

**CITY OF SOUTH JORDAN
PLANNING COMMISSION MEETING AGENDA
CITY COUNCIL CHAMBERS
TUESDAY, OCTOBER 24, 2023 at 6:30 PM**



Notice is hereby given that the South Jordan City Planning Commission will hold a Planning Commission Meeting on Tuesday, October 24, 2023, in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah with an electronic option via Zoom phone and video conferencing. Persons with disabilities who may need assistance should contact the City Recorder at least 24 hours prior to this meeting.

In addition to in-person attendance, individuals may join via phone or video, using Zoom. Note, attendees joining virtually may make public comments through video conferencing, and participant must have their video on and working to speak. Attendees who wish to present photos or documents to the Planning Commission must attend in person. Those who join via phone may listen, but not comment.

In the event the electronic portion of the meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the meeting and, if needed, end virtual access to the meeting. Reasons for removing an individual or ending virtual access to the meeting include but are not limited to the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements, or actions, and other any action deemed inappropriate.

Ability to participate virtually is dependent on an individual's internet connection. To ensure comments are received regardless of technical issues, please have them submitted in writing to City Planner, Greg Schindler, at gschindler@sjc.utah.gov by 3:00 p.m. on the day of the meeting.

Instructions on how to join the meeting virtually are below.

Join South Jordan Planning Commission Electronic Meeting October 24, 2023 at 6:30 p.m.

- Join on any device that has internet capability.
- Zoom link, Meeting ID and Meeting Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted <https://www.sjc.utah.gov/254/Planning-Commission>

THE MEETING WILL BEGIN AT 6:30 P.M. AND THE AGENDA IS AS FOLLOWS:

- A. **WELCOME AND ROLL CALL – Commission Chair Michele Hollist**
- B. **MOTION TO APPROVE AGENDA**
- C. **APPROVAL OF THE MINUTES**
 - [C.1.](#) October 10, 2023 - Planning Commission Meeting Minutes
- D. **STAFF BUSINESS**
- E. **COMMENTS FROM PLANNING COMMISSION MEMBERS**
- F. **SUMMARY ACTION**
- G. **ACTION**

H. ADMINISTRATIVE PUBLIC HEARINGS

H.1. RUSHTON BIKE PARK CONDITIONAL USE PERMIT AND SITE PLAN

Address: 11050 S. Bangerter Hwy.
File No: PLCUP202300161, PLSPR202300160
Applicant: South Jordan City

H.2. RMP DAYBREAK SUBSTATION SITE PLAN AND CONDITIONAL USE PERMIT

Address: 7028 West 11800 South
File No: PLCUP202300012, PLSPR202300017
Applicant: Christopher Anderson

H.3. MISSION CHURCH CONDITIONAL USE PERMIT AND SITE PLAN

Address: 10978 South 2200 West
File No: PLCUP202300061, PLSPR202300057
Applicant: Jacob Iverson

I. LEGISLATIVE PUBLIC HEARINGS

I.1. GLENMOOR GOLF COURSE RESORT, LAND USE AMENDMENT AND REZONE WITH DEVELOPMENT AGREEMENT

Address: 9800 S. 4800 W.
File No: PLZBA202300172
Applicant: Kirk Young

I.2. SHORLINE MASTER PLANNED DEVELOPMENT, REZONE WITH DEVELOPMENT AGREEMENT

Address: 7102 W. 11800 S.
File No: PLZBA202200083
Applicant: Kirk Young

I.3. PARKWAY PLAZA, LAND USE AMENDMENT AND REZONE

Address: 1801 W & 1831 W South Jordan Parkway
File No: PLZBA202300152
Applicant: Max Bordakh

J. OTHER BUSINESS

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH)

: §

COUNTY OF SALT LAKE)

I, Cindy Valdez, certify that I am the duly appointed City Deputy Recorder of South Jordan City, State of Utah, and that the foregoing Planning Commission Agenda was faxed or emailed to the media at least 24 hours prior to such meeting, specifically the Deseret News, Salt Lake Tribune and the South Valley Journal. The Agenda was also posted at City Hall, on the City's website www.sjc.utah.gov and on the Utah Public Notice Website www.pmn.utah.gov.

Dated this 20th day of October, 2023.
Cindy Valdez
South Jordan City Deputy Recorder

**CITY OF SOUTH JORDAN
ELECTRONIC
PLANNING COMMISSION MEETING
COUNCIL CHAMBERS
September 26, 2023**

Present: Commissioner Michele Hollist, Commissioner Nathan Gedge, Commissioner Trevor Darby, Commissioner Steven Catmull, Commissioner Laurel Bevans, Assistant City Attorney Greg Simonsen, City Planner Greg Schindler, Deputy City Recorder Cindy Valdez, Deputy City Engineer Jeremy Nielson, GIS Coordinator Matt Jarman, IS Tech Phill Brown, Meeting Transcriptionist Diana Baun, Planner Andrew McDonald

Others: Brian & Nichole Butters, rick01, Carrie McMurdie, iPhone-RO(2) Rick, Cynthia Cox

Absent:

**6:32 P.M.
REGULAR MEETING**

A. WELCOME AND ROLL CALL – Chair Michele Hollist

Commissioner Michele Hollist welcomed everyone to the Electronic Planning Commission Meeting.

B. MOTION TO APPROVE AGENDA

Commissioner Bevans motioned to approve tonight's agenda as published. Chair Hollist seconded the motion; vote was unanimous in favor.

C. APPROVAL OF THE MINUTES

C.1. September 26, 2023 Planning Commission Meeting Minutes

Commissioner Gedge motioned to approve the September 26, 2023 Planning Commission Meeting Minutes as published. Chair Hollist seconded the motion; vote was unanimous in favor.

D. STAFF BUSINESS - None

E. COMMENTS FROM PLANNING COMMISSION MEMBERS

Commissioner Laurel Bevans gave a brief summary of the October 3, 2023 City Council meetings.

Chair Michele Hollist will not be at the next meeting.

F. SUMMARY ACTION - None

G. ACTION - None

H. ADMINISTRATIVE PUBLIC HEARINGS

**H.1. MYSTIC SPRINGS EDUCATIONAL WETLAND CENTER SITE
PLAN**

Address: 947 W. Shields Lane

File No.: PLSR202300174

Applicant: Ana Paz, South Jordan City

Planner Damir Drozdek reviewed background information from the Staff Report.

Commissioner Trevor Darby asked about anticipated uses for the amphitheater.

Planner Drozdek responded there will not be anything like concerts, more for educational purposes.

Commissioner Nathan Gedge asked about the area designated I-F on the map, and whether that was industrial.

Planner Drozdek responded that yes, it is marked as industrial.

Commissioner Gedge noted there is a lot of dirt moving on the parcel, and asked if there are any concerns with multiple projects developing at the same time.

Planner Drozdek said they have no concerns.

City Planner Greg Schindler said the property owners do have a grading permit, but there is no application or other indication they are developing.

Commissioner Steve Catmull asked if there will be biking amenities like bike racks to lock them up.

Planner Drozdek said they actually could stay on their bikes throughout this area, and that he was unsure of those specifics.

Chair Hollist opened the public hearing for comments.

Brian Butters (Resident) – we own the property in the L-shape of the west side of this property. My only concern is whether there will be any walkways along the private property/residential area.

Chair Hollist closed the public hearing.

Planner Drozdek said the closest trails are about 130 feet from the resident's homes on their property, and the rules require those trails to be at least 100 feet away. He also noted that the audience in the amphitheater is facing west, the presenter will be facing east.

Planner Schindler added that the area will be closed at night, so there will be no events at that time.

Associate Director of Public Works Colby Hill discussed the original design, noting that they moved the trails further from the homes, and that the pavilion is as far away as possible. There are no plans for projected or amplified music, it is a learning center. There are no seats, it is a graded hill that will have some grass.

The commission and staff discussed access for larger vehicles like school busses, and there were no concerns from staff regarding that kind of access.

Commissioner Bevans asked about availability for funding of all three phases.

Director Hill responded there is funding for Phase 1, and much of the funding has come from the TRCC grant from Salt Lake County.

Commissioner Gedge asked about parking and traffic in the area when busy.

Deputy City Engineer Jeremy Nielson responded that there is sufficient capacity for groups coming in and out.

Commissioner Darby motioned to approve File No. PLSR202300174, Allowing for construction of a Wetland Educational Center at the address above. Chair Hollist seconded the motion.

Yes – Commissioner Darby

Yes – Chair Hollist

Yes – Commissioner Gedge

Yes – Commissioner Catmull

Yes – Commissioner Bevans

Motion passes 5-0, unanimous in favor.

I. LEGISLATIVE PUBLIC HEARINGS

I.1. RUSHTON BIKE PARK REZONE, REZONE FROM AGRICULTURAL (A-1) TO PARK OPEN SPACE (OS-P) SUBDISTRICT

Address: 11050 S. Bangerter Hwy.

File No.: PLZBA202300163

Applicant: South Jordan City

Planner Andrew McDonald reviewed background information from the Staff Report.

Commission and staff discussed the reasons for this item coming back this week, including an issue with the noticing on the State noticing website.

Chair Michele Hollist also discussed an email from a resident (Attachment A).

Commissioner Gedge asked to discuss the deadlines for submitting public comment before meetings.

Commissioner Laurel Bevans asked about lighting at the facility.

Deputy City Engineer Jeremy Nielson responded that there will be no lighting on the trails or otherwise, as the park closes at night.

Chair Hollist opened the public hearing for comments. There were no comments and the hearing was closed. She requested the minutes on this item from the last meeting be included in tonight's minutes, and those are included as Attachment B.

Commissioner Gedge motioned to forward a positive recommendation of approval on to the City Council regarding File No. PLZBA 202300163, Rezoning from A-1 to OS-P. Chair Hollist seconded the motion.

Yes – Commissioner Gedge

Yes – Chair Hollist

Yes – Commissioner Catmull

Yes – Commissioner Darby

Yes – Commissioner Bevans

Motion passes 5-0, unanimous in favor.

J. OTHER BUSINESS

City Planner Greg Schindler discussed the next Planning Commission meeting, as well as the completed training hours for the planning commission members.

ADJOURNMENT

Chair Hollist motioned to adjourn the October 10, 2023 Planning Commission Meeting. Commissioner Gedge seconded the motion; vote was unanimous in favor.

The October 10, 2023 Planning Commission Meeting adjourned at 7:17 p.m.

UNAPPROVED

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 10/24/2023

Issue: RUSHTON BIKE PARK CONDITIONAL USE PERMIT AND SITE PLAN

Address: 11050 S. Bangerter Hwy.

File No: PLCUP202300161

PLSPR202300160

Applicant: South Jordan City

**Submitted by: Andrew McDonald, Assistant Planner
Ken Short, Supervising Senior Engineer**

Staff Recommendation (Motion Ready):

1. I move that the Planning Commission **approve** the CUP application (file#PLCUP202300161) based on the findings listed in this report and presented by City staff.
2. I move that the Planning Commission **approve** the Site Plan application (file#PLSPR202300160) based on the findings listed in this report and presented by City staff.

ACREAGE:	Approximately 8.26 (acres)
CURRENT ZONE:	OS-P Subdistrict (Open Space-Park)
FUTURE LAND USE PLAN:	OS (Open Space)
NEIGHBORING ZONES:	North – OS-P, R-M-5, & R-M-8 South – R-M-6 & Bangerter Hwy West – R-M-5 East – Bangerter Hwy & R-M-8

STANDARD OF APPROVAL

Conditional Review Standards:

A conditional use shall not be established or commenced without a conditional use permit approved by the Planning Commission or City Council in conformance with the requirements of City Code §17.18.050; and other pertinent laws and ordinances. Unless amended, revoked, or otherwise specified, the permit shall be indefinite and shall run with the land.

The Planning Commission shall approve a conditional use permit application if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed conditional use in accordance with applicable standards. The Planning Commission may deny a conditional use permit application if the reasonably anticipated

detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards.

City Code §17.18.050 also provides standards for compliance and revocation:

A conditional use may be commenced and operated only upon:
 Compliance with all conditions of an applicable conditional use permit;
 Observance of all requirements of this title relating to maintenance of improvements and conduct of the use or business as approved; and
 Compliance with all applicable local, State, and Federal laws.

A conditional use permit may be revoked by the City Council at any time due to the permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection I1 of this section.

Site Plan Review Standards:

All proposed commercial, office, industrial, multi-family dwelling or institutional developments and alterations to existing developments shall meet the site plan review requirements outlined in chapter 16.24 and the requirements of the individual zone in which a development is proposed. All provisions of titles 16 & 17 of the City Code, and other city requirements, shall be met in preparing site plan applications and in designing and constructing the development. The Planning Commission shall receive public comment regarding the site plan and shall approve, approve with conditions or deny the site plan.

BACKGROUND:

The City plans to develop the subject property, which has a land use designation of Open Space (OS) in the General Plan, into what will be called the “Rushton Bike Park.” This application involves four City parcels: 27-17-377-006, 27-17-377-010, 27-17-377-009 and 27-17-377-007 (see Location Map attached as “Exhibit A”).

The largest parcel involved is currently serving as a storm water retention basin for the neighboring R-M zoned subdivisions. The retention basin area of the parcel will not be developed as part of the project. The City Council recently rezoned the subject property from A-1 (Agricultural, 1 unit per acre) to OS-P Subdistrict to be consistent with another City owned parcel in the same vacant field, which was already zoned OS-P.

The Engineering Department and Public Works Parks Division hosted a Public Open House Event on September 21, 2023 at the High Pointe Park Pavilion. This event was noticed to the same notice recipients as the public hearing for the Rezone (attached as “Exhibit B”). The same recipients received a public mailing notice for the applications being presented in this report.

There was an issue with Public Noticing that resulted in this item being rescheduled for the Planning Commission. The Public Mailing Notice sent regarding this item is attached as “Exhibit C”. The Rezone was presented to the City Council on October 17, 2023.

STAFF FINDINGS, CONCLUSION & RECOMMENDATION:

Findings:

- City Code §17.18.060 classifies the project as Outdoor Recreation under Recreation & Assembly. Outdoor Recreation is defined as, “Facilities primarily intended for participant focused exercise, active physical fitness activities and other recreational activities conducted outdoors or within partially enclosed or screened facilities...”
- Outdoor Recreation is allowed in the OS-P via a conditional use permit (see §17.23.130 attached as “Exhibit D”). City staff did not find any detrimental effects resulting from the approval of the project.
- The Welby and High Pointe trail system provides pedestrian and bicyclist access to the project area. Rushton Park will serve as an amenity to the trail system.
- Oceano Dune Court provides additional access and vehicle parking. The cul-de-sac is built larger than City Standard, and can accommodate up to 10 vehicles. Engineering staff is confident that this will allow sufficient parking on the cul-de-sac for the short duration of time visitors are using the park.
- Residents and visitors are able to walk from the cul-de-sac to the project area using a paved walkway that safely bridges the canal.
- High Pointe Park is a public space maintained by the City. The park pavilion is not able to be privately reserved for parties and events. The City will also own and maintain the bike park. It will be open to the public, subject to posted hours and City Code §12.16.050. It will also not be able to be privately reserved for large events.
- No hours of operations signs are currently posted at High Pointe Park. Code §12.16.050 provides the operation hours of 5:00 A.M. to 10:00 P.M. for all parks, trails, and open space in the City. City Code §9.08.010 provides a City curfew of 11:00 P.M. to 5:00 A.M. for minors 16 and under; and a curfew of 1:00 A.M. to 5:00 A.M. for minors under the age of 18. Concerns about loitering and suspicious behavior can be reported to the Police Department for enforcement of curfew and operation hours.
- The project will include a sign package that is currently being developed. This package will cover items such as identification of park, intended users, rules, and hours of operation.
- Engineering is not anticipating Rushton Park will attract large crowds or heavy use by surrounding mountain biking teams and clubs. Rushton Park is not designed or situated to meet the needs and demands of those groups.
- The park is not designed or meant for ATV, motorcycle, and other off-road vehicles. There is signs package being developed that can included this as a posted rule for the facility.
- The project is designed to be sensitive to the neighboring subdivisions.
- Highpointe Park has one street light installed. Currently there are no lighting fixtures installed along the trail way or in the project area. There will be no new lighting installed in Highpointe Park or in the Rushton Bike Park.

- Current funding is for what is shown in the site plan, attached as “Exhibit E”. The construction timeframe is anticipated to be between April and June 2024. As funding and use of the park are reassessed in the future, additional park features may be constructed.
- The project will have minimal disturbance to the existing vegetation and topography of the property. There are no plans to install new landscaping and irrigation. An existing and future site plan comparison is attached as “Exhibit F”.

Conclusion:

The application meets the standards of review listed above and the requirements of City Code.

Recommendation:

Based on the findings and conclusion listed above, Staff recommends that the Planning Commission 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:

- Approve an amended application
- Deny the application
- Schedule the application for a decision at a future date

SUPPORT MATERIALS:

- Location Map
- Notice of Open House
- Public Mailing Notice
- OS-P Subdistrict Zone
- Site Plan
- Site Comparison

Andrew McDonald

Andrew McDonald (Oct 17, 2023 14:00 MDT)

Andrew McDonald
Planner I

Brad Klavano

Brad Klavano (Oct 17, 2023 16:03 MDT)

Brad Klavano
City Engineer



Dawn R. Ramsey, *Mayor*
Patrick Harris, *Councilman*
Brad Marlor, *Councilman*
Donald J. Shelton, *Councilman*
Tamara Zander, *Councilman*
Jason T. McGuire, *Councilman*

Exhibit B



PH: 801.254.3742 EMAIL: info@sjc.utah.gov FAX: 801.254.3393

NOTICE OF PUBLIC OPEN HOUSE

Dear Property Owner:

South Jordan City Parks and Engineering Departments will be holding an open house to present drawings showing the proposed bike trail improvements to the Welby and High pointe trail system at 11050 S Bangerter Highway. The improvements consist of adding primitive dirt trails with mountain biking specific features designed to enhance biking skill development.

You are receiving this letter because Salt Lake County records indicate that **you own property within 300 feet of the proposed project**. The Open House will give residents an opportunity to review the plans for the project, ask questions to city staff and provide feedback. City staff is expecting to start construction of the improvements in spring of 2024.

The open house scheduled to be held on **Thursday, September 21st from 5:00 pm to 6:00 pm at the High Pointe Park Pavilion located at 10960 South Oceano Dune Ct, South Jordan City**. All interested parties are invited to attend.

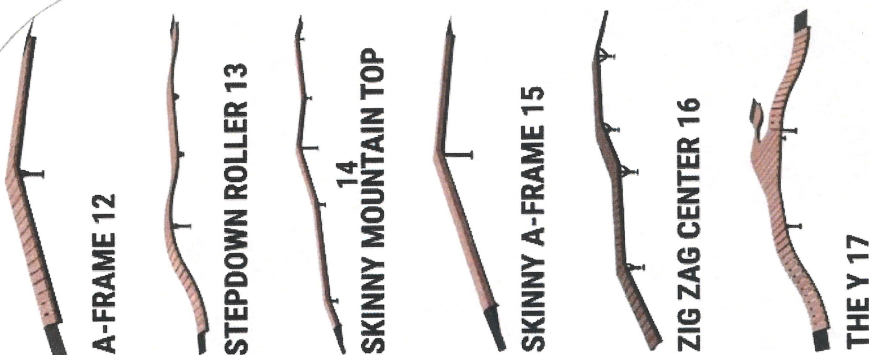
Should you desire further information, you may contact the Engineering Department Capital Improvements Projects Staff at the City offices or by telephone at (801) 254-3742 during regular business hours. Reasonable accommodations for special needs and/or translation services can be arranged upon timely request.



ROCK GARDEN



BERM TURN



ROLLER 2



SPLIT DECISION 3



ROCK LADDER 7



NESSY 2 BUMP 8



MOUNTAIN TOP 10



SNAKE LADDER SHORT 11



Exhibit C

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

NOTICE OF PUBLIC HEARING

October 13th, 2023

Dear Recipient:

South Jordan City has filed applications (**PLSPR202300160 & PLCUP202300161**) for Site Plan and Conditional Use Permit review of a proposed “bike park” located at roughly 11050 S. Bangerter Hwy.

You are receiving this notice because Salt Lake County records indicate that you own property that is within 300’ (feet) of the subject properties boundaries; or are listed as an affected entity. A map showing the property location is attached to this notice.

A public hearing regarding this proposal will be held before the South Jordan City Planning Commission **at 6:30 p.m. on Tuesday October 24, 2023**, in the South Jordan City Council Chambers (1600 W. Towne Center Drive). All interested parties are invited to attend. Virtual attendance can be done by following by providing instructions provided at: <https://www.sjc.utah.gov/254/Planning-Commission> and <https://www.sjc.utah.gov/241/City-Council> on the respective dates. Virtual attendance is contingent upon the user’s internet access, not the city. For more information, the published agenda and packet with supporting material will be available to the public by 12 p.m. October 20, 2023 for Planning Commission at: <https://www.sjc.utah.gov/254/Planning-Commission>;

Written comments or concerns may be submitted by mail; or by emailing Andrew McDonald at amcdonald@sjc.utah.gov, **by 12 p.m. October 24, 2023**. This ensures that any comments or concerns received can be reviewed by Staff and the Commission prior to the meeting. All comment or concerns received will be placed on record. Comments or concerns may also be given in-person during the hearing.

Should you desire further information, you may contact the South Jordan Planning (Andrew McDonald) or Engineering Departments (Ken Short): **(801) 446-4357** during regular business hours or by contacting the email provided.

Respectfully,
 Andrew McDonald
 Planner I

Location Map of Subject Properties



equipped with facilities for the [redacted] onto the subject lot or parcel

- B. Maintenance: All private areas in developments shall be properly maintained by the owners.
- C. Easements: Buildings may not be located within a public easement.
- D. 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.

(Ord. 2013-02, 2-19-2013)

17.23.130: REQUIREMENTS UNIQUE TO THE PARK OPEN SPACE (OS-P) SUBDISTRICT

- A. Purpose Of The OS-P Subdistrict: The purpose of this subdistrict is to encourage the acquisition and development of park open space acreage within the City. The focus of the zone is to help implement the open space and recreational goals and policies of the City's general plan, as well as the City's open space master plan, in regards to developable open space.

(Ord. 2013-02, 2-19-2013)

17.23.140: PERMITTED USES IN THE OS-P SUBDISTRICT

The following uses may be conducted in the OS-P Subdistrict:

Accessory uses to approved permitted and conditional uses, such as, but not limited to, restrooms, parking lots, properly screened utility and loading areas, the preparing, serving and/or sale of food and beverages, the sale of equipment and supplies, in connection with approved recreational activities, and other buildings and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.

Botanical gardens.

Community gardens.

Conservation areas, including, but not limited to, watershed areas, wildlife refuges, wetlands, woodlands, and riparian areas.

Nature or zoological exhibits and facilities.

Open air theaters, amphitheaters, and meeting places.

Trails, trailheads, and walkways.

(Ord. 2018-17, 11-20-2018)

17.23.150: CONDITIONAL USES IN THE OS-P SUBDISTRICT

Cemetery.

Parks and recreational areas, including, but not limited to, playgrounds, athletic fields, golf courses, country clubs, tennis courts, pavilions, dog parks, urban fisheries, and swimming pools.

Public, quasi-public facilities.

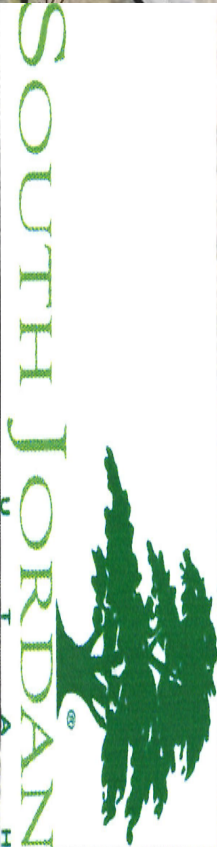
Telecommunications, meeting the requirements of chapter 17.112 of this title.



ROCK GARDEN



Exhibit E: Site Plan



BERM TURN



A-FRAME 12



STEPDOWN ROLLER 13



SKINNY MOUNTAIN TOP 14



SKINNY A-FRAME 15



ZIG ZAG CENTER 16



THE Y 17



ROCK LADDER 7



SPLIT DECISION 3



NESSY 2 BUMP 8



MOUNTAIN TOP 10



SNAKE LADDER SHORT 11



SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 10/10/2023

Issue: RMP DAYBREAK SUBSTATION
SITE PLAN & CONDITIONAL USE PERMIT
Address: 7028 W 11800 S
File No: PLSR202300017 & PLCUP202300012
Applicant: Christopher Anderson, Rocky Mountain Power

Submitted by: Miguel Aguilera, Planner I
Chris Clinger, Project Engineer

Staff Recommendation (Motion Ready): I move the Planning Commission **approve** applications PLSR202300017 & PLCUP202300012 to allow for construction of the RMP Daybreak Substation located at 7028 W 11800 S.

ACREAGE:	4.18 acres
CURRENT ZONE:	A-1 Zone (Agriculture)
CURRENT USE:	Vacant
FUTURE LAND USE PLAN:	MU (Mixed-Use)
NEIGHBORING ZONES/USES:	North – A-1 / Agriculture (Vacant) South – Herriman City West – A-1 / Agriculture (Vacant) East – P-C / Residential Daybreak Area

SITE PLAN STANDARD OF REVIEW:

All proposed commercial, office, industrial, multi-family dwelling or institutional developments and alterations to existing developments shall meet the site plan review requirements outlined in Chapter 16.24 and the requirements of the individual zone in which a development is proposed. All provisions of Title 16 & 17 of South Jordan City Code, and other City requirements shall be met in preparing site plan applications and in designing and constructing the development. The Planning Commission shall receive public comment regarding the site plan and shall approve, approve with conditions, or deny the site plan.

CONDITIONAL USE REVIEW:

A use is conditional because it may have unique characteristics that detrimentally affect the zone and therefore are not compatible with other uses in the zone, but could be compatible if certain conditions are required that mitigate the detrimental effect.

To impose a condition on a use, the detrimental effect must be identified and be based on upon substantial evidence, not simply a suspicion or unfounded concern. Any condition must be the least restrictive method to mitigate the detrimental effect.

The Planning Commission shall approve a conditional use permit application if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed conditional use in accordance with applicable standards.

The Planning Commission may deny a conditional use permit application if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards. Further, City Code § 17.18.050 provides:

I. COMPLIANCE AND REVOCATION:

1. A conditional use may be commenced and operated only upon:
 - a. Compliance with all conditions of an applicable conditional use permit;
 - b. Observance of all requirements of this title relating to maintenance of improvements and conduct of the use or business as approved; and
 - c. Compliance with all applicable local, State, and Federal laws.
2. A conditional use permit may be revoked by the City Council at any time due to the permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection A of this section.

BACKGROUND:

The applicant is requesting that the Planning Commission review and approve a Site Plan Application and a Conditional Use Permit for a new Rocky Mountain Power Substation. The proposed substation will be constructed on the property located at 7028 W 11800 S. It is intended to provide power to future developments occurring west of Mountain View Corridor.

The substation property is 4.18 acres and zoned Agriculture A-1. Under this zone, utility uses are a conditional use. The applicant submitted civil drawings showing the proposed substation enclosed with ten-foot-high masonry walls. There will be two gated entrances with paved driveways from 11800 South. Road rock and yard rock will cover the ground inside the walls of the substation. The submitted photometric plan indicates there will be four pairs of LED flood lights mounted on 35-foot-tall poles. No lighting is shown to be leaving the substation property or shine onto nearby properties. The submitted landscape plan shows that the project meets the zone's landscape requirements.

Additionally, the applicant submitted a signed roadway dedication agreement and submitted a bond to fulfill RMP's obligation for the improvements they are required to install along 11800 South.

City Code requires utility services uses have a 1,000 square foot residential protection area buffer, but allows the City Engineer and Planning Director to modify that requirement where the applicant has shown good cause and it is in the best interest of the City. The City Engineer and Planning Director have determined that there is good cause and it is in the best interest of the

City to modify this requirement because: the proposed location is not next to existing residents; power substations are commonly found near residential uses; power substations have much less impact compared to other utilities that are also subject to the residential protection buffer; and a substation in this area is necessary to provide power to the large amount of development planned or currently under construction in the area.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The subject property is located in the A-1 zone.
- The substation requires a conditional use permit approval due to the utility use.
- The substation is intended to provide services to future developments west of Mountain View Corridor.
- RMP submitted a bond as part of the roadway dedication agreement.
- The residential area protection buffer will be reduced to allow the RMP substation to operate on the property, which will be near future residences.
- Staff has not identified any potential detrimental effects that the proposed substation may cause to the immediate neighboring properties or the area in general.

Conclusion:

- The proposed use does not appear to violate any health, safety or welfare standards. In addition, staff was not able to identify any detrimental effects to the adjacent properties. Therefore the planning staff recommends approval of the application.

Recommendation:

- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Applications, 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:

- Approve the Applications with conditions.
- Deny the Applications.
- Schedule the Applications for a decision at some future date.

SUPPORT MATERIALS:

- | | |
|------------------|-----------------------------|
| • Aerial Map | • Photometric Plan |
| • Zoning Map | • Landscape Plans |
| • Land Use Map | • Road Dedication Agreement |
| • Civil Drawings | |

Miguel Aguilera
Miguel Aguilera
Planner I

Brad Klavano
Brad Klavano (Oct 19, 2023 09:56 MDT)
Brad Klavano, P.E.
City Engineer

Aerial Map
City of South Jordan
Rocky Mountain Power
Daybreak Substation

Item H.2.

Address: 7028 West 11800 South

Subject
Property

Bingham Rim Rd

11800 S

11800 S

Herriman City

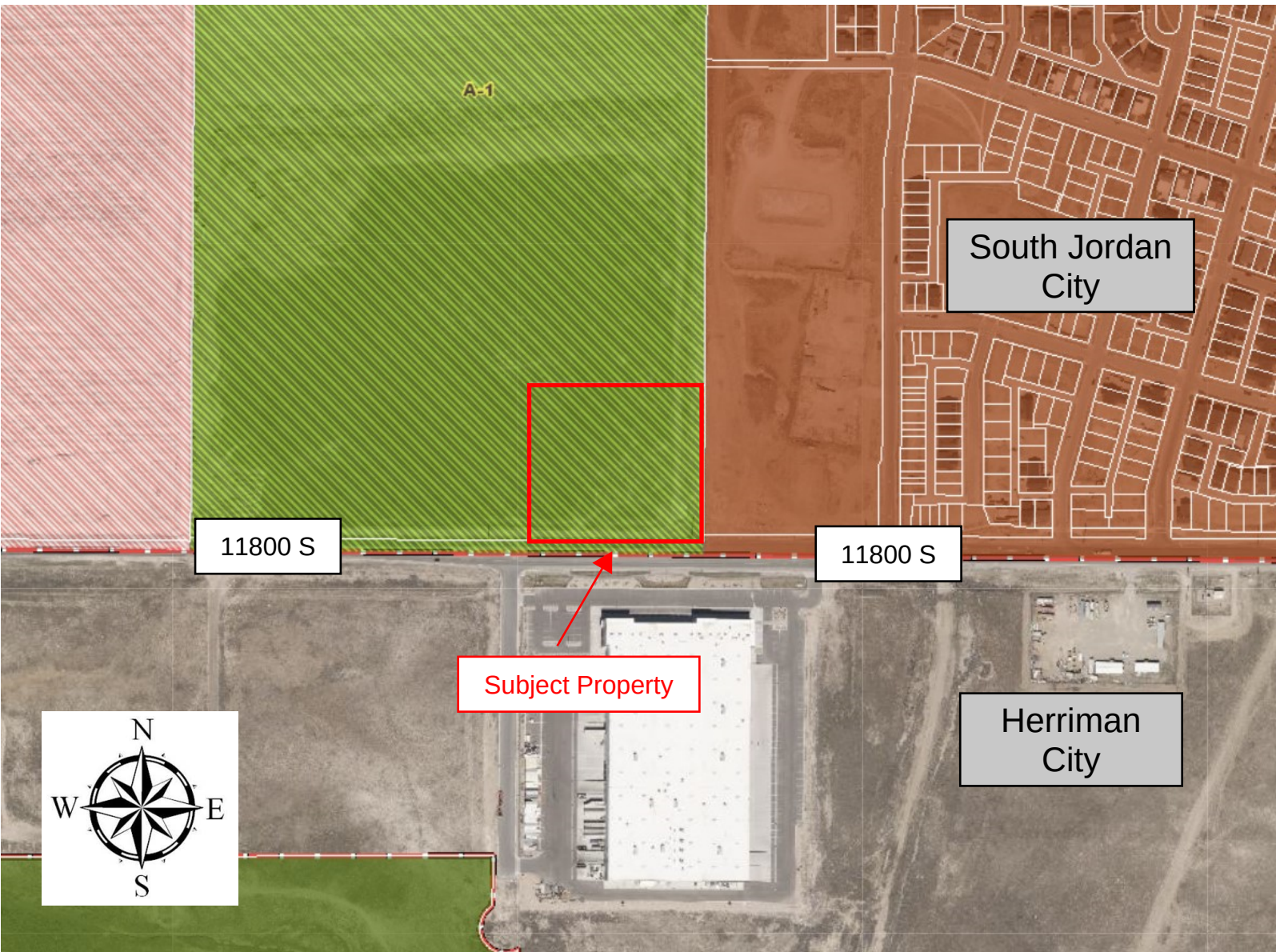


Zoning Map

City of South Jordan

Rocky Mountain Power Daybreak Substation

Item H.2.



Legend

Agriculture (A-1)
Commercial Industrial (C-I)
Daybreak Planned Community Zone (P-O)

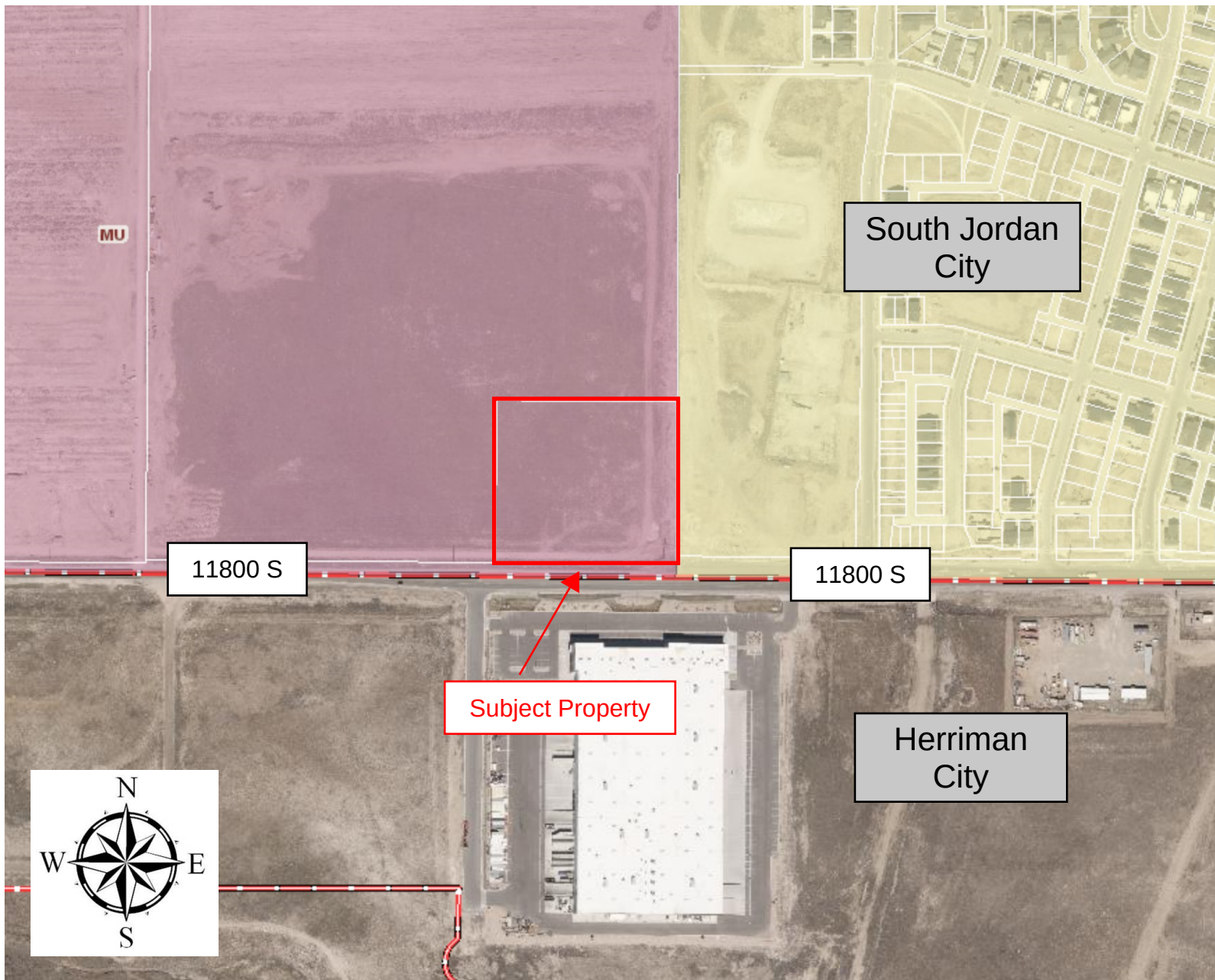


Land Use Map

City of South Jordan

Rocky Mountain Power Daybreak Substation

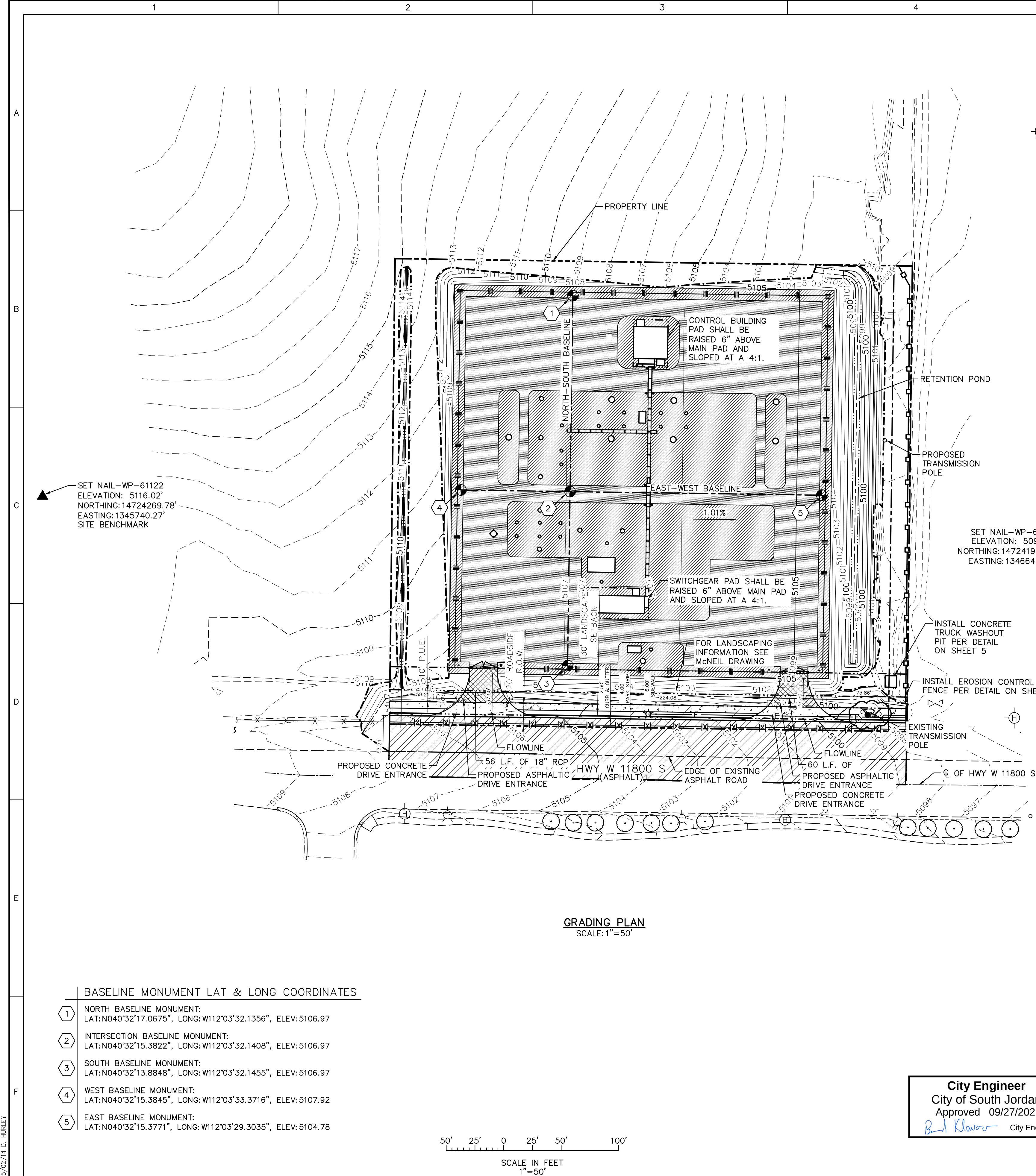
Item H.2.



Legend

Mixed Use (MU)
Residential Redevelopment Opportunity (RDO)





GENERAL CONTRACTOR NOTES

ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH ALL APPLICABLE CODES, SPECIFICATIONS, LOCAL ORDINANCES, INDUSTRY STANDARDS AND UTILITY COMPANY REQUIREMENTS.

THESE DESIGN DRAWINGS PRESENT THE CIVIL CONCEPTS OF THIS PROJECT AND ARE NOT INTENDED TO SERVE AS THE CONTRACTOR'S SHOP DRAWINGS. CERTAIN ITEMS MAY NOT BE COMPLETELY DETAILED ON THESE DRAWINGS. SUCH ITEMS SHALL BE CONSTRUCTED TO THE CODES AND STANDARDS AS NOTED. THE STANDARDS AND REQUIREMENTS OF LOCAL GOVERNING AGENCIES SHALL TAKE PRECEDENCE.

GRADING SHALL BE PERFORMED TO THE PLANS, ELEVATIONS, PROFILES, SECTIONS, DETAILS AND SPECIFICATIONS UNLESS APPROVED IN ADVANCE TO DO OTHERWISE.

THE CONTRACTOR SHALL PROTECT AND MAINTAIN THE OPERATION OF ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA THROUGHOUT THE CONSTRUCTION PROCESS AND SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL EXISTING UTILITIES WHICH ARE DISTURBED "IN KIND" AS PART OF THE CONTRACT.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE PROJECT OBJECTIVES WITH ALL RESPECTIVE UTILITY COMPANIES, AND SHALL REQUEST LOCATES OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF EXCAVATION.

THE CONTRACTOR SHALL VERIFY THE LOCATION, HEIGHT AND DEPTH OF ALL UTILITIES AND STRUCTURES WITHIN THE PROJECT AREA IF THEY EXIST.

THE PIPE LENGTHS SHOWN ON THESE PLANS ARE ESTIMATED. THE FINAL LENGTHS SHALL BE DETERMINED BY FIELD CONDITIONS.

FOR THE EXACT LOCATION OF EXISTING AND PROPOSED ELECTRICAL EQUIPMENT, FOUNDATIONS, CABLE TRENCHES, CABLES, STRUCTURES, GROUNDING WIRES AND CONDUITS SEE THE ELECTRICAL PLANS. FIELD VERIFY THE LOCATION OF ALL EXISTING ITEMS.

NOTIFY THE PROJECT ENGINEER IF ANY EXISTING UTILITIES (SUCH AS PIPES, CONDUITS, VAULTS, BOXES, RIMS, CLEANOUTS, ETC.) ARE IN CONFLICT WITH THE PROPOSED GRADING OR UTILITY PLAN.

IF UTILITY SHUTDOWNS, INSPECTIONS, AND ACCEPTANCE TESTS ARE REQUIRED THEY SHALL BE COORDINATED IN ADVANCE WITH THE APPROPRIATE PARTIES.

DOWNTIME FOR UTILITIES SHALL BE HELD TO A MINIMUM AND TEMPORARY BYPASSES SHALL BE PROVIDED WHERE NECESSARY TO MAINTAIN PROPER SERVICE. DO NOT INTERRUPT UTILITIES THAT ARE SERVING FACILITIES OCCUPIED BY THE OWNER OR BY OTHERS UNLESS GRANTED IN WRITING BY THE PROJECT MANAGER OR PROJECT ENGINEER, AND ONLY AFTER ARRANGING TO PROVIDE TEMPORARY SERVICES ACCORDING TO THE REQUIREMENTS AS INDICATED.

IF EXISTING PIPELINES ARE TO BE ABANDONED, ALL OPEN ENDS, HOLES, OR OTHER OPENINGS SHALL BE PLUGGED WITH CONCRETE, OR AS SPECIFIED BY THE LOCAL GOVERNING AGENCIES, WHICH SHALL TAKE PRECEDENCE. ALL COSTS INVOLVED WITH THIS WORK SHALL BE INCLUDED IN THE CONTRACT PRICES FOR GRADING WORK.

THE CONTRACTOR SHALL GIVE THE APPROPRIATE INSPECTION AGENCY TWO (2) WORKING DAYS ADVANCE NOTICE WHEN REQUESTING INSPECTIONS.

THE LOCATION OF PROPERTY LINES, EXISTING STRUCTURES, FIXTURES AND UNDERGROUND UTILITIES ARE DRAWN FROM THE BEST AVAILABLE AS-BUILT AND SURVEYED INFORMATION. THIS DOES NOT GUARANTEE THAT THE LOCATION OF EXISTING ITEMS ARE EXACT OR COMPLETE.

SITE CONSTRUCTION PRACTICES SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. THE CONTRACTOR SHALL MAINTAIN ON-SITE, LEGIBLE MATERIAL SAFETY DATA SHEETS FOR ALL HAZARDOUS MATERIALS USED ON-SITE.

ANY OFF-SITE PROPERTY FOUND DAMAGED SHALL BE REPLACED TO THE SATISFACTION OF THE INSPECTOR, DIRECTOR OF THE AFFECTED AGENCY OR THE OWNER OF THE PROPERTY.

THE WORK SCHEDULE SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND WITH ANY LOCAL ORDINANCES.

THE CONTRACTOR SHALL SECURE THE JOB AT THE END OF EACH DAY. ON-DUTY AND OFF-DUTY CONTACTS AND PHONE NUMBERS FOR THE CONTRACTOR SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE.

THE CONTRACTOR SHALL COORDINATE WITH THE FACILITY MANAGER TO MANAGE THE PROJECT'S IMPACT TO SECURITY AND SAFETY MATTERS.

ANY REVISIONS MADE TO THE APPROVED PLANS REQUIRE SUBSEQUENT APPROVAL BY THE APPROPRIATE AUTHORITY. PROVIDE A MINIMUM OF ONE (1) SET OF FULL SIZE, REDLINED RECORD DRAWINGS TO THE COMPANY AT THE COMPLETION OF THE PROJECT.

REMOVE SURPLUS SOIL MATERIAL, UNSUITABLE TOPSOILS, OBSTRUCTIONS, DEMOLISHED MATERIALS, AND WASTE MATERIALS, INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF SITE AT AN APPROVED LOCATION.

NO OPEN BURNING OF WASTE MATERIALS SHALL BE PERMITTED ON THE SITE WITHOUT APPROVAL FROM THE OWNER'S REPRESENTATIVE AND APPROPRIATE REGULATORY AGENCIES.

DUST SHALL BE CONTROLLED AT ALL TIMES BY WATERING OR OTHER APPROVED METHODS. DIRT DEBRIS, TRASH OR OTHER CONSTRUCTION MATERIALS SHALL BE CONTAINED WITHIN CONSTRUCTION BOUNDARIES AT ALL TIMES AND SHALL BE CLEANED AND REMOVED DAILY AS NECESSARY. EXCESS EXCAVATED MATERIALS SHALL BE PROMPTLY DISPOSED OF TO AN APPROVED LOCATION AT THE CONTRACTOR'S EXPENSE. EXCAVATED MATERIAL TO BE REUSED AS BACKFILL MAY BE TEMPORARILY STOCKPILED AS INDICATED ON THE GRADING PLAN, BUT SHALL BE WATERED AND/OR COVERED TO PREVENT BLOWING ONTO ADJACENT PROPERTIES. THE CONTRACTOR SHALL ALSO PREVENT CONSTRUCTION DEBRIS FROM ENTERING ANY EXISTING STORM DRAINAGE SYSTEMS BY IMPLEMENTING PREVENTATIVE MEASURES SUCH AS DAMMING OR TEMPORARY CLOSURES (ALSO SEE THE EROSION CONTROL PLAN).

CODES AND STANDARDS:

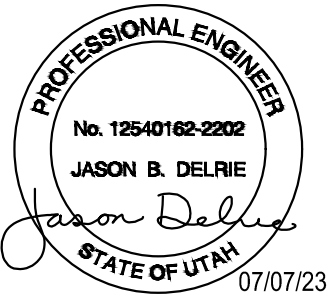
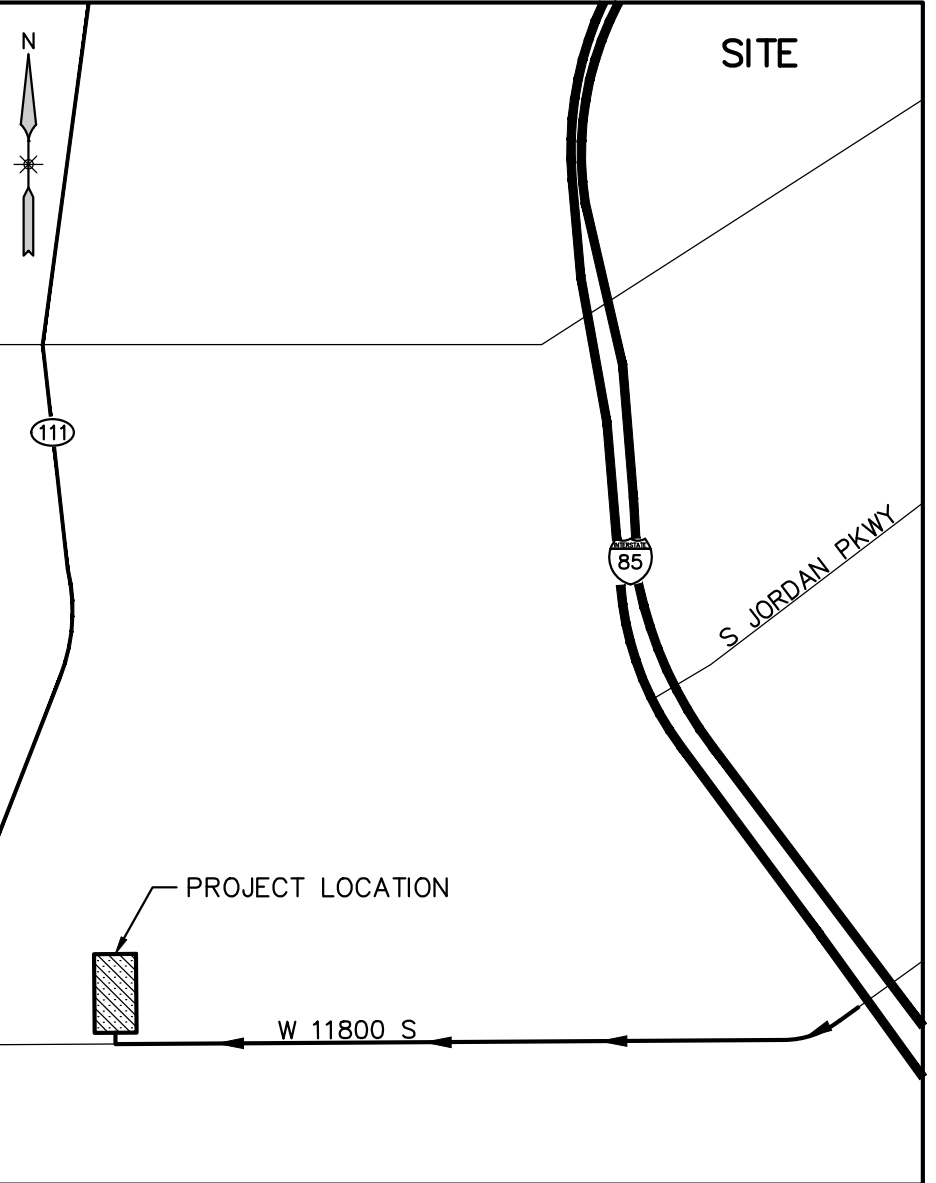
AMERICAN CONCRETE INSTITUTE ACI 318, CURRENT EDITION
THE ASPHALT INSTITUTE MANUAL SERIES, CURRENT EDITION
AMERICAN WATER WORKS ASSOC. STD. SPECS, CURRENT EDITION
STATE OF UTAH PLUMBING SPECIALTY CODE, CURRENT EDITION
NFPA NATIONAL ELECTRICAL CODE, CURRENT EDITION
LOCAL EROSION AND SEDIMENT CONTROL STANDARDS
I.B.C. WITH ALL AMENDMENTS, CURRENT EDITION
LOCAL D.O.T. STANDARD SPECIFICATIONS, CURRENT EDITION
SPECIFICATIONS FOR HWY. CONSTRUCTION, CURRENT EDITION
FIRE DEPARTMENT REGULATIONS
NATIONAL FIRE PROTECTION ASSOCIATION, CURRENT EDITION

FOR LANDSCAPING INFORMATION SEE McNEIL DRAWING L0.01 & L2.01.

CONTRACTOR SHALL COMPLY WITH SOUTH JORDAN CITY STANDARD NOTES SEE DRAWING 204688.007.

CIVIL SPECIFICATION SECTIONS

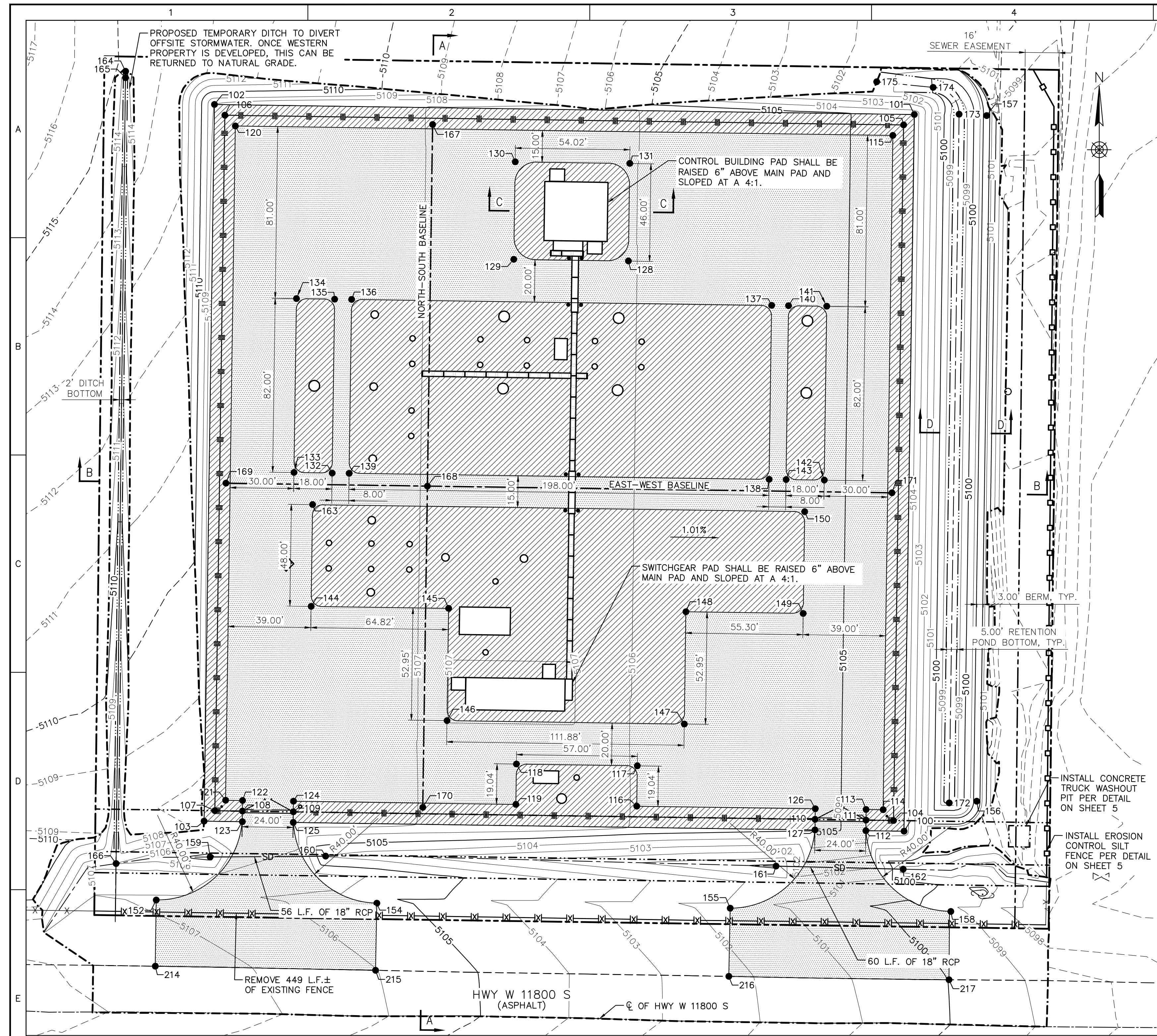
- 02110 CLEARING AND GRUBBING
- 02120 SITE GRADING
- 02121 GENERAL EXCAVATION AND BACKFILL
- 02122 TRENCH EXCAVATION AND BACKFILL
- 02130 AGGREGATE BASE COURSE
- 02132 YARD FINISH ROCK
- 02134 ROAD FINISH ROCK
- 02275 GEOTEXTILES
- 02200 SYNTHETIC FLEX MEMBRANE LINER
- 02316 UNPAVED ROAD CONSTRUCTION
- 02570 ASPHALTIC CONCRETE PAVING
- 02609 CULVERT
- 02620 UNDERGROUND PLASTIC PIPING
- 02900 LANDSCAPING
- 02910 SEEDING AND EROSION CONTROL



LEGEND

- MONUMENT
- GRADING POINT MARKER
- POWER POLE
- CAT 1 STREET LIGHT
- REACH FLOW LINE
- BASE LINE
- LIMITS OF CONSTRUCTION
- TOP OF SLOPE
- EDGE OF ROAD
- PROPERTY LINE
- SETBACK LINE
- SEWER EASEMENT
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- MAJOR CONTOUR
- MINOR CONTOUR
- EROSION CONTROL SILT FENCE
- DITCH CENTERLINE
- GRADE CHANGE
- STORM SEWER LINE
- FENCE DEMO
- EXISTING FENCE
- ELECTRICAL LINE
- ROAD ROCK
- YARD ROCK
- AGGREGATE BASE COURSE
- STRUCTURAL FILL
- ASPHALT DRIVE (SEE DETAIL 4)
- ASPHALT ROAD WIDENING (SEE DETAIL 6)
- CONCRETE

DAYBREAK SUBSTATION SALT LAKE COUNTY, UTAH GRADING PLAN OVERALL SITE PLAN										<div>PACIFICORP A RENAISSANCE ENERGY COMPANY</div>																			
CIVIL																													
PROJ/PRJ#					10076178					DISCIPLINE EUS																			
PLG U15207										DANIEL BEESMER/P/E																			
DATE:					07/07/2023					PROJECT																			
ENG'D: BEESMER/P/E					DES. M. WILLIAMSON/P/E					CHRIS PARSONS/P/E																			
DR. M. WILLIAMSON/P/E					DR. C. PARSONS/P/E					APPROVAL EUS:																			
SCALE:					AS NOTED					CHRIS PARSONS/P/E																			
REVISION					204688.001					SHEET																			
1										1 OF 8																			
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GRADING PLAN
SCALE IN FEET
1"=30'

ESTIMATED QUANTITIES:

EARTHWORK QUANTITIES SHOWN ARE ESTIMATES ONLY AND ARE IN BANK CUBIC YARDS WITH NO ALLOWANCE FOR SHRINK OR SWELL. THE CONTRACTORS SHALL CALCULATE THEIR OWN ITEMIZED EARTHWORK AND MATERIAL QUANTITIES FOR THIS PROJECT.

QUANTITIES DO NOT INCLUDE EXCAVATED OR FILL MATERIAL FOR FOUNDATION WORK.

PROPERTY AREA	4.19 ACRES
LIMITS OF CONSTRUCTION (DISTURBED AREA)	3.82 ACRES
TOPSOIL (ORGANICS) REMOVAL	3,083 C.Y.
EXCAVATED NATIVE SOIL USED FOR FILL	4,934 C.Y.
STRUCTURAL FILL	9,116 C.Y.
IMPORTED FINISH ROAD ROCK	1,278 C.Y.
IMPORTED AGGREGATE BASE COURSE	2,992 C.Y.
IMPORTED FINISH YARD ROCK	624 C.Y.
TOTAL IMPORTED MATERIAL	9,077 C.Y.

