



PLANNING COMMISSION AGENDA

Thursday, March 26, 2026, 6:30 PM
1020 East Pioneer Road
Draper, UT 84020
Council Chambers

6:30 PM BUSINESS MEETING

1. Items for Commission Consideration

1.a Action Item: Approve Planning Commission Meeting Minutes for January 8, 2026 (Administrative Action)

Approval of Planning Commission Meeting Minutes for January 8, 2026

1.b Action Item: Approve Planning Commission Meeting Minutes for January 22, 2026 (Administrative Action)

Approval of Planning Commission Meeting Minutes for January 22, 2026

1.c Public Hearing: Organize Simply LLC. Home Occupation Conditional Use Permit Request (Administrative Item)

On the behalf of Tracy and Daniel Bowers, representing Organize Simply, LLC., a request for approval of a Home Occupation Conditional Use Permit, on approximately 0.39 acres located at 786 E. Southfork Dr. Known as application 2026-0027-USE, Staff Contact: Nick Whittaker, (801) 576-6522, Nick.Whittaker@draperutah.gov

1.d Public Hearing: Openshaw Corner Development Agreement Request (Legislative Item)

On the request of Charlie Openshaw and Porter Openshaw, representing CJO Holdings, LLC and P&J Ventures, LLC, A Development Agreement request for approximately 1.44 acres, located at approximately 207 East 13800 South, known as application 2025-0305-DA, Staff Contact: Todd Draper, (801) 576-6335, todd.draper@draperutah.gov.

1.e Public Hearing: Bangerter Crossroads Development Agreement Request (Legislative Item)

On the request of Duaine Rasmussen, representing Tom Lloyd and Lloyd's TLC Limited, A Development Agreement request for approximately 17.88 acres, located at approximately 13782 South 300 East, known as application 2025-0304-DA, Staff Contact: Todd Draper, (801) 576-6335, todd.draper@draperutah.gov.

2. Other Business

Coordination between City Staff and Planning Commission (as needed).

3. **Adjournment**

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper Planning Commission** meeting to be held **March 26, 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: Planning Commission

From:

Date: 2026-03-26

Re: Action Item: Approve Planning Commission Meeting Minutes for January 8, 2026
(Administrative Action)

Comments:

ATTACHMENTS:

[Draper PC Mtg 010826 Draft.pdf](#)

MINUTES OF THE DRAPER CITY PLANNING COMMISSION MEETING HELD ON THURSDAY, JANUARY 8, 2026, IN THE DRAPER CITY COUNCIL CHAMBERS

PARTICIPATING: Andrew Adams, Chair
Lisa Fowler, Vice-Chair
Commissioner Member Kendra Shirey
Commission Member Susan Nixon
Commission Member Gary Ogden
Alternate Commission Member Christine Green

EXCUSED: Commission Member Mary Squire

NOT SITTING: Alternate Commission Member Laura Fidler

STAFF: Jennifer Jastremsky, Community Development Director
Todd Draper, Planning Manager
Nick Whitaker, City Planner
Lori Stout, Executive Assistant
Brien Maxfield, City Engineer
Traci Gundersen, City Attorney
Spencer DuShane, Assistant City Attorney

6:30 PM Business Meeting

Chair Andrew Adams called the meeting to order at 6:32 PM and reported that the meeting would begin with the election of a Chair and Vice-Chair for 2026.

Motion: Commissioner Ogden moved to APPOINT Andrew Adams as Planning Commission Chair for 2026.

Second: Commissioner Fowler seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams				X	
Fowler	X				
Squire					X
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate				X	
Green, Alternate	X				

Motion: Commissioner Nixon moved to APPOINT Lisa Fowler as Planning Commission Vice-Chair for 2026.

Second: Commissioner Ogden seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams				X	
Fowler	X				
Squire					X
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate				X	
Green, Alternate	X				

1. Items for Commission Consideration.

A. Public Hearing: England Salon Home Occupation Conditional Use Permit (Administrative Item)

On the Request of Kayleen England, Property Owner, a Conditional Use Permit for a Home Occupation that Provides Personal Care Services on Approximately 1.34 Acres, Located at 13058 South 1300 East. Known as Application 2025-0418. Staff Contact: Maryann Pickering, (801) 576-6391, maryann.pickering@draperutah.gov.

Planning Manager, Todd Draper, presented the staff report and displayed the Vicinity, Aerial, Land Use, and Zoning Maps, as well as site and floor plans. The subject property is designated Residential Low/Medium Density and zoned RA2. The salon will be located in an accessory dwelling unit (“ADU”) at the rear of the property.

The identified potential impacts include customer visits to the home, parking, and related traffic. Proposed mitigations include allowing one customer at a time, by appointment only, between 9:00 a.m. and 5:00 p.m., Monday through Friday, and providing one designated off-street parking stall for customer vehicles. Site photographs were displayed, indicating the designated parking stall and path to the salon.

The applicant, Kayleen England, reported that the salon has two main rooms: the hair salon and an aesthetics room. The parking stall is near the walkway and does not block the garage.

Chair Adams opened the public hearing. There were no comments. The public hearing was closed.

Motion: Commissioner Fowler moved to APPROVE the Home Occupation Conditional Use Permit, as requested by Kayleen England, property owner, Application 2025-0418-USE, based on the following Finding for Approval and subject to the Conditions listed in the Staff Report dated December 30, 2025.

Finding for Approval:

- 1. The proposal complies with the standards for approval found in DCMC Section 9-5-080(E) and potential negative impacts are mitigated through the imposition of reasonable conditions.**

Second: Commissioner Shirey seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams				X	
Fowler	X				
Squire					X
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate				X	
Green, Alternate	X				

B. Public Hearing: Western States Flooring Conditional Use Permit (Administrative Item)

On Behalf of Marshall Peterson, representing Western States Flooring, a Conditional Use Permit Request to Operate a Limited Wholesale and Warehousing Business on approximately 6.80 acres located at 12453 South 265 West, Suite A. Known as Application 2025-0184-USE, Staff Contact: Nick Whittaker, (801) 576-6522, Nick.Whittaker@draperutah.gov

City Planner Nick Whittaker presented the staff report and displayed the Vicinity, Aerial, Land Use, and Zoning Maps. The subject property is designated Industrial and Manufacturing and zoned CBP. The applicant intends to store carpet at the location for pickup by installers. The floor plan shows the main entrance and parking area at the north end of the building and the loading bay at the rear.

The proposed use of Limited Wholesale and Warehousing of carpet requires a Conditional Use Permit ("CUP") in the CBP Zone. Draper City Municipal Code ("DCMC") 9-3-040 defines the use as follows:

An establishment that is engaged in the small-scale storage and sale of goods to other businesses for resale, excluding self-storage warehouses, major distribution centers, motor freight terminals, moving and storage firms and similar high volume, high turnover facilities. No outside storage is permitted.

Identified potential impacts include the following:

- Potential parking lot congestion due to large trucks delivering and collecting shipments.
- Potential for unauthorized storage outside of the building and suite.
- Potential for trucks or trailers to be parked on the property for lengthy periods of time.

Proposed mitigation:

- No manufacturing shall take place at the property.
- Shipping and receiving shall only be conducted at Unit A's designated shipping bay.
- Shipping and receiving may not block or interfere with vehicular parking stalls, drive aisles, or the dock bays of other businesses on the property.
- All storage related to the wholesale and warehousing business operation must be located inside the subject suite.
- No trucks or trailers may be parked on the property for over 12 hours.

Commissioner Fowler inquired about other conditional uses on the property. Mr. Whittaker identified two suites on the building floor plan that had been issued CUPs, one for Limited Wholesale and Warehousing of cabinetry and one for the Nutrastrips company.

Chair Adams remarked that the proposed use would have a very low impact and asked why a CUP was required. Mr. Whittaker clarified that it is a zone-specific requirement to mitigate any potential negative impacts. However, this type of use is common in the vicinity.

The applicants, Marshall Peterson and Jamie Kempton, were in attendance. Mr. Peterson stated that no sales would take place on the property. Ms. Kempton indicated that it will be used exclusively for storage and is not open to the public. No adhesive or chemicals are stored onsite. Their installers will pick up carpet and padding from the location to install in customers' homes.

Chair Adams opened the public hearing. There were no comments. The public hearing was closed.

Motion: Commissioner Shirey moved to APPROVE the Conditional Use Permit, as requested by Marshall Peterson, representing Western States Flooring, Application 2025-0184-USE, based on the following Finding for Approval and subject to the Conditions listed in the Staff Report dated December 23, 2025.

Finding for Approval:

1. The proposal complies with the standards for approval found in DCMC Section 9-5-080(E) and potential negative impacts are mitigated through the imposition of reasonable conditions.

Second: Commissioner Nixon seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams				X	
Fowler	X				
Squire					X
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate				X	
Green, Alternate	X				

C. Public Hearing: Bell, Peterson and Guston Land Use and Zoning Map Amendment Requests (Administrative Item)

On the Request of Dave Johnson, Representing All Three Property Owners, To: 1) Amend the Land Use Designation for a Portion of 693 East 13800 South from Residential Low Medium Density to Residential Medium Density, 2) Amend the Land Use Designation for 13777 South Shadow Mountain Lane from Residential Medium Density to Residential Low Medium Density, 3) Amend the Zoning Designation from RA1 (Residential Agricultural) to RA2 (Residential Agricultural) and R3 (Single-Family Residential) for 693 East 13800 South, and 4) Amend the Zoning Designation from RA1 to RA2 (Residential Agricultural) for the Entire Property at 703 East 13800 South. Staff Contact: Maryann Pickering, (801) 576-6391, maryann.pickering@draperutah.gov.

Mr. Draper presented the Staff Report and displayed the Vicinity, Aerial, Land Use, and Zoning Maps. He then reviewed the proposed changes.

693 East 13800 South

- Amend the Land Use designation on the front portion of the lot to Residential Medium Density and rezone this portion from RA1 to RA3.
- The rear portion of the property will retain the Residential Low/Medium Density designation but will be rezoned from RA1 to RA2.

703 East 13800 South

- Rezone the property from RA1 to RA2. No changes were proposed to the Residential Low/Medium Density designation.

13777 South Shadow Mountain Lane

- Amend the Land Use designation from Residential Medium Density to Residential Low/Medium Density. The property will retain the existing RA2 zoning.

The above changes were proposed to facilitate a boundary line agreement between the property owners.

Site photographs were reviewed. Commissioner Fowler asked if the rezoned portion of 693 East 13800 South would be developable if the boundary line agreement was not finalized. Mr. Draper stated that the parcel may be large enough to subdivide, but flag lots are not allowed on major arterial streets, so that would prevent development. Community Development Director, Jennifer Jastremsky clarified that the property would not be large enough to subdivide.

The applicant, Dave Johnson, stated that one property owner is older and does not want to take care of so much land, and their neighbors have older children who need room to practice sports.

Chair Adams opened the public hearing. There were no comments. The public hearing was closed.

Motion: Commissioner Nixon moved to forward a **POSITIVE** recommendation to the City Council for the Land Use Map Amendment, as requested by Dave Johnson, representing the property owners, application 2024-0408-MA, based on the following Findings for Approval and subject to the Conditions listed in the Staff Report dated December 30, 2025.

Findings for Approval:

1. The proposed Land Use Map Amendment is consistent with the 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.

Second: Commissioner Shirey seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams				X	
Fowler	X				
Squire					X
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate				X	
Green, Alternate	X				

Motion: Commissioner Shirey moved to forward a POSITIVE recommendation to the City Council for the Zoning Map Amendment, as requested by Dave Johnson, representing the property owners, application 2025-0135-MA, based on the following Findings for Approval as listed in the Staff Report dated December 30, 2025.

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 harmonious with the overall character of existing development in the vicinity of the subject property.
3. The proposed Zoning Map Amendment is consistent with the standards of any applicable overlay zone.
4. The proposed Zoning Map Amendment will not adversely affect adjacent property.
5. 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.

Second: Commissioner Fowler seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams				X	
Fowler	X				
Squire					X
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate				X	
Green, Alternate	X				

2. Other Business.

Coordination between City Staff and the Planning Commission (as needed).

Ms. Jastremsky reported that the annual Conflict of Interest Disclosure forms need to be returned to Executive Assistant, Lori Stout. She will also bring hard copies to the next meeting. One plat was ready for Chair Adams' signature.

Mr. Draper thanked the Planning Commissioners for completing their required training for 2025 before the end of the year.

3. Adjournment.

Motion: Commissioner Squire moved to ADJOURN.

The meeting adjourned at 7:06 PM.

MEMO



To: Planning Commission

From:

Date: 2026-03-26

Re: Action Item: Approve Planning Commission Meeting Minutes for January 22, 2026
(Administrative Action)

Comments:

ATTACHMENTS:

[Draper PC Mtg 012226 Draft.pdf](#)

MINUTES OF THE DRAPER CITY PLANNING COMMISSION MEETING HELD ON THURSDAY, JANUARY 22, 2026, IN THE DRAPER CITY COUNCIL CHAMBERS

PARTICIPATING: Andrew Adams, Chair
Lisa Fowler, Vice Chair
Commissioner Member Kendra Shirey
Commission Member Susan Nixon
Commission Member Mary Squire
Commission Member Gary Ogden

NOT SITTING: Alternate Commission Member Christine Green

EXCUSED: Jennifer Jastremsky, Community Development Director
Traci Gundersen, City Attorney
Alternate Commission Member Laura Fidler

STAFF: Todd Draper, Planning Manager
Todd Taylor, City Planner
Lori Stout, Executive Assistant
Brien Maxfield, City Engineer
Spencer DuShane, Assistant City Attorney

6:30 PM Business Meeting

Chair Andrew Adams called the meeting to order at 6:31 PM.

1. Items for Commission Consideration.

- A. Action Item: Approve Planning Commission Meeting Minutes for November 20, 2025. (Administrative Action)**
Approval of Planning Commission Meeting Minutes for November 20, 2025.

Motion: Commissioner Squire moved to APPROVE the November 20, 2025, Planning Commission Meetings, as presented.

Second: Commissioner Shirey seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams				X	
Fowler	X				
Squire	X				
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate					X
Green, Alternate				X	

**B. Public Hearing: City-initiated Utah State Code Reference Update Text Amendment Request.
(Legislative Item)**

On the request of Draper City, a Text Amendment to portions of Draper City Municipal Code (DCMC) Titles 9, 11, and 17 in order to update references to Utah State Code. Known as Application No. 2026-0002-TA. Staff Contact: Todd Taylor, 801-576-6510, todd.taylor@draperutah.gov.

City Planner, Todd Taylor, reported that the proposed text amendments were in response to changes in the Utah State Code (“USC”). Senate Bill 1008, adopted in 2025, renumbered items in USC Title 10, Chapters 9, 11, and 17. Sections affected by the other text amendments heard in Item B were also updated.

Chair Adams opened the public hearing. There were no comments. The public hearing was closed.

Motion: Commissioner Nixon moved to forward a POSITIVE recommendation to the City Council for the City-initiated Utah State Code References Update Text Amendment, as requested by Draper City, Application No. 2026-0002-TA, based on the following Findings and the Criteria for Approval listed in the Staff Report dated January 5, 2026.

Findings for Approval:

1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes;
3. The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and

5. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.
6. The proposed text amendment brings the text of the DCMC into compliance with State Code.

Second: Commissioner Ogden seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams			X		
Fowler	X				
Squire	X				
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate					X
Green, Alternate				X	

**C. Public Hearing: City initiated Variance and Land Use Appeal Update Text Amendment Request.
(Legislative Item)**

On the request of Draper City, a Text Amendment to portions of Draper City Municipal Code (DCMC) Titles 2, 3, 6, 8, 9, and 17 to address recent changes to Utah State Code related to variances and land use appeals. as Application No. 2026-0003-TA. Staff Contact: Todd Taylor, 801-576-6510, todd.taylor@draperutah.gov.

City Planner, Todd Taylor, reported that the proposed text amendment was in response to House Bill 368, adopted in 2025, which prohibits the City from requiring a public hearing for a variance or land use appeal.

The following changes had been made:

- References to “hearing” were changed to “meeting”.
- The Appeals and Variance Hearing Officer title was changed to Appeals and Variance Officer.
- The noticing section was updated to clarify the noticing area and remove language that no longer applies.
- A section was added specifying how public meetings will be noticed.

Mr. Taylor reported that Commissioner Nixon had brought a USC reference error to his attention that will be corrected prior to presenting the item to the City Council.

Commissioner Nixon asked why the State made the change. Assistant City Attorney Spencer DuShane reported that variances must meet five legal criteria: they must be questions of law, not questions of public concern. At a public hearing, members of the public can comment. However, comments do not affect whether the applicant can prove they meet all five criteria required for a variance. It makes sense not to call it a public hearing or to give members of the public an opportunity to comment, because their comments have no bearing on the decision.

In response to a follow-up question from Commissioner Nixon, Mr. DuShane stated that he was uncertain if the same would apply to appeals. The Appeals and Variance Officer stands in place of the Planning Commission and can uphold, overturn, or impose new conditions on the Planning Commission's decisions. In that scenario, a public hearing may be useful.

Chair Adams opened the public hearing. There were no comments. The public hearing was closed.

Motion: Commissioner Shirey moved to forward a **POSITIVE** recommendation to the City Council for the Cityinitiated Variance and Land Use Appeal Update Text Amendment, as requested by Draper City, Application No. 2026-0003-TA, based on the following Findings and the Criteria for Approval listed in the Staff Report dated January 5, 2026.

Findings for Approval:

1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes;
3. The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and
5. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.
6. The proposed text amendment brings the text of the DCMC into compliance with State Code.

Second: Commissioner Nixon seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams			X		
Fowler	X				
Squire	X				
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate					X
Green, Alternate				X	

**D. Public Hearing: Cityinitiated Public Access Amenity Zoning Text Amendment Request.
(Legislative Item)**

On the request of Draper City, a Zoning Text Amendment to portions of Draper City Municipal Code (DCMC) Title 9 to address recent changes to Utah State Code related to public access amenities. Known as Application No. 2026-0004-TA. Staff Contact: Todd Taylor, 801-576-6510, todd.taylor@draperutah.gov.

Mr. Taylor reported that the proposed text amendment was in response to House Bill 368, adopted in 2025, which prohibits the City from requiring private maintenance of public access amenities, except for park strips and sidewalks, or amenities agreed upon through an agreement. The bill defines a public access amenity as *“a feature like a trail or recreation areas that a municipality designates for public access and use.”*

The following changes had been made:

- All instances of the words “public” and “public use” were removed.
- The definition of “public use space” was deleted.

Commissioner Fowler asked if the space is designated for public use or just green space. Mr. Taylor clarified that it would depend on the specific development. Open space can be public or private, and State law no longer allows the City to require that it be public. Chair Adams stated that it is sensible to allow private land to be held for private use.

Chair Adams opened the public hearing. There were no comments. The public hearing was closed.

Motion: Commissioner Ogden moved to forward a **POSITIVE** recommendation to the City Council for the City initiated Public Access Amenity Zoning Text Amendment, as requested by Draper City, Application No. 2026-0004-TA, based on the following Findings and the Criteria for Approval listed in the Staff Report dated January 5, 2026.

Findings for Approval:

- 1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan;**

2. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes;
3. The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and
5. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.
6. The proposed text amendment brings the text of the DCMC into compliance with State Code.

Second: Commissioner Squire seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams			X		
Fowler	X				
Squire	X				
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate					X
Green, Alternate				X	

**E. Public Hearing: City initiated Residential Parking Requirements Zoning Text Amendment Request.
(Legislative Item)**

On the request of Draper City, a Zoning Text Amendment to portions of Draper City Municipal Code (DCMC) Title 9 to address recent changes to Utah State Code related to residential parking requirements. Known as Application No. 2026-0005-TA. Staff Contact: Todd Taylor, 801-576-6510, todd.taylor@draperutah.gov.

Mr. Taylor reported that the proposed text amendment was in response to Senate Bill 181, adopted in 2025, which modified provisions on the size and configuration of parking for one- and two-family single-family homes and townhomes, and restricts cities from requiring a garage for owner-occupied affordable housing. Other changes were made for clarity and to add visitor, tandem, and accessory dwelling unit parking standards.

Chair Adams opened the public hearing. There were no comments. The public hearing was closed.

Motion: Commissioner Squire moved to forward a POSITIVE recommendation to the City Council for the City initiated Residential Parking Requirements Zoning Text Amendment, as requested by Draper City, Application No. 2026-0005-TA, based on the following Findings and the Criteria for Approval listed in the Staff Report dated January 5, 2026.

Findings for Approval:

1. The proposed amendment is consistent with goals, objectives and policies of the City's General Plan;
2. The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to the development codes;
3. The proposed amendment will not create a conflict with any other section or part of the development codes or the General Plan;
4. The potential effects of the proposed amendment have been evaluated and are determined not to be detrimental to public health, safety, or welfare and represents an overall community benefit; and
5. The proposed text amendment implements best current, professional practices of urban planning, design, and engineering practices.
6. The proposed text amendment brings the text of the DCMC into compliance with State Code.

Second: Commissioner Shirey seconded the motion.

Vote on Motion: 5-to-0 in favor.

Commissioner	Yes	No	Abstained	Not Participating	Absent
Chair Adams			X		
Fowler	X				
Squire	X				
Nixon	X				
Shirey	X				
Ogden	X				
Fidler, Alternate					X
Green, Alternate				X	

2. Other Business.

Coordination between City Staff and the Planning Commission (as needed).

Planning Manager Todd Draper reported that Executive Assistant Lori Stout had Conflict of Interest Disclosure Forms for any Commissioners who had not yet completed one.

3. Adjournment.

Motion: Commissioner Squire moved to ADJOURN.

The Chair adjourned the meeting at 6:51 PM.

DRAFT

MEMO



To: Planning Commission

From: Nick Whittaker, MCMP

Date: 2026-03-26

Re:

Public Hearing: Organize Simply LLC. Home Occupation Conditional Use Permit Request
(Administrative Item)

Comments:

This application is a request for approval of a Home Occupation Conditional Use Permit for approximately 0.39 acres located on the south side of Southfork Dr. at approximately 786 E. Southfork Dr. The property is currently zoned RA2 (Residential Agricultural). The applicant is requesting that a Home Occupation Conditional Use Permit be approved to allow for a home office that provides professional organizing services.

Findings for approval:

1. The proposal complies with the standards for approval found in DCMC Section 9-5-080(E) and potential negative impacts are mitigated through the imposition of reasonable conditions.

Findings for denial:

1. The proposal does not comply with all standards for approval found in DCMC Section 9-5-080(E) and potential negative impacts are not able to be sufficiently mitigated through the imposition of reasonable conditions.

ATTACHMENTS:

[Organize Simply LLC. staff report.pdf](#)



Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

March 13, 2026

To: Draper City Planning Commission
Business Date: March 26, 2026

From: Development Review Committee

Prepared By: Nick Whittaker, MCMP, Planner II
Planning Division
Community Development Department
801-1,152 -6522, Nick.Whittaker@draperutah.gov

Re: **Organize Simply, LLC. – Home Occupation Conditional Use Permit Request**
Application No.: 2026-0027-USE
Applicant: Daniel and Tracy Bowers, representing Organize Simply, LLC.
Project Location: 786 E. Southfork Dr.
Current Zoning: RA2 (Residential Agricultural 20,000 ft² minimum lot size) Zone
Acreage: 0.39 Acres (Approximately 16,988 ft²)
Request: Request for approval of a Home Occupation Conditional Use Permit in the RA2 zone to operate a Home Office.

BACKGROUND AND SUMMARY

This application is a request for approval of a Home Occupation Conditional Use Permit for approximately 0.39 acres located on the south side of Southfork Dr. at approximately 786 E. Southfork Dr. (Exhibit B & C). The property is currently zoned RA2. The applicant is requesting that a Home Occupation Conditional Use Permit be approved to allow for a home office that provides professional organizing services.

The subject property is Lot 212 of the Southridge Subdivision, Plat B. A detached single-family dwelling was built on the subject property in 1994, and in 2022 a detached garage was constructed. The business will utilize a home office space located within the dwelling for business administration. The detached garage will be used for storing two (2) business vehicles that both have business logo wraps, and for storing supplies. (Exhibits F, G & H).

ANALYSIS



General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Residential Medium Density	Exhibit D
Current Zoning	RA2	Exhibit E
Adjacent Zoning		
East	RA2	
West	RA2	
North	RA2	
South	RA2	

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."

Home Occupation. The DCMC Section 9-34-040 outlines development standards applicable to all home occupations. Those criteria, along with information specific to the subject request, are as follows:

- A. *Ownership: The home occupation shall be owned and operated by a person who resides in the dwelling where the home occupation is located. Such person shall be the primary provider of the labor, work, or service provided in the home occupation.*
 - The applicant owns the business and resides at the dwelling (Exhibit H).
- B. *Business License: A business license for the home occupation shall be obtained from and continually maintained with the city pursuant to title 6, chapter 11 of this code.*
 - The applicant indicates that they will obtain and maintain a business license with Draper City.
- C. *Employees: Members of the family of the owner who reside in the dwelling may be employed in the home occupation. Nonfamily or nonresident employees shall be limited to one person.*
 - The business has ten (10) nonresident employees. The applicant indicates that of the ten employees, only one comes to the subject property.
 - A deviation to this criterion is being requested.
- D. *Inspection: All facilities shall comply with fire, building, plumbing, electrical and all other city, county, state and federal codes. Inspections during reasonable hours by city officials may occur as necessary to assure compliance with regulations.*
 - The applicant has agreed to comply with necessary inspections (Exhibit H).
- E. *Inventory: No stock in trade, inventory, or other merchandise to exceed two hundred fifty (250) square feet shall be kept on the premises. No outside storage is allowed.*

- The applicant will store two business vehicles and inventory within a detached garage located in the rear yard. The business utilizes the entire structure which is 1,152 ft².
 - Staff notes that the applicants proposed use of the detached garage will not obstruct 2 vehicles from being able to park their personal vehicles in the dwellings attached garage.
 - A deviation to this criterion is being requested.
- F. *Modification Of Structures Or Yards: There shall be no visible evidence from the exterior of a dwelling that it is being used for any other purpose than that of a dwelling. No activities shall be carried on outside the dwelling in the yard for the benefit of or incidental to the home occupation. No front yard area shall be altered to provide parking required for a home occupation.*
- The applicant indicates in the site plan that the employee who comes to the home is provided with an off-street parking stall that does not prohibit access to the primary structures garage. (Exhibit H).
- G. *Nuisance: Tools, items, equipment, or activities conducted within the dwelling which is offensive or noxious by reason of the emission of odor, smoke, gas, vibration, magnetic interference, or noise shall be prohibited.*
- According to the applicant, the tools and equipment used do not create any of the nuisances described in this criterion. (Exhibit H).
- H. *Secondary Use: The home occupation shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes. The home occupation shall not disrupt the normal residential character of the neighborhood in which the residence is located. Not more than twenty five percent (25%) of the dwelling unit shall be used for the home occupation.*
- The applicant indicates that they comply with this. According to their submittals, the business will utilize a 109 ft² home office located within the dwelling for business administration which is approximately 2% of the dwelling unit.
 - Not included in the calculation is a detached garage measuring 1,152 ft² which will be used for storing two business vehicles and inventory. The area being used within the detached garage is 28% of the dwelling size. (Exhibits F, G & H).
- I. *Signs: All signage in a residential area must comply with chapter 26, "Signs", of this title.*

- The home occupation will not have any signage on the property (Exhibit H). There is signage on the two business vehicles, however. The vehicles are stored in the detached garage.
 - A deviation to this criterion is being requested.
- J. *Traffic, Parking, And Access: No home occupation use shall generate pedestrian, parking, or vehicular traffic in excess of that customarily associated with the zone in which the use is located. All parking shall be provided and maintained on site with adequate provision for drop off traffic.*
- No customers come to the home. All customer interactions and sales are conducted online (Exhibit H).
 - Two business vehicles are parked in the detached garage located in the rear yard.
 - One employee comes to the home and is provided with an off-street parking stall as indicated in the site plan (Exhibit F).
 - Staff notes that the applicants proposed use of the detached garage will not obstruct 2 vehicles from being able to park their personal vehicles in the dwellings attached garage.
 - Deliveries are made at the subject property approximately 5 times per month. The delivery truck pulls up to the detached garage to deliver the items.
- K. *Vehicles: Other than the business owner's personal transportation, there shall be no vehicles or equipment on the property associated with the home occupation which would not normally be found at a residence. No signage for the home occupation shall be allowed on vehicles.*
- There are two business vehicles with company logo wraps that the applicant stores in the detached garage (Exhibits F, G & H).
 - One employee's personal vehicle with no signage or company logos is parked in a designated off-street parking stall located in the side yard by the detached garage during their scheduled work hours (Exhibits F, G & H).
 - A deviation to this criterion is needed.
- L. *Yards: Yards surrounding the dwelling and accessory buildings shall not be used for any activities or storage of any materials associated with the home occupation.*
- There will not be any storage or production of materials and products of in the surrounding yards (Exhibit H).

M. *Customers: No customers allowed. Children accessing a limited daycare or limited preschool facility shall not be considered customers.*

- No customers come to the home. All customer activity is online (Exhibit H).

N. *Utility Demand: The home occupation shall not cause a demand for public utilities in excess of that necessarily and customarily provided for residential uses.*

- The applicant indicates that the business will not create additional utility demands (Exhibit H).

O. *Main Structure: The home occupations shall be conducted, located, and contained within the primary structure on the property.*

- The applicant indicates that in addition to the home office within the dwelling, the business will also include the use of the detached garage to store the two business vehicles and inventory (Exhibit H).
- A deviation to this criterion is being requested.

P. *Single-Family And Multiple-Family Dwellings: Home occupations listed as permitted or conditional within this title may be permitted in a single-family or a multiple-family dwelling, subject to the standards found within this section and section 9-34-060 of this chapter. Businesses within multiple-family dwellings shall provide an approval letter from the respective homeowners' association, or management company in the case of apartments, if the business proposes any employees, customers or business vehicles.*

- The business is located within a single-family dwelling. Approval from an HOA or management company is not required.

Q. *Licensure: Any home occupation involving childcare shall comply with all applicable state and local laws and regulations regarding residential childcare, including, but not limited to, provisions of the Utah child care licensing act, as set forth in Utah Code Annotated section 26-39-101 et seq., as amended, and the residential certificate childcare standards as set forth in the Utah administrative code section R430-50-1 et seq., as amended. In addition, cottage food production operations are regulated and inspected by the Utah department of agriculture. Any food related home occupation under their jurisdiction must comply with these regulations.*

- The home occupation does not involve child care or cottage food

production.

The proposed home occupation, Organize Simply, LLC., describes itself as a Professional Organizing business. The business provides organizing services for businesses and residences which are provided at the customers property and customers do not come to the subject property. Business administration is performed at the home in an office space of approximately 109 ft² which is located on the main floor of the home (Exhibit G). In addition, a detached garage measuring 1,152 ft² is used to store two business vehicles (vans) that have business logo wraps as well as inventory and supplies. There are currently 10 nonresident employees, 9 of which do not work at the property, and 1 who does come to the property 2-3 times per week to help manage inventory. Hours of operation are based upon customer needs, but are typically 9 a.m. to 5 p.m. Monday through Friday.

Staff believes that the reasonably anticipated detrimental effects related to operating this home occupation would be related to potential increased traffic and on street parking generated by employees coming to the home and delivery trucks. Also, business vehicles with logos parked in public view detract from the residential neighborhood aesthetic. However, Staff notes that only one employee comes to the home, and that they only come 2-3 times per week between 9 a.m. and 5 p.m., which will not create a noticeable impact to neighborhood traffic. Also, the applicant has provided off-street parking for the employee which mitigates potential impacts related to employees parking on the street. Delivery trucks coming to the property will not create noticeable impacts as deliveries occur 4 to 5 times per month between the hours of 8 a.m. and 5 p.m. The delivery trucks pull up to the detached garage and are met by staff to ensure the delivery is swiftly put into the detached garage. In addition, the potential impacts associated with the two business vehicles that have company logo wraps on them, are mitigated by the applicant storing them in the detached garage when they are at the property.

Criteria for Approval.

The criteria for review and potential approval of a conditional use permit request is found in Section 9-5-080(E) of the DCMC. This section depicts the standard of review for such requests as:

E. Approval Standards: The standards of this subsection shall apply to the issuance of a conditional use permit:

- 1. A conditional use permit may be issued for a use to be located within a zone where the particular conditional use is allowed by the use regulations of the zone.*
- 2. Reasonable conditions may be imposed as necessary to substantially mitigate reasonably anticipated detrimental effects of the proposed use. These conditions may include conditions concerning use, construction, character,*

- location, landscaping, screening, parking, hours of operation, and other matters relating to the purposes and objectives of this section. Such conditions shall be expressly set forth in the motion authorizing the conditional use permit.*
- 3. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.*
 - 4. The following factors shall be reviewed and considered in determining whether a conditional use permit application should be approved, approved with conditions, or denied because reasonable conditions cannot be imposed to achieve compliance with applicable standards:*
 - a. The harmony and compliance of the proposed use with the objectives and requirements of the city's general plan and this title;*
 - b. The suitability of the specific property for the proposed use;*
 - c. Whether the proposed use or facility may be injurious to potential or existing development in the vicinity;*
 - d. The economic impact of the proposed facility or use on the surrounding area;*
 - e. The aesthetic impact of the proposed facility or use on the surrounding area;*
 - f. The safeguards proposed or provided to ensure adequate utilities, transportation access, drainage, parking, loading space, lighting, screening, landscaping, open space, fire protection, and pedestrian and vehicular circulation;*
 - g. The safeguards provided or proposed to prevent noxious or offensive emissions such as noise, glare, dust, pollutants and odor from the proposed facility or use; and*
 - h. The impact of the proposed facility or use on the health, safety, and welfare of the city, the area, and persons owning or leasing property in the area.*
 - 5. The planning commission may request additional information as may be reasonably needed to determine whether the requirements of this subsection E can be met.*

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Home Occupation Conditional Use Permit 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 Home Occupation Conditional Use Permit 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 Home Occupation Conditional Use Permit 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 Home Occupation Conditional Use Permit 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 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 approve the request, staff recommends they include the following conditions of approval:

1. That all requirements of the Draper City Engineering, Public Works, Building, Planning, and Fire Divisions are satisfied.
2. That a Draper City business license shall be obtained and maintained by the business owner for as long as the business remains in operation.
3. That only one (1) nonresident employee shall be permitted to work at the subject property.
4. That one (1) off street parking stall shall be provided for the nonresident employees vehicle as shown in the associated site plan.
5. That only two (2) business vehicles shall be parked at the property and stored within the detached garage.
6. That no customers shall come to the home.

MODEL MOTIONS AND FINDINGS

Sample Motion for Approval – I move that we approve the Home Occupation Conditional Use Permit, as requested by Daniel and Tracy Bowers, representing Organize Simply, LLC. Application 2026-0027-USE, based on the following findings for approval and subject to the conditions listed in the Staff Report dated March 13, 2026.

Findings for approval:

1. The proposal complies with the standards for approval found in DCMC Section 9-5-080(E) and potential negative impacts are mitigated through the imposition of reasonable conditions.

I move that we approve the Home Occupation Conditional Use Permit, as requested by Daniel and Tracy Bowers, representing Organize Simply, LLC. Application 2026-0027-USE, based on the findings for approval and subject to the conditions listed in the Staff Report dated March 13, 2026 and as modified by the following additional findings or conditions:

1. (List any additional findings...)
2. (List any additional conditions...)

Sample Motion for Denial – I move that we deny the Home Occupation Conditional Use Permit, as requested by Daniel and Tracy Bowers, representing Organize Simply, LLC. Application 2026-0027-USE, based on the following findings for denial listed in the Staff Report dated March 13, 2026.

Findings for denial:

1. The proposal does not comply with all standards for approval found in DCMC Section 9-5-080(E) and potential negative impacts are not able to be sufficiently mitigated through the imposition of reasonable conditions.

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.

Brien Maxfield

Digitally signed by Brien Maxfield
DN: C=US,
E=brien.maxfield@draperutah.gov,
O=Draper, OU=Public Works -
Engineering, CN=Brien Maxfield
Date: 2026.03.19 12:00:29-06'00'

Draper City Public Works Department

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: 2026.03.19 10:31:33-06'00'

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: 2026.03.19 14:12:32-06'00'

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: 2026.03.19 11:42:01-06'00'

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. No Additional Comments

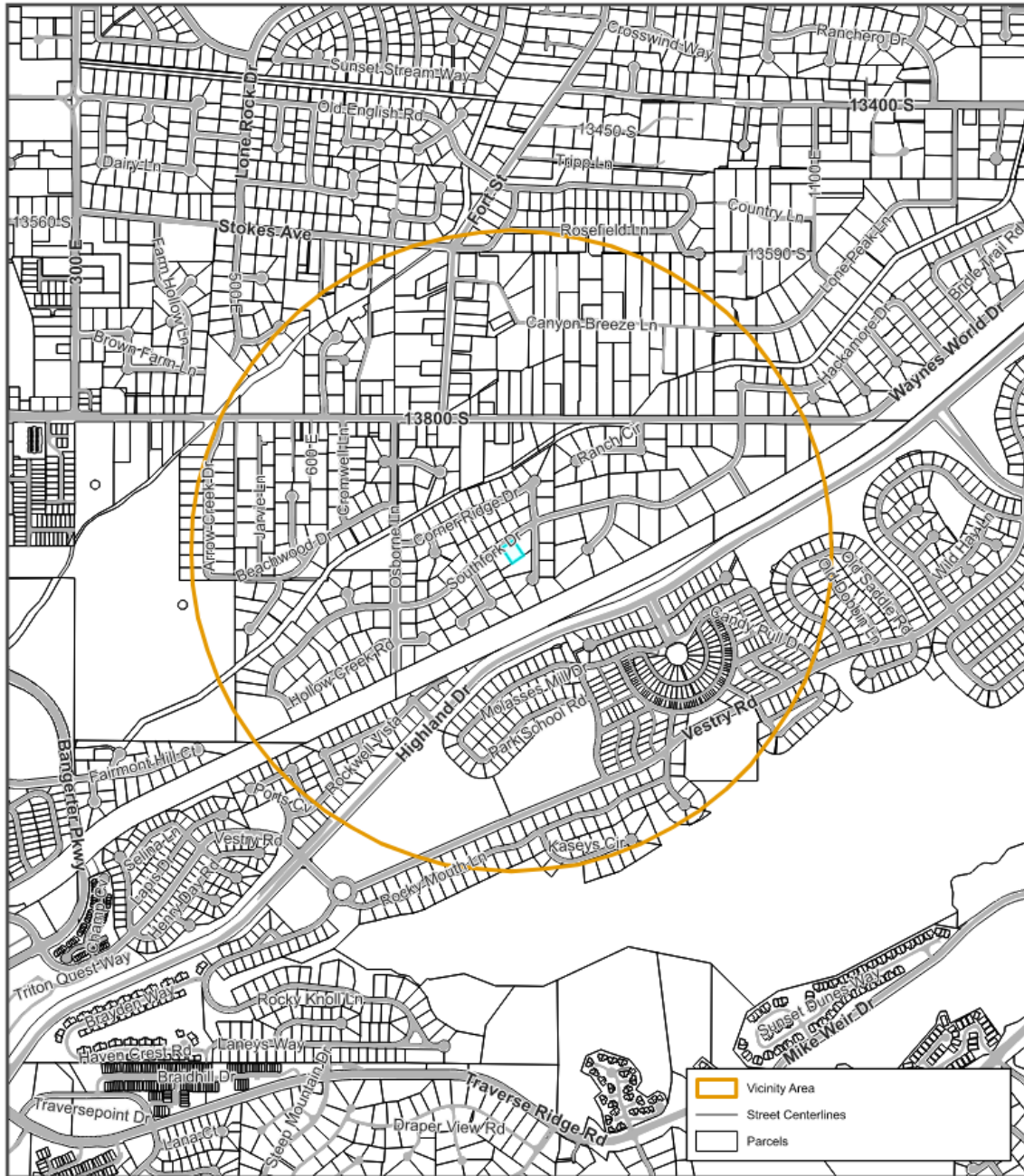
Building Division Review.

1. No Additional Comments

Fire Division Review.

1. No Additional Comments

EXHIBIT B VICINITY MAP





786 E. Southfork Dr.

Organize Simply, LLC.

