

**CITY OF SOUTH JORDAN
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
TUESDAY, NOVEMBER 18, 2025 at 6:30 p.m.**



Notice is hereby given that the South Jordan City Council will hold a City Council meeting at 6:30 p.m. on Tuesday, November 18, 2025. The meeting will be conducted in person in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah, and virtually via Zoom phone and video conferencing. Persons with disabilities requesting assistance should contact the City Recorder at least 24 hours prior to the meeting. The agenda may be amended, and an executive session may be held at the end of the meeting. Times listed are approximate and may be accelerated or delayed.

In addition to in-person attendance, the City intends to provide virtual access via Zoom for phone and video conferencing; however, virtual access is not guaranteed and may be limited by technical issues or connectivity constraints. Individuals may join via phone or video, using Zoom. In the event 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 any other action deemed inappropriate.

Please note that attendees joining virtually or by phone may not comment during public comment or a public hearing; to comment, individuals must attend in person or submit written comments prior to the meeting. To ensure comments are received, please submit them in writing to City Recorder Anna Crookston at acrookston@sjc.utah.gov by 3:00 p.m. on the day of the meeting.

The ability to participate virtually depends on the individual's internet connection. Instructions on how to join virtually are provided below.

Join South Jordan City Council Meeting Virtually:

- Join on any device that has internet capability.
- Zoom link, Meeting ID and Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted <https://ut-southjordan.civicplus.com/241/City-Council>.

Regular Meeting Agenda: 6:30 p.m.

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

B. Invocation: By Council Member, Tamara Zander

C. Pledge of Allegiance: By Director of Recreation, Janell Payne

D. Minute Approval:

[D.1.](#) October 7, 2025 City Council Study Meeting

[D.2.](#) October 7, 2025 City Council Meeting

[D.3.](#) October 21, 2025 City Council Study Meeting

[D.4.](#) October 21, 2025 City Council Meeting

E. Mayor and Council Reports: 6:35 p.m.

F. Public Comment: 6:50 p.m.

This is the time and place on the agenda for any person who wishes to comment. Any person or group wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the City Council at this point by stepping to the microphone, and giving their name and address for the record. Note, to participate in public comment you must attend City Council Meeting in-person. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Chair. Groups wishing to comment will be asked to appoint a spokesperson. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council Meeting. Time taken on non-agenda items, interrupts the process of the noticed agenda.

G. Action Items: 7:00 p.m.

G.1. Resolution R2025-58, Supporting America250 and recognizing and approving the South Jordan America250 Utah Community Committee. *(By Assistant City Manager, Don Tingey)*

G.2. Resolution R2025-59, Approving Privacy Program Policy #300-03. *(By Assistant City Manager, Don Tingey)*

G.3. Resolution R2025-60, Authorizing Mayor Dawn R. Ramsey to sign the Interlocal Cooperation Agreement between Salt Lake County and the City of South Jordan transferring 5200 West Right-of-Way to the City. *(By Assistant City Manager, Don Tingey)*

G.4. Resolution R2025-61, Authorizing Mayor Dawn R. Ramsey to sign the Interlocal Cooperation Agreement between Salt Lake County and the City of South Jordan, transferring six (6) Parcels of publicly owned real property located in the Glenmoor Subdivision. *(By Assistant City Manager, Don Tingey)*

H. Public Hearing Item: 7:30 p.m.

H.1. Ordinance 2025-17, Amending Chapters 16.04.160 (Lots and Parcels), 16.14 (Subdivision Amendment), 17.04.060 (Public Notices), 17.08 (Definitions Generally) of the South Jordan City Municipal Code to comply with changes in State Legislation. RCV *(By Long-Range Planner, Joe Moss)*

I. PID Application Acknowledgment: No Vote 7:45 p.m.

I.1. Review Letter of Intent to create the Downtown Daybreak Public Infrastructure District No. 1 to facilitate construction of the proposed “Downtown Daybreak” Development. *(By Director of Planning & Economic Development, Brian Preece)*

J. Staff Reports and Calendaring Items: 8:00 p.m.

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH)
: §
COUNTY OF SALT LAKE)

I, Anna Crookston, the duly appointed City Recorder of South Jordan City, Utah, certify that the foregoing City Council Agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body and also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on South Jordan City's website at www.sjc.utah.gov. Published and posted November 14, 2025.

October 7, 2025 City Council Study Meeting Minutes will be added to packet by Monday, November 17, 2025.

October 7, 2025 City Council Meeting Minutes will be added to packet by Monday, November 17, 2025.

October 21, 2025 City Council Study Meeting Minutes will be added to packet by Monday, November 17, 2025.

October 21, 2025 City Council Meeting Minutes will be added to packet by Monday, November 17, 2025.

RESOLUTION R2025 - 58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, SUPPORTING AMERICA250 AND RECOGNIZING AND APPROVING THE SOUTH JORDAN AMERICA250 UTAH COMMUNITY COMMITTEE.

WHEREAS, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as “America250 Utah”); and

WHEREAS, the mission of America250 Utah is to commemorate and celebrate, reflect on our nation’s past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state; and

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission; and

WHEREAS, this partnership will be formed by creating a local committee called the “South Jordan America250 Utah Community Committee”; and

WHEREAS, the South Jordan America250 Utah Community Committee will focus on important events, people, and places within South Jordan to commemorate and celebrate the City of South Jordan’s role in America’s 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities.

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

SECTION 1. Recognize, Partner and Support. The City Council hereby:

1. Recognize **South Jordan America250 Utah Community Committee** as its official committee.

South Jordan America250 Utah Community Committee

- Don Tingey, Assistant City Manager
- Janell Payne, Recreation Director
- Rachael Van Cleave, Communications Manager/PIO

Specific Events, partnered adhoc participants:

- South Jordan City Events:
 - SummerFest (ie. Parade float, movie, race, etc.)
 - South Jordan Arts (ie. Art Show, Utility Box wraps)
 - South Jordan Recreation (ie. Race Series, Baseball, etc.)
 - South Jordan Senior Programming (ie. patriotic events & banquets)
- Major Brent Taylor Foundation (The 911 Project)
- Larry H. Miller (Downtown Daybreak events/activities)

- Daybreak HOA & LiveDAYBREAK Representatives (Daybreak Community events)
 - USU Bastian Agricultural Center (USU BAC events)
 - Jordan School District (JSD events)
2. Partner with America250 Utah.
 3. Support signature programs of the America250 Utah Commission; and
 4. Support the South Jordan Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in South Jordan.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

<<Signature on Following Page.>>

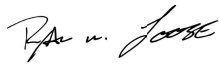
**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2025 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

RESOLUTION R2025 - 59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, APPROVING PRIVACY PROGRAM POLICY #300-03.

WHEREAS, the Utah Office of Data Privacy (Office), created in the Government Data Privacy Act (GDPA), under the direction of the State's Chief Privacy Officer (CPO) has been established within the Department of Government Operations (Utah Code § 63A-19-101 et seq.); and

WHEREAS, the Office is directed to—among other things—assist governmental entities in meeting their privacy obligations; and

WHEREAS, under the GDPA, a governmental entity, including a municipality, is required to initiate a data privacy program before December 31, 2025 (Utah Code § 63A-19-401(2)(a)(i)); and

WHEREAS, the City of South Jordan drafted a Privacy Program policy under the direction provided by the Utah Office of Data Privacy (Utah Code § 63A-19-102); and

WHEREAS, the City of South Jordan intends to implement Privacy Program #300-03 (Exhibit 1) to its Citywide Policies to be in compliance with the Government Data Privacy Act (GDPA).

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

SECTION 1. Approve. The City Council hereby approves Privacy Program Policy #300-03 (Exhibit 1) as part of its Citywide Policies.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

<<Signature on Following Page>>

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2025 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

City of South Jordan

Privacy Program Policy 300-03

Effective Date: 18 November 2025

Revised Date: tbd

Sunset/Next Review Due: FY 2026

Approved By: City Council Resolution R2025-59

1. Purpose

This policy serves to document the City of South Jordan’s [“City”] privacy program, which includes the City’s policies, practices, and procedures for the processing of personal data in accordance with [Utah Code § 63A-19-401\(2\)\(a\)](#), and which aligns with the records management and data governance requirements provided in both GRAMA and DARS. Where applicable, this policy will refer to a more specific or detailed policy, procedure, or guidance that addresses a particular practice that the City has developed.

2. Guiding Principles

This policy consolidates privacy practices, outlines governance roles and responsibilities, and ensures compliance with generally applicable records management, data protection, and data privacy obligations. It is designed to safeguard individual privacy rights, promote transparency, maintain the integrity and security of personal data, and ensure accountability across all departments within the City. This policy is meant to guide further alignment of the City with the State Data Privacy Policy as detailed in [Utah Code § 63A-19-102](#).

3. Scope

This policy applies to all City employees involved in the management, creation, and maintenance of records or who have access to personal data as part of their job duties.

This policy also applies to all contractors of the City that process or have access to personal data as a part of the contractor's duties under an agreement with the City pursuant to [Utah Code § 63A-19-401\(4\)](#).

Processing activities implemented on or after May 1, 2024, must be compliant with this policy prior to implementation. The City must develop a strategy to inventory and bring pre-existing activities into compliance with this policy by January 1, 2027.¹

4. Definitions:

¹ [Utah Code § 63A-19-401\(2\)\(e\)](#).

"**Classification**," "classify," and their derivative forms mean determining whether a record series, record, or information within a record is public, private, controlled, protected, or exempt from disclosure under [Subsection § 63G-2-201\(3\)\(b\)](#).²

"**Cookie**" means "Technology that records a user's information and activity when the user accesses websites. Cookies are used by website owners, third parties, and sometimes threat actors to gather user data."³

"**Data breach**" means— the unauthorized access, acquisition, disclosure, loss of access, or destruction of personal data held by a governmental entity, unless the governmental entity concludes, according to standards established by the Cyber Center, that there is a low probability that personal data has been compromised."⁴

"**Designation**," "designate," and their derivative forms mean indicating, based on a governmental entity's familiarity with a record series or based on a governmental entity's review of a reasonable sample of a record series, the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.⁵

"**Device fingerprinting**" means collecting attributes of a user's device configurations to create a trackable profile for the device.

"**Individual**" means a human being.⁶

"**Key logger**" means "a program designed to record which keys are pressed on a computer keyboard..."⁷

"**Personal data**" means information that is linked or can be reasonably linked to an identified individual or an identifiable individual.⁸

"**Processing activity**" means any operation or set of operations performed on personal data, including collection, recording, organization, structuring, storage, adaptation, alteration, access,

² [Utah Code § 63G-2-103\(3\)](#)

³ Cybersecurity & Infrastructure Security Agency, Project Upskill Glossary. Last visited 1/14/2025 at: <https://www.cisa.gov/resources-tools/resources/project-upskill-glossary>

⁴ Utah Code § 63A-19-101(4)

⁵ [Utah Code § 63G-2-103\(7\)](#)

⁶ [Utah Code § 63G-2-103\(13\)](#)

⁷ National Institute of Standards and Technology, Computer Security Resource Center, Glossary. Last visited 1/14/2025, at:

https://csrc.nist.gov/glossary/term/key_logger#:~:text=Definitions%3A,NIST%20SP%20800%2D82r3

⁸ [Utah Code § 63A-19-101\(13\)](#)

retrieval, consultation, use, disclosure by transmission, transfer, dissemination, alignment, combination, restriction, erasure, or destruction.⁹

“**Record**” means the same as that term is defined at [Utah Code § 63G-2-103\(25\)](#).¹⁰

"Record series" means a group of records that may be treated as a unit for purposes of designation, description, management, or disposition.¹¹

"Records officer" means the individual appointed by the chief administrative officer of each governmental entity, or the political subdivision to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.¹²

"Schedule," "scheduling," and their derivative forms mean the process of specifying the length of time each record series should be retained by a governmental entity for administrative, legal, fiscal, or historical purposes and when each record series should be transferred to the state archives or destroyed.¹³

5. Governance

5.1. Chief Administrative Officer (CAO)

- A. The City Manager shall serve as the chief administrative officer (CAO) of the City in fulfilling the duties outlined in [Utah Code § 63A-12-103](#).
- B. The designation of the CAO shall be reported to the Utah Division of Archives and Records Services (Archives) within 30 days of the designation.
- C. The designation of, and responsibilities assigned to, a CAO shall be reviewed and confirmed by the City on an annual basis.

5.2. Appointed Records Officers (AROs)

- A. The CAO shall appoint one or more individuals to serve as records officers in fulfilling the duties of working with Archives and the Office of Data Privacy in the care, maintenance, scheduling, disposal, classification, designation, access, privacy, and preservation of records.¹⁴

⁹ [Utah Code § 63A-19-101\(14\)](#)

¹⁰ Only the citation to the definition of “record” is provided here due to the length of the definition.

¹¹ [Utah Code § 63G-2-103\(26\)](#)

¹² [Utah Code § 63G-2-103\(27\)](#)

¹³ [Utah Code § 63G-2-103\(28\)](#)

¹⁴ [Utah Code § 63A-12-103\(2\)](#)

- B. The CAO may assign responsibility for the duties of appointed records officers to one, or among several, officers as the CAO deems appropriate.
- C. The appointment of records officers shall be reported to Archives within 30 days of the appointment.
- D. If responsibility for the duties of appointed records officers are divided between more than one officer, such specification should be reported to Archives along with the appointment.
- E. The appointment of, and responsibilities assigned to, a records officer shall be reviewed and confirmed by the City on an annual basis.

6. Records Series

6.1. Records and Records Series

- A. The City shall create and maintain records and records series in accordance with the requirements provided in DARS and GRAMA in addition to correlated guidance issued by Archives.
- B. The City shall appropriately designate and classify records and records series in accordance with the requirements provided in DARS and GRAMA.
- C. CAO shall be responsible for submitting a proposed retention schedule for each type of material defined as a record under GRAMA to the state archivist for review and final approval by the Records Management Committee (RMC).
- D. Upon approval by the RMC, City shall maintain and dispose of records in strict accordance with the approved retention schedule. In instances where City has not received an approved retention schedule for a specific type of record, the general retention schedule maintained by the state archivist shall govern the retention and disposition of those records.

6.2. Record Series Privacy Annotation

- A. The City shall perform a privacy annotation for each record series that contains personal data pursuant to [Utah Code § 63A-12-115](#).
- B. Privacy annotations shall include:
 - a. the legal authority under which personal data is processed;
 - b. the purposes and uses for the personal data; and
 - c. the types of personal data that may be processed within the record series.

- C. Privacy annotations shall be conducted and reported in accordance with additional requirements provided by Archives via administrative rule.

7. Awareness & Training

7.1. Departmental Data Privacy Training

- A. The CAO of shall ensure that all employees that have access to personal data as part of the employee's work duties complete a data privacy training program within 30 days after beginning employment and at least once in each calendar year.
- B. The CAO of is responsible for monitoring completion of data privacy training by the City's employees.

7.2. Agency-Specific Training

- A. In addition to the general privacy awareness training, the City may create and require employees to complete specific privacy training tailored to the unique privacy needs, practices, and requirements of the City.

7.3. Appointed Records Officer Training and Certification

- A. The CAO of shall ensure that, on an annual basis, all appointed records officers successfully complete online training on the provisions of GRAMA and obtain certification from Archives in accordance with [Utah Code § 63A-12-110](#).
- B. The CAO of shall, on an annual basis, review and confirm the certification status of all appointed records officers.
- C. GRAMA Access AROs: AROs who handle GRAMA transparency responsibilities are required to complete the GRAMA transparency training and obtain certification from Archives in accordance with [Utah Code § 63A-12-110](#).
- D. Records Management and Privacy AROs: AROs specializing in records management or privacy are required to complete both records management and GRAMA transparency training, as well as obtain the corresponding certifications.

8. Identify

8.1. Inventorying

- A. The CAO of shall maintain a comprehensive inventory of:

- a. All IT systems that may process state or federal data which the state owns or is responsible for, using the standard process that DTS provides.¹⁵
- b. All records and record series that contain personal data and the types of personal data included in the records and record series.¹⁶
- c. All processing activities, the inventory of which shall include:
 - i. Non-compliant processing activities—pursuant to the GDPR—that were implemented prior to May 1, 2024, and a prepared strategy for bringing the non-compliant processing activity into compliance by no later than January 1, 2027;¹⁷ and
 - ii. All processing activities implemented after May 1, 2024, with documentation confirming compliance status.

8.2. Information Technology Privacy Impact Assessment [*NOT currently required by municipalities, but expected in future year(s).*]

- A. The CAO shall ensure the completion of a Privacy Impact Assessment (PIA) for all IT systems that may process personal data prior to the initiation of data processing in the IT system as required under [DTS Information Security Policy 5000-0002](#).
- B. The responsible CAO shall use the PIA template that is created and maintained by the Chief Privacy Officer and which is approved by the Chief Information Officer pursuant to [DTS Information Security Policy 5000-0002](#).
- C. CAO must maintain a copy of each completed assessment for a period of four years to provide audit documentation and ensure accountability in privacy practices.

9. Transparency

9.1. Website Privacy Policy

- A. The CAO shall create and maintain privacy policies on their websites as outlined in [Utah Code § 63D-2-103](#) and [Utah Admin. Code R895-8](#).
- B. The CAO shall ensure that personal data related to a user of the City's website is not collected unless the City's website complies with [Utah Code § 63D-2-103\(2\)](#).

¹⁵ DTS [Information Security Policy 5000-0002](#), section 2.4.2.1

¹⁶ Utah Code §§ [63A-12-104](#) and [63A-12-115](#)

¹⁷ [Utah Code § 63A-19-401](#)

- C. The CAO shall ensure that all website(s) of the City contain a privacy policy statement that discloses:
- a. The identity of the governmental website operator;
 - b. How the governmental website operator may be contacted;
 - c. The personal data collected by the governmental entity;
 - d. The practices related to disclosure of personal data collected by the governmental entity and/or the governmental website operator; and
 - e. The procedures, if any, by which a user of a governmental entity may request:
 - i. Access to the user's personal data; and
 - ii. Access to correct the user's personal data.
 - f. A general description of the security measures in place to protect a user's personal data from unintended disclosure.

9.2. Privacy Notice

- A. Employees shall only collect personal data from individuals if, on the day the personal data is collected, the City has provided a privacy notice to an individual asked to furnish personal data that complies with Utah Code §§ [63G-2-601\(2\)](#), [63A-19-402](#), [63D-2-103\(2\)-\(3\)](#), or other governing law, as applicable.
- B. Such a personal data request privacy notice shall generally include¹⁸:
- a. the record series that the personal data will be included in;
 - b. the reasons the person is asked to furnish the information;
 - c. the intended purposes and uses of the information;
 - d. the consequences for refusing to provide the information; and
 - e. the classes of persons and entities that currently:
 - i. share the information with the City or
 - ii. receive the information from the City on a regular or contractual basis.

10. Individual Requests

- A. The CAO shall ensure that the City has established appropriate processes and procedures that facilitate compliance with applicable governing law for handling the following privacy requests of individuals:
- a. Individual's requests to access their personal data;
 - b. Individual's requests to amend or correct their personal data;

¹⁸ Utah Code §§ [63G-2-601\(2\)](#) and [63A-19-402](#).

- c. Individual's requests for an explanation of the purposes and uses of their personal data; and
 - d. At-risk governmental employee requests to restrict access to their personal data.
- B. The CAO shall ensure that the City has established processes for public access requests to inspect or copy the City's records, which are not requests from an individual to access their personal data.¹⁹
- C. The CAO shall ensure that employees of the City follow established business practices with respect to GRAMA.²⁰

11. Processing

11.1. Minimum Data Necessary

- A. The CAO shall ensure that all programs within the City obtain and process only the minimum amount of personal data reasonably necessary to efficiently achieve a specified purpose.²¹
- B. The CAO shall ensure that all programs within the City regularly review their data collection practices to ensure compliance with the data minimization requirement.

11.2. Record and Data Sharing or Selling Policy

- A. The City will only share or disclose personal data when there is appropriate legal authority. The sale of personal data is prohibited unless required by law.
- B. Data sharing must comply with GRAMA or other governing law and may include sharing with governmental entities, contractors, private providers, or researchers. Compliance with GRAMA or other governing law is contingent upon the purpose of the sharing, the parties involved, and the nature of the records.
- C. The CAO is required to report annually to the Chief Privacy Officer on personal data sharing and selling activities, including types of data shared, the legal basis for sharing, and the entities receiving this data.

¹⁹ This is likely detailed in a specific Department policy.

²⁰ Dept. of Government Operations Internal Policy 01. Code of Conduct. Section 3.2 Managing Records and Information.

²¹ [Utah Code § 63A-19-401\(2\)\(c\).](#)

- D. All contracts involving personal data must incorporate appropriate privacy protection terms. Written agreements for data sharing are recommended to ensure compliance with applicable laws and regulations.

11.3. Retention and Disposition of Records Containing Personal Data

- A. Employees shall maintain, archive, and dispose of records—which includes all personal data—in accordance with an approved retention schedule.²²
- B. Employees shall comply with all other applicable laws or regulations related to retention or disposition of specific personal data held by the City or by a particular operating unit or program of the City

12. Information Security

12.1. Incident Response

- A. The City adopts and follows the **DTS Cybersecurity Incident Response Plan** to manage and address all security incidents, including data breaches, and privacy violations.
- B. Employees shall report all suspected security incidents, including non-IT incidents such as unauthorized access to physical records, to the **Enterprise Information Security Office (EISO)**. Any additional agency-specific response measures for non-IT incidents are the responsibility of the CAO to develop and implement as appropriate.
- C. The CAO shall ensure compliance with all other applicable laws or regulations related to incident response and breach notification of specific personal data held by the City.

12.2. Breach Notification

- A. The City is required to provide notice to an individual or the legal guardian of an individual, if the individual's personal data is affected by a data breach in accordance with [Utah Code § 63A-19-406](#).²³
- B. The City is required to notify the Cyber Center and the state attorney general's office of a data breach affecting 500 or more individuals in accordance with [Utah Code § 63A-19-405](#). Should the City experience a data breach affecting fewer than 500 individuals, the City must create and report an internal incident report in accordance with [Utah Code § 63A-19-405\(5\)](#). These requirements are in addition to any other reporting requirement that the City may be subject to.

²² Utah Code §§ [63G-2-604\(1\)\(b\)](#) and [63A-19-404](#).

²³ [Utah Code § 63A-19-401\(2\)\(b\)](#).

- C. The CAO is subject to other breach notification requirements, such as those required for compliance with federal regulations, laws or other governing requirements (e.g., HIPAA or 42 CFR Part 2) are currently required to create and maintain their own respective, specific breach notification policies and procedures that meet the requirements of the applicable governing laws and regulations.

13. Surveillance

13.1. Covert Surveillance

- A. Employees may not establish, maintain, or use undisclosed or covert surveillance of individuals unless permitted by law.²⁴
- B. Employees are responsible for engaging with appropriate leadership for review—to include legal counsel where pertinent—of any activity that may be considered a type of surveillance.
- C. The CAO shall ensure that surveillance activities are documented and that a PIA for the activity has been completed [*currently not required by municipalities*].

13.2. Cookies, Fingerprinting, Key Loggers, and Tracking Technologies

The City is committed to transparency and privacy protection for individuals that visit the City's website(s) with regard to the use of any tracking technologies, including but not limited to cookies, device fingerprinting, key loggers, and other similar methods for monitoring or collecting information from website users.

A. Cookies

The use of cookies on the City's website(s) and digital services must comply with applicable privacy and security policies. Cookies should be limited to essential operational purposes, and any use of tracking or third-party cookies for analytics or similar functions must be disclosed clearly to users, with an option to consent where required by law.

B. Device Fingerprinting

Device fingerprinting is prohibited unless explicitly authorized by the CAO and where the legal basis or appropriate justification for such processing is documented in a privacy impact assessment. The purpose and extent of fingerprinting must be clearly defined, documented, and disclosed to users in a privacy notice or statement that complies with applicable legal requirements.

²⁴ [Utah Code § 63A-19-401\(2\)\(f\)](#).

C. Key Loggers

Key loggers are prohibited without specific authorization from the CAO and documented justification in the activity's PIA [*currently not required by municipalities*]. Key loggers may only be used when there is a clearly defined operational need that complies with security standards and legal requirements, including appropriate user notice where required.

D. Other Tracking Technologies

The use of other tracking technologies, such as web beacons, pixel tags, or similar tools, is prohibited unless explicitly authorized by the CAO, and the legal basis for such tracking is documented in a PIA [*currently not required by municipalities*]. Disclosure of these technologies must be included in user-facing privacy statements, with user consent obtained when required by law.

E. User Notification and Consent

The City must ensure users are informed about the use of tracking technologies. A clear website privacy statement must explain the types of data collected, the purpose of the tracking, and how users can manage their preferences or consent. Any updates to tracking practices must be promptly reflected in the privacy statement.

F. Data Security and Retention

Data collected through authorized tracking technologies must be securely stored, with access limited to authorized personnel. Retention of this data must align with approved retention schedules, and the data should only be retained as long as necessary for the defined operational purpose.

14. Related Documents

- Department of Government Operations Internal Policy 01. Code of Conduct. Section 3.2 Managing Records and Information.
- DTS Cybersecurity Incident Response Plan
- Dept. of Government Operations Internal Policy 01.
- State of Utah policies on handling public records requests under GRAMA]
- City of South Jordan citywide policies

References/Authority:

Division of Archives and Records Services (DARS) at [Utah Code § 63A-12-100 et seq.](#);
 Government Data Privacy Act (GDPA) at [Utah Code § 63A-19-101 et seq.](#);
 Government Records Access and Management Act (GRAMA) at [Utah Code § 63G-2-101 et seq.](#); and
 Management of Records and Access to Records at [Utah Administrative Code R13-2](#)
 Division of Technology Services (DTS) [Information Security Policy 5000-0002](#)

RESOLUTION R2025 - 60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING MAYOR DAWN R. RAMSEY TO SIGN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY OF SOUTH JORDAN TRANSFERRING 5200 WEST RIGHT OF WAY TO THE CITY.

WHEREAS, Utah Code Ann § 11-13-202 allows public entities to enter into agreements, known as interlocal agreements, for joint or cooperative actions including transfer of property; and

WHEREAS, the City of South Jordan and Salt Lake County are public entities authorized to enter into interlocal agreements; and

WHEREAS, Salt Lake County owns a parcel of property located at approximately 9725 South 5200 West0 (“5200 West Parcel”) as described in the Interlocal Cooperation Agreement attached to this Resolution and desires to convey that parcel to the City and the City desires to accept the 5200 West Parcel pursuant to the terms of the Interlocal Cooperation Agreement; and

WHEREAS, the South Jordan City Council finds it in the best interest of the City of South Jordan to accept the transfer of the 5200 West Parcel based on the terms of the Interlocal Cooperation Agreement.

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

SECTION 1. Authorization to Sign Agreement. Mayor Dawn R. Ramsey is authorized to sign the Interlocal Cooperation Agreement, attached hereto, between Salt Lake County and the City of South Jordan which transfers the 5200 West Parcel to the City of South Jordan.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

<<Signatures on following page.>>

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2025 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

County Contract No.
DA's Contract No. 25CIV000982

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement"), is made effective this 7 day of October, 2025, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("County"), and **SOUTH JORDAN CITY**, a municipal corporation and political subdivision of the State of Utah, with its business address located at 1600 West Towne Center Drive, South Jordan UT 84095 ("City"). County and City may each be referred to herein individually as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, City and County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, County owns a parcel of real property located at approximately 9725 South 5200 West, South Jordan, Utah, identified as Parcel No. 26-12-253-001, and as further described in the Quitclaim Deed attached hereto as Exhibit A (the "Property"), and which is no longer needed by any County agency for the performance of its duties; and

WHEREAS, the Property is located in the City, and provides the City, its residents, and the public at large access to the Bingham Creek Regional Park; and

WHEREAS, the responsibility for ongoing maintenance and future improvements of the Property would be more appropriately managed by the City, ensuring consistency with their infrastructure standards and long-term planning; and

WHEREAS, the City desires for County to convey the Property to it as public right of way; and

WHEREAS, it has been determined that the City's ongoing and future maintenance and improvement of the Property, and the costs savings that will inure to the benefit of the County, is in the best interest of the County, and the general public will be best served by the conveyance of the Property to the City. The transaction will be in compliance with all applicable state statutes and County ordinances.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyance.** The County shall convey the Property via quitclaim deed (hereinafter "Quitclaim Deed"), for the purpose of using the Property in perpetuity as a public road. City shall be solely responsible for maintaining the Property and shall repair or replace improvements thereon as necessary to maintain its current function and use.

Section 2. **Consideration.** County and the City agree that in consideration of the mutual benefit afforded the citizens of the City and County, the restrictions on use identified in Section 3, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will convey the Property to City as outlined herein.

Section 3. **Use Restriction.** The Property shall be used by the City solely as a public road:

- A. The Quitclaim Deed conveying the Property shall include a perpetual restriction requiring the Property to be used by the City or its successors in interest solely as a public road, and in the event the City ceases using any portion of the Property as a public road, the Property will revert to County in its entirety. The form of the Quitclaim Deed is attached hereto as Exhibits A.

Section 4. **Operation of the Property.** Upon transfer of the Property to the City, the City shall be solely responsible for the operation and maintenance of the Property, and the City shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, the City's operation and maintenance of the Property or any act or omission of the City, any independent contractor retained by the City, or anyone directly or indirectly employed by them, while working on and/or maintaining the Property.

Section 5. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the Property shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to the Property shall survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 6. **Additional Interlocal Cooperation Act Provisions.** In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

(a) **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The Property shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 7. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) Time of Essence. Time is of the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, The City, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: 
Mayor or Designee

Recommended for Approval:


Director of Salt Lake County Real Estate Division

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2025.08.28 14:45:44 -06'00'

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

SOUTH JORDAN CITY

By _____
Mayor or Designee

ATTEST:

South Jordan City's Recorder

Reviewed and Advised as to Form and Legality:

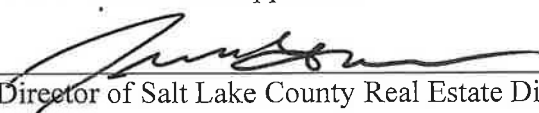

South Jordan City Attorney

IN WITNESS WHEREOF, The City, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: 
Mayor or Designee

Recommended for Approval:


Director of Salt Lake County Real Estate Division

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2025.08.28 14:45:44 -06'00'

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

SOUTH JORDAN CITY

By _____
Mayor or Designee

ATTEST:

South Jordan City's Recorder

Reviewed and Advised as to Form and Legality:

South Jordan City Attorney

Exhibit A
(Quitclaim Deed)

WHEN RECORDED, RETURN TO:
 Salt Lake County
 Salt Lake County Real Estate Manager
 2001 South State Street, S3-110
 Salt Lake City, Utah 84190

Tax I.D. No. 26-12-253-001

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to South Jordan City, a municipal corporation and political subdivision of the State of Utah ("Grantee"), the following described parcel of real property located at 9725 South 5200 West, South Jordan, Utah 84070 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

(SEE EXHIBIT A)

Perpetual Restriction. The Property is to be used by Grantee in perpetuity as a public road, if Grantee ceases using any portion of the Property as a public road, the Property will revert to Grantor in its entirety.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this 7 day of October, 2025.

SALT LAKE COUNTY

By:



MAYOR or DESIGNEE

By:



COUNTY CLERK

Reviewed and Advised as to Form and Legality:

John E. Diaz

Digitally signed by John E. Diaz
 Date: 2025.08.28 14:46:12
 -06'00'

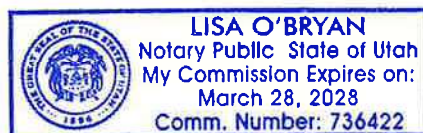
John E. Diaz
 Senior Deputy District Attorney
 Salt Lake County

STATE OF UTAH)
)ss.
 COUNTY OF SALT LAKE)

On this 7 day of October, 2025, personally appeared before me Arllyn Bradshaw
 who being duly sworn, did say that he is the Assoc. Deputy Mayor of Salt Lake
 County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake
 County, by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written:

Lisa O'Bryan
 Notary Public

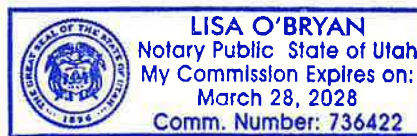


STATE OF UTAH)
)ss.
 COUNTY OF SALT LAKE)

On this 7 day of October, 2025, personally appeared before me Lannie Chapman
 who being duly sworn, did say that he is the CLERK of Salt Lake County and that the
 foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a
 resolution of the SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Lisa O'Bryan
 Notary Public



(EXHIBIT A)

Parcel No. 26-12--253-001:

Legal Description:

COM AT SW COR OF NE 1/4 SEC 12, T 3S, R 2W SL MER, S 89°53' 55" E 50 FT; N 0°31'20" E 1079.56 FT; S 56°58' W 60 FT; S 0°31'20" W 1046.76 FT TO BEG. 1.22 AC

My Map



July 14, 2025



City of West Jordan, County of Salt Lake, County of Utah, Bureau of Land Management, Utah AGRC, Salt Lake County, INCORPORATED IN 1941.
This map was created by the office of the Salt Lake County Assessor, in
The information depicted here is to be taken as an approximate fit as regards to the spatial position of the layers presented. This map is not intended to represent an actual field survey of, nor establish the actual location between, any of the layers depicted here.

RESOLUTION R2025 - 61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING MAYOR DAWN R. RAMSEY TO SIGN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY OF SOUTH JORDAN TRANSFERRING SIX (6) PARCELS OF PUBLICLY OWNED REAL PROPERTY LOCATED IN THE GLENMOOR SUBDIVISION.

WHEREAS, Utah Code Ann § 11-13-202 allows public entities to enter into agreements, known as interlocal agreements, for joint or cooperative actions including transfer of property; and

WHEREAS, the City of South Jordan and Salt Lake County are public entities authorized to enter into interlocal agreements; and

WHEREAS, Salt Lake County owns six (6) Parcels of real property located in the Glenmoor subdivision (the “Glenmoor Parcels”), and more particularly described in the Interlocal Cooperation Agreement attached to this Resolution and desires to convey that parcel to the City and the City desires to accept the Glenmoor Parcels pursuant to the terms of the Interlocal Cooperation Agreement; and

WHEREAS, the South Jordan City Council finds it in the best interest of the City of South Jordan to accept the transfer of the Glenmoor Parcels based on the terms of the Interlocal Cooperation Agreement.

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

SECTION 1. Authorization to Sign Agreement. Mayor Dawn R. Ramsey is authorized to sign the attached Interlocal Cooperation Agreement between Salt Lake County and the City of South Jordan which transfers the Glenmoor Parcels to the City of South Jordan.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

<<Signatures on following page.>>

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2025 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

County Contract No.
DA's No. 25CIV001264

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”), is made effective this ___ day of _____, 2025, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and **SOUTH JORDAN CITY**, a municipal corporation and political subdivision of the State of Utah, with its business address located at 1600 West Towne Center Drive, South Jordan UT 84095 (“City”). County and City may each be referred to herein individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, City and County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, County owns six (6) parcels of real property located in South Jordan, Utah, identified as Parcel Nos. 27-07-151-048, 27-07-177-042, 27-07-254-099, 27-07-278-060, 27-07-453-031, and 27-07-477-069, and as further described in the Quitclaim Deed attached hereto as Exhibit A (the “Properties”), and which are no longer needed by any County agency for the performance of its duties; and

WHEREAS, the Properties are located in the City, and are located between properties owned by residents of the City; and

WHEREAS, the responsibility for ongoing maintenance and future improvements of the Properties would be more appropriately managed by the City, ensuring consistency with their infrastructure standards and long-term planning; and

WHEREAS, the City desires for County to convey the Properties to it; and

WHEREAS, it has been determined that the City's ongoing and future maintenance and improvement of the Properties, and the costs savings that will inure to the benefit of County, is in the best interest of County, and the general public will be best served by the conveyance of the Properties to the City. The transaction will be in compliance with all applicable state statutes and County ordinances.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyance.** The County shall convey the Properties via quitclaim deed (hereinafter "Quitclaim Deed"). City shall be solely responsible for maintaining the Properties.

Section 2. **Consideration.** County and the City agree that in consideration of the mutual benefit afforded the citizens of the City, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, County will convey the Properties to City as outlined herein.

Section 3. **Operation of the Property.** Upon transfer of the Properties to the City, the City shall be solely responsible for the operation and maintenance of the Property, and the City shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, the City's operation and maintenance of the Properties or any act or omission of the City, any independent contractor retained by the City, or anyone directly or indirectly employed by them, while working on and/or maintaining the Properties.

Section 4. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the Properties shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to the Properties shall survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 5. **Additional Interlocal Cooperation Act Provisions.** In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

(a) **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Manager or designee. Any

real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The Property shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 6. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) Time of Essence. Time is of the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, The City, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

[Signature Page Follows Below]

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

Director of Salt Lake County Real Estate Division

Reviewed and Advised as to Form and Legality:

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

SOUTH JORDAN CITY

By _____
Mayor or Designee

ATTEST:

South Jordan City's Recorder

Reviewed and Advised as to Form and Legality:



South Jordan City Attorney

Exhibit A

(Quitclaim Deed)

WHEN RECORDED, RETURN TO:
 Salt Lake County
 Salt Lake County Real Estate Manager
 2001 South State Street, S3-110
 Salt Lake City, Utah 84190

Tax I.D. No. 27-07-151-048, 27-07-177-042, 27-07-254-099, 27-07-278-060, 27-07-453-031, and 27-07-477-069

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to South Jordan City, a municipal corporation and political subdivision of the State of Utah (“Grantee”), the following described parcel of real property located in South Jordan, Utah (the “Properties”), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

(SEE EXHIBIT A)

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 2025.

SALT LAKE COUNTY

By: _____
 MAYOR or DESIGNEE

By: _____
 COUNTY CLERK

Reviewed and Advised as to Form and Legality:

 John E. Diaz
 Senior Deputy District Attorney
 Salt Lake County

STATE OF UTAH)
)ss.
 COUNTY OF SALT LAKE)

On this ____ day of _____, 2025, personally appeared before me _____,
 who being duly sworn, did say that __he is the _____ of Salt Lake
 County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake
 County, by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written:

 Notary Public

STATE OF UTAH)
)ss.
 COUNTY OF SALT LAKE)

On this ____ day of _____, 2025, personally appeared before me _____,
 who being duly sworn, did say that __he is the CLERK of Salt Lake County and that the
 foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a
 resolution of the SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

 Notary Public

(EXHIBIT A)

Parcel No.: 27-07-151-048,

Legal Description:

SE'LY 1 FT OF LOT 805, GLENMOOR COUNTRY ESTATES #1, PLAT H 4297-281 6486-2540

Parcel No.: 27-07-177-042,

Legal Description:

LOT 604, GLENMOOR COUNTRY ESTATES #1, PLAT F. LESS GLENMOOR COUNTRY ESTATES #2 PLAT N.

Parcel No.: 27-07-254-099,

Legal Description:

THE S'LY 2 FT OF LOT 1221, GLENMOOR COUNTRY ESTATES #1 PLAT E & F AMENDED. 5961-0273

Parcel No.: 27-07-278-060,

Legal Description:

BEG SW COR LOT 126, GLENMOOR COUNTRY ESTATES #1, PLAT A; E 80 FT; S 5 FT; W 80 FT; N 5 FT TO BEG. (BEING PART OF LOT 168, GLENMOOR COUNTRY ESTATES #1 PLAT A) 6486-2515 6508-29456510-1568 6510-1989 6512-45 6525-0775

Parcel No.: 27-07-453-031,

Legal Description:

BEG SE COR LOT 2028, GLENMOOR COUNTRY ESTATES #2, PLAT U; S 0°04'48" W 10 FT; N 89°55'12" W 91.5 FT; N 0°04'48" E 10 FT; S 89°55'12" E 91.5 FT TO BEG. 0.021 AC 4953-607 6242-13 0 6289-1261 7693-1355

Parcel No.: 27-07-477-069,

Legal Description:

BEG NE COR LOT 1625, GLENMOOR COUNTRY ESTATES #2 PLAT Q; E 10 FT; S 80 FT; W 10 FT; N 80 FT TO BEG. 0.02 AC 6332-337



SOUTH JORDAN CITY COUNCIL STAFF REPORT

MEETING DATE: NOVEMBER 18, 2025

FILE OVERVIEW

Item Name	Legislative Text Amendments to City Code
Address	1600 W. Towne Center Drive, South Jordan, UT 84095
File Number	PLZTA202500196 Ordinance 2025-17
Applicant	City of South Jordan
Staff Author	Joe Moss, Long Range Planner

ITEM SUMMARY

The proposed text amendments modify the subdivision and zoning codes to ensure compliance with changes in state legislation. The following chapters have modifications proposed:

- [§16.04.160 Lots and Parcels](#) is proposed to be amended per [S.B. 104](#) to clarify the process, documentation required, and appeal process for property line adjustments.
- [§16.14 Subdivision Amendment](#) is proposed to be amended to clarify noticing requirements and include a new written objection period prior to the public hearing per [S.B. 104](#).
- [§17.04.060 Public Notices](#) is proposed to be modified to include additional notice requirements for land use amendment changes that are not considered “ministerial” per [H.B. 368](#).
- [§17.08 Definitions](#) is proposed to be amended to state that property line adjustments are “simple boundary line adjustments” under state code per [S.B. 104](#).

TIMELINE

- **September 5, 2025** City Staff discussed recommended zoning code modifications per the 2025 legislative session with the City Council at a study session.
- **October 14, 2025** The Planning Commission recommended approval of the proposed amendment by a vote of 5-0.

REPORT ANALYSIS

Application Summary: The proposed changes to the zoning code are intended to address changes made by two bills in Utah's 2025 legislative session.

S.B. 104 modifies the process adjusting property lines and making subdivision amendments. The legislation changes require the following:

- Requires conveyance documents for boundary line adjustments.
- Establishes qualifying criteria for simple boundary adjustments.
- Modifies the noticing requirement for subdivision amendments to include a written objection window of at least ten days from the time of the notice. This window must end one day before the public hearing.

In order to comply with these changes, the proposed amendments modifies the following sections of City code:

- **§16.04.160 Lots and Parcels** is proposed to be amended as follows:
 - Establishes qualifying criteria to determine eligibility for a property line adjustment.
 - Updates the required conveyance document materials needed for property line adjustment application including a conveyance of title and diagram of the proposed changes.
 - Includes a requirement that approval notices have a disclaimer that any potential error is not the responsibility of the City.
- **§16.14 Subdivision Amendment** is proposed to be amended as follows:
 - Clarifies that the Planning Commission is the land use authority for subdivision amendments.
 - Clarifies that applicants may petition to have their application heard by the Planning Commission within 45 days of the city receiving the petition.
 - Clarifies who is noticed.
 - Requires notices include a new written objection period prior to the public hearing.
- **§17.08 Definitions** is proposed to be amended as follows:
 - Clarifies the definition of a "property line adjustment" means the same thing as a "simple boundary line adjustments" under state code.

H.B. 368 modifies public noticing requirements for land use amendments. These modifications include:

- Establishes a definition of changes that are “ministerial in nature.” A change that is ministerial must comply with at least one of the following:
 - The land use update is to bring City ordinances into compliance with a state or federal law.
 - The land use update that affects an entire zoning district or multiple zoning districts.
 - The land use update is a non-substantive, clerical text amendment to an existing land use ordinance.
 - The land use update recodifies the City’s existing land use ordinances.
 - The land use update designates or defines an affected area for purposes of a boundary adjustment or annexation.
- While ministerial updates are subject to existing noticing requirements, land use updates not deemed to be ministerial must comply with additional noticing measures.
- The additional notice must be mailed to property owners in the area directly affected by the proposed change and include:
 - A summary of the effect of the proposed change, or
 - A direct link to the City webpage where a summary of the effect of the proposed change can be found.

FINDINGS AND RECOMMENDATION

Strategic Priorities Conformance:

The application is in conformance with the following directives from the Strategic Direction:

- BRE-1. Develops effective, well-balanced, and consistently applied ordinances and policies
- BRE-2. Implements ordinances and policies that encourage quality community growth and development

Findings:

- The proposed modifications will help South Jordan’s zoning code more closely align with Utah legislative requirements
- The proposed modifications are not major changes from existing policy and procedure, but does provide additional clarity to the subdivision and zoning code.

Conclusions:

- The application is in conformance with the City’s Strategic Priorities.

Planning Staff Recommendation:

Staff recommends approval of the ordinance based on the report analysis, findings, and conclusions listed above.

CITY COUNCIL ACTION

Required Action:

Final Decision

Scope of Decision:

This is a legislative item and should consider prior adopted policies.

Standard of Approval:

Utah Code [§ 10-9a-102](#) grants the City Council a general land use authority to enact regulations that it considers necessary or appropriate for the use and development of land in the City. (See Utah Code [§ 10-9a-501](#) et seq.)

Motion Ready:

I move that the City Council approve:

1. Ordinance 2025-17 Text Amendment to City Code (§16.04.160 Lots and Parcels, §16.14 Subdivision Amendment, §17.04.060 Public Notices, and §17.08 Definitions Generally)

Alternatives:

1. Recommend approval with modifications
2. Recommend denial of the ordinance
3. Schedule the item for a decision at some future date.

SUPPORTING MATERIALS

1. Ordinance 2025-16
 - a. Exhibit A, Lots and Parcels
 - b. Exhibit B, Subdivision Amendment
 - c. Exhibit C, Public Notices
 - d. Exhibit D, Definitions Generally

ORDINANCE NO. 2025 - 17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING CHAPTERS 16.04.160 (LOTS AND PARCELS), 16.14 (SUBDIVISION AMENDMENT), 17.04.060 (PUBLIC NOTICES), 17.08 (DEFINITIONS GENERALLY) OF THE SOUTH JORDAN CITY MUNICIPAL CODE TO COMPLY WITH CHANGES IN STATE LEGISLATION.

WHEREAS, Utah Code Section 10-9a-102 grants the City of South Jordan (the “City”) authority to enact ordinances that the South Jordan City Council (the “City Council”) considers necessary or appropriate for the use and development of land within the City; and

WHEREAS, the updated zoning code will enable the City to comply with changes in State of Utah legislation; and

WHEREAS, the South Jordan Planning Commission held a public hearing, reviewed the proposed text amendments set forth in the attached **Exhibit A, Exhibit B, Exhibit C, and Exhibit D**, and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing and reviewed the proposed text amendments; and

WHEREAS, the City Council finds that the proposed text amendments, set forth in **Exhibit A, Exhibit B, Exhibit C, and Exhibit D**, will enhance the public health, safety and welfare in the City.

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

SECTION 1. Amendment. Section 16.04.160 of the South Jordan City Municipal Code, as set forth in the attached **Exhibit A**, is hereby amended.

SECTION 2. Amendment. Section 16.14 of the South Jordan City Municipal Code, as set forth in the attached **Exhibit B**, is hereby amended.

SECTION 3. Amendment. Section 17.04.060 of the South Jordan City Municipal Code, as set forth in the attached **Exhibit C**, is hereby amended.

SECTION 4. Amendment. Section 17.08 of the South Jordan City Municipal Code, as set forth in the attached **Exhibit D**, is hereby amended.

SECTION 6. 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 7. 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 _____, 2025 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

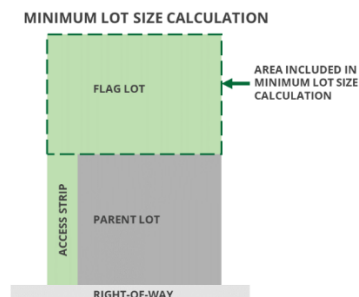
Approved as to form:

Gregory Simonsen
Gregory Simonsen: OCT 8, 2025 (09:51:36 MDT)
Office of the City Attorney

16.04.160: LOTS AND PARCELS

The following requirements pertaining to subdivisions, condominiums or other developments shall be incorporated into project design and implemented by the developer:

- A. Size And Shape: Each lot or parcel shall be of adequate shape and size to accommodate area, yard, frontage, width, parking, access, landscaping, building and all other requirements of the zone in which the lot or parcel is proposed and to accommodate reasonable use of the property.
- B. Lot Constraints: Existing topography, easements, vegetation, waterways and other natural or historic features of the property shall be accommodated in the design of lots or parcels.
- C. Lot Remnants: Every portion of a parcel being subdivided or recorded as a condominium shall be included in a lot or lots in the proposed subdivision plat or as common, limited common or private ownership in a condominium except for public rights-of-way, parks or other areas dedicated for public use. Non-buildable parcels shall be so identified with clarifying information to indicate their purpose.
- D. Flag Lots: Flag lots may be utilized to facilitate development of otherwise inaccessible lots as set forth in this section.
 1. Qualifying Criteria. Flag lots may only be considered for lots or parcels that meet all of the following qualifying criteria:
 - a. There is no feasible or practical way to subdivide the lot or parcel or gain direct access to a public street or future street system as determined by the City Engineer.
 - b. The proposed subdivision will create a maximum of two (2) new residential building lots from the original lot or parcel; or the proposed subdivision will create a maximum of two (2) additional building lots, one created from the original parcel and another created from an adjacent parcel that also meets all requirements for flag lots.
 - c. The original lot or parcel has a cumulative minimum of 125 feet of contiguous street frontage.
 2. Design Standards. A flag lot shall comply with the following design standards:
 - a. Lots:
 - (1) All proposed lots meet the minimum required setbacks of the underlying zone including density. Density is calculated on the area included in the original subdivision plat.
 - (2) Flag lots shall have a lot size that is 125% the minimum size permitted in the underlying zoning district. Square footage within access strips shall not be included in the minimum lot size calculations.



- (3) Setbacks are as set forth in the governing zoning district, but in no circumstance may be less than fifteen feet (15').
- (4) The front setback for the flag lot shall be determined by which portion of the lot is most parallel to the street where the flag lot is accessed and shall exclude the access strip in location of the minimum setbacks.
- b. Structures:
 - (1) Structures on flag lots shall be a maximum of 25' in height.
 - (2) Structures, including accessory buildings, are prohibited within the access strip of a flag lot.
- c. Access Strip:
 - (1) Access strips shall be a minimum of twenty feet (20') of paved access width. Greater access width may be required by the fire marshal based on the access with requirements of the International Fire Code.
 - (2) The access strip portion of a flag lot shall be platted as a contiguous portion of the flag lot.
 - (3) All proposed driveways and access points shall comply with applicable International Fire Code standards.
 - (4) The driveway access strip shall be paved with asphalt or concrete to a minimum width of twenty feet (20'). Design of the driveway shall provide a manner for controlling drainage water acceptable to the city engineer. The load bearing capacity of the driveway may be required to be designed to support the weight of fire and emergency vehicles as required by the Fire Marshal and City Engineer.
 - (5) The maximum grade of the access strip shall not exceed ten percent (10%).
 - (6) For lots where the access strip is over one hundred fifty feet (150') in length, sufficient turnaround space for emergency vehicles shall be provided and an easement for access by emergency vehicles will be required. The fire marshal shall review and approve the design and location. The access strip or driveway shall be maintained by the property owner or possessor of the premise. It must be in good condition, with adequate snow removal, free of obstructions, and must provide free and uninhibited access by emergency vehicles at all times.
 - (7) Driveways shall be located a minimum of fifteen feet (15') from existing residential structures on neighboring lots, excluding those located on parent lots.
 - (8) Flag lots must post address numbers at the entrance to the flag lot driveway that are clearly visible from the right-of-way and meet the requirements of the International Fire Code.
 - (9) To reduce the number of driveways, a single access strip may be used when shared by two adjacent flag lots or by a flag lot and the lot between the flag lot and the street. In such circumstances shared access easements shall be included on the plat.
 - (10) Fire hydrants shall be provided to serve the flag lot as required by the International Fire Code. Any fire hydrants located in the public right of way shall be dedicated to the water provider for access to and maintenance of the hydrant. Flag Lots: Flag lots may be utilized to facilitate development of otherwise inaccessible lots as set forth in this section.

3. Procedure. Flag lots will be processed as a subdivision amendment as set forth in Section 16.14 of this Code.
4. Submittal Requirements. In addition to the submittal requirements set forth in Section 16.14 of this Code, applications with flag lots shall submit the following:
 - a. Written acknowledgement from the applicant indicating that irrespective of any City approval, there may be covenants, conditions, and restrictions on the parcel that the City does not review and cannot enforce that may preclude flag lot development;
 - b. A written description from the applicant stating the reason the flag lot is needed, why the flag lot may not be developed along a street or future street, and what potential impacts for neighboring properties may be and what actions have been taken to limit those impacts, and;
 - c. A concept plan showing the required setbacks and the building envelope.
5. Approval. Flag lots that meet all applicable criteria shall be administratively approved by the Planning Director if in compliance with all applicable regulations.
6. Notice. Following of the submittal of a complete flag lot application, the City shall send an informational notice to adjacent property owners informing them of the subdivision application.
- E. Double Frontage Lots: These parcels may only be allowed where lots back onto collector or arterial streets. However, the planning commission may, on a case by case basis, approve double frontage lots elsewhere due to property constraints, traffic considerations or other special circumstances. Double frontage lots shall have the following restrictions:
 1. A minimum six foot (6') decorative masonry or decorative precast concrete wall shall be required along the rear lot lines of the double frontage lots that are part of a new subdivision. However, if the double frontage lot that is created is part of an existing lot or subdivision and the owner(s) of a lot do not consent to the wall being installed on the existing lot line, the wall shall not be required.
 2. Double frontage lots may not be accessed from the street which is established along the rear of said lots, unless otherwise approved by the city engineer.
- F. City And Zoning Boundaries: Individual lots or parcels shall not be created which would be divided by a City boundary. Individual lots or parcels that cross a zone boundary shall be avoided.
- G. Side Property Lines: Said lot lines in a subdivision shall be approximately radial or perpendicular to the street right-of-way line. Side property lines shall be straight lines except where physical constraints of the property require otherwise or in order to facilitate more efficient use and function.
- H. Rear Lot Lines: Said lot lines shall be parallel or approximately parallel to the front lot line except where physical constraints of the property require otherwise or in order to facilitate more efficient use and function.
- I. Property Line Adjustments: Consenting owners of adjoining properties that comply with this subsection may apply for a property line adjustment. The adjoining properties may be any combination of lots in recorded subdivisions and/or parcels described by metes and bounds, regardless of subdivision boundaries.
 1. Property line adjustments are subject to review by the Land Use Authority, except that ~~parcel~~ boundary **line** adjustments to resolve disputed property lines between adjoining properties, while subject to Utah Code, are exempt from review. The City Engineer is the designated Land Use Authority for property line adjustments. **Applications that do not meet all eligibility criteria are required to follow the subdivision amendment procedure as described in Section 16.14 of this Code.**

2. Eligibility criteria. A property line adjustment shall not:

- a. Affect a public right-of-way, municipal utility easement, or other public property.**
- b. Affect an existing easement, onsite wastewater system, or an internal lot restriction.**
- c. Result in a lot or parcel out of conformity with land use regulations.**
- d. Include more than three (3) properties.**
- e. Result in a new parcel or remnant land of any kind.**

2. 3. Applications shall **include conveyance document with the following:**

- a. **The name, signature, and address of** ~~Be filed jointly by~~ the owners of all subject properties.
- b. ~~include the~~ **The** legal description of each original property.
- c. ~~include the~~ **The** adjusted legal description of each property as proposed. ~~Legal descriptions shall be prepared by a certified surveyor or engineer.~~
- d. ~~include no more than three (3) properties.~~ **Sufficient language to convey title from one party to another party, in conformity with the proposed property line adjustment.**
- e. **A graphic of the proposed property line adjustment including the former property lines, the proposed property lines, the shape and dimensions of the each adjusted lot or parcel, and any other existing or proposed improvements that impact or ar subject to land use regulations.**
- f. **A citation to the Utah Code 10-9a-605 noting where the exemption to the plat requirement is authorized.**

3. 4. The City Engineer shall hold a public meeting following proper notice to all owners of property adjacent to the subject properties and according to Utah Code and other applicable sections of this Code.

4. 5. The City Engineer shall approve and provide a **written** notice of approval to the applicant(s) ~~for of a property line adjustment~~ applications that comply with **this Code.** **The notice shall include a statement that the land use authority is not responsible for any error related to the property line adjustment and state that the county recorder may record the property line adjustment.** ~~the following requirements: The property line adjustment will not result in a new parcel or remnant land of any kind. The properties as proposed will comply with this Code.~~

5. 6. The property owners that are a party to the application shall record with the Salt Lake County Recorder's Office within thirty (30) days of the issuance of the notice of approval and a valid **conveyance** document ~~of conveyance~~ that results in the property boundaries described by the legal descriptions submitted with the property line adjustment application.

CHAPTER 16.14 SUBDIVISION AMENDMENT

16.14.010: PURPOSE

This chapter provides instructions and requirements for vacating, amending or altering subdivision plats or for vacating public streets in the city. All provisions of this chapter, other city ordinances and Utah Code Annotated section 10-9a-608 shall be met prior to construction activities and prior to recording of any vacated or amended subdivision plat. A subdivision plat amendment is not required for lot line or boundary adjustments as described in Utah Code Annotated.

16.14.020: REVIEW REQUIRED

Any fee owner of land within a platted subdivision, as shown on the last county assessment rolls, may petition the city in writing to amend, alter or vacate any portion of said subdivision. The city may also consider any subdivision amendment, vacation or alteration with or without petition. All proposed vacations, alterations or amendments of subdivision plats must meet the review requirements outlined in this chapter and the requirements of the individual zone in which the subdivision is proposed. All provisions of this title, title 17 of this code, and other city requirements shall be met in preparing applications and in designing and constructing the development for which the amended, vacated or altered subdivision plat is intended to facilitate. When required, building permits may not be obtained nor shall any site work be performed prior to approval of the proposed amendment, vacation or alteration.

16.14.030: APPLICATION

An application for amendment, alteration or vacation of any subdivision plat shall include the following:

- A. The names and addresses of all owners of record of the land contained in the entire plat.
- B. The names and addresses of all owners of record of land adjacent to any street that is proposed to be vacated or any plat that is proposed to be vacated, altered or amended.
- C. The signature of each owner of record as set forth in subsections A and B of this section who consents to the petition.

~~For any petition which lacks the consent of all owners of record of land contained in the entire plat and all owners of record of land adjacent to any street proposed to be vacated, altered or amended, two (2) sets of address labels and postage to all such owners of record and a list of such owners from the Salt Lake County recorder's office.~~

16.14.040: PUBLIC NOTICE AND HEARING

The following requirements regarding public notices and hearings shall be followed:

- A. **The Planning Commission shall be the Land Use Authority for subdivision amendments.**
- B. **An applicant for a subdivision amendment may submit a petition for a submitted application to be heard at a public hearing. Upon receipt of the petition, the Planning Commission shall hold a public hearing within forty-five (45) days of receipt of the petition.**
- C. **The Planning Department shall provide a written or emailed notice to the following:**
 - a. **Each affected entity within the portion of the subdivision that is proposed to be vacated or amended.**
 - b. **All owners of record in the subdivision.**
- D. **The notice shall include:**
 - a. **The date, time, and location of the public hearing where the Planning Commission will consider the subdivision amendment application.**
 - b. **A deadline for written objections that is a minimum of ten (10) calendar days after the notice is sent, but no later than one (1) calendar day prior to the public hearing.**
 - c. **The notice shall be** in accordance with sections 10-9a-207 and 10-9a-208 and any other applicable sections of the Utah Code Annotated, as from time to time may be amended.

- E. All costs of notice shall be paid by the applicant.

16.14.050: PREPROJECT SUBMISSION PLANNING

Individuals or representatives from companies wishing to develop subdivisions within the city of South Jordan are encouraged to work with city staff to plan their project to ensure it will be designed to work efficiently within the surrounding area and to meet the goals and intent of the city's general plan.

16.14.060: SUBDIVISION AMENDMENT APPLICATION

Amendments to platted subdivisions shall be done in accordance with sections 10-9a-207, 10-9a-208, 10-9a-608, 10-9a-609.5 and any other applicable sections of the Utah Code Annotated, as from time to time may be amended. An application for a plat amendment shall be made by electronic submittal to the Planning Department. Only complete plat amendment applications, as determined by the Planning Director, will be reviewed by the City staff. The Planning Commission will review the application in a public hearing, which will not be scheduled without first satisfying all submittal requirements. Any requirements of this section considered by the Planning Director or the City Engineer to be non- applicable to a specific project may be waived or altered in writing by the City, except as required by State law. The proposed plat vacation, alteration, or amendment application shall consist of the following information or other information as required by the Planning Department or City Engineer:

- A. Owner's affidavit.
- B. Payment of the application fee set by the City.
- C. An electronic copy of the amended subdivision plat and the certified engineering drawings drawn to an acceptable scale, showing the following, and other information as requested by the City:
 1. Subdivision name prominently printed at the top of the plat.
 2. Names, addresses and phone numbers of the applicant, engineer and surveyor.
 3. Vicinity map showing the general location of the subdivision.
 4. Date, scale and north arrow.
 5. An accurate and complete survey acceptable to the City Engineer including certification from the surveyor that he or she:
 - a. Holds a license in accordance with Utah Code Annotated title 58, chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act;
 - b. Has completed a survey of the property described on the plat and has verified all measurements; and
 - c. Has placed monuments as represented on the plat.
 6. An accurately drawn subdivision boundary showing proper bearings and dimensions properly tied to public survey monuments and drawn slightly bolder than lot and street lines.
 7. All survey and mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, the central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall show the calculated Salt Lake County coordinates and State plane coordinates. Lot and boundary closure shall be calculated to the nearest one-hundredth (0.01) of a foot.
 8. All lots, blocks and parcels offered for dedication for any purpose delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. Parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.
 9. The right-of-way lines of each street and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dotted lines. If any

- street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.
10. All lots and blocks numbered consecutively under a definite system approved by the Planning Commission. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.
 11. All streets within the subdivision numbered (named streets shall also be numbered) in accordance with, and in conformity with, the adopted street numbering system adopted by the City. Salt Lake County shall approve all proposed street names and the developer shall submit evidence of such approval. Each lot shall show the street addresses assigned thereto, and shall be according to the City's approved standard addressing methods. In the case of corner lots, an address may be assigned for each part of the lot having street frontage.
 12. The side lines of all easements shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.
 13. All fully and clearly shown stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the developer under the direction of the City Engineer. The amended plat shall include:
 - a. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; and
 - b. All right-of-way monuments at angle points and intersections as approved by the City Engineer.
 14. The name of the surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgments and descriptions shall appear on the title sheet of the amended plat, and such certificates may be combined where appropriate:
 - a. Registered land surveyor's "certificate of survey".
 - b. Owner's dedication certificate.
 - c. Notary public's acknowledgment for each signature on the plat.
 - d. A correct metes and bounds description of all property included within the subdivision.
 - e. Blocks for signature of the Planning Department, South Valley Sewer District, City Engineer, City Attorney, and the Mayor (a signature line for the Mayor and an attestation by the City Recorder). A block for the Salt Lake County Recorder in the lower right corner of the amended plat.
 - f. Signature lines for telephone, gas, electricity and cable companies.
 - g. Such other affidavits, certificates, acknowledgments, endorsements and notarial seals as are required by law, by this title or by the City Attorney.
 - h. Prior to recordation of the plat, the developer shall submit a current title report to be reviewed by the City Attorney. A current title report is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the amended plat.
 - i. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the amended plat shall be in the form prescribed by the City's subdivision standards and specifications.
 - j. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the developer shall submit, with the amended plat, the name, proposed articles of incorporation and bylaws of the owner,

or organization empowered to own, maintain and pay taxes on such lands and common areas.

- k. Other information such as the location of jurisdictional boundary lines (Federal Emergency Management Agency, U.S. Army Corps of Engineers, Salt Lake County Flood Control, etc.), streetlights, fire hydrants, adjoining lot lines or property owners, fencing notes or any other special notes or requirements as deemed necessary by the Planning Director, the City Engineer or the City Attorney.
15. The applicant shall note on the amended plat for the subdivision those public right-of-way areas, including public park strips, for which the adjoining owners shall have responsibility for landscape improvements and maintenance.

16.14.070: CITY ENGINEER REVIEW

The City Engineer shall review the amended plat and construction plans and determine compliance with the engineering and surveying standards and criteria set forth in this title and all other applicable ordinances of the City and the State. The City Engineer shall sign the amended plat if the City Engineer finds that the amended subdivision and the construction plans fully comply with the improvement standards required by this title, that the survey description is correct, and that all easements are correctly described and located. If the amended plat complies, the City Engineer shall prepare an estimate of the construction costs for all proposed public improvements and sign the plat in the appropriate signature block and forward the plat to the Planning Commission. If the amended plat or the construction plans do not comply the City Engineer shall return the plat to the applicant with comment.

16.14.090: CITY ATTORNEY REVIEW

The applicant shall submit, with the amended plat, a current title report to be reviewed by the City Attorney. A current title report is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the plat. The applicant shall submit the improvement guarantee and any other documents and information required by the City Attorney.

16.14.110: AMENDED SUBDIVISION PLAT EXPIRATION

If the amended subdivision plat is not recorded within one year from the date of approval, the approval shall expire and the amended plat shall be null and void.

16.14.120: APPEAL OF AN AMENDED SUBDIVISION PLAT EXPIRATION

Applicants may appeal for one extension of time for an amended preliminary or final plat approval prior to the expiration of the approval. The City Engineer may grant one extension for up to one year from the date of expiration upon the applicant's showing of good cause (a reason rationally related to the development) and in the best interest of the City. Amended subdivision plats are required to conform to current standards, ordinances and policies. An applicant may appeal the decision of the City Engineer to the Planning Commission in writing, within fourteen (14) days if denied.

16.14.130: RECORDING OF AMENDED PLAT

The City Recorder or designee shall record the amended subdivision plat at the Office of the Salt Lake County Recorder. The amended plat may not be recorded until all of the following items have been completed:

- A. The plat has been approved by the City and all requirements of State law, City staff and the Land Use Authority have been met.
- B. The Mayor's signature and City Recorder's attestation have been applied to the Mylar plat drawing.

- C. The improvement guarantee determined by the City Engineer and approved by the City Attorney, or designee, has been properly posted with the City.
- D. All engineering fees have been paid including storm drain, streetlight and review fees.
- E. All necessary deeds and agreements have been executed and submitted to the City.
- F. Required water shares have been submitted to the City.
- G. All other conditions of approval required for plat recordation have been met.

17.04.060: PUBLIC NOTICES

The following regulations shall apply in providing public notices:

- A. Required Notice: The City Council, the Planning Commission, or an Appeal and Variance Hearing Officer shall schedule and hold any statutorily required public hearing or public meeting according to the provisions of this title and State law. The City shall provide notice of the date, place, and time of public hearings or public meetings at least ten (10) days before the date of the public hearing or public meeting, or such lesser or greater time as provided by State Statute or City ordinance, by: 1) posting notice of the hearing or meeting on the City's website and to the Utah State government notice website; and 2) by giving mailed written notice of the hearing to each affected entity. The City shall provide a copy of each staff report pertaining to a land use applicant to that applicant at least three (3) business days prior to the public hearing or public meeting. If notice given under authority of this subsection is not challenged in accordance with applicable appeal procedures within thirty (30) days from the date of the public hearing or public meeting for which the notice was given, the notice is considered adequate and proper. The notice required by this subsection may be referred to in this title as "required notice". Each applicant shall pay the costs of required notice for his or her application.
- B. Requirements For Notification:
 - a. Except in the case of development ordinance text amendments, the City shall notice all property owners of record of the subject property and properties within three hundred feet (300') of the boundary of the subject property as evidenced by the current records of the Salt Lake County Recorder's Office.
 - b. **If a proposed land use ordinance modification does not meet the requirements of a ministerial modification under Utah Code 10-9a-205 as amended, the City shall also provide a written notice to the area directly affected by the land use ordinance change. This notice shall include a summary of the effect of the proposed modification or a direct link to the City website where a summary of the effect of the proposed modification can be found.**
 - c. The City shall ensure that the list of property owners and the address labels are accurate and complete. Subject to the limitations set forth herein, the City shall provide notice using the address labels and postage paid for by the applicant.
- C. Posting On Site: Applicants applying for future land use map amendments and rezoning of property shall, in addition to the above requirements, post notification of the proposed land use change and/or rezoning on the site as directed by the City of South Jordan.

17.08. DEFINITIONS GENERALLY

PROPERTY LINE ADJUSTMENT: The relocation of a property boundary between two (2) adjoining properties that does not create a new parcel or remnant land of any kind. ~~Lot line adjustments and parcel~~ **Simple** boundary **line** adjustments, as defined by Utah Code section 10-9a-103, shall be considered property line adjustments.

RECEIVED

November 12, 2025

NOV 12 2025

South Jordan City
South Jordan Redevelopment Agency
1600 W. Towne Center Dr.
South Jordan, UT 84095

CITY OF SOUTH JORDAN
CITY RECORDER'S OFFICE

Re: Letter of Intent to Create the Downtown Daybreak Public Infrastructure District
No. 1 to Facilitate Construction of the Proposed "Downtown Daybreak"
Development

Dear Mayor Ramsey and Mr. Dustin Lewis:

In accordance with Utah Code 17D, the Public Infrastructure District Act, and South Jordan Policy 500-01, LHMRE, LLC, on behalf of its land-owning affiliates within the subject area (the "Applicant"), submits the following letter of intent ("LOI") to South Jordan (the "City") for consideration of creation of one (1) Public Infrastructure District ("PID") to facilitate the construction of the ongoing "Downtown Daybreak" development.

The purpose of this LOI is to summarize project details, the need for each PID, the proposed uses of funds, and the anticipated revenue sources. We look forward to this LOI receiving a positive recommendation as we move forward with the creation of governing documents.

PID Request

The Applicant's request is for a positive recommendation to create governing documents for the formation of Downtown Daybreak PID No. 1 for the land described and depicted in the PID petition enclosed with this LOI. This PID will have sufficient bonding capacity to fund infrastructure needs from revenues associated with the tax increment revenues being generated through the approved and existing South Station HTRZ and additional revenues. The PID will not have the power to independently levy a District mill levy on taxable properties in the District. The following paragraphs summarize the proposed use and need for the PID to finance certain improvements for the enhancement of this portion of South Jordan.

Letter of Intent to Form a Public Infrastructure District

In support of this request, Applicant submits the following information which corresponds to South Jordan's PID Policy:

1. Description of the District

The "Downtown Daybreak" development is located within the Daybreak Development of South Jordan, Utah. The planned development comprises roughly 300 total acres and is proposed for roughly 2,800,000 square feet of commercial space, 289 hotel keys, 4,724 residential units, and regional entertainment venues within a high-quality, mixed-use entertainment district. This development program is consistent with the approved South Station

Housing & Transit Reinvestment Zone and the Daybreak Master Development Agreement.

2. Summary of Public Infrastructure and Publicly Dedicated Amenities

- a. *Currently Expected Development Scenario.* The developer proposes constructing the project described in Subsection 1 above.
- b. *Required Local and Regional Improvements for such Development.* The developer team will provide local and regional improvements that are contemplated by the Master Development Agreement for the Kennecott Master Subdivision #1 Project, as has been amended and supplemented. The financing tools available to the PID will allow for additional improvements that are beyond what is required under existing standards. These improvements will include:

Parking facilities, traffic control, lighting, public trail systems, public gathering and entertainment venues, and infrastructure systems.

The majority of the public infrastructure improvements are intended to be owned by South Jordan and approved public entities. Some public improvements may be owned by the intended Public Infrastructure District, such as parking facilities. It is intended that maintenance of the public improvements will be undertaken by these same entities, or entities contracted by such entities.

- c. *Proposed District-Provided Local and Regional Improvements.* This PID will cause to be installed all infrastructure necessary to complete the construction of improvements intended to be paid for by funds generated and administered by the PID.
- d. *Estimated Construction Costs for the Proposed District Improvements.* The development team anticipates the total cost of proposed improvements to be financed by the PID to be between \$80,000,000 and \$120,000,000. Greater detail of the proposed costs and the use of net proceeds from the bonds will be outlined in the governing documents, drafts of which will be provided to the City in the near future in connection with submitting petitions for the PID.
- e. *Plan of Ownership and/or Maintenance of the Improvements.* Certain improvements will be dedicated to public entities, including the City, for their operation and use. Others will be dedicated to districts already providing services to the project. Some improvements will be owned by one or more of the PID, to the extent allowed by existing law. Entities which accept a dedication of improvements will be responsible for the maintenance of the same.
- f. *General Description of Phasing of Construction Based on Development Projections.* The development team intends to build all of the improvements to be funded with the amounts administered by the PID within a 15-year period.

- g. Proposal of Net Proceeds from the Issuance of Debt and Debt Term..* The developer anticipates the PID will issue bonds that will result in up to \$75 million in net proceeds. It is projected that the tax-exempt bonds will have a length of 30 years and will be financed largely by monetizing revenues associated with tax increment associated with the already approved HTRZ and potential other revenue sources such as public improvement fees and parking revenues.

3. Proposed Timeline for District Creation

It is intended that the PID will be created by December 31, 2025.

4. Disclosure of Intent to Overlap Districts

The proposed PID boundary will not overlap with any existing public infrastructure districts.

5. Summary and Description of Unique Enhancements

The PID will be used to finance improvements that will create unique, mixed use enhancement of the type proposed in the HTRZ approval obtained by the City from the Governor's Office of Economic Opportunity. Existing enhancements include a professional baseball stadium with a capacity in excess of 8,000 people, an outdoor concert venue and related gathering spaces, a Salt Lake County Arts Center, and TRAX connections. The financing of structured parking facilities to support urban scale development is a significant use intended for the PID.

6. Acknowledgement of Petition

A signed petition from existing property owners, all affiliates of Applicant, are included with the petitions for the PID.

7. Disclosure of Conflicts

There are no conflicts of interest. Specifically, neither the development team nor the Applicant has any conflicts of interest with officers and employees of South Jordan.

8. Signed Engagement Letters

Signed engagement letters for consultants and legal counsel retained by South Jordan for the review of these materials will be included with this LOI.

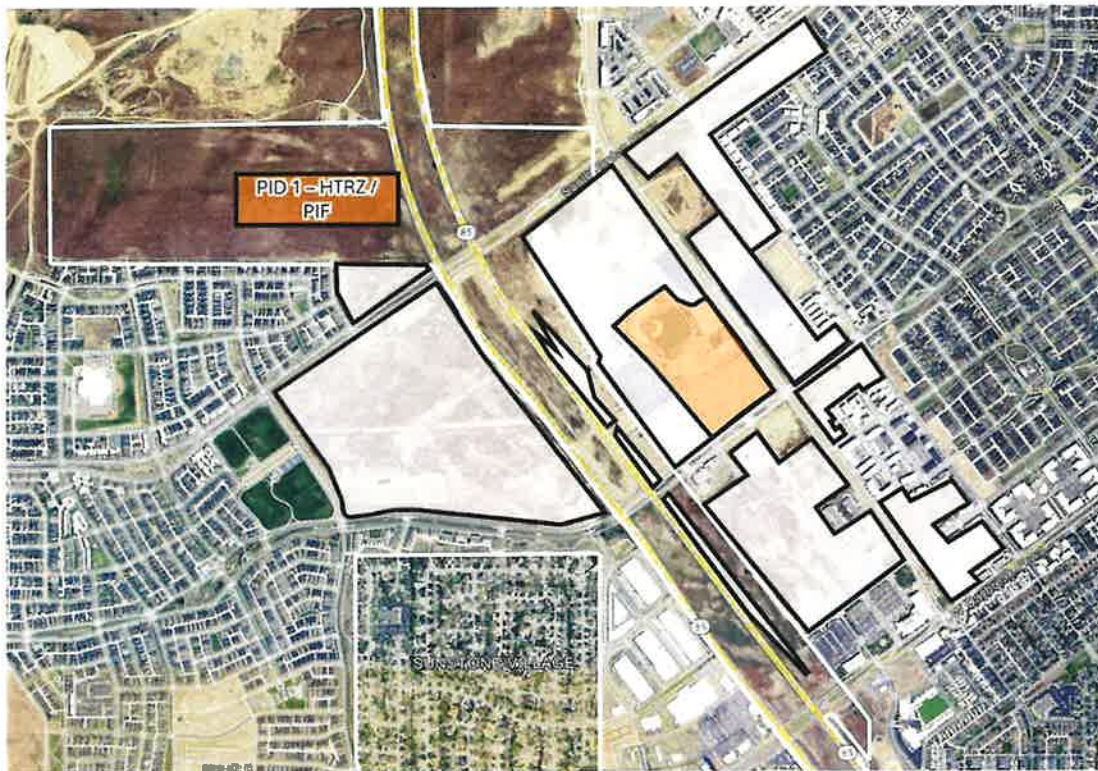
Sincerely,

LHMRE, LLC

By: Brad Holmes
Brad Holmes, President

Enclosures

Enclosure: Proposed Downtown Daybreak PID NO. 1
Annexation Boundary & Initial Area



**PETITION REQUESTING THE CREATION OF
DOWNTOWN DAYBREAK PUBLIC INFRASTRUCTURE DISTRICT NO. 1
IN SOUTH JORDAN, UTAH**

November 12, 2025

City of South Jordan
Anna Crookston, City Recorder
1600 W. Towne Center Drive
South Jordan, UT 84095

The undersigned (collectively, the "Petitioners") hereby requests that the City of South Jordan ("City") approve the creation of a new public infrastructure district to be known as Downtown Daybreak Public Infrastructure District No. 1 (the "District") pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the "Act"). The Petitioners request the District in order to assist in the financing of public infrastructure to service and benefit the proposed area of the District and the Annexation Area as described herein.

I. Petitioners

VP Daybreak Operations LLC, a Delaware limited liability company
VP Daybreak DEVCO LLC, a Delaware limited liability company
VP Daybreak DEVCO 2, Inc. a Utah corporation
VP Daybreak Investments LLC, a Delaware limited liability company
VP Daybreak Investco 10 LLC, a Utah limited liability company
VP Daybreak Investco 11 LLC, a Utah limited liability company
DTDB 5, LLC, a Utah limited liability company
DTDB 6, LLC, a Utah limited liability company
DTDB 8, LLC, a Utah limited liability company
DTDB 11, LLC, a Utah limited liability company
DTDB 13, LLC, a Utah limited liability company
DTDB 14, LLC, a Utah limited liability company
LHMRE, LLC, a Utah limited liability company
DTDB 10, LLC, a Utah limited liability company
LHM DEV HLT, LLC, a Utah limited liability company
 9350 S. 150 E., Ste. 800
 Sandy, UT 84070

Petitioners are signing this Petition as to that property which is identified in **Exhibit A** hereto, to which they hold title. The sponsor, and contact sponsor, of this Petition is as follows:

VP Daybreak Operations, LLC
 c/o Matthew J. Ence
 Snow Jensen & Reece, PC
 912 W. 1600 S., Ste. B200
 St. George, UT 84770

(435) 628-3688
mence@snowjensen.com.

II. Proposed District Boundaries

The Petitioners request that the initial boundaries for the proposed District (the “District Boundaries”) include the property described in **Exhibit A** hereto. The proposed District Boundaries, including a proposed annexation area, are also depicted on the maps attached as **Exhibit B** hereto. The proposed Annexation Area includes both the initial District Boundaries, plus the property depicted on the attached annexation area map, which will allow the District to annex properties into and withdraw properties from the District in the Annexation Area, with a petition and consent from affected property owners.

III. Requested Service

The Petitioners request that the District be created for the purpose of financing the construction of public infrastructure relating to the project, as permitted under the Act, and as shall be further described in the governing document proposed for the District.

IV. Board of Trustees

The Petitioners propose that the Board of Trustees for the District be initially composed of three (3) members appointed by the City Council who are property owners, their agents, or officers, as follows:

(a) Brad Holmes

Officer or agent of property owners
 9350 S. 150 E., Suite 800
 Sandy, Utah 84070
Brad.holmes@lhm.com

(b) Eric Carlson

Officer or agent of property owners
 9350 S. 150 E., Suite 800
 Sandy, Utah 84070
Eric.carlson@lhm.com

(c) Mike Kunkel

Officer or agent of property owners
 9350 S. 150 E., Suite 800
 Sandy, Utah 84070
Mike.kunkel@lhm.com

V. Petitioner Representations

The Petitioners hereby represents and warrants that:

- (a) Those signing on behalf of entity owners are authorized to do so;
- (b) The Petitioners are the owners of 100% of the surface real property included within the proposed District Boundaries;
- (c) This Petition is signed by 100% of the surface property owners of real property within the District Boundaries;
- (d) There are no registered voters residing within the any of the proposed District Boundaries; and
- (e) The proposed Trustees listed above are registered voters at their primary residence and are either a property owner or the agent or officer of a property owner.

VI. Petitioner Consent

The Petitioners hereby consents to:

- (a) The creation of a public infrastructure district having the District Boundaries described herein;
- (b) The annexation of any portion of the Annexation Area (if any) into the District upon petition by the owner of such portion and any registered voters residing thereon;
- (c) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17D-4-202(3)(a) of the Act;
- (d) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act, pursuant to Section 17D-4-201(2)(b) of the Act;
- (e) The recording of a notice as required under Section 17B-1-215(2)(a) and 17D-1-209(1)(a) of the Act, which will apply to all real property within the District Boundaries; and
- (f) The issuance by the District of bonds repayable through property taxes, assessments, or other means available by law.

VII. Electronic Means; Counterparts

This Petition may be circulated by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same document.

IN WITNESS WHEREOF, the Petitioners have executed and consented to this Petition as of the date indicated on the signature pages attached.

(signature pages to follow)

PETITIONERS:

VP Daybreak Operations LLC, a Delaware limited liability company

By: LHMRE, LLC, a Utah limited liability company

Its: Operating Manager

By: _____

Name: Brad Holmes

Title: President

VP Daybreak DEVCO LLC, a Delaware limited liability company

By: LHMRE, LLC, a Utah limited liability company

Its: Operating Manager

By: _____

Name: Brad Holmes

Title: President

VP Daybreak DEVCO 2, Inc. a Utah corporation

By: _____

Name: Brad Holmes

Title: President

VP Daybreak Investments LLC, a Delaware limited liability company

By: LHMRE, LLC, a Utah limited liability company

Its: Operating Manager

By: _____

Name: Brad Holmes

Title: President

VP Daybreak Investco 10 LLC, a Utah limited liability company
 By: MRE Investment Management, L.L.C., a Utah limited liability company
 Its: Operating Manger

By: Miller Family Real Estate, L.L.C., a Utah limited liability company
 Its: Operating Manager

By: _____
 Name: Brad Holmes
 Title: Operating Manager

VP Daybreak Investco 11 LLC, a Utah limited liability company
 By: MRE Investment Management, L.L.C., a Utah limited liability company
 Its: Operating Manger

By: Miller Family Real Estate, L.L.C., a Utah limited liability company
 Its: Operating Manager

By: _____
 Name: Brad Holmes
 Title: Operating Manager

DTDB 5, LLC, a Utah limited liability company

By: LHMRE, LLC, a Utah limited liability company
 Its: Operating Manager

By: _____
 Name: Brad Holmes
 Title: President

DTDB 6, LLC, a Utah limited liability company

By: LHMRE, LLC, a Utah limited liability company
 Its: Operating Manager

By: _____
 Name: Brad Holmes
 Title: President

DTDB 8, LLC, a Utah limited liability company

By: LHMRE, LLC, a Utah limited liability company
 Its: Operating Manager

By: _____
 Name: Brad Holmes
 Title: President

DTDB 11, LLC, a Utah limited liability company

By: LHMRE, LLC, a Utah limited liability company
 Its: Operating Manager

By: _____
 Name: Brad Holmes
 Title: President

DTDB 13, LLC, a Utah limited liability company

By: LHMRE, LLC, a Utah limited liability company
 Its: Operating Manager

By: _____
 Name: Brad Holmes
 Title: President

DTDB 14, LLC, a Utah limited liability company

By: LHMRE, LLC, a Utah limited liability company
 Its: Operating Manager

By: _____
 Name: Brad Holmes
 Title: President

LHMRE, LLC, a Utah limited liability company

By: _____
 Name: Brad Holmes
 Title: President

DTDB 10, LLC, a Utah limited liability company

By: LHMSE, LLC, a Utah limited liability company

Its: Operating Manager

By: _____

Name: Michelle Smith

Title: President

LHM DEV HLT, LLC, a Utah limited liability company

By: LHMRE, LLC, a Utah limited liability company

Its: Operating Manager

By: _____

Name: Brad Holmes

Title: President

EXHIBIT A

Proposed Initial District Boundary Legal Description

(See following pages)

DOWNTOWN DAYBREAK PID 1 LEGAL DESCRIPTION

Being all of Lots C-101 through C-116, P-101, and Private Rights-of-Way of the Daybreak Urban Center Plat 1, according to the official plat thereof, recorded as Entry No. 14214053 in Book 2024P at Page 058 in the Office of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at a point on the Northwesterly Right-of-Way Line of Lake Avenue, said point lies South 89°55'30" East 1110.832 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3534.278 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'54" West 173.652 feet; thence North 29°25'24" West 24.187 feet; thence North 36°32'54" West 278.177 feet to a point on a 279.500 foot radius tangent curve to the left, (radius bears South 53°27'06" West, Chord: North 37°34'18" West 9.983 feet); thence along the arc of said curve 9.983 feet through a central angle of 02°02'48" to a point of compound curvature with a 17.000 foot radius tangent curve to the left, (radius bears South 51°24'18" West, Chord: North 84°32'58" West 24.439 feet); thence along the arc of said curve 27.270 feet through a central angle of 91°54'31"; thence South 49°29'47" West 3.710 feet; thence North 40°30'13" West 41.000 feet to a point on a 17.000 foot radius non tangent curve to the left, (radius bears North 40°30'13" West, Chord: North 02°34'37" East 24.833 feet); thence along the arc of said curve 27.843 feet through a central angle of 93°50'20"; thence North 44°20'33" West 883.270 feet to a point on a 25.000 foot radius non tangent curve to the left, (radius bears South 01°29'56" East, Chord: South 67°04'46" West 18.262 feet); thence along the arc of said curve 18.694 feet through a central angle of 42°50'37"; thence South 45°39'27" West 7.929 feet; thence North 44°20'33" West 33.000 feet; thence North 45°39'27" East 325.084 feet to a point on a 520.500 foot radius tangent curve to the right, (radius bears South 44°20'33" East, Chord: North 49°33'16" East 70.750 feet); thence along the arc of said curve 70.804 feet through a central angle of 07°47'38"; thence North 53°27'06" East 283.878 feet to a point on a 279.500 foot radius tangent curve to the left, (radius bears North 36°32'54" West, Chord: North 51°51'26" East 15.554 feet); thence along the arc of said curve 15.556 feet through a central angle of 03°11'20"; thence North 50°15'46" East 1.783 feet to a point on a 17.000 foot radius tangent curve to the left, (radius bears North 39°44'14" West, Chord: North 03°15'46" East 24.866 feet); thence along the arc of said curve 27.890 feet through a central angle of 94°00'00"; thence North 43°44'14" West 12.213 feet; thence North 46°15'46" East 41.000 feet; thence South 43°44'14" East 50.276 feet; thence North 53°27'06" East 236.825 feet to a point on the Southwesterly Right-of-Way Line of Grandville Avenue; thence along said Grandville Avenue the following (54) courses: 1) South 36°32'54" East 2.480 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East

DOWNTOWN DAYBREAK PID 1 LEGAL DESCRIPTION

4.210 feet); 2) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 3) South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); 4) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 5) South 36°32'54" East 30.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); 6) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 7) South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); 8) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 9) South 36°32'54" East 217.093 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); 10) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 11) South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); 12) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 13) South 36°32'54" East 19.000 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 01°44'24" West 34.699 feet); 14) along the arc of said curve 37.422 feet through a central angle of 76°34'36"; 15) South 36°32'54" East 28.530 feet to a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 23°07'31" East, Chord: South 74°50'13" East 34.699 feet); 16) along the arc of said curve 37.422 feet through a central angle of 76°34'36"; 17) South 36°32'54" East 19.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); 18) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 19) South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); 20) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 21) South 36°32'54" East 204.513 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); 22) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 23) South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); 24) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 25) South 36°32'54" East 14.584 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); 26) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 27) South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); 28) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 29) South 36°32'54" East 193.334 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); 30) along the arc of

DOWNTOWN DAYBREAK PID 1 LEGAL DESCRIPTION

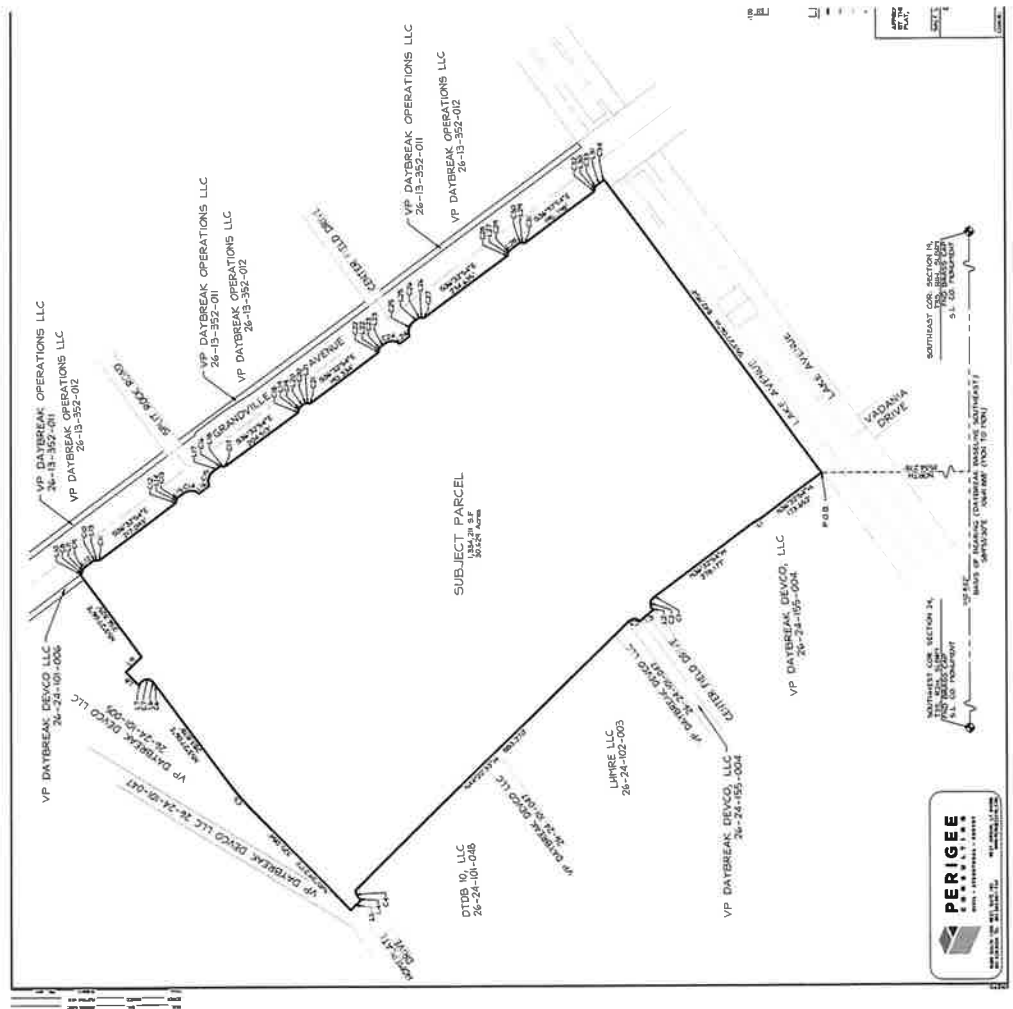
said curve 4.320 feet through a central angle of 45°00'00"; 31) South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); 32) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 33) South 36°32'54" East 15.000 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 01°44'24" West 34.699 feet); 34) along the arc of said curve 37.422 feet through a central angle of 76°34'36"; 35) South 36°32'54" East 28.530 feet to a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 23°07'31" East, Chord: South 74°50'13" East 34.699 feet); 36) along the arc of said curve 37.422 feet through a central angle of 76°34'36"; 37) South 36°32'54" East 15.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); 38) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 39) South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); 40) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 41) South 36°32'54" East 234.635 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); 42) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 43) South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); 44) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 45) South 36°32'54" East 30.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); 46) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 47) South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); 48) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 49) South 36°32'54" East 195.798 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); 50) along the arc of said curve 4.320 feet through a central angle of 45°00'00"; 51) South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); 52) along the arc of said curve 3.534 feet through a central angle of 45°00'00"; 53) South 36°32'54" East 18.999 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 30°53'04" East 5.527 feet); 54) along the arc of said curve 5.536 feet through a central angle of 11°19'42"; thence South 53°27'06" West 842.954 feet to the point of beginning.

Property contains 30.629 acres.

EXHIBIT B

Proposed Initial Boundary Map

(see following pages)



BOUNDARY DESCRIPTION:

Being all of Lots 6, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



EXHIBIT B-1

Proposed Annexation Area Map & Parcels

(see following pages)



DOWNTOWN DAYBREAK PID ANNEXATION AREA -PARCEL ID, ACRES, OWNER

Parcel ID	Acres	Owner
26232010020000	7.43	VP DAYBREAK DEVCO LLC
26232030010000	48.39	VP DAYBREAK DEVCO 2 INC
26232260010000	0.90	VP DAYBREAK INVESTCO 11 LLC
26232760020000	4.89	VP DAYBREAK INVESTCO 10 LLC
26232760030000	43.30	VP DAYBREAK DEVCO 2 INC
26232000150000	0.15	VP DAYBREAK INVESTMENTS LLC
26133370250000	4.18	VP DAYBREAK OPERATIONS, LLC
26133520070000	0.87	VP DAYBREAK OPERATIONS LLC; VP DAYBREAK DEVCO LLC
26133550010000	20.03	VP DAYBREAK DEVCO LLC
26133550030000	0.19	VP DAYBREAK OPERATIONS LLC
26133520120000	46.12	VP DAYBREAK OPERATIONS, LLC
26241380410000	1.00	VP DAYBREAK OPERATIONS, LLC
26133520060000	0.60	VP DAYBREAK OPERATIONS LLC; VP DAYBREAK DEVCO LLC
26133550020000	0.14	VP DAYBREAK OPERATIONS LLC
26144000190000	10.39	LHM DEV HLT LLC
26241010470000	1.92	VP DAYBREAK DEVCO LLC
26241010050000	3.14	VP DAYBREAK DEVCO LLC
26241010080000	3.66	VP DAYBREAK DEVCO LLC
26241031130000	8.20	DTDB 10 LLC
26241031140000	0.77	VP DAYBREAK DEVCO LLC
26241031160000	0.78	VP DAYBREAK DEVCO LLC
26241031070000	2.11	DTDB 6 LLC
26241031100000	0.34	DTDB 5 LLC
26241031020000	2.93	VP DAYBREAK DEVCO LLC
26241031040000	1.51	VP DAYBREAK DEVCO LLC
26241031030000	0.46	VP DAYBREAK DEVCO LLC
26241010340000	0.08	DTDB 11 LLC
26241031120000	2.13	DTDB 8 LLC
26241031110000	1.96	DTDB 11 LLC
26241010060000	0.09	VP DAYBREAK DEVCO LLC
26241010480000	3.30	DTDB 10, LLC
26241031150000	0.83	VP DAYBREAK DEVCO LLC
26241031080000	0.40	DTDB 13 LLC
26241031090000	0.27	DTDB 14 LLC
26241031050000	1.47	VP DAYBREAK DEVCO LLC
26241031060000	0.61	VP DAYBREAK DEVCO LLC
26241031010000	2.07	VP DAYBREAK DEVCO LLC
26241010320000	0.37	VP DAYBREAK DEVCO LLC
26241020030000	3.58	LHMRE LLC
26241550040000	5.75	VP DAYBREAK DEVCO LLC
26243000380000	8.82	VP DAYBREAK OPERATIONS LLC

DOWNTOWN DAYBREAK PID ANNEXATION AREA -PARCEL ID, ACRES, OWNER

26241260100000	0.32	VP DAYBREAK OPERATIONS LLC
26241760070000	2.79	VP DAYBREAK DEVCO LLC
26241260020000	1.75	VP DAYBREAK OPERATIONS LLC
26241260050000	3.67	VP DAYBREAK OPERATIONS LLC
26241780010000	1.70	VP DAYBREAK DEVCO, LLC
26241780090000	22.09	VP DAYBREAK DEVCO LLC
26241780100000		VP DAYBREAK DEVCO LLC
26243260140000	16.95	VP DAYBREAK INVESTMENTS, LLC
26244070010000	0.89	VP DAYBREAK OPERATIONS, LLC
26244070090000	1.18	VP DAYBREAK OPERATIONS LLC
26244070100000	0.71	VP DAYBREAK OPERATIONS LLC
26244070130000	1.16	VP DAYBREAK OPERATIONS LLC
26244070140000	0.70	VP DAYBREAK OPERATIONS LLC
26242580020000	0.81	VP DAYBREAK OPERATIONS, LLC
26242580120000	1.11	VP DAYBREAK OPERATIONS LLC
26242580160000	0.59	VP DAYBREAK OPERATIONS LLC
26242580170000	0.59	VP DAYBREAK OPERATIONS LLC
26242580010000	1.48	VP DAYBREAK OPERATIONS, LLC
26242580030000	0.81	VP DAYBREAK OPERATIONS, LLC
26242580130000	0.95	VP DAYBREAK OPERATIONS LLC
26244070020000	0.69	VP DAYBREAK OPERATIONS, LLC
26244070030000	0.99	VP DAYBREAK OPERATIONS, LLC
26241790060000	0.80	VP DAYBREAK OPERATIONS LLC
26241780040000	0.27	VP DAYBREAK DEVCO LLC

**GOVERNING DOCUMENT
FOR
DOWNTOWN DAYBREAK
PUBLIC INFRASTRUCTURE DISTRICT NO. 1
SOUTH JORDAN CITY, UTAH**

_____, 2025

Prepared by:
Snow Jensen & Reece, PC
St. George, Utah

TABLE OF CONTENTS

[Insert Table of Contents]

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	South Jordan City Vicinity Map
EXHIBIT C	Initial District and Annexation Area Boundary Map

DRAFT

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by the State or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Governing Document.

The City's objective in approving this Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by tax increment revenues, Assessments, and other legal revenue sources (excluding taxes levied and collected by the District, which are not permitted). Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Although the District has authority to directly provide public improvements, the District also has the authority to pledge tax increment revenues to an interlocal entity that provides public improvements.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred by such District, or upon a determination that adequate provision has been made for the payment of all Debt by such District.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax increment, Assessments, or other legal revenue, (excluding

taxes levied and collected by the District, which are not permitted). Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which has been approved by the City for annexation or withdrawal from or into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for potential future annexation into or withdrawal from the District.

Approved Development Plan: means a Preliminary Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time. For purposes of this Governing Document, the South Station HTRZ & Master Development Agreement for the Kennecott Master Subdivision #1 Project, shall together constitute an Approved Development Plan.

Assessment: means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property or (2) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time, and (ii) the C-PACE Act.

Board: means the boards of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to pledge tax increment revenue, and/or collect Assessments or other Fees.

City: means South Jordan City, Utah.

City Code: means the City Code of South Jordan City, Utah.

City Council: means the City Council of South Jordan City, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

District: means the Downtown Daybreak Public Infrastructure District No. 1.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any improved property within the Districts, other than a developer or builder which developed or improved the property solely for resale to an End User. By way of illustration, an owner or tenant of a property for which a certificate of occupancy has been issued, is an End User, but excluding a developer or builder which developed or constructed a property solely for resale.

Fees: means any fee imposed by a District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; and (ii) how the Debt is expected to be incurred.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District's initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District.

Project: means the development or property commonly referred to as Downtown Daybreak.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act. Public Improvements specifically may include water rights acquired by a District for the benefit of the City or other public entity.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Trustee: means a member of the Board of a District.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 0.153 acres, and the area of the Annexation Area includes approximately 309.13 acres, which is inclusive of all property within the Initial District Boundaries. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and a map and parcel list of the Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately 309.13 acres that currently exist as commercially developed and undeveloped land. The current assessed valuation of the District Area at build out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the PID Act, the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. **Operations and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public or private entity, utility, or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code and PID Act. The District shall be authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

2. **Improvements Limitation.** Notwithstanding the foregoing, without written authorization of the City, the District shall not be authorized to finance the costs of any improvements or facilities which are to be ultimately owned by the District.

3. **Construction Standards Limitation.** The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will require developers to obtain the City's approval of civil engineering plans and to obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. **Procurement.** The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by a surveyor or engineer that such District employs or engages, consistent with applicable provisions of the PID Act.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from a District. Such area may only be withdrawn upon such District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such withdrawal.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. The District shall not impose an aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

8. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. There shall be no limit on:

(a) the amount of Debt which may be issued by the District, provided the Maximum Debt Mill Levy is not exceeded on any property within the District;

(b) the District's pledge of its tax increment revenues to the Debt; or

(c) the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A. 1-9 above or in VIII.B-G. shall be deemed to be material modifications to this Governing

Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of resolutions of the City and the District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three (3) Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1, 2, and 3 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of four (4) years; Trustees 1 and 3 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Because there are not anticipated to be any residents within the District, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by either the City Council pursuant to the PID Act or by the Board pursuant to 17D-4-202(1)(b) of the PID Act. Any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

D. Vacancy. Any vacancy on a Board shall be filled pursuant to the PID Act and Special District Act. Pursuant to 17D-4-202(1)(b), the Board may appoint an individual to the Board so long as the individual meets the requirements to serve on a public infrastructure district board as set forth in the PID Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. In addition, the District shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. The District may also pledge any other available revenue to such issuance of Debt, including but not limited any revenue from tax increment agreements. The District shall be permitted to issue Debt on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including tax increment revenue, and Assessments. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Prepayment of Assessments.

All Assessments (other than C-PACE Assessments) imposed by the District on a parcel zoned for residential uses shall be prepaid at or before the time such parcel is conveyed to an End User. In the event a developer or other initial seller of property within the District intends to pass on Assessments to a party that is not a residential End User, the Developer shall obtain, or cause the seller to obtain, a signed acknowledgement of such purchaser stating the amount of Assessments being passed on. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

D. Debt Repayment Sources.

The District may rely upon various revenue sources authorized by law. At the District's discretion, these may include revenue from tax increment arrangements, or from the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. The District may not impose a mill levy upon taxable property in the District.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of Assessment or impact fee. This provision shall not prohibit the division of costs between Assessments or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars (\$75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, each District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget for each District is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from Assessments and other revenues.

H. Bond and Disclosure Counsel.

It is the intent of the City that the District shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The District has agreed to utilize the City's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel with respect to District Bonds.

IX. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the City Manager's Office no later than one hundred eighty (180) days following the end of the District's fiscal year.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the City upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;
5. Rules and regulations of a District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

6. A summary of any litigation which involves District Public Improvements as of the last day of the prior fiscal year;

7. Status of the District's construction of the Public Improvements as of last day of the prior fiscal year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

10. Current year budget including a description of the Public Improvements to be constructed in such year;

11. The District's financial statements, for the previous fiscal year. Such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within thirty (30) days of completion if completed after one hundred eighty (180) days following the end of the fiscal year);

12. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

13. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Summit County, Utah. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, and (c) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

The applicant and the Board shall ensure that the applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this article above.
- (2) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

DRAFT

EXHIBIT A

Legal Description of Initial District Boundary

(see following pages)

DRAFT

EXHIBIT B

South Jordan City Vicinity Map

(see following page)

DRAFT

EXHIBIT C

Initial District Boundary Map

(see following page)

DRAFT

EXHIBIT C-2

Annexation Area Map

(see following page)

DRAFT