Issue:KINGS LANDING
PRELIMINARY SUBDIVISION PLATAddress:10828 S. 1055 W.File No:PLPP202300080Applicant/Developer:Devan Hatch

Submitted by: Andrew McDonald, Planner I Jared Francis, Senior Engineer

Staff Recommendation (Motion Ready): I move that the Planning Commission **approve** the Kings Landing preliminary subdivision plat, File No. PLPP202300080, subject to the list of requirements in the recommendation section of this staff report.

ACREAGE:	Approximately 4.132 Acres
CURRENT ZONE:	Residential (R-1.8)
CURRENT USE:	Vacant/Undeveloped Land
FUTURE LAND USE PLAN:	Agricultural Preservation (AP)
NEIGHBORING ZONES/USES:	North – Agricultural (A-5) South – Residential (R-2.5) West – Residential (R-1.8 / R-2.5) East – Residential (R-1.8) Professional Office (P-O) Roseman University

STANDARD OF APPROVAL:

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

City Code § 16.10.060

BACKGROUND:

The applicant is requesting that the Planning Commission approve a preliminary subdivision plat for the Kings Landing Subdivision (formerly known as Hatch Subdivision) located at 10828 South 1055 West. The property currently is undeveloped, vacant land that the applicant is proposing to develop into six single-family residential lots. The Planning Commission recommended approval of the rezone from A-5 to R-1.8 earlier this year on January 20, 2023, and the City Council approved the rezone on February 8, 2023. The rezone required an Engineering Infrastructure Analysis and a Fiscal Impact Analysis. These have been included in the supporting materials of this report. The proposed subdivision is similar to the concept plan the applicant presented with the rezone.

City Code requires that public notice of hearing items be sent to the owners of record of properties that are within 300 feet of the subdivision boundary lines. Additional notice was sent to the five residential properties at the end of 1055 west that are solely accessed from the public right-of-way, 1055 West.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The underlying zone (R-1.8), restricts density to 1.8 units per acre. The subdivision has a gross density of 1.45 units per acre, and a net density of 1.65 units per acre.
- Lots 1 & 2 are .805 and .825 acres respectfully. Lots 3-6 are half-acre lots.
- All lots will be accessed from a public right-of-way (ROW) called Kings Landing Court (10828 S.). Lots 1 and 2 will be accessed via a private 20-foot driveway.
- The applicant is required to install a "knuckle" at the end of 1055 West to better distinguish the end of the public ROW from the start of the private road, and provide City maintenance and service vehicles better clearance and a turnaround area for their operations.
- The portions of 1055 West adjacent to the project will be fully improved with at 55 foot ROW. The west half of 1055 West will be dedicated with the plat. The east half will be dedicated with a separate development application for property also owned by the applicant.
- The overall grade change of the property from 1055 West to the proposed subdivision's west boundary is 55 feet. The elevation change is gradual until nearing the edge of lots 1 and 2. Lots 1 and 2 sit roughly ten to 20 feet higher than the lower lots (3-6).
- The applicant will construct a six-foot-tall Rhino Rock fence along the subdivision's west and south boundaries.
- The subdivision will not have on-site stormwater infrastructure or connections into existing City services because there is no storm drain system in 1055 West. The applicant is proposing to construct an off-site stormwater detention basin on property owned by the applicant (10827 S. 1055 W.) but not included in the proposed subdivision. After water is detained in the basin, it will discharge into the Beckstead Ditch, which the City controls. The detention basin will exist as an easement recorded against the property (10827 S. 1055 W.) and is shown in the Overall Drainage Plan included in the supporting materials. A draft of the maintenance agreement and easement is also included.

- Retaining walls will be constructed on the northwest boundary corner of Lot 2, and the east sides of lots 1 and 2. City Code requires that these proposed retaining walls receive separate permit approval. The applicant currently has an application (PRRW202301420) in review with City Staff, and must receive approval of the permit before final subdivision approval.
- There is an existing 20-foot-wide sewer easement located along the east property lines of lots 1 and 2. South Valley Sewer has consented to the details of the project, and the encroachment of utilities and retaining walls within its easement (see attached consent letter).
- Lots 1 and 2 will connect to the existing sanitary line, and a new sewer line connection will be installed to connect 1055 west to an existing line on Roseman University property. Construction of the new sewer line will require the applicant to close 1055 West. The applicant is currently working with City staff to finalize the traffic plans outlining how residents south of the construction will retain access to their homes during construction.

Recommendation:

- City staff recommends the Planning Commission take public comments, 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 City staff. City staff's recommendation of approval is subject to all City Code requirements being satisfied before final subdivision plat approval, including the following department reviews and approvals:
 - 1. The Engineering Department approves the Stormwater Facilities Maintenance Agreement & Easement and it is recorded against the property.
 - 2. The Building Department approves the retaining wall permit (PRRW202301420).
 - 3. The Fire Department approves the location of the fire hydrant for lots 1 and 2.
 - 4. Engineering and Public Works Departments approval of:
 - a. Water and sanitary sewer plans; and
 - b. Water model and storm drain report calculations for discharge of stormwater into the Beckstead Ditch.
 - 5. Engineering and Fire Departments approval of a temporary detour access and traffic plan that maintains access for residents that live on 1055 West south of the construction.
 - 6. Engineering Department approval of an encroachment permit for the construction of the sewer line that will cross 1055 West before beginning construction.

ALTERNATIVES:

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

SUPPORT MATERIALS:

- Location Map
- Current Zoning / Future Land Use Map
- Record of Survey
- Preliminary Subdivision Plat
- Overall Site Plan
- Overall Grading Plan
- Enlarged Grading Plan (Stormwater Discharge)
- Overall Utility Plan
- Off-site Stormwater Facilities Maintenance Agreement
- Off-site Stormwater Facility Easement
- South Valley Sewer Letter of Consent
- Overall Sanitary Sewer Plan (C001)
- Engineering Infrastructure Analysis
- Fiscal Impact Analysis
- Notice of Revisions

