

RESOLUTION R2025 - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF PROPERTY APPROXIMATELY LOCATED AT 272 WEST 11000 SOUTH IN THE CITY OF SOUTH JORDAN.

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 approximately located at 272 West 11000 South, South Jordan, Utah (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 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 _____, 2025 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:



GREGORY SIMONSEN (Apr 30, 2025 08:26 MDT)

Office of the City Attorney

EXHIBIT 1
(Development Agreement)

**DEVELOPMENT AGREEMENT
(SOUTH JORDAN PICKLEBALL CENTER)**

The City of South Jordan, a Utah municipal corporation (the “City”), and T.C. Enterprise Investments, L.C. (the “Developer”), a Utah limited liability company, enter into this Development Agreement (this “Agreement”) this _____ day of _____, 2025 (“Effective Date”), and agree as set forth below. The City and the Developer are jointly referred to as the “Parties” and each may be referred to individually as “Party.”

RECITALS

WHEREAS, the Developer is the owner of certain real property identified as Assessor’s Parcel Numbers 27-13-377-006, 27-13-452-009, 27-13-452-007 and 27-13-377-008, as more particularly described in attached Exhibit A (the “Property”) and intends to develop the Property consistent with the Concept Plan attached as Exhibit B-1 (the “Concept Plan”); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) et seq., as amended, and (2) the 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; and

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

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from Commercial C-F to the Planned Development Floating Zone (the “PD Floating Zone”). A copy of the provisions of the PD Floating Zone designation in City Code is attached as Exhibit D; and

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

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; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council (the “City Council”), pursuant to resolution R2025-23, a copy of which is attached as Exhibit E; 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 City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as Commercial C-F to a zone designated as Planned Development Floating Zone.

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

TERMS

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

B. Enforceability. The City and the Developers acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developers relative to the Property shall vest, only if the City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as the Commercial C-F Zone to a zone designated as the Planned Development Floating Zone.

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to the Planned Development Floating Zone under the City Code. In the event of a discrepancy between the requirements of the City Code, including the Planned Development Floating Zone, and this Agreement, this Agreement shall control.

D. Developer Obligations:

1. Concept Plan. The Developer agrees to construct the development consistent with the Concept Plan and the requirements set forth in this Agreement and the City Code. It is anticipated that the development will include those recreational, commercial and parking facilities and uses as shown on the Concept Plan, as well as a 7-story multi-family apartment building comprising 2 stories of parking with approximately 240 parking spaces, up to 5 stories of residential units with a maximum of 210 units, and other parking facilities and landscaped areas as shown on the Concept Plan.

2. Density and Parking. Subject to the City's approval of the rezone of the property to the PD Floating Zone, the City hereby approves: (i) the residential use of the property and the number of multi-family residential units shown on the Concept Plan; and (ii) the number and location of parking spaces for the development as shown on the Concept Plan. Notwithstanding the foregoing, Developer shall be obligated to: (i) provide a minimum of 1.2 parking stalls per residential unit that are reserved for the use of the apartment building's residents and guests; and (ii) utilize off-site parking areas and a shuttle system to transport patrons to and from those parking areas for large tournaments and events that will require more parking spaces than are available on the development site.

3. Exterior materials; fencing; setbacks. Notwithstanding Section

17.60.020.G of the City Code, Developer shall develop and construct the development and buildings within the development in substantial accordance with the Concept Plan and the design drawings and depictions attached hereto as Exhibit B-2 and the same are hereby approved by the City.

4. Building Permit on Multi-Family Building. Developer agrees and acknowledges that, prior to obtaining a building permit for the multi-family building as shown on the Concept Plan, Developer shall have obtained a building permit for the main pickleball building and commenced construction pursuant to such permit. As used herein, construction shall be deemed to have “commenced” when a building permit has been issued by the City and Developer, or its contractor or subcontractor, has performed actual demolition or excavation activities on the Property pursuant to such building permit.

