

SOUTH JORDAN CITY COUNCIL STAFF MEMO

MEETING DATE: FEBRUARY 18, 2025

FILE OVERVIEW

Item Name	Wheadon Acres Flag Lot Overlay Rezone & Agreement
Address	10537 S 3010 W
File Number	PLZBA202400056
Applicant	GORDON MILAR CONSTRUCTION LLC
Staff Author	Miguel Aguilera, Planner I

ITEM SUMMARY

The City Council first discussed this proposal for a flag lot overlay rezone on October 15, 2024. After that first public hearing the City Council tabled the proposal and requested that the property owner come to a future meeting to discuss the Council's concerns about allowing accessory dwelling units (ADUs) on the properties in the proposed flag lot subdivision. The property owner returned for another public hearing on December 3, 2024 with an amended development agreement that restricts detached ADUs in the subdivision, but not internal ADUs. The Council voted in favor of the rezone in a 3-2 vote but rejected the development agreement in a 3-2 vote. The decision on the agreement was due to concerns about the ADU guesthouse prohibition and a desire to develop a consistent policy to be applied to all flag lots.

On January 21, 2024 the City Council discussed Flag Lot Floating Zone and pending ordinance changes, and how the City should be regulating flag lots in general. During that meeting City Council directed staff to draft changes to how the City regulates flag lots, including prohibiting detached ADUs in flag lot subdivision. In light of the pending ordinance, the Applicant returned to the City Council study meeting on February 4, 2025 where they discussed the proposed agreement and concerns about the guesthouse prohibition. Based on that discussion, the Applicant requests that the City Council approve the proposed development agreement, which is the same agreement from the December 3 public hearing that prohibits detached ADUs. If the City Council approves the agreement, then the applicant can move forward with its plan to develop the proposed flag lot subdivision.

Attached to this memo is the agreement and the December City Council staff report. Staff is recommending the Council approve the proposed agreement.



CITY COUNCIL ACTION

Required Action:

Approval by the City Council

Scope of Decision:

This is a legislative item that is decided by the City Council.

Motion Ready:

I move that the City Council approve Resolution R2025-09 approving the Wheadon Acres Subdivision Amendment Flag Lot Overlay Development Agreement

Alternatives:

1. Approve an Amended Agreement.
2. Deny the Agreement.
3. Schedule the item for a decision at some future date.

SUPPORTING MATERIALS

1. Resolution R2025-09
2. Wheadon Acres Flag Lot Overlay Rezone Development Agreement
3. December City Council Staff Report



Dawn R. Ramsey, *Mayor*
Patrick Harris, *Council Member*
Kathie L. Johnson, *Council Member*
Donald J. Shelton, *Council Member*
Tamara Zander, *Council Member*
Jason T. McGuire, *Council Member*



PH: 801.446-HELP @SouthJordanUT

November 25, 2024

TO: South Jordan City Council
FROM: Miguel Aguilera, Planner I
ISSUE: Wheadon Acres Flag Lot Overlay Rezone
ADDRESS: 10537 S & 10555 S 3010 W South Jordan, UT 84009
FILE NO.: **PLZBA202400056**
APPLICANT: Gordon Milar Construction

The Wheadon Acres Flag Lot Overlay Rezone application is being brought again before the City Council after the Council first reviewed it on October 15, 2024. The Council tabled this application for a variety of reasons, including concerns about accessory dwelling units (ADUs) on the properties and asked the applicant to consider changes to the agreement that would address their concerns. The property owner also was not at the October meeting and the Council wanted an opportunity to discuss the proposal directly with the property owner. The property owner responded in writing to the Council addressing specifically the ADU question.

The property owner's response to the Council is attached to this memo. In his response, he explains why he believes it is important for him to have the option of having ADUs on his properties and asks that the Council allow him to have internal ADUs, but has agreed to prohibit detached ADUs (called a "guesthouse" by City Code). The proposed agreement has been updated to include a prohibition on external ADUs.

Attached to this memo is a letter from the property owner to the City Council, the City Council staff report provided to the City Council in October, and an updated development agreement that includes a prohibition on external ADUs.

Daniel Milar
10696 Bison View Cove
South Jordan, UT 84095
danmilar@gmail.com

October 25, 2024

City of South Jordan
Planning Department & City Council

Dear City of South Jordan Council and Planning Department,

I am writing to respectfully ask for reconsideration of the council's request on October 15, 2024 during the city council meeting to remove all Accessory Dwelling Units (ADUs) on the four lots included in the Wheadon Acres Lots 14 & 15A rezone application to allow for the creation 2 flag lots. Allowing ADUs on these lots is essential to address our city's growing housing needs, support multigenerational family living, and achieve affordability—all while having minimal impact on neighborhood character and density. While it is not my intent to build and rent out multiple ADUs on these four proposed properties I cannot in good conscience agree to never put a single ADU into any of them.

As you know, affordable housing is a major concern across South Jordan and the Salt Lake Valley. ADUs present a viable solution to this issue by offering flexible, affordable housing options that allow families to support one another. This flexibility helps us accommodate aging parents, young adults, or other family members who may need a more accessible living arrangement and those who desire to stay in our community but cannot afford a home on their own.

The South Jordan City Council and Planning Commission have always been strong advocates for affordable housing and property rights even when it wasn't the most popular or desired choice amongst residents. We as a city have a reputation for working with homeowners and property developers to invest in the future, allowing for new and different ideas to take root in neighborhoods and communities where we have so much room for growth. That growth can be done beautifully, and fairly for all parties involved. Change is hard, but growth requires change. The city of South Jordan needs growth and change to continue developing strong communities that cross cultural, generational, class and socio-economic boundaries. We need growth that introduce our city residents to a whole new level of community by allowing ADUs, Flag lots and other housing products to mix with existing housing.

See attached "Exhibit B" for projects approved within the last three years that mix housing products and bring diversity to the existing community that surround them. This includes three flag lot applications where approval has no conditions on the property owner's ability to place an ADU. This also includes two housing developments that were proposed for existing and well-established neighborhoods. And although the neighbors

did not all support the idea of these new developments the city council saw the investment in the future and the need for affordable housing products to provide opportunity for all residents.

It is worth noting that flag lots are uniquely suited to accommodate ADUs with minimal impact on neighbors. Their layout generally allows for setbacks from main roads and additional privacy, preserving neighborhood aesthetics. Due to the layout of flag lots, ADUs built on these properties are often out of direct view from the main street, maintaining neighborhood harmony without increasing visible density or disrupting the existing character. Furthermore, flag lots often include enough space for parking and are naturally buffered, reducing concerns around noise and congestion.

