



**The City of West Jordan
Committee of the Whole Meeting
July 28, 2026**

[VIEW THE MEETING](#)

8000 S Redwood Road, 3rd Floor
West Jordan, UT 84088

Welcome to Committee of the Whole meeting!

While the Council encourages in-person attendance, you may attend virtually by using the links in the top right corner.

West Jordan Public Meeting Rules

To view meeting materials for any agenda item, click the item title to expand it, then select the view icon to access attachments, or visit <https://westjordan.primegov.com/public/portal>

Work Session 4:00 pm

1. Call to Order

2. Discussion Topics

- a. Discussion of Sponsoring a Jackalope Block Party Event to be Held in August 2027 at Ron Wood Park
- b. Discussion of Harper Master Planned Community and Oneleven Phase 2 Rezones, Future Land Use Map Amendments, and Master Development Agreements
- c. Discussion of the Senna Hills Rezone Request for Approximately 86.14 Acres Adding the Interchange Overlay Zone (IOZ)
- d. Discussion of the 5490 West Barber Estates Rezone (RR-1D to the R-1-12) Zone and Roadway Improvement Requirements

3. Administrative Items

Topics not included on the agenda, brought up for discussion to address matters of importance or items needing prompt attention. Final action on these topics will not be taken at this meeting.

4. Adjourn

Please note that at the conclusion of this meeting, the Council will convene for its Regular Council meeting.

Upcoming Meetings

- Tuesday, July 28, 2026 – Committee of the Whole (4:00p) – Regular City Council (7:00p)

- Tuesday, August 11, 2026 – Truth in Taxation (6:00p) – Fairway Estates Truth in Taxation (7:15p)
- Tuesday, August 25, 2026 – Committee of the Whole (4:00p) – Regular City Council (7:00p)

Certificate of Posting

I certify that the foregoing agenda was posted at the principal office of the public body, on the Utah Public Notice website, on West Jordan City's website, and notification was sent to the Salt Lake Tribune and Valley Journal.

Posted and dated July 23, 2026

Cindy M. Quick, MMC, Council Office Clerk



REQUEST FOR COUNCIL ACTION

Action: Request Feedback from Council

Meeting Date Requested : 07/28/2026

Presenter: Korban Lee, City Administrator

Deadline of item : 07/28/2026

Applicant: Jackalope Festival, City Administration

Department Sponsor: Administration

Agenda Type: Discussion Topics

Presentation Time: 20 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Discussion of Sponsoring a Jackalope Block Party Event to be Held in August 2027 at Ron Wood Park

2. EXECUTIVE SUMMARY

City Administration is seeking Council direction on a proposed sponsorship of the Jackalope Block Party. The City would pay for a sponsorship of the event, in partnership with Sports Salt Lake, and would make use of the venue at Ron Wood Park and the West Jordan Wheels Park for the event. The City and Sports Salt Lake would also provide event support and other value in-kind. In exchange, Tribu, the parent company of the Jackalope Festival, would agree to bring a Jackalope Block Party event to West Jordan. This event would include action sport contests and demos, including vert skateboarding, street skateboarding, and BMX freestyle. The event would also include vendors, music, and other festival activations. It is anticipated that this event would pair with the proposed City "Beet Days" event at Ron Wood Park which includes food vendors, community activities, and a carnival.

3. TIME SENSITIVITY / URGENCY

Urgent. The team putting on the Jackalope Festival need to know by the end of July whether the City of West Jordan is committing to the August 2027 event. If it is approved by the City of West Jordan, it will be announced at the Jackalope event in Montreal in September 2026.

4. FISCAL NOTE

The sponsorship of the Jackalope Festival includes a \$175,000 sponsorship payment from the City of West Jordan, as well as value-in-kind commitments during the event.

5. PLANNING COMMISSION RECOMMENDATION

N/A

6. STAFF ANALYSIS

7. MAYOR RECOMMENDATION

The City Council has been asking the City Administration to find ways to bring more people into West Jordan for events and activities, and to find ways to change to perception of our community among those who have not been to West Jordan. As a result, Mayor Burton recommends approving this sponsorship. It is an acknowledged risk, but this is a chance to host a nationally viewed event in West Jordan. The event will highlight our community among a young and growing demographic and can be

accomplished without the use of major sporting venue in our community, which is a rare opportunity. Furthermore, this is a non-ticketed event that is free to the public, likely to attract a lot of visitors to West Jordan, and help improve the launch of Beet Days.