E. City Obligations:

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.

F. Intentionally Omitted.

G. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. To the maximum extent possible under the laws of the United States and the State of Utah, City hereby agrees and acknowledges that Developer has the vested right to develop and construct the Property in accordance with: (i) the PD Floating Zone (Exhibit D) zoning designation; (ii) the City Code in effect as of the Effective Date; (iii) the terms of this Agreement. The Parties specifically intend that this Agreement and the entitlements granted to Developer for the development are “vested rights” as that term is construed under applicable law. Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Property any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or any future law or ordinance that in any way reduces or adversely affects the development rights or uses provided by 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.

3. Moratorium. In the event the City imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of building permits or the regulatory approval and review of land use applications for any reason, the Property and the development contemplated herein shall be excluded from such moratorium or limitation.

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
Attn: City Recorder

If to Developer: T.C. Enterprise Investments, L.C.
3454 Stone Mountain Lane
Sandy, UT 84092
Attn: Derk Pardoe

With a copy to: Holland & Hart LLP
222 S. Main Street, Ste. 2200
Salt Lake City, UT 84101
Attn: Brian C. Cheney

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 Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]


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

CITY:

CITY OF SOUTH JORDAN,
a Utah Municipal Corporation

By: _____
Dawn R. Ramsey, Mayor

APPROVED AS TO FORM:



GREGORY SIMONSEN (Apr 30, 2025 08:26 MDT)
Attorney for the City

State of Utah)
:ss
County of Salt Lake)

On this ____ day of _____, 2025, 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 he/she is the Mayor of the City of South Jordan, a Utah municipal corporation, and said document was signed by him/her on behalf of said municipal corporation by authority of the South Jordan Municipal City Code by a Resolution of the South Jordan City Council, and he/she acknowledged to me that said municipal corporation executed the same.

Notary Public
My Commission Expires:

DEVELOPER:

T.C. ENTERPRISE INVESTMENTS, L.C.,
a Utah limited liability company

By: _____

Name: _____ (*printed*)

Title: _____

State of Utah)

:ss

County of Salt Lake)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____, the _____ of T. C.
Enterprise Investments, L.C., a Utah limited liability company, on behalf of the Company.