170	NORTH-SOUTH BASELINE	5106.97	14724122.45	1346196.79
171	EAST-WEST BASELINE	5104.78	14724270.78	1346417.94
172	INVERT OF POND	5098.50	14724124.51	1346444.95
173	INVERT OF POND	5098.50	14724449.28	1346449.62
174	INVERT OF POND	5099.98	14724461.95	1346437.37
175	INVERT OF POND	5101.43	14724464.59	1346410.77
214	EDGE OF ROAD ROCK	5107.50	14724047.52	1346070.65
215	EDGE OF ROAD ROCK	5106.02	14724045.61	1346174.49
216	EDGE OF ROAD ROCK	5102.27	14724042.73	1346341.06
217	EDGE OF ROAD ROCK	5099.98	14724041.16	1346444.84

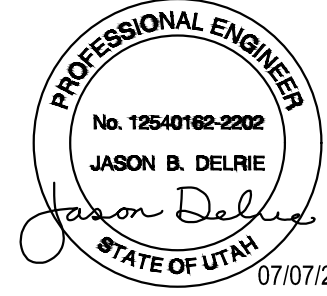
City Engineer
City of South Jordan
Approved 09/27/2023
Jason B. Delrie City Engineer

Point Table				
Point #	Raw Description	Elevation	Northing	Easting
100	CORNER OF PAD	5104.70	14724111.18	1346423.65
101	CORNER OF PAD	5104.70	14724449.15	1346428.51
102	CORNER OF PAD	5108.00	14724453.90	1346098.55
103	CORNER OF PAD	5108.00	14724115.93	1346093.68
104	FENCE CORNER	5104.75	14724116.25	1346418.72
105	FENCE CORNER	5104.75	14724444.22	1346423.44
106	FENCE CORNER	5107.95	14724448.83	1346103.48
107	FENCE CORNER	5107.95	14724120.86	1346098.75
108	GATE POST	5107.82	14724120.67	1346111.75
109	GATE POST	5107.58	14724120.33	1346135.75
110	GATE POST	5105.12	14724116.79	1346381.72
111	GATE POST	5104.88	14724116.44	1346405.70
112	CORNER OF ROAD ROCK	5104.88	14724111.44	1346405.63
113	CORNER OF ROAD ROCK	5104.88	14724121.44	1346405.77
114	CORNER OF ROAD ROCK	5104.80	14724121.32	1346413.79
115	CORNER OF ROAD ROCK	5104.80	14724439.29	1346418.37
116	CORNER OF ROAD ROCK	5105.96	14724123.00	1346297.64
117	P.I. OF RADIUS	5105.96	14724142.04	1346297.91
118	P.I. OF RADIUS	5106.53	14724142.86	1346240.92
119	CORNER OF ROAD ROCK	5106.53	14724123.82	1346240.64
120	CORNER OF ROAD ROCK	5107.90	14724443.75	1346108.40
121	CORNER OF ROAD ROCK	5107.90	14724125.79	1346103.82
122	CORNER OF ROAD ROCK	5107.82	14724125.67	1346111.84
123	CORNER OF ROAD ROCK	5107.82	14724115.67	1346111.70
124	CORNER OF ROAD ROCK	5107.58	14724125.33	1346135.82
125	CORNER OF ROAD ROCK	5107.58	14724115.33	1346135.70
126	CORNER OF ROAD ROCK	5105.12	14724121.78	1346381.80
127	CORNER OF ROAD ROCK	5105.12	14724111.79	1346381.65
128	P.I. OF RADIUS	5106.04	14724380.08	1346293.69
129	P.I. OF RADIUS	5106.57	14724380.86	1346239.68
130	P.I. OF RADIUS	5106.58	14724426.85	1346240.34
131	P.I. OF RADIUS	5106.04	14724426.08	1346294.36
132	P.I. OF RADIUS	5107.42	14724280.08	1346154.05
133	P.I. OF RADIUS	5107.60	14724280.34	1346136.05
134	P.I. OF RADIUS	5107.60	14724362.33	1346137.23
135	P.I. OF RADIUS	5107.42	14724362.07	1346155.23
136	P.I. OF RADIUS	5107.34	14724361.96	1346163.23
137	P.I. OF RADIUS	5105.36	14724359.13	1346361.23
138	P.I. OF RADIUS	5105.36	14724277.11	1346360.03
139	P.I. OF RADIUS	5107.34	14724279.97	1346162.05
140	P.I. OF RADIUS	5105.28	14724358.99	1346369.21
141	P.I. OF RADIUS	5105.10	14724358.73	1346387.21
142	P.I. OF RADIUS	5105.10	14724276.74	1346386.03
143	P.I. OF RADIUS	5105.28	14724277.00	1346368.03
144	P.I. OF RADIUS	5107.51	14724217.22	1346144.15
145	CORNER OF ROAD ROCK	5106.86	14724216.28	1346208.96
146	P.I. OF RADIUS	5106.86	14724163.34	1346208.20
147	P.I. OF RADIUS	5105.74	14724161.73	1346320.06
148	CORNER OF ROAD ROCK	5105.74	14724214.67	1346320.83
149	P.I. OF RADIUS	5105.19	14724213.88	1346376.12
150	P.I. OF RADIUS	5105.19	14724261.87	1346376.81
151	EDGE OF ASPHALT	5108.07	14724025.94	1346041.23
152	END OF RADIUS	5106.87	14724078.75	1346071.13
153	EDGE OF ASPHALT	5096.40	14724019.01	1346490.89
154	END OF RADIUS	5105.39	14724077.25	1346175.14
155	END OF RADIUS	5101.62	14724074.86	1346341.69
156	CL OF BERM	5101.50	14724125.32	1346457.92
157	CL OF BERM	5101.50	14724448.65	1346462.61
158	END OF RADIUS	5099.33	14724073.36	1346445.70
159	INVERT OF 18" RCP	5104.75	14724099.03	1346096.53
160	INVERT OF 18" RCP	5103.90	14724099.42	1346150.97
161	INVERT OF 18" RCP	5099.80	14724094.72	1346363.29
162	END OF 18" RCP	5098.60	14724093.29	1346423.27
163	P.I. OF RADIUS	5107.51	14724265.21	1346144.84
164	INVERT OF DITCH	5114.77	14724469.53	1346056.66
165	INVERT OF DITCH	5113.75	14724466.50	1346056.63
166	INVERT OF DITCH	5105.97	14724095.94	1346052.20
167	NORTH-SOUTH BASELINE	5106.97	14724444.42	1346201.42
168	INTERSECTION OF BASELINES	5106.97	14724273.93	1346198.97
169	EAST-WEST BASELINE	5107.92	14724275.30	1346103.98

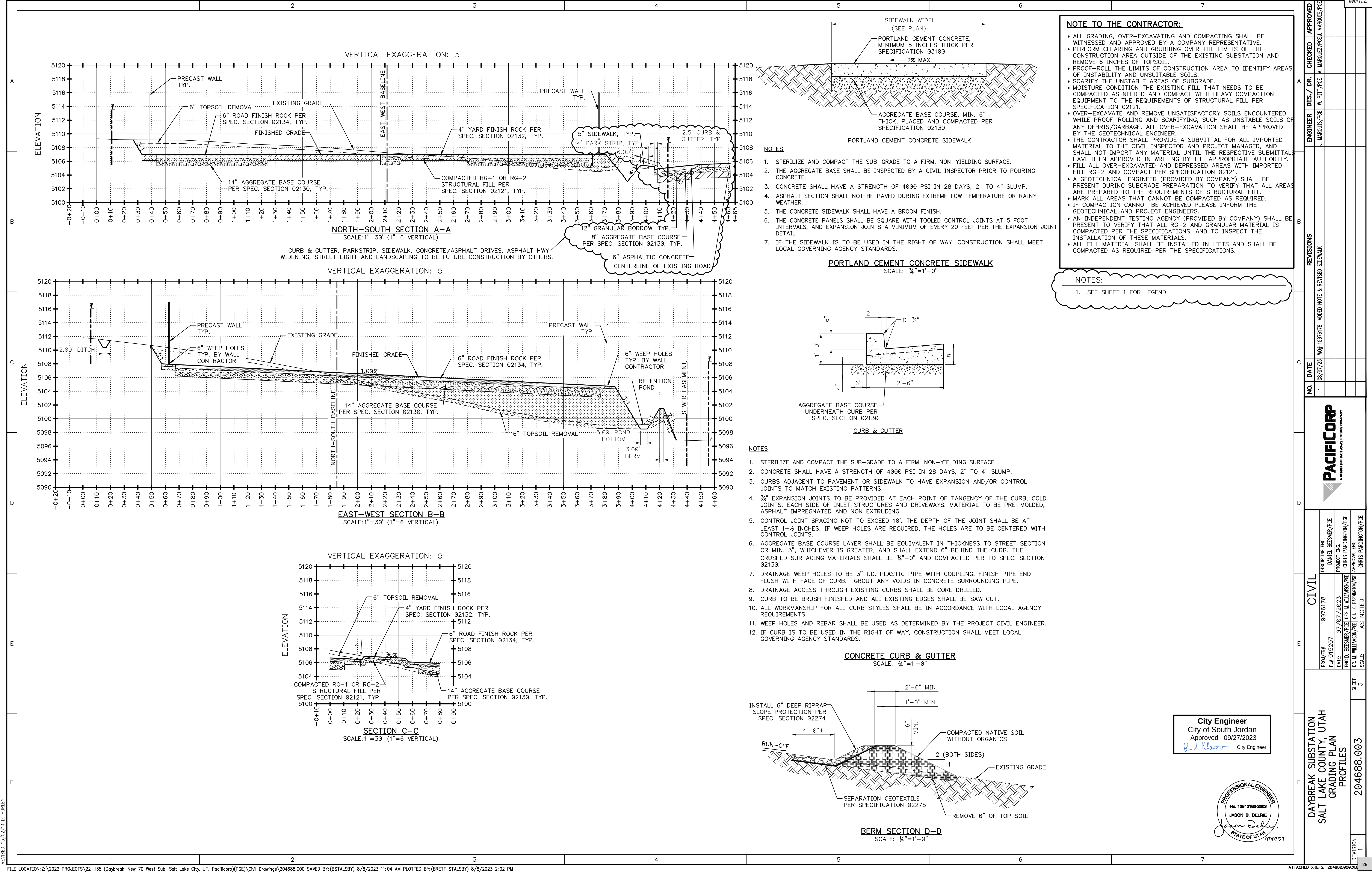
GRADING DRAWING NOTES

- LAYOUT:
- THE BASELINES SHALL BE ESTABLISHED AS SHOWN, AND THE EAST-WEST BASELINE SHALL BE PERPENDICULAR TO THE NORTH-SOUTH BASELINE.
 - THE BASIS OF HORIZONTAL AND VERTICAL CONTROL IS SHOWN ON SHEET 1. THE CONTRACTOR IS RESPONSIBLE FOR SETTING PROJECT BENCHMARKS AS REQUIRED FROM THE SURVEY MONUMENTS, AND SHALL PROTECT ALL MONUMENTS FROM DISTURBANCE THROUGHOUT CONSTRUCTION. IF ANY MONUMENTS ARE DISPLACED THEY SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
 - ALL RADII OF INTERNAL ROADWAYS ARE 5 FEET UNLESS OTHERWISE NOTED.
- GRADING UNLESS OTHERWISE DESIGNATED:
- PRIOR TO COMMENCEMENT OF ANY LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL OBTAIN A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) GENERAL PERMIT OR NOTICE OF INTENT (NOI) TO BE POSTED ON SITE. THE CONTRACTOR SHALL IMPLEMENT THE BEST MANAGEMENT PRACTICES (BMP'S) AS DEFINED IN THE SWPPP.
 - ALL STORM WATER MANAGEMENT FACILITIES, SUCH AS DITCHES, PONDS, CATCH BASINS, PIPES, ETC. SHALL BE INSTALLED AND/OR CONSTRUCTED TO A FINISHED STATE AS SOON AS PRACTICAL IN ORDER TO MANAGE RUNOFF DURING CONSTRUCTION. ALL EROSION CONTROL BMP'S SHALL BE INSTALLED DURING CONSTRUCTION PER THE EROSION CONTROL PLAN OR SWPPP.
 - THE TOP LAYER OF UNSUITABLE ORGANIC TOPSOIL WITHIN THE GRADING LIMITS SHALL BE STRIPPED TO A MINIMUM DEPTH OF SIX (6) INCHES. AFTER THE SITE HAS BEEN GRADED TO SUB-GRADE THE SITE SHALL BE PROOF-ROLLED WITH A LOADED DUMP TRUCK (WITH 90 P.S.I. TIRE PRESSURE). SOILS THAT ARE OBSERVED TO RUT OR DEFLECT GREATER THAN ONE INCH UNDER THE MOVING LOAD OF THE LOADED DUMP TRUCK SHALL BE STRIPPED TO FIRM, UNDISTURBED SOIL AND REPLACED WITH AN APPROVED BACKFILL PER SPECIFICATIONS.
 - EXCAVATED SOIL THAT CANNOT BE USED FOR FILL OR LANDSCAPING SHALL BE DISPOSED OF OFF-SITE UNLESS PRE-APPROVED TO STOCKPILE AT AN APPROVED LOCATION. TOPSOIL THAT WILL BE USED FOR SEED BEDDING SOIL SHALL BE TEMPORARILY STOCKPILED. RE-SEED ALL CUT AND FILL SLOPES OUTSIDE OF THE SUBSTATION PER NOTE 16.
 - ELEVATIONS SHOWN ON THE GRADING PLAN ARE FINISHED GRADE ELEVATIONS (UNLESS NOTED OTHERWISE), WHICH IS DEFINED AS THE TOP OF FINISH ROCK WHERE YARD AND ROAD ROCK IS SHOWN. THE SUB-GRADE ELEVATIONS ARE BELOW THE FINISH ROCK, WHICH IS THE TOP OF STRUCTURAL BACKFILL, AGGREGATE BASE OR UNDISTURBED EARTH. ALL GRADES SHALL BE COMPACTED AS REQUIRED IN THE SPECIFICATIONS. SEE THE TYPICAL SECTIONS AND DETAILS SHOWN ON SHEET 4.
 - THREE (3) INCH COMPACTED THICKNESS OF BASE ROCK SHALL BE PLACED OVER THE SUBSTATION YARD AREA SUB-GRADE FOR A CONSTRUCTION PAD IF WEATHER WARRANTS.
 - CUT AND FILL SLOPES SHALL BE NO STEEPER THAN A 2:1 SLOPE.
 - NATIVE BACKFILL RG-1 (IF APPROVED FOR USE) AND IMPORTED STRUCTURAL FILL RG-2 SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-1557. SEE SITE GRADING SPECIFICATION, SECTION 02120.
 - FINISH ROCK SHALL NOT BE INSTALLED UNTIL ALL UNDERGROUND CONDUITS, GROUNDING AND UTILITIES ARE INSTALLED AND TRENCHES ARE BACKFILLED.
 - ALL AREAS NOT DESIGNATED AS ROADWAYS WITHIN THE SUBSTATION, AND THE FIVE (5) FOOT SHOULDER ADJACENT TO AND OUTSIDE OF THE SUBSTATION FENCE, SHALL RECEIVE FOUR (4) INCHES OF YARD FINISH ROCK. THERE SHALL BE A MINIMUM OF SIX (6) INCHES OF NATIVE RG-1 OR IMPORTED STRUCTURAL FILL RG-2 TO REPLACE THE SUB-GRADE IF IT IS UNSUITABLE AND CANNOT MEET COMPACTION REQUIREMENTS AFTER PROOF-ROLLING. SEE TYPICAL SECTION ON DETAIL SHEET.
 - ALL AREAS DESIGNATED AS NEW ROADWAY SHALL HAVE FOURTEEN (14) INCHES OF AGGREGATE BASE COURSE AND SIX (6) INCHES OF ROAD FINISH ROCK. SEE TYPICAL SECTION ON DETAIL SHEET.
 - AGGREGATE BASE COURSE AND FINISH ROAD ROCK SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-1557. SEE SPECIFICATIONS FOR DETAILS.
 - FOR GEOTECHNICAL INFORMATION REFER TO THE GEOTECHNICAL ENGINEERING REPORT PREPARED BY GEOSTRATA, PROJECT NO. 1154-013, DATED APRIL 20, 2022.
 - CULVERTS SHALL BE EIGHTEEN (18) INCHES IN DIAMETER ASTM C-76 CLASS IV REINFORCED CONCRETE PIPES.
 - CLEAR & GRADE DITCHES AS REQUIRED FOR NEW CULVERTS AND INSTALL RIPRAP AT PIPE ENDS AS DETAILED ON PLANS.
 - DISTURBED SLOPES OUTSIDE OF THE SUBSTATION AREA SHALL HAVE A CULTIVATED SURFACE SOIL OR ADEQUATE GROWING MEDIUM IN A CONDITION FAVORABLE FOR SEED GROWTH. REMOVE ALL ROCKS, WEEDS, DEBRIS AND MATTER DETRIMENTAL TO SEED GERMINATION AND GROWTH. THE SEED MIXTURE SHALL INCLUDE A VARIETY OF GRASSES WHICH ARE SUITABLE TO THE LOCAL CLIMATE, AND SHALL BE SUPPLIED BY A STATE CERTIFIED SEED VENDOR. THE SEED AND FERTILIZER SHALL BE APPLIED AS RECOMMENDED BY THE SEED SUPPLIER. IF MULCH IS USED IT SHALL BE FREE OF NOXIOUS WEED SEEDS AND PLANTS, AND IT SHALL BE PROCESSED TO HAVE THE ABILITY TO COVER AND HOLD GRASS SEED IN CONTACT WITH THE SOIL. THE CONTRACTOR SHALL USE HYDRO-SEEDING TECHNIQUES, OR AN APPROVED EQUIVALENT, TO APPLY THE SEED AND MULCH. IF VEGETATION CANNOT BE ESTABLISHED DUE TO THE CLIMATE CONDITIONS THEN BLANKETS SHALL BE INSTALLED ON SIDE SLOPES THAT ARE VULNERABLE TO EROSION (SEE DETAILS ON SHEET 5). ALL SEEDS AND APPLICATION TECHNIQUES SHALL BE PRE-APPROVED.
 - SEE SHEET 1 FOR LEGEND.

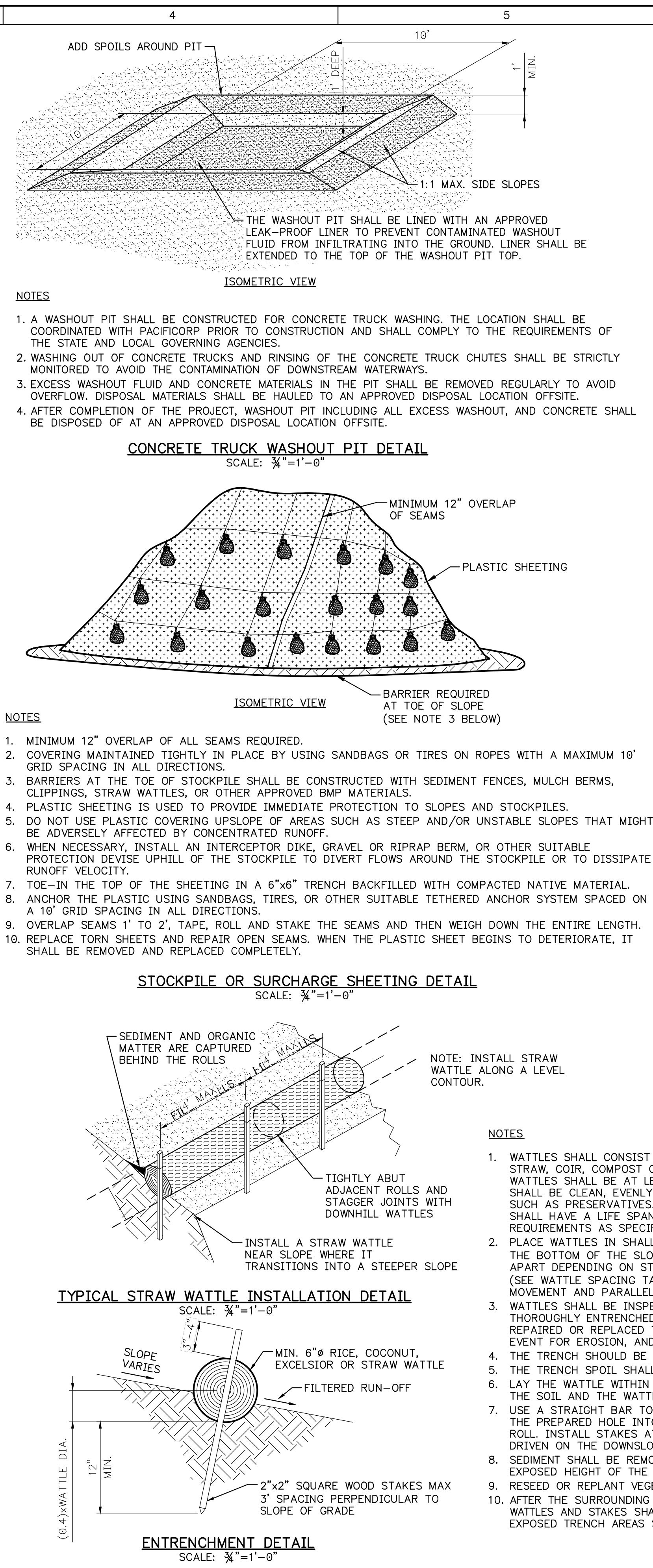
NOTE:
SEE SHEETS 204688.003 THRU 204688.006 FOR PROFILES, SECTIONS AND DETAILS.



REVISION	1	204688.002	2023 SITE DEVELOPMENT	DAYBREAK SUBSTATION SALT LAKE COUNTY, UTAH GRADING PLAN	CIVIL	10076178	DISCIPLINE ENG. DANIEL BRESNER/PCE	PROJECT ENG. CHRIS PARINGTON/PCE	07/07/2023	ENG.D. BRESNER/PCE DES. M. WILLIAMSON/PCE DR. M. WILLIAMSON/PCE CH. C. PARINGTON/PCE	APPROVAL	DES./DR.	CHECKED	APPROVED	Item H.2.
															ATTACHED XREFS: 204680.000.XB



REVISED 05/02/14 D. HURLEY



EROSION CONTROL NOTES

1. CONTROLLING SEDIMENT MIGRATION DURING STORM EVENTS AND PREVENTING AND/OR CORRECTING PROBLEMS ASSOCIATED WITH EROSION WHILE RUNOFF IS OCCURRING (WHICH CAN OCCUR BOTH DURING AND AFTER PROJECT CONSTRUCTION) WILL BE CLOSELY MONITORED. ALL MUNICIPALITIES HAVE DEFINED BEST MANAGEMENT PRACTICES (BMPs) THAT SHALL BE IMPLEMENTED TO PREVENT THE TRANSFER OF SEDIMENT AND TO CONTROL EROSION DURING EARTH MOVING ACTIVITIES. PERIODIC MAINTENANCE AND INSPECTION OF EROSION CONTROL DEVICES SHALL BE SCHEDULED.
2. THE CONTRACTOR SHALL COMPLY WITH SALT LAKE COUNTY AND OTHER GOVERNING AGENCIES FOR TEMPORARY EROSION CONTROL MEASURES.
3. EROSION CONTROL—SHOULD SILT LEAVE THE SITE OR EROSION OCCUR, THE CONTRACTOR SHALL BE RESPONSIBLE, AND SHALL TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE PREPARATION, MODIFICATION AND APPROVAL OF THE PLAN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. BEFORE CONSTRUCTION BEGINS, THE LIMITS OF DISTURBANCE BOUNDARY SHALL BE FLAGGED ON SITE AND APPROVED BY PACIFICORP. UNDER NO CIRCUMSTANCES SHALL SITE DISTURBANCE OCCUR OUTSIDE THE DESIGNATED AREAS AT ANY TIME DURING CONSTRUCTION.
4. EXCAVATION AND EMBANKMENT OPERATIONS SHALL PROCEED IN SUCH A MANNER SO THAT FINISHING OF SLOPES, INCLUDING REVEGETATION, SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER ROUGH GRADING. ALL SLOPES 2:1 OR FLATTER SHALL BE SCARIFIED WITH HEAVY EQUIPMENT, LEAVING TRACKS PERPENDICULAR TO THE SLOPE. THE TOPS OF ALL CUT SLOPES IN SOIL SHALL BE ROUNDED FOR A HORIZONTAL DISTANCE OF THREE FEET BEYOND THE CATCH POINT. SLOPE ROUNDDING SHALL OCCUR AS THE SLOPE IS BEING BROUGHT DOWN. THE OVERALL SHAPE, HEIGHT AND GRADE OF ANY CUT AND/OR FILL SLOPE SHALL BE DEVELOPED IN CONCERT WITH THE EXISTING NATURAL CONTOURS, SCALE AND VEGETATION OF NATURAL TERRAIN.
5. STABILIZATION PRACTICES MAY INCLUDE, BUT NOT BE LIMITED TO TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, GEOTEXTILES, SOD STABILIZATION, VEGETATIVE BUFFER STRIPS, PRESERVATION OF NATURAL VEGETATION, AND OTHER APPROPRIATE MEASURES. USE OF IMPERVIOUS SURFACES FOR STABILIZATION SHALL BE AVOIDED. EXCEPT AS PROVIDED BELOW, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE IN DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 15 DAYS AFTER ACTIVITY IN THAT PORTION OF THE SITE HAS PERMANENTLY CEASED.
- 5.1. WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 15TH DAY AFTER CONSTRUCTION ACTIVITY PERMANENTLY CEASES IS PRECLUDED BY DEEP SNOW OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
- 5.2. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING WILL RESUME WITHIN 15 WORKING DAYS, TEMPORARY STABILIZATION MEASURES NEED NOT BE INITIATED ON THAT PORTION OF THE SITE.
6. SPECIFICALLY OUTLINED DISTURBED AREAS, BOTH ON AND OFF-SITE SHALL BE REVEGETATED. THESE AREAS SHALL INCLUDE, BUT NOT BE LIMITED TO ALL UNSURFACED AREAS WITHIN THE FLAGGED LIMITS OF DISTURBANCE, STAGING AND STORAGE AREAS, MATERIAL WASTE AREAS, UNDERGROUND UTILITY CONSTRUCTION AREAS, BENCHED AREAS, AND TEMPORARY OR EXISTING ACCESS ROADS USED FOR CONSTRUCTION ACTIVITIES. CUT AND FILL SLOPES OVER 3:1 REQUIRE THE PLACEMENT OF EROSION CONTROL/REVEGETATION MATTING. SLOPES LESS THAN 3:1 MAY BE SPRAYED WITH TACKIFIER.
7. SEDIMENT TRAPS MUST OUTLET ONTO STABILIZED (PREFERABLY UNDISTURBED) GROUND, OR LEFT TO PERCOLATE INTO THE GROUND.
8. CONTROLLED OUTLETS SHALL DIRECT COLLECTED RUNOFF THROUGH SILT FENCES OR STRAW BALES.
9. TYPICAL FUGITIVE DUST SHALL BE CONTROLLED BY WATERING AND/OR CHEMICAL STABILIZATION, PROVIDING VEGETATIVE OR SYNTHETIC COVER AND WIND BREAKS CONSISTENT WITH THE COUNTY OF SALT LAKE AND THE STATE OF UTAH REQUIREMENTS.
10. SEE CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

REVEGETATION NOTES	
1.	RECOMMENDED SEEDING MIXTURES MUST BE DONE ON A SITE SPECIFIC BASIS WHICH ACCOUNTS FOR THE FOLLOWING: SOIL PROPERTIES, CLIMATIC FACTORS, TOPOGRAPHIC POSITION AND FEASIBILITY.
2.	VEGETATIVE PLANTING SHALL BE DONE WHERE DEEMED NECESSARY TO HASTEN THE RETURN OF PRE-EXISTING SITE CHARACTERISTICS AND ON ANY FINISHED SLOPE WHICH WILL REMAIN UNDISTURBED FOR AT LEAST 10 YEARS.
3.	ALL DISTURBED OPEN SPACE AREAS, AND CUT AND FILL AREAS, SHALL RECEIVE AN ACCEPTABLE SEED MIX.
4.	SEED MIX SHALL BE APPLIED AT A RATE SO THAT GERMINATION AND SUBSEQUENT COVERAGE REACHES 80 PERCENT IN A REPRESENTATIVE 10' x 10' AREA. IF COVERAGE DOES NOT REACH 80 PERCENT, RESEEDING MUST OCCUR.
5.	APPROPRIATE FERTILIZER SHALL BE APPLIED TO ALL SLOPES RECEIVING SEED. APPLICATION RATES OF THE FERTILIZER SHALL BE STRICTLY ADHERED TO.

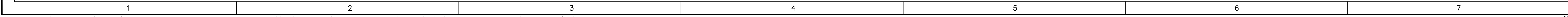
GENERAL EROSION NOTE:
THE SWPPP PLAN SHALL TAKE PRIORITY OVER THESE DETAILS

NOTES

1. WATTLES SHALL CONSIST OF CYLINDERS OF BIODEGRADABLE PLANT MATERIAL SUCH AS COCONUT EXCELISOR, STRAW, COIR, COMPOST OR WOOD SHAVINGS ENCASED WITHIN BIODEGRADABLE OR PHOTO DEGRADABLE NETTING. WATTLES SHALL BE AT LEAST 6 INCHES IN DIAMETER, UNLESS OTHERWISE SPECIFIED. ENCASING MATERIAL SHALL BE CLEAN, EVENLY WOVEN AND FREE OF ENCRUSTED CONCRETE OR OTHER CONTAMINATING MATERIALS SUCH AS PRESERVATIVES. ENCASING MATERIAL SHALL BE FREE FROM CUTS, TEARS OR WEAK PLACES AND SHALL HAVE A LIFE SPAN GREATER THAN 6 MONTHS. COMPOST FILLER SHALL MEET THE MATERIAL REQUIREMENTS AS SPECIFIED BY THE GOVERNING AGENCY.
2. PLACE WATTLES IN SHALLOW TRENCHES EXCAVATED ALONG SLOPE CONTOURS. BEGIN WATTLE INSTALLATION AT THE BOTTOM OF THE SLOPE AND WORK UP. CONSTRUCT TRENCHES AT CONTOUR INTERVALS OF 25' AND 300' APART DEPENDING ON STEEPNESS OF SLOPE. THE STEEPER THE SLOPE, THE CLOSER TOGETHER THE TRENCHES (SEE WATTLE SPACING TABLE). IT IS CRITICAL THAT THE WATTLES ARE INSTALLED PERPENDICULAR TO WATER MOVEMENT AND PARALLEL TO THE SLOPE CONTOUR.
3. WATTLES SHALL BE INSPECTED REGULARLY AND AFTER EACH RAINFALL TO ENSURE THAT THEY ARE THOROUGHLY ENTRENCHED, INTACT WITH THE SOIL AND FUNCTIONING PROPERLY. DAMAGED WATTLES SHALL BE REPAIRED OR REPLACED TO WORKING ORDER. ALSO INSPECT THE SLOPES AFTER EACH SIGNIFICANT STORM EVENT FOR EROSION, AND ANY RILLS OR GULLIES SHALL BE REPLACED AND REPAIRED IMMEDIATELY.
4. THE TRENCH SHOULD BE DEEP ENOUGH TO ACCOMMODATE HALF THE THICKNESS OF THE WATTLE.
5. THE TRENCH SPOIL SHALL BE STORED IN THE STOCKPILE OR HAULED TO AN APPROVED LOCATION OFFSITE.
6. LAY THE WATTLE WITHIN THE TRENCH AND FIT IT TIGHTLY AGAINST THE SOIL TO ELIMINATE GAPS BETWEEN THE SOIL AND THE WATTLE.
7. USE A STRAIGHT BAR TO DRIVE HOLES THROUGH THE WATTLE AND INTO THE SOIL. DRIVE THE STAKE THROUGH THE PREPARED HOLE INTO THE GROUND. LEAVE ONLY 1 INCH TO 2 INCHES OF STAKE EXPOSED ABOVE THE ROLL. INSTALL STAKES AT LEAST EVERY 4 FEET APART THROUGH THE WATTLE. ADDITIONAL STAKES MAY BE DRIVEN ON THE DOWNSLOPE SIDE OF THE TRENCHES ON HIGHLY EROSION OR VERY STEEP SLOPES.
8. SEDIMENT SHALL BE REMOVED FROM THE WATTLE UPGRADEMENT SIDE WHEN IT HAS REACHED ONE THIRD THE EXPOSED HEIGHT OF THE WATTLE. SEDIMENT SHALL BE STORED IN THE STOCKPILE.
9. RESEED OR REPLANT VEGETATION IF NECESSARY UNTIL THE SLOPE IS STABILIZED.
10. AFTER THE SURROUNDING AREAS HAVE BEEN STABILIZED AND THE PROJECT IS APPROVED BY PACIFICORP, THE WATTLES AND STAKES SHALL BE REMOVED COMPLETELY AND HAULED TO AN APPROVED LOCATION OFFSITE. THE EXPOSED TRENCH AREAS SHALL BE LEVELED, SEEDDED, AND MULCHED.

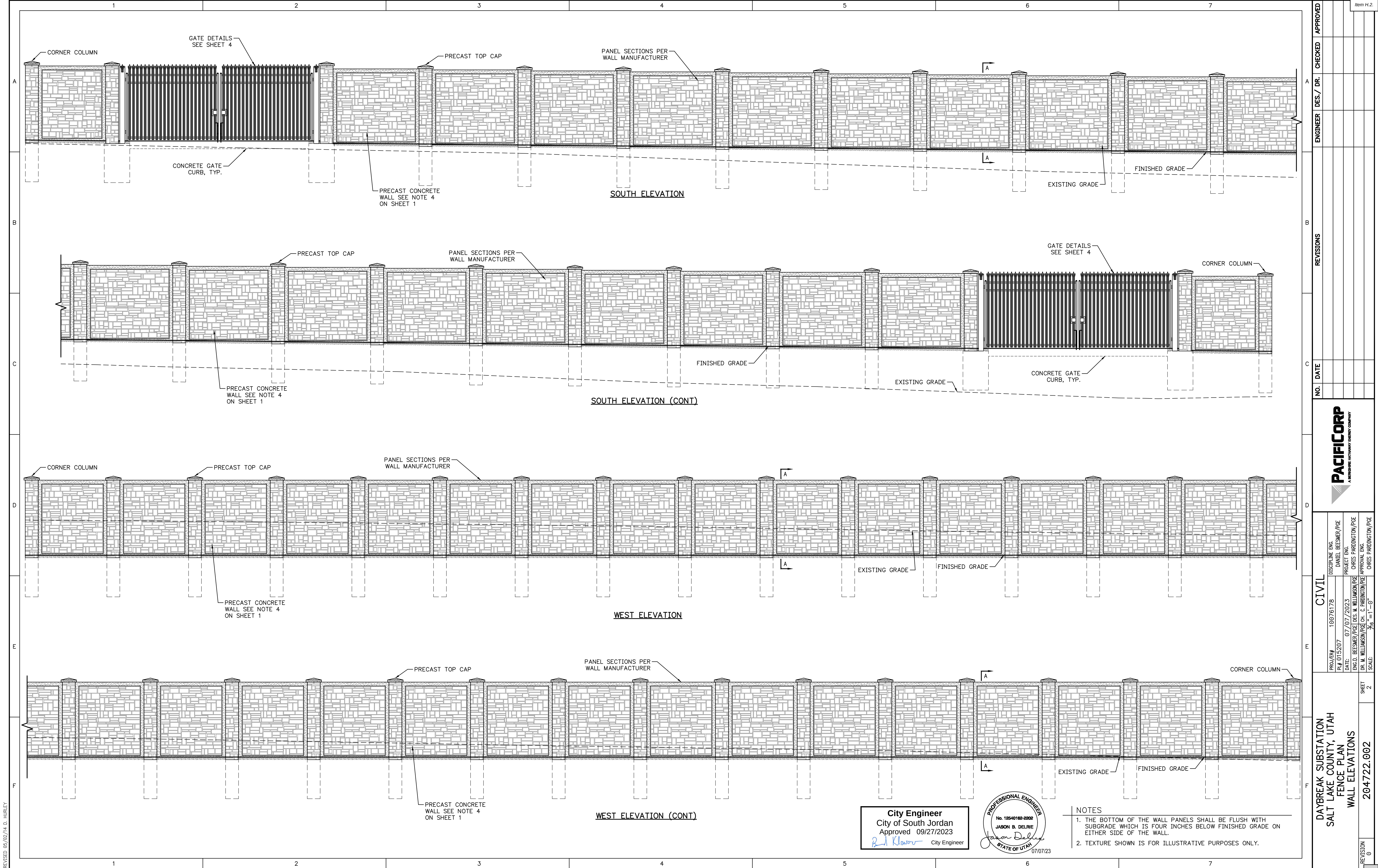
City Engineer
City of South Jordan
Approved 09/27/2023
Bud Klawns City Engineer

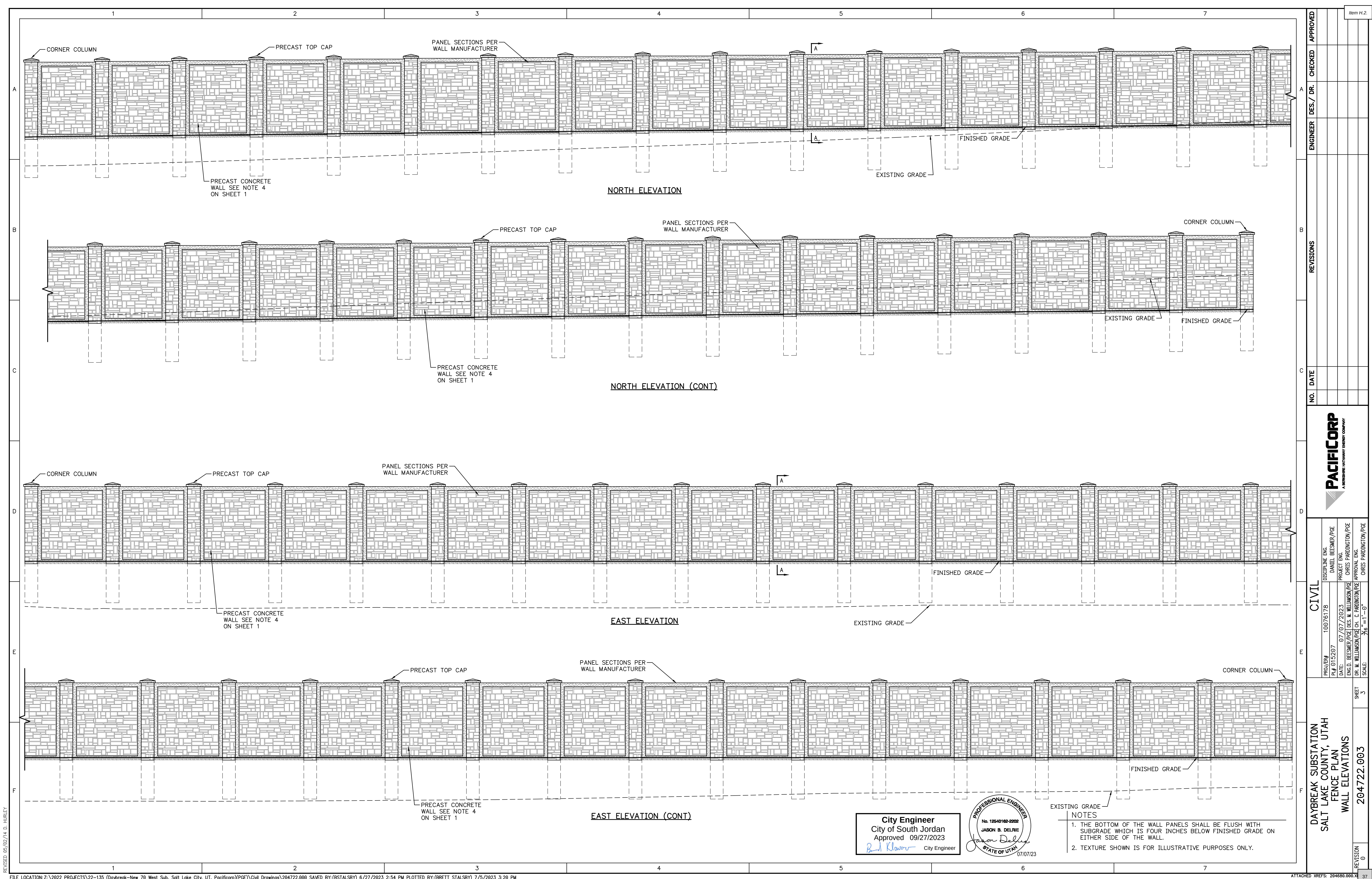




- ## NOTES
1. MORE THAN THE MINIMUM OF ONE FASTENER PER SQUARE YARD MAY BE REQUIRED DUE TO CONDITIONS SUCH AS BLANKET COMPOSITION, SOIL TYPE, SURFACE UNIFORMITY, AND SLOPE STEEPNESS.
 2. FASTENERS SHALL BE PER MATTING MANUFACTURER.
 3. THE SLOPE RATING OF THE BLANKET, AS SPECIFIED BY THE MANUFACTURER, SHALL BE APPROPRIATE FOR THE INTENDED SLOPE. TEMPORARY EROSION CONTROL BLANKETS, HAVING AN OPEN AREA OF 60 PERCENT OR GREATER, MAY BE INSTALLED PRIOR TO SEEDING. BLANKETS LESS THAN 60 PERCENT OPEN SPACE SHALL BE INSTALLED IMMEDIATELY FOLLOWING THE SEEDING AND FERTILIZING OPERATION.
 4. EROSION CONTROL BLANKETS PROTECT SOIL FROM RUN-OFF AND SHEET EROSION UNTIL PERMANENT VEGETATION IS ESTABLISHED. ORGANIC BLANKETS ARE MADE OF JUTE, STRAW, WOOD SHAVINGS, COCONUT FIBER (COIR), OR VARIOUS COMBINATIONS OF EACH. CONSULT THE PROJECT ENGINEER TO DETERMINE THE INTENDED LONGEVITY OF THE MATTING.
 5. SLOPED SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS AND GRASS.
 6. APPLY LIME, FERTILIZER AND PERMANENT SEEDING PRIOR TO INSTALLING MATTINGS. TREE AND SHRUB PLANTING SHALL OCCUR AFTER INSTALLING MATS.
 7. LAY MATS LOOSELY AND STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH THE MATS TIGHT. ALLOW THE MATS TO ROLL TO MOLD TO ANY IRREGULARITIES.
 8. STAPLE AND ANCHOR MATTING PER THE DETAILS ABOVE OR PER MANUFACTURERS SPECIFICATIONS.
 9. WHEN ENCOUNTERING NON-COHESSIVE SOIL, CONTRACTOR SHALL USE LONGER STAPLES.
 10. REPAIR ANY DAMAGED AREAS OF THE MAT AND STAPLE INTO THE GROUND ANY AREAS NOT IN CLOSE CONTACT WITH THE GROUND SURFACE.
 11. PROVIDE CHECK SLOTS PER MANUFACTURERS RECOMMENDATIONS.
 12. ROLL ENDS MAY BE SPLICED IN A CHECK SLOT.

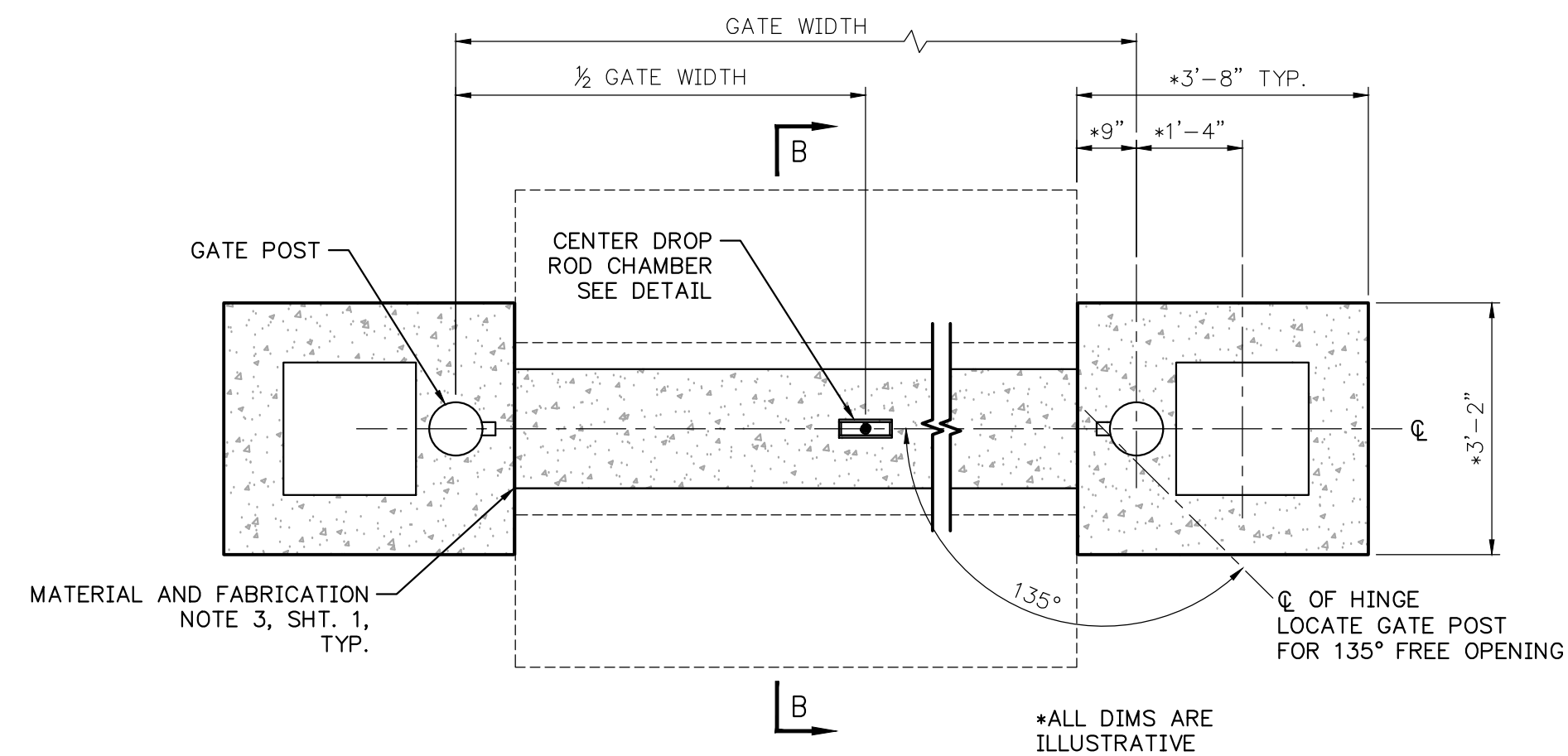
DAYBREAK SUBSTATION SALT LAKE COUNTY, UTAH GRADING PLAN EROSION CONTROL DETAILS		CIVIL				NO. DATE		REVISIONS		A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R		S		T		U		V		W		X		Y		Z		AA		AB		AC		AD		AE		AF		AG		AH		AI		AJ		AK		AL		AM		AN		AO		AP		AQ		AR		AS		AT		AU		AV		AW		AX		AY		AZ		BA		BB		BC		BD		BE		BF		BG		BH		BI		BJ		BK		BL		BM		BN		BO		BP		BQ		BR		BS		BT		BU		BV		BW		BX		BY		BZ		CA		CB		CC		CD		CE		CF		CG		CH		CI		CJ		CK		CL		CM		CN		CO		CP		CQ		CR		CS		CT		CU		CV		CW		CX		CY		CZ		DA		DB		DC		DD		DE		DF		DG		DH		DI		DJ		DK		DL		DM		DN		DO		DP		DQ		DR		DS		DT		DU		DV		DW		DX		DY		DZ		EA		EB		EC		ED		EE		EF		EG		EH		EI		EJ		EK		EL		EM		EN		EO		EP		EQ		ER		ES		ET		EU		EV		EW		EX		EY		EZ		FA		FB		FC		FD		FE		FF		FG		FH		FI		FJ		FK		FL		FM		FN		FO		FP		FQ		FR		FS		FT		FU		FV		FW		FX		FY		FZ		GA		GB		GC		GD		GE		GF		GG		GH		GI		GJ		GK		GL		GM		GN		GO		GP		GQ		GR		GS		GT		GU		GV		GW		GX		GY		GZ		HA		HB		HC		HD		HE		HF		HG		HH		HI		HJ		HK		HL		HM		HN		HO		HP		HQ		HR		HS		HT		HU		HV		HW		HX		HY		HZ		IA		IB		IC		ID		IE		IF		IG		IH		II		IJ		IK		IL		IM		IN		IO		IP		IQ		IR		IS		IT		IU		IV		IW		IX		IY		IZ		JA		JB		JC		JD		JE		JF		JG		JH		JI		JJ		JK		JL		JM		JN		JO		JP		JQ		JR		JS		JT		JU		JV		JW		JX		JY		JZ		KA		KB		KC		KD		KE		KF		KG		KH		KI		KJ		KK		KL		KM		KN		KO		KP		KQ		KR		KS		KT		KU		KV		KW		KX		KY		KZ		LA		LB		LC		LD		LE		LF		LG		LH		LI		LJ		LK		LL		LM		LN		LO		LP		LQ		LR		LS		LT		LU		LV		LW		LX		LY		LZ		MA		MB		MC		MD		ME		MF		MG		MH		MI		MJ		MK		ML		MN		MO		MP		MQ		MR		MS		MT		MU		MV		MW		MX		MY		MZ		NA		NB		NC		ND		NE		NF		NG		NH		NI		NJ		NK		NL		NM		NN		NO		NP		NQ		NR		NS		NT		NU		NV		NW		NX		NY		NZ		OA		OB		OC			
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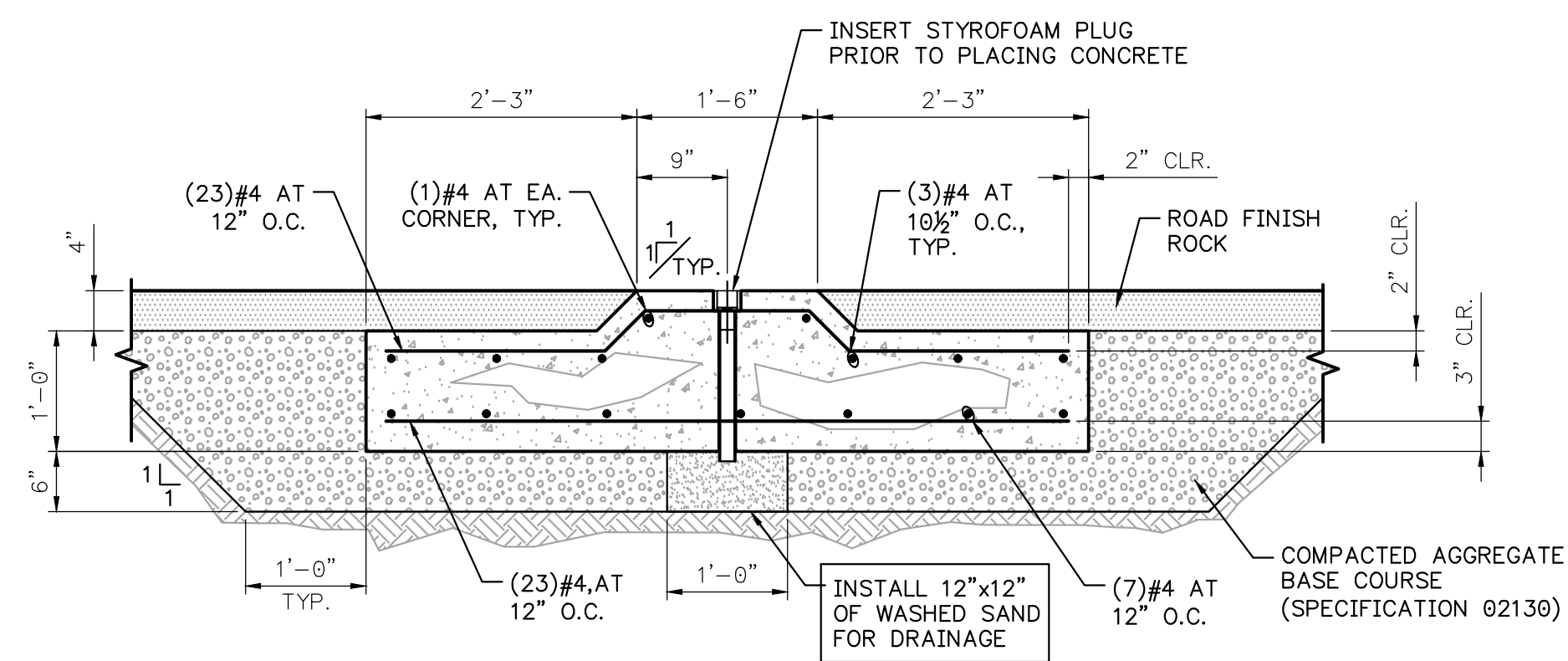


REVISED: 05/02/14 D. HURLEY

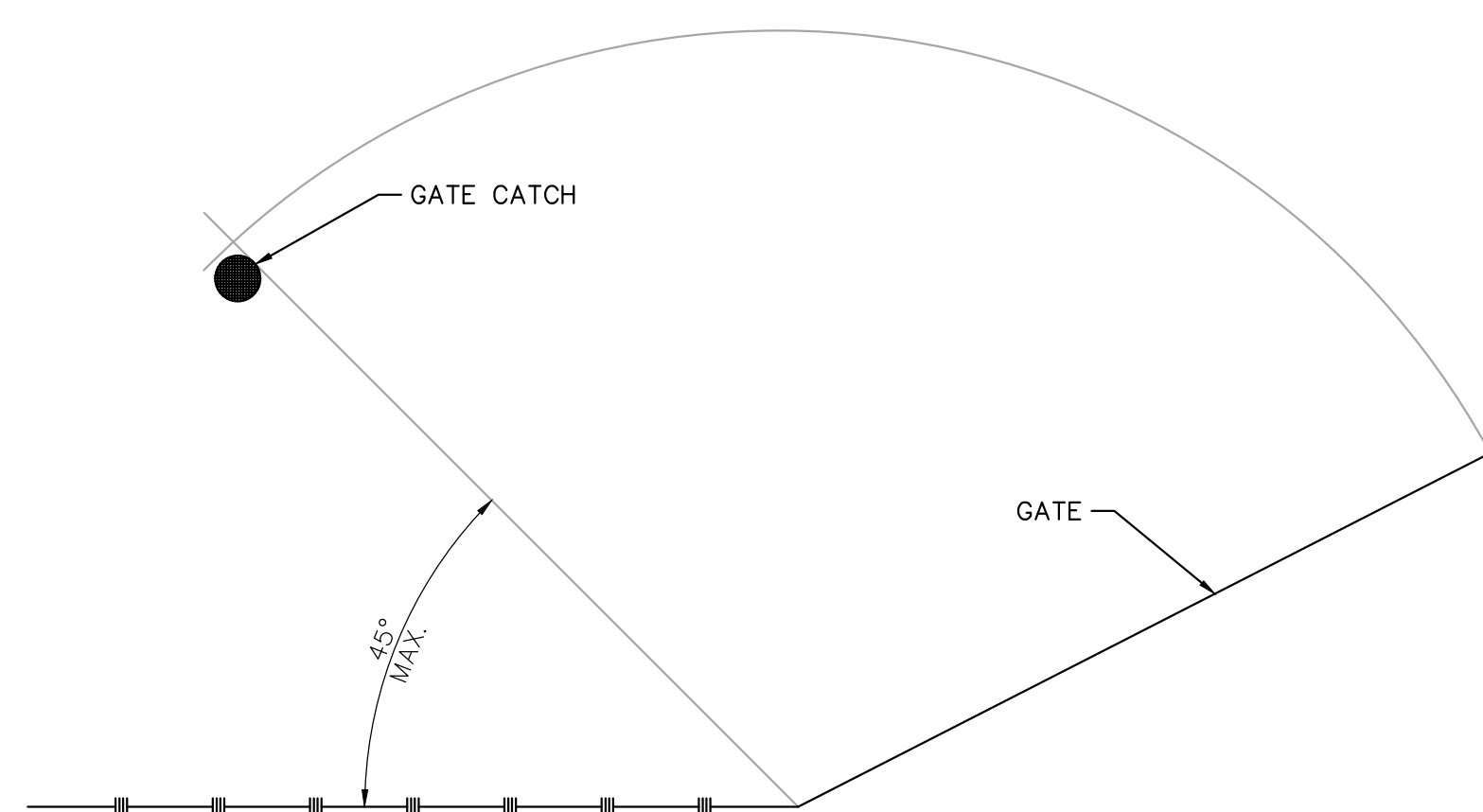
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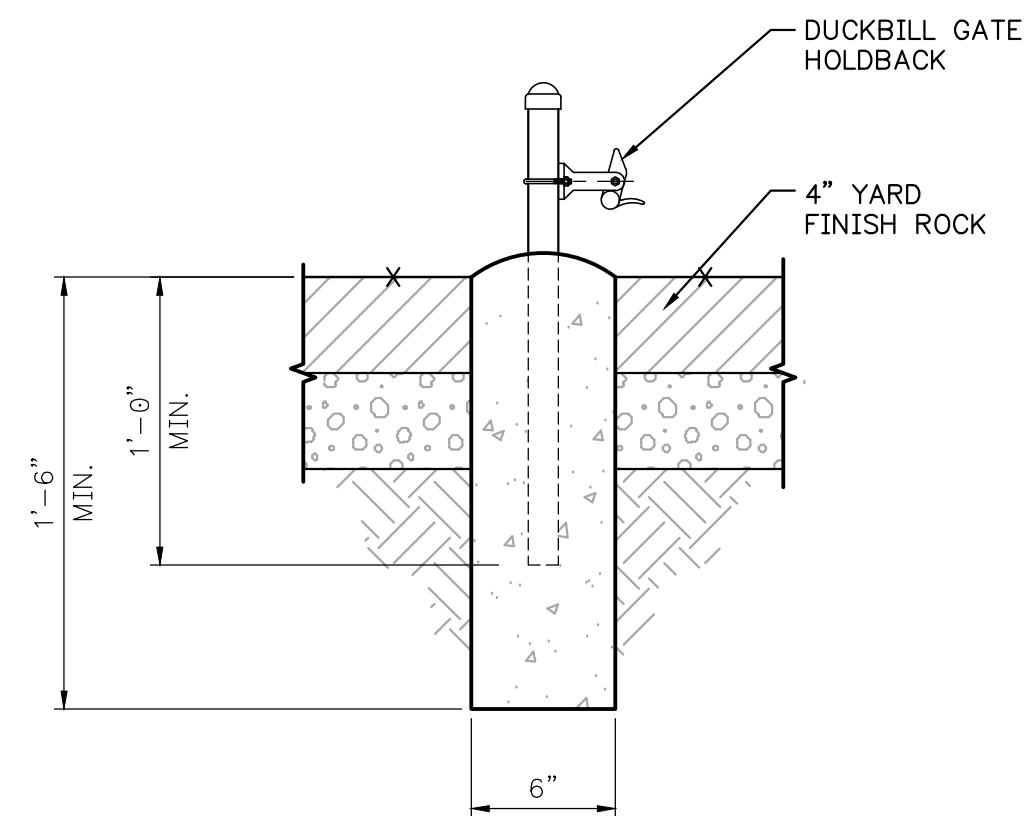
PLAN VIEW
DRIVE GATE CURB & FOOTINGS
SCALE: NONE



24'-0" PRIMARY DRIVE GATE CURB
SECTION B-B
SCALE: $\frac{3}{4}" = 1'-0"$



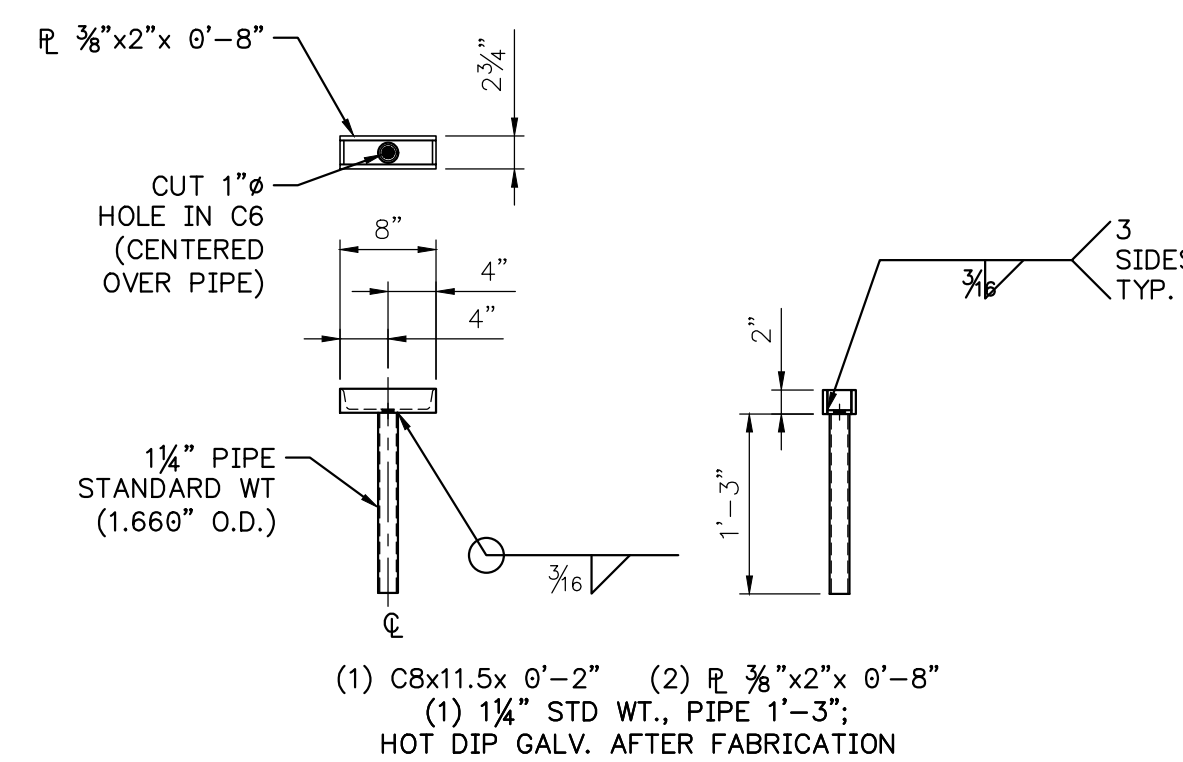
PLAN
SCALE: NONE



HOLD BACK COATED TO PREVENT
DAMAGE TO GATE FINISH

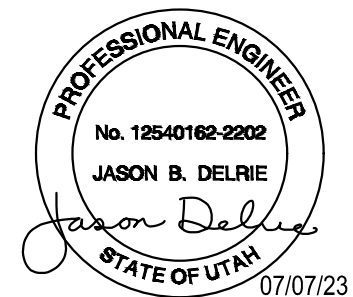
GATE HOLDBACK ASSEMBLY DETAIL

SCALE: 1½"=1'-0"



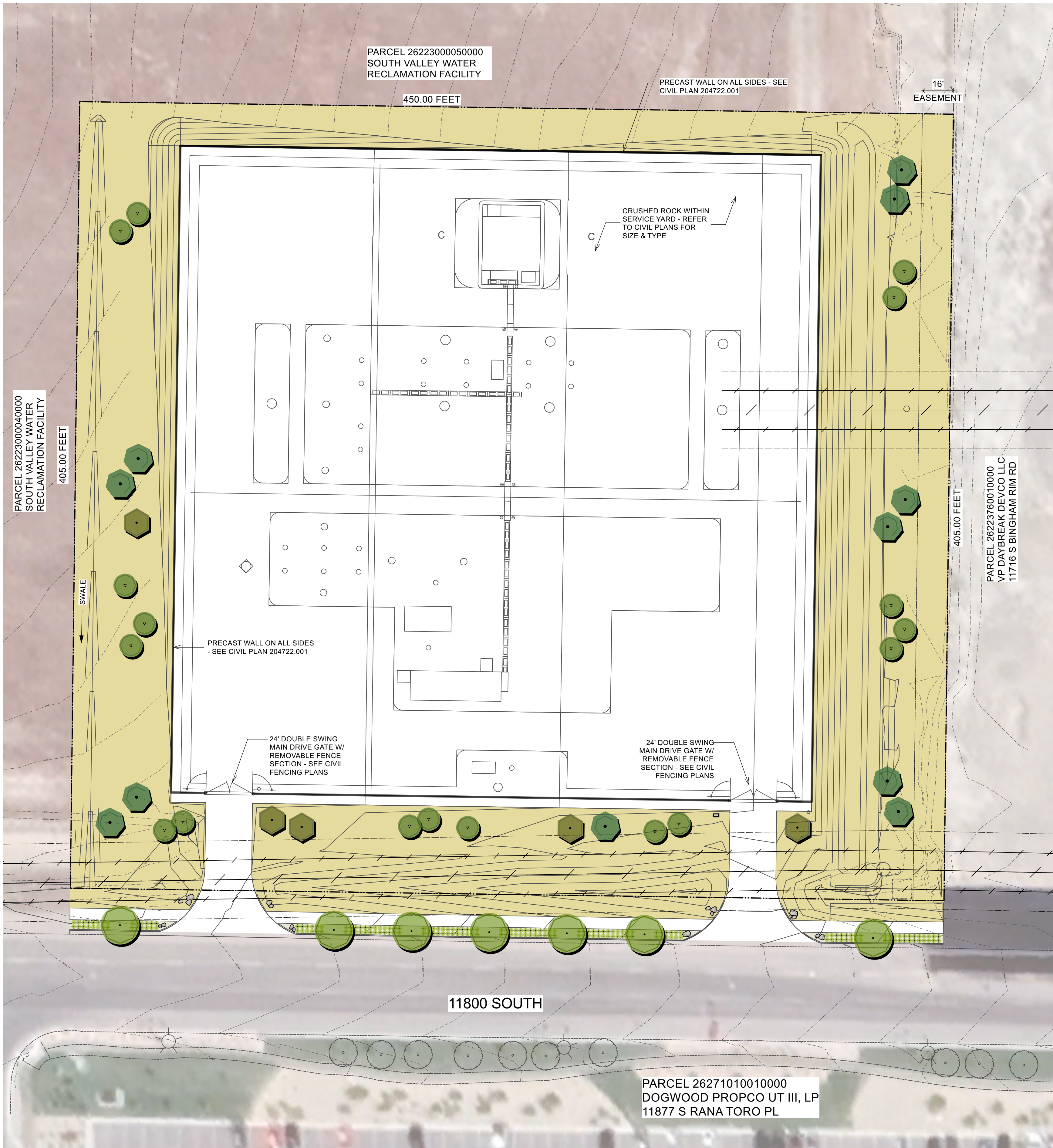
DROP ROD CHAMBER ASSEMBLY DETAIL
SCALE: $\frac{3}{4}" = 1'-0"$

City Engineer
City of South Jordan
Approved 09/27/2023
Bud Klawns City Engineer



- | GENERAL CONCRETE NOTES | |
|------------------------|---|
| 1. | ALL CONCRETE SHALL HAVE A MINIMUM STRENGTH f_c' OF 4,000 PSI AT 28 DAYS WITH 6% $\pm$ 1% ENTRAINED AIR. |
| 2. | SEE CONCRETE SPECIFICATION SECTION 03100 FOR DETAILED CONCRETE REQUIREMENTS. |
| 3. | ALL REINFORCING STEEL SHALL BE DEFORMED NEW BILLET STEEL CONFORMING TO ASTM A615 GRADE 60. |
| 4. | TOOL EDGE ALL 90 DEG. HORIZONTAL & VERTICAL CORNERS TO 6 INCHES BELOW FINISHED GRADE. |
| 5. | TIE WIRE SHALL BE #18 GAUGE MINIMUM. |
| 6. | ALL REINFORCING STEEL SHALL BE FABRICATED IN ACCORDANCE WITH THE 2004 ACI DETAILING MANUAL. |
| 7. | MINIMUM REINFORCING COVER SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE:
CONCRETE CAST AGAINST EARTH.....3"
ALL OTHER SURFACES.....2" |

F		D		C		B		A	
		NO.		DATE		REVISIONS		ENGINEER	DES./ DR.
DAYBREAK SUBSTATION SALT LAKE COUNTY, UTAH FENCE PLAN CONCRETE DETAILS 204722.005		CIVIL							
		PROJ./P# 10076178	DISCIPLINE ENG. DANIEL BESMER/P#E						
		P# 0152007	PROJECT ENG. CHRIS PARDING/P#E						
		DATE: 07/07/2023	ENG.D: BECKNEY/P#E DES. M. WILLIAMSON/P#E						
		DR. M. WILLIAMSON/P#E CH. C. PARDING/P#E	APPROVAL ENG. CHRIS PARDING/P#E						
REVISION 0	SHEET 5	SCALE: AS NOTED							



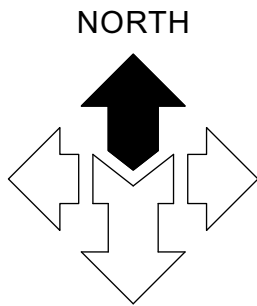
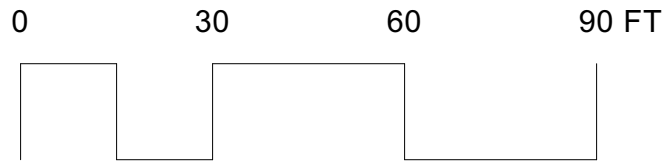
AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.