It is important to recognize that while some neighbors may have expressed concerns about ADUs and flag lots, these opinions do not reflect the broader community's view. In fact, many homeowners in South Jordan are likely open to the concept of ADUs as a means to support family members, increase housing options, and adapt to our city's growing needs. In any community, there may be a handful of vocal opponents; however, they do not necessarily represent the perspective of the majority, especially given that many neighborhoods will experience significant turnover in the coming 10 to 20 years.

With this generational turnover, it is likely that new residents, as well as current owners, will seek to subdivide larger lots, creating additional flag lots that could benefit from ADU flexibility. Establishing a restrictive precedent now by disallowing ADUs on flag & parent lots may limit the ability of these future residents to build ADUs, potentially impacting housing affordability and community cohesion down the line. By taking a proactive and inclusive approach now, the City Council can ensure that the proper use of flag lots and ADUs remain a viable housing option for South Jordan residents in the years to come

With regard to the neighborhood in question, the council should be aware of the following:

1. There is an existing flag lot directly to the northeast of the two lots in question. No ADU restrictions have been imposed on that lot (See map listed as "Exhibit A")
2. There are several neighbors on this street and many within the neighborhood who have family members residing in basement or other areas of their homes essentially living with ADUs without the formal title of ADU.
3. As noted in the city council meeting by many of the residents, and one council member, this neighborhood is aging. Many of the residents are elderly. The likelihood of the neighborhood turning over to a younger generation in the next 10 years is highly likely. Many of those in the younger generations have already expressed interest in subdividing and creating more housing opportunity for the South Jordan Community we all love and enjoy.
4. While the Wheadon Acres Plat has room for 8-10 more lots this "neighborhood" consists of 53 lots in Wheadon Acres, five lots in Burkhart

Estates (includes amended) and approximately nine other lots not included on any subdivision plat. At least eight of the thirteen buildable lots listed outside of the Wheadon Acres Plat are large enough to subdivide. There are four existing lots which are the result of subdividing two original lots.

5. At least one other homeowner has plans working plans to subdivide in the near future. (See map listed as "Exhibit A"

My goal in creating the two additional flag lots on lots 14 & 15A of Wheadon Acres is to provide housing opportunities for my six children as well as my aging in-laws and other family members. As my children grow and become adults my wife and I want to ensure they have access to affordable housing. We want them to have the ability to stay in the community they were raised in if they so desire. By restricting our ability to build ADUs on our property it is restricting our ability to provide housing for our family in the future.

I am not an investor or businessman purchasing lots in this residential neighborhood to make money. I am a resident of this area. These are my neighbors. I purchased this property to stay in the community I love, while providing for my family both now and in the future. I also purchased these particular lots because I believe in the same value of community my neighbors have. I don't have a desire to change the neighborhood dynamics. I don't want to take down the crash gate. I don't want to change the streets with curb, gutter & sidewalk. That was a large sticking point for me in my early meetings with city staff. I want to maintain the beauty and character of the neighborhood. That is why I ultimately chose not to tear down the two existing homes that front 3010 W. I am fully agreeable to adding an amendment to the development agreement prohibiting external ADUs from these four properties.

While I fully understand the concern of some of the neighbors have, we all share the same goal. Provide affordable housing for our families and building a community where our future generations want to stay and more importantly can afford to stay.

I respectfully urge the Council to approve this rezone application allowing ADUs on all four lots, acknowledging the minimal neighborhood impact and the evolving needs of our community. This would align with the values of family, community, and economic sustainability while maintaining South Jordan's character. Thank you for your consideration and your commitment to fostering a more adaptable, inclusive housing policy in South Jordan. I would be happy to discuss this matter as requested by any member of the council or staff.