8. COUNCIL STAFF ANALYSIS

Council Members Wignall and Shelton attended the Jackalope Festival in Mississauga, Canada to assist in determining what a partnership between the Festival and West Jordan could provide. The Festival highlights action sports (*e.g.*, skateboarding, rollerblading, BMX), and the City would provide a sponsorship in conjunction with Sports Salt Lake to the Festival would occur in combination with the proposed Beet Days event. The Festival leadership are needing to know the City's decision by July 31 in order to begin preparations for bringing the Block Party to West Jordan.

9. POSSIBLE COUNCIL ACTION

The Council may choose to:

1. Move the item forward to a future Council Meeting for consideration and possible final action;
2. Continue the item to a future Committee of the Whole meeting;
3. As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
4. Table the item indefinitely;
5. Make requests of Council Staff, Administrative Staff, or the Mayor for information by way of four agreeing Council Members.

10. ATTACHMENTS



REQUEST FOR COUNCIL ACTION

Action: Request Feedback from Council

Meeting Date Requested : 07/28/2026

Presenter: Tayler Jensen, Senior Planner

Deadline of item :

Applicant: Harper Pit

Department Sponsor: Community Development

Agenda Type: Discussion Topics

Presentation Time: 10 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Discussion of Harper Master Planned Community and Oneleven Phase 2 Rezones, Future Land Use Map Amendments, and Master Development Agreements

2. EXECUTIVE SUMMARY

Applicants for two adjacent projects (Harper Master Planned Community) and Oneleven Phase 2 are seeking feedback from the council on their land development proposals. Because these projects are integrated, depend on each other, and are proposing the same zone and similar land uses they are being presented together.

Harper Master Planned Community is an approximately 68.37 Acre parcel located at approximately 7400 South and west of Mountain View Corridor. The property is currently zoned MFR (Medium Density Multi-Family (West Side)), LSFR (Low Density Single-Family (West Side)), and P-F (Public Facilities). The Future Land Use Map for the property is Low Density Residential, Very Low Density Residential, and Public Facilities.

The proposal is to amend the future land use map to Medium Density Residential and to rezone the property to the Integrated Housing Development (IH-D) Zone. The IHD zone allows densities of up to 6.5 DU/AC.

Oneleven Phase 2 is an approximately 28-acre proposal located east of U-111 between 7400 South and 7000 South, it is located directly east of Oneleven Phase 1, and directly west of the Harper Master Planned Community. It is currently zoned MFR (Medium Density Multi-Family (West Side)) and P-F (Public Facilities). The current Future Land Use Designation is Low Density Residential and Public Facilities.

The proposal is to amend the future land use map to Medium Density Residential and to rezone the property to the Integrated Housing Development (IH-D) Zone. The IHD zone allows densities of up to 6.5 DU/AC.

3. STAFF ANALYSIS

The first step in the Rezone, FLUM Amendment, and MDA process is for the City Council to review a conceptual plan and provide feedback on proposed development, staff is interested in getting the City Councils feedback on:

1. The appropriateness of amending the Future Land Use Map (General Plan Map).
2. If the City Council supports a rezone to the IH-D Zone for these projects.

3. If the Council supports a Rezone to the IH-D Zone what is the unit mix that the council would be comfortable seeing? (e.g. do SFDs need to make up 50% of the unit count, or just 50% of the gross acreage)
4. Does the council like how integrated Oneleven phase 1 was, or is there a desire to see even more integration in the proposals?

Harper Master Planned Community

The draft proposal shows 439 Dwelling units, with multifamily units (twin homes, duplexes, triplexes, and MF buildings) being 216 units which is 49% of the proposed units. The IH-D zone limits multifamily units to 50% of the Project, however, the City Council may approve a development plan with more than 50% of the units being MF if the gross area of the Single-Family development exceeds the gross acreage of the multi-family development. This proposal also adds 1.82 Acres of Commercial along 7000 South.