N



0 0.15 0.3

mi

Date Printed: 3/13/2026

EXHIBIT C
AERIAL MAP



Date Printed: 3/13/2026

786 E. Southfork Dr.
Organize Simply, LLC.

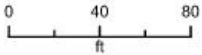
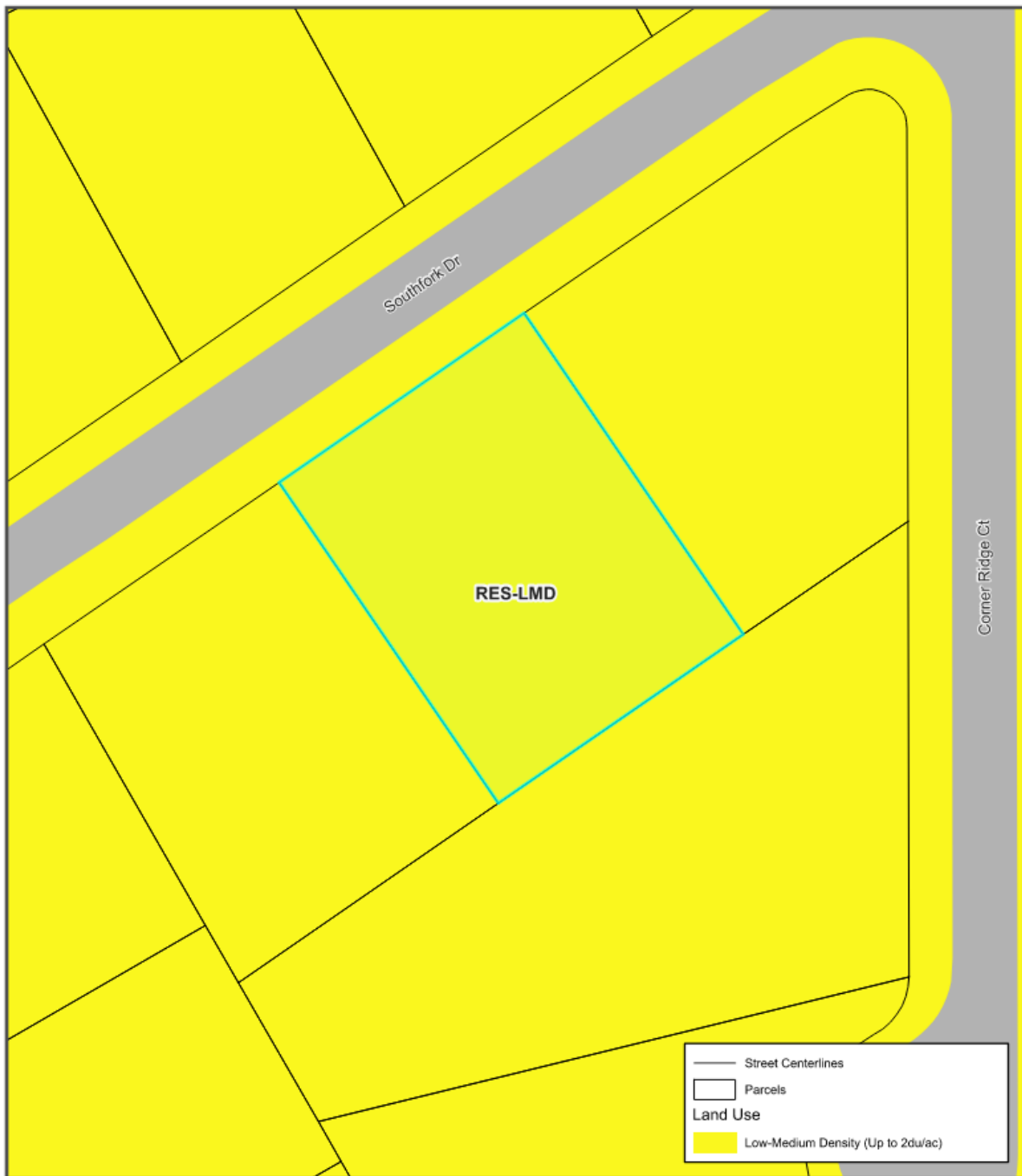


EXHIBIT D
LAND USE MAP



Date Printed: 3/13/2026

786 E. Southfork Dr.
Organize Simply, LLC.

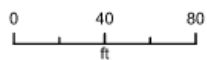
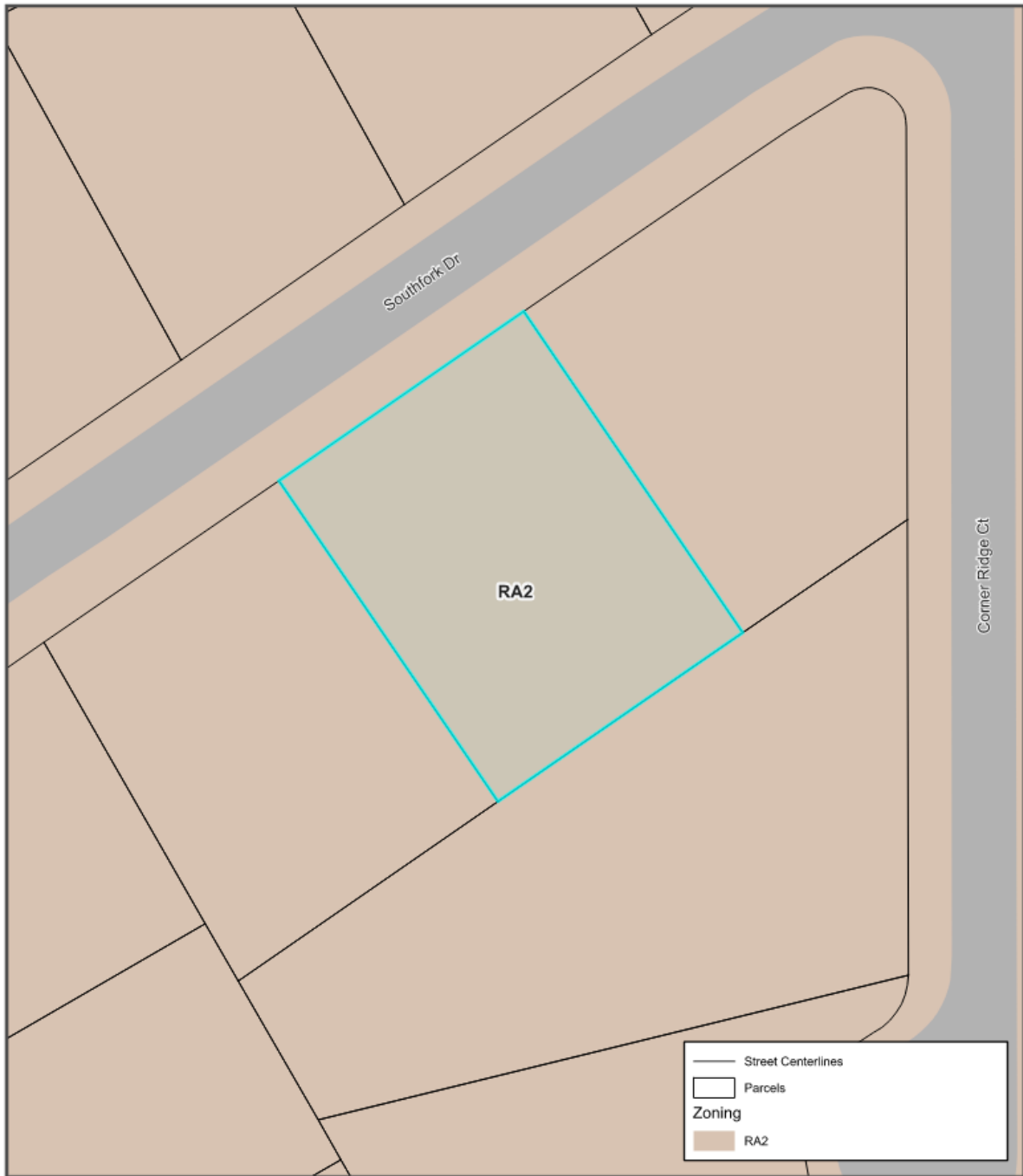
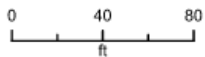


EXHIBIT E
ZONING MAP

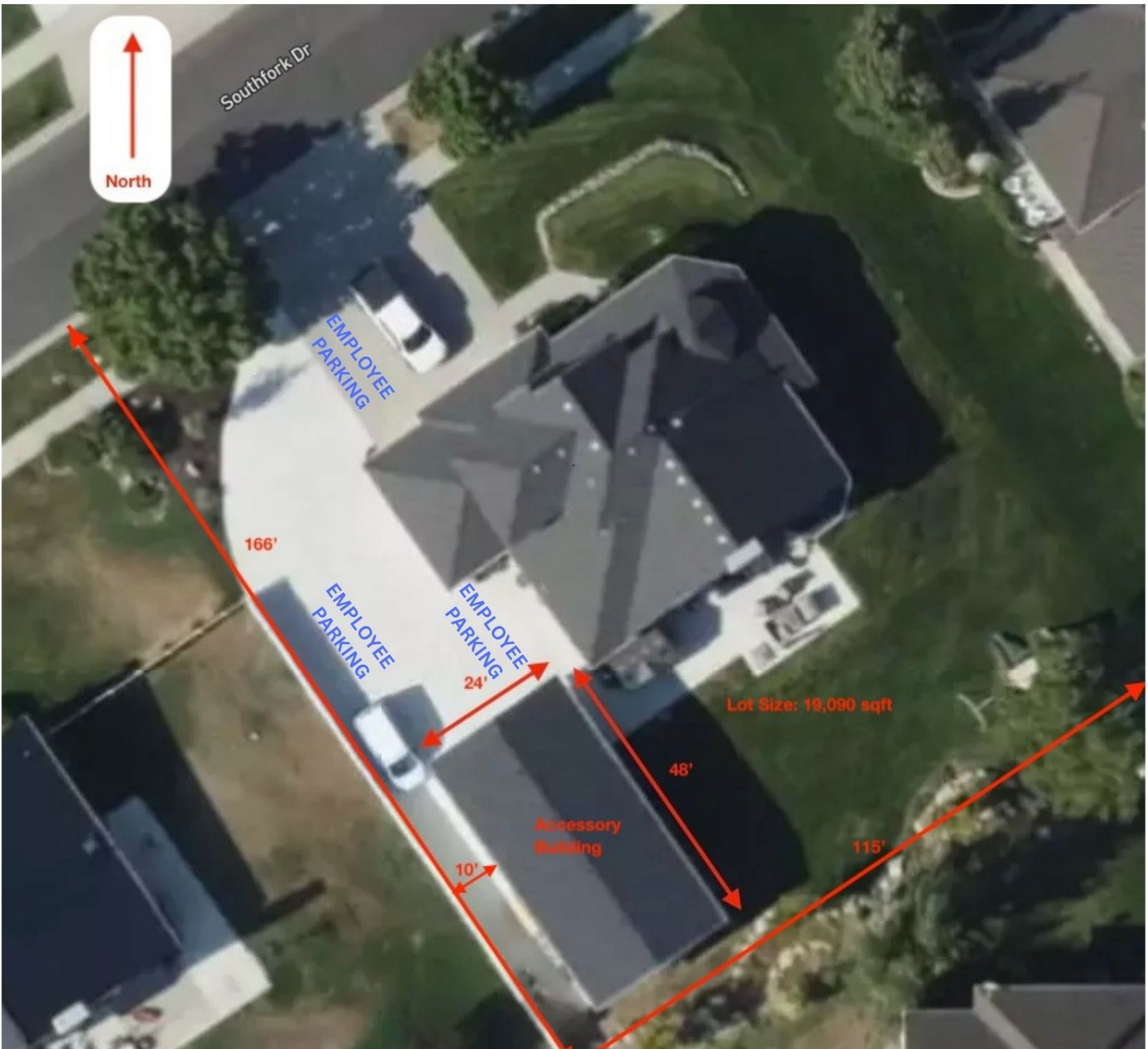


Date Printed: 3/13/2026

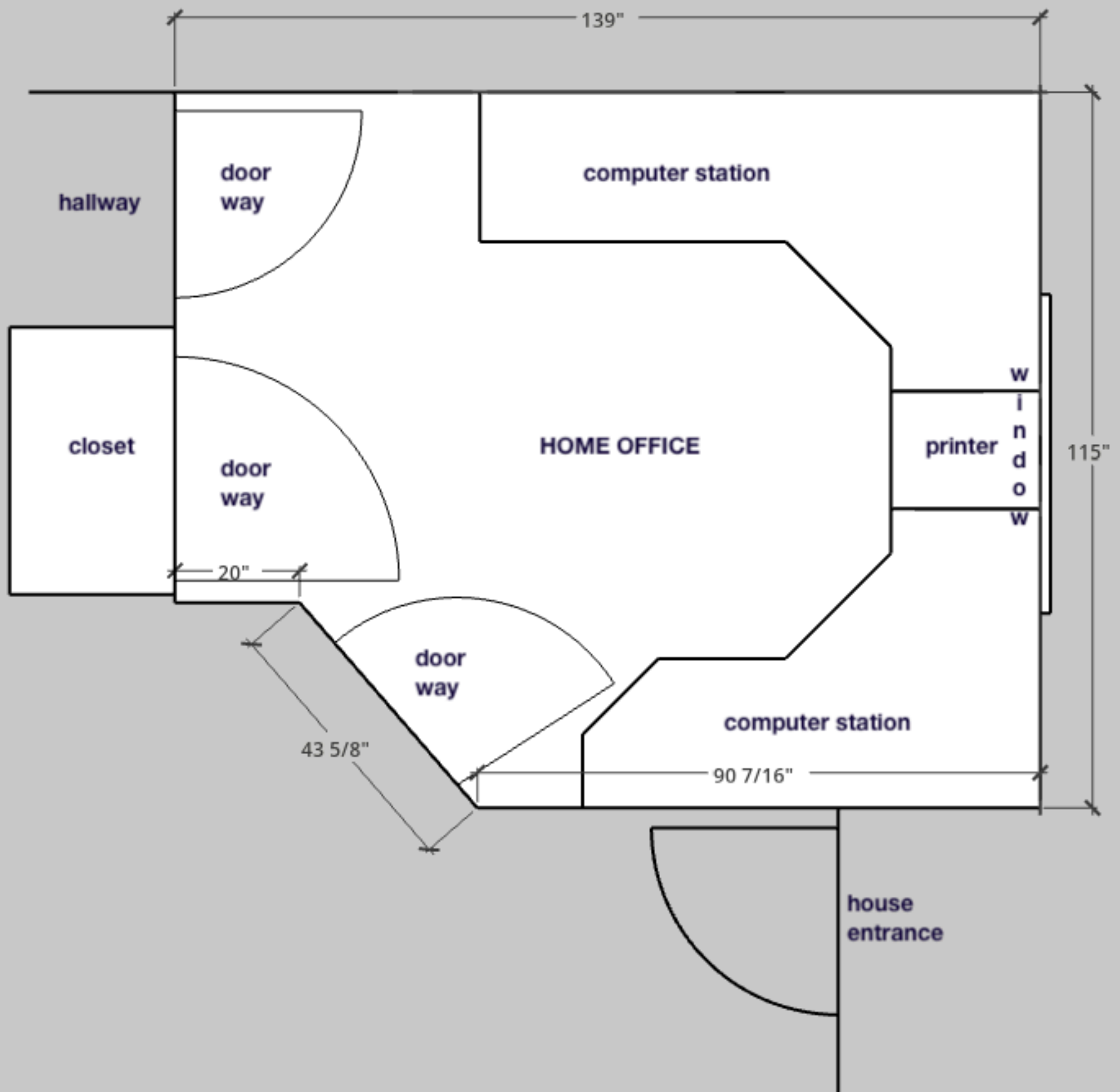
786 E. Southfork Dr.
Organize Simply, LLC.



**EXHIBIT F
SITE PLAN**



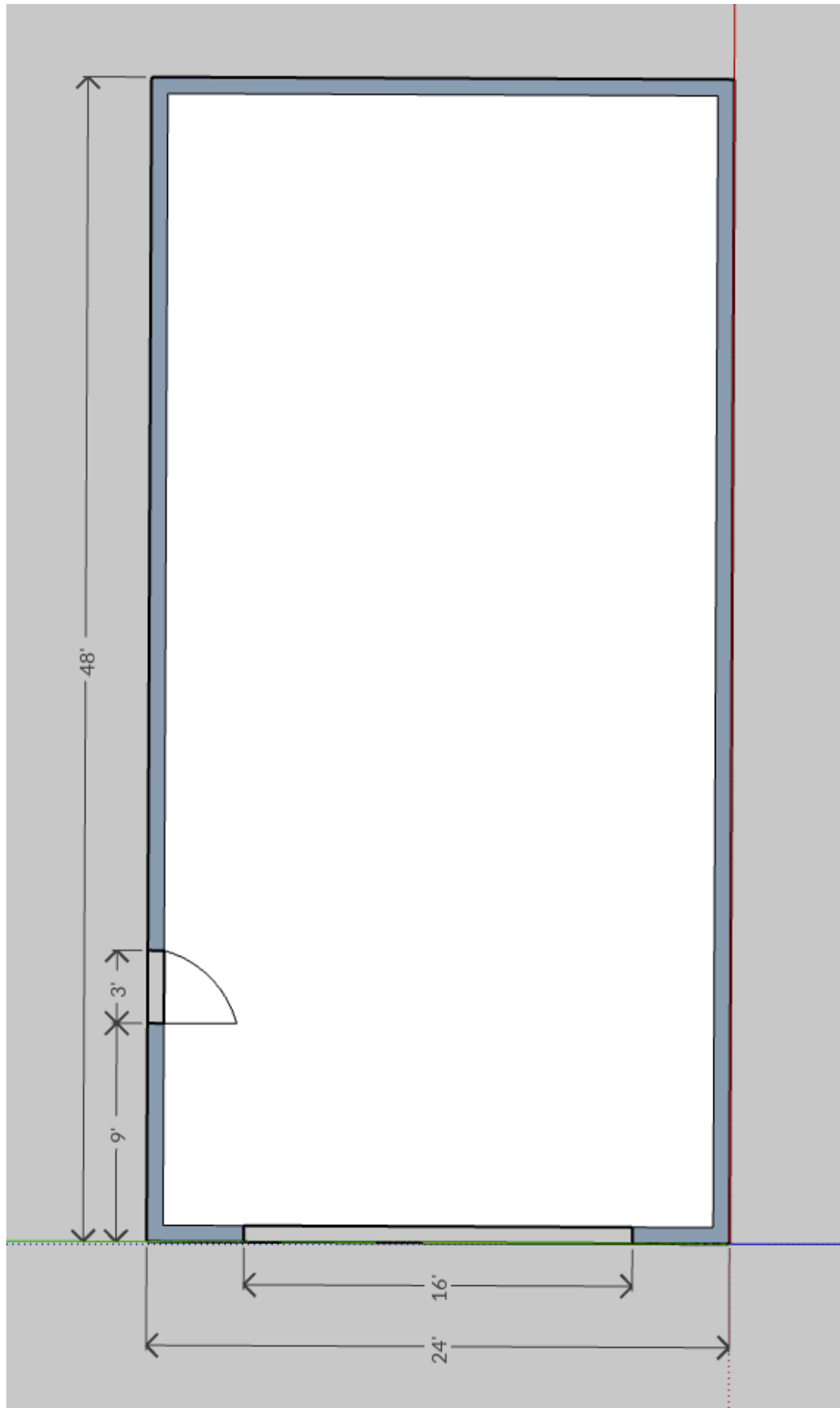
**EXHIBIT G
FLOOR PLANS**



Street view of home and accessory building



Accessory Building Floor plan



Inventory



Work Vans in the Garage



EXHIBIT H
APPLICANT STATEMENTS

Home Occupation Questionnaire

Overview of Proposed Use

- Please provide a description of your proposed business and use including parking, hours of operation, expected patrons and or employees, and proposed site improvements if necessary. Include details of reasonably anticipated detrimental effects to adjacent properties and the neighborhood (such as traffic or noise) and any mitigation measures that can alleviate those effects.

Organize Simply LLC is a Professional Organizing business. Our clients are typically residential homeowners, but we also organize for businesses and schools occasionally. We service clients in Utah, Wasatch, Salt Lake, Davis and Weber counties.

The business is run out of our home. We have an office space of approx. 100 square feet on the main floor of our home, and a detached garage measuring 24' x 48' that we use to house our two work vans as well as supplies and products used to organize and beautify our clients' spaces.

Our services to clients are NOT performed at our home. They are performed at the clients' homes or offices. There are no clients, customers or vendors coming or going from our property. We currently employ 10 part-time organizing specialists. They do not work in our home or on our property. They are notified each day of the location of that day's job(s), and they all meet at the job site(s) at the appointed time. Hours of operation vary due to the client's situation, but we usually start jobs at 9AM and finish around 4PM or 5 PM. We currently have one non-resident employee that works part-time in our accessory building 2 to 3 times a week to manage deliveries and proper placement of supplies and products.

Given the details described above, we feel that there are no detrimental effects to adjacent properties and the neighborhood (such as traffic or noise).

Compliance With Standards

- Describe how the proposed use is in compliance and harmony with the objectives and requirements of the city's general plan.

A significant part of the city's general plan is to ensure that residential areas retain their residential look and feel. Our primary business activities are conducted off-site at client locations. The planning, accounting, and managing activities that are conducted on-site are contained within our residential office space and our detached garage storage space. There are no customers or vendors coming and going from the premises. There are, therefore, no parking issues. All work vehicles can easily be parked in our driveway, or in the detached garage. Personal vehicles can be parked in the driveway or in the attached three-car garage. Thus, maintaining the look and vibe of a quiet, calm residential neighborhood.

- Explain the suitability of the specific property for the proposed use:

The lot sizes in our neighborhood are large enough to allow the building of a detached garage, of moderate size, without it looking cramped or out of place in a residential neighborhood. A few of our neighbors have larger detached garages than we have. This allows us to run our business from home with negligible impact to our friends and neighbors.

- Whether or not the proposed use may be injurious to potential or existing development in the vicinity?

As previously mentioned, the business activities are conducted off-site. And the business activities that are conducted on-site are contained within our residential office space and our detached garage. There is,

therefore, no likelihood that the business or use of the accessory building would be injurious to potential or existing development in the vicinity.

- Describe the economic impact of the proposed facility or use on the surrounding area:

As the accessory building is designed within the city's size & height requirements and was built to blend with the surrounding structures, we feel that there would be no economic impact to surrounding areas.

- Describe the aesthetic impact of the proposed facility or use on the surrounding area:

As the business does not create additional foot or vehicle traffic or the need for additional parking, and since the accessory building is designed and built to blend in with surrounding structures, there should not be an adverse aesthetic impact.

- What Safeguards are proposed or provided to ensure adequate utilities, transportation access, drainage, parking, loading space, lighting, screening, landscape, open space, fire protection, and pedestrian and vehicular circulation?

As mentioned above the home-based business activities are performed completely within the confines of the residential structures on the property and that all labor associates with client services are conducted off-site. There is no increase to foot or car traffic, no need for additional parking, pedestrian access, or additional utilities or additional lighting and the driveway provides more than adequate loading space. There is, therefore, no need for safeguards in these areas.

- What safeguards will be provided or proposed to prevent noxious or offensive emission such as noise, glare, dust, pollutants and odor from the proposed facility or use?

No machinery will be used in the accessory building. It is used explicitly for storage. No chemicals other than normal household cleaners will be used. No emissions, dust, loud noises, pollutants are involved with the work that is done in the building. The walls and ceiling of building are well insulated, as are the garage door panels. All external lighting is consistent with what you would find on any other garage in the neighborhood.

- Describe the impact of the proposed facility or use on the health, safety, and welfare of the city, the area, and persons owning or leasing property in the area.

As described above, the nature of the business activities performed in our home, or in the accessory building will have no impact on the health, safety, and welfare of the city, the area, and persons owning or leasing property in the area.

Analysis of Home Occupation Standards Deviation

Please provide explanation how you meet the following standards or how your proposed business requires a deviation from one or more of these standards. If it doesn't apply mark N.A.

- Ownership: The home occupation shall be owned and operated by a person who resides in the dwelling where the home occupation is located. Such person shall be the primary provider of the labor, work, or service provided in the home occupation.

The home is owned by my wife and I. My wife is the primary driver and performer of the labor associated with the services provided by Organize Simply, LLC.

- Business License: A business license for the home occupation shall be obtained from and continually maintained with the city pursuant to title 6, chapter 11 of this code.

Obtaining a business License from the city is the purpose of this application. We commit to continually maintain it once obtained.

- Employees: Members of the family of the owner who reside in the dwelling may be employed in the home occupation. Nonfamily or nonresident employees shall be limited to one person.

We currently have one non-resident employee working part-time in the accessory building. All other employee labor is performed on job sites at clients' homes and/or places of business.

- Inspection: All facilities shall comply with fire, building, plumbing, electrical and all other city, county, state and federal codes. Inspections during reasonable hours by city officials may occur as necessary to assure compliance with regulations.

Understood. We agree to comply.

- Inventory: No stock in trade, inventory, or other merchandise to exceed two hundred fifty (250) square feet shall be kept on the premises. No outside storage is allowed. (Ord. 909, 7-21-2009)

This is where we deviate from the standard and one reason we are applying for the conditional use permit.

When we started this business, we were able to buy the products and supplies as we needed them. But during the Covid pandemic supply chain issues became a huge problem. It became impossible to buy the necessary items as we needed them. We had to stock up on the stuff we use on a regular basis as they became available. While not as severe, supply chain issues regarding organizing products are still a problem, and demand for them is high in this market. We can store the products in our detached garage so that we have them when we need them.

- Modification Of Structures or Yards: There shall be no visible evidence from the exterior of a dwelling that it is being used for any other purpose than that of a dwelling. No activities shall be carried on outside the dwelling in the yard for the benefit of or incidental to the home occupation. No front yard area shall be altered to provide parking required for a home occupation. (Ord. 1132, 2-17-2015)

We have no signage or visible evidence from the exterior of a dwelling that it is being used for anything other purpose than that of a dwelling. No additional parking has been created in the front yard , and since we don't have customers coming to our property, there is no reason for people park in the street.

- Nuisance: Tools, items, equipment, or activities conducted within the dwelling which is offensive or noxious by reason of the emission of odor, smoke, gas, vibration, magnetic interference, or noise shall be prohibited.

None of these above-mentioned items are part of our normal course of business.

- Secondary Use: The home occupation shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes. The home occupation shall not disrupt the normal residential character of the neighborhood in which the residence is located. Not more than twenty five percent (25%) of the dwelling unit shall be used for the home occupation.

We comply with this requirement

- Signs: All signage in a residential area must comply with chapter 26, "Signs", of this title.

We have no signage on the premises

- Traffic, Parking, And Access: No home occupation use shall generate pedestrian, parking, or vehicular traffic in excess of that customarily associated with the zone in which the use is located. All parking shall be provided and maintained on site with adequate provision for drop off traffic.

As mentioned repeatedly above, we comply with this

- Vehicles: Other than the business owner's personal transportation, there shall be no vehicles or equipment on the property associated with the home occupation which would not normally be found at a residence. No signage for the home occupation shall be allowed on vehicles.

All vehicles, both personal and business, are standard vehicles that would normally be found and used at a residence for transportation. The work vans are wrapped with business logos on them, but they can be stored in the detached garage when not in use.

- Yards: Yards surrounding the dwelling and accessory buildings shall not be used for any activities or storage of any materials associated with the home occupation.

We comply with this

- Customers: No customers allowed. Children accessing a limited daycare or limited preschool facility shall not be considered customers.

We comply with this

- Utility Demand: The home occupation shall not cause a demand for public utilities in excess of that necessarily and customarily provided for residential uses.

We comply with this

- Main Structure: The home occupations shall be conducted, located, and contained within the primary structure on the property. (Ord. 909, 7-21-2009)

This is where we deviate from the standard. We are using an accessory building to house the supplies and products we use to organize and beautify home and/or offices of our clients. This is the other reason we are seeking a conditional license. The products and supplies we use, need to be acquired in bulk and stored in advance of them being used. The accessory building is key to store the products and house the work van.

- Single-Family And Multiple-Family Dwellings: Home occupations listed as permitted or conditional within this title may be permitted in a single-family or a multiple-family dwelling, subject to the standards found within this section and section [9-34-060](#) of this chapter. Businesses within multiple-family dwellings shall provide an approval letter from the respective homeowners' association, or management company in the case of apartments, if the business proposes any employees, customers or business vehicles. (Ord. 1132, 2-17-2015)

Not Applicable

- Licensure: Any home occupation involving childcare shall comply with all applicable state and local laws and regulations regarding residential childcare, including, but not limited to, provisions of the Utah child care licensing act, as set forth in Utah Code Annotated section 26-39-101 et seq., as amended, and the residential certificate childcare standards as set forth in the Utah administrative code section R430-50-1 et seq., as amended. In addition, cottage food production operations are regulated and inspected by the Utah department of agriculture. Any food related home occupation under their jurisdiction must comply with these regulations. (Ord. 909, 7-21-2009)

Not applicable

MEMO



To: Planning Commission

From: Todd A. Draper, AICP

Date: 2026-03-26

Re: Public Hearing: Openshaw Corner Development Agreement Request (Legislative Item)

Comments:

This application is a request for approval of a Development Agreement for approximately 1.44 acres located at the northeast corner of 13800 South and the Bangerter Highway, at approximately 207 E. 13800 S. The subject properties are currently zoned either RA1 (Residential Agricultural) or OR (Office Residential). The City Council has approved a zone change for the properties to the CR (Regional Commercial) zone subject to the passage of a Development Agreement. The applicant is requesting that the Development Agreement be approved to allow for the development of the overall site as a commercial center.

Findings for Approval:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).

Findings for Denial:

1. The Development Agreement does not comply with all required elements of DCMC Section 9-5-200(C) or (D).
2. The Development Agreement as proposed is not in the best interest of the city.

ATTACHMENTS:

[Openshaw Corner DA - Staff Report - Final.pdf](#)



Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

March 16, 2026

To: Draper City Planning Commission
Business Date: March 26, 2026

From: Development Review Committee

Prepared By: Todd A. Draper, AICP, Planning Manager
Planning Division
Community Development Department
801-576-6335, todd.draper@draperutah.gov

Re: Openshaw Corner – Development Agreement Request

Application No.: 2025-0305-DA

Applicant: Charlie Openshaw and Porter Openshaw, representing CJO Holdings, LLC and P&J Ventures, LLC.

Project Location: Approximately 207 E. 13800 S.

Current Zoning: RA1 (Residential Agricultural, 40,000 ft² min. lot size) and OR (Office Residential) Zones

Acreage: Approximately 1.44 Acres (Approximately 62,636 ft²)

Request: Request for approval of a Development Agreement in the RA1 and OR zones regarding development of the property as part of a commercial center.

BACKGROUND AND SUMMARY

This application is a request for approval of a Development Agreement for approximately 1.44 acres located at the northeast corner of 13800 South and the Bangerter Highway, at approximately 207 E. 13800 S. (Exhibit C & D). The subject properties are currently zoned either RA1 or OR. The City Council has approved a zone change for the properties to the CR zone subject to the passage of a Development Agreement. The applicant is requesting that the Development Agreement be approved to allow for the development of the overall site as a part of a commercial center.

The overall subject property consists of seven (7) parcels ranging in size from approximately 0.09 acres to 0.39 acres. Five (5) single-family dwellings that dated back prior to the incorporation of the city in 1978 previously existed on the properties. Two of



these dwellings were removed in about 2006 and the remaining structures were removed from the property in approximately 2018. The subject properties have been vacant since that time.

The ordinances approving a change to the Land Use designation to Regional Commercial and to the Zoning Map designation to the CR zone were both conditionally approved by the City Council subject to subsequent approval of a Development Agreement prior to May 7, 2026.

ANALYSIS

General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Office/Service	Exhibit E
Current Zoning	RA1, OR	Exhibit F
Proposed Use	Commercial Center	
Adjacent Zoning		
East	RA1	
West	CR	
North	*RA1	* CR zone Subject to passage of neighboring Development Agreement
South	CC (Community Commercial)	

The Office/Service land use designation is characterized as follows:

Office/Service

LAND USE DESCRIPTION	
CHARACTERISTICS	- Includes a variety of office and service uses that range from residential scale and character to major offices that have multiple stories and underground parking, which generate moderate traffic volumes - Development and landscaping standards vary, depending upon the location of the use, and underlying zoning regulations - For minor offices strict development and landscaping requirements will protect adjacent residential uses - For major offices and services, arterial access is desirable and should be located around the central business district, other major commercial cores, or freeway interchanges and away from residential areas
LAND USE MIX	- Small-scale commercial - Planned retail - Office buildings
DENSITY	Up to 12 dwelling units per acre for residential
COMPATIBLE ZONING	- Professional Office (CO2) - Professional Office (CO1) - Office Residential (OR)
LOCATION	Near retail centers, offices, or other compatible uses

The Regional Commercial land use designation is characterized as follows:

Regional Commercial

LAND USE DESCRIPTION	
CHARACTERISTICS	- Include a wide range of commercial uses that combine destination oriented businesses, retail commercial, entertainment and related uses - Include uses that serve both residents and nonresidents of the City - Uniform design standards and aesthetics - Well landscaped street frontages - Limited traffic access points for the site
LAND USE MIX	- Large-scale master-planned commercial centers - Big box centers - Upscale office buildings
COMPATIBLE ZONING	Regional Commercial (CR)
LOCATION	- Excellent transportation access to major highways - Strategically placed along high-traffic corridors

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the RA1 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."

The purpose of the OR zone is listed in DCMC Section 9-11-080 as, *"A district composed of certain land and structures used primarily to provide administrative, clerical, and professional offices, of a residential scale and character, to serve nearby residential and commercial areas, as well as the city as a whole. These uses are characterized by low volume, direct daily customer contact. This district also provides for accessory medium-high density residential (0 to 12 du/ac). This district is designed to be a transitional zone, and should be used to buffer low density residential uses from more intense land uses, districts, and heavily traveled transportation routes. The property development standards, while strict in order to protect adjacent low density residential uses, are designed to be flexible enough to allow experimentation in office and housing design, and to allow housing constructed within this district to incorporate its own protection from more intense adjacent uses."*

The purpose of the CR zone as listed in DCMC Section 9-8-020 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."*

Development Agreement. The proposed Development Agreement can be found in Exhibit G, which includes the associated drawings and exhibits. If approved, a copy of the City's current vested laws will also be included as an exhibit. The proposed Development Agreement sets forth the design standards and development of the overall Openshaw Corner project by providing, a concept site plan (page 36 of Exhibit G), a right-of-way dedication plan (page 38), restrictions on uses (page 40), and an alternative concept site plan (page 41). The initial application responses of the applicant are also included as Exhibit H of the staff report.

The concept site plan shows two buildings being located on the east and west sides of the property with a centrally located parking area between them. Principal access to the site is anticipated to come from 13800 South and is expected to be provided through cross-access easements across the neighboring properties located to the east and north of the subject properties. In the event that this does not occur, or is delayed, the Development Agreement intends to provide for a single temporary access to be constructed directly from 13800 South to the subject property a minimum of 120 feet from the intersection with Bangerter Highway. The temporary access (if constructed) will be abandoned once the other access is constructed and available.

An alternative site plan was also included in the Development Agreement by the applicant. This plan is intended for development of a gasoline service station should the adjacent property owner not submit a development application showing a gasoline service station or construct one within twelve (12) months from the approval of the Development Agreement. The uses of gasoline service station and storage and sales of gas and fuel would remain allowed uses for the subject property in this scenario.

In addition to setting the conceptual layout of site, the proposed Development Agreement would allow for the following:

1. A reduction in the minimum required landscaping of the site from 20% to 10%.
2. The potential elimination of all required landscaping within the parking lot.
3. A reduction in the minimum perimeter landscaping width to 5-feet.
4. A reduction in the overall maximum building height from 45-feet to 30-feet. Buildings would also be limited to a single story.
5. Restrictions on uses otherwise allowed in the CR zone.
6. Right-of-way dedication to the city for planned roadway improvements along 13800 South and Bangerter Parkway.
7. City provided installation of water, sewer and storm drain utilities to the property.
8. A parking reduction for restaurants under 2,500 ft².
9. Building entrances permitted to not face the street.

In reviewing the Development Agreement proposal, city staff has concerns and changes they would like to see included in the Development Agreement. While many of the changes staff would like to see are minor fixes to clarify intent, maintain consistent use of terminology, and address grammatical or typographical issues, some more substantive concerns and desired changes remain. These particular comments and concerns are detailed in Exhibit A of this report.

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.*

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of

the Development Agreement 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 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 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 submission. 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 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 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, hear from the applicant, receive public comment, and make a recommendation to the City Council based on the findings and criteria for approval, or denial, as listed within the staff report.

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 all noted concerns and changes identified by city staff as outlined in the staff report be addressed and be included in the Development Agreement that is approved by the City Council.

MODEL MOTIONS

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Openshaw Corner Development Agreement as requested Charlie

Openshaw and Porter Openshaw, representing CJO Holdings, LLC and P&J Ventures, LLC., application 2025-0305-DA, based on the findings for approval listed in the Staff Report dated March 16, 2026.

Findings for Approval:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).

Sample Motion for Modified Approval – I move that we forward a positive recommendation to the City Council for the Openshaw Corner Development Agreement as requested Charlie Openshaw and Porter Openshaw, representing CJO Holdings, LLC and P&J Ventures, LLC., application 2025-0305-DA, based on the findings for approval listed in the Staff Report dated March 16, 2026, together with the following modified findings or additional recommendations:

1. That all noted concerns and changes identified by city staff as outlined in the staff report be addressed and be included in the Development Agreement that is approved by the City Council.
2. (List any additional recommendations...)
3. (List any modified findings...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Openshaw Corner Development Agreement as requested Charlie Openshaw and Porter Openshaw, representing CJO Holdings, LLC and P&J Ventures, LLC., application 2025-0305-DA, based on the findings for denial listed in the Staff Report dated March 16, 2026.

Findings for Denial:

1. The Development Agreement does not comply with all required elements of DCMC Section 9-5-200(C) or (D).
2. The Development Agreement as proposed is not in the best interest of the city.

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.

Brien Maxfield

Digitally signed by Brien Maxfield
DN: C=US, E=brien.maxfield@draperutah.gov,
O=Draper, OU=Public Works - Engineering,
CN=Brien Maxfield
Date: 2026.03.23 09:21:57-06'00'

Draper City Public Works Department

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: 2026.03.20 16:15:42-06'00'

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: 2026.03.19 14:14:03-06'00'

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: 2026.03.19 11:41:10-06'00'

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 compiled all city review redlines onto a copy of the Development Agreement, and has provided the applicant with a copy of these redlined comments and needed changes to the Development Agreement. These include:
 - A. A full revision of subsection 2.5 regarding access to the property. The section should be amended to address and include the following:
 - I. Access to the property from 13800 South across the access drive in the location depicted on the conceptual site plan.
 - II. Compliance by the Master Developer with the cross-access requirements currently included in the zoning ordinance (City's Vested Laws), including reciprocal cross-access dedication to the adjacent landowner.
 - III. More specific provisions regarding the conditions under which the temporary access can be installed.
 - IV. Compliance with city standards for construction of a temporary access
 - V. Timely vacation and removal of a temporary access once the access shown on the concept site plan is installed and legally available for use by the subject property.
 - B. An increase in the proposed minimum width of parking lot planter islands in subsection 2.9.3 from the proposed 4-feet to a minimum of 5-feet to accommodate trees within the planting area.
 - C. Updates to the final sentence in subsection 3.1 to indicate that modifications to the Concept Site Plan can be made insofar as they do not conflict with other terms of the agreement or the vested or future laws of the city as applicable.
 - D. Inclusion of an exceptions clause within section 7 for Public Infrastructure installations required by the Master Developer under the Development Agreement. The current language conflicts with the provisions for the vacation and removal of the temporary access as agreed to in section 2.5.
 - E. Section 8 Upsizing and Reimbursements to Master Developer should be removed as it is not needed and subsequent sections should be

renumbered accordingly.

- F. Removal of the right column from the chart in Exhibit D Use Restrictions that indicates the prohibited uses listed in the left column as permitted or conditional uses.

Engineering and Public Works Divisions Review.

1. Included with Planning comments above.

Building Division Review.

