

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 03/12/2024

Issue: THE MIX AT SOUTH JORDAN SUBDIVISION
PRELIMINARY SUBDIVISION PLAT
Address: 11147 S. Redwood Rd.
File No: PLPP202300178
Applicant: Justin Jones, Civil Science

Submitted by: Damir Drozdek, Planner III
Jared Francis, Senior Engineer

Staff Recommendation (Motion Ready): I move that the Planning Commission **approve** the Mix at South Jordan preliminary subdivision plat, File No. PLPP202300178.

ACREAGE:	Approximately 2.6 acres
CURRENT ZONE:	R-M (PD) (Residential – Multiple, Planned Development)
CURRENT USE:	Unimproved land
FUTURE LAND USE PLAN:	MU (Mixed Use)
NEIGHBORING ZONES/USES:	North – MU-V / Single-family homes and townhomes South – P-O / Stillwater Academy boarding school West – A-5 and R-1.8 / Redwood Rd. East – R-2.5 and R-5 / Unimproved land and Beckstead Ln.

STANDARD OF APPROVAL:

Once all application requirements have been met, redline corrections made, revised plans and plat submitted and City staff approval given, the preliminary subdivision plat application will be scheduled on the Planning Commission agenda for a public hearing at which public comment will be taken. Notice of the public hearing shall be provided in accordance with chapter 16.04 of this title. The Planning Commission shall receive public comment at the public hearing regarding the proposed subdivision. The Planning Commission may approve, approve with conditions or if the project does not meet City ordinances or sanitary sewer or culinary water requirements, deny the preliminary subdivision plat application. (Ord. 2007-01, 1-16-2007)

City Code § 16.10.060

BACKGROUND:

The applicant is requesting that the Planning Commission approve a preliminary subdivision plat application pertaining to the Mix at South Jordan project located at 11147 S. Redwood Rd. The City Council approved a zone change and development agreement for this project on August 15, 2023. The development agreement is attached to this report.

This is a mixed use project consisting of a residential and commercial component. The commercial use will consist of two buildings on Redwood Rd. The remainder of the site will be occupied by townhomes. The subdivision plat will create two commercial lots and twenty-one (21) townhome lots.

The project will have access off Redwood Rd. as well as off Beckstead Ln. The roads will be privately owned and maintained. The subdivision plat will also create a common area for the benefit of the residents. All other site improvements will be discussed in more detail with the upcoming site plan application pertaining to the project.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The project is located in the R-M (PD) Zone. It meets the Planning and Zoning, as well as the Subdivision and Development Code requirements of the Municipal Code. It also meets the development agreement terms and provisions.
- The City Council approved a zone change at the City Council meeting on August 15, 2023, and then executed the development agreement the same day. The agreement was recorded at the Salt Lake County Recorder's office on August 22, 2023.

Conclusion:

- The proposed preliminary subdivision plat application meets the City Code requirements and development agreement terms and conditions and as such should be approved.

Recommendation:

- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Application, unless during the hearing facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

ALTERNATIVES:

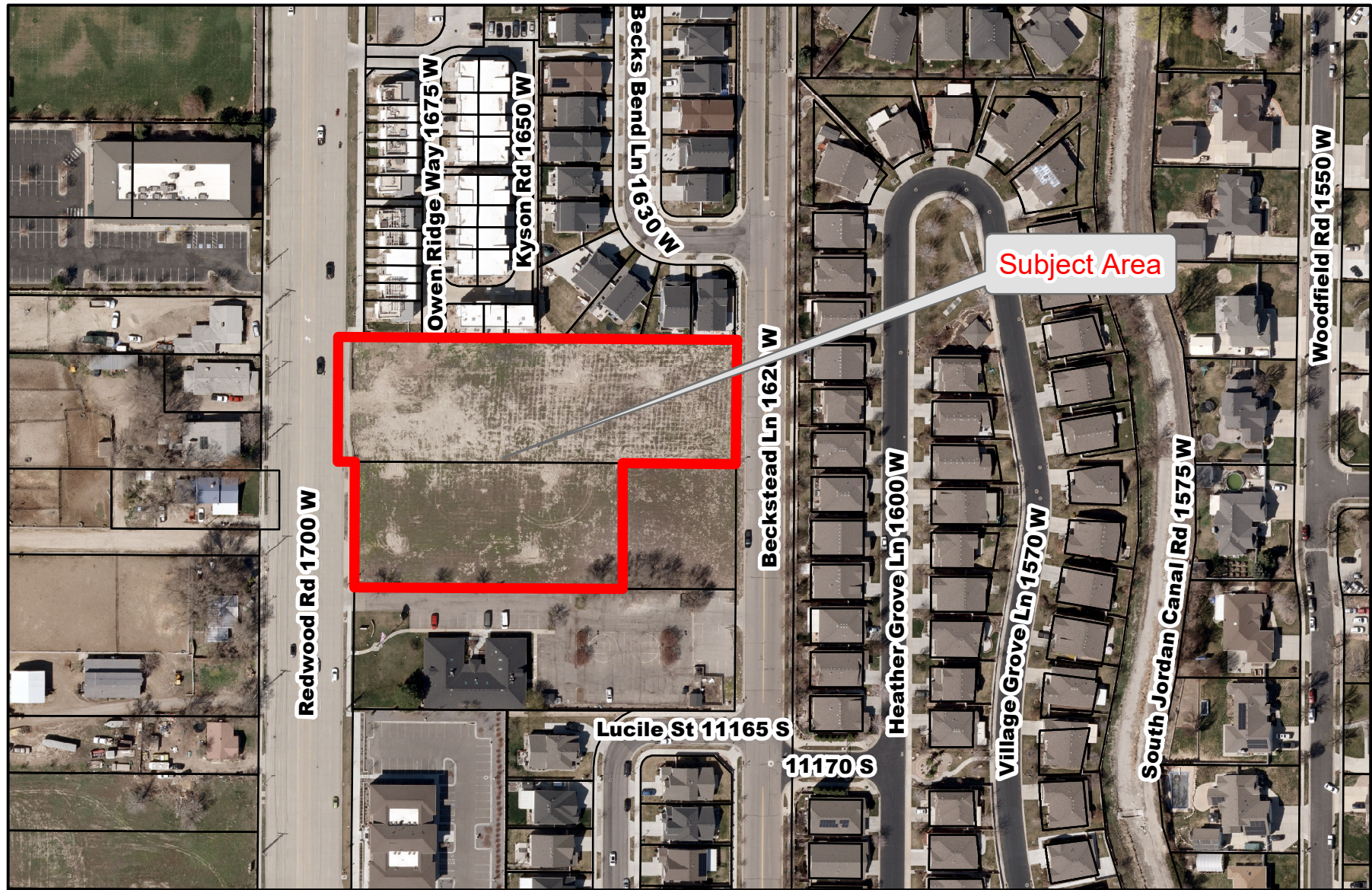
- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.


SUPPORT MATERIALS:

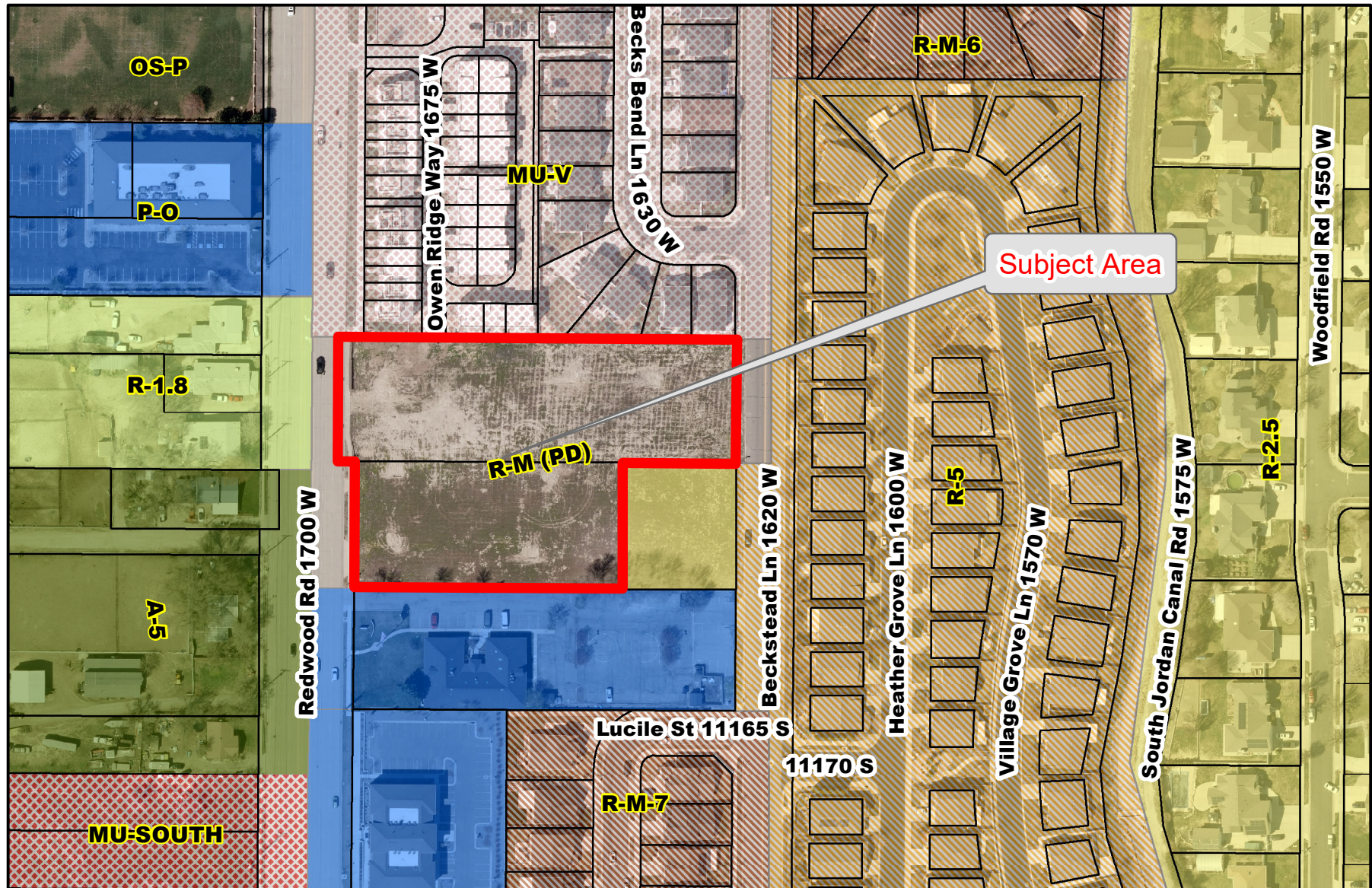
- Aerial Map
- Zoning Map
- Preliminary Subdivision Plat
- Development Agreement


A handwritten signature in black ink, appearing to read 'D. Drozdek', is positioned above a horizontal line.

Damir Drozdek, AICP
Planner III, Planning Department



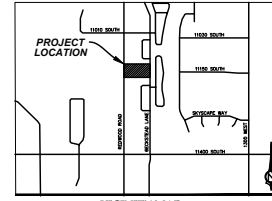
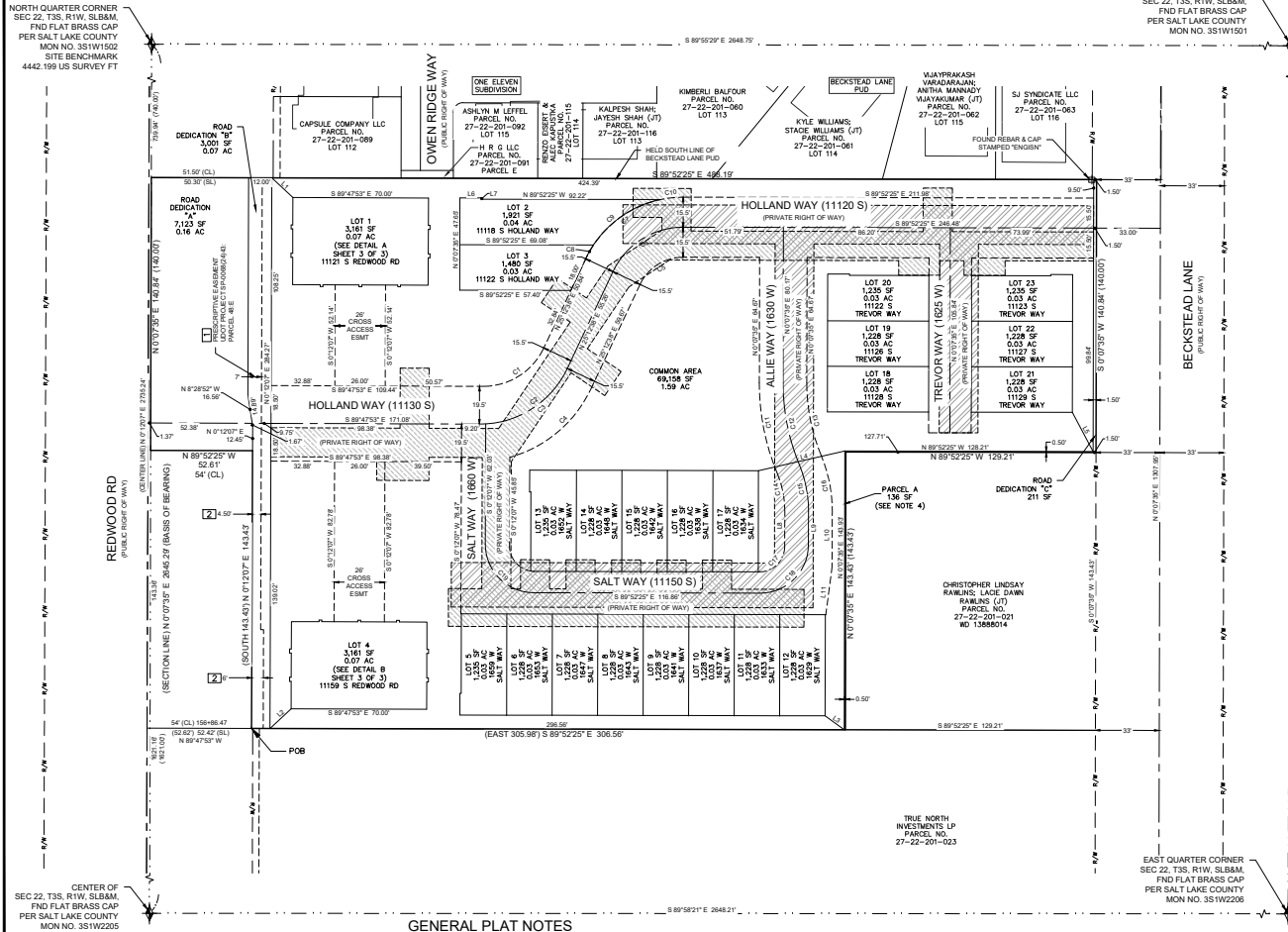
<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Aerial Map</h2> <h3>City of South Jordan</h3>	<p>0 50 100 200 300 400 Feet</p> <p>Aerial Imagery 2023</p> 
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<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 50 100 200 300 400 Feet</p> <p>Aerial Imagery 2023</p> 
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THE MIX AT SOUTH JORDAN SUBDIVISION

LOCATED IN
NE 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, UTAH



SURVEYOR'S CERTIFICATE

I, DAVID MORTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 438807 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND A ROAD DEDICATION, AND THAT SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DAVID MORTENSEN, P.L.S.
2-14-2024
DATE

BOUNDARY DESCRIPTION

ALL OF THAT LAND IN THE CITY OF SOUTH JORDAN, COUNTY OF SALT LAKE, STATE OF UTAH, BEING ALL OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF REDWOOD ROAD, SAID POINT BEING NORTH 07°07'30" EAST ALONG THE WEST LINE OF SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING OF 1021.16 FEET, AND SOUTH 89°47'53" EAST 52.61 FEET, FROM THE CENTER OF SAID SECTION 22, AND RUNNING SOUTH 89°47'53" EAST ALONG THE SOUTH BOUNDARY LINE OF BECKSTEAD LANE PUD, THENCE LEAVING SAID RIGHT-OF-WAY NORTH 89°52'25" WEST 52.61 FEET, TO SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 22, THENCE NORTH 07°07'30" EAST ALONG SAID WEST LINE 140.84 FEET, THENCE SOUTH 89°52'25" EAST ALONG THE SOUTH BOUNDARY LINE OF BECKSTEAD LANE PUD, OFFICIAL RECORDS 488.19 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY OF BECKSTEAD LANE AS SHOWN ON HEATHERWOOD PUD, RECORDS 488.19 FEET, THENCE SOUTH 89°52'25" WEST 140.84 FEET, THENCE NORTH 89°52'25" WEST 129.21 FEET, THENCE SOUTH 07°07'30" WEST 143.61 FEET, THENCE NORTH 89°52'25" WEST 306.18 FEET, TO THE POINT OF BEGINNING.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

THE MIX AT SOUTH JORDAN SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS AS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, IN WITNESS WHEREOF I HAVE HEREUNTO SET _____ THIS _____ DAY OF _____, 20____.

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE (SS)

ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME, _____, WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/IS/IS SHE THE OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, AND THAT THE WITHIN OWNERS DEDICATION WAS SIGNED BY HIM/HER IN BEHALF OF THE SAID SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR BOARD OF DIRECTORS, AND THAT SAID CORPORATION EXECUTED THE SAME.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE A 20 LOT SUBDIVISION AS SHOWN ON PLAT LOCATED IN SOUTH JORDAN CITY, SALT LAKE COUNTY. THE SURVEY WAS PERFORMED AT THE REQUEST OF OUR CLIENT. THE BASIS OF BEARING FOR THIS SURVEY IS N 89°07'30" E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BETWEEN TWO FOUND MONUMENTS, TYPE AND LOCATIONS OF WHICH ARE SHOWN ON THIS PLAT.

THE FOLLOWING DOCUMENTS OF RECORD WERE REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY. THERE MAY BE OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THIS SURVEY. ANY NEW EVIDENCE CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO CIVIL SCIENCE FOR REVIEW AND CONSIDERATION.

DEL ANDRAE HEIGHTS COMMERCIAL SUBDIVISION, AMENDING PARCEL A OF THE DEL ANDRAE HEIGHTS SUBDIVISION, RECORDED APRIL 27, 2017 AS ENTRY NO. 12023113, IN BOOK 2017P, AT PAGE 89.
DEL ANDRAE HEIGHTS SUBDIVISION, RECORDED AUGUST 27, 2015, AS ENTRY NO. 12120837, IN BOOK 2015P, AT PAGE 196.
HEATHERWOOD VILLAGE PUD SUBDIVISION, RECORDED SEPTEMBER 27, 2017, AS ENTRY NO. 10234492, IN BOOK 2017P, AT PAGE 377.
LOT RIGHT-OF-WAY PLANS, PROJECT NO. SP-02682493, BECKSTEAD LANE PUD, RECORDED FEBRUARY 5, 2015, AS ENTRY NO. 11987612, IN BOOK 2015P, AT PAGE 25.
ONE ELEVEN SUBDIVISION, RECORDED JUNE 15, 2017, AS ENTRY NO. 12556818, IN BOOK 2017P, AT PAGE 141.

NOTES
1. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. THE FIELD WORK WAS PERFORMED ON 8-5-2020.
4. PARCEL A TO BE OWNED AND MAINTAINED BY JERRY SALT

THE MIX AT SOUTH JORDAN SUBDIVISION

LOCATED IN
NE 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, UTAH
SHEET 1 OF 4

COUNTY RECORDER

RECORDED # _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT
THE REQUEST OF : _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE \$ _____
SALT LAKE COUNTY RECORDER

SEWER NOTES

- THE SIGNATURE OF SOUTH VALLEY SEWER DISTRICT ON THIS PLAT DOES NOT CONSTITUTE ANY GUARANTEE OF AVAILABILITY OF SANITARY SEWER SERVICE TO THE PROPERTY OR ANY APPROVAL OF EXISTING LINES OR FACILITIES. THE OWNERS OF THE PROPERTY MUST PROVIDE SATISFACTORY PLANS TO THE SEWER DISTRICT FOR REVIEW AND APPROVAL BEFORE CONNECTING TO THE DISTRICTS SEWER SYSTEM AND WILL BE REQUIRED TO COMPLY WITH THE DISTRICTS RULES AND REGULATIONS.
- SHALLOW SEWER DEPTHS: CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL, BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR SEWERS.

PROJ. # 723205
DRAWN BY: GMA
CHECKED BY: GJM
DATE: 1-15-2024
SHEET 1 OF 4

GENERAL PLAT NOTES

- OWNERS AND POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT (THE "PROPERTY") SHOULD FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS, AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS, AND RESTRICTIONS (COAR) DOCUMENTS THAT MAY BE RECORDED AGAINST THE PROPERTY. OWNERS AND POTENTIAL PURCHASERS OF THE PROPERTY MUST COMPLY WITH ALL NOTES, EASEMENTS, COARs, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT AS CURRENTLY EXISTING OR MAY FROM TIME TO TIME BE CHANGED AND/OR AMENDED. FAILURE TO ADHERE TO THE NOTES, LOT INFORMATION, EASEMENTS, COARs, OR OTHER DOCUMENTS RECORDED AGAINST THE PROPERTY COULD RESULT IN FINANCIAL LOSS OR CHANGES IN EXPECTED PROPERTY USE.
- THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT AGREEMENT WITH THE CITY OF SOUTH JORDAN DATED AUGUST 15, 2023.
- THIS PLAT IS SUBJECT TO THAT CERTAIN DEVELOPMENT AGREEMENT DATED AUGUST 15, 2023, BY AND BETWEEN THE CITY OF SOUTH JORDAN AND THE CITY OF SALT LAKE. THE CITY OF SALT LAKE HAS AGREED TO PROVIDE ALL PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, COARs, ASSESSMENTS, LOTS OR RIGHTS, IF ANY, CREATED THEREIN AND RECORDED AS ENTRY NO. 140011, IN BOOK 1748, AT PAGE 946, OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY.
- MANY AREAS IN THE CITY OF SOUTH JORDAN HAVE GROUNDWATER PROBLEMS DUE TO A HIGH OR FLUCTUATING WATER TABLE. CITY APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS IF ANY.
- THE OWNER CERTIFIES THAT THE TITLE REPORT DATED NOVEMBER 7, 2022, WHICH WAS PREPARED BY STEWART TITLE OF UTAH, INC. WAS PROVIDED TO OWNERS SURVEYOR AND THAT THE PLAT SHOWS ALL EASEMENTS AND ENCUMBRANCES LISTED IN SAID TITLE REPORT.
- APPROVAL OF THIS PLAT BY SOUTH JORDAN CITY DOES NOT MEAN THAT INDIVIDUAL LOT DRAINAGE TO A ROAD OR RETENTION FACILITY IS ASSURED. DEVELOPMENT AND GRADING MAY NECESSITATE WALES AND OTHER DRAINAGE FACILITIES TO PROTECT INDIVIDUAL PROPERTIES. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT WALES AND OTHER DRAINAGE FACILITIES ARE APPROPRIATE AND MAINTAINED NOR THAT DRAINAGE FROM ADJACENT PROPERTIES IS PREVENTED.

PLANNING DEPARTMENT

APPROVED THIS _____ DAY OF _____ BY THE SOUTH JORDAN CITY PLANNING COMMISSION.
CHAIR, SOUTH JORDAN PLANNING COMMISSION _____

SOUTH VALLEY SEWER DISTRICT

APPROVED BY SOUTH VALLEY SEWER DISTRICT THIS _____ DAY OF _____
GENERAL MANAGER _____

LEGEND

SECTIONAL FOUNDATION (FOUND, TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT)
SPECIFIES FOUND SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP)
SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN
BOUNDARY LINE
EASEMENT LINE (AS NOTED)
ROADWAY CENTERLINE
30" SEWER EASEMENT (EASEMENT NOTE 3, ON SHEET 1 OF 4)
15" WIDE WATER EASEMENT (EASEMENT NOTE 4, ON SHEET 1 OF 4)

EASEMENT NOTES

EASEMENTS AND RIGHTS OF WAY OF RECORD OR ENFORCEABLE IN LAW AND EQUITY FOR ANY EXISTING ROAD, STREETS, ALLEYS, DRIFTS, RESERVOIRS, UTILITIES, CANALS, PIPE LINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES NOW EXISTING OVER, UNDER OR ACROSS THE LAND.
EASEMENT, AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, IN FAVOR OF THE UTAH DEPARTMENT OF TRANSPORTATION, RECORDED APRIL 25, 2002, AS ENTRY NO. 107105, BOOK 917, PAGE 611 OF PUBLIC RECORDS.
A 30 FOOT WIDE EASEMENT FOR PUBLIC WASTEWATER SYSTEM COLLECTION LINES TO BE GRANTED TO SWSD. (SEE DETAIL C, SHEET 4 OF 4 FOR LOCATION)
A 15 FOOT WIDE WATERLINE EASEMENT IN FAVOR OF SOUTH JORDAN CITY (SEE DETAIL, D, SHEET 4 OF 4 FOR LOCATION)

COUNTY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS _____ DAY OF _____
SALT LAKE VALLEY HEALTH DEPARTMENT
DATE _____

SOUTH JORDAN CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.
SOUTH JORDAN CITY ENGINEER
DATE _____

OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____
ATTORNEY FOR SOUTH JORDAN CITY
DATE _____

CITY PLANNER

APPROVED AS TO FORM THIS _____ DAY OF _____
CITY PLANNER
DATE _____

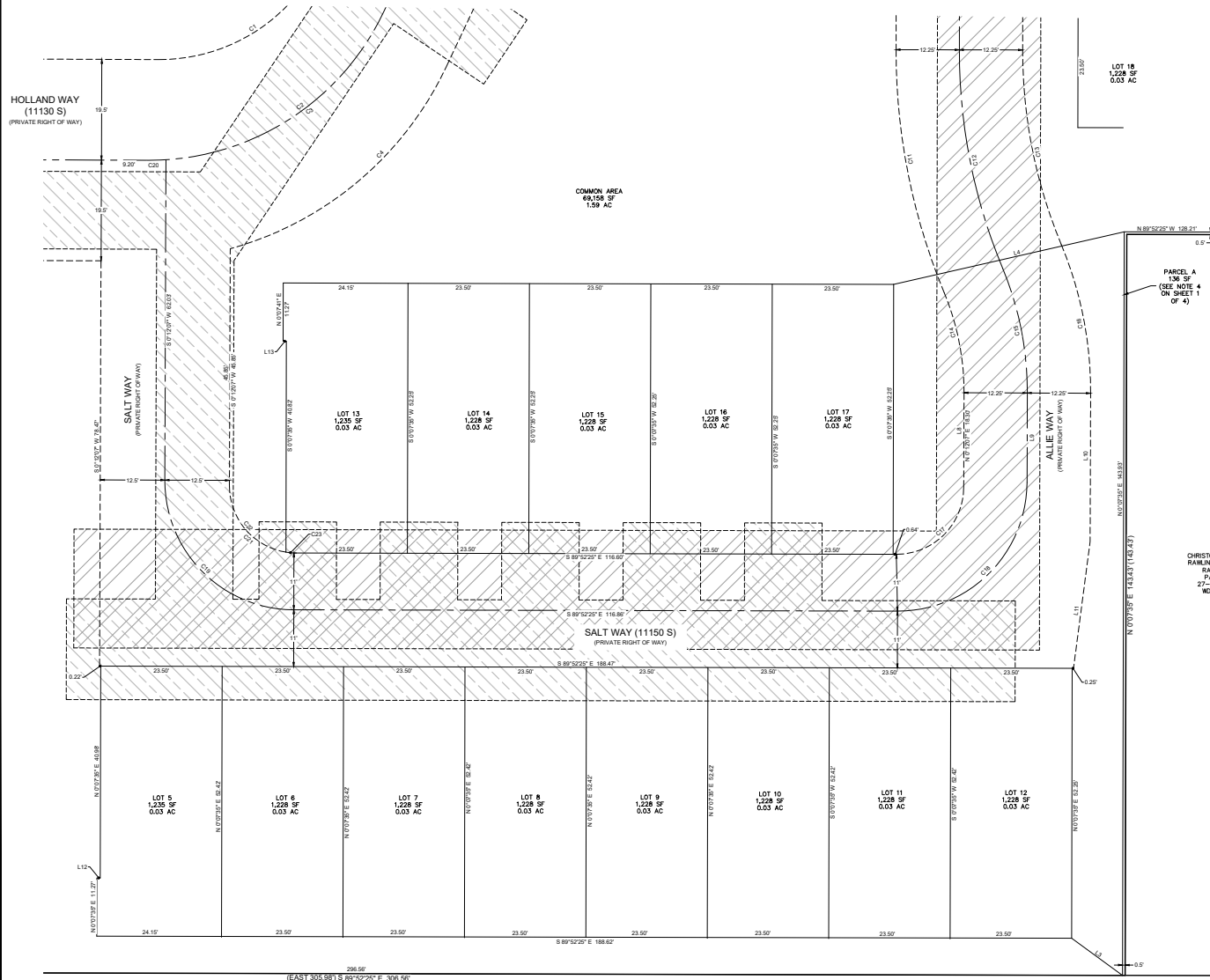
SOUTH JORDAN CITY MAYOR

APPROVED AS TO FORM THIS _____ DAY OF _____
ATTEST: CITY CLERK _____ MAYOR _____

CivilScience
Engineers | Surveyors | Solutions
3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

THE MIX AT SOUTH JORDAN SUBDIVISION

LOCATED IN
NE 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, UTAH



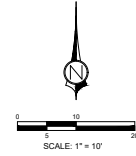
Line Table		
Line Number	Direction	Length
L3	N57°59'30"W	12.21
L4	N77°09'50"E	45.75
L8	N0°12'53"E	18.30
L9	N0°12'53"E	17.30
L10	N0°12'53"E	28.70
L11	N7°38'00"E	24.76
L12	S88°52'25"W	0.85
L13	N88°52'25"W	0.85

Curve Table				
Curve Number	Length	Radius	Delta	Tangent
C1	30.13	34.50	64°59'50"	21.98
C2	58.72	50.00	64°59'50"	31.85
C3	53.41	50.00	61°12'25"	29.57
C4	58.41	65.50	49°20'40"	30.09
C11	48.30	122.00	22°45'57"	24.47
C12	43.43	108.75	22°45'57"	22.01
C13	38.60	87.50	22°45'57"	19.55
C14	19.86	50.00	22°45'57"	10.06
C15	24.72	62.25	22°45'57"	12.53
C16	25.58	74.50	22°45'57"	14.99
C17	20.40	13.00	88°52'25"	12.98
C18	38.24	25.00	88°52'25"	24.97
C19	39.30	25.00	90°04'32"	25.03
C20	3.30	50.00	3°47'05"	1.65
C21	20.41	13.00	90°04'32"	13.02
C22	18.40	13.00	87°09'12"	11.12
C23	2.54	13.00	87°09'12"	1.02

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT)
- SPECIES FOUND SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP)
- SPECIES FOUND SURVEY CONTROL MONUMENT AS SHOWN
- BOUNDARY LINE
- EASEMENT LINE (AS NOTED)
- ROADWAY CENTERLINE
- 20' SEWER EASEMENT (SEE EASEMENT NOTE 3, ON SHEET 1 OF 4)
- 15' WIDE WATER EASEMENT (SEE EASEMENT NOTE 4, ON SHEET 1 OF 4)

CHRISTOPHER LINDSAY
RAWLINS, LACE DAWN
RAWLINS (JT)
PARCEL NO.
27-22-201-021
NO. 13886014



**THE MIX AT
SOUTH JORDAN SUBDIVISION**

LOCATED IN
NE 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, UTAH
SHEET 2 OF 4

CivilScience
Engineers / Surveyors / Solutions

3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

PROJ #	PP23005
DRAWN BY	DBA
CHECKED BY	OTM
DATE	1-15-2024
SHEET	2
OF	4

TRUE NORTH
INVESTMENTS LP
PARCEL NO.
27-22-201-023

THE MIX AT SOUTH JORDAN SUBDIVISION

LOCATED IN
NE 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
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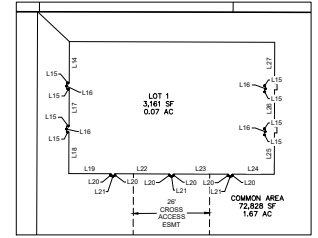
KIMBERLY BALFOUR
PARCEL NO.
27-22-201-060
LOT 113

KYLE WILLIAMS, STACE
WILLIAMS (JT)
PARCEL NO.
27-22-201-061
LOT 114

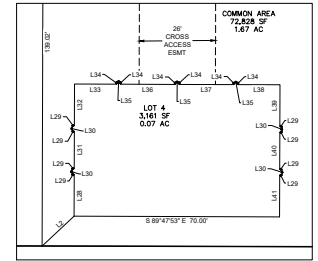
BECKSTEAD LANE
R/O

VJAYPRAKASH
VARADARAJAN, ANTHA
WANNADY
VJAYPRAKASH (JT)
PARCEL NO.
27-22-201-062
LOT 115

SJ SYNDICATE LLC
PARCEL NO.
27-22-201-063
LOT 116



DETAIL A
SCALE 1" = 20'



DETAIL B
SCALE 1" = 20'

Line Table			Line Table		
Line Number	Direction	Length	Line Number	Direction	Length
L1	S46°52'52"E	14.85	L36	S0°12'07"W	13.58
L2	S46°50'50"W	14.85	L37	S0°12'07"W	14.13
L4	N77°09'50"E	45.75	L38	S0°12'07"W	14.13
L5	N27°54'02"W	22.85	L39	N89°47'53"W	0.87
L14	N0°12'07"E	14.13	L30	S0°12'07"W	2.98
L15	N89°47'53"W	0.87	L31	S0°12'07"W	12.56
L16	S0°12'07"W	2.98	L32	S0°12'07"W	14.13
L17	N0°12'07"E	12.55	L33	N89°47'53"W	14.29
L18	N0°12'07"E	14.13	L34	S0°12'07"W	0.87
L19	N89°47'53"W	14.29	L35	N89°47'53"W	1.42
L20	S0°12'07"W	0.87	L36	N89°47'53"W	18.58
L21	N89°47'53"W	1.42	L37	N89°47'53"W	18.58
L22	N89°47'53"W	18.58	L38	N89°47'53"W	14.29
L23	N89°47'53"W	18.58	L39	N0°12'07"E	14.13
L24	N89°47'53"W	14.29	L40	N0°12'07"E	12.56
L25	S0°12'07"W	14.13	L41	N0°12'07"E	14.13

THE MIX AT SOUTH JORDAN SUBDIVISION

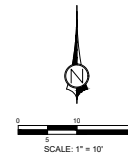
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SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, UTAH
SHEET 3 OF 4

CivilScience
Engineers / Surveyors / Solutions
3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.768.7200

PROJECT # PF23005
DRAWN BY: DBA
CHECKED BY: OTM
DATE: 1-15-2024
SHEET
3
OF
4

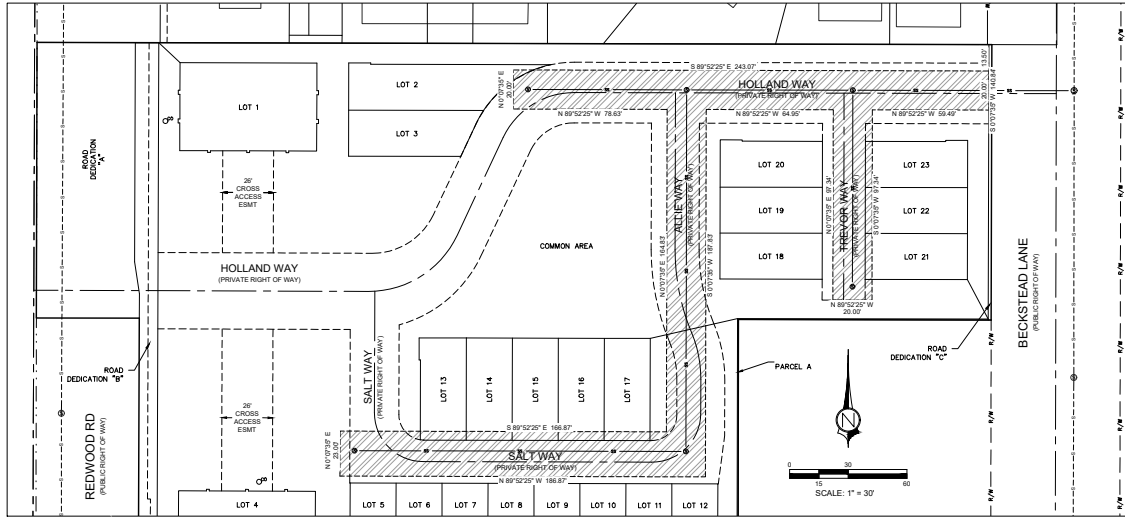
LEGEND

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LOCATED IN
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SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, UTAH



DETAIL C

20 FOOT WIDE SEWER EASEMENT (SEE EASEMENT NOTE 3, SHEET 1 OF 4)

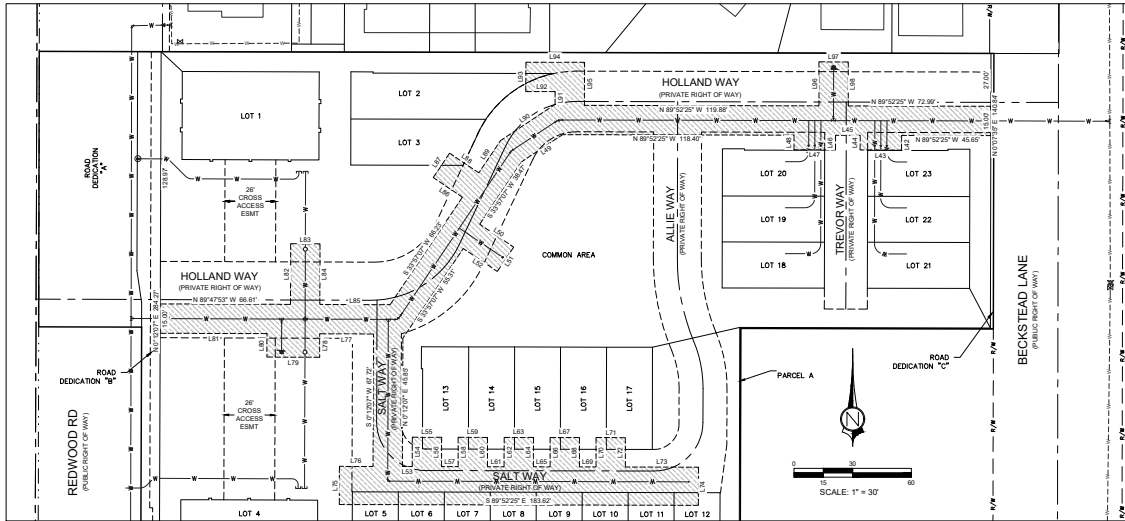
Line Number	Direction	Length
L42	S0° 07' 30" W	7.50
L43	N89° 52' 25" W	21.22
L44	N0° 07' 30" E	7.50
L45	N89° 52' 25" W	12.54
L46	S0° 07' 30" W	7.50
L47	N89° 52' 25" W	21.22
L48	N0° 07' 30" E	7.50
L49	S89° 52' 07" W	25.07
L50	S89° 52' 53" E	21.00
L51	S33° 57' 07" W	15.00
L52	N04° 02' 53" W	21.00
L53	S89° 52' 25" E	5.04
L54	N0° 07' 30" E	15.00
L55	S89° 52' 25" E	15.00
L56	S0° 09' 08" W	15.00
L57	S89° 52' 25" E	8.46
L58	N0° 07' 30" E	15.00
L59	S89° 52' 25" E	15.00
L60	S0° 07' 30" W	15.00
L61	S89° 52' 25" E	8.50

Line Number	Direction	Length
L62	N0° 07' 30" E	15.00
L63	S89° 52' 25" E	15.00
L64	S0° 07' 30" W	15.00
L65	S89° 52' 25" E	8.50
L66	N0° 07' 30" E	15.00
L67	S89° 52' 25" E	15.00
L68	S0° 07' 30" W	15.00
L69	S89° 52' 25" E	8.50
L70	N0° 07' 30" E	15.00
L71	S89° 52' 25" E	15.00
L72	S0° 07' 30" W	15.00
L73	S89° 52' 25" E	37.42
L74	N0° 07' 30" E	19.50
L75	S0° 07' 30" W	19.50
L76	N89° 52' 25" W	17.21
L77	S89° 47' 53" E	27.51
L78	N0° 12' 07" E	12.00
L79	S89° 47' 53" E	26.98
L80	S0° 12' 07" W	12.00
L81	S89° 47' 53" E	54.64

Line Number	Direction	Length
L82	S0° 12' 07" W	31.00
L83	N89° 47' 53" W	15.00
L84	N0° 12' 07" E	31.00
L85	N89° 47' 53" W	35.50
L86	S89° 02' 53" E	19.00
L87	S33° 57' 07" W	15.00
L88	N59° 02' 53" W	19.00
L89	S33° 57' 07" W	19.94
L90	S59° 27' 07" W	33.45
L91	S0° 07' 30" W	6.53
L92	S89° 52' 25" E	15.00
L93	S0° 07' 30" W	15.00
L94	N89° 52' 25" W	30.00
L95	N0° 07' 30" E	23.00
L96	S0° 07' 30" W	23.00
L97	N89° 52' 25" W	15.00
L98	N0° 07' 30" E	22.50

LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT)
- SPECIES FOUND SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP)
- SPECIES FOUND SURVEY CONTROL MONUMENT AS SHOWN
- BOUNDARY LINE
- EASEMENT LINE (AS NOTED)
- ROADWAY CENTERLINE
- 20' SEWER EASEMENT (SEE EASEMENT NOTE 4 ON SHEET 1 OF 4)
- 15' WIDE WATER EASEMENT (SEE EASEMENT NOTE 3 ON SHEET 1 OF 4)



DETAIL D

15 FOOT WIDE WATER EASEMENT (SEE EASEMENT NOTE 4, SHEET 1 OF 4)

THE MIX AT SOUTH JORDAN SUBDIVISION

LOCATED IN
NE 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, UTAH
SHEET 4 OF 4

CivilScience
Engineers / Surveyors / Solutions
3160 WEST CLUBHOUSE DRIVE
LEHI, UT 84043
801.765.7200

PROJ # PF2005
DRAWN BY: DSA
CHECKED BY: DTM
DATE: 1-15-2024
SHEET 4
OF 4
4

RESOLUTION R2023 - 25

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 LOCATED AT 11147 S. REDWOOD ROAD.

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 generally located at 11147 S. Redwood Road (the "Property"); and

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

14143711 B: 11439 P: 9046 Total Pages: 44
08/22/2023 09:43 AM By: salvarado Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SOUTH JORDAN
1600 W TOWNE CENTER DR SOUTH JORDAN, UT 84095

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON
THIS 15 DAY OF August, 2023 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:

Gregory M Simonsen (Aug 11, 2023 08:28 MDT)
Office of the City Attorney



EXHIBIT 1
(Development Agreement)

WHEN RECORDED, RETURN TO:

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

Affecting Parcel Numbers: 27-22-201-020-0000
27-22-201-028-0000

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is between the City of South Jordan, a Utah municipal corporation (“City”) and J.L. Salt Construction, Inc. dba Dream Home Builders (“Developer”). City and Developer are jointly referred to as the “Parties” and each may be referred to individually as “Party.”

RECITALS

A. Developer owns certain real property identified as Salt Lake County Assessor Parcel Numbers 27-22-201-020-0000 and 27-22-201-028-0000, located at 11147 S. Redwood Road which is more specifically described in attached **Exhibit A** (the “Property”).

B. Developer intends to develop the Property consistent with the Concept Plan attached hereto as **Exhibit B** (the “Concept Plan”). The development of the Property as proposed on the Concept Plan is generally referred to as the “Project.”

C. The City, acting pursuant to its authority under the Land Use Development and Management Act (as codified in Utah Code Ann. § 10-9a-102(2) et seq., hereafter the “Act”) 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 determined that this Agreement is necessary and appropriate for the use and development of the Property within the City.

D. The Property is currently subject to the Planning and Land Use Ordinance of the City and is within the City’s A-5 (Agricultural, minimum 5 acre lot) Zone and R-2.5 (Single-family residential, 2.5 lots per acre) Zone, as depicted in the attached zoning map attached hereto as **Exhibit C**.

E. The Developer desires to develop the Property in conformity with this Agreement and desires a zone change on the Property from A-5 and R-2.5 to R-M-PD (Residential-Multiple-Planned Development Zone, hereafter sometimes referred to as the “PD” Zone”), applicable provisions attached hereto as **Exhibit D**.

F. The Parties acknowledge that 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.” (See City Code § 17.130.050.010.)

G. The Parties acknowledge that development in the PD Zone requires a development agreement specific to each area zoned as a PD Zone.

H. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to City, individually and collectively, in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

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

J. This Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution R2023-25 a copy of which is attached as **Exhibit E**.

K. The Parties 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 a zoning change from the A-5 and R-2.5 Rezone to the R-M Zone as the base zone and the PD Zone as a zoning overlay for the Property, and approves R2023-25 (see, **Exhibit E**).

L. The Parties, having cooperated in the drafting of this Agreement, understand and intend that this Agreement is a “development agreement” within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. § 10-9a-103(12).

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:

AGREEMENT

1. **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 Act or City Code.

2. **Enforceability.** The Parties acknowledge that the terms of this Agreement shall be enforceable, and the rights of Developer relative to the Property shall vest, only if the City Council in its sole legislative discretion rezones the Property from the A-5 and R-2.5 Zones to the R-M-PD Zone and approves R2023-25 (*see*, **Exhibit E**).

3. **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”).

4. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to the R-M-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 R-M-PD Zone, and this Agreement, this Agreement shall control.

5. **Developer Obligations.**

5.1. **Uses.** Developer shall develop and use the Property to develop up to 21 townhomes and two commercial buildings as depicted in the Concept Plan. Allowed uses in the two commercial buildings will be subject to the regulations of the Commercial Community Zone including the addition of “Business Support,” “Office/Warehouse Flexible Space,” and “Wholesale and Warehouse” as permitted uses, with all uses being conducted wholly

inside the building and no outside storage. A copy of the Commercial Community Zone regulations are attached hereto as Exhibit D and are incorporated herein by this reference. All uses, whether permitted or conditional in the Commercial Community Zone may only be established if Developer can demonstrate that the available parking is sufficient based on the required parking ratios of City Code Section 16.26.

- 5.2. Amenities. The Developer shall design and construct amenities on the Property as set forth in the Concept Plan. The tot lot will be completed prior to the City issuing all C/Os (certificate of occupancy) for the two adjacent buildings. If the tot lot is not complete due to weather or other inclement circumstance, the City will then obtain an improvement bond for the lot.
- 5.3. Architecture and Building Materials on Commercial Buildings. The Developer shall construct the commercial buildings depicted in the architectural renderings and elevations attached hereto as Exhibit F. In addition to any other applicable design standards in the City's Code, Developer shall construct the commercial buildings no taller than 35 feet with the exterior consisting as per the renderings in Exhibit F, showing the combination uses below and above a 12' grade line of the buildings. Below the 12' shall be the combination of thin brick veneer and some stone along with smooth stone veneer resembling precast concrete panels all attached to the EIFS wall system. Above the 12' grade line of the buildings shall be the combination of the EIFS wall system faux brick, stone including smooth stone lintles resembling precast concrete. Each of the two commercial buildings will have approximately 4,000 square feet of space with the aggregate not to exceed 9,000 square feet. Developer agrees to present final architectural elevations and building materials for the commercial buildings to the City's Architectural Review Committee for review and approval.
- 5.4. Architecture and Building Materials on Townhomes. The Developer shall construct the townhomes depicted in the architectural renderings and

elevations attached hereto as **Exhibit F**. In addition to any other applicable design standards in the City's Code, Developer shall construct the townhomes no taller than 35 feet with the exterior consisting of fiber cement siding, stucco and brick veneer. The Townhomes will not have basements. Developer agrees to present final architectural elevations and building materials for the Townhomes to the City's Architectural Review Committee for review and approval.

5.5. **Fences**. Fences and all other public and private improvements will be constructed in conformity to City Code requirements and the concept plan.

5.6. **Landscaping**. Developer shall comply with the City's water efficiency standards and other applicable City landscaping requirements.

5.7. **Parking**. Developer shall provide a two-car garage and two-car driveway for each townhome unit as set forth in the Concept Plan and shall otherwise comply with all City requirements. Developer shall record a shared parking agreement between the residential dwellings and commercial buildings for the purpose of allowing the residents to use the commercial parking stalls after hours, on weekends, and on holidays observed by the occupants of the commercial buildings.

5.8. **Setbacks**. Building setbacks shall be as depicted in the Concept Plan.

5.9. **Project Roads**. All roads within the project will be privately constructed, privately owned and privately maintained in full compliance with City standards. Developer will dedicate all necessary public rights of way according to the City Code and City engineering standards.

6. **City Obligations**. 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 including Utah State Code § 10-6-160 *et seq.*

7. **Plat Language**. The final plat for the Project shall contain the following language in

a note:

This plat is subject to that certain Development Agreement dated _____, by and between the City of South Jordan and J.L.Salt Construction, Inc., dba: Dream Home Builders, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein and recorded on _____ as Entry No. _____, in Book _____, at Page _____ of the Official Records of Salt Lake County.

8. **Minor Changes.** The Planning Department, after conferring with the City Manager, may approve minor modifications to the Developer Obligations which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

9. **Vested Rights and Reserved Legislative Powers.**

9.1. **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 R-M-PD Zone; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

9.2. **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.

10. **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.

11. **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: J.L. Salt Construction, Inc.
 dba Dream Home Builders
 P.O. Box 970
 West Jordan, Utah 84084

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Assignment.** Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement. Developer shall remain obligated for the performance of this Agreement until it receives a written release from the City. The City shall grant a written release upon a showing that the Assignee is financially and otherwise capable of performing the obligations of the Agreement.

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

26. **Dispute Resolution.** In the event of a dispute regarding the meaning, administration or implementation of this Development Agreement the parties shall meet and confer and attempt

to resolve the dispute. If this is unsuccessful the parties shall engage in formal mediation within thirty days of the unsuccessful meeting. The parties shall mutually agree upon a single mediator and Developer shall pay the fees of the mediator. If the dispute remains unresolved after mediation the Parties may seek relief in the Third District Court for Salt Lake County, State of Utah.

27. **Table of Exhibits.** The following exhibits attached hereto and referred to herein are hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein:

Exhibit A	Legal Description of Property
Exhibit B	Concept Plan
Exhibit C	Zoning Map
Exhibit D	PD, Residential and CC Zoning Provisions
Exhibit E	Resolution R2023-25
Exhibit F	Approved Architecture, Elevations, Materials, and Design

[SIGNATURE PAGE FOLLOWS]

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 3.

CITY OF SOUTH JORDAN

Signature: Dawn R Ramsey
Print Name: Dawn R Ramsey
Title: Mayor
Date: 08/15/2023

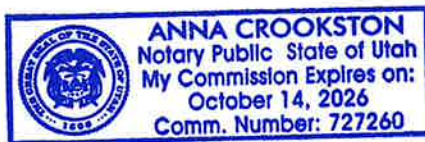
APPROVED AS TO FORM

Gregory M Simonsen (Aug 11, 2023 08:28 MDT)
Office of the City Attorney



STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 15 day of August, 2023, personally appeared before me DAWN R. RAMSEY, 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 she is the Mayor of the City of South Jordan and that said document was signed by her in behalf of the City of South Jordan by authority of its City Council, and DAWN R. RAMSEY further acknowledged to me that said Corporation executed the same.



Anna Crookston
NOTARY PUBLIC

DEVELOPER

J.L. SALT CONSTRUCTION, INC.
DBA DREAM HOME BUILDERS

Signature: 

Print Name: JERRY L. SALT

Title: PRESIDENT

Date: 8.11.2023

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this 11th day of August, 2023, personally appeared before me Jerry Salt, 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 is the Manager of J.L. Salt Construction, Inc. dba Dream Home Builders and that said document was signed by him in behalf of J.L. Salt Construction, Inc. dba Dream Home Builders by authority of its governing body, and Jerry Salt further acknowledged to me that he executed the same.