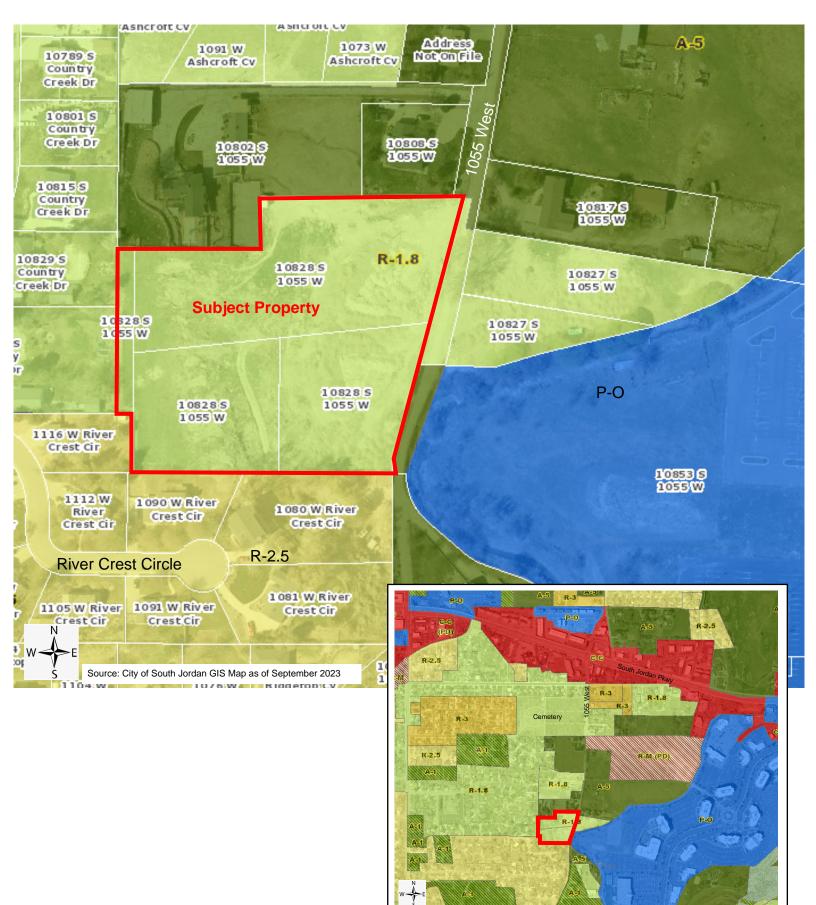
Adrew McDonald

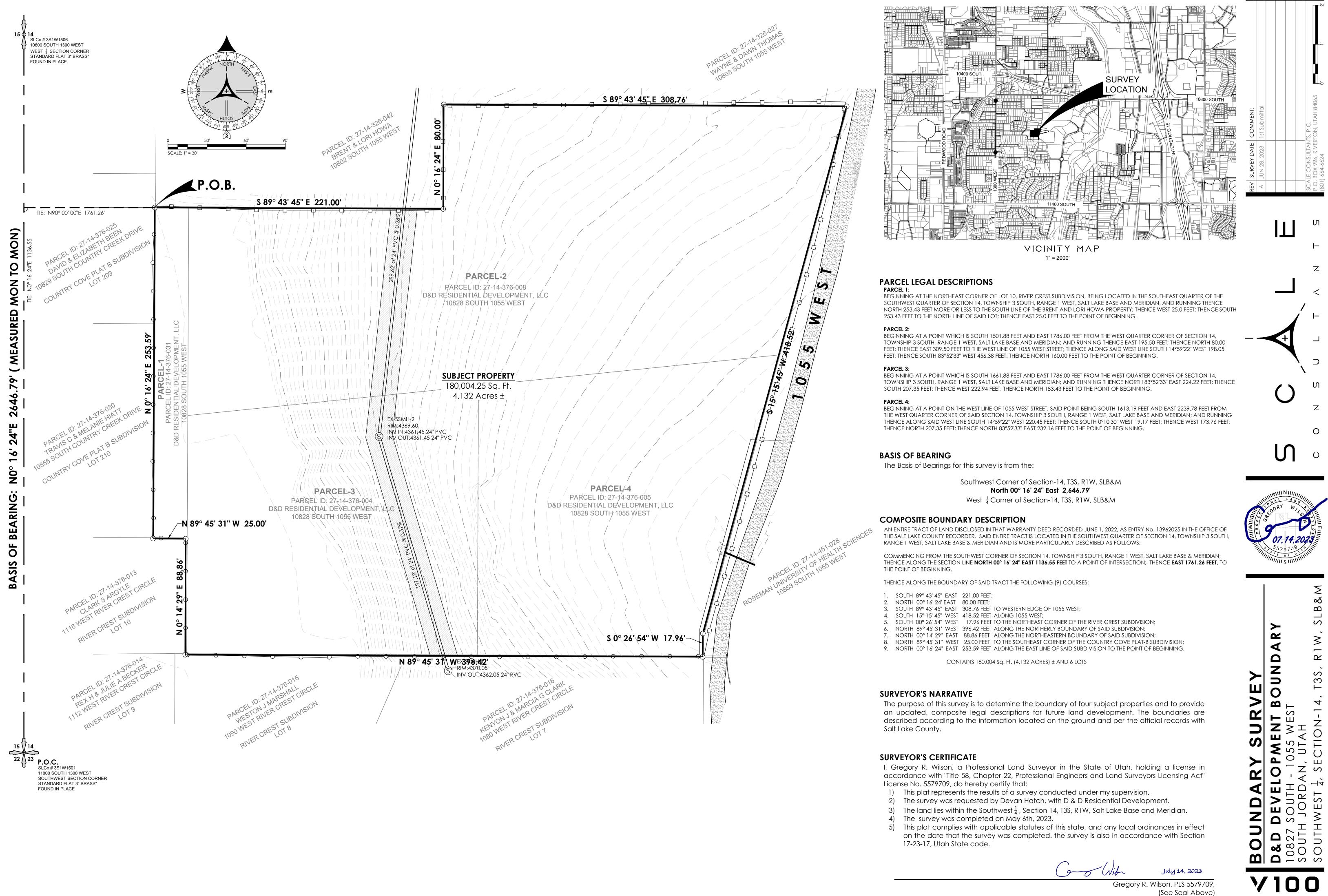
Andrew McDonald Planner I, Planning Department

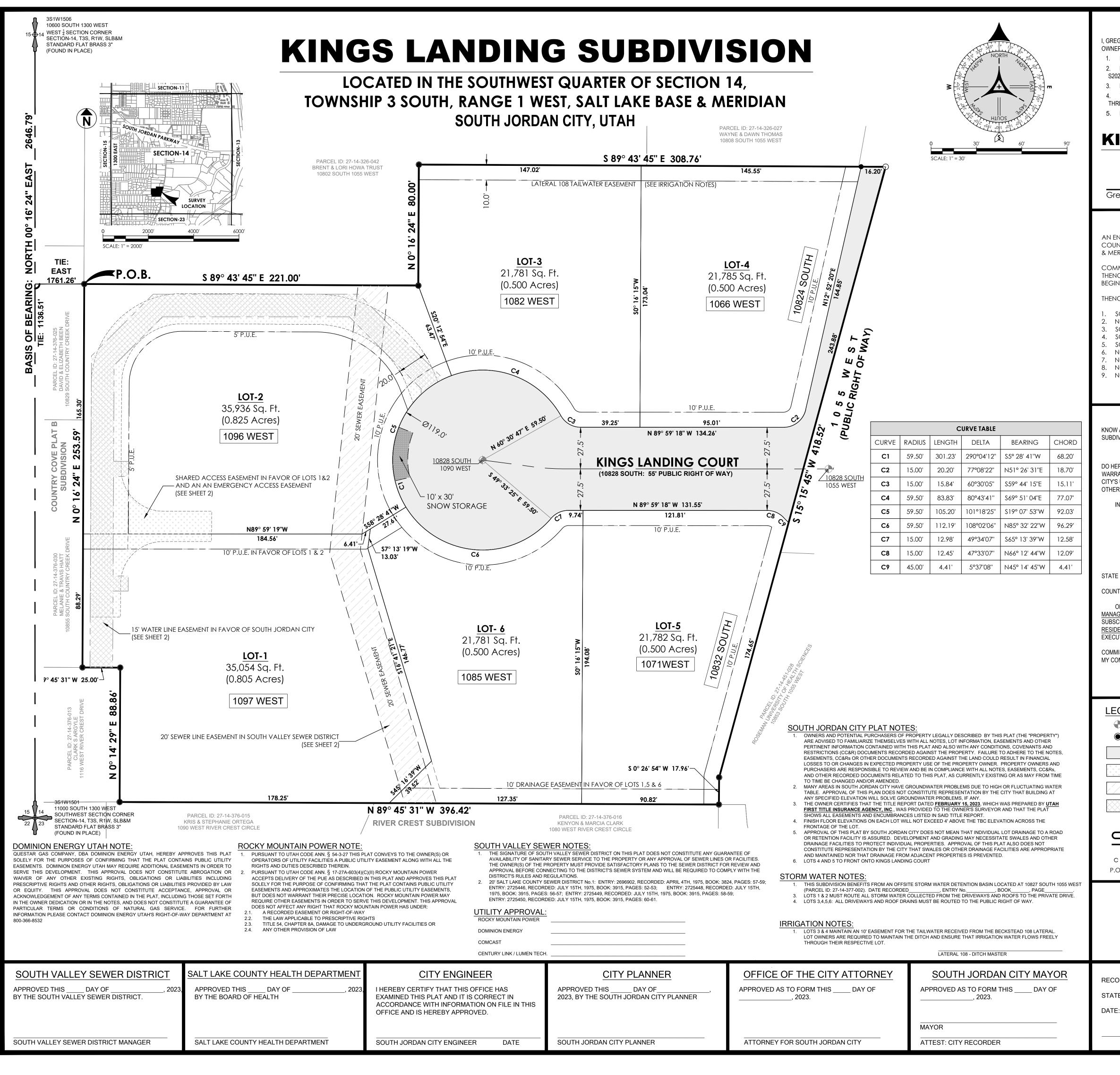
Location Map



Current Zoning Map







SURVEYOR'S CERTIFICATE

I, GREGORY R. WILSON, WITH SCALE CONSULTANTS, P.C.; A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS THE FOLLOWING:

HOLDS LICENSE №. 5579709, IN ACCORDANCE WITH "TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT",
 I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 PER UTAH STATE CODE AND FILED SAID PLAT AS S2023-07-0xxxx IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR.

3. I HAVE VERIFIED ALL MEASUREMENTS THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW CORRECTLY DESCRIBES THE LAND.

 THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO THREE LOTS, HEREAFTER TO BE KNOWN AS:

5. I FURTHER CERTIFY THAT ALL LOTS MEET THE FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCE

KINGS LANDING SUBDIVISION 08.29.2023 Date Gregory R. Wilson, P.L.S. 5579709 **BOUNDARY DESCRIPTION** AN ENTIRE TRACT OF LAND DISCLOSED IN THAT WARRANTY DEED RECORDED JUNE 1, 2022, AS ENTRY No. 13962025 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID ENTIRE TRACT IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG THE SECTION LINE NORTH 00° 16' 24" EAST 1136.55 FEET TO A POINT OF INTERSECTION; THENCE EAST 1761.26 FEET, TO THE POINT OF BEGINNING. THENCE ALONG THE BOUNDARY OF SAID TRACT THE FOLLOWING (9) COURSES: SOUTH 89° 43' 45" EAST 221.00 FEET NORTH 00° 16' 24' EAST 80.00 FEET; SOUTH 89° 43' 45" EAST 308.76 FEET TO WESTERN EDGE OF 1055 WEST SOUTH 15° 15' 45" WEST 418.52 FEET ALONG 1055 WEST: SOUTH 00° 26' 54" WEST 17.96 FEET TO THE NORTHEAST CORNER OF THE RIVER CREST SUBDIVISION; NORTH 89° 45' 31' WEST 396.42 FEET ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION; NORTH 00° 14' 29" EAST 88.86 FEET ALONG THE NORTHEASTERN BOUNDARY OF SAID SUBDIVISION NORTH 89° 45' 31" WEST 25.00 FEET TO THE SOUTHEAST CORNER OF THE COUNTRY COVE PLAT-B SUBDIVISION NORTH 00° 16' 24" EAST 253.59 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING. CONTAINS 180,004 Sq. Ft. (4.132 ACRES) AND 6 LOTS **OWNER'S DEDICATION** KNOW ALL MEND BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED OWNER (S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED, HEREAFTER KNOWN AS THE **KINGS LANDING SUBDIVISION** EREBY DEDICATE FOR THE PERPETUAL USE OF THE ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET. AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OF OTHER NECESSARY SERVICES. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF , 2023. D & D RESIDENTIAL DEVELOPMENT, LLC PRINT NAME: DEVAN HATCH MANAGING MEMBER NOTARY ACKNOWLEDGMEN STATE OF UTAH COUNTY OF SALT LAKE , IN THE YEAR 2023, BEFORE ME , A NOTARY PUBLIC, PERSONALLY APPEARED DEVAN HATCH ON THIS DAY OF THE MANAGING MEMBER OF D & D RESIDENTIAL DEVELOPMENT, LLC PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION REGARDING THE KINGS LANDING SUBDIVISION AND WAS SIGNED BY HIM/HER ON BEHALF OF SAID D & D RESIDENTIAL DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE/SHE EXECUTED IT IN SUCH CAPACITY. COMMISSION NUMBER MY COMMISSION EXPIRES Print Name: A Notary Public Commissioned in Utah LEGEND STREET MONUMENT BOUNDARY LINE LOT LINE PROPERTY CORNER, SET REBAR w/ WHITE CAP, STAMPED "SCALE" PUBLIC UTILITY & DRAINAGE EASEMENT LINE PUBLIC RIGHT OF WAY: DEDICATED TO SOUTH JORDAN CITY WATER & SEWER EASEMENT LINE SHARED ACCESS & EMERGENCY ACCESS EASEMENT IN FAVOR OF LOTS 1 & 2 20' SHARED ACCESS & EMERGENCY EASEMENT LINE 20' SEWER EASEMENT D.E. DRAINAGE EASEMENT PUBLIC UTILITY EASEMENT P.U.E. 15' WATER LINE EASEMENT IN FAVOR OF SOUTH JORDAN CITY DEVELOPER: DEVAN HATCH D & D RESIDENTIAL DEVELOPMENT, LLC 1396 WEST 200 SOUTH BUILDING 2E NSULTANTS C O LINDON, UTAH 84042 BRÜDER P.O. BOX 926 RIVERTON, UTAH 84065 (801) 664-6624 (801) 310-3808 **KINGS LANDING SUBDIVISION** LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN SOUTH JORDAN CITY, UTAH SALT LAKE COUNTY RECORDER RECORD NO. NUMBER: STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF ACCOUNT:

FEE\$

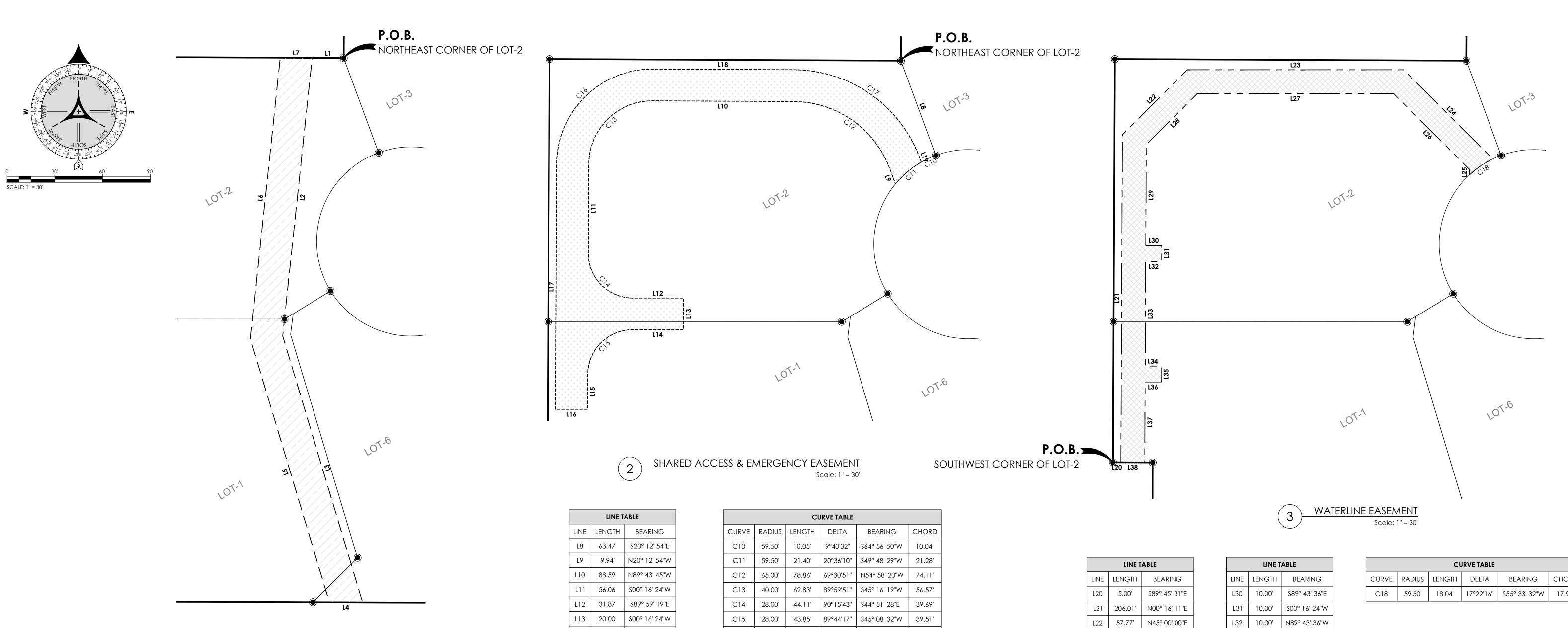
TIMF

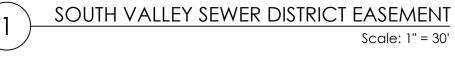
DEPUTY SALT LAKE COUNTY RECORDER

PAGE:

SHEET:

BOOK:





LINE TABLE				
LINE	LENGTH	BEARING		
L1	19.81'	N90° 00' 00''W		
L2	175.87'	S06° 02' 58''W		
L3	174.96'	S16° 41' 21"E		
L4	20.91'	N89° 45' 31''W		
L5	172.89'	N16° 41' 21"W		
L6	177.87'	N06° 02' 58''E		
L7	20.10'	S89° 43' 45''E		

LEGEND

PROPERTY CORNER, SET REBAR w/ WHITE CAP, STAMPED "SCALE"

SHARED ACCESS & EMERGENCY ACCESS EASEMENT IN FAVOR OF LOTS 1 & 2



20' SEWER EASEMENT

15' WATER LINE EASEMENT IN FAVOR OF SOUTH JORDAN CITY

BOUNDARY LINE

Scale: 1" = 30'

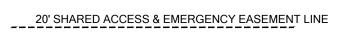
LOT LINE 15' WATERLINE EASEMENT LINE WATER & SEWER EASEMENT LINE

CURVE TABLE						
CURVE	Radius	LENGTH	DELTA	BEARING	CHORD	
C10	59.50'	10.05'	9°40'32''	S64° 56' 50''W	10.04'	
C11	59.50'	21.40'	20°36'10''	S49° 48' 29''W	21.28'	
C12	65.00'	78.86'	69°30'51''	N54° 58' 20''W	74.11'	
C13	40.00'	62.83'	89°59'51''	S45° 16' 19''W	56.57'	
C14	28.00'	44.11'	90°15'43''	S44° 51' 28''E	39.69'	
C15	28.00'	43.85'	89°44'17''	S45° 08' 32''W	39.51'	
C16	60.00'	94.25'	89°59'51''	N45° 16' 19''E	84.85'	
C17	85.00'	103.13'	69°30'51''	\$54° 58' 20''E	96.92'	

	LINE TABLE				
LINE	LENGTH	BEARING			
L8	63.47'	S20° 12' 54''E			
L9	9.94'	N20° 12' 54''W			
L10	88.59'	N89° 43' 45''W			
L11	56.06'	S00° 16' 24''W			
L12	31.87'	\$89° 59' 19''E			
L13	20.00'	S00° 16' 24''W			
L14	32.13'	N89° 59' 19''W			
L15	22.13'	S00° 16' 24''W			
L16	20.00'	N89° 59' 19''W			
L17	154.28'	N00° 16' 24''E			
L18	88.59'	S89° 43' 45''E			
L19	2.67'	S20° 12' 54''E			



DEVELOPER: DEVAN HATCH DEVANTIATION D & D RESIDENTIAL DEVELOPMENT, LLC 1396 WEST 200 SOUTH BUILDING 2E LINDON, UTAH 84042 (801) 310-3808





	LINE TABLE				
LINE	LENGTH	BEARING			
L20	5.00'	S89° 45' 31''E			
L21	206.01'	N00° 16' 11"E			
L22	57.77'	N45° 00' 00''E			
L23	135.94'	N90° 00' 00''E			
L24	79.33'	S45° 00' 00''E			
L25	3.77'	N00° 00' 00''E			
L26	67.16'	N45° 00' 00''W			
L27	123.51'	\$90° 00' 00''W			
L28	45.38'	\$45° 00' 00''W			
L29	63.43'	SOO° 15' 58''W			