Call Before Dig

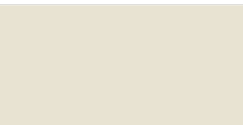
1-800-862-4111

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.



LANDSCAPE SCHEDULE

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	DETAIL	
DECIDUOUS TREES						
	7	LAVELLE HAWTHORN	CRATAEGUS x LAVALLEI	2" CAL.	A/L5.01	
	17	SINGLE LEAF ASH	FRAXINUS ANOMALA	20 GAL. CONTAINER, CLUMP	A/L5.01	
EVERGREEN TREES						
	11	ROCKY MOUNTAIN JUNIPER	JUNIPERUS SCOPULORUM	7' HT.	B/L5.01	
	5	SINGLE-LEAF PINYON PINE	PINUS MONOPHYLLA	7' HT.	B/L5.01	
ORNAMENTAL GRASSES						
	188	ATLAS FESCUE	FESTUCA MAIREI	1 GAL.	E/L5.01	
SYMBOL	QTY.	DESCRIPTION	INSTRUCTIONS	SIZE	SOURCE	DETAIL
CRUSHED ROCK						
	1,656 S.F.	"COPPER CANYON" CRUSHED ROCK	INSTALLED A MINIMUM 3" DEEP. INSTALL OVER DEWITTS PRO 5 WEED BARRIER FABRIC. CRUSHED ROCK SHALL BE FREE OF DIRT & OTHER FOREIGN DEBRIS.	1-1/2" DIAMETER	ONE SOURCE MATERIALS (385) 447-9374 OR APPROVED EQUAL	C/L5.01
BOULDERS						
	17 S.F.	"BROWNS CANYON" BOULDERS	BURY 1/3 THE DEPTH OF THE BOULDER INTO FINISH GRADE. DO NOT USE BOULDERS THAT ARE LESS THAN 24" DIAMETER. BOULDER SHALL BE WASHED AND FREE OF DIRT AND OTHER FOREIGN DEBRIS	2'-4"	ONE SOURCE MATERIALS, (385) 447-9374 OR APPROVED EQUAL	D/L5.01

NATIVE HYDRO-SEED MIX

SYMBOL	QTY.	TYPE	COMMON NAMES	BOTANICAL NAMES	PLS/1,000 S.F.
		GRASS	MOUNTAIN BROME	BROMUS MARGINATUS	7.50
		GRASS	SLENDER FESCUE	ELYMUS TRACHYCAULUS SSP. TRACHYCAULUS	6.25
		GRASS	SANDBERG BLUEGRASS	POA SECUNDA SSP. SANDBERGII	1.25
		GRASS	BIG BLUEGRASS	POA SECUNDA SSP. AMPLA	1.25
		GRASS	SHEEP FESCUE	FESTUCA OVINA	1.25
		GRASS	WESTERN WHEATGRASS	PASCOPYRUM SMITHII	5.00
		GRASS	BLUEBUNCH WHEATGRASS	PSEUDOROEGNERIA SPICATA SSP. SPICATA	2.50
		SHRUB	BASIN BIG SAGEBRUSH	ARTEMESIA TRIDENTATA SSP. TRIDENTATA	0.10
		SHRUB	RUBBER RABBITBRUSH	ERICAMERIA NAUSEOSA	0.10
		SHRUB	GREEN MORMON TEA	PHEDRA VIRIDIS	0.50
					22.70

NATIVE SEEDING NOTES

- 2H-1V MAXIMUM SLOPE WITHIN ALL NATIVE GRASS HILLSIDE AREAS. INSTALL AN EROSION CONTROL BLANKET ON SLOPES STEEPER THAN 3:1. EROSION CONTROL BLANKET SHALL BE "AEC PREMIUM COCONUT" FROM AMERICAN EXCELSIOR COMPANY, (800) 777-7645 OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER SPECIFICATIONS AND DETAILS.
- HYDRO-SEEDED SPECIALITY SEED MIX TO BE USED AT THE RATES SHOWN IN THE PLANTING LEGEND. SEED SHALL BE WEED FREE, FRESH, RE-CLEANED, GRADE A, NEW CROP. HYDRO-MULCH SHALL CONSIST OF CELLULOSE WOOD FIBER WITH NOW GROWTH OR GERMINATION INHIBITING FACTORS, DYED GREEN, QUALITY STANDARD "SOILGUARD" BY MAT INC. FLOODWOOD, MN WWW.MATINC.BIZ.
- TRACKIFIER TO BIND SOIL AND MUCH TOGETHER SHALL BE USED. ACCEPTABLE TACKIFIERS ARE: "AM-TAC" BY AZ-TAC PRODUCTS INC. OR "SOIL SEAL" BY TRANS WESTERN CHEMICALS INC., PICO RIVERA, CA., OR APPROVED EQUAL.
- APPLY HYDRO MULCH AT RATE OF 1,800 LBS. PER ACRE. FUNGICIDE SHALL BE APPLIED AT RATES RECOMMENDED BY MANUFACTURER. 16-20-0 FERTILIZER SHALL BE APPLIED AT RATE OF 10 LBS. PER 1,000 S.F. ADD BIDDER AT RATES RECOMMENDED BY MANUFACTURER WHERE SLOPES ARE 5:1 AND OVER, AND IN ALL OTHER AREAS BETWEEN THE 1ST OF OCTOBER AND 31ST OF MARCH.
- FINAL GRADE OF SOIL AFTER SEEDING OF NATIVE PLANT AREAS IS COMPLETE SHALL BE ONE INCH BELOW TOP OF ADJACENT PAVEMENT OF ANY KIND. APPLY SPECIFIED SLURRY MIX WITH MACHINE CAPABLE OF CONTINUOUSLY MIXING SLURRY AND PROVIDING AN APPLICATION MEETING CONTRACT DOCUMENT REQUIREMENTS.
- HYDRO-MULCH SHALL FORM AN ABSORBATIVE MAT, BUT NOT A PLANT INHIBITING MEMBRANE, WHICH WILL ALLOW WATER TO PERCOLATE INTO UNDERLYING SOIL. IF FUNGICIDE HAS BEEN APPLIED WITH SLURRY MIX, MAKE A SECOND APPLICATION OF FUNGICIDE FOURTEEN (14) DAYS AFTER INITIAL APPLICATION.

GENERAL NOTE

- REFER TO SHEET L0.01 FOR DEMOLITION NOTES, COMMON EARTHWORK NOTES, TOPSOIL & GRADING NOTES, AND PLANTING NOTES.

Landscape requirements met by this plan.

SOUTH JORDAN CITY DATA

CH. 17.30: AGRICULTURAL ZONES		
CH. 16.30: WATER EFFICIENCY STANDARDS		
ZONED AS	AGRICULTURAL (A-1)	
TOTAL SITE AREA	3.98 AC. (173,250 S.F.) (DOES NOT INCLUDE FUTURE R.O.W. AREA)	
ON-SITE LANDSCAPE AREA	33,174 S.F. = 19% (DOES NOT INCLUDE FUTURE R.O.W. AREA)	
GENERAL:	REQUIRED	PROVIDED
	TREES - 1 PER 1,000 S.F. OF LANDSCAPE AREA REQUIRED EVERGREEN TREES (7" HT. MIN.) - 30% OF ALL REQUIRED TREES	33,174 S.F. / 1,000 = 33 33 x 40% = 13 16 = 48%
YARD AREAS:	FRONT YARD	30' MIN. YES
	SIDE YARD	10' MIN. YES
	REAR YARD	25' MIN. YES
PARKSTRIPS:	REQUIRED TREES - 1 PER 50' (EXCLUDING DRIVES)	345' / 50 = 7 7
	PLANT COVERAGE - 50% MIN.	55%

McNEIL ENGINEERING

Economic and Sustainable Designs, Professionals You Know and Trust

8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcnallengineering.com

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

PACIFICORP

DAYBREAK SUB-STATION

SOUTH JORDAN, UTAH

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 22657

DRAWN BY: TG

CHECKED BY: SS

DATE: MARCH 2023

PROPERTY NO:

LANDSCAPE PLANTING PLAN

L2.01

REVISIONS	
REV	DESCRIPTION

PROJECT NO:	22657
DRAWN BY:	TG
CHECKED BY:	SS
DATE:	MARCH 2023
PROPERTY NO:	

LANDSCAPE IRRIGATION PLAN

IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL	DETAIL
VALVES				
	DRIP CIRCUIT CONTROL VALVE	RAIN BIRD	XCZ-100-PRB-COM DRIP ZONE KIT WITH 100-PEB CONTROL VALVE AND BASKET FILTER WITH BUILT-IN PRV	F/L5.01
OTHER EQUIPMENT				
	IRRIGATION CONTROLLER	RAIN BIRD	TBOS-BT1LT BLUETOOTH BATTERY-OPERATED SINGLE STATION CONTROLLER	
	1" POINT OF CONNECTION			A/L5.02
	CONCRETE PAD FOR BACKFLOW PREVENTER			C/L5.02
PIPE				
	1" DRIP SUPPLY LINE		SCHEDULE 40 PVC PIPE WITH SCHEDULE 40 PVC FITTINGS. 1/2" RIGID DISTRIBUTION TUBING AND EMITTERS NOT SHOWN ON PLAN FOR GRAPHIC CLARITY.	I/L5.02
	1" MAIN LINE		SCHEDULE 40 PVC PIPE WITH SCHEDULE 80 PVC FITTINGS.	I/L5.02
	PIPE SLEEVE UNDER NEW PAVING		SCHEDULE 40 PVC	H/L5.02

EMITTER SCHEDULE

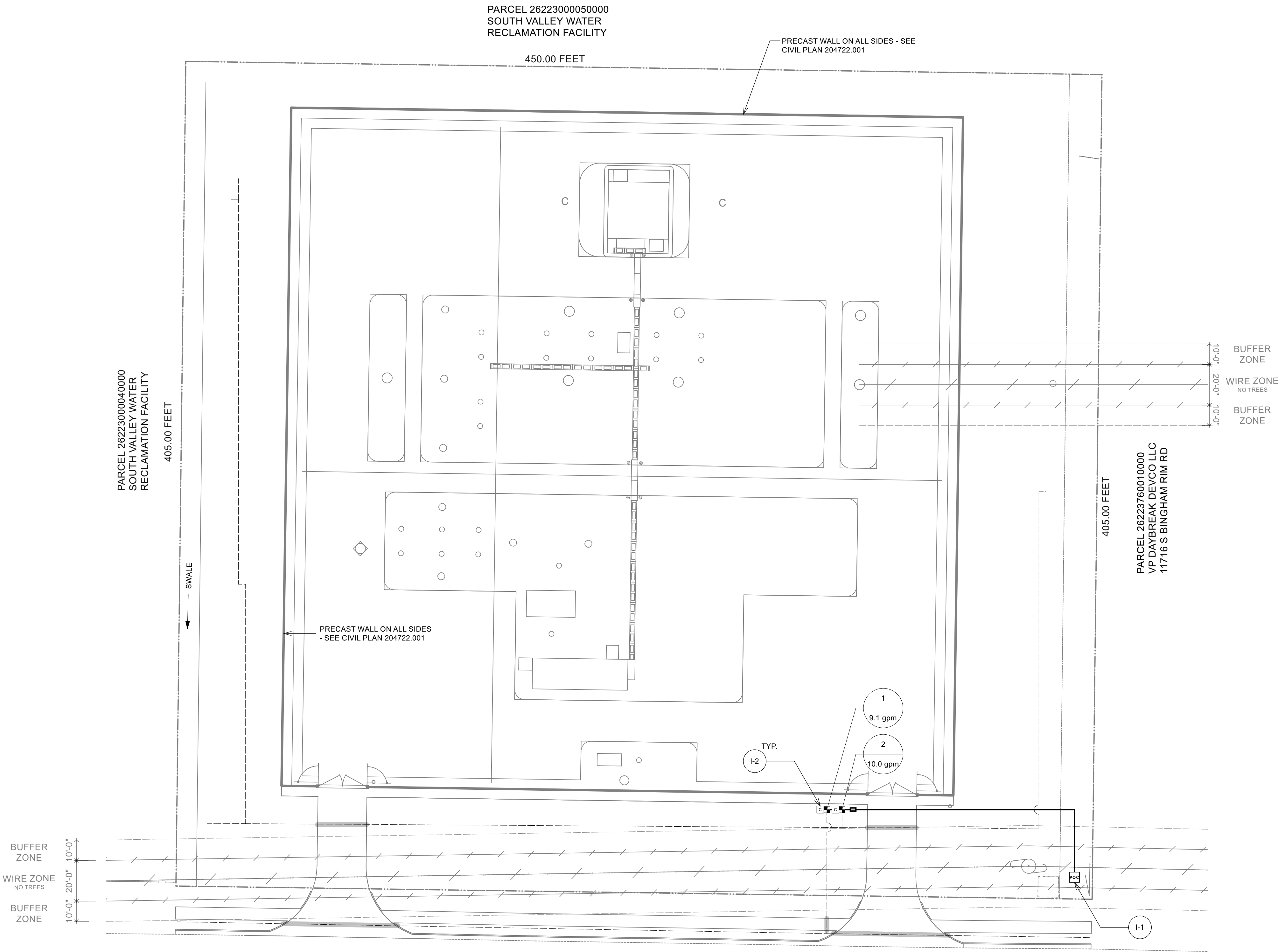
PLANT NAME	DRIP EMISSION DEVICE	DETAIL
LAVELLE HAWTHORN	(4) 6-GPH Emitter	H/L5.01
ROCKY MOUNTAIN JUNIPER	(2) 6-GPH Emitter	H/L5.01
SINGLE LEAF ASH	(4) 6-GPH Emitter	H/L5.01
SINGLE-LEAF PINYON PINE	(4) 6-GPH Emitter	H/L5.01
ATLAS FESCUE	(1) 2-GPH Emitter	G/L5.01

REFERENCE NOTES

- I-1. NEW 1" WATER METER TO BE INSTALLED TO SERVICE LANDSCAPE IRRIGATION
- I-2. INSTALL RAIN BIRD TBOS-BT1LT BLUETOOTH BATTERY-OPERATED SINGLE STATION CONTROLLER INCLUDING NECESSARY ACCESSORIES ONTO THE DRIP CIRCUIT CONTROL VALVE AS PER MANUFACTURER RECOMMENDATIONS AND DETAILS.

GENERAL NOTE

1. REFER TO IRRIGATION NOTES ON SHEET L0.01



11800 SOUTH

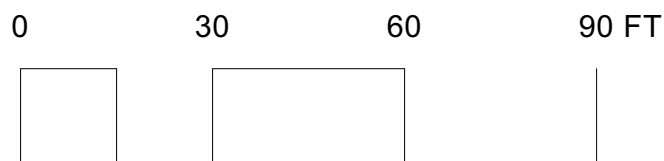
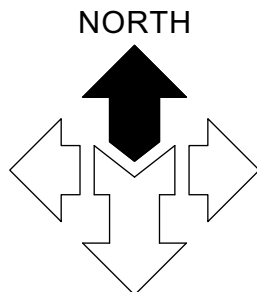
PARCEL 26271010010000
DOGWOOD PROPCO UT III, LP
11877 S RANA TORO PL

AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.

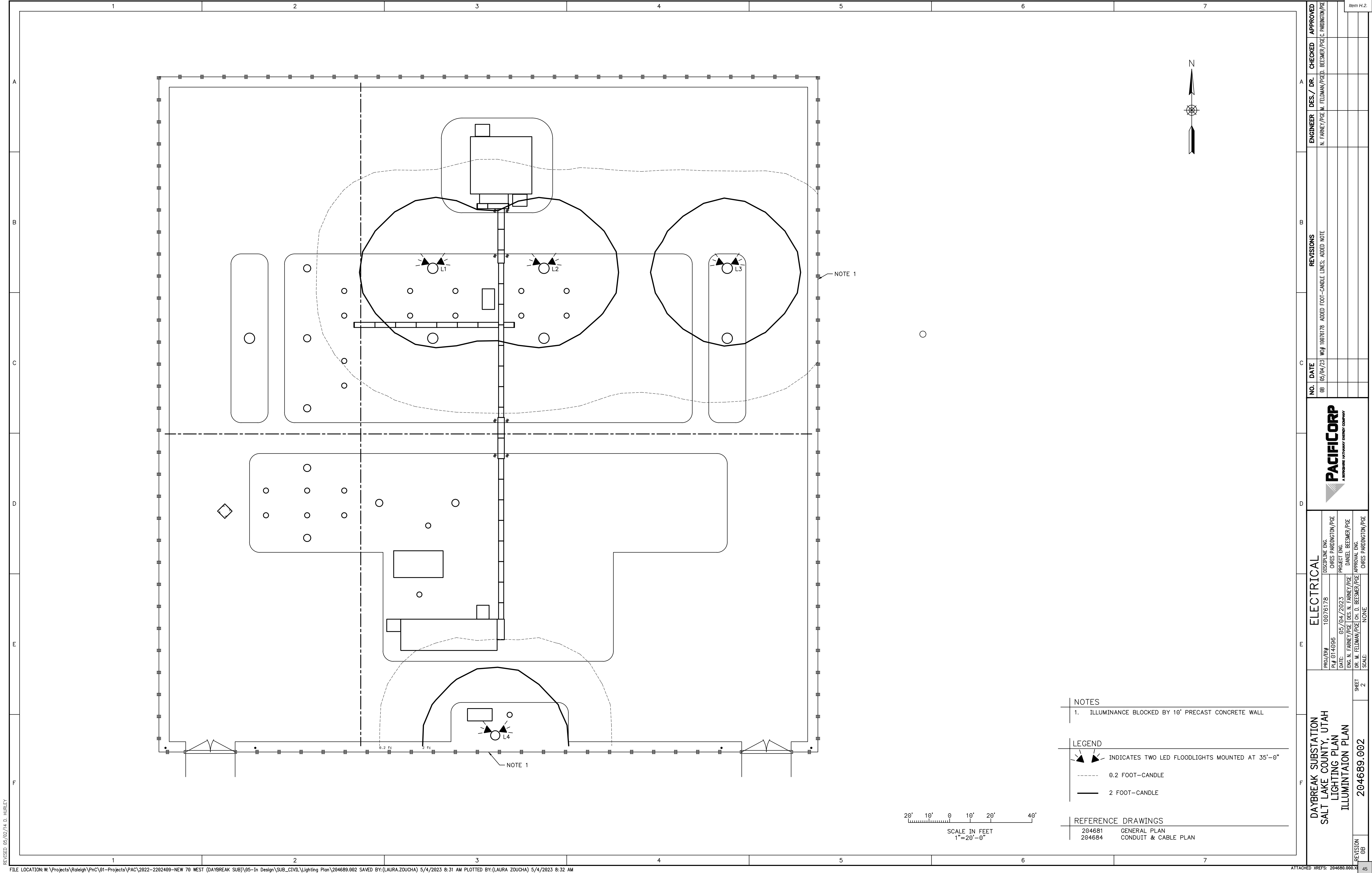
Call BEFORE YOU Dig 1-800-662-4111

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.



L5.01



REVISED: 05/02/14 D. HURLEY

SOUTH JORDAN

Contract Review and Approval

Contract Title/Description: Road Dedication Agreement with Rocky Mountain Power

Contractor/Vendor: NA
 Contract Begin Date: 09/25/2023
 Contract End Date: NA
 Account Number: NA
 Contract Price: \$328,978.00

Approved as to:

Content:

Chris Clinger

Chris Clinger (Sep 27, 2023 15:22 MDT)

Owner / Project Manager

Bid Summary Included: Yes ☐ N/A ☐ Emergency exception Document attached ☐

Payment remittance required Yes ☐ N/A ☐

Department Director:

Brad Klavano

Brad Klavano (Sep 27, 2023 16:23 MDT)

Name

Form:

Gregory Simonsen

Gregory Simonsen (Sep 27, 2023 16:41 MDT)

Attorney for the City

Budget:

Sunil Naidu

Sunil Naidu (Sep 27, 2023 16:51 MDT)

Finance Officer

Office of CM:

Don Tingey

Don Tingey (Sep 28, 2023 14:29 MDT)

Strategic Services Director

Assistant City Manager:

Jason Rasmussen

ACM

Original Received:

City Recorder:

Anna Christensen

City Recorder

Contract Number:

2023-0205

Retention:

GRS-1789 PERMANENT RETENTION

ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (“**Agreement**”) is entered into by and between the City of South Jordan (“**City**”) and PacifiCorp d/b/a Rocky Mountain Power (“**RMP**”). This Agreement shall be binding and effective as of the date all Parties affix their respective signatures below (“**Effective Date**”). City and RMP are sometimes referred to herein collectively as “**Parties**,” or individually as, a “**Party**.”

WHEREAS, RMP is the sole owner in fee simple of a certain parcel of real property located at approximately 7028 West 11800 South in the City of South Jordan, Utah, and more particularly described within Salt Lake County Parcel #26-22-300-007, approximately 4.184 acres (the “**Property**”);

WHEREAS, RMP desires to construct a substation (the “**Substation**”) on the Property and seeks approvals from the City for the Substation as described in more detail in Exhibit A.

WHEREAS, RMP is willing to dedicate a portion of the Property more particularly described on Exhibit B (the “**Dedicated Parcel**”) to the City and pay for certain improvements required for the road and right of way located on the Dedicated Parcel. These improvements are shown on the approved plans for the road and right of way on Exhibit C.;

WHEREAS, the City will install a new water line to the east of the Dedicated Parcel that will connect and extend onto the Dedicated Parcel. The City has agreed that this waterline will be located southeast of RMP’s existing transmission tower and will not be located any closer than where it is shown on Exhibit D.;

WHEREAS, the City has requested that RMP pay the City for improvements on the Dedicated Parcel instead of installing them because those improvements would be damaged when the City installs its waterline;

WHEREAS, the City has agreed to be solely responsible for all improvements as designed and shown on Exhibit C and located on the Dedicated Parcel;

WHEREAS, the City desires to construct a public road right of way on the Dedicated Parcel; and

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) Incorporation of Recitals and Exhibits. Each of the recitals set forth above, is hereby incorporated into this Agreement by this reference, and is made a part of this Agreement. Likewise, any exhibit referenced herein, or attached hereto, is made a part hereof.

2) Terms of Dedication and Construction.

- a) Within seven (7) days of the Effective Date, RMP shall dedicate to the City the road right of way described as the Dedicated Parcel as more particularly depicted in Exhibit B hereto. RMP shall also pay the City \$ 328,978.00 to fulfill RMP's obligation to pay for the cost of improvements on the Dedicated Parcel and shown on Exhibit C.
- b) Upon the dedication and payment referenced in Section 2.a., the City will be solely responsible for all improvements on the Dedicated Parcel and RMP shall have no further obligations related to the Dedicated Parcel.

3) Representations and Warranties.

- a) The City represents and warrants that: (a) the signatory on behalf of the City has the authority to bind the City to this Agreement; and (b) the City has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.
- b) RMP represents that: (x) the signatory on behalf of RMP has the authority to bind RMP to this Agreement; and (y) RMP has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement

4) Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs incurred in connection with the execution and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees, legal costs, and other collection fees and costs incurred by said prevailing Party in connection with the suit, both before and after judgment, in addition to any other relief to which such Party may be entitled.

5) Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective and properly allowed heirs, legatees, representatives, successors, transferees and assigns.

6) Further Assurances. The City and RMP mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

7) Assignment. No Party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement without the prior written consent of the non-assigning Party, which consent shall not unreasonably be withheld. Any purported assignment or delegation in violation of this Section 8 shall be null and will be considered a breach of this Agreement.

8) Force Majeure. No Party will be liable for any failure or delay in performing an obligation under this Agreement that is due solely to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials.

9) Amendments and Waivers. This Agreement may not be modified, amended, or terminated, except by an instrument in writing, signed by each Party hereto. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver

thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

- 10) Drafting and Voluntary Execution. The drafting and negotiation of this Agreement have been participated in by each Party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such Party. The Parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the Parties hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and that they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties hereto further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their own affiliates and agents, as well as any other of their own representatives or consultants, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other Party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of any other Party. Moreover, the headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.
- 11) Duplicate Originals. This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.
- 12) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules. Each Party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the courts of Utah County, in the State of Utah. Consequently, each Party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts. Each Party hereby waives, and agrees not to assert by way of motion, as a defense, counterclaim, or otherwise, in any action associated with this Agreement that: (a) any claim that it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to properly serve process; (b) it or its property is exempt or immune from jurisdiction of the aforementioned courts, or from any legal action commenced in said courts (whether before or after judgment); and (c) to the fullest extent allowed by law, that: (i) the action in any such court is brought in an inconvenient forum; (ii) the venue of any such action is improper; or (iii) this Agreement, or the subject matter hereof, may not be heard by said courts. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
- 13) Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, then, subject to the immediately following sentence, the remaining provisions of this Agreement shall nevertheless be construed, performed, and enforced as if the invalidated or

unenforceable provision had not been included in the text of the Agreement. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith (i) to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible, or (ii) develop a structure the economic effect of which is as nearly as possible the same as the economic effect of this Agreement without regard to such invalidity.

- 14) Third-Party Beneficiaries. This Agreement is not meant to create any rights or benefits (whether intended or incidental) for any third party. Only the named Parties hereto may enforce the terms and conditions of this Agreement.
- 15) Indemnification. The Parties shall indemnify, defend, and hold harmless the each other from and against any and all claims, liabilities, damages, and losses, including without limitation reasonable attorneys' fees and litigation expenses, including court costs and expert witness fees (collectively, "**Claims**"), due to any liability resulting in any way from that Party's performance of this Agreement.
- 16) Relationship. The Parties hereto acknowledge that the relationship among the Parties is not that of a partnership or joint venture, and that no Party shall be deemed or construed for any purpose to be the agent of any other.
- 17) Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.
- 18) Notice. All notices, requests, consents, waivers, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) if personally delivered, upon delivery or refusal of delivery; (b) if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; (c) if sent via facsimile or email, upon confirmation of transfer or delivery, as applicable, or (d) if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed as follows:

If to the City:

The City of South Jordan
 1600 W Towne Center Drive
 South Jordan, UT 84095
 Attn: Brad Klavano
 Email: BKlavano@sjc.utah.gov

If to RMP:

Rocky Mountain Power
 1407 West North Temple
 Salt Lake City, Utah 84116
 Attn: Property Management, Transactions
 Email: RMPTransactions@PacifiCorp.com

Or at such other address or addresses as the Party addressed may from time to time designate in writing pursuant to notice given in accordance with this Section.

WHEREFORE, the Parties voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

SIGNATURES

City:

THE CITY OF SOUTH JORDAN

By: 
Dustin Lewis (Oct 2, 2023 09:37 MDT)

Name: Dustin Lewis

Its: City Manager

Date: Oct 2, 2023

RMP:

**PACIFICORP D/B/A ROCKY
 MOUNTAIN POWER**

By: 

Name: Chris Spencer

Its: Managing Director, T&D Operations

Date: 9/25/2023

Exhibit A

(Design for Substation on the Property as of August 7, 2023)

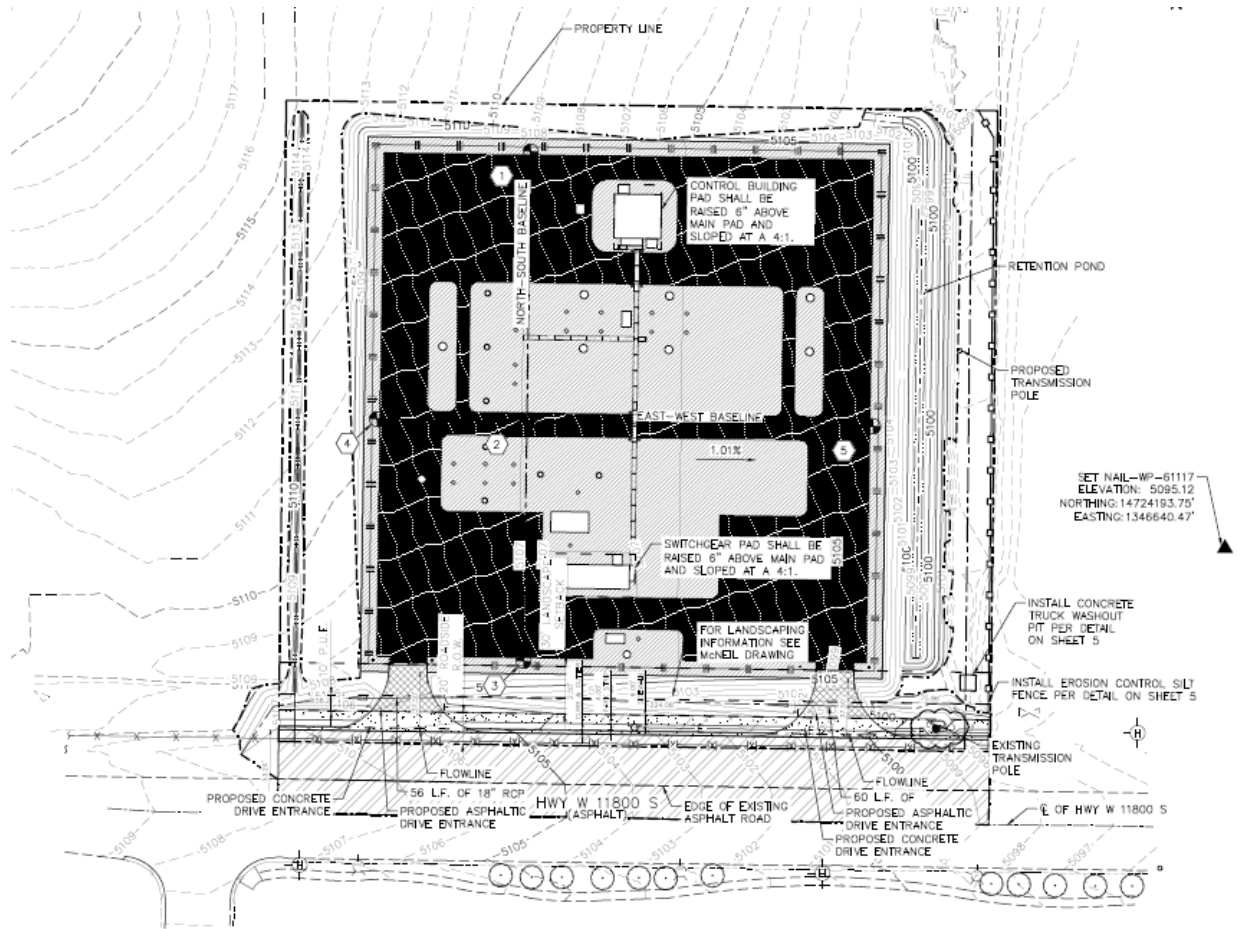


Exhibit B

(Dedicated Parcel Description)

Dedication Right of Way Area

A right of way over the south twenty (20) feet of the Grantor's land being twenty (20) north of and adjacent to the following described south boundary line of said Grantor's land:

Beginning at the southeast corner of the Grantor's land at a point 1287.4 feet east and 2618.3 feet south, more or less from the west one quarter corner of Section 22, T. 3 S., R. 2 W., S.L.M.; thence N.89°45'45"W. 450 feet, more or less, along the south boundary line to the southwest corner of said Grantor's land, being in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 22; containing 9,000.0 sq. ft., or 0.21 of an acre, more or less.

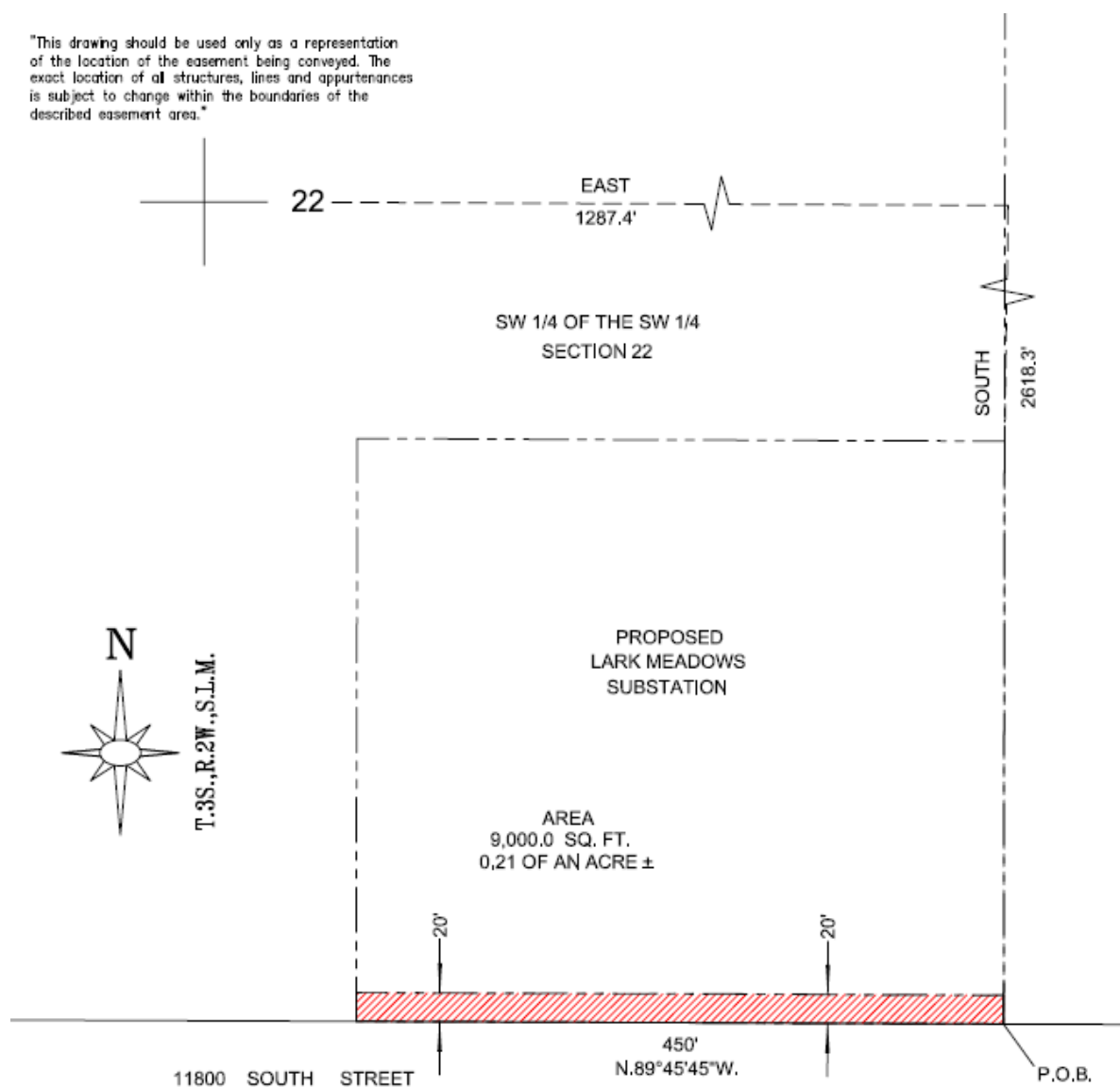


Exhibit C

(Roadway and Right of Way Design as of August 7, 2023, Approved by City)

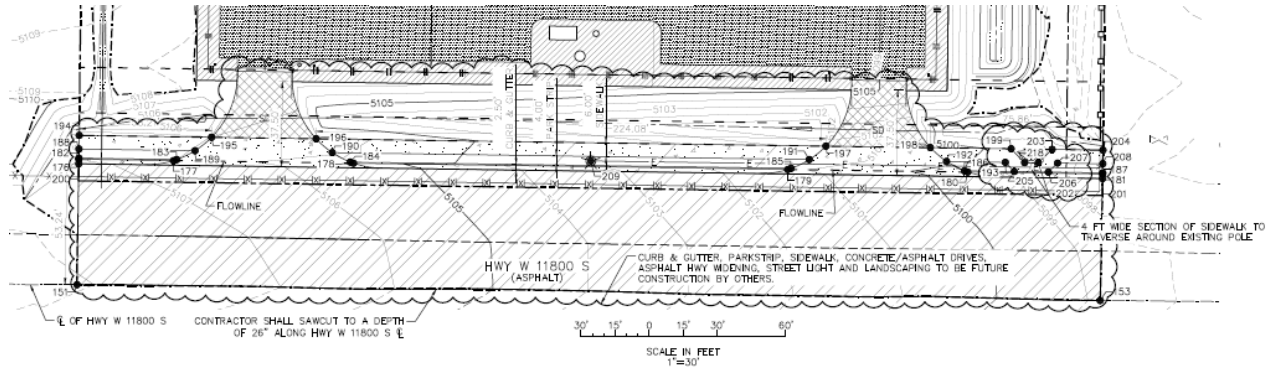
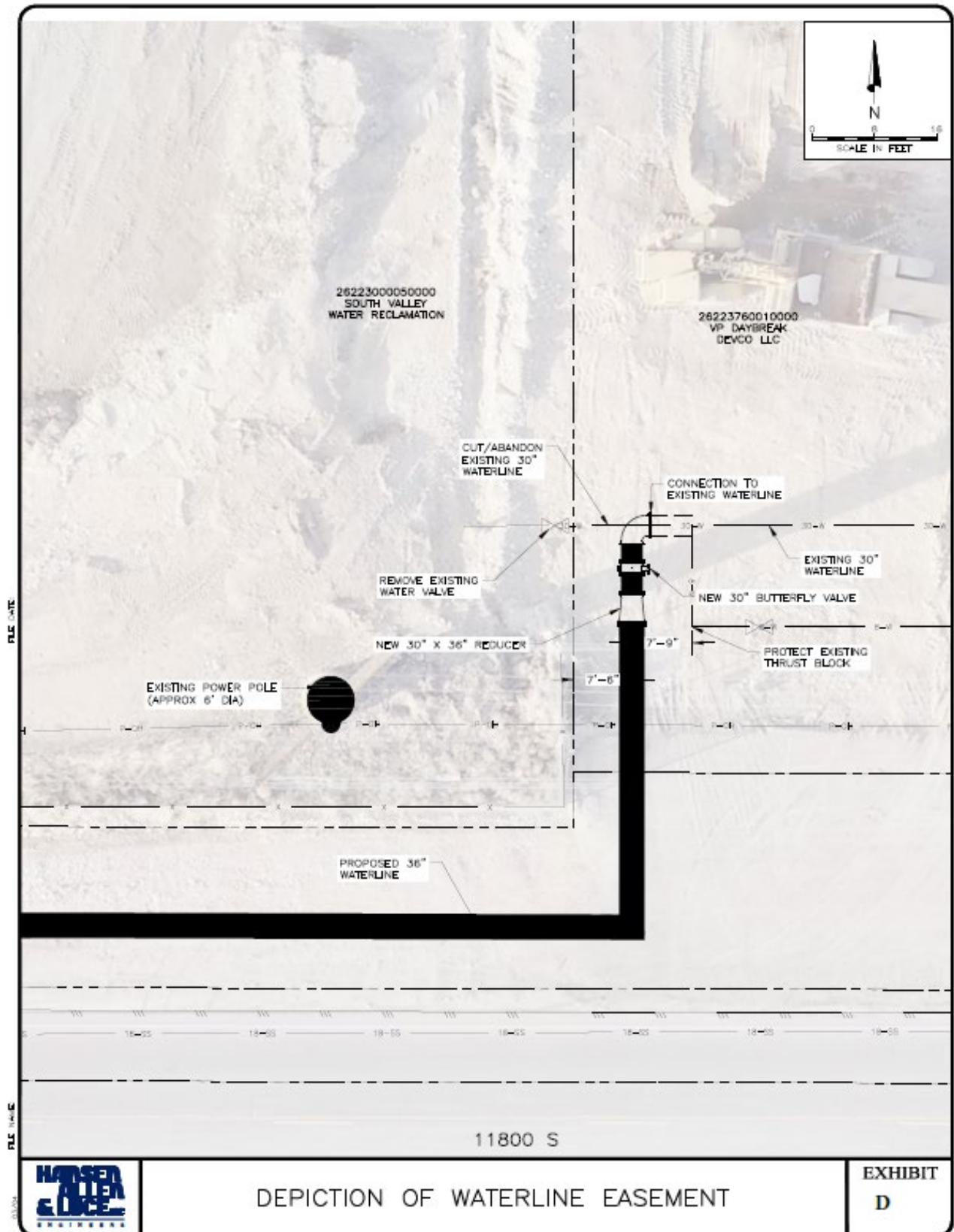


Exhibit D
(Preliminary plan for City's waterline)



Road Dedication Agreement with Rocky Mountain Power

Final Audit Report

2023-10-02

Created:	2023-09-27
By:	Becky Messer (rmesser@sjc.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVSR_3qPI4A4ZGAdec6ac8_JoN29Q3QmY

"Road Dedication Agreement with Rocky Mountain Power" History

-  Document created by Becky Messer (rmesser@sjc.utah.gov)
2023-09-27 - 8:41:34 PM GMT- IP address: 63.226.77.126
-  Document emailed to cclinger@sjc.utah.gov for signature
2023-09-27 - 8:44:34 PM GMT
-  Email viewed by cclinger@sjc.utah.gov
2023-09-27 - 9:22:26 PM GMT- IP address: 63.226.77.126
-  Signer cclinger@sjc.utah.gov entered name at signing as Chris Clinger
2023-09-27 - 9:22:57 PM GMT- IP address: 63.226.77.126
-  Document e-signed by Chris Clinger (cclinger@sjc.utah.gov)
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2023-09-27 - 10:23:22 PM GMT

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 Signer gsimonsen@sjc.utah.gov entered name at signing as Gregory Simonsen

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2023-09-28 - 8:29:35 PM GMT- IP address: 63.226.77.126

 Document e-signed by Don Tingey (dtingey@sjc.utah.gov)

Signature Date: 2023-09-28 - 8:29:37 PM GMT - Time Source: server- IP address: 63.226.77.126

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2023-09-28 - 8:29:39 PM GMT

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Signature Date: 2023-10-02 - 3:37:11 PM GMT - Time Source: server- IP address: 63.226.77.126

 Document emailed to Anna Crookston (acrookston@sjc.utah.gov) for signature

2023-10-02 - 3:37:13 PM GMT

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2023-10-02 - 3:39:11 PM GMT- IP address: 63.226.77.126

 Document e-signed by Anna Crookston (acrookston@sjc.utah.gov)

Signature Date: 2023-10-02 - 6:52:38 PM GMT - Time Source: server- IP address: 63.226.77.126

 Agreement completed.

2023-10-02 - 6:52:38 PM GMT

**SOUTH JORDAN CITY
PLANNING COMMISSION REPORT**

Meeting Date: 10/24/2023

Issue: THE MISSION CHURCH CONDITIONAL USE PERMIT AND SITE PLAN

Address: 10978 S. 2200 W.

File No: PLCUP202300061 and PLSPR202300057

Applicant: Jacob Iverson, Mountain West Architects

**Submitted by: Andrew McDonald, Assistant Planner
Shane Greenwood, Supervising Senior Engineer**

Staff Recommendation (Motion Ready):

1. I move that the Planning Commission **approve** the CUP application (PLCUP202300061) based on the findings and conclusion listed in this report and presented by City staff.
 2. I move that the Planning Commission **approve** the Site Plan application (PLSPR202300057) based on the findings and conclusion listed in this report and presented by City staff.
-

ACREAGE:	Approximately 2.53(acres)
CURRENT ZONE:	A-1 (Agricultural) & A-5 (Agricultural)
NEIGHBORING ZONES:	North – R-1.8 (Residential) & A-5
	South – A-5
	West – A-5
	East – A-5

STANDARD OF APPROVAL

CONDITIONAL USE REVIEW STANDARDS

A conditional use shall not be established or commenced without a conditional use permit approved by the Planning Commission or City Council in conformance with the requirements of City Code §17.18.050; and other pertinent laws and ordinances. Unless amended, revoked, or otherwise specified, the permit shall be indefinite and shall run with the land.

The Planning Commission shall approve a conditional use permit application if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed conditional use in accordance with applicable standards. The Planning Commission may deny a conditional use permit application if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards.

City Code §17.18.050 also provides standards for compliance and revocation:

1. A conditional use may be commenced and operated only upon:
 - a. Compliance with all conditions of an applicable conditional use permit;
 - b. Observance of all requirements of this title relating to maintenance of improvements and conduct of the use or business as approved; and
 - c. Compliance with all applicable local, State, and Federal laws.
2. A conditional use permit may be revoked by the City Council at any time due to the permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection I1 of this section.

SITE PLAN REVIEW STANDARDS

All proposed commercial, office, industrial, multi-family dwelling or institutional developments and alterations to existing developments shall meet the site plan review requirements outlined in chapter 16.24 and the requirements of the individual zone in which a development is proposed. All provisions of titles 16 & 17 of the City Code, and other city requirements, shall be met in preparing site plan applications and in designing and constructing the development. The Planning Commission shall receive public comment regarding the site plan and shall approve, approve with conditions or deny the site plan.

BACKGROUND:

The Mission Church is currently leasing space on the east side of the City and would like to relocate to the subject property. It recently purchased the subject property to renovate the existing barn structure into a church. The subject property involves two parcels. The largest parcel is currently zoned A-1, while the smaller parcel is currently zoned A-5.

When the City expanded and improved 2200 West roughly five years ago, it made the existing barn structure not conform to the current front setback requirements of the A-1 Zone. The structure's front setback from 2200 West is now roughly 18 feet. Because the expansion of the road caused this change in setback, under City Code § 17.04.140, the structure's setback is treated as if it is compliant as long as the structure is not expanded further into the setback. The applicant is not proposing to expand the structure into the setback.

STAFF FINDINGS, CONCLUSION & RECOMMENDATION

Findings:

- City Code §17.18.020 allows Churches (defined by City Code as a "Religious Assembly and Worship Use") in the A-1 zone via a conditional use permit.
- There currently exists a masonry fence along the frontage of 2200 West that is proposed to remain. The fence was allowed as part of the City's negotiation with the property

owner to expand 2200 West. In some areas there is a grade change between 2200 West and the property, and the fence acts as a retaining wall.

- The overall grade, from the Right-of-Way to the canal, is relatively flat. The grading plan shows that this grading will remain largely the same.
- The property is adjacent to the Utah Salt Lake Canal. The applicant is proposing to replace the existing agriculture rail fence, with a new six-foot-tall solid vinyl fence.
- The City would like to connect the culinary water line in 10950 South to 2200 West. As part of this approval, the applicant is granting the City a 15-foot-wide water line easement. Construction is anticipated to be in the early spring of 2024, and will require coordination with the Canal Company.
- The subject property currently has two existing access points off 2200 West. No new access points are proposed.
- City Code §16.26.040 requires that a church have at least one parking stall per 100 square feet of floor area. At least 118 parking stalls are required. The site plan proposes 119 parking stalls.
- Historically, stormwater and surface runoff has been discharging into the adjacent canal. This discharge systems is going to be capped and abandoned in place. Stormwater is proposed to be detained in a surface grade detention pond, with a small fraction discharged into the City's stormwater system. Engineering has reviewed and approved the proposed stormwater drainage plan.
- The Lighting Plan proposes lighting features that are fully shielded and complies with City Code.
- The Landscaping & Irrigation Plans comply with requirements of City Code. Ponderosa Pines are proposed along the west property line. City staff is confident that these trees will mature over time, and provide a buffer between the parking lot and the adjacent-residential subdivision to the west.
- Public Notices were mailed to recipients that own property within 300 feet of the property lines of the subject property.

Conclusion:

The application meets the standards of review listed above, and the requirements of City Code.

Recommendation:

Based on the findings and conclusion listed above, Staff recommends that the Planning Commission 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:

- Approve an amended application
- Deny the proposed application
- Schedule the application for a decision in the future

SUPPORT MATERIALS

- Existing Barn and Property
- Location Map
- Operations Plan
- Current Zoning Map
- Site Plan
- Existing & Proposed Floor Plans
- Grading Plan
- Fencing
- Water Easement
- Stormwater & Drainage
- Lighting Plan
- Landscaping & Irrigation Plans
- Public Mailing Notice of Hearing

Andrew McDonald

Andrew McDonald (Oct 18, 2023 14:58 MDT)

Andrew McDonald
Planner I

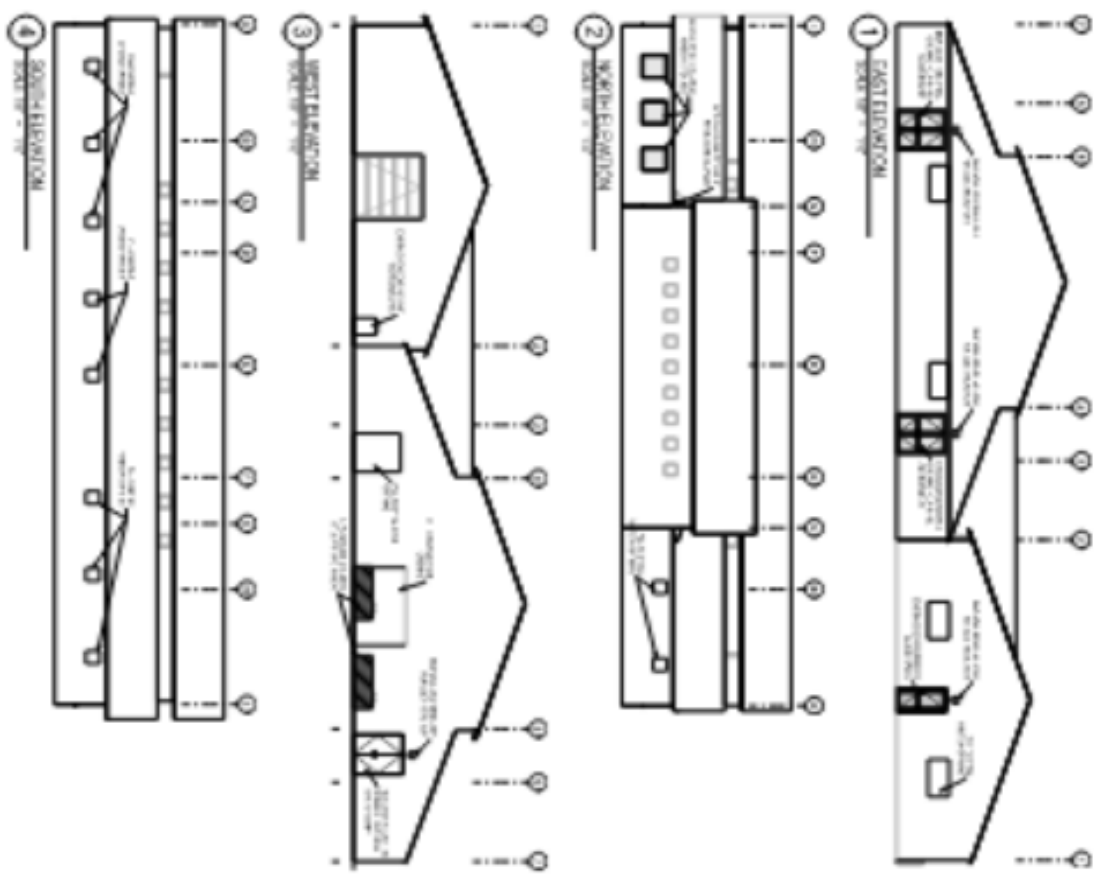
Brad Klavano

Brad Klavano (Oct 19, 2023 08:49 MDT)

Brad Klavano
City Engineer

Exhibit A: Existing Bldg & Property

Item H.3.



PRELIMINARY
DRAWING -
NOT FOR
CONSTRUCTION
A201





April 18, 2023

To Whom It May Concern:

The Mission Church is a 501(c)(3) nonprofit organization that has been operating in South Jordan since 2013. Our operating hours and uses tend towards those of a traditional church. The following is a sample of our yearly use plan for the building:

Weekly:

- Sunday morning worship services (8:00am-12:00pm - 300 people)
- Tuesday evening youth group (6:30pm-8:30pm - 50 people)
- Wednesday evening bible study/prayer meetings (6:30pm-8:30pm - 50 people)
- Staff office hours (9:00am-5:00pm - 2-4 people)

Annually:

- Vacation Bible School - Kids summer camp (one week: Monday-Friday morning - 200 people)

Special/Infrequent:

- Weddings/funerals on an as-needed basis (typically 3-4 a year - 200 people)

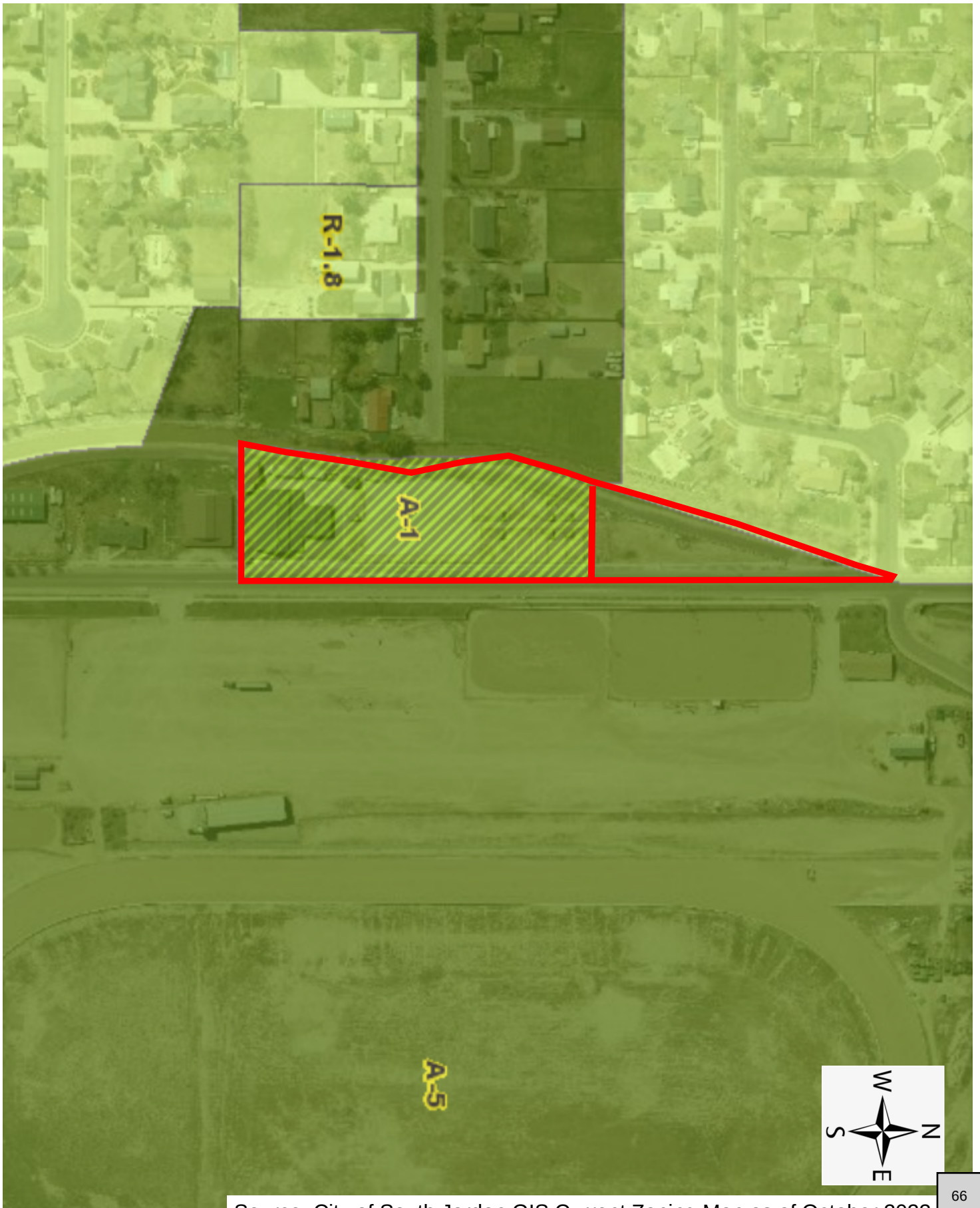
Sincerely,



Ritch Sanford
Senior Pastor
The Mission Church

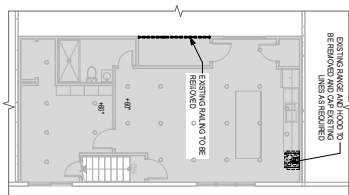
Exhibit D: Current Zoning Map

Item H.3.



Source: City of South Jordan GIS Current Zoning Map as of October 2023

2 SECOND LEVEL DEMO PLAN
SCALE: 1/8" = 1'-0"



- [illegible]

ELECTRICAL DEMOLITION NOTES

- REMOVED. REFER TO LIGHTING PLAN FOR LOCATIONS OF NEW LIGHTING AND SWITCHES.
REUSE EXISTING CIRCUITS AS SHOWN.

DEMOLITION LEGEND

WALLS AND OTHER ITEMS TO BE REMOVED

EXTENTS

PRELIMINARY
DRAWING -
NOT FOR
CONSTRUCTION

DO NOT SCALE DRAWING	SHEET NUMBER: 2 OF 5	SHEET TITLE: DEMO
----------------------	--------------------------------	-----------------------------

DO NOT SCALE DRAWING

2 OF 5

NON

SHEET NUMBER:

SHEET TITLE:

DEMOLITION PLANS

PROJECT: AC-178

PROJECT: Building Elevation Plans:
The Mission Church
10978 S 2200 W
South Jordan, Utah 84095

MOUNTAIN WEST ARCHITECTURE | 543 25TH STREET - OGDEN, UTAH 84401 | PH: 801-388-6052 | www.mountainwestarchitecture.com

REV	DATE	DESCRIPTION
	4-10-2023	SITE PLAN APPRO

Exhibit H: Fencing

Item H.3.



Current fencing along Canal, and portions of 2200 West.



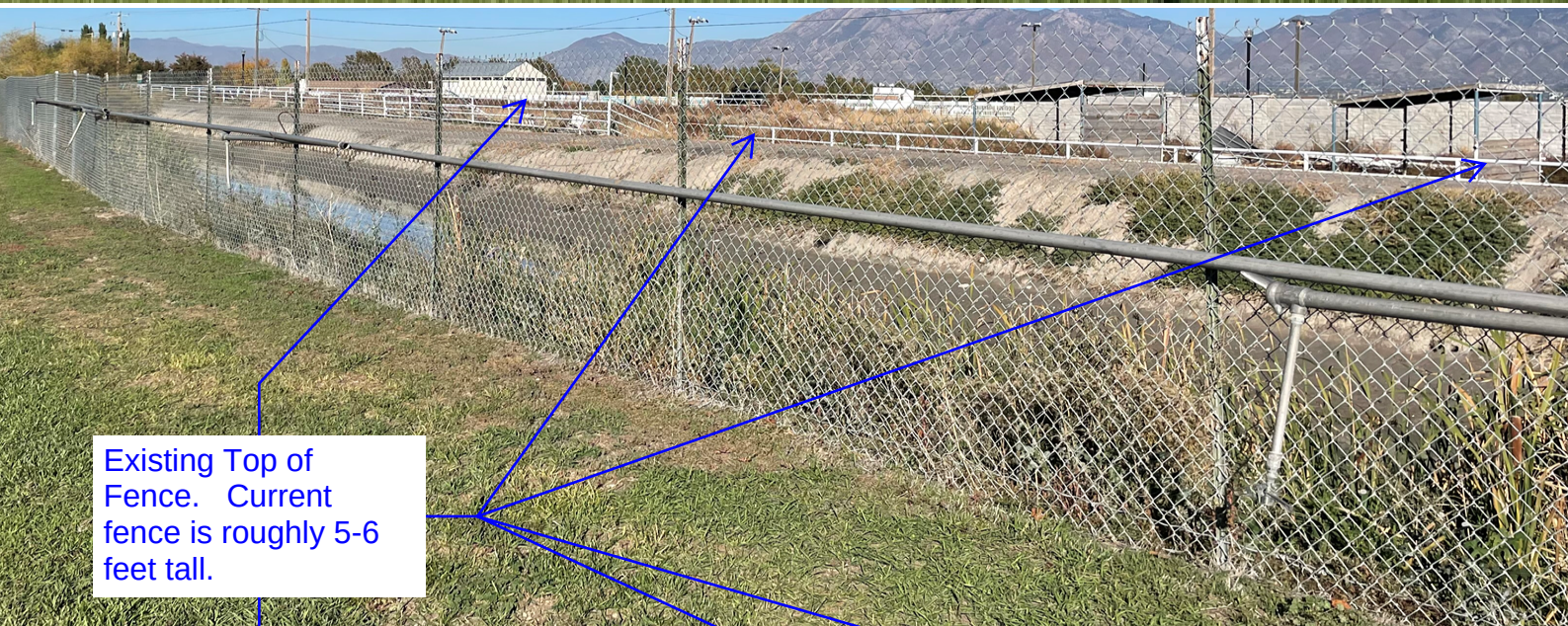
Existing Fence along 2200 West

Examples of Existing vinyl fencing along canals in South Jordan



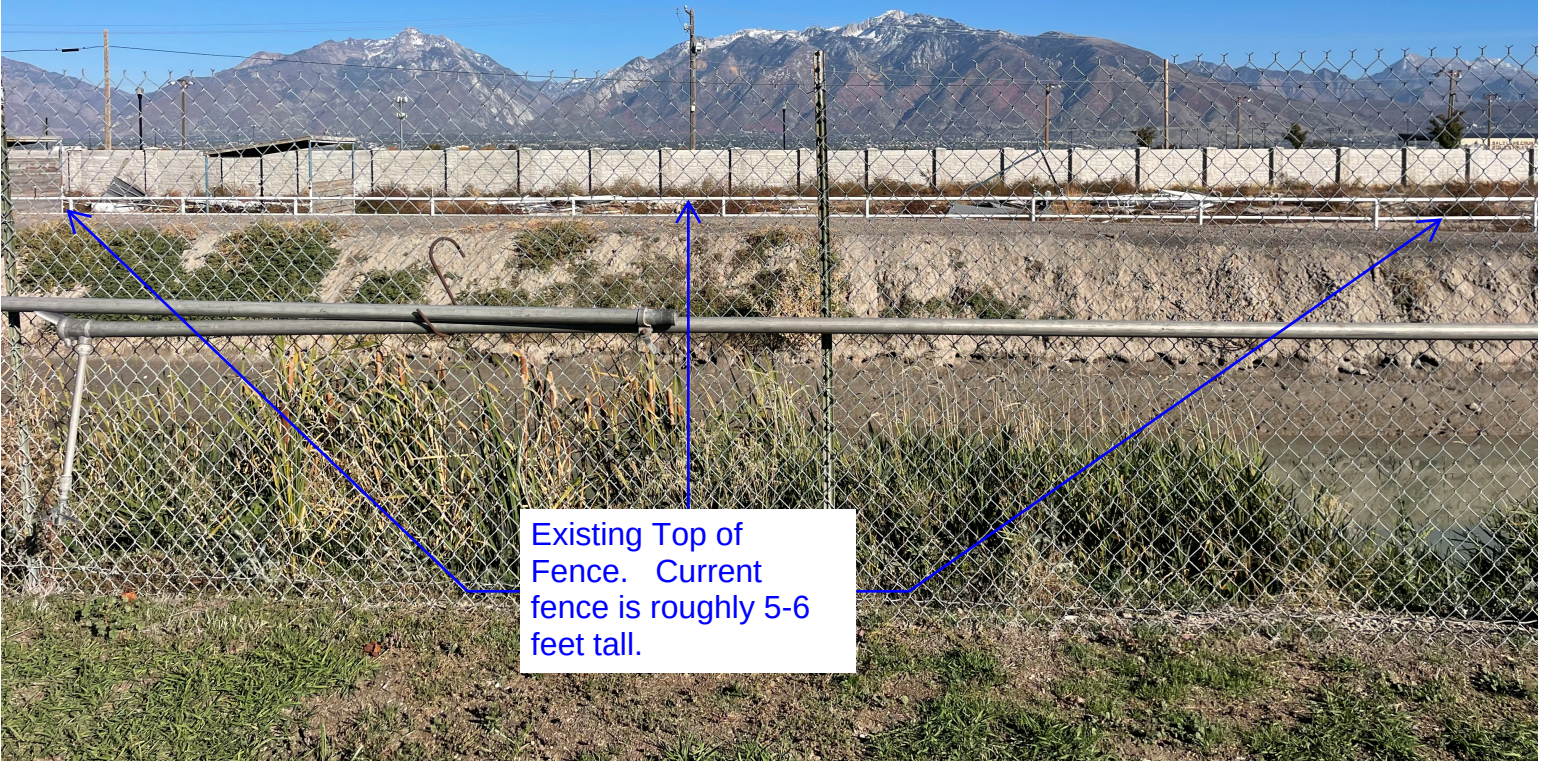
What the applicant is proposing to replace the current fencing with.