Sincerely,
Daniel Milar
801-205-7589

Exhibit A

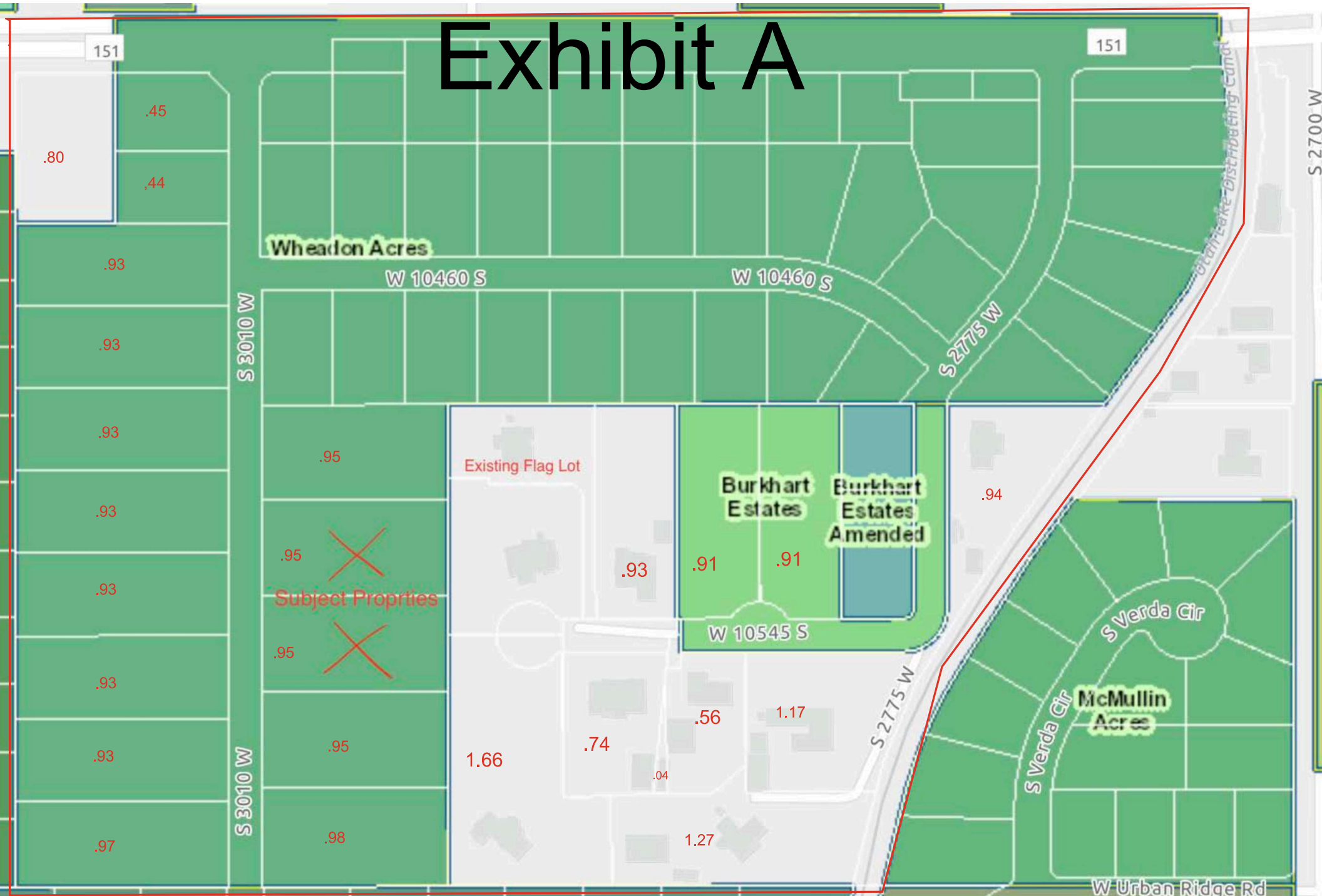


EXHIBIT B

Flag Lot Creation

RIDGECREST ESTATES SUBDIVISION AMENDMENT

Address: 892 W Brookcrest Circle

File No.: PLPLA202100128

SOJO 2700 SUBDIVISION, PRELIMINARY SUBDIVISION PLAT

Address: 10216 S. 2700 W.

File No.: PLPP202200204

COUNTRY ROADS SUBDIVISION SECOND AMENDMENT PRELIMINARY SUBDIVISION AMENDMENT

Address: 10067 S. Single Jack Circle

File No.: PLPLA20240061

Other Housing Product

SJC Townhomes proposed development

Address: 11147 S. Redwood Road

File No.: Resolution R2023-25 and Zoning Ordinance 2023-03-Z

Rise Development

Address: 10657 South 1055 West.

File No.: Resolution R2022-39, Resolution R2022-40, and Zoning Ordinance 2022-07-Z

SOUTH JORDAN CITY CITY COUNCIL REPORT

Meeting Date: 10/15/2024

Issue: **WHEADON ACRES LOTS 14 & 15A FLAG LOT OVERLAY REZONE**
Rezone from Single-Family Residential (R-1.8) to Single-Family Residential
(R-1.8) with the Flag Lot Overlay Zone

Address: **10537 S 3010 W and 10555 S 3010 W South Jordan, UT 84095**

File No: **PLZBA202400056**

Applicant: **GORDON MILAR CONSTRUCTION LLC**

Submitted by: **Miguel Aguilera, Planner I**
Shane Greenwood, Supervising Senior Engineer

Staff Recommendation (Motion Ready): I move that the City Council **approve** the following:

- Resolution R2024-42 approving the Wheadon Acres Subdivision Amendment Flag Lot Overlay Development Agreement.
 - Ordinance No. 2024-08-Z approving the zone change from Single-Family Residential (R-1.8) to Single-Family Residential (R-1.8) with the Flag Lot Overlay Zone for lots 14 & 15A of the Wheadon Acres Subdivision.
-

ACREAGE:	Approximately 1.9 acres
CURRENT ZONE:	Single-Family Residential (R-1.8)
CURRENT USE:	Single Family Homes
FUTURE LAND USE PLAN:	Stable Neighborhood
NEIGHBORING ZONES/USES:	North – R-1.8/Single-family residential
	South – R-1.8/ Single-family residential
	West – R-1.8/Single-family residential
	East – R-1.8/ Single-family residential

STANDARD OF APPROVAL

1. REZONE:

The rezoning of property may not be considered if the proposed zoning does not conform to the general plan. The following guidelines shall be considered in the rezoning of parcels:

- A. 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.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

(City Code § 17.22.020)

2. FLAG LOT OVERLAY:

- A. Concept: Applicants are encouraged to submit a concept plan and work with staff prior to application to understand the surrounding area, the goals and policies of the City's General Plan, and to ensure the minimum requirements of the FL can be met.
- B. Rezone: An FL 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. City Council rezone approval of the FL shall be by development agreement.
- C. Concurrent Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a preliminary subdivision application to be processed concurrently with an FL rezone. In the case of concurrent applications, Planning Commission approval of a concurrent preliminary subdivision shall be contingent on the City Council's approval of the FL rezone.

(City Code § 17.130.060.020)

BACKGROUND:

The applicant is requesting a Flag Lot Overlay rezone for two properties located at 10537 S 3010 W and 10555 S 3010 W. This rezone request *will not* change the property's base zone (Residential R-1.8 Zone), and the lots in the development will comply with the requirements of that zone, including lot size and density. The City Council adopted this overlay zone in 2020 based on a desire to allow flag lots in limited circumstances, where such development may be reasonable and appropriate. Although this Application is not the only flag lot overlay rezone application, it is the first being presented to the Planning Commission and City Council.

In conjunction with this rezone Application, the applicant also filed a subdivision amendment application to subdivide the properties into four lots, two of which will be flag lots. City Code defines flag lots as “[a] lot having a larger area or ‘body’ at the rear (resembling a flag or pan) and which is connected to the street by a narrower portion (resembling a flagpole or handle) which does not meet the lot width or frontage requirements of the zone.” (City Code § 16.04.160.)

The lots in question do not meet the flag lot requirements found in City Code § 16.04.160. The Flag Lot Overlay Zone provides another way the property owner can divide the lots. Both existing lots 14 and 15A have a frontage of approximately 140 feet, exceeding the 125-foot minimum requirement for the overlay zone. The development agreement associated with this Application requires all lots in the amended subdivision to comply with the standards of the Residential R-1.8 Zone and according to the concept plan, with some adjustments to fencing requirements and animal rights.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- A development agreement is required by the Flag Lot Overlay Zone code. The following are key provisions of the agreement that provide some predictability for how the lots will develop:
 1. All lots created in the rezone and subdivision amendment applications will remain single family residential.
 2. There is an alteration to the fencing requirement, which stipulates that masonry fencing will not be required to be erected between any of the properties within the amended subdivision and in turn, farm animal rights on the subject properties will be restricted.
 3. The placement of the homes in the concept plan shows that they will meet the required setbacks for front, side, and rear yards.
- The Application meets the City Code rezone standards of approval for the R-1.8 and the Flag Lot Overlay Zones.
- This rezone Application will not change the underlying R-1.8 zone.
- This rezone Application will allow the applicant to subdivide the two existing lots and create two flag lots using the Flag Lot Overlay Zone. This is an appropriate use of this code as the subject properties meet the standards established by the Flag Lot Overlay Zone code.
- The Planning Commission reviewed this application on September 24, 2024 and recommended the City Council approve the rezone.

Conclusion:

Based on the findings, the Application, if approved, will be consistent with the goals and policies of the General Plan and the City's Strategic Priorities, and as such, should be approved.