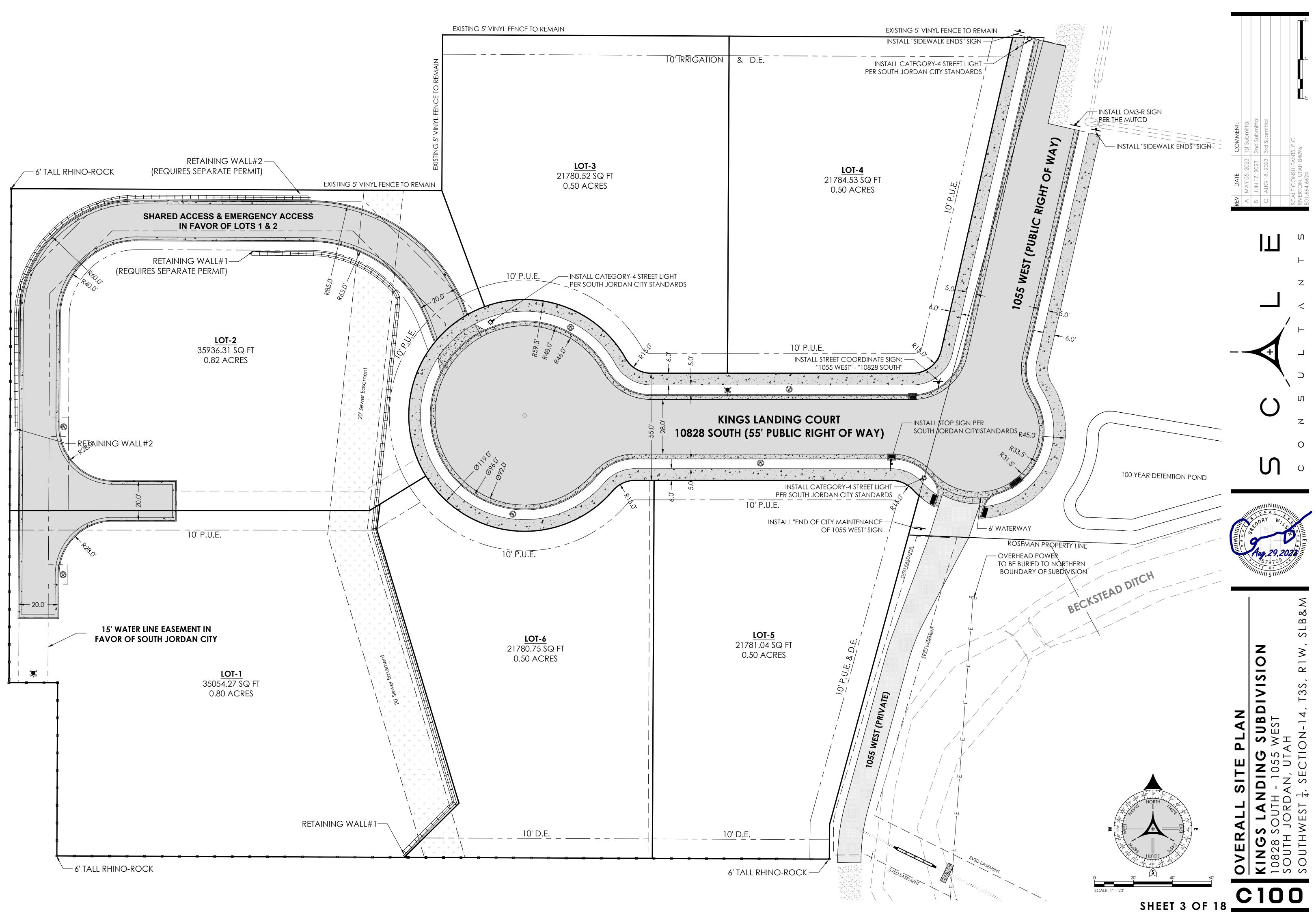
LINE TABLE				
LINE	LENGTH	BEARING		
L30	10.00'	\$89° 43' 36''E		
L31	10.00'	S00° 16' 24''W		
L32	10.00'	N89° 43' 36''W		
L33	65.79'	S00° 16' 26''W		
L34	10.00'	\$89° 43' 49''E		
L35	10.00'	S00° 16' 11''W		
L36	10.00'	N89° 43' 49''W		
L37	50.61'	S00° 16' 11''W		
L38	15.00'	N89° 45' 46''W		

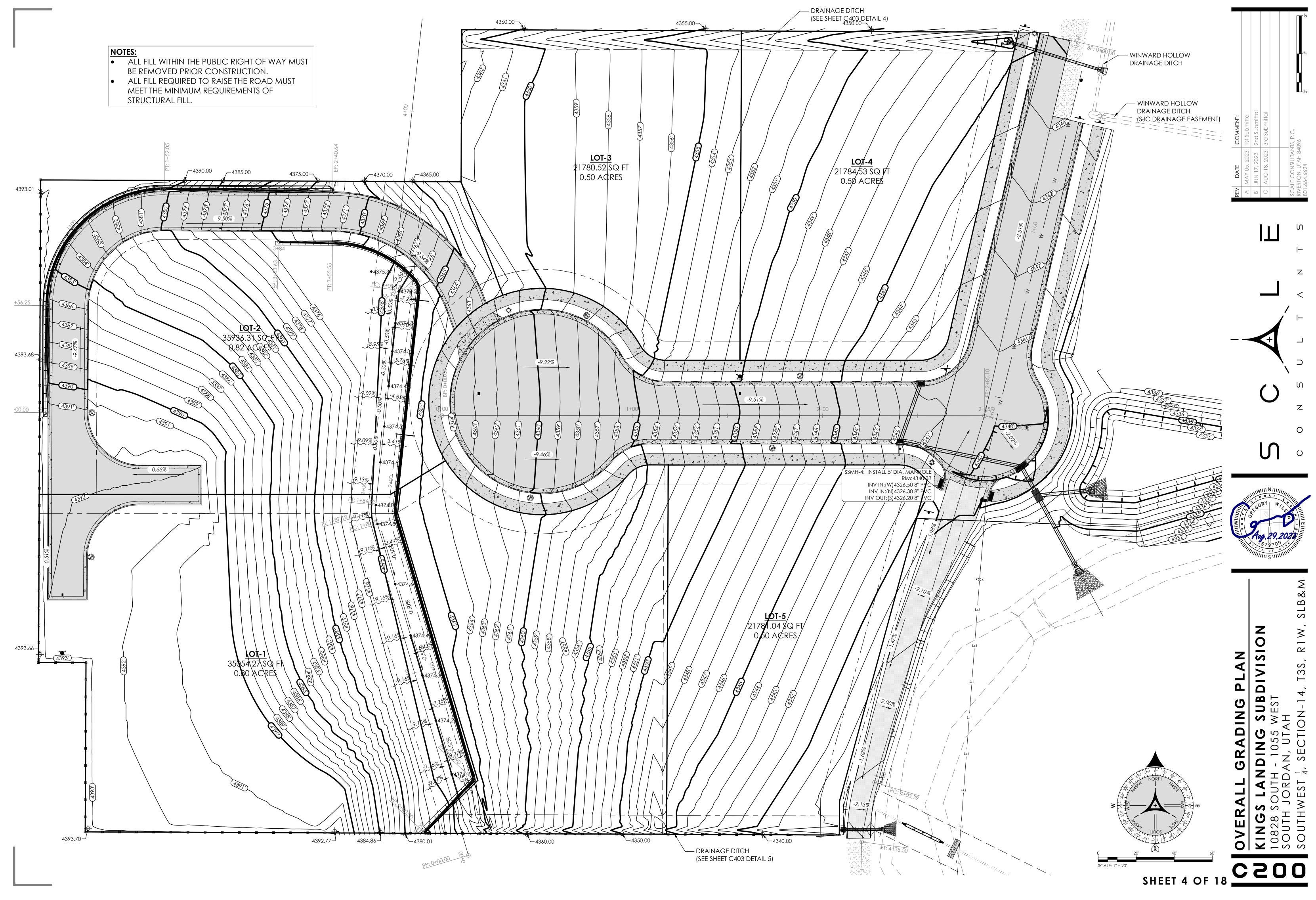
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C18	59.50'	18.04'	17°22'16"	\$55° 33' 32''W	17.97'

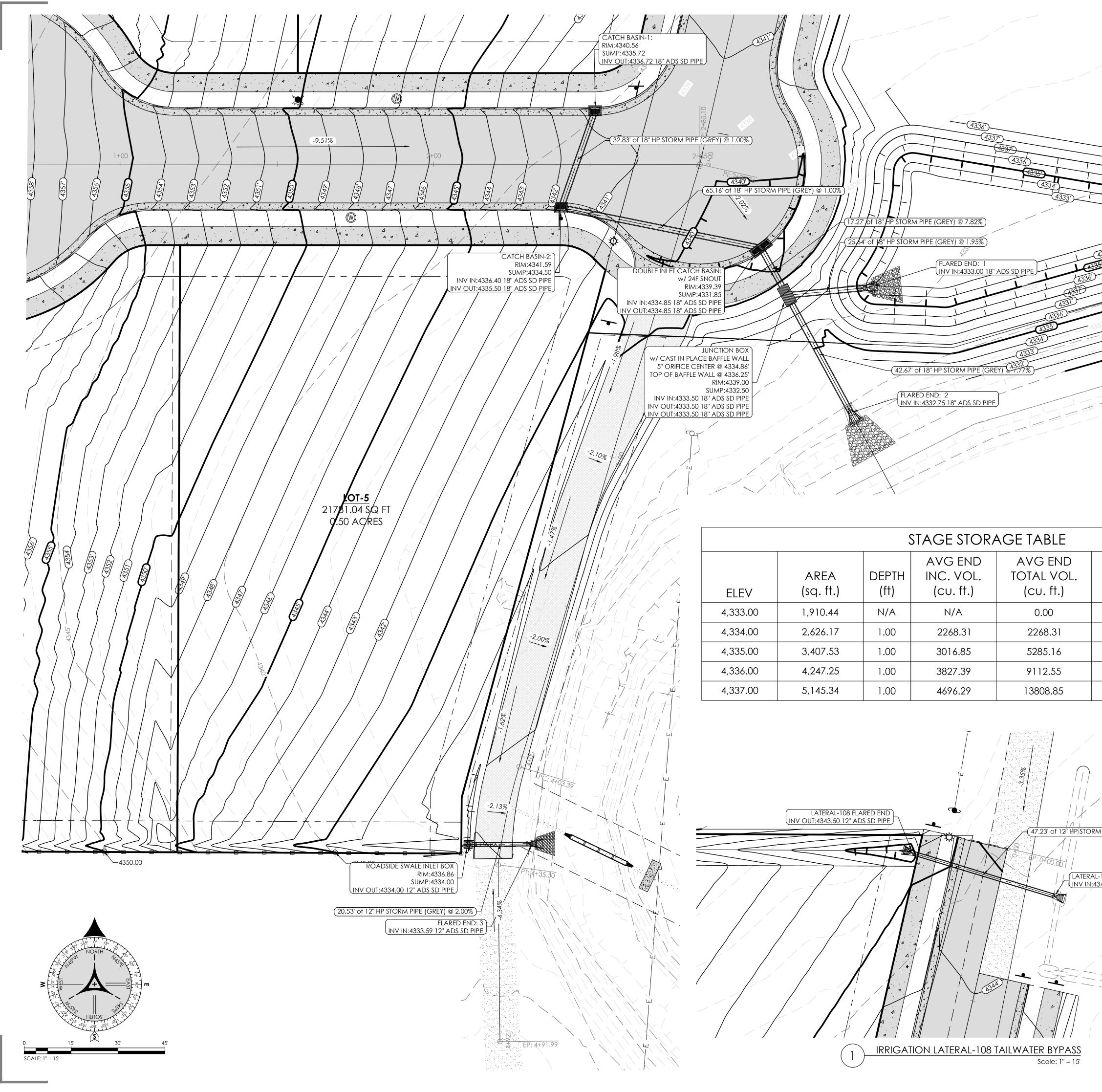
KINGS LANDING SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN SOUTH JORDAN CITY, UTAH

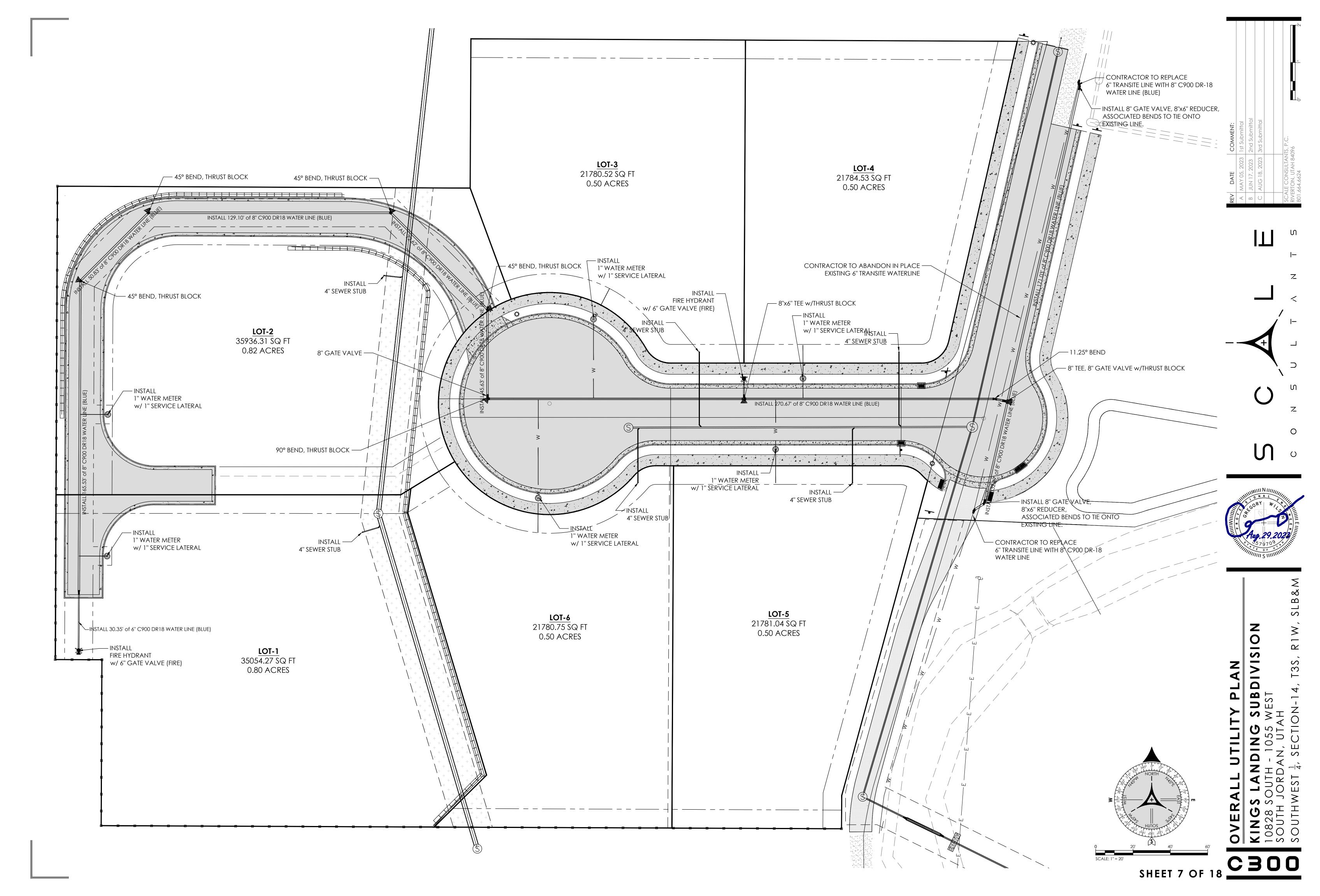
RECORD NO.	SALT LAK	E COUNTY RECORDE	<u>२</u>	NUMBER:
STATE OF UTAH, COU	ACCOUNT:			
DATE:	TIME:	ВООК:	PAGE:	
				SHEET:
	FEE\$	DEPUTY SALT LAK	KE COUNTY RECORDER	—— OF <u> </u>







A34 PIPE A34 PIPE PE (GREY) @ 1.00% A4340 CH BASIN: 45.16' of 18" HP STORM CH BASIN: 4339.39 P:4331.85 P:4331.85 P:4331.85 P:4331.85 P:55 D PIPE D IB' ADS SD PIPE		64' of 18" HP STOR	4336 4337 43 43 43 43 43 43 43 43 43 43			EL: 4332.750	AD DITCH TIE-IN Scale: 1" = 10'	COMMEN 23 1st Submit	AUG 18, 2023 AUG 18, 2023 ALE CONSULTAN CERTON, UTAH 840 1.664.6624
			STAGE STORA	GETABLE					0 I n
ELEV	AREA (sq. ft.)	DEPTH (ft)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)	CONIC TOTAL VOL. (cu. ft.)		JSIIII	
4,333.00 4,334.00	1,910.44 2,626.17	N/A 1.00	N/A 2268.31	0.00 2268.31	N/A 2258.84	0.00 2258.84		C P I I I I I I I I I I I I I I I I I I	
4,335.00	3,407.53	1.00	3016.85	5285.16	3008.39	5267.23			tag. 29.2023
4,336.00	4,247.25	1.00	3827.39	9112.55	3819.69	9086.92			
4,337.00	5,145.34	1.00	4696.29	13808.85	4689.12	13776.04			
	LATERAL-108 FI INV OUT:4343.50 12" A		ION LATERAL-108 T		RM PIPE (GREY) @ 2.12%			d DING	KINGS LANDING SUBDIVISION 10828 SOUTH - 1055 WEST SOUTH JORDAN, UTAH SOUTHWEST ¹ / ₄ , SECTION-14, T3S, R1W, SLB&M



After recording, please mail to:

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

Affects Parcel No(s): 27 - 14 - 37 7 - 002

Property/Subdivision: Kings Landing

Project Name: Kings Landing

STORMWATER FACILITIES MAINTENANCE AGREEMENT

This Stormwater Facilities Maintenance Agreement (this "Agreement") is made between the City of South Jordan, a Utah municipal corporation (the "City"), and by

D & D Residential Development, LLC

A Utah Limited Liability Company

_____, a ("Owner").

RECITALS

A. The City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the South Jordan City Stormwater Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code \S 19-5-101, *et seq.*, as amended ("Act").

B. The Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property").

C. The Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands.

D. In order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain, at the Owner's expense, a storm and surface water management facility and control measures ("Stormwater Facilities") on the Property.

E. The Stormwater Facilities are more particularly described and shown in the final civil engineering plan or subdivision plat approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with, and have been approved by, the City, and are hereby incorporated herein by this reference ("Development Plan").

F. As a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, the Owner is required to enter into this Agreement addressing the maintenance requirements for the Stormwater Facilities.

The parties agree as follows:

1. **Construction of Stormwater Facilities**. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the plans and specifications identified in the Development Plan and any amendments thereto, which have been approved by the City.