Existing Top of
Fence. Current
fence is roughly 5-6
feet tall.





Existing Top of
Fence. Current
fence is roughly 5-6
feet tall.

Exhibit I: Recorded Water Line Easement

Item H.3.

WHEN RECORDED, MAIL TO:

South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84095

14162336 B: 11450 P: 1163 Total Pages: 3
10/11/2023 02:51 PM By: BGORDON Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SOUTH JORDAN CITY
1600 WEST TOWNE CENTER DRIVESOUTH JORDAN, UT 84095



Affects Parcel No. 27-16-478-003

WATER LINE EASEMENT

The Mission Church, a nonprofit organization ("GRANTOR"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, hereby GRANTS AND CONVEYS to the CITY OF SOUTH JORDAN, a municipal corporation of the State of Utah ("GRANTEE") and its successors and assigns a permanent easement for water line facilities and appurtenances thereto (the "EASEMENT") upon the following described property situated in Salt Lake County, Utah, and legally described as follows:

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2200 WEST SAID POINT BEING LOCATED NORTH 00°16'10" EAST 101.45 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER AND NORTH 90°00'00" WEST 32.97 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE SOUTH 89°58'00" WEST 21.95 FEET; THENCE NORTH 00°16'48" EAST 215.39 FEET; THENCE NORTH 89°43'18" WEST 119.56 FEET; THENCE NORTH 00°10'59" WEST 15.00 FEET; THENCE SOUTH 89°43'18" EAST 134.68 FEET; THENCE SOUTH 00°16'48" WEST 215.31 FEET; THENCE NORTH 89°57'58" EAST 6.95 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2200 WEST; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00°16'08" WEST 15.00 FEET TO THE POINT OF BEGINNING.

GRANTEE reserves the EASEMENT, so long as GRANTEE determines that such water line facilities shall be required, with the right of ingress and egress to GRANTEE and its officers, employees, representatives, agents, and assigns to enter upon the EASEMENT with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove, and replace said water line facilities and appurtenances.

GRANTOR shall have the right to use premises except for the purpose for which the EASEMENT is granted to GRANTEE, provided such use shall not interfere with the water line facilities and appurtenances thereto or any other rights granted to GRANTEE hereunder. This waterline easement shall be binding upon, and inure to the benefit of the successors and assigns of GRANTOR and may be assigned in whole or part by the GRANTEE.

[SIGNATURE PAGE FOLLOWS]

DATED this 11th day of October, 2023.

“GRANTOR”

The Mission Church
a Non-Profit Organization



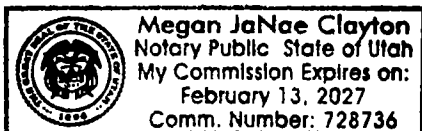
By: *Ritchard Sanford, Senior Pastor*

State of _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this 11th day of October, 2023,
by Ritchard Sanford, the Senior Pastor of The Mission Church





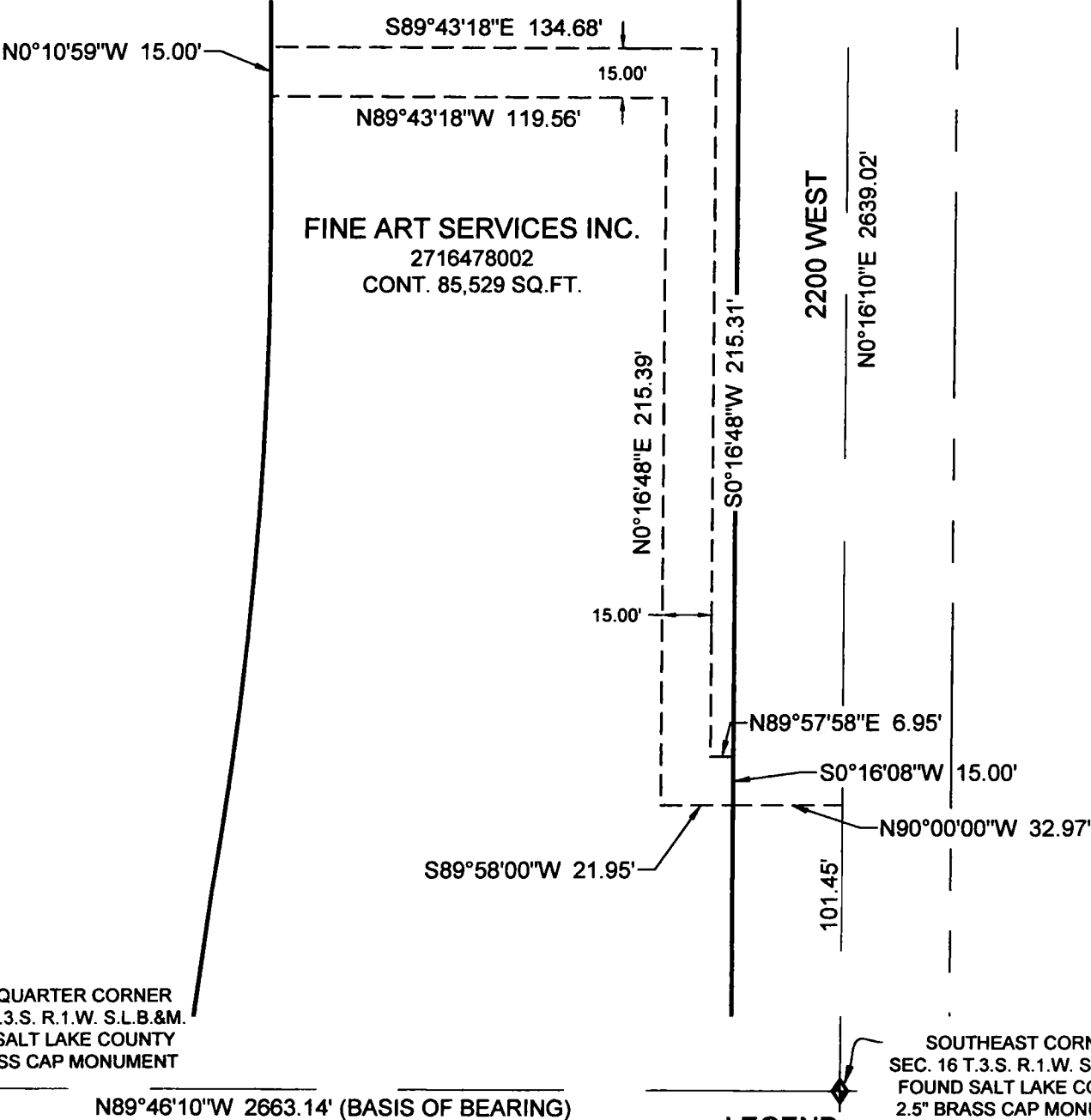
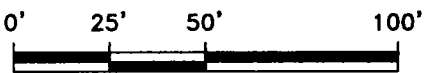
Notary Public

My commission expires: 2-13-2027

Residing at: South Jordan

EXHIBIT A

EASEMENT IN FAVOR OF SOUTH JORDAN CITY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 1 WEST
OF THE SALT LAKE BASE AND MERIDIAN



Scale in Feet
1" = 50'

GARDNER
ENGINEERING
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
5150 SOUTH 375 EAST OGDEN, UT
OFFICE: 801.476.0202 FAX: 801.476.0066

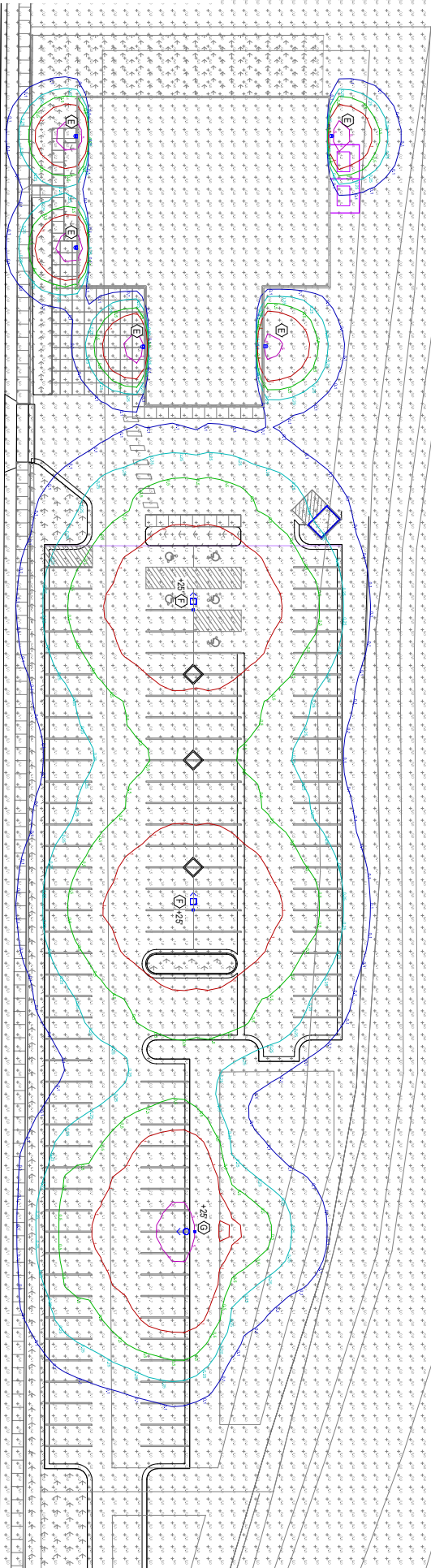
LEGEND

- COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP
- MARKED GARDNER ENGINEERING
- PARCEL BOUNDARY
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT

Item H.3.

Exhibit K: Lighting Plan

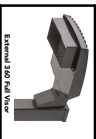
S 2200 W



Site Photometrics
SCALE: 1" = 20'

Schedule					
Symbol	Label	Image	Manufacturer	Catalog	Description
	E		Utensia Lighting	W0023 LED P5 40K WALLMOUNT	W0023 LED WITH P2 - PERFORMANCE (COMFORT FORWARD OPTIC)
	F		Utensia Lighting	RS2.1 LED P5 40K 45 HIGHT 29	RS2.1 LED WITH P2 - PERFORMANCE (COMFORT FORWARD OPTIC)
	G		Utensia Lighting	RS2.1 LED P4 40K 54 HIGHT 29	RS2.1 LED WITH P2 - PERFORMANCE (COMFORT FORWARD OPTIC)

External Shield



External Shield

External Shield

External Shield

External Shield

SHIELD

NDSCAPE NOTES

The base plans on these drawings have been plotted from the best available information, however it is the landscape contractor's responsibility to field verify all material locations and quantities and utility, access, easements, etc. of any Governmental land.

Plant material may be relocated/removed relative to final signage design and layout.

Do not install plant material in freezing conditions or over frozen sub-grade.

The contractor shall be responsible for obtaining all licenses and permits necessary for completion of construction.

Only approved nursery grown material shall be used.

UNITs and shall repair them if damaged by landslipping operations.

Owner, the landscape contractor shall replace all plant material that is dead, or that is, in the opinion of the project architect, unsatisfactory in appearance, and of no additional cost to the Owner.

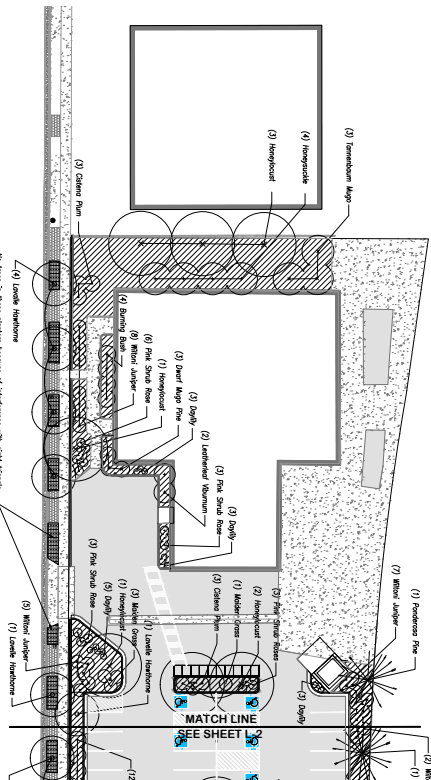
Stoke and guy all trees as shown on details

Any plant substitutions are to be approved in writing by owner's representative prior to installation.

Landscape contractor to coordinate with general contractor limits of work and schedule of irrigation And plant material installation.

LANDSCAPE PLAN

1"=20'-0"

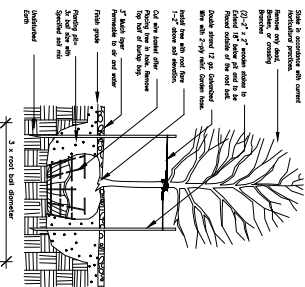


PLANT SCHEDULE

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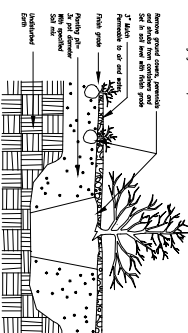
TREE PLANTING

1
Not to Scale



2 SHRUB PLANNING

Not to Scale



Asphalt

Concrete

FOR REFERENCE ONLY - NOT INCLUDED IN LANDSCAPE/IRRIGATION PROJECT WORK

Exist. Stamped Concrete

SITE TABLE		
BUILDING	10,700 SF	10.5%
HARD SURFACE	57,280 SF	56.4%
LANDSCAPE	33,634 SF	33.1%
TOTAL SITE AREA	101,614 SF	100%
PARKING SPACES PROVIDED = 119		
(INCLUDES HC ADA SPACES)		
CURRENT ZONE - A1/7.5 AGRICULTURAL		

CHIEFOFFICE
 INTERIOR DESIGN SERVICES
 MARK HALL
 545 29TH ST
 GARDEN
 801-333-6632

LANDSCAPE ARCHITECT
 GARDEN DESIGNERS
 401 S. 24TH ST.
 SUITE 100
 GARDEN, CO 80131
 801-333-6632

LANDSCAPE PLAN
THE MISSION CHURCH
10978 S. 2200 W.
SOUTH JORDAN COUNTY, UTAH



REVISIONS	
DATE	DESCRIPTION

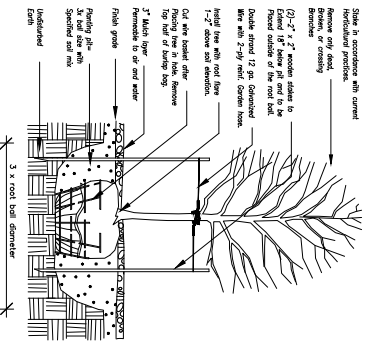
DMG:

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DAVID	10-0-0000
CRIMINAL	J-0
CIVILIAN	J-0
RECOVER	Y-0

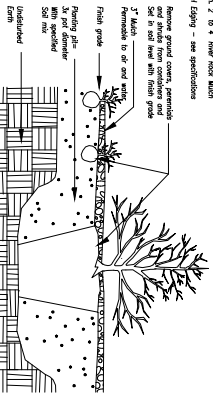
PE FLAN CHURCH 200 W. LAKE COUNTY, UTAH		REVISIONS		SCALE: 1"=50'
		DATE	DESCRIPTION	DATE: 5-9-82
				DRAWN: JLB
				CHECKED: JLB
				DESIGNED: TML
DWG.				

1. The above plans and these strategies have been applied from the last audit cycle onwards. However, the audit team has been able to identify areas for improvement.
2. They must include any new developments, changes of internal controls and guidelines and follow-up of the previous cycle.
3. Do not audit plans made in a heavily controlled or over the top system.
4. The audit team must be able to identify areas for improvement.
5. Only approved strategy plans must be used for the audit.
6. The audit team must be able to identify areas for improvement and any and all approved plans and audit plans must be approved by the audit team.
7. At least one audit plan must have 3 types of audit plans to be used.
8. The audit team must be able to identify areas for improvement and any and all approved plans and audit plans must be approved by the audit team.
9. The audit team must be able to identify areas for improvement and any and all approved plans and audit plans must be approved by the audit team.
10. Any audit plan must be approved by the audit team.
11. The audit team must be able to identify areas for improvement and any and all approved plans and audit plans must be approved by the audit team.

1
Not to Scale



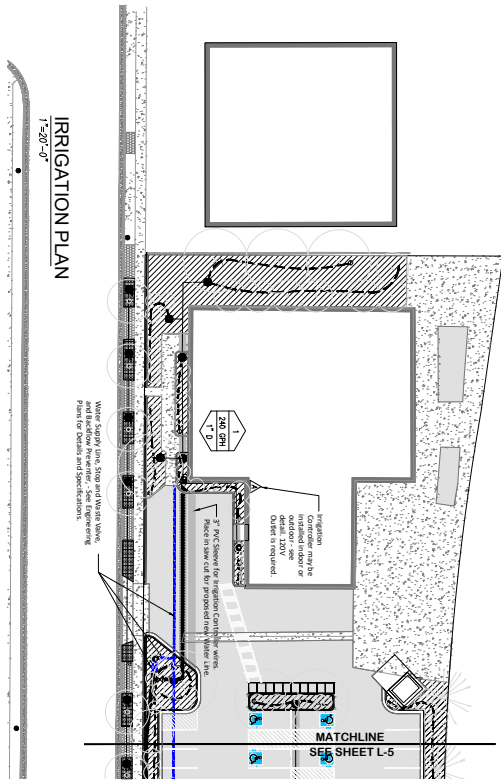
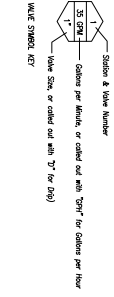
2
Not to Scale



SITE TABLE		
BUILDING	10,700 SF	10.5%
HARD SURFACE	57,280 SF	56.4%
LANDSCAPE	33,634 SF	33.1%
TOTAL SITE AREA	101,614 SF	100%
PAVING STALLS PROVIDED = 120 (INCLUDES HC ADA STALLS)		
CURRENT ZONE - A1/A5		

DEVELOPMENT
SOLUTIONS WEST MIDLANDS
SHEFFIELD
S44 2BA
ENGLAND
011-435-4544

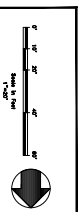
LANDSCAPE ARCHITECTS
GARDNER DESIGNING
457 SCARBOROUGH
1000 E. 3100 S.
WEST VALLEY, UT
801-476-3562

[illegible]

- [illegible]

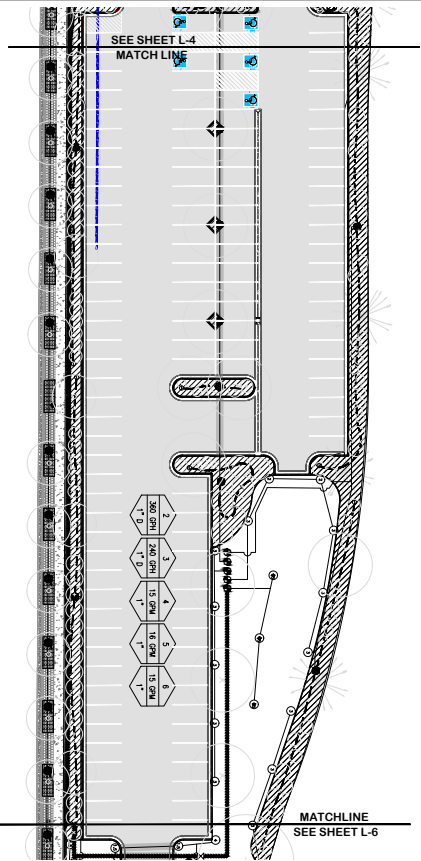
SITE TABLE			
BUILDING	10,700	SF	10.5%
HARD SURFACE	57,280	SF	56.4%
LANDSCAPE	33,634	SF	33.1%
TOTAL SITE AREA	101,614	SF	100%
PARKING SPACES PROVIDED:	119		
(INCLUDES HC ADA SPACES)			
CURRENT ZONE = A1/A5 AGRICULTURAL			

CHIEF OFFICER
NORTON JEFF ABERNETHY
WALK HILLS
545 SPIN RD
GROTON
871-489-0022



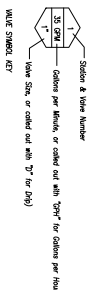
<div style="writing-mode: vertical-rl; transform: rotate(180deg);">L-4</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">8</div>	 GARDNER ENGINEERING CIVIL & LAND PLANNING SURVEY & LAND SURVEYING 1000 W 2100 S, WEST HAVEN, UT 84414 P 801.475.0202 F 801.475.0056	IRRIGATION PLAN THE MISSION CHURCH 10978 S. 2200 W. SOUTH JORDAN, SALT LAKE COUNTY, UTAH			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">REVISIONS</th> </tr> <tr> <th style="width: 30%;">DATE</th> <th>DESCRIPTION</th> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	REVISIONS		DATE	DESCRIPTION															<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>SCALE: 1"=50'</td></tr> <tr><td>DWG NO: 19-0088</td></tr> <tr><td>DRAWN BY:</td></tr> <tr><td>CHECKED BY:</td></tr> <tr><td>DESIGNED BY:</td></tr> <tr><td>DWG:</td></tr> </table>	SCALE: 1"=50'	DWG NO: 19-0088	DRAWN BY:	CHECKED BY:	DESIGNED BY:	DWG:
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IRRIGATION PLAN
1"=20'-0"



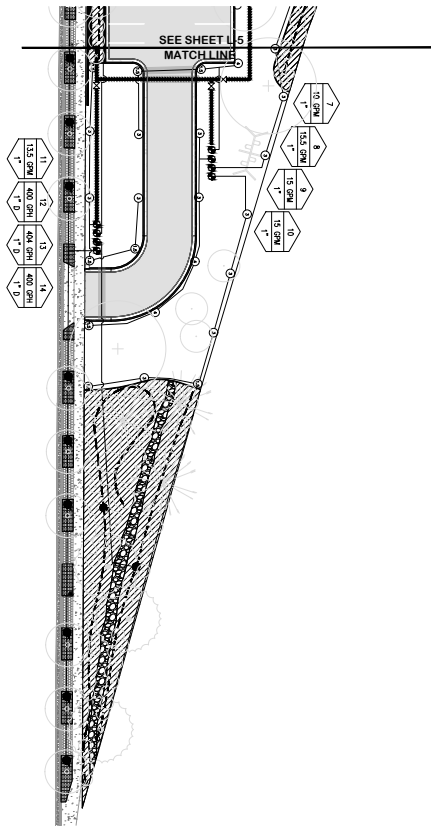
IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER	SIZE/DESCRIPTION
M	Automatic Control Valve	Butterfly	100-150" (Size varies require 4500' Pressure Regulator/Flow)
Δ	Ball Valve	Butterfly or Gate	1" sizes with metal handle
⊙	Automatic Controller	B-type	Hydro-Matic B-type Pkg. with Hydro-Matic HFC-100 Main Sensor
⊙	Riser Head (center of service nozzle size)	Butterfly	5000CF (Pump Head)
⊙	Riser Head (center of service nozzle size)	Butterfly	5000CF (Pump Head)
—	Main Line	---	1" S&W, 40' PVC
—	Lateral Line	---	1" S&W, 40' PVC or 150psi min. WPE
—	Shower Under Paved Areas	---	3" S&W, 40' PVC
—	Drop Distribution Tubing (see Details & Specs.)	Butterfly	1/2" Solid
•	1" Side-sprig Drop Connection	---	---
•	Drop Line Blow-out	Butterfly or Gate	---

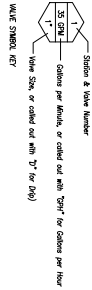


IRRIGATION NOTES

1. Contractor must establish site conditions under which work is to be performed and verify owner's representation of satisfactory conditions. Contractor responsible for all piping, wiring, and equipment necessary to install irrigation.
2. Install all products as recommended by the manufacturer.
3. Main and lateral line locations are determined only. Install lines close to center to avoid conflicts with existing structures and utilities. Verify all locations with owner before installation.
4. Contractor shall coordinate with other contractors for the location and installation of existing structures.
5. Excavate mainline trenches 18" min. depth and lateral line trenches of 12" min. Contractor shall make sure one edge of trench is straight and true, and all corners and cutouts are large enough to allow for proper installation of pipe.
6. After laying out the line, verify the location, depth and slope of the trench with owner before installation.
7. Contractor to install all mainlines on 1/4" center to center, according to the following: (see detail 5 sheet H-24) 2 to 5 gallon drops and laterals: 1) installed at 20' (2 gallon) 2) installed at 40' (4 gallon) 3) installed at 60' (6 gallon) 4) installed at 80' (8 gallon) 5) installed at 100' (10 gallon) 6) installed at 120' (12 gallon) 7) installed at 140' (14 gallon) 8) installed at 160' (16 gallon) 9) installed at 180' (18 gallon) 10) installed at 200' (20 gallon) 11) installed at 220' (22 gallon) 12) installed at 240' (24 gallon) 13) installed at 260' (26 gallon) 14) installed at 280' (28 gallon) 15) installed at 300' (30 gallon) 16) installed at 320' (32 gallon) 17) installed at 340' (34 gallon) 18) installed at 360' (36 gallon) 19) installed at 380' (38 gallon) 20) installed at 400' (40 gallon) 21) installed at 420' (42 gallon) 22) installed at 440' (44 gallon) 23) installed at 460' (46 gallon) 24) installed at 480' (48 gallon) 25) installed at 500' (50 gallon) 26) installed at 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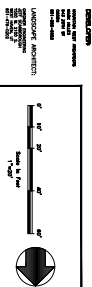


IRRIGATION SCHEDULE			
SYMBOL	DESCRIPTION	MANUFACTURER	SIZE/PRODUCTION
⊗	Automatic Control Valve	Reichardt	100-150" Dig. Inlet, outlet, dig. pressure regulator/flow
⊗	Ball Valve	Reichardt or Gould	1" brass ball and handle
△	Automatic Controller	B-Tyne	Hydra-Ball B-Tyne, 1/2" 100 Ball, 5000CF (full circ.)
⊙	Riser Head (Center of rotation zone and riser)	Reichardt	5000CF (full circ.)
⊙	Riser Head (Center of rotation zone and riser)	Reichardt	5000CF (full circ.)
—	Main Line	—	1" Sdn. 40 Pvc
—	Lateral Line	—	1" Sdn. 40 Pvc or Ridge-top, 100CF
—	Shore Line, Filled Area	Reichardt	1" Sdn. 40 Pvc
—	Shore Distribution Lining (see Mantis & Specs.)	Reichardt	1/2" Sdn.
⊙	1" Start-up Dig. Connection	Reichardt or Gould	1/2" Sdn.
⊙	Dig. Line, Riser and	Reichardt or Gould	1/2" Sdn.



- # IRRIGATION NOTES
1. Contractor must ensure that conditions under which work is to be performed and safety work is performed are consistent with the conditions of the contract. Contractor responsible for all safety, utility, and equipment necessary to install irrigation.
 2. Contractor to install irrigation.
 3. Male and female end locations are designated by the manufacturer.
Male/female irrigation components may not be installed in plastic areas.
Male/female irrigation components may not be installed in wet areas.
 4. Contractor shall coordinate and install other contractors for the location and installation of irrigation.
 5. Excavate minimum trenches 18" min. depth and install the trenches of 12" min. Contact the states utility to determine.
 6. Run one 1/2" polypropylene dripline every 60' for 100' and one additional 1/2" polypropylene dripline every 60' for 100'. The dripline shall be installed at 12" depth.
 7. Contractor to install the end emitter on 1/4" emitter tubes, according to the following: (see sheet 6 and 8 and P-100)
a. 5 emitters per 100' of dripline
b. 2 emitters at each end of dripline
c. 1 emitter at 100' intervals
d. 1 emitter at 50' intervals
e. Female or male spigot dripline with ground unions.
 8. Install one wing with 1/2" irrigation cloth at new hole location.
 9. Installation of the system shall be made by the contractor as needed to provide irrigation.
a. Exposed or buried end emitter, dripline or female.
b. Exposed or buried spigot dripline, connector or other fittings equipment.
 10. The contractor shall provide the same with a one-year warranty at the highest system. During the warranty period, the contractor shall be held liable to correct any defective work or equipment installed and shall provide any defective materials.
 11. The owner/irrigator contractor shall follow the following: (see sheet 6 and 8 and P-100)
a. The 100' drip length is a water meter based irrigation system which is designed to provide 1.0 gpm of water per 100' of dripline.
b. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
c. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
d. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
e. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
f. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
g. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
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i. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
j. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
k. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
l. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
m. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
n. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
o. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
p. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
q. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
r. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
s. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
t. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
u. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
v. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
w. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
x. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
y. The system shall be installed with a water meter and a flow rate of 1.0 gpm.
z. The system shall be installed with a water meter and a flow rate of 1.0 gpm.

SITE TABLE		
BUILDING	10,700 SF	10.5%
HARD SURFACE	57,280 SF	56.4%
LANDSCAPE	33,634 SF	33.1%
TOTAL SITE AREA	101,614 SF	100%
PARKING SPACES PROVIDED = 120 (INCLUDES HC AND STALLS)		
CURRENT ZONE - A1/H5 AGRICULTURAL		



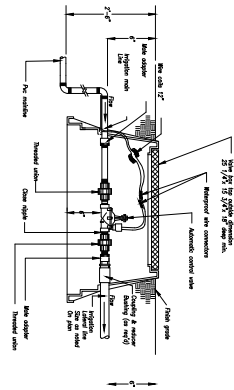
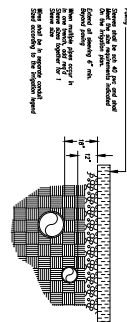
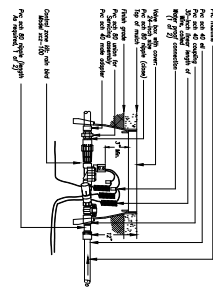
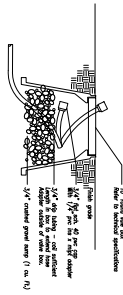
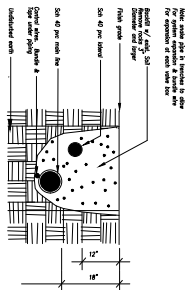
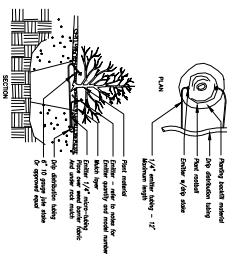
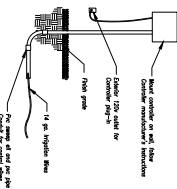
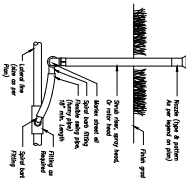
**GARDNER
ENGINEERING**
CIVIL • LAND PLANNING
MUNICIPAL • LAND SURVEYING
1580 W 2100S, WEST HAVEN, UT 84405
P 801.476.0202 F 801.476.0066

IRRIGATION PLAN
THE MISSION CHURCH
10978 S. 2200 W.
SOUTH JORDAN, SALT LAKE COUNTY, UTAH

REVISIONS		SCALE 1"=12'
DATE	DESCRIPTION	DATE 04-04-04
		DESIGN JAB
		DRAWN JAB
		CHECKED TBN

DWG#





REVISIONS		SOLD:	SEA:
DATE	DESCRIPTION	DWG:	9-80-68
		CHECKED:	JAG
		CREATED:	JAG
		REVISED:	TAM
DWG:			



IRRIGATION DETAILS
THE MISSION CHURCH
10978 S. 2200 W.
SOUTH JORDAN, COUNTY, UTAH



Exhibit L
Page 8 of 8

Exhibit M: Pubic Mailing Notice

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

NOTICE OF PUBLIC HEARING

October 13th, 2023

Dear Recipient:

South Jordan City has filed applications (**PLSPR202300057 & PLCUP202300061**) for Site Plan and Conditional Use Permit review of a proposed Church Use, The Mission Church to be located at roughly 10978 South 2200 West.

You are receiving this notice because Salt Lake County records indicate that you own property that is within 300' (feet) of the subject properties boundaries; or are listed as an affected entity. A map showing the property location is attached to this notice.

A public hearing regarding this proposal will be held before the South Jordan City Planning Commission **at 6:30 p.m. on Tuesday October 24, 2023**, in the South Jordan City Council Chambers (1600 W. Towne Center Drive). All interested parties are invited to attend. Virtual attendance can be done by following by providing instructions provided at: <https://www.sjc.utah.gov/254/Planning-Commission> and <https://www.sjc.utah.gov/241/City-Council> on the respective dates. Virtual attendance is contingent upon the user's internet access, not the city. For more information, the published agenda and packet with supporting material will be available to the public by 12 p.m. October 20, 2023 for Planning Commission at: <https://www.sjc.utah.gov/254/Planning-Commission>.

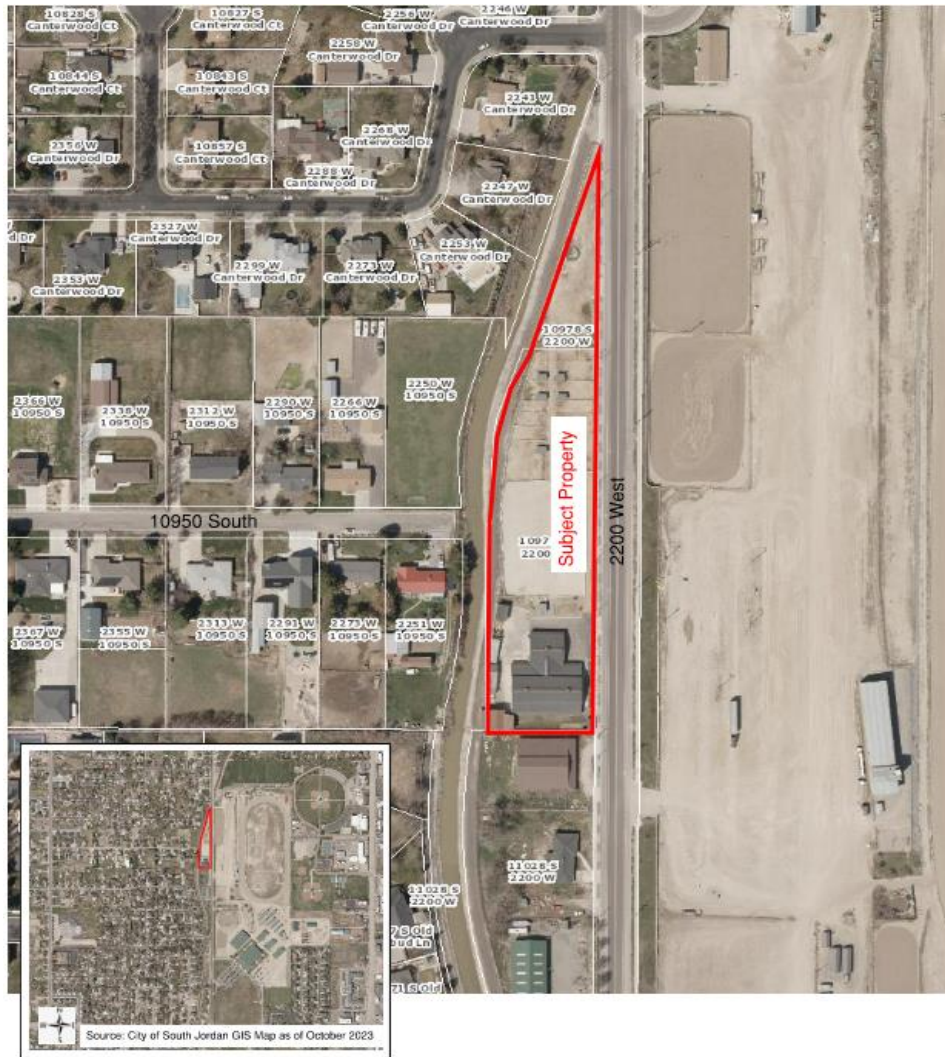
Written comments or concerns may be submitted by mail; or by emailing Andrew McDonald at amcdonald@sjc.utah.gov, **by 12 p.m. October 24, 2023**. This ensures that any comments or concerns received can be reviewed by Staff and the Commission prior to the meeting. All comment or concerns received will be placed on record. Comments or concerns may also be given in-person during the hearing.

Should you desire further information, you may contact the South Jordan Planning (Andrew McDonald), **(801) 446-4357** during regular business hours or by contacting the email provided.

Respectfully,
 Andrew McDonald
 Planner I

1600 WEST TOWNE CENTER DRIVE SOUTH JORDAN, UTAH 84095 SJC.UTAH.GOV

Location Map of Subject Properties



SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 10/24/2023

Issue: **GLENMOOR GOLF COURSE**
PARCEL 1: LAND USE AMENDMENT FROM OPEN SPACE (OS) TO
ECONOMIC CENTER (EC); AND REZONE FROM OS-P AND R-M-6
(PD) TO C-C (PD)
PARCEL 2: REZONE FROM R-M-6 (PD) TO OS-P

Address: **9800 S. 4800 W.**
File No: **PLZBA202300172**
Applicant: **Kirk Young, Glenmoor Golf Course**

Submitted by: Andrew McDonald, Planner I
Shane Greenwood, Supervising Senior Engineer

Staff Recommendation (Motion Ready):

1. Development Agreement – I move that the Planning Commission forward a recommendation to the City Council to approve Resolution R2023-50, approving the development agreement.
2. Land Use Amendment – I move that the Planning Commission forward a recommendation to the City Council to approve the land use amendment Resolution R2023-51, approving the proposed land use amendment.
3. Zone Change – I move that the Planning Commission forward a recommendation to the City Council to approve Ordinance No. 2023-07-Z, approving the proposed zoning change.

ACREAGE:	Approximately 10.81 (acres)
CURRENT ZONE:	OS-P Subdistrict (Open Space-Park) R-M-6PD (Residential-Multiple, 6 units per acre, Planned Development Floating Zone)
FUTURE LAND USE PLAN:	OS (Open Space)
NEIGHBORING ZONES:	North: A-1 (Agricultural), R-3 (Residential), OS-P East: OS-P, R-3 South: R-M-8, R-3, OS-P West: R-3, OS-P

STANDARD OF APPROVAL:

1. LAND USE AMENDMENT

The general plan may be amended by resolution of the City Council as follows:

- A. The process to amend the general plan and future land use map may be initiated by members of the City Council, by the City Manager or Community Development Director, or by the owner of a subject property or his or her agent. A general plan land use or text amendment which is not initiated by the city may not be reinitiated for an amendment which was considered within the previous year without a majority vote of the City Council. A land use amendment should not impair the development potential of the subject parcel or neighboring properties.
- B. The planning commission shall hold a public hearing, as required by state law, after which the commission may modify the proposed general plan amendment. The planning commission shall then forward the proposed general plan amendment to the city council.
- C. After receiving the recommendation of the planning commission, the City Council shall hold a public hearing, and may accept, accept with modifications, or reject the proposed general plan amendment.

(City Code §17.22.020)

2. 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)

The Planning Commission shall receive public comment at the public hearing regarding the proposed rezoning and make a recommendation on the rezoning to the City Council. (See City Code §17.22.040)

BACKGROUND:

Kirk Young, on behalf of Glenmoor Golf Course, submitted an application for a land use amendment and rezone. The purpose of this application is to make the subject properties consistent with the proposed concept plan (see support materials). Doug Young presented his

vision to develop the golf course into a resort to the City Council during a study session on October 3, 2023. A copy of the work session minutes are included in the supporting materials.

This application involves two parcels. These two parcels do not include the clubhouse, other existing buildings, fairways or the driving range. The applicant is only proposing to change the zoning on the two parcels described below and depicted in the development agreement and this report's support materials.

In 2018 the City Council rezoned these parcels from A-5 (Agricultural, 5 acre lot) to R-M-6 (PD) (Residential-Multiple, 6 units per acre with the Planned Development Floating Zone) when it rezoned the rest of the golf course from A-5 to OS-P (Open Space-Parks). The intent of that rezone was to protect and preserve the golf course without depriving the new property owner the existing development right of 72 residential units under the A-5 zone. In other words, rezoning the two parcels to R-M-6 (PD) consolidated the 72 residential unit entitlement while preserving the rest of the golf course in the OS-P zone. The intent, however, was that the property owner would not build these units and would transfer that entitlement to another property in South Jordan now known as Shoreline.

Parcel 1 is located along 4800 West, and includes the existing parking lot and undeveloped land south of the parking lot. The application proposes changing Parcel 1's land use designation to Economic Center, and its zoning from R-M-6 (PD) and a small portion from OS-P to C-C (Commercial-Community) with the Planned Development Floating Zone (C-C (PD)). The proposed zoning and development agreement would allow Glenmoor Gold Club to develop Parcel 1 according to the proposed concept plan, which includes putting a hotel south of the existing parking lot.

Parcel 2 is property along St. Andrews Drive. The land use designation is proposed to remain Open Space. The applicant is requesting that Parcel 2 be rezoned from R-M-6 (PD) to OS-P. This proposed rezone aligns with the land use designation and the OS-P zoning that surrounds Parcel 2.

The PD Floating Zone requires that a development agreement accompany the rezone of the property. The attached development agreement requires the applicant to build the project according to the concept plan and includes other obligations related to the development of Parcel 1. A draft copy of this agreement is included in the supporting materials.

The City mailed notices of the Planning Commission public hearing to property owners within 300 feet of the parcels. The City also posted notice of the hearing on-site and to the State Public Noticing Website. The applicant told staff that they invited the same recipients of the public notice to an open house event on October 18, 2023. City Code does not require this open house or other efforts to talk to neighbors, and City staff was not involved in those efforts.

STAFF FINDINGS, CONCLUSION & RECOMMENDATION:

Findings:

- The proposed land use amendment and rezone does not impair the development potential of the neighboring properties, and the parcels meet the minimum requirements of the proposed zones and can accommodate the zone requirements as modified by the PD Floating Zone.
- The proposed rezone of Parcel 1 to C-C (PD) aligns with the purpose of the PD Floating Zone, including creating a more viable golf course that will provide enhanced amenities to the community that will assist in preserving the golf course as viable open space.
- The concept plan reflects commercial uses that are consistent with the uses of the C-C zone. The development agreement further restricts what allowed uses in the C-C zone are permitted on Parcel 1.
- The requirements and obligations outlined in the development agreement will provide greater predictability for the City and the application regarding the future development and preservation of Glenmoor Golf Club.

Conclusion:

The application meets the standards of review listed above and the requirements of City Code.

Recommendation:

Staff recommends that the Planning Commission take comments at the public hearing; and **recommend approval** of the application (File # PLZBA202300172) to City Council, 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.

INFRASTRUCTURE ANALYSIS:

An infrastructure analysis report is included in the supporting materials.

ALTERNATIVES:

- Approve an amended application
- Deny the application
- Schedule the application for a decision at a future date

SUPPORT MATERIALS:

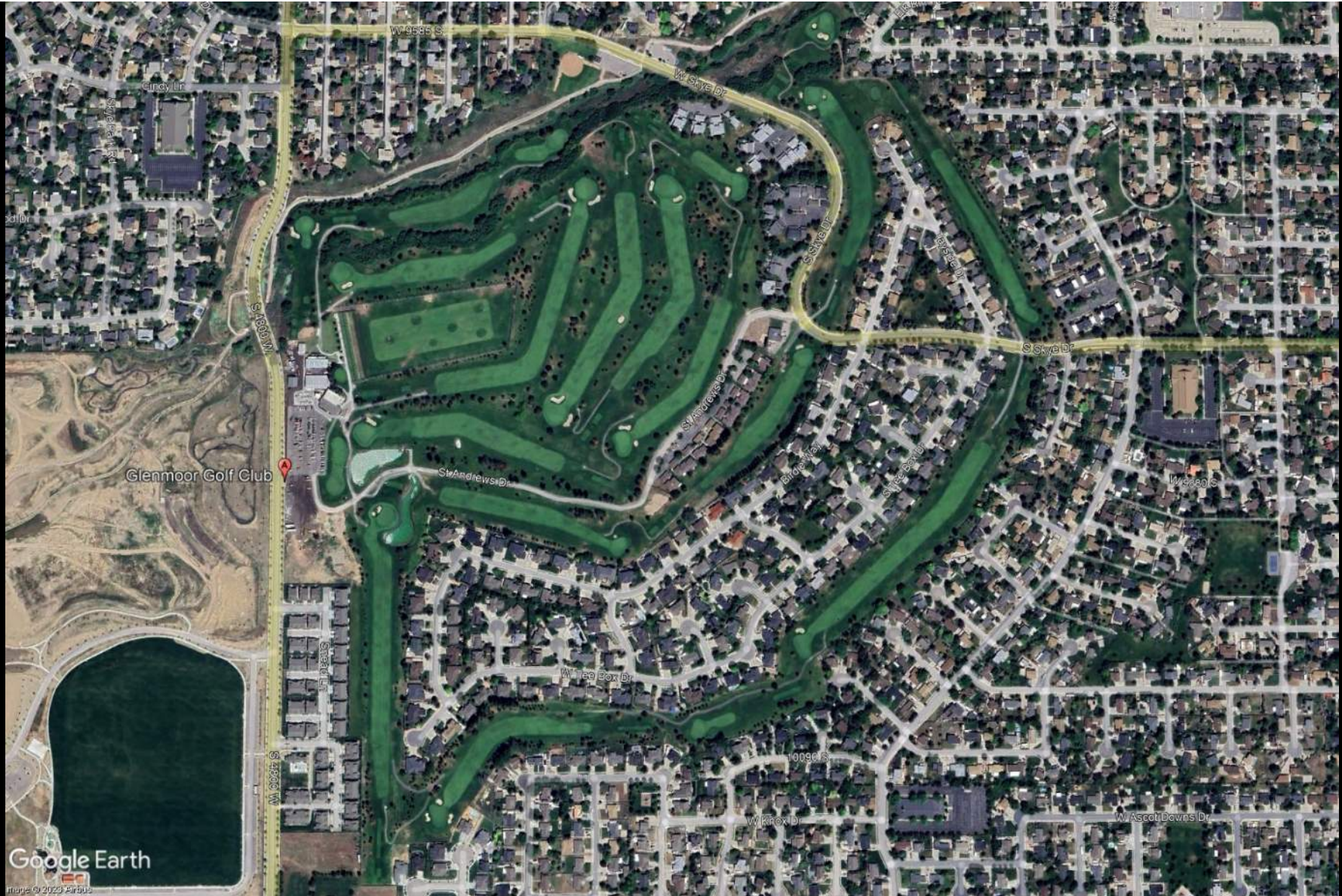
- Location Map
- Current Zoning Map
- Current Future Land Use Map
- Infrastructure Analysis Report
- Concept Plan
- Renderings
- Resolution R2023-50
- Glenmoor Development Agreement
- Resolution R2023-51
- Ordinance No. 2023-07-Z
- Notice of Applicants Open House
- Public Mailing Notice
- City Council Work Study Session Minutes



Andrew McDonald
Planner I

Location Map

Item I.1.



Current Zoning (Top) & Future Land Use (Bottom) Map

Item I.1.

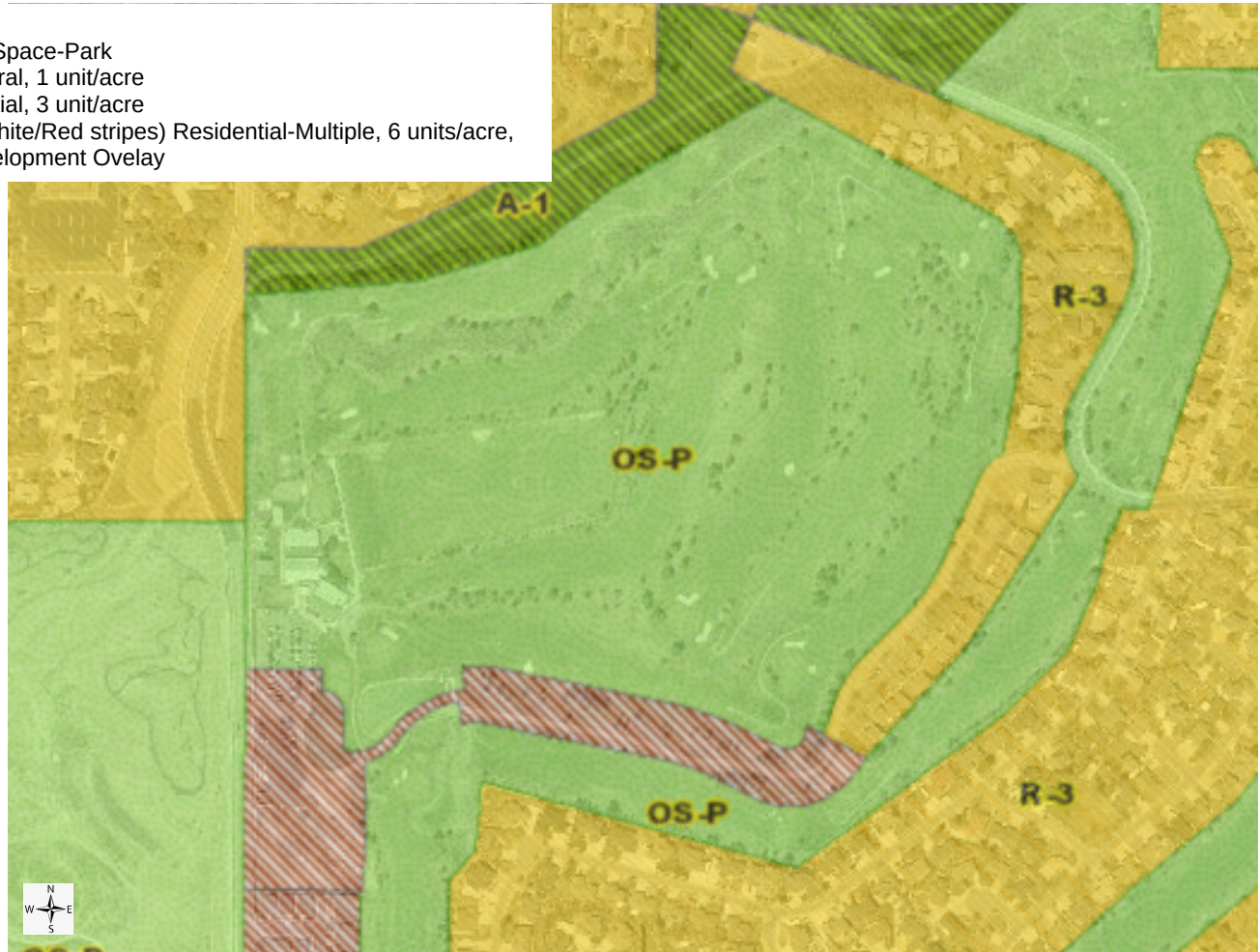
KEY

OS-P: Open Space-Park

A-1: Agricultural, 1 unit/acre

R-3: Residential, 3 unit/acre

R-M-6PD: (White/Red stripes) Residential-Multiple, 6 units/acre, Planned Development Overlay



KEY

SN: Stable Neighborhood

OS: Open Space

NA: Natural Area



LAND USE AMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	Glenmoor Resort – RM-6 (PD) – CC (PD) & OS-P
----------------------------	--

Planner Assigned	Andrew McDonald
Engineer Assigned	Shane Greenwood

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 is located at 9800 South 4800 West, on Glenmoor Golf Course property adjacent to the club house. This proposed development will have three accesses from 4800 West, which includes one existing access and two new accesses. The 4800 West street should have sufficient capacity for the increase of traffic from this development, but at the time of Site Plan review a traffic analysis will be required.

Culinary Water: *(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)*

The subject property can be serviced by two water mains, one located in 4800 West street and the other running east-west through the proposed site and along the golf course maintenance road. According to city records, the main in 4800 West is a 12" line and the other is 8" line. The proposed water line connection, installation and road repair must meet city standards and specifications. Per City standards, a water model submittal is required.

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

Secondary water service is not required for this development.

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 serviced by the District)*

At the time of Site Plan approval, the developer must submit an approval letter from South Valley Sewer District stating sufficient capacity for any additional sewer connections to the sewer main in the area. It is anticipated that adequate sewer service is available.

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

It is anticipated that the proposed storm drain system for the site will collect and retain 100% runoff on site. There may be a possibility of discharging into the 4800 West storm drain system at a restricted rate depending on capacity. At the time of development review, the developer is required to submit storm drain calculations for City review and approval.

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

Report Approved:


Development Engineer

10/16/23
Date


Brad Klavano, PE, PLS
Director of Engineering/City Engineer

10/16/23
Date

Concept Plan

Item I.1.



Renderings

Item I.1.

An aerial rendering of the Glenmoor Resort golf course. The image shows a large, winding pond in the foreground, surrounded by lush green grass and trees. In the background, a residential neighborhood is visible, followed by a range of mountains under a clear sky. The text "GLENMOOR RESORT" is overlaid in large, white, sans-serif capital letters across the center of the image.

GLENMOOR RESORT







RESOLUTION R2023-50**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A MASTER DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF PROPERTY LOCATED AT 9800 SOUTH 4800 WEST.**

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the “City”) and is authorized to enter into development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102, *et seq.*; and

WHEREAS, the City has entered into development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

WHEREAS, the Developer now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property generally located at 9800 South and 4800 West (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 the Master Development Agreement for the orderly development of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign Development Agreement. The City Council hereby authorizes the Mayor to sign the Master Development Agreement for the Glenmoor Resort Project, attached hereto as **Exhibit A**.

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 _____, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

EXHIBIT A
(Development Agreement)

After recording, please mail to:

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

Affected Parcel No.: 27-07-301-002

GLENMOOR MASTER DEVELOPMENT AGREEMENT

The CITY OF SOUTH JORDAN, a Utah municipal corporation (the “**City**”), GLENMOOR, LLC, a Utah limited Company (the “**Master Developer**”), and GLENMOOR DH, LLC, a Utah limited company, and GLENMOOR FHC, LLC, a Utah limited company (hereafter the “**Owners**”), enter into this MASTER DEVELOPMENT AGREEMENT (this “**Agreement**”) this ____ day of _____, 2023 (“**Effective Date**”), and agree as set forth below. The City and Master Developer are jointly referred to as the “**Parties**” and each may be referred to individually as “**Party**.”

RECITALS

WHEREAS, the Master Developer is under contract with the Owners of certain real property identified as Assessor’s Parcel Number 27-07-301-002 (the “**Property**”), specifically described in the attached Exhibit A; and

WHEREAS, the Master Developer intends to develop the Property as the Glenmoor Resort (the “**Project**”) consistent with the Concept Plan (Exhibit B); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) *et seq.*, as amended, and (2) the South Jordan City Municipal Code (the “**City Code**”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of the City and is within the Residential-Multiple, 6 units per acre, Planned Development floating zone (the “**R-M-6 (PD) Zone**”) and the Open Space-Parks (the “**OS-P Zone**”); and

WHEREAS, the Master Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from the R-M-6 (PD) Zone and OS-P Zone to the Community-Commercial Planned Development Floating Zone (the “**C-C (PD) Zone**”). A copy of the City Code provisions of the Commercial-Corridor zone (the “**C-C Zone**”) is attached as Exhibit C. A copy of the and City Code provisions of the Planned Development Floating Zone (the “**PD Overlay Zone**”) designation is attached as Exhibit D; and

WHEREAS, the Master Developer and the City acknowledge that the development and

improvement of the Property pursuant to this Agreement will provide certainty useful to the Master 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 policy 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, and contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council (the “**City Council**”), pursuant to resolution R2023-50, a copy of which is attached hereto as Exhibit E; and

WHEREAS, this Agreement and all of its associated “legislative,” “broad, competing policy-considerations,” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the South Jordan City Planning Commission on October 24, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii)(2023), in making a recommendation to the City Council.

WHEREAS, the City believes that this Agreement and the Zoning of the Property constitute the completion of the “legislative,” “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

WHEREAS, the City intends that the implementation of those “legislative,” “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this Agreement relating to “fixed criteria” are “administrative” in nature.

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

TERMS

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

1. City’s Future Laws means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

2. City’s Vested Laws means the ordinances, policies, standards and procedures of the City in effect as of the date of the execution of this Agreement.

3. Master Developer means Glenmoor, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this Agreement.

4. Owners or Owner means Glenmoor FHC, LLC, a Utah limited company and Glenmoor DH, LLC, a Utah limited company.

B. Enforceability. The City and the Master Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Master Developer relative to the Property shall vest, only if the City Council in its sole legislative discretion approves a zone change for the Property currently zoned as R-M-6 (PD) and OS-P to a zone designated as C-C (PD).

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to a C-C-PD 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 C-C-PD zone, and this Agreement, this Agreement shall control.

D. Master Developer Obligations:

1. Uses Defined. Uses are defined as set forth in City Code §17.18.060.

2. Concept Plan and Parking. The Master Developer agrees to construct the development consistent with the Concept Plan, the requirements set forth in this Agreement and the permitted uses of the C-C (PD) Zone as listed in Exhibit F. All uses may only be established if Master Developer can demonstrate that the available parking is sufficient based on the required parking ratios of City Code §16.26. A copy of City Code § 16.26 is attached as Exhibit G.

3. Lodging. The Project shall consist of a maximum of 105 lodging units as set forth in City Code §17.18.060.

4. Setbacks. There shall be a minimum 20-foot-wide landscaped setback between the parking and hotel shown on the Concept Plan and the neighboring Glenmoor Greens 3 Subdivision. All required setbacks shall meet the C-C zoning requirements. In the event of a discrepancy between the requirements of this Agreement and the City Code, including the C-C (PD) zone, this Agreement shall control.

5. Landscaping. The landscaping of the Project shall comply with the requirements set forth in City Code §17.60.020 and City Code §16.04.200.

6. Fencing. Master Developer may install fencing that is up to eight feet tall between the Project and the Glenmoor Greens 3 Subdivision

7. Golf Course Preservation. Master Developer and Owners shall continue with the operation of the Golf Course as a high-quality 18-hole golf course. From time-to-time Master Developer may, in its sole discretion, change the layout of the Golf Course and the location/design of the clubhouse for the Golf Course.

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.

2. Minor Changes. The Planning Department, after conferring with the City Manager, may give administrative approval to minor modifications to the Master Developer Obligations and Concept Plan which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

F. Plat Language. The recorded plats for the Project shall contain the following language in a note:

This plat is subject to that certain Master Development Agreement dated _____, by and between the City of South Jordan, Glenmoor, LLC, a Utah limited Company, and Glenmoor DH, LLC, a Utah limited company, and Glenmoor FHC, LLC, a Utah limited company including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein and recorded on ___ as Entry No. ___, in book ___, at Page ___ of the Official Records of Salt Lake County.

G. Zoning and Vested Rights.

1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owners and Master Developer intend that this Agreement grants Owners, Master Developer all rights to develop the Project in fulfillment of this Agreement and the City's Vested Laws except as specifically provided herein. The Parties intend that the rights granted to Owners and Master Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grant to Owners and Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:

- a. *Owners and Master Developer Agreement.* City's Future Laws that Owners and Master Developer agrees in writing to the application thereof to the Project;
- b. *State and Federal Compliance.* City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- c. *Codes.* City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International

Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

- d. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,
 - e. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
 - f. *Compelling, Countervailing Interest.* Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2023).
3. Reserved Legislative Powers. The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2023) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve to the City those police powers 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 the Master Developer and Owners 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 legislative changes affecting the vested rights of Owners and/or the Master Developer under this Agreement shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owners shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

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 December 31, 2034.

I. Estoppel Certificate. Upon twenty (20) days prior written request by Master Developer the City will execute an estoppel certificate to any third party certifying that Master Developer is not in default of the terms of this Agreement.

J. Assignability. The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part with the consent of the City as provided herein.

1. Sale of Lots. Master Developer's selling or conveying lots in any approved Subdivision to others shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.

2. Related Entity. Owner's transfer of all or any part of the Property to any entity "related" to any Owner (as defined by regulations of the Internal Revenue Service), Owner or Master Developer's entry into a joint venture for the development of the Project or Owner's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owner. Owner and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

3. Notice. Owner and Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

4. Time for Objection. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

5. Partial Assignment. If any proposed assignment is for less than all of Owner or Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Owner and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

6. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owner or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Prior to giving consent the City may request and the proposed assignee shall provide all of the assignee's financial records.

7. Assignees Bound by Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

K. Satisfaction and Termination of the Golf Course Agreement. Master Developer acknowledges that the transfer of 72 Residential Dwelling Units to the Shoreline Project is a complete satisfaction of the City's obligations under the Golf Course Agreement and that, therefore, the Golf Course Agreement is deemed satisfied, performed and the Golf Course Agreement is hereby terminated.

L. Default.

1. Notice. If Owners, Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Owners and Master Developer.

2. Contents of the Notice of Default. The Notice of Default shall:

- a. *Specific Claim.* Specify the claimed event of Default;
- b. *Applicable Provisions.* Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
- c. *Materiality.* Identify why the Default is claimed to be material; and
- d. *Optional Cure.* If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration

3. Remedies. If the parties are not able to resolve the Default, then the parties may have the following remedies:

- a. *Law and Equity.* All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
- b. *Security.* The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- c. *Future Approvals.* The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Owners or Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the

Default has been cured. No building permits may be withheld from any Subdeveloper for a Default of Owners and Master Developer.