Recommendation:

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

ALTERNATIVES:

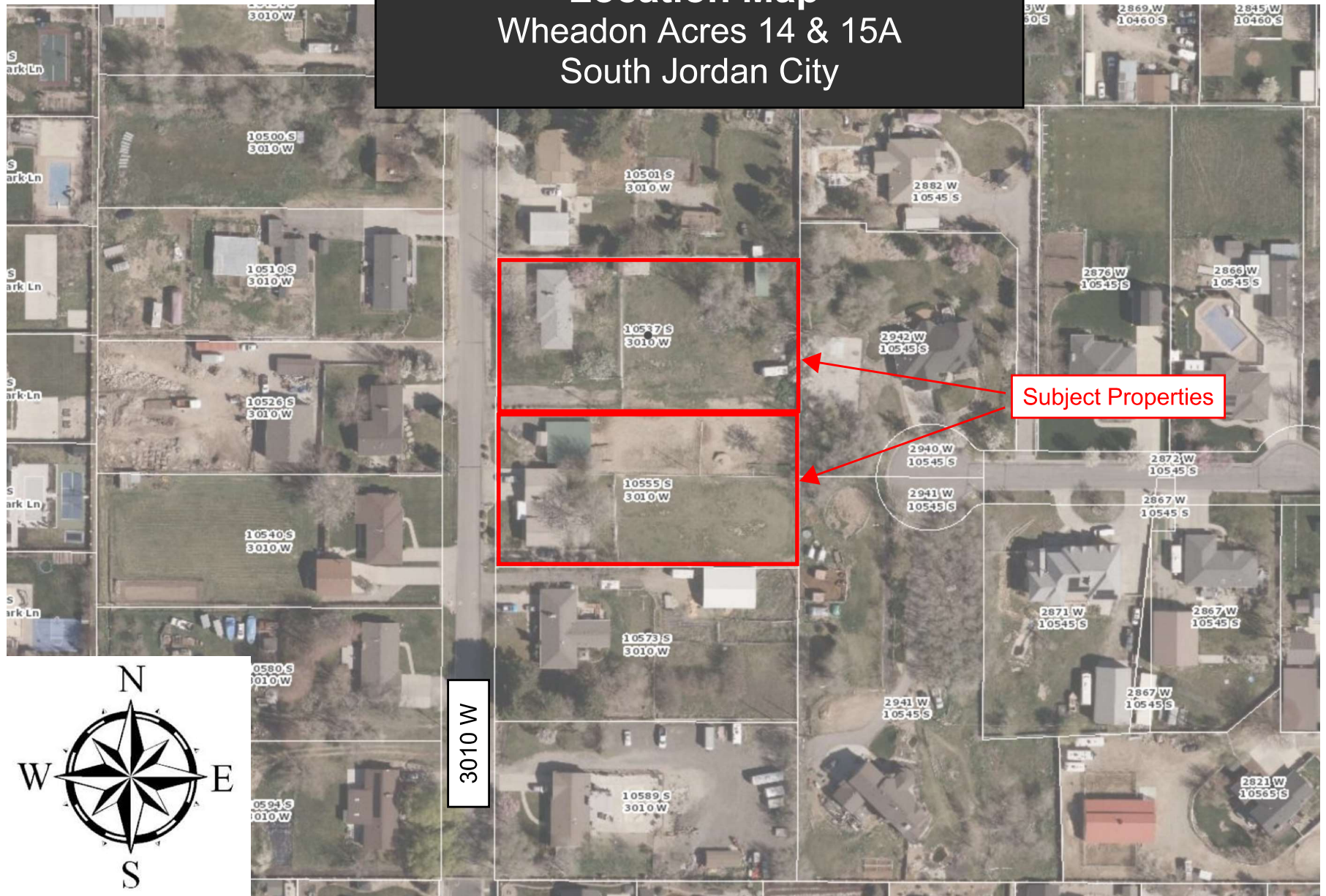
- Approval of an amended Application.
- Denial of the application.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- | | |
|-------------------------|--------------------------------|
| • Aerial Map | • Ordinance No. 2024-08-Z |
| • Zoning Map | • Exhibit A – Proposed concept |
| • Concept Plan | • Resolution R2024-42 |
| • Development Agreement | • Exhibit 1 - Agreement |
| • Justification Letter | |

Location Map

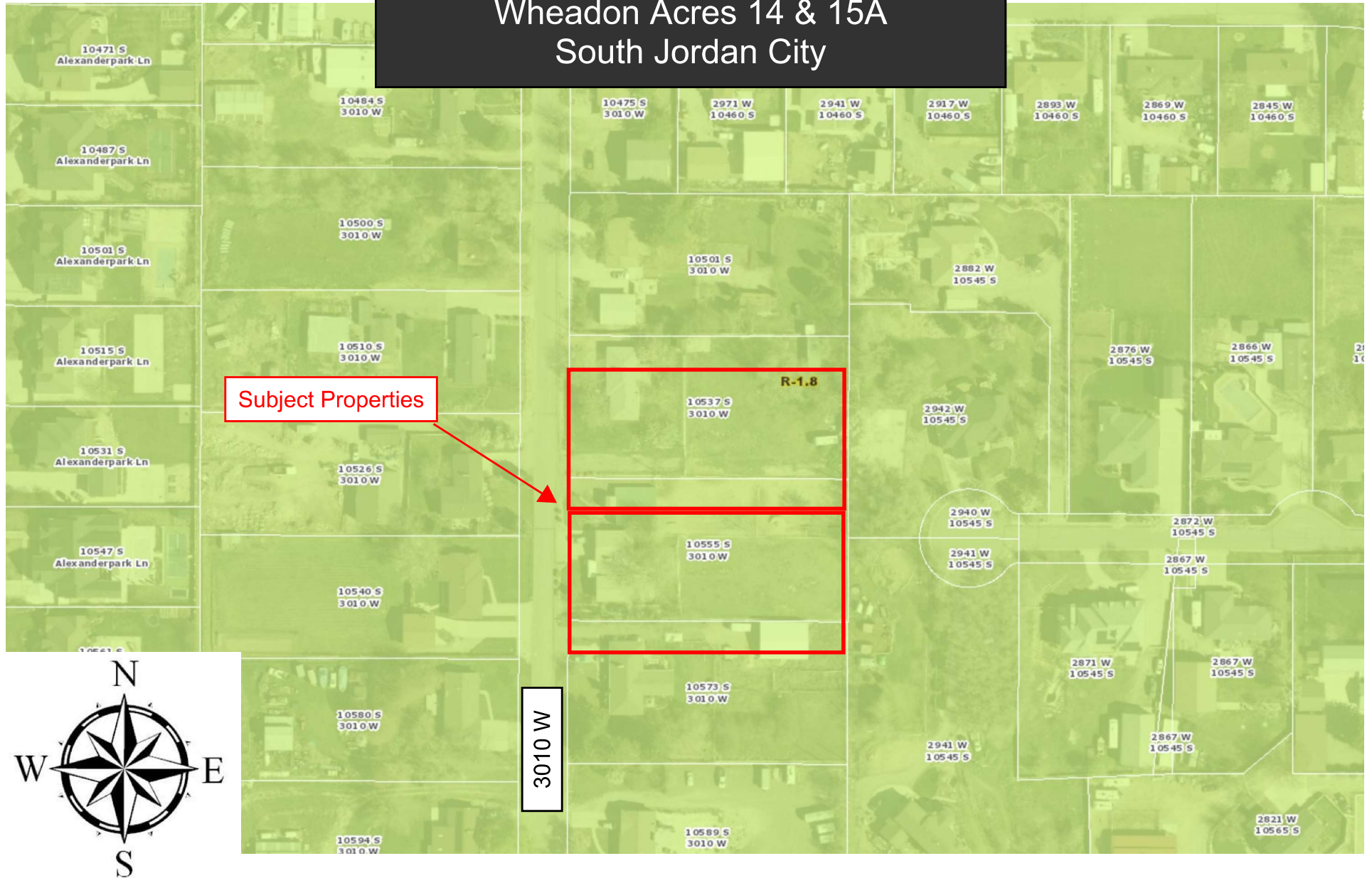
Wheadon Acres 14 & 15A
South Jordan City