The applicant has been working with staff and the One11 project to facilitate a utility layout that works for both projects as stormwater and sewer both need to go to the east and there are limited crossing points of Mountain View Corridor. The applicant also shows a large linear park in the center of the development which ties into planned parks in the Oneleven development. Staff is in general supportive of this proposal, however, more details are required about unit types and integration. The developer in this proposal will be required to acquire additional ERCs for water as they are showing development above what the City shows for this property. Staff does feel like the IH-D zone is an appropriate zone proposal here as it mirrors what we see to the West in Oneleven, and it provides a good transition to Mountain View Corridor to the east and the HCA Hospital site (and Senna Hills) to the East and South.

Staff is appreciative of the applicant working with us and other developers to align 6400 West as far to the west as possible to provide more flexibility for the flyover bridge that will connect 7000 South to Verdigris on the other side of Mountain View Corridor. Staff also supports the efforts the applicant has done to incorporate traffic calming into their street designs including a gap in 6700 West preventing that from becoming a cut-through from 7400 South to 7000 South

Oneleven

This would be an addition to the existing Oneleven Master Development Agreement it would increase the Acreage of Oneleven to 81.63 acres (approximately 28 additional acres) It would also add 65 Single Family Homes and 98 Townhomes. This proposal also increases the commercial portion of Oneleven by 1.91 acres and adds an additional 6.64 Acres of open space. The Moderate income housing portion increases from 10 to 15 units taking the percentage of moderate income homes from 3.19% to 3.15%

	Oneleven Phase 1	Oneleven Phase 2	Difference
Acreage	53.2 AC	81.2 AC	+28 AC
Front-Load SF Detached (Village)	53	35	-18
Front-Load SF Detached (Cottage)	39	99	60

Rear-Load SF Detached (Cottage)	0	23	23
Twin Homes (Becket)	12	24	12
Twin Homes (Chantel)	10	12	2
Front Load Townhomes	68	134	66
Rear Load Townhomes	121	86	-35
Moderate Income Townhomes	10	15	5
Front Load 3 Story Townhomes	0	22	22
Rear Load 3 Story Townhomes	0	26	26
Total	313	476	163
SFD Total	92	157	65
MF Total	221	319	98
Total	313	476	
SF Percentage	29.39%	32.98%	3.59%

Similarly to Harper Master Planned Community any additional ERCs above and beyond what the City currently has allocated for this property will be the applicants' responsibility to acquire. If the applicant is not able to acquire enough ERCs for the development, they will not be able to develop beyond what capacity exists.

In general staff supports the Amendment to the One11 Master Development Agreement which this plan facilitates, staff appreciates the effort the applicant has done to increase the unit type and diversity in both the Northern and Southern portions of the development helping to break up the podded nature of the development.

4. MAYOR RECOMMENDATION

5. COUNCIL STAFF ANALYSIS

Plain Language Summary

The Council is being asked to provide feedback on two related development proposals, the Harper Master Planned Community and Oneleven Phase 2. Both projects are proposing the same zoning designations and Future Land Use Map amendments to Medium Density Residential, Integrated Housing Development (IH-D) Zone, and accompanying Master Development Agreements. Because the developments are interconnected and rely on one another, they are being considered together.

The Harper Master Planned Community (68 acres west of Mountain View Corridor at approximately 7400 South) and the adjacent Oneleven Phase II project are requesting Future Land Use Map amendments and rezones to facilitate integrated residential development. Together, the proposals include 476 residential units. Because the proposed density exceeds the City's current allocation of

Equivalent Residential Connections (ERCs), the developers will need to secure additional ERCs to support the projects.

Potential Questions

- Do the proposed land use changes align with the Council's vision for this area?
- Are there concerns regarding density, connectivity, infrastructure, or community amenities that should be addressed before the projects proceed?
- Are there provisions the Council would like included in the Master Development Agreements?

6. POSSIBLE COUNCIL ACTION

The Council may choose to:

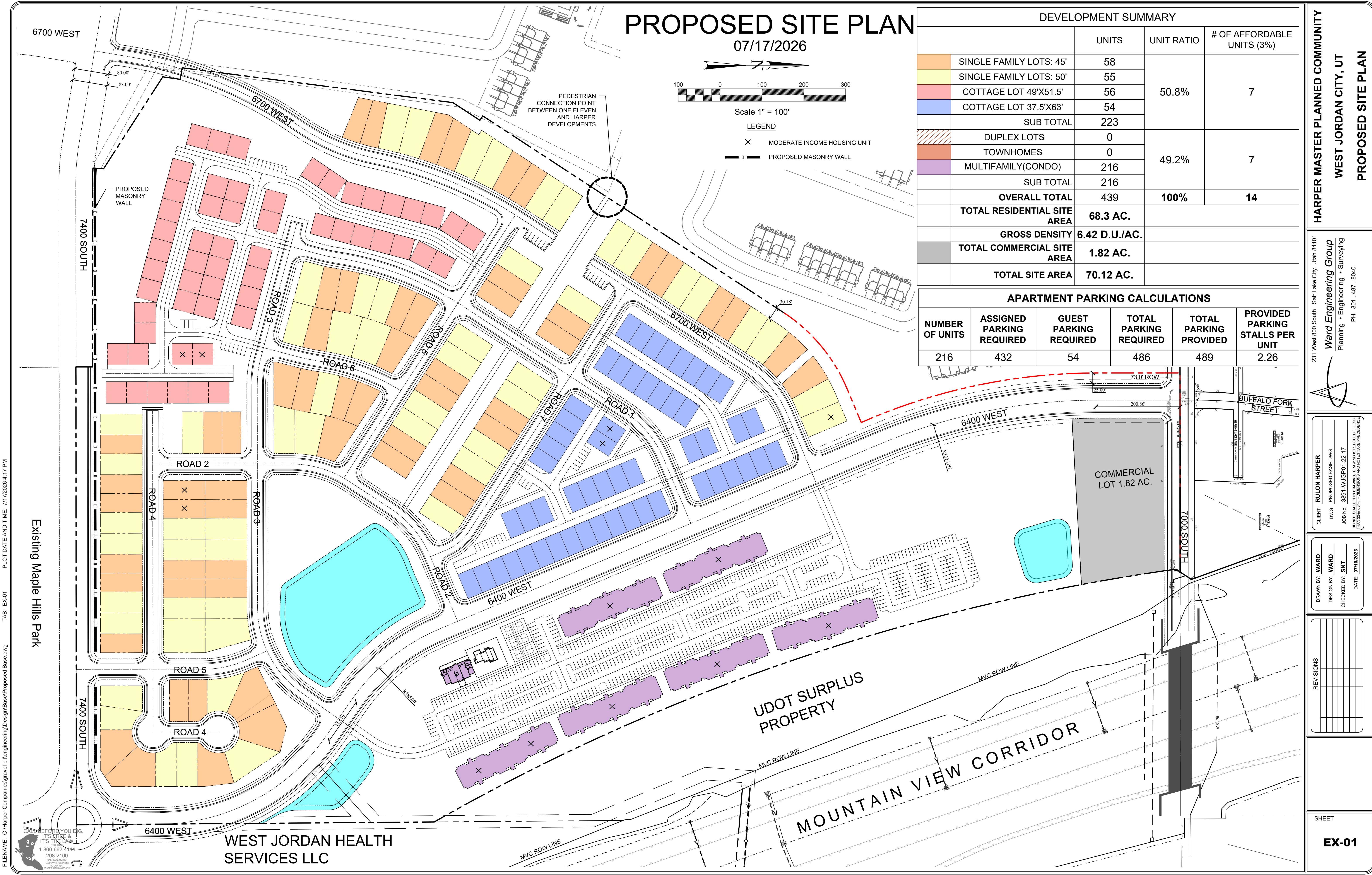
1. Move the item forward to a future Council Meeting for consideration and possible final action;
2. Continue the item to a future Committee of the Whole meeting;
3. As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
4. Table the item indefinitely;
5. Make requests of Council Staff, Administrative Staff, or the Mayor for information by way of four agreeing Council Members.

7. ATTACHMENTS

Harper Master Planned Community Concept Plan

Oneleven Phase 2 Concept Plan

Oneleven Harper Layout



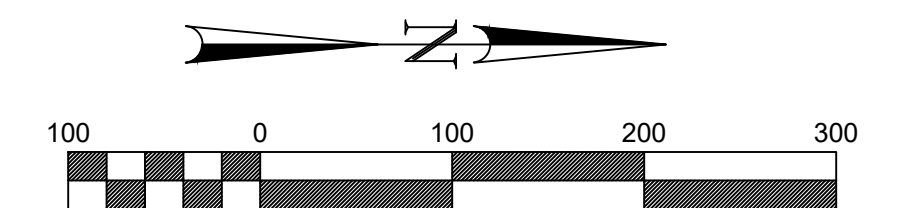
FILENAME: O:\Harper Companies\gravel pit\engineering\Design\Bases\Proposed Base.dwg TAB: EX-01 PLOT DATE AND TIME: 7/17/2026 4:17 PM