4. Public Meeting. Before any remedy in Section 9.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.
5. Emergency Defaults. Anything in this Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.3 without the requirements of Sections 9.4. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and Owners, Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.
6. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.
7. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

M. 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: City of South Jordan
ATTN: City Recorder
1600 West Towne Center Drive
South Jordan City, Utah 84095

If to Master Developer: Glenmoor, LLC
Attn: Kirk Young
527 East Pioneer Road, Suite 200
Draper, Utah 84020
kirk@projectutah.com

Bruce R. Baird, Esq.
 Bruce R. Baird PLLC
 2150 South 1300 East, Fifth Floor
 Salt Lake City, Utah 84106
bbaird@difficultdirt.com

If to the Owners:

Glenmoor DH, LLC
 Attn: Kirk Young
 527 East Pioneer Road, Suite 200
 Draper, Utah 84020
kirk@projectutah.com

Glenmoor FHC, LLC
 Attn: Kirk Young
 527 East Pioneer Road, Suite 200
 Draper, Utah 84020
kirk@projectutah.com

Bruce R. Baird, Esq.
 Bruce R. Baird PLLC
 2150 South 1300 East, Fifth Floor
 Salt Lake City, Utah 84106
bbaird@difficultdirt.com

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. Master 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. Master 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. Master Developer represents to the City that by entering into this Agreement Master

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. Master Developer's Waiver of Penalty for Failure to Disclose. Master Developer is a sophisticated business entity and has retained an attorney in good standing in the State of Utah who is familiar with land use and development law. Master Developer understands that it has entered into this Development Agreement at the Master Developer's request and has negotiated for the terms herein. Further, Master Developer understands and acknowledges that it is voluntarily restricting some or all of its rights under clearly established state law and that the restrictions of those rights are entirely contained herein as required by Utah Code 10-9a-532(2)(c)(i) and are fully understood by Master Developer. Further Master Developer agrees that to the maximum extent permitted by law and equity, and understanding Utah Code 10-9a-532(2)(c)(ii), Master Developer waives any and all rights to have any provision voided in the Development Agreement pertaining to undisclosed rights. Finally, if a Court of competent jurisdiction does void any provision in the Agreement pertaining to undisclosed rights then I agree that this entire Agreement is null and void.

7. 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.

8. 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.

9. 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 Master Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

10. 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.

11. Upsizing/Reimbursements to Master Developer. The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial

arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an “upsizing” and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

12. Mediation. In the event of a dispute over any of the terms or obligations of this agreement the parties shall first try to negotiate a resolution and if unsuccessful shall consider submitting the dispute to mediation.

13. 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.

14. 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.

15. No Third Party Rights. The obligations of the Master 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.

16. 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

Attorney for the City

State of Utah)
:ss
County of Salt Lake)

On this ____ day of _____, 2023, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____, of the City of South Jordan, a Utah municipal corporation, and said document was signed by him in behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and he acknowledged to me that said municipal corporation executed the same. Witness my hand and official seal.

Notary Public
My Commission Expires:

MASTER DEVELOPER: GLENMOOR, LLC, a Utah Limited Company

By: _____

Name: Kirk Young

Title: _____

State of Utah)
:ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of Glenmoor, LLC, a Utah Limited Company, on behalf of the company. Witness my hand and official seal.

Notary Public
My Commission Expires:

[SIGNATURES FOLLOW ON NEXT PAGE]

THE OWNERS: GLENMOOR DH, LLC, a Utah Limited Company; and GLENMOOR FHC, LLC, a Utah Limited Company

By: _____

Name: Kirk Young

Title: _____

State of Utah)
) ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of Glenmoor DH LLC, a Utah Limited Company, and Glenmoor FHC LLC, a Utah Limited Company, on behalf of the companies. Witness my hand and official seal.

Notary Public
My Commission Expires:

Exhibit A

(Legal Description of the Property)

Parcel ID: 27-07-301-002

Beginning at a point being South 00002'00" East 228.00 feet along the section line from the West Quarter Corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 153.07 feet; thence South 00002 1 00" East 19.47 feet; thence South 62 0 26'00" East 171.27 feet; thence South 09 0 05 1 00 11 East 296.03 feet; thence North 47 0 12 100 11 East 105.81 feet; thence Northeasterly 189.17 feet along the arc of a 241.00 foot radius curve to the right (center bears South 42 048 1 02" East and the chord bears North 69 041 1 09" East 184.35 feet with a central angle of 44 0 58 1 21"); thence South 02 0 12'00" West 76.16 feet; thence Southwesterly 129.60 feet along the arc of a 165.00 foot radius curve to the left (center bears South 02 0 12'06" West and the chord bears South 69 042'02" West 126.29 feet with a central angle of 45 0 00'07 1 '); thence South 47 0 12'00 tt West 116.55 feet; thence South 00 0 02 1 00" East 277.68 feet; thence South 89 0 58 109" West 395.00 feet to the section line; thence North 000 02 1 00" West 732.16 feet along the section line to the point of beginning. Contains 270,947 Square Feet or 6.220 Acres

Exhibit B
(Concept Plan)







Exhibit B to Development Agreement – GLENMOOR
Page 3 of 3

Exhibit C

(C-C Code Provisions)

CHAPTER 17.60 COMMERCIAL ZONES

17.60.010: PURPOSE

17.60.020: DEVELOPMENT AND DESIGN STANDARDS

17.60.030: OTHER REQUIREMENTS

17.60.010: PURPOSE

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for commercial areas in the city. This chapter shall apply to the following commercial zones established in chapter 17.20, "Zone Establishment", of this title: C-N, C-C, and C-F zones. Uses may only be conducted in commercial zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use, and other associated use regulations are found in chapter 17.18, "Uses", of this title.

- A. C-N Zone: The purpose of the C-N zone is to provide areas where small scale commercial retail and service uses may be located to accommodate the daily needs of local residents and passing motorists. Uses should be harmoniously integrated with surrounding neighborhoods and impose minimal detriment resulting from traffic, lighting, noise, or other negative effects.
- B. C-C Zone: The purpose of the C-C zone is to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments.
- C. C-F Zone: The purpose of the C-F zone is to provide areas along the interstate freeway for major commercial uses that are both compatible with and dependent on freeway visibility and access. Developments should be generally upscale with attention given to coordination of traffic circulation and building placement. Developments should provide a pleasing and functional environment that represents the quality of life in the city and also enhances employment opportunities and the retail tax base of the city.

(Ord. 2015-09, 12-1-2015)

17.60.020: DEVELOPMENT AND DESIGN STANDARDS

- A. Development Review: Uses proposed in commercial zones may only be established in conformance with the city's development review procedures. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in commercial zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or

plats may not be altered without prior approval of the city, except as allowed under state law.

- B. Area Requirements: Commercial zones shall comply with the requirements in the area requirements table below. A C-N zone shall not be established when located within one-third (1/3) mile of another commercial zone (C-N, C-C, or C-F).

Zone	Minimum Zone Area (Acres)¹	Maximum Zone Area (Acres)¹	Minimum Project Area (Acres)²	Minimum Lot Area (Acres)
C-N	1	10 ³	1	n/a
C-C	5	n/a	1	n/a
C-F	5	n/a	1	n/a

C. Notes

¹"Zone area" is defined as all contiguous lots or parcels that have the same zoning designation. A zone area intersected by a public right of way is considered as 1 zone area.

²"Project area" is defined as a development for which preliminary plat or site plan approval has been proposed or granted.

³A C-N zone area not traversed by a public right of way shall not exceed 5 acres.

- D. Density: There is no restriction on the number of lots or parcels or the number of buildings on a lot or parcel, except as may be limited by other standards, regulations, or requirements of this title (planning and land use ordinance), in commercial zones.
- E. Lot Width And Frontage: No minimum lot width is required for lots in Commercial Zones. Lots not fronting on a street must be accessible to the public via a recorded easement or right-of-way.
- F. Yard Area: The following yard area requirements apply to lots or parcels in Commercial Zones:
1. The following minimum yard area requirements apply to main and accessory buildings: (Ord. 2015-09, 12-1-2015)
 - a. The required yard area for front, side, and rear yards shall extend a distance of twenty feet (20') away from and along a property line adjacent to the edge of a public right-of-way (back of sidewalk for a typical street cross section). An alternative edge line to be used for measuring the minimum yard area may be established where an atypical street cross section exists and when recommended by the Planning Director and approved by the Planning Commission. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
 - b. The required yard area for front, side, and rear yards shall extend a distance of thirty feet (30') away from and along a property line adjacent to a Residential or Agricultural Zone.

2. The minimum yard area requirement may be reduced, when the reduction does not violate clear vision requirements of this Code, in the following circumstances:
 - a. The required yard area of subsection E1a of this section may be reduced from twenty feet (20') to ten feet (10') for buildings designed with a public entrance to the building that is oriented toward and directly connected to the adjacent right-of-way by a pedestrian walkway and the side of the building that is oriented to the right-of-way includes architectural elements that distinguish it as the primary pedestrian access to the building.
 - b. Should an adjacent Residential or Agricultural zoned property have a future land use designation that is not residential or agricultural, the required yard area of subsection E1b of this section may be reduced if approved by the Planning Commission with site plan review.
 3. The following may be projected into any required yard area in Commercial Zones:
 - a. Fences and walls in conformance to City codes and ordinances.
 - b. Landscape elements, including trees, shrubs and other plants.
 - c. Minor utility or irrigation equipment or facilities.
 - d. Decks not more than two feet (2') in height.
 - e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to a building that does not extend more than two feet (2') into a side yard area or four feet (4') into a front or rear yard area.
 - f. Chimneys, fireplace keys, box or bay windows, or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard.
- G. **Parking And Access:** Parking areas and access in Commercial Zones shall comply with title 16, chapter 16.26, "Parking And Access", of this Code; chapter 17.18, "Uses", of this title; title 10, "Vehicles And Traffic", of this Code; and the following:
1. Surface parking areas, except for approved street parking, shall not be located between a building and a public right-of-way on lots or parcels adjacent to a public right-of-way. This requirement shall only apply to one side of a lot or parcel that is adjacent to a public right-of-way on multiple sides.
 2. Surface parking areas, except for approved street parking, located within thirty feet (30') of a public right-of-way shall be screened by grading, landscaping, walls/fences, or a combination of these, to a height of three feet (3') above the surface of the parking area. (Ord. 2015-09, 12-1-2015)
 3. The Planning Director may approve an exception to the requirements of this subsection F if he or she determines that any of the requirements are not reasonably possible based on the unique characteristics of the site. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
- H. **Fencing, Screening And Clear Vision:** The fencing, screening and clear vision requirements of this section shall apply to all Commercial Zones: (Ord. 2015-09, 12-1-2015)
1. All mechanical equipment, antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the

subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)

2. The boundary of a Commercial Zone that is not in or adjacent to a public right-of-way and that is adjacent to a Residential or Agricultural Zone shall be fenced with a six foot (6') high, decorative precast concrete panel or masonry fence as determined with development approval. A six foot (6') solid vinyl boundary fencing may be used in unusual circumstances such as when the Commercial Zone is adjacent to property which is master planned for nonresidential uses. A higher fence may be required or allowed in unusual circumstances. A building permit may be required for fences and walls according to applicable Building Codes. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined with development approval.
 3. No wall, fence or screening material shall be erected between a street and a front or street side building line in Commercial Zones, except as required by subsection G1 of this section.
 4. Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).
- I. Architecture: The following exterior materials and architectural standards are required in Commercial Zones:
1. Applicants for development approval shall submit for site plan review architectural drawings and elevations, exterior materials, and colors of all proposed buildings. In projects containing multiple buildings, the applicant shall submit a design book that includes an architectural theme, features, exterior materials and colors governing the entire project.
 2. All building materials shall be high quality, durable and low maintenance.
 3. In the C-N Zone, exterior walls of buildings shall be constructed with a minimum of fifty percent (50%) brick or stone. The balance of exterior wall area shall consist of brick, stone, glass, decorative integrally colored block and/or no more than fifteen percent (15%) stucco or tile. Other materials may also be used for decorative accents and trim in the C-N Zone with development approval. Roofs in the C-N Zone shall be hipped or gabled with a minimum six to twelve (6:12) pitch.
 4. Exterior walls of buildings that are longer than sixty feet (60') in length shall have relief features at least four inches (4") deep at planned intervals.
 5. All sides of buildings shall receive design consideration.
 6. Signs shall meet requirements of title 16, chapter 16.36 of this Code and shall be constructed of materials that are consistent with the buildings that they identify.
 7. Buildings and structures in Commercial Zones shall not exceed the height shown in the maximum building height table below unless otherwise allowed in this title.

Zone	Main Building	Other Structures
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C-N	35 feet	25 feet
C-C	35 feet	35 feet
C-F	No maximum	No maximum

8. The exteriors of buildings in Commercial Zones shall be properly maintained by the owners. (Ord. 2015-09, 12-1-2015)
- J. Grading And Drainage: All developments shall be graded to comply with subsection 16.10.040E9 of this Code and as required by the Planning Department to provide adequate drainage. Buildings shall be equipped with facilities that discharge of all roof drainage onto the subject lot or parcel. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
- K. Landscaping: The following landscaping requirements and standards shall apply in Commercial Zones. Landscaping in Commercial Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.
 1. The area of front, side, and rear yards along an adjacent property line and extending away from the property line a distance prescribed in the requirements of this subsection shall be landscaped with grass, trees, and other live plant material.
 - a. The required yard landscape area for a yard adjacent to a residential or agricultural zone shall be not less than ten feet (10'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
 - b. The required yard landscape area for a yard adjacent to a public right of way shall be twenty feet (20'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
 2. All areas of lots or parcels in commercial zones not approved for parking, buildings, or other hard surfacing shall be landscaped and properly maintained with grass, deciduous and evergreen trees, and other plant material in conjunction with a landscape plan for the development that has been designed and prepared by a landscape architect and approved by the planning commission.
 3. A minimum of one tree per five hundred (500) square feet, or part thereof, of required landscaped yard areas is required in commercial zones in addition to other trees required in this section. A minimum of thirty percent (30%) of required yard area trees shall be minimum seven foot (7') tall evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees required in this section need not be equally spaced but shall be dispersed throughout the required yard areas on the site.
 4. All collector street and other public and private park strips in commercial zones shall be improved and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval. Park strip trees shall not be planted within thirty feet (30') of a stop sign.

5. Trees shall not be topped and required landscape areas shall not be redesigned or removed without city approval. Property owners shall replace any dead plant material in accordance with the requirements of this chapter and the conditions of site plan or plat approval.
6. The following landscaping requirements shall apply to parking areas:
 - a. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.
 - b. Shade trees shall be planted between double parking rows at minimum intervals of six (6) stalls and along single parking rows at minimum intervals of three (3) stalls and no farther than six feet (6') from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.
 - c. All landscaped areas adjacent to parking areas shall be curbed.
7. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required yard space for the development. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
8. All required landscaping shall be installed (or escrowed due to season) prior to occupancy.
9. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners.
- L. Lighting: The following lighting requirements shall apply in commercial zones:
 1. Applicants for development approval shall submit a lighting plan, which shall include a photometric analysis.
 2. Site lighting shall adequately light all parking areas, walkways, and common areas. Site lighting shall be designed and/or shielded to prevent glare on adjacent properties.
 3. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
 4. Lighting fixtures on public property shall be architectural grade and consistent with a streetlight design approved by the city engineer.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2021-09, 5-4-2021)

HISTORY

Amended by Ord. 2022-16 on 12/6/2022

17.60.030: OTHER REQUIREMENTS

1. Private Covenants: The developer of a condominium project in a commercial zone shall submit a proposed declaration of covenants to the city attorney for review, including an opinion of legal counsel licensed to practice law in the state that the condominium meets

requirements of state law, and record the covenants with the condominium plat for the project.

2. Maintenance: All private areas in developments shall be properly maintained by the property owners.
3. Easements: Buildings may not be located within a public easement.
4. Phasing Plan: Applicants seeking development approval of a phased project shall submit for review at the time of preliminary plat or site plan approval a project phasing plan. Development shall be in accordance with the project phasing plan unless the city approves a revised project phasing plan.
5. Nonconforming Lots Or Parcels: Nonconforming lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a commercial zone shall be brought into conformance with the requirements of this chapter prior to development.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2016-05, 5-3-2016)

Exhibit D

(PD Overlay Zone)

17.130.050: PLANNED DEVELOPMENT FLOATING ZONE

17.130.050.010: PURPOSE

17.130.050.020: ESTABLISHMENT

17.130.050.030: AMENDMENTS

17.130.050.010: PURPOSE

The purpose of the Planned Development Floating Zone (PD) is to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council. The PD may be applied to specific geographical areas ("districts") in circumstances that address a unique situation, confer a substantial benefit to the City, or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by standard zoning and development provisions. Such circumstances may include, but are not limited to: improvements in open space and amenities, environmental and resource preservation, tree and vegetation protection, slope accommodations, improved infrastructure efficiency, exceptional and innovative site or building design, increased public benefits, and complementary integrated land uses. The City Council shall consider the purpose of the base zone and the impacts on and from surrounding properties when approving a PD District.

(Ord. 2016-05, 5-3-2016)

17.130.050.020: ESTABLISHMENT

A. Procedure:

1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.
2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this

section. Except in those instances where the Applicant is the City of South Jordan the development plan shall be approved by development agreement in conjunction with the rezoning approval. If the Applicant is the City of South Jordan the development plan may be approved as part of the rezone without a development agreement.

3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone.

B. Development Plan Requirements:

1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to standard zoning and development provisions.
2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.
3. A development plan shall also include:
 1. Site plan/conceptual subdivision plan;
 2. Circulation and access plan;
 3. Building elevations, materials, and colors;
 4. Landscape and open space plan;
 5. Signage plan;
 6. Lighting plan; and
 7. Allowed uses.

C. Prohibited:

1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).

D. Effect Of Approval:

1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect, unless such provisions are expressly waived or modified by the approved development plan and/or development agreement.
2. An approved PD District shall be shown on the zoning map by a "-PD" designation after the designation of the base zone district.
3. No permits for development within an approved PD District shall be issued by the City unless the development complies with the approved development plan.
4. The Planning Director may authorize minor deviations from an approved development plan to resolve conflicting provisions or when necessary for technical or engineering considerations. Such minor deviations shall not affect the vested rights of the PD District and shall not impose increased impacts on surrounding properties.

E. Vested Rights:

1. A property right that has been vested through approval of a PD District shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the City Council through an approved PD District.
2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the Planning Director based on significant progress otherwise demonstrated by the applicant. A project that has not substantially commenced may, at the discretion of the property owner, develop according to the base zone. A project that has substantially commenced shall not deviate, in whole or in part, from the approved PD District, unless amended per section 17.130.050.030 of this section 17.130.050.

HISTORY

Amended by Ord. 2016-05 on 5/3/2016

Amended by Ord. 2019-01 on 3/5/2019

Amended by Ord. 2023-07 on 5/2/2023

17.130.050.030: AMENDMENTS

Any application to amend an approved PD District shall be processed as a zone text amendment, except that an application to extend the district boundaries shall be processed as a rezone. Except in those instances where the Applicant is the City of South Jordan any amendment to an approved PD District requires that the corresponding development agreement also be amended.

HISTORY

Amended by Ord. 2016-05 on 5/3/2016

Amended by Ord. 2023-07 on 5/2/2023

Exhibit E

(Resolution 2023-50 – to be inserted once executed excluding Exhibit A)

Exhibit F**(C-C (PD) Permitted Uses)**

- Lodging
- Office
- Personal Services not including the following uses:
 - Clothing rental and tailoring
 - Laundry/dry cleaning
 - Tanning salon
- Restaurant
- Arts & Recreation
- Outdoor Recreation
- General Retail not including the following uses:
 - Building, hardware, and garden materials and supplies
 - Pet store
 - Pets
 - Pharmacy and drug
 - Secondhand and pawn
 - Tobacco and alcohol
 - Vehicle and equipment parts and supplies
- Freestanding Kiosk

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Exhibit G

(City Code §16.26)

CHAPTER 16.26 PARKING AND ACCESS

16.26.010: PURPOSE AND OBJECTIVES

16.26.020: PEDESTRIAN AND VEHICLE ACCESS STANDARDS

16.26.030: PARKING STANDARDS

16.26.040: PARKING RATIOS

16.26.050: PARKING AND ACCESS FOR DISABLED PERSONS

16.26.010: PURPOSE AND OBJECTIVES

This chapter is established to provide minimum standards for parking stalls, parking areas and access to and from developments. The following objectives should guide the implementation of these standards:

1. Promote traffic circulation in and between developments.
2. Minimize access points on collector and arterial streets.
3. Mitigate environmental impacts of parking areas.
4. Enhance safety and efficiency in vehicular and pedestrian movement.
5. Encourage convenience and efficiency of parking areas.
6. Encourage aesthetic design of parking and loading areas.

(Ord. 2007-01, 1-16-2007)

16.26.020: PEDESTRIAN AND VEHICLE ACCESS STANDARDS

- A. All new development, except where privately controlled access is approved by the city council, shall have access to a public street. Any development requiring site plan or plat approval shall meet the minimum street and access requirements of this chapter and all city engineering requirements, which may include a traffic study, and be approved by the city engineer. The planning commission shall review all proposed plans for access as part of the site plan and subdivision review. Variations from minimum standards may be recommended by the city engineer.
- B. Streets and related improvements shall be designed, constructed and dedicated according to state and/or city standards and when rationally related to the impact of the project on the city's transportation system, including the road and bridge design and construction standards, and according to the alignments and design widths established by the city.
- C. Accesses shall be designed with right angles to public streets. Driveways and streets shall be aligned with other driveways and streets as required by the city engineer.
- D. Reciprocal and shared driveways shall be required as deemed necessary by the city engineer. All such driveways and accesses shall be documented with easements and/or agreements recorded with the Salt Lake County recorder.

- E. The number and spacing of access points and their locations shall be determined by UDOT, if on a state road, or by the city based upon the approval of the city engineer, with the minimum standards listed below. The city engineer, based upon good engineering judgment, may allow a modification to these minimum standards. Distances shall be measured from the edge of the pavement (where no curb exists) or back of curb of a driveway and from the existing or planned right of way line of a street. Intercepting streets on opposite sides of collector or arterial streets shall be aligned as required by the city. Double frontage lots may be accessed only from neighborhood streets, not from collector or arterial streets.

Maximum number of accesses to each lot	1 per 300 feet of street frontage, or part thereof, or less if shared access is required
Minimum access and/or street separation on collector street	100 feet
Minimum access separation on neighborhood street	20 feet
Minimum access and street separation on neighborhood street	30 feet
Minimum access width (2-way, 2 lane)	24 feet
Maximum access width (2-way, 2 lane)	30 feet
Minimum access width (1-way, 1 lane)	12 feet
Maximum access width (1-way, 1 lane)	15 feet
Maximum access width with minimum 4 foot wide landscaped median	40 feet
Minimum access width, single-family residence	12 feet
Maximum access width, single-family residence	30 feet

- F. All internal driveways shall have minimum widths of twenty four feet (24') for two-way driveways and twelve feet (12') for one-way driveways which are clearly marked as such.
- G. Loading and delivery areas shall be accessed by paved driveways which are separated from customer parking and pedestrian areas. No loading area shall be provided in the public right of way. Loading areas shall be located at the rear or sides (not street sides) of buildings and shall be of adequate size to accommodate backing and maneuvering of delivery vehicles. Loading areas shall be screened from view from public streets and

adjacent properties with fences, walls, landscaping or architectural features consistent with the building. Drive-up windows may be located on the street side of a building only if:

1. This arrangement provides for optimum traffic circulation and safety;
 2. This arrangement mitigates impacts to neighboring properties;
 3. The architectural appeal of the building is maintained on the drive-up window side; and
 4. Additional landscaping and/or architectural features are used to enhance the aesthetic appeal of the development.
- H. Defined pedestrian access shall be provided to connect developments, buildings, streets and parking areas. Sidewalks over which parked vehicles may overhang shall be at least six feet (6') wide on single parking rows and eight feet (8') wide between double rows. Sidewalks adjacent to parking stalls shall be at least four inches (4") higher than parking surfaces.
- I. New developments shall reasonably accommodate mass transit facilities. The Utah transit authority shall be consulted for commercial developments over five (5) acres and residential developments containing over one hundred (100) dwelling units. The city may require that special access for buses and waiting areas or shelters for mass transit passengers be incorporated with larger developments.
- J. If approved by the city, cash may be paid to the city in the amount of one hundred twenty five percent (125%) of the estimated cost of required street and related improvements to defer construction of improvements to existing roads and related improvements or portions thereof which are designated for widening or realignment in the transportation master plan and are rationally related to the impact of the proposed development on the city transportation system. If street improvements are postponed, the developer shall dedicate the right of way as required in subsection B of this section.
- K. All pedestrian walkways and vehicular parking and access areas shall be paved with masonry, concrete or asphalt and maintained in good condition. Pavement markings for parking stalls, disabled persons, crosswalks, travel lanes, driveways, fire lanes and loading areas shall also be maintained in good condition.
- L. Access shall be designed to facilitate safe and efficient vehicle and pedestrian movement. Additional requirements may be placed on developments to accommodate emergency vehicle access or to enhance traffic circulation and safety.
- M. Access to developments shall accommodate landscaped islands and trees as described in the landscape requirements of this title.

(Ord. 2008-09, 7-1-2008)

16.26.030: PARKING STANDARDS

- A. All commercial, industrial, institutional and multi-family residential developments shall have permanent, clearly marked parking spaces designed and constructed according to provisions of this chapter. Any development requiring site plan or plat approval shall meet the minimum parking requirements of this chapter and be approved by the City. The Planning Commission shall review and approve all proposed plans for parking.

- B. All parking areas shall be paved with concrete or asphalt and shall be maintained in good condition. Striping shall also be maintained in good condition to clearly define parking stalls, driveways, markings for disabled persons, crosswalks, pedestrian and travel lanes, loading areas and fire lanes.
- C. Parking areas shall be constructed to accommodate drainage and access requirements of City ordinances.
- D. The required off street parking facilities shall be the continuing obligation of the property owner as long as the use requiring said parking facilities is continued. Parking facilities existing at the time of adoption of this chapter which are nonconforming with the provisions of this chapter may continue; provided, that the use of the premises is not replaced by one requiring additional parking stalls. Any expansion or intensification of the use of the property shall be accompanied by compliance with the parking requirements of this chapter.
- E. Parking facilities shall be provided on the same lot as the use for which the parking facilities are required, except for approved common or off premises parking facilities. Common or off premises parking facilities are not permitted in agricultural or residential zones, except as allowed by the Planning Commission with a conditional use permit.
- F. Off premises parking facilities may be used to satisfy requirements of this chapter with City approval; provided, that all provisions of this chapter continue to be met.
- G. Common parking facilities for more than one use may be used to satisfy the requirements of this chapter. The minimum number of parking spaces for the combined uses on the lot shall be the total of the parking spaces required for the individual uses.
- H. No parking area backing space shall be provided in the public right-of-way, except for approved on street parking.
- I. All parking areas and driveways shall be bordered with concrete curb walls or other approved barriers except where adjacent to future phases of development as determined by the City.
- J. Parking structures shall be considered buildings for purposes of the yard requirements of this title. (Ord. 2007-01, 1-16-2007)

Stall width	9 feet
Disabled stall width	According to the requirements of the Americans With Disabilities Act
Stall depth	20 feet
Stall depth when minimum 6 foot (or 8 feet for double rows) wide curbed landscape planter or sidewalk is used for overhang (minimum 4 feet of planter or sidewalk must remain clear)	18 feet

Parallel stall length	26 feet
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K. The following minimum design standards shall apply to parking stalls:

(Ord. 2018-07, 5-15-2018)

- L. Diagonal parking stalls may be used provided that the minimum rectangular dimensions for the stall are maintained.
- M. All parking areas shall be lit. A lighting plan shall accompany all parking area proposals. Lighting shall be arranged or shielded to prevent glare on adjacent residential or agricultural properties.
- N. Parking stalls required for a particular use shall be located within a four hundred foot (400') radius of said use. Parking areas may not be divided from the uses they serve by public streets.
- O. Parking areas in all developments shall be designed to accommodate emergency access as determined by the City Council. Parking areas in residential developments shall be designed to accommodate recreational vehicles including watercraft, campers, motor homes, snowmobiles, all-terrain vehicles and travel trailers.
- P. Parking areas shall accommodate landscaped islands and trees as described in the landscape requirements of this title.

(Ord. 2007-01, 1-16-2007)

16.26.040: PARKING RATIOS

The following ratios shall be used in computing the number of parking stalls required for the uses listed. The city council may determine the requirements for individual developments if a use is not listed or under unusual circumstances in which a greater or lesser number of parking stalls is justified.

Use Required	Spaces
Animal services	1 per 200 square feet of floor area
Beauty and hair salons	3 per chair
Bowling alley	4 per lane
Car wash, automatic or self-serve	1 per bay for cleaning or drying plus 2 stacking per bay
Car wash or fast lube	1 per employee at maximum shift change plus 4 stacking per bay

Churches, synagogues and temples	1 per 3 seats in fixed seating area plus 1 per 100 square feet of floor area of additional areas
Convenience stores and gas stations	1 per 150 square feet of floor area
Daycare centers and preschools	1 per 300 square feet of floor area
Dry cleaners and laundries	1 per 200 square feet of floor area
Emergency services, medical clinics and treatment	1 per 200 square feet of floor area
Golf course	2 per hole plus 1 per 200 square feet of floor area
Golf driving range	1 per tee plus 1 per 200 square feet of floor area
Government	1 per 400 square feet of floor area
Group, disabled or nursing home	1 per 3 beds plus 1 per employee
Home occupations with customers on premises in addition to standard residential requirements	1 per dwelling
Horseback riding and stables	1 per horse or stable
Hospitals	2 per bed
Hotels and motels	1 per room
Libraries, museums and art galleries	1 per 300 square feet of floor area
Manufacturing, processing and assembling	1 per 800 square feet of floor area or 1 per employee at maximum shift change
Miniature golf, skateboard parks, water parks and skating rinks	As determined by the city on a case by case basis
Mortuaries and crematoria	1 per 3 seats in assembly area
Motor vehicle and other light repair	1 per 100 square feet of floor area plus 1 per employee at maximum shift change

Motor vehicle or other heavy repair	1 per 200 square feet of floor area plus 1 per employee at maximum shift change
Motor vehicle sales or rental	1 per 400 square feet of floor area
Movie theaters	1 per 3 seats
Office	1 per 300 square feet of floor area
Outdoor markets, garden nurseries and greenhouses	1 per 400 square feet
Post office	1 per 200 square feet of floor area
Recreation, amusement, entertainment and other assembly	1 per 4 seats if seating is known or 1 per 100 square feet of floor area
Residential:	
Multi-family dwelling	1.5 per 1 bedroom unit
	2 per 2 bedroom unit
	2.5 per 3 or more bedroom unit
Single-family dwelling	2 per dwelling
Two-family dwelling	4 per dwelling
Restaurants	1 per 100 square feet of floor area or 1 per 4 seats
Restaurants with drive-up	1 per 100 square feet of floor area or 1 per 4 seats plus 5 stacking
Retail sales or rental	1 per 200 square feet floor area
Schools:	
Elementary and secondary	5 per classroom
High school	15 per classroom

Colleges, universities and vocational schools	1 per 100 square feet of floor area
Social, fraternal, professional and other meeting halls	1 per 300 square feet of floor area
Stadiums	1 per 4 seats
Swimming pools	1 per 4 persons based on capacity
Telemarketing, wholesale (no customers on premises)	1 per employee at maximum shift change
Warehousing, distribution and storage	1 per 800 square feet of floor area or 1 per employee at maximum shift change
Weight reduction, health and fitness centers	1 per 200 square feet of floor area
Wholesale with customers	1 per 400 square feet of floor area

(Ord. 2012-14, 10-2-2012)

16.26.050: PARKING AND ACCESS FOR DISABLED PERSONS

All buildings and uses on the site shall be equipped with appropriate means of access for disabled persons. Said access shall meet requirements of the building code. Standards of the Americans with disabilities act should be followed to provide safe and convenient access for the disabled. Failure to comply with any of the requirements of the Americans with disabilities act does not constitute a violation of this chapter.

(Ord. 2007-01, 1-16-2007)

RESOLUTION R2023-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF THE CITY OF SOUTH JORDAN FROM OPEN SPACE (OS) TO ECONOMIC CENTER (EC) ON PROPERTY LOCATED AT 9800 SOUTH 4800 WEST; KIRK YOUNG (APPLICANT).

WHEREAS, the City Council of the City of South Jordan (“City Council”) has adopted the Future Land Use Plan Map and the General Plan of the City of South Jordan (“Land Use Map”); and

WHEREAS, the Applicant requested that the City Council amend the Land Use Map by changing the land use designation on property located at 9800 S. 4800 W. from Open Space (OS) to Economic Center (EC); and

WHEREAS, the South Jordan Planning Commission reviewed Applicant’s proposed amendment and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing concerning the proposed amendment; and

WHEREAS, the City Council finds that amending the Land Use Map as proposed by the Applicant will enhance the public health, safety and general welfare, and promote the goals of the General Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Amendment. The land use designation of the Land Use Map of property described in Application PLZBA202300172, filed by Kirk Young, which is located at 9800 S. 4800 W. in the City of South Jordan, Utah, is hereby changed from Open Space (OS) to Economic Center (EC), as shown in **Exhibit A**.

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 _____, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

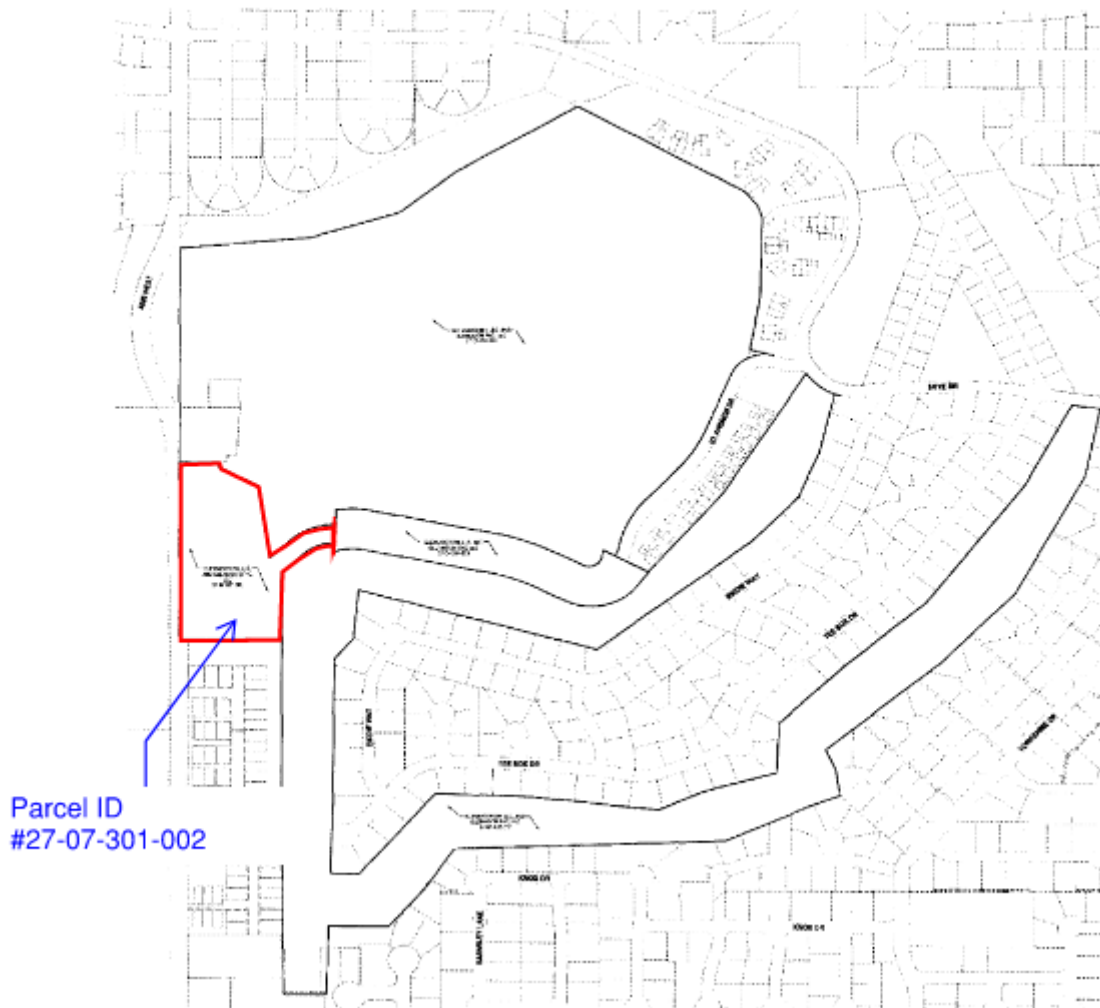
Office of the City Attorney

Exhibit A

(Property Description and Map)

Parcel ID: 27-07-301-002

Beginning at a point being South $00^{\circ}02'00''$ East 228.00 feet along the section line from the West Quarter Corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 153.07 feet; thence South $00^{\circ}02'10''$ East 19.47 feet; thence South $62^{\circ}26'00''$ East 171.27 feet; thence South $09^{\circ}05'10''$ East 296.03 feet; thence North $47^{\circ}12'00''$ East 105.81 feet; thence Northeasterly 189.17 feet along the arc of a 241.00 foot radius curve to the right (center bears South $42^{\circ}48'10''$ East and the chord bears North $69^{\circ}41'09''$ East 184.35 feet with a central angle of $44^{\circ}58'21''$); thence South $02^{\circ}12'00''$ West 76.16 feet; thence Southwesterly 129.60 feet along the arc of a 165.00 foot radius curve to the left (center bears South $02^{\circ}12'06''$ West and the chord bears South $69^{\circ}42'02''$ West 126.29 feet with a central angle of $45^{\circ}00'07''$); thence South $47^{\circ}12'00''$ West 116.55 feet; thence South $00^{\circ}02'10''$ East 277.68 feet; thence South $89^{\circ}58'09''$ West 395.00 feet to the section line; thence North $00^{\circ}02'10''$ West 732.16 feet along the section line to the point of beginning. Contains 270,947 Square Feet or 6.220 Acres



ORDINANCE NO. 2023-07-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 9800 SOUTH 4800 WEST FROM THE R-M-6 (PD) AND PARK OPEN SPACE SUBDISTRICT (OS-P) ZONE TO COMMUNITY COMMERCIAL WITH A PLANNED DEVELOPMENT OVERLAY C-C (PD) ZONE FOR PARCEL 27-17-301-002; AND FROM R-M-6 (PD) ZONE TO OS-P ZONE FOR PARCEL 27-07-301-003.

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, Kirk Young, proposed that the City Council amend the Zoning Map by rezoning the below-described property; 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 property described in Application PLZBA202300172, and located at 9800 South 4800 West, are hereby reclassified from the R-M-6 (PD) zone and OS-P zone to the C-C (PD) zone for Parcel 27-17-301-002; and from the R-M-6 (PD) zone to OS-P zone for Parcel 27-07-301-003, 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 _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

EXHIBIT A

(Legal Descriptions)

Parcel ID: 27-07-301-002 (Rezone from R-M-6 (PD) & OS-P TO C-C (PD))

Beginning at a point being South $00^{\circ}02'00''$ East 228.00 feet along the section line from the West Quarter Corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 153.07 feet; thence South $00^{\circ}02'10''$ East 19.47 feet; thence South $62^{\circ}26'00''$ East 171.27 feet; thence South $09^{\circ}05'10''$ East 296.03 feet; thence North $47^{\circ}12'10''$ East 105.81 feet; thence Northeasterly 189.17 feet along the arc of a 241.00 foot radius curve to the right (center bears South $42^{\circ}48'10''$ East and the chord bears North $69^{\circ}41'09''$ East 184.35 feet with a central angle of $44^{\circ}58'21''$); thence South $02^{\circ}12'00''$ West 76.16 feet; thence Southwesterly 129.60 feet along the arc of a 165.00 foot radius curve to the left (center bears South $02^{\circ}12'06''$ West and the chord bears South $69^{\circ}42'02''$ West 126.29 feet with a central angle of $45^{\circ}00'07''$); thence South $47^{\circ}12'00''$ West 116.55 feet; thence South $00^{\circ}02'10''$ East 277.68 feet; thence South $89^{\circ}58'09''$ West 395.00 feet to the section line; thence North $00^{\circ}02'10''$ West 732.16 feet along the section line to the point of beginning. Contains 270,947 Square Feet or 6.220 Acres

Parcel ID: 27-07-301-003 (Rezone from R-M-6(PD) & OS-P)

Beginning at a point being South $00^{\circ}02'00''$ East 423.52 feet along the section line and East 604.33 feet from the West Quarter corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running Southeasterly 138.77 feet along the arc of a 366.00 foot radius curve to the right (center bears South $10^{\circ}32'59''$ East and the chord bears South $89^{\circ}41'16''$ East 137.94 feet with a central angle of $21^{\circ}43'27''$); thence South $78^{\circ}49'32''$ East 481.98 feet; thence Southeasterly 259.38 feet along the arc of a 961.00 foot radius curve to the right (center bears South $11^{\circ}10'28''$ West and the chord bears South $71^{\circ}05'36''$ East 258.59 feet with a central angle of $15^{\circ}27'52''$); thence South $63^{\circ}21'40''$ East 104.98 feet; thence Northeasterly 92.23 feet along the arc of a 52.00 foot radius curve to the left (center bears North $26^{\circ}38'20''$ East and the chord bears North $65^{\circ}49'38''$ East 80.61 feet with a central angle of $101^{\circ}37'25''$); thence North $15^{\circ}00'55''$ East 31.22 feet; thence South $61^{\circ}48'00''$ East 196.57 feet; thence South $37^{\circ}49'49''$ West 72.78 feet; thence Southwesterly 310.09 feet along the arc of a 228.00 foot radius curve to the right (center bears North $51^{\circ}17'11''$ West and the chord bears South $77^{\circ}40'35''$ West 286.74 feet with a central angle of $77^{\circ}55'31''$); thence North $63^{\circ}21'40''$ West 109.04 feet; thence Northwesterly 215.11 feet along the arc of a 797.00 foot radius curve to the left (center bears South $26^{\circ}38'20''$ West and the chord bears North $71^{\circ}05'36''$ West 214.46 feet with a central angle of $15^{\circ}27'52''$); thence North $78^{\circ}49'32''$ West 481.98 feet; thence Southwesterly 114.74 feet along the arc of a 202.00 foot radius curve to the left (center bears South $11^{\circ}10'28''$ West and the chord bears South $84^{\circ}54'08''$ West 113.20 feet with a central angle of $32^{\circ}32'41''$); thence North $02^{\circ}12'00''$ East 171.83 feet to the point of beginning. Contains 200,035 Square Feet or 4.592 Acres



Parcel ID
#27-07-301-003



OPEN HOUSE

WEDNESDAY

OCTOBER 18, 2023

5:30 - 6:30 PM

Come view concept drawings of new amenities
to enhance our Community Golf Course

MEET AT THE CLUB HOUSE | 9800 SOUTH 4800 WEST | SOUTH JORDAN

LIGHT REFRESHMENTS WILL BE SERVED

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

NOTICE OF PUBLIC HEARING

October 13, 2023

Dear Recipient:

Glenmoor Golf Club representatives filed an application (**PLZBA202300172**) to amend the future land use and current zoning on golf course properties along St. Andrews Drive and along 4800 West. Both properties are currently zoned R-M-6 (PD) (Residential-Multiple, 6 units per acre, Planned Development), and a small portion of the property along 4800 West is also zoned OS-P (Open Space-Parks). The City Council zoned these properties R-M-6 (PD) in 2018 when it rezoned the rest of the golf course OS-P.

The current application proposes rezoning the property along St. Andrews Drive from R-M-6 (PD) to OS-P. For the property along 4800 West, which includes the existing parking lot and undeveloped land south of the parking lot, the application proposes changing the land use designation to Economic Center. It also proposes to rezone the 4800 West property from R-M-6 and OS-P to C-C (Commercial). This application does not include the clubhouse, other existing buildings, fairways or the driving range.

You are receiving this notice because Salt Lake County records indicate you own property within 300 feet of the subject properties or are an “affected entity.” A map showing the location of the properties is on the back of this notice. This map shows the zoning that the properties are being amended to with this application.

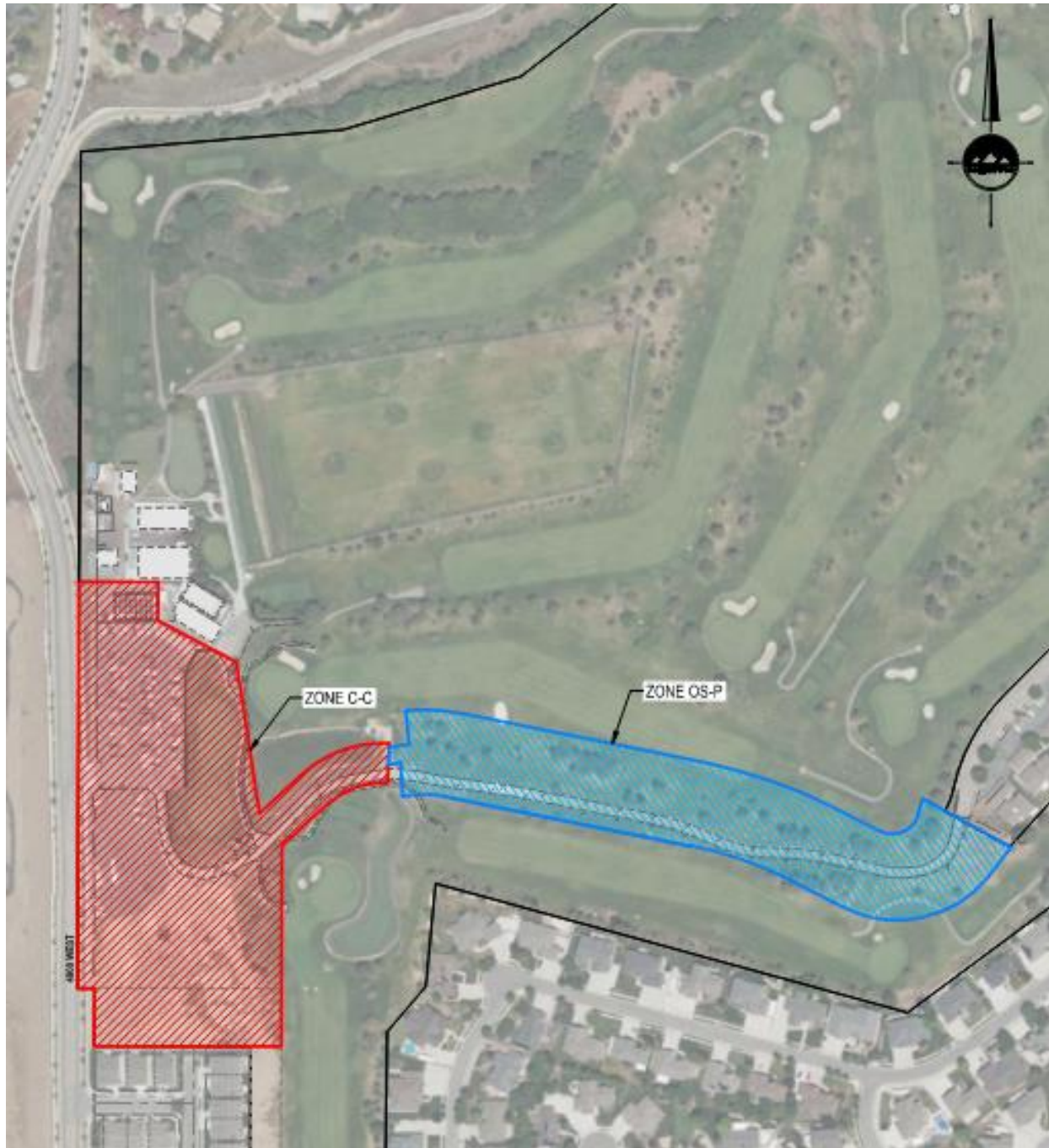
The **South Jordan Planning Commission** will hold a public hearing regarding this proposal at **6:30 p.m. on Tuesday, October 24, 2023** in the South Jordan City Council Chambers (1600 W. Towne Center Dr.). You are invited to attend and share your comments or concerns about the proposal during that hearing. You may also attend virtually by following the instructions provided at: <https://www.sjc.utah.gov/254/Planning-Commission>. Virtual attendance is contingent upon the user’s internet access, not the City. For more information, the published agenda and packet with supporting material will be available to the public by 12:00 p.m. on October 20, 2023 at: <https://www.sjc.utah.gov/254/Planning-Commission>.

You can submit written comments or concerns by mail, or by emailing Andrew McDonald at amcdonald@sjc.utah.gov, before **12:00 p.m. on October 24, 2023**. This ensures that City staff and the Planning Commission can review comments or concerns prior to the meeting. All written comments or concerns that the City receives will be included in the meeting minutes.

If you desire further information, you may contact the South Jordan Planning Department **(801) 446-4357** during regular business hours or by contacting the email provided above.

Respectfully,
Andrew McDonald
Planner I

Location of Subject Property and depiction of zoning change



SOUTH JORDAN CITY
CITY COUNCIL STUDY MEETING

October 3, 2023

Present: Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Don Shelton, Council Member Tamara Zander, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, City Attorney Ryan Loose, Director of Commerce Brian Preece, Director of Strategy & Budget Don Tingey, Fire Chief Chris Dawson, Director of Administrative Services Melinda Seager, Director of Public Works Raymond Garrison, Director of Recreation Janell Payne, CFO Sunil Naidu, Director of Planning Steven Schaefermeyer, City Engineer Brad Klavano, Police Chief Jeff Carr, Communications Manager Rachael Van Cleave, GIS Coordinator Matt Jarman, Senior Systems Administrator Phill Brown, IT Director Jon Day, City Recorder Anna Crookston, Meeting Transcriptionist Diana Baun, Planning Commissioner Laurel Bevans, Arts Program Coordinator Tiffany Parker, Parks & Rec Administrative Assistant Kaitlin Youd

Absent:

Others: Kyrene Gibb, Kathie Johnson, Jake McIntire, Doug Young, Kirk Young, Todd Lanvord

4:41 P.M.
STUDY MEETING

A. Welcome, Roll Call, and Introduction: *By Mayor Dawn R. Ramsey*

Mayor Ramsey welcomed everyone present and introduced the meeting.

B. Invocation: *By Mayor Dawn Ramsey*

Mayor Ramsey offered the invocation.

C. Mayor and Council Coordination

Council Member McGuire asked if staff had details on the Veteran's Breakfast being advertised at Mulligans.

Director of Recreation Janell Payne responded there are two, one is a Veteran's lunch through the senior programming, and then one put on with Luann Jensen. She will get a calendar invite sent to the council.

Mayor Ramsey said she believes the breakfast is on November 4, which is the one Luann Jensen is helping to organize. Staff will confirm that and make sure everyone is aware of the final information. She also discussed the gathering at the Shelton home on November 16.

D. Discussion/Review of Regular Council Meeting

The Mayor and Council briefly reviewed the agenda for the City Council Meeting.

E. Presentation Item

E.1. South Jordan Arts Council Draft Master Plan. *(By Director of Recreation Janell Payne)*

Director Payne gave some brief background and introduced Jake McIntire from Union Creative.

Jake McIntire reviewed his prepared presentation of the Art's Council Draft Master Plan (Attachment A).

Mayor Ramsey noted that LIVE Daybreak was listed along with other stakeholders in regards to the performing arts center planned in Daybreak, and she was unsure of why the HOA would need to be a part of that since the Miller Group owns the property.

Council Member McGuire noted that when any of that commercial real estate is sold, a percentage goes back to LIVE Daybreak to be reinvested by their Arts Council.

Mr. McIntire noted they could be taken out, but it seemed to him that they would be an active partner in that. If that is exclusively through Salt Lake County and the Miller Real Estate Team, that can be changed; he will look into those details and confirm that. He continued reviewing Attachment A.

Mayor Ramsey asked for a copy of the survey results to see the residents' responses.

Mr. McIntire noted there is a link to the report in the prepared presentation (Attachment A), on page 17.

Kyrene Gibbs with Y2K Analytics was happy to send out helpful parts of the survey responses directly if the council would like it so they can see the verbatim responses.

Council Member Shelton asked for more details on the idea of "interactive art."

Mr. McIntire responded it is usually artwork that you physically interact with, many times light and/or sound based. He explained that those usually come with higher maintenance costs.

Council Member McGuire mentioned an interactive flower installation just outside Harmon's in Daybreak and a LIVE Daybreak Art Installation with an interactive guitar, along with a few other examples of interactive art.

Council Member Marlor noted that those types of art are primarily in parks and other public areas, mentioning a chess board he had seen where people came dressed up as the pieces were part of the game as people played.

Council Member McGuire motioned to recess the City Council Study Meeting and move to Executive Closed Session. Council Member Shelton seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

RECESS CITY COUNCIL STUDY MEETING AND MOVE TO EXECUTIVE CLOSED SESSION

F. Executive Closed Sessions

F.1. Discussion of pending or reasonably imminent litigation.

F.2. Discussion of the purchase, exchange, or lease of real property.

Council Member Marlor motioned to adjourn the Executive Closed Session and return to the City Council Study Meeting. Council Member McGuire seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

ADJOURN EXECUTIVE CLOSED SESSION AND RETURN TO CITY COUNCIL STUDY MEETING

RECESS CITY COUNCIL STUDY MEETING AND MOVE TO THE CITY COUNCIL MEETING AT 6:20 P.M. IN THE COUNCIL CHAMBERS

RECONVENE CITY COUNCIL STUDY MEETING IN THE CITY COUNCIL WORK ROOM

G. Discussion Item

G.1. Glenmoor. *(By Doug Young)*

Doug Young reviewed his prepared presentation (Attachment B).

Council Member Zander joined the meeting electronically.

Council Member Marlor asked how this would affect the Glenmoor and Shoreline housing unit agreement/transfer.

Attorney Loose responded that essentially both agreements would be signed at the same time to move those units from Glenmoor, even if one project is moving faster than the other.

Council Member McGuire asked about parking and if Mr. Young feels there will be enough parking for all the things being proposed.

Mr. Young said they are expanding the parking to nearly double the current amount.

Council Member Zander asked about the proposed number of units in the hotel.

Mr. Young responded they are hoping to get 105 rooms.

The council was supportive in general of the proposal and encouraged Mr. Young to continue working on his proposal.

Staff and the Council discussed the proposed zones and the next steps in this process including the development agreements, transferring the Glenmoor residential units and eventually heading to Planning Commission.

ADJOURNMENT

Council Member Zander motioned to adjourn the October 3, 2023 City Council Study Meeting. Council Member Harris seconded the motion; vote was 5-0 unanimous in favor.

The October 3, 2023 City Council Study meeting adjourned at 8:07 p.m.

This is a true and correct copy of the October 3, 2023 City Council Study Meeting Minutes, which were approved on October 17, 2023.

Anna Crookston

South Jordan City Recorder



GLENMOOR GOLF CLUB



Our Community...



Our Course...

Hunt for the Brave:
Veterans On Course



Women's Golf Day



"Show Up" Initiative for Special Olympics



Glenny Gators Junior Golf



PGA Junior League

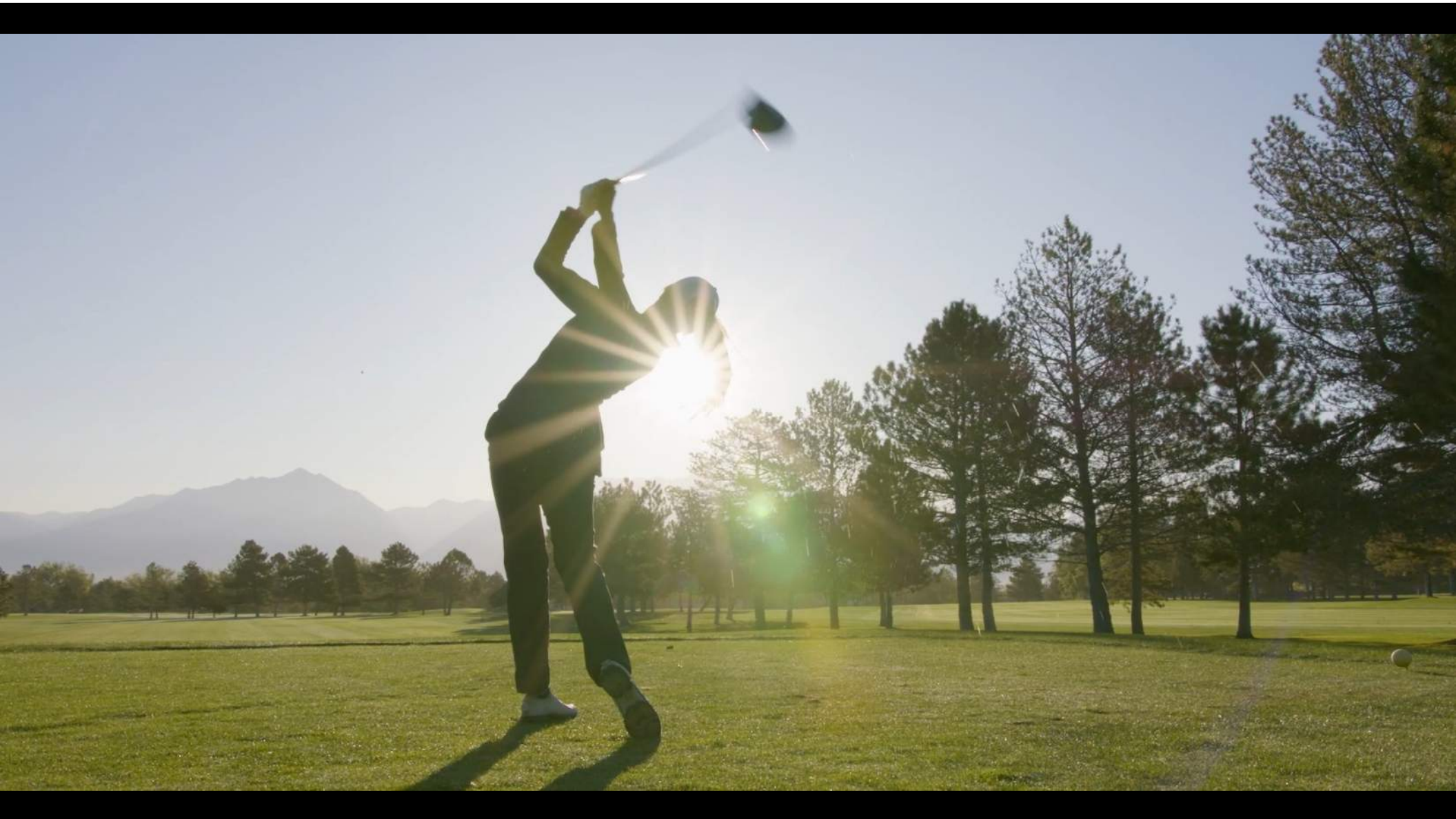


Glenmoor Men's League



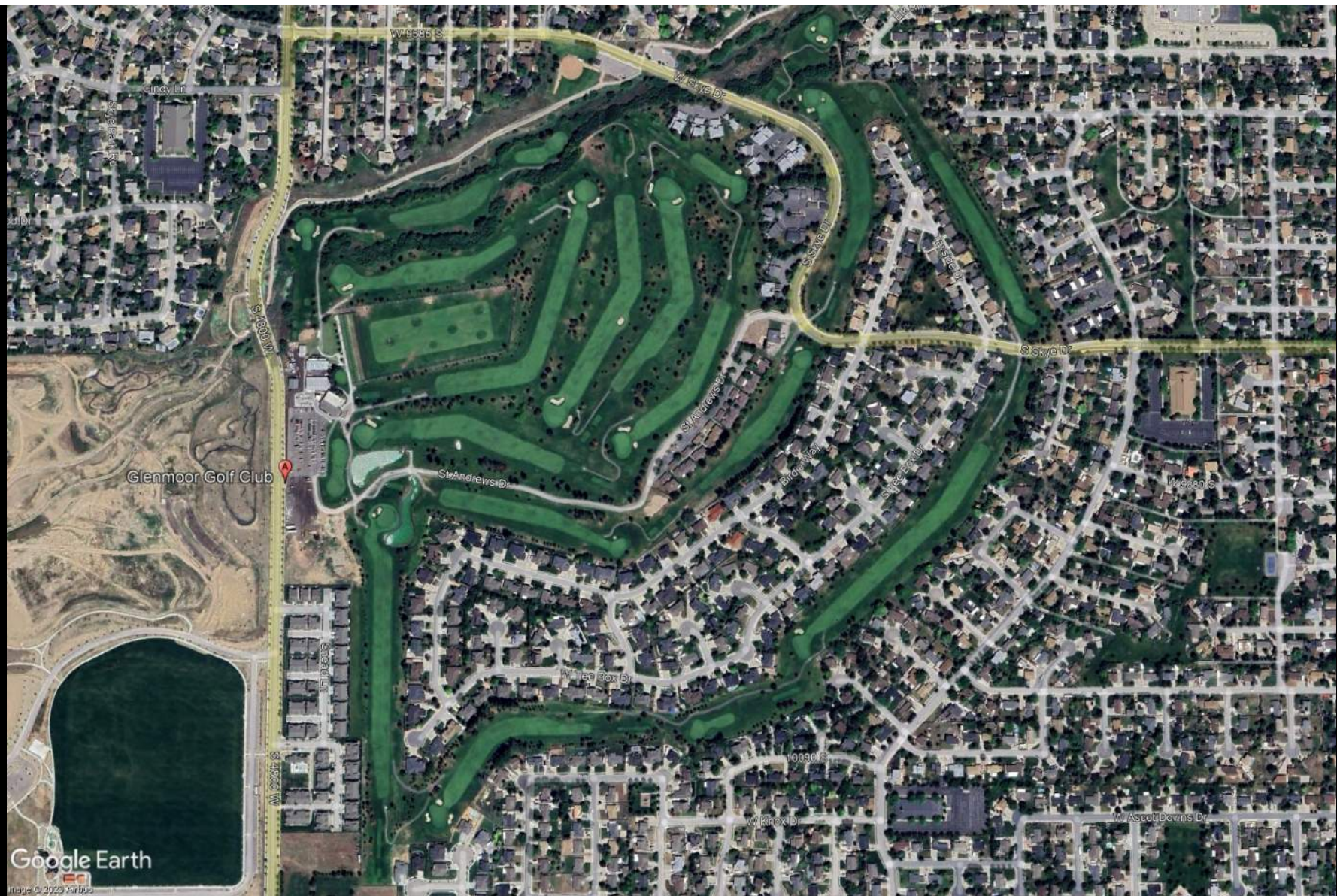
























GLENMOOR RESORT

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 10/24/23

Application: SHORELINE DEVELOPMENT REZONE
Rezoning from Agricultural (A-1) and Commercial Industrial (C-I) to Commercial Community Planned Development (C-C-PD).

Address: Approximately 7102 W 11800 S
File No: PLZBA202200083
Applicant: Kirk Young

Submitted By: David Mann, Long Range Planning Analyst
Chris Clinger, Senior Engineer

Staff Recommendation (Motion Ready): Based on the staff report and other information presented to the Planning Commission during the public hearing, and the Planning Commission's discussion, I move that the Planning Commission forward a recommendation to the City Council to **approve** the proposed rezone from **A-1 and C-I to C-C-PD** with the following provision:

- That the Applicant and Staff resolve some minor inconsistencies that remain in the design guidelines and master development agreement prior to City Council approval.

STANDARD OF APPROVAL

Rezoning Application: The rezoning of property may not be considered if the proposed zoning does not conform to the [G]eneral [P]lan. 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)

BACKGROUND:

Kirk Young submitted an application in April of 2022 to create a Planned Development (PD) floating zone. The municipal code states that proposals for the PD floating zone should "address a unique situation, confer a substantial benefit to the City, or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by standard zoning and development provisions." The Applicant is proposing the construction of a mixed use development on 191 acres adjacent to 11800 South and Bacchus Highway. The Applicant has been cleaning up the subject property, currently owned by South Valley Water Reclamation Facility, so that development can occur. City Staff, including many of the

department heads, met with the development group on May 31, 2022 after the first review of the submitted application was reviewed. Staff worked with the development group to clarify issues such as infrastructure design, open space requirements, residential density, design guideline function, and establishing a timeline as the project moved forward. While the Applicant was preparing documents to resubmit for a second Staff review, they became aware of plans to realign Bacchus Highway so that it split the subject property. This delayed their resubmittal until the beginning of 2023. Staff reviewed a few versions of the design guidelines over the next six months. The Applicant presented some conceptual designs to the City Council during a study session held on August 1, 2023, as required by the planned development floating zone requirements. After this meeting, Staff had regular contact with the Applicant to finalize drafts of the design guidelines and master development agreement that can be presented during the public hearings.