Zoning Map

Wheadon Acres 14 & 15A

South Jordan City





VICINITY MAP N.T.S.

WHEADON ACRES LOTS 14 & 15A AMENDED FINAL PLAT

LOCATED IN THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN,
SOUTH JORDAN, UTAH

SURVEYOR'S CERTIFICATE:

I, JARED ASHTON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NO. 12411560 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREINAFTER KNOWN AS:

WHEADON ACRES LOTS 14 & 15A AMENDED

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



JARED ASHTON
UTAH PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12411560

PROPERTY DESCRIPTION DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WEST 1320.04 FEET AND NORTH 00°00'31" EAST 295.94 FEET FROM THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14, WHEADON ACRES SUBDIVISION ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY #237193, THENCE ALONG THE SOUTH LINE OF SAID LOT 14 WEST 285.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, SAID POINT ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE OF 3010' WIDE STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°00'31" EAST 290.40 FEET TO THE NORTHWEST CORNER OF LOT 15A OF SAID WHEADON ACRES SUBDIVISION, THENCE ALONG THE NORTH LINE OF SAID LOT 15A EAST 285.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15A, THENCE ALONG THE EAST LINE OF SAID LOTS 14 & 15A SOUTH 00°00'31" WEST 290.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 82,764 SF OR 1.90 ACRES MORE OR LESS

OWNER'S DEDICATION AND CONSENT TO RECORD:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREINAFTER KNOWN AS:

WHEADON ACRES LOT 14 & 15A AMENDED

AND DO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF ____, 20__

OWNER

OWNER'S ACKNOWLEDGEMENT:

STATE OF _____)
COUNTY OF _____)

ON THE ____ DAY OF ____, 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN THE STATE OF _____, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ SIGNED THE FOREGOING OWNERS DEDICATION WHO DULY ACKNOWLEDGED BEFORE ME THAT HE/SHE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSION IN UTAH
RECORD IN _____ COUNTY

MY COMMISSION NO. _____ PRINTED FULL NAME OF NOTARY

1 OF 1

WHEADON ACRES LOTS 14 & 15A AMENDED

SITUATED IN THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN,
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

OWNER / DEVELOPER
DANIEL MEAR



SHEET
PL1

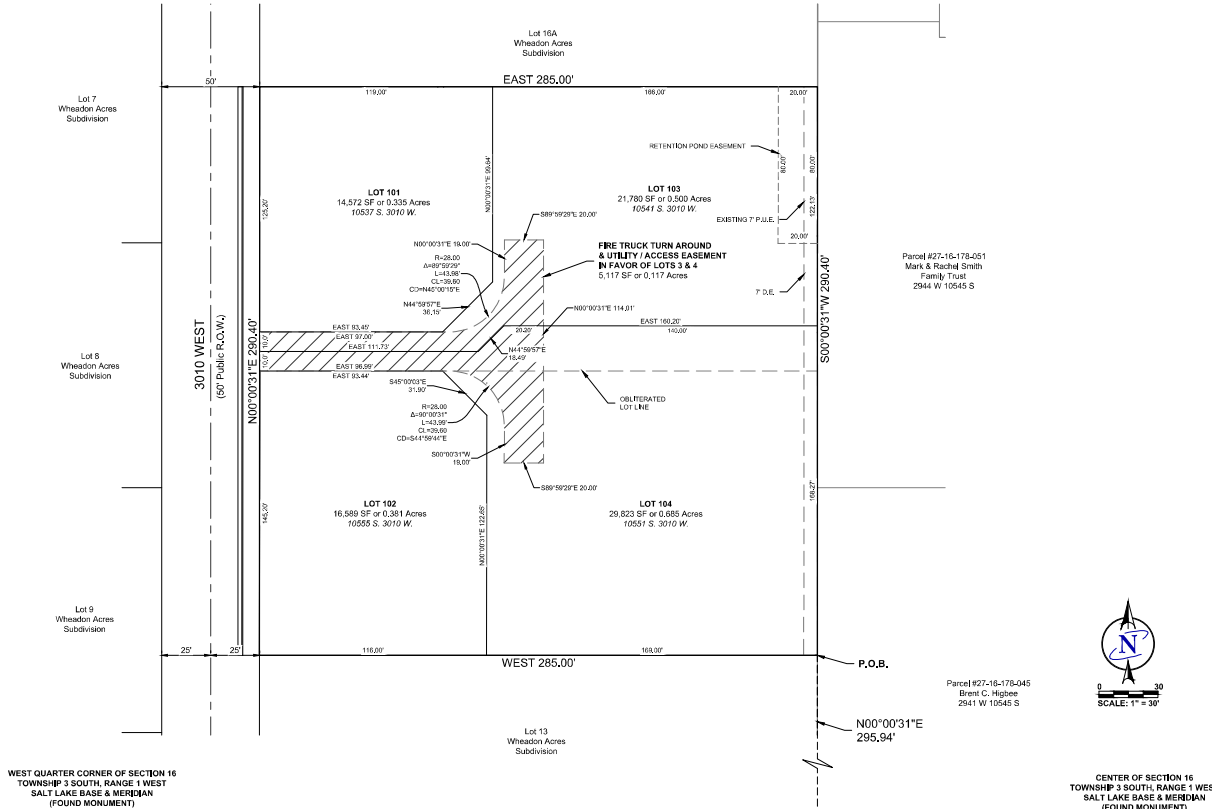
SALT LAKE COUNTY RECORDER
RECORDED NO. _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED
AT THE REQUEST OF: _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE \$ _____ DEPUTY SALT LAKE COUNTY RECORDER

LEGEND

- SECTION CORNER (FOUND)
- STREET MONUMENT (FOUND)
- SECTION LINE
- CENTERLINE
- BOUNDARY LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (R) RECORD
- SET REBAR AND CAP (PROTERRA)

GENERAL NOTES:

- THIS PLAT IS SUBJECT TO A DEVELOPMENT AGREEMENT WITH SOUTH JORDAN CITY.