Existing Maple Hills Park

WEST JORDAN HEALTH SERVICES LLC

PROPOSED SITE PLAN

07/17/2026



LEGEND

- × MODERATE INCOME HOUSING UNIT
- PROPOSED MASONRY WALL

DEVELOPMENT SUMMARY

	UNITS	UNIT RATIO	# OF AFFORDABLE UNITS (3%)
SINGLE FAMILY LOTS: 45'	58	50.8%	7
SINGLE FAMILY LOTS: 50'	55		
COTTAGE LOT 49'X51.5'	56		
COTTAGE LOT 37.5'X63'	54		
SUB TOTAL	223	49.2%	7
DUPLEX LOTS	0		
TOWNHOMES	0		
MULTIFAMILY(CONDO)	216		
SUB TOTAL	216	100%	14
OVERALL TOTAL	439		
TOTAL RESIDENTIAL SITE AREA	68.3 AC.		
GROSS DENSITY	6.42 D.U./AC.		
TOTAL COMMERCIAL SITE AREA	1.82 AC.		
TOTAL SITE AREA	70.12 AC.		

APARTMENT PARKING CALCULATIONS

NUMBER OF UNITS	ASSIGNED PARKING REQUIRED	GUEST PARKING REQUIRED	TOTAL PARKING REQUIRED	TOTAL PARKING PROVIDED	PROVIDED PARKING STALLS PER UNIT
216	432	54	486	489	2.26

HARPER MASTER PLANNED COMMUNITY
WEST JORDAN CITY, UT
PROPOSED SITE PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning • Engineering • Surveying
PH: 801.487.8040

CLIENT: RULON HARPER
DWG: PROPOSED BASE DWG
JOB NO: 3881-WJGP01-22-17
DESIGNED BY: RULON HARPER
CHECKED BY: RULON HARPER
DATE: 07/10/2026

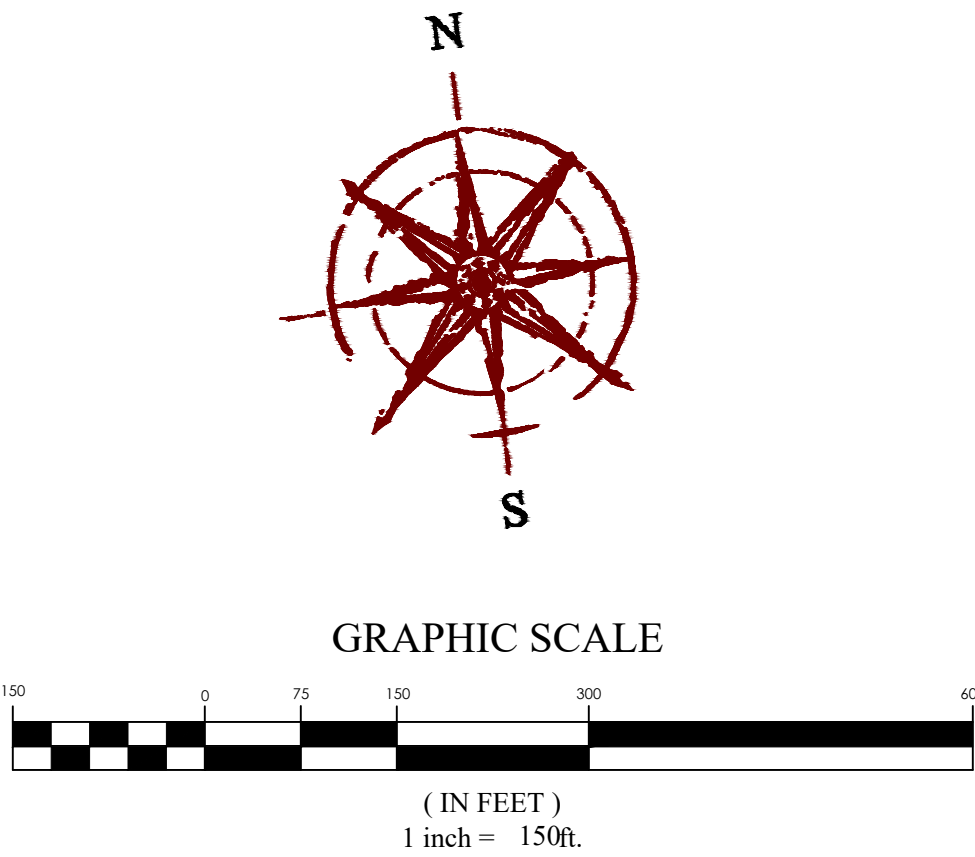
DRAWN BY: WARD
DESIGN BY: WARD
CHECKED BY: SNT
DATE: 07/10/2026