1. No additional comments provided.

Fire Division Review.

1. No additional comments provided.

GIS Division Review.

1. Need to submit unabbreviated legal descriptions.

Legal Division Review.

1. Included with Planning comments above.

**EXHIBIT B
LEGAL DESCRIPTIONS**

PARCEL: 34-06-176-084-0000

BEG N 1°40'04" W 8.86 FT & N 89°51'10" W 730.50 FT & N 0°08'50" E 38.70 FT & N 00°14'45" W 26.41 FT FR CEN SEC 6, T4S, R1E, SLM; N 89°55'32" W 43.80 FT; N 47°30'37" W 16.20 FT; N 0°12'30" W 2.82 FT M OR L; N'LY ALG 719.17 FT RADIUS CURVE TO L 165.76 FT (CHD N 6°48'41" W 165.39 FT); N 89°26'42" E 129.32 FT; S 0°08'50" W 112.07 FT (RECORD 114.10FT) TO NE COR OF TRACT OF PROPERTY DESCRIBED IN WD 10131222; N 89°51'10" W 53 FT; S 0°08'50" W 68.29 FT M OR L TO BEG.

PARCEL: 34-06-176-089-0000

BEG S 89°59'46" W 677.50 FT & N 64.88 FT FR NW 1/4 SEC 6, T4S, R1E, SLM; N 68.87 FT; W 53 FT; S 68.57 FT; S 89°40'40" E 53 FT TO BEG.

PARCEL: 34-06-176-033-0000

BEG W 544.5 FT & N 150 FT & W 92 FT FR CEN SEC 6, T 4S, R 1E, SLM; W 41 FT; N 97.5 FT; E 41 FT; S 97.5 FT TO BEG.

PARCEL: 34-06-176-034-0000

BEG W 544.5 FT & N 150 FT FR CEN SEC 6, T 4S, R 1E, SLM; W 92 FT; N 97.5 FT; E 92 FT; S 97.5 FT TO BEG.

PARCEL: 34-06-176-085-0000

BEG S 89°59'46" W 544.50 FT & N 00°00'14" W 33.04 FT & N 28.85 FT FR CEN SEC 6, T4S, R1E, SLM; N 86°52'26" W 39.45 FT; N 89°40'40" W 93.62 FT; N 85.47 FT M OR L; E 133 FT; S 88.15 FT M OR L TO BEG.

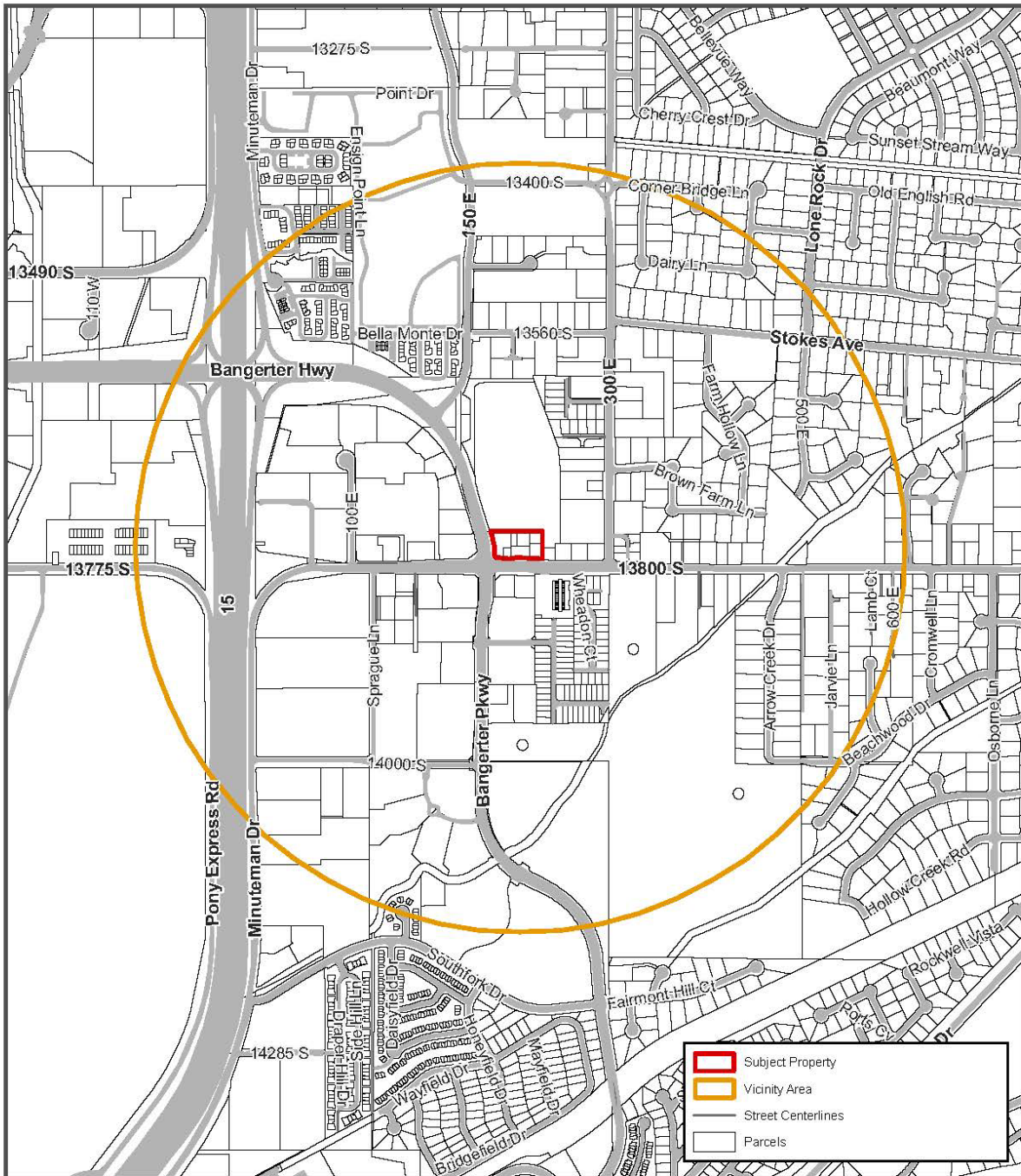
PARCEL: 34-06-176-088-0000

BEG W 544.50 FT FR CEN SEC 6 T4S, R1E, SLM; N 165 FT; E 86.33 FT; S 165 FT; W 86.33 FT TO BEG. LESS BEG S 89°59'46" W 458.17 FT; N 0°00'14" W 33.03 FT; W 86.33 FT; N 28.85 FT; S 86°52'26" E 86.46 FT; S 24.14 FT TO BEG. ALSO LESS PORTION WITHIN 13800 SOUTH ST.

PARCEL: 34-06-176-014-0000

BEG 33 RDS W & 10 RDS N FR CEN SEC 6, T 4S, R 1E, S L M; N 82.5 FT; E 86.33 FT; S 82.5 FT; W 86.33 FT TO BEG.

EXHIBIT C VICINITY MAP



Date Printed: 3/20/2026

Openshaw Corner Development Agreement

Approx. 207 E. 13800 S.

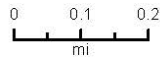


EXHIBIT D
AERIAL MAP





Openshaw Corner Development Agreement

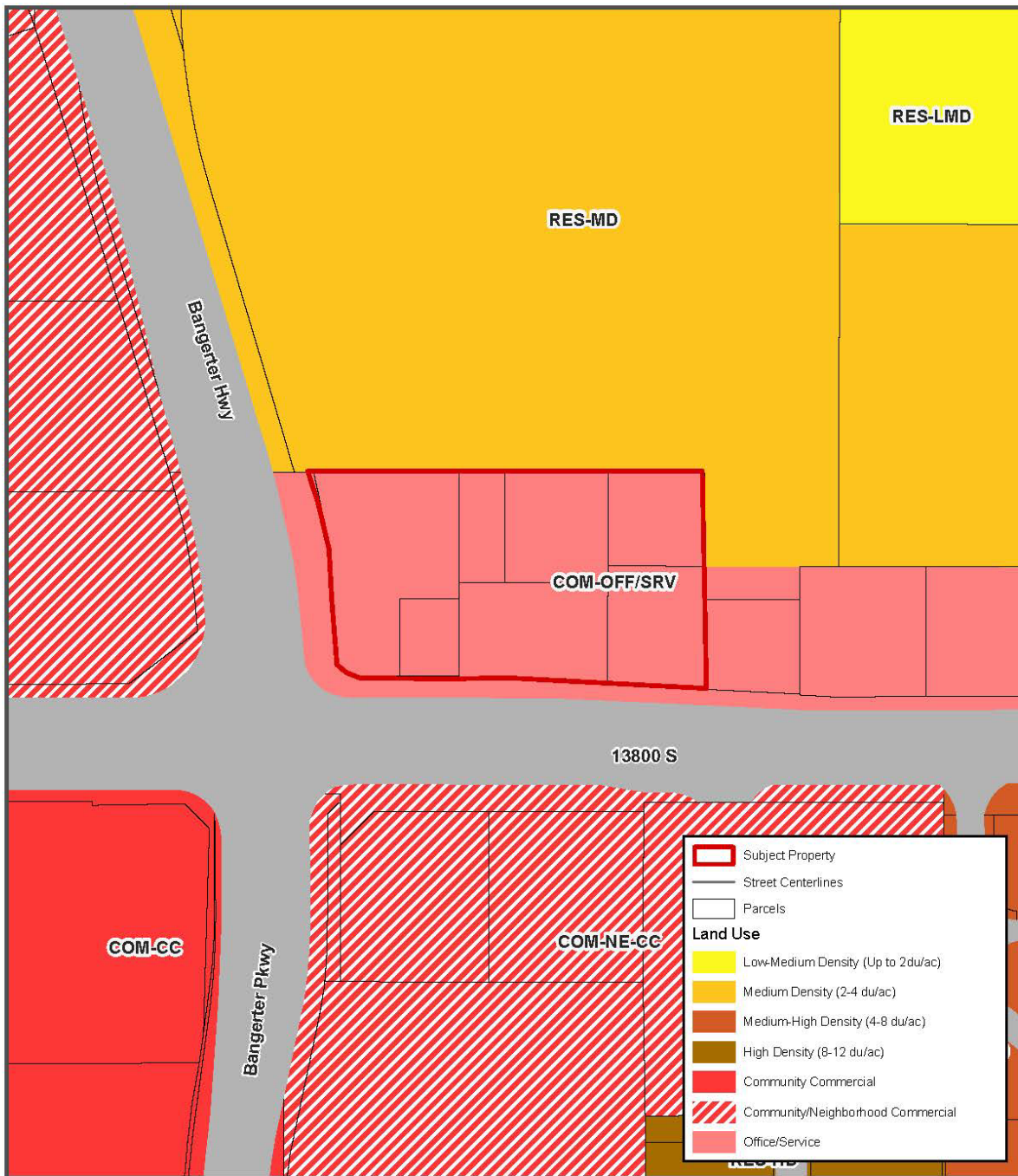
Approx. 207 E. 13800 S.

0 0.01 0.03
mi



Date Printed: 3/20/2026

EXHIBIT E LAND USE MAP





Openshaw Corner Development Agreement

Approx. 207 E. 13800 S.

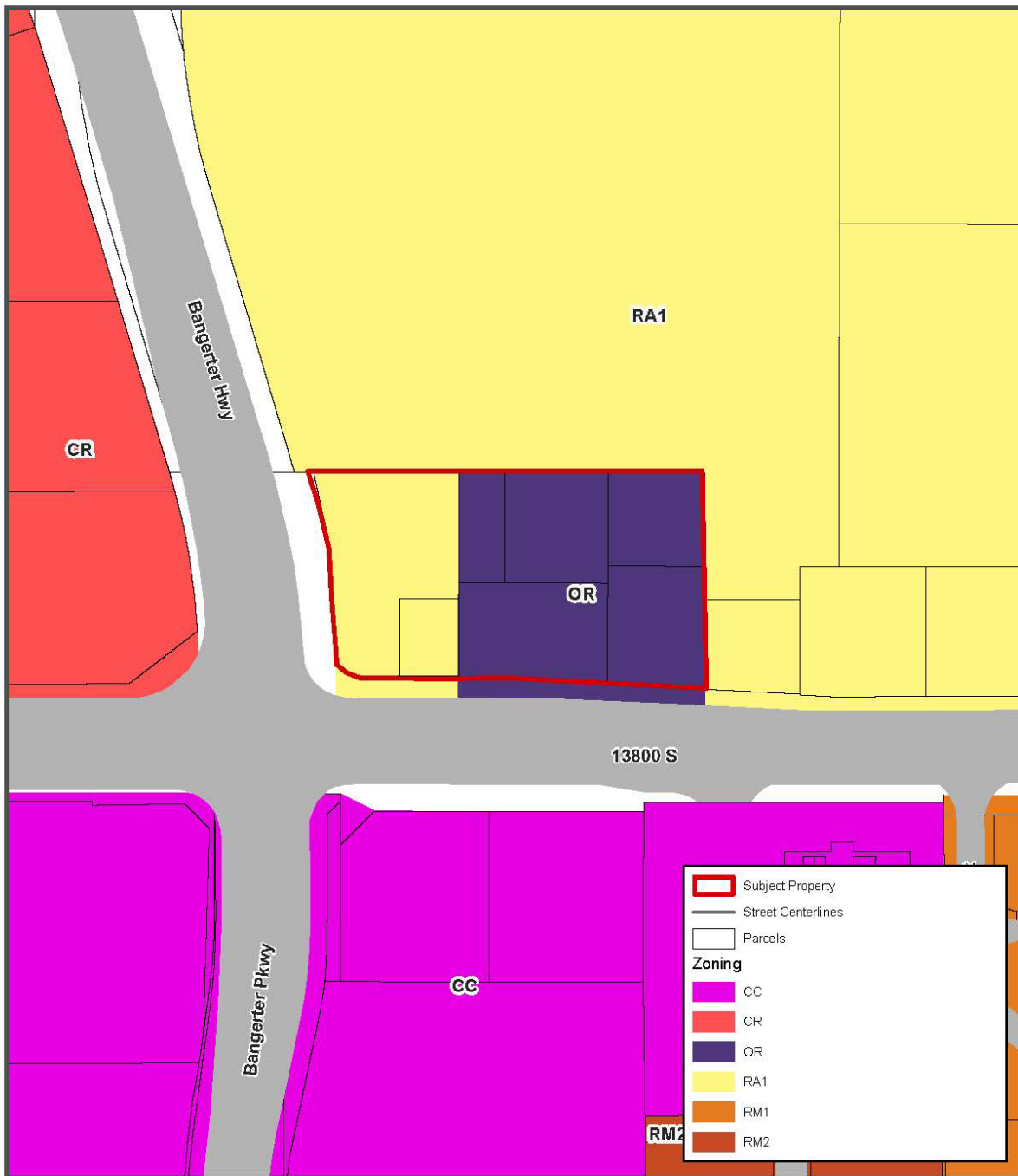
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N



Date Printed: 3/20/2026

EXHIBIT F ZONING MAP



Date Printed: 3/20/2026

Openshaw Corner Development Agreement

Approx. 207 E. 13800 S.

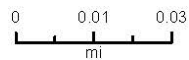


EXHIBIT G
DEVELOPMENT AGREEMENT AND EXHIBITS

**MASTER DEVELOPMENT AGREEMENT
FOR
OPENSHAW CORNER**

_____, 2026

WHEN RECORDED, RETURN TO:

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

**MASTER DEVELOPMENT AGREEMENT
FOR
OPENSHAW CORNER**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the _____ day of _____ 2026, by and between Draper City, a Utah municipality (“City”) and CJO Holdings, a Utah limited liability company, Lago Di Como, LLC, a Utah limited liability company, and P&J Ventures, LLC, Utah a limited liability (collectively “Master Developer”).

RECITALS

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

B. Master Developer owns and is developing the Property comprised of parcels: 34-06-176-084-0000, 34-06-176-089-0000, 34-06-176-033-0000, 34-06-176-034-0000, 34-06-176-085-0000, 34-06-176-088-0000, and 34-06-176-014-0000 and intends to develop the Property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the terms of this MDA.

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 and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

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 (2025) *et seq.*

G. 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” - “E” 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 Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101 (2025), *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 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. **Concept Site Plan** means the plan in Exhibit B designed and intended for use as retail and commercial uses.

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

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

1.2.12. **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.

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

1.2.14. **Development Application** means an application to the City for development of a portion of the Project including a site plan and, if applicable, a subdivision, or

any other permit, certificate or other authorization from the City required for development of the Project.

1.2.15. **Development Report** means a report containing the information specified in Section 2.4.

1.2.16. **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.

1.2.17. **Master Developer** means CJO Holding, LLC, Lago Di Como, LLC, and P&J Ventures, LLC, and its assignees or transferees as permitted by this MDA.

1.2.18. **Master Plan** means the conceptual layout for retail and commercial uses and Public Infrastructure for the Project.

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

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

1.2.21. **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 and may be individually developed and/or sold.

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. **Site Plan Application** means the application to review and approve a site plan.

1.2.29. **Sub-developer** 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 City Ordinances.

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

1.2.32. **Subdivision Ordinance** means the Draper City Subdivision Ordinance adopted pursuant to the Act in effect as of the date of the MDA as part of the City's Vested Laws.

1.2.33. **Zoning** means the zone for the Property adopted by the City on December 16, 2025.

1.2.34. **Zoning Ordinance** means the Land Use and Development Code of Draper City 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 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. **Buildout.** At Buildout of the Project, Master Developer shall be entitled to develop the site in a manner consistent with Exhibit B Concept Site Plan as specified in and pursuant to this MDA.

2.3. **Limitation and No Guarantee.** Master Developer acknowledges that the development of the Site requires that each Development Application comply with the City's Vested Laws including, without limitation, the City's geologic hazards requirements and this MDA, and Section 2.9 of the MDA. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Concept Site Plan or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with. Provided however, the approved access to the Property, as outlined in Section 2.5, and the exceptions to the City's Vested and Future Laws as outlined in Section 2.9 cannot form the basis for a Denied Development Application.

2.4. **Accounting for Parcels Sold to Sub-developers.** Any Parcel sold by Master

Developer to a Sub-developer shall include the transfer of the requirements of this MDA.

2.5. Access. The Property is entitled to one access connection to 13800 South in any location which is at least 120 ft from the intersection with Bangerter HWY (the “Access Envelope”) and that access may not be revoked, conditioned away, or treated as nonconforming unless and until the Replacement Cross-Access (defined below) is fully executed, constructed, and legally available for use. In the event an adjacent landowner submits a development application to the City for a commercial project, the City shall condition approval of said development application upon the adjacent landowner granting Master Developer an access easement to the Property as shown on the Concept Site Plan as “Replacement Cross-Access” both from 13000 South and within the parking areas of the Project without consideration or conditions. Upon Master Developer’s receiving all necessary and mutually approved recorded easements for the Replacement Cross-Access, and upon the completion of the construction of said Replacement Cross-Access, Master Developer agrees to relinquish all vehicular access to the Property from 13800 South and construct improvements on the property to close off the Temporary Access.

2.6. Dedication of Property. Within ten (10) days of approval and recordation of the Development Agreement, Master Developer agrees to dedicate to City, at no cost, the portions of the Property shown in Exhibit C (the “Dedicated Property”). Any portions of the Dedicated Property that is not needed for widening of Bangerter Parkway under the final ROW for the widening of Bangerter Parkway shall be dedicated by the City back to Master Developer at no cost to Master Developer to be incorporated into Master Developer’s Site Plan.

2.7. Frontage Improvements. Master Developer is not responsible for frontage

improvements on 13800 South or Bangerter Parkway. City shall cause frontage improvements to be installed. During construction of the Public Infrastructure improvements on 13800 South and Bangerter Parkway, the City shall cause water, sewer and storm water laterals lines located within the public ROW to be installed and stubbed to the Property's boundary line. Provided, however, that in the event the Public Infrastructure improvements are not completed before Master Developer commences construction of the Project, Master Developer may cause said utility lines to be extended to the Property line at the City's expense, which the City shall refund to the Master Developer within thirty (30) days of the City's receipt of Developer's notice of said reimbursement together with the invoices for said work.

2.8. Zoning. This MDA is subject to City changing zoning for the Property to Regional Commercial (CR) or another commercial designation acceptable to Master Developer.

2.9. Exceptions to City's Vested and Future Laws. The Project is not required to comply with the following development standards.

2.9.1. Overall Landscaping (9-23-50(F)). The overall percentage of landscaping for the Project shall be reduced to 10%.

2.9.2. Perimeter Landscaping (9-23-090). The Project may reduce perimeter landscaping from ten (10) feet to five (5) feet

2.9.3. Parking Lot Landscaping (9-23-100). The Project may have 0% landscaping in the parking lot. In the event Master Developer elects to add landscaping islands at the end of any parking lot rows, the width of said landscaping islands may be as narrow as 4'.

2.9.4. Site Design (9-22-050). Building entrances may face internally and not the main street.

2.9.5. Building setbacks may be reduced to zero along property lines.

2.9.6. Parking. The parking requirements for restaurants of any type, including fast-food, which are located within a space of 2500 square feet or smaller shall be 5 spaces per 1000 square feet.

2.10. Restrictions to City's Vested Laws. Notwithstanding the Vested Laws, Master Developer hereby agrees that the Project shall comply with the following development restrictions.

2.10.1. Height Limits: All buildings within the Property shall be single story and none shall be taller than 30'.

2.10.2. Use Restrictions: Attached as Exhibit D are uses that shall not be permitted within the Project. Provided, however, that in the event the adjacent landowner does not submit a development application showing a gasoline services station, or if such use is not constructed on the adjacent property within twelve (12) months following the date of this MDA, then gasoline service station and/or gas and fuel storage/sales use shall be removed from the Use Restrictions impacting the Property, and Master Developer shall have the right to substitute the Concept Site Plan for the Alternative Concept Site Plan.

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 Property 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 and pursuant to Utah Code Ann. § 10-20-509 (2025). Master Developer shall have the right to modify the Concept Site Plan and any modifications to the same shall be entitled to all rights and obligations under this MDA, including, but not limited to the Vested Laws and the benefit of the Access and Exceptions to the Vested Laws as outlined herein.

3.2. Exceptions to Future Laws. 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 (2018) *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 contradict this MDA; 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 pursuant to Utah Code Ann. § 10-20-504(1)(a) (2025).

4. **Term of Agreement.** The effective date of this MDA shall be the date of execution by both Parties. This MDA shall expire 5 years from the date of execution, unless extended or terminated earlier pursuant to the terms and conditions set forth herein. If Master Developer has not been declared to be currently in Default as of 5 years from date of execution (and if any such Default is not being cured) then this MDA shall be automatically extended another 5 years. This

MDA shall also terminate automatically at completion of the Buildout and issuance of the certificates of occupancy for all the Buildings within the Project.

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 as is provided in Utah Code Ann., Section 10-20-103(66) (2025) 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 Sub-developer 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 Sub-developer 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. Master Developer shall not have the any obligation to construct or cause to be constructed and installed any Public Infrastructure in connection with the Project.

8. Upsizing/Reimbursements to Master Developer.

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

Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

9. Default.

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

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

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

9.2.2. 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;

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

9.2.4. 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.

9.3. **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.

9.4. 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:

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

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

9.4.3. 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 Sub-developer, development of those Parcels owned by the Sub-developer until the Default has been cured.

9.5. 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.

9.6. 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 Sub-developer of any public meeting at which an

emergency default is to be considered and the Master Developer and/or any applicable Sub-developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9.7. 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.

9.8. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

9.9. 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 Sub-developer shall be that of specific performance.

10. 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:

[REDACTED]
CJO Holdings, LLC
[REDACTED]
[REDACTED]
[REDACTED]

Lago Di Como, LLC
c/o CJO Holdings, LLC
[REDACTED]
[REDACTED]

[REDACTED]

P&J Ventures, LLC
c/o CJO Holdings, LLC

[REDACTED]

With a Copy to:

[REDACTED]

Freeman Lovell, PLLC

[REDACTED]

To the City:

Draper City
Attn: City Manager
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

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

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

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

12. **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.

13. **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.

13.1. **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.

13.2. **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.

13.3. **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.

13.4. 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.

13.5. 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.

13.6. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of or Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. 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.

13.7. 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.

14. 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 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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 Charles Opensh. 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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 month xx, 20xx.

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
CJO Holdings, LLC

MASTER DEVELOPER
P&J Ventures, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

MASTER DEVELOPER
Lago Di Como, LLC

By: _____

Its:

Date: _____

CITY
Draper City

By: _____

Its: City Manager

Date: _____

Attest:

City Recorder

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

NOTARY PUBLIC

Residing at:

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

NOTARY PUBLIC

Residing at:

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of P&J Ventures, a Utah limited liability company 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: _____

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Lago Di Como, LLC, a Utah limited liability company 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	Parcel ID
Exhibit B	Concept Site Plan
Exhibit C	Right-of-Way Dedication
Exhibit D	Use Restrictions
Exhibit E	Alternative Concept Site Plan

Exhibit "A"
Legal Descriptions

APN: 34-06-176-084-0000

BEG N 1°40'04" W 8.86 FT & N 89°51'10" W 730.50 FT & N 0°08'50" E 38.70 FT & N 00°14'45" W 26.41 FT FR CEN SEC 6, T4S, R1E, SLM; N 89°55'32" W 43.80 FT; N 47°30'37" W 16.20 FT; N 0°12'30" W 2.82 FT M OR L; N'LY ALG 719.17 FT RADIUS CURVE TO L 165.76 FT (CHD N 6°48'41" W 165.39 FT); N 89°26'42" E 129.32 FT; S 0°08'50" W 112.07 FT (RECORD 114.10FT) TO NE COR OF TRACT OF PROPERTY DESCRIBED IN WD 10131222; N 89°51'10" W 53 FT; S 0°08'50" W 68.29 FT M OR L TO BEG.

APN: 34-06-176-089-0000

BEG S 89°59'46" W 677.50 FT & N 64.88 FT FR NW 1/4 SEC 6, T4S, R1E, SLM; N 68.87 FT; W 53 FT; S 68.57 FT; S 89°40'40" E 53 FT TO BEG.

34-06-176-033-0000

BEG W 544.5 FT & N 150 FT & W 92 FT FR CEN SEC 6, T 4S, R 1E, SLM; W 41 FT; N 97.5 FT; E 41 FT; S 97.5 FT TO BEG.

34-06-176-034-0000

BEG W 544.5 FT & N 150 FT FR CEN SEC 6, T 4S, R 1E, SLM; W 92 FT; N 97.5 FT; E 92 FT; S 97.5 FT TO BEG.

34-06-176-085-0000

BEG S 89°59'46" W 544.50 FT & N 00°00'14" W 33.04 FT & N 28.85 FT FR CEN SEC 6, T4S, R1E, SLM; N 86°52'26" W 39.45 FT; N 89°40'40" W 93.62 FT; N 85.47 FT M OR L; E 133 FT; S 88.15 FT M OR L TO BEG.

34-06-176-088-0000

BEG W 544.50 FT FR CEN SEC 6 T4S, R1E, SLM; N 165 FT; E 86.33 FT; S 165 FT; W 86.33 FT TO BEG. LESS BEG S 89°59'46" W 458.17 FT; N 0°00'14" W 33.03 FT; W 86.33 FT; N 28.85 FT; S 86°52'26" E 86.46 FT; S 24.14 FT TO BEG. ALSO LESS PORTION WITHIN 13800 SOUTH ST.

34-06-176-014-0000

BEG 33 RDS W & 10 RDS N FR CEN SEC 6, T 4S, R 1E, S L M; N 82.5 FT; E 86.33 FT; S 82.5 FT; W 86.33 FT TO BEG.

Exhibit B

Concept Site Plan

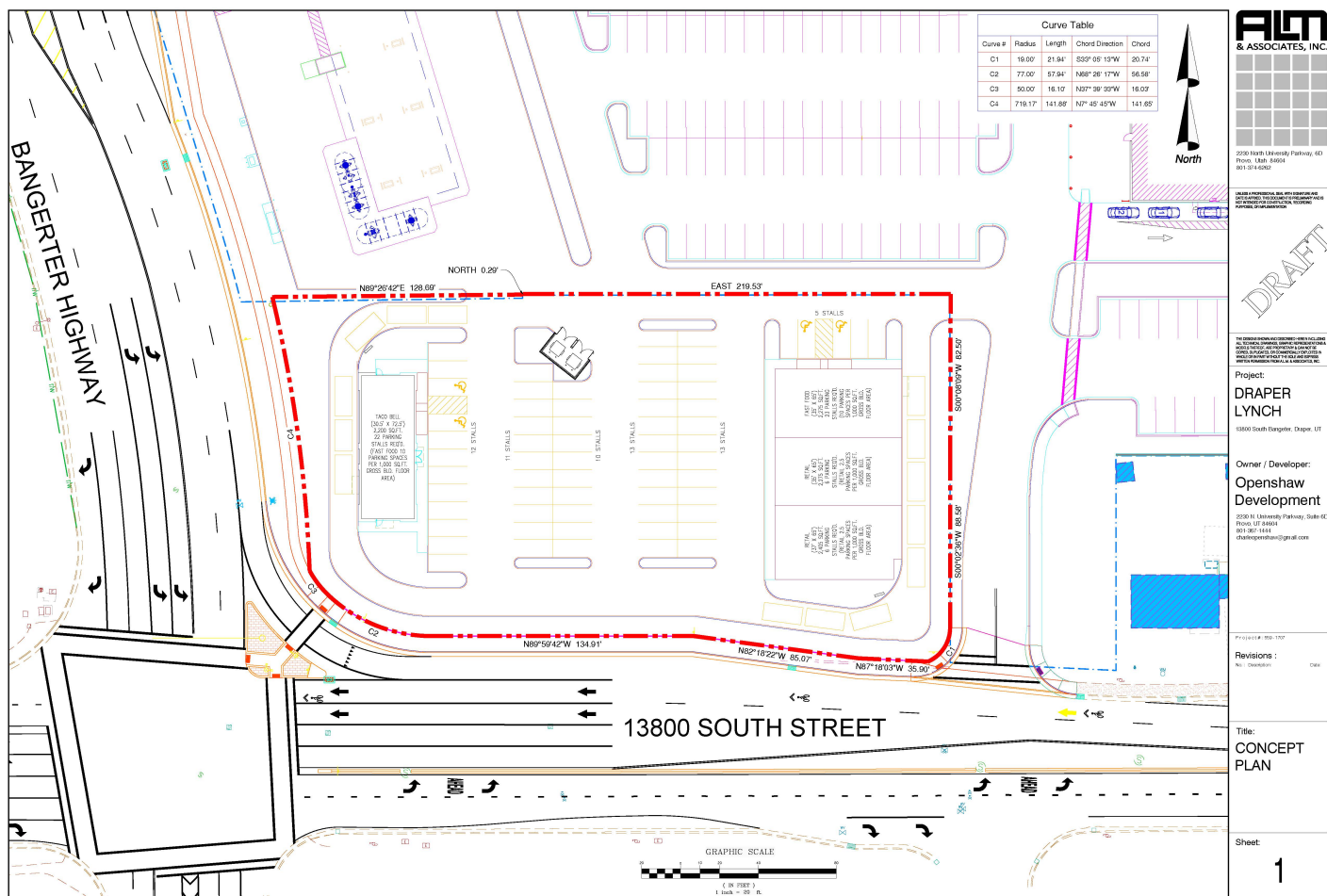


Exhibit "C"

Property Dedication



Lloyd Property – Openshaw Right-of-Way Dedication Parcel

Beginning at a point on the existing northerly right-of-way line of 13800 South Street, said point being South 89°43'42" West 458.46 feet along the section line and North 67.73 feet from the true Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian (said Center being South 2,630.21 feet from the North Quarter corner of said Section 6); and running thence along said existing northerly right-of-way line the following seven (7) courses:

- (1) North 86°55'22" West 125.94 feet;
- (2) North 89°43'36" West 146.62 feet;
- (3) North 00°02'56" West 2.16 feet;
- (4) North 89°34'24" West 43.79 feet;
- (5) North 47°09'29" West 16.75 feet;

(6) North 00°15'26" West 2.99 feet;

(7) Northerly 24.83 feet along the arc of a 719.17 foot radius curve to the left (center bears South 89°44'34" West and the chord bears North 01°14'47" West 24.83 feet with a central angle of 01°58'42");

thence Southeasterly 16.37 feet along the arc of a 50.00 foot radius curve to the left (center bears North 61°52'23" East and the chord bears South 37°30'15" East 16.29 feet with a central angle of 18°45'16");

thence Southeasterly 57.94 feet along the arc of a 77.00 foot radius curve to the left (center bears North 43°07'07" East and the chord bears South 68°26'17" East 56.58 feet with a central angle of 43°06'49");

thence South 89°59'42" East 134.91 feet;

thence South 82°18'22" East 85.07 feet;

thence South 87°18'03" East 47.29 feet;

thence South 00°03'37" East 1.80 feet to the point of beginning.

Contains 2,499 Square Feet or 0.057 Acres

Exhibit “D”
Use Restrictions

USES	ZONES
	CR
Residential uses:	
Assisted living facility	P
Public and civic uses:	
Auditorium, major	C
Auditorium, minor	C
Charter schools	P
Hospital	P
Reception center	P
Commercial uses:	
Auto, truck, RV, and equipment storage	C
Bar establishment	P
Business equipment rental and supplies	P
Car wash	C
Commercial vehicle and equipment rental or sales	P
Commercial vehicle and equipment repair	C
Construction sales and service	C
*Gas and fuel, storage and sales	P
*Gasoline service station	P
Laundry service	P
Recreation and entertainment, outdoor	C
Tattoo establishment	P
Vehicle rental	P
Vehicle repair, limited	C
Vehicle sale	P

Exhibit "E" Alternative Concept Site Plan

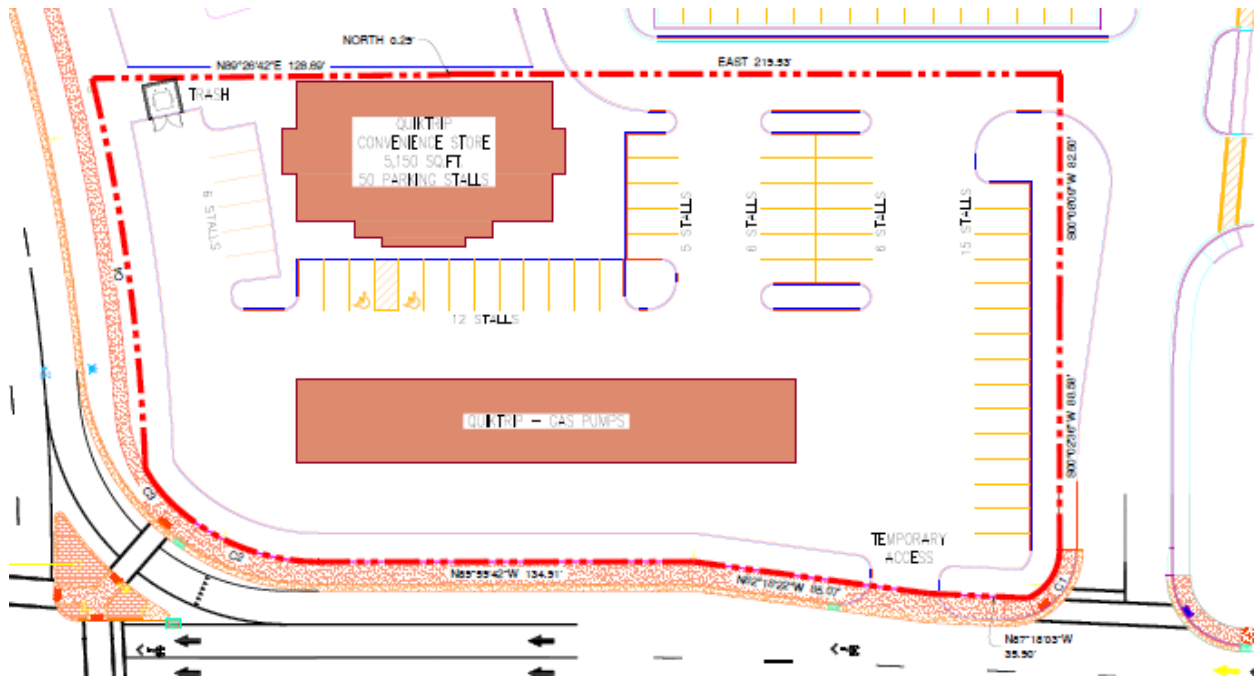


EXHIBIT H
APPLICANT QUESTIONNAIRE AND STATEMENTS

RESTRICTIONS, CONDITIONS AND DEVELOPMENT STANDARDS

Permitted Development

- The property may be developed for commercial uses consistent with the approved zoning.
- Development applications must comply with applicable City regulations except where the MDA grants specific deviations.

Access Rights and Restrictions

Interim Access to 13800 South. The Developer is granted temporary vehicular access to 13800 South to allow commercial development of the property.

Future Access Relocation. If the adjacent property owner develops their property for commercial use, the Developer agrees to (i) Close the access to 13800 South, and (ii) connect to a shared access point through the adjacent development.

Right-of-Way Dedication

The Developer must dedicate a portion of the property to the City for roadway improvements related to 13800 South and Bangerter Parkway within 10 days after approval and recordation of the MDA.

Frontage Improvements

The City is responsible for installing frontage improvements along 13800 South and Bangerter Parkway. The City must also extend public utility lines within the right-of-way to the property boundary.

Development Standards

All development must comply with applicable construction and safety standards. Due to the dedication of a portion of the property, Developer shall not have to comply with all of the landscaping, setback or building orientation requirements set forth in the Code. However, the building heights shall not exceed 30' and the following uses shall not be permitted within the Project, except as otherwise set forth in the MDA.

USES	ZONES
	CR
Residential uses:	
Assisted living facility	P
Public and civic uses:	
Auditorium, major	C
Auditorium, minor	C
Charter schools	P
Hospital	P
Reception center	P
Commercial uses:	
Auto, truck, RV, and equipment storage	C
Bar establishment	P
Business equipment rental and supplies	P

Car wash	C
Commercial vehicle and equipment rental or sales	P
Commercial vehicle and equipment repair	C
Construction sales and service	C
*Gas and fuel, storage and sales	P
*Gasoline service station	P
Laundry service	P
Recreation and entertainment, outdoor	C
Tattoo establishment	P
Vehicle rental	P
Vehicle repair, limited	C
Vehicle sale	P

STATEMENT OF BENEFITS

Openshaw Corner Development Agreement

The proposed Development Agreement provides significant long-term benefits to Draper City by facilitating transportation improvements, encouraging high-quality commercial development, and promoting coordinated growth along an important regional corridor. The agreement represents a collaborative public-private partnership that allows the City to advance infrastructure goals while enabling productive use of private property that has remained underutilized for many years.

Transportation and Infrastructure Benefits

A primary benefit of the agreement is the dedication of additional right-of-way needed for planned roadway improvements along **13800 South and Bangerter Parkway**, two critical transportation corridors serving the region.

Through the agreement, the property owner will dedicate land necessary to support roadway expansion and infrastructure improvements that will enhance traffic flow, improve safety, and support long-term transportation planning. Securing right-of-way through a negotiated development agreement allows the City to advance transportation improvements without the need for condemnation or future acquisition costs.

In addition, the agreement promotes coordinated access management along 13800 South by establishing a framework that ultimately consolidates access points if adjacent properties develop commercially. This approach supports the City's long-term transportation planning goals by reducing driveway conflicts and encouraging shared access between neighboring developments.

Economic Development and Tax Base

The agreement will allow the property to be developed for commercial purposes, which will contribute to the economic vitality of Draper City. The development of currently underutilized property will:

- Generate new **sales tax revenue** for the City
- Increase **property tax value** of the site
- Provide opportunities for **new businesses and services** that serve the community
- Create **local employment opportunities**

Commercial development at this location will also strengthen Draper's economic base by activating a prominent corner along a major transportation corridor.

Efficient Provision of Public Infrastructure

The agreement establishes a clear framework for the construction and dedication of public infrastructure necessary to support development. Internal infrastructure required to serve the project will be constructed by the developer and ultimately dedicated to the City.

At the same time, the agreement clarifies the City's responsibility for major frontage improvements associated with regional transportation infrastructure. This allocation of responsibilities ensures that improvements benefiting the broader community are implemented in

a coordinated and efficient manner.