Witness my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A

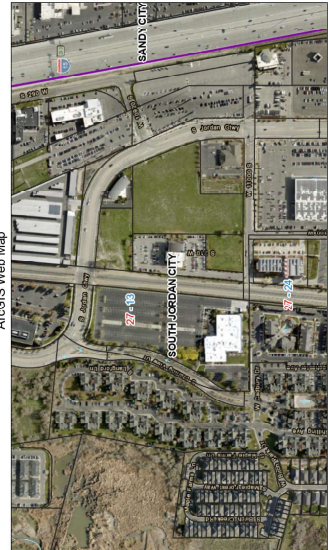
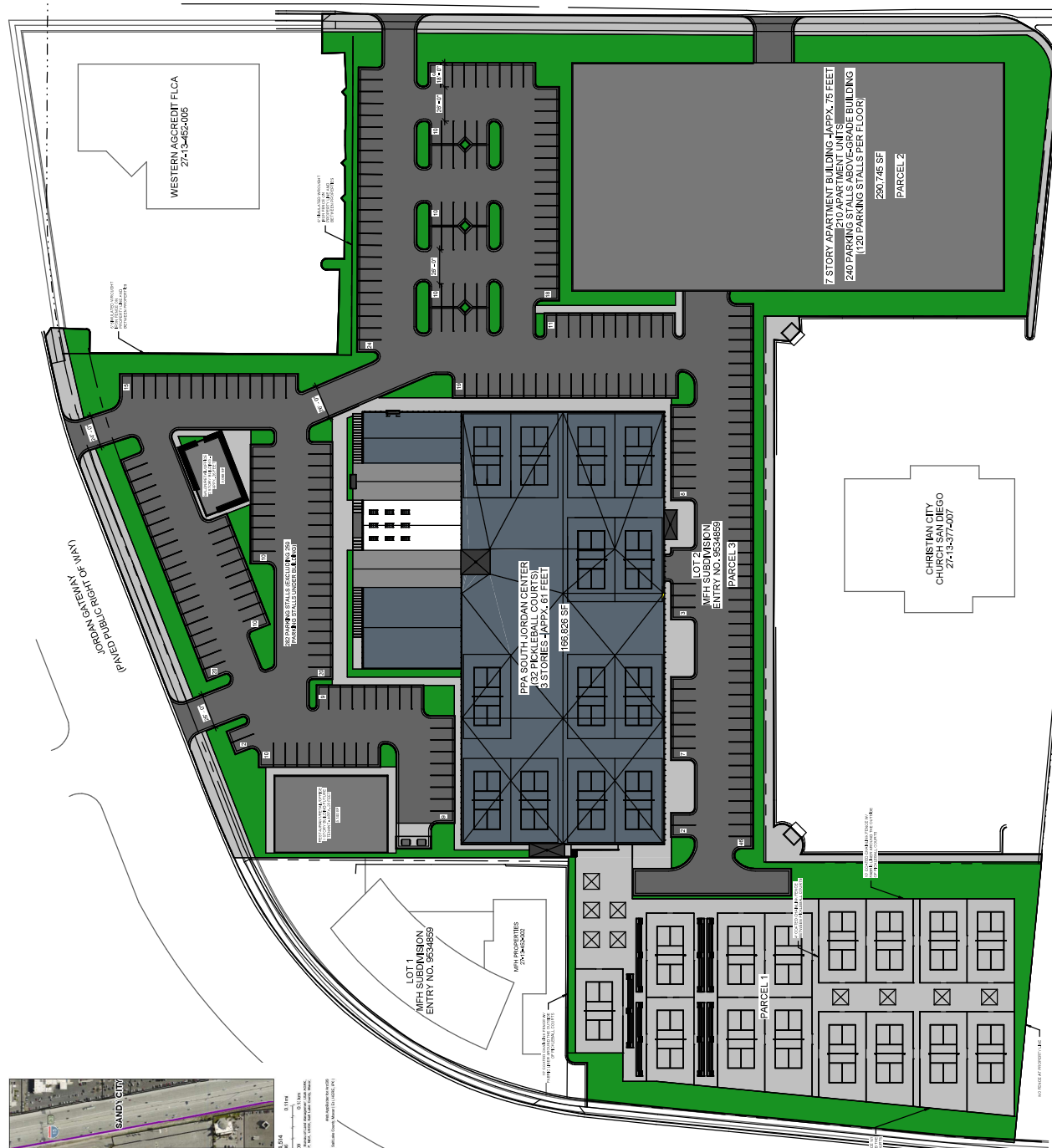
(Legal Description of the Property)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SAID PARCEL BEING ALL OF LOT 2, MFH SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2005P OF PLATS AT PAGE 338, AND ALL PORTIONS OF THOSE CERTAIN PARCELS CONVEYED BY SPECIAL WARRANTY DEED RECORDED AS ENTRY NO. 11969725 IN BOOK 10285 AT PAGE 8851 AND SPECIAL WARRANTY DEED RECORDED AS 14354902 IN BOOK 1154 AT PAGE 8745 AND WARRANTY DEED RECORDED AS ENTRY NO. 12768434 IN BOOK 10672 AT PAGE 5606 ALL IN THE OFFICE OF SAID COUNTY RECORDER, SAID COMBINED PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SALT LAKE COUNTY MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 13, AND RUNNING THENCE NORTH $0^{\circ}04'17''$ WEST 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 11000 SOUTH STREET; THENCE SOUTH $89^{\circ}41'55''$ WEST 219.53 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH $5^{\circ}33'36''$ EAST 213.62 FEET; THENCE SOUTH $89^{\circ}55'43''$ EAST 199.10 FEET; THENCE NORTH $0^{\circ}04'17''$ EAST 415.80 FEET TO THE SOUTH LINE OF SAID MFH SUBDIVISION; THENCE ALONG THE PERIMETER OF SAID LOT 2, MFH SUBDIVISION THE FOLLOWING FIVE COURSES: 1) NORTH $89^{\circ}41'25''$ WEST 209.70 FEET, 2) NORTH $5^{\circ}33'36''$ EAST 213.10 FEET, 3) SOUTH $84^{\circ}25'36''$ EAST 321.94 FEET TO A POINT OF CURVATURE, 4) SOUTHEASTERLY ALONG THE ARC OF A 324.30 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $3^{\circ}32'09''$ A DISTANCE OF 20.02 FEET, CHORD BEARS SOUTH $82^{\circ}39'33''$ EAST 20.01 FEET, 5) SOUTH $0^{\circ}18'35''$ WEST 180.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH $89^{\circ}41'25''$ EAST 242.79 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID SUBDIVISION AND THE WESTERLY RIGHT OF WAY LINE OF JORDAN GATEWAY AND TO A POINT ON THE ARC OF A 324.30 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: 1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $3^{\circ}54'45''$ A DISTANCE OF 22.15 FEET, CHORD BEARS SOUTH $23^{\circ}21'01''$ EAST 22.14 FEET, 2) SOUTH $21^{\circ}24'13''$ EAST 284.63 FEET, TO A POINT OF CURVATURE, 3) SOUTHEASTERLY ALONG THE ARC OF A 603.17 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $9^{\circ}11'01''$ A DISTANCE OF 96.68 FEET, CHORD BEARS SOUTH $16^{\circ}48'46''$ EAST 96.57 FEET; THENCE NORTH $89^{\circ}41'25''$ WEST 218.18 FEET; THENCE SOUTH $0^{\circ}18'35''$ WEST 255.50 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH $89^{\circ}41'25''$ WEST 85.82 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE SOUTH $0^{\circ}18'35''$ WEST 27.50 FEET TO THE SECTION LINE; THENCE NORTH $89^{\circ}41'25''$ WEST 228.82 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

EXHIBIT B-1

CONCEPT PLAN



PARKING CALCULATIONS

1 PER 300 FT OF STREET FRONTAGE, OR PART THEREOF, IF SHARED ACCESS IS REQUIRED	
150 FT	
25 FT	
30 FT	
24 FT	
30 FT	
12 FT	
19 FT	
40 FT	
0 FT	
25 FT	
15 FT	

[illegible]

13 PS	14 PS
52 PS	80 PS
217 PS	252 PS
240 PS + CROSS ACCESS	
240 PS + CROSS ACCESS	
COMMERCE PROPERTY	
522 PARKING STALLS	
12 PARKING STALLS PER UNIT	
12 PARKING STALLS PER UNIT	
TOTAL PARKING STALLS	
CONCEPTUAL APARTMENT/CONCEPTS	
157 UNITS	
THOMPSON COURT APARTMENT	
210 UNITS	
TOTAL APARTMENTS	

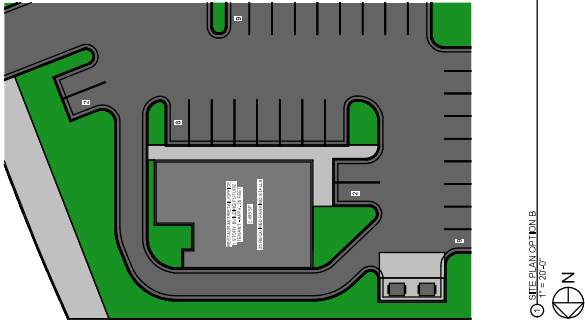


EXHIBIT B-2

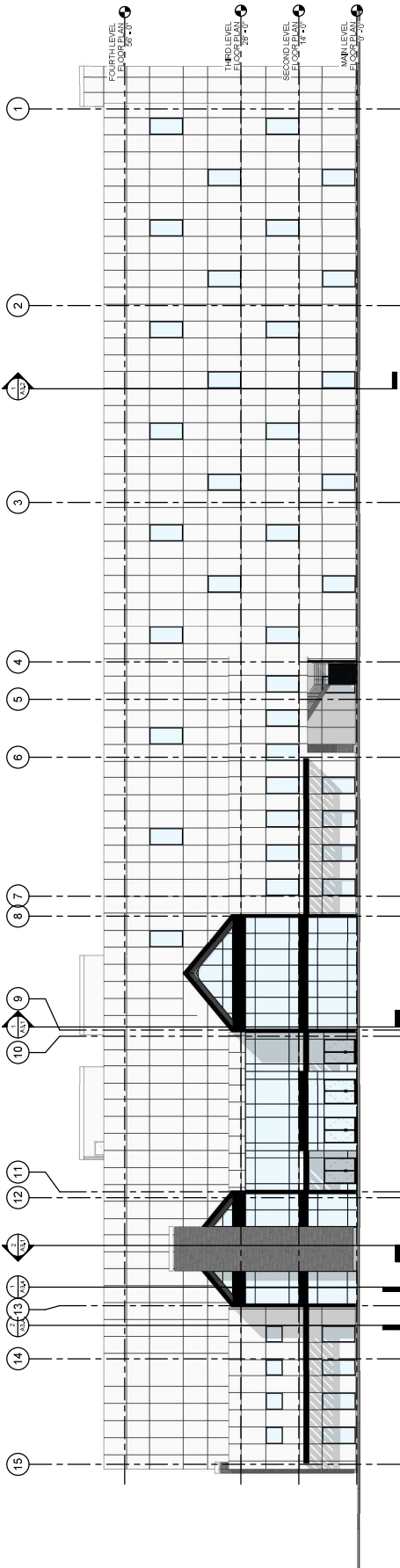
DESIGN DRAWINGS





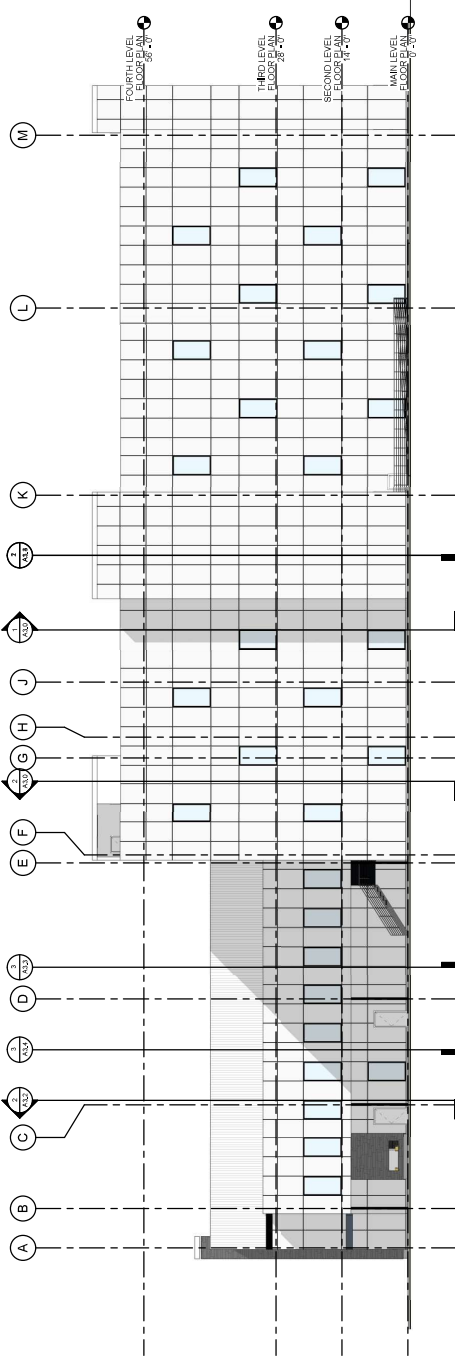