A description of the Property is as follows:

ACREAGE:	Approximately 191 acres
CURRENT ZONE:	A-1 and C-I
CURRENT USE:	Vacant
FUTURE LAND USE PLAN:	Mixed Use
NEIGHBORING LU DESIGNATIONS, (ZONING)/USES	<p>North - Residential Development Opportunity, (P-C) / Daybreak</p> <p>South - N/A (A-5) / South Jordan Annexation</p> <p>East - Residential Development Opportunity, (P-C) / Daybreak</p> <p>West - N/A (A-5) / South Jordan Annexation</p>

ANALYSIS:

The Applicant submitted a concept plan that shows the realignment of Bacchus Highway from the west side of the subject property to splitting the property in half. The plan shows a commercial town center on the south west quadrant of the subject property and a 20 acre park on the north east corner. The Applicant has shown the proposed roads for this project connecting with existing or future roads to promote cohesiveness with the surrounding development. The design guidelines outline five place types that will exist in the proposed development, ranging from “Town Center” to “Parks, Trails, and Open Space”. The Applicant has expressed a desire to implement good planning principles (similar to Daybreak) that promote walkability, such as smaller blocks, bicycle/pedestrian infrastructure, connectivity, and architecture that enhances street life. The Applicant is also attempting to bring a Bus Rapid Transit (BRT) line to service the development and surrounding area. Staff has identified some elements in the design guidelines that still need to be worked through, such as the addition of ADUs as an allowed use and clarifying the role of the Administrator that is referenced often.

Staff, in coordination with the Applicant, drafted a master development agreement that includes the following developer obligations:

- The development will include a minimum of 189,500 square feet of commercial uses, both in the town center and in mixed use projects.
- The overall gross residential density for the project will be 8 units per acre, similar to other PD floating zone developments. In addition to this maximum density, 72 units that were approved to be built on the Glenmoor golf course property will be transferred to this development.
- The design of buildings within the development will be reviewed by an architectural review committee created by an established HOA prior to being submitted to the City for review.
- A 20% minimum open space requirement will be established.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The Applicant is proposing a rezone to a PD floating zone on 191 acres.
- The proposal includes 189,500 sf of commercial uses, 8 units per acre of residential density (plus 72 units from the Glenmoor TDR), and 20% open space.
- The City and Applicant will enter into a master development agreement prior to any rezone approval.
- Staff finds the proposal sufficiently meets the intent of the PD floating zone.

Conclusions:

Based on the findings listed above, Staff concludes that:

- The proposed rezone meets the standard of approval for rezoning property as outlined in Section 17.130.050 of the City Code.

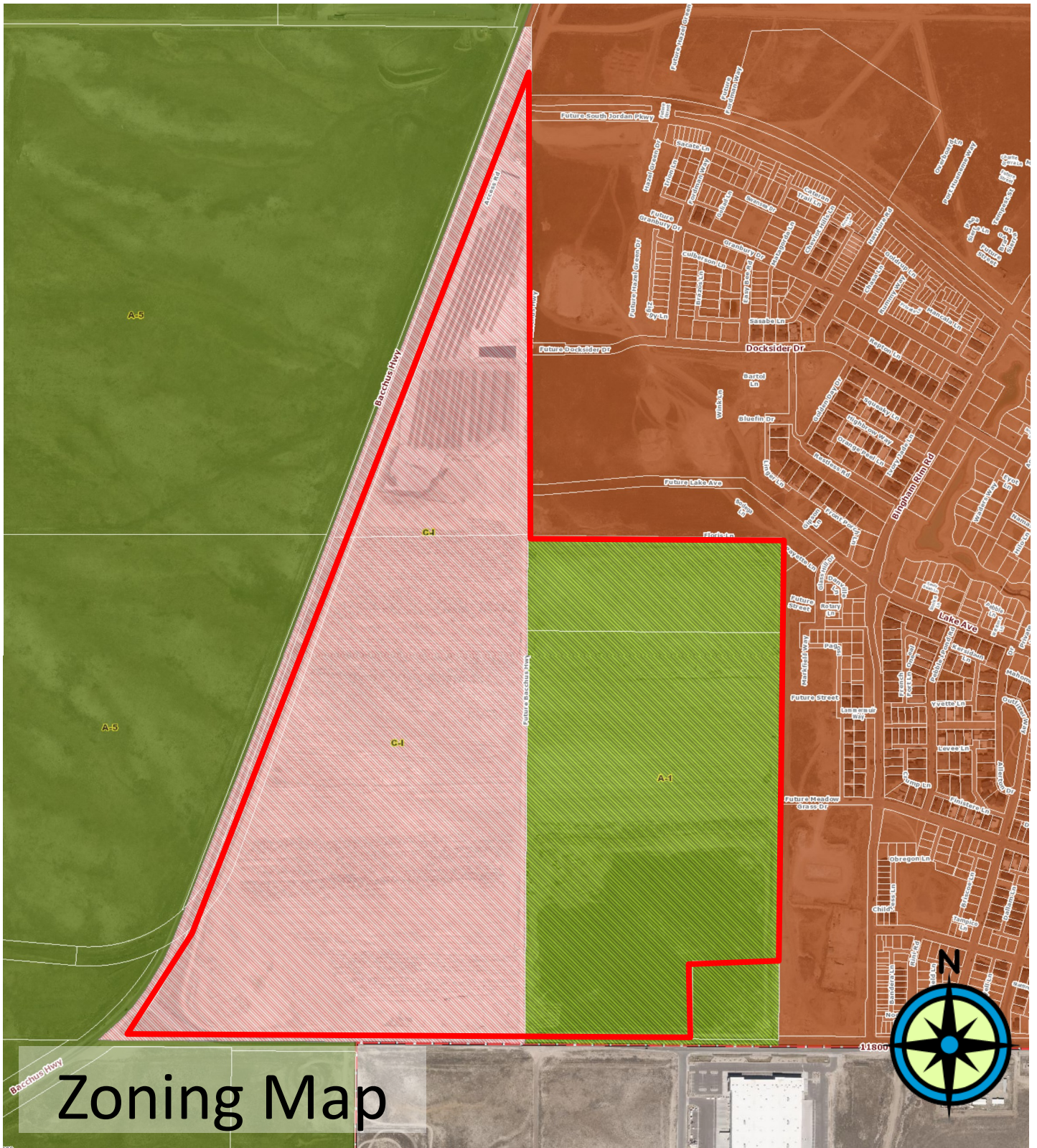
ALTERNATIVES:

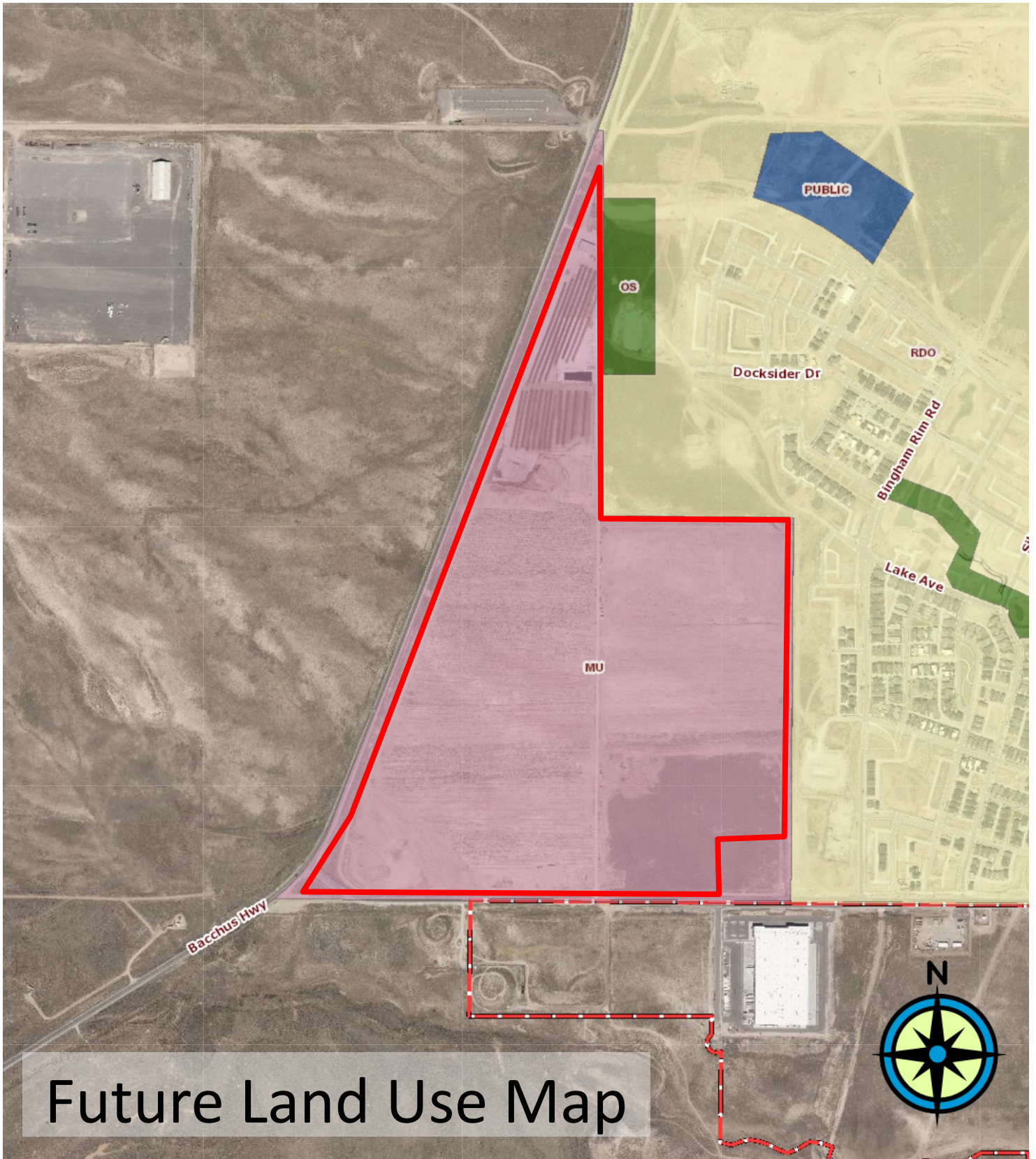
- Recommend denial of the application.
- Propose modification(s) to the application.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- Location Map
- Zoning Map
- Land Use Map
- Shoreline Land Use Plan
- Shoreline Concept Plan
- Conceptual Drawings
- Master Development Agreement
- Design Guidelines
- Resolution R2023-16 (Development Agreement)
- Ordinance 2021-06-Z (Rezone)





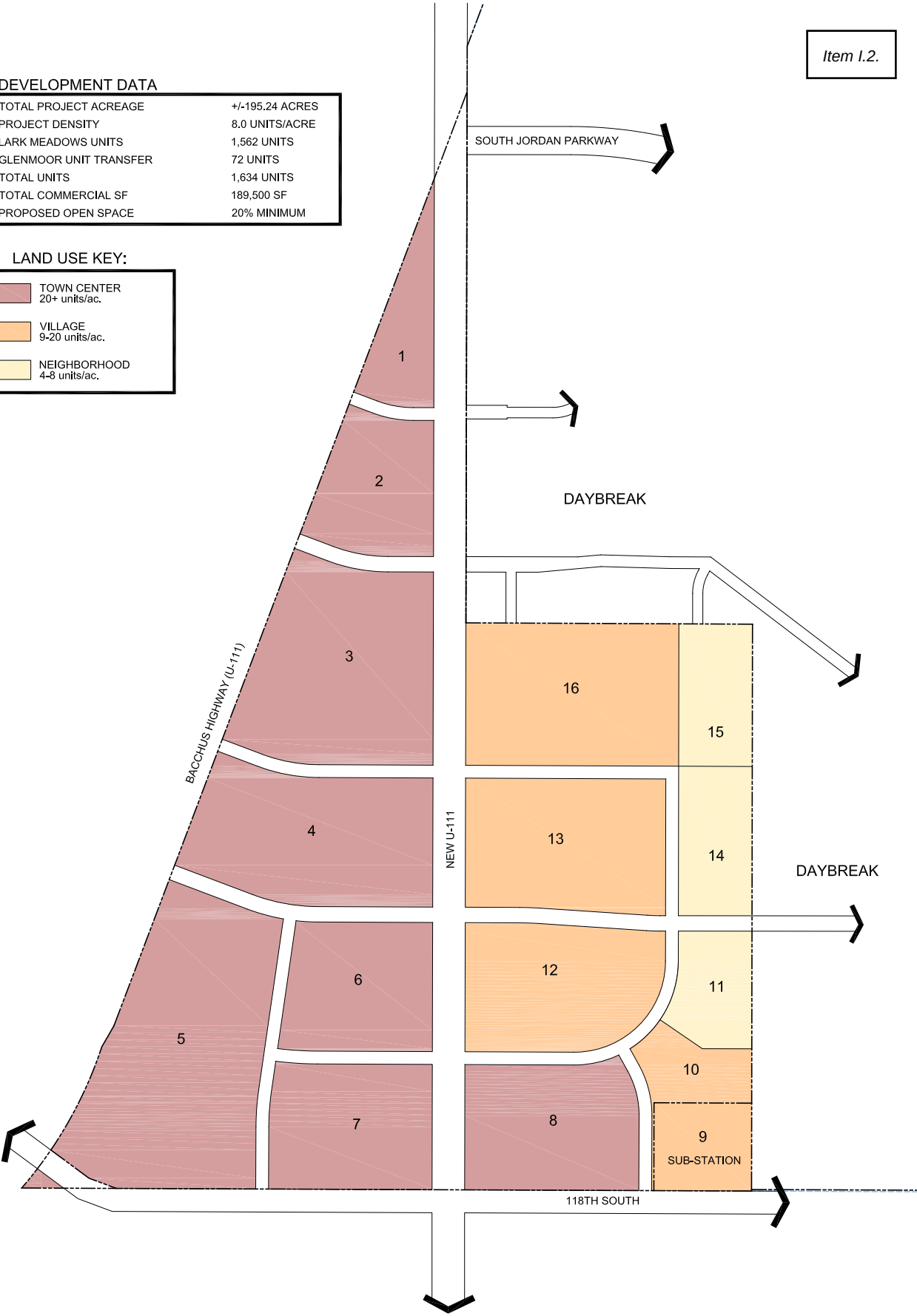


DEVELOPMENT DATA

TOTAL PROJECT ACREAGE	+/-195.24 ACRES
PROJECT DENSITY	8.0 UNITS/ACRE
LARK MEADOWS UNITS	1,562 UNITS
GLENMOOR UNIT TRANSFER	72 UNITS
TOTAL UNITS	1,634 UNITS
TOTAL COMMERCIAL SF	189,500 SF
PROPOSED OPEN SPACE	20% MINIMUM

LAND USE KEY:

	TOWN CENTER 20+ units/ac.
	VILLAGE 9-20 units/ac.
	NEIGHBORHOOD 4-8 units/ac.



0 100 200 400 600
SCALE: 1" = 200'



SHORELINE
MASTER LAND USE PLAN
EXHIBIT B
SEPTEMBER 7, 2023

DEVELOPMENT DATA

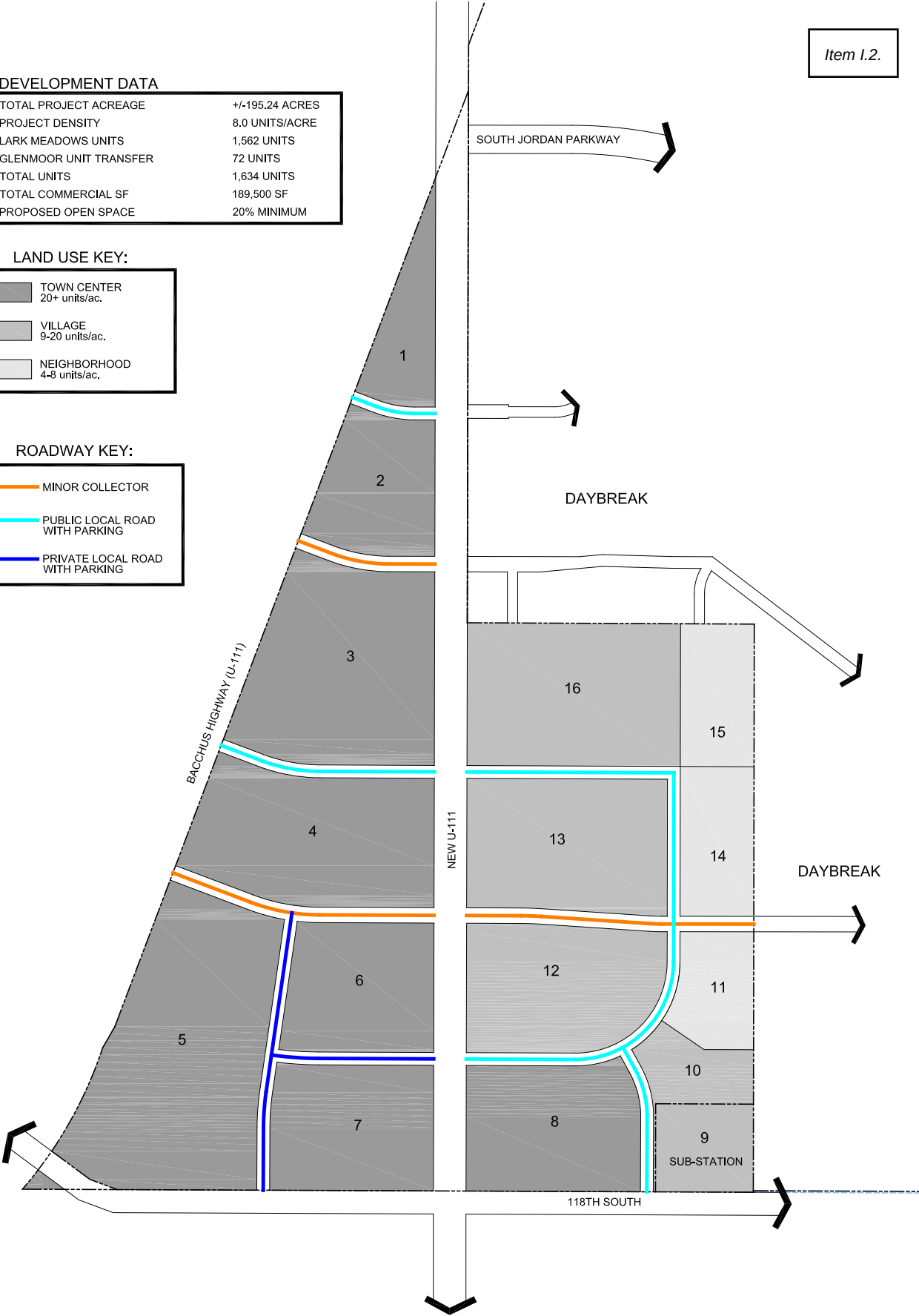
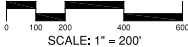
TOTAL PROJECT ACREAGE	+/-195.24 ACRES
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GLENMOOR UNIT TRANSFER	72 UNITS
TOTAL UNITS	1,634 UNITS
TOTAL COMMERCIAL SF	189,500 SF
PROPOSED OPEN SPACE	20% MINIMUM

LAND USE KEY:

	TOWN CENTER 20+ units/ac.
	VILLAGE 9-20 units/ac.
	NEIGHBORHOOD 4-8 units/ac.

ROADWAY KEY:

	MINOR COLLECTOR
	PUBLIC LOCAL ROAD WITH PARKING
	PRIVATE LOCAL ROAD WITH PARKING



SHORELINE
MASTER ROADWAY PLAN
EXHIBIT A
SEPTEMBER 7, 2023



All concepts, illustrations, drawings or photos are conceptual and are used to depict the spirit of the project to be achieved and are merely intended as illustrations of the potential activities and concepts and the Developer expressly reserves the right to make modifications.

SHORELINE TOWN CENTER & BUSINESS PARK - BRT AREA

SOUTH JORDAN, UTAH



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SHORELINE TOWN CENTER & BUSINESS PARK - BRT AREA

SOUTH JORDAN, UTAH

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Item I.2.

SHORELINE TOWN CENTER - CHARACTER SKETCHES

SOUTH JORDAN, UTAH



View to retail across the plaza/urban park in the central gathering area with residential in the background.



WWW.PCSGROUPCO.COM

All concepts, illustrations, drawings or photos are conceptual and are used to depict the spirit of the project to be achieved and are merely intended as illustrations of the potential activities and concepts and the Developer expressly reserves the right to make modifications.

Item 1.2.



SHORELINE TOWN CENTER - CHARACTER SKETCHES

SOUTH JORDAN, UTAH

E View across retail/restaurant type use in the central gathering area, more traditional "Main Street" retail in the background.



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SHORELINE TOWN CENTER & BUSINESS PARK - BRT AREA

SOUTH JORDAN, UTAH

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SHORELINE TOWN CENTER & BUSINESS PARK - BRT AREA

SOUTH JORDAN, UTAH

After recording, please mail to:

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

Affected Parcel Nos: 26-21-400-001, 26-21-200-001, 26-22-300-001, 26-22-300-006

SHORELINE MASTER DEVELOPMENT AGREEMENT

The CITY OF SOUTH JORDAN, a Utah municipal corporation (the “**City**”), SOJO 118, LLC, a Utah limited company (the “**Master Developer**”), and SOUTH VALLEY WATER RECLAMATION FACILITY, a Utah interlocal governmental entity (the “**Owner**”), enter into this MASTER DEVELOPMENT AGREEMENT (this “**Agreement**”) this ____ day of _____, 2023 (“**Effective Date**”), and agree as set forth below. The City and the Master Developer are jointly referred to as the “**Parties**” and each may be referred to individually as “**Party**.”

RECITALS

WHEREAS, the Master Developer is under contract with the Owner of certain real property identified as Assessor’s Parcel Number(s) 26-21-400-001, 26-21-200-001, 26-22-300-001, 26-22-300-006 (the “**Property**”), specifically described in the attached Exhibit A, and intends to develop the Property consistent with the Concept Plan (Exhibit B) and Design Guidelines (Exhibit C); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) *et seq.*, as amended, and (2) the South Jordan City Municipal Code (the “**City Code**”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of the City and is within the Commercial-Industrial zone (the “**C-I Zone**”) and Agricultural zone (the “**A-1 Zone**”). A copy of the provisions of such zone designations in the City Code is attached hereto as Exhibit D; and

WHEREAS, the Master Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from the C-I Zone and A-1 Zone to the Commercial Community Planned Development Floating Zone (the “**C-C-PD Zone**”). A copy of the provisions of the Commercial Community zone (the “**C-C Zone**”) and the Planned Development Floating Zone (the “**P-D Zone**”) designation in the City Code is attached hereto as Exhibit E; and

WHEREAS, the Master Developer and the City acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Master 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 policy 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, and contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council (the “**City Council**”), pursuant to resolution R2023-52, a copy of which is attached hereto as Exhibit F; and

WHEREAS, the City and the Master Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Master Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as C-I and A-1 to a zone designated as C-C-PD.

WHEREAS, this Agreement and all of its associated “legislative,” “broad, competing policy-considerations,” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the South Jordan City Planning Commission on October 24, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii)(2023), in making a recommendation to the City Council.

WHEREAS, the City believes that this Agreement and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

WHEREAS, the City intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this Agreement relating to “fixed criteria” are “administrative” in nature.

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

TERMS

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

1. City’s Future Laws means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which

may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

2. City's Vested Laws means the ordinances, policies, standards and procedures of the City in effect as of the date of the execution of this Agreement.

3. Development Report means a report containing the information specified in Section M. of this Agreement submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

4. Golf Course Agreement means the Development Agreement and all of its exhibits including the Purchase and Sale Agreement executed by the City of South Jordan on November 20, 2018 as authorized by Resolution R2018-60.

5. Master Developer means SoJo 118, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

6. Owner means South Valley Water Reclamation Facility, a Utah interlocal governmental entity, which owns the Property.

B. Enforceability. The City and the Master Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Master Developer relative to the Property shall vest, only if the City Council in its sole legislative discretion approves a zone change for the Property currently zoned as C-I and A-1 to a zone designated as C-C-PD.

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to a C-C-PD 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 C-C-PD zone, and this Agreement, this Agreement shall control.

D. Master Developer Obligations:

1. Concept Plan and Design Guidelines. The Master Developer agrees to construct the development consistent with the Concept Plan and the Design Guidelines and the requirements set forth in this Agreement and the City Code. To the extent that any terms of this Agreement conflict with any of the terms of the Concept Plan and Design Guidelines the terms of this Agreement shall govern.

2. Additional Property. Owner is currently quoting the title to the property identified in Exhibit A-1 and if Owner is successful in quieting title to the Additional Property, such Additional Property shall be automatically included within this MDA at the option of Owner and Master Developer, after notice to the City, and this MDA shall be recorded in the chain of Title of such property..

3. Commercial Uses. At buildout, the Master Developer shall have completed the development of a minimum one hundred eighty-nine thousand five hundred gross

square feet (189,500 sf) of commercial uses as outlined in the Design Guidelines and South Jordan City Code. Commercial uses, including accessory uses and mix-use developments, shall cover a minimum twenty five (25) acres of the Property.

4. Residential Uses. The Master Developer shall be entitled to develop residential units at a maximum gross density of eight (8) units per acre. The right to develop seventy two (72) units, which were transferred from the Glenmoor property owned by the Master Developer, shall not be counted toward the maximum gross density.

5. Architecture. Structures shall contain architectural elements as outlined in the Concept Plan and Design Guidelines. The Architectural Review Committee, created by the Homeowner Association (the “HOA”) and governed by the Covenants, Codes, and Restrictions (the “CC&Rs”) of the Development, shall approve and stamp building plans prior to submittal and review by The City.

6. Site Design. Requirements for setbacks, frontage, and garages shall meet the site design standards as contained in the Design Guidelines.

7. Streets and Walkways. Streets and Walkways shall be designed and constructed in conformity to City ordinances and the Design Guidelines. All streets and walkways shall be subject to the approval of the City Engineer.

8. Open Space. Open Space means that definition as found in the City’s Vested Laws as may be modified in the Parks, Trails and Open Space Plan. The required amount of Open Space shall be 20% of the gross development area excluding all ROW’s for State highways or roadways larger than a Major Collector. Changes to these requirements are not a “minor change” as that term is used in paragraph E and require a South Jordan City Planning Commission recommendation and City Council approval.

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.

2. Minor Changes. The Planning Department, after conferring with the City Manager, may approve minor modifications to the Master Developer Obligations which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

F. Plat Language. The recorded plats for the Project shall contain the following language in a note:

This plat is subject to that certain Development Agreement dated _____, by and between the City of South Jordan, SoJo 118, LLC, a limited liability company and South Valley Water Reclamation Facility, a Utah interlocal governmental entity, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or

rights, if any, created therein and recorded on____as Entry No.____, in book____, at Page____of the Official Records of Salt Lake County.

G. Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain future approval of a Parcel as is provided in Utah Code Ann. § 10-9a-103(66)(c)(v) (2023) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City’s Vested Laws to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer upon a subsequent Subdivision of the Parcel that creates individually developable lots.

H. Zoning and Vested Rights.

1. Master Plan. The City has approved the Master Plan which establishes the general location and amounts of the intended uses in the Project.

2. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owners and Master Developer intend that this Agreement grants Owners, Master Developer all rights to develop the Project in fulfillment of this Agreement, the City’s Vested Laws and the Master Plan except as specifically provided herein. The Parties intend that the rights granted to Owners and Master Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement and the Master Plan grant to Owners and Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

3. Exceptions. The restrictions on the applicability of the City’s Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:

- a. *Owners and Master Developer Agreement.* City’s Future Laws that Owners and Master Developer agrees in writing to the application thereof to the Project;
- b. *State and Federal Compliance.* City’s Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- c. *Codes.* City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control

Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

- d. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,
- e. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
- f. *Compelling, Countervailing Interest.* Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2023).

4. Reserved Legislative Powers. The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2023) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve to the City those police powers 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 the Master Developer and Owners under the terms of this MDA 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 legislative changes affecting the vested rights of Owners and/or the Master Developer under this MDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owners shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

I. 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 past December 31, 2044.

J. Estoppel Certificate. Upon twenty (20) days prior written request by Master Developer the City will execute an estoppel certificate to any third party certifying that Master Developer is not in default of the terms of this Agreement.

K. Assignability. The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part with the consent of the City as provided herein.

1. Sale of Lots. Master Developer's selling or conveying lots in any approved Subdivision to others shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.

2. Related Entity. Owner's transfer of all or any part of the Property to any entity "related" to any Owner (as defined by regulations of the Internal Revenue Service), Owner or Master Developer's entry into a joint venture for the development of the Project or Owner's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owner. Owner and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

3. Notice. Owner and Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

4. Time for Objection. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

5. Partial Assignment. If any proposed assignment is for less than all of Owner or Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Owner and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

6. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owner or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Prior to giving consent the City may request and the proposed assignee shall provide all of the assignee's financial records.

7. Assignees Bound by Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

L. Satisfaction and Termination of the Golf Course Agreement. Master Developer acknowledges that the inclusion of 72 Residential Dwelling Units in the Project is a complete satisfaction of the City's obligations under the Golf Course Agreement and that, therefore, the Golf Course Agreement is deemed satisfied, performed and the Golf Course Agreement is hereby terminated.

M. Golf Course Preservation. Notwithstanding the termination of the Golf Course Agreement Master Developer and Owners shall continue with the operation of the Golf Course as a high-quality 18-hole golf course. From time-to-time Master Developer may, in its sole discretion, change the layout of the Golf Course and the location/design of the clubhouse for the Golf Course.

N. Development Report.

1. Accounting for Residential Units for Developments by Master Developer. At the recordation of a Final Plat or other approved and recorded instrument for any Development developed by Master Developer, Master Developer shall provide the City a Development Report showing any Residential Dwelling Units used with the Development and the Residential Dwelling Units remaining with Owner and Master Developer and for the entire remaining Project. The Development Report shall also specify the Gross Square Footage of Commercial Uses and any amounts remaining to be completed to meet any of the requirements of this Agreement.

2. Development Report. With any Development Application, whether filed by Master Developer or a Sub-Developer, Master Developer shall file a Development Report showing:

- a. *Ownership.* The ownership of the property subject to the Development Application;
- b. *Units and Uses Transferred or Developed.* The portion of the Maximum Residential Units and/or other type of Intended Uses, including Commercial Uses, transferred with the Parcel(s);
- c. *Units and Uses Transferred or Remaining.* The amount of the Maximum Residential Units and/or other type of Intended Uses, including Commercial Uses, remaining with Owner and Master Developer;
- d. *Open Space, Parks and Trails.* The amount, type location and timing of any Open Space, Park or Trail; and,
- e. *Other Material Effects.* Any material effects of the sale on the Master Plan or the relevant Intended Use Area.

3. Accounting for Residential Units and/or other types of Intended Uses for Parcels Sold to Subdevelopers. Any Parcel sold by Owner to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use

sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer and Owner shall provide the City a Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of Intended Uses, including Commercial Uses transferred with the Parcel(s), the amount of the Maximum Residential Units and/or other type of Intended Uses remaining with Owner, the Gross Square Footage of the Commercial Uses remaining to be completed to meet the requirements of this Agreement.

- a. *Return of Unused Residential Units.* If any portion of the Maximum Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such Residential Units receives approval for a Development Application for the final portion of such transferred Parcels, the unused portion of the transferred Maximum Residential Units shall automatically revert back to Owner and Master Developer and they shall file with the City a Development Report updating the remaining portion of the Maximum Residential Units and the Intended Uses.

O. Default.

1. Notice. If Owners, Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Owners and Master Developer.

2. Contents of the Notice of Default. The Notice of Default shall:

- a. *Specific Claim.* Specify the claimed event of Default;
- b. *Applicable Provisions.* Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;
- c. *Materiality.* Identify why the Default is claimed to be material; and
- d. *Optional Cure.* If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

3. Remedies. If the parties are not able to resolve the Default, then the parties may have the following remedies:

- a. *Law and Equity.* All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

- b. *Security.* The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
 - c. *Future Approvals.* The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Owners or Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No building permits may be withheld from any Subdeveloper for a Default of Owners and Master Developer.
4. Public Meeting. Before any remedy in Section 9.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.
 5. Emergency Defaults. Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.3 without the requirements of Sections 9.4. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and Owners, Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.
 6. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.
 7. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

P. 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:

City of South Jordan
ATTN: City Recorder

1600 West Towne Center Drive
South Jordan City, Utah 84095

If to Master Developer: SoJo 118, LLC
ATTN: Kirk Young
527 East Pioneer Road
Draper, Utah 84020
kirk@projectutah.com

Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, Utah 84106
bbaird@difficultdirt.com

If to Owner: South Valley Water Reclamation Facility
ATTN: Manager
7495 South 1300 West
West Jordan, Utah 84084

Tracy S. Cowdell, Esq.
Cowdell & Wooley, PC
32 East Main Street
Sandy, Utah 84070
tcowdell@me.com

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. Master 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. Master 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.

Master Developer represents to the City that by entering into this Agreement Master 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. Master Developer's Waiver of Penalty for Failure to Disclose. Master Developer is a sophisticated business entity and has retained an attorney in good standing in the State of Utah who is familiar with land use and development law. Master Developer understands that it has entered into this Development Agreement at the Master Developer's request and has negotiated for the terms herein. Further, Master Developer understands and acknowledges that it is voluntarily restricting some or all of its rights under clearly established state law and that the restrictions of those rights are entirely contained herein as required by Utah Code 10-9a-532(2)(c)(i) and are fully understood by Master Developer. Further Master Developer agrees that to the maximum extent permitted by law and equity, and understanding Utah Code 10-9a-532(2)(c)(ii), Master Developer waives any and all rights to have any provision voided in the Development Agreement pertaining to undisclosed rights. Finally, if a Court of competent jurisdiction does void any provision in the Agreement pertaining to undisclosed rights then I agree that this entire Agreement is null and void.

7. 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.

8. 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.

9. 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 Master Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

10. 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.

11. Upsizing/Reimbursements to Master Developer.

- a. Upsizing. The City shall not require Master Developer to “upsizing” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an “upsizing” and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

12. Mediation. In the event of a dispute over any of the terms of this agreement the parties shall first try to negotiate a resolution and if unsuccessful shall consider submitting the dispute to mediation.

13. 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.

14. 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.

15. No Third Party Rights. The obligations of the Master 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.

16. 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

Attorney for the City

State of Utah)
:ss
County of Salt Lake)

On this ____ day of _____, 2023, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____, of the City of South Jordan, a Utah municipal corporation, and said document was signed by him in behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and he acknowledged to me that said municipal corporation executed the same.

Notary Public
My Commission Expires:

SOJO 118, LLC, a Utah Limited Company

By: _____

Name: _____

Title: _____

State of Utah)
:ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of SoJo 118, LLC, a Utah Limited Company, on behalf of the company. Witness my hand and official seal.

Notary Public
My Commission Expires:

[SIGNATURES CONTINUE ON NEXT PAGE]

South Valley Water Reclamation Facility, a Utah interlocal governmental entity

By: _____

Name: _____

Title: _____

State of Utah)

:ss

County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
 by _____, the _____ of South
 Valley Water Reclamation Facility, LLC, a Utah interlocal governmental entity, on behalf of the
 governmental entity. Witness my hand and official seal.

 Notary Public
 My Commission Expires:

Exhibit A

(Legal Description of the Property)

A parcel of land situate in the East Half of Section 21 and in the Southwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the West Quarter Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°44'03" East 1,320.16 feet;
 thence South 00°05'50" West 2,207.40 feet;
 thence North 89°45'45" West 450.00 feet;
 thence South 00°05'50" West 405.00 feet to a point on the Northerly Right-of-Way Line of
 11800 South Street;
 thence along said Northerly Right-of-Way Line the following three (3) courses:
 (1) North 89°45'45" West 2,475.64 feet;
 (2) North 69°35'22" West 134.58 feet;
 (3) North 53°30'27" West 218.49 feet to a point on the Easterly Right-of-Way Line of Bacchus
 Highway (SR-111);
 thence along said Easterly Right-of-Way the following three (3) courses:
 (1) Northeasterly 178.91 feet along the arc of a 1,926.75 foot radius curve to the left (center
 bears North 55°48'44" West and the chord bears North 31°31'40" East 178.84 feet with a central angle
 of 05°19'13");
 (2) North 15°21'58" East 169.30 feet;
 (3) North 20°42'24" East 4,895.16 feet;
 thence South 69°17'36" East 51.17 feet to the section line;
 thence South 00°07'36" West 2,447.03 feet along said section line to the point of beginning.

Contains 8,322,639 Square Feet or 191.061 Acres



SOUTH JORDAN PKWY

BACCHUS HIGHWAY (SR-111)

SHORELINE
191.061 AC

11800 SOUTH STREET

PROJECT NUMBER
9832
PRINT DATE
2023-10-18
PROJECT MANAGER
RQE
DESIGNED BY
KFW

1 OF 1

SHORELINE DEVELOPMENT

11800 SOUTH AND U-111 HIGHWAY
SOUTH JORDAN, UTAH
OVERALL PARCEL EXHIBIT



LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICH
Phone:

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSIGNENG.COM

Exhibit B
(Concept Plan)



All concepts, illustrations, drawings or photos are conceptual and are used to depict the spirit of the project to be achieved and are merely intended as illustrations of the potential activities and concepts and the Developer expressly reserves the right to make modifications.

SHORELINE TOWN CENTER & BUSINESS PARK - BRT AREA
SOUTH JORDAN, UTAH



Exhibit C
(Design Guidelines)

DRAFT

Shoreline

**South Jordan Submittal
October 2023**

DRAFT

Design Standards

Version: Draft October 18, 2023

Table of Contents

1.0	Place Types & Land Uses.....	1
2.0	Street Types & Design.....	19
3.0	Parks, Trails & Open Space.....	32
4.0	Site Design.....	35
5.0	Buildings & Architecture.....	40
6.0	Signage.....	45

Notes:

These Design Standards are part of the Master Development Agreement (MDA) for Shoreline. Any discrepancies between the MDA and the City's Vested Laws should revert to the language within the MDA. Any requirements not referenced within these design standards shall revert back to the City's Vested Laws. The Administrator, as referenced within this document, shall be as defined within the MDA.

All submittal requirements for development approvals/modifications are as outlined within these development standards and/or within the MDA.

All images shown within the document are example images of general design intent or to represent design ideas or elements within an example image but are not intended to be specific requirements.

1.0 Place Types

1.0 Place Types & Land Uses

Item 1.2.

1.1. Place Types.

1. Introduction

The Place Types detailed in Sections 1.1.4 through 1.1.8, outline the different types of “places” that will occur within Shoreline, in order to accommodate a mixture of uses, densities, and employment opportunities. Each Place Type will have a distinct purpose, and will provide residents and visitors with a unique experience and character.

2. Establishment of Place Types.

The following Place Types are hereby created. Refer to the Place Types detailed in Sections 1.1.4 through 1.1.8 for specific descriptions and requirements.

- (1) Town Center
- (2) Village Center
- (3) Commercial Center
- (4) Neighborhood
- (5) Parks, Trails and Open Space

3. Place Type Map

The Place Types will be generally shown in the Project Land Use Plan.

- (1) Any modifications to the Land Use Plan deemed to be insubstantial by the Administrator may be approved by the Administrator.
- (2) Any modifications to the Land Use Plan deemed substantial by the Administrator requires City Council Approval.

4. Town Center Place Type

The Town Center place types will contain the most dense developments, and feature a mix of land-uses. The Town Center may include multi-family residential in order to cluster high density residential near jobs, services, and transit. Other uses, such as light industrial, commercial, retail, and recreation will be provided to support the residents and employees of both Shoreline and the larger region. See Figures 1.1 (1) - 1.1 (22) for example images.

- (1) Permitted Uses. See the South Jordan City's Vested Laws C-C Zone and Table 1.1 for approved uses.
- (2) Transit. Transit is an important component of a successful Town Center. Transit solutions should focus on pedestrian movements, including walking and biking, connecting Village Centers to nearby Town Centers. as well as to provide for Ride Share opportunities such as Uber/Lyft or UTA on demand services.
- (3) Density. There is no minimum residential density within the Town Center and residential densities may exceed twenty units per gross acre. All proposed density must meet development standards as outline in the City's Vested Laws and these project standards.



Fig. 1.1 (1) - 1.1 (3) - Town Center Example Image

1.0 Place Types & Land Uses

Item 1.2.

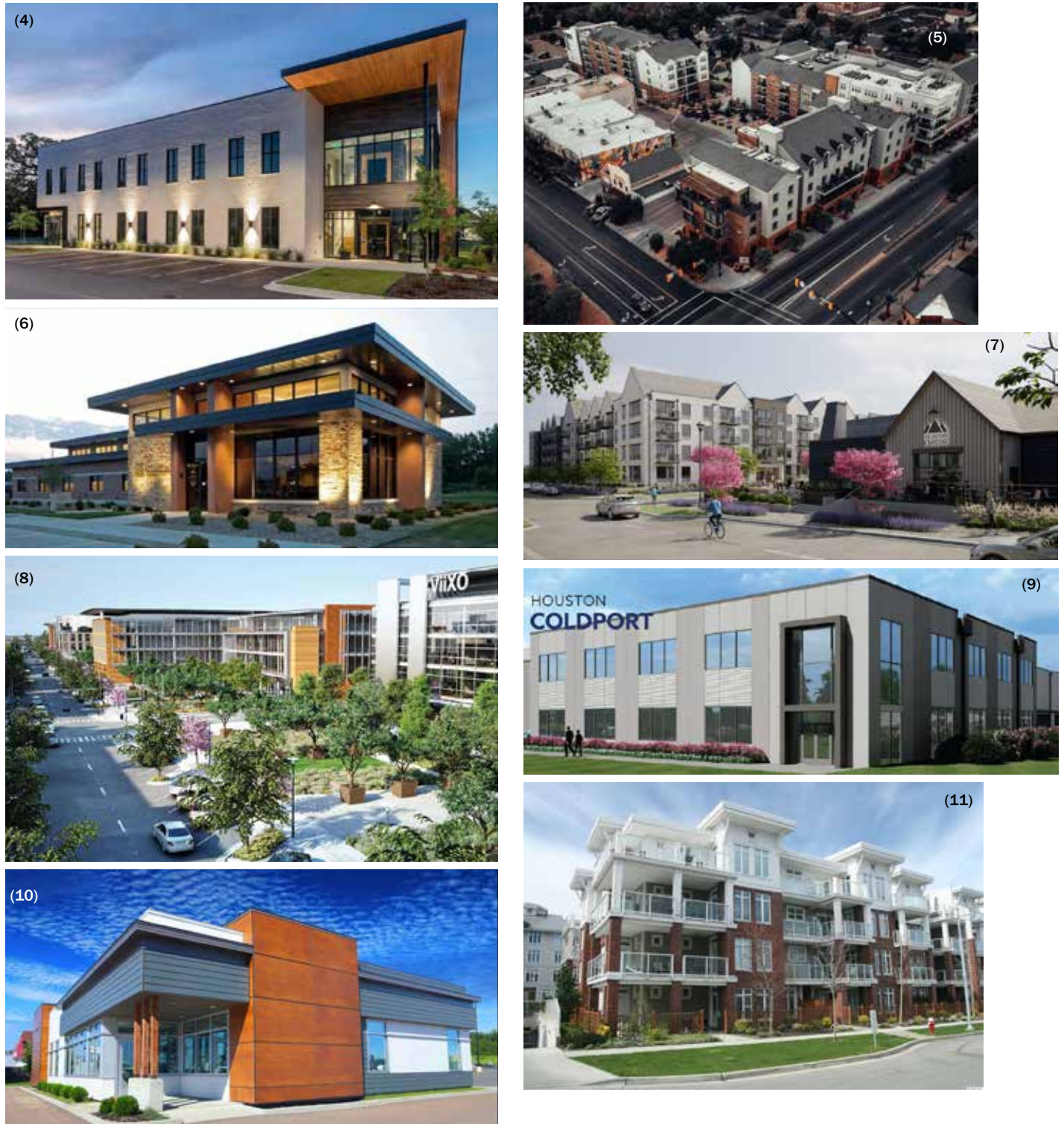


Fig. 1.1 (4) - 1.1 (11) - Town Center Example Image

1.0 Place Types & Land Uses

Item 1.2.

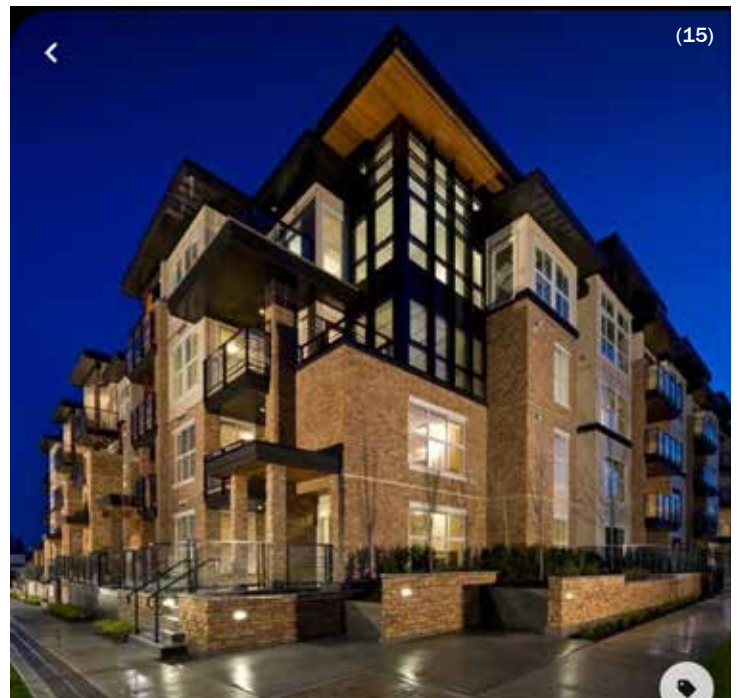


Fig. 1.1 (12) - 1.1 (17) - Town Center Example Image

1.0 Place Types & Land Uses

Item 1.2.



Fig. 1.1 (18) - 1.1 (24) - Town Center Example Image

1.0 Place Types & Land Uses

Item 1.2.

5. Village Center Place Type

Shoreline will contain a Village Center anchoring the east central portion of the project. This center will become the heart of a neighborhood or multiple neighborhoods, and may provide the daily services that will enhance neighborhoods adjacent to existing Daybreak neighborhoods and reduce the need for residents to drive long distances for basic services, while promoting walking and biking. The Village Center could include single-family residential and multi-family residential, including apartments and condominiums.

This category is designed for horizontal and vertical mixed use development that includes residential (single and/or multi-family), office, commercial, public/semi-public and recreational open spaces, without a predetermined emphasis on a single use. See Figures 1.2 (1) - 1.2 (20) for example images.

- (1) Permitted Uses. See the South Jordan City's Vested Laws C-C Zone and Table 1.1 for approved uses.
- (2) Transit. Transit is an important component of a successful Village Center. Transit solutions should focus on pedestrian movements, including walking and biking, connecting Village Centers to nearby Town Centers, as well as to provide for Ride Share opportunities such as Uber/Lyft or UTA on demand services.
- (3) Density. Residential densities will range between nine and twenty units per gross acre.

6. Commercial Center Place Type

This Place Type is designed to accommodate small to large format retail uses and other commercial uses. The primary land-uses in this Place Type are retail and other commercial uses with residential uses as noted below.

See Figures 1.3 (1) -1.3 (41) for example images.

- (1) Permitted Uses. See the South Jordan City's Vested Laws C-C Zone and Table 1.1 for approved uses.
- (2) Density. Residential densities may exceed twenty units per gross acre and uses are permitted in Commercial Centers within the Second Story and above.



Fig. 1.2 (1) - 1.2 (8) - Village Center Example Images

1.0 Place Types & Land Uses

Item 1.2.



Fig. 1.2 (9) - 1.2 (15) - Village Center Example Images

1.0 Place Types & Land Uses

Item 1.2.



Fig. 1.2 (16) - 1.2 (20) - Village Center Example Images

1.0 Place Types & Land Uses

Item 1.2.

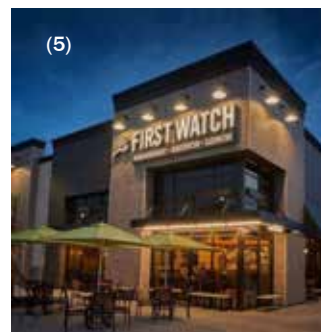


Fig. 1.3 (1) - 1.3 (7) - Commercial Center Example Image

1.0 Place Types & Land Uses

Item 1.2.



Fig. 1.3 (8) - 1.3 (15) - Commercial Center Example Image

1.0 Place Types & Land Uses

Item 1.2.



Fig. 1.3 (16) - 1.3 (22) - Commercial Center Example Image

1.0 Place Types & Land Uses

Item 1.2.



Fig. 1.3 (23) - 1.3 (29) - Commercial Center Example Image

1.0 Place Types & Land Uses

Item 1.2.



Fig. 1.3 (30) - 1.3 (35) - Commercial Center Example Image

1.0 Place Types & Land Uses

Item 1.2.



Fig. 1.3 (36) - 1.3 (41) - Commercial Center Example Image

1.0 Place Types & Land Uses

Item 1.2.

7. Neighborhood Place Type

This Place Type is designed for comparatively lower density development that emphasizes residential (single and/or multi-family) use, but may also include retail, office, commercial, and recreation/open space uses. A mix of housing types is encouraged. See Figures 1.4 (1) - 1.4 (6) for example images.

- (1) Permitted Uses. See the South Jordan City's Vested Laws C-C Zone and Table 1.1 for approved uses.
- (2) Density. Residential densities will range between four and eight units per gross acre.



Fig. 1.4 (1) - 1.4 (6)- Neighborhood Place Type Example

1.0 Place Types & Land Uses

Item 1.2.

8. Parks, Trails and Open Space

Landscaped areas, parks, natural areas or trail corridors that are established to provide and preserve outdoor recreational, agricultural, or other similar uses. Additional areas of open space may also be provided within the other place types.

See Figures 1.5 (1) - 1.5 (7) for example images.



Fig. 1.5 (1) - 1.5 (7) - Parks, trails and open space Place Type Example

1.2. Community-Wide Design.

1. General Requirements

- (1) The planning and design of the community should work with existing conditions such as topography, drainages, and stream corridors to provide a context sensitive plan.
- (2) The planning and design of the community should be coordinated with adjacent properties to maximize street and trail/open space connections to adjacent Daybreak neighborhoods.
- (3) Neighborhoods should be designed to provide local access to adjacent neighborhoods, nearby destinations, transit, parks, schools and similar places by walking and bicycles.
- (4) The location of any elementary, middle, or high schools, community centers, and recreation spaces should be coordinated with the appropriate public entities so as to be central gathering places, and shared-use facilities for the community, where possible.
- (5) Thoughtful design solutions that enhance safety be implemented into the planning and design of Shoreline. Some of the major strategies to enhance public safety may include:
 - (a) Design streets to increase pedestrian and bicycle traffic.
 - (b) Place windows overlooking sidewalks and parking lots.
 - (c) Use the fence most appropriate for the situation.
 - (d) Residential uses are encouraged to include porches, stoops, balconies, or other outdoor living spaces to increase eyes on the street.

1.3. Land Use.

1. Land Uses.

Table 1.1 contains the land use table. These uses are all additions to those uses permitted per the South Jordan City's Vested Laws C-C zone.

2. Land Use Table.

Table 1.1. outlines the permitted uses in each place type. Each use is given one of the following designations for each place type in which that use is permitted.

- (1) Permitted ("P"). These uses are permitted by-right in the place types in which they are listed.
- (2) Permitted in Second Story or Above ("U"). These uses are permitted by-right in the place types in which they are listed, provided that the uses are located in the second story or above of a structure. These uses may also be located in the ground story provided that they are located beyond a depth of at least 30 feet from the front facade.
- (3) Listed uses that are not permitted in the place type are indicated by an ("N").
- (4) Changes to the Land Use Table (Table 1.1) requires a Planning Commission recommendation forwarded to City Council for approval.

1.0 Place Types & Land Uses

Item 1.2.

Uses	Place Type				
	Town Center (TC)	Village Center (VC)	Commercial Center (CC)	Neighborhood (N)	Open Space (OS)
Residential					
Live-Work	P	P	P	P	N
Multi-Family	P	P	U	N	N
Single Family, Attached	P	P	P	P	N
Single Family, Detached	P	P	P	P	N
Community Residential Facility	P	P	P	P	N
Neighborhood Residential Facility	P	P	P	P	N
Accessory Dwelling Unit (ADU)	P	P	P	P	N
Public - Open Space					
Natural Open Space	P	P	P	P	P
Park Open Space	P	P	P	P	P
Commercial - Services					
Business Support	P	P	P	N	N
Hospital	P	P	P	N	N
Lodging	P	N	P	N	N
Restaurant	P	P	P	N	N
Self Storage	P	P	P	N	N
Commercial - Retail					
Gas Station	P	N	P	N	N
Shopping Center/Department Store	P	N	P	N	N
Vehicle Sales and Rental	N	N	P	N	N
Commercial - Recreation and Assembly					
Convention/Reception Center	P	P	P	N	N
Outdoor Recreation	P	P	P	N	N
Stadium/Theater/Auditorium	P	N	P	N	N
Industrial - Sales and Service					
Office/Warehouse Flexible Space	P	N	P	N	N
Research and Development	P	N	P	N	N

KEY

P	Permitted
U	Permitted in Second Story or Above
N	Not Permitted

Refer to South Jordan City vested laws for all use definitions or descriptions.

Table 1.1. Uses by Place Type

2.0 Street Types & Design

1. Intent.

Shoreline intends to provide a variety of street types in order to:

- (1) Create complete streets that address all modes of travel, including pedestrian traffic, bicycle traffic, transit, and vehicular traffic.
- (2) Address all features of the street right-of-way, including sidewalks, parkways, traffic lanes, bicycle lanes, and medians.
- (3) Continue the existing logical and comprehensible system of streets and street names that result in a simple, consistent and understandable pattern of blocks, lots, and house numbers.
- (4) Provide direct access to all lots for vehicles and pedestrians.
- (5) Create streets that are appropriate for their contexts in residential, commercial, or mixed use developments and are designed to encourage travel at appropriate volumes and speeds.
- (6) Create streets and public rights-of-way that result in stormwater runoff quantity reduction and improved quality of stormwater runoff.
- (7) Create streets that are designed to be safe and walkable, no matter how many cars they accommodate, or how continuous they are across the community/region.
- (8) Shoreline intends to create a well-connected street network with appropriate sized blocks in order to create a highly walkable environment that maximizes mobility. The benefits of a well-connected street network include:
 - More transportation options and routes = More mobility.
 - Improved active transportation.
 - Increased real estate values and overall improved economy.
 - Shorter emergency response times and larger emergency response areas = More Safety.
 - Reduced traffic congestion.
 - Better flexibility for redevelopment
 - Community health benefits
 - Safer streets.
- (9) Provide street networks that connect to existing or proposed Daybreak streets ,when feasible, where they are stubbed or planned to be stubbed to the project boundary.

2. General Requirements.

- (1) Compatibility. All street types and design will comply with all required design standards.
- (2) On-Street Parking. On-street parking is encouraged, where appropriate, through the use of parallel parking. No angled parking will be allowed on a public street. All on street parking may count toward overall parking requirements.
- (3) Intersections. To shorten pedestrian crossing distances, bulb-outs may be utilized at all local road intersections for street types with on-street parking. Refer to Figure 2.1.
- (4) Roundabouts and Mid Block Bulb outs. To be utilized as necessary on Major Collectors to facilitate traffic and pedestrian movement.

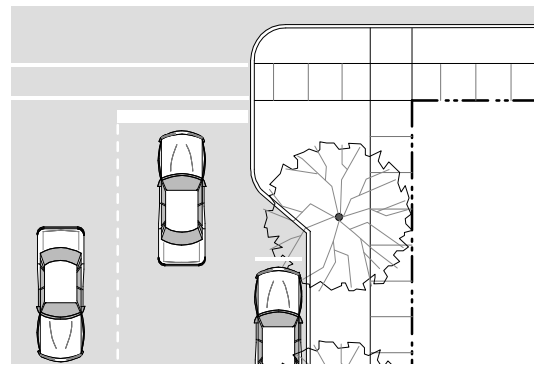


Figure 2.1. Bulb Out.

- (5) Bus Pull-Outs. Bus pull-outs should be integrated into the streetscape design in appropriate locations. Bus routes and pull-outs should be coordinated with UTA.
- (6) Traffic/Speed Control Elements. To be considered on linear, local road segments longer than 1,000' and may include center median/traffic island, radar driver feedback signs, choke points/neck-downs or raised crosswalks.
- (7) Emerging Mobility Options. Streets should be designed to accommodate ridesharing services with pull-outs in appropriate areas. Street design should also respond to future technologies as they emerge, if appropriate, with the goal of enhancing and increasing mobility.
- (8) Parkstrips/LID's. All parkstrips may accomodate LID's if approved on a case by case basis by the City All approved LID parkstrips would be maintained by the HOA.

2.0 Street Types & Design

Item 1.2.

3. Typical Street Elements.

Typical elements of a vehicular right-of-way are divided into the vehicular and pedestrian realm. Each street type detailed in this article outlines which facilities are applicable. Refer to Figure 2.2: Typical Right-of-Way Elements.

- (1) Vehicular Realm. The vehicular realm is comprised of the travel lanes, bicycle lanes, and parking lanes.
- (2) Pedestrian Realm. The pedestrian realm is typically comprised of pedestrian facilities, such as sidewalk, path/trail, or off-street bicycle path, and a buffer area, consisting of a landscape zone or furnishings zone that serves to buffer pedestrians or bicyclists from the movements of higher speed vehicles in the vehicular realm.
 - (a) Landscape Zone. A landscape area between the back of curb or edge of pavement to the sidewalk in which street trees, swales, lighting, and signage may be located. Typically used adjacent to residential buildings.
 - (b) Furnishings Zone. A hardscape area that extends from the sidewalk to the back of curb, in which street trees, street furniture, lighting, and signage may be located. Typically used adjacent to commercial or office buildings.

4. Bicycle Facilities.

The majority of streets within Shoreline are intended to be designed for a slow vehicular speed, allowing bicycles to safely share travel lanes with vehicles.

For major streets that are designed for faster vehicular speeds and larger traffic volumes, bicycle accommodations are permitted in the vehicular realm per Street Type. Refer to Figure 2.3.

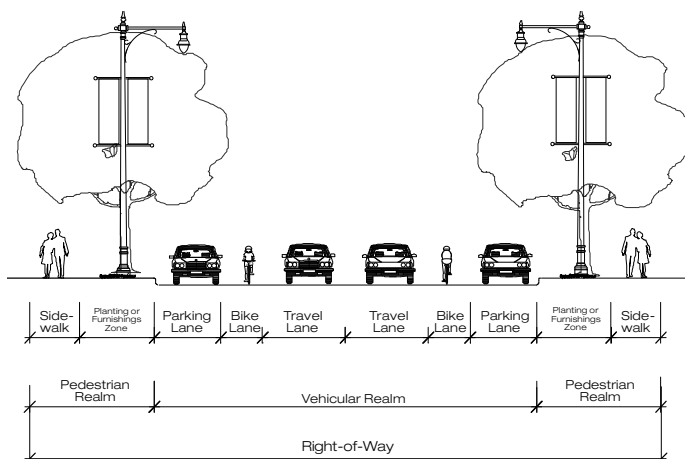


Figure 2.2. Typical Right-of-Way Elements.

- (1) Dedicated Bike Lane. Dedicated bike lanes are striped lanes on the outside of the outermost travel lanes that are designed for only bicycle use. This lane occurs on both sides of the street.
- (2) Shared Lane. A shared lane refers to a street that does not have bicycle lanes or a designated shared lane, but the speed and configuration of the street is such that bicycles could comfortably share lanes with traffic.

Locations for bike lanes will be identified by Street Types Listed in Sections 2.7 - 2.14

5. Stormwater Management.

Incorporation of stormwater management best practices into the right-of-way design, such as incorporating drainage swales and curb cuts into the Landscape Zone may be utilized where appropriate and practicable.

6. Street Types.

Street Types defined in this section outline acceptable street configurations, and represent the most common streets that will be used in Shoreline. These streets should be designed using the principles and characteristics defined by each street type.

- (1) The graphics provided here illustrate the intent for a possible configuration of that street type.
- (2) Corridors and streets with major transit lines, such as bus rapid transit, light rail, streetcar, or others, may create a new street type that is designed to specifically accommodate the transit mode, surrounding land-uses, and other specific factors.
- (3) By applying the standards outlined, and working with City Staff, other street types, modified dimensions or other street configurations are possible through the administrative modification process as outlined in the MDA.

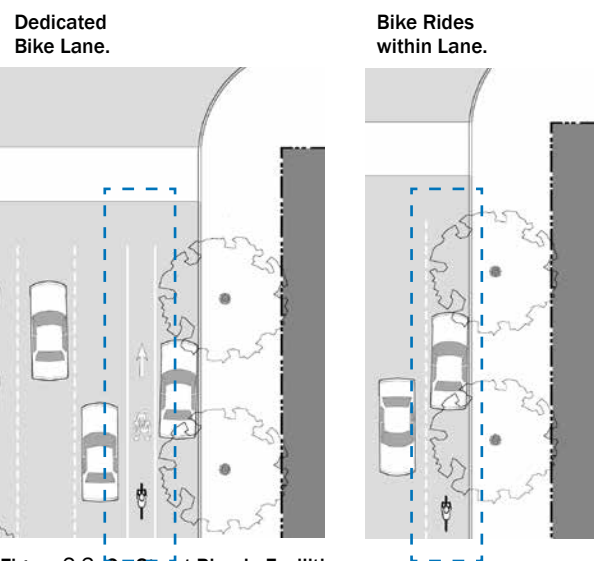


Figure 2.3. On-Street Bicycle Facilities.

2.0 Street Types & Design

CONNECTIVITY PREFERENCES			
Place Type	Maximum Block Length (ft)*	Maximum Block Perimeter (ft)	Maximum Stub Street Spacing (ft)***
Commercial Center (CC)	1,000	3,000	1,000
Town Center (TC)	700	2,800	660
Village Center (VC)	800	1,825	660
Neighborhood (N)	800	1,825	1,000
Parks, Trails and Open Space (OS)	N/A	N/A	**

Table 2.1 - Connectivity Preferences

Block Lengths and Block Perimeters shall be measured by vehicular routes (Streets, Lanes) and/or Pedestrian Paths. (See Figure 2.6)

Longer Blocks may be considered and approved by the Administrator above those maximums above if curved or angled streets are provided.

* Streets managed by UDOT with access management requirements or corridor agreements may create exceptions to block lengths;

** Any street network in the open space should connect directly to the surrounding street network where practical.

*** Stub street exemptions shall be granted when adjacent land would not be developed due to ownership, existing water bodies, topography or utility infrastructure.

Connectivity Preferences may be modified thru the Administrative Modification process set forth in the MDA.

Block – A contiguous group of properties bounded by multiple thoroughfares, rights-of-way, railroads, water bodies or other similar features. The block's perimeter is formed by outer property lines of the properties within the block.

Block Length – The length of one side of a block between two streets, or a combination of streets, lanes or pedestrian corridors.

Block Perimeter – The block perimeter is defined as the length of all .sides of a block added together.

Street– Any private or public ROW intended for vehicular traffic or access.

Stub Street – A street that runs from an intersection to connect to a future adjacent development.

2.0 Street Types & Design

Item 1.2.

