

ORDINANCE NO. 1088

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY AND APPROVING A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 9.02 ACRES OF PROPERTY FROM A5 AGRICULTURAL TO RM1 RESIDENTIAL, LOCATED AT APPROXIMATELY 12052 SOUTH 300 EAST WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE SMITH FAMILY PROPERTY ZONING MAP AMENDMENT II.

WHEREAS, pursuant to State law, Draper City has adopted a Zoning Ordinance and Zoning Map to guide the orderly development and use of property within the City; and

WHEREAS, from time to time it is necessary to review and amend the Zoning Map to keep pace with development within the City and to ensure the provision of a variety of residential types; and

WHEREAS, the proposed zone change set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with State law to obtain public input regarding the proposed revisions to the Zoning Map; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed amendment to the official Zoning Map of Draper City, and the City Council has found the proposed zone change to be consistent with the City's General Plan; and

WHEREAS, State law allows the City to enter into an agreement with a property owner or their representative regarding the development of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. Zoning Map Amendment. The following described real properties located at approximately 12052 South 300 East within Draper City, Salt Lake County, State of Utah, previously zoned A5 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to RM1:

BEG N 660 FT & W 36 FT FR CEN SEC 30, T3S, R 1E, SLM; W 624 FT; N 630 FT; E 584 FT; SE'LY 62.83 FT ALG A 40 FT RADIUS CURVE TO R; S 590 FT TO BEG. 9.02 AC M OR L.

Section 2. Development Agreement. The development agreement attached hereto as exhibit "B" is hereby approved pursuant to the legislative powers of the City.

Section 3. Severability Clause. If any 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 provisions, clauses and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective 20 days after publication or posting, or after the development agreement is executed, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 15th DAY OF April, 2014.

ATTEST:

DRAPER CITY:

By: [Signature]
City Recorder

By: [Signature]
Mayor



EXHIBIT A

SMITH FAMILY PROPERTY ZONING MAP AMENDMENT II

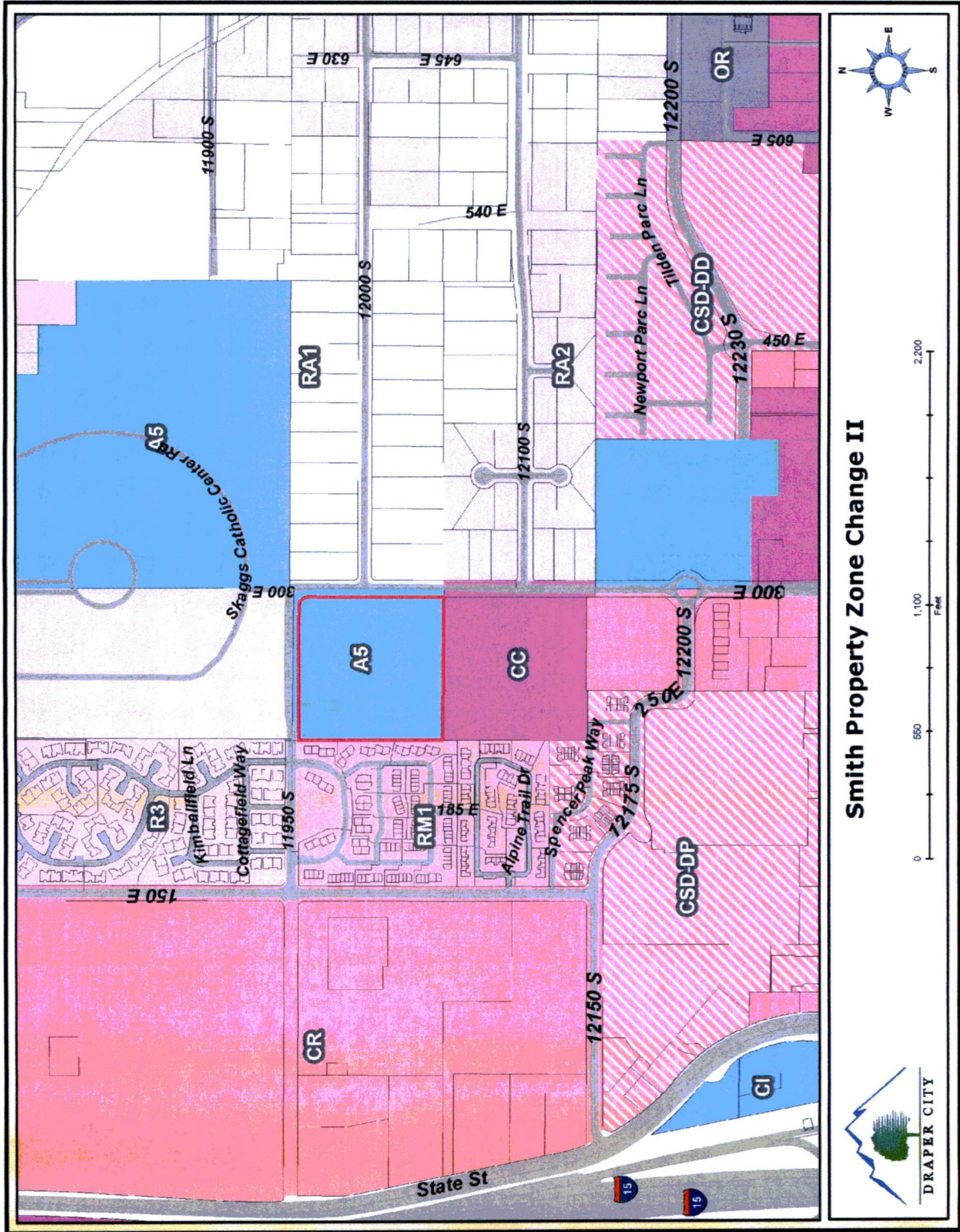


EXHIBIT B
DEVELOPMENT AGREEMENT

When Recorded, Return to:

Affecting Tax Parcel No.: _____

DEVELOPMENT AGREEMENT
[Smith Property—11950 South 300 East]

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2014, by and between IVORY DEVELOPMENT, LLC, a Utah limited liability company (the “Developer”), and DRAPER CITY, a municipal corporation of the State of Utah (the “City”).

RECITALS

- A. Developer owns that certain real property located at approximately 11950 South 300 East, Draper, Utah (the “Property”). The Property consists of approximately 9 acres of land as more particularly described on Exhibit A attached hereto, and by this reference made a part hereof.
- B. The Property is currently zoned A5, subject to the zoning requirements and restrictions described in Chapter 9-9 of the Draper City Municipal Code. Developer cannot develop the Property for its intended use as a 34-lot, single family residential subdivision (the “Proposed Development”) under the A5 Zone. Therefore, prior to seeking approval for the Proposed Development, Developer is required to petition the City for a zone change of the Property.
- C. In January of this year, Developer filed a Zone District, General Plan, & Master Plan Map Amendment Application (the “Application”) with the City requesting a zone change on the Property from the A5 Zone to the RM1 Zone. The Application is currently under review by the City.

- D. In order to address public concerns brought to Developer's attention pertaining to permitted uses in the RM1 Zone, Developer desires to address and resolve such concerns by entering into this Agreement in conjunction with the City's review and approval of the Application and the Proposed Development.
- E. The City, acting pursuant to its authority under Utah Code Annotated 10-9a-101 et seq., and its land use policies, ordinances and regulations has made certain determinations with respect to the Property, the Application and the Proposed Development and, in the exercise of its legislative discretion, has elected to approve this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The recitals are hereby incorporated as part of this Agreement.
2. **Direct and Tangible Benefits to City.**
 - a. **Development of Single Family Homes.** Notwithstanding multi-family dwelling units are permissible on the Property as zoned, the Proposed Development will consist entirely of single family homes (34 dwelling units), to be located on the lots depicted on the concept plan attached hereto as Exhibit B. No multi-family dwelling units will be constructed in the Proposed Development.
 - b. **Density.** Notwithstanding the maximum dwelling unit density per acre in the RM1 Zone of 8 dwelling units per acre, Developer agrees, and the City concurs, that the Proposed Development shall consist of no more than 4 dwelling units per acre. The reduction in density, along with the single family product to be constructed in the Proposed Development (referenced in Section 2 above), will provide a buffer between the multi-family housing to the west of the Proposed Development and the half-acre and one-acre lots to the east of the Proposed Development. Both the density

reduction and the housing product have garnered the support of the neighboring landowners.

- c. **Minimum Lot Area.** The RM1 Zone requires a minimum lot area of 10,000 square feet. To develop for the City and surrounding property owners an aesthetically pleasing neighborhood design and layout with the proposed housing product, several of the lots in the Proposed Development will be less than 10,000 square feet. However, as set forth in the concept plan attached hereto as Exhibit B, Developer and the City agree that the minimum lot area for each single family dwelling unit shall be no less than 7,200 square feet.
 - d. **Setback Standards.** To further ensure the City uniformity with surrounding development, pursuant to Chapter 9-10 of the Draper City Municipal Code, the rear, front and side yard setback standards under the RM1 Zone are to be determined at the time of site plan approval. In an effort to address this issue at the outset of the City's review of the Proposed Development, the City acknowledges that Developer will implement the following minimum setback standards in the Proposed Development: front yard—25 feet; rear yard—20 feet; side yard—6 feet; and side yard (corner lot)—15 feet. The aforementioned set back standards are depicted on the concept plan attached hereto as Exhibit B.
3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property.
 4. **Reserved Legislative Powers.** Nothing in the Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Property as provided herein.

5. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.
6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the assignment, sale or transfer of the Property, or any portion thereof, by Developer.
7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
8. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

Developer: Ivory Development, LLC
Attn: _____
978 East Woodoak Lane
Salt Lake City, Utah 84117

City: Draper City
Attn: City Manager
1020 E. Pioneer Road
Draper, Utah 84020

9. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.

10. Governing Law. To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.

11. Entire Agreement. This Amendment contains the entire understanding of the City and Developer and supersedes all prior understandings relating to the subject matter set forth herein and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

Developer:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this ____ day of _____, 2014, personally appeared before me _____, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the _____ of Ivory Development, LLC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

Notary Public

City:

DRAPER CITY

By _____

Troy K. Walker, Mayor

Attest and Countersign:

Dated:

City Recorder

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Troy K. Walker, Mayor.

Notary Public

Exhibit A

The East half of the Southeast quarter of the Northwest quarter of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM: The South 660 feet of the East half of the Southeast quarter of the Northwest quarter of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

ALSO LESS AND EXCEPTING THEREFROM: Beginning at the Southeast corner of Grantor's property, said point lying North 660.00 feet, more or less, from the center of said Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North along the East line of said property 660.00 feet, more or less, to the Northeast corner of said property; thence West along the North line of said property 660.00 feet, more or less, to the Northwest corner of said property; thence South along the West line of said property 30.00 feet; thence East parallel to the North line of said property 584.00 feet, more or less; thence Southeasterly along the arc of a 40 foot radius curve to the right 62.83 feet, more or less, (chord bearing South 45°00'00" East 56.57 feet); thence South parallel to the East line of said property 590.00 feet, more or less; thence East parallel to the North line of said property 36.00 feet to the point of beginning.

Parcel Identification Number 28-30-178-001 (for reference purposes only)

Exhibit B

[See Attached]



CONCEPT 9

LOCATED AT: 12200 SOUTH 300 EAST, DRAPER

ORIGINAL PROPERTY: 9.11 ACRES
 SINGLE FAMILY LOTS: 34
 TOTAL DENSITY: 3.73 UNITS/ACRE

ZONE REQUIREMENTS

ZONE: RM-2
 O.A.-DE-SAC RADIUS: 50'
 ROW WIDTH: 60'