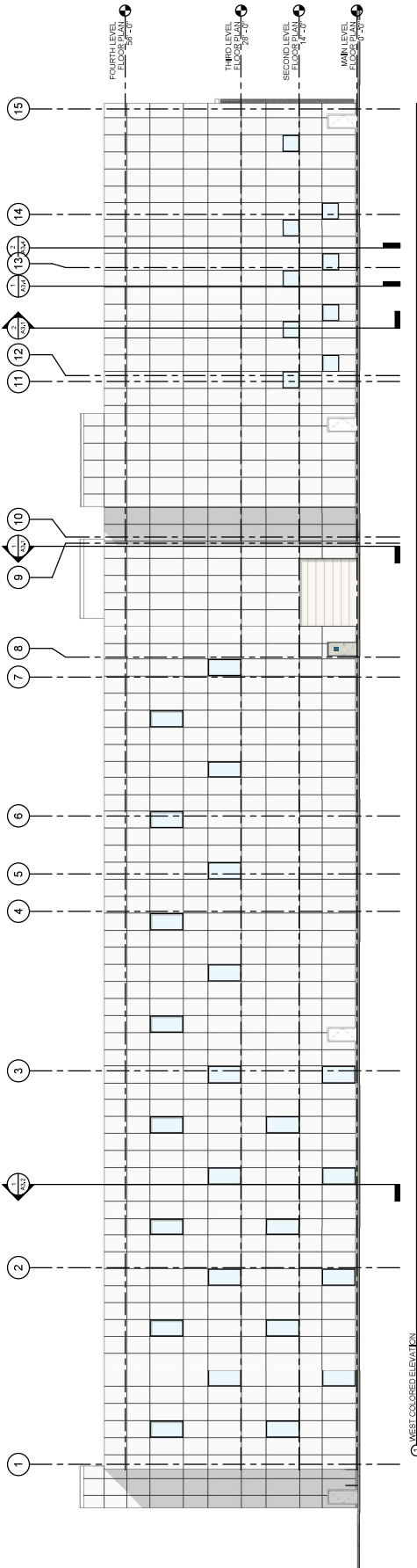


① EAST COLORED ELEVATION
3/32" = 1'-0"

EXTERIOR FINISH SCHEDULE	
A	WHITE CEMENT BOARD
B	STONE VENEER
C	SLATE TALL BOARD
D	CAST-IN-PLACE CONCRETE
E	CLEAR GLAZING
F	BLACK METAL COATING
G	BLACK METAL COATING
H	BLACK METAL COATING
I	BLACK METAL COATING
J	BLACK METAL COATING
K	BLACK METAL COATING
L	STRUCTURAL STEEL
M	ALUMINUM
N	OVERHEAD DOOR



② NORTH COLORED ELEVATION
3/32" = 1'-0"



EXTERIOR FINISH SCHEDULE	
A	WHITE CEMENT BOARD
B	STONE VENEER
C	CONCRETE
D	CAST-IN-PLACE CONCRETE
E	GLASS GLAZING
F	BLACK METAL COATING
G	BLACK METAL COATING
H	BLACK METAL COATING
I	BLACK METAL COATING
J	BLACK METAL COATING
K	BLACK METAL COATING
L	STRUCTURAL STEEL
M	OVERHEAD DOOR