2. **Maintenance of Stormwater Facilities**. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities on the Property. Owner's maintenance obligations shall include all pipes and channel built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as keeping the Stormwater Facilities in good working condition so that the Stormwater Facilities are performing their design functions. In the event that a maintenance schedule is set forth in the Development Plan, such maintenance schedule shall be followed.

3. **Annual Inspection of Stormwater Facilities**. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 31st of each year, commencing the year after the Stormwater Facilities are constructed and complete, and shall be on forms acceptable to the City to be submitted to the Storm Water Department either by Email or postal mail.

4. **City Oversight Inspection Authority**. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities whenever deemed necessary by the City. The City shall give the Owner not less than 48 hours prior notice of an inspection, except in the event of an emergency. Inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspections shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Development Plan. The Owner shall be entitled to have its representative accompany the City's inspectors on the Property.

5. **Notice of Deficiencies**. If the City reasonably finds that the Stormwater Facilities contain any defects or are not being adequately maintained, the City shall send the Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies ("Notice of Deficiency" or "Notice"). The Notice shall be hand-delivered to the Owner or sent certified mail to the Owner at the Property address.

6. **Owner to Make Repairs**. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities within the cure period stated in the Notice of Deficiency.

7. **The City's Corrective Action Authority**. If the Owner fails to correct the items in the Notice of Deficiency, the City may enter upon the Property and take whatever steps are reasonably required to correct any deficiencies and may charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

8. **Reimbursement of Costs**. In the event the City performs any work or expends any funds to correct any deficiency in the Notice, including without limitation, labor, use of equipment, supplies, materials, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt of supporting documentation. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. The Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments or enforcement of this Agreement.

9. **Successor and Assigns**. This Agreement shall be recorded in the Salt Lake County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its operators, successors, or assigns, and shall bind all present and subsequent owners of the Property.

10. **Severability Clause**. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

11. **Utah Law and Venue**. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

12. Indemnification. The Owner specifically and expressly agrees to indemnify, and save and hold harmless the City (including without limitation its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees, or other costs incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of the Owner (including without limitation its employees, agents, operators, subcontractors, or contractors) in the performance or failure of performance of the Owner provided herein, or to be provided hereunder. 13. **Amendments**. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Salt Lake County Recorder's Office.

14. **Subordination Requirement**. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

15. **Exhibit B.** The Stormwater Facilities Maintenance Plan (SWFMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at the County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Stormwater Division and amended into the LTSWMP on file with the South Jordan City recorder.

[Signature page to follow]

This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party's signature line.

THE CITY ACKNOWLEDGMENT

Signature:	
Name:	
Title:	
Date:	
State of Utah)	
:SS	
County of Salt Lake)	
On this day of 2	
who being by me d	0, personally appeared before me uly sworn, did say that he is the
of South Jordan City a municipal corporation	and that said instrument was signed in behalf of the
City by authority of its governing body and sai	d signatory acknowledged to me that the City executed
the same.	
Witness my hand and official seal.	
(Notary signature)	
	(notary seal)

THE OWNER(S) ACKNOWLEDGMENT

Owner:		
By:		
Name:		
Title:		
Date:		

Representative Capacity Acknowledgement

County of ______) On this _____day of _____, 20____, personally appeared before me, ______(*name of document signer(s)*), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the, ______(*title of office*) of, ______(*name of legal entity*) and that said document was signed by him/her in behalf of said legal entity by Authority of its Bylaws, Resolution of its Board of Directors, Trust documents or other authorizing documents and said, ______(*name of document signer(s)*) acknowledged to me that said legal entity and owner executed the same.

that said legal entity and owner executed the

Witness my hand and official seal.

(Notary signature)

State of

(notary seal)

EXHIBIT A

(Property Legal Description)

SUPPLEMENTAL CONTACT INFORM SHEET FOR SOUTH JORDAN CITY STORMWATER FACILITIES MAINTENANCE AGREEMENT	ATION	
CONTACT INFORMATION		
Name (Main Contact):	Phone:	
Address:		
City:	State:	Zip:
Contact Person:	Phone:	
Contact Email:		
SECONDARY CONTACT INFORMATION (ASSIGNED/ OI	R DEPARTN	MENT)
Name (Main Contact):	Phone:	
Address:		
City:	State:	Zip:
Contact Person:	Phone:	
Contact Email:		

Stormwater Facilities Maintenance Agreement

After recording, please mail to:

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

Affects Parcel No(s): 27-14-377-002

Property/Subdivision: Kings Landing

Project Name: Kings Landing

STORMWATER FACILITY EASEMENT

The undersigned Devan Hatch. Manager of D & D Residential Development. LLC:

hereinafter referred to as Grantor(s), of City of South Jordan, Salt Lake County, State of Utah, in consideration of Ten Dollars (\$), receipt of which is acknowledged, and the prospective benefits to be derived by reason of the locating, establishing, constructing, and maintaining public improvements, as hereinafter described, do hereby convey to South Jordan City, an easement and rights of ways for a stormwater system and related appurtenance hereinafter more particularly designated and described, over, below and across lands owned by Grantor(s) and situated in the County of Salt Lake, State of Utah and more particularly described as follows:

COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN;

THENCE ALONG THE SECTION LINE **NORTH 00° 16' 24'' EAST 1027.23 FEET** TO A POINT OF INTERSECTION; THENCE **EAST 2315.77 FEET**, TO THE POINT OF BEGINNING.

THENCE ALONG THE BOUNDARY THE FOLLOWING (5) COURSES:

- 1. SOUTH 80° 17' 15" EAST 116.13 FEET;
- 2. SOUTH 23.20 FEET;
- 3. SOUTH 73° 22' 15" WEST 95.98 FEET;
- 4. NORTH 87° 43' 19" WEST 45.69 FEET;
- 5. NORTH 18° 41' 15" EAST 72.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,452 Sq. Ft. (0.148 ACRES)

Grantors hereby agree that South Jordan City, its officers, employees, agents, representatives, contractors, and assigns shall have the right of ingress to and egress from the above-described property with such equipment and materials as is necessary to install, maintain, operate, repair, inspect, protect, remove, replace, or relocate stormwater facilities as may be required from time to time by South Jordan City.

Grantors shall have the right to use said premises except for the purpose for which this easement is granted, provided such use shall not interfere with said stormwater facilities and the conveyance of runoff over the surface and through such facilities. Grantors shall not build, construct, or permit to be built or constructed any building or permanent structure over or across said easement.

South Jordan City shall have the right to remove permanent structures or trees within the easement. South Jordan City shall restore or repair, at the City's expense, wood, vinyl, and chain link fences, grass, soil, shrubbery, bushes, flowers, other low-level vegetation, sprinkler system, irrigation system, gravel, asphalt, or ordinary flat work damaged or displaced from the exercise of the easement rights. Once removed by South Jordan City, trees shall not be replaced by the City.

Grantors also agree that they shall construct for the benefit of South Jordan City, and in accordance with City construction standards, and maintain the surface grade of the following described improvements within the easement and rights of way and shall, upon acceptance by the City, dedicate to the City the completed improvements described hereafter:

A stormwater detention basin, a grated flared-end outlet, and an associated pipe

Grantors, their successors, and assigns to the property(s), agree to preserve and protect the stormwater system described in the easement, and at no time permit a project or activity that will affect the purpose, conveyance, and volume of the system within the boundaries of said perpetual easement.

Grantor(s) release South Jordan City from any and all claims for damages arising in any way or incident to the future exercise of the easement over, below, and across the described land.

These covenants and the related terms and rights of way for the easement shall run with the land and be enforceable against all future landowners.

[Signature pages to follow]

THE OWNER(S) ACKNOWLEDGMENT

Owner: D & D Residential Development, LLC	
By:	
Name: Devan Hatch	
Title: Manager	
Date:	
Representative Capacity Acknowledgement State of)	
County of)	
On thisday of, me,	20, personally appeared before
,	

of legal entity) and that said document was signed by him/her in behalf of said legal entity by Authority of its Bylaws, Resolution of its Board of Directors, Trust documents or other authorizing documents and said, **Devan Hatch** (name of document signer(s)) acknowledged to me that said legal entity and owner executed the same.

Witness my hand and official seal.

(Notary signature)

(Notary seal)

EXHIBIT A

(EASEMENT DEPICTION)



South Valley Sewer District

1253 West Jordan Basin Lane · Bluffdale, Utah 84065 P.O. Box 629 · Riverton, Utah 84065 Phone: 801-571-1166 · Fax: 801-571-5339

August 15, 2023

Devan Hatch 10828 South 1055 West South Jordan, UT 84095

Dear Property Owner(s):

Lot #1 & 2 of the Kings Landing Subdivision located at 10828 South 1055 West in South Jordan has public utility easements on the property. South Valley Sewer District does not have an ownership interest in any of the public utility easements for sewer service. It is the policy of the District that all sanitary sewer lines are located within a Sanitary Sewer Easement whenever possible.

Please be advised, that the District does own and maintain a sanitary sewer pipeline and easements on your property. This pipeline and easements have not and will not be abandoned by the District. A copy of the easement(s) are enclosed for your convenience (Easement #2564287)

The District understands that you are constructing a rock retaining wall. All South Valley Sewer District fees have been paid in full. South Valley Sewer District does not have any concerns regarding this project at this time

If you have any questions, please contact our office.