ORDINANCE NO. 2024-08-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 10537 S 3010 W AND 10555 S 3010 W FROM R-1.8 (SINGLE FAMILY RESIDENTIAL) ZONE TO R-1.8 WITH THE FLAG LOT (FL) OVERLAY ZONE. GORDON MILAR CONSTRUCTION, LLC (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, Gordon Milar Construction, LLC, 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 properties described in Application PLZBA202400056 filed by Gordon Milar Construction, LLC, located at 10537 S 3010 W and 10555 S 3010 W, are hereby reclassified from the R-1.8 (Single Family Residential) Zone to R-1.8 with the Flag Lot (FL) Overlay 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 3 DAY OF December, 2024 BY THE FOLLOWING VOTE:

Patrick Harris
Kathie Johnson
Donald Shelton
Tamara Zander
Jason McGuire

YES	NO	ABSTAIN	ABSENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mayor Pro Tempore:

Patrick Harris
Patrick Harris

Attest:
City Recorder

Anna Cross
City Recorder

Approved as to form:

John A. Lese



EXHIBIT A

(Property Description)

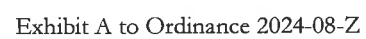
R-1.8 Zone to R-1.8 with the FL Overlay Zone

PARCEL NUMBERS: 27-16-178-011 and 27-16-178-012

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

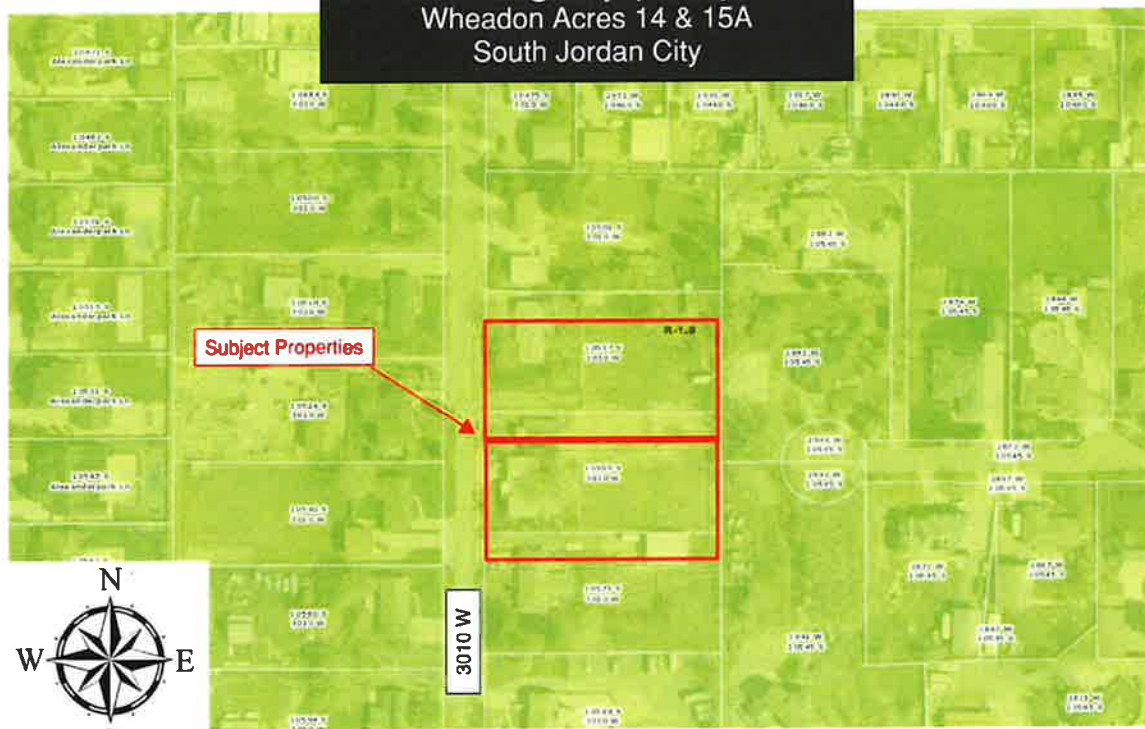
BEGINNING AT A POINT WEST 1320.04 FEET AND NORTH 00°00'31" EAST 295.95 FEET FROM THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14, WHEADON ACRES SUBDIVISION ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY #2317193; THENCE ALONG THE SOUTH LOT LINE OF SAID LOT 14 WEST 285.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF 3010 WEST STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 00°00'31" EAST 290.40 FEET TO THE NORTHWEST CORNER OF LOT 15A OF SAID WHEADON ACRES SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOT 15A EAST 285.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15A; THENCE ALONG THE EAST LINE OF SAID LOTS 14 & 15A SOUTH 00°00'31" WEST 290.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 82,764 SF OR 1.90 ACRES MORE OR LESS



(Zoning Map)

Zoning Map (R-1.8)
Wheadon Acres 14 & 15A
South Jordan City



South Jordan City,

I am the owner of both properties located at 10537 S 3010 W (.95 acre) and 10555 S 3010 W (.95 acre), hereto within referred to as “the property(s)”. I currently reside about ¼ mile to the south in Bison Ridge. My family and I enjoy our neighborhood and community we have here and intend to be residents long into the future.

One aspect that particularly resonated with me when these two properties came up for sale is that I am already a neighbor and friend within this community and intend to keep all four lots of the property for my family. This personal investment demonstrates a genuine commitment to the well-being and prosperity of our neighborhood. All efforts will be to minimize impact on neighboring properties. This is achieved by properly maintaining the construction and development sites, providing oversight and being actively involved and available to neighbors should any issue arise. The impact is also minimized since all four directly affected lots will be owned and maintained by me.

Adding additional lots to the neighborhood and investing in the two existing homes will bring a greater value to the surrounding properties. Creating these two flag lots will also allow me to provide a home for my in-laws, build a new home for my family, and provides an investment in the future to build a fourth home as needed.