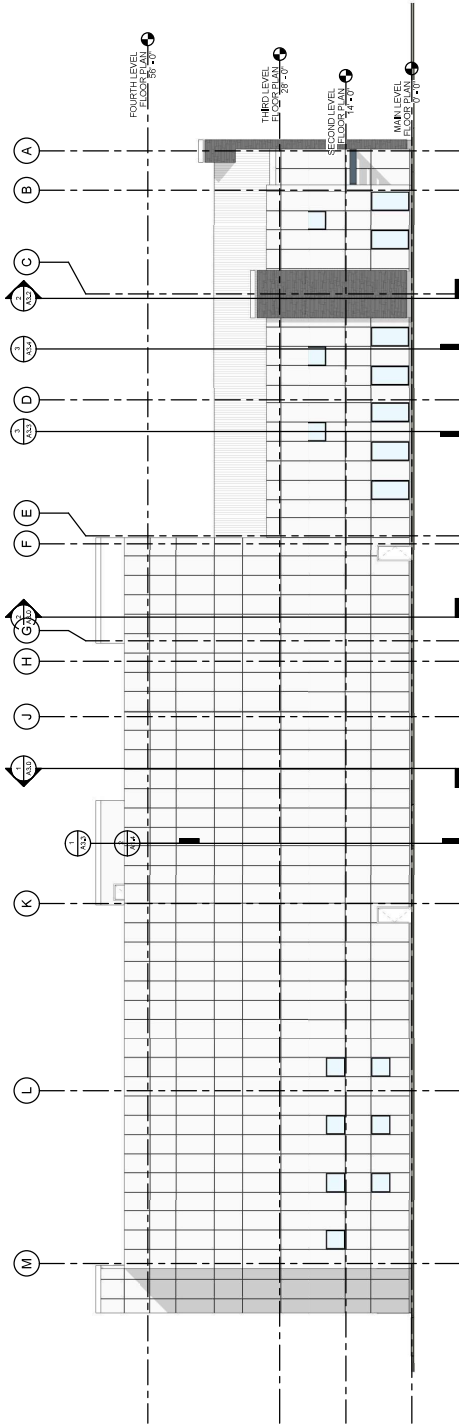


EXHIBIT C

COMMERCIAL C-F ZONE City Code Provisions

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.

HISTORY

Amended by Ord. [2015-09](#) on 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).

EXHIBIT C

COMMERCIAL C-F ZONE City Code Provisions

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

3. 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.

4. 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.
5. 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.
6. 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:
 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.
 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

EXHIBIT C

COMMERCIAL C-F ZONE City Code Provisions

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.
7. 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.
 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.
8. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply to all Commercial Zones:
 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.
 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

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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).
9. 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.
10. 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.
11. Landscaping: The following landscaping requirements and standards shall apply in Commercial Zones. Landscaping in Commercial Zones is also subject to the requirements

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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

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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.
12. 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.

HISTORY

Amended by Ord. [2015-09](#) on 12/1/2015

Amended by Ord. [2017-22](#) on 7/18/2017

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

Amended by Ord. [2021-09](#) on 5/4/2021

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.

EXHIBIT D

PLANNED DEVELOPMENT FLOATING ZONE City Code Provisions

17.130.050: PLANNED DEVELOPMENT FLOATING ZONE

17.130.050.010: PURPOSE

17.130.050.020: ESTABLISHMENT

17.130.050.030: 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, the future land use, and the impacts on and from surrounding properties when approving a PD District.

HISTORY

Amended by Ord. [2016-05](#) on 5/3/2016

Amended by Ord. [2024-02](#) on 1/16/2024

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

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PLANNED DEVELOPMENT FLOATING ZONE City Code Provisions 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.
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).
 3. Residential density in a PD District shall not exceed 8 units per acre unless one or more of the following conditions are applicable:
 1. The subject property is located entirely within a designated Station Area Plan (SAP).
 2. The subject property is located east of the Frontrunner rail line and the proposed PD District is primarily commercial uses.
 3. The City of South Jordan is the applicant.
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.
 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

EXHIBIT D

PLANNED DEVELOPMENT FLOATING ZONE City Code Provisions surrounding properties.

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.
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

Amended by Ord. [2024-02](#) on 1/16/2024

Amended by Ord. [2025-06](#) on 2/4/2025

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

Amended by Ord. [2023-07](#) on 5/2/2023

EXHIBIT E

RESOLUTION R2025-23