Sincerely,

Matthew M. Garn, PE District Engineer

Tract No. SW14-1

EASEMENT Rof.

Hecorded AUG 2 4 1973

Fee Paid JERADE W

Recorder, Salt Luke

VARTIN

Country Ucah

Deputy

Request of_

SNOFEE BY

2564287

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS hereby grant, convey, sell, and set over unto Salt Lake County Sewerage Improvement District No. 1, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called FACILITIES, said right-of-way and easement being situate in Salt Lake County, State of Utah over and through a parcel of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

The above described tract, insofar as it extends within the boundary of the grantor's property, contains 0.266 acre, more or less.

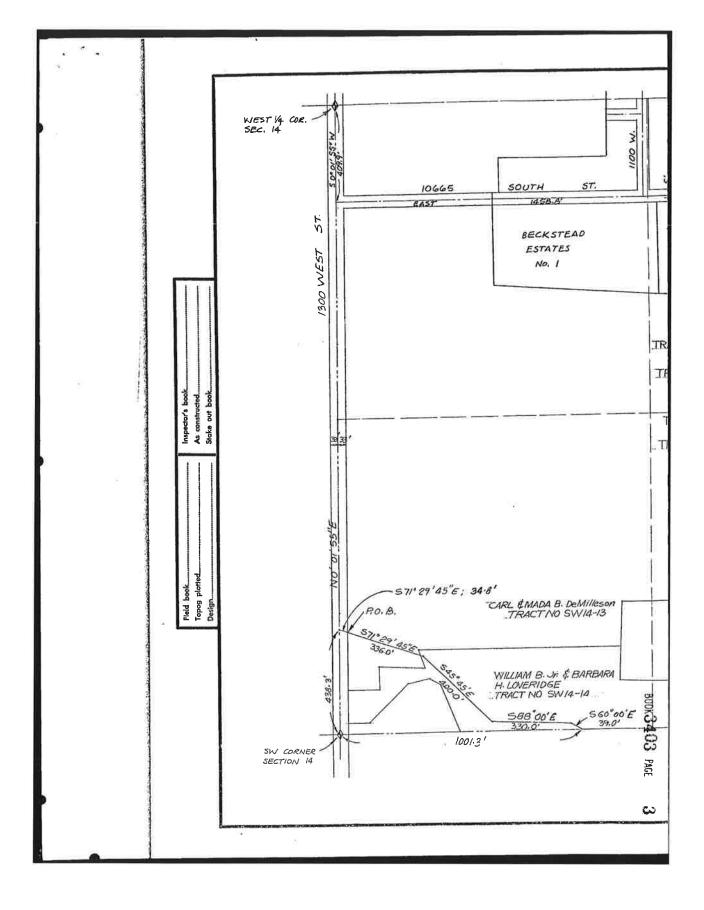
TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. During construction periods, GRANTEE and its agents may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said facilities. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use said premises except for the purpose for which this right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the facilities or with the discharge and conveyance of sewage through said facilities, or any other rights granted to the GRANTEE here-under.

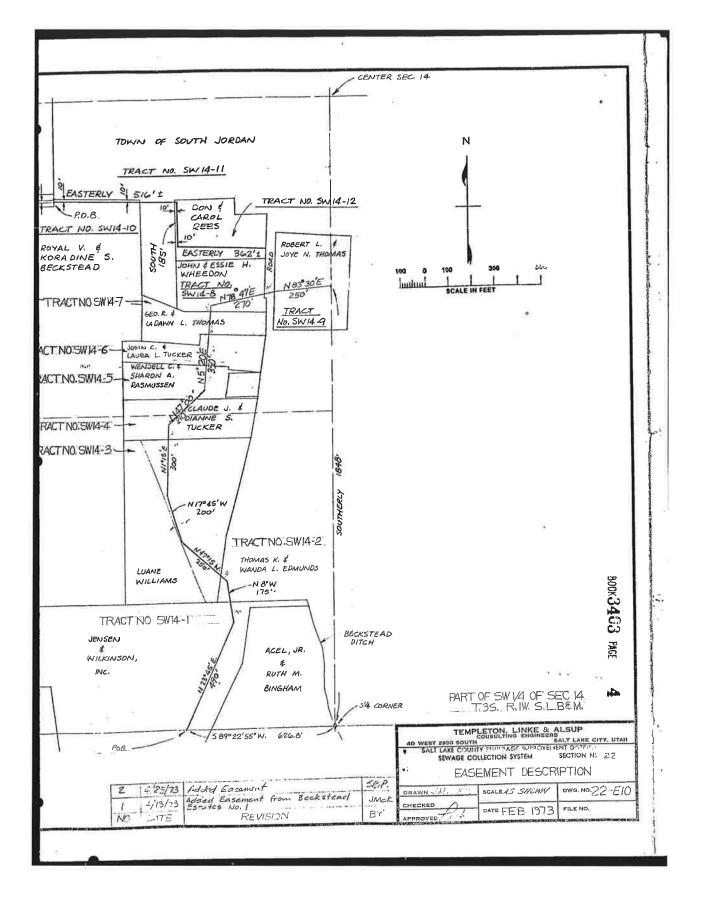
GRANTORS shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

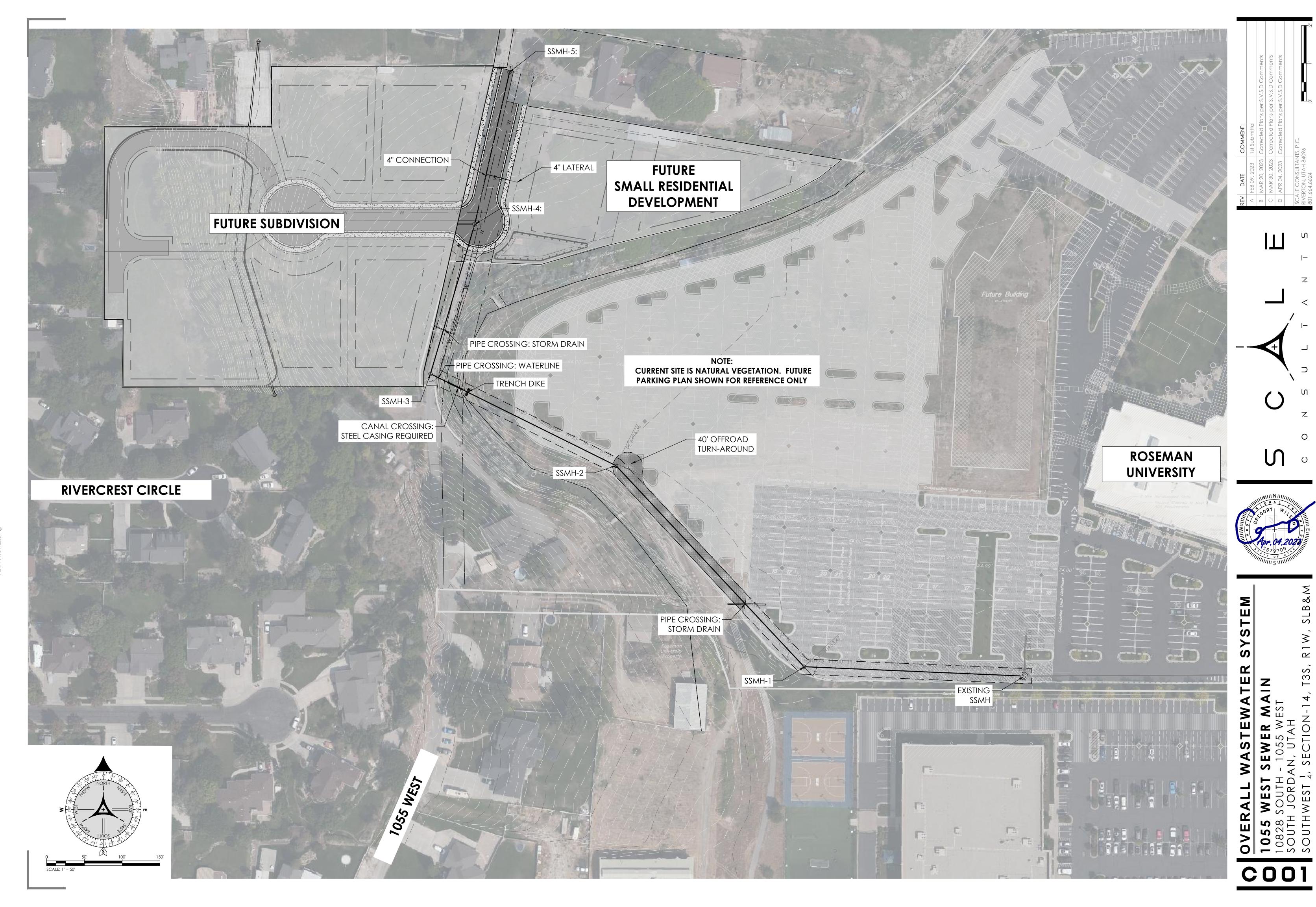
IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement, this

2/51 day of <u>August</u> , 19 <u>73</u> . JENSEN AND WILKINSON, INC.	
BY: allefflell	<
IT <u>S:</u>	
STATE OF UTAH)	
COUNTY OF SALT LAKE)	
On the Jis day of <u>August</u> , 1973, personally appeared before me	
Oral J Wilkinson, the signers of the above instrument, who duly acknow-	96
ledged to me they executed the same.	
NOTARY Workelsen	BODK3403
NOTARY PUBLIC	
Residing in Salt Lake City, Utah	μų
ty Commission Expires	þuð.