NOTARY PUBLIC

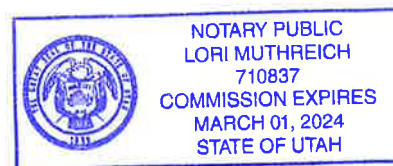


EXHIBIT A
(Legal Description for the Property)

27-22-201-020

BEG N 1621 FT & E 52.62 FT FR CEN SEC 22, T 3S, R 1W, SLM; E 305.98 FT M OR L; N 0°07'35" E 143.43 FT; W 305.98 FT M OR L; S 143.43 FT TO BEG. 1.0 AC M OR L. 9283-3137 9303-0070 9318-1978 9337-0277

27-22-201-028

BEG S 740 FT FR N 1/4 COR OF SEC 22, T3S, R1W, SLM; E 488.19 FT; S 0°07'35" W 140 FT; W 485.74 FT; N 140 FT TO BEG. LESS ST. 1.47 AC.

EXHIBIT B
(Concept Plan)

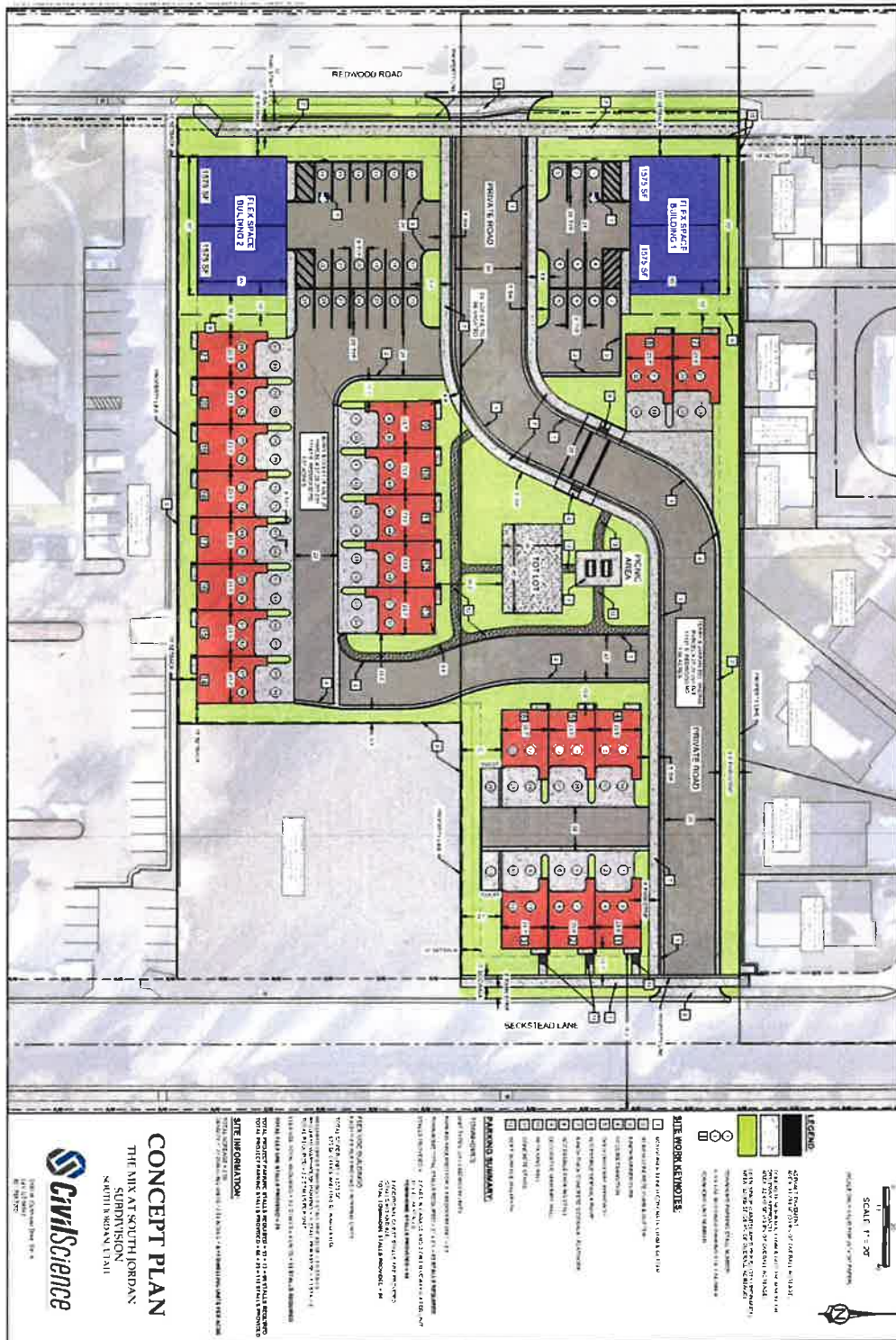


EXHIBIT C
(Zoning Map)

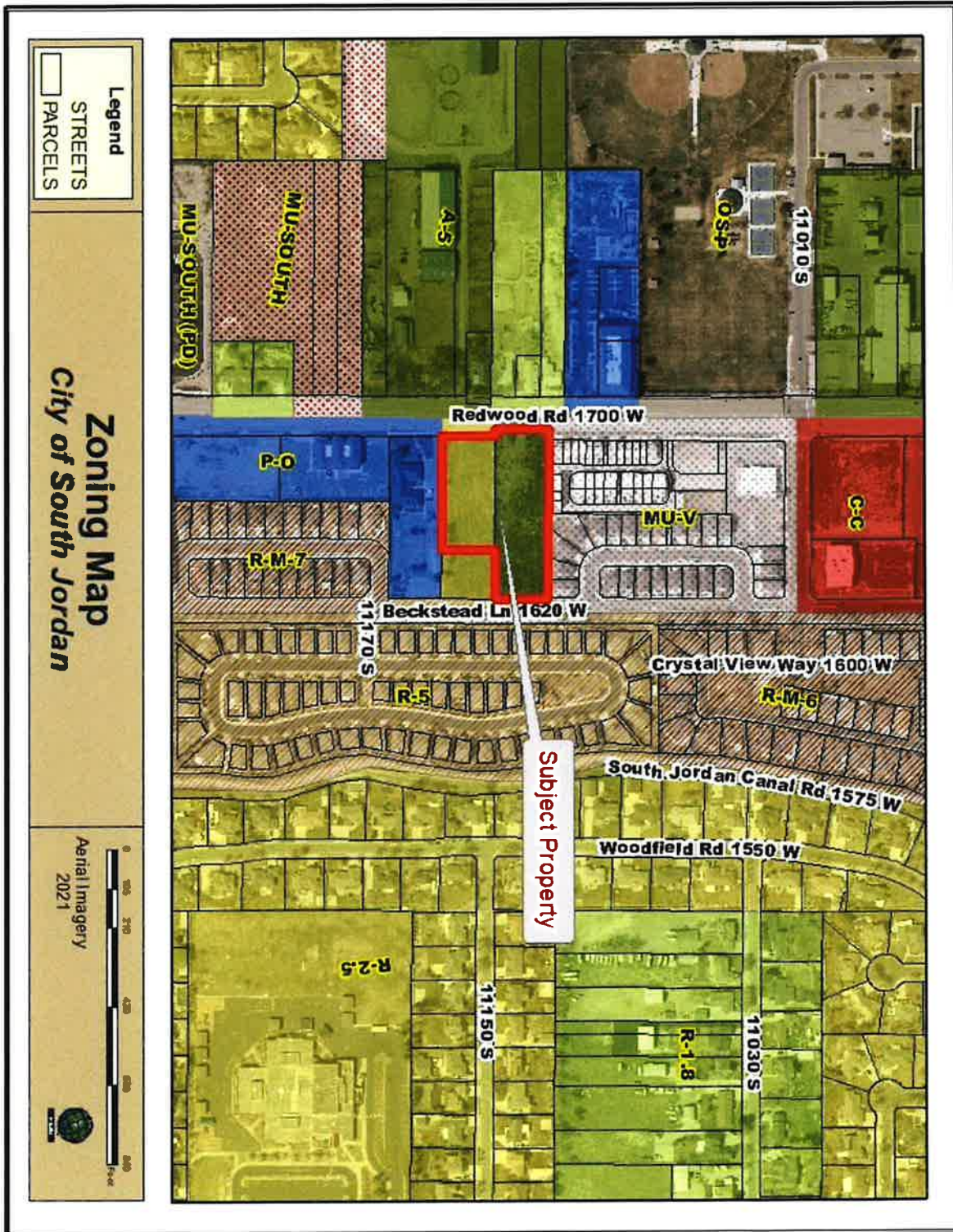


EXHIBIT D
(PD Zone Provisions)

17.130.050: PLANNED DEVELOPMENT FLOATING ZONE

17.130.050.010: PURPOSE

17.130.050.020: ESTABLISHMENT\

7.130.050.030: AMENDMENTS

17.130.050.010: PURPOSE

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

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

17.130.050.020: ESTABLISHMENT

1. Procedure:

1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.
2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. Except in those instances where the Applicant is the City of South Jordan the development plan shall be approved by development agreement in conjunction with the rezoning approval. If the Applicant is the City of South Jordan the development plan may be approved as part of the rezone without a development agreement.
3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

2. Development Plan Requirements:

1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to standard zoning and development provisions.
2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.

3. A development plan shall also include:
 1. Site plan/conceptual subdivision plan;
 2. Circulation and access plan;
 3. Building elevations, materials, and colors;
 4. Landscape and open space plan;
 5. Signage plan;
 6. Lighting plan; and
 7. Allowed uses.
3. Prohibited:
 1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
 2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).
4. Effect Of Approval:
 1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect, unless such provisions are expressly waived or modified by the approved development plan and/or development agreement.
 2. An approved PD District shall be shown on the zoning map by a "-PD" designation after the designation of the base zone district.
 3. No permits for development within an approved PD District shall be issued by the City unless the development complies with the approved development plan. (Ord. 2016-05, 5-3-2016)
 4. The Planning Director may authorize minor deviations from an approved development plan to resolve conflicting provisions or when necessary for technical or engineering considerations. Such minor deviations shall not affect the vested rights of the PD District and shall not impose increased impacts on surrounding properties. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)
5. Vested Rights:
 1. A property right that has been vested through approval of a PD District shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the City Council through an approved PD District. (Ord. 2016-05, 5-3-2016)
 2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the Planning Director based on significant progress otherwise demonstrated by the applicant. A project that has not substantially commenced may, at the discretion of the property owner, develop according to the base zone. A project that has substantially commenced shall not deviate, in whole or in part, from the approved PD District, unless amended per section 17.130.050.030 of this section 17.130.050.

HISTORY

Amended by Ord. 2016-05 on 5/3/2016

Amended by Ord. 2019-01 on 3/5/2019

Amended by Ord. 2023-07 on 5/2/2023

17.130.050.030: AMENDMENTS

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

HISTORY

Amended by Ord. 2016-05 on 5/3/2016

CHAPTER 17.40 RESIDENTIAL ZONES

17.40.010: PURPOSE

17.40.020: DEVELOPMENT AND DESIGN STANDARDS

17.40.030: OTHER REQUIREMENTS

17.40.010: PURPOSE

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

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

17.40.020: DEVELOPMENT AND DESIGN STANDARDS

1. Development Review: Uses proposed in residential zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in residential zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as otherwise allowed under state law.
2. Lot Area: The area of any lot in residential zones shall not be less than the minimum lot area requirement identified in the minimum lot area table below. Every portion of a parcel being subdivided shall be included as a lot or lots in the proposed subdivision plat, right of way or as common, limited common or private ownership.

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

R-M	5,000
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3. Lot Density: The maximum gross density (number of lots or primary dwelling units per acre) in any residential development in a residential zone shall not exceed the density shown in the lot density table below. The primary dwelling density of each area zoned R-M shall be determined, according to the densities established in the lot density table, with approval of a rezoning application per chapter 17.22, "Zoning Amendments", of this title and indicated on the official zoning map with a numerical suffix matching the approved density.

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

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

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

R-M-5	65'	65'	40'
R-M-6	60'	60'	40'

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

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

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

R-M-5	20'	25'	20'	8'	10'	20'	10'
R-M-6	20'	25'	20'	8'	10'	20'	10'

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

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

2. Note:

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

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

1. Location: Accessory buildings may not be located between the front building line of a main building and the right-of-way that determines the front yard area.
2. Side Yard: An accessory building may be located in a side yard, including a street side, if located no closer than the minimum side yard requirement for the main building pursuant to this subsection F, except that accessory buildings less than ten feet (10') in height and not containing habitable space may be located no closer than five feet (5') from the side property line.
3. Rear Yard: An accessory building may be located in a rear yard no closer than three feet (3') from the side or rear property line or boundary and increased by one foot (1') for each foot of building height in excess of sixteen feet (16'), except that the setback shall be increased to no closer than five feet (5') from the side or rear property line or boundary when adjacent to a right-of-way, which shall be increased by one foot (1') for each foot of building height in excess of sixteen feet (16').
4. Buildings Used To Shelter Animals: Buildings used for the housing or shelter of animals shall be located a minimum distance of forty feet (40') from any existing dwelling or neighborhood street right-of-way or, if approved with a conditional use permit, a minimum of twenty feet (20') from any collector street right-of-way line.
5. Projections: The following may be erected on or projected into any required yard space in Residential Zones:
 1. Fences and walls in conformance with this Code.
 2. Agricultural crops and landscape elements, including trees, shrubs and other plants.
 3. Utility or irrigation equipment or facilities.
 4. Decks not more than two feet (2') high.

5. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks, awnings or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.
 6. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building no greater than eight feet (8') wide and extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.
7. **Parking And Access:** Parking areas and vehicle access in Residential Zones shall meet the requirements of title 16, chapter 16.26, "Parking And Access", of this Code, chapter 17.18, "Uses", of this title, and title 10 of this Code (Traffic Code). A driveway may only directly access a collector or arterial street with approval of the Utah Department of Transportation ("UDOT") for UDOT streets or with approval of the City Engineer for City streets.
8. **Fencing, Screening And Clear Vision:** The fencing, screening and clear vision requirements of this section shall apply in Residential Zones.
 1. **Utility Screening:** In nonresidential developments, all mechanical equipment, antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles in nonresidential developments shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings.
 2. **Incompatible Land Use Screening:** Incompatible land uses, including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as required by the development approval.
 3. **Rear And Side Yard Fencing:** A maximum six foot (6') high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.
 4. **Front Yard Fencing:** A maximum four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or nonobscuring vinyl picket fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street, except as regulated in Clear Vision Areas, according to Section 16.04.200 (J). A masonry or solid vinyl fence or hedge may also be constructed along lot lines to the right-of-way or sidewalk but may not be greater than three feet (3') high. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the fence panel.
 5. **Clear Vision Area:** Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).
 6. **Collector Street Fencing:** Any single-family residential rear or side yard fence erected or maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right-of-way in a Residential Zone shall be constructed according to section 16.04.200 of this Code.
9. **Architecture:** The following exterior materials and architectural standards are required in Residential Zones:
 1. **General Architectural Standards:**
 1. All building materials shall be high quality, durable and low maintenance.
 2. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.

3. Signs shall meet requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
4. Main buildings shall be no greater than thirty five feet (35') high.

2. Architectural Standards For Main Buildings:

1. Residential main buildings shall include a minimum two car garage (minimum twenty-two feet (22') by twenty-two feet (22'), or an approved equivalent area).
2. The minimum total floor area, finished and unfinished, of any residential main building shall be one thousand (1,000) square feet not including a garage.
3. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.

3. Architectural Standards For Accessory Buildings:

1. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.
2. The footprint of accessory buildings in the R-2.5, R-3, R-4, R-5 and R-M Zones shall not exceed sixty percent (60%) of the footprint of the main building, including the footprint of an attached garage, except that the Planning Commission may approve a conditional use permit for an accessory building with a footprint that is greater than sixty percent (60%) but in no case shall exceed the footprint of the main building. In the R-1.8 Zone, the footprint of an accessory building, such as a barn or a stable, shall not exceed the footprint of the main building, except with a conditional use permit approved by the Planning Commission.
3. Any portion of an accessory building within twenty feet (20') of a property line shall meet the following requirements, except as approved by the Planning Commission as a conditional use permit:
 1. Openings (e.g., windows and doors) that are visible from the property line shall not be located in an exterior wall when the floor height exceeds four feet (4') above grade.
 2. The average wall height shall not exceed sixteen feet (16') above grade.
4. Accessory buildings with a footprint exceeding two hundred (200) square feet shall be constructed with a minimum one to twelve (1:12) roof pitch in the R-1.8 Zone, and a minimum three to twelve (3:12) roof pitch over a majority of the structure in all other Residential Zones.
5. Applications for a conditional use permit under subsections I3a, I3b and I3c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting.

10. Landscaping: The following landscaping requirements and standards shall apply in Residential Zones. Landscaping in Residential Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.

1. The front and street side yards of single-family lots shall be fully improved and properly maintained with not less than fifty percent (50%) of the yard area landscaped and not less than fifty percent (50%) of the required landscaped area covered in acceptable live plant material unless otherwise approved with a conditional use permit.
2. All collector street and other public and private park strips in Residential Zones shall be improved and maintained by the adjoining property owners according to specifications adopted by the City unless otherwise allowed with development approval.
3. Where an adjacent park strip in a residential right-of-way is a minimum of five feet (5') wide, park strip improvements shall include one shade tree that is a minimum two inch (2") caliper, for every fifty feet (50') of frontage and spaced evenly throughout the landscaped portion of the park strip, except that park strip trees shall not be planted within thirty feet (30') of a stop sign. Park strip trees shall be consistent with the "Streetscape Tree Species for South Jordan City" list.
4. In developments that have a principal use other than single-family, detached, the following landscaping requirements shall apply:
 1. All areas of developments not approved for parking, buildings, recreation facilities, access, other hard surfaces, or otherwise exempted with development approval shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
 2. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sports or play areas, is required. At least thirty percent (30%) of all required trees shall be a minimum seven foot (7') evergreen. Deciduous trees shall be a minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally spaced, except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.
 3. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of each parking row. Planters shall be at least five feet (5') wide.
 4. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.
 5. All landscaped areas shall be curbed.
5. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any area so included and perpetually preserved as open space may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.
6. All required landscaping in yard areas and open spaces shall be installed prior to occupancy unless deferred pursuant to section 16.04.300, "Deferred Improvements", of this Code.
7. Property owners shall properly irrigate and maintain all landscaped areas, including those in adjacent public rights-of-way that are not maintained by the City.

8. Required trees may not be topped and required landscape material may not be removed in Residential Zones without City approval.
9. Dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

11. Lighting:

1. A lighting plan shall be submitted with all new nonresidential developments in Residential Zones.
 2. Lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
 3. Lighting fixtures in all developments that have a principal use that is not agricultural or residential shall be architectural grade and consistent with the architectural theme of the development.
 4. Lighting fixtures on public property shall be approved by the City Engineer.
12. Streets: Streets in Residential Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Residential Zones unless otherwise provided for in this chapter.

(Ord. 2016-05, 5-3-2016; amd. Ord. 2017-22, 7-18-2017; Ord. 2019-01, 3-5-2019; Ord. 2019-06, 3-19-2019; Ord. 2021-06, 2-16-2021; Ord. 2021-09, 5-4-2021; Ord. 2021-20, 10-5-2021)

HISTORY

Amended by Ord. 2022-16 on 12/6/2022

17.40.030: OTHER REQUIREMENTS

1. Grading: All developments shall be graded as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge all roof drainage onto the subject lot or parcel. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)
2. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.
3. Phasing Plan: A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.
4. Common Areas: All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.
5. Prior Created Lots: Lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a Residential Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter.
6. Approval: Before building permits are issued, all projects shall have been approved according to the provisions and requirements of this Code and the applicable plat recorded with the Salt Lake County Recorder's Office.
7. Open Space: Any open space provided within a subdivision to be jointly owned, maintained and preserved by a homeowners' association and/or special assessment area acceptable to the City shall be labeled and

recorded as common area or as a perpetual open space easement. Private yard areas may not be counted as required open space. The City may determine the location of open space in a subdivision by considering topography, drainage or other land features. The City may require a cash bond or a letter of credit to guarantee installation of improvements.

8. Developer Requirements: Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to the City for staff review. The CC&Rs shall be recorded concurrently with the final plat and, except where the City has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:
 1. An opinion of legal counsel licensed to practice law in the State that the project meets requirements of State law.
 2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to City conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by City staff and approved by the Planning Commission.
 3. Language consistent with section 17.04.300 of this title.

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

CHAPTER 17.60 COMMERCIAL ZONES

17.60.010: PURPOSE

17.60.020: DEVELOPMENT AND DESIGN STANDARDS

17.60.030: OTHER REQUIREMENTS

17.60.010: PURPOSE

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for commercial areas in the city. This chapter shall apply to the following commercial zones established in chapter 17.20, "Zone Establishment", of this title: C-N, C-C, and C-F zones. Uses may only be conducted in commercial zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use, and other associated use regulations are found in chapter 17.18, "Uses", of this title.