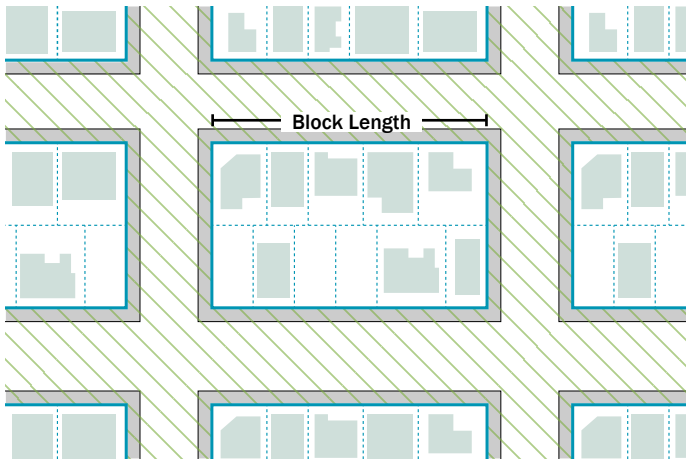


Figure 2.4 - Block Length and Right of Way

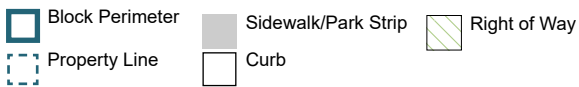
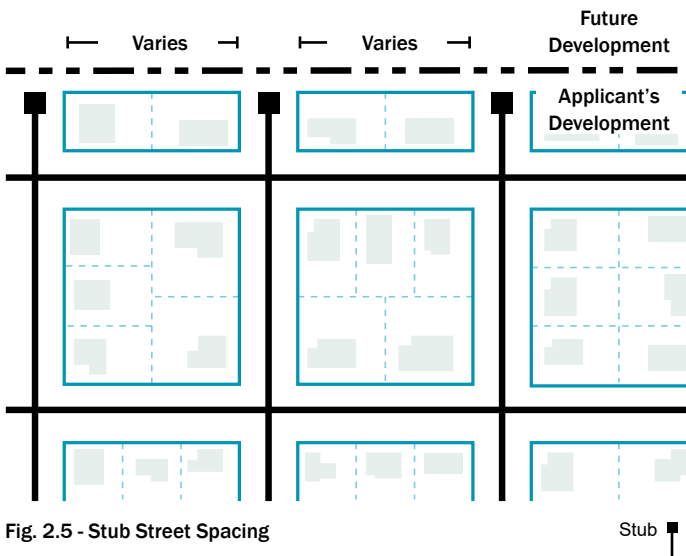


Fig. 2.5 - Stub Street Spacing



Fig. 2.6 - Pedestrian Path Connection

2.7 Private Alley

1. Intent.

The Private Alley is a very low capacity drive located at the rear of parcels. From the Alley, access to parking facilities, loading facilities, and service areas, such as refuse and utilities is possible without a curb cut or driveway interrupting a street type. Refer to the typical plan and section in Figure 2.7.

2. General Requirements.

Private Alleys shall be developed using the standards in Table 2.7.

Connecting driveways must be a minimum driveway depth of 3' and a maximum of 5' (To prevent unwanted parking) or 20' or deeper (To allow for parking clear of the lane edge).

Driveways between 3' and 5' in length accessed off of an alleyway may have driveway slopes up to 20%.

Units cannot front or be addressed off of a Private Alley.

Alley loaded lots that face a courtyard or open space adjacent to a public street shall be addressed consecutively as if the lots were directly adjacent to the public street. If the lots are on the even numbered side of the public street, the even consecutive numbering would be assigned to each lot. Odd consecutive numbering would be assigned to lots adjacent to the opposite side of the road.

Maximum Dead End Length of an Alley without a turn-around = 150'

All dead end alleys must pull trash out to a public street for Pickup.

Private Alley Requirements	
Typical Right-of-Way/ Easement Width	20'
Vehicular Realm (Privately Owned and Maintained)	
Travel Lanes	1 yield lane
Lane Width	17.5'
Allowable Turn Lanes	Not applicable
Parking Lanes	Not applicable
Pavement Width	17.5'
Median	No
Bicycle Facilities ¹	Shared
Pedestrian Realm	
Pedestrian Facilities	Shared; travel lanes are shared among drivers, pedestrians and bicyclists
Street Buffer	None required
Access Type	Provides Access?
Fire Apparatus	Varies
Emergency Vehicles	Maybe
Maintenance/Service	Yes
¹ Reference 2.4 for bicycle facility types and requirements	

Table 2.7 Private Alley Requirements.

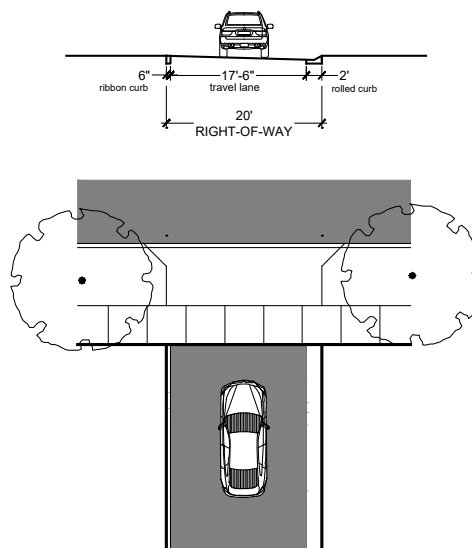


Figure 2.7 Typical Private Alley.

2.0 Street Types & Design

Item 1.2.

2.8 Private Lane.

1. Intent.

This Private Lane is a low capacity street designed for neighborhood road speeds generally 20 mph or less. It primarily serves those residences or businesses directly adjacent to it. The street provides for on-street parking on one side of the street where needed to serve adjacent uses. Refer to the typical plan and section, Figure 2.8.

2. General Requirements.

The Private Lane shall be developed using the standards in Table 2.8.

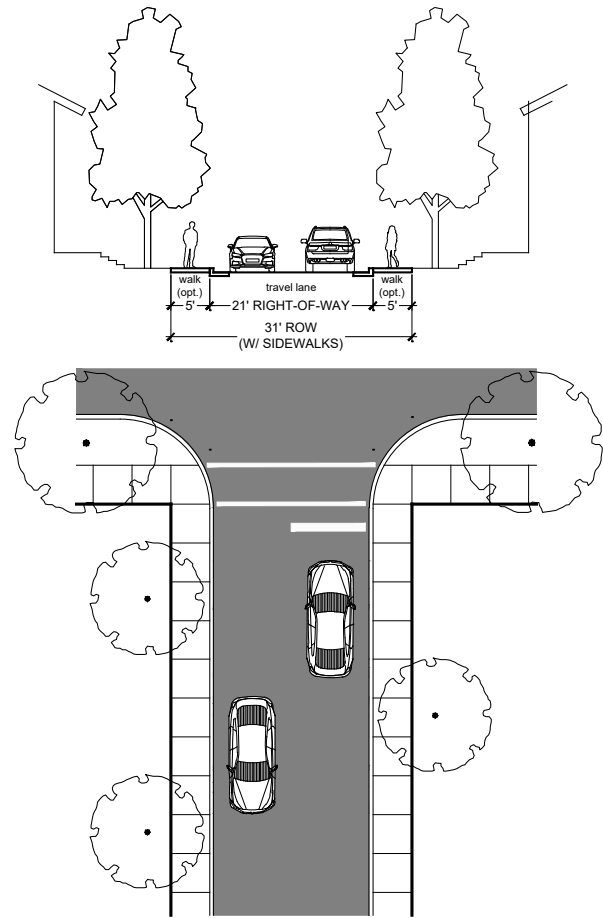


Figure 2.8 Typical Private Lane.

Private Lane Requirements

Typical Right-of-Way
Width 21'-31'

Vehicular Realm (Privately Owned and Maintained)

Anticipated Speed Limit = 20 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes Not applicable

Parking Lanes Not applicable

Pavement Width 16'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Developer option for minimum 5' wide clear sidewalk on one or both sides. Sidewalks are required wherever units front the Street.

Street Buffer None Required

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 2.4 for bicycle facility types and requirements

Table 2.8 Private Lane Requirements.

2.9 Private Road A.

1. Intent.

This Private Road A is a low capacity street designed for neighborhood road speeds generally 20 mph or less. It primarily serves those residences or businesses directly adjacent to it. The street provides for on-street parking on one side of the street where needed to serve adjacent uses. Refer to the typical plan and section, Figure 2.9.

2. General Requirements.

The Private Road A shall be developed using the standards in Table 2.9.

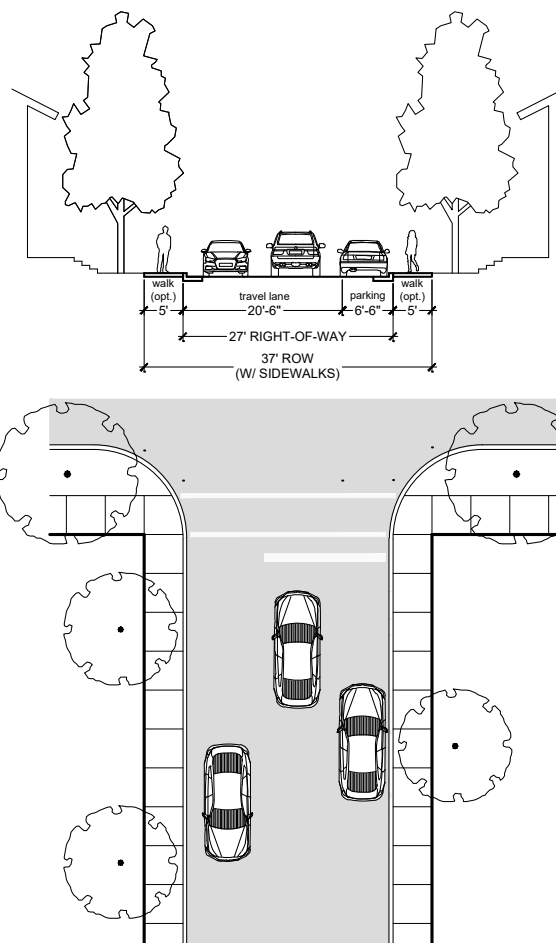


Figure 2.9 Typical Private Road A.

Private Road A Requirements

Typical Right-of-Way
Width 27'-37'

Vehicular Realm (Privately Owned and Maintained)

Anticipated Speed Limit = 20 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes Not applicable

Parking Lanes Parallel allowed on one side of the street

Pavement Width 22'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Developer option for minimum 5' wide clear sidewalk on one or both sides. Sidewalks are required wherever units front the Street.

Street Buffer None Required

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 2.4 for bicycle facility types and requirements

Table 2.9 Private Road A Requirements.

2.10 Private Road B.

1. Intent.

This Private Road B is a low capacity street designed for for neighborhood road speeds generally 20 mph or less. It primarily serves those residences or businesses directly adjacent to it. The street provides for on-street parking on one side of the street where needed to serve adjacent uses. Refer to the typical plan and section, Figure 2.10.

2. General Requirements.

The Private Road B shall be developed using the standards in Table 2.10.

Private Road B Requirements

Typical Right-of-Way
Width 31'-41'

Vehicular Realm (Privately Owned and Maintained)

Anticipated Speed Limit = 20 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes Not applicable

Parking Lanes Parallel allowed on one side of the street

Pavement Width 26'

Median Not Permitted

Bicycle Facilities¹ Shared

Pedestrian Realm

Pedestrian Facilities Developer option for minimum 5' wide clear sidewalk on one or both sides. Sidewalks are required wherever units front the Street.

Street Buffer None Required

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 2.4 for bicycle facility types and requirements

Table 2.10 Private Road B Requirements.

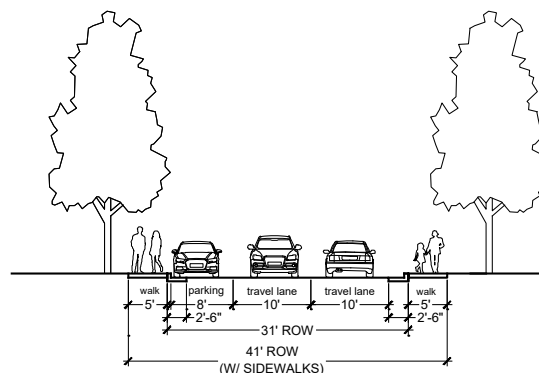
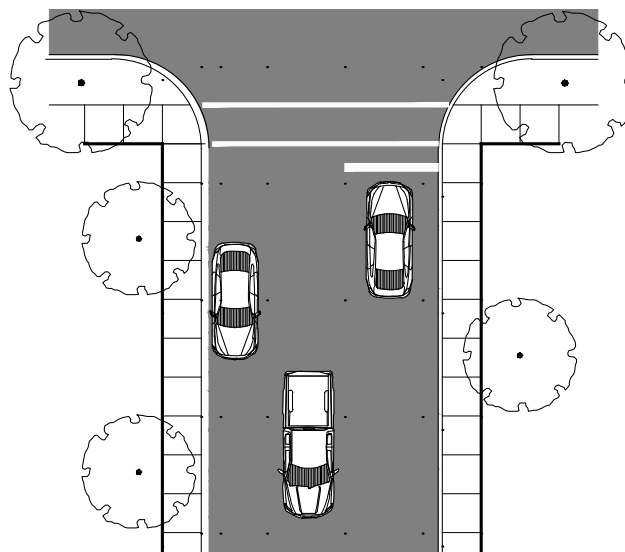


Figure 2.10 Typical Private Road B.

2.0 Street Types & Design

Item I.2.

2.11 Private Road C.

1. Intent.

This Private Road C is a low capacity street designed for for neighborhood road speeds generally 20 mph or less. It primarily serves those residences or businesses directly adjacent to it. The street provides for on-street parking on two sides of the street where needed to serve adjacent uses. Refer to the typical plan and section, Figure 2.11.

2. General Requirements.

The Private Road C shall be developed using the standards in Table 2.11.

Private Road C Requirements

Typical Right-of-Way
Width 37'-47'

Vehicular Realm (Privately Owned and Maintained)

Anticipated Speed Limit = 20 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes Not applicable

Parking Lanes Parallel allowed on both sides of the street

Pavement Width 22'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Developer option for minimum 5' wide clear sidewalk on one or both sides. Sidewalks are required wherever units front the Street.

Street Buffer None Required

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 2.4 for bicycle facility types and requirements

Table 2.11 Private Road C Requirements.

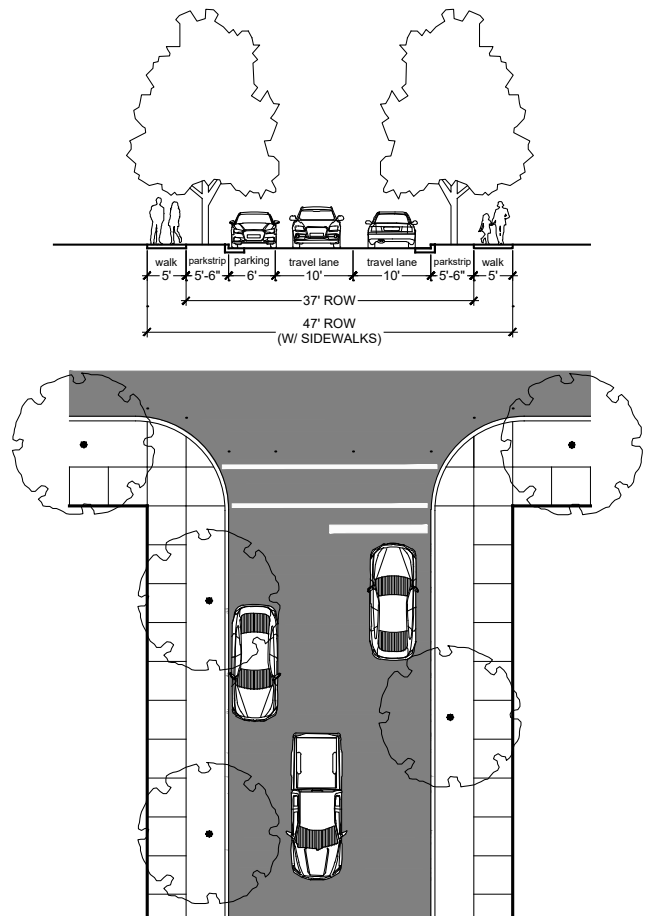


Figure 2.11 Typical Private Road C.

2.0 Street Types & Design

Item 1.2.

2.11 Local Road.

1. Intent.

The Local Road is a low capacity street designed for neighborhood road speeds generally 25 mph or less within a standard right-of-way. It primarily serves those residences or businesses directly adjacent to it and provides connectivity from neighborhoods to other local or collector streets. Refer to the typical plan and section, Figure 2.12.

2. General Requirements.

The Local Road shall be developed using the standards in Table 2.12.

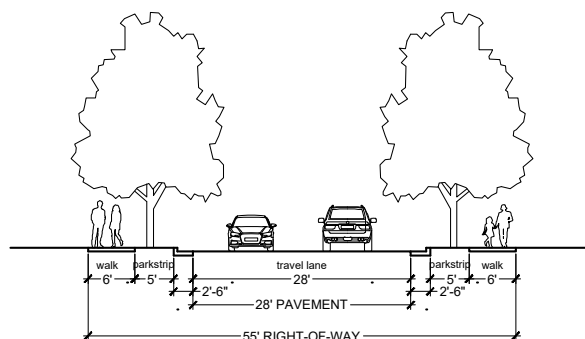
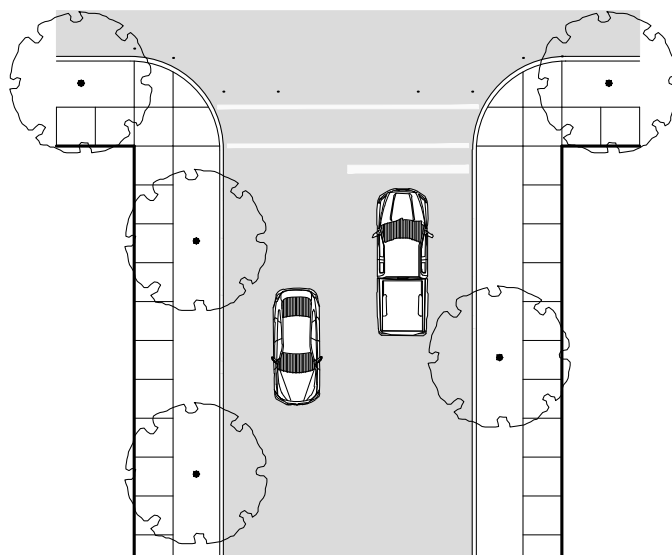


Figure 2.12 Typical Local Road.

Local Road Requirements

Typical Right-of-Way Width 55'

Vehicular Realm (Publicly Owned and Maintained)

Anticipated Speed Limit = 25 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes At signalized Collector and larger streets

Parking Lanes None

Pavement Width 28'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Minimum 5' wide clear sidewalk on both sides

Street Buffer Minimum 6' wide Landscape Zone

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 2.4 for bicycle facility types and requirements

Table 2.12 Local Road Requirements.

2.0 Street Types & Design

Item 1.2.

2.13 Local Road with Parking

1. Intent.

The Local Road with Parking is a low capacity street designed for neighborhood road speeds generally 25 mph or less within a standard right-of-way. It primarily serves those residences or businesses directly adjacent to it and provides connectivity from neighborhoods to other local or collector streets. Refer to the typical plan and section, Figure 2.13.

2. General Requirements.

The Local Road with Parking shall be developed using the standards in Table 2.13.

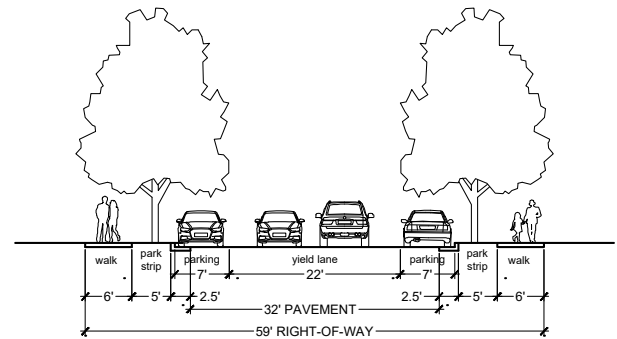
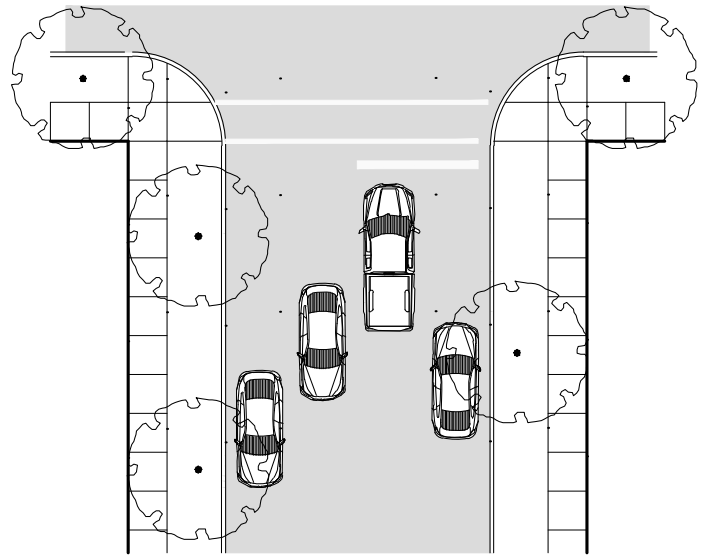


Figure 2.13 Typical Local Road with Parking.

Local Road with Parking Requirements

Typical Right-of-Way
Width 59'

Vehicular Realm (Publicly Owned and Maintained)

Anticipated Speed Limit = 25 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes At signalized Collector and larger streets

Parking Lanes Parallel allowed on both sides of street

Pavement Width 30'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Minimum 5' wide clear sidewalk on both sides

Street Buffer Minimum 7' wide Landscape Zone

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 2.4 for bicycle facility types and requirements

Table 2.13 Local Road with Parking Requirements.

2.0 Street Types & Design

Item 1.2.

2.14 Minor Collector.

1. Intent.

The Minor Collector is a medium to high capacity street for community road speeds generally 35 mph or less with a wider right-of-way and serves to provide cross community connections to and thru Shoreline. Refer to the typical plan and section in Figure 2.14.

2. General Requirements.

Minor Collector A shall be developed using the standards in Table 2.14.

Residential driveways are not allowed access off of Minor Collectors if the portion of the street is within 600' of a school or school parcel.

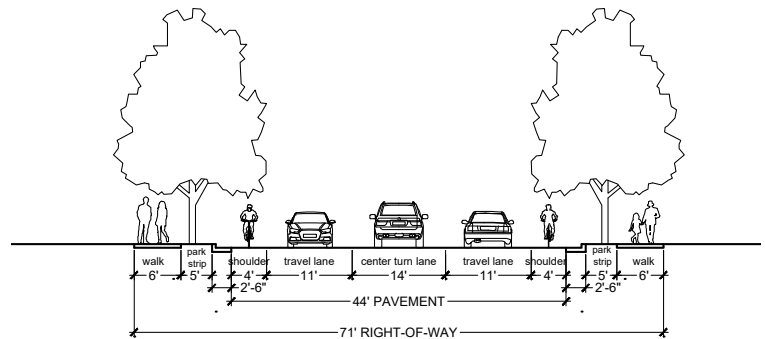
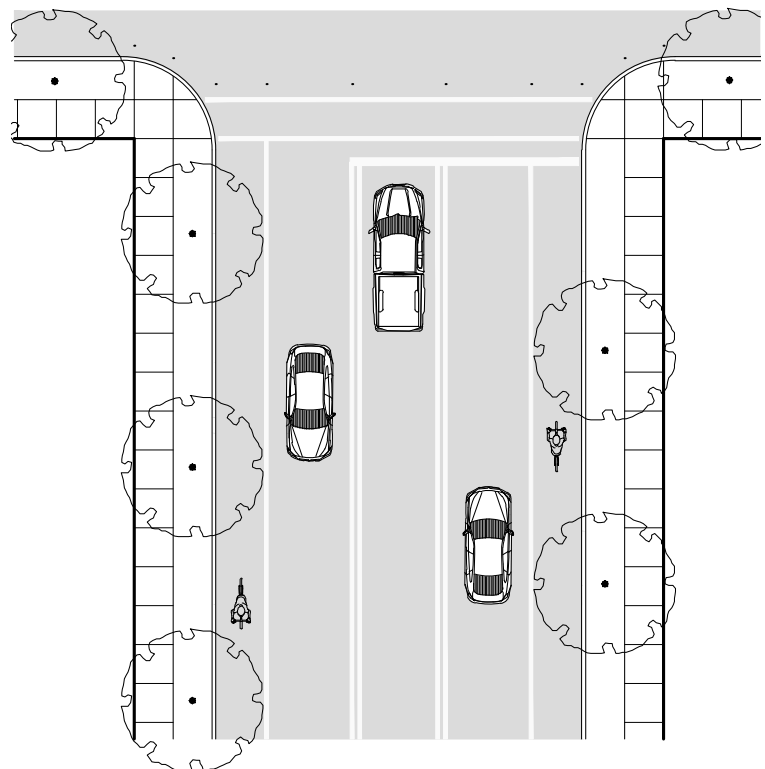


Figure 2.14 Typical Minor Collector.

Minor Collector Requirements

Typical Right-of-Way
Width 71'

Vehicular Realm (Publicly Owned and Maintained)

Anticipated Speed Limit = 30-35 mph

Travel Lanes 1 lane in each direction

Lane Width 12'

Allowable Turn Lanes Right turn from existing travel lane; left with turn lane/median.

Parking Lanes None

Pavement Width 44'

Median Permitted.

Bicycle Facilities ¹ Dedicated

Pedestrian Realm

Pedestrian Facilities Minimum 6' wide clear sidewalk on both sides

Street Buffer Minimum 5' wide landscape zone.

Access Type Access provided?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 2.4 for bicycle facility types and requirements

Table 2.14 Minor Collector Requirements.

3.0 Parks, Trails & Open Space

3.0 Parks, Trails & Open Space

Item I.2.

1. Intent.

Shoreline intends to provide Parks, Trails and Open Space as an amenity that promotes physical and environmental health within the community and to provide each household with access to a variety of active and passive Parks, Trail and Open Spaces. This also includes providing connections to existing and proposed trails.

2. General Requirements.

- (1) Ownership and Maintenance. Shoreline should use a variety of strategies to manage and maintain open space, including: public/private partnerships, intergovernmental agreements, community associations, and other arrangements. Ownership and Maintenance responsibilities will be determined at the time of subdivision or site plan approval unless otherwise agreed upon in the MDA.
- (2) Shoreline parks, trails and open space system will afford residents with parks, open space, and trails through various sizes of parks, including community parks, and neighborhood or local parks, distributed throughout the project area.
- (3) Parks and recreation facilities will be distributed through the project to provide park facilities within walking proximity of residents. Neighborhood parks are intended to be primarily focused on serving walk-to or bike-to recreation needs for residents within close proximity.
- (4) Connections to existing or planned trails or parks, trails and open spaces should be made when the park or open space abuts an existing or planned Trail right-of-way or other civic open space or park.

3. Parks.

All public parks shall meet City park size and construction standard requirements per the 2017 South Jordan Parks, Recreation, Community Arts, Trails and Open Space Master Plan. Any parks not meeting these minimum size standards will be private parks. All private parks shall meet the same 2017 city standards for construction.

The project's primary park space will be the Bonneville Shoreline Trail corridor. This park corridor will be designed in coordination with South Jordan and will have the ability to provide neighborhood linkages into proposed development areas where additional neighborhood parks, trails and open spaces may be provided.

4. Open Space.

Open Space is a critical component of the Shoreline Master plan and should be utilized to provide trail connectivity between neighborhoods and to provide parks and recreation spaces. All qualifying uses can be found in Table 3.1.

- (1) The required amount of Open Space shall be 20% of the gross development area excluding all ROW's for State highways or roadways larger than a Major Collector. Changes to these requirements require a Planning Commission recommendation and City Council approval.

Qualifying Uses for Open Space

Trails/Internal Walkways within Parks and Open Space

Basketball, Pickleball, Tennis Courts, etc.

Open area within a Right of Way but behind the sidewalk

Lake or Pond

Splash Pad

Dog Park

Park or Trail Shade or Picnic Pavilions

Stormwater/Detention Basins

Parking for Parks, Trails and Open Spaces

Plazas and Squares

Courtyards/Paseos/Greens/etc.

Landscape/Plazas around Commercial Buildings

Recreation Center Building

Performing Arts/Museum/Cultural Center/Community Center/Senior Center

Playgrounds

Restricted or Limited Common areas for Developments

Amphitheater

Sports Fields

Community Pools & Pool Areas including pool decks, structures

School Green Space, Playgrounds or Parks

Community Garden

* Additional Qualifying Uses may be approved by the Administrator with input provided by the Parks and Recreation Department.

Table 3.1. Qualifying Open Space Uses

3.0 Parks, Trails & Open Space

Item 1.2.

5. Trails.

A Trail is defined as a path physically separated from motor vehicle traffic by open space, landscape or a barrier for non-motorized travel such as walking, jogging, biking, skateboarding or other similar modes of transportation. Trail systems should work with the street network and sidewalk system to enhance community connectivity.

- (1) Trails should connect Shoreline with major natural assets.
- (2) Generally, a connected street network should take priority over a continuous trail system.
- (3) Trails may run parallel to streets where they should either replace the sidewalk, or add an additional pathway.
- (4) All trails shall be open to the public.
- (5) All trail signage and maps shall match the City trail sign standards. Signage and map locations will be reviewed and approved by the City.

6. Bonneville Shoreline Trail.

Shoreline will build the section of the Bonneville Shoreline Trail thru the project as generally depicted on the Parks, Trails and Open Space exhibit within the MDA and will be constructed per the 2017 South Jordan Parks, Recreation, Community Arts, Trails and Open Space Master Plan standards. The trail will be constructed at a minimum with a 10' asphalt path and adjacent 4' soft trail to provide multi-use access thru the community.



Fig. 3.3 (1) & (2) - Trail/Path Type Example Images



Fig. 3.1 - Open Space Example Image

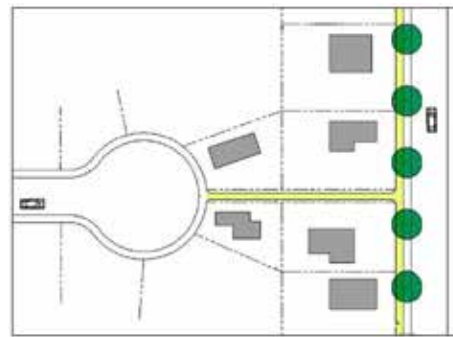


Fig. 3.4 - Trail Connection at the end of a Cul-de-sac



Fig. 3.2 (1) 14' Multi use Trail Example



Figure 3.5. Stormwater Park Feature Example Image

4.0 Site Design

1. Intent.

Shoreline intends to promote and encourage site layouts that balance the needs of pedestrians, drivers and cyclists while creating a good environment for individuals and community activities such as shopping, eating, recreation, community events and socializing.

The site standards outlined in this section are designed to meet the following set of goals.

- (1) Create sites that provide mobility throughout the site for pedestrians, bicyclists, transit and automobiles.
- (2) Promote sense of place and identity
- (3) Foster commercial success and positive pedestrian and community experiences
- (4) To encourage project design best practices
- (5) To promote livability

2. Setbacks.

Building Setbacks will be used to enhance the pedestrian environment on the street by placing buildings at an appropriate distance from the sidewalk. Uses contained within site plan approvals are not subject to all setbacks listed here (For example, apartments with tuck under garage parking would not be required to provide 3-5' or 20' setbacks.

See Table 4.1 for Building Setbacks.

Residential Setbacks

Land Use	Product Type	Front Porch Minimum	Front Living Minimum	Front Living Maximum	Front Garage Minimum	Side Minimum**^	Rear Minimum (Living or Garage)	Corner Lot Minimum
Neighborhood	Single Family Front Load	10	15	25	20	10	10	10
	Multi-Family Front Load	10	10	25	20	10	10	10
	Single Family Rear Load	10	10	25	NA	10	3-5 or 20	10
	Multi-Family Rear Load	10	10	25	NA	10	3-5 or 20	10
Village Center	Single Family Front Load	10	10	25	20	6	10	10
	Multi-Family Front Load	8 ⁺	8 ⁺	25	20	6	10	10
	Single Family Rear Load	8 ⁺	8 ⁺	18	NA	6	3-5 or 20	10
	Multi-Family Rear Load	6 ⁺	8 ⁺	18	NA	6	3-5 or 20	10
Town Center	Single Family Front Load	10	10	25	20	4	10	8 ⁺
	Multi-Family Front Load	8 ⁺	8 ⁺	25	20	6	10	8 ⁺
	Single Family Rear Load	0 ⁺	0 ⁺ /5 ^{**}	18	NA	4	3-5 or 20	8 ⁺
	Multi-Family Rear Load	0 ⁺	0 ⁺ /5 ^{**}	18	NA	4	3-5 or 20	8 ⁺

Commercial Setbacks

Land Use	Front	Side	Rear	Corner	Neighborhood Land Use Adjacent
Neighborhood	0 ⁺	0 ⁺	0 ⁺	0 ⁺	30
Village Center	0 ⁺	0 ⁺	0 ⁺	0 ⁺	10
Town Center	0 ⁺	0 ⁺	0 ⁺	0 ⁺	10
Commercial Center	0 ⁺	0 ⁺	0 ⁺	0 ⁺	10

Table 4.1. Building Setbacks.

Notes:

Setbacks may be modified with Administrator Approval to accommodate topo, site conditions, product type, irregular shaped lots, etc.

Maximum Front Setbacks are not required if fronting a park or green space.

* Side pop outs and front porch may encroach into side setback up to 50% of the setback width.

** Measured to Ground Level Structure (upper levels may be at 0' setback) if 10' vertical clearance is provided.

^ Distance is total separation measured between foundations. Not between lot lines.

+ If allowed by PUE.

3. Connectivity Requirements.

- (1) Cross Access. All commercial development should be designed to allow for cross-access to adjacent properties to encourage shared parking and shared access points. When cross-access is deemed impractical by the City on the basis of vehicular safety factors, this requirement may be waived.
- (2) Sidewalks and Trails. All building front entryways are encouraged to provide a continuous connection to the street sidewalk.
- (3) Modifications to this section 4.3 may be made by the Administrator based upon the principles/intent of the section.

4. Parking Requirements

- (1) All garage, driveway, and on or off street parking stalls will count towards the required total.
- (2) The Developer may provide an individual parking study if a specific use is not addressed here or within City's Vested Laws.
- (3) All non residential uses should have parking generally adjacent to the use.
- (4) Pay to Park may be allowed within Parking structures, On-street office/retail spaces or special event parking.

Parking Requirements		
Residential - Multi-Family	Required Stalls/Unit	Garage Required?
Studio/One Bedroom	1.5	No
Two Bedroom	2	No
Three Bedroom +	2.5	No
Residential - Single Family Attached	Required Stalls/Unit	Garage Required?
One Bedroom	1.5	Yes - 1 Car Min.
Two Bedroom	2	Yes - 1 Car Min
Three Bedroom +	2.5	Yes - 2 Car Min
Residential - Single Family Detached	Required Stalls/Unit	Garage Required?
All Single Family Homes	3	Yes - 2 Car Min.

Table 4.2. Parking Requirements.

Note: All non-residential uses shall follow South Jordan City's Vested Laws parking requirements.

5. Site Furnishings.

- (1) Applicability. Site furnishings are applicable in all Place Types:
 - (a) All site furnishings shall be specified on the plans at site plan application.
 - (b) Tables and Seating. Restaurants and food venues are encouraged to provide outdoor seating.

6. Single Family and Multi-family Residential Site Design.

The primary factor that influences site design for single family and multi-family residences is the method of parking access and garage location. There are two types of methods allowed, including parking access from the street, and parking access from a lane.

- (1) Single Family Detached
 - (a) Parking Access via Road or Private Lane. The following standards apply to detached single family units where the garage is accessed from a road or private lane in front of the house, or from the side road or private lane on corner lots. See Figure 4.1.
 - (i) Garage door width should not be more than 70% of the overall building width.
 - (b) Parking Access via Private Alley. Garages may also be located in the rear of the property and accessed through a rear private alley. See Figure 4.3.
 - (c) Road or Private Lane Frontage Requirement. For all detached single family units, the building should cover 60% or more of the road or private lane frontage at the building setback, as defined by the width of the building, divided by the width of the parcel. This does not apply to corner lots or irregularly shaped lots. See Figure 4.4.
- (2) Single Family Attached
 - (a) Parking Access via road or private lane. The following standards apply to single family attached units where the garage is accessed from the road or private lane in front of the house. See Figure 4.2.
 - (i) Garage door width should not be more than 77% of the overall building width.
 - (ii) A sidewalk should be provided that has a continuous connection to the sidewalk.
 - (b) Parking Access via private alley. Garages may also be located in the rear of the building and accessed through a rear private alley. No alley garage approaches are allowed to be between 5' and 20' long.

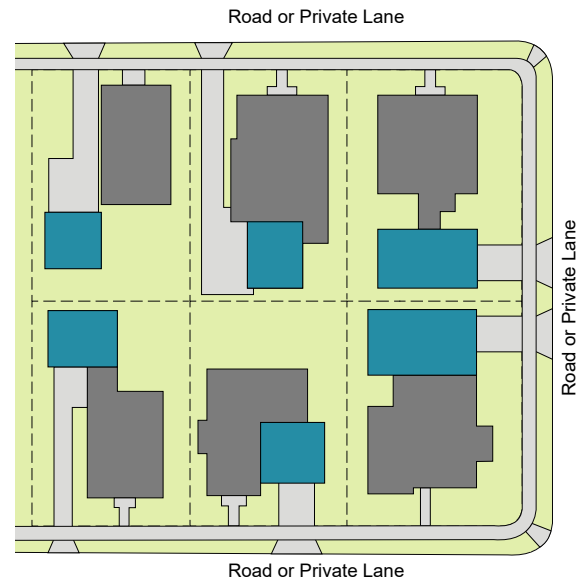


Figure 4.1 Single Family Detached Residential Parking Access via Street

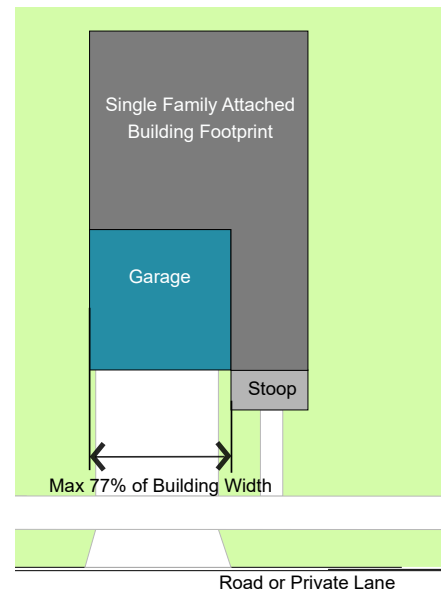


Figure 4.2 Single Family Attached with Parking Access via Street

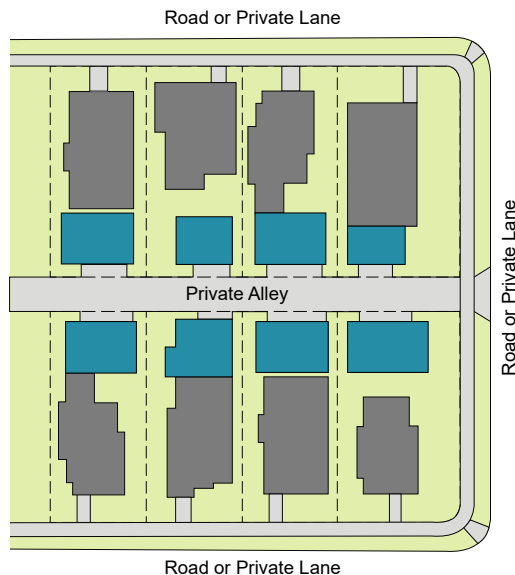


Figure 4.3 Single Family Detached Residential Parking Access via Lane

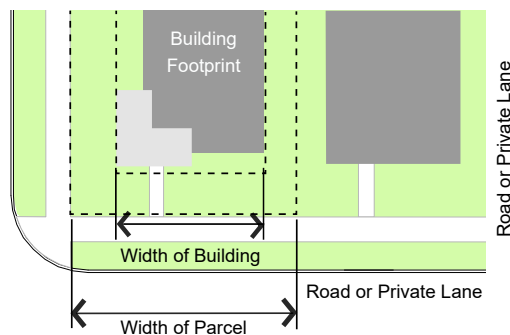


Figure 4.4 Measuring Front Property Line Coverage

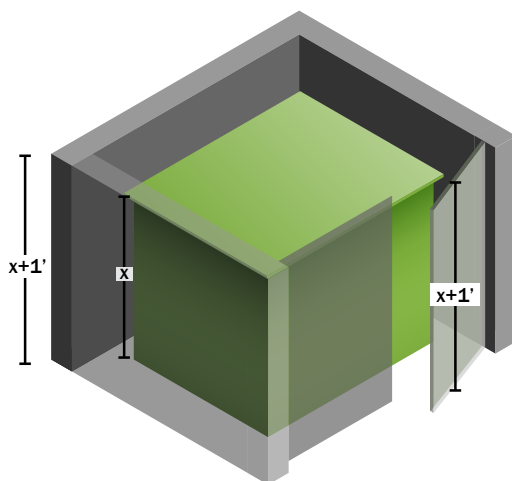


Figure 4.5. Dumpster Enclosure

- (3) Multi-Family
 - (a) Parking Lots.
 - (i) Parking lots serving multi-family residential uses should follow the City's Vested Laws for landscape buffer requirements.
 - (ii) A sidewalk should be provided that has a continuous connection from the parking lot to the building entries.
 - (b) Street Frontage Emphasis.
 - (i) For all multi-family residential uses, the buildings should be placed at the street frontage whenever possible adhering to the site setback requirements in Table 4.1
 - (ii) Building entries should relate to the street frontage and on street parking opportunities as well as to access from parking serving the use.

7. Fencing.

- (1) No fencing that is parallel to any sidewalk shall be within two feet of the edge of the sidewalk.
- (2) Height. Rear fencing shall be a maximum height of 75 inches, unless approved by the Administrator, for such circumstances as proximity to a arterial roadway, railroad right-of-way, utility lot or similar facilities.
- (3) Front yards. Front yard fence height shall be a maximum height of 36 inches, and the fence opacity shall be no greater than 60% .
- (4) Type. Chain-link fencing is not permitted along any street frontage, with the exception of schools, dedicated sports field or court fencing approved by the City.

8. Trash Enclosure Standards.

- (1) All garbage dumpsters should be located to provide adequate access for trash removal but should be located as far from any adjacent residential uses as possible. The dumpsters shall be enclosed by a masonry wall or architectural design with materials that are consistent with the building. The enclosure gate shall be metal and accessible to service vehicles. No slatted chain-link gates will be allowed. The enclosure wall and gate shall be a minimum of 12" higher than the trash receptacle bin. See figure 4.5.

9. Lighting.

- (1) All lighting will comply with the Citys vested laws.

10. Storm Drainage.

- (1) Storm Drainage must be retained completely within the Shoreline Development area. If Dry wells/Down Wells are used they shall be owned and maintained by the HOA. Any Storm Basins would be owned and maintained by the HOA with an easement recorded over the basin to the City for Storm Water Use. The City would own and maintain the pipes and inlet Structure only.

5.0 Buildings & Architecture

5.0 Buildings & Architecture

Item 1.2.

1. Intent.

Shoreline intends to provide a wide range of commercial and residential building types in order to create a complete, mixed-use community. This section outlines the standards that will help make all building types support walkability and enhance livability in the community.

The purpose of this section is to provide general design criteria and guidance for the development of all neighborhoods within Shoreline identifying those design elements that are deemed most critical to the overall success of the project. These guidelines are not intended to be restrictive, but to assist in the design, processing, and implementation of a higher level of design quality and direction.

The following aspects are of particular importance:

- Materials and/or colors that create appropriate diversity and authenticity.
- Appropriate sensitivity to scale.
- Sophisticated selection and execution of details.
- Accurate and authentic interpretations of the characteristics for each architectural Style.
- Building forms and massing is authentic to each architectural style.
- Redefine the role of the street as a pedestrian/social space.

All proposed buildings within Shoreline must submit to the Shoreline ARC for approval of architectural design compliance to these design guidelines prior to any submittal to South Jordan for building permits.

2. Building Variety and Housing Types

Shoreline will utilize varying architectural elements throughout the community to create dynamic and interesting Centers and Neighborhoods. Shoreline will provide a range of residential housing types, including multi-family buildings, townhomes, and a variety of single family detached opportunities.

3. Building Massing.

In order to achieve authenticity of style in materials, detail and execution, cost must be taken out of the basic structure of the house. Simple massing and roof forms are what often lead to the most authentic expression of style. Starting with simple structural forms and building masses can lead to the goals of achieving convincing authentic style and maintaining acceptable costs.

Massing of porch elements can help to further ground the building by forming a base from which the building mass can grow. Porches should be made to convey a sense of human scale.

Where appropriate to style, stepping of second-story mass may be used to improve the street scene. Certain styles are based on a box-like, two-story building mass. Where this is the case, added attention such as single-story elements, balconies, enhanced window treatments, massing voids, plane breaks, and other articulation may be used to provide heightened interest and variety for such styles.

All single-story homes should include building masses or design elements that are a “story-and-a-half” in scale to give appropriate mass to single-story homes. This may be accomplished by adding design elements such as dormers, clerestories, tower elements, etc.



Front to Back Gable



Hip Roof



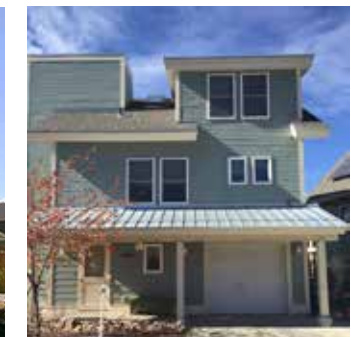
Gable with Shed Roof



Flat Roof



Side to Side Gable



Shed Roof

Figure 6.1 Roof Forms

4. Roof Forms.

Homes will have a variety of roof forms and orientations in order to create the greatest possible diversity. Variation in roof forms contributes to a more visually rich community. See Figure 6.1.

5. Building Height Transitions

Building height transitions between mixed-use centers (Town Centers, Village Centers, and Commercial Centers) and Neighborhoods should be gradual. Where a mixed-use center is adjacent to a Neighborhood Place Type, a sensitive approach to height transitions should be used.

Maximum building story height difference between Town Center, Village Center, and Commercial Center buildings adjacent to Neighborhood Place Type buildings shall be two (2) stories.

Buildings on the perimeter of the Project should never be greater than two stories higher than directly adjacent existing buildings.

6. Building Height Maximums

See Table 5.1 for list of building height maximums by Place Type.

Building Height Maximums	
Place Type	Stories
Town Center	10
Village Center	10
Commercial Center	10
Neighborhood	3
Parks, Trails and Open Space	3

Table 5.1. Building Height Maximums.

Note: All Building Heights shall be measured from Finished or Established Grades of the lot or development parcel.

7. Doors, Porches and Entrances

Front entry doors should be made of high quality material and should be a significant element within the front facade of the home and designed to be consistent with the style of the home.

Front porches and covered terraces should be considered outdoor rooms and key elements for architectural composition. Significant front porches, entry courts, stoops and covered terraces are encouraged and should strive to achieve an appropriate size and grade relationship to the street.

8. Windows

Windows should be appropriately scaled to the massing and architectural style of the home. Windows should primarily be vertical and rectangular in shape but all windows should be consistent with the homes architectural style. Energy efficient windows are strongly encouraged. Windows should be recessed when possible, and encourage natural light and ventilation.

9. Residential Building Materials

Exterior materials should utilize quality materials and a variety of complimentary colors and accents consistent with the architectural style of the home. Design, textures and materials should be visually interesting and cohesive.

Front elevations must have a minimum of 4 architectural Elements. Side and rear elevations must have a minimum of 3 Architectural Elements.

Architectural Elements may include:

- Stone
- Stucco
- Brick
- Hardie board - Each design configuration (horizontal, vertical, etc.) may be counted as an element
- Shake Shingles
- Shutters
- Corbels
- Trellises
- Window trim (must be a contrasting color to walls)

The Shoreline ARC may approve other architectural elements.

Structural elements such as fireplace pop-outs, garages and vents are NOT considered architectural elements.

Aluminum and or vinyl siding is prohibited

Side elevations consisting of full stucco must have a minimum 18-inch return of all front elevation materials.

Street facing side elevations must have the same treatment as the front elevation and/or be fenced before occupancy. Materials must wrap back to the fence line at a minimum.

Exterior columns, braces and supports should be proportional to the massing elements they are associated with, and appear to be visually proportional with what they are supporting.

10. Building Colors

For all architectural styles, the exterior colors should be a coordinated palette of colors appropriate to the style. Overly bright and dramatic colors are prohibited, unless approved by the ARC for small accent areas, such as a front door application.

11. Commercial and Mixed Use Architecture Guiding Principles.

- (1) Architectural Style and Visual Character. These guidelines do not prescribe any particular architectural style for the Commercial or Mixed Use Architecture. There is range of possibilities to creatively replicate or interpret traditional building forms with various architectural styles.

An inaccurate or thoughtless mix of elements is undesirable.

The architectural design of new commercial or mixed-use buildings in Shoreline should be based on the best examples of the surrounding building fabric, character and architectural styles that are predominate in the region.

Architectural details are essential to create human scale;

Standard “cookie-cutter” or “repeat” designs from other locations are strongly discouraged;

Consistent rhythms of similar (not identical) details and architectural elements should be used to reinforce the framework and scale of the streets and aid in the creation of a strong Town Center or Village Center Core image;

New buildings should include basic façade elements, which include a transparent glazed lower storefront for commercial uses, a sign fascia over a projecting cornice and a solid upper façade punctuated typically by vertical windows.

- (2) Architectural Detailing. Architectural elements and details that appear artificial and inaccurate for particular architectural style are not recommended.
- (3) Architectural Materials. To avoid clutter one building material is encouraged as the primary cladding and a maximum of two other materials used as accents (i.e., stone used for foundations and entrance area, brick as main material and stucco for gables and dormers or entire upper floor);

Building colors selected should be compatible with the architectural style;

Materials for commercial buildings should be carefully selected to provide visual interest in texture and color;
- (4) Fenestration. Windows and doors should seek to continue or establish a rhythm along the streets; Windows on upper floors should be vertical in proportion rather than horizontal; Rows of windows on upper floors should be used to clearly define each story; On new buildings, the placement and proportions of height to width of windows should complement those of the surrounding buildings.
- (5) Building Orientation. The following guidelines are based on a view that commercial development should have a high quality storefront design and detailing, as well as integrated commercial signage.

Commercial buildings should allow clear and defined access from parking ;



Figure 5.2 Commercial and Mixed Use Architecture

5.0 Buildings & Architecture

Item 1.2.

Corner buildings are visually prominent and all street elevations should be given equal design treatment and care;

Excessive blank walls demonstrating no specific architectural design on main commercial façades are to be avoided;

Main façades shall have sufficient amount of glazing to provide casual surveillance and to visually break up the building mass.

- (6) Commercial Facade Design Treatment. In order to strengthen the pedestrian environment and contribute to real placemaking in Shoreline, it is essential to provide continuous interest, variety and commercial activity at the ground floor level. Storefront design will greatly enhance the visual character of commercial nodes.

At the street level, windows should be sufficiently large to expose goods within shops and encourage a retail presence;

Excessive glazed areas without wooden or metal frames/joints should be avoided. Storefront panes should be divided vertically to establish a rhythm along the street;

Glazing on commercial building storefronts should avoid use of reflective glass in order to allow better visual contact between the interior and exterior. Reflective glass on upper floor windows may be considered where there is architectural merit in using reflective or unusually deep color tints;

Storefront entries may be recessed for weather protection, visual interest and more window display;

Awnings or other architectural appurtenances should be encouraged to enhance the traditional streetscape, shelter pedestrians and provide additional visual interest; Simple awning patterns should be encouraged for buildings of a decorative style, while more decorative awnings are appropriate for simply styled buildings;



Figure 5.3 Commercial Architecture

6.0 Signage

1. Introduction

All signage proposed for Shoreline must be compliant with the City's Vested Laws and approved by the Shoreline ARC with the exception of specific sign standards identified within this chapter.

Signs should be of high quality and complimentary to the character of the project. In general, and to promote human scale goals, the majority of building signs allowed will be at or near the first floor.

All signage should be appropriate to the use it represents, with a diverse range of sign types to promote interest and vitality.

Signage should be simple and clean with thoughtful placement and application/attachment methods.

Sign design should be appropriate to the architectural style and scale of the use and should never detract from the architectural character or pedestrian experience within the project.

The Administrator may approve increases to the following allowed sign sizes by up to 25%.

1.0 Sign Types

1. Monument Signs

The following sign types may deviate from South Jordan Sign Code requirements as identified here.

(1) Major Project Monument Sign

- | | |
|--------------------|----------------|
| (a) Maximum Height | 20 feet |
| (b) Maximum Copy | 80 square feet |

(2) Minor Project Monument Sign

- | | |
|--------------------|----------------|
| (a) Maximum Height | 14 feet |
| (b) Maximum Copy | 60 square feet |

(3) Major Commercial Monument Sign

- | | |
|--------------------|----------------|
| (a) Maximum Height | 20 feet |
| (b) Maximum Copy | 64 square feet |

(4) Minor Commercial Monument Sign

- | | |
|--------------------|----------------|
| (a) Maximum Height | 16 feet |
| (b) Maximum Copy | 64 square feet |

2. General Requirements.

- (1) Materials used in the design of the monument base shall be compatible with the architecture of the building(s). Stone, wood, non-painted metals are thought to be the primary materials. Plastic and/or lexan are not permitted except to shield an internal light source where individual logos/lettering has been routed through a wood or metal fascia.
- (2) Monument signs may be double sided.
- (3) Monument Signs may be allowed within Public Road Rights of way if located within a round-about and proper site visibility is maintained.
- (4) All monument signs shall be located within a landscaped or plaza area. Landscaping shall be designed in a manner that minimizes the visual impact of the sign, without blocking the view of the sign from the specific area from which it is intended to be seen, or adversely affecting the safety of pedestrian and vehicular sight distance.

Sign, Major Project Monument – A sign which is incorporated into the landscape or architectural design scheme and displaying the name of the overall Project and is located at primary entrances to the project.

Sign, Minor Project Monument – A sign which is incorporated into the landscape or architectural design scheme and displaying the name of the overall Project and is located at secondary entrances to the project.

Sign, Major Commercial Monument – A sign which is incorporated into the landscape or architectural design scheme and displaying the name of a commercial center and is located at primary commercial entrances.

Sign, Minor Commercial Monument – A sign which is incorporated into the landscape or architectural design scheme and displaying the name of a commercial center and is located at secondary commercial entrances.

6.0 Signage

Item 1.2.

3. Design and construction standards

(1) Design details for the approved sign types listed above include the following (subject to Administrator review and compliance with the City Sign Ordinances):

- Primary materials for wall signs and projecting signs shall be wood, metal, concrete or stone; other materials may be considered with Administrator approval.
- Painted lettering is allowed.
- Pan channel lettering is allowed.
- Logos may be incorporated into signs.
- Plastic/plexiglass may be utilized for lettering only on wall and projecting signs, and may not be used as background surface.
- Light sources incorporated into signage should not be exposed or directly visible.
- Halo lighting may be utilized.
- Small spot lighting of sign surfaces and projecting signs may be considered.
- All signs utilizing raceways shall be eight (8) inches deep, unless otherwise approved by the Administrator.
- All bolts, fasteners and clips shall be painted to match existing building colors.
- It shall be the sign contractor's responsibility to secure the signage components in a method so as not to create a hazard to the public.
- All penetration of the fascia, wall or projecting sign attachments shall be made waterproof by using gaskets and sealant.
- No labels will be permitted on the exposed surface of a sign unless otherwise required by the City.
- White or black lettering only may be used on glass door surfaces.



Figures 6.1. Monument Sign Example Images.

Exhibit D

C-I and A-1 ZONE City Code Provisions

DRAFT

17.30.010: PURPOSE**17.30.020: DEVELOPMENT AND DESIGN STANDARDS****17.30.030: OTHER REQUIREMENTS****17.30.010: 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 agricultural areas in a growing suburban city. This chapter shall apply to the following agricultural zones as established in chapter 17.20, "Zone Establishment", of this title: A-5 and A-1 zones. Uses may only be conducted in agricultural zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use and associated use regulations may be found in chapter 17.18, "Uses", of this title.

(Ord. 2015-10, 7-7-2015)

17.30.020: DEVELOPMENT AND DESIGN STANDARDS

- A. Development Review: Uses proposed in agricultural 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 agricultural 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.
- B. Lot Area: The area of any lot in agricultural 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 (Acres)
A-5	5
A-1	1

- C. Lot Density: Only one single-family primary dwelling may be placed on a lot or parcel of land in an agricultural zone.
- D. Lot Width And Frontage: Each lot or parcel in an agricultural 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)
A-5	100'	100'	60'
A-1	100'	100'	60'

- E. Lot Coverage: The area of lot, parcel or private ownership area in an agricultural zone covered by buildings shall not exceed the percentage identified in the lot coverage table below or the total lot, parcel or private ownership area. Item 1.2.

Zone	Maximum Building Coverage
A-5	20%
A-1	30%

- F. Yard Area: The yard area (setback) requirements below shall apply in all Agricultural 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. Minimum Yard Area Requirements

Zone	Front Yard (Interior And Corner Lots)	Front Gara ge	Front Yard (Cul-De- Sac Lots)	Side Yard (Stand- ard)	Side Yard (Corner Lot Street Side)	Rear Yard (Interior Lot)	Rear Yard (Corner Lot)
A-5	30'	30'	25'	10'	25'	25'	10'
A-1	30'	30'	25'	10'	25'	25'	10'

2. Minimum Yard Area Requirements For Accessory Buildings:

- a. 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.
 - b. 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 no greater 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 or boundary.
 - c. 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').
3. 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.

4. Projections: The following may be erected on or projected into any required yard in Agricultural Zones:

- a. Fences and walls in conformance with this Code.
- b. Agricultural crops, landscape or garden elements, including trees, shrubs and other plants.
- c. Utility or irrigation equipment or facilities.
- d. Decks not more than two feet (2') high.
- e. 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.
- f. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building no greater than eight feet (8') wide and extending no 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 Agricultural 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.

H. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply in Agricultural Zones.

1. Utility Screening: In nonresidential and nonagricultural 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 and maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right-of-way in an Agricultural 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 Agricultural Zones:

1. General Architectural Standards:

- a. All building materials shall be high quality, durable and low maintenance.
- b. The exteriors of buildings in Agricultural Zones shall be properly maintained by the owners or owners' association.
- c. Signs shall meet the 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 an accessory building in Agricultural Zones shall not exceed the footprint of the main building, including the footprint of an attached garage, except as approved by the Planning Commission as a conditional use permit.
- 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 subject 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 over a majority of the structure.
- 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 applica

declarations of conditions, covenants and restrictions ("CC&Rs"). Written Item 1.2.
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 Agricultural Zones. Landscaping in Agricultural 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. Improvements shall include 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 Agricultural 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 at least 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 residential or agricultural, the following landscaping requirements shall also apply:
 - a. 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.
 - b. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sport or play areas, is required. At least thirty percent (30%) of all required trees shall be minimum seven foot (7') evergreens. 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.
 - c. 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.
 - d. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.
 - e. 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

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.

Item 1.2.

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 right-of-way areas 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.

K. Lighting:

1. A lighting plan shall be submitted with all new developments that have a principal use that is not agricultural or residential.
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.

L. Streets: Streets in Agricultural Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Agricultural Zones.

(Ord. 2015-10, 7-7-2015; amd. Ord. 2017-22, 7-18-2017; Ord. 2019-01, 3-5-2019; Ord. 2019-06, 3-19-2019; Ord. 2021-09, 5-4-2021; Ord. 2021-20, 10-5-2021)

HISTORY

Amended by Ord. [2022-16](#) on 12/6/2022

17.30.030: OTHER REQUIREMENTS

- A. 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. (Ord. 2015-10, 7-7-2015; amd. Ord. 2016-05, 5-3-2016; Ord. 2019-01, 3-5-2019)
- B. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.
- C. 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.
- D. 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

power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.

Item 1.2.

- E. 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 an Agricultural Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter.
- F. 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.
- G. Open Space: Any open space provided within a subdivision to be jointly owned, maintained and preserved by an owners' 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.
- H. 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 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 required by section 17.04.300 of this title.

(Ord. 2015-10, 7-7-2015; amd. Ord. 2016-05, 5-3-2016)

17.90.010: PURPOSE17.90.020: DEVELOPMENT AND DESIGN STANDARDS17.90.030: OTHER REQUIREMENTS**17.90.010: 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 industrial areas in the city. This chapter shall apply to the following industrial zones established in chapter 17.20, "Zone Establishment", of this title: I-F and C-I zones. Uses may only be conducted in industrial 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.

- A. I-F Zone: The purpose of the I-F (light industrial-freeway) zone is to provide areas along the interstate freeway for major commercial uses that are compatible with the freeway and dependent on freeway visibility and access. The I-F zone will provide areas for a variety of uses to promote economic diversity and stability and provide broad employment opportunities. Developments in the I-F zone should be upscale with attention given to coordination of traffic circulation and building placement. High architectural standards will maintain an appropriate introduction and gateway image for the city. The I-F zone should provide a pleasing and functional environment that represents the quality of life in the city but also enhances the commercial tax base of the city.
- B. C-I Zone: The purpose of the C-I (commercial-industrial) zone is to provide areas where research and development, light manufacturing, assembling, processing, packaging, warehousing, distribution, and related activities can be located and preserved without creating significant negative impacts on surrounding commercial, office, and residential uses. The C-I zone is also intended to prevent the introduction of more sensitive land uses that may undermine the industrial or business park nature of the zone. Buffering and harmonious integration of neighboring uses should provide for compatibility and continuity in aesthetic design and quality of life in and around the C-I zone.

(Ord. 2015-09, 12-1-2015)

17.90.020: DEVELOPMENT AND DESIGN STANDARDS

- A. Development Review: Uses proposed in industrial zones may only be established in conformance with the city's 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 industrial zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as allowed under state law.
- B. Area Requirements: Industrial zones shall comply with the requirements in the area requirements table below:

Zone	Minimum Zone Area ¹ (Acres)	Maximum Zone Area ¹ (Acres)	Minimum Project Area ² (Acres)	Minimum Lot Area (Acres)
I-F	5	n/a	5	n/a
C-I	20	n/a	5	2

Notes

¹"Zone area" is defined as all contiguous lots or parcels that have the same zoning designation. A zone area separated by a public right of way is considered to be 1 zone area.

²"Project area" is defined as a development for which preliminary plat or site plan approval has been proposed or granted.

(Ord. 2015-09, 12-1-2015)

C. Density: There is no restriction on the number of lots or parcels or the number of buildings on a lot or parcel, except as may be limited by other standards, regulations, or requirements of this title (planning and zoning code), in industrial zones. (Ord. 2017-01, 1-3-2017)

D. Lot Width And Frontage: No minimum lot width is required for lots in industrial zones. Lots not fronting on a street must be accessible to the public via a recorded easement or right of way.

E. Yard Area: The following yard area requirements shall apply to lots in Industrial Zones:

1. The following minimum yard area requirements apply to main and accessory buildings: (Ord. 2015-09, 12-1-2015)

a. The required yard area for front, side, and rear yards shall extend a distance of twenty feet (20') in the I-F Zone and forty feet (40') in the C-I Zone away from and along a property line adjacent to the edge of a public right-of-way (back of sidewalk for a typical street cross section). An alternative edge line to be used for measuring the minimum yard area may be established where an atypical street cross section exists and when recommended by the Planning Director and approved by the Planning Commission. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)

b. The required yard area for front, side, and rear yards shall extend a distance of thirty feet (30') in the I-F Zone and one hundred feet (100') in the C-I Zone away from and along a property line adjacent to a Residential or Agricultural Zone.

2. The following may be projected into any required yard area in Industrial Zones:

a. Fences and walls in conformance to City codes and ordinances.

b. Landscape elements, including trees, shrubs and other plants.

c. Minor utility or irrigation equipment or facilities.

d. Decks not more than two feet (2') in height.

e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to a building that do not extend more than two feet (2') into a side yard area or four feet (4') into a front or rear yard area.

f. Chimneys, fireplace keys, box or bay windows, or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard.

