

SOUTH JORDAN CITY PLANNING COMMISSION STAFF REPORT

MEETING DATE: FEBRUARY 24, 2026

FILE OVERVIEW

Item Name	Park Place Phase 5 Land Use Amendment & Rezone
Address	11011 S 1055 W South Jordan, UT 84095
File Number	PLZBA202500205
Applicant	Derek Rindlisbacher
Property Owner	CHRISTINE DEARING LIVING TRUST
Staff Author	Miguel Aguilera

PROPERTY OVERVIEW

Acreage	2.02 Acres		
Recorded Subdivision	Unplatted Land		
Current Zone	A-1 (Agriculture)		
Proposed Zone	R-2.5 (Single-Family Residential)		
Current Land Use	AP (Agricultural Preservation)		
Proposed Land Use	SN (Stable Neighborhood)		
Neighboring Properties	<i>Zone</i>		<i>Current Land Use</i>
	<i>North</i>	A-1	Agricultural Preservation
	<i>East</i>	P-O	Economic Infill Opportunity
	<i>South</i>	R-2.5	Stable Neighborhood
	<i>West</i>	R-2.5	Stable Neighborhood

ITEM SUMMARY

The applicant is requesting the Planning Commission review and recommend approval of a land use amendment and rezone for a property located at 11011 S 1055 W. This application will amend the land use to Stable Neighborhood and rezone the property to R-2.5. The application includes a development agreement. Staff is **recommending approval** of the application.

TIMELINE

- **October 16, 2025**, the applicant and his team attend a Development Review Consultation (DRC) meeting with city staff to discuss the rezone concept plan.
- **October 20, 2025**, the applicant submitted a complete land use amendment and rezone application to Staff for review. The application was revised a total of 2 times to address all staff comments.
- **December 3, 2025**, the applicant requested the public hearing this application be rescheduled due to changes in concept and the requested zone.
- **January, 2026**, the applicant began to work on a development agreement with the city to request modifications to some of the 2.5 zone standards and to agree on how to develop the right-of-way.
- **February 13, 2026**, staff sent out notices for the public hearing on 2/24/2026.

REPORT ANALYSIS

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

The future concept plan shows three separate lots subdivided from the main parcel. It also shows New Berkshire Lane extending north to connect with the future trail and ROW on the north side. The front lot, Lot 1, will have the existing home and connect directly with 1055 W and the extended New Berkshire Lane. Lot 2 will have the New Berkshire Lane connection and an access lane extending to Lot 3 in the rear. The access lane will have a turnaround for emergency services. The rezone plan meets the requirements of the R-2.5 zone density and lot size.

The development agreement makes modifications to some of the setbacks for each lot of the proposed subdivision. This was necessary because the shape, size, and connection to the ROW of the two rear lots made it so that the building envelopes under the standard residential zone setbacks would be smaller than desired. The agreement also outlines obligations for both the City and the Developer in constructing the ROW and trail. Exhibit H of the agreement shows the finished ROW concept and each party's participation area.

FINDINGS AND RECOMMENDATION

General Plan Conformance

The application is in conformance with the following goals and strategies from the general plan:

- LIVE GOAL 3: Facilitate the growth of new, safe, and well-planned neighborhoods within the City.
- LIVE GOAL 4: Maintain existing and well-maintained single-family residential neighborhoods.

Findings:

- This application is subject to the Park Place Phase 5 Development Agreement.
- Two properties are subject to this land use amendment and rezone.
- Each proposed lot of the future Park Place Phase 5 subdivision will exceed the minimum lot size in the R-2.5 zone. The setback modifications are requested mainly due to the lot shapes and their access to the future ROW.
- The City and the Developer each have obligations under the associated agreement to complete the ROW and trail.
- If approval is given for the land use amendment and rezone, the applicant is aware the next step in the process is to apply for a preliminary subdivision.

Conclusions:

- The application is in conformance with the General Plan and the City’s Strategic Priorities.

Planning Staff Recommendation:

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

PLANNING COMMISSION ACTION

Required Action:

Recommendation for City Council

Scope of Decision:

This is a legislative item that will be decided by the City Council. The decision should consider prior adopted policies, especially the General Plan.

Standard of Approval:

As described in City Code §[17.22.020](#), the following guidelines shall be considered in the rezoning of parcels:

- 1- The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- 2- The parcel to be rezoned can accommodate the requirements of the proposed zone.

- 3- The rezoning will not impair the development potential of the parcel or neighboring properties.

Motion Ready:

I move that the Planning Commission recommends that the City Council approves:

1. Resolution R2026-04, authorizing the mayor of the City of South Jordan to enter into a development agreement with Bach Land and Development LLC.
2. Resolution R2026-05, amending the land use from Agricultural Preservation to Stable Neighborhood.
3. Ordinance 2026-03-Z, rezoning from Agriculture (A-1) to Single-Family Residential (R-2.5).

Alternatives:

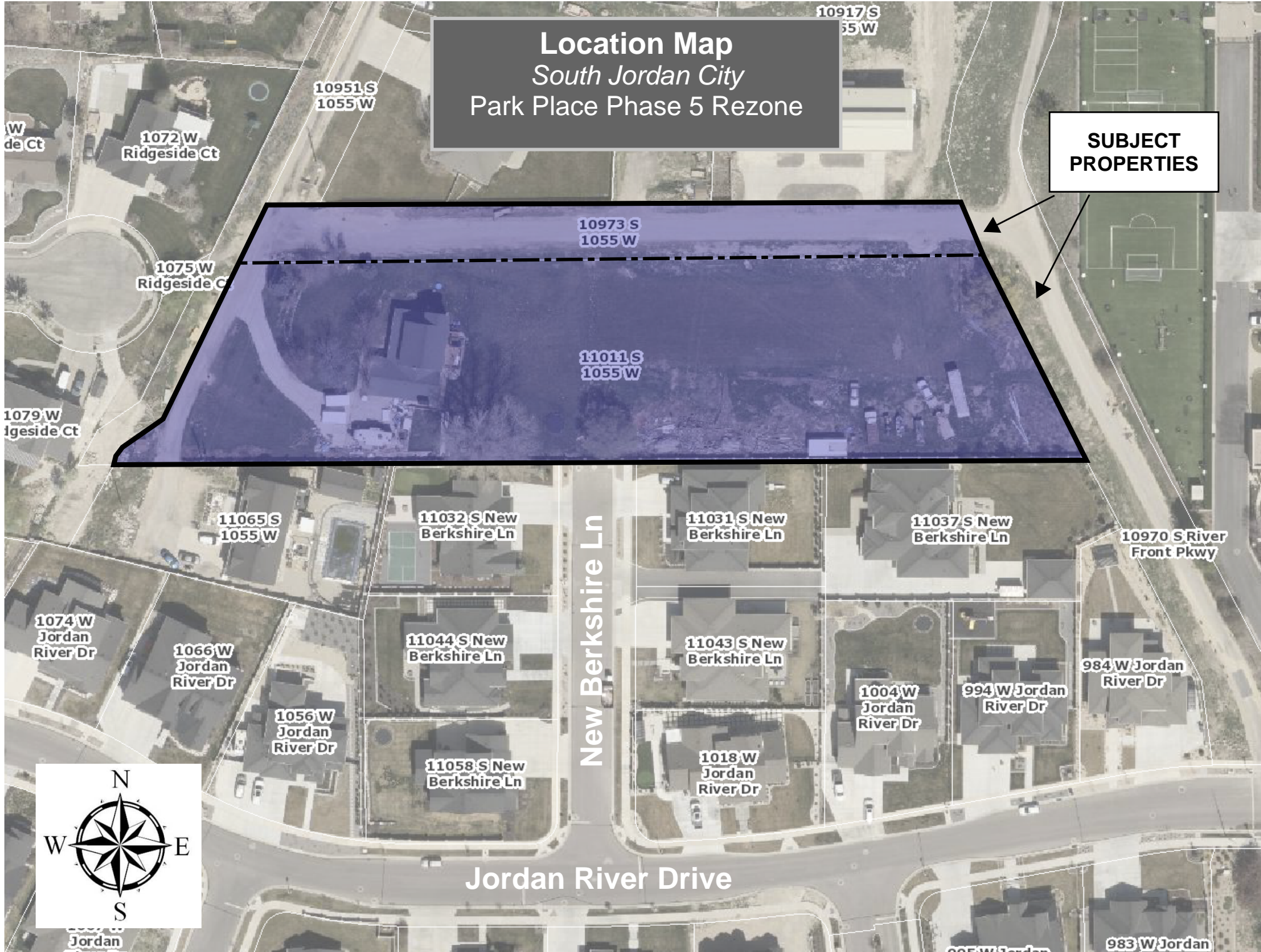
1. Recommend approval with conditions.
2. Recommend denial of the application.
3. Schedule the application for a decision at some future date.