Orderly and Coordinated Development

The development agreement provides a structured framework for how the property and adjacent parcels may develop in the future. By addressing issues such as cross-access, infrastructure coordination, and development standards in advance, the agreement helps ensure that future development occurs in an orderly and well-planned manner.

This proactive planning approach reduces the potential for piecemeal development and allows the City to guide growth in a way that aligns with long-term planning objectives.

Public-Private Partnership

Overall, the agreement represents a balanced partnership between the City and the property owner. The City gains important transportation infrastructure and coordinated access planning, while the property owner gains a clear pathway to develop property that has remained undeveloped due to longstanding access constraints.

Through this agreement, Draper City is able to achieve important public infrastructure and economic development goals while encouraging responsible private investment that benefits the community as a whole.

TIME FRAMES

The Developer is eager to move forward with the project and commence development of the property as soon as reasonably practicable. While certain planning, engineering, and coordination efforts will be required following execution of this Development Agreement, the Developer currently anticipates submitting a complete development application to the City within **twelve (12) months** after execution of the Master Development Agreement. The Developer intends to proceed diligently and in good faith to advance the project through the City's development review process once the application is submitted.

DESCRIPTION OF REQUIRED CITY APPROVALS PRIOR TO CONSTRUCTION

Prior to the commencement of construction on the Property, the Developer will be required to obtain the necessary approvals and permits through Draper City's standard development review process. These approvals are intended to ensure that the proposed development complies with applicable City ordinances, engineering standards, and public safety requirements.

Site Plan and Development Review

The Developer will submit a development application and site plan for review by the City. The site plan review process evaluates the proposed layout of the project, including building placement, parking, landscaping, access, circulation, and compliance with applicable development standards.

Building Permits

Prior to the construction of any buildings or structures on the Property, the Developer must obtain the necessary building permits from Draper City. Building permit review ensures compliance with applicable building codes, fire codes, and other life-safety regulations.

SUMMARY OF ENFORCEMENT OF THE TERMS AND CONDITIONS OF THE MDA

The Master Development Agreement establishes procedures to ensure that both the Developer and Draper City comply with the obligations, conditions, and standards set forth in the agreement. The MDA is a binding contract that runs with the land and is enforceable by both parties.

Compliance with Agreement Terms

All development of the property must comply with the provisions of the MDA, including the approved development standards, infrastructure obligations, access provisions, and other conditions established in the agreement. The City retains its authority to review development applications to ensure consistency with the terms of the MDA and applicable City regulations.

Notice of Default

If either the City or the Developer believes the other party has failed to comply with the terms of the agreement, the non-defaulting party must provide written notice describing the alleged violation. The party receiving notice is given an opportunity to cure the default within a reasonable period of time.

Opportunity to Cure

The MDA provides the alleged defaulting party with the opportunity to correct or cure the issue before enforcement actions are taken. This process ensures that disputes are addressed in good faith and that technical or minor violations can be resolved without unnecessary escalation.

City Council Review

If a default cannot be resolved after notice and opportunity to cure, the matter may be presented to the Draper City Council for review. The City Council may consider the circumstances and determine appropriate action consistent with the terms of the agreement and applicable law.

Legal Remedies

If a breach of the agreement persists after notice and opportunity to cure, either party may pursue legal remedies available under the MDA and applicable law. The agreement generally provides that specific performance or injunctive relief may be sought to compel compliance with the terms of the agreement.

Binding Effect

The obligations and rights established in the MDA are binding on the parties and their successors and assigns. Future owners of the property are therefore required to comply with the terms of the agreement as a condition of development.

SUMMARY OF PROVISIONS FOR AMENDMENTS TO THE MDA

The Master Development Agreement may be amended from time to time by mutual agreement of the parties in order to address changing circumstances, clarify provisions, or accommodate modifications to the development.

Any amendment to the MDA must be approved in writing by both the Developer and Draper City and must comply with the procedures required under applicable Utah law governing development agreements. Amendments that materially modify the terms of the agreement generally require review and approval by the Draper City Council and may also require review by the Planning Commission depending on the nature of the proposed changes.

Minor administrative amendments that do not materially alter the rights or obligations of the parties may be approved by the City through administrative procedures as permitted by City policy.

Once approved, any amendment to the MDA must be executed by the parties and recorded with the Salt Lake County Recorder, after which the amendment becomes part of the agreement and is binding upon the parties and their successors and assigns.

SUMMARY OF TIME LIMITATIONS IN THE MDA

The Master Development Agreement establishes several timeframes intended to ensure that the project proceeds in a timely manner while allowing the Developer reasonable flexibility to complete planning, design, and construction activities.

Term of the Agreement

The MDA establishes an initial five (5) year term, during which the Developer may pursue approvals and development of the property. If development has not been completed within that period, the agreement provides for an automatic extension of an additional five (5) years, unless otherwise terminated in accordance with the agreement.

Development Application Timeline

Following execution of the MDA, the Developer anticipates submitting a complete development application within approximately twelve (12) months. This timeframe allows the Developer to complete necessary planning, engineering, and coordination prior to formal submission while demonstrating a commitment to move the project forward.

Right-of-Way Dedication

The Developer is required to dedicate the required right-of-way to the City within ten (10) days after the approval and recordation of the MDA.

Future Access Conditions

If adjacent property develops commercially and cross-access is established, the Developer may be required to close the existing access to 13800 South and connect to the shared access, subject to the conditions outlined in the agreement and the granting of the necessary easements and approvals.

Restrictions and Conditions

- Developer shall dedicate property needed for widening of Bangerter Pkwy and 13800 S.
- Building height shall not exceed 35 ft.
- City shall stub sewer from Bangerter to developer property and allow connection. Water connection can be from either Bangerter or 13800 S... city to provide stub.
- City shall allow storm water connection.
- City shall allow exception for Perimeter Landscaping (9-23-090) – defined in MDA
- City shall allow exception for Parking Lot Landscaping (9-23-100) – defined in MDA
- City shall allow exception for Site Design (9-22-050) – defined in MDA
- City shall allow exception for Building Setbacks – defined in MDA

Statement of Benefits and Value

- Developer shall dedicate, at no cost to the city, the property needed for the widening of Bangerter Parkway and 13800 South.
- Access to property will be shared with neighboring development therefore eliminating any access otherwise required for property.
- Property shall be developed consistent with city's master development plan.

MEMO



To: Planning Commission

From: Todd A. Draper, AICP

Date: 2026-03-26

Re: Public Hearing: Bangerter Crossroads Development Agreement Request (Legislative Item)

Comments:

This application is a request for approval of a Development Agreement for approximately 17.88 acres located on the east side of Bangerter Highway, north of 13800 South, and west of 300 East, at approximately 13782 S. 300 E. The property is currently zoned RA1 (Residential Agricultural). The applicant is requesting that the Development Agreement be approved to allow for the development of the overall site as a commercial center.

Findings for Approval:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).

Findings for Denial:

1. The Development Agreement does not comply with all required elements of DCMC Section 9-5-200(C) or (D).
2. The Development Agreement as proposed is not in the best interest of the city.

ATTACHMENTS:

[Bangerter Crossroads DA - Final staff report.pdf](#)



Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

March 19, 2026

To: Draper City Planning Commission
Business Date: March 26, 2026

From: Development Review Committee

Prepared By: Todd A. Draper, AICP, Planning Manager
Planning Division
Community Development Department
801-576-6335, todd.draper@draperutah.gov

Re: Bangerter Crossroads – Development Agreement Request

Application No.: 2025-0304-DA

Applicant: Duaine Rasmussen, representing Tom Lloyd and Lloyd's TLC Limited

Project Location: Approximately 13782 S. 300 E.

Current Zoning: RA1 (Residential Agricultural, 40,000 ft² min. lot size) Zone

Acreage: Approximately 17.88 Acres (Approximately 778,853 ft²)

Request: Request for approval of a Development Agreement in the RA1 zone regarding future potential development of the property as a commercial center.

BACKGROUND AND SUMMARY

This application is a request for approval of a Development Agreement for approximately 17.88 acres located on the west side of Bangerter Highway, north of 13800 South, and west of 300 East, at approximately 13782 S. 300 E. (Exhibit C & D). The property is currently zoned RA1. The applicant is requesting that the Development Agreement be approved to allow for the development of the overall site as a commercial center.

The overall subject property consists of seven (7) parcels ranging in size from approximately 0.16 acres to 12.82 acres. Four (4) of the parcels previously had single family dwellings on them that dated back prior to the incorporation of the city in 1978, however these dwellings were removed from the properties in about 2018, and the land has been vacant since that time.



Ordinances approving a change to the Land Use designation to Regional Commercial and to the Zoning Map designation to the CR zone were both conditionally approved by the City Council subject to subsequent approval of a Development Agreement prior to May 7, 2026.

ANALYSIS

General Plan and Zoning.

Table 1	General Plan and Zoning Designations	Exhibit
Existing Land Use	Residential Medium Density, Residential Low-Medium Density, and Office/Service	Exhibit E
Current Zoning	RA1	Exhibit F
Proposed Use	Commercial Center	
Adjacent Zoning		
East	RA1, RA2 (Residential Agricultural, 20,000 ft ² min. lot size), RM1 (Residential Multiple-Family)	
West	RM2, CR	
North	RA1, RA2, R3 (Single-Family Residential, 15,000 ft ² min. lot size), RM1	
South	RA1, OR (Office Residential), CC (Community Commercial)	

The Residential Medium Density, Residential Low-Medium Density, and Office/Service land use designations are characterized as follows:

Residential Low-Medium Density

LAND USE DESCRIPTION			
CHARACTERISTICS	• Very large lot single-family neighborhoods or ranchettes allows for enhancement of Draper's rural character • Environmentally designed clustered housing with the Suncrest and South Mountain projects being the exceptions • Some natural features and cultivated vegetation is apparent and special care is required in order to preserve those features and areas • Equestrian uses and privileges may exist in certain areas		
LAND USE MIX	<table border="1"> <tr> <td> Primary • Single-family detached homes </td><td> Secondary • Parks • Open space • Churches • Schools </td></tr> </table>	Primary • Single-family detached homes	Secondary • Parks • Open space • Churches • Schools
Primary • Single-family detached homes	Secondary • Parks • Open space • Churches • Schools		
DENSITY	• Density range: up to 2 dwelling units per acre • Reduction for non-buildable areas		
COMPATIBLE ZONING	• Residential Agricultural (RA1) • Residential Agricultural (RA2) • Single-family Residential Hillside (RH) • Master Planned Community (MPC)		
OTHER CRITERIA	• Increased densities within equestrian areas may be allowed only with compliance to specified performance standards and impact mitigation measures • Buffers and transitions around existing low-density single-family residences may consist of open space/retention areas, lots that are pie-shaped or otherwise larger than standard sized lots or a combination of these and other appropriate design techniques		

Office/Service

LAND USE DESCRIPTION	
CHARACTERISTICS	• Includes a variety of office and service uses that range from residential scale and character to major offices that have multiple stories and underground parking, which generate moderate traffic volumes • Development and landscaping standards vary, depending upon the location of the use, and underlying zoning regulations • For minor offices strict development and landscaping requirements will protect adjacent residential uses • For major offices and services, arterial access is desirable and should be located around the central business district, other major commercial cores, or freeway interchanges and away from residential areas
LAND USE MIX	• Small-scale commercial • Planned retail • Office buildings
DENSITY	• Up to 12 dwelling units per acre for residential
COMPATIBLE ZONING	• Professional Office (CO2) • Professional Office (CO1) • Office Residential (OR)
LOCATION	• Near retail centers, offices, or other compatible uses

The Regional Commercial land use designation is characterized as follows:

Regional Commercial

LAND USE DESCRIPTION	
CHARACTERISTICS	• Include a wide range of commercial uses that combine destination oriented businesses, retail commercial, entertainment and related uses • Include uses that serve both residents and nonresidents of the City • Uniform design standards and aesthetics • Well landscaped street frontages • Limited traffic access points for the site
LAND USE MIX	• Large-scale master-planned commercial centers • Big box centers • Upscale office buildings
COMPATIBLE ZONING	• Regional Commercial (CR)
LOCATION	• Excellent transportation access to major highways • Strategically placed along high-traffic corridors

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the RA1 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.”*

The purpose of the CR 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.”*

Development Agreement. A redlined copy of the proposed Development Agreement can be found in Exhibit G, which includes additional comments and redlines from Staff. There are a number of things that Staff would like to see addressed in an updated Development Agreement before the Development Agreement is presented to the City Council for a decision. Associated drawings and exhibits to the proposed agreement are also included. A digital copy of the City's current ordinances will be attached as an exhibit should the proposed agreement be approved.

The proposed Development Agreement sets forth the design standards and conceptual site development of the Bangerter Crossroads project by providing a master site plan (Exhibit B of Exhibit G), a photometric plan (Exhibit D of Exhibit G), building elevations (Exhibits E-G of

Exhibit G), a landscape plan (Exhibit H of Exhibit G), an outdoor sales and display plan (Exhibit I), plans for screening and land use buffers (Exhibits J-L of Exhibit G), a detention pond maintenance plan (Exhibit M), and a master signage plan (Exhibit N of Exhibit G).

The Master Site Plan shows the proposed development of the commercial center with the main anchor tenant located in a 99,929 ft² building on the eastern portion of the site along 300 East. The main entry of the anchor tenant building faces west towards a large central parking lot. A 33,600 ft² building for three junior anchor tenants is located to the north as is a 5,540 ft² outparcel building. On the west of the property, another 5,535 ft² outparcel building and a fuel center are proposed on the north and the south sides respectively of the main access connection into the property from Bangerter Highway.

The proposed layout also presumptively includes a 3,900 ft² outparcel building shown near the intersection of 150 East and Bangerter Highway on property owned by UDOT. The UDOT property is currently part of the storm water infrastructure for Bangerter Highway. The applicant is separately working to acquire that property through a series of property exchanges, and merge the stormwater system together with the detention pond for the proposed commercial center. The proposed detention pond for the site is located along the north and north east property lines of the subject property.

Access into the commercial center will primarily come from a signalized three-quarter movement intersection on Bangerter Highway that will allow vehicles traveling south on Bangerter Highway to turn left into the commercial center. Three additional right-in and right-out only vehicular access points will also provide additional access to the commercial center; one on 150 East, one on 300 East, and one from 13800 South.

Reciprocal vehicular cross-access between the subject properties and the existing commercial properties located between the subject properties and the corner of 13800 South and Bangerter Highway is a requirement of the current city code. The roadway design and standards for 13800 South and the proposed location of the access onto 13800 South for the commercial center prevent the adjacent commercial property owner from having direct access from 13800 South to their properties. The current Master Site Plan does not explicitly include provision of the cross-access and the text of the proposed Development Agreement requires that the city waive the requirement should the Master Developer ultimately be unable to gain the additional considerations they desire from the neighboring property owner in exchange for cross-access. Staff is opposed to this concession as written in the Development Agreement as it could legally expose the city. Also, the design of the parking along the southern portion of the subject properties relies on the granting of cross-access easements from the adjacent commercial property owner to the subject properties in order to achieve safe and adequate vehicular access and maneuverability across a shared access drive.

The rear of the anchor tenant building will face 300 East and will include truck docks, utility boxes, mechanical equipment, and likely will include trash and refuse collection. Under the proposed Development Agreement, the Master Developer has proposed to install a solid screen wall, a berm, and landscaping to reduce the visual impact of the rear of the building as seen from 300 East. A 300 East screening cross-section is included in the Development Agreement that details how this will be achieved (Exhibit K of Exhibit G). Additional renderings are included in the Development Agreement that also show the general concept of the screening along 300 East (Exhibit J of Exhibit G).

A land use buffer plan is included within the Development Agreement (Exhibit L of Exhibit G). Current city code would require a 20-foot-wide landscaped Land Use Buffer and a minimum 6-foot-tall solid masonry or concrete fence between commercial development and adjacent residential properties, or a minimum 10-foot-wide landscaped Land Use buffer with a minimum 8-foot-tall fence. The proposed drawings show 5-feet of landscaped buffer area adjacent to the residentially zoned property north of the anchor tenant building with an 8-foot tall concrete fence. This section of Land Use Buffer represents a deviation from the current city code requirements. The proposed detention pond for the commercial center serves as the landscaped buffer area between the development and the remainder of the residential properties to the north. The detention pond is dimensioned at 43-feet wide at its narrowest point, however adjacent to the vehicular access to 150 East, the buffer area tapers down to approximately 27-feet wide at the property line adjacent to the street. An existing 8-foot-tall concrete fence will remain along the eastern edge of the detention pond and will be stained to match the other fencing in the project. Along the northern edge of the detention pond a new 6-foot-tall concrete fence will be installed.

Residential properties are also located to the south of the anchor tenant building. In this area the Land Use Buffer is generally 22 feet in width and includes the installation of a 6-foot-tall concrete fence, however adjacent to the easternmost residential property the buffer area is shown at only 11-feet wide. From the submitted Exhibit to the Development Agreement it appears that the 11-foot-wide section of the Land Use Buffer area might be the result of a property boundary overlap. Complete details for the Land Use Buffer area adjacent to the vehicular access connection to 13800 South were not provided in the Land Use Buffer Exhibit in the proposed Development Agreement.

Staff also notes that the provided Land Use Buffer Exhibit has no legend and provides no description of the specific landscaping components depicted on the drawings. The Land Use Buffer Exhibit appears to have been created from snapshots of the Landscape Plan Exhibit provided within the Development Agreement (Exhibit H of Exhibit G). Based on the proposed Landscape Plan, the proposed Land Use Buffer plans appear to represent a significant reduction in the number of trees and plants otherwise required for screening within Land Use Buffer areas.

In addition to setting the conceptual layout of the site, the proposed Development Agreement would also allow the following:

1. Concurrent submittal and city review of building permit applications with the application for Site Plan approval. The building permit approval will not precede the Site Plan approval.
2. Approval of the architectural renderings and elevations for each building type as the approved elevations, inclusive of approved exterior materials and colors. The Development Agreement requests approval to deviate from the building design requirements of DCMC Section 9-22-40, specifically from the façade articulation, exterior materials, and colors requirements of that section, however the submitted elevations appear to comply with each of those specific requirements in the ordinance, with the possible exception of the fuel center building and canopy which would be constructed with materials consistent with modern fuel facilities. Staff notes that the text of the Development Agreement calls for buildings to be primarily constructed of decoratively or architecturally finished CMU in multiple colors. The applicant did not provide elevation drawings for the east or north sides of the anchor tenant building within the Elevations Exhibit of the Development Agreement, and absent them, the typical provisions within DCMC Section 9-22-040 would continue to apply to those facades.
3. Approval of a deviation from DCMC Subsection 9-22-050(A)(1) to allow for the orientation of the main façade and main entrance of buildings towards the central parking lot rather than to the surrounding streets. The location of the proposed service areas for the anchor tenant building would also not strictly comply with the design standards of DCMC Section 9-22-050(B) to be oriented away from adjacent residential areas, however the design of the area to discourage public access and to separate and screen the area from view would comply with the typical ordinance provisions of this subsection. The service area north of the junior anchor tenant building also does not comply with the design standards of DCMC Section 9-22-050(B) as it is oriented towards the residential area on the north and is not screened from view. Staff notes that trash, refuse and garbage collection was not addressed in the Development Agreement nor were any locations identified on the proposed Master Site Plan. Plans for such collection will be required to comply with code.
4. A reduction in the number of required amenities for the commercial development. The Development Agreement seeks to reduce the number of required outdoor amenities for the anchor tenant building from four (4) to one (1). The amenity area will be an outdoor seating adjacent to the anchor tenant building entrance. The Development Agreement indicates that other buildings within the commercial center may choose to provide additional outdoor seating area amenities for the use of their patrons, however no additional amenities beyond the one (1) for the anchor tenant building would be required under the Development Agreement as proposed.
5. A potential deviation from strict compliance with the pedestrian access requirements of DCMC section 9-22-050(G). Staff notes that pedestrian access

between the nearest public sidewalk and the building shown on outparcel B is not depicted on the Master Site Plan. Staff recommends that a deviation not be permitted for the outparcel B building and instead recommends that the Master Site Plan drawing be revised to include a pedestrian connection between the outparcel B building entrance and the nearest public sidewalk prior to presentation of the Development Agreement to the City Council for decision.

6. Approval of a Master Signage plan for the property, inclusive of a tower and multiple monument signs and their general locations. The monument signs are requested to be taller than otherwise allowed by code. DCMC Section 9-26-070(A)(2) limits monument signs to 6-feet in height. The proposed Master Signage Plan includes monument signs up to 12-feet in height. The Master Signage Plan does not include any mention of setbacks from property lines for each sign or compliance with the safety aspects of the site visibility triangle at vehicular access intersections with the street that would otherwise be required in ordinance. No signage on buildings has been included in the proposed Master Signage Plan or on proposed elevation drawings.
7. A deviation from DCMC Chapter 9-20 regarding site lighting, including;
 - a. A deviation from DCMC Subsection 9-20-070, Table 9-20-1 and Subsection 9-20-080(A) to allow for illumination levels to exceed the limit of 0.2 foot candles (fc) at the site boundary that would otherwise be required by ordinance. A photometric analysis provided as Exhibit D in the Development Agreement shows illumination levels of up to 1.9 fc adjacent to the residential property to the north of the anchor tenant building and as high as 1.4 fc adjacent to the residential property to the south of the anchor tenant building. Illumination levels along the site boundary with 300 East would be as high as 1.9 fc, 1.1 fc along 13800 South, 1.8 fc along Bangerter Highway, and 2.4 fc along 150 East. Staff notes the photometric plan provided in the agreement as Exhibit D has illumination readings further than 5-feet apart as per typical ordinance requirements and that for some areas of the property where illumination will be present that no illumination readings are provided.
 - b. A deviation from DCMC Subsection 9-20-070, Table 9-20-1 to increase the maximum allowable illumination under the fuel canopy from 15 fc to 60 fc.
 - c. A possible deviation from the after-hours illumination requirements of ordinance as they were not specifically addressed in the Submitted Development Agreement. Typically, these require a 1/3 reduction in the overall number of light sources and reduced illumination levels after-hours.
 - d. A deviation from DCMC Subsection 9-20-040(F)(7) to allow light poles of up to 30-feet tall rather than the typical 20-foot maximum height in the DCMC. The photometric plan does show the 30-foot-tall light poles will be located in the center of the parking lot area, with 20-foot-tall light poles being utilized near the property boundary.
 - e. A deviation from DCMC Subsection 9-20-040(G) to allow for additional primary light poles at a ratio of 1 per 8,631 ft² rather than 1 per 10,000 ft².

- f. A deviation from DCMC Subsection 9-20-080(B) to allow for light sources closer than 20-feet of the shared property line with adjacent residential uses or zoning.
 - g. A deviation from DCMC Subsection 9-20-040(F)(6) to allow for the use of wall pack lighting on the buildings to illuminate areas around the building and not building entrances exclusively.
 - h. A deviation from ordinance to allow for all light poles to be a dark bronze color rather than black.
- 8. A reduction in the minimum required landscaping of the site from 20% to 15%.
- 9. A reduction to the minimum required vegetative plant coverage amounts. Ostensibly the reduction is from 75% to 50% coverage in specific areas called out in the Development Agreement. Notably the reduction would apply to landscaping within the Land Use Buffer adjacent to 300 East, however in some areas, such as within the detention pond, it appears to be reduced to 0% coverage. As the detention pond area would be dedicated to the city under the agreement, city staff supports removal of vegetative coverage requirements in that specific area.
- 10. A significant reduction of trees located within Land Use Buffers between the commercial development and the adjacent residential properties. Staff notes that there are no trees shown in the specific Land Use Buffer areas located north of the junior anchor tenant building or north of the anchor tenant building.
- 11. A slight reduction in the number of required street trees along 150 East, Bangerter Highway, and 13800 South (approximately between 5 and 7 trees). However, the number of street trees to be provided along 300 East would be more than double the required amount.
- 12. A deviation from the minimum size required for non-evergreen perennial plants and ornamental grasses at the time of installation from a 2-gallon size to a 1-gallon size.
- 13. A deviation from the design and amount of parking lot landscaping. Landscaping between rows of head-to-head parking stalls would be eliminated as depicted on the Master Site Plan and Landscape Plan exhibits. The Development Agreement also includes an overall reduction from the minimum required 7% landscaping within the parking lot area to 5%.
- 14. Approval of a parking deviation to increase the number of parking stalls on the site above the maximum amount permitted utilizing the natural deviation criteria in ordinance. Parking is proposed at a maximum 4.75 stalls per 1,000 sq ft. It is unclear in the text of the proposed Development Agreement if that is for all uses on site, or just for the anchor tenant. DCMC Section 9-25-100 Table 9-25-1 requires 2.5 stalls per 1,000 sq ft for retail uses, and 8 or 10 stalls per 1,000 sq ft for restaurants depending on the type of restaurant.
- 15. A prohibition on the use of the 300 East access by delivery trucks, semi-trailers, and construction vehicles.
- 16. Restriction of the following uses from locating within the commercial center: Carwash, Oil Change (not a specific listed use within city ordinance), Automobile repair.

17. Potential modifications to the routine processing of Subdivision Applications and associated Subdivision requirements. The language included in the Development Agreement is generally superfluous to existing city ordinance and State codes governing subdivisions, but the language as written may run contrary to State code regarding the desired delay by the Master Developer in the installation of and bonding for required improvements.

In reviewing the Development Agreement proposal, city staff has identified significant concerns and changes they would like to see be made to the Development Agreement. While some of the changes staff has identified are only minor fixes to clarify intent, maintain consistent use of terminology, and address grammatical or typographical issues, some more substantive concerns and desired changes remain. These particular comments and concerns are detailed in the redlines included on the proposed Development Agreement attached as Exhibit G of this report, and are also summarized in Exhibit A of this report.

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.**

REVIEWS

Planning Division Review. The Draper City Planning Division has completed their review of the Development Agreement 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 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 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 submission. 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 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 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, hear from the applicant, receive public comment, and make a recommendation to the City Council based on the findings and criteria for approval, or denial, as listed within the staff report.

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 all noted concerns and changes identified by city staff as outlined in the staff report including but not limited to those included with Exhibits A and G of the staff report, be addressed and be included in the Development Agreement that is approved by the City Council.

MODEL MOTIONS

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Bangerter Crossroads Development Agreement as requested by Duaine Rasmussen, representing Tom Lloyd and Lloyd's TLC Limited, application 2025-0304-DA, based on the findings for approval listed in the Staff Report dated March 19, 2026.

Findings for Approval:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).

Sample Motion for Modified Approval – I move that we forward a positive recommendation to the City Council for the Bangerter Crossroads Development Agreement as requested by Duaine Rasmussen, representing Tom Lloyd and Lloyd's TLC Limited, application 2025-0304-DA, based on the findings for approval listed in the Staff Report dated March 19, 2026, together with the following additional recommendations or modified findings:

1. That all noted concerns and changes identified by city staff as outlined in the staff report be addressed and be included in the Development Agreement that is approved by the City Council.
2. (List any additional recommendations...)
3. (List any modified findings...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Bangerter Crossroads Development Agreement as requested by Duaine Rasmussen, representing Tom Lloyd and Lloyd's TLC Limited, application 2025-0304-DA, based on the findings for denial listed in the Staff Report dated March 19, 2026.

Findings for Denial:

1. The Development Agreement does not comply with all required elements of DCMC Section 9-5-200(C) or (D).
2. The Development Agreement as proposed is not in the best interest of the city.

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.

Brien Maxfield

Digitally signed by Brien Maxfield
DN: C=US, E=brien.maxfield@draperutah.gov,
O=Draper, OU=Public Works - Engineering,
CN=Brien Maxfield
Date: 2026.03.23 09:21:06-06'00'

Draper City Public Works Department

Don Buckley

Digitally signed by Don Buckley
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E=don.buckley@draper.ut.us, O=Draper
City Fire Department, OU=Fire Marshal,
CN=Don Buckley
Date: 2026.03.19 14:16:24-06'00'

Draper City Fire Department

Matthew Symes

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E=matt.symes@draperutah.gov,
O=Draper City Corp., CN=Matthew Symes
Date: 2026.03.19 11:40:33-06'00'

Draper City Building Division

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: 2026.03.20 16:23:34-06'00'

Draper City Planning Division

Draper City Legal Counsel

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 compiled all city review redlines onto a copy of the Development Agreement, and has provided the applicant with a copy of these redlined comments and needed changes to the Development Agreement. These include:
 - A. A full revision of subsection 2.14 regarding cross-access with the adjacent commercial property is needed. The section should be amended to address and include the following:
 - I. Compliance by the Master Developer with the cross-access requirements currently included in the zoning ordinance (City's Vested Laws), including dedication of reciprocal cross-access easements for use of the adjacent commercial property landowner across the access drive aisles shown on the Master Site Plan for access to adjacent public streets, in particular 13800 South. This section should reflect the current status of negotiations on cross access with the adjacent property owner.
 - B. The amount of lawn or turf is not limited within the Development agreement to no more than 20% of the gross landscaped area or restricted from being less than 8 feet in width. Approval of the Development Agreement as proposed could result in the city being out of compliance with the State of Utah Division of Water Quality and Jordan Valley Conservancy District rules and regulations and expose the city and its residents to significant financial impacts. Provisions specifying that the Master Developer will comply with the existing limitations within the ordinance for the use of turf and lawn need to be added to the agreement before it is presented to the City Council for a decision.
 - C. Consistent use of terminology within the text and exhibits within the Development Agreement. The outparcel buildings are identified as pad buildings on the exhibits and as out pad buildings in some sections of the text of the Development Agreement. Exhibit L – Land Use Buffer Plan lacks a legend and sufficient details to determine what if anything is being proposed as a buffer between proposed commercial center and the adjacent residential areas other than fencing. The plan also does not include all of the area adjacent to residence next adjacent to

the drive aisle connection to 13800 South.

- D. The site layout of Exhibit N is not consistent with the site layout depicted in Exhibit B – Master Site Plan.
- E. The site layout of Exhibit D is not consistent with the site layout depicted in Exhibit B – Master Site Plan.
- F. The photometric plan in Exhibit D includes illumination readings along the site property boundaries adjacent to residential properties that significantly exceed what typically would be allowed.
- G. The photometric plan in Exhibit D includes illumination readings spaced approximately 15-feet apart rather than 5-feet apart as required in ordinance. Many illumination readings are missing along the property boundary fronting 150 East and Bangerter Highway as well as within the detention basin area.
- H. The proposed illumination amount of 60 fc for the area under the fuel canopy is two to three times above the minimum amount considered needed for safety by the lighting industry.
- I. Pedestrian sidewalks within the development are only 5-feet wide and will require wheel stops be installed in adjacent parking stalls to prevent cars from overhanging into the required pedestrian path. Widening of the sidewalks to 7-feet would eliminate the need for wheel stops.
- J. Pedestrian access to the public sidewalk from the Outparcel B building has not been included on the submitted Master Site Plan.
- K. The text of the development agreement desires that all building setbacks be per the setbacks included on the Master Site Plan, however there are no dimensioned setbacks included on the Master Site Plan.
- L. Building height limitations previously discussed with staff and the public and included in initial version of the Development agreement have been removed from the current draft.
- M. No provisions were included regarding what would happen if the UDOT property was ultimately not acquired and added to the project.
- N. Proposed subdivision processing language appears to be superfluous to existing City and State codes regulating subdivisions. Staff is concerned with language requesting that review, approval and bonding for all required subdivision improvements be delayed and included with the site plan. The included language may run contrary to some aspects of State Code. Also, the Master Developer could accomplish the same or sufficient intended results without a subdivision application through an application for a simple boundary adjustment.
- O. The proposed text includes many statements or requests for “city findings” that ask the city to make findings absent submitted studies, reports, or evidence that would typically be required for such findings, or are factually inaccurate. These should all be removed from the document.

Engineering and Public Works Divisions Review.

1. In subsection 1.2.35 include the agreement number as A-25-195. Add applicable references to this agreement and its number throughout the Development Agreement document.
2. Include reference to the Land Disturbance Permit in Subsection 2.3.4
3. In Subsection 2.7.8 identify the exhibit where shown.
4. There is no reason for Subsection 2.7.10 to be in the Development Agreement. (Remove it and renumber subsequent Subsections)
5. In Subsection 2.7.11, include park strip maintenance within all public street frontages is the obligation of the Master Developer, or leave it to reference city code.
6. No trigger for conveyance of the detention basin to the city is included in Subsection 2.8.2
7. Add language to the agreement in Subsection 2.8.2 that the landscaping and maintenance of the detention pond will not impact the operational integrity and purpose of the basin.
8. Detention basin landscaping is required to be maintained by the Master Developers.
9. Remove sections that conflict with other sections.
10. References are missing from Subsection 2.10.3.
11. Remove sentence from Subsection 2.10.4 that indicates that the city finds the applicant's proposed sign serves traffic management and neighborhood protection functions.
12. Remove Subsection 2.11.2 as it is an engineering standard that can be designed reviews and approved through the site plan process.
13. Remove Subsection 2.11.3. Emergency services do not need to have their authority outlined in the DA.
14. Remove Subsection 2.11.5. This restates city authority to regulation traffic and pedestrian devices and has no bearing on the DA or the development.
15. Delete everything but the first paragraph of Subsection 2.13.1.
16. Update Subsection 2.14 regarding cross-access to follow Exhibit B and current city code requirements.
17. Provide a UDOT Expansion area exhibit and reference it in Subsection 2.15.
18. See redlines on D.A., some comments have been included with Planning comments above.

Building Division Review.

1. No additional comments provided.

Fire Division Review.

1. No additional comments provided.

GIS Division Review.

1. Need to submit unabbreviated legal descriptions.

Legal Division Review.

1. No additional comments provided.

EXHIBIT B LEGAL DESCRIPTIONS

PARCEL 1:

Commencing at the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said Center of section lies South, a distance of 8.94 feet and east, a distance of 00.19 feet from an existing street monument in the intersection of 300 East and 13800 South Streets and running thence North 00°00'56" West along the North-South Center Quarter line, a distance of 165.00 feet; thence South 89°57'04" West a distance of 338.00 feet to the point of beginning for this description; thence South 89°57'04" West a distance of 35.55 feet; thence South 00°14'30" East a distance of 31.26 feet; thence South 89°45'30" West a distance of 85.17 feet; thence North 00°14'30" West a distance of 30.00 feet; thence North 89°45'30" East a distance of 00.55 feet; thence North 00°02'56" West 84.04 feet; thence South 89°57'04" West 363.20 feet to the sideline of 150 East Street (95.81 feet wide); thence along the sideline of said street the following four courses: (1) along a curve to the left, with a radius of 704.07 feet, the center of which bears South 76°30'36" West, through a central angle of 03°21'47", an arc distance of 41.33 feet; (2) North 16°51'11" West 237.55 feet; (3) along a curve to the right, with a radius of 608.26 feet, through a central angle of 16°50'35", an arc distance of 178.81 feet; (4) North 00°00'36" West 565.38 feet to the sideline of Bangerter Highway; thence along said sideline the following two courses: (1) North 52°52'24" East 41.53 feet; (2) North 89°35'15" East 377.15 feet; thence South 20°14'09" East 481.44 feet, to a point 832.00 feet North 00°02'56" West and South 89°57'04" West 350.00 feet of the Center of said Section 6; thence South 04°17'07" East, 162.44 feet to a point South 89°57'04" West 338 feet and North 00°02'56" West 670.00 feet of the Center of said Section 6; thence South 00°02'56" East 505.00 feet to the point of beginning.

PARCEL 2:

Commencing at the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said Center of Section lies South, a distance of 8.94 feet and East, a distance of 0.19 feet from an existing street monument in the intersection of 300 East and 13800 South Streets and running thence North 00°02'56" West, along the north-south Center Quarter line, a distance of 165.00 feet to the point of beginning for this description; thence South 89°57'04" West, a distance of 338.00 feet; thence North 00°02'56" West, a distance of 310.00 feet; North 89°57'04" East, a distance of 338.00 feet, to the north-south Center Quarter line of said Section; thence South 00°02'56" East, along the north-south Center Quarter line, a distance of 310.00 feet to the point of beginning.

LESS AND EXCLUDING therefrom, any portion lying within the bounds of 300 East Street.

ALSO, LESS AND EXCLUDING therefrom, that portion conveyed to Draper City by Dedication and Acceptance, being recorded March 13, 2012 as Entry No. 11349362 in Book 9999 at Page 549 of Official Records, being described as follows:

Commencing at the North Quarter Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°22'01" West 2456.22 feet along Quarter Section line; thence North 89°37'59" West 24.75 feet to the point of beginning; thence continuing North 89°37'59" West 9.26 feet; thence North 00°22'01" East 310.10 feet; thence South 89°37'59" East 9.26 feet; thence South 00°22'01" West 310.10 feet to the point of beginning.

PARCEL 3:

Beginning at a point South 00°22'01" West 1951.22 feet and North 89°37'59" West 34.01 feet more or less from the North Quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°22'01" East 81 feet; thence North 89°37'59" West 309.99 Feet more or less; Southeasterly 81 feet more or less; thence South 89°37'59" East 303.99 feet more or less to the point of beginning.

PARCEL 4:

Beginning at a point 532 feet North from the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence North 72 feet; thence West 150 feet; thence South 72 feet; thence East 150 feet to the point of beginning.

LESS AND EXCLUDING therefrom, any portion lying within the bounds of 300 East Street.

ALSO, LESS AND EXCLUDING therefrom, that portion conveyed to Draper City by that certain Deed of Dedication and Acceptance, being recorded April 25, 2012 as Entry No. 11377608 in Book 10011 at Page 5239 of Official Records, being described as follows:

Commencing at the North Quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°22'01" West 2089.22 feet along the quarter section line; thence North 89°37'59" West 24.75 feet to the point of beginning; thence continuing North 89°37'59" West 9.26 feet; thence North 00°22'01" East 72.00 feet; thence South 89°37'59" East 9.26 feet; thence South 00°22'01" West 72.00 feet to the point of beginning.

PARCEL 5:

Beginning North 670 feet and West 338 feet from the center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence South 195 feet; thence East 338 feet; thence North 57 feet; thence West 150 feet; thence North 72 feet; thence East 150 feet; thence North 66 feet; thence West 338 feet to the point of beginning.

LESS AND EXCLUDING any portion lying within the bounds of 300 East Street.

ALSO, LESS AND EXCLUDING therefrom, the following two (2) tracts conveyed to Draper City by that certain Deed of Dedication and Acceptance, being recorded April 25, 2012 as Entry No. 11377609 in Book 10011 at Page 5242 of Official Records, being described as follows:

TRACT 1:

Commencing at the North quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°22'01" West 2089.22 feet along the quarter section line; thence North 89°37'59" West 24.75 feet to the point of beginning; thence South 00°22'01" West 57.00 feet; thence North 89°37'59" West 9.26 feet; thence North 00°22'01" East 57.00 feet; thence South 89°37'59" East 9.26 feet to the point of beginning.

TRACT 2:

Commencing at the North quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°22'01" West 1951.22 feet along the quarter section line; thence North 89°37'59" West 24.75 feet to the point of beginning; thence South 00°22'01" West 66.00 feet; thence North 89°37'59" West 9.26 feet; thence North 00°22'01" East 66.00 feet; thence South 89°37'59" East 9.26 feet to the point of beginning.

PARCEL 6:

Beginning at a point South 1320.00 feet along the section line and West 523.21 feet from the North Quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian as described in that certain Boundary Line Agreement being recorded as Entry No. 10162778 in Book 9490 at Page 7531 of Official Records, and running thence S 20°14'48" E 26.33 feet; thence S 89°38'20" W 379.54 feet; thence S 52°55'17" W 41.51 feet; thence S 0°02'29" W 565.06 feet to a point of curvature with a 608.25 foot radius curve to the left; thence southerly 57.64 feet along the arc of said curve (Note: Chord to said curve bears S 02°40'25" E for a distance of 57.62 feet) to a point 60.00 feet perpendicularly distant easterly from the center line of Bangerter Highway; thence N 16°48'06" W 32.56 feet along a line parallel with said center line to a point of curvature with a 1044.25 foot radius curve to the left; thence northerly 217.52 feet along the arc of said curve and being concentric with said center line (Note: Chord to said curve bears N 22°46'09" W for a distance of 217.13 feet); thence N 63°44'54" E 67.53 feet; thence N 00°02'29" E 272.97 feet; thence N 60°07'49" W 64.45 feet to a point of curvature with a 498.03 foot radius, non-tangent curve to the left; thence northerly 119.46 feet along the arc of said curve (Note: Chord to said curve bears N 24°30'55" E for a distance of 119.17 feet) to a point in said Boundary Line Agreement and the easterly right of way line of 150 East Street; thence East 440.38 feet along said Boundary Line Agreement line to the point of beginning.