F. Parking And Access: Parking areas and access in Industrial Zones shall meet requirements of chapter 16.26, "Parking And Access", of this Code; chapter 17.18, "Uses", of this title; and title 10, "Vehicles And Traffic", of this Code.

G. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply to all Industrial Zones: (Ord. 2015-09, 12-1-2015)

1. All mechanical equipment, antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the subject

property with architectural features or walls consistent with materials used associated buildings. Exterior trash receptacles shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)

2. The boundary of an Industrial Zone that is not in or adjacent to a public right-of-way and that is adjacent to a Residential or Agricultural Zone shall be fenced with a six foot (6') high, decorative precast concrete panel or masonry fence as determined with development approval. A six foot (6') solid vinyl boundary fencing may be used in unusual circumstances such as when the Industrial Zone is adjacent to property which is master planned for nonresidential uses. A higher fence may be required or allowed in unusual circumstances. A building permit may be required for fences and walls according to applicable Building Codes. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined with development approval.
3. No wall, fence or screening material shall be erected between a street and a front or street side building line in Industrial Zones, except as required by subsection G1 of this section.
4. Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).

H. Architecture: The following exterior materials and architectural standards are required in Industrial Zones:

1. Applicants for development approval shall submit for site plan review architectural drawings and elevations, exterior materials, and colors of all proposed buildings. In projects containing multiple buildings, the applicant shall submit a design book that includes an architectural theme, features, exterior materials and colors governing the entire project.
2. All building materials shall be high quality, durable and low maintenance.
3. In the C-I Zone, building exteriors shall be constructed with a minimum of twenty five percent (25%) brick or stone. The balance of exterior wall area shall consist of brick, stone, glass, decorative block or concrete, simulated stone panels, and/or no more than fifteen percent (15%) stucco. Other materials may also be used for decorative accents and trim in the C-I Zone with development approval. Exterior wall area may not exceed forty percent (40%) glass.
4. Exterior walls of buildings that are longer than sixty feet (60') in length shall have relief features at least four inches (4") deep at planned intervals.
5. All sides of buildings shall receive design consideration.
6. Signs shall meet requirements of title 16, chapter 16.36 of this Code and shall be constructed of materials that are consistent with the buildings that they identify.
7. Buildings and structures in Industrial Zones shall not exceed the height shown in the maximum building height table below unless otherwise allowed in this title.

Zone	Main Building	Other Structures
I-F	No maximum	No maximum
C-I	50 feet	50 feet

8. The exteriors of buildings in Industrial Zones shall be properly maintained by the owner. Item 1.2.

I. Grading And Drainage: All developments shall be graded to comply with subsection 16.10.040E9 of this Code and as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge of all roof drainage onto the subject lot or parcel.

J. Landscaping: The following landscaping requirements and standards shall apply in Industrial Zones. Landscaping in Industrial Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.

1. The area of front, side, and rear yards along an adjacent property line and extending away from the property line a distance prescribed in the requirements of this subsection shall be landscaped with grass, trees, and other live plant material.
 - a. The required yard landscape area for a yard adjacent to a Residential or Agricultural Zone shall be not less than ten feet (10').
 - b. The required yard landscape area for a yard adjacent to a public right-of-way, including the freeway right-of-way, shall be twenty feet (20') in the I-F Zone and forty feet (40') in the C-I Zone.
2. All areas of lots or parcels in Industrial Zones not approved for parking, buildings, or other hard surfacing shall be landscaped and properly maintained with grass, deciduous and evergreen trees, and other plant material in conjunction with a landscape plan for the development that has been designed and prepared by a landscape architect and approved by the Planning Commission.
3. A minimum of one tree per five hundred (500) square feet, or part thereof, of required landscaped yard areas is required in Industrial Zones in addition to other trees required in this section. A minimum of thirty percent (30%) of required yard area trees shall be minimum seven foot (7') tall evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees required in this section need not be equally spaced but shall be dispersed throughout the required yard areas on the site.
4. All collector street and other public and private park strips in Industrial Zones shall be improved and maintained by the adjoining owners according to specifications adopted by the City unless otherwise allowed with development approval. Park strip trees shall not be planted within thirty feet (30') of a stop sign.
5. Trees shall not be topped and required landscape areas shall not be redesigned or removed without City approval. Property owners shall replace any dead plant material in accordance with the requirements of this chapter and the conditions of site plan or plat approval.
6. The following landscaping requirements shall apply to parking areas:
 - a. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.
 - b. Shade trees shall be planted between double parking rows at minimum intervals of six (6) stalls and along single parking rows at minimum intervals of three (3) stalls and no farther than six feet (6') from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.
 - c. All landscaped areas adjacent to parking areas shall be curbed.

7. In the C-I Zone, a minimum five foot (5') landscaped planter shall be provided building foundations, except at building entrances, drive-up windows, loading areas, and utility areas. Item 1.2.
8. Developments that are contiguous to canals, streams, or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required yard space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
9. All required landscaping shall be installed (or escrowed due to season) prior to occupancy.
10. All landscaped areas, including adjoining public right-of-way areas, shall be properly irrigated and maintained by the owners.

K. Lighting: The following lighting requirements shall apply in Industrial Zones:

1. Applicants for development approval shall submit a lighting plan, which shall also include a photometric analysis.
2. Site lighting shall adequately light all parking areas, walkways, and common areas. Site lighting shall be designed or shielded to prevent glare on adjacent properties.
3. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
4. Lighting fixtures on public property shall be architectural grade and consistent with a streetlight design approved by the City Engineer.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019; Ord. 2021-09, 5-4-2021)

HISTORY

Amended by Ord. [2022-16](#) on 12/6/2022

17.90.030: OTHER REQUIREMENTS

The following provisions shall apply in Industrial Zones:

- A. Private Covenants: The developer of a condominium project in an Industrial Zone shall submit a proposed declaration of covenants to the City Attorney for review, including an opinion of legal counsel licensed to practice law in the State that the condominium meets requirements of State law, and record the covenants with the condominium plat for the project.
- B. Maintenance: All private areas in developments shall be properly maintained by the property owners.
- C. Easements: Buildings may not be located within a public easement.
- D. Phasing Plan: Applicants seeking development approval of a phased project shall submit for review at the time of preliminary plat or site plan approval a project phasing plan. Development shall be in accordance with the project phasing plan unless the City approves a revised project phasing plan.
- E. Prior Created Lots: Nonconforming lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of an Industrial Zone shall

brought into conformance with the requirements of this chapter prior to development.

Item 1.2.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2016-05, 5-3-2016)

Exhibit E

C-C and PD Floating ZONE City Code Provisions

DRAFT

17.60.010: PURPOSE**17.60.020: DEVELOPMENT AND DESIGN STANDARDS****17.60.030: OTHER REQUIREMENTS****17.60.010: PURPOSE**

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for commercial areas in the city. This chapter shall apply to the following commercial zones established in chapter 17.20, "Zone Establishment", of this title: C-N, C-C, and C-F zones. Uses may only be conducted in commercial zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use, and other associated use regulations are found in chapter 17.18, "Uses", of this title.

- A. C-N Zone: The purpose of the C-N zone is to provide areas where small scale commercial retail and service uses may be located to accommodate the daily needs of local residents and passing motorists. Uses should be harmoniously integrated with surrounding neighborhoods and impose minimal detriment resulting from traffic, lighting, noise, or other negative effects.
- B. C-C Zone: The purpose of the C-C zone is to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments.
- C. C-F Zone: The purpose of the C-F zone is to provide areas along the interstate freeway for major commercial uses that are both compatible with and dependent on freeway visibility and access. Developments should be generally upscale with attention given to coordination of traffic circulation and building placement. Developments should provide a pleasing and functional environment that represents the quality of life in the city and also enhances employment opportunities and the retail tax base of the city.

(Ord. 2015-09, 12-1-2015)

17.60.020: DEVELOPMENT AND DESIGN STANDARDS

- A. Development Review: Uses proposed in commercial zones may only be established in conformance with the city's development review procedures. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in commercial zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as allowed under state law.
- B. Area Requirements: Commercial zones shall comply with the requirements in the area requirements table below. A C-N zone shall not be established when located within one-third (1/3) mile of another commercial zone (C-N, C-C, or C-F).

Zone	Minimum Zone Area (Acres)¹	Maximum Zone Area (Acres)¹	Minimum Project Area (Acres)²	Minimum Lot Area (Acres)
C-N	1	10 ³	1	n/a
C-C	5	n/a	1	n/a
C-F	5	n/a	1	n/a

Notes

¹"Zone area" is defined as all contiguous lots or parcels that have the same zoning designation. A zone area intersected by a public right of way is considered as 1 zone area.

²"Project area" is defined as a development for which preliminary plat or site plan approval has been proposed or granted.

³A C-N zone area not traversed by a public right of way shall not exceed 5 acres.

C. Density: There is no restriction on the number of lots or parcels or the number of buildings on a lot or parcel, except as may be limited by other standards, regulations, or requirements of this title (planning and land use ordinance), in commercial zones.

D. Lot Width And Frontage: No minimum lot width is required for lots in Commercial Zones. Lots not fronting on a street must be accessible to the public via a recorded easement or right-of-way.

E. Yard Area: The following yard area requirements apply to lots or parcels in Commercial Zones:

1. The following minimum yard area requirements apply to main and accessory buildings: (Ord. 2015-09, 12-1-2015)

a. The required yard area for front, side, and rear yards shall extend a distance of twenty feet (20') away from and along a property line adjacent to the edge of a public right-of-way (back of sidewalk for a typical street cross section). An alternative edge line to be used for measuring the minimum yard area may be established where an atypical street cross section exists and when recommended by the Planning Director and approved by the Planning Commission. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)

b. The required yard area for front, side, and rear yards shall extend a distance of thirty feet (30') away from and along a property line adjacent to a Residential or Agricultural Zone.

2. The minimum yard area requirement may be reduced, when the reduction does not violate clear vision requirements of this Code, in the following circumstances:

a. The required yard area of subsection E1a of this section may be reduced from twenty feet (20') to ten feet (10') for buildings designed with a public entrance to the building that is oriented toward and directly connected to the adjacent right-of-way by a pedestrian walkway and the side of the building that is oriented to the right-of-way includes architectural elements that distinguish it as the primary pedestrian access to the building.

b. Should an adjacent Residential or Agricultural zoned property have a future land use designation that is not residential or agricultural, the required yard area of subsection E1b of this section may be reduced if approved by the Planning Commission with site plan review.

3. The following may be projected into any required yard area in Commercial Zones:

a. Fences and walls in conformance to City codes and ordinances.

b. Landscape elements, including trees, shrubs and other plants.

c. Minor utility or irrigation equipment or facilities.

d. Decks not more than two feet (2') in height.

e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to a building that does not extend more

than two feet (2') into a side yard area or four feet (4') into a front or rear area.

Item 1.2.

- f. Chimneys, fireplace keys, box or bay windows, or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard.

F. Parking And Access: Parking areas and access in Commercial Zones shall comply with title 16, chapter 16.26, "Parking And Access", of this Code; chapter 17.18, "Uses", of this title; title 10, "Vehicles And Traffic", of this Code; and the following:

1. Surface parking areas, except for approved street parking, shall not be located between a building and a public right-of-way on lots or parcels adjacent to a public right-of-way. This requirement shall only apply to one side of a lot or parcel that is adjacent to a public right-of-way on multiple sides.
2. Surface parking areas, except for approved street parking, located within thirty feet (30') of a public right-of-way shall be screened by grading, landscaping, walls/fences, or a combination of these, to a height of three feet (3') above the surface of the parking area. (Ord. 2015-09, 12-1-2015)
3. The Planning Director may approve an exception to the requirements of this subsection F if he or she determines that any of the requirements are not reasonably possible based on the unique characteristics of the site. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)

G. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply to all Commercial Zones: (Ord. 2015-09, 12-1-2015)

1. All mechanical equipment, antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)
2. The boundary of a Commercial Zone that is not in or adjacent to a public right-of-way and that is adjacent to a Residential or Agricultural Zone shall be fenced with a six foot (6') high, decorative precast concrete panel or masonry fence as determined with development approval. A six foot (6') solid vinyl boundary fencing may be used in unusual circumstances such as when the Commercial Zone is adjacent to property which is master planned for nonresidential uses. A higher fence may be required or allowed in unusual circumstances. A building permit may be required for fences and walls according to applicable Building Codes. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined with development approval.
3. No wall, fence or screening material shall be erected between a street and a front or street side building line in Commercial Zones, except as required by subsection G1 of this section.
4. Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).

H. Architecture: The following exterior materials and architectural standards are required in Commercial Zones:

1. Applicants for development approval shall submit for site plan review architectural drawings and elevations, exterior materials, and colors of all proposed buildings. In projects containing multiple buildings, the applicant shall submit a design book that includes an architectural theme, features, exterior materials and colors governing the entire project.
2. All building materials shall be high quality, durable and low maintenance.
3. In the C-N Zone, exterior walls of buildings shall be constructed with a minimum of fifty percent (50%) brick or stone. The balance of exterior wall area shall consist of brick, stone, glass, decorative integrally colored block and/or no more than fifteen percent (15%) stucco or tile. Other materials may also be used for decorative accents and trim in the C-N Zone with development approval. Roofs in the C-N Zone shall be hipped or gabled with a minimum six to twelve (6:12) pitch.
4. Exterior walls of buildings that are longer than sixty feet (60') in length shall have relief features at least four inches (4") deep at planned intervals.
5. All sides of buildings shall receive design consideration.
6. Signs shall meet requirements of title 16, chapter 16.36 of this Code and shall be constructed of materials that are consistent with the buildings that they identify.
7. Buildings and structures in Commercial Zones shall not exceed the height shown in the maximum building height table below unless otherwise allowed in this title.

Zone	Main Building	Other Structures
C-N	35 feet	25 feet
C-C	35 feet	35 feet
C-F	No maximum	No maximum

8. The exteriors of buildings in Commercial Zones shall be properly maintained by the owners. (Ord. 2015-09, 12-1-2015)
- I. Grading And Drainage: All developments shall be graded to comply with subsection 16.10.040E9 of this Code and as required by the Planning Department to provide adequate drainage. Buildings shall be equipped with facilities that discharge of all roof drainage onto the subject lot or parcel. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
- J. Landscaping: The following landscaping requirements and standards shall apply in Commercial Zones. Landscaping in Commercial Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.
 1. The area of front, side, and rear yards along an adjacent property line and extending away from the property line a distance prescribed in the requirements of this subsection shall be landscaped with grass, trees, and other live plant material.
 - a. The required yard landscape area for a yard adjacent to a residential or agricultural zone shall be not less than ten feet (10'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
 - b. The required yard landscape area for a yard adjacent to a public right of way shall be twenty feet (20'), except that no yard landscape area is required when a

yard area reduction has been approved according to subsection E2 section.

Item 1.2.

2. All areas of lots or parcels in commercial zones not approved for parking, buildings, or other hard surfacing shall be landscaped and properly maintained with grass, deciduous and evergreen trees, and other plant material in conjunction with a landscape plan for the development that has been designed and prepared by a landscape architect and approved by the planning commission.
3. A minimum of one tree per five hundred (500) square feet, or part thereof, of required landscaped yard areas is required in commercial zones in addition to other trees required in this section. A minimum of thirty percent (30%) of required yard area trees shall be minimum seven foot (7') tall evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees required in this section need not be equally spaced but shall be dispersed throughout the required yard areas on the site.
4. All collector street and other public and private park strips in commercial zones shall be improved and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval. Park strip trees shall not be planted within thirty feet (30') of a stop sign.
5. Trees shall not be topped and required landscape areas shall not be redesigned or removed without city approval. Property owners shall replace any dead plant material in accordance with the requirements of this chapter and the conditions of site plan or plat approval.
6. The following landscaping requirements shall apply to parking areas:
 - a. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.
 - b. Shade trees shall be planted between double parking rows at minimum intervals of six (6) stalls and along single parking rows at minimum intervals of three (3) stalls and no farther than six feet (6') from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.
 - c. All landscaped areas adjacent to parking areas shall be curbed.
7. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required yard space for the development. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
8. All required landscaping shall be installed (or escrowed due to season) prior to occupancy.
9. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners.

K. Lighting: The following lighting requirements shall apply in commercial zones:

1. Applicants for development approval shall submit a lighting plan, which shall include a photometric analysis.

2. Site lighting shall adequately light all parking areas, walkways, and common areas. Item 1.2.
lighting shall be designed and/or shielded to prevent glare on adjacent properties.
3. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
4. Lighting fixtures on public property shall be architectural grade and consistent with a streetlight design approved by the city engineer.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2021-09, 5-4-2021)

HISTORY

Amended by Ord. [2022-16](#) on 12/6/2022

17.60.030: OTHER REQUIREMENTS

- A. Private Covenants: The developer of a condominium project in a commercial zone shall submit a proposed declaration of covenants to the city attorney for review, including an opinion of legal counsel licensed to practice law in the state that the condominium meets requirements of state law, and record the covenants with the condominium plat for the project.
- B. Maintenance: All private areas in developments shall be properly maintained by the property owners.
- C. Easements: Buildings may not be located within a public easement.
- D. Phasing Plan: Applicants seeking development approval of a phased project shall submit for review at the time of preliminary plat or site plan approval a project phasing plan. Development shall be in accordance with the project phasing plan unless the city approves a revised project phasing plan.
- E. Nonconforming Lots Or Parcels: Nonconforming lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a commercial zone shall be brought into conformance with the requirements of this chapter prior to development.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2016-05, 5-3-2016)

17.130.050.010: PURPOSE**17.130.050.020: ESTABLISHMENT****17.130.050.030: AMENDMENTS****17.130.050.010: PURPOSE**

The purpose of the Planned Development Floating Zone (PD) is to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council. The PD may be applied to specific geographical areas ("districts") in circumstances that address a unique situation, confer a substantial benefit to the City, or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by standard zoning and development provisions. Such circumstances may include, but are not limited to: improvements in open space and amenities, environmental and resource preservation, tree and vegetation protection, slope accommodations, improved infrastructure efficiency, exceptional and innovative site or building design, increased public benefits, and complementary integrated land uses. The City Council shall consider the purpose of the base zone and the impacts on and from surrounding properties when approving a PD District.

(Ord. 2016-05, 5-3-2016)

17.130.050.020: ESTABLISHMENT**A. Procedure:**

1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.
2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. Except in those instances where the Applicant is the City of South Jordan the development plan shall be approved by development agreement in conjunction with the rezoning approval. If the Applicant is the City of South Jordan the development plan may be approved as part of the rezone without a development agreement.
3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone.

B. Development Plan Requirements:

1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to stand

zoning and development provisions.

2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.
3. A development plan shall also include:
 - a. Site plan/conceptual subdivision plan;
 - b. Circulation and access plan;
 - c. Building elevations, materials, and colors;
 - d. Landscape and open space plan;
 - e. Signage plan;
 - f. Lighting plan; and
 - g. Allowed uses.

C. Prohibited:

1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).

D. Effect Of Approval:

1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect, unless such provisions are expressly waived or modified by the approved development plan and/or development agreement.
2. An approved PD District shall be shown on the zoning map by a "-PD" designation after the designation of the base zone district.
3. No permits for development within an approved PD District shall be issued by the City unless the development complies with the approved development plan.
4. The Planning Director may authorize minor deviations from an approved development plan to resolve conflicting provisions or when necessary for technical or engineering considerations. Such minor deviations shall not affect the vested rights of the PD District and shall not impose increased impacts on surrounding properties.

E. Vested Rights:

1. A property right that has been vested through approval of a PD District shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the City Council through an approved PD District.
2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the Planning Director based on significant progress otherwise demonstrated by the applicant. A project that has not substantially commenced may, at the discretion of the property owner, develop according to the base zone. A project that has substantially commenced shall not deviate, in whole or in part, from the approved PD District, unless amended per section 17.130.050.030 of this section 17.130.050.

HISTORY

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

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

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

17.130.050.030: AMENDMENTS

Any application to amend an approved PD District shall be processed as a zone text amendment, except that an application to extend the district boundaries shall be processed as a rezone. Except in those instances where the Applicant is the City of South Jordan any amendment to an approved PD District requires that the corresponding development agreement also be amended.

HISTORY

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

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

Exhibit F

RESOLUTION R2023-52

DRAFT

RESOLUTION R2023 - 52**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A MASTER DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY LOCATED AT 7102 WEST 11800 SOUTH.**

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the “City”) and is authorized to enter into master development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102, *et seq.*; and

WHEREAS, the City has entered into master development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

WHEREAS, the Master Developer now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property generally located at 7102 West 11800 South (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 the Master Development Agreement for the orderly development of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign Master Development Agreement. The City Council hereby authorizes the Mayor to sign the Master Development Agreement, attached hereto as **Exhibit A**.

SECTION 2. 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 _____, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

EXHIBIT A
(Development Agreement)

DRAFT

ORDINANCE NO. 2023-08-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 7102 WEST 11800 SOUTH FROM THE C-I ZONE AND A-1 ZONE TO THE COMMERCIAL COMMUNITY PLANNED DEVELOPMENT FLOATING (C-C-PD) ZONE.

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 proposed that the City Council amend the Zoning Map by rezoning the below-described property; 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 property described in Application PLZBA202200083, and located at 7102 West 11800 South, are hereby reclassified from the C-I Zone and A-1 Zone to the Commercial Community Planned Development Floating (C-C-PD) 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 _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

EXHIBIT A
(Legal Descriptions)

DRAFT

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 10/24/2023

Issue: **PARKWAY PLAZA
LAND USE AMENDMENT AND REZONE
Land Use Amendment from Stable Neighborhood (SN) to Economic Center (EC); Rezone from Single-Family Residential (R-2.5) to Community Commercial (C-C) Zone**

Address: **1801 W & 1831 W South Jordan Parkway**

File No: **PLZBA202300152**

Applicant: **Max Bordakh, LMB Developers, LLC.**

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

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

- Resolution R2023-48 approving the land use amendment; and changing the designation from Stable Neighborhood (SN) to Economic Center (EC).
- Ordinance No. 2023-06-Z approving the zone change. From Single-Family Residential (R-2.5) to Community Commercial (C-C).

ACREAGE:	Approximately 0.62 acres
CURRENT ZONE:	R-2.5 (Single-Family Residential) Zone
CURRENT USE:	Vacant
FUTURE LAND USE PLAN:	Stable Neighborhood (SN) Designation
NEIGHBORING ZONES/USES:	North – MU-TC Mixed-Use
	South – R-2.5/Single-family homes
	West – R-2.5/Single-family homes
	East – C-C/Community Commercial vacant land

STANDARD OF APPROVAL

1. LAND USE AMENDMENT:

The general plan may be amended by resolution of the city council as follows:

- A. The process to amend the general plan and future land use map may be initiated by members of the City Council, by the City Manager or Planning Director, or by the owner of a subject property or his or her agent. A general plan land use or text amendment which is not initiated by the City may not be reinitiated for an amendment which was considered within the previous year without a majority vote of the City Council. A land use amendment should not impair the development potential of the subject parcel or neighboring properties.

- B. The Planning Commission shall hold a public hearing, as required by state law, after which the commission may modify the proposed general plan amendment. The Planning Commission shall then forward the proposed general plan amendment to the City Council.
- C. After receiving the recommendation of the Planning Commission, the City Council shall hold a public hearing, and may accept, accept with modifications, or reject the proposed general plan amendment.

(City Code § 17.12.030)

2. 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)

BACKGROUND:

The applicant is requesting a land use amendment and zone change for two properties located at 1801 W and 1831 W South Jordan Parkway. The current land use designation is Stable Neighborhood and would be changed to Economic Center (EC). The current zone is Single-Family Residential (R-2.5) and this would be rezoned to Community Commercial (C-C). Each property is 0.31 acres, for a total of 0.62 acres to be rezoned.

The rezoning of the two properties will join with the larger property of 1753 W South Jordan Parkway under the same zone, all facing South Jordan parkway. 1753 W South Jordan Parkway is currently Community Commercial (C-C) and is 0.49 acres in size. The acreage for all three properties combined is 1.11 acres. All three properties have the same owner, LMB Developers, LLC.

The applicant provided a sample site plan for the three properties showing the development of commercial building space. Generally, they intend to construct two commercial buildings with two drive-thru windows and lanes each. The use was discussed to be food and beverage for both buildings, with prospective tenants indicting the need for drive-thru access in their business plans. Additionally, due to the intended use, the future project will need a Conditional Use Permit (CUP).

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The application meets the rezone standards of approval of the City Code.
- The land use amendment will change the properties' land use designation to Economic Center (EC)
- The rezone will allow all three vacant properties to be developed under a Community Commercial (C-C) zone.
- The properties to be rezoned are 0.62 acres and the (C-C) zoned property is 0.42 acres. Combined, they will form a 1.11 acres area for commercial development.
- The sample site plan shows two buildings with two drive thru windows in each building. The intended use of each building is food/beverage.
- The sample site plan provided is not final. The site plan requires its own application process and will need to follow the design and developments standards of the (C-C) zone.

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 Planning Commission take comments at the public hearing and **recommend approval** of the land use amendment and rezone 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:

- Recommend approval of an amended application.
- Recommend denial of the application.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- | | |
|-----------------------|---------------------------------|
| • Aerial Map | • Infrastructure Analysis |
| • Land Use Map | • Resolution R2023-48 |
| • Zoning Map | • Exhibit 'A' - Future Land Use |
| • Building Elevations | • Ordinance 2023-06-Z |
| • Concept (Site) Plan | • Exhibit 'A' – Zoning Map |

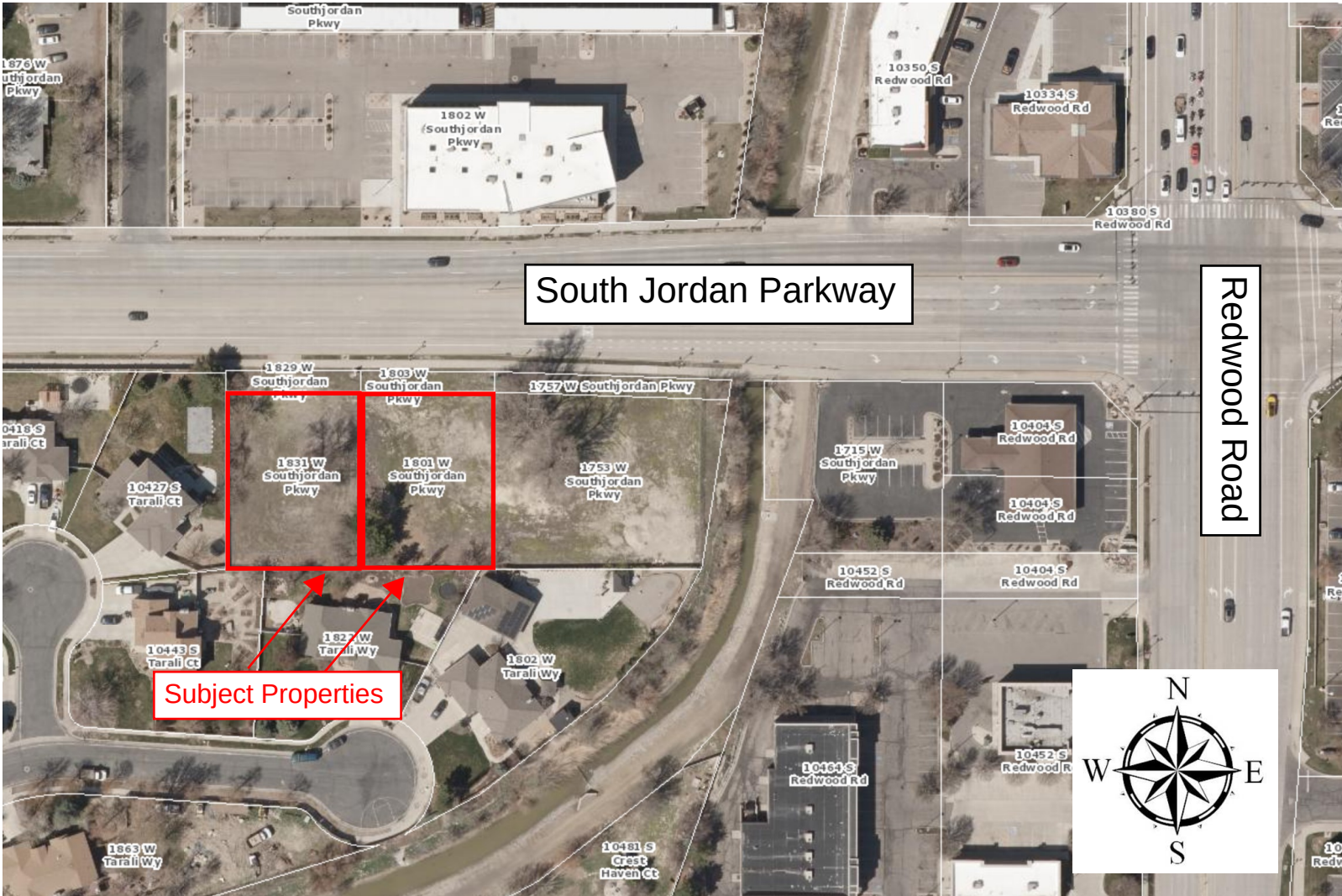
Miguel Aguilera
Miguel Aguilera
Planner I, Planning Department

Location Map

City of South Jordan

Parkway Plaza Rezone

Item I.3.

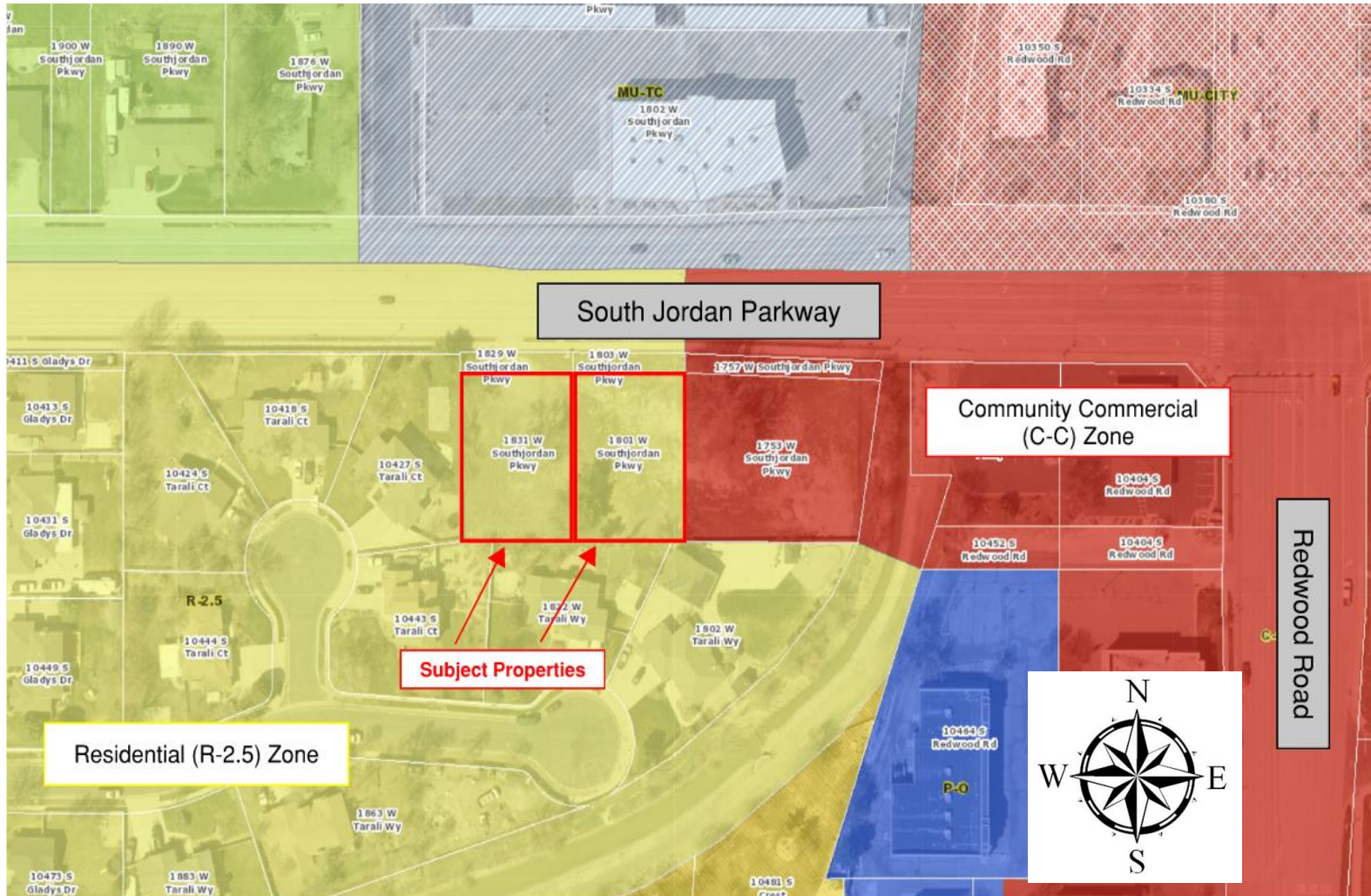


Zoning Map

City of South Jordan

Parkway Plaza Rezone

Item I.3.



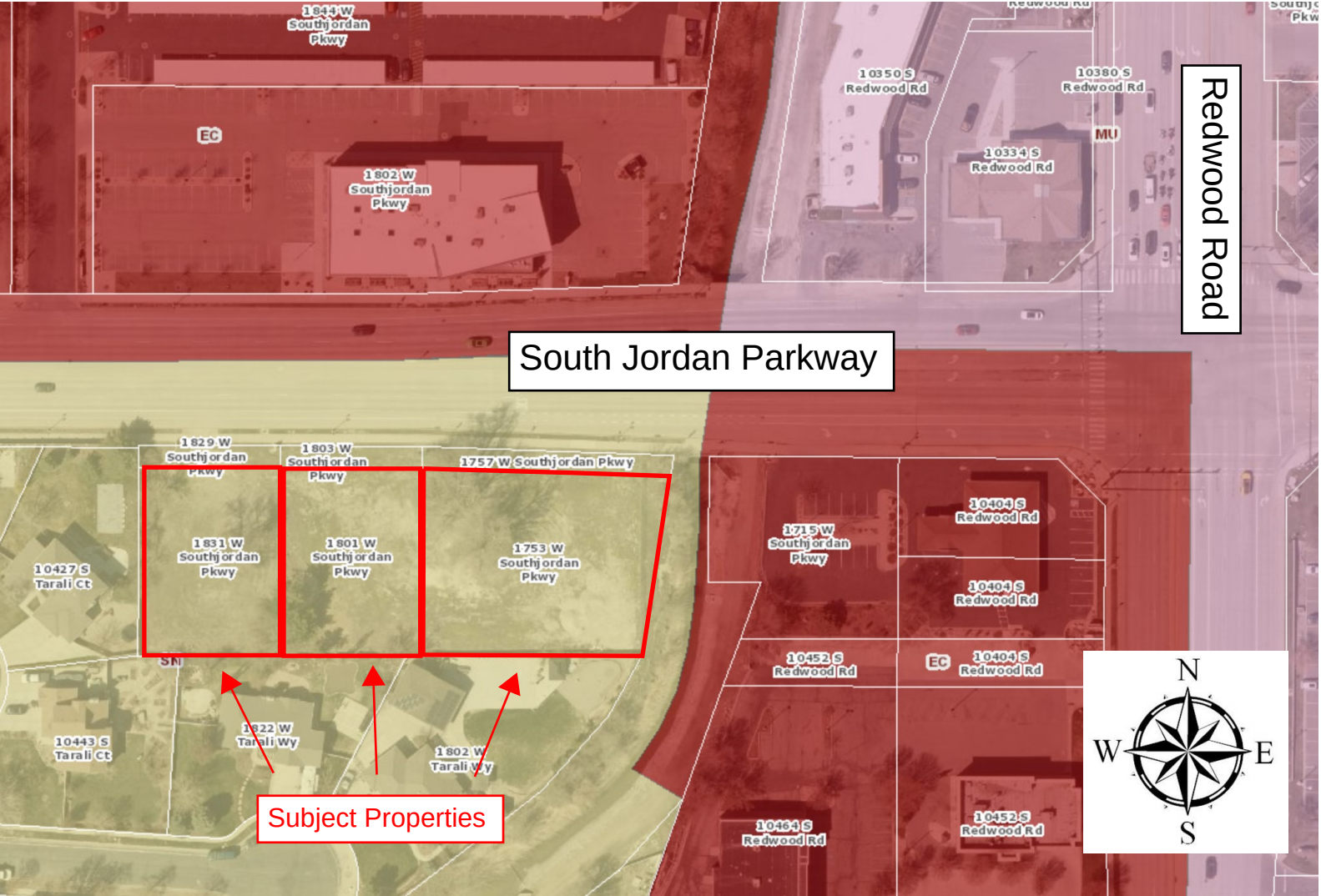
Legend

Community Commercial (C-C)
 Professional Office (P-O)
 Mixed-Use (MU-TC)
 Mixed-Use City Center (MU-City)
 Residential Single-Family (R-1.8)
 Residential Single-Family (R-2.5)



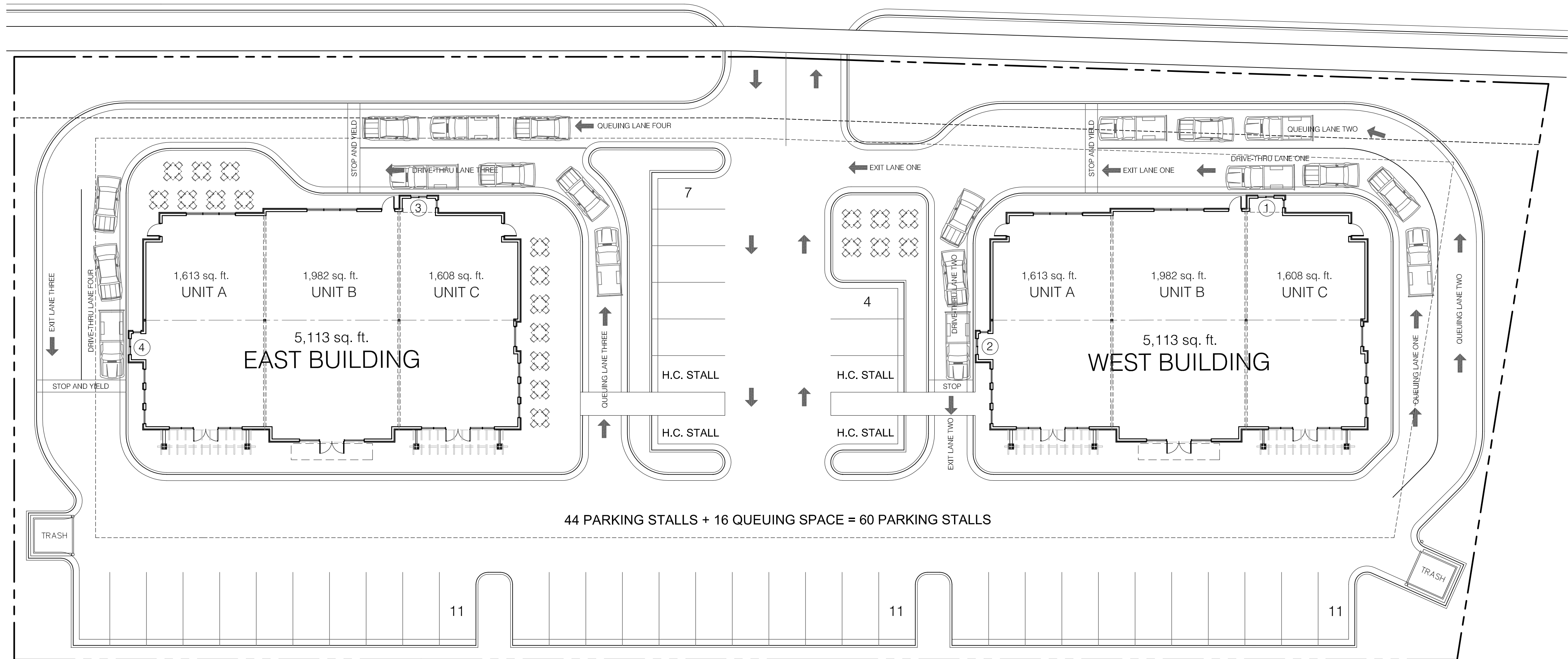
Land Use Map
City of South Jordan
Parkway Plaza Land Use Amendment

Item 1.3.



Legend

Stable Neighborhood (SN)	
Economic Center (EC)	
Mixed Use (MU)	



SOUTH JORDAN RETAIL CENTER

10,226 TOTAL SQUARE FEET - 60 TOTAL STALLS - 5.9 STALLS/1,000 SQ. FT.

LAYTON DAVIS ARCHITECTS - SEPTEMBER 27, 2023



1
A100
OVERALL SITE PLAN
SCALE: 1" = 20' - 0"

PRINTED DATE
09.27.2023

LAYTON DAVIS
ARCHITECTS

2005 EAST 2700 SOUTH | SUITE 200
SALT LAKE CITY, UTAH 84109
P.801.487.0715 | WWW.LAYTONDAVISARCHITECTS.COM

PARKWAY PLAZA
RETAIL CENTER

1801 West 10400 South
South Jordan, Utah

CHRONOLOGY

PROJECT NO
23.112

DWN BY/ CHK BY
CWL

TITLE
OVERALL
SITE PLAN

24X36 SHEET #

A100

The drawings, designs, plans, arrangements and items indicated or represented are the sole property of Layton Davis Architects and are subject to the copyright of Layton Davis Architects and are subject to the copyright of Layton Davis Architects. They were created, evolved and developed for use on and in conjunction with the specified project. Any use of the drawings, designs, plans, arrangements and items indicated or represented is strictly prohibited and is subject to the copyright of Layton Davis Architects. The drawings, designs, plans, arrangements and items indicated or represented are the sole property of Layton Davis Architects and are subject to the copyright of Layton Davis Architects. They were created, evolved and developed for use on and in conjunction with the specified project. Any use of the drawings, designs, plans, arrangements and items indicated or represented is strictly prohibited and is subject to the copyright of Layton Davis Architects. The drawings, designs, plans, arrangements and items indicated or represented are the sole property of Layton Davis Architects and are subject to the copyright of Layton Davis Architects. They were created, evolved and developed for use on and in conjunction with the specified project. Any use of the drawings, designs, plans, arrangements and items indicated or represented is strictly prohibited and is subject to the copyright of Layton Davis Architects.



NORTH

EAST BUILDING FLOOR PLAN

SCALE: 1/4" = 1' - 0"

EAST BUILDING

5,075 sq. ft.

UNIT C
1,600 sq. ft.

UNIT B
1,875 sq. ft.

UNIT A
1,600 sq. ft.

PRINTED DATE
08.16.2023

LAYTON DAVIS
ARCHITECTS

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SALT LAKE CITY, UTAH 84109
P: 801.487.0715 | WWW.LAYTONDAVISARCHITECTS.COM

PARKWAY PLAZA
RETAIL CENTER

1801 West 10400 South
South Jordan, Utah

CHRONOLOGY

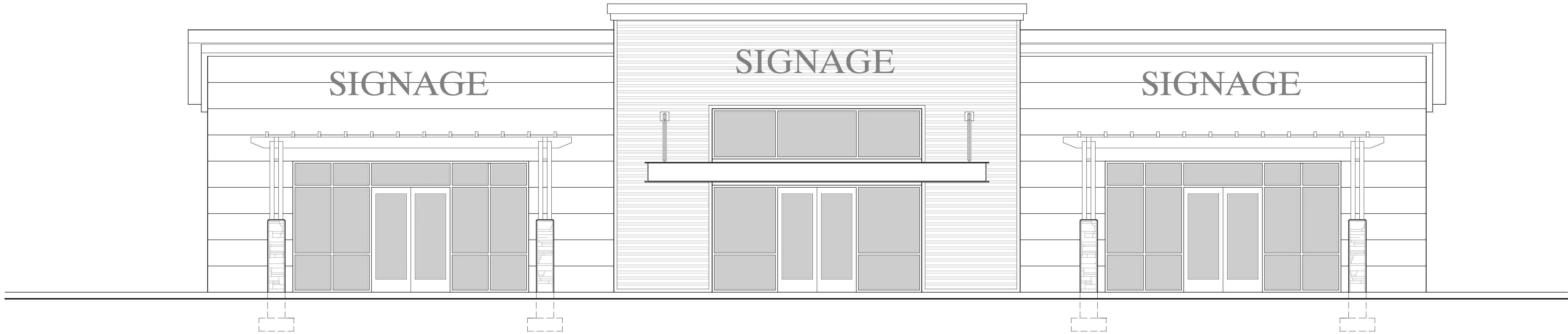
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23.112

DWN BY/ CHK BY
CWL

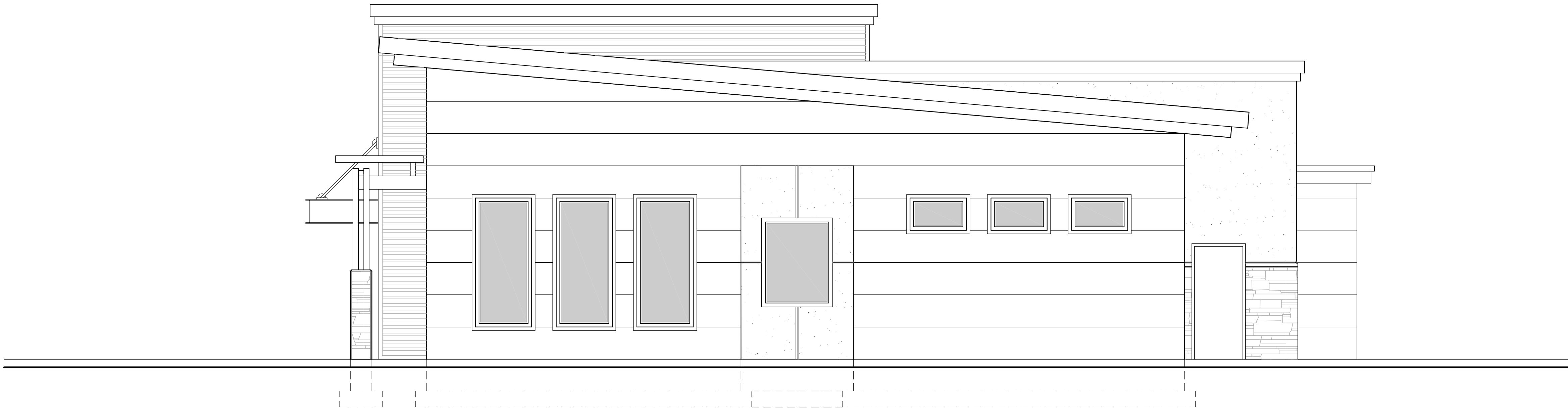
TITLE
EAST BUILDING
FLOOR PLAN

24X36 SHEET #

A101



1 EAST BUILDING - NORTH FRONT ELEVATION
A201 SCALE: 1/4" = 1' - 0"



2 EAST BUILDING - WEST SIDE ELEVATION
A201 SCALE: 1/4" = 1' - 0"

Item 1.3.

PRINTED DATE
08.16.2023

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PARKWAY PLAZA
RETAIL CENTER

1801 West 10400 South
South Jordan, Utah

CHRONOLOGY

PROJECT NO
23.112

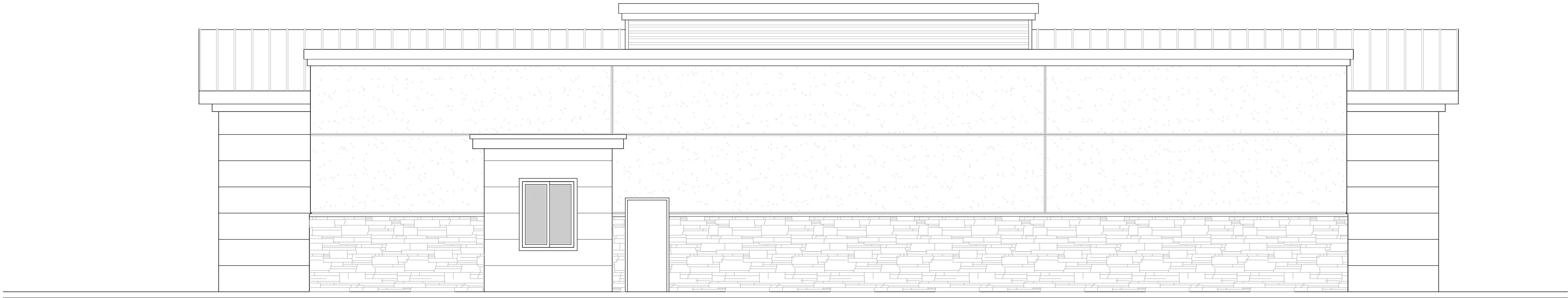
DWN BY/ CHK BY
CWL

TITLE
EAST BUILDING
ELEVATIONS

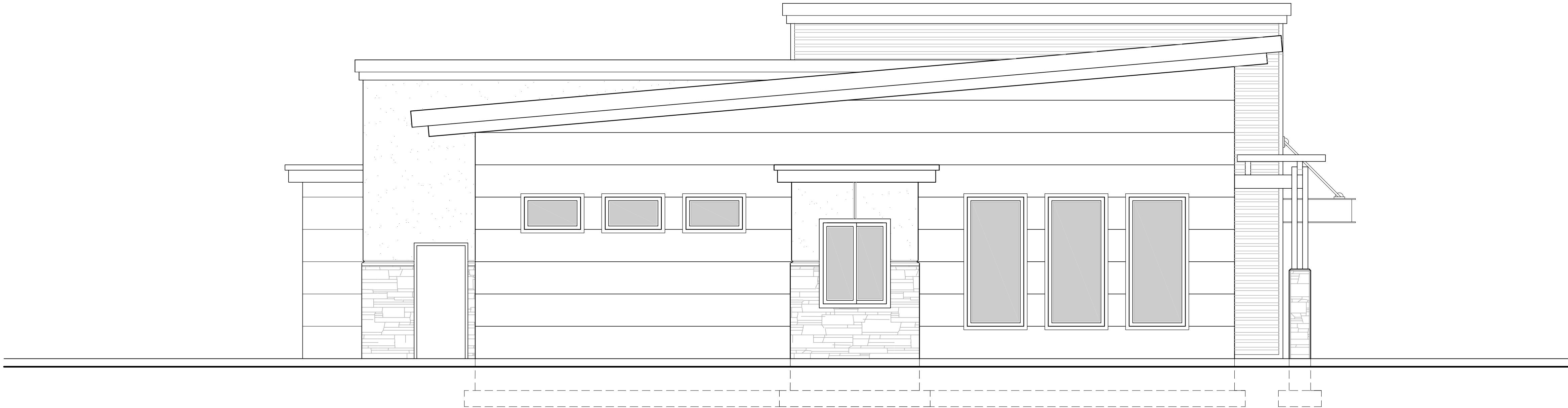
24X36 SHEET #
A201

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294



1 EAST BUILDING - SOUTH REAR ELEVATION
A202 SCALE: 1/4" = 1' - 0"



2 EAST BUILDING - EAST SIDE ELEVATION
A202 SCALE: 1/4" = 1' - 0"

PRINTED DATE
08.16.2023

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PARKWAY PLAZA
RETAIL CENTER

1801 West 10400 South
South Jordan, Utah

CHRONOLOGY

PROJECT NO
23.112

DWN BY/ CHK BY
CWL

TITLE
EAST BUILDING
ELEVATIONS

24X36 SHEET #

A202

LAND USE AMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	Parkway Plaza – R2.5 to Commercial Community
Planner Assigned	Miguel Aguilera
Engineer Assigned	Shane Greenwood

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 is located at 1800 West South Jordan Parkway. The proposed Parkway Plaza development is located just west of the Utah Salt Lake Canal. This proposed development has one access from South Jordan Parkway, which should have sufficient capacity for the increase of traffic from this development. Since South Jordan Parkway is a state road, the developer will be required to obtain UDOT approval for the proposed access.

Culinary Water: *(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)*

The subject property can be serviced by a water main located in South Jordan Parkway. According to city records, there is an existing 16" and 30" water lines within the eastbound travel lanes of South Jordan Parkway. The proposed water line connection and installation must meet city standards and specifications and road repair must meet UDOT standards and specifications. Per City standards, a water model submittal is required.

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

Secondary water service is not required for this development.

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 serviced by the District)*

At the time of Site Plan approval, the developer must submit an approval letter from South Valley Sewer District stating sufficient capacity for any additional sewer connections to the sewer main in the area. It is anticipated that adequate sewer service is available.

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

It is anticipated that the proposed storm drain system for the site will collect and discharge at a restricted release rate to the South Jordan Parkway storm system, but must obtain UDOT approval for such connection. At the time of development review, the developer is required to submit storm drain calculations for City review and approval.

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

Report Approved:


Development Engineer

9/4/23
Date


Brad Klavano, PE, PLS
Director of Engineering/City Engineer

9/4/23
Date

RESOLUTION R2023 - 48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF THE CITY OF SOUTH JORDAN FROM STABLE NEIGHBORHOOD (SN) TO ECONOMIC CENTER (EC) ON PROPERTY LOCATED AT 1801 W. SOUTH JORDAN PARKWAY AND 1831 W. SOUTH JORDAN PARKWAY AND 1753 W. SOUTH JORDAN PARKWAY; MAX BORDAKH (APPLICANT).

WHEREAS, the City Council of the City of South Jordan (“City Council”) has adopted the Future Land Use Plan Map and the General Plan of the City of South Jordan (“Land Use Map”); and

WHEREAS, the Applicant requested that the City Council amend the Land Use Map by changing the land use designation on property located at 1801W. South Jordan Parkway, 1831 W. South Jordan Parkway and 1753 W. South Jordan Parkway from Stable Neighborhood (SN) to Economic Center (EC); and

WHEREAS, the South Jordan Planning Commission reviewed Applicant’s proposed amendment and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing concerning the proposed amendment; and

WHEREAS, the City Council finds that amending the Land Use Map as proposed by the Applicant will enhance the public health, safety and general welfare, and promote the goals of the General Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Amendment. The land use designation of the Land Use Map of property described in Application PLZBA202300152, located at 1801 W. South Jordan Parkway, 1831 W. South Jordan Parkway and 1753 W. South Jordan Parkway in the City of South Jordan, Utah, is hereby changed from Stable Neighborhood (SN) to Economic Center (EC), as shown in **Exhibit A**.

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 _____, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

Exhibit A

(Property Description and Land Use Map)

SN Land Use to EC Land UsePARCEL NUMBER: 27-15-176-029

BEG S 0^06'05] W 1318.81 FT & S 89^46'11] W 638.75 FT & S 0^13'49] E 69.6 FT FR N 1/4 COR SEC 15, T 3S, R 1W, SLM; N 89^46'13] E 81.13 FT; S 87^57'23] E 18.88 FT; S 0^13'49] E 147.44 FT; S 89^46'11] W 100 FT; N 0^13'49] W 148.2 FT TO BEG. 0.34 AC. 9303-7555

PARCEL NUMBER: 27-15-176-025

BEG S 0^06'05] W 1318.81 FT & S 89^46'11] W 738.75 FT & S 0^13'49] E 69.6 FT FR N 1/4 COR SEC 15, T 3S, R 1W, SLM; N 89^46'13] E 100 FT; S 0^13'49] E 148.2 FT; S 89^46'11] W 100FT; N 0^13'49] W 148.2 FT TO BEG. 0.34 AC. 9251-4731

PARCEL NUMBER: 27-15-176-027

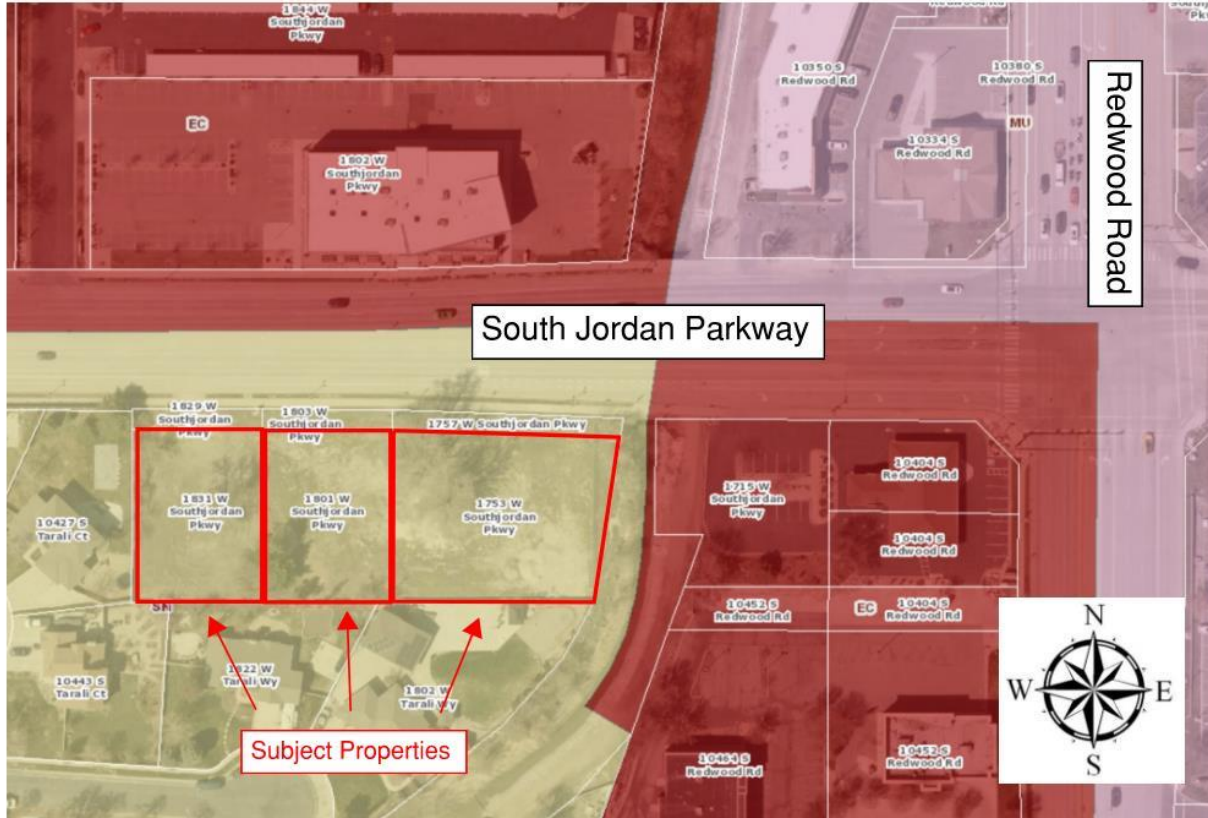
BEG S 0^06'05] W 1319.12 FT & S 89^46'11] W 538.28 FT & S 0^13'49] E 70.22 FT FR N 1/4 COR SEC 15, T 3S, R 1W, SLM; S 88^16'29] E 177.24 FT M OR L TO W'LY LINE OF UTAH & SALT LAKE CANAL; S 8^47'56] W 143.32 FT M OR L; S 89^46'11] W 154.65 FT; N 0^13'49] W 147.58 FT TO BEG. 0.55 AC. 9355-8765



Land Use Map

City of South Jordan

Parkway Plaza Land Use Amendment



Legend

Stable Neighborhood (SN)
Economic Center (EC)
Mixed Use (MU)



ORDINANCE NO. 2023-06-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 1801 W. SOUTH JORDAN PARKWAY AND 1831 W. SOUTH JORDAN PARKWAY FROM R-2.5 (SINGLE FAMILY RESIDENTIAL) ZONE TO CC (COMMUNITY COMMERCIAL) ZONE. MAX BORDAKH (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, Max Bordakh, 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 property described in Application PLZBA202300152 filed by Max Bordakh, located at 1801 W. South Jordan Parkway and 1831 W. South Jordan Parkway, are hereby reclassified from the R-2.5 (Single Family Residential) Zone to the CC (Community Commercial) 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 _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

EXHIBIT A

(Property Description)

R-2.5 Zone to C-C ZonePARCEL NUMBER: 27-15-176-029

BEG S 0°06'05] W 1318.81 FT & S 89°46'11] W 638.75 FT & S 0°13'49] E 69.6 FT FR N 1/4 COR SEC 15, T 3S, R 1W, SLM; N 89°46'13] E 81.13 FT; S 87°57'23] E 18.88 FT; S 0°13'49] E 147.44 FT; S 89°46'11] W 100 FT; N 0°13'49] W 148.2 FT TO BEG. 0.34 AC. 9303-7555

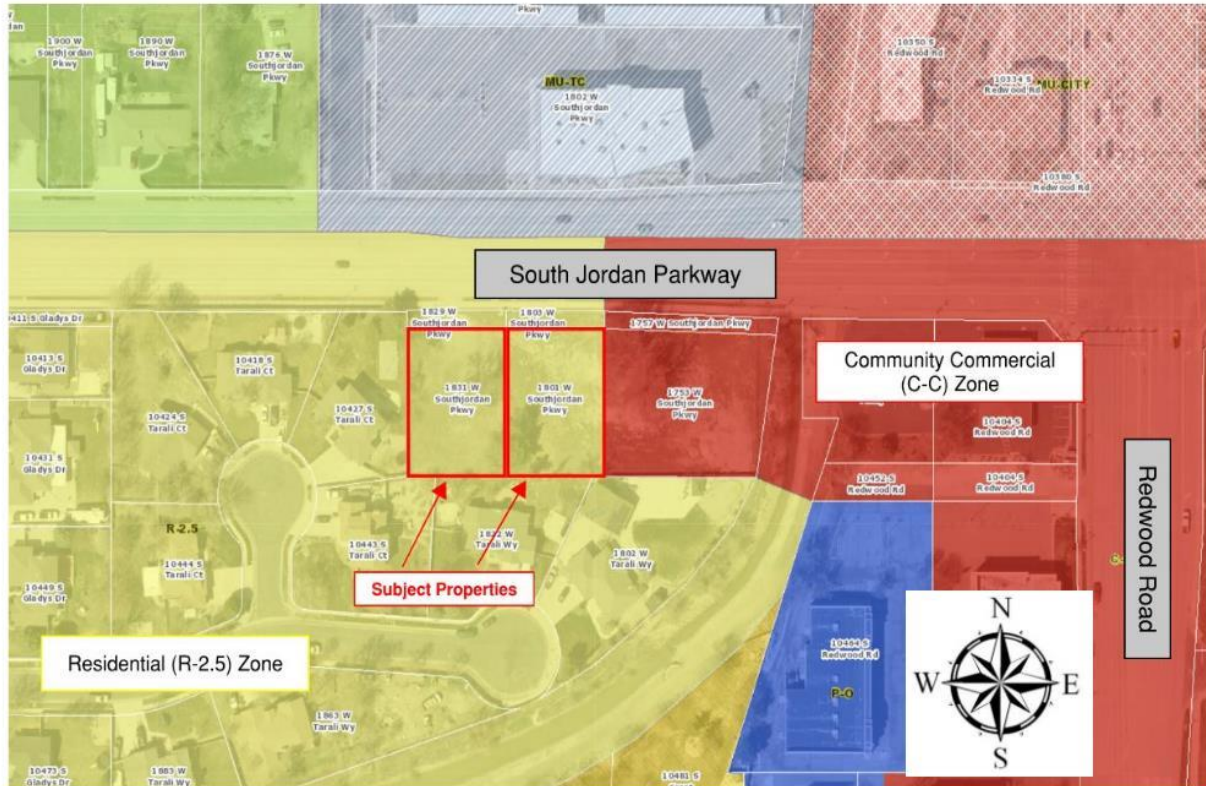
PARCEL NUMBER: 27-15-176-025

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(Zoning Map)

Zoning Map *City of South Jordan* **Parkway Plaza Rezone**



Legend

Community Commercial (C-C)
Professional Office (P-O)
Mixed-Use (MU-TC)
Mixed-Use City Center (MU-City)
Residential Single-Family (R-1.8)
Residential Single-Family (R-2.5)