SUPPORTING MATERIALS

1. Attachment A, Location Map
2. Attachment B, Zoning Map
3. Attachment C, Land Use Map
4. Attachment D, Concept Plan
5. Attachment E, Infrastructure Analysis
6. Resolution R2026-04, authorizing mayor to enter into development agreement
7. Resolution R2026-05, amending the land use
8. Ordinance 2026-03-Z, rezoning of the properties
9. Park Place Phase 5 Development Agreement

Location Map
South Jordan City
Park Place Phase 5 Rezone

**SUBJECT
PROPERTIES**



1072 W Ridgeside Ct

1072 W Ridgeside Ct

10951 S 1055 W

10917 S 1055 W

1075 W Ridgeside Ct

10973 S 1055 W

11011 S 1055 W

1079 W Ridgeside Ct

11065 S 1055 W

11032 S New Berkshire Ln

11031 S New Berkshire Ln

11037 S New Berkshire Ln

10970 S River Front Pkwy

1074 W Jordan River Dr

1066 W Jordan River Dr

11044 S New Berkshire Ln

11043 S New Berkshire Ln

1004 W Jordan River Dr

994 W Jordan River Dr

984 W Jordan River Dr

1056 W Jordan River Dr

11058 S New Berkshire Ln

1018 W Jordan River Dr

New Berkshire Ln

Jordan River Drive



Jordan

995 W Jordan

983 W Jordan