TOGETHER WITH AN INCLUDING, those portions conveyed by that certain Boundary Line Agreement, being recorded June 2, 2020 as Entry No. 13287479 in Book 10954 at Page 3287 of Official Records.

LESS AND EXCLUDING therefrom, that portion conveyed by that certain Boundary Line Agreement, being recorded June 2, 2020 as Entry No. 13287479 in Book 10954 at Page 3287 of Official Records.

PARCEL 7:

Commencing at the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said center of section lies South a distance of 8.94 feet and East a distance of 0.19 feet from an existing street monument in the intersection of 300 East and 13800 South Streets and running thence South 89°45'30" West along the east-west center quarter line a distance of 373.00 feet; thence North 00°14'30" West a distance of 40.52 feet to the sideline of 13800 South Street and the point of beginning for this description; thence South 89°33'08" West along said sideline, a distance of 85.17 feet; thence North 00°14'30" West a distance of 94.79 feet; thence North 89°45'30" East a distance of 85.17 feet; thence South 00°14'30" East a distance of 94.48 feet to the point of beginning.

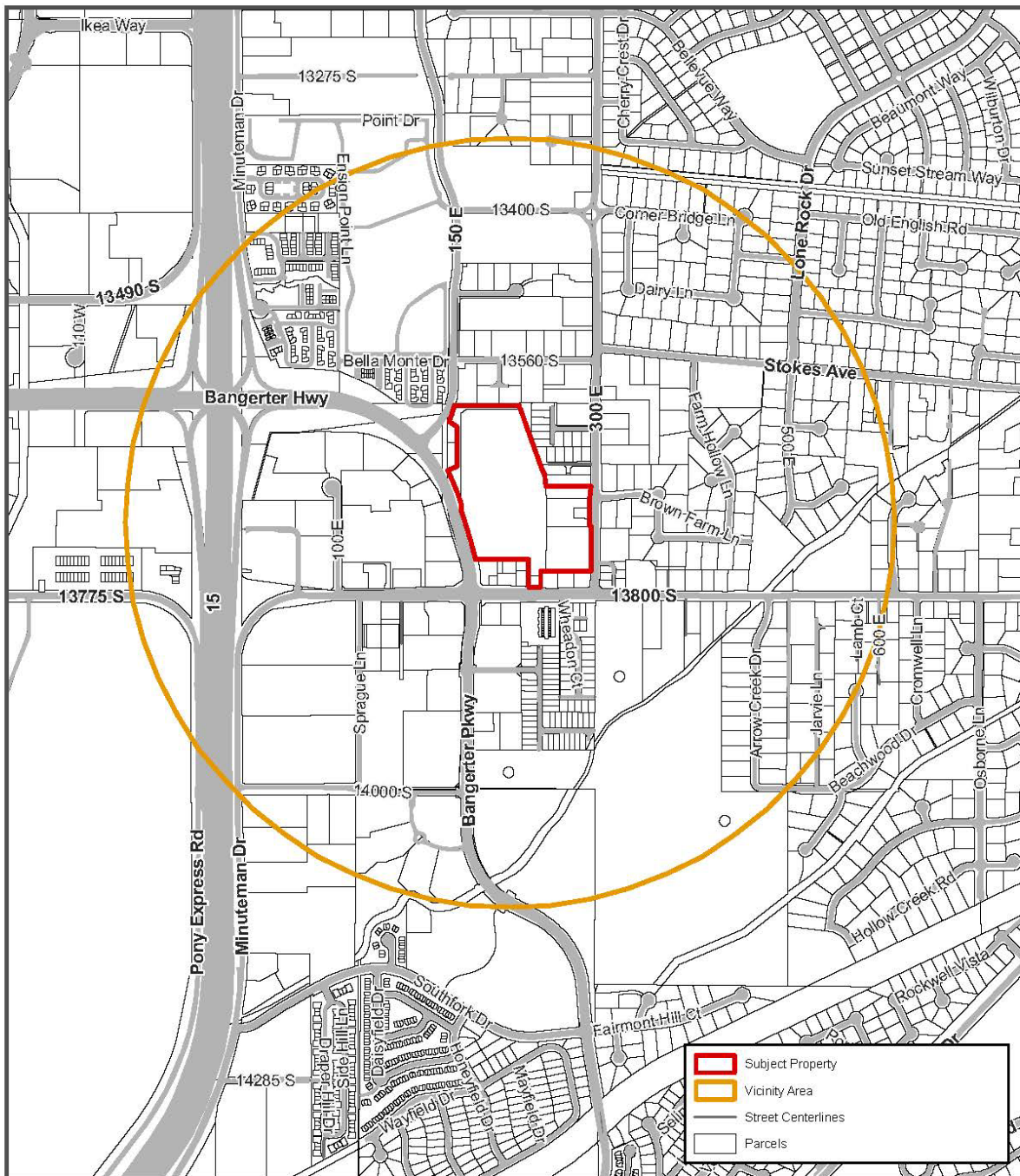
LESS AND EXCLUDING therefrom, that portion of land conveyed to Draper City by that certain Warranty Deed, being recorded December 13, 2016 as Entry No. 12432809 in Book 10510 at Page 3800 of official records. more particularly described as follows:

A parcel of land in fee for a roadway widening project known as Project No. F- 2044(10)0, being part of an entire tract of property, situate in the Southeast Quarter of the Northwest Quarter of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows:

Beginning at a point which is South 89°32'04" West 372.49 feet along a line between the

monument in the intersection of 13800 South Street and 300 East Street and the east witness corner to the West Quarter corner of said Section 6 and North $00^{\circ}27'56''$ West 33.00 feet from the monument in the intersection of 13800 south street and 300 east street (note: the true center of Section 6 bears South $01^{\circ}52'54''$ East 8.86 feet from said monument) which point also being 27.35 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 114+40.61, and running thence South $89^{\circ}33'08''$ West 85.68 feet to a point being 26.89 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 113+55.09; thence North $00^{\circ}27'42''$ West 24.12 feet to a point being 51.01 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 113+54.95; thence South $87^{\circ}20'08''$ East 85.71 feet to a point being 46.81 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 114+40.56; thence South $00^{\circ}44'47''$ East 19.47 feet to the point of beginning.

EXHIBIT C VICINITY MAP



Date Printed: 3/20/2026

Bangerter Crossroads Development

Approx. 13782 S. 300 E.

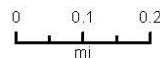


EXHIBIT D
AERIAL MAP



Date Printed: 3/20/2026

Bangerter Crossroads Development

Approx. 13782 S. 300 E.

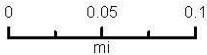
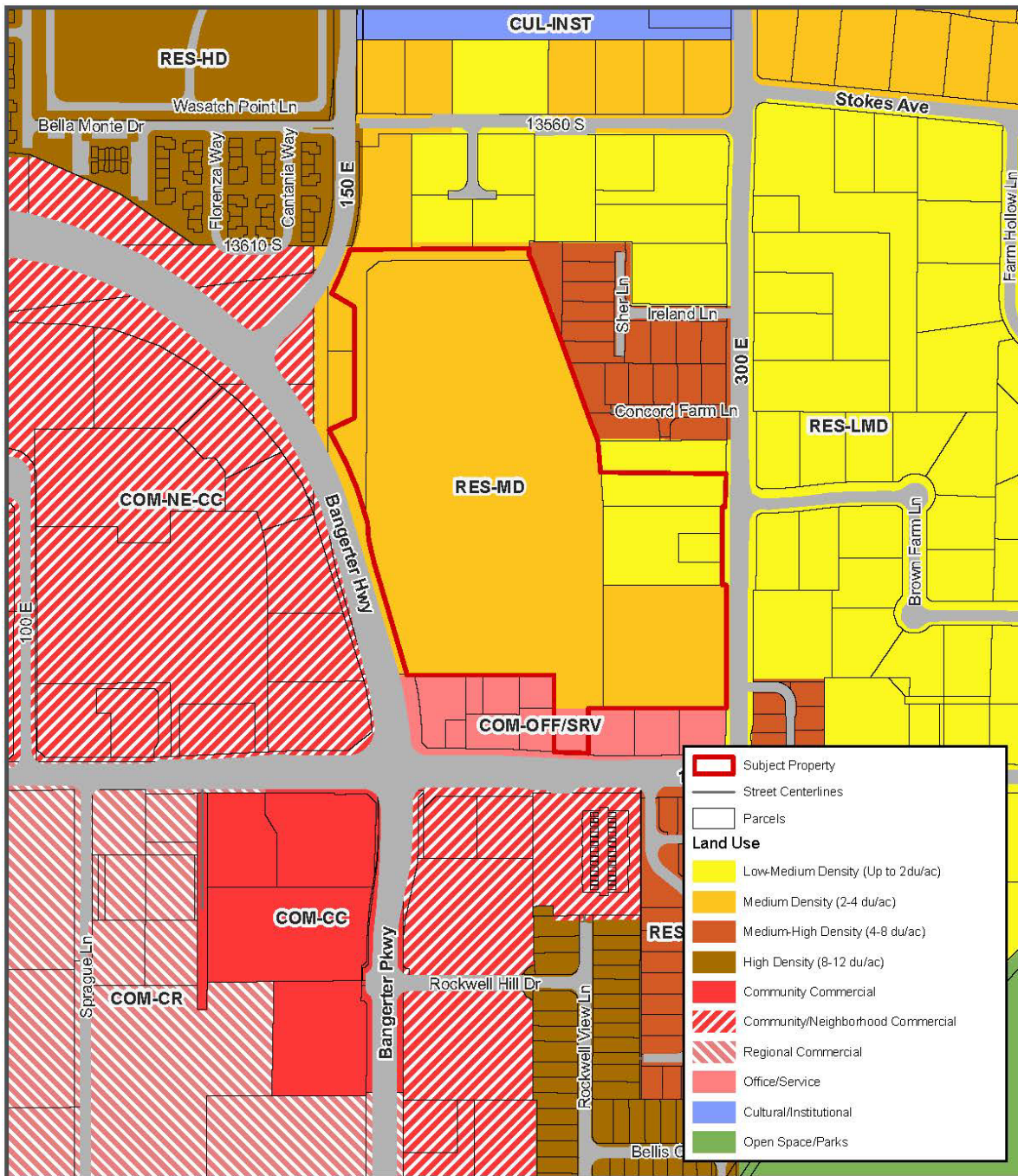


EXHIBIT E LAND USE MAP



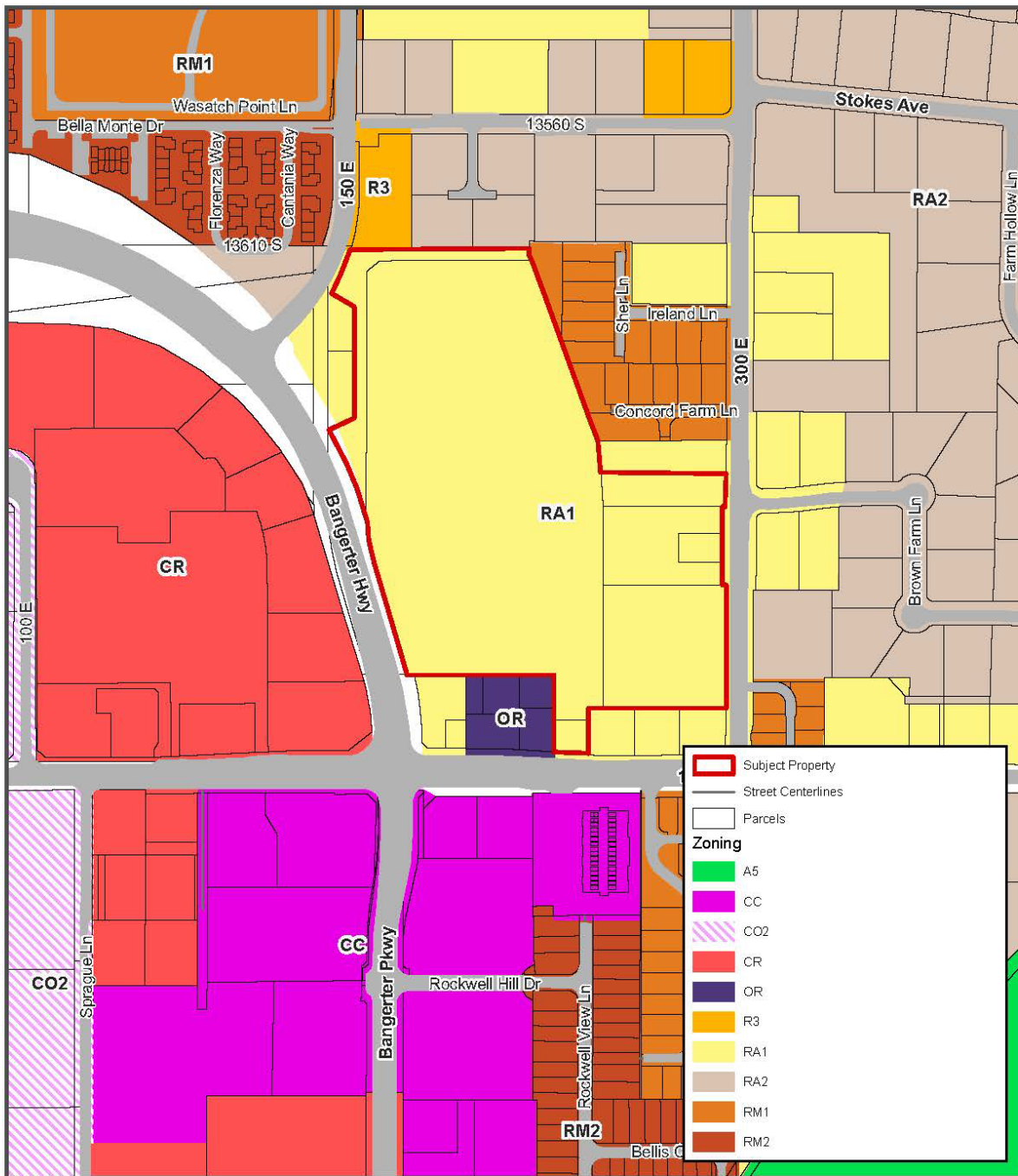
Date Printed: 3/20/2026

Bangerter Crossroads Development

Approx. 13782 S. 300 E.



EXHIBIT F ZONING MAP



Date Printed: 3/20/2026

Bangerter Crossroads Development

Approx. 13782 S. 300 E.



EXHIBIT G
DEVELOPMENT AGREEMENT

**MASTER DEVELOPMENT AGREEMENT
FOR
BANGERTER CROSSROADS**

~~March-April~~____, 2026

~~December 23, 2025~~March 17, 2026
Contract #

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WHEN RECORDED, RETURN TO:

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

**MASTER DEVELOPMENT AGREEMENT
FOR
BANGERTER CROSSROADS**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the **xx** day of ~~March~~April, 2026, by and between Draper City, a Utah municipality and party to MDALloyd's TLC Limited, a type of company, incorporated in the state of xxxxx, Utah limited partnership and Tom Lloyd, an individual (collectively, "Master Developer").

Commented [MB3R2]: Lloyd's TLC Limited?

RECITALS

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

B. Master Developer owns and is developing the Property.

Commented [MB5R4]: Lloyd's TLC Limited?

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Site 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 commercial center known as Bangerter Crossroads and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

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

~~December 23, 2025~~March 17, 2026
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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 December 16, 2025, the City conditionally zoned the Property to the Regional Commercial (CR) zoning designation, with final zoning to be effective on May 7, 2026 subject to this development agreement.MDA.

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” - “**DN**” 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. **300 East Screening Cross-Section** means the engineered drawing attached hereto as Exhibit “K”.

~~1.2.1.~~ **1.2.2. Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101, *et seq.*

~~1.2.2.~~ **1.2.3. Administrator** means the person designated by the City as the Administrator of this MDA.

Commented [TD6]: Elsewhere in the D. A. Exhibit K refers to a fencing plan.

1.2.4. **Anchor Building Elevation** means the architectural renderings/elevations and other related information attached hereto as Exhibit “E”.

~~1.2.3.~~1.2.5. **Applicant** means a person or entity submitting a Development Application.

~~1.2.4.~~1.2.6. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

~~1.2.5.~~1.2.7. **City** means Draper City, a Utah municipality.

~~1.2.6.~~1.2.8. **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.~~1.2.9. **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.~~1.2.10. **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.~~1.2.11. **Council** means the elected City Council of the City.

~~1.2.10.~~1.2.12. **Default** means a material breach of this MDA as specified herein.

~~1.2.11.~~1.2.13. **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~~1.2.14. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

~~1.2.13~~1.2.15. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Site Plan, or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Fence Cross-Section** means the drawings attached hereto as Exhibit “K”.

Commented [TD7]: See comment above regarding the definition of the 300 E Cross section. An Exhibit depicting a fencing plan or fencing cross section for other fencing within the development was not provided, but should be

~~1.2.14~~1.2.17. **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.

1.2.18. **Fuel Center Elevation** means the architectural renderings/elevations and other related information attached hereto as Exhibit “F”.

1.2.19. **Junior Anchor and Outparcel Building Elevations** means the architectural renderings/elevations and other related information attached hereto as Exhibit “G”.

Commented [TD8]: The Master Site Plan currently does not identify where or what is an outparcel building. Recommend the Master Site Plan be updated to identify the location of these.

1.2.20. **Land Use Buffer Plan** means the drawings attached hereto as Exhibit “L”

1.2.21. **Landscape Plan** means the conceptual layout for the Project, attached hereto as Exhibit “H”.

~~1.2.15~~1.2.22. **Master Developer** means party to MDA, collectively, Lloyd’s TLC Limited, a Utah limited partnership and Tom Lloyd, an individual, and its/their assignees or transferees as permitted by this MDA.

Commented [MB10R9]: Lloyd’s TLC Limited?

~~1.2.16~~1.2.23. **Master Site Plan** means the conceptual layout for the Project, attached hereto as Exhibit “B”.

1.2.24. **Master Sign Plan** means the signage plan for the Project, attached hereto as Exhibit "N".

Commented [JJ11]: JJ- the exhibit isn't consistent with the cross access shown in the site plan.

~~1.2.17.~~1.2.25. **MDA** means this Master Development Agreement including all of its Exhibits.

~~1.2.18.~~1.2.26. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

~~1.2.19.~~1.2.27. **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.

~~1.2.20.~~1.2.28. **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.

~~1.2.21.~~1.2.29. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.30. **Photometric Plan** means the drawing attached hereto as Exhibit "D".

Commented [JJ12]: JJ- the exhibit isn't consistent with the cross access shown in the site plan.

~~1.2.22.~~1.2.31. **Planning Commission** means the City's Planning Commission.

~~1.2.23.~~1.2.32. **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.

~~1.2.24.~~1.2.33. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

~~1.2.25~~1.2.34. **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.

1.2.35. **Reimbursement Agreement** means the Reimbursement Agreement dated on or about October 21, 2025, between the City and Lloyd's TLC Limited, adopted by the City Council pursuant to Resolution No. 25-53, relating to the construction of public improvements within the Project.

Commented [JJ13]: BM- Agreement # A-25-195

~~1.2.26~~1.2.36. **Site Plan** shall have the same meaning specified in Section 9-3-040 of the City's Vested Laws.

~~1.2.27~~1.2.37. **Site Plan Application** means the application to review and approve a site plan.

~~1.2.28~~1.2.38. **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.

~~1.2.29~~1.2.39. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

~~1.2.30~~1.2.40. **Subdivision Application** means the application to create a Subdivision.

~~1.2.31~~1.2.41. **Zoning** means the CR (Regional Commercial) ~~(CR)~~ zoning for the Property conditionally adopted by the City on December 16, 2025.

~~1.2.32~~1.2.42. **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.

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2. Development of the Project.

2.1. **Vested Laws.** Pursuant to and consistent with the Utah Municipal Land Use, Development, and Management Act (“LUDMA”), Utah Code Title 10 Chapter 20, the Parties acknowledge and agree that the land use regulations applicable to the Project shall be the City’s Vested Laws, except as expressly modified by this MDA or as otherwise required by State law. For purposes of clarity and memorialization, the City’s Vested Laws applicable to the Project include Title 9 (Zoning) and Title 17 (Subdivisions) of the Draper City Municipal Code, as adopted and in effect on the Effective Date. Such vested land use regulations are included herein and incorporated by reference as Exhibit “C”. Any amendments to Title 9 or 17 or any other City’s Vested Laws adopted after the Effective Date shall not apply to the Project unless expressly agreed to in writing by the Parties or required by applicable State law governing health and safety.

2.1.2.2. **Compliance with the Master Site 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 Site Plan and this MDA.

2.3. **Concurrent Review of Site Plan and Building Permit Applications; Section 9-5-090 Exception.**

2.3.1. **Purpose and Findings.** The Parties acknowledge that the Project includes a large-format anchor retail building and associated outparcel buildings requiring extensive architectural, structural, civil, and life-safety plan sets. The City Finds that allowing limited concurrent review of Site Plan and Building Permit applications,

Commented [MB15]: Add requirement for updated traffic study prior to site plan approval? A neighbor has undertaken a review of the current traffic studies and has identified, what he believes to be, deficiencies in the methodology.

Commented [JJ16R15]: BM- Traffic Impact Study update will be required with first development application – site plan.

while prohibiting issuance of any Building Permit prior to Site Plan approval, will improve efficiency and accommodate the Project schedule without reducing regulatory oversight or public safety.

2.3.2. Exception to Section 9-5-090; Concurrent Review Authorized.

Notwithstanding the sequencing requirements of Section 9-5-090 of the City's Vested Laws, the City Hereby authorizes the Building Department to accept, review, and process Building Permit applications concurrently with Site Plan review, subject to the conditions and limitations set forth in this Section.

2.3.3. Prerequisite — Site Plan Application Acceptance. As conditions precedent to submission of any Building Permit application under this Section, the following must occur for the applicable building or lot: (a) a full and complete Site Plan Application has been accepted by the City; (b) Planning Staff has completed its first round of Site Plan review and issued written review comments; and (c) the Applicant has submitted a revised Site Plan addressing such first-round Planning Staff comments, which revised Site Plan has been accepted by the City for continued review. No Building Permit application may be submitted prior to satisfaction of all prerequisites set forth in this Section.

2.3.4. No Issuance Prior to Site Plan Approval. Nothing in this Section authorizes the issuance of any Building Permit prior to formal Site Plan approval by the City for the applicable building or lot. The City shall not issue a Building Permit unless and until: (a) the Site Plan for the applicable building or lot has been approved; (b) all conditions of Site Plan approval applicable to the Building Permit have been satisfied;

and (c) the Building Permit application complies with all applicable codes and standards. A Land Disturbance Permit is required prior to commencement of construction.

2.3.5. Anchor Tenant and Outparcel Buildings. Upon satisfaction of the prerequisites set forth in Section 2.3.3, Building Permit applications for the anchor tenant building and any associated outparcel buildings may be submitted for concurrent review. Each Building Permit application shall be reviewed and issued only in connection with and subsequent to Site Plan approval for the corresponding building, lot or parcel.

2.3.6. Administrative Processing; No Vesting. City staff is authorized to accept and process Building Permit applications pursuant to this Section without additional legislative approval. Acceptance and review of a Building Permit application under this Section shall not vest any additional development rights beyond those already vested under this MDA, nor limit the City's discretion to impose reasonable conditions, require plan revisions, or deny the Building Permit application if it fails to comply with applicable requirements, provided that any such conditions, revisions, or denial shall be based on the City's Vested Laws as modified by this MDA.

2.3.7. Limitations. This concurrent review authorization applies solely to the Project and is based on its size and complexity. Any authorization to issue a Building Permit prior to Site Plan approval shall require a formal amendment to this MDA approved by City.

2.2. Building Setbacks. Perimeter Fencing Adjoining Residential Uses. Developer

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shall cause perimeter fencing to be installed along all boundaries of the Project adjoining any residential units. Such perimeter fencing will be (i) made of the following materials: [TBD]; [TBD]; (ii) at least [TBD] feet tall, and (ii) landscaped along the base of the fence as follows: [TBD].

2.3. **Building Heights.** No building within the Project will be taller than 35 feet above the average finish grade of the property grade as defined in the International Building Code.

Commented [MB20R19]: Agree

Commented [JJ21]: JJ- I recommend keeping a restriction on building height in the DA. The current language states that any substantial increase or decrease from what is shown in the concepts will require an amendment to the DA. It should provide a max height.

2.4. Notwithstanding any minimum setback, yard, build-to, or separation requirements of the City's Vested Laws, the City hereby approves building setbacks for the Project as shown on the Master Site Plan. The setbacks depicted on the Master Site Plan are approved as alternative compliance with applicable setback standards and are deemed to satisfy the intent of the City's zoning and development regulations for the Project. City staff is authorized to review and approve Development Applications, including Site Plans and building permits, that are substantially consistent with the setbacks shown on the Master Site Plan, without requiring a variance or additional legislative approval. The Administrator may approve minor adjustments to the approved setbacks during Site Plan review, provided such adjustments: (a) do not increase impacts to adjacent residential properties; (b) remain consistent with the Master Site Plan and overall site circulation; and (c) do not materially alter the perimeter setbacks shown on the Master Site Plan. Any material deviation from the setbacks shown on the Master Site Plan shall require a formal amendment to this MDA approved by City.

Commented [TD22]: There are no dimensioned setbacks on the Master Site Plan.

Also, setbacks in the CR zone are primarily addressed through the Landscape ordinance, so most of what is included in this section is completely unnecessary.

2.5. **(Title 9-20 Outdoor Lighting) - Council-Approved Code Exceptions.** The

Photometric Plan applies to the Project and prevails over anything herein or in the City's Vested Laws to the contrary. Subject to the foregoing, the following provisions apply:

Commented [TD23]: The photometric plan layout does not follow that of the Master Site Plan. This is an issue.

2.5.1. General Compliance; Photometric Plans. Except as expressly modified herein, lighting within the Project shall comply with the City's Vested Laws, including Title 9-20 Outdoor Lighting. A site-specific photometric plan and fixture cut sheets shall be submitted with each Site Plan Application demonstrating compliance with this MDA and applicable safety standards.

2.5.2. Main Parking Lot Pole Height Exception. Notwithstanding any maximum fixture-height limitation in Title 9-20, the City hereby authorizes fixture heights up to thirty-two and one-half (32.5) feet within the Main Parking Lot. This authorization is intended to allow the installation of thirty (30) foot dark bronze light poles mounted on two and one-half (2.5) foot concrete pole bases, as generally depicted on the approved Site Plan and photometric plan.

Commented [CD24]: This term is not defined.

2.5.3. Building Wall Pack Lighting Height. Building-mounted wall pack lighting is authorized and may be installed at a mounting/fixture height of up to fifteen (15) feet above finished floor for each building, as depicted on the applicable site-specific photometric plan and fixture schedule.

Commented [TD25]: The height measurement should be to something on the exterior, not the interior of the building. Recommend using the finish grade next to the building.

2.5.4. Perimeter Pole Height Exception (Residential/Property Line Areas). Perimeter site lighting along or near property lines, including areas adjacent to residential units, may utilize twenty (20) foot light poles mounted on two and one-half (2.5) foot concrete pole bases, for a maximum fixture height of twenty-two and one-half (22.5) feet, notwithstanding Title 9-20. All such perimeter fixtures shall be

fully shielded, directed downward, and designed and installed to minimize glare and spillover onto adjacent residential property.

2.5.5. Fuel Canopy Lighting; Maximum Illuminance. Fuel canopy lighting is authorized at a maximum fixture height of fifteen (15) feet. The City further approves a maximum illuminance under the fuel canopy of less than sixty (60) foot-candles (measured as maintained horizontal illuminance at grade), as demonstrated on the applicable photometric plan.

Commented [TD26]: This is unusually high.

Commented [TD27]: Define this. Recommend removing it and just utilizing what is in the existing code.

2.5.6. Pole Quantity / Pole Density Exception. Notwithstanding any limitation in Title 9-20 regarding the number, spacing, or density of parking lot light poles, the City approves the proposed lighting distribution for the Project, including up to ninety-one (91) total parking lot poles within the approximately 785,346 square foot site area (approximately one (1) pole per 8,631 square feet), as shown on the site-specific photometric plan.

2.4. **Performance Standard at Residential Edges, Master Building Setbacks, [TBD].**

Commented [CD28]: JJ- Staff recommends no more than 0.2 foot candles at property line adjacent to residential property. Lights should be angled down and fully shielded to prevent light pollution.

Commented [TD30]: The approved agreement can't approve things that haven't yet been determined.

Commented [MB32R31]: Agree

2.5.2.5.7. Site Lighting. Lighting within the Project will be according to the requirement of the City's Vested Laws, except as follows: [TBD]. Developer acknowledges that lighting located near residential units will be required to include adequate shielding and orientation to minimize negative impact upon the residential units. As part of Site Plan approval, the City may require reasonable adjustments to fixture aiming, shielding, wattage/lumen output, or pole placement to address demonstrated light trespass or glare impacts on adjacent residential properties, provided such adjustments: (a) do not eliminate the height and density exceptions

expressly approved in Sections 2.5.2 through 2.5.6; (b) do not reduce overall site illumination below levels **required for safety and security**; and (c) are based on photometric analysis demonstrating specific impacts requiring mitigation. The City may not require adjustments **to operating hours** except as necessary to comply with applicable law.

Commented [TD33]: What this means would need to be defined. Industry based standards set "safety" illumination levels for fueling areas between 20 and 30 foot candles.

Commented [TD34]: This is fairly ambiguous and I don't know exactly what is meant by it.
The submitted photometric analysis did not address both operational hours and after hours lighting for the site.

2.5.8. **Non-Expansion of Exception.** The exceptions in this Section apply only to the Project and only as depicted and supported by the approved **photometric plans**. Any request to exceed the maximum fixture heights, pole quantities, or canopy illuminance specified herein shall require a formal amendment to this MDA approved by the City.

Commented [TD35]: There was only one plan submitted. But an after-hours plan should be submitted.

2.6. Building Design Standards; Section 9-22-040-Council-Approved Exceptions.

2.6.1. **Purpose and Applicability.** The parties acknowledge that the Project is intended to function as a unified regional commercial center consisting of a large-format anchor building, junior anchor buildings, ~~outpad~~**outparcel** buildings, and a fuel center, each with building-specific elevations. The City finds that the building design standards and exceptions set forth in this Section are appropriate for the scale, function, and phased tenant development of the Project and are consistent with the intent of the Zoning Ordinance and the Master Site Plan. The building elevations for **the anchor building** and the fuel center shown in the Anchor Building Elevation and Fuel Center Elevation, respectively, are approved. The **Junior Anchor and Outparcel Building Elevations** are provided as design guidelines intended to establish the architectural character and design framework for future buildings within

Commented [JJ36]: JJ- recommend staying consistent on terminology. I have made the change throughout.

Commented [TD37R36]: The same terminology needs to extend to the Master Site Plan and other Exhibits also.

Commented [TD38]: Out parcel – keep terms consistent.

Commented [TD39]: FYI. Elevation drawings for the East and North sides were not included in the Anchor Building Elevation Exhibit.

the Project. The standards and exceptions set forth in this Section shall apply to all buildings within the Project, including the anchor building, junior anchor buildings, ~~outpad~~outparcel buildings, and the fuel center.

2.6.2. Primary and Secondary Building Materials Exception. Notwithstanding the requirements of Section 9-22-040 of the City's Vested Laws requiring the use of multiple primary building materials on building elevations, City approves the use of concrete masonry units (CMU) as a predominant wall material on building elevations within the Project, including on junior anchor and ~~outpad~~outparcel buildings, provided the CMU is integrally colored or otherwise architecturally finished, including split-face, burnished, scored, or similar treatments. Standard unfinished gray CMU is prohibited. Secondary building materials may be limited to select accent areas and are not required to be applied continuously on all elevations.

Commented [TD40]: I don't think this needs to be stated as there isn't a requirement that secondary materials be applied "continuously" on all sides.

2.6.3. Elevation Articulation and Accent Materials. Notwithstanding the requirement for continuous secondary materials on all anchor building elevations, City approves the use of limited secondary material accent panels where architecturally appropriate. Specifically, a secondary material accent panel located at the northeast corner of the anchor building, visible from 300 East, is approved as satisfying the intent of the City's design standards for visual interest and architectural articulation along public streets, as depicted on the approved Building Elevations. For junior anchor and ~~outpad~~outparcel buildings, elevation articulation may be achieved through parapets, changes in plane, material variation, scoring, reveals, canopies, awnings, or other architectural elements consistent with the minimum standards set

Commented [TD41]: See prior comment

forth in Table 2.6-A (Minimum Design Standards — Junior Anchor and ~~Outpad~~~~outparcel~~ Buildings), which is incorporated herein by this reference.

Table 2.6-A
Minimum Design Standards — Junior Anchor and ~~Outpad~~~~Outparcel~~ Buildings

Design Element	Minimum Standard
Primary Wall Materials	Architecturally finished CMU permitted as a primary material ; unfinished gray CMU prohibited; Composite Fiber cement accent panels.
Secondary Materials	Limited accent materials permitted; continuous wrap not required
Public-Facing Elevations	Enhanced architectural treatment required
Non-Public-Facing Elevations	Simplified treatment permitted using durable materials
Rooflines	Flat roofs with parapets permitted
Entrances	Architecturally defined primary entrances required
Fenestration	May be limited based on tenant use
Mechanical Screening	Required from public rights-of-way
Architectural Consistency	Compatible in quality and scale with the anchor building

- Commented [TD42]:** It already is a listed primary material.
- Commented [TD43]:** This material is also included as a listed primary material in the ordinance.
- Commented [TD44]:** See prior comments. I don't know where this mysterious "continuous wrap" requirement is coming from.
- Commented [TD46]:** Define what enhanced means.
- Commented [TD45]:** Define what public facing means.
- Commented [TD47]:** Define what simplified means. Or just get rid of this and the previous row in the table— they really don't mean anything in the context of the other text within the agreement.

2.6.4. **Commercial Amenities.** Pursuant to Section 9-22-050(C) of the City's Vested Laws, commercial developments exceeding twenty thousand (20,000) square feet are required to provide outdoor amenities intended to enhance pedestrian activity and customer gathering opportunities. The Anchor building within the Project is proposed at approximately ninety-nine thousand nine hundred seventy-one (99,971) square feet and would otherwise be subject to multiple amenity requirements under the City's Vested Laws. City finds that the outdoor seating area proposed in association with the Anchor tenant provides a centrally located gathering area intended for customer use and satisfies the purpose and intent of the commercial amenity requirements of Section 9-22-050(C) of the City's Vested Laws. City further finds that additional

outdoor seating areas and similar pedestrian-oriented amenities are anticipated throughout the Project, including those associated with future food and restaurant uses within the shopping center. Accordingly, City determines that the outdoor seating areas provided within the Project, including those associated with the Anchor tenant, satisfy the commercial amenity requirements of Section 9-22-050(C) of the City's Vested Laws.

2.6.5. Building Elevation Approval and Implementation; Visibility from Public Rights-of-Way; Exhibit References; Scope of Approval. Building elevations visible from public rights-of-way, including 300 East, shall incorporate enhanced architectural treatment and materials appropriate to the building's use and scale. The Parties acknowledge that the anchor building will generally not be visible from 300 East due to intervening site features and screening, except for the northeasterly corner of the building. Accordingly, the enhanced architectural treatment visible from 300 East shall be limited to that portion of the anchor building as depicted on the approved building elevations. Side and rear elevations not oriented toward public rights-of-way may utilize simplified architectural treatment consistent with large-format and service-oriented commercial development, provided such elevations are constructed of durable, non-reflective materials. Fuel center buildings, canopies, and accessory structures may utilize architectural forms customary to modern fuel facilities, subject to compliance with this Section and the approved exhibits. The

design standard exceptions approved by this Section apply to the anchor building elevations depicted on **Exhibit E (Anchor Building Elevation)** and the associated fuel center elevations depicted on **Exhibit F (Fuel Center Elevation)**. Construction of the anchor building and fuel center shall be generally consistent with the approved elevations, subject to minor refinements during final construction documentation that do not materially alter the architectural character, materials, or design intent depicted in the approved exhibits. Final color architectural elevations for junior anchor and ~~outpad~~outparcel buildings shall be substantially consistent with the design elevation concepts incorporated herein by reference as **Exhibit G (Junior Anchor and ~~Outpad~~Outparcel Building Elevation Design Concept)**. City staff is authorized to approve development applications that are substantially consistent with the applicable Exhibit(s) and this Section without requiring additional legislative approval.

2.6.6. Minor Modifications. The Administrator may approve minor modifications to building materials, colors, detailing, or architectural features during Site Plan or Building Permit review, provided such modifications:

- (a) do not materially alter the overall architectural character approved by this Section or the applicable Exhibit(s);
- (b) maintain enhanced treatment on elevations visible from public rights-of-way; and
- (c) do not introduce unfinished, untreated, or temporary materials on any building elevation.

2.6.7. Limitations; Definition of Material Change. Any material change to the

building design standards approved by this Section shall require a formal amendment to this MDA approved by City. For purposes of this Section, a “material change” shall mean any change that results in one or more of the following: (a) a substantial increase or decrease in overall building height or gross building massing beyond what is depicted in the applicable Exhibit(s) or permitted by the Design Guidelines; (b) elimination of required enhanced architectural treatment on elevations visible from public rights-of-way, including 300 East; (c) substitution of architecturally finished materials with unfinished, untreated, or temporary materials; (d) removal or significant reduction of required parapets, canopies, or screening elements that materially affect the building’s appearance or the visibility of mechanical equipment or materials from a public right-of-way; or (e) deviation from the minimum standards set forth in Table 2.5-A.

The following shall not be considered a material change and may be approved administratively, provided such changes remain substantially consistent with this Section, the applicable Exhibit(s), and the Design Guidelines: (f) adjustments to colors within the approved color palette; (g) changes in secondary or accent materials that do not materially diminish architectural quality on public-facing elevations; (h) minor adjustments in the arrangement or treatment of building openings, including windows, doors, or storefront glazing, driven by tenant layout, tenant branding, or operational requirements; (i) routine tenant-specific architectural features or branding elements that comply with the Design Guidelines; or (j) modifications required to satisfy Building Code, Fire Code, or similar life-safety

requirements.

2.7. Site Design and Screening; Section 9-22-050-Council-Approved Alternative Compliance.

2.7.1. **Purpose and Findings.** The Parties acknowledge that the Project includes outdoor storage areas, outdoor sales areas, and a three (3) bay truck loading dock located at the rear of the anchor tenant building. The City finds that the site design, buffering, screening, and outdoor sales approach described in this Section provides equivalent or superior mitigation of visual impacts when compared to strict compliance with Section 9-22-050 of the City's Vested Laws and is consistent with the intent of the City's site design standards.

Commented [TD48]: It didn't appear that any outdoor sales areas were identified at the rear of the building. Recommend the outdoor sales area locations be included as be a separate sentence in this section and be identified on the Master Site Plan also. Could this be intended to refer instead to the online pickup parking area?

Commented [TD49]: Notably missing is any discussion about trash collection and enclosures

Commented [TD50]: I'd recommend not including any claims that the proposed site buffering is superior to strict compliance. Explaining how a 5' wide landscaped area with an 8' tall fence without any trees is superior screening to a 10' wide landscaped area with an 8' tall fence and 16 trees would be a tough argument to back up. Equivalent is sufficient here.

2.7.2. **Landscape Buffer Adjacent to 300 East.** In satisfaction of Section 9-22-050 of the City's Vested Laws requirements along 300 East, the Project shall provide a ten (10) foot wide landscaped area, consisting of rock mulch and 50% live plant coverage having no sod, measured from the property line/right-of-way line of 300 East into the Property to the approximate half width of a six-foot-tall concrete post & panel concrete screen wall (Exhibit K 300 East Screening). This landscaped buffer shall be planted with trees (deciduous and evergreen mix) to soften the six-foot tall concrete post and panel wall visual screen in an attempt to comply with the request of residents to provide year-round visual screening, as depicted on the approved Landscape Plan.