Thank you,

Dan Milar

Dan Milar

RESOLUTION R2025-09

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 MULBERRY COTTAGE LLC AND WHDTMR LLC PERTAINING TO PROPERTY LOCATED AT 10537 S 3010 W AND 10555 S 3010 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 § 10-9a-102, *et seq.*; 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, Mulberry Cottage LLC and WHDTMR LLC now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property it owns at 10537 S 3010 W and 10555 S 3010 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 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 _____, 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:


Rwan W. Loose (Feb 14, 2025 05:15 MST)

Office of the City Attorney

Exhibit 1

(Development Agreement)

DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the “City”), and Mulberry Cottage LLC and WHDTMR LLC (the “Developer”), enter into this Development Agreement (this “Agreement”) this _____ day of _____, 20____ (“Effective Date”), and agree as set forth below. The City and the Developer are jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Developer is the owner of certain real property identified as Assessor’s Parcel Number(s) 27-16-178-011 and 27-16-178-012 specifically described in attached Exhibit A (the “Property”) and intends to develop the Property consistent with the Concept Plan attached as Exhibit B (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 City Code and is within the Single-Family Residential R-1.8 zone (the “R-1.8 Zone”). A copy of the provisions of such zone designation in the 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 R-1.8 to R-1.8 with the Flag Lot Overlay (the “The R-1.8 (FL) Zone”). A copy of the provisions of the Flag Lot Overlay Zone designation in the 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, pursuant to Resolution R2024-42 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

South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as R-1.8 to a zone designated as R-1.8 (FL) 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 City Code.

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 R-1.8 to a zone designated as R-1.8 (FL) Zone.

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to an R-1.8 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-1.8 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.
2. Single Family Housing. Only single-family detached housing shall be allowed in the Wheadon Acres Lots 14 and 15A Amended Subdivision.
3. Accessory Dwelling Units. Internal Accessory Dwelling Units (IADUs) are permitted under this agreement. Guesthouses as defined in Section 17.08.010 of the City Code will be prohibited on the property and Developer agrees to execute further documents that may be necessary such as plat restrictions or deed restrictions that will be recorded and run with the land to memorialize and enforce this restriction.
4. Public Right of Way. The Developer will give to the City cash in-lieu of constructing the required future road improvements in the amount of \$32,098.00.
5. Fencing. The Developer agrees that there are no animal rights on the subject properties pursuant to City Code § 17.130.040 in exchange for not being required to erect masonry walls along the property lines between Lots 101 and 102 and Lots 103 and 104 of the Wheadon Acres Lots 14 and 15A Amended Subdivision. The developer agrees and acknowledges this

restriction will be noted on the official recorded amended subdivision plat. Should future property owners of the amended subdivision plat want to restore animal rights under the Farm Animal Floating Zone, they will need to apply to the City to amend the subdivision plat and comply with the City Code as it exists at that time. This agreement does not change the incompatible land use fencing requirements between the properties of the Wheadon Acres 14 and 15A Amended Subdivision and properties outside of said amended subdivision.

6.

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. .

G. 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-1.8 and Flag Lot Overlay (Exhibits C and 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

H. 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.

I. 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:

Mulberry Cottage LLC & WHDTMR LLC
10696 S Bison View Cv
South Jordan, Utah 84095

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



Rwan W. Loose (Feb 14, 2025 05:15 MST)
Attorney for the City

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

On this _____ day of _____, 20_____, personally appeared before me Dawn R. Ramsey, 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 on 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

MULBERRY COTTAGE LLC
a Utah limited liability company

By: _____

Name: Daniel T. Milar

Title: President

On the _____ day of September, 2024 personally appeared before me Daniel T. Milar who being by me duly sworn, did say that he, the said Daniel T. Milar is the President of MULBERRY COTTAGE LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Daniel T. Milar duly acknowledged to me that said corporation executed the same.

Notary Public

WHD TMR LLC
a Utah limited liability company

By: _____

Name: Daniel T. Milar

Title: President

State of Utah)

:ss

County of Salt Lake)

On the _____ day of September, 2024 personally appeared before me Daniel T. Milar who being by me duly sworn, did say that he, the said Daniel T. Milar is the President of WHDTMR LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Daniel T. Milar duly acknowledged to me that said corporation executed the same.

Notary Public

Exhibit A

(Legal Description of the Property)

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

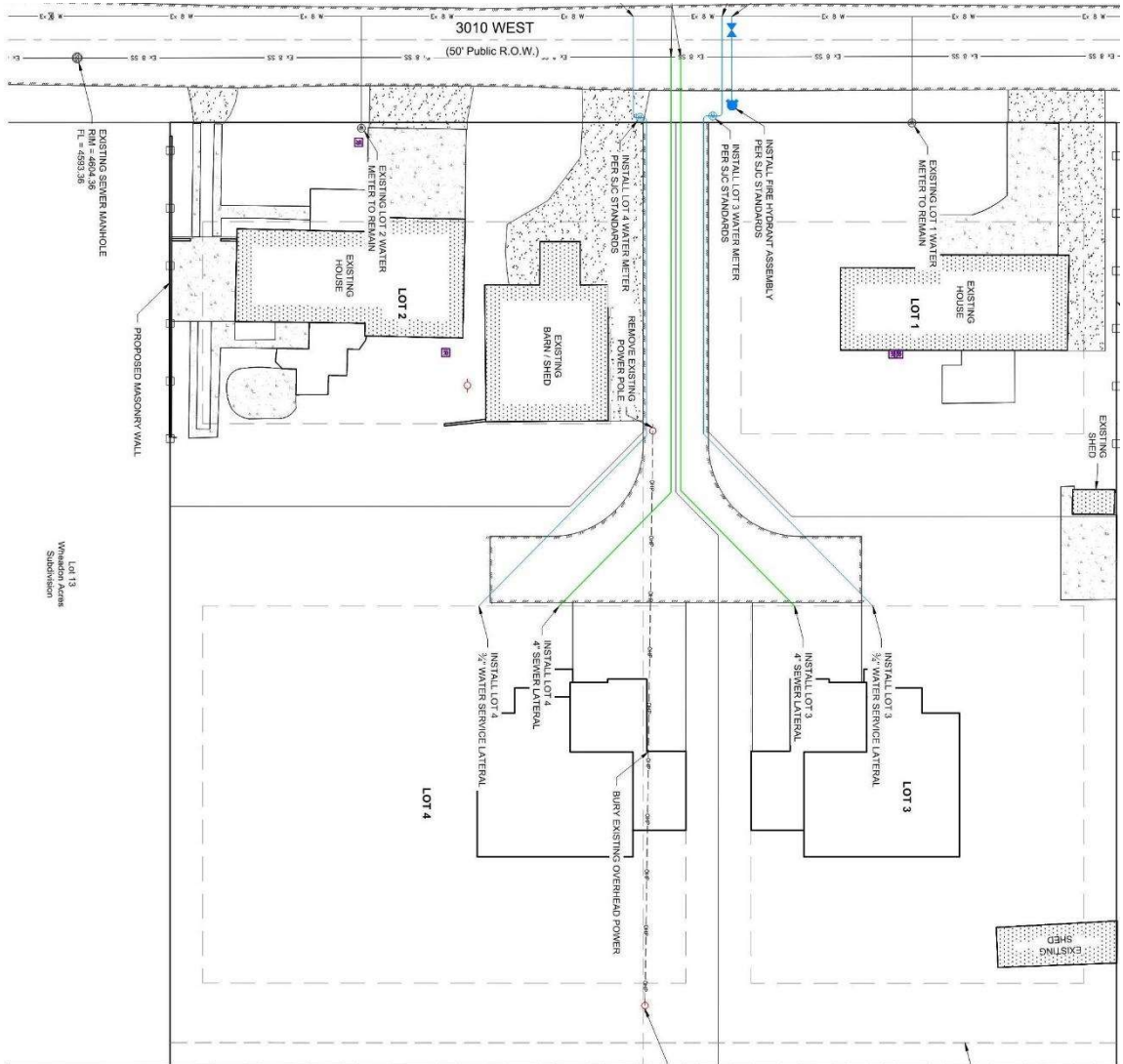
BEGINNING AT A POINT WEST 1320.04 FEET AND NORTH 00°00'31" EAST 295.95 FEET FROM THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14, WHEADON ACRES SUBDIVISION ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AS ENTRY #2317193; THENCE ALONG THE SOUTH LOT LINE OF SAID LOT 14 WEST 285.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF 3010 WEST STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 00°00'31" EAST 290.40 FEET TO THE NORTHWEST CORNER OF LOT 15A OF SAID WHEADON ACRES SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID LOT 15A EAST 285.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15A; THENCE ALONG THE EAST LINE OF SAID LOTS 14 & 15A SOUTH 00°00'31" WEST 290.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 82,764 SF OR 1.90 ACRES MORE OR LESS

