



CITY COUNCIL AGENDA

Tuesday, March 24, 2026, 6:00 PM
1020 E Pioneer Rd,
Draper, Utah 84020

6:00 PM STUDY SESSION (ADMINISTRATIVE CONFERENCE ROOM)

Report: South Valley Chamber - Jay Francis

Discussion: Monument/Statue Design - Rhett

CLOSED MEETING, IF NECESSARY - TO BE ANNOUNCED IN MOTION

The Draper City Council may temporarily recess the meeting and convene in a closed meeting as provided by UCA § 52-4-205.

Council / Manger Reports

7:00 PM BUSINESS SESSION (COUNCIL CHAMBERS)

1. Call to Order

2. Pledge of Allegiance

3. Public Comments

To be considerate of everyone attending the meeting, public comments will be restricted to items that are not listed on this or a future agenda and limited to three minutes per person. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.

4. Consent Items

4.a Approve the Meeting Minutes of the February 17, 2026 and March 3, 2026 City Council Meeting Minutes

4.b Approve an Assessment-in-Lieu for Stoneybrook Homes at 997 East 13450 South

5. Items for Council Consideration

5.a Public Hearing: Providing Local Consent for a Single Event Permit for HVPC LLC dba Peak Pickleball Club

Staff report by Travis DeJong.

5.b Public Hearing: Ordinance #1708

An ordinance approving the Kimballs Junction Development Agreement Amendment for approximately 21 acres of property located at approximately 632 E Kimballs Lane within Draper City. Staff report by Jennifer Jastremsky.

5.c Public Hearing: Ordinance #1709, Ordinance #1710 and Ordinance #1711

An Ordinance amending the Official Land Use Map of Draper City, an Ordinance amending the Official Zoning Map of Draper City and an ordinance approving the Fratto Farms Development Agreement for approximately 2.03 acres of property located at 791 E. 12200 S., known as the Fratto Farms Land Use Map Amendment, Zoning Map Amendment and Development Agreement. Staff report by Nick Whittaker.

6. Adjournment

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper City Council** meeting to be held **March 24, 2026**, were posted at Draper City Hall, Draper City website www.draperutah.gov, and the Utah Public Notice website at www.utah.gov/pmn.



Nicole Smedley, CMC, City Recorder
Draper City, State of Utah

In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify Nicole Smedley, City Recorder at (801) 576-6502 or nicole.smedley@draperutah.gov, at least 24 hours prior to the meeting.

MEMO



To: City Council

From:

Date: 2026-03-24

Re: Approve the Meeting Minutes of the February 17, 2026 and March 3, 2026 City Council Meeting Minutes

Comments:

ATTACHMENTS:

[2026-02-17 DRAFT City Council Meeting Minutes.pdf](#)

ATTACHMENTS:

[2026-03-03 DRAFT City Council Meeting Minutes.pdf](#)

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, FEBRUARY 17, 2026, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH

PRESENT: Mayor Troy K. Walker, and Councilmembers Kathryn Dahlin, Bryn Heather Johnson, Tasha Lowery, and Fred Lowry

EXCUSED: Councilmember Mike Green

STAFF: Mike Barker, City Manager; Kellie Challburg, Assistant City Manager; Spencer DuShane, Assistant City Attorney; Rich Ferguson, Chief of Police; Traci Gundersen, City Attorney; Jennifer Jastremsky, Community Development Director; Rhett Ogden, Parks and Recreation Director; Derek Orth, Human Resource Director; Linda Peterson, Communications Director; Nicole Smedley, City Recorder; Clint Smith, Fire Chief; Jake Sorensen, Network Manager; Todd Draper, Planning Manager; and John Vuyk, Finance Director

Study Session

Closed Meeting

None

Report: Jordan Valley Water Conservancy District

John Richardson, Jordan Valley Water Conservancy District (JWCD) Boardmember, introduced JWCD Chief Operating Officer Shazelle Terry. Ms. Terry provided an update on current JWCD projects and policies and answered questions from the Council. She reported that the levels of most reservoirs supplying Salt Lake County were approximately 10% lower than the same time the previous year. Ms. Terry also reported that a Drought Monitoring Committee, consisting of representatives from member agencies, would convene in the coming weeks. She stated that current conditions reflected extreme drought and reported that several years of normal conditions would be required for water levels to return to a comfortable position. Mayor Walker thanked Ms. Terry for the presentation.

Discussion: Short Term Rentals

Community Development Director Jennifer Jastremsky reported that a short-term rental was defined as a rental with occupancy of 30 days or less. She stated that she recommended the City allow apartment complexes to conduct

short-term rentals but not allow subleasing of apartments. The Council discussed the possibility of imposing a three-night minimum stay requirement.

Ms. Jastremsky stated that the short-term rental license application process would collect owner information, urgent response contact information, a floor plan, and parking arrangements. She reported that license restrictions would include maximum occupancy based on square footage, noise standards, and a minimum urgent response time.

The Council discussed adding a provision allowing a license or permit to be revoked through Code Enforcement if a rental property was out of compliance. Ms. Jastremsky reported that enforcement in Draper was complaint-based. Chief Ferguson stated that the Police Department received complaint calls when parties were held in short-term rentals. Councilmember F. Lowry stated that he believed short-term rental restrictions were necessary and thanked Ms. Jastremsky for helping move the item forward.

Discussion: Legislative Update

City Manager Mike Barker reported that, as of that morning, more than 900 bills were under consideration during the Legislative Session. Mayor Walker stated that he met with Senator McKay to discuss property tax bills and reported there was pressure to abolish property taxes. The Mayor also stated that municipal fund balances might be restricted to 25%, compared to the current 35%. He provided an update on several bills that could impact Draper City, including proposed restructuring of UTA.

Discussion: Phebe Brown Trail

The Council did not discuss this item.

Discussion: City Commissions and Committees

The Council discussed the role and scope of the Tree Committee. Councilmember T. Lowery stated that the Tree Committee was capable of addressing more than trees and suggested that the term “landscape” would be more appropriate. She reported that public education should be the committee’s top priority. The name Trees, Landscape, and Beautification Committee was suggested as a better description of the committee’s role.

The Council also discussed the role and scope of the Parks, Trails, and Recreation Committee. Councilmember T. Lowery stated that the group appeared most invested in trails and suggested Trails and Open Space Committee as a new name for the group. The Council and staff discussed updating the adopted responsibilities and priorities of both committees. Councilmember T. Lowery expressed interest in reviewing the responsibilities of all City committees.

Council/Manager Reports

None

Business Session

1. Call to Order by Mayor Troy K. Walker
2. Pledge of Allegiance led by Chief Ferguson
3. Public Comments
None
4. Consent Items
 - 4.a Approve the February 3, 2026 City Council Meeting Minutes
 - 4.b Approve the Resolution #26-10 reappointing Christine Green as an alternate member of the Draper City Planning Commission

Councilmember T. Lowery moved to approve the Consent Agenda. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

5. Items for Council Consideration
 - 5.a Public Hearing: Ordinance #1701 amending the text of Titles 9, 11, and 17 of the Draper City Municipal Code to update references to Utah State Code,

known as the City Initiated Utah State Code Reference Update Text Amendment

Planning Manager Todd Draper said proposed amendments in items 5.a, 5.b, 5.c, and 5.d would update City Code to comply with 2025 amendments to State Code.

Councilmember T. Lowery moved to combine presentation and public hearing of items 5.a - 5.d. Councilmember Dahlin seconded the motion, which passed by unanimous vote (4-0).

Mr. Draper presented proposed Ordinances #1701, #1702, #1703, and #1704, and answered questions from the Council.

Mayor Walker opened a public hearing for Ordinances #1701, #1702, #1703, and #1704, and closed the public hearing seeing no one come forward.

Councilmember F. Lowry moved to approve Ordinances #1701, #1702, #1703, #1704. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

- 5.b Public Hearing: Ordinance #1702 amending the text of Titles 2, 3, 6, 8, 9, and 17 of the Draper City Municipal Code related to variances and land use appeals, known as the City Initiated Variance and Land Use Appeal Update Text Amendment

This item was addressed with item 5.a.

- 5.c Public Hearing: Ordinance #1703 amending the text of Title 9 of the Draper City Municipal Code related to public access amenities, known as the City Initiated Public Access Amenity Zoning Text Amendment

This item was addressed with item 5.a.

5.d Public Hearing: Ordinance #1704 amending the text of Title 9 of the Draper City Municipal Code related to residential parking requirements, known as the City Initiated Residential Parking Requirements Zoning Text Amendment

This item was addressed with item 5.a.

5.e Public Hearing: Ordinance #1705 adjusting the common boundaries between Draper City and Highland City

City Manager Mike Barker said the City passed a resolution expressing intent to adjust the boundary with Highland City more than 60 days ago. He reviewed the coverage area with the Council.

Mayor Walker opened a public hearing, and closed the public hearing seeing no one come forward.

Councilmember Johnson moved to approve Ordinance #1705. Councilmember Dahlin seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

5.f Public Hearing: Resolution #26-11 amending the adopted Budget and Staffing Document of Draper City for Fiscal Year 2025-2026

Finance Director John Vuyk presented proposed amendments to the FY2026 Budget and Staffing Document. In addition to amendments listed in the staff report, he said staff recommended adding \$100,000 from Transportation Impact Fees for a transportation feasibility study concerning The Point. Staff answered questions from the Council regarding Police Department overtime, and Rocky Mountain Power LED streetlights.

Mayor Walker opened a public hearing, and closed the public hearing seeing no one come forward.

Councilmember F. Lowry moved to approve Resolution #26-11, including \$100,000 for a transportation impact fee feasibility study for The Point (item #26-26). Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

6. Adjournment

Councilmember T. Lowery moved to adjourn the meeting. Councilmember Johnson seconded the motion, which passed by unanimous vote (4-0).

The meeting adjourned at 7:36 pm.

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, MARCH 3, 2026, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH

PRESENT: Mayor Troy K. Walker (arrived at 5:52 pm), and Councilmembers Kathryn Dahlin, Bryn Heather Johnson, Tasha Lowery, and Fred Lowry

EXCUSED: Councilmember Mike Green

STAFF: Mike Barker, City Manager; Kellie Challburg, Assistant City Manager; Scott Cooley, City Engineer and Public Works Director; Spencer DuShane, Assistant City Attorney; Traci Gundersen, City Attorney; Jennifer Jastremsky, Community Development Director; Ashley Johnson, Deputy City Recorder; Rhett Ogden, Parks and Recreation Director; Derek Orth, Human Resource Director; Linda Peterson, Communications Director; Nicole Smedley, City Recorder; Clint Smith, Fire Chief; Jake Sorensen, Network Manager; and John Vuyk, Finance Director

Study Session

Mayor Pro Tempore Bryn Heather Johnson called the meeting to order.

Report: Major Roads CIP Update

Public Works Director Scott Cooley reported that the 12150 South signal installations had been completed. Councilmember F. Lowry stated that complaints had been received regarding the timing of the southbound left-turn signal at the intersection, and Mr. Cooley stated that he would review the timing. Mr. Cooley also reported that Zone 4 sidewalk repairs were expected to be completed by the end of June, at which time Zone 5 sidewalk repairs would begin. He also provided updates on the 1700 East storm drain improvement project and the Pump Station 3 upgrade project.

Mr. Cooley reported on planned capital projects for 2026, including pavement maintenance; Pioneer Road resurfacing and storm drain, curb, and gutter improvements from 100 East to 700 East; construction of dual northbound left-turn lanes at the 14600 South and Minuteman intersection; installation of sidewalk, curb, and gutter improvements along 700 West from 11400 South to 12300 South on the west side; an asphalt addition on 13400 South; a sidewalk gap project on Manfield Way; expansion of the City Hall parking lot;

construction of the Suncrest Detention Pond; and replacement of the Suncrest pressure-reducing valve (PRV).

Mr. Cooley also reported on anticipated 2027 projects, including the Lone Peak Parkway widening project; construction of dual left-turn lanes at the 700 East and 11400 South intersection in coordination with Sandy City; and improvements to Fort Street from Pioneer Road to 13200 South.

Mayor Walker arrived at 5:52 pm.

Report: Parks CIP Update

Parks and Recreation Director Rhett Ogden reported on completed projects, and said Jenson Farm Park upgrades were ahead of schedule. He provided an update on: Porter Rockwell Trail bridge expansion; North Canary Hills access easement; Sunrise Station Park Expansion; Bonneville Shoreline Trail; Spring Hollow bridge replacement; and West Red Rock Access Loop Trail. Proposed projects included flyover crossings at Vertigo Trail/Levitate Trail intersection and Maple Hollow Downhill Bike Trail/Ann's Trail intersection.

Report: Fuel Mitigation Grants Funding Update

Fuels Crew Supervisor Parker Hansen reported on projects completed over the previous three years, noting that some had been funded through a \$119,000 grant. In response to a question from Councilmember F. Lowry, Mr. Hansen stated that ongoing maintenance of fire breaks would be manageable due to the significant clearing work that had already been completed. Mr. Hansen also explained that the City's fuel mitigation efforts had helped homeowners maintain their insurance coverage.

Mr. Hansen emphasized that chipper events had been an effective method for reducing wildfire risk in Draper and explained plans to expand chipper days in the upcoming season with the assistance of a \$200,000 grant. The Council and staff discussed County-owned land within the Wildland Urban Interface (WUI) area and the coordination involved in mitigation efforts.

Council/Manager Reports

This item was moved to later in the meeting.

Closed Meeting

Councilmember Johnson moved to recess to a closed meeting to discuss a proposed development agreement. Councilmember T. Lowery seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

The closed meeting convened at 6:24 pm, and the Council returned to open meeting at 7:04 pm.

Business Session

1. Call to Order by Mayor Troy K. Walker

2. Pledge of Allegiance led by Rhett Ogden

3. Public Comments

Mike Lund, Draper resident, said use of rocket launchers on City Park property next to his property was a problem. He said he had horses, and said rockets were launched dangerously onto his property from the park. Mr. Lund said he spoke with the Police Department and was told there was not a related ordinance in place they could enforce. Mr. Lund asked for Council help in preventing rockets from being launched onto his property.

Mischelle Polish, Draper resident, said she worked with Americans for Prosperity. She said the organization was planning a free America 250 event, and said she wanted to hold the event at the Draper Amphitheatre. Ms. Polish said she knew the Council had responsibility for use of the Amphitheatre, and asked for Council support.

4. Consent Items

4.a Approve the Meeting Minutes of the February 10, 2026 City Council Retreat

4.b Approve Resolution #26-12 certifying authorized individuals to access and/or transact business with the State of Utah Public Treasurers Investment Funds

and to execute any necessary forms in connection with such changes on behalf of Draper City

- 4.c Approve Resolution #26-13 authorizing the execution of a vote center agreement between Draper City and Salt Lake County for the 2026 Elections

Councilmember T. Lowery moved to approve the Consent Agenda. Councilmember Dahlin seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		
Councilmember Dahlin	X		

5. Items for Council Consideration

- 5.a Public Hearing: Ordinances #1706 and #1707 amending the Official Land Use Map and the Official Zoning Map of Draper City for approximately 0.25 acres to remove the property from both the Land Use Map and the Zoning Map, known as the City Initiated Highland Boundary Adjustment Land Use Map and Zoning Map Amendments

Planner Todd Draper said the property, located at approximately 16199 South 3300 East, was the subject of a municipal boundary line adjustment between Draper City and Highland City. He said the Planning Commission forwarded a positive recommendation for the proposed amendments.

Mayor Walker opened a public hearing, and closed the public hearing seeing no one come forward.

Councilmember T. Lowery moved to approve Ordinances #1706 and #1707. Councilmember Johnson seconded the motion.

A roll call vote was taken. The motion passed unanimously.

	Yes	No	Absent
Councilmember Green			Excused
Councilmember Johnson	X		
Councilmember T. Lowery	X		
Councilmember F. Lowry	X		

Council / Manager Reports

Tree Committee

Councilmember Johnson said she met with the Tree Committee that morning, and the Committee had been open to new goals of beautification and landscaping. She said the Committee suggested adding community education to their scope as well.

Historic Plaque

Community Development Director Jennifer Jastremsky said the Historic Preservation Commission had been working on a historic plaque for the Widowmaker Trail, and had been working with Salt Lake County to put the plaque on County land. She said an interlocal agreement had been drafted, and asked for Council feedback. She reported that the City would pay for installation and maintenance. A majority of the Council indicated support.

Legislative Update

Mayor Walker provided an update on the current Legislative Session, highlighting bills concerning property tax, municipal fund balances, gas tax, and elimination of voting by mail. He said he personally appreciated voting by mail, commented that eliminating the vote-by-mail system would be costly for every municipality, and reported the bill died in committee earlier that day. City Manager Mike Barker said the alcohol bill would allow for municipal discretion regarding proximity requirements.

Rocket Launchers

Councilmember F. Lowry asked if use of rocket launchers was legal in Draper. Mr. Ogden said explosives restrictions in Code prohibited use of rocket launchers in City parks, and said he would reach out to Mr. Lund about the possibility of placing a sign adjacent to his property. Mayor Walker asked if the Council would be willing to create Code language that specifically called out rockets, and a majority of the Council appeared to indicate support.

Draper Amphitheatre

Mayor Walker said the City typically did not rent out the Draper Amphitheatre, and said no policy for rental was in place. He expressed hope that a policy would be adopted prior to renting out the facility to ensure sufficient recovery of costs, including police and fire expenses. Mayor Walker cautioned that if the

facility were opened for rental, the City would not be able to discriminate based on message or content. Councilmember Johnson expressed concern that making the facility available to rent would open the door to frequent use. She pointed out the facility was in a residential neighborhood, and said she would not want to turn the area into a regular event center.

Councilmember F. Lowry asked if the City could sponsor or partner with a group for an event at the Draper Amphitheatre, such as the America 250 event mentioned during Public Comments. The Council and staff discussed considerations, including funding for overtime for police and fire and other services, and how to determine which organizations with whom the City would partner. Councilmember Dahlin said she was not opposed to the idea of renting the facility, but agreed a policy needed to first be in place to mitigate concerns.

6. **Adjournment**

Councilmember T. Lowery moved to adjourn the meeting. Councilmember Johnson seconded the motion, which passed by unanimous vote (4-0).

The meeting adjourned at 7:50 pm.

MEMO



To: City Council

From:

Date: 2026-03-24

Re: Approve an Assessment-in-Lieu for Stoneybrook Homes at 997 East 13450 South

Comments:

Draper City Municipal Code (DCMC) 10-3-020(C) requires that any residential parcel not within a subdivision shall construct frontage improvements and allows the owner to comply with DCMC 9-27-110(C) where an owner may pay an assessment in lieu of public infrastructure construction.

In order to comply with the code, the owners requested they pay the assessment in lieu of construction. The city staff determined it would best serve the owner and the city to proceed with an assessment-in-lieu of construction of public infrastructure rather than having the owner construct the improvements.

Staff recommends approval of the attached assessment in lieu. In the future, having the city construct the frontage improvements will ensure that the seamless design and construction of the improvements in the area and potentially save the city costs associated with modifying the city's design by incorporating infrastructure not presently constructed.

ATTACHMENTS:

[Assessment In Lieu.pdf](#)

Agreement # __-__

WHEN RECORDED, MAIL TO:

Draper City Recorder
1020 East Pioneer Road
Draper, UT 84020

Affects Tax ID # 3405201060

ASSESSMENT-IN-LIEU AGREEMENT

(Pursuant to Draper City Municipal Code 9-27-110(c))

THIS AGREEMENT is made by and between Kyle Simons of Stonybrook Homes, in DRAPER, Utah (hereinafter referred to as "Developer"), and **DRAPER CITY**, a Utah municipal corporation (hereinafter referred to as the "City"), whose address is 1020 East Pioneer Road, Draper, Utah 84020.

RECITALS:

WHEREAS, Developer has applied for a building permit on Property located at 997 E 13450 S, Draper Utah, which Property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property"; and

WHEREAS, City ordinances require, prior to the issuance of a building permit, the dedication of all necessary public right-of-way and installation therein of all public improvements including without limitation, curb and gutter, parking strips and associated landscaping, sidewalk, and paved street improvements; and

WHEREAS, in lieu of requiring full frontage or right-of-way improvements, Draper City Municipal Code Section 9-27-110(c) grants the Developer the opportunity to place funds in an escrow account equal to the estimated cost, as determined by the City Engineer's calculations, and as approved by the City Council, of the Developer's obligation for frontage improvements; and

WHEREAS, Developer has applied for the opportunity to utilize Section 9-27-110(c), and this application qualifies for payment of an assessment-in-lieu because the fronting roadway and improvements are not reasonably accomplished at this time without other regional roadway and drainage infrastructure, for which the City has neither plans nor funding to build at present; and

WHEREAS, the City is willing to grant Developer the ability to satisfy the obligation to provide all frontage improvements upon payment of an in-lieu assessment subject to the terms and conditions set forth in this Agreement;

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

1. **Recitals**. The recitals are hereby incorporated as if fully set forth here within.

2. **Payment of Assessment-in-Lieu.** Developer hereby agrees to pay and herewith deposits into the City's escrow account the estimated cost, as determined by the City Engineer's calculations (attached hereto as Exhibit "B"), and as approved by the City Council, of the Developer's obligation for frontage improvements. The frontage improvements include clearing and grubbing; removing existing trees; excavating, removing and legally disposing existing right-of-way materials including asphalt; constructing any retaining walls; making utility relocations such as water meters, power poles, secondary irrigation services and obtaining their associated easements; constructing new storm drain improvements, curb and gutter, sidewalk, parkstrip, drive approaches and driveway transitions; installing landscaping, sprinklers, parkstrip trees; and making appropriate and necessary asphalt structural pavement section transitions (the "Improvements") along the Property's public street frontage.

3. **Right of Way Use for Construction.** During such time as the Improvements are being installed, City may work within the right-of-way to accomplish such installation. City shall provide a smooth transition from the sidewalk into the fronting properties to bring existing landscaping and improvements to a finished state. Developer agrees there shall be no future compensation for removal or disruption of improvements within the right-of-way such as shrubs, trees and landscaping at such future time that the City constructs the Improvements. Fences shall not be allowed in the right-of-way. The removal of existing materials and installation of Improvements described herein shall be deemed to include removal of all conflicting landscaping, mailboxes, and relocation of all utilities.

4. **Release of Obligation to Install Improvements.** Upon Developer's deposit of the assessment-in-lieu into the City's escrow account, City hereby grants Developer a release of the obligation to install the Improvements along the Property's public street frontage.

5. **Maintenance Obligations.** After completion of said Improvements, Developer shall remove sidewalk snow, weeds and noxious vegetation from the property line to the curb line of the street in accordance with the Draper City Municipal Code. City shall repair, remove, replace, maintain, preserve and protect all concrete curb, gutter and sidewalk improvements within and along said public street.

6. **Covenants.** The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the property described herein, and the same are hereby made binding upon the heirs, representatives, devisees, assigns and successors in interest of the parties hereto.

7. **Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. **Amendments.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, subsequent owners, successors and assigns of the parties hereto.

10. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. **Severability.** If any portion of this Agreement for any reason is declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

13. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

14. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only, and shall not affect the interpretation of any provision herein.

15. **Integration.** This Agreement, together with its recitals and exhibits, contains the entire and integrated agreement of the parties regarding the deferral and installation of the Improvements as of the date hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

16. **Other Security.** This Agreement does not alter the obligation of Developer to provide security in acceptable form under applicable ordinances or rules of the City or any other governmental entity having jurisdiction over Developer.

17. **Exhibits.** Any exhibits to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective, duly authorized representatives as of the 10 day of MARCH, 2026

“DEVELOPER”



Kyle Simions

“CITY”

DRAPER CITY

ATTEST:

City Recorder

By: _____
Mayor

CITY ACKNOWLEDGMENT

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

On the _____ day of _____, 20____, personally appeared before me Troy K. Walker, who being duly sworn, did say that he is the Mayor of Draper City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Troy K. Walker acknowledged to me that the City executed the same.

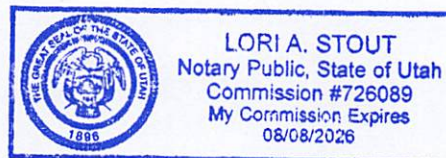
Notary Public

DEVELOPER ACKNOWLEDGMENT

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

On the 10th day of March, 2020, personally appeared before me Kyle Simmons who being duly sworn, did say that they are the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Lori A. Stout
Notary Public



Assessment-in-Lieu Agreement – 997 E 13450 S

Agreement # __ - __

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Assessment-in-Lieu Agreement – 997 E 13450 S

Agreement # __ - __

EXHIBIT B



COST ESTIMATE FOR FRONTAGE IMPROVEMENTS

997 E 13450

Item #	Description	Quantity	Unit	Unit Cost	Item Total
1	Roadway Excavation	18.9	CY	\$17.00	\$321.30
2	Sawcut Asphalt	76.0	LF	\$1.25	\$95.00
3	Concrete Sidewalk	1,120.0	SF	\$9.75	\$10,920.00
4	Concrete Flared Drive Approach	500.0	SF	\$18.00	\$9,000.00
5	Concrete Curb & Gutter	95.0	LF	\$60.85	\$5,780.75
6	12" Untreated Base Course	18.9	CY	\$48.00	\$907.20
7	4" HMA Surface Course	510.3	SF	\$4.10	\$2,092.23
8	Park Strip Tree	6	Ea	\$325.00	\$1,950.00
9	Park Strip Landscaping & Irrigation	1,310.0	SF	\$2.00	\$2,620.00
Subtotal (rounded)					\$33,690.00
Contingency, Engineering, & Construction Surveying				15%	\$5,000.00
Total					\$38,690.00

1020 E. PIONEER ROAD
DRAPER CITY, UT 84020

DATE : 3/10/2026 9:22 AM
OPER : JW
TKBY : Jen Whitney
TERM : 1
REC# : R01477971

LAMA PAYMENTS	LAMA PAYMENTS	38690.00
Stonybrook Building	38690.00	
26-01528	38690.00	
100-10-116105	-38690.00	

Paid By:Stonybrook Building
CHECK 38690.00 REF:6016

APPLIED	38690.00
TENDERED	38690.00

CHANGE	0.00
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MEMO



To: City Council
From: Travis DeJong
Date: 2026-03-24

Re: Public Hearing: Providing Local Consent for a Single Event Permit for HVPC LLC dba Peak Pickleball Club

Comments:

HVPC LLC dba Peak Pickleball Club will hold an event serving alcoholic beverages at 1055 E Draper Pkwy Suite 300 on April 11, 2026 from 3:00PM until 6:00PM (a total of 3 hours). They are seeking Local Consent for a Single Event Permit.

They have provided the following:

- A background check conducted by the Bureau of Criminal Identification.

- The findings for Local Consent approval are as follows:

- Per Utah State Code 32B-9-201(5), single event permits do not have any proximity requirements to meet.

DCMC 6-4-050 (B) (5) (a) states that organizations are limited to four (4) single event permits per calendar year if at least one permit is a one hundred twenty (120) hours single event permit. Organizations may apply for up to twelve (12) single event permits per calendar year if they are all seventy-two (72) hour single event permits.

The applicant has applied for one (the current application) seventy-two hour permit in calendar year 2026 and meets this requirement.

DCMC 6-4-050 (B) (5) (e) places no restrictions on the total number of single event permits that can be granted by the City.

ATTACHMENTS:

[HVPC LLC Local Consent PowerPoint.pdf](#)

ATTACHMENTS:

[Flyer.png](#)

Draper City Business Licensing Single Event Permit

HVPC LLC dba Peak Pickleball Club

1055 E Draper Pkwy Suite 300
Draper, UT 84020

Travis DeJong



Details



Single Event Permits allow for the storage, sale, and consumption of alcohol for a limited duration (up to 120 hours).

Event Name: *Dinks and Drinks Spring Fling*

Location: 1055 E Draper Pkwy Suite 300

Date(s) and time: April 11, 2026 | 3:00pm to 6:00pm



Qualifications

6-4-050: On-Premises Licenses:

(B) (5) (a) Number Of Permits: Qualifying organizations may apply for up to four (4) single event permits per calendar year if one or more of the single event permits is a one hundred twenty (120) hours single event permit; or up to twelve (12) single event permits per calendar year if each of the single event permits is a seventy-two (72) hour single event permit.

Applicant has only applied for one (the current application) 72 hour event permit in 2026.



Action: Provide Local Consent or Deny Local Consent

DCMC 6-4-050: ON PREMISES LICENSES

(B) (5) (e) Restrictions On Licenses: There shall be no limitation on the number of single-event permits granted by the City.





PRESENTS

Dinks & Drinks SPRING FLING



BEER AVAILABLE FOR PURCHASE
21 AND OVER / BRING ID • SNACKS PROVIDED

SATURDAY APRIL 11TH
3PM – 6PM

— OPEN PLAY —

MEMBERS - \$12 • GUESTS - \$20

SPRING VIBES ONLY

MEMO



To: City Council
From: Jennifer Jastremsky, AICP
Date: 2026-03-24
Re: Public Hearing: Ordinance #1708

Comments:

This application is a request of Mike Winters, representing Edge Homes, for approval of a Development Agreement Amendment for approximately 21 acres located on the south side of Kimballs Ln, at approximately 632 E Kimballs Ln. The property is currently zoned RM2. The applicant is requesting the City review and adopt design standards and a concept site plan for the property.

The City Council approved a Development Agreement, Zoning Map Amendment, and Land Use Map Amendment on June 17, 2025 for five of the six properties. These applications allow for the property to be built with multi-family residential at a density of 25-27 dwelling units per acre. The Development Agreement also called for 30 work force housing units to be built on the property and that the applicant would work with the City on a concept plan to bring back in an amendment. On October 21, 2025 the City Council approved a Zoning Map Amendment and Land Use Map Amendment to the property located at 625 E 11900 S to the RM2 zone and Residential High-Density land use designation. The current application will formally add the property into the boundaries of the Development Agreement.

The City Council approved the Kimballs Station Area Plan on September 2, 2025. This master plan looks at overall development within a ½ mile radius of the Kimballs Lane TRAX Station. The plan called for multi-family housing on the subject property. The recommendations for the Kimballs Lane Station have been included as Exhibit H of the Planning Commission Staff report.

The Planning Commission reviewed this item at their March 12, 2026 meeting and forwarded a positive recommendation with a 5-0 vote. The recommendation included the provision that the Council consider adding the below items to the agreement.

1. Add clarifying language in the body of the Development Agreement document that the canal trail will be installed and dedicated to the City.
2. Include the recommended changes from the staff in the agreement document.
 - a. That right-of-way dedication is required for all public streets and shall comply with the

- city standard street sections, except for the modifications to the sidewalk/parkstrip configuration on Kimballs Ln as outlined in the Development Agreement Amendment.
- b. The public improvements are required on all public street frontages, including street widening to the current city standard street width, curb, gutter, park strip, and sidewalk, with the exception of the sidewalk/parkstrip configuration on Kimballs Ln as outlined in the Development Agreement Amendment.
 - c. That at the west end of 11900 South where the public street ends, the north half of a public cul-de-sac that meets the city standard of 100-foot diameter right-of-way, be constructed and dedicated to the city.

The applicant has submitted draft language to address item 1 of the Planning Commission recommendation. Their proposal is to amend section 3.2.2 of the Development Agreement Amendment to the following:

- **Amenities and Open Space Plan.** The amenities and open space areas of the Project shall comply with the amenities and open space plan attached hereto as Exhibit E, including, without limitation, the construction and dedication to the City of a public trail along the westerly bank of the East Jordan Canal.

As for item 2 of the Planning Commission recommendation, the applicant has stated they are fine with the inclusion of items 2a and 2b as is. Item 2c is currently being discussed with staff. A potential solution and recommended language will be provided at the Council meeting.

The agreement included in the attached Ordinance 1708 is the version that was reviewed by the Planning Commission. Staff will have an updated draft available for the meeting that includes the Planning Commission recommendation once a solution and recommended language for item 2c is determined.

Findings for Approval:

1. The Development Agreement Amendment complies with DCMC Section 9-5-200(C) and (D).
2. The Development Agreement Amendment substantially complies with the intent of the Kimballs Lane Station Area Plan.

Findings for Denial:

1. The Development Agreement Amendment does not substantially comply with the intent of the Kimballs Lane Station Area Plan.

ATTACHMENTS:

[Ordinance 1708.pdf](#)

ATTACHMENTS:

[Kimballs Junction DA Amend PC Staff Report -3-12-26 Combined.pdf](#)

ORDINANCE NO. 1708

AN ORDINANCE APPROVING THE KIMBALLS JUNCTION DEVELOPMENT AGREEMENT AMENDMENT FOR APPROXIMATELY 21 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 632 E KIMBALLS LN WITHIN DRAPER CITY.

WHEREAS, the Land Use and Development Code of the Draper City Municipal Code has been established to provide regulations concerning general developments within the City Boundaries; and

WHEREAS, the City Council hereby determines that it will be in the best interest of the City to allow development of the subject property in accordance with the Development Agreement Amendment; and

WHEREAS, the Development Agreement Amendment provides for a site plan that meets the intent of the Utah State Station Area Plan requirements, while also setting standards that best meets the interests of the community and applicant; and

WHEREAS, the proposed Development Agreement Amendment set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Development Agreement; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed amendment to the Development Agreement, and the City Council has found the proposed Development Agreement Amendment to be consistent with the City's General Plan and Utah State Law Station Area Plan requirements.

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

Section 1. Development Agreement. The City of Draper approves the Development Agreement Amendment provided in Exhibit A, otherwise known as the Kimballs Junction Development Agreement Amendment.

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Correction of Editing Errors. The city attorney is authorized to correct any punctuation, spelling, formatting, clerical, or de minimis errors in Exhibit A prior to submitting the ordinance for publishing.

Section 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE 24th DAY OF March, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember Green
Councilmember Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Councilmember Dahlin
Mayor Walker

YES	NO	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A

DEVELOPMENT AGREEMENT

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
FOR
KIMBALLS JUNCTION**

(a Planned Community in Draper City, Utah)

Date: _____

WHEN RECORDED, RETURN TO:

Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KIMBALLS JUNCTION

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KIMBALLS JUNCTION (this “**Amendment**”) is made and entered into as of the **xx** day of **month**, 2026, by and between Draper City, a Utah municipality (the “**City**”), Edge Land Kimballs Junction, LLC, a Utah limited liability company (“**Owner**”), and EDGE Homes Utah, LLC, a Utah limited liability company (“**Developer**”). The City, Owner, and Developer are sometimes referred to herein collectively as the “**Parties**.”

RECITALS

A. The City and Developer entered into that certain Development Agreement for Kimballs Junction dated June 17, 2025, which was recorded with the Salt Lake County Recorder’s Office on July 1, 2025, as Entry No. 14404896 (the “**Agreement**”) pertaining to approximately twenty (20) acres of real property described in *Exhibit A* of the Agreement (the “**Property**”).

B. Owner owns the Property, and Developer (an affiliated entity of Owner) intends to develop the Property into a new residential community.

C. Subject to its terms and provisions, the Agreement provides Developer with certain vested rights to develop a residential community on the Property with density of not less than 25 units per acre and not more than 27 units per acre (the “**Project**”), measured by dividing the total number of residential units by the total acreage of the Project.

D. The City’s legislative body approved the Agreement in accordance with the same procedures for enacting a land use regulation; accordingly, the Agreement complies with the requirements of Utah Code Ann. §10-20-508(2)(iii).

E. The Agreement provides for the Project to be expanded to include additional land adjacent to the north side of 11900 South so long as such additional land is contiguous to a parcel already included in the Project.

F. As set forth more fully below, Owner and Developer desire to expand the Project to include Salt Lake County Tax Parcel 28-30-226-005 (approximately 0.83 acres), thus expanding the size of the Project to be approximately twenty-one (21) acres.

G. To facilitate development of the Project, the Parties also desire to approve the Concept Site Plan attached hereto as Exhibit B (the “**Concept Plan**”) and adopt the design standards that will govern the Project in the form attached hereto as Exhibit C (the “**Design Standards**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties amend the Agreement and agree as follows:

1. Incorporation of Recitals, Exhibits and Definitions.

1.1. **Incorporation.** The foregoing Recitals and the attached **Exhibits “A” - “F”** are hereby incorporated into this Amendment.

1.2. **Definitions.** Unless otherwise defined in this Amendment, capitalized terms shall have the meanings specified in the “*Definitions*” section of the Agreement.

2. Expansion of the Project.

2.1. **Dunn Parcel.** Salt Lake County Tax Parcel 28-30-226-005, previously owned by Patrick and Staci Dunn, is hereby added to the Project. Owner purchased said parcel and acquired title to it via that certain Warranty Deed recorded in the Salt Lake County Recorder’s Office on February 13, 2026, as Entry No. 14500478. Accordingly, said parcel is included in the list of parcels comprising the Project in Exhibit A hereto.

3. Development of the Project.

3.1. **Concept Plan.** The Project shall be developed in accordance with the Concept Plan attached hereto as Exhibit B.

3.2. **Design and Development Standards.** The Concept Plan attached as Exhibit B together with the Design and Development Standards set forth in Exhibits C through F hereto shall govern the development and construction of the Project. To the extent said standards vary from the standards and requirements of the City’s zoning ordinances, including, without limitation, the provisions of Draper City Code § 9-32-010 et seq. (Multiple-Family Dwelling Development Standards) and Draper City Code § 9-23-010 et seq. (Landscaping and Screening), the Concept Plan attached as Exhibit B and the standards in Exhibits C through F of this Amendment shall govern and apply.

3.2.1. **Architecture.** The residential buildings in the Project shall be designed and constructed substantially similar to the architectural renderings and elevations attached hereto collectively as Exhibit D.

3.2.2. **Amenities and Open Space Plan.** The amenities and open space areas of the Project shall comply with the amenities and open space plan attached hereto as Exhibit E.

3.2.3. **Parking Plan.** Parking areas and parking stalls shall be provided in accordance with the parking plan attached hereto as Exhibit F.

3.2.4. **Buffer Wall.** Developer shall install an eight foot (8’) wall along that portion of the Project that is adjacent to Salt Lake County tax parcel 28-30-227-005. The wall shall be constructed with solid materials (not vinyl, chain link or wood slat).

Acceptable materials include concrete blocks (CMU), precast concrete, stone, brick, concrete with stucco, or Rhinorock precast concrete/composite. Developer shall obtain the required permit from the City prior to installing the wall.

3.2.5. 11900 South Connection. 11900 South shall not be used for vehicular ingress or egress to or from the Project. Instead, where the Project connects to 11900 South, collapsible bollards shall be installed for emergency access only.

3.3. Additional Plans/Studies. In connection with Developer's submissions for subdivision plat approval for the Project, Developer shall also submit a Site Plan application, including civil site plan drawings, lighting plans (i.e., photometric plans), landscaping and irrigation plans, building elevations, and traffic studies to be reviewed as part of the site plan application process.

3.4. Exemptions. To comply with the objectives of the Kimballs Station Area Plan and honor the vested density rights of this Project, the following provisions of the City's Multiple-Family Dwelling Development Standards in Sections 9-32-010 et seq. of the City Code (the "**Multi-Family Code**") and other provisions of the City Code shall be replaced by the design and development standards shown in Exhibits B through F hereto:

3.4.1. City Code §9-32-030(A). This section of the City Code imposes restrictions/requirements regarding variations of residential unit sizes, rooflines, building heights, height of multiple family structures adjacent to less intense land uses, and maximum number of attached units per townhouse style buildings. The Project will be developed and built out in a manner that does not comply with all such requirements. Instead, the Project will comply with the design and development standards shown in Exhibits B through F hereto;

3.4.2. City Code §9-32-030(B). This section of the City Code requires at least 50% brick, stone or synthetic stone on all sides of structures, and color variation of garage doors. The Project will not comply with these requirements. Rather, it will be built out in a manner that complies with the design and development standards shown in Exhibits B through F hereto;

3.4.3. City Code §9-32-030(C). This section of the City Code imposes minimum setbacks for multiple-family structures over three (3) stories in height; minimum width of 26 feet for alley accessways; garage setbacks of 20 feet from the right-of-way or alley; driveway depths of at least 20 feet excluding sidewalks; and setbacks between dwelling structures of not less than 15 feet. A strict application of these standards would prevent the Project from reaching the approved density (i.e., it would result in a density count less than the minimum density of 25 units per acre already approved when the Project was rezoned). Accordingly, the applicable standards for this Project will be as follows:

- For multiple-family structures over three (3) stories in height, the minimum setback will be ten feet (10') from the right-of-way of adjacent public roads;
- The minimum width of alley accessways shall be twenty feet (20');
- Garage setbacks shall not be less than eighteen feet (18') from the right-of-way or private street;

- Driveway depths shall be at least 18 feet excluding sidewalks; and
- The distance between dwelling structures shall not be less than ten feet (10').

3.4.4. City Code §9-32-030(D). This section of the City Code requires sidewalks on both sides of all private streets. For this Project, however, sidewalks are not required on the sides of private streets. Instead, pedestrian pathways will be installed throughout the Project as shown in Exhibits B through F hereto. The pedestrian pathways have been designed to minimize conflict between pedestrians and vehicles;

3.4.5. City Code §9-32-030(C), §9-23-090 and §9-23-110. These sections of the City Code impose perimeter landscaping requirements, a variety of different land use buffer requirements, and wall heights. A strict application of these standards is not feasible for this Project. Accordingly, this Project will comply with the landscaping plan approved as part of the Site Plan approval, as well as the land use buffers set forth in Exhibits B through F hereto.

3.4.6. City Code §9-32-030(E). This section of the City Code requires a minimum of 30% open space. This Project will provide a minimum of 25% open space;

3.4.7. City Code §9-10-090 and Table 9-10-3. These sections of the City Code impose a maximum building height of 35 feet, but the four-story condominium buildings in this Project will have a maximum height of fifty-four feet (54');

3.4.8. City Code §9-25-070. This section of the City Code imposes various size requirements for carports, garages and other parking areas. The parking dimensions for this Project that vary from the City Code are shall be:

- Carports shall have a minimum inside dimension of nine feet (9') wide by eighteen feet (18') deep (instead of 20' deep);
- Parallel parking spaces shall be a minimum of twenty feet (20') deep (instead of 22' deep).

3.4.9. City Code §9-26-070(B)(2). This section of the City Code imposes certain requirements regarding the size and location of permanent on-site signs. The signage for this Project will be determined in connection with Site Plan approval, and shall comply with the following requirements:

- Signs at each entrance to the Project shall not exceed the standard monument sign sizes set forth in §9-26-070(A)(2) of the City Code;
- No more than two (2) free standing signs are allowed, which shall be less than six feet (6') in height and the face of the signs shall be no more than twenty-four (24) square feet in size. The location of these signs will be determined in connection with Site Plan approval of the Project.

3.4.10. City Code §9-23-070(B). This section of the City Code requires the preservation of trees and vegetation within the areas of required perimeter plantings, land use buffers, and yards. These standards will not apply to this Project; provided, however, Developer shall make reasonable good-faith efforts to preserve existing trees along the canal so long as such trees do not interfere with the physical improvements to be constructed in the Project.

3.4.11. For the frontage improvements adjacent to the Project on Kimballs Lane, no park strip will be installed. Instead, Developer shall construct and dedicate to the City a ten foot (10') wide sidewalk adjacent to back of curb with trees planted every thirty feet (30'), as shown in the design and development standards shown in Exhibits B through F hereto.

3.4.12. Any other provision of the Multi-Family Code or other provisions of the City Code that would conflict with the layout, standards, and designs set forth in Exhibits B through F hereto; provided, however, that the Project shall still comply with applicable City Code provisions directly affecting life, safety, and fire protection.

3.5. **Approval Process.** This Amendment shall be approved by the City's legislative body in accordance with the same procedures for enacting a land use regulation as required by Utah Code Ann. §10-20-508(2)(iii). Following the City's approval of this Amendment, in connection with the site plan, platting, and subdivision approvals of the Project, minor deviations from this Amendment may be approved administratively such as, by way of example, moving an amenity from one area of the Project to another. For purposes of this Section 3.5, minor deviations shall mean changes that: (i) do not materially affect the overall design and development standards of the Project; or (ii) are necessary due to unforeseen technical or engineering considerations.

4. **Project Name.**

4.1. **Kimballs Station Master Planned Development.** The Project was previously referred to as "*Kimballs Junction*." Owner and Developer have changed the Project name to "*Kimballs Station*," a master planned development. Accordingly, the Project shall hereafter be known as Kimballs Station.

5. **Miscellaneous.**

5.1. **Scope.** The Agreement, as expressly amended by this Amendment, shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall govern.

5.2. **Recordation.** This Amendment shall be recorded with the Salt Lake County Recorder's Office against the parcels described in Exhibit A hereto.

5.3. **Authority.** The Parties each warrant that they have all necessary authority to execute this Amendment. The signature of the City Manager below lawfully binds the City pursuant to Ordinance No. ____ adopted by the City on **month xx**, 2026.

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

OWNER:

Edge Land Kimballs Junction, LLC

[REDACTED], Manager

DEVELOPER:

Edge Homes Utah, LLC

[REDACTED]
Its: CEO/Manager

Approved as to form and legality:

City Attorney

CITY

Draper City

By: _____
Its: City Manager

Attest:

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the xx day of month, 2026, personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

Seal:

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

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

On the xx day of month, 2026, personally appeared before me [REDACTED], who being by me duly sworn, did say that he is the CEO and Manager of Edge Homes Utah, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company and signed in behalf of said company.

Seal:

NOTARY PUBLIC

OWNER ACKNOWLEDGMENT

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

On the xx day of month, 2026, personally appeared before me [REDACTED], who being by me duly sworn, did say that he is the CEO and Manager of Edge Land Kimballs Junction, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company and signed in behalf of said company.

Seal:

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property/Project
Exhibit "B"	Concept Plan
Exhibit "C"	Design Standards
Exhibit "D"	Architectural Designs
Exhibit "E"	Amenities and Open Space Plan
Exhibit "F"	Parking Plan

Exhibit "A"
Legal Description of Property

The Property includes the following parcels identified by Salt Lake County Tax Parcel Number:

Tax Parcel 28-30-227-006

Beginning 514.55 feet South 89°47'37" West and 33 feet South 00°08'47" East from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°47'37" West 129 feet; thence South 00°08'47" East 394.97 feet; thence South 39°09'14" East 98.03 feet; thence North 00°08'47" West 326.21 feet; thence North 89°47'37" East 67.30 feet; thence North 00°08'47" West 145 feet to the point of beginning.
(0.837 acres)

Tax Parcel 28-30-227-014

Beginning at a point South 89°47'37" West 514.55 feet and South 0°08'47" East 33 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°47'37" East 80.24 feet, more or less, thence Southeasterly along a 373.00 foot radius curve to the right 504.17 feet (the chord of which bears South 39°42'52" East 466.66 feet); thence South 0°59'33" East 77.65 feet; thence Southeasterly along a 305.51 foot radius curve to the left 305.74 feet (the chord of which bears South 27°43'34" East 293.14 feet); thence South 0°07'56" East 25.27 feet, more or less, thence South 89°47'37" West 373.58 feet, more or less; thence North 39°09'14" West 327.47 feet; thence North 0°08'47" West 326.21 feet; thence North 89°47'37" East 67.30 feet; thence North 0°08'47" West 145.00 feet to the point of beginning.
(6.288 acres)

Tax Parcel 28-30-226-001

Beginning at a point which is South 0°05'15" West along the Section line 974.0 feet and North 89°54'45" West 728.61 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°55' East 534.11 feet to the Westerly bank of the East Jordan Canal; thence North 51°08' West (Deed: North 51°68' West) 168.68 feet; thence North 40.1 feet, more or less, to a point on the Easterly bank of the East Jordan Canal; thence Northwesterly along said Easterly bank of the East Jordan Canal to a point which is North 89°50' West along Section line 1209.9 feet and South 33 feet from the Northeast corner of said Section 30; thence North 89°50' West 124.2 feet to a fence corner; thence South 0°12' East 942.62 feet, more or less, along an old fence line; thence South 89°54'45" East 606.163 feet, more or less, to the point of beginning
(11.209 acres)

Tax Parcel 28-30-226-014

Beginning at a point which is South 00°05'15" West along the Section line 974 feet and North 89°54'45" West 607.81 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°54'45" West 120.80 feet; thence North 00°55'00" East 344.44 feet; thence South 89°54'45" East 115.29 feet; thence South 344.40 feet to the point of beginning.
(0.93 acres)

Tax Parcels 28-30-226-013 and 28-30-226-015

Beginning at a point which is South 00°05'15" West along the Section line 974 feet and North 89°54'45" West 542.01 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°54'45" West 65.80 feet; thence North 344.40 feet; thence North 89°54'45" West 115.29 feet; thence North 00°05'55" East 189.67 feet to the West bank of canal; thence South 51°08'00" East 49.52 feet; thence South 38°42'00" East 223.11 feet; thence South 329.12 feet to the point of beginning.
(0.911 acres)

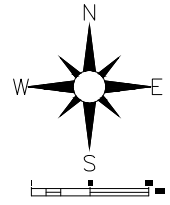
Tax Parcel 28-30-226-005

Beginning at a point which is South 00°05'45" West 974 feet along the section line and North 89°54'15" West 309.79 feet and North 26°41'30" West 28.005 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 26°41'30" West 91.145 feet; thence North 38°41'30" West 286.149 feet; thence South 00°00'54" West 304.41 feet; thence South 89°54'15" East 219.90 feet to the point of beginning.
(0.83 acres)

**Exhibit “B”
Concept Plan**

Attached.

DRAPER KIMBALLS LANE STATION
PRELIMINARY SITE PLAN



PARCEL 1 - PRODUCT MATRIX		
DESCRIPTION	QUANTITY	UNITS
14-PLEX 4-STORY CONDO	9	126
10-PLEX 3-STORY CONDO	2	20
B2B 10-PLEX TOWNHOME	2	20
TOTAL	13	166

PARCEL 1 - PARKING MATRIX	
DESCRIPTION	QUANTITY
OUTDOOR COVERED PARKING	72
OUTDOOR UNCOVERED PARKING	33
DRIVEWAY PARKING	150
GARAGE PARKING	150
STREET PARKING	0
TOTAL	405

PARCEL 2 - PRODUCT MATRIX		
DESCRIPTION	QUANTITY	UNITS
14-PLEX 4-STORY CONDO	21	294
10-PLEX 3-STORY CONDO	3	30
B2B 10-PLEX TOWNHOME	7	70
TOTAL	31	394

PARCEL 2 - PARKING MATRIX	
DESCRIPTION	QUANTITY
OUTDOOR COVERED PARKING	168
OUTDOOR UNCOVERED PARKING	27
DRIVEWAY PARKING	380
GARAGE PARKING	380
STREET PARKING	15
TOTAL	970

PARCEL 1

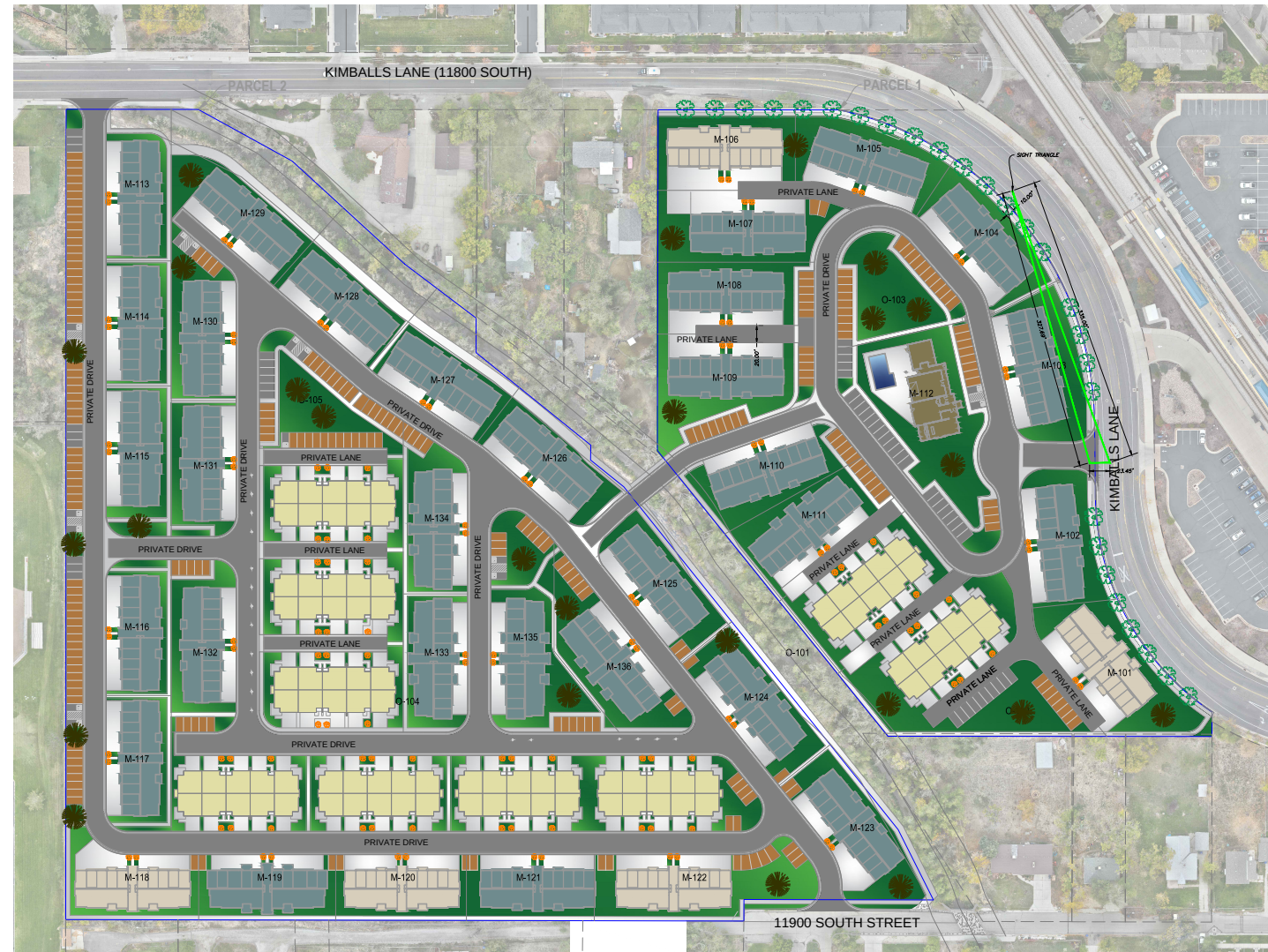
AREA: 310,396 SQ. FT., 7.13 ACRES
IMPERVIOUS AREA: 215,826 SQ. FT.
OPEN SPACE AREA: 94,570 SQ. FT.

PARCEL 2

AREA: 604,693 SQ. FT., 13.88 ACRES
IMPERVIOUS AREA: 466,278 SQ. FT.
OPEN SPACE AREA: 138,415 SQ. FT.

LEGEND:

- 10-PLEX 3 STORY CONDO
- 14-PLEX 4 STORY CONDO
- B2B 10-PLEX TOWNHOME
- COVERED PARKING



DRAPER CITY

CITY ENGINEER DATE

DATE	BY	DATE	BY

PROJECT NO.	DATE	DATE	DATE
2018-01-20	2018-01-20	2018-01-20	2018-01-20
2018-01-20	2018-01-20	2018-01-20	2018-01-20
2018-01-20	2018-01-20	2018-01-20	2018-01-20
2018-01-20	2018-01-20	2018-01-20	2018-01-20
2018-01-20	2018-01-20	2018-01-20	2018-01-20
2018-01-20	2018-01-20	2018-01-20	2018-01-20
2018-01-20	2018-01-20	2018-01-20	2018-01-20
2018-01-20	2018-01-20	2018-01-20	2018-01-20
2018-01-20	2018-01-20	2018-01-20	2018-01-20

EDGE HOMES
KIMBALLS LANE STATION
PLANNING CONCEPT PLAN



**Exhibit “C”
Design Standards**

Attached.

KIMBALLS STATION

MASTER PLANNED DEVELOPMENT



21 ACRE RESIDENTIAL COMMUNITY

632 E KIMBALLS LN | DRAPE 52 JT

1A: Kimballs Station

Introduction

Located along the Wasatch Front, EDGEhomes' Kimballs Station has been planned as a premier 21-acre planned residential community with vested density rights of no less than 25 units/acre and no more than 27 units/acre. Kimballs Station is designed with sustainability in mind and will provide stable residential housing while supporting ridership opportunities at the nearby Kimballs Lane Trax Station, connecting this community to the rest of the Wasatch Front.

The Kimballs Station site is located off Kimballs Lane near 700 East and 11800 South in Draper City, adjacent to the Juan Diego Catholic High School and the Kimballs Lane Trax Station. This location provides easy access to the State's major transportation corridors, adjacent cities, shopping, and nearby schools and hospital. This transit-oriented development, bisected by the East Jordan Canal, provides home-ownership opportunities and a great place to establish roots in Draper City for all age groups.

30 price-controlled workforce housing units are provided to assist first-responders, teachers, nurses, City employees, and others with home-ownership. Kimballs Station also helps meet the State's mandated Housing and Transit Reinvestment Zone criteria.

Project Highlights:

- 21 acres
- 1-acre Amenity Area close to Kimballs Lane Trax Station
- 4,800 square-foot Clubhouse
- Swimming Pool
- Hot Tub
- Pocket Parks
- Dog Parks
- Playgrounds
- Gathering & Seating Areas
- 1.5 miles in Sidewalks and Trails



1B: Site Plan

Designed to embrace a modern, transit-oriented lifestyle, Kimballs Station offers a mix of residential living within walking distance of the Kimballs Lane Trax Station. This thoughtfully planned community features a blend of townhome and condominium buildings that appeal to a diverse range of residents from young professionals to growing families and active retirees.

The project emphasizes connectivity, open space, and quality of life. The East Jordan Canal bisects the property and will be integrated as a defining natural amenity, with a pedestrian trail and landscaped greenway creating an inviting recreational corridor through the heart of the community. Considerable effort will be made to preserve existing trees along and adjacent to the canal; areas near the canal that need to be disturbed to facilitate the development of Kimball's Station will be seeded with a native mix to maintain its natural aesthetic. Residents will enjoy access to a clubhouse, swimming pool, hot tub, trails, playgrounds, dog parks, seating areas, and pocket parks.

The project layout is depicted below.



2A: Unified Pattern of Development

The Kimballs Station development will adhere to a cohesive set of site design standards intended to promote high-quality architecture, pedestrian connectivity, and a vibrant, livable community environment consistent with Draper City's Station Area Plan.

Site Organizations and Layout

The site is designed around a connected street and trail network that prioritizes pedestrian movement and access to transit. The layout emphasizes walkability and permeability, with direct connections to the Kimballs Lane Trax Station, the East Jordan Canal Trail, and internal open space amenities.

Architectural Character and Building Placement

Architecture will reflect a high-end, contemporary design aesthetic utilizing durable, quality materials that complement the surrounding urban fabric. Architecture will be consistent with the images shown in these Design Standards. Variations in rooflines, façades, and setbacks will be employed to create visual interest and avoid monotony.

Open Space and Landscaping

Landscaping will be integral to the project's character, with the East Jordan Canal serving as a central open space feature. A continuous, landscaped pedestrian trail will run along the west side of the canal. Additional trails link the pocket parks to the clubhouse and pool area. Planting palettes will incorporate native and drought-tolerant species to enhance sustainability and reduce long-term maintenance needs.

Access, Circulation, and Parking

Internal streets will vary in size according to their level of traffic use. All internal streets will be privately owned and maintained by the Kimballs Station Homeowners Association. Roadway and alleyway widths are described in Sections 2B and 2C below.





2B: Setbacks & Parking Standards

The Kimballs Station community is designed to balance density and livability within the context of Draper City's Station Area Plan, which envisions a cohesive redevelopment pattern within a ½-mile radius of the Kimballs Lane TRAX Station. Setbacks and building separations in this project contemplate the future build-out of the entire Station Area Plan, ensuring that this community integrates seamlessly as adjacent properties within the Station Area Plan are redeveloped in the future.

Building Setbacks and Separation

Residential buildings will generally be spaced a minimum of 10 feet apart with setbacks designed to enhance the streetscape and create usable outdoor areas. Where possible, building placement will reinforce a defined street edge, with garages and driveways positioned to reduce visual dominance along public roadways such as Kimballs Lane and 11900 South. Buildings will be placed a minimum of 10 feet from the boundary lines of adjacent residential properties within the Station Area Plan. Additional landscaping elements such as trees, berms, swales, or shrubs will be used in areas directly adjacent to existing residential homes to buffer the two uses.

Driveways and Parking Design / On-Street Parking

Driveways serving individual units will maintain a minimum depth of 18 feet to allow for vehicle parking. Parking throughout the site will be designed to ensure convenience and efficiency. Perpendicular parking stalls will be 9 feet x 18 feet, and parallel parking stalls will be 9' x 20'. Townhome parking requirements are 4 spaces/unit (2 garage spaces, 2 driveway spaces). Condominium parking requirements are 2 spaces/unit (1 garage or covered parking space plus 1 driveway or covered parking space). Additional guest parking will be spread throughout the site. Current Draper City code requires each unit to provide 2.25 parking spaces (2 per unit + 1 guest stall per 4 units). Applying this matrix, Kimball's Station is required to provide 1,260 parking stalls through a combination of garage, street, and guest off-street parking. This site plan proposes a total of 1,375 parking spaces.

On-street parking will be limited to one side of the street to maintain safe travel lanes and accommodate emergency vehicle access. No parking will be allowed in private alleyways.

Garage and Façade Relationship

Garages will be designed to be subservient to front porches and building façades, reducing their visual prominence and supporting an attractive, pedestrian-oriented streetscape. Architectural treatments, varied setbacks, and porch features will be employed to ensure garage doors do not dominate the public view.

Roadway and Alleyway Width Standards

All primary and secondary roadways will accommodate two-way traffic, on-street parking (one side), emergency access, and pedestrian safety within a compact, walkable street network. These roadways will be at least 27' wide from front of curb to front of curb. All alleyways will be 20' wide, accommodate two-way traffic, prohibit parking on both sides, provide access to garages and support safe, low-speed shared use between vehicles and pedestrians.



2C: Alleyway Design and Shared Access Standards

The Kimballs Station community incorporates a series of alleyways designed to efficiently serve residential garages while maintaining a safe environment.

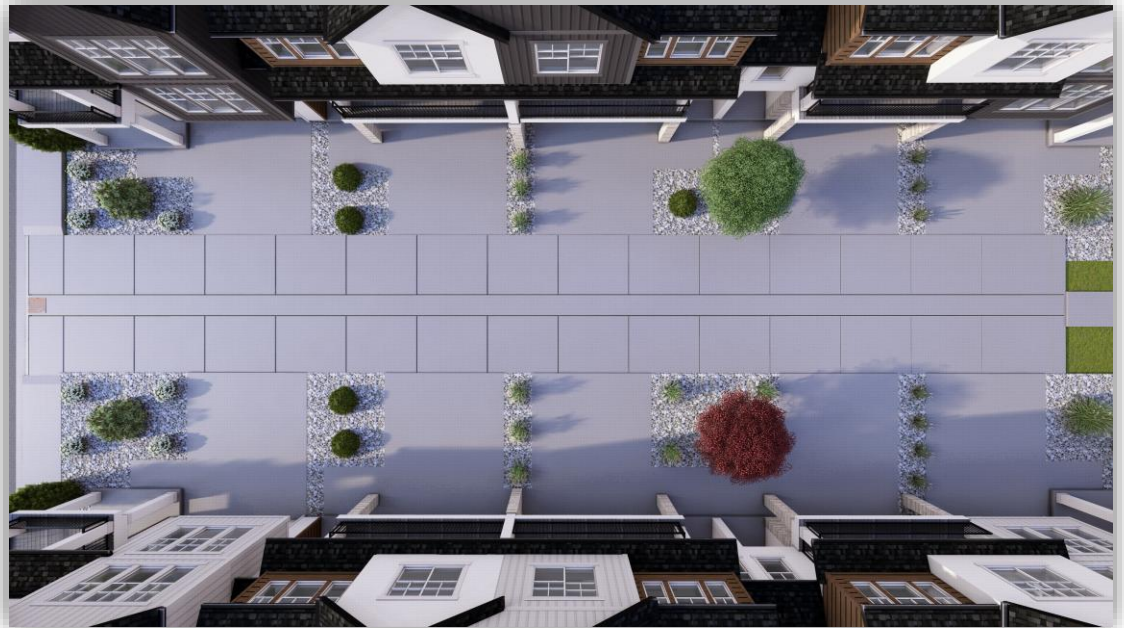
Safety and Shared Use Design

All alleyways will be designed with pedestrian safety as a primary consideration. Each alley will be at least 20-feet in width, providing adequate space for both vehicle passage and pedestrian movement within a shared-surface environment. Features such as enhanced paving materials, clear sightlines and adequate lighting will ensure that both vehicles and pedestrians can comfortably share these spaces.

Design elements may include:

- Textured or decorative paving to visually cue drivers to pedestrian presence
- Curbless or shared-surface design to reinforce the multi-use nature of alleyways
- Landscape accents or planters to soften edges and define pedestrian zones

Private alleyways and landscaping will be maintained by the Kimballs Station Homeowner's Association.



2D: Building Heights and Massing

The Kimballs Station development is designed to establish a high-quality, urban residential environment that aligns with the vision and density objectives of Draper City's Station Area Plan.

Height and Urban Form

Building heights within Kimballs Station will reflect a fully realized Station Area buildout, promoting an urban residential character consistent with the City's long-range plans for this district. The project will feature a mix of 3- and 4-story buildings that create a strong street presence, reinforce a pedestrian-oriented scale, and frame public spaces and internal streets with visually engaging façades.

Building Height Standards

Building heights will vary by product type and location to create architectural diversity and interest throughout the community. 4-story condominium buildings shall be a maximum of 60 feet in height, measured from the average adjacent finished grade to the average pitch of the roof. 3-story townhomes and condominium buildings shall be a maximum of 50 feet in height, measured from the average adjacent finished grade to the average pitch of the roof.

Building Articulation

Building forms will be broken up using horizontal and vertical articulation, balconies, varied rooflines, and changes in materials and colors. These elements will ensure visual richness and maintain a comfortable human scale despite the higher density consistent with the images shown on this page.

Roof Forms, Architectural Elements, and Covered Parking Structures

Rooflines will vary across building clusters to enhance visual interest while maintaining a cohesive overall aesthetic. Pitched, flat, or parapet roofs may be utilized as appropriate to each architectural style. Building entries and corner elements will receive additional design emphasis through articulation, glazing, and materials that enhance the project's urban character and contribute to a unified neighborhood identity.





3A: Open Space Framework

The Kimballs Station community plan provides functional open space in the form of trails, clubhouse and pool/hot tub area, playgrounds, gathering and seating areas, dog parks, pocket parks and landscaping without compromising the projects approved density rights. Open spaces will not only provide recreational opportunities and visual relief within a dense urban setting but will also serve as essential components of the project's stormwater management, pedestrian circulation, and neighborhood identity.

East Jordan Canal

The East Jordan Canal is integrated into the project's design as a public-facing amenity with a walking trail on the west side of the canal and enhanced native plantings. This trail will extend from Kimballs Lane on the north to 11900 South on the southern end.

Connectivity

Pedestrian pathways connect all parts of the community with the goal of Trax ridership in mind. Trails are designed for accessibility, safety, and comfort. Trails connect key nodes such as pocket parks, open lawn areas, the clubhouse and pool area, and seating areas. A crosswalk connecting the project to the Kimballs Lane Trax Station will further align with Draper's vision for increased use of public transit.

Landscaping Design and Materials

Landscaping throughout Kimballs Station will establish a unified aesthetic that complements the architecture and reinforces the urban character of the community. A mix of native and drought-tolerant species will be utilized to create visual interest, ensure sustainability, and minimize long-term maintenance needs. Street trees, plantings, and buffer zones will be carefully arranged to define edges, provide shade, and soften building massing. Landscape maintenance standards will ensure that all open spaces remain attractive, functional, and safe over time. All common space landscaping will be owned and maintained by the Kimballs Station Homeowner's Association.

A professionally designed landscape plan, provided at the subdivision and site plan approval stage, will be utilized to ensure consistent theming and visual appeal throughout the project.

3B: Site Amenities

Clubhouse Area

Kimballs Station includes a very robust amenities package. A Clubhouse, hot tub, and pool area are planned to accommodate a range of resident's needs and activities. This large clubhouse, exceeding 4,800 square feet, will serve as the primary community hub. It will include a food serving area, fitness room, work zones, game room, and lounge spaces for informal gatherings, meetings, or events. Clubhouse will be open to the residents of Kimballs Station as well as private, reservable areas for family & friend gatherings. Interior design will emphasize openness and comfort, featuring ample natural light, durable materials, and a modern aesthetic.

This clubhouse will be strategically located with convenient pedestrian access from residential clusters and nearby open space areas, fostering walkability and neighborhood interaction.

Pool and Outdoor Amenity Area

Adjacent to the clubhouse, a 25' x 50' outdoor swimming pool and hot tub will serve as a key recreational feature within the development. The pool area will include ample lounge seating, shaded awnings, and social seating areas, designed to create a resort-style atmosphere for residents. Landscaping, fencing, and lighting will be incorporated to provide safety, privacy, and aesthetic appeal.

Design and Integration

The clubhouse building materials, rooflines, and detailing will complement the surrounding townhome and condominium architecture, reinforcing a cohesive community identity.



3C: Clubhouse



3D: Additional Site Amenities



3D: Additional Site Amenities



4A: Architecture

The design of buildings within the project will emphasize timeless, durable materials, human-scale proportions, and thoughtful detailing that contribute to a distinctive yet harmonious neighborhood identity. Detailed architectural designs, elevations, and material percentages are shown as Exhibit D in the First Amendment to the Kimballs Station Development Agreement.

Architectural Character and Consistency

All buildings within Kimballs Station will exhibit a consistent architectural style and character. While individual buildings may vary in form and detailing, the overall composition will maintain a cohesive aesthetic designed to stand the test of time.

Building Materials and Façade Treatments

Primary exterior materials will include a combination of brick, stone, composite siding, and stucco, applied to all four sides of every structure to ensure a fully finished and high-quality appearance. Brick and stone will be used as grounding materials to convey permanence and quality. Composite siding will offer a contemporary aesthetic and long-term resilience. Stucco finishes will be applied with attention to texture and detailing to complement other materials and architectural forms. Façades and exterior materials will be consistent with the images shown in these Design Standards.

Roof Design and Pitches

Roof forms within the development will vary between flat and pitched designs to create visual diversity and architectural variation. Primary roof pitches will generally range from 5:12 to 10:12, allowing for distinct massing and varied streetscapes. Porch roofs may employ lower slopes, typically around 3:12, to enhance entry definition and pedestrian scale. Overhangs, parapets, and cornice details may be used to provide shadow and articulation, reinforcing architectural character and continuity.

Color Palette and Coordination

Exterior colors will be muted and natural in tone, reflecting the quality and permanence of the architecture. The palette will generally include a range of earth tones, warm neutrals, grays, off-whites, and subtle accent hues that harmonize with brick, stone, and composite materials.

Porches and Entry Features

Front porches and patios are essential architectural elements, serving to enhance the streetscape and encourage community interaction. Porch materials and detailing will be consistent with the main building architecture, with attention given to columns, railings, and trim design to ensure a unified appearance.

Architectural Detailing and Durability

Architectural detailing will focus on clean lines, proportionate massing, and quality craftsmanship. Window and door trim, cornices, and accent materials will be used to provide depth and variation. The combination of durable materials, well-defined forms, and refined detailing will create an environment that maintains its appeal over time.



5A: Purpose

The standards and specifications set forth in these design standards for Kimballs Station shall govern the development and construction of all improvements in the project. To the extent there are any differences or inconsistencies between the standards set forth herein, on the one hand, and the provisions of the City code, on the other hand, the standards and specifications in these design standards shall govern. Moreover, the site layout, building architecture, and site amenities within the project shall be built in a manner consistent with the images contained in these design standards.



**Exhibit “D”
Architectural Designs**

Attached



Aria (14 Plex)
Color A

Elevation Material Percentages

- FRONT**
- Stucco: 38%
 - Composite: 38%
 - Stone/Brick: 24%
- BACK**
- Stucco: 45%
 - Composite: 39%
 - Stone/Brick: 16%
- SIDE**
- Stucco: 53%
 - Composite: 3%
 - Stone/Brick: 44%



Aria
Back Elevation



Aria (14 Plex)
Color B



Aria
Side Elevation



Aria (14 Plex)
Color C

ARIA  CONDOS



Asher (14 Plex)
Color A

Elevation Material Percentages

- FRONT**
- Stucco: 41%
 - Composite: 37%
 - Stone/Brick: 22%
- BACK**
- Stucco: 45%
 - Composite: 37%
 - Stone/Brick: 18%
- SIDE**
- Stucco: 52%
 - Composite: 3%
 - Stone/Brick: 45%



Asher
Back Elevation



Asher (14 Plex)
Color B



Asher
Side Elevation



Asher (14 Plex)
Color C



Asher (10 Plex)
Color A

Elevation Material Percentages

- FRONT
 - Stucco: 42%
 - Composite: 26%
 - Stone/Brick: 32%
- BACK
 - Stucco: 43%
 - Composite: 32%
 - Stone/Brick: 25%
- SIDE
 - Stucco: 36%
 - Composite: 3%
 - Stone/Brick: 61%



Asher
Back Elevation



Asher (10 Plex)
Color B



Asher
Side Elevation



Asher (10 Plex)
Color C



Finley (10 Plex)
Color A

Elevation Material Percentages

- FRONT
- Stucco: 58%
 - Composite: 36%
 - Stone/Brick: 6%
- BACK
- Stucco: 58%
 - Composite: 36%
 - Stone/Brick: 6%
- SIDE
- Stucco: 59%
 - Composite: 41%
 - Stone/Brick: 0%



Finley
Back Elevation



Finley (10 Plex)
Color B



Finley
Side Elevation

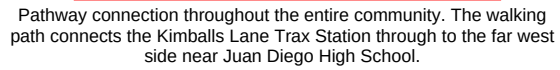


Finley (10 Plex)
Color C

**Exhibit “E”
Amenities and Open Space Plan**

Attached

Draper, UT



Clubhouse with pool, exercise facility, and gathering area both indoors and out.

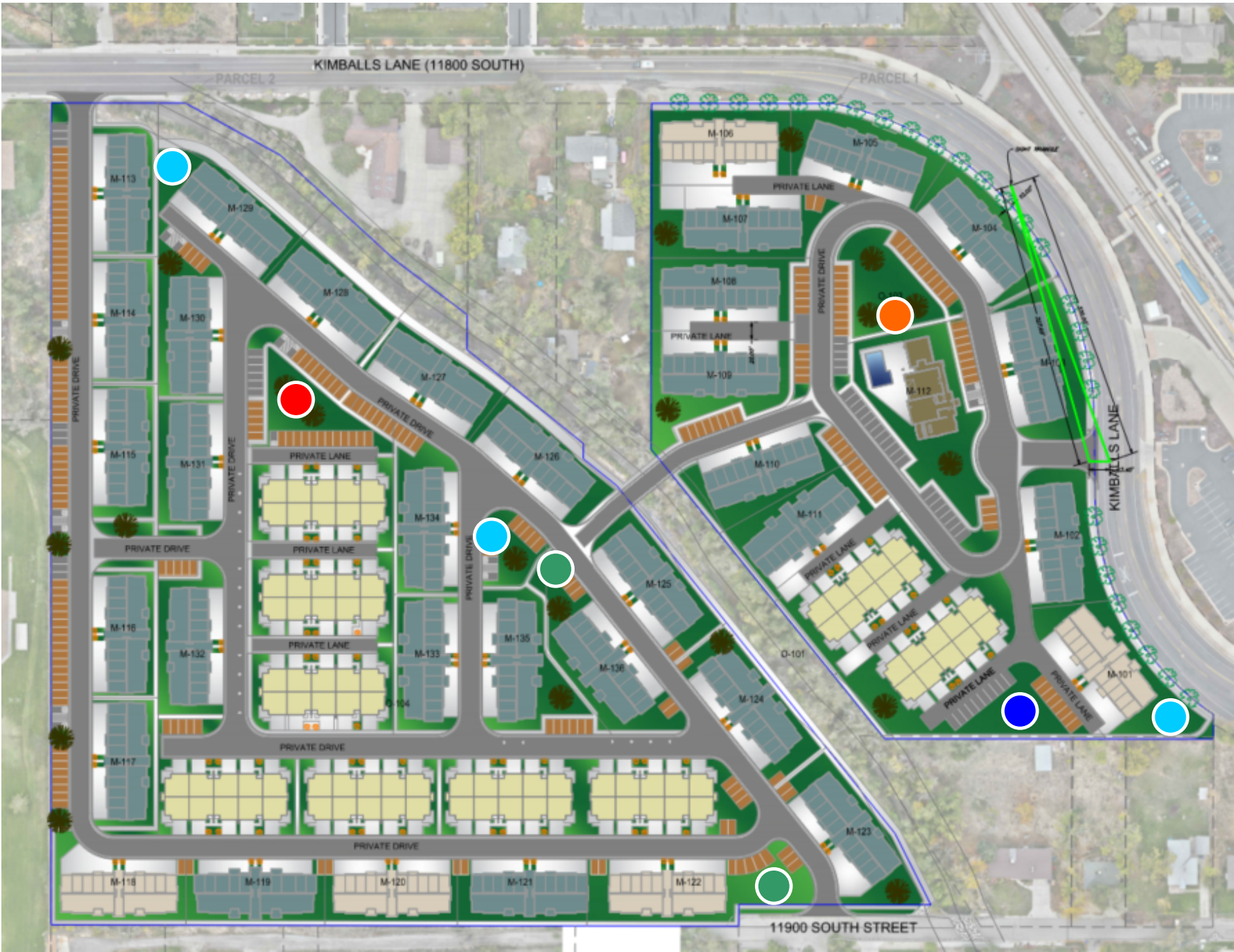


Kimball's Station Amenities

Draper, UT

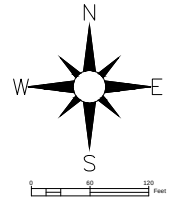


Gathering areas that are purposefully designed spaces where residents can socialize, relax, and build a sense of connection. These areas include features like seating, shade structures, green spaces, BBQ areas, a dog park, and tot-lots that encourage people to spend time outdoors.



**Exhibit “F”
Parking Plan**

DRAPER KIMBALLS LANE STATION
PRELIMINARY SITE PLAN



PARCEL 1 - PRODUCT MATRIX		
DESCRIPTION	QUANTITY	UNITS
14-PLEX 4-STORY CONDO	9	126
10-PLEX 3-STORY CONDO	2	20
B2B 10-PLEX TOWNHOME	2	20
TOTAL	13	166

PARCEL 1 - PARKING MATRIX	
DESCRIPTION	QUANTITY
OUTDOOR COVERED PARKING	72
OUTDOOR UNCOVERED PARKING	33
DRIVEWAY PARKING	150
GARAGE PARKING	150
STREET PARKING	0
TOTAL	405

PARCEL 2 - PRODUCT MATRIX		
DESCRIPTION	QUANTITY	UNITS
14-PLEX 4-STORY CONDO	21	294
10-PLEX 3-STORY CONDO	3	30
B2B 10-PLEX TOWNHOME	7	70
TOTAL	31	394

PARCEL 2 - PARKING MATRIX	
DESCRIPTION	QUANTITY
OUTDOOR COVERED PARKING	168
OUTDOOR UNCOVERED PARKING	27
DRIVEWAY PARKING	380
GARAGE PARKING	380
STREET PARKING	15
TOTAL	970

PARCEL 1

AREA: 310,396 SQ. FT., 7.13 ACRES
IMPERVIOUS AREA: 215,826 SQ. FT.
OPEN SPACE AREA: 94,570 SQ. FT.

PARCEL 2

AREA: 604,693 SQ. FT., 13.88 ACRES
IMPERVIOUS AREA: 466,278 SQ. FT.
OPEN SPACE AREA: 138,415 SQ. FT.

LEGEND:

- 10-PLEX 3 STORY CONDO
- 14-PLEX 4 STORY CONDO
- B2B 10-PLEX TOWNHOME
- COVERED PARKING



DRAPER CITY

CITY ENGINEER DATE

DATE	BY	DATE	BY

PROJECT NO.	DATE	DATE	DATE
2021-01-20	2021-01-20	2021-01-20	2021-01-20
2021-01-20	2021-01-20	2021-01-20	2021-01-20
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2021-01-20	2021-01-20	2021-01-20	2021-01-20
2021-01-20	2021-01-20	2021-01-20	2021-01-20

EDGE HOMES
KIMBALLS LANE STATION
PLANNING CONCEPT PLAN

SHEET NUMBER
03
OF 07 SHEETS
DRAWING NAME
SP01





Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

February 27, 2026

To: Draper City Planning Commission
Business Date: March 12, 2026

From: Development Review Committee

Prepared By: Jennifer Jastremsky, AICP, Community Development Director / Zoning
Administrator
Planning Division
Community Development Department
801-576-6328, jennifer.jastremsky@draperutah.gov

Re: Kimballs Junction – Development Agreement Amendment Request

Application No.: 2025-0293-DA

Applicant: Mike Winters, representing Edge Homes

Project Location: 632 E Kimballs Ln

Current Zoning: RM2 (Multi-family Residential) Zone

Acreage: 21 Acres (Approximately 915,089 ft²)

Request: Request for approval of a Development Agreement Amendment in the RM2 zone regarding the establishment of design standards and the adoption of a concept plan for the Kimballs Junction development.

BACKGROUND AND SUMMARY

This application is a request for approval of a Development Agreement Amendment for approximately 21 acres located on the south side of Kimballs Ln, at approximately 632 E Kimballs Ln (Exhibit C & D). The property is currently zoned RM2. The applicant is requesting the City review and adopt design standards and a concept site plan for the property.

The application includes six properties. Two of the properties contain no structures and have been used for agricultural purposes. The other four contain single family homes built in 1947, 1952 (two of the homes), and 2005.

The City Council approved a Development Agreement, Zoning Map Amendment, and Land



Use Map Amendment on June 17, 2025 for five of the six properties. These applications allow for the property to be built with multi-family residential at a density of 25-27 dwelling units per acre. The Development Agreement also called for 30 work force housing units to be built on the property and that the applicant would work with the City on a concept plan to bring back in an amendment. On October 21, 2025 the City Council approved a Zoning Map Amendment and Land Use Map Amendment to the property located at 625 E 11900 S to the RM2 zone and Residential High-Density land use designation. The current application will formally add the property into the boundaries of the Development Agreement.

The City Council approved the Kimballs Station Area Plan on September 2, 2025. This master plan looks at overall development within a ½ mile radius of the Kimballs Lane TRAX Station. The plan called for multi-family housing on the subject property. The recommendations for the Kimballs Lane Station have been included as Exhibit H of this report.

ANALYSIS

General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Residential High Density	Exhibit E
Current Zoning	RM2	Exhibit F
Proposed Use	Multi-family Residential	
Adjacent Zoning		
East	RA1 (Residential Agricultural, 40,000 sq ft lot minimum)	
West	R3 (Single-family Residential, 13,000 sq ft lot minimums), A5 (Agricultural, 5-acre lot minimum)	
North	RA1, RM2	
South	RA1, RA2 (Residential Agricultural, 20,000 sq ft lot minimum)	

The Residential High Density land use designation is characterized as follows:

Residential High Density

LAND USE DESCRIPTION			
CHARACTERISTICS	• Abundant landscaping • Architectural variation between units and/or buildings, designed to look like houses, not boxes • Avoid walls and fences, except for screening and buffering with neighboring developments		
LAND USE MIX	<table> <tr> <td> Primary • Patio homes • Townhouses • Multifamily housing </td><td> Secondary • Parks • Churches • Schools • Open Space </td></tr> </table>	Primary • Patio homes • Townhouses • Multifamily housing	Secondary • Parks • Churches • Schools • Open Space
Primary • Patio homes • Townhouses • Multifamily housing	Secondary • Parks • Churches • Schools • Open Space		
DENSITY	• Density range: 8-12 dwelling units per acre		
COMPATIBLE ZONING	• Institutional care (IC) • Multiple-family Residential (RM1) • Multiple-family Residential (RM2) • Master Planned Community (MPC)		
LOCATION	• Near retail centers, offices, or other compatible uses • Near major transit investment corridors		
OTHER CRITERIA	• Care must be taken to minimize impacts on other residential areas to provide adequate circulation to accommodate the traffic demands • The developer must demonstrate that the project provides a quality living environment		

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the RM2 zone is to "*permit well designed apartments, townhomes, twin homes, and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.*"

Development Agreement Amendment. The proposed Development Agreement Amendment can be found in Exhibit G, which includes the updated Development Agreement Amendment document and the associated drawings. The proposed Development Agreement Amendment sets design standards for the overall Kimballs Junction project by providing concept site plan (page 12 of Exhibit G), design standards and building elevations (page 13 of Exhibit G), open space and amenity plan (page 14 of Exhibit G), and a parking plan (page 15 of Exhibit G). The development includes three-and-four-story condo buildings and three-story townhome buildings. The overall density is 26.6 du/ac, with 560 overall units.

In addition to setting concept designs, the proposed Development Agreement Amendment permits the following:

1. Change the name of development to Kimballs Station.

2. Provide for a clubhouse with pool, hot tub and work out room; pocket parks; dog park; playgrounds; and outdoor seating areas.
3. Provides a public trailway along the East Jordan Canal from Kimballs Ln to 11900 South. The trail will be dedicated to the City and will hopefully preserve habitat for the existing wildlife along the canal to remain, and usable space for residents to enjoy. The Development Agreement Amendment states that the applicant will make reasonable good-faith efforts to preserve existing trees along the canal so long as such trees do not interfere with the physical improvements to be constructed in the development.
4. Installation of an 8-foot buffer wall located on the west property line adjacent to existing residential uses.
5. Restriction of vehicular access to 11900 S to emergency access only utilizing collapsible bollards.
6. Deviations from DCMC Section 9-32-030(A) regarding variations to residential unit sizes, rooflines, building heights, the maximum height of multiple family structures adjacent to less intense land uses, and the maximum number of attached units for townhouse style buildings. The development will be built in a manner that does not fully comply with all such requirements. Instead, the development will comply with the design and development standards included in the Development Agreement Amendment.
7. Deviations from DCMC Section 9-32-030(B). This section requires at least 50% brick, stone or synthetic stone on all sides of structures, and color variation of garage doors. The development will not comply with these requirements and will instead be built per the design and development standards shown in the Development Agreement Amendment.
8. Deviations from DCMC Section 9-32-030(C). This section imposes minimum setbacks for multiple-family structures over three stories in height; minimum width of 26-feet for alley accessways; garage setbacks of 20-feet from the right-of-way or alley; driveway depths of at least 20-feet excluding sidewalks; and setbacks between dwelling structures of not less than 15-feet. The applicable standards for this development will be as follows:
 - a. For multiple-family structures over three stories in height, the minimum setback will be ten-feet from the right-of-way of adjacent public roads;
 - b. The minimum width of alley accessways shall be twenty-feet;
 - c. Garage setbacks shall not be less than eighteen-feet from the right-of-way or private street;
 - d. Driveway depths shall be at least 18-feet excluding sidewalks; and
 - e. The distance between dwelling structures shall not be less than ten-feet.
9. Deviations from DCMC Section 9-32-030(D). This section requires sidewalks on both sides of all private streets. Sidewalks and pedestrian pathways will be installed throughout the development as shown in Development Agreement Amendment. The pedestrian pathways have been designed to minimize conflict between pedestrians and vehicles.

10. Deviations from DCMC Sections 9-32-030(C), 9-23-090 and 9-23-110. These sections impose perimeter landscaping requirements, a variety of different land use buffer requirements, and wall heights. This development will comply with the land use buffers set forth in the Development Agreement Amendment.
11. Deviations from DCMC Section 9-32-030(E). This section requires a minimum of 30% open space. This development will provide a minimum of 25% open space.
12. Deviations from DCMC 9-10-090, Table 9-10-3. This section imposes a maximum building height of 35-feet, but the four-story condominium buildings in this development will have a maximum height of 54-feet.
13. Deviations from DCMC Section 9-25-070. This section imposes various size requirements for carports, garages and other parking areas. The parking dimensions for this development will vary as follows:
 - a. Carports shall have a minimum inside dimension of nine-feet wide by eighteen-feet deep.
 - b. Parallel parking spaces shall be a minimum of twenty-feet deep.
14. Deviations from DCMC Section 9-26-070(B)(2). This section imposes certain requirements regarding the size and location of permanent on-site signs. The signage for this development will be determined in connection with Site Plan approval, and shall comply with the following requirements:
 - a. Signs at each entrance to the development shall not exceed the standard monument sign sizes set forth in DCMC Section 9-26-070(A)(2);
 - b. No more than two free standing signs are allowed, which shall be less than six feet (6') in height and the face of the signs shall be no more than twenty-four (24) square feet in size. The location of these signs will be determined in connection with Site Plan approval of the Project.
15. Deviations from DCMC Section 9-23-070(B). This section requires the preservation of trees and vegetation within the areas of required perimeter plantings, land use buffers, and yards. These standards will not apply to this development; however, the applicant has stated they will make reasonable good-faith efforts to preserve existing trees along the canal so long as such trees do not interfere with the physical improvements to be constructed in the development.
16. Deviations from Engineering Design Standards for the frontage improvements adjacent to the development on Kimballs Ln, no park strip will be installed. Instead, the applicant shall construct and dedicate to the City a ten-foot wide sidewalk adjacent to back of curb with trees planted every thirty-feet, as shown in the design and development standards shown in the Development Agreement Amendment.
17. Additional deviations from any other provision of the DCMC that would conflict with the layout, standards, and designs set forth in Development Agreement Amendment; however, the development shall still comply with applicable DCMC provisions directly affecting life, safety, and fire protection.
18. Minor deviations from the Development Agreement Amendment to be approved administratively by staff during the site plan, and subdivision plat reviews and approvals. Minor deviations are changes that: (i) do not materially affect the overall

design and development standards of the development; or (ii) are necessary due to unforeseen technical or engineering considerations.

Criteria For Approval.

DCMC does not contain criteria for review and potential approval of a Development Agreement. It does, however; contain a list of items that are required as part of an Agreement and limitations to a Development Agreement, as found in DCMC Section 9-5-200(C) and (D). This section depicts the required materials for such requests as:

- C. *Procedure: All development agreements, upon proper execution, shall be recorded with the respective County Recorder's Office, shall run with the land, and shall be binding on all successors in the ownership of the affected property. A development agreement shall contain, at a minimum, the following:*
1. *A legal description of the land subject to the development agreement.*
 2. *The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.*
 3. *The configuration of the project as shown on a project master plan.*
 4. *A statement of the benefits and value the development agreement will have for the City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.*
 5. *The time frames for performance by the parties.*
 6. *A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.*
 7. *Provisions for enforcement of the terms and conditions of the development agreement.*
 8. *Provisions for making amendments to the development agreement.*
 9. *The time limitation of the agreement.*
 10. *Such other terms as may be proposed and agreed to between the City and developer or subdivider.*
- D. *Limitations:*
1. *A development agreement under this section may not:*
 - a. *Limit the City's authority in the future to:*
 - i. *Enact a land use regulation; or*
 - ii. *Take any action allowed under Utah Code Annotated Section 10-8-84, as amended;*
 - b. *Require the City to change the zoning designation of an area of land within the City in the future; or*
 - c. *Contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, unless the city council approves the*

development agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Annotated Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

2. *The City may not require a development agreement as the only option for developing land within the City.*
3. *To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by;*
 - a. *Utah Code Annotated 10-9a-530, as amended; and*
 - b. *Applicable land use regulations of this Title.*

Staff has reviewed the Development Agreement Amendment proposal. The Engineering Division has some additions that they would like included in the Development Agreement Amendment. Public improvements, such as sidewalk, park strip, curb and gutter, are required on both Kimballs Lane (11800 South) and 11900 South, except as modified by the Development Agreement Amendment. Where this project is effectively cutting off the potential extension of the public portion of 11900 South to connect to a public street in the future, a public cul-de-sac is required at the end of the public portion of the street to provide a turn-around that meets city standards. The cul-de-sac provides the required turn-around space for garbage trucks, snow plows, and emergency vehicles, as well as any public traffic using 11900 South. The concept site plan currently shows a hammer head turn around at the end of 11900 South, which may be impeded by the proposed collapsible bollards. Emergency services would be able to remove the collapsible bollards to turn around, but garbage trucks, snow plows, and the public would not.

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Development Agreement Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Development Agreement Amendment submission. Comments from these divisions, if any, can be found in Exhibit A.

Building Division Review. The Draper City Building Division has completed their review of the Development Agreement Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Fire Division Review. The Draper City Fire Marshal has completed his review of the Development Agreement Amendment submission. Comments from this division, if any, can

be found in Exhibit A.

Legal Division Review. The Draper City Attorney has completed his review of the Development Agreement Amendment submission. Comments from this division, if any, can be found in Exhibit A.

Noticing. Notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review the request based on the findings listed below and the criteria for approval, or denial as listed within the staff report. The Planning Commission should also review the request, hear from the applicant, and receive public comment prior to making a decision.

If the Planning Commission decides to make a positive recommendation for approval of the request, staff recommends they include the following additional recommendations:

1. That right-of-way dedication is required for all public streets and shall comply with the city standard street sections, except for the modifications to the sidewalk/parkstrip configuration on Kimballs Ln as outlined in the Development Agreement Amendment.
2. The public improvements are required on all public street frontages, including street widening to the current city standard street width, curb, gutter, park strip, and sidewalk, with the exception of the sidewalk/parkstrip configuration on Kimballs Ln as outlined in the Development Agreement Amendment.
3. That at the west end of 11900 South where the public street ends, the north half of a public cul-de-sac that meets the city standard of 100-foot diameter right-of-way, be constructed and dedicated to the city.

MODEL MOTIONS AND FINDINGS

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Development Agreement Amendment, as requested by Mike Winters, representing Edge Homes for Kimballs Junction Development Agreement Amendment, application 2025-0293-DA, based on the findings for approval and subject to the recommendations listed in the Staff Report dated February 27, 2026.

Findings for Approval:

1. The Development Agreement Amendment complies with DCMC Section 9-5-

- 200(C) and (D).
2. The Development Agreement Amendment substantially complies with the intent of the Kimballs Lane Station Area Plan.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the Development Agreement Amendment, as requested by Mike Winters, representing Edge Homes for Kimballs Junction Development Agreement Amendment, application 2025-0293-DA, based on the findings for approval and subject to the recommendations listed in the Staff Report dated February 27, 2026 and as modified by the following additional or modified recommendations below:

Additional Recommendations:

1. List any additional or modified recommendations...

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Development Agreement Amendment, as requested by Mike Winters, representing Edge Homes for Kimballs Junction Development Agreement Amendment, application 2025-0293-DA, based on the findings for denial listed in the Staff Report dated February 27, 2026, and as modified by the findings below:

Findings for Denial:

1. The Development Agreement Amendment does not substantially comply with the intent of the Kimballs Lane Station Area Plan.

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission and/or City Council.

Todd Draper

Digitally signed by Todd Draper
DN: C=US,
E=todd.draper@draperutah.gov,
O=Draper City Community
Development Department,
OU=Planning and Zoning,
CN=Todd Draper
Date: 2026.03.05 13:57:41-0700'

Draper City Public Works Department

Draper City Planning Division

Don Buckley

Digitally signed by Don Buckley
DN: C=US, E=don.buckley@draper.ut.us,
O=Draper City Fire Department, OU=Fire
Marshal, CN=Don Buckley
Date: 2026.03.05 12:49:56-0700'

Draper City Fire Department

Draper City Legal Counsel

Matthew Symes

Digitally signed by Matthew Symes
DN: C=US,
E=matt.symes@draperutah.gov,
O=Draper City Corp., CN=Matthew
Symes
Date: 2026.03.05 11:48:09-0700'

Draper City Building Division

EXHIBIT A DEPARTMENT REVIEWS

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

Planning Division Review.

1. Planning Staff has no outstanding redlines on the Development Agreement Amendment. The Planning Commission will need to review the documents and the proposal to determine if it is in substantial compliance with the intent of the Kimballs Station Area Plan.
2. The proposed development will provide the high-density housing that the State Legislature is looking for while completing missing sidewalk sections along Kimballs Ln and providing a public trailway for the nearby residents.

Engineering and Public Works Divisions Review.

1. Public right-of-way dedication is required on all public streets meeting the city standard street sections, with a modification to the sidewalk/parkstrip configuration on Kimballs Ln as outlined in the Development Agreement Amendment.
2. Public improvements are required on all public street frontages, including street widening to the current city standard street width, curb, gutter, park strip, and sidewalk, with a modification to the sidewalk/parkstrip configuration on Kimballs Ln as outlined in the Development Agreement Amendment.
3. At the end of the 11900 South where the public street ends, the north half of a public cul-de-sac that meets the city standard of 100-foot diameter right-of-way, be constructed and dedicated to the city.

Fire Division Review.

1. No comments provided.

EXHIBIT B LEGAL DESCRIPTION

The Property includes the following parcels identified by Salt Lake County Tax Parcel Number:

Tax Parcel 28-30-227-006

Beginning 514.55 feet South 89°47'37" West and 33 feet South 00°08'47" East from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°47'37" West 129 feet; thence South 00°08'47" East 394.97 feet; thence South 39°09'14" East 98.03 feet; thence North 00°08'47" West 326.21 feet; thence North 89°47'37" East 67.30 feet; thence North 00°08'47" West 145 feet to the point of beginning.
(0.837 acres)

Tax Parcel 28-30-227-014

Beginning at a point South 89°47'37" West 514.55 feet and South 0°08'47" East 33 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°47'37" East 80.24 feet, more or less, thence Southeasterly along a 373.00 foot radius curve to the right 504.17 feet (the chord of which bears South 39°42'52" East 466.66 feet); thence South 0°59'33" East 77.65 feet; thence Southeasterly along a 305.51 foot radius curve to the left 305.74 feet (the chord of which bears South 27°43'34" East 293.14 feet); thence South 0°07'56" East 25.27 feet, more or less, thence South 89°47'37" West 373.58 feet, more or less; thence North 39°09'14" West 327.47 feet; thence North 0°08'47" West 326.21 feet; thence North 89°47'37" East 67.30 feet; thence North 0°08'47" West 145.00 feet to the point of beginning.
(6.288 acres)

Tax Parcel 28-30-226-001

Beginning at a point which is South 0°05'15" West along the Section line 974.0 feet and North 89°54'45" West 728.61 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°55' East 534.11 feet to the Westerly bank of the East Jordan Canal; thence North 51°08' West (Deed: North 51°68' West) 168.68 feet; thence North 40.1 feet, more or less, to a point on the Easterly bank of the East Jordan Canal; thence Northwesterly along said Easterly bank of the East Jordan Canal to a point which is North 89°50' West along Section line 1209.9 feet and South 33 feet from the Northeast corner of said Section 30; thence North 89°50' West 124.2 feet to a fence corner; thence South 0°12' East 942.62 feet, more or less, along an old fence line; thence South 89°54'45" East 606.163 feet, more or less, to the point of beginning
(11.209 acres)

Tax Parcel 28-30-226-014

Beginning at a point which is South 00°05'15" West along the Section line 974 feet and North 89°54'45" West 607.81 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°54'45" West 120.80 feet; thence North 00°55'00" East 344.44 feet; thence South 89°54'45" East 115.29 feet; thence South 344.40 feet to the point of beginning.
(0.93 acres)

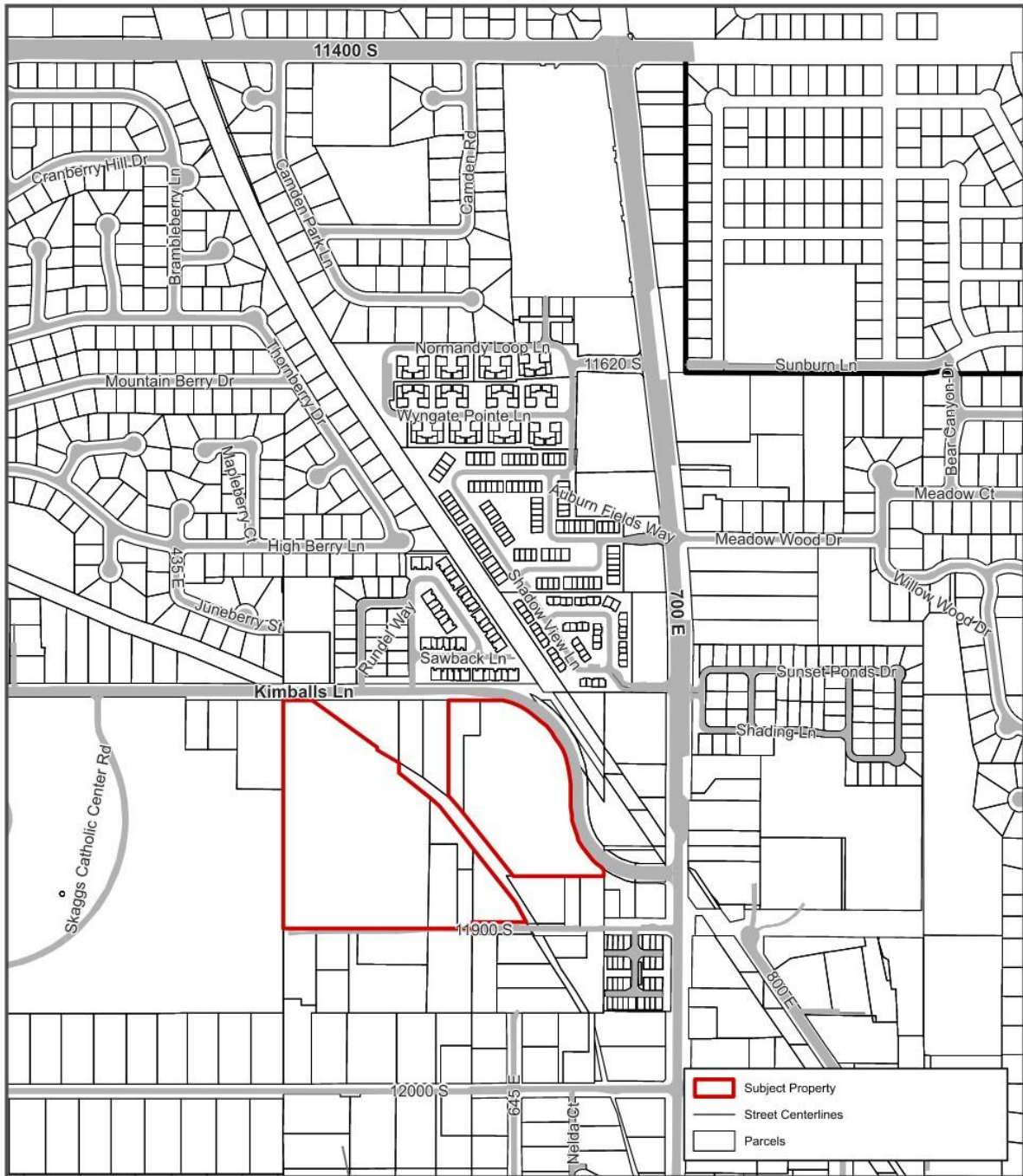
Tax Parcels 28-30-226-013 and 28-30-226-015

Beginning at a point which is South 00°05'15" West along the Section line 974 feet and North 89°54'45" West 542.01 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°54'45" West 65.80 feet; thence North 344.40 feet; thence North 89°54'45" West 115.29 feet; thence North 00°05'55" East 189.67 feet to the West bank of canal; thence South 51°08'00" East 49.52 feet; thence South 38°42'00" East 223.11 feet; thence South 329.12 feet to the point of beginning.
(0.911 acres)

Tax Parcel 28-30-226-005

Beginning at a point which is South 00°05'45" West 974 feet along the section line and North 89°54'15" West 309.79 feet and North 26°41'30" West 28.005 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 26°41'30" West 91.145 feet; thence North 38°41'30" West 286.149 feet; thence South 00° 00'54" West 304.41 feet; thence South 89°54'15" East 219.90 feet to the point of beginning.
(0.83 acres)

EXHIBIT C VICINITY MAP



Date Printed: 2/26/2026

Kimballs Junction Development Agreement

Vicinity Map



EXHIBIT D
AERIAL MAP



Date Printed: 2/26/2026

Kimballs Junction Development Agreement

Aerial Map

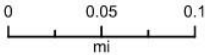
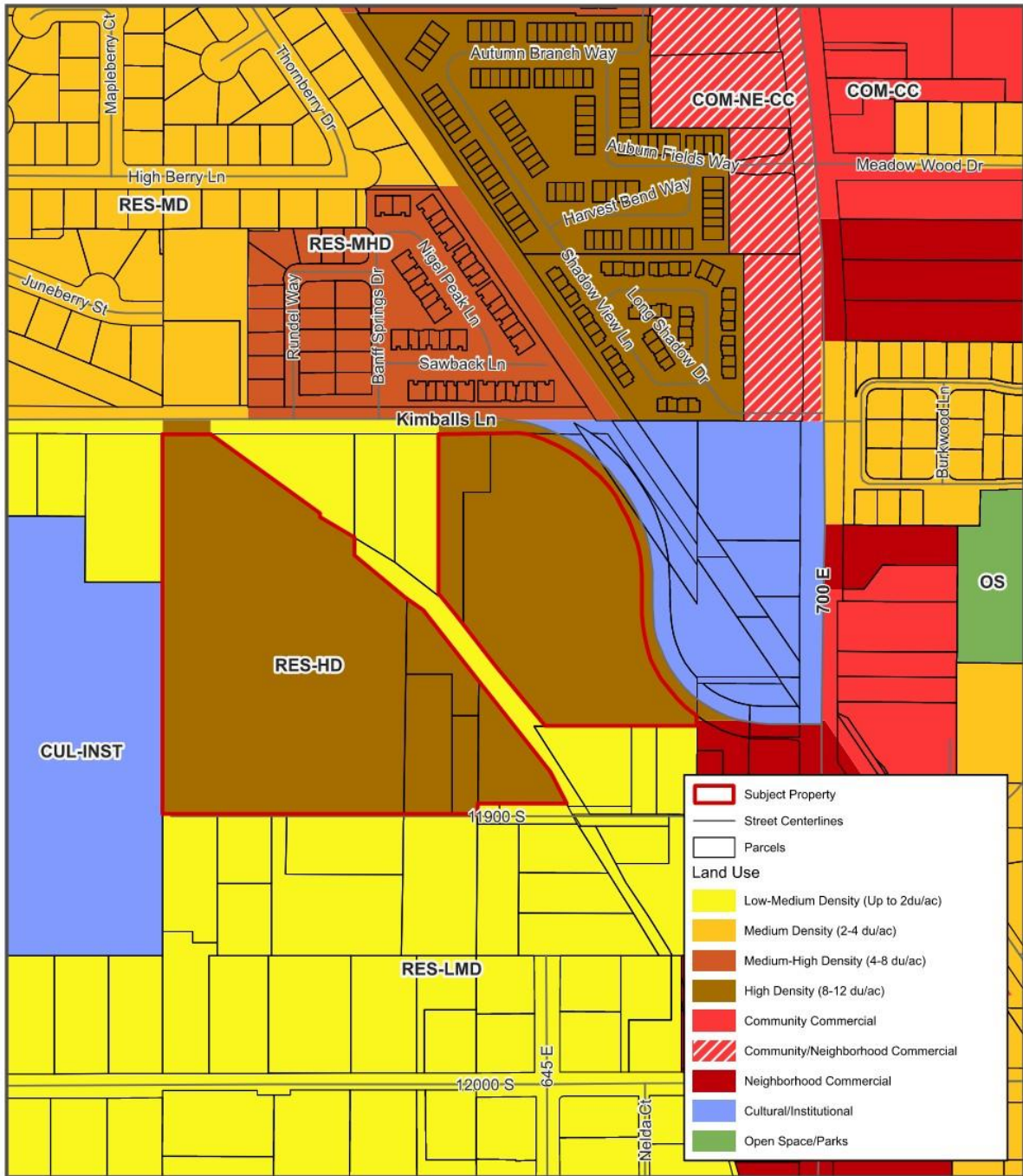


EXHIBIT E LAND USE MAP



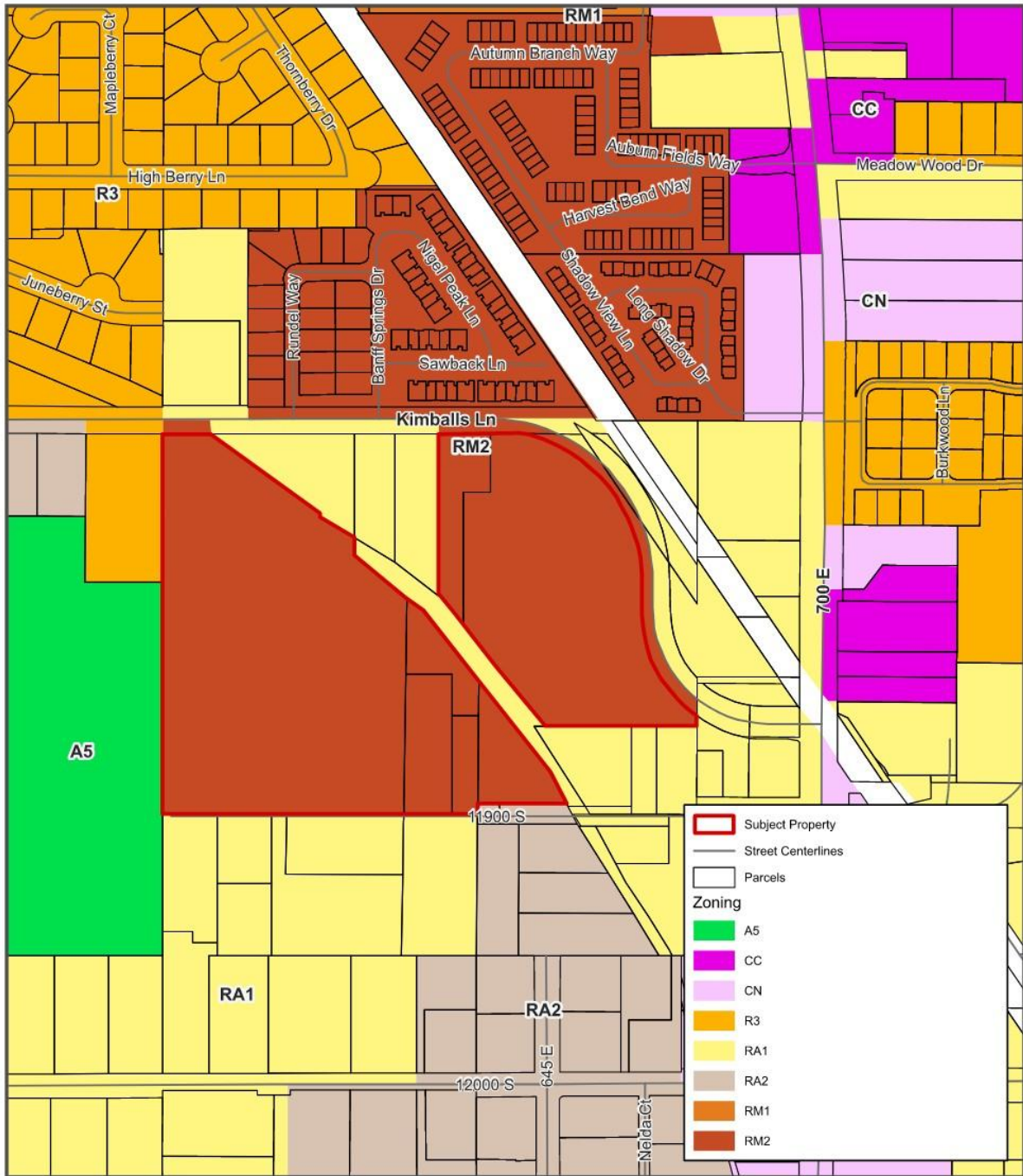
Date Printed: 2/26/2026

Kimballs Junction Development Agreement

Land Use Map



EXHIBIT F ZONING MAP



Date Printed: 2/26/2026

Kimballs Junction Development Agreement

Zoning Map

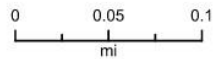


EXHIBIT G
DEVELOPMENT AGREEMENT AMENDMENT

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
FOR
KIMBALLS JUNCTION**

(a Planned Community in Draper City, Utah)

Date: _____

WHEN RECORDED, RETURN TO:

Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KIMBALLS JUNCTION

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KIMBALLS JUNCTION (this “**Amendment**”) is made and entered into as of the **xx** day of **month**, 2026, by and between Draper City, a Utah municipality (the “**City**”), Edge Land Kimballs Junction, LLC, a Utah limited liability company (“**Owner**”), and EDGE Homes Utah, LLC, a Utah limited liability company (“**Developer**”). The City, Owner, and Developer are sometimes referred to herein collectively as the “**Parties**.”

RECITALS

A. The City and Developer entered into that certain Development Agreement for Kimballs Junction dated June 17, 2025, which was recorded with the Salt Lake County Recorder’s Office on July 1, 2025, as Entry No. 14404896 (the “**Agreement**”) pertaining to approximately twenty (20) acres of real property described in *Exhibit A* of the Agreement (the “**Property**”).

B. Owner owns the Property, and Developer (an affiliated entity of Owner) intends to develop the Property into a new residential community.

C. Subject to its terms and provisions, the Agreement provides Developer with certain vested rights to develop a residential community on the Property with density of not less than 25 units per acre and not more than 27 units per acre (the “**Project**”), measured by dividing the total number of residential units by the total acreage of the Project.

D. The City’s legislative body approved the Agreement in accordance with the same procedures for enacting a land use regulation; accordingly, the Agreement complies with the requirements of Utah Code Ann. §10-20-508(2)(iii).

E. The Agreement provides for the Project to be expanded to include additional land adjacent to the north side of 11900 South so long as such additional land is contiguous to a parcel already included in the Project.

F. As set forth more fully below, Owner and Developer desire to expand the Project to include Salt Lake County Tax Parcel 28-30-226-005 (approximately 0.83 acres), thus expanding the size of the Project to be approximately twenty-one (21) acres.

G. To facilitate development of the Project, the Parties also desire to approve the Concept Site Plan attached hereto as Exhibit B (the “**Concept Plan**”) and adopt the design standards that will govern the Project in the form attached hereto as Exhibit C (the “**Design Standards**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties amend the Agreement and agree as follows:

1. Incorporation of Recitals, Exhibits and Definitions.

1.1. **Incorporation.** The foregoing Recitals and the attached **Exhibits “A” - “F”** are hereby incorporated into this Amendment.

1.2. **Definitions.** Unless otherwise defined in this Amendment, capitalized terms shall have the meanings specified in the “*Definitions*” section of the Agreement.

2. Expansion of the Project.

2.1. **Dunn Parcel.** Salt Lake County Tax Parcel 28-30-226-005, previously owned by Patrick and Staci Dunn, is hereby added to the Project. Owner purchased said parcel and acquired title to it via that certain Warranty Deed recorded in the Salt Lake County Recorder’s Office on February 13, 2026, as Entry No. 14500478. Accordingly, said parcel is included in the list of parcels comprising the Project in Exhibit A hereto.

3. Development of the Project.

3.1. **Concept Plan.** The Project shall be developed in accordance with the Concept Plan attached hereto as Exhibit B.

3.2. **Design and Development Standards.** The Concept Plan attached as Exhibit B together with the Design and Development Standards set forth in Exhibits C through F hereto shall govern the development and construction of the Project. To the extent said standards vary from the standards and requirements of the City’s zoning ordinances, including, without limitation, the provisions of Draper City Code § 9-32-010 et seq. (Multiple-Family Dwelling Development Standards) and Draper City Code § 9-23-010 et seq. (Landscaping and Screening), the Concept Plan attached as Exhibit B and the standards in Exhibits C through F of this Amendment shall govern and apply.

3.2.1. **Architecture.** The residential buildings in the Project shall be designed and constructed substantially similar to the architectural renderings and elevations attached hereto collectively as Exhibit D.

3.2.2. **Amenities and Open Space Plan.** The amenities and open space areas of the Project shall comply with the amenities and open space plan attached hereto as Exhibit E.

3.2.3. **Parking Plan.** Parking areas and parking stalls shall be provided in accordance with the parking plan attached hereto as Exhibit F.

3.2.4. **Buffer Wall.** Developer shall install an eight foot (8’) wall along that portion of the Project that is adjacent to Salt Lake County tax parcel 28-30-227-005. The wall shall be constructed with solid materials (not vinyl, chain link or wood slat).

Acceptable materials include concrete blocks (CMU), precast concrete, stone, brick, concrete with stucco, or Rhinorock precast concrete/composite. Developer shall obtain the required permit from the City prior to installing the wall.

3.2.5. 11900 South Connection. 11900 South shall not be used for vehicular ingress or egress to or from the Project. Instead, where the Project connects to 11900 South, collapsible bollards shall be installed for emergency access only.

3.3. Additional Plans/Studies. In connection with Developer's submissions for subdivision plat approval for the Project, Developer shall also submit a Site Plan application, including civil site plan drawings, lighting plans (i.e., photometric plans), landscaping and irrigation plans, building elevations, and traffic studies to be reviewed as part of the site plan application process.

3.4. Exemptions. To comply with the objectives of the Kimballs Station Area Plan and honor the vested density rights of this Project, the following provisions of the City's Multiple-Family Dwelling Development Standards in Sections 9-32-010 et seq. of the City Code (the "**Multi-Family Code**") and other provisions of the City Code shall be replaced by the design and development standards shown in Exhibits B through F hereto:

3.4.1. City Code §9-32-030(A). This section of the City Code imposes restrictions/requirements regarding variations of residential unit sizes, rooflines, building heights, height of multiple family structures adjacent to less intense land uses, and maximum number of attached units per townhouse style buildings. The Project will be developed and built out in a manner that does not comply with all such requirements. Instead, the Project will comply with the design and development standards shown in Exhibits B through F hereto;

3.4.2. City Code §9-32-030(B). This section of the City Code requires at least 50% brick, stone or synthetic stone on all sides of structures, and color variation of garage doors. The Project will not comply with these requirements. Rather, it will be built out in a manner that complies with the design and development standards shown in Exhibits B through F hereto;

3.4.3. City Code §9-32-030(C). This section of the City Code imposes minimum setbacks for multiple-family structures over three (3) stories in height; minimum width of 26 feet for alley accessways; garage setbacks of 20 feet from the right-of-way or alley; driveway depths of at least 20 feet excluding sidewalks; and setbacks between dwelling structures of not less than 15 feet. A strict application of these standards would prevent the Project from reaching the approved density (i.e., it would result in a density count less than the minimum density of 25 units per acre already approved when the Project was rezoned). Accordingly, the applicable standards for this Project will be as follows:

- For multiple-family structures over three (3) stories in height, the minimum setback will be ten feet (10') from the right-of-way of adjacent public roads;
- The minimum width of alley accessways shall be twenty feet (20');
- Garage setbacks shall not be less than eighteen feet (18') from the right-of-way or private street;

- Driveway depths shall be at least 18 feet excluding sidewalks; and
- The distance between dwelling structures shall not be less than ten feet (10').

3.4.4. City Code §9-32-030(D). This section of the City Code requires sidewalks on both sides of all private streets. For this Project, however, sidewalks are not required on the sides of private streets. Instead, pedestrian pathways will be installed throughout the Project as shown in Exhibits B through F hereto. The pedestrian pathways have been designed to minimize conflict between pedestrians and vehicles;

3.4.5. City Code §9-32-030(C), §9-23-090 and §9-23-110. These sections of the City Code impose perimeter landscaping requirements, a variety of different land use buffer requirements, and wall heights. A strict application of these standards is not feasible for this Project. Accordingly, this Project will comply with the landscaping plan approved as part of the Site Plan approval, as well as the land use buffers set forth in Exhibits B through F hereto.

3.4.6. City Code §9-32-030(E). This section of the City Code requires a minimum of 30% open space. This Project will provide a minimum of 25% open space;

3.4.7. City Code §9-10-090 and Table 9-10-3. These sections of the City Code impose a maximum building height of 35 feet, but the four-story condominium buildings in this Project will have a maximum height of fifty-four feet (54');

3.4.8. City Code §9-25-070. This section of the City Code imposes various size requirements for carports, garages and other parking areas. The parking dimensions for this Project that vary from the City Code are shall be:

- Carports shall have a minimum inside dimension of nine feet (9') wide by eighteen feet (18') deep (instead of 20' deep);
- Parallel parking spaces shall be a minimum of twenty feet (20') deep (instead of 22' deep).

3.4.9. City Code §9-26-070(B)(2). This section of the City Code imposes certain requirements regarding the size and location of permanent on-site signs. The signage for this Project will be determined in connection with Site Plan approval, and shall comply with the following requirements:

- Signs at each entrance to the Project shall not exceed the standard monument sign sizes set forth in §9-26-070(A)(2) of the City Code;
- No more than two (2) free standing signs are allowed, which shall be less than six feet (6') in height and the face of the signs shall be no more than twenty-four (24) square feet in size. The location of these signs will be determined in connection with Site Plan approval of the Project.

3.4.10. City Code §9-23-070(B). This section of the City Code requires the preservation of trees and vegetation within the areas of required perimeter plantings, land use buffers, and yards. These standards will not apply to this Project; provided, however, Developer shall make reasonable good-faith efforts to preserve existing trees along the canal so long as such trees do not interfere with the physical improvements to be constructed in the Project.

3.4.11. For the frontage improvements adjacent to the Project on Kimballs Lane, no park strip will be installed. Instead, Developer shall construct and dedicate to the City a ten foot (10') wide sidewalk adjacent to back of curb with trees planted every thirty feet (30'), as shown in the design and development standards shown in Exhibits B through F hereto.

3.4.12. Any other provision of the Multi-Family Code or other provisions of the City Code that would conflict with the layout, standards, and designs set forth in Exhibits B through F hereto; provided, however, that the Project shall still comply with applicable City Code provisions directly affecting life, safety, and fire protection.

3.5. **Approval Process.** This Amendment shall be approved by the City's legislative body in accordance with the same procedures for enacting a land use regulation as required by Utah Code Ann. §10-20-508(2)(iii). Following the City's approval of this Amendment, in connection with the site plan, platting, and subdivision approvals of the Project, minor deviations from this Amendment may be approved administratively such as, by way of example, moving an amenity from one area of the Project to another. For purposes of this Section 3.5, minor deviations shall mean changes that: (i) do not materially affect the overall design and development standards of the Project; or (ii) are necessary due to unforeseen technical or engineering considerations.

4. **Project Name.**

4.1. **Kimballs Station Master Planned Development.** The Project was previously referred to as "*Kimballs Junction*." Owner and Developer have changed the Project name to "*Kimballs Station*," a master planned development. Accordingly, the Project shall hereafter be known as Kimballs Station.

5. **Miscellaneous.**

5.1. **Scope.** The Agreement, as expressly amended by this Amendment, shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall govern.

5.2. **Recordation.** This Amendment shall be recorded with the Salt Lake County Recorder's Office against the parcels described in Exhibit A hereto.

5.3. **Authority.** The Parties each warrant that they have all necessary authority to execute this Amendment. The signature of the City Manager below lawfully binds the City pursuant to Ordinance No. ____ adopted by the City on **month xx**, 2026.

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

OWNER:

Edge Land Kimballs Junction, LLC

Steven Maddox, Manager

DEVELOPER:

Edge Homes Utah, LLC

Steven Maddox
Its: CEO/Manager

Approved as to form and legality:

City Attorney

CITY

Draper City

By: _____
Its: City Manager

Attest:

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the xx day of month, 2026, personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

Seal:

NOTARY PUBLIC

DEVELOPER ACKNOWLEDGMENT

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

On the xx day of month, 2026, personally appeared before me Steve Maddox, who being by me duly sworn, did say that he is the CEO and Manager of Edge Homes Utah, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company and signed in behalf of said company.

Seal:

NOTARY PUBLIC

OWNER ACKNOWLEDGMENT

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

On the xx day of month, 2026, personally appeared before me Steve Maddox, who being by me duly sworn, did say that he is the CEO and Manager of Edge Land Kimballs Junction, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company and signed in behalf of said company.

Seal:

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property/Project
Exhibit "B"	Concept Plan
Exhibit "C"	Design Standards
Exhibit "D"	Architectural Designs
Exhibit "E"	Amenities and Open Space Plan
Exhibit "F"	Parking Plan

Exhibit "A"
Legal Description of Property

The Property includes the following parcels identified by Salt Lake County Tax Parcel Number:

Tax Parcel 28-30-227-006

Beginning 514.55 feet South 89°47'37" West and 33 feet South 00°08'47" East from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°47'37" West 129 feet; thence South 00°08'47" East 394.97 feet; thence South 39°09'14" East 98.03 feet; thence North 00°08'47" West 326.21 feet; thence North 89°47'37" East 67.30 feet; thence North 00°08'47" West 145 feet to the point of beginning.
(0.837 acres)

Tax Parcel 28-30-227-014

Beginning at a point South 89°47'37" West 514.55 feet and South 0°08'47" East 33 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°47'37" East 80.24 feet, more or less, thence Southeasterly along a 373.00 foot radius curve to the right 504.17 feet (the chord of which bears South 39°42'52" East 466.66 feet); thence South 0°59'33" East 77.65 feet; thence Southeasterly along a 305.51 foot radius curve to the left 305.74 feet (the chord of which bears South 27°43'34" East 293.14 feet); thence South 0°07'56" East 25.27 feet, more or less, thence South 89°47'37" West 373.58 feet, more or less; thence North 39°09'14" West 327.47 feet; thence North 0°08'47" West 326.21 feet; thence North 89°47'37" East 67.30 feet; thence North 0°08'47" West 145.00 feet to the point of beginning.
(6.288 acres)

Tax Parcel 28-30-226-001

Beginning at a point which is South 0°05'15" West along the Section line 974.0 feet and North 89°54'45" West 728.61 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°55' East 534.11 feet to the Westerly bank of the East Jordan Canal; thence North 51°08' West (Deed: North 51°68' West) 168.68 feet; thence North 40.1 feet, more or less, to a point on the Easterly bank of the East Jordan Canal; thence Northwesterly along said Easterly bank of the East Jordan Canal to a point which is North 89°50' West along Section line 1209.9 feet and South 33 feet from the Northeast corner of said Section 30; thence North 89°50' West 124.2 feet to a fence corner; thence South 0°12' East 942.62 feet, more or less, along an old fence line; thence South 89°54'45" East 606.163 feet, more or less, to the point of beginning
(11.209 acres)

Tax Parcel 28-30-226-014

Beginning at a point which is South 00°05'15" West along the Section line 974 feet and North 89°54'45" West 607.81 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°54'45" West 120.80 feet; thence North 00°55'00" East 344.44 feet; thence South 89°54'45" East 115.29 feet; thence South 344.40 feet to the point of beginning.
(0.93 acres)

Tax Parcels 28-30-226-013 and 28-30-226-015

Beginning at a point which is South 00°05'15" West along the Section line 974 feet and North 89°54'45" West 542.01 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°54'45" West 65.80 feet; thence North 344.40 feet; thence North 89°54'45" West 115.29 feet; thence North 00°05'55" East 189.67 feet to the West bank of canal; thence South 51°08'00" East 49.52 feet; thence South 38°42'00" East 223.11 feet; thence South 329.12 feet to the point of beginning.
(0.911 acres)

Tax Parcel 28-30-226-005

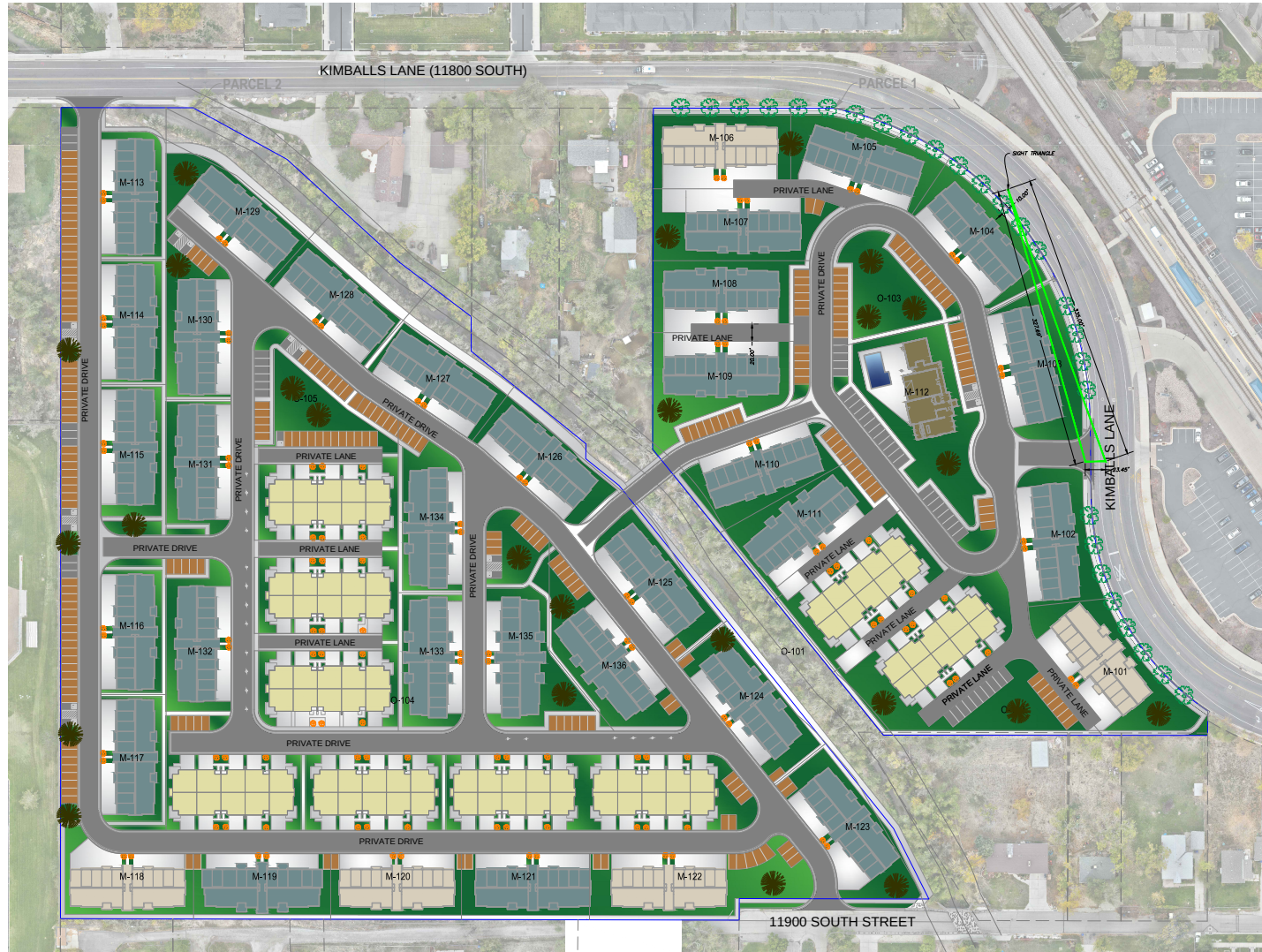
Beginning at a point which is South 00°05'45" West 974 feet along the section line and North 89°54'15" West 309.79 feet and North 26°41'30" West 28.005 feet from the Northeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 26°41'30" West 91.145 feet; thence North 38°41'30" West 286.149 feet; thence South 00°00'54" West 304.41 feet; thence South 89°54'15" East 219.90 feet to the point of beginning.
(0.83 acres)

**Exhibit “B”
Concept Plan**

Attached.

DESCRIPTION	QUANTITY
OUTDOOR COVERED PARKING	168
OUTDOOR UNCOVERED PARKING	27
DRIVEWAY PARKING	380
GARAGE PARKING	380
STREET PARKING	15
TOTAL	970

- 10-PLEX 3 STORY CONDO
- 14-PLEX 4 STORY CONDO
- B2B 10-PLEX TOWNHOME
- COVERED PARKING



ENGINEER DATE

[illegible]

REV	DATE: 28 JAN 2026	
	AEW	
DESIGNED BY:	OWNED BY:	OLD BY:
AL	TW	
SUBMITTED BY:	CONTRACT NO:	01116
FILE NAME:		
M:\20116 Edge Home Design Firm\Code\0116_03_0001		
SIZE	PLOTTED BY:	PLLOT DATE:
0116 D	0116 D	2/18/2006 11:27:59 AM

EDGE HOMES
KIMBALLS LANE STATION
PLANNING CONCEPT PLAN

SHEET NUMBER
03
OF 07 SHEETS
DRAWING NAME
SP01

**Exhibit “C”
Design Standards**

Attached.

KIMBALLS STATION

MASTER PLANNED DEVELOPMENT



1A: Kimballs Station

Introduction

Located along the Wasatch Front, EDGEhomes' Kimballs Station has been planned as a premier 21-acre planned residential community with vested density rights of no less than 25 units/acre and no more than 27 units/acre. Kimballs Station is designed with sustainability in mind and will provide stable residential housing while supporting ridership opportunities at the nearby Kimballs Lane Trax Station, connecting this community to the rest of the Wasatch Front.

The Kimballs Station site is located off Kimballs Lane near 700 East and 11800 South in Draper City, adjacent to the Juan Diego Catholic High School and the Kimballs Lane Trax Station. This location provides easy access to the State's major transportation corridors, adjacent cities, shopping, and nearby schools and hospital. This transit-oriented development, bisected by the East Jordan Canal, provides home-ownership opportunities and a great place to establish roots in Draper City for all age groups.

30 price-controlled workforce housing units are provided to assist first-responders, teachers, nurses, City employees, and others with home-ownership. Kimballs Station also helps meet the State's mandated Housing and Transit Reinvestment Zone criteria.

Project Highlights:

- 21 acres
- 1-acre Amenity Area close to Kimballs Lane Trax Station
- 4,800 square-foot Clubhouse
- Swimming Pool
- Hot Tub
- Pocket Parks
- Dog Parks
- Playgrounds
- Gathering & Seating Areas
- 1.5 miles in Sidewalks and Trails



1B: Site Plan

Designed to embrace a modern, transit-oriented lifestyle, Kimballs Station offers a mix of residential living within walking distance of the Kimballs Lane Trax Station. This thoughtfully planned community features a blend of townhome and condominium buildings that appeal to a diverse range of residents from young professionals to growing families and active retirees.

The project emphasizes connectivity, open space, and quality of life. The East Jordan Canal bisects the property and will be integrated as a defining natural amenity, with a pedestrian trail and landscaped greenway creating an inviting recreational corridor through the heart of the community. Considerable effort will be made to preserve existing trees along and adjacent to the canal; areas near the canal that need to be disturbed to facilitate the development of Kimball's Station will be seeded with a native mix to maintain its natural aesthetic. Residents will enjoy access to a clubhouse, swimming pool, hot tub, trails, playgrounds, dog parks, seating areas, and pocket parks.

The project layout is depicted below.



2A: Unified Pattern of Development

The Kimballs Station development will adhere to a cohesive set of site design standards intended to promote high-quality architecture, pedestrian connectivity, and a vibrant, livable community environment consistent with Draper City's Station Area Plan.

Site Organizations and Layout

The site is designed around a connected street and trail network that prioritizes pedestrian movement and access to transit. The layout emphasizes walkability and permeability, with direct connections to the Kimballs Lane Trax Station, the East Jordan Canal Trail, and internal open space amenities.

Architectural Character and Building Placement

Architecture will reflect a high-end, contemporary design aesthetic utilizing durable, quality materials that complement the surrounding urban fabric. Architecture will be consistent with the images shown in these Design Standards. Variations in rooflines, façades, and setbacks will be employed to create visual interest and avoid monotony.

Open Space and Landscaping

Landscaping will be integral to the project's character, with the East Jordan Canal serving as a central open space feature. A continuous, landscaped pedestrian trail will run along the west side of the canal. Additional trails link the pocket parks to the clubhouse and pool area. Planting palettes will incorporate native and drought-tolerant species to enhance sustainability and reduce long-term maintenance needs.

Access, Circulation, and Parking

Internal streets will vary in size according to their level of traffic use. All internal streets will be privately owned and maintained by the Kimballs Station Homeowners Association. Roadway and alleyway widths are described in Sections 2B and 2C below.





2B: Setbacks & Parking Standards

The Kimballs Station community is designed to balance density and livability within the context of Draper City's Station Area Plan, which envisions a cohesive redevelopment pattern within a ½-mile radius of the Kimballs Lane TRAX Station. Setbacks and building separations in this project contemplate the future build-out of the entire Station Area Plan, ensuring that this community integrates seamlessly as adjacent properties within the Station Area Plan are redeveloped in the future.

Building Setbacks and Separation

Residential buildings will generally be spaced a minimum of 10 feet apart with setbacks designed to enhance the streetscape and create usable outdoor areas. Where possible, building placement will reinforce a defined street edge, with garages and driveways positioned to reduce visual dominance along public roadways such as Kimballs Lane and 11900 South. Buildings will be placed a minimum of 10 feet from the boundary lines of adjacent residential properties within the Station Area Plan. Additional landscaping elements such as trees, berms, swales, or shrubs will be used in areas directly adjacent to existing residential homes to buffer the two uses.

Driveways and Parking Design / On-Street Parking

Driveways serving individual units will maintain a minimum depth of 18 feet to allow for vehicle parking. Parking throughout the site will be designed to ensure convenience and efficiency. Perpendicular parking stalls will be 9 feet x 18 feet, and parallel parking stalls will be 9' x 20'. Townhome parking requirements are 4 spaces/unit (2 garage spaces, 2 driveway spaces). Condominium parking requirements are 2 spaces/unit (1 garage or covered parking space plus 1 driveway or covered parking space). Additional guest parking will be spread throughout the site. Current Draper City code requires each unit to provide 2.25 parking spaces (2 per unit + 1 guest stall per 4 units). Applying this matrix, Kimball's Station is required to provide 1,260 parking stalls through a combination of garage, street, and guest off-street parking. This site plan proposes a total of 1,375 parking spaces.

On-street parking will be limited to one side of the street to maintain safe travel lanes and accommodate emergency vehicle access. No parking will be allowed in private alleyways.

Garage and Façade Relationship

Garages will be designed to be subservient to front porches and building façades, reducing their visual prominence and supporting an attractive, pedestrian-oriented streetscape. Architectural treatments, varied setbacks, and porch features will be employed to ensure garage doors do not dominate the public view.

Roadway and Alleyway Width Standards

All primary and secondary roadways will accommodate two-way traffic, on-street parking (one side), emergency access, and pedestrian safety within a compact, walkable street network. These roadways will be at least 27' wide from front of curb to front of curb. All alleyways will be 20' wide, accommodate two-way traffic, prohibit parking on both sides, provide access to garages and support safe, low-speed shared use between vehicles and pedestrians.



2C: Alleyway Design and Shared Access Standards

The Kimballs Station community incorporates a series of alleyways designed to efficiently serve residential garages while maintaining a safe environment.

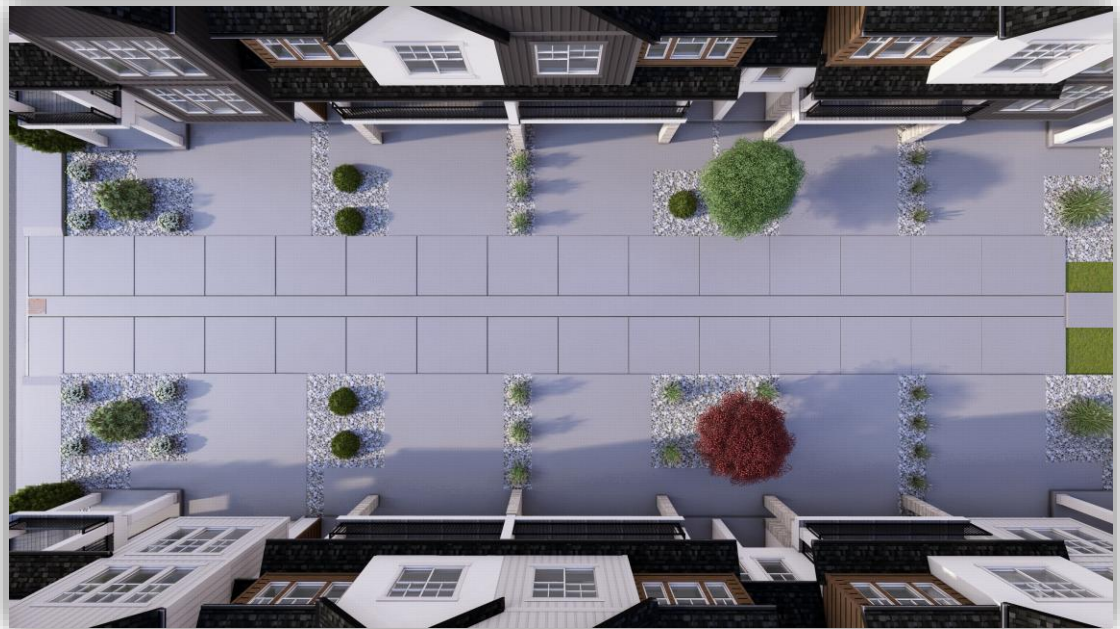
Safety and Shared Use Design

All alleyways will be designed with pedestrian safety as a primary consideration. Each alley will be at least 20-feet in width, providing adequate space for both vehicle passage and pedestrian movement within a shared-surface environment. Features such as enhanced paving materials, clear sightlines and adequate lighting will ensure that both vehicles and pedestrians can comfortably share these spaces.

Design elements may include:

- Textured or decorative paving to visually cue drivers to pedestrian presence
- Curbless or shared-surface design to reinforce the multi-use nature of alleyways
- Landscape accents or planters to soften edges and define pedestrian zones

Private alleyways and landscaping will be maintained by the Kimballs Station Homeowner's Association.



2D: Building Heights and Massing

The Kimballs Station development is designed to establish a high-quality, urban residential environment that aligns with the vision and density objectives of Draper City's Station Area Plan.

Height and Urban Form

Building heights within Kimballs Station will reflect a fully realized Station Area buildout, promoting an urban residential character consistent with the City's long-range plans for this district. The project will feature a mix of 3- and 4-story buildings that create a strong street presence, reinforce a pedestrian-oriented scale, and frame public spaces and internal streets with visually engaging façades.

Building Height Standards

Building heights will vary by product type and location to create architectural diversity and interest throughout the community. 4-story condominium buildings shall be a maximum of 60 feet in height, measured from the average adjacent finished grade to the average pitch of the roof. 3-story townhomes and condominium buildings shall be a maximum of 50 feet in height, measured from the average adjacent finished grade to the average pitch of the roof.

Building Articulation

Building forms will be broken up using horizontal and vertical articulation, balconies, varied rooflines, and changes in materials and colors. These elements will ensure visual richness and maintain a comfortable human scale despite the higher density consistent with the images shown on this page.

Roof Forms, Architectural Elements, and Covered Parking Structures

Rooflines will vary across building clusters to enhance visual interest while maintaining a cohesive overall aesthetic. Pitched, flat, or parapet roofs may be utilized as appropriate to each architectural style. Building entries and corner elements will receive additional design emphasis through articulation, glazing, and materials that enhance the project's urban character and contribute to a unified neighborhood identity.





3A: Open Space Framework

The Kimballs Station community plan provides functional open space in the form of trails, clubhouse and pool/hot tub area, playgrounds, gathering and seating areas, dog parks, pocket parks and landscaping without compromising the projects approved density rights. Open spaces will not only provide recreational opportunities and visual relief within a dense urban setting but will also serve as essential components of the project's stormwater management, pedestrian circulation, and neighborhood identity.

East Jordan Canal

The East Jordan Canal is integrated into the project's design as a public-facing amenity with a walking trail on the west side of the canal and enhanced native plantings. This trail will extend from Kimballs Lane on the north to 11900 South on the southern end.

Connectivity

Pedestrian pathways connect all parts of the community with the goal of Trax ridership in mind. Trails are designed for accessibility, safety, and comfort. Trails connect key nodes such as pocket parks, open lawn areas, the clubhouse and pool area, and seating areas. A crosswalk connecting the project to the Kimballs Lane Trax Station will further align with Draper's vision for increased use of public transit.

Landscaping Design and Materials

Landscaping throughout Kimballs Station will establish a unified aesthetic that complements the architecture and reinforces the urban character of the community. A mix of native and drought-tolerant species will be utilized to create visual interest, ensure sustainability, and minimize long-term maintenance needs. Street trees, plantings, and buffer zones will be carefully arranged to define edges, provide shade, and soften building massing. Landscape maintenance standards will ensure that all open spaces remain attractive, functional, and safe over time. All common space landscaping will be owned and maintained by the Kimballs Station Homeowner's Association.

A professionally designed landscape plan, provided at the subdivision and site plan approval stage, will be utilized to ensure consistent theming and visual appeal throughout the project.

3B: Site Amenities

Clubhouse Area

Kimballs Station includes a very robust amenities package. A Clubhouse, hot tub, and pool area are planned to accommodate a range of resident's needs and activities. This large clubhouse, exceeding 4,800 square feet, will serve as the primary community hub. It will include a food serving area, fitness room, work zones, game room, and lounge spaces for informal gatherings, meetings, or events. Clubhouse will be open to the residents of Kimballs Station as well as private, reservable areas for family & friend gatherings. Interior design will emphasize openness and comfort, featuring ample natural light, durable materials, and a modern aesthetic.

This clubhouse will be strategically located with convenient pedestrian access from residential clusters and nearby open space areas, fostering walkability and neighborhood interaction.

Pool and Outdoor Amenity Area

Adjacent to the clubhouse, a 25' x 50' outdoor swimming pool and hot tub will serve as a key recreational feature within the development. The pool area will include ample lounge seating, shaded awnings, and social seating areas, designed to create a resort-style atmosphere for residents. Landscaping, fencing, and lighting will be incorporated to provide safety, privacy, and aesthetic appeal.

Design and Integration

The clubhouse building materials, rooflines, and detailing will complement the surrounding townhome and condominium architecture, reinforcing a cohesive community identity.



3C: Clubhouse



3D: Additional Site Amenities



3D: Additional Site Amenities



4A: Architecture

The design of buildings within the project will emphasize timeless, durable materials, human-scale proportions, and thoughtful detailing that contribute to a distinctive yet harmonious neighborhood identity. Detailed architectural designs, elevations, and material percentages are shown as Exhibit D in the First Amendment to the Kimballs Station Development Agreement.

Architectural Character and Consistency

All buildings within Kimballs Station will exhibit a consistent architectural style and character. While individual buildings may vary in form and detailing, the overall composition will maintain a cohesive aesthetic designed to stand the test of time.

Building Materials and Façade Treatments

Primary exterior materials will include a combination of brick, stone, composite siding, and stucco, applied to all four sides of every structure to ensure a fully finished and high-quality appearance. Brick and stone will be used as grounding materials to convey permanence and quality. Composite siding will offer a contemporary aesthetic and long-term resilience. Stucco finishes will be applied with attention to texture and detailing to complement other materials and architectural forms. Façades and exterior materials will be consistent with the images shown in these Design Standards.

Roof Design and Pitches

Roof forms within the development will vary between flat and pitched designs to create visual diversity and architectural variation. Primary roof pitches will generally range from 5:12 to 10:12, allowing for distinct massing and varied streetscapes. Porch roofs may employ lower slopes, typically around 3:12, to enhance entry definition and pedestrian scale. Overhangs, parapets, and cornice details may be used to provide shadow and articulation, reinforcing architectural character and continuity.

Color Palette and Coordination

Exterior colors will be muted and natural in tone, reflecting the quality and permanence of the architecture. The palette will generally include a range of earth tones, warm neutrals, grays, off-whites, and subtle accent hues that harmonize with brick, stone, and composite materials.

Porches and Entry Features

Front porches and patios are essential architectural elements, serving to enhance the streetscape and encourage community interaction. Porch materials and detailing will be consistent with the main building architecture, with attention given to columns, railings, and trim design to ensure a unified appearance.

Architectural Detailing and Durability

Architectural detailing will focus on clean lines, proportionate massing, and quality craftsmanship. Window and door trim, cornices, and accent materials will be used to provide depth and variation. The combination of durable materials, well-defined forms, and refined detailing will create an environment that maintains its appeal over time.



5A: Purpose

The standards and specifications set forth in these design standards for Kimballs Station shall govern the development and construction of all improvements in the project. To the extent there are any differences or inconsistencies between the standards set forth herein, on the one hand, and the provisions of the City code, on the other hand, the standards and specifications in these design standards shall govern. Moreover, the site layout, building architecture, and site amenities within the project shall be built in a manner consistent with the images contained in these design standards.



**Exhibit “D”
Architectural Designs**

Attached



Aria (14 Plex)
Color A

Elevation Material Percentages

- FRONT**
- Stucco: 38%
 - Composite: 38%
 - Stone/Brick: 24%
- BACK**
- Stucco: 45%
 - Composite: 39%
 - Stone/Brick: 16%
- SIDE**
- Stucco: 53%
 - Composite: 3%
 - Stone/Brick: 44%



Aria
Back Elevation



Aria (14 Plex)
Color B



Aria
Side Elevation



Aria (14 Plex)
Color C

— ARIA  CONDOS —



Asher (14 Plex)
Color A

Elevation Material Percentages

- FRONT
 - Stucco: 41%
 - Composite: 37%
 - Stone/Brick: 22%
- BACK
 - Stucco: 45%
 - Composite: 37%
 - Stone/Brick: 18%
- SIDE
 - Stucco: 52%
 - Composite: 3%
 - Stone/Brick: 45%



Asher
Back Elevation



Asher (14 Plex)
Color B



Asher
Side Elevation



Asher (14 Plex)
Color C



Asher (10 Plex)
Color A

Elevation Material Percentages

- FRONT
- Stucco: 42%
 - Composite: 26%
 - Stone/Brick: 32%
- BACK
- Stucco: 43%
 - Composite: 32%
 - Stone/Brick: 25%
- SIDE
- Stucco: 36%
 - Composite: 3%
 - Stone/Brick: 61%



Asher
Back Elevation



Asher (10 Plex)
Color B



Asher
Side Elevation



Asher (10 Plex)
Color C



Finley (10 Plex)
Color A

Elevation Material Percentages

- FRONT
 - Stucco: 58%
 - Composite: 36%
 - Stone/Brick: 6%
- BACK
 - Stucco: 58%
 - Composite: 36%
 - Stone/Brick: 6%
- SIDE
 - Stucco: 59%
 - Composite: 41%
 - Stone/Brick: 0%



Finley
Back Elevation



Finley (10 Plex)
Color B



Finley
Side Elevation

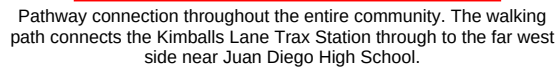


Finley (10 Plex)
Color C

**Exhibit “E”
Amenities and Open Space Plan**

Attached

Draper, UT



Clubhouse with pool, exercise facility, and gathering area both indoors and out.

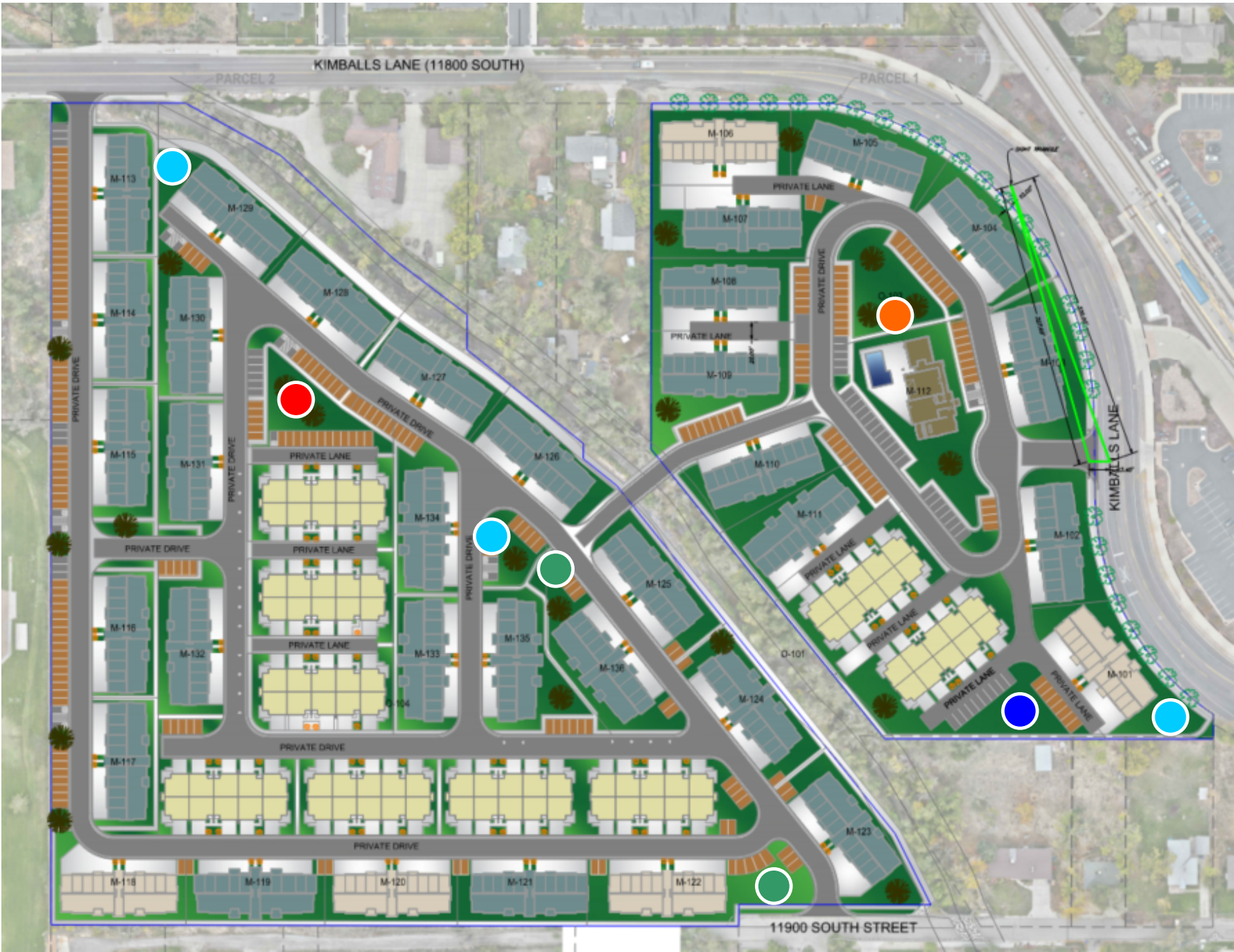


Kimball's Station Amenities

Draper, UT

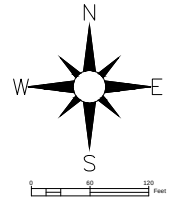


Gathering areas that are purposefully designed spaces where residents can socialize, relax, and build a sense of connection. These areas include features like seating, shade structures, green spaces, BBQ areas, a dog park, and tot-lots that encourage people to spend time outdoors.



**Exhibit “F”
Parking Plan**

DRAPER KIMBALLS LANE STATION
PRELIMINARY SITE PLAN



PARCEL 1 - PRODUCT MATRIX		
DESCRIPTION	QUANTITY	UNITS
14-PLEX 4-STORY CONDO	9	126
10-PLEX 3-STORY CONDO	2	20
B2B 10-PLEX TOWNHOME	2	20
TOTAL	13	166

PARCEL 1 - PARKING MATRIX	
DESCRIPTION	QUANTITY
OUTDOOR COVERED PARKING	72
OUTDOOR UNCOVERED PARKING	33
DRIVEWAY PARKING	150
GARAGE PARKING	150
STREET PARKING	0
TOTAL	405

PARCEL 2 - PRODUCT MATRIX		
DESCRIPTION	QUANTITY	UNITS
14-PLEX 4-STORY CONDO	21	294
10-PLEX 3-STORY CONDO	3	30
B2B 10-PLEX TOWNHOME	7	70
TOTAL	31	394

PARCEL 2 - PARKING MATRIX	
DESCRIPTION	QUANTITY
OUTDOOR COVERED PARKING	168
OUTDOOR UNCOVERED PARKING	27
DRIVEWAY PARKING	380
GARAGE PARKING	380
STREET PARKING	15
TOTAL	970

PARCEL 1

AREA: 310,396 SQ. FT., 7.13 ACRES
IMPERVIOUS AREA: 215,826 SQ. FT.
OPEN SPACE AREA: 94,570 SQ. FT.

PARCEL 2

AREA: 604,693 SQ. FT., 13.88 ACRES
IMPERVIOUS AREA: 466,278 SQ. FT.
OPEN SPACE AREA: 138,415 SQ. FT.

LEGEND:

- 10-PLEX 3 STORY CONDO
- 14-PLEX 4 STORY CONDO
- B2B 10-PLEX TOWNHOME
- COVERED PARKING



DATE	BY	CHK	APP

PROJECT NO.	ALW	DATE	28 JAN 2024	FILE	
CITY	DRAPER	PROJECT NO.	10		
DESIGNER	YVM	DATE	10 JAN 2024	FILE	
PROJECT NO.	10	DATE	10 JAN 2024	FILE	
PROJECT NO.	10	DATE	10 JAN 2024	FILE	
PROJECT NO.	10	DATE	10 JAN 2024	FILE	
PROJECT NO.	10	DATE	10 JAN 2024	FILE	
PROJECT NO.	10	DATE	10 JAN 2024	FILE	
PROJECT NO.	10	DATE	10 JAN 2024	FILE	
PROJECT NO.	10	DATE	10 JAN 2024	FILE	



EXHIBIT H
KIMBALLS LANE STATION AREA PLAN RECOMMENDATIONS

PREFERRED STATION AREA PLAN- KIMBALLS LANE STATION

KIMBALLS LANE STATION PRINCIPLES



1 **MANAGE FUTURE TRANSITIONS IN EXISTING AGRICULTURAL LANDS:**

Kimballs Lane Station is unusual within the TRAX network as it contains undeveloped land historically used for agriculture immediately adjacent to the station. As expected growth occurs within station area boundaries, it is anticipated that this land is likely to be developed. This principle seeks to guide the transformation of agricultural parcels in a way that allows for responsible growth with development that is context-sensitive, respects the scale of surrounding neighborhoods, and incorporates open space and natural elements.



2 **BETTER UTILIZE UTA OWNED LAND TO ADDRESS DESIRED STATION AREA PLANNING OUTCOMES:**

There is the opportunity at Kimballs Lane station to make better use of the state-owned land to the east of the station to address UTA's goals of expanded housing choice and density while encouraging additional ridership. Currently, the transit parking is operating below capacity, presenting an opportunity to consider the site for mixed-use development that supports plan goals.



3 **IMPROVE PORTER ROCKWELL TRAIL ACCESS AND WAYFINDING:**

Enhancing connectivity to the Porter Rockwell Trail is key to supporting active transportation and recreation. Clear signage and improved trail access points will make the trail easier to navigate and more inviting for pedestrians and cyclists.



4 **CONSIDER SAFE ROUTES TO THE SCHOOL AND A NEW MULTI-USE PATH:**

Ensuring that students can safely walk or bike to the nearby school campus is a top priority. This includes the development of a new multi-use path that supports a safe, comfortable, and direct route for children and families, encouraging more sustainable travel habits.



5 **FILL SIDEWALK AND BIKE LANE GAPS ON KIMBALLS LANE AND 700 E:**

Completing missing segments of sidewalks and bike lanes on key corridors like Kimballs Lane and 700 E is essential for creating a continuous, safe network for pedestrians and cyclists. This effort will improve connectivity, safety, and accessibility throughout the station area.

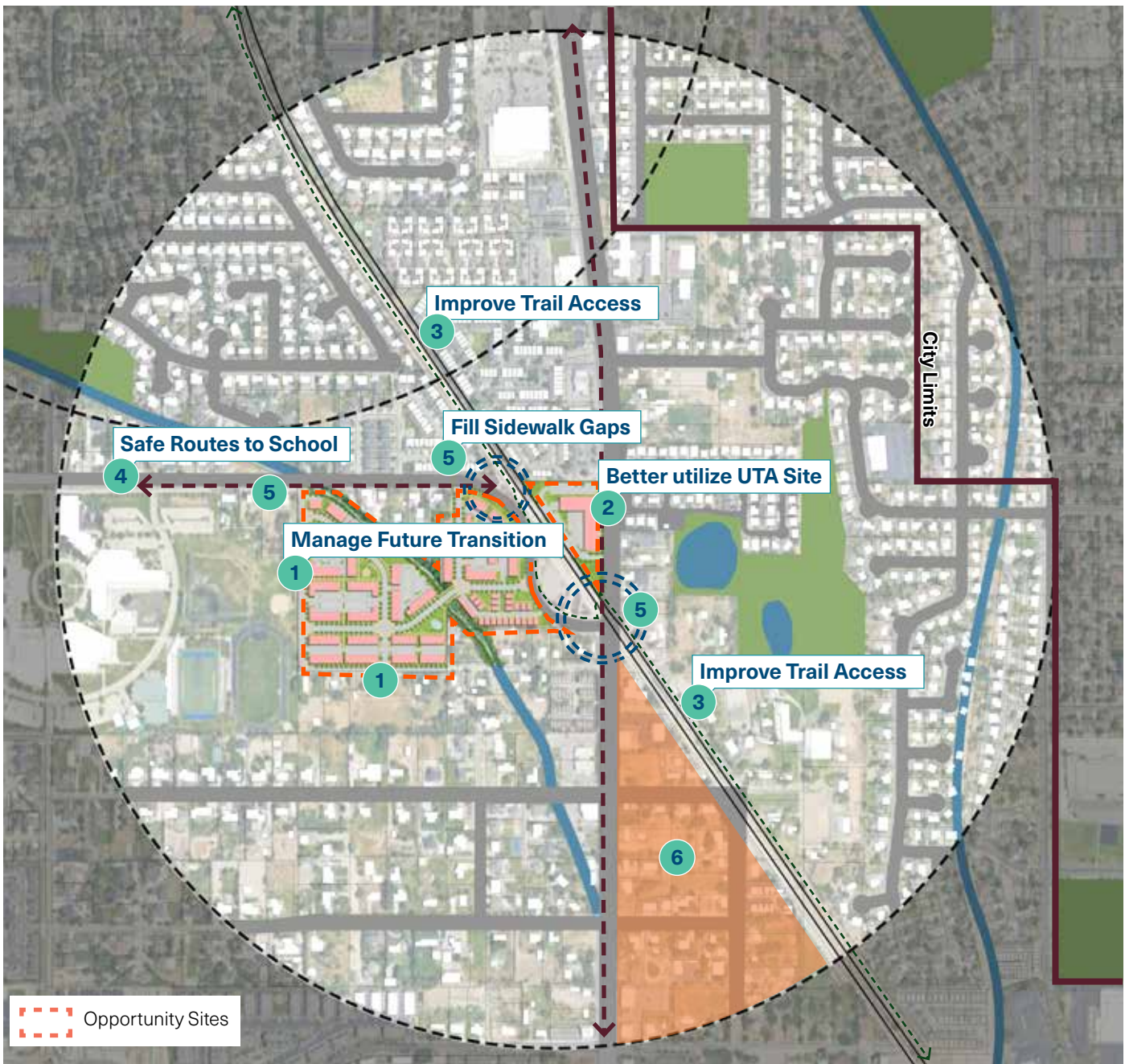


Figure 25: Kimballs Lane Station Area Plan



6 **PLAN FOR REDEVELOPMENT OF EXISTING NEIGHBORHOODS:**

Most land around Kimballs Lane Station is made up of established neighborhoods. As Draper grows and surrounding areas build out, some blocks may be suited for strategic infill or redevelopment. Done thoughtfully, this can add housing choices, improve connectivity, and bring more residents and amenities within walking distance—strengthening the station's role as a community hub.

PREFERRED STATION AREA PLAN- KIMBALLS LANE STATION

VISION

The Kimballs Lane Station Area Plan outlines a thoughtful approach to guiding future growth around the TRAX station with a plan that is focused on the community, balancing new development with the preservation of existing neighborhood character, improving active transportation infrastructure, and ensuring safe and accessible routes for all users to and from the station. Each of the principles within the plan supports a broader vision of creating a connected, livable, and sustainable community.



Figure 26: Preferred Design Alternative for Kimballs Lane Station Area

BIG IDEAS FROM THE PREFERRED ALTERNATIVE

INCORPORATE NEIGHBORHOOD CHARACTER PRINCIPLES IN INFILL DEVELOPMENT

With infill anticipated on the undeveloped agricultural land between Kimballs Lane Station and Juan Diego Catholic High School, it is important to set expectations that balance neighborhood compatibility with the creation of a vibrant, walkable community. In 2025, the City Council approved a development agreement (Edge Homes property) allowing 25–27 dwelling units per acre on approximately 20 acres, including 30 workforce housing units. This will result in roughly 500–540 new homes in the station area, with additional potential on UTA-owned property.

Development should include a mix of housing types, such as cottage courts, townhomes, and 2-4 plexes at the edges to transition to adjacent neighborhoods, stepping up to 3–4 story condominiums in the core. An internal street network should connect to Kimballs Lane and 11900 S, with on-street parking provided on some streets to slow traffic and foster a lived-in feel. On-street parking should not be included along the S-curve of 11900 S. All ground-floor primary entries should face a street or public open space, with front porches or stoops raised at least 24 inches to encourage social interaction.

Pedestrian-oriented design is essential: complete streets with sidewalks buffered by park strips, intersection bulb-outs, and alley-loaded parking should be prioritized. Green space should be distributed throughout the neighborhood, including a connected network of small parks or linear greenways that link to the East Jordan Canal, and include programmed spaces for all ages.

CONNECTED PARKS AND GREEN SPACES

The East Jordan Canal can become a defining green spine, with pedestrian paths linking parks and public spaces throughout the site. A series of smaller parks and linear open spaces will ensure all residents have nearby access to recreation and gathering areas.

REDEVELOP UTA PARKING LOT- ACTIVATION ALONG 700 E

UTA's parking lots on both sides of the station are currently underutilized, with available capacity to support growth. The eastern lot along 700 E is particularly well-suited for a mixed-use project, with neighborhood-serving retail or small-scale services on the ground floor and three stories of residential above. Active edges along 700 E and strong pedestrian connections to the station would help activate the corridor. The narrow southern tip of the property could be transformed into a pocket park, offering a waiting area for transit riders and a small green space for nearby residents.

FUTURE OPPORTUNITY TO STRAIGHTEN KIMBALLS LANE

The S-curve on Kimballs Lane west of the station limits direct access and creates inefficiencies for drivers, pedestrians, and cyclists. Realigning Kimballs Lane to connect directly with the existing street in the Sunset Ponds neighborhood at 700 E would improve circulation to and from the opportunity site, Juan Diego High School, and surrounding neighborhoods. This change would require a new at-grade crossing of the TRAX line and the removal of the existing Kimballs Lane/700 E intersection south of the station. A signalized northern intersection would help manage traffic flow, improve safety, and create a more legible street network that supports future development. It is strongly encouraged that Draper City, UTA, and UDOT work together to collaboratively evaluate this realignment option.

INCENTIVIZE AFFORDABLE HOUSING DEVELOPMENT

A primary goal of Station Area Plans is to expand housing choice, including affordable options near transit. The Edge Homes property development agreement includes a provision for 30 workforce housing units. Additional affordable housing should be encouraged on infill sites, particularly above active ground floors similar to the proposed mixed-use development on the UTA property. These units could help increase affordable housing while bringing more residents and activity to the station area.

PREFERRED STATION AREA PLAN- KIMBALLS LANE STATION



Figure 27: Public Space and Connectivity Diagram for Kimballs Lane Station Area

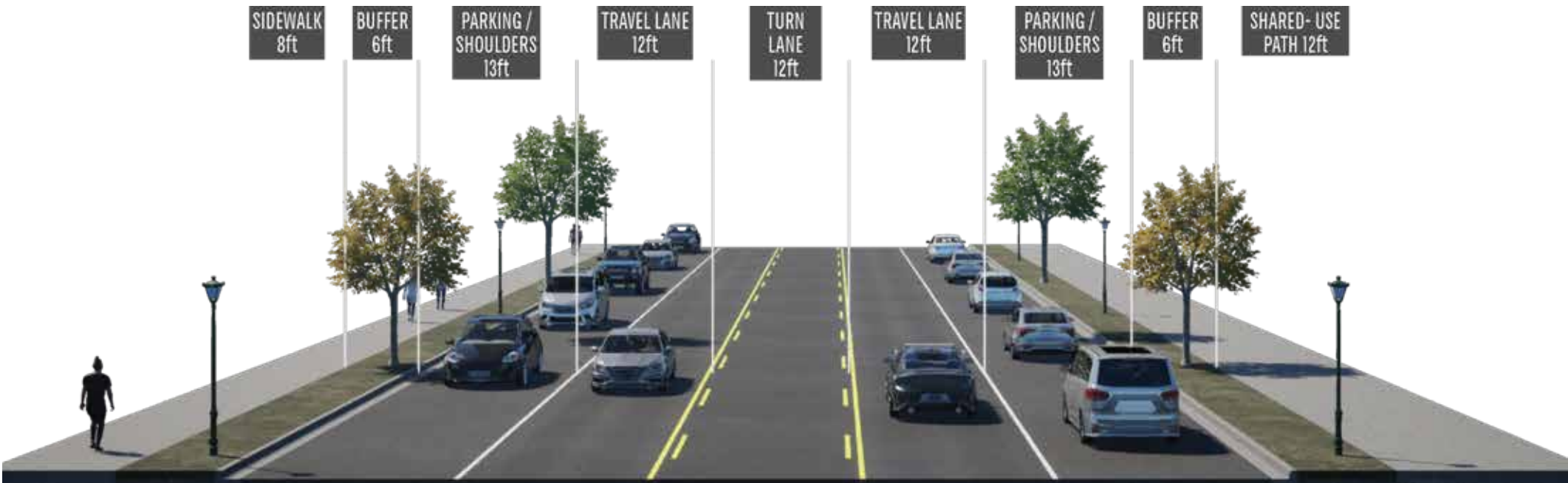


Figure 28: North of TRAX Station- 700 E Proposed Street Section, looking north

* Please note that 700 E is a UDOT road. Any proposed changes will require coordination with UDOT.

RECOMMENDATIONS

PUBLIC SPACE RECOMMENDATIONS

Public spaces near Kimballs Lane Station are limited, disconnected, and underutilized. These recommendations focus on creating a network of parks, plazas, and greenways to support daily activity and strengthen community identity.

TRAILS & POCKET PARKS

- Distribute small parks, pocket plazas, and green spaces throughout the station area to provide accessible recreational opportunities and support community gatherings.
- Integrate the East Jordan Canal as a defining green spine, connecting parks, linear open spaces, and pedestrian paths to surrounding neighborhoods, schools, and the Porter Rockwell Trail.
- Program open spaces for diverse uses, including active recreation, passive gathering, and community events.

TRANSIT PLAZA & ACTIVATION

- Redevelop the UTA parking area to include a public park or plaza serving both residents and station visitors.
- Activate the eastern UTA parking lot along 700 E with a mixed-use project featuring neighborhood-serving retail or small-scale services on the ground floor and residential units above as shown in Figure 26.
- Create a pocket park at the southern tip of the UTA lot to provide waiting space for transit users and a small green or plaza area for the neighborhood.

GREEN STREETS & CONNECTIVITY

- Design Kimballs Lane and new internal streets as pedestrian-oriented complete streets with buffered sidewalks, park strips, street trees, and on-street parking (except for on the S-curve) to calm traffic and encourage social interaction.

- Align building frontages with neighborhood scale, including raised porches, stoops, and ground-floor entries oriented toward streets or open spaces.

LAND USE & AFFORDABLE HOUSING RECOMMENDATIONS

The area consists primarily of single-family homes and townhomes, with limited infill opportunities outside the agricultural site. This plan encourages higher-density housing and mixed-use development near transit while maintaining the character of existing neighborhoods.

PROMOTE MIXED-USE INFILL DEVELOPMENT

- Support medium- to high-density infill near the station, with design character that is compatible with adjacent neighborhoods.
- Encourage active ground-floor uses, such as retail, cafes, and services, along streets, plazas, and green spaces to enhance walkability and vibrancy.
- Orient buildings to frame streets, parks, and plazas, creating a sense of place and reinforcing public spaces.
- Explore the creation of a small-scale neighborhood plan for areas with potential for future redevelopment, ensuring thoughtful integration of new development within established neighborhoods.

AFFORDABLE HOUSING

- Expand housing opportunities throughout the station area, emphasizing workforce and affordable units near transit to increase accessibility and support a diverse community.
- Ensure a mix of housing types, including cottage courts, townhomes, 2–4 plexes, and condominiums, to accommodate a range of incomes, household sizes, and lifestyles as shown in Figure 27.
- Plan for the 500–540 new units approved under existing agreements, including 30 workforce units,

and encourage additional affordable housing on UTA-owned parcels and other infill sites.

- Support strategic infill and redevelopment opportunities within established neighborhoods to expand housing options, improve connectivity, and strengthen the station’s role as a walkable community hub.

SCHOOLS & CIVIC USES

- Integrate Juan Diego Catholic High School into the neighborhood framework with strong pedestrian connections and safe routes to school.

- Tie other civic uses such as daycares, church, to the station though trails and pedestrian connections.

TRANSPORTATION RECOMMENDATIONS

Kimballs Lane TRAX Station is located adjacent to the complex intersection of Kimballs Lane, 700 E, and the TRAX alignment. Connectivity recommendations for the station area take advantage of underutilized rights of way, fill gaps in the local active transportation network, and aim to enhance overall connectivity for all modes. Itemized recommendations are presented below.

REALIGN KIMBALLS LANE EAST-WEST TO 700 E

- Extend Kimballs Lane to 700 E for a direct route between the TRAX station and Juan Diego School, and to better align with the existing road network.

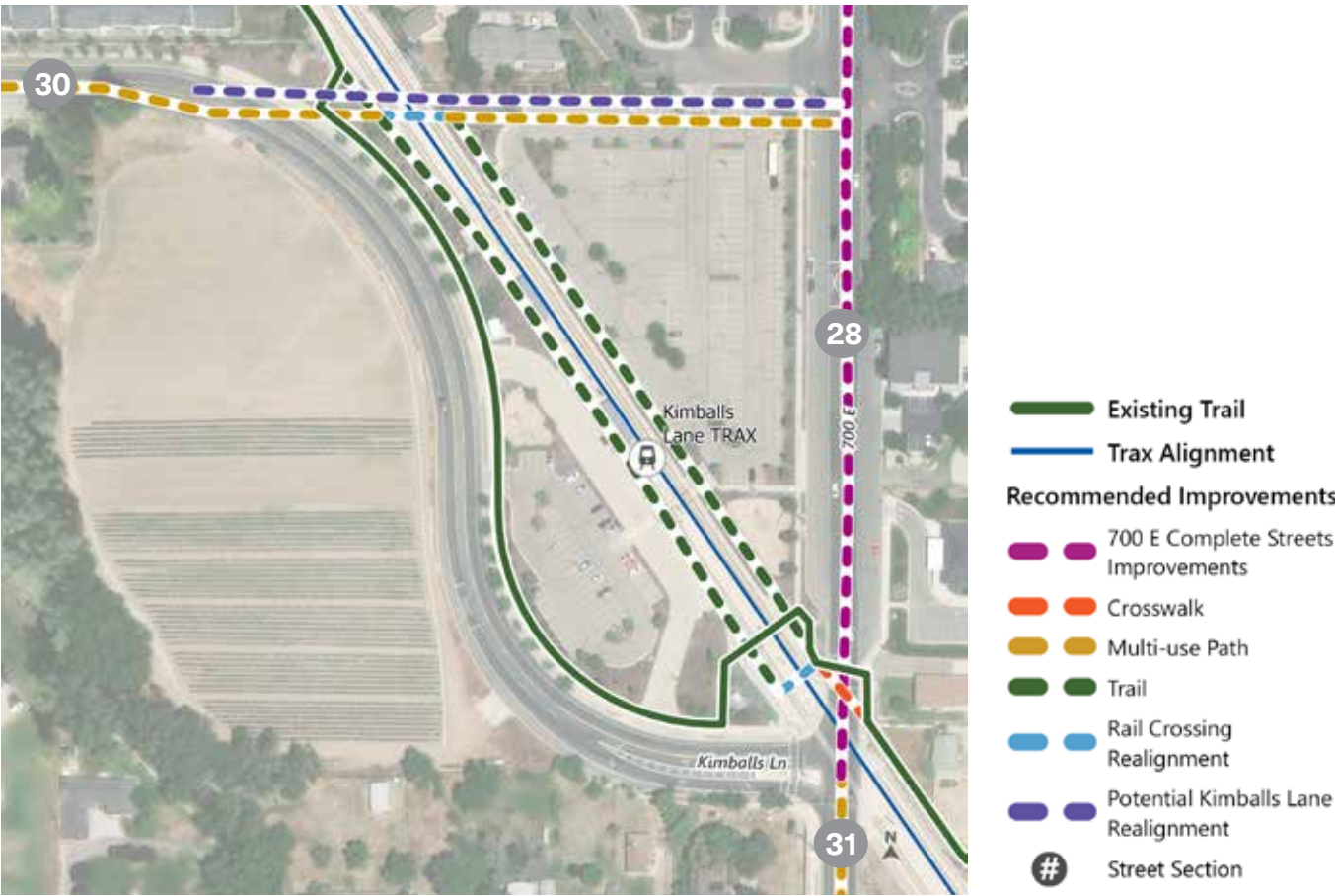


Figure 29: Recommended Improvements: Kimballs Lane

- Construct parallel path to the existing Porter Rockwell Trail on the east side between the new connection and 700 E, as well as a crosswalk, aligning with the south portion of the trail.
- Extend Porter Rockwell Trail on the west side, keeping parallel to existing rail and realigning rail crossing for a second direct route to 700 E.
- Construct a multiuse path on the south side of realigned Kimballs Lane, better connecting the TRAX station and Juan Diego High School, filling a critical sidewalk gap.
- ***The realignment of Kimballs Lane is a potential, long-term improvement that will require substantial planning and coordination. However, if this outcome is achieved, a recommended typical street section for the realigned Kimballs Lane is shown below in Figure 30.***

COMPLETE SIDEWALK AND BIKE NETWORKS ALONG 700 E

- 700 E is a major north-south connection for users of all modes in Draper, elevating the need for facilities that accommodate those modes along the corridor. Thus, encourage UDOT to advance improvements for 700 E.
- Encourage UDOT to complete sections of 700 E between 11400 and 12300 to ensure sidewalk and bike connectivity.
- Close existing sidewalk and bike network gaps within the existing right-of-way to improve connectivity and comfort.
- Add streetscape elements such as medians, curb extensions, and updated curb ramps where feasible to enhance safety and user experience.
- Coordinate all improvements with UDOT, as 700 E is a UDOT facility.
- Align planned improvements with UDOT's Long Range Plan, which recommends expanding 700 E to two lanes in each direction south of the 11400 S.

- Pursue corridor improvements in tandem with any UDOT-led construction projects to maximize efficiency and minimize disruption.

IMPROVE LOCAL MULTI-MODAL CONNECTIVITY

With opportunities to realign Kimballs Lane and improve the multimodal conditions on 700 E, there are also opportunities to streamline and simplify connections in the immediate station area.

- With the goals of improving walking and cycling connections to and around the station itself, as well as reducing conflict points between automobile and non-automobile traffic, a diagram of recommended connectivity improvements is presented in Figure 29.
- In order to reduce concerns over traffic on 700 E, Draper and its partners at UTA should explore ways to improve north-south throughput at the intersection, with a focus on moments in which the TRAX line is in use and north-south traffic is stopped.

IMPROVE CROSSINGS ON 700 E AND KIMBALLS LANE

- If Kimballs Lane is not realigned, reconfigure the Kimballs Lane/700 E intersection to improve accessibility and safety, including new directional crosswalks, ADA upgrades, and potential leading pedestrian intervals (LPIs) at key trail crossings
- Ensure all curb ramps are rebuilt to ADA standards with detectable warning surfaces.

- If warranted following further study, install high-visibility crosswalks or RRFB signals on 700 E at 12100 S and 12200 S to support safer crossings.
- If warranted following additional study, install high-visibility crosswalks or RRFBs on Kimballs Lane to provide a safe and convenient midblock crossing between Skaggs Catholic Ctr Rd and 585 E. Evaluate stopping sight distance and horizontal alignment to ensure adequate visibility based on posted speed limits and roadway geometry.
- Given the proximity of Juan Diego, prioritize design elements that serve young pedestrians, such as reduced crossing distances, school zone signage, and pedestrian-scale lighting.

ENHANCE PORTER ROCKWELL TRAIL ACCESS

- Widen or replace the existing narrow Z-gates at Kimballs Lane Station with an approved alternative (pedestrian swing gates, active warning systems, pavement markings, etc.) as deemed appropriate through study.
- Install directional signage at trail junctions, including wayfinding to the station.
- Add pedestrian-scale lighting along the trail approach to improve safety, ease navigation, and aid comfort.
- Upgrade the Porter Rockwell Trail along 800 E by replacing the existing painted separation with vertical elements and clear signage.

CONNECT KIMBALLS LANE AND 11900 S

- Construct a new road connection between Kimballs Lane and 11900 S (as shown in Figure 26), running north-south, to improve circulation around the TRAX station and enhance route options for residents and students/parents, leveraging proposed development activity west of the station.

- Ensure that new roads include dedicated pedestrian and bicycle facilities to promote active transportation support all users.

NEW PEDESTRIAN CONNECTIONS

- Design a potential north-south trail connection between 11900 S and Kimballs Lane (as shown in Figure 27) to improve neighborhood access to the station, school, and future development.

LIGHTING AND SIGNAGE

- Add wayfinding signs with directions to the station, trail, and adjacent neighborhoods.
- Improve wayfinding by adding signs to guide pedestrians from nearby blocks and from the Porter Rockwell Trail onto Kimballs Lane

PARKING AND REDEVELOPMENT

- Repurpose the underutilized southern portion of the UTA property (305-space surface lot) for community use, such as public gathering space or flexible programming, while preserving access for transit drop-offs and future bus service.
- Repurpose or close 40-50 stalls in the northern portion of the station or the entirety of the southern parking lot on a temporary basis to monitor impacts and performance.
- Replace the existing grid-style bike racks with covered inverted-U racks.

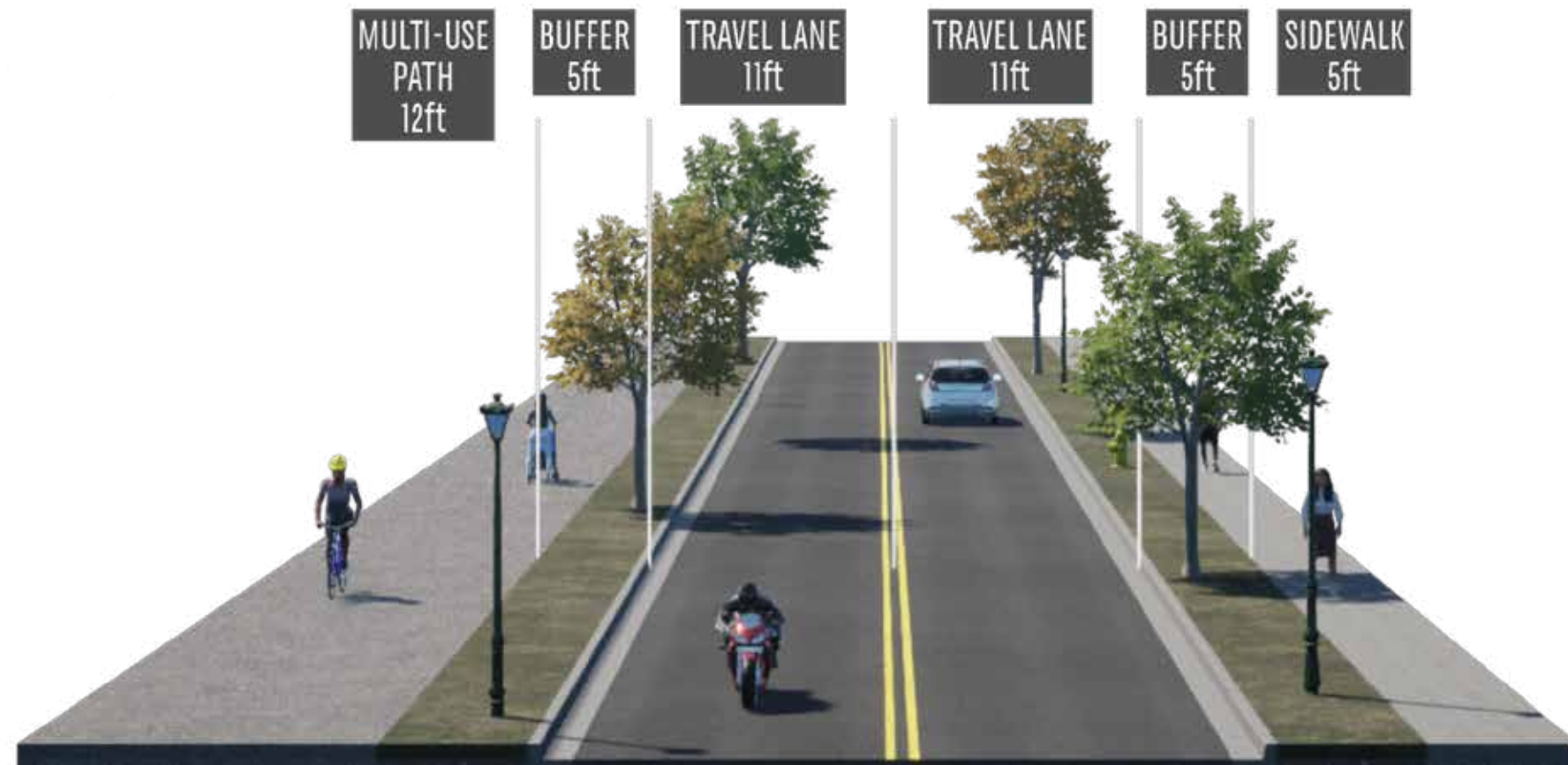
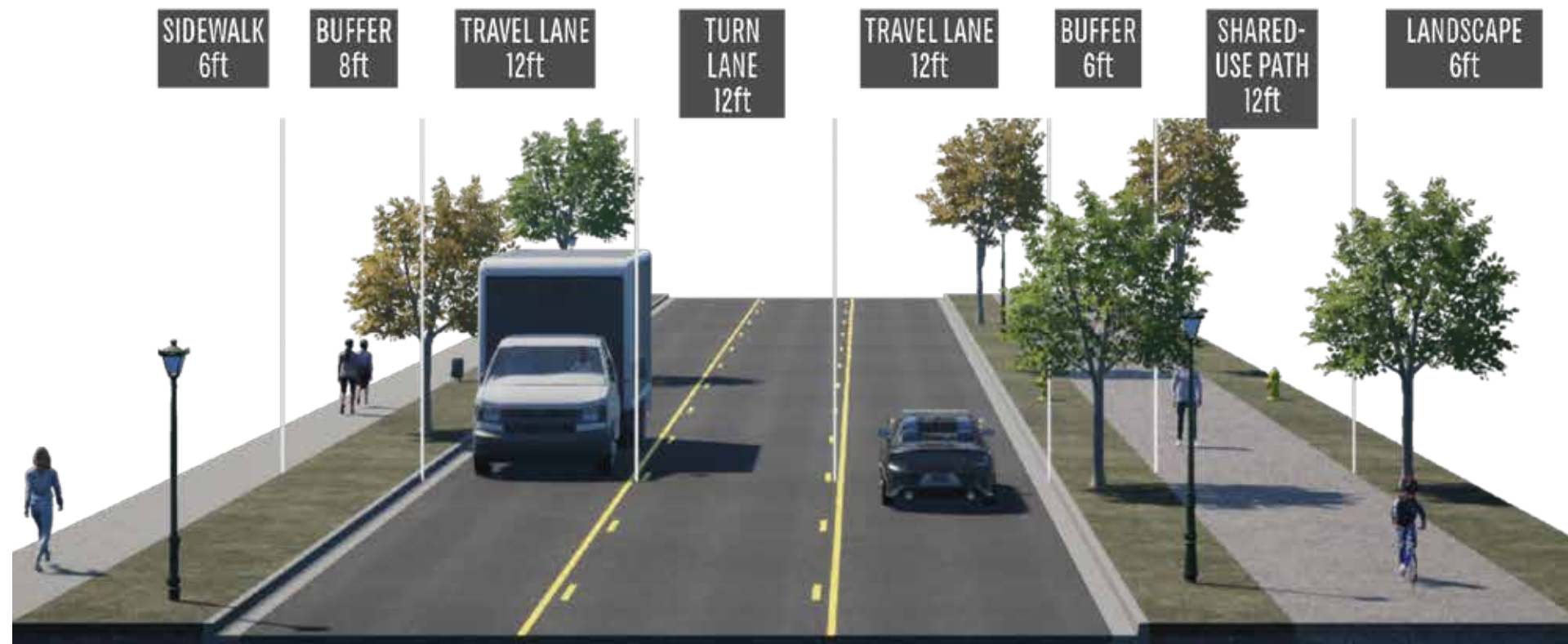


Figure 30: Kimballs Lane Proposed Street Section, looking west



** Please note that 700 E is a UDOT road. Any proposed changes will require coordination with UDOT.*

Figure 31: South of TRAX Station- 700 E Proposed Street Section, looking north



Figure 32: Conceptual View from 700 E looking towards the Station

EXHIBIT I
PUBLIC COMMENT

From: Stephanie Holden <[REDACTED]>
Sent: Wednesday, March 4, 2026 4:48 PM
To: Jennifer Jastremsky
Subject: [EXT] RE: City Planning commission hearing 3/24/2026
Development

[EXTERNAL SENDER! Only open attachments/links you know are safe.]

Apologize its 7 East not 900 E. And when I say one way I mean one way East and one way West.

I hope this clarifies my intent.

Stephanie Holden, [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Stephanie Holden
Sent: Wednesday, March 4, 2026 2:49 PM
To: Jennifer.jastremsky@draperutah.gov
Subject: FW: City Planning commission hearing 3/24/2026 -Kimballs Junction Development

Trying this again because I keep getting bounce backs.

Thank you~

From: Stephanie Holden
Sent: Wednesday, March 4, 2026 2:29 PM
To: 'Jennifer.jastremsky@draperutah.gov' <Jennifer.jastremsky@draperutah.gov>
Subject: City Planning commission hearing 3/24/2026 -Kimballs Junction Development

App #2025-0293-DA
Applicant: Mike Winters for Edge Homes

Hi Jennifer,

I received the notice regarding the upcoming hearing for the proposed development at **632 Kimballs Lane**. As a Draper resident living within approximately one-tenth of a mile of the proposed site, I have serious concerns about the potential traffic impacts associated with this project.

Based on the information provided, the development appears to include roughly **500 housing units**. If each household averages two vehicles, this could add **over 1,000 additional cars** to an area that already experiences significant congestion.

Currently, **900 East** already has heavy traffic. I do not believe **900 East**, which functions as a one-way street with nearby housing and businesses, could safely accommodate this additional volume. **Kimballs Lane** is also a one-way road and serves as an access route to both **Lone Peak Hospital** and **Juan Diego High School**. Traffic during school hours is already extremely congested. In fact, we have had vehicles strike our fence along this road due to speeding and congestion.

Additionally, the **trailhead and TRAX station** in this area attract many pedestrians, including families and students. Many people walk along these roads, yet sections of the south side of the street **do not have continuous sidewalks**, creating further safety concerns.

For these reasons, I strongly believe a **comprehensive traffic and pedestrian safety study** should be conducted before approving a development of this scale. While I do not oppose development in the area, the **number of units currently proposed and the surrounding road layout raise significant safety concerns** for residents, students, pedestrians, and emergency access.

Thank you for your consideration/understanding to our neighborhood concerns.

Stephanie Holden

Jennifer Jastremsky

From: Shad Holden <[REDACTED]>
Sent: Wednesday, March 4, 2026 5:26 PM
To: Jennifer Jastremsky
Cc: Mike Green
Subject: [EXT] Planning commission hearing 3/24/2026 -Kimballs Junction Development

[EXTERNAL SENDER! Only open attachments/links you know are safe.]

App #2025-0293-DA
Applicant: Mike Winters for Edge Homes

Dear Draper City Planning Team,

I recently received the notice regarding the upcoming hearing for the proposed development at 632 Kimballs Lane. As a Draper resident living within approximately one-tenth of a mile of the proposed site, I would like to share several concerns regarding the potential traffic and safety impacts associated with this project.

Based on the information provided, the development appears to include approximately 500 housing units. Assuming an average of two vehicles per household, this could introduce more than 1,000 additional vehicles into an area that already experiences significant congestion. The current infrastructure along both 700 East and Kimballs Lane does not appear to be designed to accommodate this level of increased traffic. In addition to resident vehicles, the city should also consider the volume of visitors, service providers, and delivery vehicles that would regularly access the development.

Both 700 East and Kimballs Lane are narrow two-lane roads that also serve as key access routes to Lone Peak Hospital and Juan Diego Catholic High School. Traffic during school hours is already heavily congested, and additional traffic from a development of this size would likely worsen those conditions.

This area also sees significant pedestrian activity due to the nearby trailhead and TRAX station, with many families, students, and community members walking through the area daily. Increased vehicle traffic could create additional safety concerns for pedestrians.

Kimballs Lane has long been a quiet and peaceful residential area. Introducing this number of housing units into such a small footprint could significantly alter the character of the neighborhood and the reasons many residents chose to live here.

While I understand the need for thoughtful growth, the number of units currently proposed—combined with the existing road layout raises serious concerns regarding traffic congestion, pedestrian safety, and emergency access.

I am opposed to a project of this size for the reasons listed above.

Thank you for your time and consideration of the concerns shared by residents in the surrounding neighborhoods.

Shad Holden

[REDACTED]

[REDACTED]

MEMO



To: City Council

From: Nick Whittaker, MCMP

Date: 2026-03-24

Re: Public Hearing: Ordinance #1709, Ordinance #1710 and Ordinance #1711

Comments:

These applications are requests for approval of a Land Use Map Amendment, a Zoning Map Amendment and a Development Agreement,. The purpose of the Land Use Map Amendment is to change the current land use designation from Residential Medium Density to Residential High Density. The purpose of the Zoning Map Amendment is to change the current zoning designation from RA2 to RM2. The purpose of the Development agreement is to allow the applicant to develop 15 lots for detached single-family dwelling-units. The subject property is approximately 2.03 acres and located on the north side of 12200 S. at approximately 791 E. 12200 S.

The Planning Commission reviewed this item at their March 12, 2026 meeting and forwarded a negative recommendation with a 4-1 vote. The Motion for a negative recommendation cited the following:

1. That the proposed park is not a permanent park and that the agreement needs to provide assurance that it will be.
2. That the driveway lengths on lots 10, 11 and 15 are only 15 feet in length and encroaches 5 feet into the public right of way to meet the required 20 feet in length.
3. That the number of lots would be better at 12.
4. That the Development Agreement doesn't meet criterion #4 found in DCMC 9-5-200(C).

Land Use Map Amendment

Findings for Approval:

1. The proposed land use map amendment is consistent with goals, objectives, and policies of the city's general plan.
2. The proposed land use map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed land use map amendment will not adversely affect adjacent property.
4. There are adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

5. The proposed land use map amendment complies with DCMC Section 9-2-020(F).
6. The legislative body may adopt any amendment to the general plan land use map that the legislative body considers appropriate.

Findings for Denial:

1. The proposed land use map amendment is not consistent with goals, objectives, and policies of the city's general plan.
2. The proposed land use map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed land use map amendment will adversely affect adjacent property.
4. There are not adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
5. The proposed land use map amendment does not comply with DCMC Section 9-2-020(F).
6. The legislative body may reject any amendment to the general plan land use map that the legislative body considers appropriate.

Zoning Map Amendment

Findings for Approval:

1. The proposed zoning map amendment is consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is compatible with the subject properties existing Land Use Designation and harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will not adversely affect adjacent property.
4. There are adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Findings for Denial:

1. The proposed zoning map amendment is not consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is not compatible with the subject properties existing Land Use Designation and is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will adversely affect adjacent property.
4. There are not adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities,

police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Development Agreement

Findings for Approval:

1. The development agreement complies with DCMC Section 9-5-200(C) and (D) and provides for a lower density range on the property that best meets the interests of the community and applicant.

Findings for Denial:

1. The development agreement does not provide for a density range on the property that best meets the interests of the community and applicant.

ATTACHMENTS:

[Ordinance 1709 Fratto Farms LUMA.pdf](#)

ATTACHMENTS:

[Ordinance 1710 Fratto Farms ZMA.pdf](#)

ATTACHMENTS:

[Ordinance 1711 Fratto Farms DA.pdf](#)

ATTACHMENTS:

[Fratto farms DA zma Luma report.pdf](#)

ORDINANCE NO. 1709

AN ORDINANCE AMENDING THE OFFICIAL LAND USE MAP OF DRAPER CITY FOR APPROXIMATELY 2.03 ACRES OF PROPERTY FROM RESIDENTIAL MEDIUM DENSITY TO RESIDENTIAL HIGH DENSITY, LOCATED AT APPROXIMATELY 791 EAST 12200 SOUTH WITHIN DRAPER CITY, OTHERWISE KNOWN AS FRATTO FARMS LAND USE MAP AMENDMENT.

WHEREAS, pursuant to State law, Draper City has adopted a General Plan and Land Use Map to guide the future development of the City; and

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

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

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

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

Section 1. Land Use Map Amendment. The following described real property located at approximately 791 East 12200 South within Draper City, Salt Lake County, State of Utah, previously designated Residential Medium Density as shown on the Draper City Land Use Map, as depicted in Exhibit "A" hereto, is hereby changed to Residential High Density:

LOTS 1 & 8 BLK 23 DRAPERVILLE

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE
____DAY OF _____, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

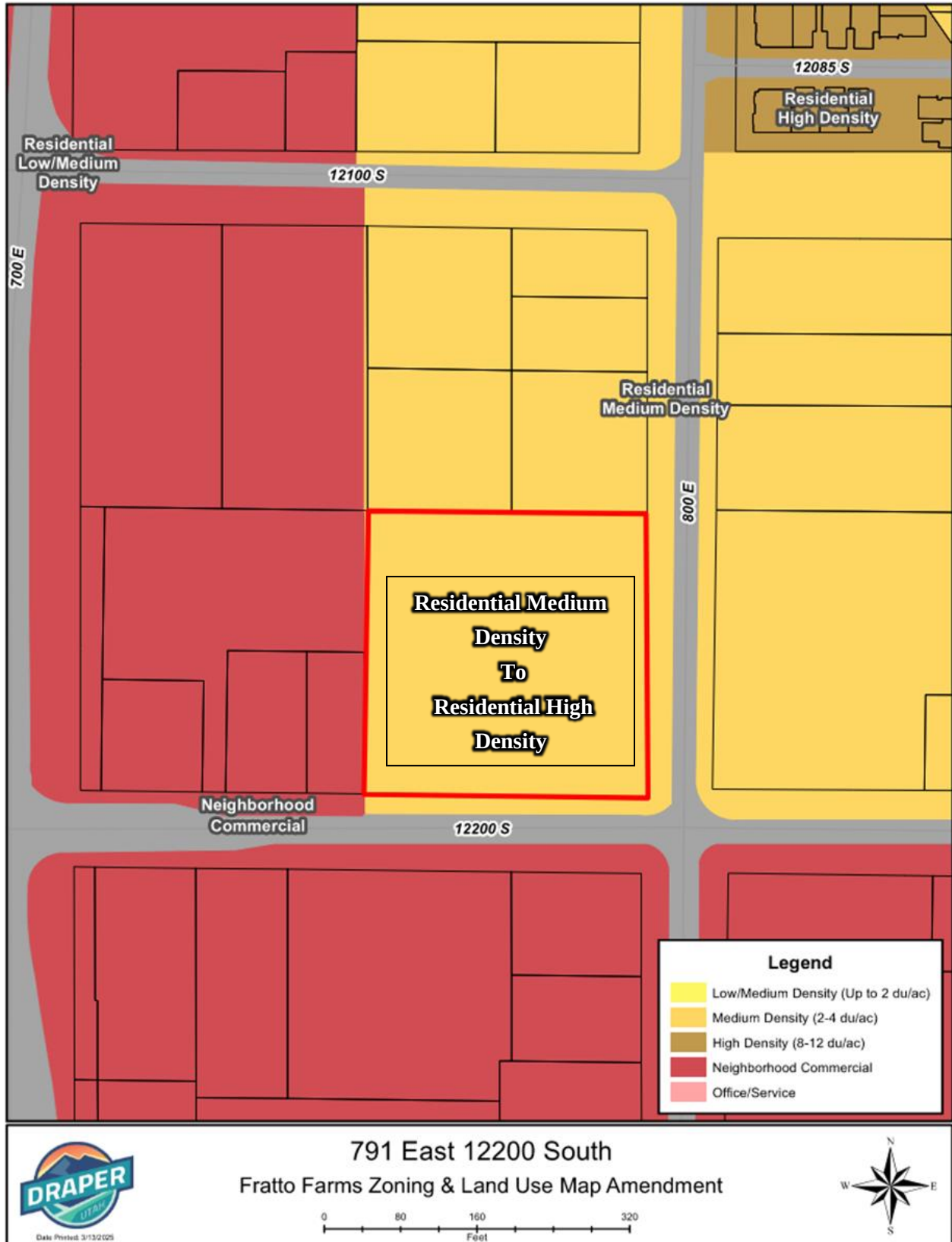
VOTE TAKEN:

Councilmember Green
Councilmember Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Councilmember Dahlin
Mayor Walker

YES	NO	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A

FRATTO FARMS LAND USE MAP AMENDMENT



ORDINANCE NO. 1710

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 2.03 ACRES OF PROPERTY FROM RA2 (RESIDENTIAL AGRICULTURAL) TO RM2 (MULTIPLE-FAMILY RESIDENTIAL), LOCATED AT APPROXIMATELY 791 EAST 12200 SOUTH WITHIN DRAPER CITY, OTHERWISE KNOWN AS FRATTO FARMS ZONING MAP AMENDMENT.

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

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

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

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

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

Section 1. Zoning Map Amendment. The following described real property located at approximately 791 East 12200 South within Draper City, Salt Lake County, State of Utah, previously zoned RA2 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to RM2:

LOTS 1 & 8 BLK 23 DRAPERVILLE

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE ____ DAY OF _____, 2025.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

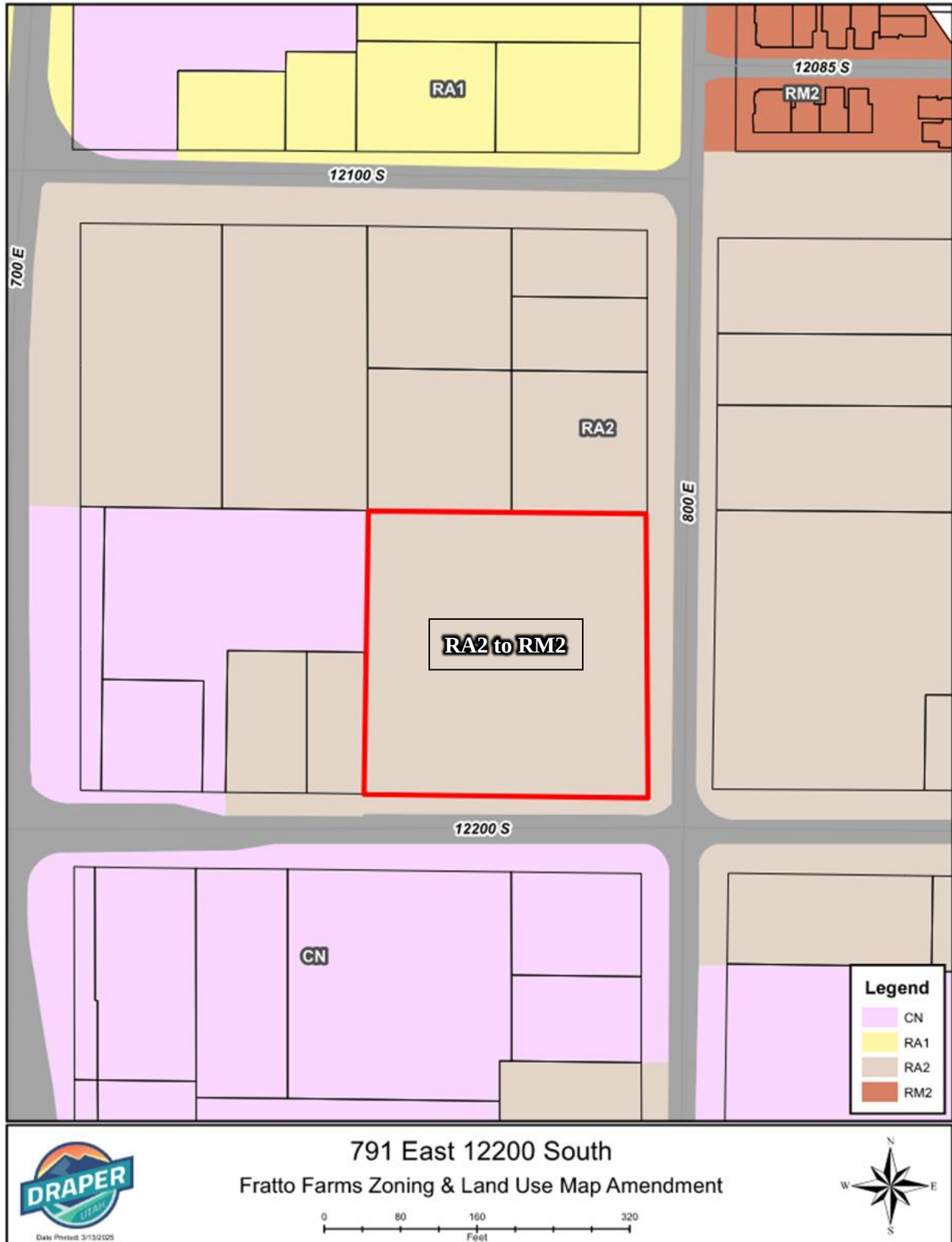
Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember Green
Councilmember Johnson
Councilmember T. Lowery
Councilmember F. Lowry
Councilmember Dahlin
Mayor Walker

YES	NO	ABSENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A
FRATTO FARMS ZONING MAP AMENDMENT



ORDINANCE NO. 1711

AN ORDINANCE APPROVING THE FRATTO FARMS DEVELOPMENT AGREEMENT FOR APPROXIMATELY 2.03 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2635 EAST 15040 SOUTH WITHIN DRAPER CITY.

WHEREAS, the Land Use and Development Code of the Draper City Municipal Code has been established to provide regulations concerning general developments within the City Boundaries; and

WHEREAS, the City Council hereby determines that it will be in the best interest of the City to allow the residential development of the subject property in accordance with the Development Agreement; and

WHEREAS, the proposed Development Agreement set forth herein has been reviewed by the City Council, and all appropriate public meetings have been held in accordance with Utah law; and

WHEREAS, the City Council has found the proposed Development Agreement to be consistent with the City's General Plan.

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

Section 1. Development Agreement. The City of Draper approves the Development Agreement provided in Exhibit A, otherwise known as the Fratto Farms Development Agreement.

Section 2. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THE ____ DAY OF _____, 2026.

DRAPER CITY

Mayor Troy K. Walker

ATTEST:

Nicole Smedley, City Recorder

VOTE TAKEN:

Councilmember Green

Councilmember Johnson

Councilmember T. Lowery

Councilmember F. Lowry

Councilmember Dahlin

Mayor Walker

YES NO ABSENT

EXHIBIT A
DEVELOPMENT AGREEMENT

**MASTER DEVELOPMENT AGREEMENT
FOR
FRATTO FARMS**

March 24, 2026

WHEN RECORDED, RETURN TO:

**Nicole Smedley
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020**

**MASTER DEVELOPMENT AGREEMENT
FOR
FRATTO FARMS**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the Twenty-Fourth day of March, 2026, by and between Draper City, a Utah municipality and Fratto Farms, a Limited Liability Company in the state of Utah.

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Master Developer, Fratto Farms, LLC, owns and is developing the property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community known as Fratto Farms and increasing property tax and other revenues to the City based on improvements to be constructed on the Property. The Master Developer will increase the economic value and benefit the area by upgrading the street and sidewalks in the area, adding storm drain and Landscaping with grass and trees along with 15 beautiful homes, with an architectural design of 2 car garages, front porches and a cottage style look that will enhance the area and the community.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-20-101 *et seq.*

G. On March, ____, 2026 the City zoned the Property RM2.

H. This MDA conforms with the intent of the City’s General Plan and the Zoning.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” through “C” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.5. **City** means Draper City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

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

1.2.8. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA as specified herein.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.14. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-803 (2025), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.15. **Master Developer** means Fratto Farms, LLC, and its assignees or transferees as permitted by this MDA.

1.2.16. **Master Plan** means the conceptual layout for Residential Dwelling Units and Public Infrastructure for the Project

1.2.17. **Maximum Residential Units** means the development on the Property Fifteen (15) Residential Dwelling Units

1.2.18. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.19. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.20. **Open Space** shall have the meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.21. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.22. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 5.9.

1.2.23. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.24. **Planning Commission** means the City's Planning Commission.

1.2.25. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.26. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.27. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.28. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a detached single-family residence as illustrated on the Master Plan.

1.2.29. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.30. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.31. **Subdivision Application** means the application to create a Subdivision.

1.2.32. **Zoning** means the RM2 zone for the Property adopted by the City on March __, 2026

1.2.33. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan and this MDA.

2.2. **Maximum Residential Units.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA of the type and in the general location as shown on the Master Plan.

2.3. **Limitation and No Guarantee.** Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.4. **Accounting for Residential Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified

portion of the Maximum Residential Units sold with the Parcel.

2.5. Master Developer will build according to these exceptions to the code:

2.5.1. DCMC Setbacks: 9-10-090 Table 9-10-3,

- a) Lot 1: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet
- b) Lot 5: Flag Lot Reduction in required setbacks from twenty-five (25) feet on all sides to twenty (20) feet and ten (10) feet per the concept site plan
- c) Lot 9: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet
- d) Lot 10: Reduction in Front setback from twenty (20) feet to fifteen (15) feet, Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet
- e) Lot 11: Reduction in Front setback from twenty (20) feet to fifteen (15) feet Reduction in Rear yard setback from twenty (20) feet to ten (10) feet
- f) Lot 12: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet, Reduction in rear yard setback from twenty (20) feet to ten (10) feet
- g) Lot 13: Reduction in in Rear yard setback from twenty (20) feet to ten (10) feet
- h) Lot 14: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet
- i) Lot 15: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15)

2.5.2. Flag lot size: 9-27-090(B),

- a) Lot 5: Reduction in minimum lot size requirement for “Flag” lot from 15,000 ft² to 8,000 ft²

2.5.3. DCMC ROW width (sidewalk): 9-27-150(B)(3),

a) Reduction in the minimum sidewalk width from six (6) to five (5) ft.

2.5.4. DCMC Fence height: 9-27-080(A) and (E).

a) Reduction in Fencing height along 12200 S at the entrance from six (6) ft to three (3) ft. from the corner of the houses to the entrance street.

2.5.5 DCMC Driveway Depth 9-10-075(A)

a) Lot 10, Lot 11 and Lot 15 will have a total of 20' driveways, but 5 ft of that will be in the public ROW measured from back of sidewalk.

2.5.6 DCMC Utility Easement 17-5-050(G)

a) Reduction for PU&DE from seven (7) ft to five (5) ft.

2.5.6 General:

- No more than 15 lots shall be permitted
- All homes shall be single family detached
- All homes Shall be no more than thirty five (35) feet in height measured from existing grade up to the peak of the roof.

2.6 Open Space: Master Developer intends to leave Lot 15 as an open community park in the beginning, but Master Developer maintains the right to sell or build on and sell lot 15 in the future in its complete discretion.

-

3. Vested Rights.

Last Update Date

Draper City Contract #

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3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law.

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons

and entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; or

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest.

4. **Term of Agreement.** The effective date of this MDA shall be February 1, 2026 This MDA shall expire February 1, 2028 If Master Developer has not been declared to be currently in Default as of February 1, 2028 (and if any such Default is not being cured) then this MDA shall be automatically extended until February 1, 2029. This MDA shall also terminate automatically at Buildout.

5. **Processing of Development Applications.**

5.1. Outsourcing of Processing of Development Applications. Within twenty-one (21) calendar days after receipt of a Development Application and upon the request of Applicant the City and Applicant will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is necessary to ensure the timely processing of the Development Application then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in good faith consultation with the Applicant (either overtime to City employees or the hiring of a City Consultant). If Applicant notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then Applicant shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Applicant) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Applicant shall, within thirty (30) calendar days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable

regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City’s internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City’s Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a “request for proposal” process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

5.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City’s Vested Laws (or, if applicable, the City’s Future Laws).

5.5. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within twenty-one (21) calendar days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.6. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7. Mediation of Development Application Denials.

5.7.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve by "Meet and Confer" shall be mediated.

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the

mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.8. Arbitration of Development Application Objections.

5.8.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.9. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create

any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

7. **Public Infrastructure.**

7.1. **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

7.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-20-807 of the Utah Code as amended, security for any Public or private Infrastructure is required by the City, the Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. **Default.**

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

8.2. **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

8.2.3. Materiality. Identify why the Default is claimed to be material; and

8.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

8.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to Arbitration as provided in Section 5.8 then the parties shall follow such processes.

8.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in 9.9:

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

8.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

8.5. **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

8.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without the requirements of Sections 9.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

8.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

8.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not

be deemed a default of Master Developer.

8.9. Limitation on Recovery for Default – No Damages. Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

9. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Troy Dana
Fratto Farms, LLC
PO Box 1849
Draper, UT 84020
Troy@WestLdev.com
801-558-7378

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
mike.barker@draperutah.gov
(801) 576-6500

With a Copy to:

Draper City
Attn: City Attorney
Traci Gundersen
1020 East Pioneer Road
Draper, UT 84020

traci.gundersen@draperutah.gov
(801) 576-6500

9.1. Effectiveness of Notice. Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

10. Headings. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture

relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

12. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

12.1. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

12.2. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact

information for the newly responsible party.

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

12.4. Time for Objection. Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

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

12.6. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations assigned by Master Developer, proposed to be assigned, or if there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the Parties shall follow such processes.

12.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

13. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

14. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

15. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

16. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a

period equal to the duration of that prevention, delay or stoppage.

17. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

18. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Troy Dana. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

19. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

20. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.

21. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the ____ day of _____, 2026, personally appeared before me _____,
who being by me duly sworn, did say that he/she is the _____ of _____, a
Utah _____ and that the foregoing instrument was duly authorized by the company at
a lawful meeting held by authority of its operating agreement and signed in behalf of said
company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Master Plan
Exhibit “C”	City’s Vested Laws

Exhibit "A"
Legal Description of Property

Lots 1 and 8 , Block 23, DRAPER TOWNSITE SURVEY, according to the official plat thereof, on file and of record in in the office of the Salt Lake County Recorder, State of Utah, Situated in Salt Lake County. APN: 28-29-302-004-0000

Exhibit “B”
Master Plan



MASTER PLAN: Scale 1:20
(Plotted on 24x36)



Exhibit “C”
City’s Vested Laws



Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

February 24, 2026

To: Draper City Planning Commission
Business Date: March 12, 2026

From: Development Review Committee

Prepared By: Nick Whittaker, MCMP, Planner II
Planning Division
Community Development Department
801-576-6522, nick.whittaker@draperutah.gov

Re: **Fratto Farms – Development Agreement, Land Use Map and Zoning Map
Amendment Requests**

Application No.: 2025-0013-MA, 2025-0014-MA & 2025-0299-DA

Applicant: Troy Dana

Project Location: 791 E. 12200 S.

Current Zoning: RA2 (Residential Agricultural, 20,000 ft² min. lot size)

Acreage: 2.03 Acres (Approximately 88,427 ft²)

Request: Request for approval of a Development Agreement, a Land Use Map Amendment to change the current land use designation from Residential Medium Density to Residential High Density and a Zoning Map Amendment to change the current zoning designation from RA2 to RM2 (Multiple-Family Residential, 12 dwelling units per acre maximum).

BACKGROUND AND SUMMARY

These applications are requests for approval of a Development Agreement, a Land Use Map Amendment and a Zoning Map Amendment. The purpose of the Development agreement is to allow the applicant to develop 15 lots for detached single-family dwelling-units on the subject property. The purpose of the Land Use Map Amendment is to change the current land use designation from Residential Medium Density to Residential High Density. The purpose of the Zoning Map Amendment is to change the current zoning designation from RA2 to RM2. The subject property is approximately 2.03 acres located on the north side of 12200 S. at approximately 791 E. 12200 S. (Exhibits C and D).



The subject property is part of the Draperville plat, Block 23, Lots 1 and 8. A single-family home which fronts onto 12200 S and two (2) storage sheds were built on the property in approximately 1955. A detached garage was added to the property in 1976. Additional accessory structures were added to the property between approximately 2002 and 2004. In 2025, all of the structures at the subject property were demolished and the lot currently remains undeveloped.

ANALYSIS

General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Residential Medium Density	Exhibit E
Current Zoning	RA2	Exhibit F
Adjacent Zoning		
East	RA2	
West	RA2 and CN (Neighborhood Commercial)	
North	RA2	
South	CN	

The Residential Medium Density land use designation is characterized as follows:

Residential Medium Density

LAND USE DESCRIPTION		
CHARACTERISTICS	• Preservation of large tracts of open space, rather than open space contained primarily in individual subdivision lots • Variations and mixing of lot sizes, setbacks, and residential development forms • Minimal fronting of homes on major streets • Provision for trails that allow interconnectivity to other existing or proposed trails • Discourage “piecemeal” infrastructure installation • Trees and abundant landscaping, encouraging low water use and native plants	
LAND USE MIX	Primary • Single-family detached homes	Secondary • Parks • Churches • Schools • Open Space
DENSITY	• Density range: 2-4 dwelling units per acre	
COMPATIBLE ZONING	• Residential Agricultural (RA2) • Single-family Residential (R3) • Single-family Residential (R4) • Master Planned Community (MPC)	
OTHER CRITERIA	• Preservation of environmental features usually requires a master-planned or cluster development. Increased densities within these areas would be allowed only with compliance to specified performance standards and impact mitigation measures	

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the RA2 zone is to, *“foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the city’s semirural areas; and to promote and preserve conditions favorable to large lot family life, including the keeping of limited numbers of animals and fowl. The predominant use in these zones is intended to be detached single-family dwellings, protected from encroachment by commercial and industrial uses.”*

Land Use Map Amendment. The applicant has requested a land use amendment to the Residential High Density land use designation (Exhibit G). The proposed designation is compatible with the requested zoning designation of RM2 (Exhibit H). The Residential High Density land use designation is described as follows:

Residential High Density

LAND USE DESCRIPTION		
CHARACTERISTICS	• Abundant landscaping • Architectural variation between units and/or buildings, designed to look like houses, not boxes • Avoid walls and fences, except for screening and buffering with neighboring developments	
LAND USE MIX	Primary • Patio homes • Townhouses • Multifamily housing	Secondary • Parks • Churches • Schools • Open Space
DENSITY	• Density range: 8-12 dwelling units per acre	
COMPATIBLE ZONING	• Institutional care (IC) • Multiple-family Residential (RM1) • Multiple-family Residential (RM2) • Master Planned Community (MPC)	
LOCATION	• Near retail centers, offices, or other compatible uses • Near major transit investment corridors	
OTHER CRITERIA	• Care must be taken to minimize impacts on other residential areas to provide adequate circulation to accommodate the traffic demands • The developer must demonstrate that the project provides a quality living environment	

Zoning Map Amendment. The applicant has requested the RM2 zoning designation for the property (Exhibit H). According to Draper City Municipal Code (DCMC) Section 9-8-020, the purpose of the RM2 zone is to *“permit well designed apartments, townhomes, twin homes, and condominiums at relatively high densities that are appropriately buffered from and compatible with surrounding land uses.”*

The RM2 zone allows multi-family dwelling units up to 12 dwelling units per acre and single-family dwellings on lots of at least 4,000 square feet in size. This would allow up to 24 dwellings on the subject property.

Development Agreement. The proposed Development Agreement (Exhibit I) would allow the developer to create a maximum of 15 lots. The maximum number of lots in the proposed agreement is 15 lots each containing one detached single-family home which is less than the 24 multi-family units that the applicant could develop should the Zoning and Land Use map amendments be approved without the agreement in place. The agreement also includes a master plan which is found in exhibit J of this report and illustrates how the developer intends to place all 15 lots on the subject property. The agreement and the master plan both describe and illustrate the frontage improvements along 800 east and along 12200 south which includes sidewalks, park strips and trees. The master plan also identifies the buildable area for each lot based upon proposed setbacks allowing each property to have front, rear and side yard areas, including the lots which front 800 east. The applicant is requesting a reduction in setbacks which are specific to each lot. The reductions are as follows:

- Lot 1: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet.
- Lot 5: Flag Lot Reduction in required setbacks from twenty-five (25) feet on all sides to twenty (20) feet and ten (10) feet per the concept site plan.
- Lot 9: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet
- Lot 10: Reduction in Front setback from twenty (20) feet to fifteen (15) feet,
Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet
- Lot 11: Reduction in Front setback from twenty (20) feet to fifteen (15) feet,
Reduction in Rear yard setback from twenty (20) feet to ten (10) feet.
- Lot 12: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet,
Reduction in rear yard setback from twenty (20) feet to ten (10) feet.
- Lot 13: Reduction in in Rear yard setback from twenty (20) feet to ten (10) feet.
- Lot 14: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet.
- Lot 15: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15).

The applicant is also requesting a reduction in driveway depth for lots 10, 11 and 15 which would allow for twenty-foot (20') long driveways, but five-feet (5') of that will be in the public right of way as measured from back of sidewalk. The agreement also incorporates design

standards that will not close off the development from the community which includes facing some of the lots toward 800 east, providing sidewalks and park strips with trees and vegetation and not closing the development off with a perimeter fence.

Criteria for Approval

Land Use Map Amendment:

The Land Use Map amendment request falls under DCMC Section 9-2-020(F) because the Land Use Map is part of Draper City's General Plan. That section lists the following criteria for a General Plan amendment as:

Plan Amendment: All plan amendments shall be in accordance with Utah Code Annotated 10-9a-404, as amended and, unless requested by the city's legislative body, shall follow the procedures as outlined in Draper City Municipal Code 9-5-060(D). That section is noted as follows:

- D. Procedure: Zoning text and map amendments shall be considered and processed as provided in this subsection:
 - 1. A complete application shall be submitted to the office of the Zoning Administrator in a form established by the administrator along with any fee established by the city's schedule of fees. The application shall include at least the following information:
 - a. The name, address and telephone number of the applicant and the applicant's agent, if any.
 - b. The name and address of every person or company the applicant represents.
 - c. The requested amendment and reasons supporting the request.
 - d. If the proposed amendment requires a change in the zoning map, the application shall include:
 - (1) An accurate property map showing present and proposed zoning classifications;
 - (2) All abutting properties showing present zoning classifications; and
 - (3) An accurate legal description and an approximate common address of the area proposed to be rezoned.
 - e. If the proposed amendment requires a change in the text of this title, the application shall include chapter and section references and a draft of the proposed text.
 - 2. After the application is determined to be complete, the zoning administrator shall prepare a staff report evaluating the application.
 - 3. The Planning Commission shall schedule and hold a public hearing on the application as provided in sections 9-5-040 and 9-5-045 of this

chapter. Following the public meeting, the Planning Commission shall recommend approval, approval with modifications, or denial of the proposed amendment and shall submit its recommendation to the City Council for review and decision.

4. The City Council shall schedule and hold a public hearing on the application as provided in sections 9-5-040 and 9-5-045 of this chapter. Following the public hearing, the City Council may approve, approve with modifications, or deny the proposed amendment.

Zoning Map Amendment 9-5-060(E)

A Map Amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one standard. However, in making a recommendation to the City Council, the Planning Commission should consider the following factors in Section 9-5-060(E)(1) of the DCMC:

1. Map Amendments:

- a. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- c. Whether the proposed amendment is consistent with the standards of any applicable overlay zone;*
- d. The extent to which the proposed amendment may adversely affect adjacent property; and*
- e. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

Development Agreements

DCMC does not contain criteria for review and potential approval of a Development Agreement. It does, however; contain a list of items that are required as part of an Agreement and limitations to a Development Agreement, as found in DCMC Section 9-5-200(C) and (D). This section depicts the required materials for such requests as:

- C. *Procedure: All development agreements, upon proper execution, shall be recorded with the respective County Recorder's Office, shall run with the land, and shall be binding on all successors in the ownership of the affected property. A development agreement shall contain, at a minimum, the following:*
 1. *A legal description of the land subject to the development agreement.*

2. *The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.*
3. *The configuration of the project as shown on a project master plan.*
4. *A statement of the benefits and value the development agreement will have for the City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.*
5. *The time frames for performance by the parties.*
6. *A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.*
7. *Provisions for enforcement of the terms and conditions of the development agreement.*
8. *Provisions for making amendments to the development agreement.*
9. *The time limitation of the agreement.*
10. *Such other terms as may be proposed and agreed to between the City and developer or subdivider.*

D. Limitations:

1. *A development agreement under this section may not:*
 - a. *Limit the City's authority in the future to:*
 - i. *Enact a land use regulation; or*
 - ii. *Take any action allowed under Utah Code Annotated Section 10-8-84, as amended;*
 - b. *Require the City to change the zoning designation of an area of land within the City in the future; or*
 - c. *Contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, unless the city council approves the development agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Annotated Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.*
2. *The City may not require a development agreement as the only option for developing land within the City.*
3. *To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by:*
 - a. *Utah Code Annotated 10-9a-530, as amended; and*
 - b. *Applicable land use regulations of this Title.*

In reviewing the requests, staff noted surrounding land uses and intensities should be considered in evaluating the proposals. There are other properties in the general area with

the same zoning and land use designations. Additionally, Staff believes that the land use characteristics of nearby developments are more intense than those associated with the current residential medium density land use designation, particularly commercial properties located to the south and west of the subject property. Staff generally agrees with the applicant's assertions in their requests (Exhibits G and H) that the proposed RM2 zoning would harmonize with other developments near the subject property. In making the requests, the applicant however did not identify any specific goals, objectives, or policies from the City's General Plan that the proposals would be consistent with.

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Development Agreement, Land Use Map and Zoning Map Amendment submissions. Comments from this division, if any, can be found in Exhibit A.

Engineering and Public Works Divisions Review. The Draper City Engineering and Public Works Divisions have completed their reviews of the Development Agreement, Land Use Map and Zoning Map Amendment submissions. Comments from these divisions, if any, can be found in Exhibit A.

Building Division Review. The Draper City Building Division has completed their review of the Development Agreement, Land Use Map and Zoning Map Amendment submissions. Comments from this division, if any, can be found in Exhibit A.

Fire Division Review. The Draper City Fire Marshal has completed his review of the Development Agreement, Land Use Map and Zoning Map Amendment submissions. Comments from this division, if any, can be found in Exhibit A.

Legal Division Review. The Draper City Attorney has completed his review of the Development Agreement, Land Use Map and Zoning Map Amendment submissions. Comments from this division, if any, can be found in Exhibit A.

GIS Division Review. The Draper City GIS Division has completed their review of the Development Agreement, Land Use Map and Zoning Map Amendment Submissions. Comments from this division, if any, can be found in Exhibit A.

Noticing. Notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review the requests, receive public comment, and make recommendations to the City Council based on the findings and criteria for approval, or denial, as listed within the staff report.

MODEL MOTIONS

Land Use Map Amendment

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Land Use Map Amendment, as requested by Troy Dana, application 2025-0014-MA, based on the findings for approval listed in the Staff Report dated February 24, 2026.

Findings for Approval:

1. The proposed land use map amendment is consistent with goals, objectives, and policies of the city's general plan.
2. The proposed land use map amendment is harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed land use map amendment will not adversely affect adjacent property.
4. There are adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
5. The proposed land use map amendment complies with DCMC Section 9-2-020(F).
6. The legislative body may adopt any amendment to the general plan land use map that the legislative body considers appropriate.

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Land Use Map Amendment, as requested by Troy Dana of Westland Development, Representing Fratto Farms, LLC., application 2025-0014-MA, based on the findings for approval listed in the Staff Report dated March 14, 2025 and as modified by the following additional findings:

1. (List additional findings for approval...)

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for the Land Use Map Amendment, as requested by Troy Dana, application 2025-0014-MA, based on the findings for denial listed in the Staff Report dated February 24, 2026.

Findings for Denial:

1. The proposed land use map amendment is not consistent with goals, objectives, and policies of the city's general plan.

2. The proposed land use map amendment is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed land use map amendment will adversely affect adjacent property.
4. There are not adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.
6. The proposed land use map amendment does not comply with DCMC Section 9-2-020(F).
5. The legislative body may reject any amendment to the general plan land use map that the legislative body considers appropriate.

Zoning Map Amendment

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for approval of the Zoning Map Amendment, as requested by Troy Dana, application 2025-0013-MA, based on the following findings for approval listed in the Staff Report dated February 24, 2026.

Findings for Approval:

1. The proposed zoning map amendment is consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is compatible with the subject properties existing Land Use Designation and harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will not adversely affect adjacent property.
4. There are adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Troy Dana, application 2025-0013-MA, based on the findings for approval listed in the Staff Report dated February 24, 2026 and as modified by the following additional findings:

1. (List additional findings for approval...)

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for denial of the Zoning Map Amendment, as requested by Troy Dana, application 2025-0013-MA, based on the following findings for denial listed in the Staff Report dated February 24, 2026.

Findings for Denial:

1. The proposed zoning map amendment is not consistent with goals, objectives, and policies of the city's general plan.
2. The proposed zoning map amendment is not compatible with the subject properties existing Land Use Designation and is not harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed zoning map amendment will adversely affect adjacent property.
4. There are not adequate facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Development Agreement

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Troy Dana, application 2025-0299-DA, based on the following findings for approval listed in the Staff Report dated February 24, 2026.

Findings for approval:

1. The development agreement complies with DCMC Section 9-5-200(C) and (D) and provides for a lower density range on the property that best meets the interests of the community and applicant.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Troy Dana, application 2025-0299-DA, based on the findings for approval listed in the Staff Report dated February 24, 2026 together with the following additional or modified findings:

Additional or Modified Findings:

1. (List any additional or modified findings ...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Development Agreement, as requested by Troy Dana, application 2025-0299-DA, based on the following findings for denial listed in the Staff Report dated February 24, 2025:

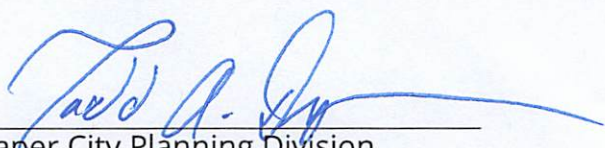
Findings for denial:

1. The development agreement does not provide for a density range on the property that best meets the interests of the community and applicant.

DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

We, the undersigned, as duly appointed members of the Draper City Development Review Committee, do acknowledge that the application which provides the subject for this staff report has been reviewed by the Committee and has been found to be appropriate for review by the Draper City Planning Commission and/or City Council.

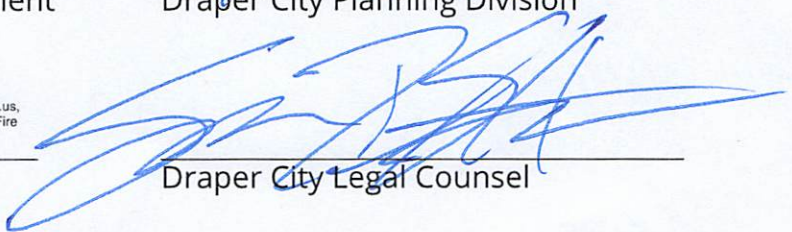
Draper City Public Works Department



Draper City Planning Division

 Digitally signed by Don Buckley
DN: C=US, E=don.buckley@draper.ut.us,
O=Draper City Fire Department, OU=Fire
Marshal, CN=Don Buckley
Date: 2026.03.04 14:45:12-0700

Don Buckley
Draper City Fire Department



Draper City Legal Counsel

 Digitally signed by Matthew Symes
DN: C=US, E=matt.symes@draperutah.gov,
O=Draper City Corp., CN=Matthew Symes
Date: 2026.03.04 15:06:02-0700

Matthew Symes
Draper City Building Division

EXHIBIT A DEPARTMENT REVIEWS

REVIEWS ARE NOT MEANT TO BE AN ALL INCLUSIVE LIST OF POSSIBLE COMMENTS OR CONDITIONS.

Planning Division Review.

1. No additional comments.

Engineering and Public Works Divisions Review.

1. The change in zone from residential / agricultural half acre (RA2) to residential / multifamily (RM2) which is proposing to change from a gross permitted residential density of four residences to the proposed twenty-four residential unit gross density represents a significant increase in potential demand on the local streets and utilities. The proposed zone permits up to twenty-four residential units with the potential of 175 daily trips and 12 peak hour trips on the fronting streets, 12200 South and 800 East, both local streets in this area. The nearest classified street, typically the direction of travel, is 700 East, owned by Utah Department of Transportation (UDOT) and is classified as an arterial with the highest vehicle capacity. Based on the capacity of the fronting public streets, 12200 South and 800 East, the increase in density represents additional traffic, but not to the level where mitigation measures would be anticipated. Typically, a use where 100 peak hour trips are generated triggers the need to have a traffic impact study (TIS) completed to analyze mitigation requirements. The size of the subject parcel and the potential number of trips generated from a parcel of this size does not automatically trigger a TIS. There are no public frontage improvements on either fronting public streets and will be a requirement of any site development.
2. Connectivity with the subject parcel to public rights-of-way could be to both 12200 South and 800 East, local streets. Access onto either fronting street would be permitted potentially by a driveway or private street. Accesses are required to meet Draper City standards as outlined in our Master Transportation Plan and city code. Any development will need to be evaluated for access location due to the required spacing from the intersection of 800 East and 12200 South. Access is evaluated at the time of a site plan or subdivision application.
3. There are no existing storm drainage facilities fronting the subject parcel. However, there are storm drainage facilities in the area, but there is no guarantee that those facilities are feasible to connect to from the existing site. Any future site drainage will be required to be addressed with any subdivision or site plan application and shall comply with the provisions of the development requirements within the

Draper City Municipal Code.

4. Sanitary sewer facilities will be provided by Jordan Basin Improvement District. Any subdivision or site plan application will require a commitment to serve from the sewer district that facilities are adequate to provide service for the proposed uses.
5. Drinking water is provided by WaterPro to the subject parcel. Any subdivision or site plan application will require a commitment to serve from WaterPro that facilities are adequate to provide service for the proposed uses.

Building Division Review.

1. No additional comments.

Fire Division Review.

1. No additional comments.

Legal Division Review.

1. No additional comments.

GIS Division Review.

1. No additional comments.

EXHIBIT B
LEGAL DESCRIPTION

LOTS 1 & 8 BLK 23 DRAPERVILLE

EXHIBIT C
VICINITY MAP

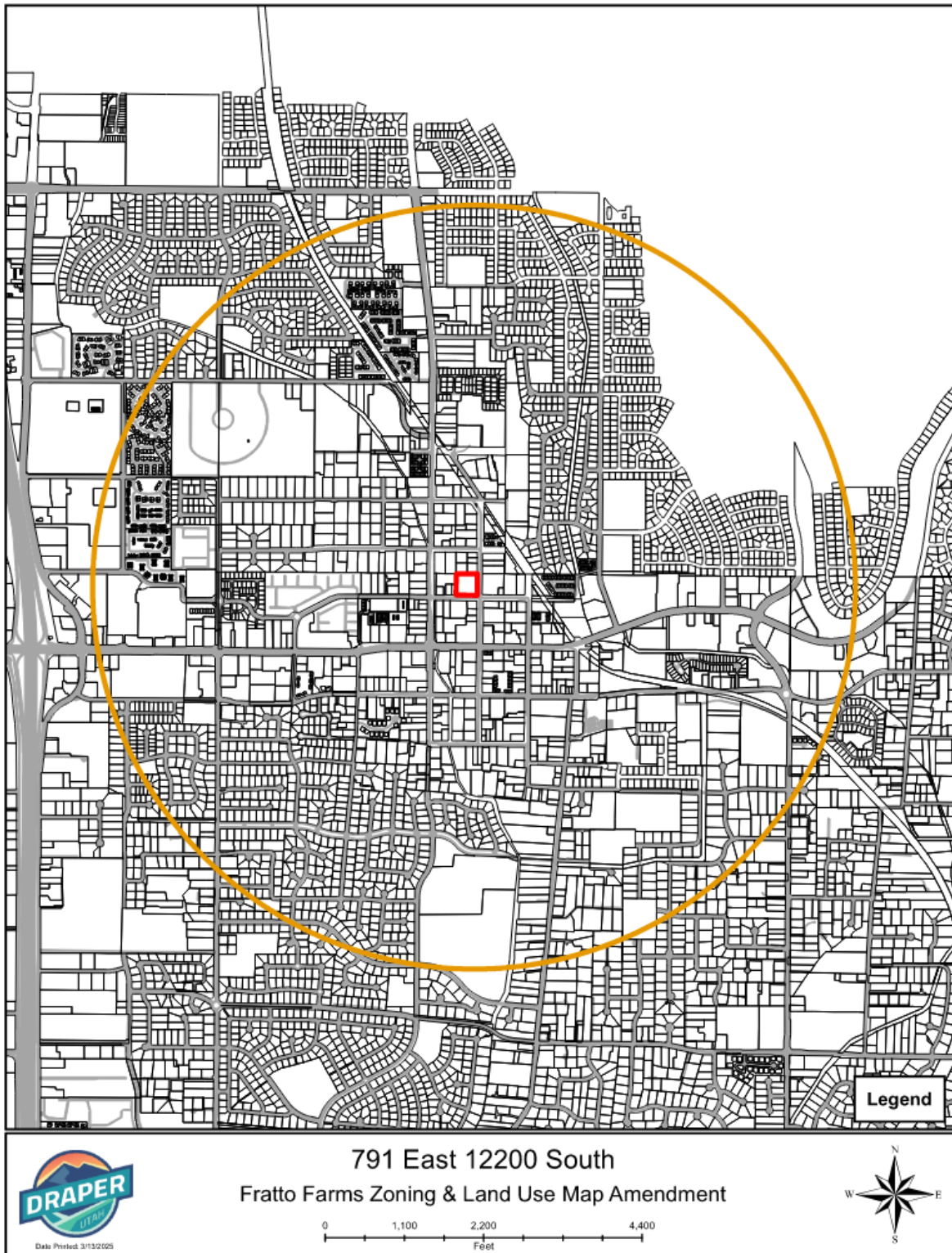


EXHIBIT D
AERIAL MAP

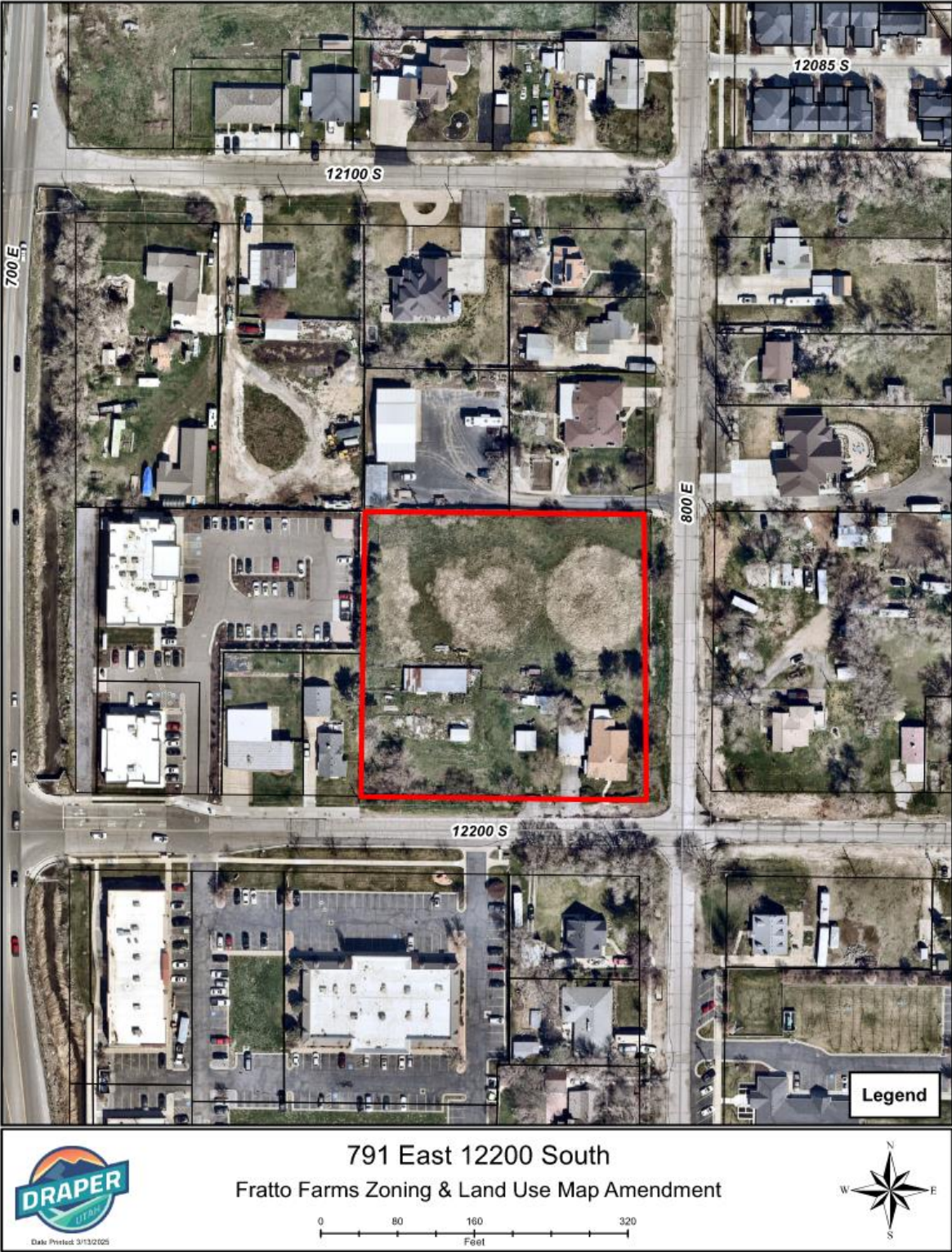


EXHIBIT E
LAND USE MAP

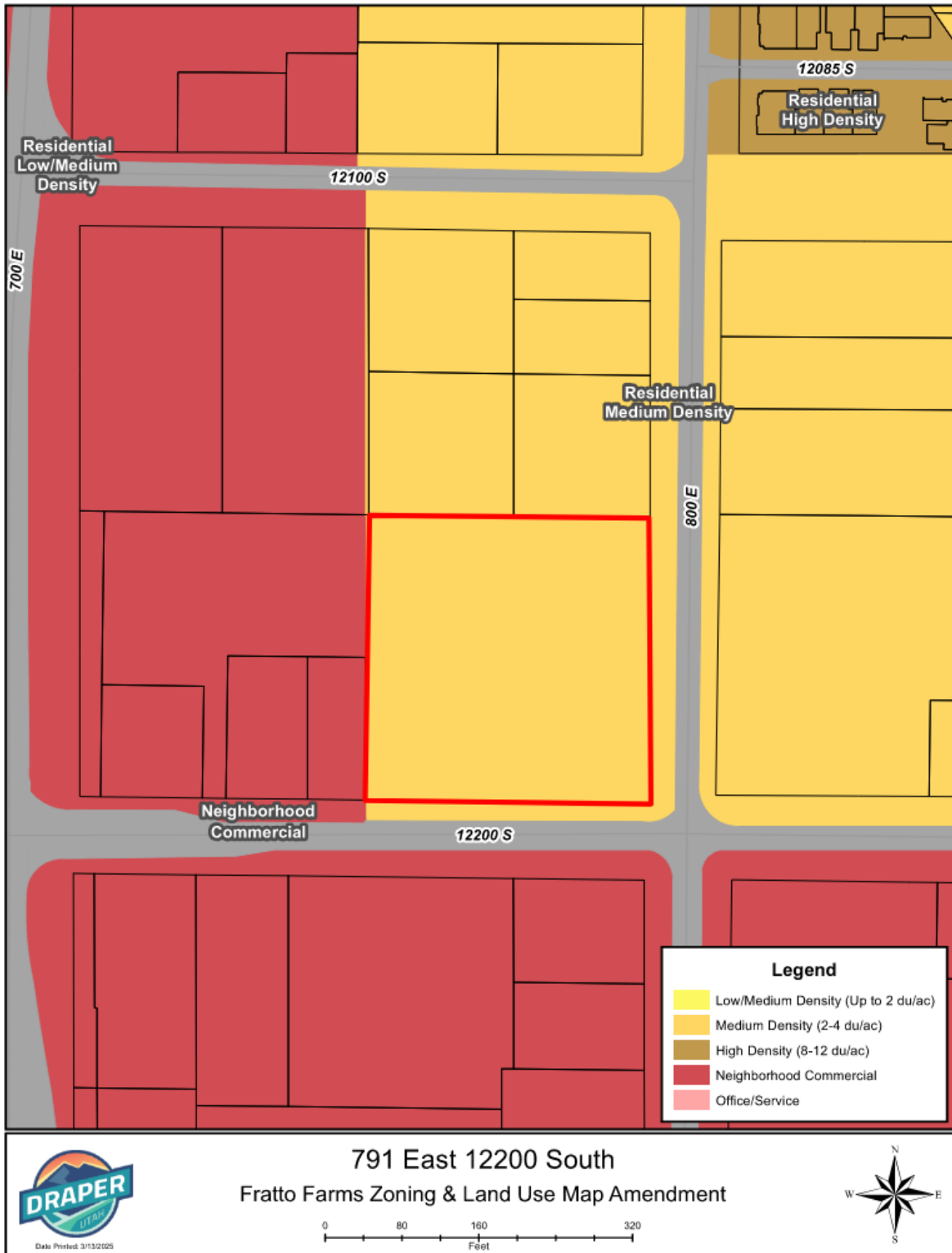


EXHIBIT F ZONING MAP

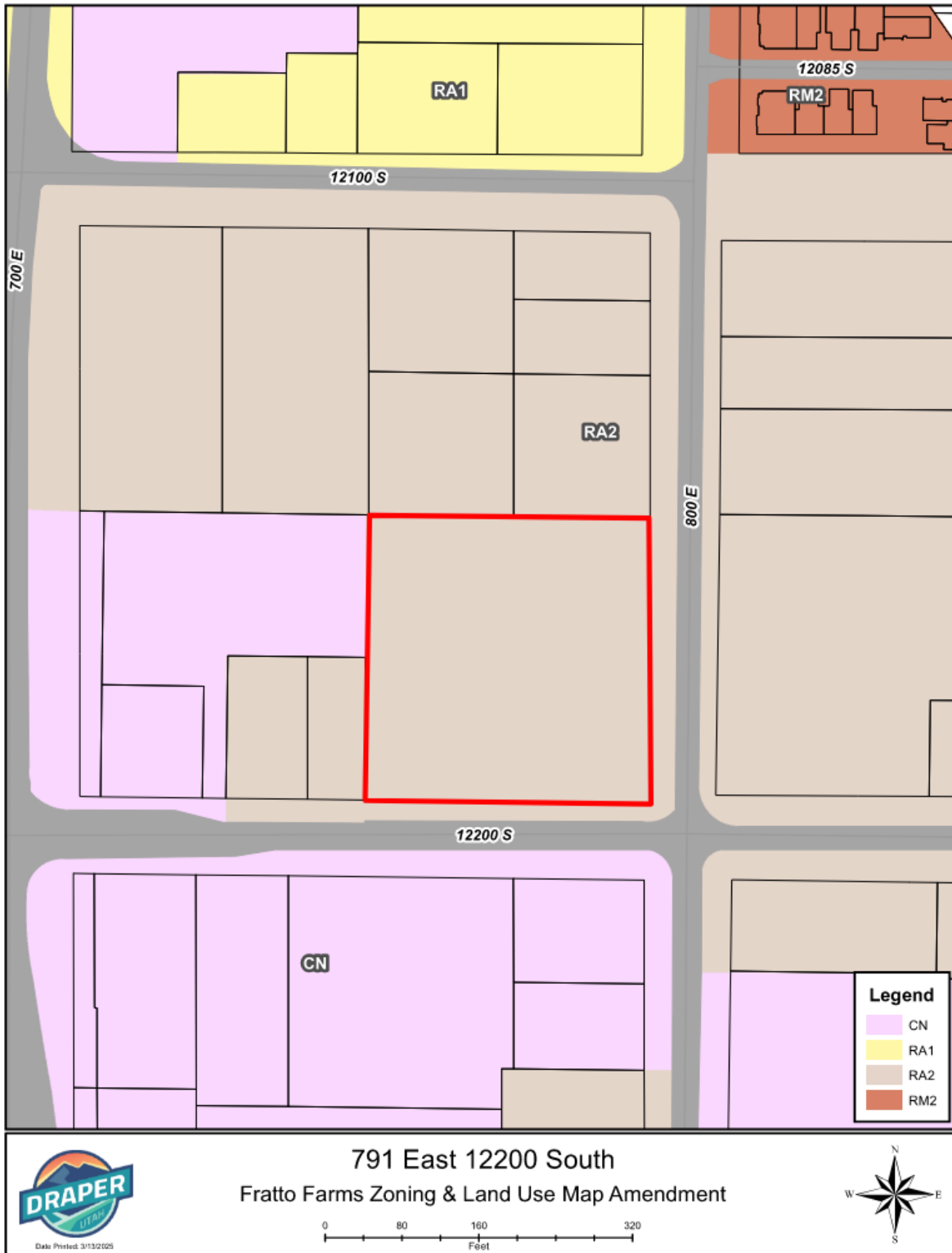


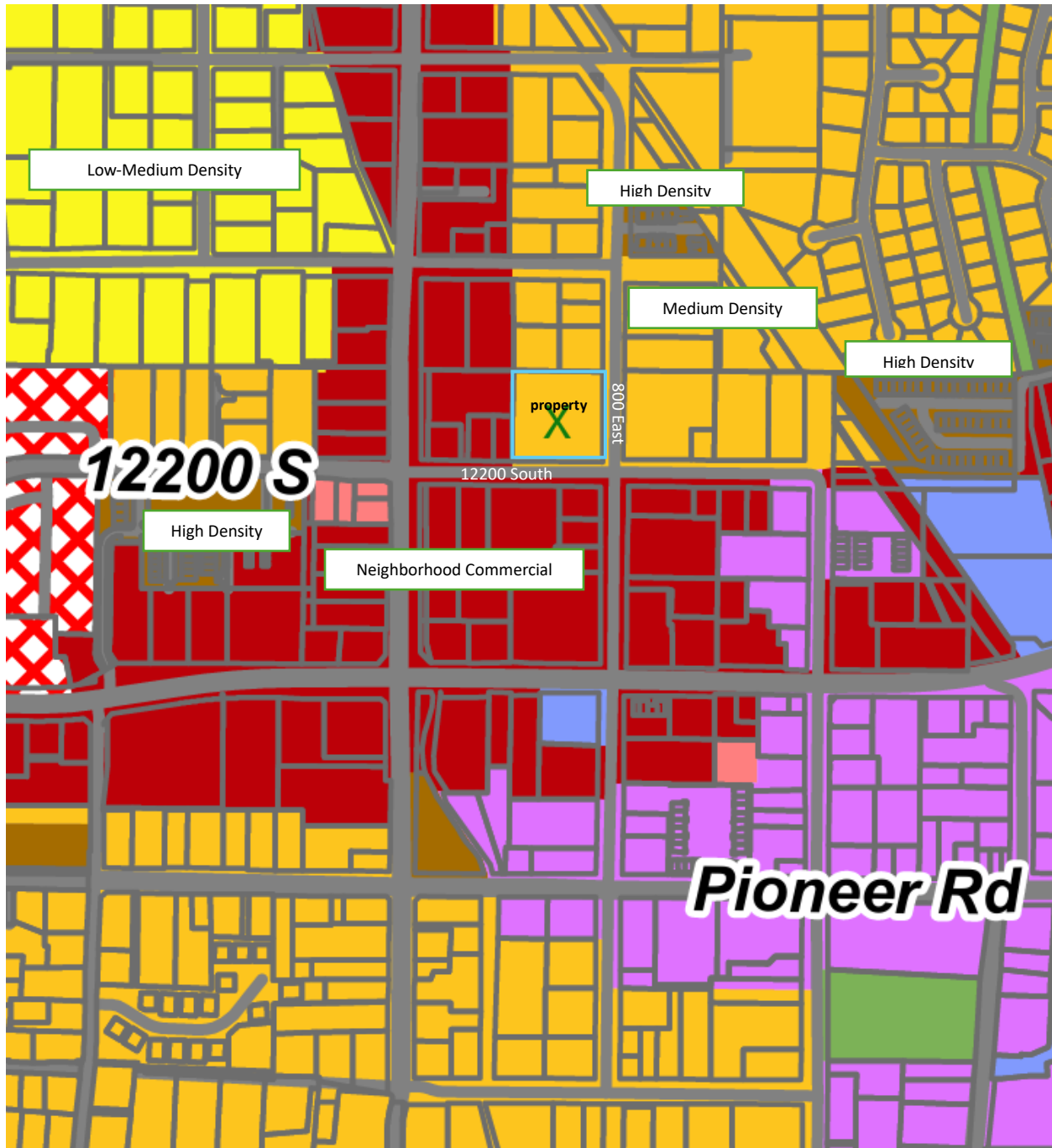
EXHIBIT G
APPLICANT'S RESPONSES – LAND USE MAP AMENDMENT

Fratto Farms Land Use Map Amendment

To whom it may concern;

We own the approximately 2 acres located on 791 E and 12200 S. We are requesting a Land Use Map Amendment from Low Medium Density to High Density. This use would allow for RM2 zoning to construct higher density homes in an area where development and additional higher density projects have been built and will be built in the future. We feel the use would be harmonious with the surrounding areas as our border to the west is adjacent to C3 commercial zone, our border to the south is across the street from C3 commercial zone, our border to the east is alongside 800 E, our border to the north is adjacent to residential. This corner property has roadways for access along 12200 S and 800 E and will be more than sufficient to enter and exit the property. All utilities are in both 12200 S and 800 E and will be able to serve the new zoning and future development.

Land Use Map



Subject property is surrounded by Neighborhood Commercial and Medium Density with High Density within 400 ft and .25 miles. Proposing Land Use change from Medium Density of 4 units to the acre to High Density of 8-12 units per acre.

The proposed Development agreement would limit the total number of lots on the property to 15

EXHIBIT H
APPLICANT'S RESPONSES – ZONING MAP AMENDMENT

Fratto Farms Zone Change

To whom it may concern;

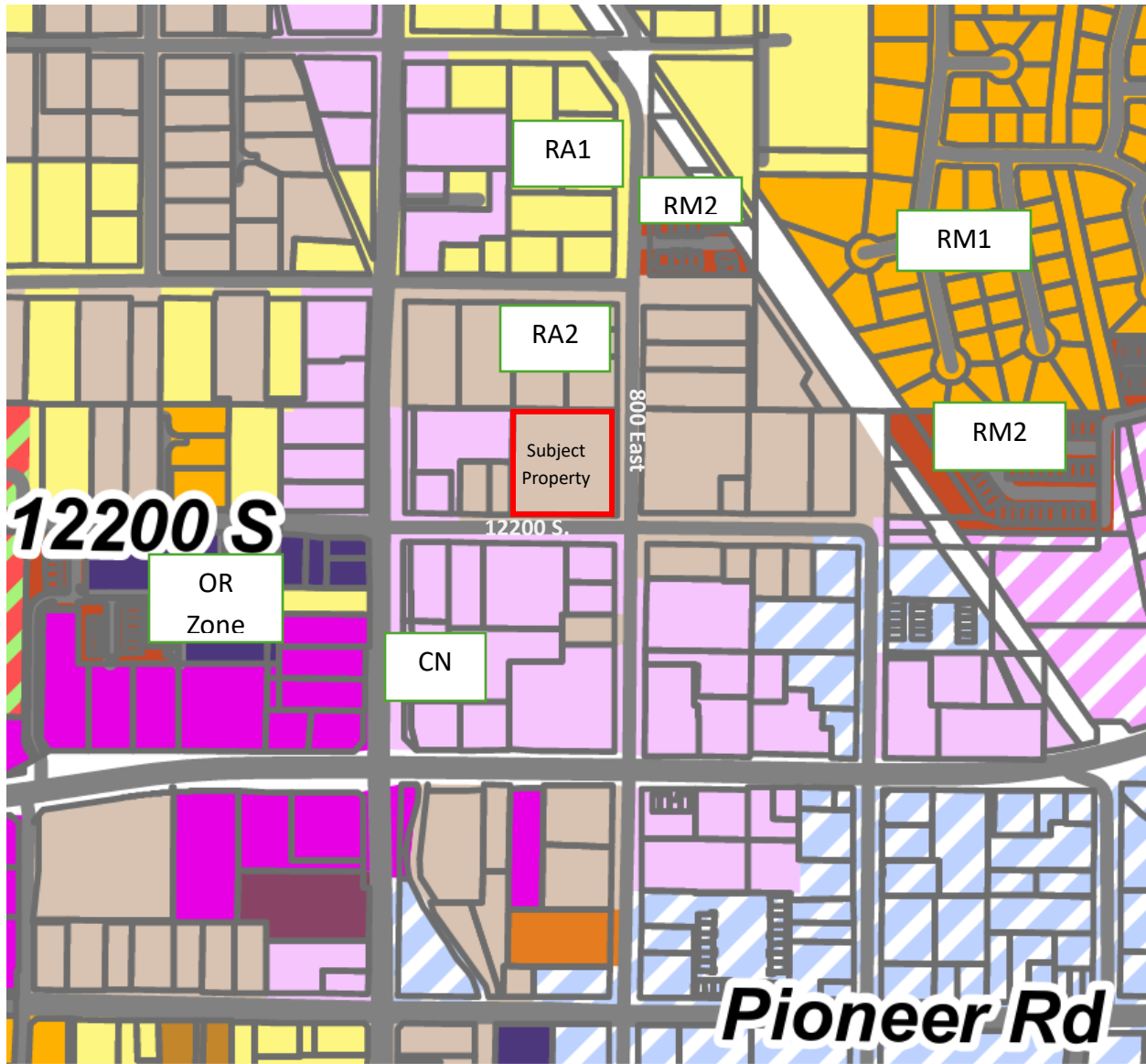
We own the approximately 2 acres located on 791 E and 12200 S. We are requesting a zone change from RA2 to RM2. This zoning would allow for up to 24 lots to be developed.

However, with my proposed development agreement, the maximum number will be no more than 15 lots total. We feel the zoning would be harmonious with the surrounding areas as our border to the west is adjacent to C3 commercial zone, our border to the south is across the street from C3 commercial zone, our border to the east is alongside 800 E, our border to the north is adjacent to residential. This corner property has roadways for access along 12200 S and 800 E and will be more than sufficient to enter and exit the property. All utilities are in both 12200 S and 800 E and will be able to serve the new zoning and future development.

In speaking with other property owners, who most of them use their properties as rental homes, there are a few other parcels that would like to do multi family in the future as well. The area already has townhomes less than a block to the north and 2 blocks to the east, southeast and also 3 blocks to the west. We believe this zoning and future development is consistent with the General Plan in the surrounding area along 700 E being highly commercial and with being surrounded by multifamily in the area.

We ask that you kindly consider this request and understand that the request is in line with the General Plan and future growth development, but will also respect the open feel of Draper with a large park on the corner and a tribute to the old family farm that gives Draper its great history.

Zoning Map



The subject property is proposing RM2 Zone, changing from RA2. The subject property is adjacent to Neighborhood Commercial and Residential Zones. The subject property is located on the corner of a Commercial Zones and Residential Zones. The residential RA2 Zone is a minimum of 20,000 sf lots and the RM2 zone is 8-12 units per acre. RM2 Zone is located on 4 projects within 400 ft and .25 miles from the Subject Property along with OR Zone which allowed for 12 units to the acre.

The proposed Development agreement would limit the total number of lots on the property to 15

EXHIBIT I
DEVELOPMENT AGREEMENT

**MASTER DEVELOPMENT AGREEMENT
FOR
FRATTO FARMS**

March 24, 2026

WHEN RECORDED, RETURN TO:

**Nicole Smedley
Draper City Recorder
1020 E Pioneer Rd.
Draper, UT 84020**

**MASTER DEVELOPMENT AGREEMENT
FOR
FRATTO FARMS**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the Twenty-Fourth day of March, 2026, by and between Draper City, a Utah municipality and Fratto Farms, a Limited Liability Company in the state of Utah.

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Master Developer, Fratto Farms, LLC, owns and is developing the property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community known as Fratto Farms and increasing property tax and other revenues to the City based on improvements to be constructed on the Property. The Master Developer will increase the economic value and benefit the area by upgrading the street and sidewalks in the area, adding storm drain and Landscaping with grass and trees along with 15 beautiful homes, with an architectural design of 2 car garages, front porches and a cottage style look that will enhance the area and the community.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-20-101 *et seq.*

G. On March, ____, 2026 the City zoned the Property RM2.

H. This MDA conforms with the intent of the City’s General Plan and the Zoning.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” through “C” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.5. **City** means Draper City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

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

1.2.8. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA as specified herein.

1.2.11. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.13. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.14. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-803 (2025), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.15. **Master Developer** means Fratto Farms, LLC, and its assignees or transferees as permitted by this MDA.

1.2.16. **Master Plan** means the conceptual layout for Residential Dwelling Units and Public Infrastructure for the Project

1.2.17. **Maximum Residential Units** means the development on the Property Fifteen (15) Residential Dwelling Units

1.2.18. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.19. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.20. **Open Space** shall have the meaning specified in Section 9-3-040 of the City's Vested Laws.

1.2.21. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.22. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 5.9.

1.2.23. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.24. **Planning Commission** means the City's Planning Commission.

1.2.25. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.26. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.27. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.28. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a detached single-family residence as illustrated on the Master Plan.

1.2.29. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.30. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.31. **Subdivision Application** means the application to create a Subdivision.

1.2.32. **Zoning** means the RM2 zone for the Property adopted by the City on March __, 2026

1.2.33. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan and this MDA.

2.2. **Maximum Residential Units.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA of the type and in the general location as shown on the Master Plan.

2.3. **Limitation and No Guarantee.** Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Master Plan requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.4. **Accounting for Residential Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified

portion of the Maximum Residential Units sold with the Parcel.

2.5. Master Developer will build according to these exceptions to the code:

2.5.1. DCMC Setbacks: 9-10-090 Table 9-10-3,

-a) Lot 1: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet

b) Lot 5: Flag Lot Reduction in required setbacks from twenty-five (25) feet on all sides to twenty (20) feet and ten (10) feet per the concept site plan

c) Lot 9: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet

d) Lot 10: Reduction in Front setback from twenty (20) feet to fifteen (15) feet, Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet

e) Lot 11: Reduction in Front setback from twenty (20) feet to fifteen (15) feet Reduction in Rear yard setback from twenty (20) feet to ten (10) feet

f) Lot 12: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet, Reduction in rear yard setback from twenty (20) feet to ten (10) feet

g) Lot 13: Reduction in in Rear yard setback from twenty (20) feet to ten (10) feet

h) Lot 14: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15) feet

i) Lot 15: Reduction in Front/Corner setback from twenty (20) feet to fifteen (15)

2.5.2. Flag lot size: 9-27-090(B),

a) Lot 5: Reduction in minimum lot size requirement for “Flag” lot from 15,000 ft² to 8,000 ft²

2.5.3. DCMC ROW width (sidewalk): 9-27-150(B)(3),

- a) Reduction in the minimum sidewalk width from six (6) to five (5) ft.

2.5.4. DCMC Fence height: 9-27-080(A) and (E).

- a) Reduction in Fencing height along 12200 S at the entrance from six (6) ft to three (3) ft. from the corner of the houses to the entrance street.

2.5.5 DCMC Driveway Depth 9-10-075(A)

- a) Lot 10, Lot 11 and Lot 15 will have a total of 20' driveways, but 5 ft of that will be in the public ROW measured from back of sidewalk.

2.5.6 DCMC Utility Easement 17-5-050(G)

- a) Reduction for PU&DE from seven (7) ft to five (5) ft.

2.5.6 General:

- No more than 15 lots shall be permitted
- All homes shall be single family detached
- All homes Shall be no more than thirty five (35) feet in height measured from existing grade up to the peak of the roof.

2.6 Open Space: Master Developer intends to leave Lot 15 as an open community park in the beginning, but Master Developer maintains the right to sell or build on and sell lot 15 in the future in its complete discretion.

-

3. **Vested Rights.**

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law.

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons

and entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 *et seq.*;

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development; or

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest.

4. **Term of Agreement.** The effective date of this MDA shall be February 1, 2026 This MDA shall expire February 1, 2028 If Master Developer has not been declared to be currently in Default as of February 1, 2028 (and if any such Default is not being cured) then this MDA shall be automatically extended until February 1, 2029. This MDA shall also terminate automatically at Buildout.

5. **Processing of Development Applications.**

5.1. Outsourcing of Processing of Development Applications. Within twenty-one (21) calendar days after receipt of a Development Application and upon the request of Applicant the City and Applicant will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is necessary to ensure the timely processing of the Development Application then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in good faith consultation with the Applicant (either overtime to City employees or the hiring of a City Consultant). If Applicant notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then Applicant shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Applicant) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Applicant shall, within thirty (30) calendar days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable

regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City’s internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City’s Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a “request for proposal” process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

5.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City’s Vested Laws (or, if applicable, the City’s Future Laws).

5.5. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within twenty-one (21) calendar days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.6. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7. Mediation of Development Application Denials.

5.7.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve by "Meet and Confer" shall be mediated.

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the

mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.8. Arbitration of Development Application Objections.

5.8.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.9. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create

any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

7. **Public Infrastructure.**

7.1. **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws.

7.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-20-807 of the Utah Code as amended, security for any Public or private Infrastructure is required by the City, the Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. **Default.**

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

8.2. **Contents of the Notice of Default.** The Notice of Default shall:

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

8.2.3. Materiality. Identify why the Default is claimed to be material; and

8.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

8.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to Arbitration as provided in Section 5.8 then the parties shall follow such processes.

8.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in 9.9:

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

8.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

8.5. **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

8.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without the requirements of Sections 9.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

8.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

8.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not

be deemed a default of Master Developer.

8.9. Limitation on Recovery for Default – No Damages. Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

9. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Troy Dana
Fratto Farms, LLC
PO Box 1849
Draper, UT 84020
Troy@WestLdev.com
801-558-7378

To the City:

Draper City
Attn: City Manager
Mike Barker
1020 East Pioneer Road
Draper, UT 84020
mike.barker@draperutah.gov
(801) 576-6500

With a Copy to:

Draper City
Attn: City Attorney
Traci Gundersen
1020 East Pioneer Road
Draper, UT 84020

traci.gundersen@draperutah.gov
(801) 576-6500

9.1. Effectiveness of Notice. Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

10. Headings. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture

relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

12. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

12.1. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

12.2. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact

information for the newly responsible party.

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

12.4. Time for Objection. Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

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

12.6. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations assigned by Master Developer, proposed to be assigned, or if there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.5 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the Parties shall follow such processes.

12.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

13. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

14. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

15. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

16. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a

period equal to the duration of that prevention, delay or stoppage.

17. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

18. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Troy Dana. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

19. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

20. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.

21. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

23. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City’s Vested Laws, Exhibit “C”, shall not be recorded in the chain of title. A secure copy of Exhibit “C” shall be filed with the City Recorder and each party shall also have an identical copy.

24. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. ____ adopted by the City on March ____, 2026.

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

MASTER DEVELOPER
Fratto Farms, LLC

CITY
Draper City

By: _____
 Its: _____
 Date: _____

By: _____,
Its: City Manager
Date: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

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

On the ____ day of _____, 2026 personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Draper City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the ____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a Utah _____ and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	Master Plan
Exhibit “C”	City’s Vested Laws

Exhibit "A"
Legal Description of Property

Lots 1 and 8 , Block 23, DRAPER TOWNSITE SURVEY, according to the official plat thereof, on file and of record in in the office of the Salt Lake County Recorder, State of Utah, Situated in Salt Lake County. APN: 28-29-302-004-0000

Exhibit “B”
Master Plan



Zone: RM2

Development Agreement Exceptions to Zoning Ordinance

Lot 1:
Reduction in Front/Corner setback from 20' to 15'.

Lot 5:
Reduction in minimum lot size requirement for "Flag" lot from 15,000 sq. ft. to 8,000 sq. ft.
Reduction in required setbacks from 25' on all sides, to 20' and 10' as shown.

Lot 9:
Reduction in Front/Corner setback from 20' to 15'.

Lot10:
Reduction in Front setback from 20' to 15'.
Reduction in Front/Corner setback from 20' to 15'.

Lot 11:
Reduction in Front setback from 20' to 15'.
Reduction in Rear yard setback from 20' to 10'.

Lot 12:
Reduction in Front/Corner setback from 20' to 15'.
Reduction in Rear yard setback from 20' to 10'.

Lot 13:
Reduction in Rear yard setback from 20' to 10'.

Lot 14:
Reduction in Front/Corner setback from 20' to 15'.

Modification from Zoning Ordinance 17-5-50-G. "Utility Easements: All lots shall have front and rear yard easements, and at least one side yard easement, of at least seven feet (7')." Reduction from 7' to 5' to match the setback requirements of the RM2 zone.

MASTER PLAN: Scale 1:20
(Plotted on 24x36)



Exhibit “C”
City’s Vested Laws

EXHIBIT J
MASTER PLAN



Zone: RM2

Development Agreement Exceptions to Zoning Ordinance

- Lot 1:
Reduction in Front/Corner setback from 20' to 15'.
- Lot 5:
Reduction in minimum lot size requirement for "Flag" lot from 15,000 sq. ft. to 8,000 sq. ft.
Reduction in required setbacks from 25' on all sides, to 20' and 10' as shown.
- Lot 9:
Reduction in Front/Corner setback from 20' to 15'.
- Lot 10:
Reduction in Front setback from 20' to 15'.
Reduction in Front/Corner setback from 20' to 15'.
- Lot 11:
Reduction in Front setback from 20' to 15'.
Reduction in Rear yard setback from 20' to 10'.
- Lot 12:
Reduction in Front/Corner setback from 20' to 15'.
Reduction in Rear yard setback from 20' to 10'.
- Lot 13:
Reduction in Rear yard setback from 20' to 10'.
- Lot 14:
Reduction in Front/Corner setback from 20' to 15'.
- Modification from Zoning Ordinance 17-5-50-G. "Utility Easements: All lots shall have front and rear yard easements, and at least one side yard easement, of at least seven feet (7')." Reduction from 7' to 5' to match the setback requirements of the RM2 zone.

MASTER PLAN: Scale 1:20
(Plotted on 24x36)