Zoning Map

South Jordan City

Park Place Phase 5 Rezone

SUBJECT PROPERTIES

A-1

**11011 S
1055 W**

**10973 S
1055 W**

**10963 S
1055 W**

**10951 S
1055 W**

**10952 S
1055 W**

**1075 W
Ridgeside Ct**

**1072 W
Ridgeside Ct**

**1082 W
Ridgeside Ct**

**1079 W
Ridgeside Ct**

**11065 S
1055 W**

**11032 S New
Berkshire Ln**

**11031 S New
Berkshire Ln**

**11037 S New
Berkshire Ln**

**1074 W
Jordan
River Dr**

**1066 W
Jordan
River Dr**

**11044 S New
Berkshire Ln**

**11043 S New
Berkshire Ln**

**1056 W
Jordan
River Dr**

**11058 S New
Berkshire Ln**

**1018 W
Jordan
River Dr**

**1004 W
Jordan
River Dr**





**994 W
Jordan
River Dr**

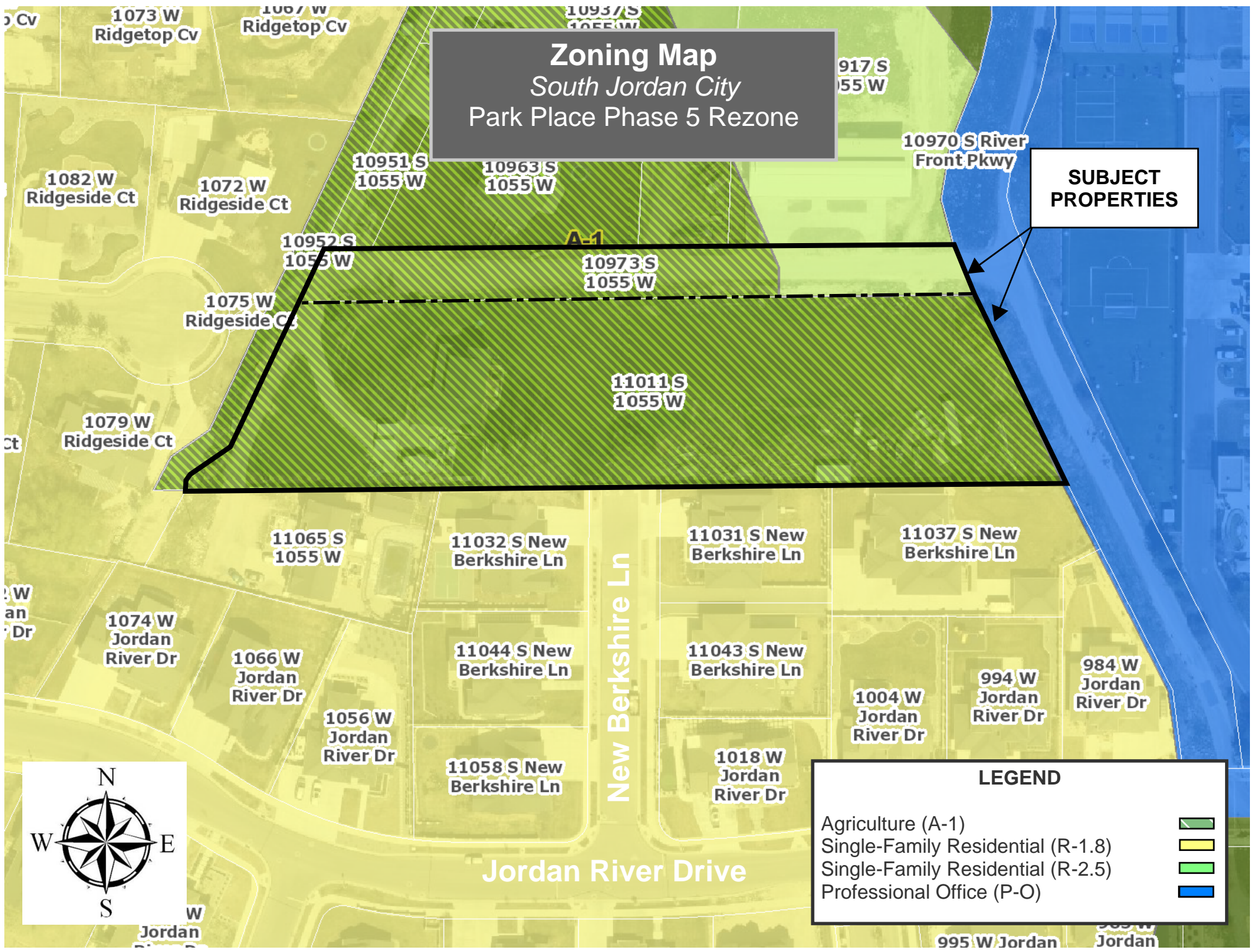
**984 W
Jordan
River Dr**

New Berkshire Ln

Jordan River Drive

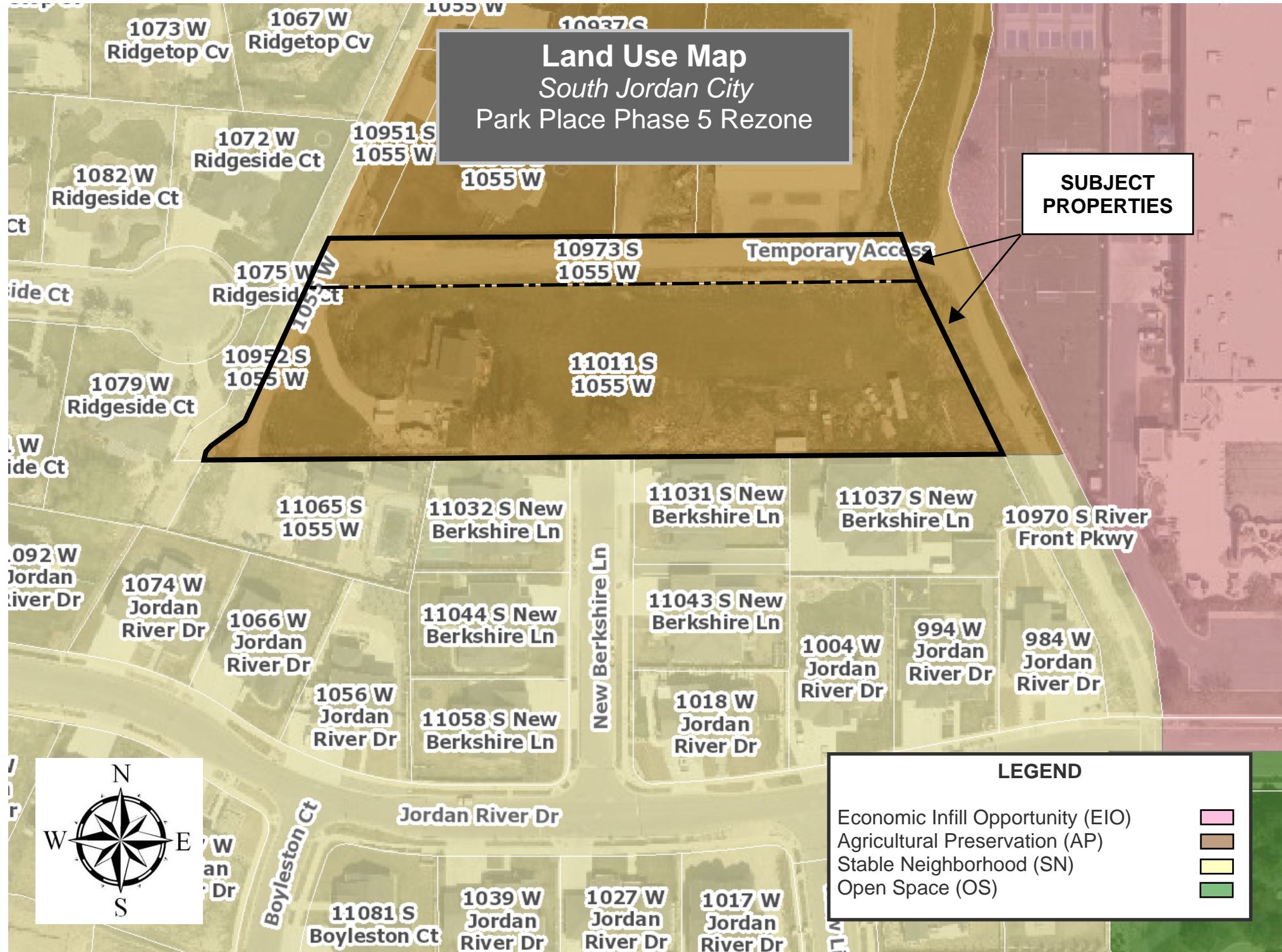
LEGEND

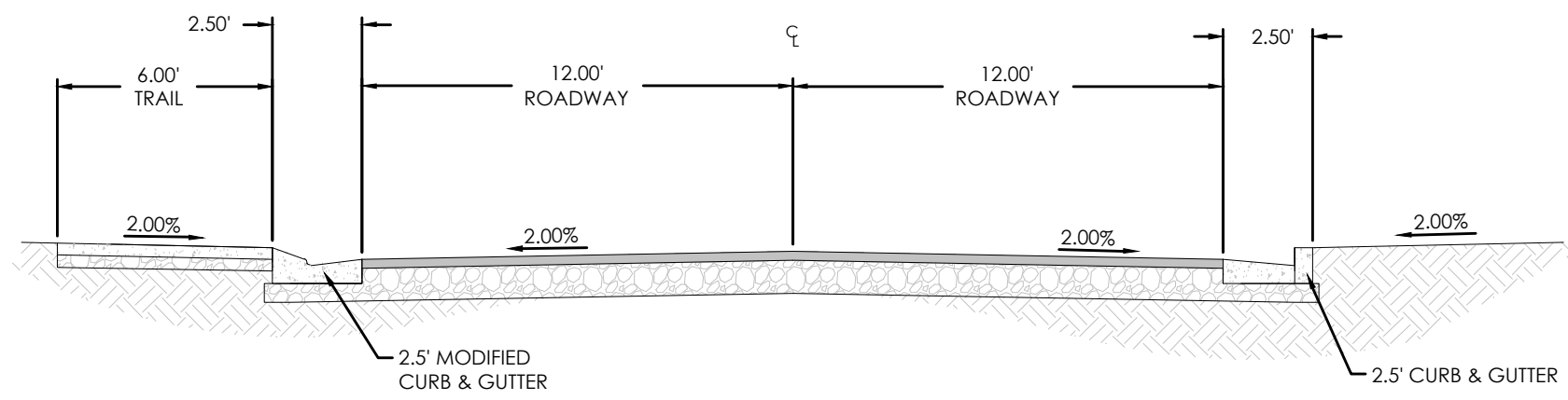
- Agriculture (A-1) 
- Single-Family Residential (R-1.8) 
- Single-Family Residential (R-2.5) 
- Professional Office (P-O) 



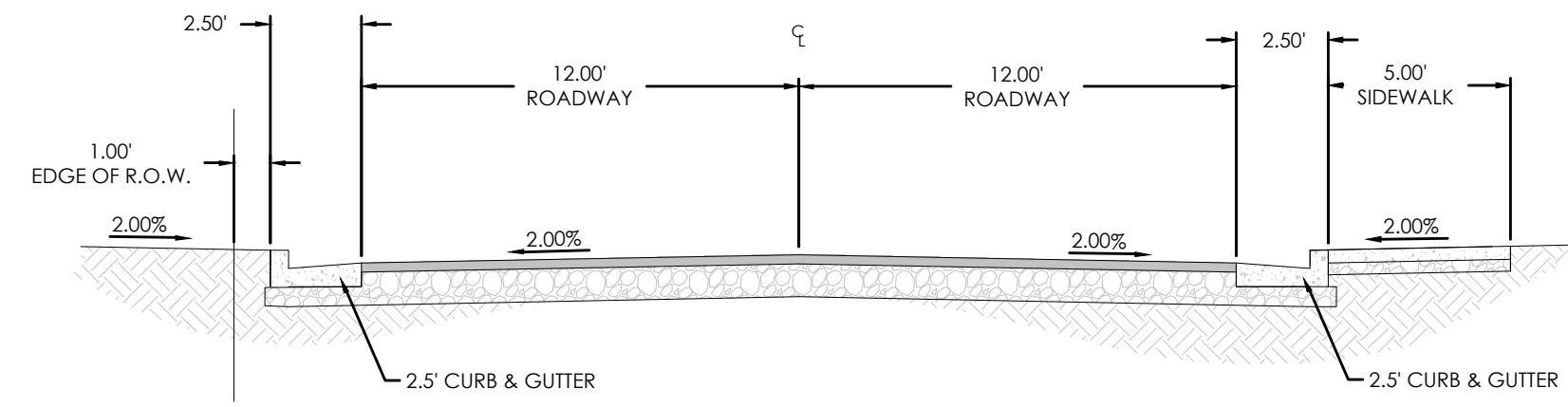
Land Use Map
South Jordan City
 Park Place Phase 5 Rezone

SUBJECT PROPERTIES

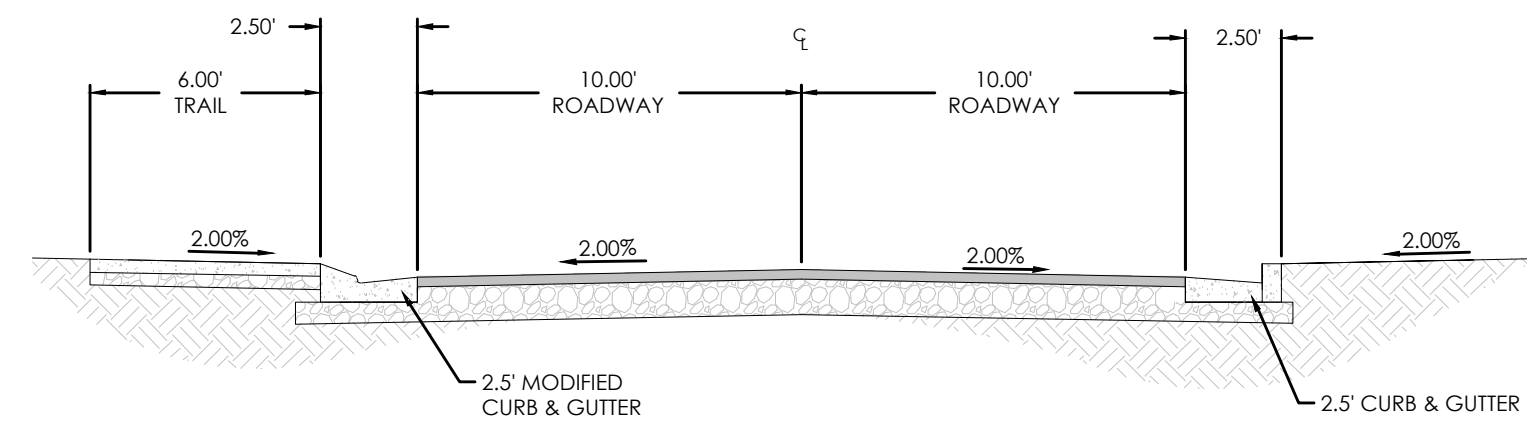




NEW BERKSHIRE LANE
N.T.S.



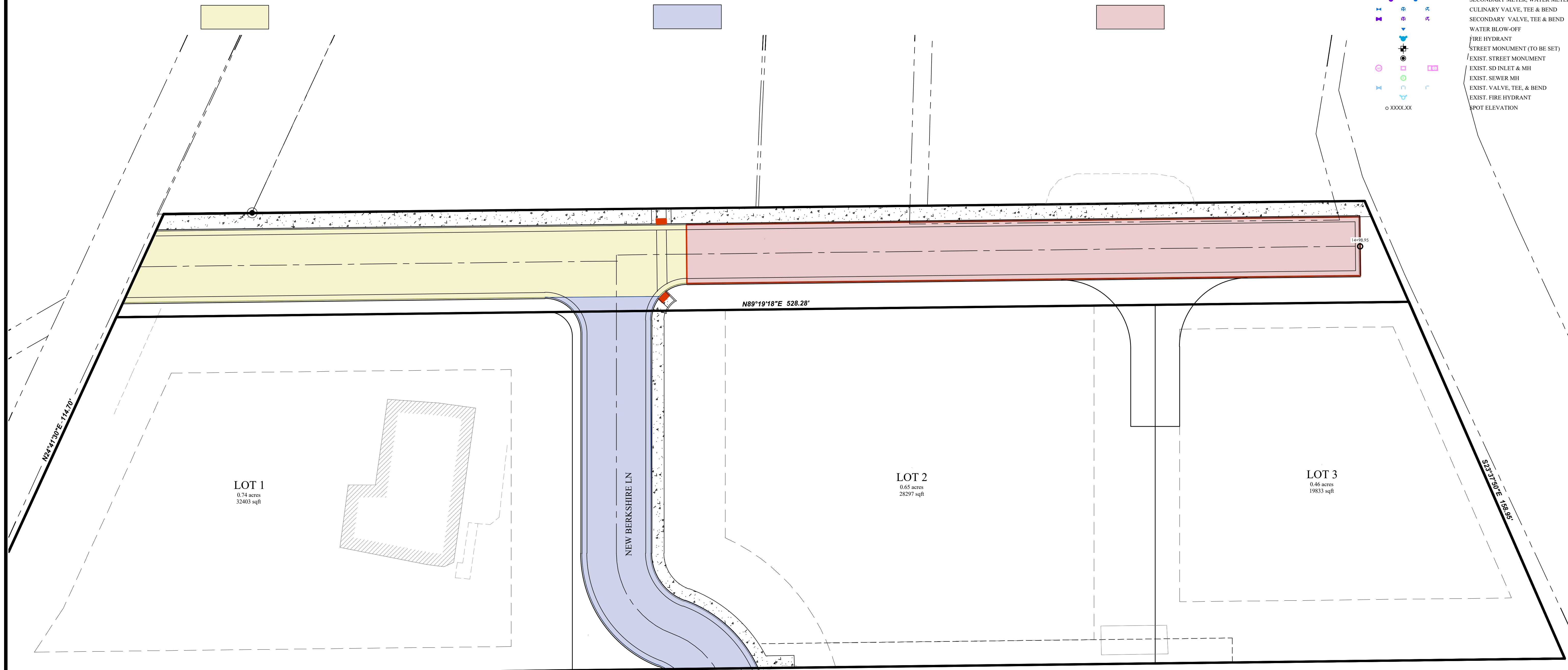
NEW BERKSHIRE LANE CONNECTION
N.T.S.



LANE
N.T.S.

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX' STORM DRAIN
- XX' SANITARY SEWER
- XX' CULINARY WATER
- XX' PRESSURE IRRIGATION
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- SECONDARY METER, WATER METER
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION



FOCUS
CONSULTING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047 PH: (801) 552-0075
www.focus-cc.com

FOR REVIEW ONLY

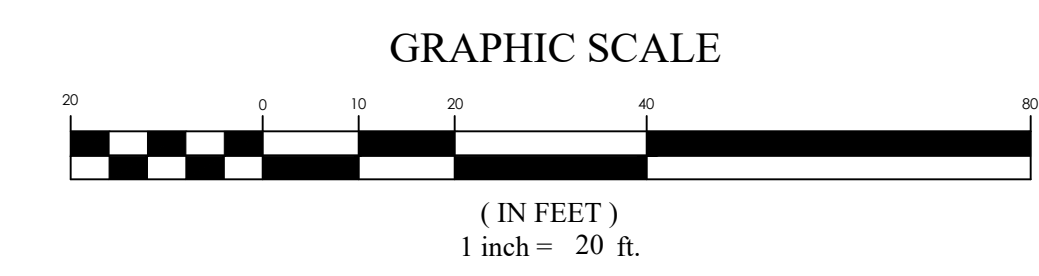
PARK PLACE PHASE 5
SOUTH JORDAN, UT
SITE PLAN EXHIBIT

REVISION BLOCK	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SITE PLAN EXHIBIT

Scale: 1" = 20'
Date: 02/18/2026
Sheet: S01

Drawn: RWU
Job #: 25-0348



Z:\2025\25-0348 Park Place Phase 5\design\25-0348 (wmg)\entire\25-0348 Park Place 5 Site Exhibit.dwg

LAND USE AMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	Park Place Phase 5 A-1 to R1.8
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Planner Assigned	Miguel Aguilera
Engineer Assigned	Shane Greenwood

The Engineering Department has reviewed this application and has the following comments:

Transportation: *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The subject property is located at 11011 South 1055 West with three proposed residential lots which includes an existing home on one of the lots. The two proposed undeveloped lots will be accessed from extending New Berkshire Lane to the north and east within the 10973 South property. The existing home lot is accessed from 1055 West Street. Both roadways should have sufficient capacity for the additional traffic. A traffic study will not be required.