1. C-N Zone: The purpose of the C-N zone is to provide areas where small scale commercial retail and service uses may be located to accommodate the daily needs of local residents and passing motorists. Uses should be harmoniously integrated with surrounding neighborhoods and impose minimal detriment resulting from traffic, lighting, noise, or other negative effects.
2. C-C Zone: The purpose of the C-C zone is to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments.

3. C-F Zone: The purpose of the C-F zone is to provide areas along the interstate freeway for major commercial uses that are both compatible with and dependent on freeway visibility and access. Developments should be generally upscale with attention given to coordination of traffic circulation and building placement. Developments should provide a pleasing and functional environment that represents the quality of life in the city and also enhances employment opportunities and the retail tax base of the city.

(Ord. 2015-09, 12-1-2015)

17.60.020: DEVELOPMENT AND DESIGN STANDARDS

1. Development Review: Uses proposed in commercial zones may only be established in conformance with the city's development review procedures. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in commercial zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as allowed under state law.
2. Area Requirements: Commercial zones shall comply with the requirements in the area requirements table below. A C-N zone shall not be established when located within one-third (1/3) mile of another commercial zone (C-N, C-C, or C-F).

Zone	Minimum Zone Area (Acres)¹	Maximum Zone Area (Acres)¹	Minimum Project Area (Acres)²	Minimum Lot Area (Acres)
C-N	1	10 ³	1	n/a
C-C	5	n/a	1	n/a
C-F	5	n/a	1	n/a

Notes

¹"Zone area" is defined as all contiguous lots or parcels that have the same zoning designation. A zone area intersected by a public right of way is considered as 1 zone area.

²"Project area" is defined as a development for which preliminary plat or site plan approval has been proposed or granted.

³A C-N zone area not traversed by a public right of way shall not exceed 5 acres.

3. Density: There is no restriction on the number of lots or parcels or the number of buildings on a lot or parcel, except as may be limited by other standards, regulations, or requirements of this title (planning and land use ordinance), in commercial zones.
4. Lot Width And Frontage: No minimum lot width is required for lots in Commercial Zones. Lots not fronting on a street must be accessible to the public via a recorded easement or right-of-way.
5. Yard Area: The following yard area requirements apply to lots or parcels in Commercial Zones:
 1. The following minimum yard area requirements apply to main and accessory buildings: (Ord. 2015-09, 12-1-2015)
 1. The required yard area for front, side, and rear yards shall extend a distance of twenty feet (20') away from and along a property line adjacent to the edge of a public right-of-way (back of sidewalk for a typical street cross section). An alternative edge line to be used for

measuring the minimum yard area may be established where an atypical street cross section exists and when recommended by the Planning Director and approved by the Planning Commission. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)

2. The required yard area for front, side, and rear yards shall extend a distance of thirty feet (30') away from and along a property line adjacent to a Residential or Agricultural Zone.
2. The minimum yard area requirement may be reduced, when the reduction does not violate clear vision requirements of this Code, in the following circumstances:
 1. The required yard area of subsection E1a of this section may be reduced from twenty feet (20') to ten feet (10') for buildings designed with a public entrance to the building that is oriented toward and directly connected to the adjacent right-of-way by a pedestrian walkway and the side of the building that is oriented to the right-of-way includes architectural elements that distinguish it as the primary pedestrian access to the building.
 2. Should an adjacent Residential or Agricultural zoned property have a future land use designation that is not residential or agricultural, the required yard area of subsection E1b of this section may be reduced if approved by the Planning Commission with site plan review.
3. The following may be projected into any required yard area in Commercial Zones:
 1. Fences and walls in conformance to City codes and ordinances.
 2. Landscape elements, including trees, shrubs and other plants.
 3. Minor utility or irrigation equipment or facilities.
 4. Decks not more than two feet (2') in height.
 5. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to a building that does not extend more than two feet (2') into a side yard area or four feet (4') into a front or rear yard area.
 6. Chimneys, fireplace keys, box or bay windows, or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard.
6. Parking And Access: Parking areas and access in Commercial Zones shall comply with title 16, chapter 16.26, "Parking And Access", of this Code; chapter 17.18, "Uses", of this title; title 10, "Vehicles And Traffic", of this Code; and the following:
 1. Surface parking areas, except for approved street parking, shall not be located between a building and a public right-of-way on lots or parcels adjacent to a public right-of-way. This requirement shall only apply to one side of a lot or parcel that is adjacent to a public right-of-way on multiple sides.
 2. Surface parking areas, except for approved street parking, located within thirty feet (30') of a public right-of-way shall be screened by grading, landscaping, walls/fences, or a combination of these, to a height of three feet (3') above the surface of the parking area. (Ord. 2015-09, 12-1-2015)
 3. The Planning Director may approve an exception to the requirements of this subsection F if he or she determines that any of the requirements are not reasonably possible based on the unique characteristics of the site. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)

7. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply to all Commercial Zones: (Ord. 2015-09, 12-1-2015)

1. All mechanical equipment, antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)
2. The boundary of a Commercial Zone that is not in or adjacent to a public right-of-way and that is adjacent to a Residential or Agricultural Zone shall be fenced with a six foot (6') high, decorative precast concrete panel or masonry fence as determined with development approval. A six foot (6') solid vinyl boundary fencing may be used in unusual circumstances such as when the Commercial Zone is adjacent to property which is master planned for nonresidential uses. A higher fence may be required or allowed in unusual circumstances. A building permit may be required for fences and walls according to applicable Building Codes. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined with development approval.
3. No wall, fence or screening material shall be erected between a street and a front or street side building line in Commercial Zones, except as required by subsection G1 of this section.
4. Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).

8. Architecture: The following exterior materials and architectural standards are required in Commercial Zones:

1. Applicants for development approval shall submit for site plan review architectural drawings and elevations, exterior materials, and colors of all proposed buildings. In projects containing multiple buildings, the applicant shall submit a design book that includes an architectural theme, features, exterior materials and colors governing the entire project.
2. All building materials shall be high quality, durable and low maintenance.
3. In the C-N Zone, exterior walls of buildings shall be constructed with a minimum of fifty percent (50%) brick or stone. The 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. Other materials may also be used for decorative accents and trim in the C-N Zone with development approval. Roofs in the C-N Zone shall be hipped or gabled with a minimum six to twelve (6:12) pitch.
4. Exterior walls of buildings that are longer than sixty feet (60') in length shall have relief features at least four inches (4") deep at planned intervals.
5. All sides of buildings shall receive design consideration.
6. Signs shall meet requirements of title 16, chapter 16.36 of this Code and shall be constructed of materials that are consistent with the buildings that they identify.
7. Buildings and structures in Commercial Zones shall not exceed the height shown in the maximum building height table below unless otherwise allowed in this title.

Zone	Main Building	Other Structures

C-N	35 feet	25 feet
C-C	35 feet	35 feet
C-F	No maximum	No maximum

8. The exteriors of buildings in Commercial Zones shall be properly maintained by the owners. (Ord. 2015-09, 12-1-2015)
9. Grading And Drainage: All developments shall be graded to comply with subsection 16.10.040E9 of this Code and as required by the Planning Department to provide adequate drainage. Buildings shall be equipped with facilities that discharge of all roof drainage onto the subject lot or parcel. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
10. Landscaping: The following landscaping requirements and standards shall apply in Commercial Zones. Landscaping in Commercial Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.
 1. The area of front, side, and rear yards along an adjacent property line and extending away from the property line a distance prescribed in the requirements of this subsection shall be landscaped with grass, trees, and other live plant material.
 1. The required yard landscape area for a yard adjacent to a residential or agricultural zone shall be not less than ten feet (10'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
 2. The required yard landscape area for a yard adjacent to a public right of way shall be twenty feet (20'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
 2. All areas of lots or parcels in commercial zones not approved for parking, buildings, or other hard surfacing shall be landscaped and properly maintained with grass, deciduous and evergreen trees, and other plant material in conjunction with a landscape plan for the development that has been designed and prepared by a landscape architect and approved by the planning commission.
 3. A minimum of one tree per five hundred (500) square feet, or part thereof, of required landscaped yard areas is required in commercial zones in addition to other trees required in this section. A minimum of thirty percent (30%) of required yard area trees shall be minimum seven foot (7') tall evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees required in this section need not be equally spaced but shall be dispersed throughout the required yard areas on the site.
 4. All collector street and other public and private park strips in commercial zones shall be improved and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval. Park strip trees shall not be planted within thirty feet (30') of a stop sign.
 5. Trees shall not be topped and required landscape areas shall not be redesigned or removed without city approval. Property owners shall replace any dead plant material in accordance with the requirements of this chapter and the conditions of site plan or plat approval.
 6. The following landscaping requirements shall apply to parking areas:

1. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.
 2. 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.
 3. All landscaped areas adjacent to parking areas shall be curbed.
 7. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required yard space for the development. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
 8. All required landscaping shall be installed (or escrowed due to season) prior to occupancy.
 9. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners.
11. Lighting: The following lighting requirements shall apply in commercial zones:
1. Applicants for development approval shall submit a lighting plan, which shall include a photometric analysis.
 2. Site lighting shall adequately light all parking areas, walkways, and common areas. Site lighting shall be designed and/or shielded to prevent glare on adjacent properties.
 3. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
 4. Lighting fixtures on public property shall be architectural grade and consistent with a streetlight design approved by the city engineer.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2021-09, 5-4-2021)

HISTORY

Amended by Ord. 2022-16 on 12/6/2022

17.60.030: OTHER REQUIREMENTS

1. Private Covenants: The developer of a condominium project in a commercial zone shall submit a proposed declaration of covenants to the city attorney for review, including an opinion of legal counsel licensed to practice law in the state that the condominium meets requirements of state law, and record the covenants with the condominium plat for the project.
2. Maintenance: All private areas in developments shall be properly maintained by the property owners.
3. Easements: Buildings may not be located within a public easement.

4. Phasing Plan: Applicants seeking development approval of a phased project shall submit for review at the time of preliminary plat or site plan approval a project phasing plan. Development shall be in accordance with the project phasing plan unless the city approves a revised project phasing plan.
5. Nonconforming Lots Or Parcels: Nonconforming lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a commercial zone shall be brought into conformance with the requirements of this chapter prior to development.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2016-05, 5-3-2016)

EXHIBIT E
(Resolution R2023-25)

[TO BE INSERTED]

(Approved Architecture, Elevations, Materials, and Design)