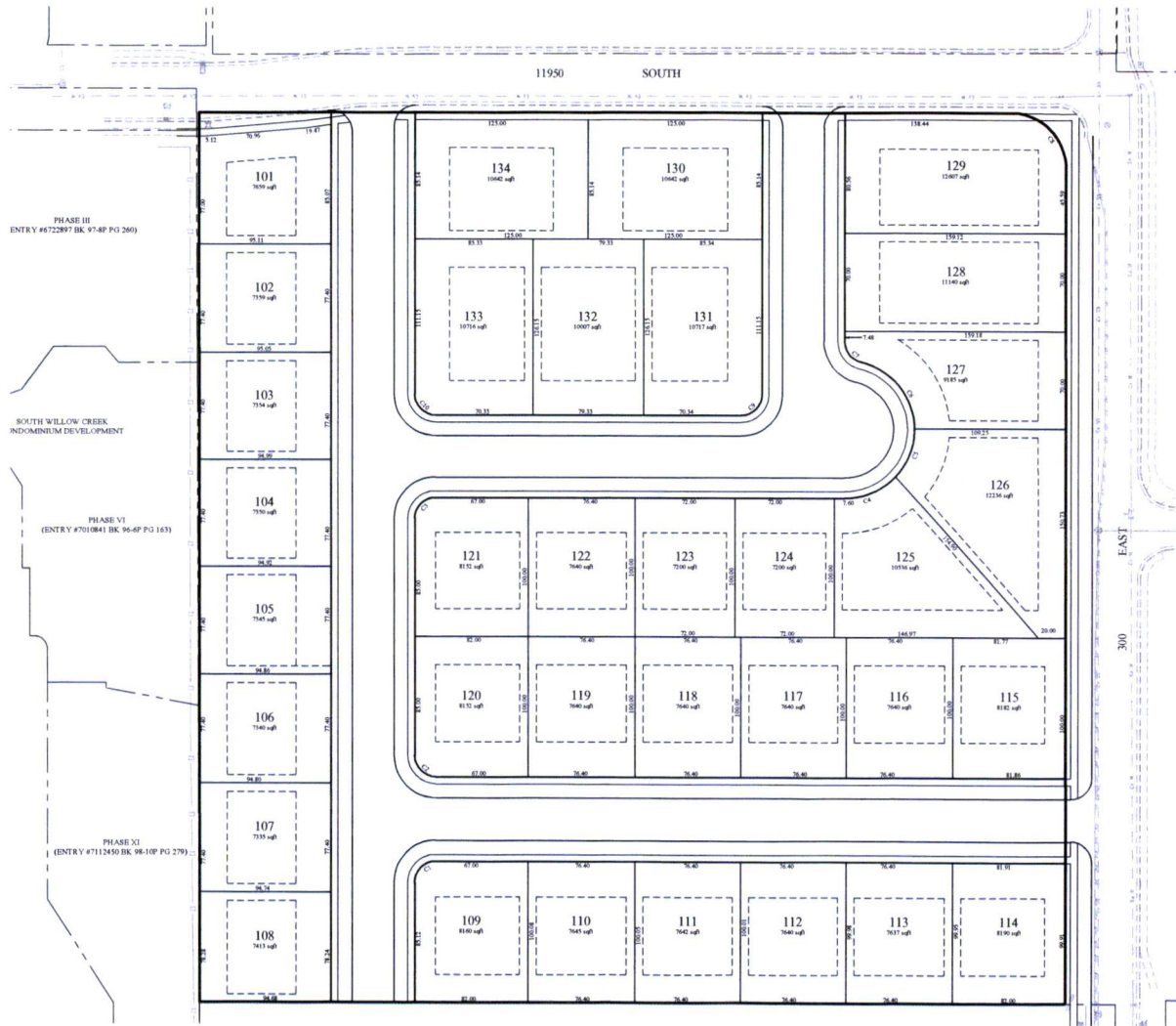
SETBACKS

FRONT: 25'
 REAR: 20'
 SIDE: 6'
 SIDE (CORNER LOT): 15'

DRAINAGE NOTES

AREA OF SMITH PROPERTY: 9.11 ACRES
 AREA OF PARCEL TO SOUTH: 10.00 ACRES
 ESTIMATED STORAGE REQUIRED FOR BOTH PROPERTIES WHEN DEVELOPED: 7,298 CF
 BASED ON LAND USE, THE SMITH PROPERTY WOULD CONTRIBUTE 47.7% OR 3481 CF, TO THE DETENTION POND

Curve Table						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	23.96'	15.00'	090°00'00"	15.00'	S49°00'00"W	21.21'
C2	23.96'	15.00'	090°00'00"	15.00'	S49°00'00"E	21.21'
C3	23.96'	15.00'	090°00'00"	15.00'	S49°00'00"W	21.21'
C4	40.78'	80.00'	048°44'00"	21.80'	S88°37'36"W	39.88'
C5	38.46'	50.00'	044°08'00"	20.25'	S21°12'31"W	37.54'
C6	86.77'	80.00'	078°49'17"	38.94'	S26°44'48"E	81.44'
C7	20.07'	15.00'	078°00'00"	11.86'	S26°16'44"E	18.81'
C8	42.36'	40.00'	080°58'44"	23.56'	N32°23'38"W	40.89'
C9	23.96'	15.00'	090°00'00"	15.00'	S49°00'00"E	21.21'
C10	23.96'	15.00'	090°00'00"	15.00'	S49°00'00"E	21.21'



Detention Pond Design		Focus
Project Name	Date	
12200 SOUTH 300 EAST	March 7, 2014	
Design Criteria	Obtained from IICAT website South Ogden, Utah	
Stormwater Rate	1.0 in/hr	
Minimum Detention Rate	3.0 in/hr	
Inflow Rates	Peak Inflow Rate: 3.0 in/hr	
Design Inflow Rate	3.0 in/hr	
Design Inflow Rate	3.0 in/hr	
Detention Basin	Inflow Rate: 3.0 in/hr	
Detention Rate	3.0 in/hr	
Detention Rate	3.0 in/hr	
Peak Detention Rate (Flow in) (Detention)	3.0 in/hr	
Inflow "Q" Value	Peak Inflow: 3.0 in/hr	
Detention Rate	3.0 in/hr	
Detention Rate	3.0 in/hr	
Peak Detention Rate (Flow in) (Detention)	3.0 in/hr	
Minimum Storage Requirements	Minimum Storage Requirements (cf)	
Peak Inflow	3.0 in/hr	1,281
Minimum Storage Requirements		1,117

GENERAL NOTE:

INFORMATION PROVIDED IS FROM THE BEST AVAILABLE DATA AT TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. PLAN SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY.