

ORDINANCE NO. 1097

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY AND APPROVING A DEVELOPMENT AGREEMENT FOR APPROXIMATELY 3.92 ACRES OF PROPERTY FROM RA1 TO R3, LOCATED AT APPROXIMATELY 491 EAST KIMBALLS LANE WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE KIMBALLS LANE ZONE CHANGE AND DEVELOPMENT AGREEMENT.

WHEREAS, the City has received a request submitted by the authorized agent of the subject parcel requesting certain described real property in Draper City, Salt Lake County, State of Utah, be rezoned; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change and amendment to the official zone district map of Draper City, and the City Council has found the proposed zoning change to be consistent with the City's general plan; and

WHEREAS, all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the zone district map.

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 491 E. Kimballs Lane within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City zone district map, hereinafter referred to as "the property," is hereby changed and rezoned to R3:

Parcel 28-19-451-040

BEG S 2185.5 FT & E 3954.12 FT FR W 1/4 COR SEC 19, T 3S, R 1E, SLM; S 0°20'40" E 56.29 FT; S 89°50' W 461.20 FT; N 0°08'31" E 77 FT; S 70°54'51" E 59.23 FT; E 404.69 FT TO BEG. .62 AC M OR L.

Parcel 28-19-453-015

BEG N 89°50' E 1329.75 FT & N 0°08'30" E 410 FT & S 89°50' W 60 FT FR S 1/4 COR SEC 19, T 3S, R 1E, SLM; S 89°50' W 410 FT; N 0°08'30" E 77 FT; N 70°54'51" W 4.2 FT; N 89°51'30" W 96 FT; S 0°08'30" W 141.64 FT; S 71° E 219.97 FT; S 67°24' E 327.301 FT M OR L; N 261.649 FT M OR L TO BEG. 2.03 AC M OR L.

Parcel 28-19-451-011

BEG N 89°50' E 1329.75 FT & N 0°08'30" E 82.97 FT FR S 1/4 COR OF SEC 19, T 3S, R 1E, S L M; N 67°24' W 351.39 FT; N 71° W 197.59 FT; N 0°08'30" E 63.99 FT M OR L; S 71° E 219.97 FT; S 67°24' E 327.301 FT; S 0°08'30" W 65.35 FT M OR L TO BEG. 0.76 AC M OR L.

Parcel 28-19-451-007

BEG N 89°50' E 1329.75 FT & N 0°08'30" E 33 FT FR S 1/4 COR SEC 19 T3S R1E SL MER N 0°08'30" E 377 FT S 89°50' W 60 FT S 0°08'30" W 377 FT N 89°50' E 60 FT TO BEG 0.51 AC.

Section 2. Development Agreement. The development agreement attached hereto as Exhibit A 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 immediately upon publication or posting or thirty (30) days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH,
ON THIS 29th DAY OF April, 2014.

ATTEST:

DRAPER CITY

By: [Signature]
City Recorder

By: [Signature]
Mayor



EXHIBIT A

CRANBERRY HILLS 18
PLANNED UNIT DEVELOPMENT AGREEMENT
DRAFT

THIS AGREEMENT is made and entered into as of the _____ day of _____, _____ by and between Draper City, a municipal corporation of the State of Utah, ("City"), and Ivory Development, LLC, ("Developer"), sometimes referred to jointly as "Parties."

RECITALS:

- A. Developer has heretofore made application to the city for approval of Developer's project as a planned unit development.
- B. Developer also has pending a zone amendment application for purposes of amending the zoning of the property subject to this Agreement to R-3.
- C. Developer's project is to be known as Cranberry Hill No. 18 P.U.D. ("Project"), a 11 lot subdivision consisting of 2.8 units per acre with a minimum of 9,000 square foot lots and the following proposed setbacks:
 - (i) Front 20 Feet
 - (ii) Rear 20 Feet
 - (iii) Side 10 Feet
 - (iv) Side (street side corner) 20 Feet
- D. Developer's real property subject to the Project is more particularly described in Exhibit B attached hereto and incorporated by this reference.
- E. The Project is not currently a part of the Cranberry Hill P.U.D. which was granted RM zoning approval on September 1, 1992 and Preliminary Plat approval on March 4, 1993.
- F. Developer desires to amend the zoning of the property subject to the Project to provide flexibility in density and setbacks given the unique geometry of the property to be included in the Project.
- G. City staff has recommended to Developer that the Cranberry Hills Development within the City be extended to include Developer's proposed development.
- H. City is amenable to extending the existing Cranberry Hill P.U.D. to include the Project, and to allow flexibility in density, setbacks and otherwise to facilitate the development of the Project.

AGREEMENT:

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 Parties hereby agree as follows:

1. Development Requirements.

Subject to the City's approval of the extension of the Cranberry Hill P.U.D., together with all necessary zoning changes, entitlements and approvals, and subject to the terms and conditions of this Agreement, Developer shall proceed with the Project as follows:

a. Compliance with City Ordinances and Development Requirements. The Project shall be developed in accordance with the ordinances and development requirements of the City governing planned unit developments. All required plats, drawings and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the City for its review and approval.

(i) The Developer shall pay to the City all required park impact fees and, in addition, the sum of \$ 60,507 as a fee in-lieu of dedicating land to the City for purposes of a park. The amount has been determined by the Parties to be equivalent to, and consistent with, the value of dedicated parkland based on the Cranberry Hill P.U.D. Subdivision RM zoning and plat approvals model.

b. Dedication or Donation. Prior to or simultaneously with recording of the final plat for the Project, or any phase thereof, at the office of the Salt Lake County Recorder, the Developer agrees to dedicate, transfer or donate to the City all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined necessary by the City.

2. Construction Standards and Requirements.

All Construction shall be conducted and completed in accordance with the ordinances and development standards of the City. All required improvements for the Project shall be constructed in accordance with the City's construction standards and/or plans specifically approved for this project and all required Public improvements and easements shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

3. Payment of Fees.

The Developer shall pay all required fees to the City in a timely manner pertaining to the Project or any portion thereof.

4. City Obligations.

Subject to the Developer complying with all of the City's Ordinances, rules, regulations and the provisions of this Agreement, the City agrees to:

a. Provide standard municipal services to the Project including police and fire protection, subject to payment of all fees and charges charged or levied therefor by the City.

5. Assignment.

The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City.

6. Notice.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

Ivory Development, LLC. Attn: Bryon Prince
978 Woodoak Lane
Salt Lake City, Utah 84117

To City:

Draper City Attn: City Manager
1020 Pioneer Rd
Draper, UT 84020

Any party may change its address for notice by giving written notice to the other party in accordance with provisions of this Section.

7. Attorneys' Fees.

In the event of any lawsuit between the parties hereto arising out or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover reasonable attorneys' fees and costs.

8. Integration.

This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the perspective parties hereto.

9. Headings.

The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

10. Binding Effect.

This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, officers, agents, employees, successors and assigns (if any assignments are allowed as provided hereinabove).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

"CITY"

Draper City

By: _____

Mayor

Attest:

City Recorder

"DEVELOPER"

By: _____

Title: _____

EXHIBIT B

A portion of the SE1/4 of Section 19, Township 3 South, Range 1 East, Salt Lake Base & Meridian, located in Draper, Utah, more particularly described as follows: Beginning at the intersection of the northerly line of the East Jordan Canal and the westerly line of Lot 1, MORGAN ACRES Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, said point being located N89°50'00"E along the Section line 1,329.39 feet and North 58.07 feet from the South ¼ Corner of Section 19, T3S, R1E, S.L.B.& M.; thence N67°24'00"W along the northerly line of said Canal 64.52 feet to the westerly line of that Real Property described in Deed Book 7310 Page 1585 of the Official Records of Salt Lake County; thence N0°08'30"E along said deed 65.58 feet; thence N67°24'00"W along said deed 326.60 feet; thence N71°00'00"W along said deed and extension thereof 221.09 feet to the easterly line of Lot 1506, CRANBERRY HILL No. 15 P.U.D. according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N0°01'33"W (plat: N0°08'30"E along said Plat 144.48 feet to the southwest corner of Lot 1728, CRANBERRY HILL No. 17 P.U.D.; thence along said Plat the following 3 (three) courses and distances: N89°58'27"E (plat: S89°51'30"E) 96.00 feet; thence S71°04'54"E (plat: S70°54'51"E) 63.44 feet; thence N89°49'57"E (plat: East) 404.69 feet to the northeast corner of Deed Book 7307 Page 308; thence S0°30'43"E along said deed 61.10 feet to the north line of said Deed Book 7310 Page 1585; thence N89°50'00"E along said deed 8.37 feet to the westerly line of Lot 2, of said MORGAN ACRES Subdivision, thence S0°04'00"E (plat: S0°06'23"E) 351.92 feet to the point of beginning.

Contains: 3.92+/- acres

EXHIBIT C

Cranberry Hills - Park Valuations

March 2014

Cranberry Park (3 ac)

Site Amenities	Unit Price	Unit	Qty	Cost Estimate
Clearing & Grubbing	\$0.20	S.F.	130680	\$26,136
Rough Grading	\$8.00	C.Y.	2500	\$20,000
Parking Lot	\$3.00	S.F.	7000	\$21,000
Curb & Gutter	\$17.50	L.F.	450	\$7,875
Cul. Water Meter, Lateral (1")	\$6,000.00	Each	1	\$6,000
Water Service Line	\$15.00	L.F.	130	\$1,950
Sec. Water Meter, Lateral, Fees	\$2,500.00	Acre	3	\$7,500
Power Meter	\$1,500.00	Each	1	\$1,500
Power Service Line	\$10.00	L.F.	130	\$1,300
Irrigation-Controller	\$1,000.00	Each	1	\$1,000
Irrigation-Open (typ. 60% of park)	\$0.50	S.F.	116980	\$58,490
Irrigation-Narrow (typ. 20% of park)	\$1.00	S.F.	0	\$0
4" Topsoil	\$0.40	S.F.	116980	\$46,792
Lawn (Seeded)/Finish Grading	\$0.20	S.F.	116980	\$23,396
Lawn (Sod)	\$1.00	S.F.	0	\$0
Tree (typ. 15/acre)	\$300.00	Each	45	\$13,500
Picnic Shelter	\$11,000.00	Each	1	\$11,000
Playground	\$50,000.00	Each	1	\$50,000
Sidewalks (typ. 2,500sf/acre)	\$5.00	S.F.	5100	\$25,500
Concrete Mow Strip	\$15.00	L.F.	0	\$0
Garbage Receptacles	\$1,000.00	Each	1	\$1,000
Bench	\$1,200.00	Each	2	\$2,400
Drinking Fountains	\$3,800.00	Each	1	\$3,800
Picnic Table w/ Pad	\$3,500.00	Each	1	\$3,500
Fencing (black chain link)	\$18.00	L.F.	0	\$0
Fencing (wood rail)	\$12.00	L.F.	0	\$0
Signage (small)	\$500.00	Each	1	\$500
Signage (metal regulatory)	\$250.00	Each	1	\$250

TOTAL CONSTRUCTION ESTIMATE	\$334,389
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Design/Administration @ 10% of Project Costs	\$21,735
Contingency @ 15% of Project Costs	\$50,158
Land Value	\$613,200

TOTAL ESTIMATED PROJECT COST	\$1,019,483
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Cost per sq ft (3 acres)	\$7.80
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Total Park Improvement Costs	\$7.80	S.F.	287496	\$2,242,862
Park Improvement Costs Per Lot	\$2,242,861.80		380	\$5,902
Fee-in-lieu of park development	\$5,902.27		10	\$59,023

EXHIBIT D

Cranberry Hills - Potential Park Improvement Cost Estimate

March 2014

Site Amenities	Unit Price	Unit	Cranberry Park		Honeybee Park	
			Qty	Cost Est	Qty	Cost Est
Tree (<i>typ. 15/acre</i>)	\$300.00	Each	10	\$3,000	20	\$6,000
Picnic Shelter	\$11,000.00	Each	1	\$11,000	1	\$11,000
Sidewalks (<i>typ. 2,500sf/acre</i>)	\$5.00	S.F.	0	\$0	2000	\$10,000
Drinking Fountains	\$3,800.00	Each	0	\$0	1	\$3,800
Waterline	\$15.00	L.F.	0	\$0	100	\$1,500
Picnic Table w/ Pad	\$3,500.00	Each	0	\$0	1	\$3,500
TOTAL CONSTRUCTION ESTIMATE				\$14,000		\$35,800
Design/Administration @ 10% of Project Costs				\$910		\$2,327
Contingency @ 15% of Project Costs				\$2,100		\$5,370
TOTAL ESTIMATED PROJECT COST				\$17,010		\$43,497
GRAND TOTAL ESTIMATED PROJECT COST						\$60,507

Affidavit of Posting

SALT LAKE/UTAH COUNTY, STATE OF UTAH

I, the City Recorder of Draper City, by my signature below, certify that copies of **Ordinance No. 1097** for the **City of Draper**, which **Passed and Adopted by the City Council of Draper City, State of Utah on the 29th day of April, 2014**, were posted at the following places: Draper City Bulletin Board, Salt Lake County Library, Draper Crescent Senior Citizens Center, within the municipality.

Posted: April 30, 2014, through May 20, 2014

City Seal



A handwritten signature in blue ink, appearing to read "Rachelle Conner", written over a horizontal line.

Rachelle Conner, MMC
City Recorder
Draper City, State of Utah