Culinary Water: *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

The proposed undeveloped lots can be serviced by extending the water main north from New Berkshire Lane. A culinary water model is required for the proposed subdivision. With the additional services and possible fire hydrant, the water model may require looping the water main from New Berkshire Lane tying into the water main in 1055 West.

Secondary Water: *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

Not required at this time for the proposed residential lots.

Sanitary Sewer: *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*


At the time of Subdivision approval, the developer must submit an approval letter from Jordan Basin Improvement District stating sufficient capacity for any additional sewer connections to the sewer main in the area. It is anticipated that adequate sewer service is available.

Storm Drainage: *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*

It is anticipated that the storm drainage from the proposed residential lots will be retained on the proposed respective building lots. An engineered grading design and all standard storm drainage requirements will be required with the future subdivision development.


Other Items: *(Any other items that might be of concern)*

Report Approved:



Development Engineer

11/26/25
Date



Brad Klavano, PE, PLS
Director of Engineering/City Engineer

11/26/25
Date

RESOLUTION R2026-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR OF THE CITY OF SOUTH JORDAN TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BACH LAND AND DEVELOPMENT, LLC PERTAINING TO PROPERTY LOCATED AT 11011 S 1055 W.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (“City”) 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 § 10-20-102(2) et seq., as amended.; and

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

WHEREAS, Bach Land and Development, LLC now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property located at 11011 S 1055 W (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 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 Park Place Phase 5 Development Agreement, which is attached hereto as Exhibit 1.

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

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

[SIGNATURE PAGE FOLLOWS]

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

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

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

Exhibit 1

(Development Agreement)

RESOLUTION R2026 - 05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF THE CITY OF SOUTH JORDAN FROM AGRICULTURAL PRESERVATION (AP) TO STABLE NEIGHBORHOOD (SN) ON PROPERTY LOCATED AT 11011 S 1055 W; DEREK RINDLISBACHER (APPLICANT).

WHEREAS, the City Council of the City of South Jordan (“City Council”) has adopted the Future Land Use Plan Map and the General Plan of the City of South Jordan (“Land Use Map”); and

WHEREAS, the Applicant requested that the City Council amend the Land Use Map by changing the land use designation on property located at 11011 S 1055 W from Agricultural Preservation (AP) to Stable Neighborhood (SN); and

WHEREAS, the South Jordan Planning Commission reviewed Applicant’s proposed amendment and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing concerning the proposed amendment; and

WHEREAS, the City Council finds that amending the Land Use Map as proposed by the Applicant will enhance the public health, safety and general welfare, and promote the goals of the General Plan.

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

SECTION 1. Amendment. The land use designation of the Land Use Map of property described in Application PLZBA202500205, located at 11011 S 1055 W in the City of South Jordan, Utah, is hereby changed from Agricultural Preservation (AP) to Stable Neighborhood (SN), as shown in **Exhibit A**.

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

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

[SIGNATURE PAGE FOLLOWS]

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

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

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

Exhibit A

(Property Description and Land Use Map)

AP Land Use to SN Land Use

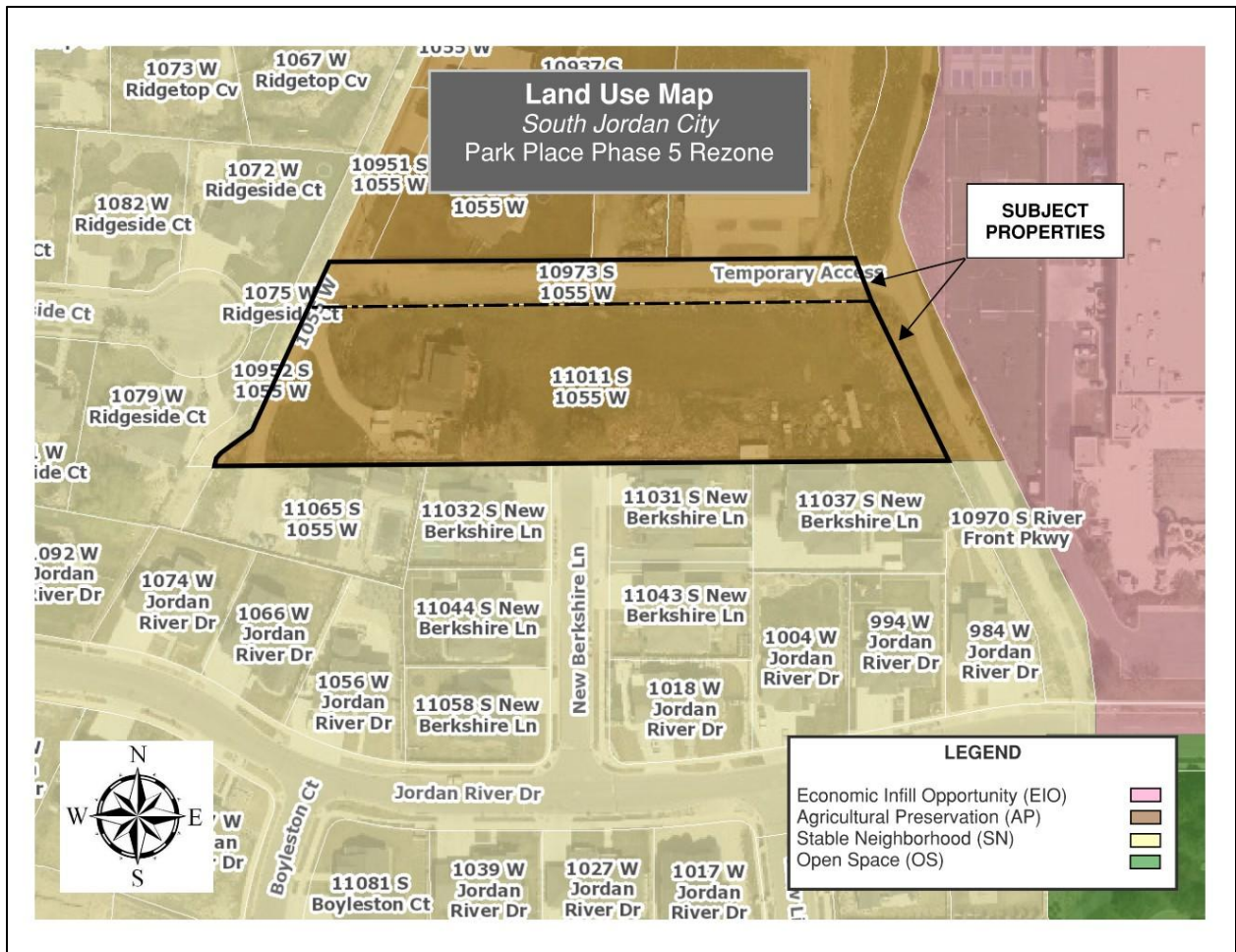
PARCEL: 27231260030000

BEG S 2595.05 FT & E 2070.43 FT FR W 1/4 COR OF SEC 14, T 3S, R 1W, S L M; N 89°19'18" E 528.28 FT TO CEN LINE OF BECKSTEAD DITCH; S 23°37'50" E 158.95 FT; S 89°19'18" W 668.27 FT; N 33°21'39" E 51.56 FT M OR L; N 24°41'30" E 114.7 FT TO BEG. 2.0 AC 5999-1579, 5985-247, 5980-2766, 5792-2129, 2125, 5478-1313, 5432-1718, 5328-1182, 3939-404 05994-1348 10754-7412

PARCEL: 27143770220000

BEG S 2264 FT & E 2192.24 FT & N 5°22'20" E 124.63 FT FR W 1/4 COR OF SEC 14, T 3S, R 1W, SLM; N 24°46'17" E 44.27 FT; N 89°24'05" E 492.37 FT; S 23°22'50" E 43.44 FT; S 89°24'05" W 528.28 FT TO BEG. 0.48 AC.