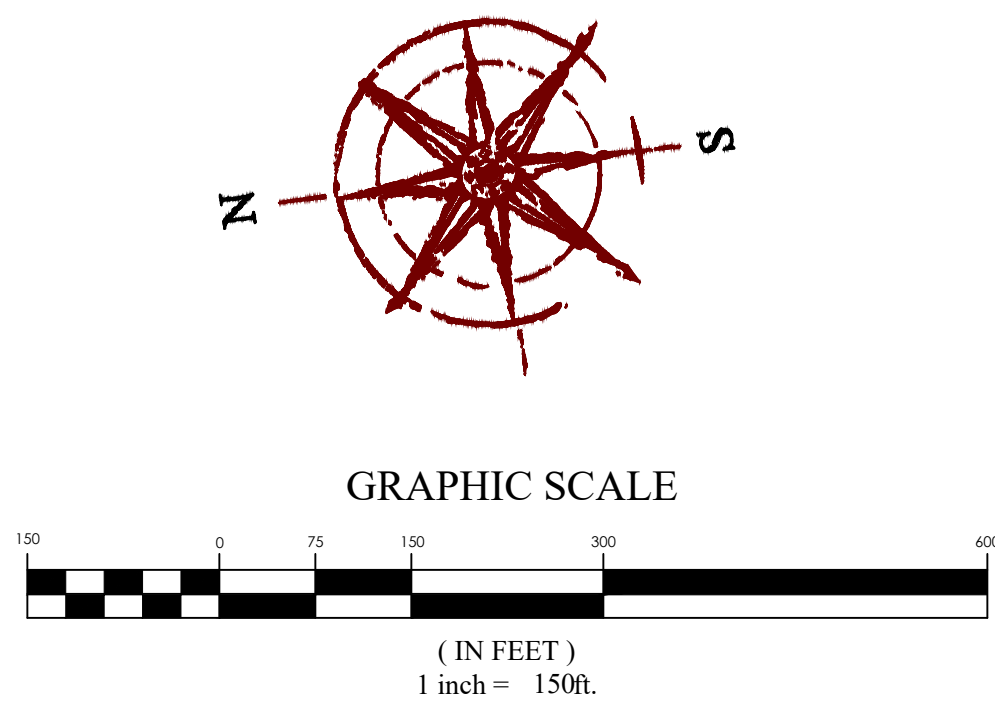
REVISIONS

SHEET
EX-01



LEGEND		TOTAL
	FRONT-LOAD SF DETACHED (VILLAGE)	35 UNITS
	FRONT-LOAD SF DETACHED (COTTAGE)	99 UNITS
	REAR-LOAD SF DETACHED (COTTAGE)	23 UNITS
	TWIN HOMES (BECKET)	24 UNITS
	TWIN HOMES (CHANTEL)	12 UNITS
	FRONT-LOAD TOWNHOMES	134 UNITS
	REAR-LOAD TOWNHOMES	86 UNITS
	MODERATE INCOME TOWNHOMES	15 UNITS
	FRONT-LOAD 3-STORY TOWNHOMES	22 UNITS
	REAR-LOAD 3-STORY TOWNHOMES	26 UNITS
	TOTAL UNITS	476 UNITS
	OPEN SPACE	APPROX. 14 AC
	SLOPES ABOVE 30% *NOT INCLUDED IN OVERALL OPEN SPACE ACREAGE.	2.1 ACRES







REQUEST FOR COUNCIL ACTION

Action: Request Feedback from Council

Meeting Date Requested : 07/28/2026

Presenter: Tayler Jensen, Senior Planner

Deadline of item :