Commented [JJ51]: JJ- The site plan has a 20-foot wide buffer, with the fence in the middle of the buffer allowing 10' on either side of the fence.

Commented [JJ52]: JJ- this section does not reference the berm that is shown on the exhibit.

Commented [JJ53]: JJ- Is this the coverage of the trees or shrubs under the trees? Is there a coverage or requirement amount for trees? The coverage calculation should not include trees.

Commented [JJ54]: JJ- I'm not sure what this means?

2.7.3. **Fence Location and Design Exception.** Notwithstanding any requirement that screening walls or fences be located at or near the property line, the City hereby

approves the construction of a six (6) foot post-and-panel wall located approximately ten (10) feet inside the eastern most property line, measured from the property line to the center of the proposed concrete post and panel wall, behind the landscaped buffer described in Section 2.7.2. Minor variations in the wall location of up to two (2) feet to accommodate field conditions, utility conflicts, or construction tolerances shall be permitted without requiring amendment to this MDA. The location and design of the wall are approved as an alternative compliance with Section 9-22-050 of the City's Vested Laws.

2.7.4. Screening of Outdoor Storage and Loading Areas. The landscaped buffer and post-and-panel wall described herein are approved as satisfying the City's requirements for screening of:

(a) outdoor storage areas; and

(b) the three (3) bay truck loading and service dock located at the rear of the anchor tenant building.

2.7.5. Outdoor Sales and Display Areas. Outdoor sales and display areas may be located along the storefront of the anchor building, as depicted in the Anchor Building Elevations. Such outdoor sales and display areas are approved as part of the Project design and are not considered outdoor storage. Seasonal or temporary outdoor sales uses, including but not limited to tented fireworks sales, snow cone stands, fenced Christmas tree sales lots, or similar temporary retail activities, shall be subject to review and approval by the City through a temporary use permit, special event permit, or other temporary authorization as required by the City's Vested Laws. The

Commented [TD55]: Recommend this list be expanded to include all of the specific elements of DCMC 9-22-050(B) that are located in the rear of the anchor tenant building, with the exception of shopping cart corrals.

Commented [CD56]: JJ- Some of this is addressed in 2.7.9.

Commented [TD57]: FYI, a prior section intoned that these were located in the rear.

Commented [TD58]: Nothing was depicted. recommend labeling where these are on the Elevations and Master Site Plan.

City shall not unreasonably withhold, condition, or delay approval of such permits for uses that are customary and ancillary to retail operations and that comply with applicable health, safety, and fire code requirements.

Commented [TD59]: All of this is duplicated in section 2.7.9 below

2.7.6. No additional masonry wall or opaque screening shall be required along 300 East, provided the improvements are constructed in substantial conformance with the approved exhibits

2.7.7. **Interior Landscape and Utility Corridor.** A second approximately ten (10) foot landscaped area, measured from the center of the concrete post and panel wall to the top back of concrete curb shall be provided between the post-and-panel wall and the main internal drive aisle at the rear of the Anchor building. This area may accommodate dry utility installations immediately adjacent to the wall and shall be planted with trees, rock mulch, 50% live plant material coverage with no sod, consistent with the approved Concept Landscape Plan, without requiring additional utility easements or screening beyond that shown on the approved plans.

Commented [JJ60]: JJ-Exhibit K shows 17' total, with 10' along 300 E and the wall, and 7' behind the wall. The master site plan measures out to 20'.

Commented [TD61]: See prior comments regarding the other side of the wall.

Any interior parking lot landscaping reductions approved as part of the Site Plan for the anchor building shall also apply to the junior anchor building parking areas and to ~~outpar~~~~outparcel~~ building parking areas, provided such areas are developed in substantial conformance with the approved Site Plan and this MDA.

2.7.8. **300 East Cross-Section Exhibit.** The City's approval of the alternative 300 East landscape and back of building outdoor storage and loading zone screening arrangement described in this Section is expressly based upon and limited to the configuration shown in the attached exhibits, and the attached 300 East Screening

Commented [TD62]: Need to use consistent terminology

Cross-Section. City staff is authorized to approve Development Applications that are substantially consistent with said Exhibits without additional legislative action.

Commented [JJ63]: BM- Identify exhibit where shown.

Commented [TD64]: This entire section seems redundant to other sections and unnecessary. Recommend removing it to avoid conflicts.

2.7.9. Seasonal and Temporary Outdoor Sales; Permits Required.

Seasonal or temporary outdoor sales uses, including but not limited to fireworks sales, snow cone stands, or similar temporary retail activities, may be permitted within the Project subject to review and approval by the City through a temporary use permit, special event permit, or other temporary authorization as required by the City's Vested Laws. Nothing in this Section shall be construed to exempt such uses from applicable health, safety, fire, or operational requirements.

2.7.10. **Optional Seasonal Lighting; No Obligation of City.** Electrical outlets may be installed within the landscaped buffer adjacent to 300 East for potential seasonal or holiday lighting of trees. Any installation, use, or maintenance of such lighting by the City shall be subject to a separate written agreement between the City and Developer addressing indemnification, liability, access, and operational responsibilities. Nothing in this MDA shall obligate the City to install, maintain, or utilize such lighting.

Commented [CD65]: JJ_ is this referring to parkstrip trees, or trees in the landscape buffer. You can put lights on your trees in the buffer.

Commented [JJ66R65]: BM- Why is this section in the DA? It doesn't have any conditions for either party- there are no restrictions for outlet installation and no obligations to do so.

2.7.11. **Maintenance Responsibility.** The landscaped areas, wall, outdoor sales areas, and associated improvements described in this Section shall be installed and maintained by the Master Developer or its successors or assigns in interest, except as may be otherwise expressly provided in a separate written agreement approved by the City.

Commented [JJ67]: BM- Do we want to include park strip maintenance within all public street frontages are the obligation of the Master Developer in this section or just leave it to city code?

2.7.12. **Limitations.** Any material modification to the wall height, wall location, landscaped buffer widths, approved outdoor sales areas, or removal of required

Commented [TD68]: This isn't consistent with the section regarding the wall location.

screening along 300 East shall require a formal amendment to this MDA approved by the City.

2.8. Land Use Buffers; Section 9-23-110 — Council-Approved Alternative

Compliance.

2.8.1. **Purpose and Findings.** ~~The Parties acknowledge that the Project abuts multiple property lines with differing adjacent land uses and physical constraints. The City finds that the buffering and screening measures described in this Section provide equivalent or superior separation, visual mitigation, and pedestrian safety when compared to strict application of Section 9-23-110 of the City's Vested Laws, and are therefore approved as alternative compliance for the Project.~~

2.8.2. North Property Line — Stormwater Basin Interface.

Along the north property line, the Project shall provide a six (6) foot concrete post-and-panel wall with a Owell Precast type "Dry Stack Stone" wall panel pattern, located immediately adjacent to a landscaped stormwater detention basin. The City finds that the width of the landscaped detention basin area, together with the wall, provides sufficient buffering to satisfy the land use buffer requirements of Section 9-23-110 of the City's Vested Laws.

The land encumbered by the existing north stormwater detention basin, constructed by the City within an easement held by City, will be conveyed to and owned by the City. ~~At the request of the City, the~~ Master Developer shall design and install the detention basin landscaping with a rock mulch surface treatment and tree plantings only, with no sod or turf grass permitted. The installed landscaping improvements and

Commented [TD69]: Land use buffers only apply adjacent to residentially zoned properties.

Commented [TD70]: Every property line is adjacent to a residential land use, or a vacant commercially zoned property. The subject property is vacant and any physical constraints as a result of property lines existing where they do are not really an issue.

Commented [TD71]: Don't include "The City finds" statements in the agreement. Findings go in the ordinance adopting the agreement. The city isn't agreeing to make specific findings.

Commented [TD72]: See prior recommendation regarding the use of the term "superior".

Commented [CD73]: JJ- recommend not being so specific. If this finish isn't available, you would have to amend the DA.

Commented [TD74]: What about the portion of the northern property line that is not adjacent to the detention basin?

Commented [JJ75]: BM- What triggers conveyance or dedication to the city?

Commented [JJ76]: BM- The Master Developer is using this area as part of its overall landscaping percentage requirements. The city has nothing to do with the landscaping requirement.

ongoing maintenance thereof, shall not impact or alter the purpose, function, and operation of the detention basin. The Master Developer shall be responsible for

Commented [JJ77]: BM- Important to maintain operational integrity and purpose of the basin first and foremost.

ongoing maintenance of the installed landscaping within the detention basin area.

City shall maintain all detention basin outlet control structure piping and appurtenances along with any pipes or appurtenances that convey storm water from the public street to the storm water detention basin. Developer shall maintain on-site storm drain piping and appurtenances that convey on-site storm water to the detention basin.

2.8.3. Existing Detention Basin Expansion. In connection with assuming landscape maintenance responsibility, the Master Developer shall be permitted to expand the stormwater detention basin storage volume beyond the originally approved basin footprint, including expansion onto adjacent property owned or controlled by the Master Developer, provided such expansion does not adversely impact adjacent properties or public infrastructure. The Master Developer shall further be permitted to modify the detention basin outlet structure, including resizing or adjusting the outlet orifice, as necessary to accommodate the expanded tributary area and detention storage capacity based on written approval of the City.

Any expansion of detention storage volume or modification to the outlet structure shall be supported by a stormwater drainage study prepared by a qualified engineer and submitted to the City Engineer for review and approval. All improvements shall be designed and constructed in compliance with applicable City engineering standards and the approved stormwater study.

In consideration of the Master Developer's agreement to maintain the detention basin landscaping, the City agrees:

(a) Developer may count the landscaped area of the City detention basin as part of the landscape area tabulation to satisfy the requirements of Section 9-23-040(F) Landscape Area Amounts of the City's Vested Laws;

(b) that no perimeter fence, screen, or access gate shall be required around the City detention basin, and

(c) further agrees that the landscaping within the detention basin shall not be required to fully comply with the landscaping requirement to provide 50% live planting coverage requirements of Section 9-23-040(G) Plant Coverage of the City's Vested Laws,

(d) rock mulch and the tree plantings, spaced as provided and approved on the Concept Landscape Plan are installed and maintained.

In consideration of the City's agreement to permit the Master Developer to landscape the detention basin, the Master Developer agrees:

(a) The Master Developer shall ensure all trash, debris, or other material is removed from the detention basin prior to any significant storm event(s) to ensure proper operation of the detention facility,

(b) City may request removal of any trash, debris, or other obstruction within the basin and the Master Developer will remove such within 48 hours of the request, and

Commented [TD78]: This could be confusing and contrary to the north property line fencing section above. Recommend changing the term to "enclosure fence"

Check with City Engineering regarding what they want/need for this section.

Commented [TD79]: As this section is written compliance with the 75% vegetative coverage requirement of the same subsection would be required. Recommend that this statement be amended to not include percentages and simply not require compliance with the vegetative plant coverage requirements within the detention basin.

Plantings and vegetative coverage would apply to areas around and outside of the basin.

Commented [BM80]: BM- Maintenance considerations may be appropriate is a different section.

(c) City shall not be responsible for any damage to landscaping trees or rock mulch through the course of any city maintenance and operation activities.

2.8.4. **Northeasterly Property Line — Existing Wall Enhancement.**

The northeasterly portion of the property line is bordered by an existing eight (8) foot post-and-panel wall. The Master Developer shall have the existing wall stained in a manner similar to the wall staining on the east side of the concrete post and panel wall fence. Master Developer shall select the final wall stain colors to provide a color and finish consistent with the building architecture previously approved by the City. The existing wall, as enhanced, is approved as satisfying the land use buffer requirements along this portion of the property line.

2.8.5. **Continuation to 300 East — Pedestrian Connectivity Buffer.**

The existing eight (8) foot wall shall be continued to the south and east toward 300 East, maintaining an eight (8) foot height, together with an adjacent approximate ten (10) foot wide landscaped buffer consisting of the width of the concrete post and panel wall, a five foot pedestrian sidewalk which provides pedestrian access from 300 East to the Project with the remaining width being rock mulch and small shrub (live plant material coverage) landscaping. This concrete post and panel wall fence, pedestrian access walkway and landscaping is approved as alternative compliance with Section 9-23-110 of the City's Vested Laws for this frontage.

2.8.6. **Southeast Property Line — Residential Adjacency.**

Along the southeast property line adjacent to residential property, the Project shall

Commented [TD81]: This is unclear as to what this is referencing. I assume this is another portion of the northern property line.

Commented [TD82]: This isn't detailed on any of the submitted exhibits. Please include.

Commented [TD83]: The Land Use Buffer exhibit calls out a minimum of 5'.

Commented [TD84]: Need to provide more specific details on landscape amounts. The elimination of about 16 trees that would otherwise be required is a very significant reduction.

Commented [TD85]: Sections 2.8.4 and 2.8.5 are also residential adjacent. Recommend adding this to those sections also.

provide an eight (8) foot post-and-panel wall and an approximate ten (10) foot landscaped buffer which includes the width of the fence placed on the north and west side of the property line. This combination of wall and landscape buffer is approved as satisfying the land use buffer requirements of Section 9-23-110 of the City's Vested Laws for residential adjacency.

Commented [TD86]: Please address the apparent property deed overlap on the far southeast corner as shown on the landscape plan exhibit.

2.8.7. South Property Line and 13800 South Interface.

The fence along the south property line shall continue and turn south toward the property line parallel to and north of 13800 South. Fence heights along this frontage shall be reduced as necessary to comply with sight visibility triangle requirements of the City's Vested Laws and applicable engineering standards.

2.8.8. Sight Visibility Adjustments Near 300 East.

Fence heights and locations approaching and paralleling 300 East shall be modified as necessary to comply with sight visibility triangle requirements. The portion of the fence end paralleling 300 East may be shifted southward to accommodate sight visibility, as shown on the approved Site Plan, without requiring additional legislative approval.

2.8.9. Exhibit References; Scope of Approval.

The City's approval of the land use buffer alternatives described in this Section is expressly based upon and limited to the configurations shown on the attached Exhibit L Land Use Buffer Plans. City staff is authorized to approve Development Applications that are substantially consistent with such exhibits.

2.8.10. Maintenance Responsibility.

Commented [JJ87]: BM- Detention basin landscaping is required to be maintained by Master Developer. This section is in conflict with previous stated maintenance responsibilities.

Except for the stormwater detention basin landscaping described in Section 2.2, all fences, walls, and landscaped buffers shall be installed and maintained by the Master Developer or its successors in interest in good condition consistent with the approved plans.

2.8.11. **Limitations.**

Any material modification to wall heights (other than reductions required for sight visibility), wall materials, buffer widths, or pedestrian connectivity shown on the approved exhibits shall require a formal amendment to this MDA approved by the City.

2.9. **Landscape Design Criteria; Section 9-23-050 — Council-Approved Alternative Compliance.**

2.9.1. **Purpose and Findings.** The Parties acknowledge that the Project incorporates substantial perimeter landscaping, stormwater detention basin landscaping, and enhanced buffering along 300 East. The City Finds that the landscape design approach described in this Section provides equivalent or superior overall landscaping quality and visual mitigation when compared to strict compliance with Section 9-23-050 of the City's Vested Laws and is therefore approved as alternative compliance for the Project.

2.9.2. **Gross Landscape Area Requirement.**

Notwithstanding the minimum gross landscape area requirements of Section 9-23-050 of the City's Vested Laws, the City hereby approves a minimum gross landscape area of fifteen percent (15%) of the total site area for the Project. For purposes of meeting

Commented [TD88]: Substantially reduced maybe. I would not recommend including this term for the same reason I don't recommend referring to the Landscaping or Land Use Buffer plans as "superior".

this requirement, the landscaped stormwater detention basin areas shall be included in the gross landscape area calculation, as depicted on the approved Landscape Plan and related exhibits.

2.9.3. Detention Basin Landscaping Maintenance Responsibilities.

The detention basin landscaping shall be installed by the Master Developer prior to final acceptance of the basin improvements, and the City's ownership of the detention basin shall not obligate the City to maintain landscaping or structural improvements associated with detention storage expansion undertaken by the Master Developer.

2.9.4. Parking Area Landscaping — Anchor & Junior Anchor Retail Use.

Notwithstanding the parking area landscaping requirements of Section 9-23-050 of the City's Vested Laws, the City approves parking area landscaping of five percent (5%) for the anchor and junior anchor interior retail use parking, in lieu of the otherwise required seven percent (7%), as shown on the approved Master Site Plan and Concept Landscape Plan.

2.9.5. **Basis for Parking Landscape Reduction.** City acknowledges that the anchor building has been shifted approximately ten (10) feet to the west in order to provide additional perimeter buffering and enhanced landscaping along 300 East, consistent with the design direction **previously approved** in this MDA. As a result of this building shift and the enhanced perimeter landscaping along 300 East, the area available to accommodate interior parking lot landscaping serving the anchor building is reduced.

City further acknowledges that the width and location of the stormwater detention

Commented [TD89]: I don't know that a section trying to justify the requested parking lot landscape reduction is needed or helpful. Tying the reasoning to the building locations seems pretty flimsy in light of the other requested exceptions for increased parking stalls the exception from parking lot design standards, and the exceptions from land use buffer standards.

I recommend removing the entirety of section 2.9.5. It is not needed.

Commented [JJ90]: JJ- this makes it sound like there is another MDA that already approved this. Should be approved with this MDA.

basin along the north property line constrain the ability to expand the junior anchor parking areas to the north, thereby limiting the opportunity to provide additional interior parking lot landscaping for the junior anchor buildings.

Based on these site constraints, City finds that the achievable interior parking lot landscaping percentages for the anchor and junior anchor parking areas are reduced. City further finds that the overall landscape design for the Project, including enhanced perimeter landscaping along 300 East and other landscape improvements throughout the site, satisfies the purpose and intent of the City's landscape standards notwithstanding the reduced interior parking lot landscaping percentages.

Accordingly, City determines that the proposed reduction in interior parking lot landscaping from seven percent (7%) to five percent (5%) is reasonable and appropriate given the site constraints and overall landscape design of the Project.

Exhibit References; Scope of Approval.

The alternative landscape compliance approved in this Section is expressly based upon and limited to the configurations, calculations, and maintenance areas shown on the attached Landscape Plan and Exhibit "M" (Detention Basin Landscape and Maintenance Plan). City staff is authorized to approve Development Applications that are substantially consistent with such exhibits without additional legislative approval.

2.9.6. Limitations.

Any reduction below the fifteen percent (15%) gross landscape area or the five percent (5%) parking area landscaping approved herein, or any material modification to the detention basin landscaping or maintenance allocation, shall require a formal

Commented [TD91]: Missing a section number. Recommend this become 2.9.5 and the current 2.9.5 be eliminated.

Commented [TD92]: No idea what this is intended to mean. Also a reference to the Landscape Plan exhibit is missing.

Commented [TD93]: There are no calculations provided with Exhibit M.

amendment to this MDA approved by the City.

Commented [TD94]: None of this needs to be said.

2.10. Signs; Chapter 9-26 — Master Sign Plan and Council-Approved Deviations.

2.10.1. Purpose and Master Sign Plan Approval.

The Parties acknowledge that the Project is a multi-tenant regional commercial development requiring coordinated signage. Pursuant to Section 9-26-050 of the City's Vested Laws (Master Sign Plan), the City Hereby approves the Project's Master Sign Plan Application, as depicted on Exhibit "N" - Master Sign Plan, subject to the limitations and conditions set forth in this Section.

2.10.2. Main Tower / Pylon Sign — Height Deviation.

Notwithstanding the maximum sign height limitations of Chapter 9-26, the City approves the Main Tower / Pylon Sign depicted on the Master Sign Plan with a maximum sign height not to exceed twenty-five (25) feet. This approval is site-specific, applies only to the sign configuration shown on the approved Master Sign Plan, and shall not be construed as a general modification of the City's sign standards.

Commented [TD95]: FYI The submitted Exhibit includes four tower signs in the plans. Monument signs are by definition 6' in height or less.

Treating this as a deviation from the monument sign standards.

Commented [JJ96R95]: JJ- Need to clarify that proposed monument signs are in excess of allowed height.

2.10.3. Monument Signs.

The City further approves the monument signs depicted on Exhibit "N" as part of the Master Sign Plan, including their number, location, height, and sign area, notwithstanding any deviation from Chapter 9-26 dimensional or spacing standards, provided such signs are constructed in substantial conformance with the approved Master Sign Plan.

Commented [JJ97]: BM- Missing reference.

2.10.4. 300 East Regulatory Sign — No Truck Access.

A six (6) foot monument sign located along 300 East is approved for the purpose of

providing “No Truck Access” or similar regulatory wording directed to delivery and service vehicles. The City Finds that this sign serves a traffic-management and neighborhood-protection function and has been requested by the City and adjacent residents to the east. This sign shall not include commercial advertising and shall be limited to regulatory and directional messaging consistent with the approved Master Sign Plan.

Commented [JJ98]: BM- Language no necessary.

Commented [JJ99]: JJ- The sign included in the exhibit includes commercial advertising.

2.10.5. Prohibition of Illuminated Signage Adjacent to 300 East. Notwithstanding any provision of the approved Master Sign Plan or Chapter 9-26 of the City’s Vested Laws, no illuminated signage of any kind shall be permitted adjacent to 300 East, including but not limited to wall signs, monument signs, tower signs, pylon signs, or any other sign type.

Commented [JJ100]: JJ- The sign included in the exhibits calls for the monument sign to be illuminated., Staff recommended a nonilluminated sign only on 300 E.

All signage located adjacent to 300 East shall be non-illuminated and limited to the locations, dimensions, and purposes shown on the approved Master Sign Plan. This prohibition shall apply notwithstanding any sign height, area, or type otherwise approved in this MDA

2.10.6. Administrative Approval of Sign Permits.

Commented [JJ101]: JJ- signs are already approved administratively in the code.

City staff is authorized to approve individual sign permits and sign packages that are consistent with the approved Master Sign Plan and this MDA without requiring additional legislative approval or variances.

2.10.7. Exhibit Reference; Scope of Approval.

The approvals and deviations granted in this Section are expressly limited to the signs, locations, dimensions, and configurations depicted on the Master Sign Plan.

Any proposed sign not shown on the approved Master Sign Plan, or any increase in height beyond twenty-five (25) feet for the Main Tower / Pylon Sign, shall require a formal amendment to this MDA approved by the City.

2.10.8. Maintenance and Compliance.

All signs approved herein shall be maintained in good condition by the Master Developer or its successors in interest and shall comply with applicable safety, electrical, and building code requirements.

2.6.2.11. Shopping Center Vehicle Access to 300 East Street.

2.6.1. **Limited Access Configuration.** The Project willshall include a single vehicular access point to 300 East accommodating a vehicular right turn into the ProjectStreet designed and operated as a right-in/right turn -out access only under normal operating conditions. Vehicles exiting the Project.

2.6.2. The City agrees to install a traffic light, at the City's expense and effort, at the intersection of onto 300 East and 13800 South.

Commented [CD102]: This section needs to match/reference the separate reimbursement agreement.

~~2.6.3.2.11.1.~~ No delivery trucks or construction trucks coming into or exiting the Project will be allowed to use the shall be restricted to right-turn movements only, and vehicles traveling northbound on 300 East accessshall be restricted from left-turn movements into the Project.

2.6.4. Details such as berm and masonry wall screening the rear of center including all dock/loading and unloading areas shall be installed. Landscaping on the street side of the wall and berm shall be landscaped and maintained.

Commented [MB104R103]: Agree

Commented [MB106R105]: Agree

2.11.2. The Master Developer, the major tenant in the Project, and the City shall work together to install, at the City's expense, a "hawk signal" that can be activated by pedestrians to safely cross 300 East. The specific location of the "hawk signal" **Traffic Control and Channelization.** To reinforce the right-in/right-out configuration, appropriate traffic control devices shall be installed, including stop signage and right-turn-only signage for exiting vehicles, and a painted left-turn restriction island within the Project access driveway. The painted island shall be designed to clearly emphasize that vehicles located on the west side of 300 East Street are limited to right-in/right-out movements only, subject to City Engineer approval.

Commented [MB108R107]: We need to discuss this with Developer. Some neighbors want the signal at Stokes and others at Brown Farm Ln, depending on where the neighbor lives.

2.11.3. **Emergency Operations.** Notwithstanding the foregoing, the access shall be designed to allow full-movement operation during emergency conditions as determined during by the City Fire Marshal. Any removable signage, striping, or design features necessary to facilitate emergency access shall be incorporated into the final design, subject to Fire Marshal and City Engineer approval.

Commented [JJ109]: BM- This is an engineering standard that can be designed, reviewed, and approved through the Site Plan process. Remove section.

2.11.4. **Truck Access Restrictions.** No delivery trucks, semi-trailers, or construction vehicles serving the Project shall be permitted to access or exit the Project via 300 East Street, except as may be temporarily authorized by the City Engineer or Fire Marshal for emergency or construction-related purposes.

Commented [JJ110]: BM- Emergency services do not need to have their authority outlined in the DA. Remove this section.

~~2-6-5~~ 2.11.5. **Pedestrian Crossing Improvements.** The City may, in its sole discretion, cause a traffic study to be conducted to evaluate the need for a pedestrian crossing and High-Intensity Activated crossWalk (HAWK) pedestrian signal along 300 East Street in the vicinity of the site plan review processProject. The traffic study

Commented [JJ111]: JJ- I would not recommend putting construction traffic on 300 E.

Commented [JJ112]: BM- Delete the final portion of this section. The DA only needs to consider "normal" operational considerations.

may evaluate multiple potential crossing locations along 300 East Street, including, without limitation, the area generally aligned with the opposing Brown Farm Lane intersection. Based upon the findings of the traffic study, the City may determine whether a pedestrian crossing and HAWK signal are warranted and take into account whether such improvements should be constructed. If the City elects to proceed with installation, the HAWK signal shall be installed at the City's expense. The location, design, and timing of installation of any pedestrian crossing and HAWK signal shall be determined by the City in accordance with applicable engineering and pedestrian safety standards. , subject to approval by the City Engineer.

Commented [CD114]: Staff has concerns with including this. Unsure if it can meet Engineering standards or if it would be warranted. This is being driven by the neighbors and needs to be discussed more.

Commented [JJ115]: BM- Delete this section. This restates city authority to regulate traffic and pedestrian devices and has no bearing on the DA or the development.

2.7.2.12. Use Restrictions. Without limiting any restrictions set forth in the City's

Vested Laws, the following uses are not permitted within the Project:

2.7.1. Hotels,

2.7.2. Bars,

2.7.3. [TBD].

Commented [MB117R116]: Agree

2.8. **Signs.** No illuminated signage is allowed adjacent to 300 East, including wall, monument, or tower signage.

2.9. **Architectural Deviations.** The ...

2.10. **Landscaping.** The...

2.11. **Parking.** The Project shall contain parking stalls in excess of the minimum and maximum required by DCMC 9-25-100 Table 9-25-1. No deviation for the additional parking stalls is required, as outlined in 9-25-090.

2.12. **Cross Access.** Cross access shall be provided to adjacent nonresidential property.

Commented [MB122]: The extent and nature of the cross access is under discussion.

2.13. **Curb Cuts.** The...

2.12.1. Car Wash,

2.12.2. Oil change;

2.12.3. Automobile repair.

Commented [JJ124]: JJ- these are the only uses that are going to be prohibited in the project? See previous comment on uses on previous page.

2.13. **Parking.** The Project parking supply is approved as shown in the Master Site Plan

(Exhibit B), with a maximum parking ratio of four and seventy-five hundredths (4.75)

parking stalls per 1,000 square feet of Building area. Pursuant to Section 9-25-090(C) of

Commented [JJ125]: JJ- Is this for all uses on the site or just the anchor? It needs to clarify. Based on how it is worded all uses would be required this calculation.

the City's Vested Laws, the City finds that a parking study is not required and that the

Commented [TD126]: I'm a bit concerned about all "the city finds" language in the agreement as drafted. It feels like it is putting words in the City Council's mouths. Just state that what the city is approving.

~~proposed parking supply for the Anchor use is sufficient to accommodate anticipated parking demand based upon comparable grocery and neighborhood serving retail uses and generally accepted parking demand methodologies. The City further finds that accessible parking stalls are not proposed for reduction or adjustment, that transportation alternatives, including proximity to transit stations, are not sufficient to justify a reduction in parking demand for this location, and that shared parking opportunities cannot be reasonably evaluated at this time because the specific mix of additional site uses is not yet known. The City also finds that grocery store uses typically experience higher and more variable parking demand, including seasonal and holiday peak demand periods. Accordingly, the City determines that the parking supply proposed for the Project is adequate to serve the intended use and is reasonably necessary to accommodate anticipated parking demand.~~

2.13.1. **Driveway Curb Cut Dimensions.** Notwithstanding the provisions of Section 9-25-080(C)(5) of the City's Vested Laws, the primary full-access driveway serving the Project from Bangerter Parkway is approved with a driveway throat width of forty-one (41) feet measured from back of curb to back of curb on the development side of the access radii. City finds that this width is necessary to accommodate safe and efficient ingress and egress associated with the shopping center, including delivery vehicles serving the Anchor retail grocery use.

City further acknowledges that tractor-trailer semi-trucks and fuel delivery tankers will access the Project using this primary driveway. To accommodate these vehicles, the curb return radii at the primary driveway may be constructed with radii of up to thirty (30) feet. As a result of these curb return radii, the curb cut width measured along the property line, consistent with the measurement illustrated in Figure 9-25-4 of the City's Vested Laws, may be approximately one hundred one (101) feet.

The drive approach width for the right-in/right-out access points serving the Project on 150 East, 300 East, and 13800 South is approved with a driveway throat width of thirty-six (36) feet measured from back of curb to back of curb on the development side of the access radii.

Based on these operational needs, City finds that the driveway throat widths, curb return radii, and resulting curb cut width are necessary to accommodate delivery vehicles and expected traffic volumes serving the Project while maintaining safe vehicular circulation and access. Accordingly, these dimensions are approved for the Project.

Commented [JJ127]: BM- Delete this portion of this section. Radius of 30-feet is current city standard, 36-ft width for 150 E, 300 E, and 13800 S meets current city standard. The above width is acceptable.

2.14. **Cross Access.** Cross access shall be provided to the adjacent nonresidential property under a separate cross access easement or similar instrument between the Master Developer and the other property owner, on terms mutually agreed to by the Master Developer and the other property owner. That agreement must be signed and recorded before the first building permit is issued within the Project. If the Master Developer is unable to obtain such agreement after good faith negotiations, the Master Developer may request a waiver from the City, which shall not be unreasonably withheld if the Master Developer demonstrates that (i) good faith efforts were made to negotiate the easement, and (ii) the lack of cross access does not create material traffic or safety issues.

Commented [JJ128]: JJ- this should reference the city code section on cross access and the final signed cross access agreement with the adjacent property.

Commented [JJ129]: BM- Cross access shall be per Exhibit "B" site plan and City code requirements. Update this section accordingly.

Commented [TD130]: This section needs to be rewritten to include the following salient points:

- The reciprocal granting of perpetual cross access easements between commercial properties is a requirement for development under the City's vested laws.
- The expectation is that vehicular access to the adjacent commercial property and the public street system will be provided as a result of the required cross-access easements.
- The Master Developer will comply with the cross-access requirements of the City's Vested Laws. The Master Developer will grant perpetual cross-access easements across the drive aisles located within the Project to the adjoining commercial property owner.
- Any cross-access easements granted by Master Developer would become effective upon the reciprocal granting of perpetual cross-access easement to the Project by the adjacent landowner across the drive aisles of the adjacent commercial development.

~~2.14.2.15.~~ **Expansion of Project; Additional Land.** The Project may be expanded to include additional land currently owned by the Utah Department of Transportation (UDOT) and located adjacent to the northwest side of the development, along Bangerter Parkway, (the "UDOT Expansion Area"), so long as such additional land is contiguous to a parcel already included in the Project, and. Upon acquisition of any portion of the UDOT Expansion Area by Master Developer, such additional land, if added to the shall automatically be deemed part of the Project, and shall be governed by the terms and conditions of this AgreementMDA without requiring an amendment hereto, provided that Master Developer provides written notice to the City within thirty (30) days of such acquisition.

Commented [TD131]: Before a Site Plan Application is approved.

Commented [TD133]: And what happens if it is not acquired? Recommend that a substitute parking plan layout be included as an exhibit, just to be safe.

Commented [JJ134]: BM- Provide exhibit reference for "UDOT Expansion Area" or indicate additional land may be added by DA amendment, reasonably approved.

2.14.1.

2.16. **Subdivision for Leasing and Financing Purposes; Schedule Accommodation.**

Commented [TD135]: Starting with a simple boundary line adjustment may make more sense here.

2.16.1. **Purpose and Findings.**

The Parties acknowledge that timely development of the Project requires the ability to finalize leasing, financing, and real estate agreements in advance of full Site Plan approval. The City Finds that allowing subdivision approval and recordation for such purposes, while retaining full discretionary review authority over subsequent Site Plan and building permit approvals, is reasonable, consistent with the Act, and does not authorize premature development.

2.16.2. **Preliminary and Final Subdivision Approval Authorized.**

Notwithstanding any provision of the City's Vested Laws to the contrary, the City Hereby authorizes the Master Developer to submit, process, obtain approval of, and **record a Subdivision** creating:

(a) a lease parcel for the **Anchor Retail Use**; and

(b) one or more **out-parcel lots**,

prior to approval of a Site Plan for vertical construction, provided such Subdivision complies with the requirements of this MDA and applicable state law.

2.16.3. **Subdivision for Lot Creation Only; No Development Rights Granted.**

Approval and recordation of any Subdivision pursuant to this Section are expressly limited to lot creation, leasing, conveyancing, and financing purposes only.

No approval of a Subdivision under this Section shall:

(a) authorize commencement of construction;

(b) authorize issuance of any building permit;

(c) constitute Site Plan approval; or

(d) vest any right to develop any lot or parcel absent full compliance with this MDA

Commented [JJ136]: JJ- any subdivision with 10 lots or less is a minor subdivision and approved administratively under code.

Commented [TD137]: We don't need to agree to follow the existing ordinance.

and approval of all required Development Applications.

2.16.4. Site Plan Approval Required Prior to Building Permits.

The Parties acknowledge and agree that no building permit shall be issued for any development within the Project unless and until:

(a) a Site Plan Application for the applicable lot or parcel has been approved by the Planning Commission; and

(b) all conditions of Site Plan approval and this MDA have been satisfied.

Nothing in this Section limits the City's authority to deny or condition Site Plan approval in accordance with this MDA and applicable law.

(c) An updated traffic impact study is required addressing potential uses shall be provided prior to site plan approval. The traffic impact study shall utilize the correct use codes from ITE Manual for Trip Generation for the proposed development.

2.16.5. Infrastructure and Improvement Timing.

The City shall not require the installation of, or bonding for, Public Infrastructure or site improvements as a condition of Subdivision approval or recordation under this Section, unless otherwise required by state law. Responsibility for installation and bonding of all required improvements shall arise only in connection with subsequent Site Plan approval and building permit issuance.

Commented [TD138]: The way this section is written may violate state law, or put the city in an exposed position.

2.16.6. Administrative Processing.

City staff is authorized to process and approve Subdivision Applications under this Section, including recordation of plats, provided the Subdivision is consistent with the Master Site Plan, does not create safety hazards, and complies with the limitations

Commented [TD139]: Remove this section. It is already part of the code.

of this MDA. No additional legislative approval shall be required.

2.16.7. **Coordination with Schedule.**

The Parties acknowledge the Master Developer's intent to commence construction in or about September 2026. This Section is intended to allow Subdivision processing and recordation to occur in advance of Site Plan approval in order to accommodate leasing and development scheduling, while preserving the City's full regulatory authority over construction.

Commented [TD140]: None of this means anything, all of it is already possible.

2.16.8. **Limitations.**

Any Subdivision that materially alters access, circulation, public infrastructure alignment, or land use assumptions shown on the Master Site Plan shall require an amendment to this MDA approved by the City. Whether a proposed Subdivision constitutes a material alteration shall be determined by the City Engineer in consultation with the Community Development Director, and such determination may be appealed by Master Developer pursuant to the dispute resolution procedures in Section 5.

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 Site 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- are generally applicable across the entire City and do not materially and unreasonably increase the costs of any Development;

or

Commented [CD141]: Needs to be further defined.

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 ~~March-April~~ [REDACTED], 2026. This MDA shall expire December 31, 2032. If Master Developer has not been declared to be currently in Default as of December 31, 2032 (and if any such Default is not being cured) then this MDA shall be automatically extended until December 31, 2033 upon request by Master Developer. 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

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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 -20-102(77) 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

Commented [CD142]: Assistant City Attorney to review further and provide modification to this section.

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 AgreementMDA.

7. **Public Infrastructure.**

7.1. **Construction by 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. ~~The City will participate in those costs solely as specified in the~~Any costs associated public improvements associated with the project shall be consistent with the existing Reimbursement Agreement, A-25-195. Any development related improvements not included in the Reimbursement Agreement shall be the sole cost of the Master Developer.

Commented [CD144]: This section should reference the existing reimbursement agreement.

7.2. **Improvement Completion Assurance.** 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. The City shall release any such security to Master Developer upon the City's final inspection and acceptance of work. less and excepting any amount required to be held by the City in the City's improvement

completion assurance agreement for purposes of warranty. Master Developer shall provide a one-year warranty pursuant to the City's Vested Laws. The one-year warranty period for each separate improvement item will begin running on that item from the date of the acceptance of that item by the City.

8. Upsizing/Reimbursements to Master Developer.

8.1. **"Upsizing"**. The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements, or other arrangements mutually agreed upon in writing by the parties.

9. Default.

9.1. **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.

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

9.2.1. **Specific Claim.** Specify the claimed event of Default;

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9.2.2. 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;

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

9.2.4. 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.

9.3. **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.

9.4. **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:

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

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

9.4.3. 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 material default by Master Developer that remains uncured after the applicable cure period, or in the case of a material default by a Subdeveloper that remains uncured after the applicable cure period, development of those Parcels owned

by the Subdeveloper until the Default has been cured.

9.5. 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.

9.6. 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 relating to immediate threats to public health, safety, or welfare and that any delays in imposing remedies for such a default would also materially impair such a compelling, countervailing interest of the City, then the City may impose the remedies of Section 9.4 without the requirements of Section 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.

9.7. 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.

9.8. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

9.9. 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.

10. **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:

Tom Lloyd
Lloyd's TLC Limited



With a Copy to:

Kyle Fielding
McDonald Fielding, PLLC



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

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

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

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

12. **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,

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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.

13. **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.

13.1. **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.

13.2. **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.

13.3. **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.

13.4. **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.

13.5. **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.

13.6. **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.

13.7. **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.

14. **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, and configurations 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.

15. **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.

16. **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.

17. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this AgreementMDA 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.

18. **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.

19. **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 Tom Lloyd. 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.

20. **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.

21. **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.

22. **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. This MDA is in addition to, and does not supersede or replace, the Reimbursement Agreement, A-25-195. If there is a conflict between this MDA and the Reimbursement Agreement, the Reimbursement Agreement will prevail.

23. **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. Each Party has participated in negotiating

Commented [JJ147]: JJ- staff has updated the template given changes to state law that affect section 26.

December 23, 2025 March 17, 2026
Contract #

Draper City

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~~and drafting this MDA and 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.~~

24. **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.

25. **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 ~~month-April __, 20__~~ 2026.

~~26. **Compliance with Utah Code § 10-9a-532(2)(c). Counsel for the Parties.** The Parties have respectively been represented by competent legal counsel in the drafting of this MDA. The Parties agree, pursuant to Utah Code Section 10-9a-532(2)(c), this MDA restricts Developer's rights under clearly established state law.~~

Commented [JJ148]: JJ- Section 26 is no longer needed due to changes in state law.

Commented [CD149]: Need to update code section based on State renumbering. This section needs to stay in the DA.

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

MASTER DEVELOPER
Tom LLoyd

CITY
Draper City

By: Tom Lloyd

By: _____,

Its: City Manager

Date: _____

Date: _____

Lloyd's TLC Limited, a Utah limited partnership

~~December 23, 2025~~ March 17, 2026
Contract #

Draper City

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By: Tom Lloyd
Its: Authorized Agent
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 Tom Lloyd,
who being by me duly sworn, did say that he is the Authorized Agent of Lloyd's TLC Limited, a
Utah limited partnership, and that the foregoing instrument was duly authorized by Tom Lloyd
individually and for Lloyd's TLC Limited...