Land Use Map



ORDINANCE NO. 2026-03-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 11011 S 1055 W FROM A-1 (AGRICULTURAL) ZONE TO R-2.5 (SINGLE-FAMILY RESIDENTIAL) ZONE. DEREK RINDLIBACHER (APPLICANT).

WHEREAS, the City Council of the City of South Jordan (“City Council”) has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the City Code) with the accompanying Zoning Map; and

WHEREAS, the Applicant, Derek Rindlisbacher, proposed that the City Council amend the Zoning Map by rezoning the property described in the attached **Exhibit A**; and

WHEREAS, the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing concerning the proposed rezoning; and

WHEREAS, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan.

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

SECTION 1. Rezone. The property described in Application PLZBA202500205 filed by Derek Rindlisbacher, located at 11011 S 1055 W whereby reclassified from the A-1 (Agricultural) Zone to the R-2.5 (Single-Family Residential) Zone, on property described/shown in the attached **Exhibit A**.

SECTION 2. Filing of Zoning Map. The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

SECTION 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

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

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

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

EXHIBIT A

(Property Description)

A-1 Zone to R-2.5 Zone

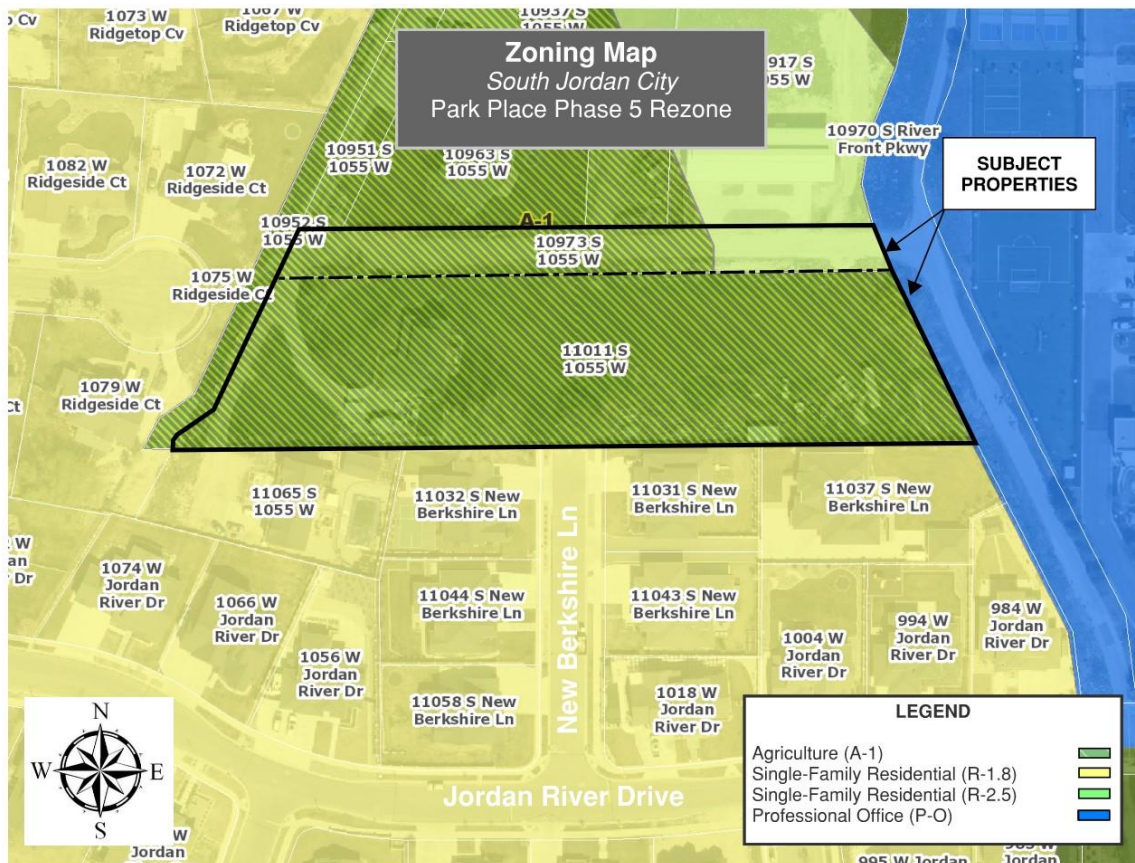
PARCEL: 27-23-126-003

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PARCEL: 27-14-377-022

BEG S 2264 FT & E 2192.24 FT & N 5°22'20" E 124.63 FT FR W 1/4 COR OF SEC 14, T 3S, R 1W, SLM; N 24°46'17" E 44.27 FT; N 89°24'05" E 492.37 FT; S 23°22'50" E 43.44 FT; S 89°24'05" W 528.28 FT TO BEG. 0.48 AC.

(Zoning Map)



PARK PLACE PHASE 5 DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

TERMS

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

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

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

D. Developer Obligations.

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

2. Individual Lot Setback Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

E. City Obligations.

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

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

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

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

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

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

F. Vested Rights and Reserved Legislative Powers.

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

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

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

H. General Provisions.

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

the change is to become effective:

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

If to Developer:

 ATTN: Greg Rindlisbacher
 Bach Land and Development, LLC
 11650 South State Street,
 Draper, Utah 84020

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

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

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

5. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

11. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. No Third Party Rights. The obligations of the Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

14. Assignment. Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement and Developer shall be deemed released of its obligations in connection with this Agreement; provided, however, that Developer shall provide the City with notice of the assignment of this Agreement within a reasonable time after the occurrence of such assignment.

15. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

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

{Signatures follow on next page}

CITY OF SOUTH JORDAN,
a Utah Municipal Corporation

APPROVED AS TO FORM:

By: _____
Dawn R. Ramsey, Mayor

Attorney for the City

State of Utah)
) :ss
County of Salt Lake)

On this ____ day of _____, 2026, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Mayor of the City of South Jordan, a Utah municipal corporation, and said document was signed by her in behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and she acknowledged to me that said municipal corporation executed the same.

Notary Public
My Commission Expires:

BACH LAND AND DEVELOPMENT LLC, a Utah Limited Liability Company

By: _____

Name: _____

Title: _____

State of Utah)
) :ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of Bach Land and Development, LLC, a Utah Limited Company, on behalf of the company. Witness my hand and official seal.

Notary Public
My Commission Expires:

Exhibit A
(Owner's Affidavit)

OWNER'S AFFIDAVIT

This Affidavit is made by Christine Dearing Living Trust (fill in this blank with the name or names of all owners) (hereafter the "Owner" or "Owners") who owns fee simple title of the following parcel(s): 27-23-126-003-0000 located within the boundaries of the City of South Jordan (the "Property").

Bach Homes

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Rezone the Property | <input type="checkbox"/> Variance Request |
| <input checked="" type="checkbox"/> Change Property's Future Land Use designation | <input type="checkbox"/> Accessory Dwelling Unit |
| <input checked="" type="checkbox"/> Development Agreement (including execution and recording of a Development Agreement that may change the allowed uses of the Property or alter the value of the Property). | <input type="checkbox"/> Reasonable Accommodation Request |
| | <input type="checkbox"/> Other: _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |
-
- | |
|--|
| <input checked="" type="checkbox"/> Subdivision or Subdivision Amendment |
| <input checked="" type="checkbox"/> Site Plan (may include a minor site plan or site plan amendment) |
| <input type="checkbox"/> Small Residential Development |
| <input type="checkbox"/> Conditional Use Permit |

The Owner understands that this authorization allows the Representative to submit applications to the City of South Jordan for the above-checked purposes and execute agreements that may change the uses and the value of the property.

OWNER SIGNATURE

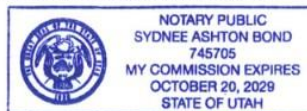
Christine B. Dearing

OWNER SIGNATURE

State of Utah)
County of Salt Lake)

On the 11th day of February, 2026, personally appeared before me Christine Dearing, the signer of the above instrument, who duly subscribed and swore before me that he executed the same.

Sydney Ashton Bond
Notary Public



(seal)

Exhibit B

(Legal Description)

Parcel: 27231260030000

BEG S 2595.05 FT & E 2070.43 FT FR W 1/4 COR OF SEC 14, T 3S, R 1W, S L M; N 89°19'18" E 528.28 FT TO CEN LINE OF BECKSTEAD DITCH; S 23°37'50" E 158.95 FT; S 89°19'18" W 668.27 FT; N 33°21'39" E 51.56 FT M OR L; N 24°41'30" E 114.7 FT TO BEG. 2.0 AC 5999-1579, 5985-247, 5980-2766, 5792-2129, 2125, 5478-1313, 5432-1718, 5328-1182, 3939-404 05994-1348 10754-7412

Parcel: 27143770220000

BEG S 2264 FT & E 2192.24 FT & N 5°22'20" E 124.63 FT FR W 1/4 COR OF SEC 14, T 3S, R 1W, SLM; N 24°46'17" E 44.27 FT; N 89°24'05" E 492.37 FT; S 23°22'50" E 43.44 FT; S 89°24'05" W 528.28 FT TO BEG. 0.48 AC.

Exhibit D

(A-1 ZONE City Code Provisions)

CHAPTER 17.30 AGRICULTURAL ZONES

17.30.010: PURPOSE

17.30.020: DEVELOPMENT AND DESIGN STANDARDS

17.30.030: OTHER REQUIREMENTS

17.30.010: 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 agricultural areas in a growing suburban city. This chapter shall apply to the following agricultural zones as established in chapter 17.20, "Zone Establishment", of this title: A-5 and A-1 zones. Uses may only be conducted in agricultural zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use and associated use regulations may be found in chapter 17.18, "Uses", of this title.

HISTORY

Adopted by Ord. 2015-10 on 7/7/2015

17.30.020: DEVELOPMENT AND DESIGN STANDARDS

1. **Development Review:** Uses proposed in agricultural 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 agricultural 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 agricultural 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 (Acres)
A-5	5
A-1	1

3. **Lot Density:** Only one single-family primary dwelling may be placed on a lot or parcel of land in an agricultural zone.
4. **Lot Width And Frontage:** Each lot or parcel in an agricultural 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)
A-5	100'	100'	60'
A-1	100'	100'	60'

5. Lot Coverage: The area of lot, parcel or private ownership area in an agricultural 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
A-5	20%
A-1	30%

6. Yard Area: The yard area (setback) requirements below shall apply in all Agricultural 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. Minimum Yard Area Requirements

Zone	Front Yard (Interior And Corner Lots)	Front Garage	Front Yard (Cul-De-Sac Lots)	Side Yard (Standard)	Side Yard (Corner Lot Street Side)	Rear Yard (Interior Lot)	Rear Yard (Corner Lot)
A-5	30'	30'	25'	10'	25'	25'	10'
A-1	30'	30'	25'	10'	25'	25'	10'

2. Minimum Yard Area Requirements For Accessory Buildings:

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 no greater 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 or boundary.

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').
3. 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.
4. Projections: The following may be erected on or projected into any required yard space in Agricultural Zones:
 1. Fences and walls in conformance with this Code.
 2. Agricultural crops, landscape or garden 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 no 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 Agricultural 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 Agricultural Zones.
 1. Utility Screening: In nonresidential and nonagricultural 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 an Agricultural 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 Agricultural Zones:
1. General Architectural Standards:
 1. All building materials shall be high quality, durable and low maintenance.
 2. The exteriors of buildings in Agricultural Zones shall be properly maintained by the owners or owners' association.
 3. Signs shall meet the requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
 4. Main buildings shall be no greater than thirty five feet (35') high.
 2. Architectural Standards For Main Buildings:
 1. Residential main buildings shall include a minimum two car garage. Each covered or enclosed parking space shall be a minimum of ten feet (10') wide and twenty feet (20') long.
 2. Single family (attached or detached) owner occupied affordable housing as defined in Utah Code 10-9a-534, do not require a garage but shall at minimum provide two (2) off street parking spaces. Uncovered parking spaces shall be a minimum of nine feet (9') wide and twenty feet (20') long. Covered or enclosed parking spaces shall be a minimum of ten feet (10') wide and twenty feet (20') long.
 3. The minimum total floor area, finished and unfinished, of any residential main building shall be one thousand (1,000) square feet not including a garage.
 4. The front of the house shall be accessible by a pedestrian from the

adjacent right-of-way.

3. Architectural Standards For Accessory Buildings:

1. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.
2. The footprint of an accessory building in Agricultural Zones shall not exceed the footprint of the main building, including the footprint of an attached garage, except as approved by the Planning Commission as a conditional use permit.
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 subject 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 over a majority of the structure.
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 Agricultural Zones. Landscaping in Agricultural 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. Improvements shall include 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 Agricultural 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 at least 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 residential or agricultural, the following landscaping requirements shall also 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 sport or play areas, is required. At least thirty percent (30%) of all required trees shall be minimum seven foot (7') evergreens. 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 right-of-way areas 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 developments that have a principal use that is not agricultural or residential.
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 Agricultural Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Agricultural Zones.

HISTORY

Adopted by Ord. 2015-10 on 7/7/2015

Amended by Ord. 2017-22 on 7/18/2017

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

Amended by Ord. 2019-06 on 3/19/2019

Adopted by Ord. 2021-09 on 5/4/2021

Amended by Ord. 2021-20 on 10/5/2021

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

Amended by Ord. 2025-16 on 10/7/2025

17.30.030: OTHER REQUIREMENTS

1. Grading: All developments shall be graded as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge all roof drainage onto the subject lot or parcel.
2. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.
3. Phasing Plan: A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.
4. Common Areas: All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.
5. Prior Created Lots: Lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of an Agricultural 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 an owners' 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 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 required by section 17.04.300 of this title.

HISTORY

Adopted by Ord. [2015-10](#) on 7/7/2015

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

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

Exhibit E

(R-2.5 ZONE City Code Provisions)

CHAPTER 17.40 RESIDENTIAL ZONES

17.40.010: PURPOSE

17.40.020: DEVELOPMENT AND DESIGN STANDARDS

17.40.030: OTHER REQUIREMENTS

17.40.010: PURPOSE

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

HISTORY

Repealed & Replaced by Ord. 2016-05 on 5/3/2016

17.40.020: DEVELOPMENT AND DESIGN STANDARDS

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

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

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)
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R-1.8	90'	90'	50'
R-2.5	90'	90'	50'
R-3	85'	85'	50'
R-4	80'	80'	50'
R-5	75'	75'	50'
R-M-5	65'	65'	40'
R-M-6	60'	60'	40'

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

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

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

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

Zone	Front Yard (Interior And Corner Lots)	Garage Opening ¹ (Front Or Street Side)	Front Yard (Cul-De-Sac Lots)	Side Yard (Standard)	Side Yard (Corner Lot Street Side)	Rear Yard (Interior Lot)
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R-1.8	30'	30'	25'	10'	30'	25'
R-2.5	25'	30'	20'	10'	25'	25'
R-3	25'	30'	20'	10'	25'	25'
R-4	20'	25'	20'	8'	20'	20'
R-5	20'	25'	20'	8'	20'	20'
R-M-5	20'	25'	20'	8'	10'	20'
R-M-6	20'	25'	20'	8'	10'	20'

2. Note:

¹The garage opening minimum yard area requirement shall apply to garages when the garage opening faces the street, otherwise the front yard minimum yard area shall apply. The garage opening minimum yard requirement shall be 25 feet to any street-facing garage opening in a cul-de-sac.

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

other plants.

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

collector or arterial street right-of-way in a Residential Zone shall be constructed according to section 16.04.200 of this Code.

9. Architecture: The following exterior materials and architectural standards are required in Residential Zones:

1. General Architectural Standards:

1. All building materials shall be high quality, durable and low maintenance.
2. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.
3. Signs shall meet requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
4. Main buildings shall be no greater than thirty five feet (35') high.

2. Architectural Standards For Main Buildings:

1. Residential main buildings shall include a minimum two car garage. Each covered or enclosed parking space shall be a minimum of ten feet (10') wide and twenty feet (20') long.
2. Single family (attached or detached) owner occupied affordable housing as defined in Utah Code 10-9a-534, do not require a garage but shall at minimum provide two (2) off street parking spaces. Uncovered parking spaces shall be a minimum of nine feet (9') wide and twenty feet (20') long. Covered or enclosed parking spaces shall be a minimum of ten feet (10') wide and twenty feet (20') long.
3. The minimum total floor area, finished and unfinished, of any residential main building shall be one thousand (1,000) square feet not including a garage.
4. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.

3. Architectural Standards For Accessory Buildings:

1. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.
2. The footprint of accessory buildings in the R-2.5, R-3, R-4, R-5 and R-M Zones shall not exceed sixty percent (60%) of the footprint of the main building, including the footprint of an attached garage, except that the Planning Commission may approve a conditional use permit for an accessory building with a footprint that is greater than sixty percent (60%) but in no case shall exceed the footprint of the main building. In the R-1.8 Zone, the footprint of an accessory building, such as a barn or a stable, shall not exceed the footprint of the main building, except with a conditional use permit approved by the Planning Commission.
3. Any portion of an accessory building within twenty feet (20') of a property line shall meet the following requirements, except as approved by the Planning Commission as a conditional use permit:
 1. Openings (e.g., windows and doors) that are visible from the property line shall not be located in an exterior wall when the floor height exceeds four feet (4') above grade.

2. The average wall height shall not exceed sixteen feet (16') above grade.
 4. Accessory buildings with a footprint exceeding two hundred (200) square feet shall be constructed with a minimum one to twelve (1:12) roof pitch in the R-1.8 Zone, and a minimum three to twelve (3:12) roof pitch over a majority of the structure in all other Residential Zones.
 5. Applications for a conditional use permit under subsections I3a, I3b and I3c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting.
10. Landscaping: The following landscaping requirements and standards shall apply in Residential Zones. Landscaping in Residential Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.
 1. The front and street side yards of single-family lots shall be fully improved and properly maintained with not less than fifty percent (50%) of the yard area landscaped and not less than fifty percent (50%) of the required landscaped area covered in acceptable live plant material unless otherwise approved with a conditional use permit.
 2. All collector street and other public and private park strips in Residential Zones shall be improved and maintained by the adjoining property owners according to specifications adopted by the City unless otherwise allowed with development approval.
 3. Where an adjacent park strip in a residential right-of-way is a minimum of five feet (5') wide, park strip improvements shall include one shade tree that is a minimum two inch (2") caliper, for every fifty feet (50') of frontage and spaced evenly throughout the landscaped portion of the park strip, except that park strip trees shall not be planted within thirty feet (30') of a stop sign. Park strip trees shall be consistent with the "Streetscape Tree Species for South Jordan City" list.
 4. In developments that have a principal use other than single-family, detached, the following landscaping requirements shall apply:
 1. All areas of developments not approved for parking, buildings, recreation facilities, access, other hard surfaces, or otherwise exempted with development approval shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
 2. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sports or play areas, is required. At least thirty percent (30%) of all required trees shall be a minimum seven foot (7') evergreen. Deciduous trees shall be a minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally

spaced, except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.

3. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of each parking row. Planters shall be at least five feet (5') wide.
4. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.
5. All landscaped areas shall be curbed.
5. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any area so included and perpetually preserved as open space may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.
6. All required landscaping in yard areas and open spaces shall be installed prior to occupancy unless deferred pursuant to section 16.04.300, "Deferred Improvements", of this Code.
7. Property owners shall properly irrigate and maintain all landscaped areas, including those in adjacent public rights-of-way that are not maintained by the City.
8. Required trees may not be topped and required landscape material may not be removed in Residential Zones without City approval.
9. Dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

11. Lighting:

1. A lighting plan shall be submitted with all new nonresidential developments in Residential Zones.
2. Lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
3. Lighting fixtures in all developments that have a principal use that is not agricultural or residential shall be architectural grade and consistent with the architectural theme of the development.
4. Lighting fixtures on public property shall be approved by the City Engineer.

12. Streets: Streets in Residential Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Residential Zones unless otherwise provided for in this chapter.

HISTORY

<i>Repealed</i>	&	<i>Replaced</i>	<i>by</i>	<i>Ord.</i>	<u>2016-05</u>	<i>on</i>	5/3/2016
<i>Amended</i>		<i>by</i>	<i>Ord.</i>	<u>2017-22</u>		<i>on</i>	7/18/2017
<i>Amended</i>		<i>by</i>	<i>Ord.</i>	<u>2019-01</u>		<i>on</i>	3/5/2019
<i>Amended</i>		<i>by</i>	<i>Ord.</i>	<u>2019-06</u>		<i>on</i>	3/19/2019
<i>Amended</i>		<i>by</i>	<i>Ord.</i>	<u>2021-06</u>		<i>on</i>	2/16/2021
<i>Amended</i>		<i>by</i>	<i>Ord.</i>	<u>2021-09</u>		<i>on</i>	5/4/2021
<i>Amended</i>		<i>by</i>	<i>Ord.</i>	<u>2021-20</u>		<i>on</i>	10/5/2021

Amended by Ord. 2022-16 on 12/6/2022
Amended by Ord. 2025-16 on 10/7/2025

17.40.030: OTHER REQUIREMENTS

1. Grading: All developments shall be graded as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge all roof drainage onto the subject lot or parcel.
2. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.
3. Phasing Plan: A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.
4. Common Areas: All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.
5. Prior Created Lots: Lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a Residential Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter.
6. Approval: Before building permits are issued, all projects shall have been approved according to the provisions and requirements of this Code and the applicable plat recorded with the Salt Lake County Recorder's Office.
7. Open Space: Any open space provided within a subdivision to be jointly owned, maintained and preserved by a homeowners' association and/or special assessment area acceptable to the City shall be labeled and recorded as common area or as a perpetual open space easement. Private yard areas may not be counted as required open space. The City may determine the location of open space in a subdivision by considering topography, drainage or other land features. The City may require a cash bond or a letter of credit to guarantee installation of improvements.
8. Developer Requirements: Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to the City for staff review. The CC&Rs shall be recorded concurrently with the final plat and, except where the City has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:
 1. An opinion of legal counsel licensed to practice law in the State that the project meets requirements of State law.
 2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to City conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by City staff and approved by the Planning Commission.
 3. Language consistent with section 17.04.300 of this title.

HISTORY

Repealed & Replaced by Ord. [2016-05](#) on 5/3/2016
Amended by Ord. [2019-01](#) on 3/5/2019

Exhibit F

(RESOLUTION R2026-04)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR OF THE CITY OF SOUTH JORDAN TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BACH LAND AND DEVELOPMENT, LLC PERTAINING TO PROPERTY LOCATED AT 11011 S 1055 W.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (“City”) 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 § 10-20-102(2) et seq., as amended.; and

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

WHEREAS, Bach Land and Development, LLC now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property located at 11011 S 1055 W (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 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 Park Place Phase 5 Development Agreement, which is attached hereto as Exhibit 1.

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

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

[SIGNATURE PAGE FOLLOWS]

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

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

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

Exhibit 1

(Development Agreement)