Exhibit B

CONCEPT PLAN

[illegible]



LEGEND:

- SECTION CORNER (FOUND)
- STREET MONUMENT (FOUND)
- SECTION LINE (FOUND)
- RIGHT OF WAY LINE
- BOUNDARY LINE
- ROAD CENTERLINE
- EXISTING OVERHEAD POWER LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING IRRIGATION DITCH
- PROPOSED SEWER LATERAL
- FOUND REBAR AND CAP
- EXISTING TREE LOCATION
- WATER METER
- POWER POLE

Parcel #27-16-178-045
Mark & Rachel Smith
Family Trust
2841 W 10545 S

Parcel #27-16-178-045
Brent C. Hogue
2841 W 10545 S

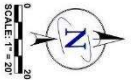


Exhibit C

R - 1.8 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)
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 Opening¹ (Front Or Street Side)	Front Yard (Cul- De- Sac Lots)	Side Yard (Stand ard)	Side Yard (Corner Lot Street Side)	Rear Yard (Inter ior Lot)	Rear Yard (Cor ner Lot)
R-1.8	30'	30'	25'	10'	30'	25'	10'
R-2.5	25'	30'	20'	10'	25'	25'	10'
R-3	25'	30'	20'	10'	25'	25'	10'
R-4	20'	25'	20'	8'	20'	20'	10'
R-5	20'	25'	20'	8'	20'	20'	10'
R-M-5	20'	25'	20'	8'	10'	20'	10'
R-M-6	20'	25'	20'	8'	10'	20'	10'

- 2.

1. 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').
2. 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.
3. 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.

G. 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.

1. H. 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.

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

1. General Architectural Standards:

- a. All building materials shall be high quality, durable and low maintenance.
- b. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.
- c. 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.
- d. Main buildings shall be no greater than thirty five feet (35') high.

2. Architectural Standards For Main Buildings:

- a. Residential main buildings shall include a minimum two car garage (minimum twenty-two feet (22') by twenty-two feet (22'), or an approved equivalent area).
- b. 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.

- c. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.

3. Architectural Standards For Accessory Buildings:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

J. 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.
1. 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.
 2. 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.

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.

Exhibit D

Flag Lot Overlay ZONE City Code Provisions

17.130.060.010: PURPOSE

The purpose of the Flag Lot Overlay Zone (FL) is to allow for the creation of a flag lot in an existing subdivision that does not meet the minimum area requirement in subsection 16.04.160D of Title 16. The FL may be applied to an existing lot under unique circumstances as determined by the City Council and its consideration of following provisions.

HISTORY

Adopted by Ord. 2020-03 on 9/15/2020

17.130.060.020: ESTABLISHMENT

1. Procedure:
 1. Concept: Applicants are encouraged to submit a concept plan and work with staff prior to application to understand the surrounding area, the goals and policies of the City's General Plan, and to ensure the minimum requirements of the FL can be met.
 2. Rezone: An FL 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. City Council rezone approval of the FL shall be by development agreement.
 3. Concurrent Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a preliminary subdivision application to be processed concurrently with an FL rezone. In the case of concurrent applications, Planning Commission approval of a concurrent preliminary subdivision shall be contingent on the City Council's approval of the FL rezone.
2. Application Requirements:
 1. The subject lot shall have a minimum lot width not less than one hundred twenty-five feet (125') as measured along the property line adjacent to the public right-of-way.
 2. The applicant shall provide a letter that justifies the establishment of the FL and addresses any efforts to limit the impact of development on neighboring properties.
 3. The applicant shall provide a concept plan that shall include a preliminary subdivision layout showing the location, footprint and building elevations of the proposed house.
 4. Notices of the public hearing shall be sent in accordance with the requirements in Subsection 16.04.060 of Title 16 and the Utah Code Annotated, except that:
 1. The area requirement for notices shall include all property owners within the subdivision and adjacent to the subject property.
3. Effect Of Approval:
 1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect (with the exception of the flag lot requirement contained in subsection 16.04.160D1a in Title 16), unless such provisions are expressly waived or modified by the approved development agreement.

2. An approved FL shall be shown on the zoning map by a "-FL" designation after the designation of the base zone district.
3. The city shall not issue permits for development within an approved FL unless the development complies with the approved development agreement.

HISTORY

Adopted by Ord. 2020-03 on 9/15/2020

17.130.060.030: AMENDMENTS

Any application to amend an approved FL shall be processed as a zone text amendment. Any amendment to an approved FL requires that the corresponding development agreement also be amended.