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

~~December 23, 2025~~ March 17, 2026
Contract #

Draper City

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TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Master Site Plan
Exhibit "C"	City's Vested Laws
Exhibit "D"	TBD Photometric Plan
Exhibit "E"	Anchor Building Elevation
Exhibit "F"	Fuel Center Elevation
Exhibit "G"	Junior Anchor and Outparcel Building Elevations
Exhibit "H"	Landscape Plan
Exhibit "I"	Outdoor Sales and Display
Exhibit "J"	Anchor Building Rear Elevation Screening
Exhibit "K"	300 East Screening Cross Section
Exhibit "L"	Land Use Buffer Plans
Exhibit "M"	City Detention Basin Landscape
Exhibit "N"	Master Sign Plan

Commented [TD151]: In the City Council meeting for the zone change is was stated that particular exhibits would be included (i.e. exterior wall and berm designs). Please make sure to include them here and reference to them in the text above.

Exhibit 'A'
Property Boundary

PARCEL 1:

Commencing at the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said Center of section lies South, a distance of 8.94 feet and east, a distance of 00.19 feet from an existing street monument in the intersection of 300 East and 13800 South Streets and running thence North 00°00'56" West along the North-South Center Quarter line, a distance of 165.00 feet; thence South 89°57'04" West a distance of 338.00 feet to the point of beginning for this description; thence South 89°57'04" West a distance of 35.55 feet; thence South 00°14'30" East a distance of 31.26 feet; thence South 89°45'30" West a distance of 85.17 feet; thence North 00°14'30" West a distance of 30.00 feet; thence North 89°45'30" East a distance of 00.55 feet; thence North 00°02'56" West 84.04 feet; thence South 89°57'04" West 363.20 feet to the sideline of 150 East Street (95.81 feet wide); thence along the sideline of said street the following four courses: (1) along a curve to the left, with a radius of 704.07 feet, the center of which bears South 76°30'36" West, through a central angle of 03°21'47", an arc distance of 41.33 feet; (2) North 16°51'11" West 237.55 feet; (3) along a curve to the right, with a radius of 608.26 feet, through a central angle of 16°50'35", an arc distance of 178.81 feet; (4) North 00°00'36" West 565.38 feet to the sideline of Bangerter Highway; thence along said sideline the following two courses: (1) North 52°52'24" East 41.53 feet; (2) North 89°35'15" East 377.15 feet; thence South 20°14'09" East 481.44 feet, to a point 832.00 feet North 00°02'56" West and South 89°57'04" West 350.00 feet of the Center of said Section 6; thence South 04°17'07" East, 162.44 feet to a point South 89°57'04" West 338 feet and North 00°02'56" West 670.00 feet of the Center of said Section 6; thence South 00°02'56" East 505.00 feet to the point of beginning.

PARCEL 2:

Commencing at the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said Center of Section lies South, a distance of 8.94 feet and East, a distance of 0.19 feet from an existing street monument in the intersection of 300 East and 13800 South Streets and running thence North 00°02'56" West, along the north-south Center Quarter line, a distance of 165.00 feet to the point of beginning for this description; thence South 89°57'04" West, a distance of 338.00 feet; thence North 00°02'56" West, a distance of 310.00 feet; North 89°57'04" East, a distance of 338.00 feet, to the north-south Center Quarter line of said Section; thence South 00°02'56" East, along the north-south Center Quarter line, a distance of 310.00 feet to the point of beginning.

LESS AND EXCLUDING therefrom, any portion lying within the bounds of 300 East Street.

ALSO, LESS AND EXCLUDING therefrom, that portion conveyed to Draper City by Dedication and Acceptance, being recorded March 13, 2012 as Entry No. 11349362 in Book 9999 at Page 549 of Official Records, being described as follows:

Commencing at the North Quarter Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°22'01" West 2456.22 feet along Quarter Section line; thence

North 89°37'59" West 24.75 feet to the point of beginning; thence continuing North 89°37'59" West 9.26 feet; thence North 00°22'01" East 310.10 feet; thence South 89°37'59" East 9.26 feet; thence South 00°22'01" West 310.10 feet to the point of beginning.

PARCEL 3:

Beginning at a point South 00°22'01" West 1951.22 feet and North 89°37'59" West 34.01 feet more or less from the North Quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°22'01" East 81 feet; thence North 89°37'59" West 309.99 Feet more or less; Southeasterly 81 feet more or less; thence South 89°37'59" East 303.99 feet more or less to the point of beginning.

PARCEL 4:

Beginning at a point 532 feet North from the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence North 72 feet; thence West 150 feet; thence South 72 feet; thence East 150 feet to the point of beginning.

LESS AND EXCLUDING therefrom, any portion lying within the bounds of 300 East Street.

ALSO, LESS AND EXCLUDING therefrom, that portion conveyed to Draper City by that certain Deed of Dedication and Acceptance, being recorded April 25, 2012 as Entry No. 11377608 in Book 10011 at Page 5239 of Official Records, being described as follows:

Commencing at the North Quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°22'01" West 2089.22 feet along the quarter section line; thence North 89°37'59" West 24.75 feet to the point of beginning; thence continuing North 89°37'59" West 9.26 feet; thence North 00°22'01" East 72.00 feet; thence South 89°37'59" East 9.26 feet; thence South 00°22'01" West 72.00 feet to the point of beginning.

PARCEL 5:

Beginning North 670 feet and West 338 feet from the center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian and running thence South 195 feet; thence East 338 feet; thence North 57 feet; thence West 150 feet; thence North 72 feet; thence East 150 feet; thence North 66 feet; thence West 338 feet to the point of beginning.

LESS AND EXCLUDING any portion lying within the bounds of 300 East Street.

ALSO, LESS AND EXCLUDING therefrom, the following two (2) tracts conveyed to Draper City by that certain Deed of Dedication and Acceptance, being recorded April 25, 2012 as Entry No. 11377609 in Book 10011 at Page 5242 of Official Records, being described as follows:

TRACT 1:

Commencing at the North quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°22'01" West 2089.22 feet along the quarter section line; thence North 89°37'59" West 24.75 feet to the point of beginning; thence South 00°22'01"

West 57.00 feet; thence North 89°37'59" West 9.26 feet; thence North 00°22'01" East 57.00 feet; thence South 89°37'59" East 9.26 feet to the point of beginning.

TRACT 2:

Commencing at the North quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence South 00°22'01" West 1951.22 feet along the quarter section line; thence North 89°37'59" West 24.75 feet to the point of beginning; thence South 00°22'01" West 66.00 feet; thence North 89°37'59" West 9.26 feet; thence North 00°22'01" East 66.00 feet; thence South 89°37'59" East 9.26 feet to the point of beginning.

PARCEL 6:

Beginning at a point South 1320.00 feet along the section line and West 523.21 feet from the North Quarter corner of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian as described in that certain Boundary Line Agreement being recorded as Entry No. 10162778 in Book 9490 at Page 7531 of Official Records, and running thence S 20°14'48" E 26.33 feet; thence S 89°38'20" W 379.54 feet; thence S 52°55'17" W 41.51 feet; thence S 0°02'29" W 565.06 feet to a point of curvature with a 608.25 foot radius curve to the left; thence southerly 57.64 feet along the arc of said curve (Note: Chord to said curve bears S 02°40'25" E for a distance of 57.62 feet) to a point 60.00 feet perpendicularly distant easterly from the center line of Bangerter Highway; thence N 16°48'06" W 32.56 feet along a line parallel with said center line to a point of curvature with a 1044.25 foot radius curve to the left; thence northerly 217.52 feet along the arc of said curve and being concentric with said center line (Note: Chord to said curve bears N 22°46'09" W for a distance of 217.13 feet); thence N 63°44'54" E 67.53 feet; thence N 00°02'29" E 272.97 feet; thence N 60°07'49" W 64.45 feet to a point of curvature with a 498.03 foot radius, non-tangent curve to the left; thence northerly 119.46 feet along the arc of said curve (Note: Chord to said curve bears N 24°30'55" E for a distance of 119.17 feet) to a point in said Boundary Line Agreement and the easterly right of way line of 150 East Street; thence East 440.38 feet along said Boundary Line Agreement line to the point of beginning.

TOGETHER WITH AN INCLUDING, those portions conveyed by that certain Boundary Line Agreement, being recorded June 2, 2020 as Entry No. 13287479 in Book 10954 at Page 3287 of Official Records.

LESS AND EXCLUDING therefrom, that portion conveyed by that certain Boundary Line Agreement, being recorded June 2, 2020 as Entry No. 13287479 in Book 10954 at Page 3287 of Official Records.

PARCEL 7:

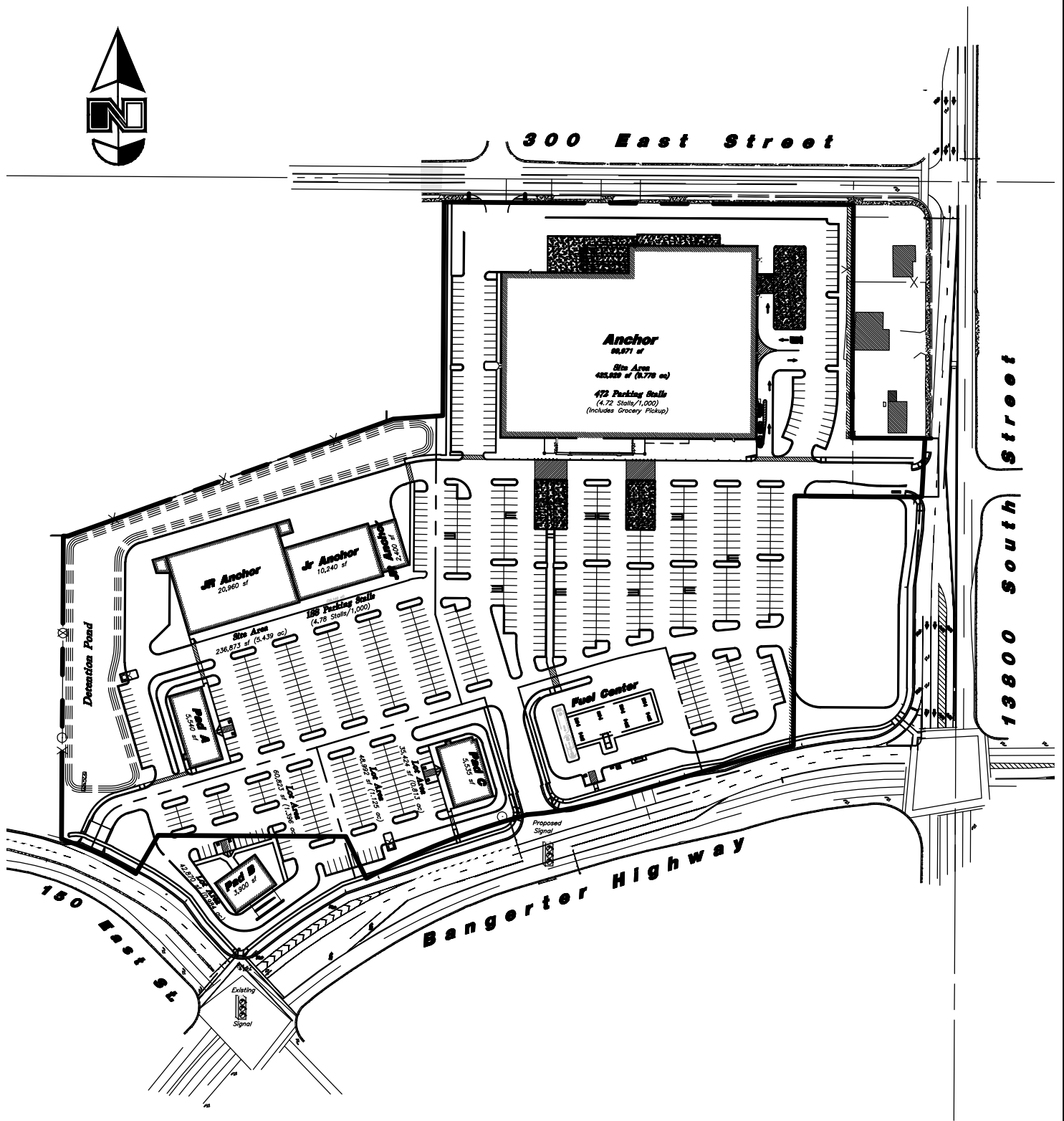
Commencing at the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said center of section lies South a distance of 8.94 feet and East a distance of 0.19 feet from an existing street monument in the intersection of 300 East and 13800 South Streets and running thence South 89°45'30" West along the east-west center quarter line a distance of 373.00 feet; thence North 00°14'30" West a distance of 40.52 feet to the sideline of 13800 South Street and the point of beginning for this description; thence South 89°33'08" West along

said sideline, a distance of 85.17 feet; thence North 00°14'30" West a distance of 94.79 feet; thence North 89°45'30" East a distance of 85.17 feet; thence South 00°14'30" East a distance of 94.48 feet to the point of beginning.

LESS AND EXCLUDING therefrom, that portion of land conveyed to Draper City by that certain Warranty Deed, being recorded December 13, 2016 as Entry No. 12432809 in Book 10510 at Page 3800 of official records. more particularly described as follows:

A parcel of land in fee for a roadway widening project known as Project No. F- 2044(10)0, being part of an entire tract of property, situate in the Southeast Quarter of the Northwest Quarter of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows:

Beginning at a point which is South 89°32'04" West 372.49 feet along a line between the monument in the intersection of 13800 South Street and 300 East Street and the east witness corner to the West Quarter corner of said Section 6 and North 00°27'56" West 33.00 feet from the monument in the intersection of 13800 south street and 300 east street (note: the true center of Section 6 bears South 01°52'54" East 8.86 feet from said monument) which point also being 27.35 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 114+40.61, and running thence South 89°33'08" West 85.68 feet to a point being 26.89 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 113+55.09; thence North 00°27'42" West 24.12 feet to a point being 51.01 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 113+54.95; thence South 87°20'08" East 85.71 feet to a point being 46.81 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 114+40.56; thence South 00°44'47" East 19.47 feet to the point of beginning.



Scale: 1" = 200'



Master Site Plan
1800 South & Bangor HWY
13800 South Bangor Highway
Draper, Utah

Sheet No.

Exhibit
"B"

Designed By: TW
Drafted By: AG
Client Name:
Smith's
Ex B - Mstr SP

03/11/2021 210

EXHIBIT 'C'

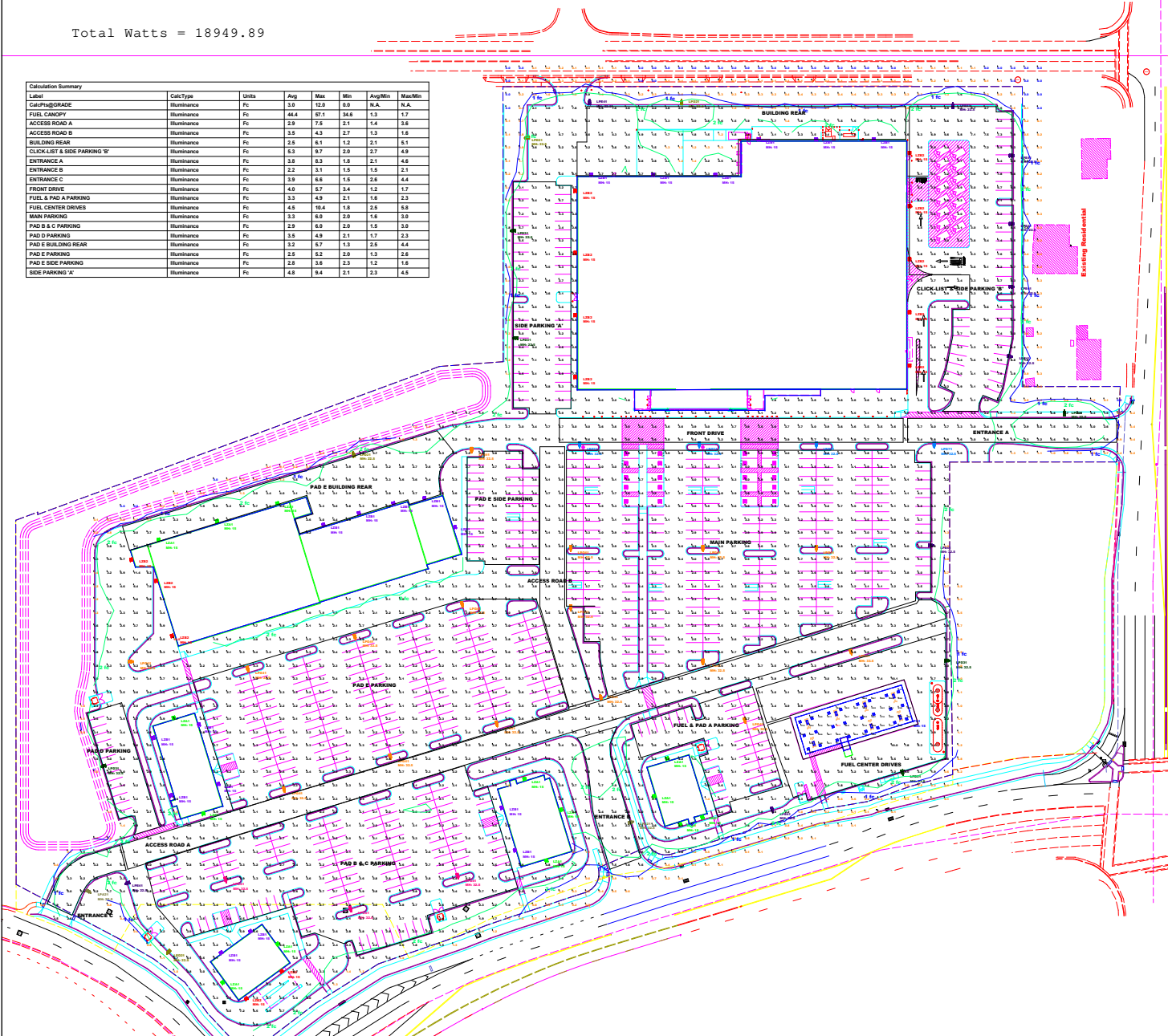
City to provide vested laws on the night of the agreement
approval for inclusion.

Symbol	Qty	Label	Arrangement	Lum. Watts	Total Watts	Lum. Lumens	LLF	Description	Mounting Height (including any base)
1	24	FC1	Single	168	2408	15920	0.941	GALN-SB20-740-VOL-T3-JX-HB5	22.5, 32.5
2	19	LP201	Single	147.6	289.2	21540	0.941	GALN-SB20-740-VOL-T3-JX-HB5	22.5, 32.5
3	4	LP201	Single	109.9	439.6	12427	0.941	GALN-SB20-740-VOL-T3-JX-HB5	22.5, 32.5
4	6	LP201	Single	216.1	1308.6	28333	0.941	GALN-SB20-740-VOL-T3-JX-HB5	22.5, 32.5
5	8	LP201	Single	201.6	1612.8	35099	0.941	GALN-SB20-740-VOL-T3-JX-HB5	22.5, 32.5
6	16	LP201	Single	201.6	3225.6	43944	0.941	GALN-SB20-740-VOL-T3-JX-HB5	22.5, 32.5
7	3	LP201	Single	364.9	1094.7	90909	0.941	GALN-SB20-740-VOL-T3-JX-HB5	22.5, 32.5
8	4	LP201	Single	512.8	2051.2	77448	0.941	GALN-SB20-740-VOL-T3-JX-HB5	22.5, 32.5
9	14	LZ201	Single	87.2	1220.8	8451	0.941	GWS-SAF-740-VOL-T3-JX-HB5	15
10	19	LZ201	Single	87.2	1220.8	8451	0.941	GWS-SAF-740-VOL-T3-JX-HB5	15
11	14	LZ201	Single	124.5	1743	15870	0.941	GWS-SAF-740-VOL-T3-JX-HB5	15

Total Watts = 18949.89

Label	CalcType	Units	Avg	Max	Min	AvgMin	MaxMin
CANOPY/DRIVE	FC	3.9	13.9	8.9	N/A	N/A	N/A
FUEL CANOPY	FC	44.4	57.1	34.8	1.3	1.7	1.7
ACCESS ROAD A	FC	2.9	7.5	2.1	1.4	3.6	3.6
ACCESS ROAD B	FC	3.5	4.3	2.7	1.3	1.4	1.4
BUILDING REAR	FC	2.5	6.1	1.2	2.1	5.1	5.1
CLICK-LIST & SIDE PARKING 'B'	FC	8.3	5.7	2.9	2.7	4.3	4.3
ENTRANCE A	FC	3.8	8.3	1.5	2.1	4.6	4.6
ENTRANCE B	FC	2.2	3.1	1.5	1.5	4.4	4.4
ENTRANCE C	FC	3.9	6.5	1.5	2.8	4.4	4.4
FRONT DRIVE	FC	4.0	5.7	3.4	1.2	1.7	1.7
FUEL & PAD A PARKING	FC	3.3	4.9	2.1	1.6	2.3	2.3
FUEL CENTER DRIVES	FC	4.5	10.4	1.8	2.8	5.8	5.8
MAIN PARKING	FC	3.3	6.9	2.9	1.8	3.0	3.0
PAD B & C PARKING	FC	2.9	6.8	2.8	1.5	3.0	3.0
PAD D PARKING	FC	3.5	4.9	2.1	1.7	2.3	2.3
PAD E BUILDING REAR	FC	3.2	5.7	1.3	2.5	4.4	4.4
PAD F PARKING	FC	2.5	5.2	2.9	1.3	2.6	2.6
PAD E SIDE PARKING	FC	2.8	3.8	2.3	1.2	1.6	1.6
SIDE PARKING 'X'	FC	4.8	5.4	2.1	2.3	4.5	4.5

EXHIBIT D



Luminaire	Label	X	Y	Z	Orient	TM
1	FC1	893.636	338.548	15	17	0
2	FC1	888.314	373.847	15	17	0
3	FC1	902.982	387.748	15	17	0
4	FC1	907.334	382.441	15	17	0
5	FC1	911.702	377.514	15	17	0
6	FC1	916.38	381.839	15	17	0
7	FC1	926.15	392.288	15	17	0
8	FC1	930.828	382.858	15	17	0
9	FC1	935.506	387.887	15	17	0
10	FC1	939.839	402.382	15	17	0
11	FC1	944.216	397.861	15	17	0
12	FC1	948.594	371.79	15	17	0
13	FC1	955.865	406.228	15	17	0
14	FC1	963.343	392.828	15	17	0
15	FC1	968.351	377.837	15	17	0
16	FC1	972.093	413.322	15	17	0
17	FC1	976.731	387.821	15	17	0
18	FC1	981.459	381.721	15	17	0
19	FC1	981.179	418.717	15	17	0
20	FC1	985.887	402.889	15	17	0
21	FC1	1000.635	387.868	15	17	0
22	FC1	1004.987	422.263	15	17	0
23	FC1	1009.245	406.982	15	17	0
24	FC1	1013.923	381.881	15	17	0
25	LP201	705	276	32.5	197.199	0
26	LP201	85	196	22.5	152.876	0
27	LP201	883	1048	22.5	0	0
28	LP201	179	127	22.5	46	0
29	LP201	389	893	22.5	187.193	0
30	LP201	789	1091	22.5	279	0
31	LP201	1082	458	32.5	180	0
32	LP201	165	338	32.5	14.931	0
33	LP201	867	843	32.5	0	0
34	LP201	870	822	32.5	0	0
35	LP201	1010	329	32.5	106.828	0
36	LP201	1192	749	22.5	279	0
37	LP201	1086	1087	22.5	279	0
38	LP201	1133	801	22.5	168.895	0
39	LP201	1135	1028	22.5	180	0
40	LP201	1135	809	22.5	180	0
41	LP201	1135	809	22.5	180	0
42	LP201	132	206	22.5	14.936	0
43	LP201	883	287	32.5	106.828	0
44	LP201	1044	858	32.5	0	0
45	LP201	688	1091	22.5	279	0
46	LP201	512	582	32.5	90	0
47	LP201	794	582	32.5	90	0
48	LP201	784	654	32.5	90	0
49	LP201	635	582	32.5	90	0
50	LP201	635	515	32.5	90	0
51	LP201	688	419	32.5	288.144	0
52	LP201	982	485	32.5	197.869	0
53	LP201	813	519	32.5	106.144	0
54	LP201	392	482	32.5	106.144	0
55	LP201	271	448	32.5	106.144	0
56	LP201	682	384	32.5	106.144	0
57	LP201	432	347	32.5	106.144	0
58	LP201	312	310	32.5	106.144	0
59	LP201	823	893	32.5	90	0
60	LP201	441	457	32.5	183.576	0
61	LP201	832	388	32.5	106.39	0
62	LP201	387	175	32.5	106.144	0
63	LP201	888	212	32.5	106.144	0
64	LP201	246	208	32.5	106.144	0
65	LP201	789	699	32.5	90	0
66	LP201	813	698	32.5	90	0
67	LP201	645	698	32.5	90	0
68	LP201	1045	899	32.5	90	0
69	LZ201	744	148	15	189.63	0
70	LZ201	789	274	15	287.65	0
71	LZ201	730	305	15	189.435	0
72	LZ201	623	289	15	189.63	0
73	LZ201	607	333	15	287.65	0
74	LZ201	683	333	15	105.63	0
75	LZ201	783	282	15	287.65	0
76	LZ201	203	137	15	38.538	0
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81	LZ201	238	614	15	105.44	0
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83	LZ201	274	151	15	126.87	0
84	LZ201	341	127	15	126.87	0
85	LZ201	789	1055	15	90	0
86	LZ201	728	1055	15	90	0
87	LZ201	689	1055	15	90	0
88	LZ201	189	208	15	199.179	0
89	LZ201	603	608	15	18.435	0
90	LZ201	165	371	15	199.179	0
91	LZ201	588	282	15	197.745	0
92	LZ201	673	244	15	197.745	0
93	LZ201	214	385	15	17.879	0
94	LZ201	236	318	15	17.879	0
95	LZ201	586	610	15	195.44	0
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102	LZ201	905	105	15	303.69	0
103	LZ201	268	77	15	303.69	0
104	LZ201	140	872	15	194.036	0
105	LZ201	1016	1031	15	0	0
106	LZ201	1016	871	15	0	0
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110	LZ201	641	888	15	180	0
111	LZ201	641	918	15	180	0
112	LZ201	641	948	15	180	0
113	LZ201	641	776	15	180	0
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Total Quantity: 116

COOPER
Lighting Solutions

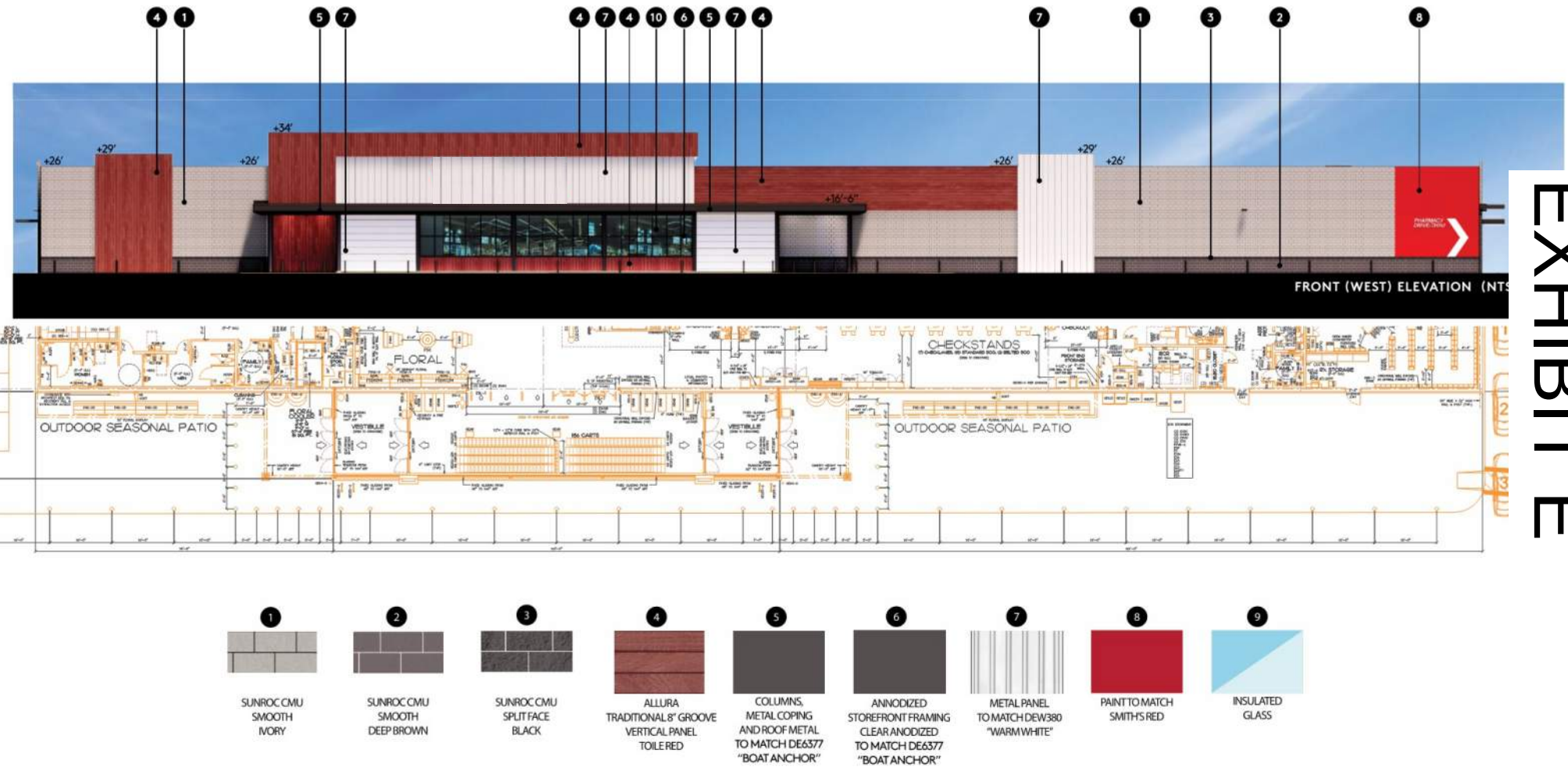
Project Name:
KROGER 706 SM
Draper, UT

Drawn By:
AA
Date:
1/7/2026
Scale:
1" = 40'
Project No:
2501435.AGI

Applications Engineering
1121 Highway 74 South
Peachtree City, GA 30099
tel: 770-486-450x
fax: 770-486-4599
e-mail: info@cooperlighting.com
www.cooperlighting.com

We make no representation as to the completeness, currency or accuracy because of reasons inherent to CAD and the additional digital data used to produce a lighting application. The user of this data takes full responsibility for the accuracy and completeness of all measurements, area, dimensions or other data extracted from this file. This application is for informational purposes only and is not to be used for construction or other applications. The user of this data takes full responsibility for the accuracy and completeness of all measurements, area, dimensions or other data extracted from this file. This application is for informational purposes only and is not to be used for construction or other applications. The user of this data takes full responsibility for the accuracy and completeness of all measurements, area, dimensions or other data extracted from this file. This application is for informational purposes only and is not to be used for construction or other applications. 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The user of this data takes full responsibility for the accuracy and completeness of all measurements, area, dimensions or other data extracted from this file. This application is for informational purposes only and is not to be used for construction or other applications. The user of this data takes full responsibility for the accuracy and completeness of all measurements, area, dimensions or other data extracted from this file. This application is for informational purposes only and is not to be used for construction or other applications. The user of this data takes full responsibility for the accuracy and completeness of all measurements, area, dimensions or other data extracted from this file. This application is for informational purposes only and is not to be used for construction or other applications. The user of this data takes full

EXHIBIT E



FRONT ELEVATION AND PARTIAL PLAN - STORE WIDTH 372'-8"

rdc. | SMITH'S - DRAPER, UT

v 2.18.2026 STORE #232: 99K SF



EXHIBIT E

OVERALL VIEW AND ELEVATION WITH DIMENSIONS

v 2.18.2026 STORE #232: 99K SF



EXHIBIT E

rdc. | SMITH'S - DRAPER, UT

LEFT (NORTH) ENTRY
v 2.18.2026 STORE #232: 99K SF



EXHIBIT E

rdc. | SMITH'S - DRAPER, UT

RIGHT (SOUTH) ENTRY
v 2.18.2026 STORE #232: 99K SF



EXHIBIT E

rdc. | SMITH'S - DRAPER, UT

LEFT (NORTH) ENTRY - NIGHT
v 2.18.2026 STORE #232: 99K SF



EXHIBIT E

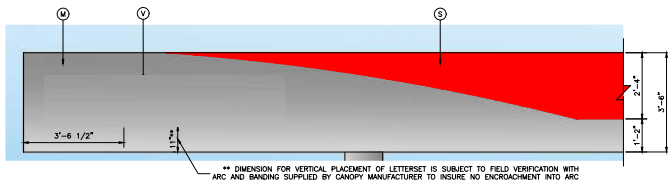


EXHIBIT E

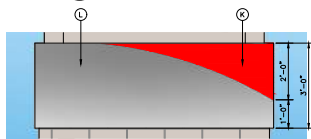
rdc | SMITH'S - DRAPER, UT

RIGHT SIDE AERIAL VIEW - NIGHT

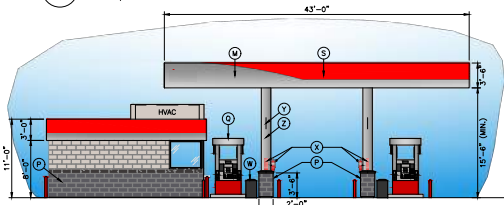
v 2.18.2026 STORE #232: 99K SF 14



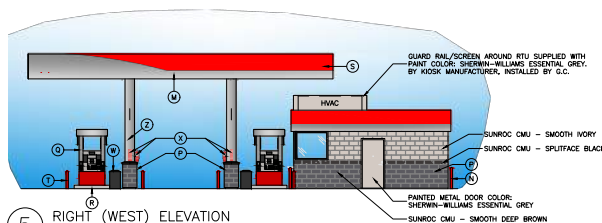
1 CANOPY GRAPHICS
SCALE: 1/2"=1'-0"



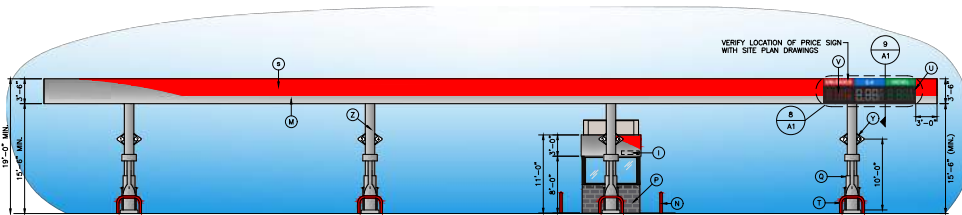
2 KIOSK GRAPHICS
SCALE: 1/2"=1'-0"



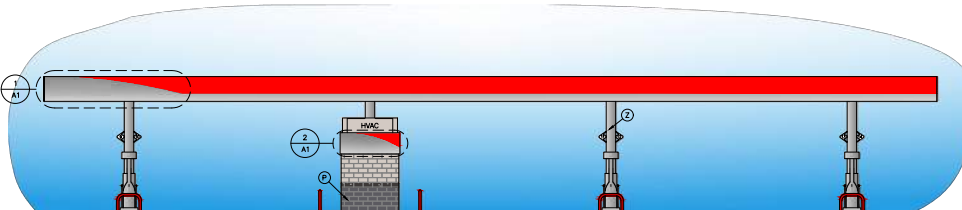
4 LEFT (EAST) ELEVATION
SCALE: 1/8"=1'-0"



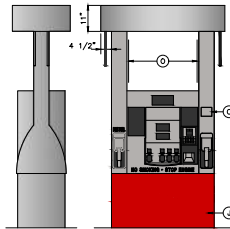
5 RIGHT (WEST) ELEVATION
SCALE: 1/8"=1'-0"



6 FRONT (NORTH) ELEVATION
SCALE: 1/8"=1'-0"



7 REAR (SOUTH) ELEVATION
SCALE: 1/8"=1'-0"



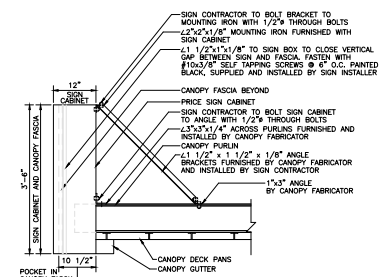
3 DISPENSER ELEVATION
SCALE: 1/2"=1'-0"

EQUIPMENT SCHEDULE

ITEM	DESCRIPTION	COLOR	MANUFACTURER	MODEL	FURNISHED BY	INSTALLED BY
A	NOT USED					
B	NOT USED					
C	STATIC WARNING DECAL		WAYNE		DISPENSER MANUFACTURER	DISPENSER MANUFACTURER
D	NOT USED					
E	NOT USED					
F	NOT USED					
G	NOT USED					
H	NOT USED					
I	PRE-CUT BLACK VINYL ADDRESS DECALS FOR LOCAL AUTHORITY SPECIFICATIONS, IF REQUIRED				GENERAL CONTRACTOR	GENERAL CONTRACTOR
J	DISPENSER DOOR GRAPHICS	RED WITH WHITE LETTERS	WAYNE		DISPENSER MANUFACTURER	DISPENSER MANUFACTURER
K	KIOSK FASCIA	RED			KIOSK FABRICATOR	KIOSK FABRICATOR
L	KIOSK FASCIA	PLATINUM			KIOSK FABRICATOR	KIOSK FABRICATOR
M	CANOPY FASCIA	PLATINUM			CANOPY FABRICATOR	CANOPY FABRICATOR
N	6" DIAMETER BOLLARD - G.C. TO PAINT	SAFETY RED			GENERAL CONTRACTOR	GENERAL CONTRACTOR
O	HEALTH AND SAFETY DECALS		WAYNE		DISPENSER MANUFACTURER	GENERAL CONTRACTOR
P	KIOSK (WALL) COLUMN BASE	SUNROC CMU	WAYNE		GENERAL CONTRACTOR	GENERAL CONTRACTOR
Q	DISPENSER		RIVERSIDE		OWNER	GENERAL CONTRACTOR
R	ISLAND FORMS	RED			OWNER	GENERAL CONTRACTOR
S	CANOPY FASCIA	RED			CANOPY FABRICATOR	CANOPY FABRICATOR
T	U-SHAPED BOLLARD - G.C. TO PAINT	SAFETY RED	OPW		OWNER	GENERAL CONTRACTOR
U	PRICE SIGN, SEE DETAIL B, THIS SHEET		LANDMARK SIGN ALLIANCE		OWNER	SIGN INSTALLER
V	ILLUMINATED CHANNEL LETTERS		DUALITE		OWNER	SIGN INSTALLER
W	WASTE RECEPTACLE/WINDSHIELD SERVICE CENTER		DCI MARKETING		OWNER	GENERAL CONTRACTOR
X	FIRE EXTINGUISHER / SIGN AT 7 DISPENSERS LOCATION	RED	AMEREX ABC 5 LB	2A10B-C	OWNER	GENERAL CONTRACTOR
Y	PUMP NUMBER FLAG				CANOPY FABRICATOR	GENERAL CONTRACTOR
Z	CANOPY COLUMNS - G.C. TO PAINT	SHERWIN-WILLIAMS ESSENTIAL GREY			GENERAL CONTRACTOR	GENERAL CONTRACTOR



8 CANOPY PRICE SIGN GRAPHICS
SCALE: 1/2"=1'-0"



9 SECTION AT CANOPY SIGN
NOT TO SCALE

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NOTE TO CONTRACTOR:
THIS SET OF DRAWINGS AND DOCUMENTS IS INTENDED AS A SET OF GUIDELINES FOR THE PROJECT AND ARE INTENDED TO BE USED IN CONJUNCTION WITH A SET OF CONSTRUCTION SPECIFICATIONS TO BE SUPPLIED BY OWNER. THEY MUST BE READ TO INCORPORATE ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES INCLUDING FEDERAL, AIA, REQUIREMENTS. THIS SET ASSUMES THAT THERE ARE NO UNUSUAL SOIL CONDITIONS OR WIND LOADS. THE FAILURE OF THIS CONDITION MAY REQUIRE SIGNIFICANT CHANGES TO THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONFORM TO ALL APPLICABLE CODES AND TO INFORM THE OWNER/ARCHITECTS OF ANY QUESTIONS OR CLARIFICATIONS WHICH ARE DESIRED. CONTRACTORS SHALL ALSO VISIT THE SITE BEFORE BIDDING. CONTRACTORS ARE REQUIRED TO KNOW ALL OBSERVABLE CONDITIONS AND APPLICABLE CODES.



REVISIONS

NO.	DESCRIPTION	DATE
-----	-------------	------

Project #:	F2332
Designed By:	EM/TW
Drawn By:	DC
Checked By:	
Date:	16 MARCH, 2026
Scale:	1/8"=1'-0"
Desk File:	SM2332 7MPD Drawings
Model:	7MPD(MASONRY)
Address:	13800 South Bangor Highway Draper, Utah

EXTERIOR ELEVATIONS AND SIGNAGE

Drawing No.:

EXHIBIT F

#232
Draper, Utah

EXHIBIT F

clarity design group
architecture planning interiors
4141 south highland dr. ste 305
holaday, utah 84124
t. 385.247.8570

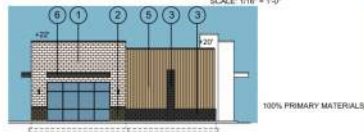


**DRAPER
RETAIL**
13700 SOUTH
BANGERTE HWY
DRAPER, UT

SCHEMATIC
FLOOR PLAN AND
ELEVATIONS
PAD A, B



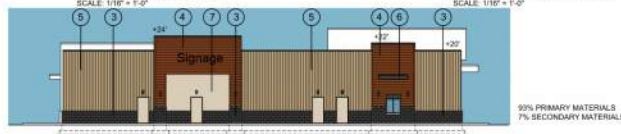
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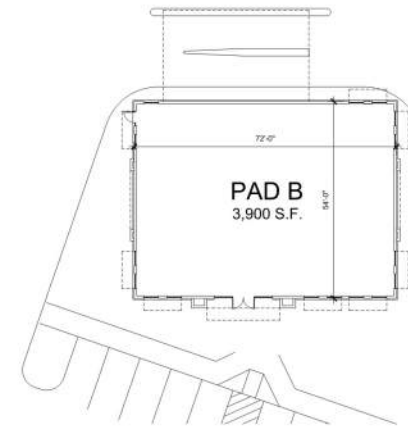
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SCALE: 1/16" = 1'-0"



SCALE: 1/16" = 1'-0"



SCALE: 1/16" = 1'



SCALE: 1/16" = 1'-0"



SCALE: 1/16" = 1'



SCALE: 1/16" = 1'



SUNROC CMU
SMOOTH
IVORY



SUNROC CMU
SMOOTH
DEEP BROWN



SUNROC CMU
SPLIT FACE
BLACK



ALLURA
TRAD. 8" GROOVE
TOILE RED



ALLURA
TRAD. 8" GROOVE
VIRTUAL TAUPE



METAL COPING
MBCI
DARK BRONZE

EIFS
DRYVIT PLUS
ALABASTER

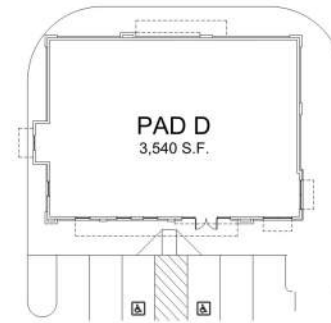
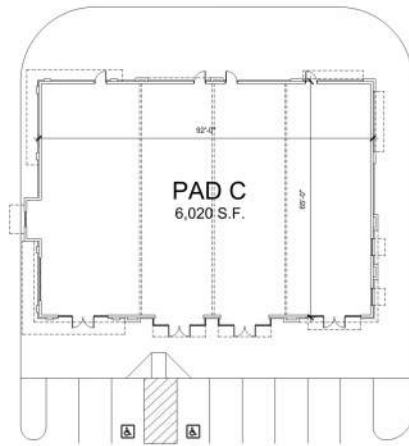


STOREFRONT
US ALUMINUM
DARK BRONZE



INSULATED GLASS
LOW E
CLEAR

EXHIBIT G



NORTH ELEVATION - PAD C

SCALE: 1/16" = 1'-0"



SOUTH ELEVATION - PAD D

SCALE: 1/16" = 1'-0"



WEST ELEVATION - PAD C

SCALE: 1/16" = 1'-0"



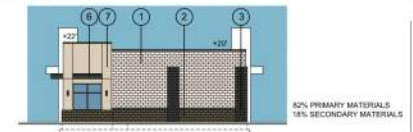
EAST ELEVATION - PAD C

SCALE: 1/16" = 1'-0"



WEST ELEVATION - PAD D

SCALE: 1/16" = 1'-0"



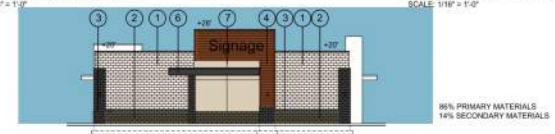
EAST ELEVATION - PAD D

SCALE: 1/16" = 1'-0"



SOUTH ELEVATION - PAD C

SCALE: 1/16" = 1'-0"



NORTH ELEVATION - PAD D

SCALE: 1/16" = 1'-0"

1 PRIMARY



SUNROC CMU
SMOOTH
IVORY

2 PRIMARY



SUNROC CMU
SMOOTH
DEEP BROWN

3 PRIMARY



SUNROC CMU
SPLIT FACE
BLACK

4 PRIMARY



ALLURA
TRAD. 8" GROOVE
TOILE RED

5 PRIMARY



ALLURA
TRAD. 8" GROOVE
VIRTUAL TAUPE

6 PRIMARY



METAL COPING
MBCI
DARK BRONZE

7 SECONDARY



EIFS
DRYVIT PLUS
ALABASTER

8



STOREFRONT
US ALUMINUM
DARK BRONZE

9



INSULATED GLASS
LOW E
CLEAR

clarity design group
architecture planning interiors
4141 south highland dr. ste 305
holaday, utah 84124
t. 801-247-8570



consultants

**DRAPER
RETAIL**

13700 SOUTH
BANGERTE HWY
DRAPER, UT

PROJECT NO.:
DRAWN BY: TA
CHECKED BY: TA

ISSUE DATE:		09/13/24
REVISION	DATE	DESCRIPTION
-	-	-

SHEET TITLE

**SCHEMATIC
FLOOR PLAN AND
ELEVATIONS
PAD C, D**

A2.1

EXHIBIT G

clarity design group
architecture planning interiors
4141 south highland dr., ste 305
holladay, utah 84124
t. 985-247-8570



consultants

DRAPER
RETAIL
13700 SOUTH
BANGERTE HWY
DRAPER, UT

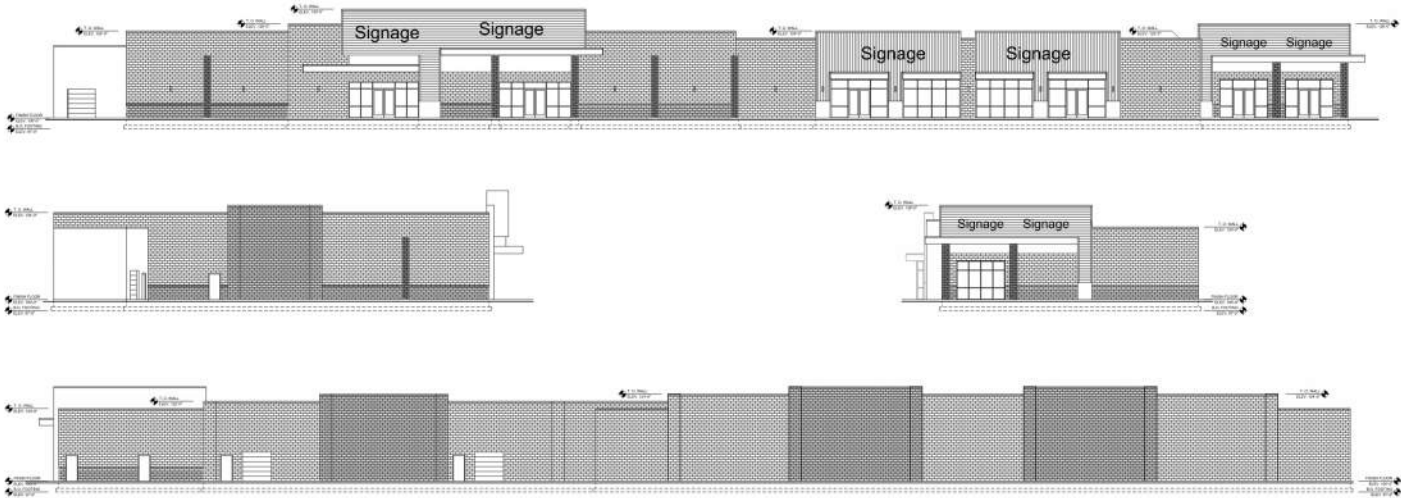
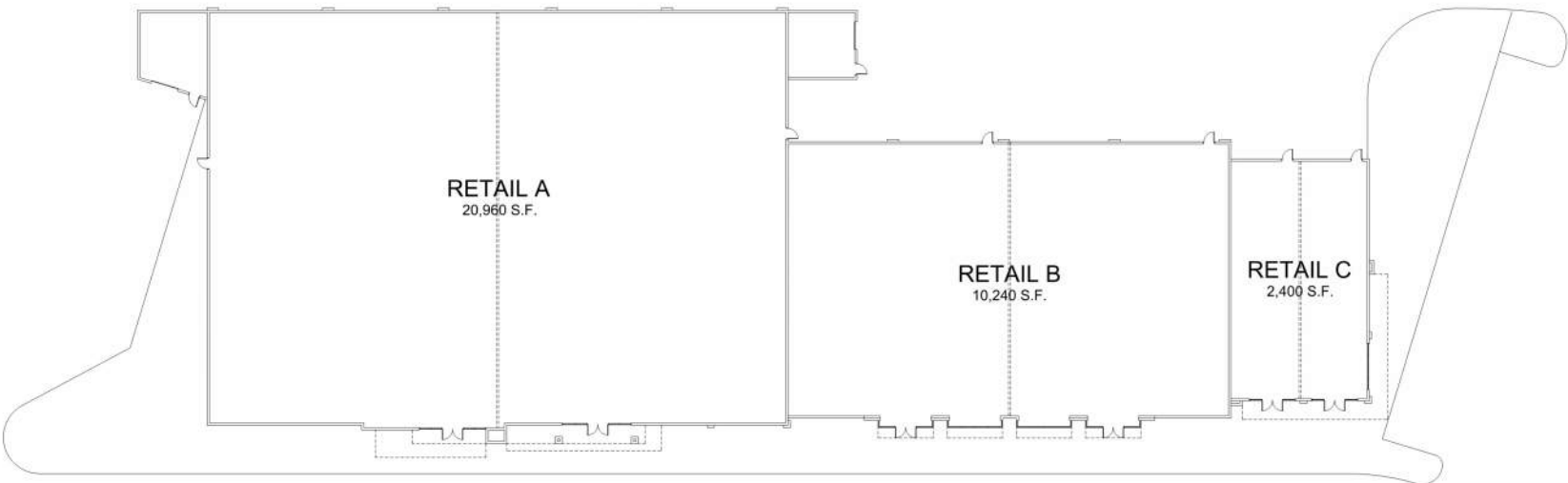
PROJECT NO: TA
DRAWN BY: TA
CHECKED BY: TA

ISSUE DATE: 09/13/24		
REVISION	DATE	DESCRIPTION

SHEET TITLE

SCHEMATIC
FLOOR PLAN AND
ELEVATIONS

A2.1



Draper, Utah

Shrub Area: Shrub Areas Shall Consist of Groupings of Shrubs, Colorful Perennials, Ornamental Grasses and Trees. All Shrub Areas Shall Have Wood Barrier with a Mixture of Decorative Stone. Decorative Landscape Boulders (3'-4' in Diameter) Shall be Incorporated into Shrub Areas in Groupings. See Below for Potential Plant Material to be Used.

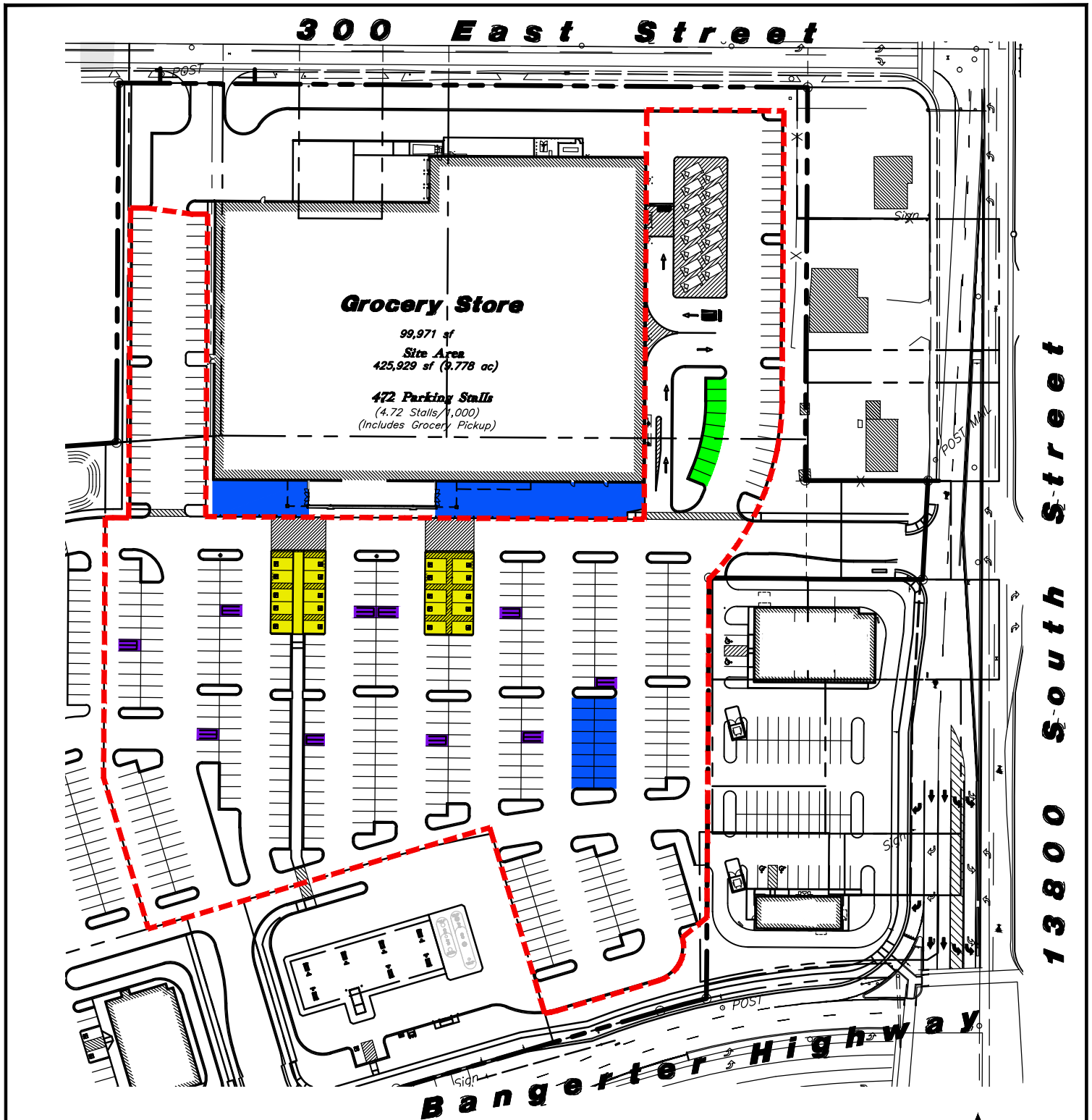
- | | |
|---|--|
|  | City Detention Pond with Wood Barrier and Decorative Stone; No Plants or Trees Shall be Planted in Pond Area |
|  | Street Tree |
|  | Parking Lot Tree |
|  | Site Tree |
|  | Screening Evergreen Tree |

ADDITIONAL INFO

[illegible]

REMARKS
From a Local Source





Outdoor Sales & Display

#232 Store

13800 South Bangerter Highway
 Draper, Utah

EX I

Sheet No.

Designed By: TW

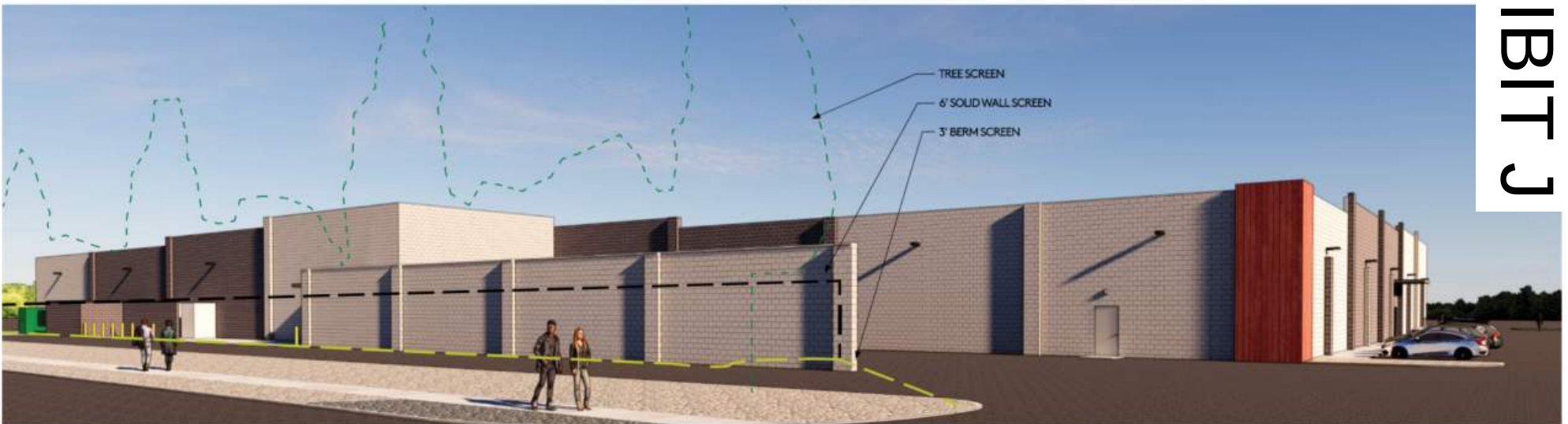
Drafted By: GM

Client Name:
 Smith's Food &
 Drug Stores Inc.

Mar 16, 2025



EXHIBIT J



REAR ELEVATION STREET LEVEL SCREENING

STORE #232: 99K SF



EXHIBIT 'J'

rdc. | SMITH'S - DRAPER, UT

VIEW FROM BROWN FARM LN
STORE #232: 99K SF



EXHIBIT 'J'

rdc. | SMITH'S - DRAPER, UT

VIEW FROM BROWN FARM LN - NIGHT

STORE #232: 99K SF 10

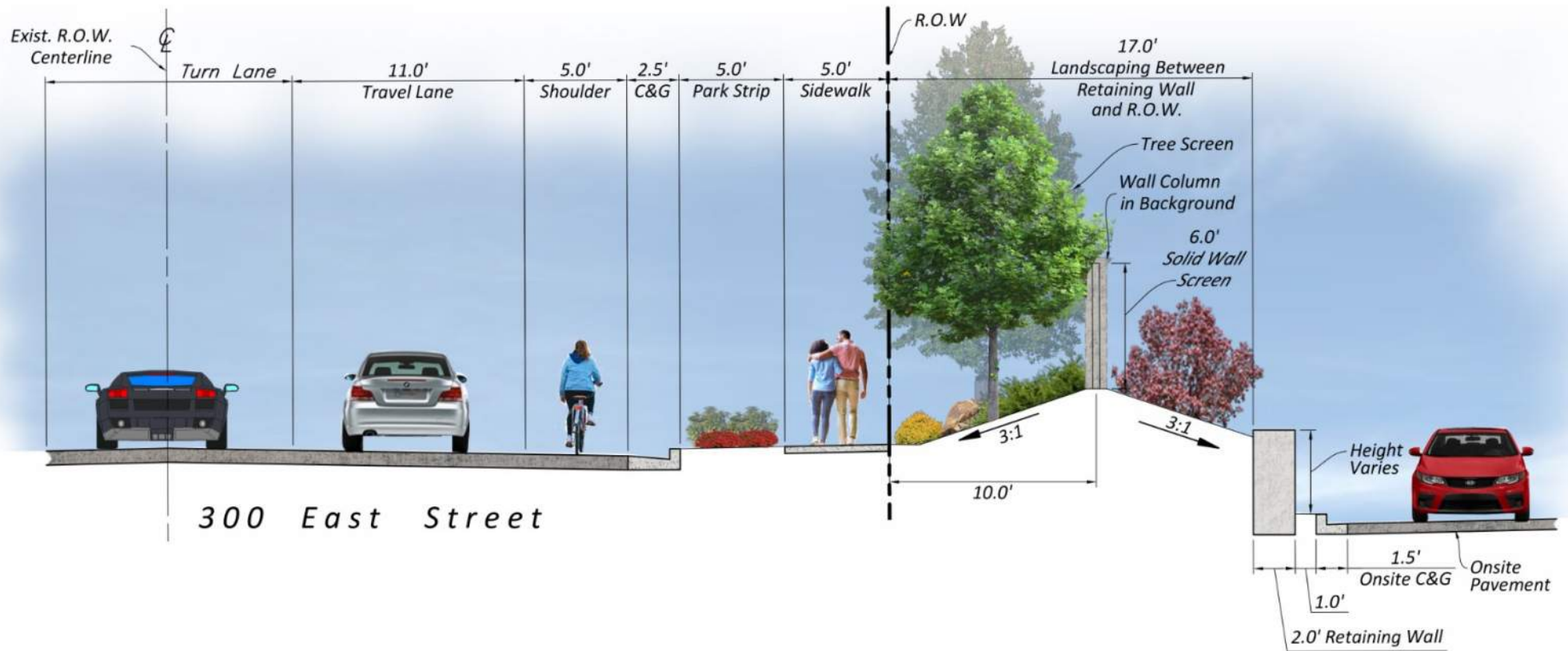


EXHIBIT 'K'

Exhibit "L"

Land Use Buffer Plan

Proposed 8' Concrete
Post & Panel Wall

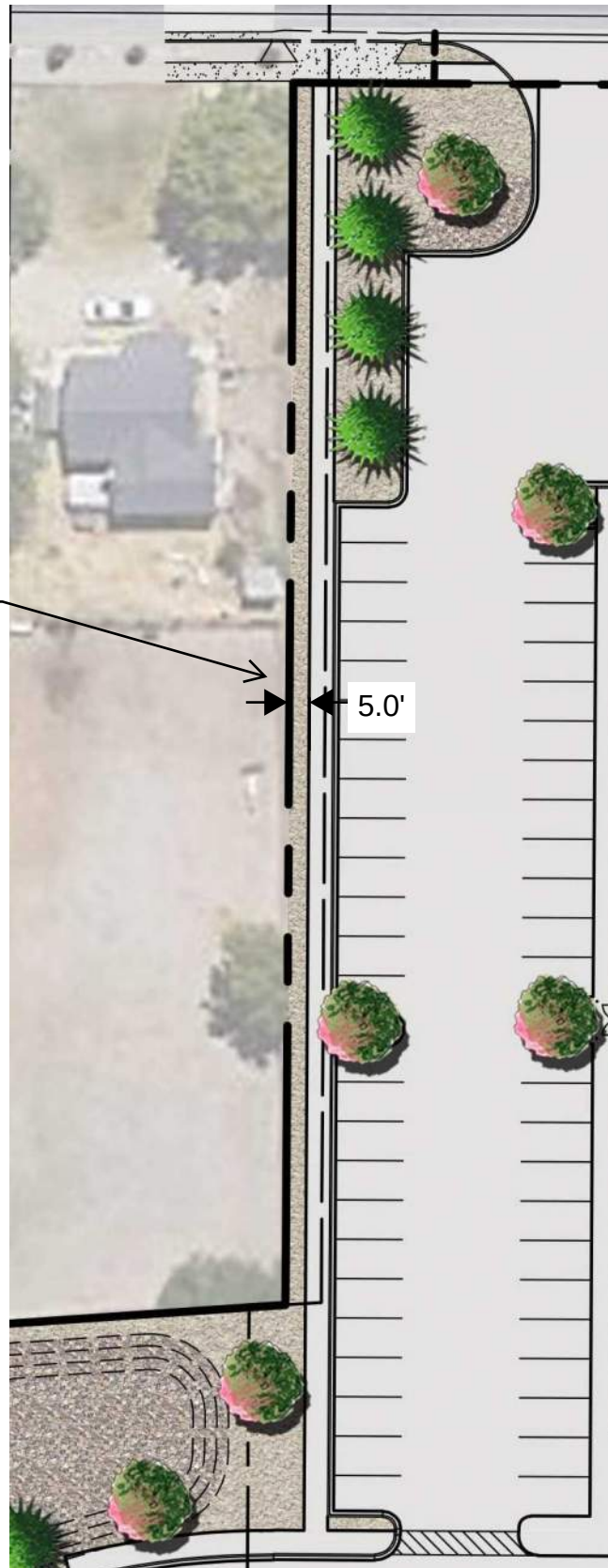


Exhibit "L"

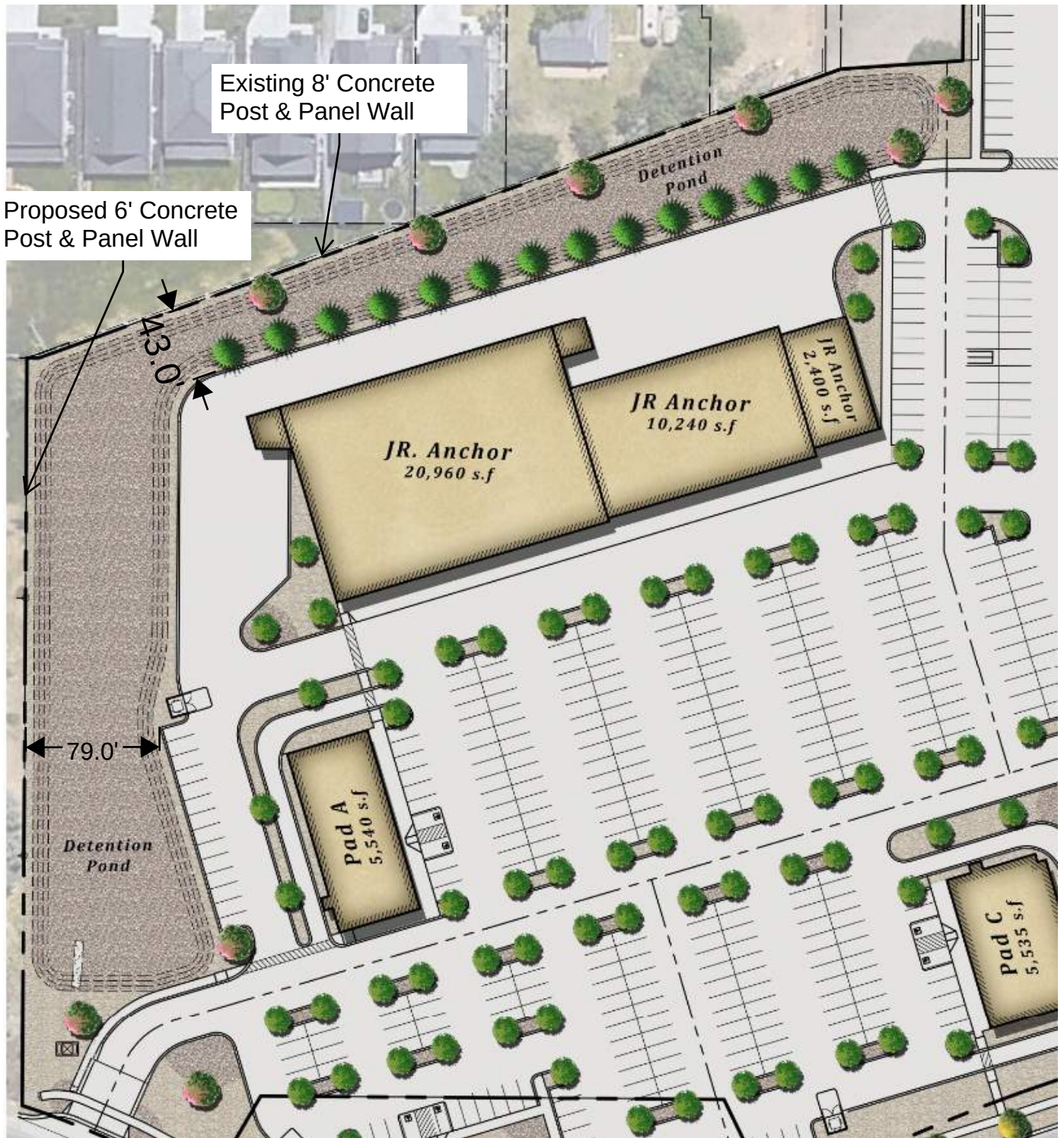


Exhibit "L"

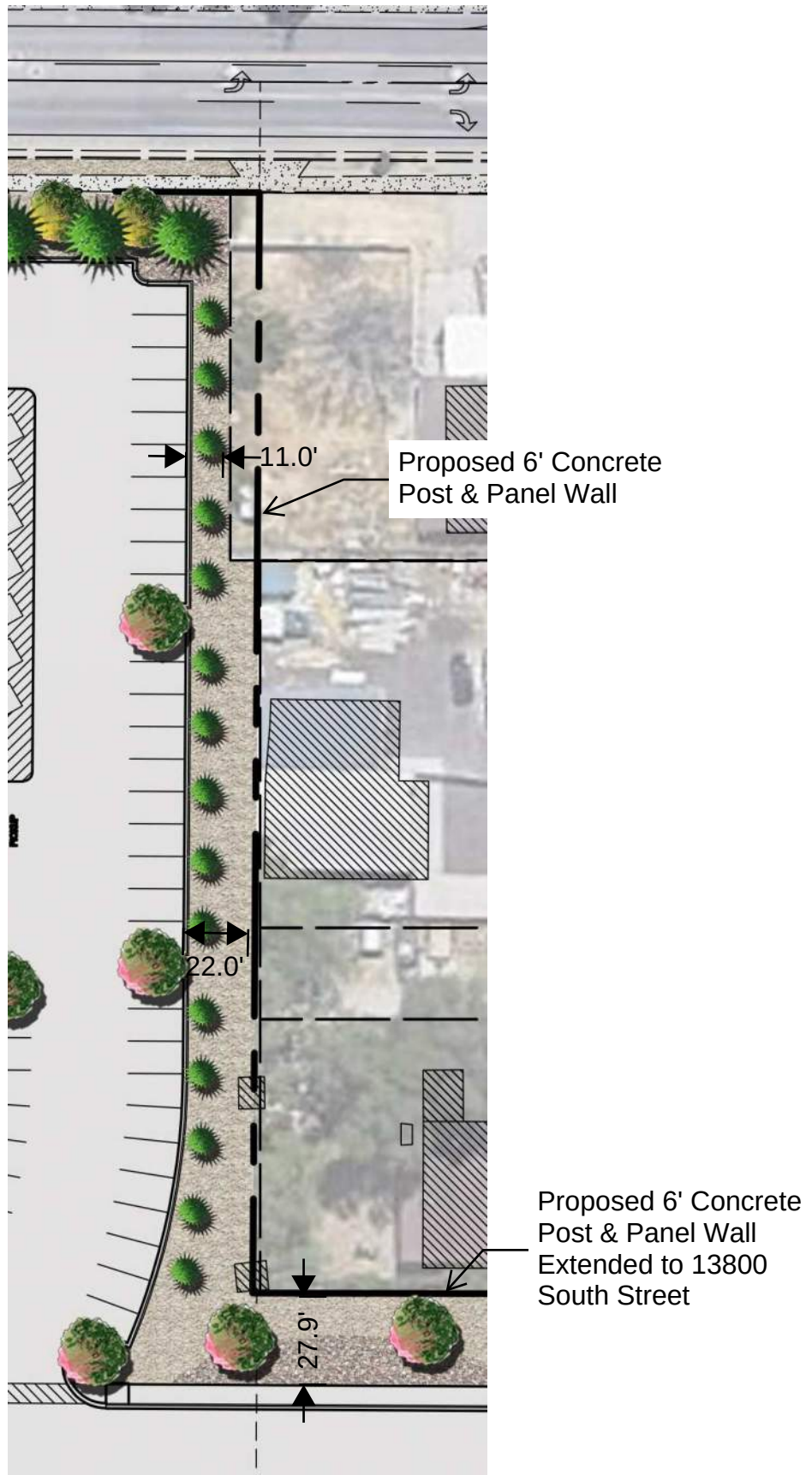
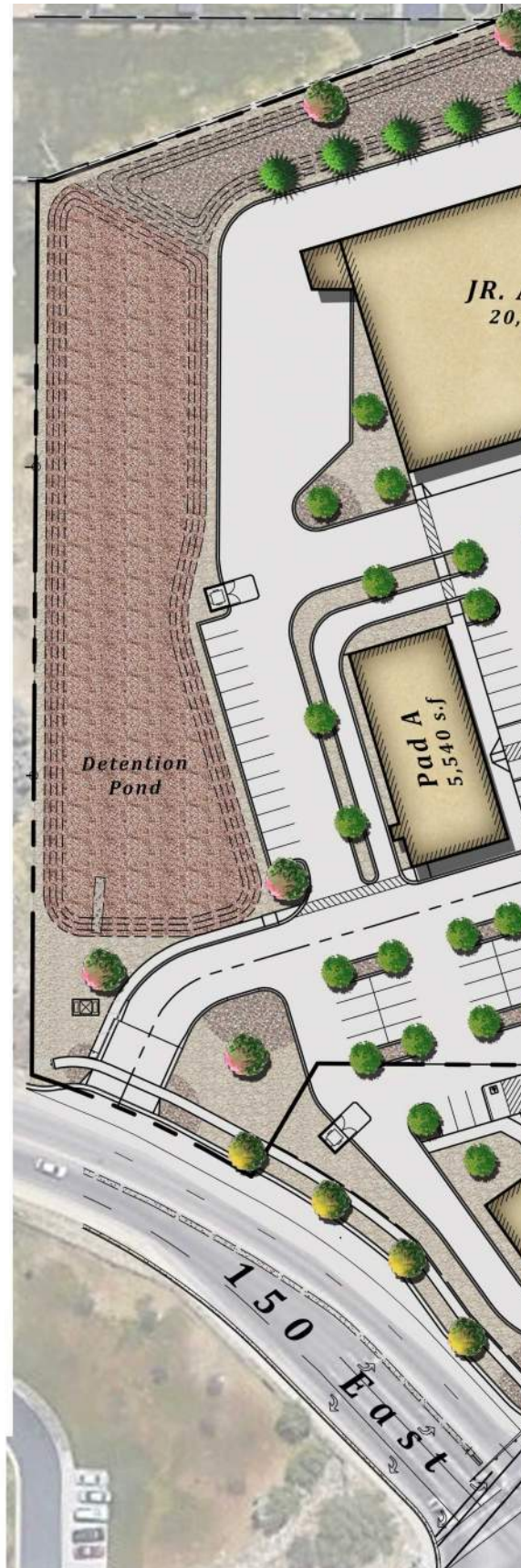


EXHIBIT 'M'



City Detention Pond with Weed Barrier and Decorative Stone; No Plants or Trees Shall be Planted in Pond Area



300 EAST STREET

E

Retail
Anchor 1



NORTH

EXHIBIT 'N'

CONFIRM SIGN
TYPES &
LOCATIONS

13800 SOUTH STREET

A



25 Ft Pylon Sign

C



(2) Monument Signs W/ Fuel

D



E



5 Ft Directional Sign

F



Stand Alone Fuel Sign

BANGERTE HIGHWAY

A

F

D

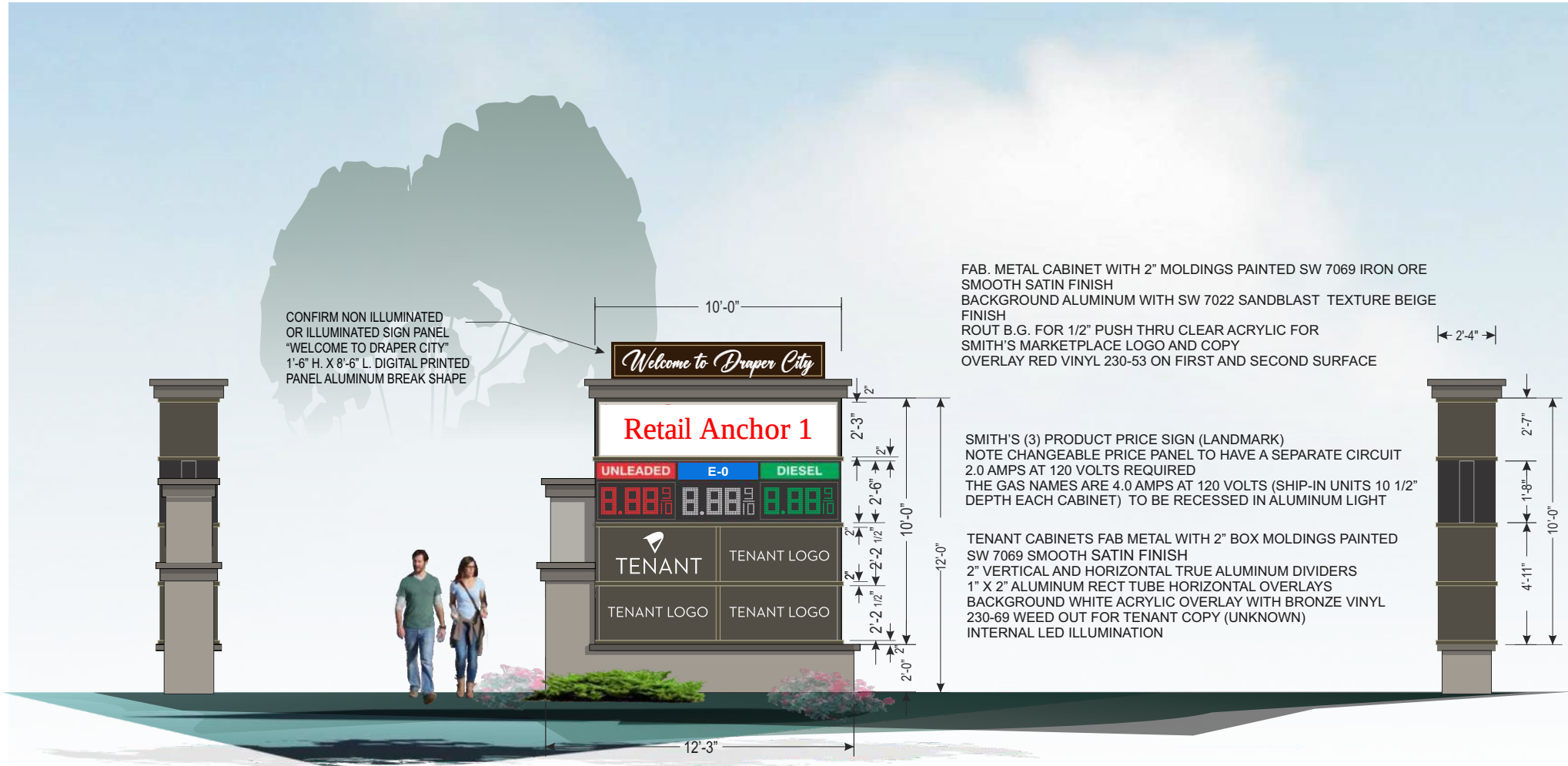
150 EAST STREET



A 25 FT Monument Sign (3) Tenant
SCALE: 3/8"=1'-0"

C

EXHIBIT 'N'



TOTAL: 12.0 AMPS AT 120 VOLTS (LED PRICE CHANGER 4.0 AMPS AT 120 VOLTS SEPARATE CIRCUITED REQUIRED)

EXHIBIT 'N'



DOUBLE FACE ILLUMINATED DIRECTIONAL SIGN

SCALE: 1" = 1'-0"

EXHIBIT 'N'

NIGHT VIEW SIMULATION



F 10 FT Tenant Sign
SCALE: 3/8"=1'-0"

EXHIBIT 'N'