Part of the Southwest quarter of Section 14, T.3S., R.1W., Salt Lake Base and Meridian. BEGINNING on the South line of said Section 14 at a point lying Westerly 626.8 feet, more or less, from the South quarter corner of said Section and running thence N. 23° 45' E. 490 feet; thence N. 8° 00' W. 175 feet; thence N. 47° 15' W. 250 feet; thence N. 17° 45' W. 200 feet; thence N. 1° 15' E. 300 feet; thence N. 47° 00' E. 210 feet; thence N. 5° 20' E. 350 feet; thence N. 78° 47' E. 270 feet; thence N. 83° 30' E. 250 feet, more or less, to the East line of said Southwest quarter of Section 14 and a point lying Northerly 1848 feet from the South quarter corner of said Section. Tract No. SW14-1 Owner: Jensen and Wilkinson, Inc. Permanent Easement: 0.266 acs. (580 l.f.) Tract No. SW14-2 Owner: Thomas K. and Wanda L. Edmunds Permanent Easement: 0.055 acs. (120 1.f.) Tract No. SW14-3 Owner: Luane Williams Permanent Easement: 0.300 acs. (655 1.f.) Tract No. SW14-4 Owner: Claude J. and Dianne S. Tucker Permanent Easement: 0.098 acs. (213 l.f.) Tract No. SW14-5 Owner: Wendell C. & Sharon A. Rasmussen Permanent Easement: 0.073 acs. (160 l.f.) Tract No. SW14-6 Owner: John C. and Laura L. Tucker Permanent Easement: 0.060 acs. (130 1.f.) Tract No. SW14-7 Owner: George R. and LaDawn L. Thomas Permanent Easement: 0.043 acs. (95 1.f.) Tract No. SW14-8 Owner: John and Essie H. Wheedon Permanent Easement: 0.134 acs. (292 1.f.) Tract No. SW14-9 Owner: Robert L. and Joye N. Thomas BOOKJACJ Permanent Easement: 0.115 acs. (250 l.f.) PAG 25 11







LAND USE AMMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	Hatch Subdivision	10828 S 1055 W	
Planner Assigned		Andrew McDonald	

Tanner Assigned	7 Midlow Wiebondid		
Engineer Assigned	Jared Francis		

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

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

The subject property will be accessed from 1055 West. The development will be required to install public right of way improvements along the portion of 1055 West that borders the project, and dedicate the necessary right of way. The project is proposed to have a public street and cul-de-sac, providing frontage for 4 of the proposed lots. The remaining two lots will be accessed from a private drive extending off the end of the cul-de-sac.

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

There is an existing City owned 6" water main in 1055 West. Fire hydrants will be required on site as per City standards. A water model will be required as part of the preliminary subdivision submittals.

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

There does not appear to be a City owned secondary water system adjacent to the project. An engineer's cost estimate will be required during the preliminary subdivision review to determine if it's feasible per City code for the new development to provide a functioning secondary water system.

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

There is a sewer main line running north and south on the west side of the subdivision that may be able to service the upper two, west most lots. A new sewer main may be required in 1055 West and within the project to provide service to the rest of the lots. Sewer main design and connection requirements will be determined by the South Valley Sewer District.

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

In order to comply with State and City guidelines, the proposed development must retain on site, through use of approved low impact development devices and best management practices, all rainfall events less than or equal to the 80th percentile rainfall event. For storm events greater than the 80th percentile, the additional storm water must either be retained on site or discharged into an approved storm drain system. There is not an existing public storm drain system in 1055 West.

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

Report Approved:

opment Engineer

Brad Klavano, PE. Director of Engineering Services/City Engineer

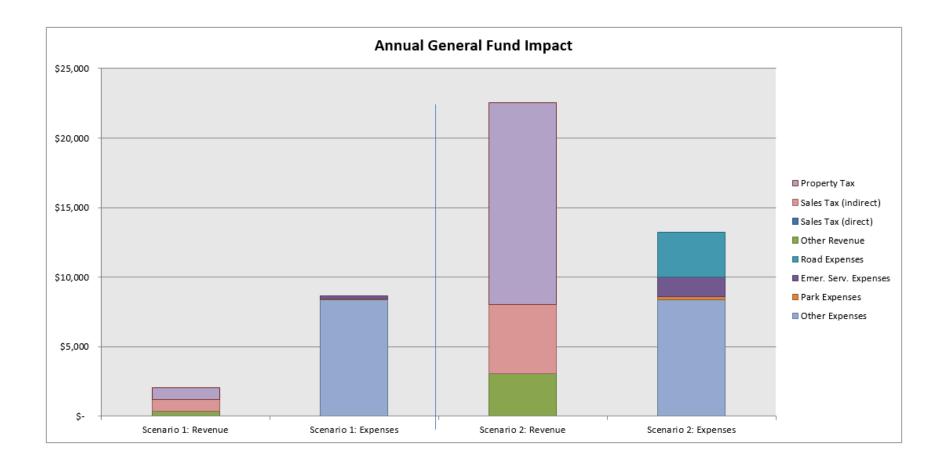
 $\frac{1/17/23}{Date}$

Project Analysis

Project: Hatch Subdivision December 7, 2022

Scenari	io Descriptions		Fi	nancial Summ	ary	by Scenario
Scenario 1:	No Change - R-1.8	Direct Impact	No	Change - R-		
No Change - R	esidential R-1.8 (2.15	(General Fund)		1.8		R-1.8
acres), Agriculture A-1 (0.8 acres), Agriculture A-5 (2.47 acres)		Revenue	\$	1,257	\$	17,601
		Property Tax	\$	900	\$	14,505
		Sales Tax (direct)	\$	-	\$	-
		Other	\$	357	\$	3,096
Scenario 2:	R-1.8	Expenses	\$	8,653	\$	13,241
Residential R-1	.8	Roads	\$	-	\$	3,232
		Emergency Serv.	\$	230	\$	1,382
		Parks	\$	41	\$	247
		Other	\$	-	\$	-
		Total	\$	(7,396)	\$	4,360
		Per Acre	\$	(1,782.24)	\$	1,050.76
		Per Unit	\$	(7,396.28)	\$	726.69
		Per Person	\$	(2,096.03)	\$	205.94
		Indirect Impact				
		Potential Retail Sales	\$	81,383	\$	488,296
		Sales Tax (indirect)	\$	827	\$	4,960
		*Other Revenue - Includes Permits, Licenses, Motor Vehicle Tax, Energy Sales & Use Tax, Telecommunications Tax, and Cable Franchise Tax. ** Other Expense - Includes all other General Fund Expenses				Vehicle Tax,
						Expenses

excluding Roads, Emergency Services, and Parks.



Dawn R. Ramsey, *Mayor* Patrick Harris, *Council Member* Bradley G. Marlor, *Council Member* Donald J. Shelton, *Council Member* Tamara Zander, *Council Member* Jason T. McGuire, *Council Member*



PH: 801.446-HELP @SouthJordanUT

TO:Devan HatchDATE:September 06, 2023FROM:City of South JordanSUBJECT:KINGS LANDING PRELIMINARY SUBDIVISION
Preliminary Subdivision
(PLPP202300080)

Items to be addressed prior to approval of final subdivision application:

Fire Department Review <u>Completed By</u>: Russell Avery (ravery@sjc.utah.gov)

1. The location of the fire hydrant for Lots 1 & 2 does not meet requirments of the Fire Department.

Planning Department Review <u>Completed By</u>: Andrew McDonald (amcdonald@sjc.utah.gov)

No Comments

Building Department Review Completed By: Ty Montalvo (tmontalvo@sjc.utah.gov)

No Comments

The following Public Works Department reviews may require corrections as listed in the Engineering Department Review. For questions, contact the Engineering Department.

- Stormwater Division Review
- Water Division Review
- Streets Division Review
- External Agency Review

Dawn R. Ramsey, *Mayor* Patrick Harris, *Council Member* Bradley G. Marlor, *Council Member* Donald J. Shelton, *Council Member* Tamara Zander, *Council Member* Jason T. McGuire, *Council Member*



PH: 801.446-HELP @SouthJordanUT

Engineering Review <u>Completed By</u>: Jared Francis (jfrancis@sjc.utah.gov)

The following items are to be addressed before approval of the Final Subdivision application:

The following five iems are pending the review of the updated storm drain calcs and easement (may already be addressed)

- 1 Storm Basin easement (C201)
- 2. 80% storm event (C201)
- 3. Basin drain in 72 hours (C201)
- 4. Update the storm calcs (C201)
- 5. More info on Beckstead ditch discharge (C201)

The following six items are currently outstanding, and require additional action be taken before the approval of the Final Subdivision application. The respective Civil Sheet pages have been identified:

- 1. Adjust the drawing to match the note with 24" of clearance. (302)
- 2. Include a foundation drain detail, address the groundwater issue (C401)
- 3. Cross section sewer pipe (C201) SVSD plans submitted but should be part of subdivision civil plans too.
- 4. Show how each lot will drain without flowing onto adjacent lots (C200)
- 5. Show the new water main on the profile drawing (C301 and C304)
- 6. Label amount of cover over private pipe, must be enough to keep it out of the street's structural cross section (C301) who will maintain this pipe?

Sincerely,

Andrew McDonald Planner I