Applicant: Edge Homes

Department Sponsor: Community Development

Agenda Type: Discussion Topics

Presentation Time: 10 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Discussion of the Senna Hills Rezone Request for Approximately 86.14 Acres Adding the Interchange Overlay Zone (IOZ)

2. EXECUTIVE SUMMARY

The Council is being asked to consider a request to add the Interchange Overlay Zone (IOZ) to approximately 86.14 acres to facilitate the Senna Hills development proposal and implement the land use vision previously approved by the Council. On January 13, 2026, the City Council adopted a Future Land Use Map amendment designating approximately 42 acres as Medium Density Residential and approximately 44 acres as Professional Office. The City Council then rezoned the entire 86.14 Acres to Professional Office (PO) Zone. The intent of this future land use map amendment and rezone was to allow for the Free Standing Emergency Room to proceed forward, and to prepare the site for a future rezone, adding the IOZ to facilitate the residential development of the northern 42 acres, and to allow for a Master Development Agreement to be drafted that would incorporate the HCA Hospital/Commercial site and the Senna Hills Residential site under one development agreement. The current proposal implements that plan and includes 439 Residential units located on approximately 42.27 acres (~10.4 dwelling units per acre), consisting of 52 Single-Family lots and 387 townhomes.

3. STAFF ANALYSIS

The Interchange Overlay Zone identifies this location as Location B which has the intent to provide for: Hospital, medical offices, neighborhood commercial and additional housing west of Mountain View Corridor... The use is appropriate as the Rezone is placing the hospital and the residential designations in the correct locations, however, staff believes that more thought should be given to the layout of the residential development of concern is:

- 1) The number of long roads that exceed block lengths of 500.
- 2) The placing of required open space between the backs of townhomes and Mountain View Corridor (not useable). Staff recommends that these open spaces be privately owned by the townhomes that back Mountain View Corridor.
- 3) The type and mix of dwelling units.
 - a. While the FLUM calls for up to 10 DU/AC staff recommends utilizing additional unit types including the possibility of matching unit types being proposed by the Harper Master Planned Community (adding stacked flats, more density in certain locations in exchange for more SFDs and/or larger SFDs adjacent to other SFD projects.
 - b. Adding additional open space through the center of the project.

- c. Although it's not a requirement of the zone, integrating uses as called for in the IH-D zone since this will border on IH-D Style development

Staff is requesting Council Feedback on the following Items:

- 1) Is the council comfortable with the proposed density/unit count (slightly higher than 10 DU/AC)
- 2) Is the council comfortable with the proposed development layout
- 3) Does the council agree with staff recommendation for more housing types and integration

4. MAYOR RECOMMENDATION

5. COUNCIL STAFF ANALYSIS

Plain Language Summary

The Council is being asked to discuss a request to apply the Interchange Overlay Zone (IOZ) to approximately 86.14 acres to implement the Council's previously approved land use vision. The proposal would allow a mixed-use development with 439 residential units on the northern portion of the property and professional office, medical, and commercial uses on the southern portion.

The IOZ is intended to provide flexibility for development near a freeway interchange while maintaining design standards through a Master Development Agreement.

Potential Questions & Discussion Points

- Is the proposed residential density appropriate for this location?
- Does the proposed street layout promote connectivity and neighborhood walkability?
- Should additional housing types or larger single-family lots be incorporated into the project?
- Are the proposed open space areas functional and accessible for future residents?
- How will the Master Development Agreement ensure coordination between the residential, medical, and commercial portions of the development?

Applicable Guiding Principles from the General Plan

LAND USE

- Land use decisions should be guided by the General Plan to protect existing land uses and minimize impacts to existing neighborhoods.
- Land use designs must promote quality of life, safety, and good urban design.

HOUSING

- Encourage a balanced variety of housing types that meet the needs of all life stages with a mix of opportunities for today and into the future.
- Place high density projects near infrastructure which exists to sustain the increased density.

TRANSPORTATION

- Provide a safe and efficient multi-modal transportation system.

ECONOMIC DEVELOPMENT

- Attract, recruit, and retain quality businesses that benefit and enhance the quality of life in West Jordan.
- Diversify and strengthen the employment and tax base in the City of West Jordan.

- Provide well-designed, attractive, and aesthetically pleasing professional office and business environments within the City.

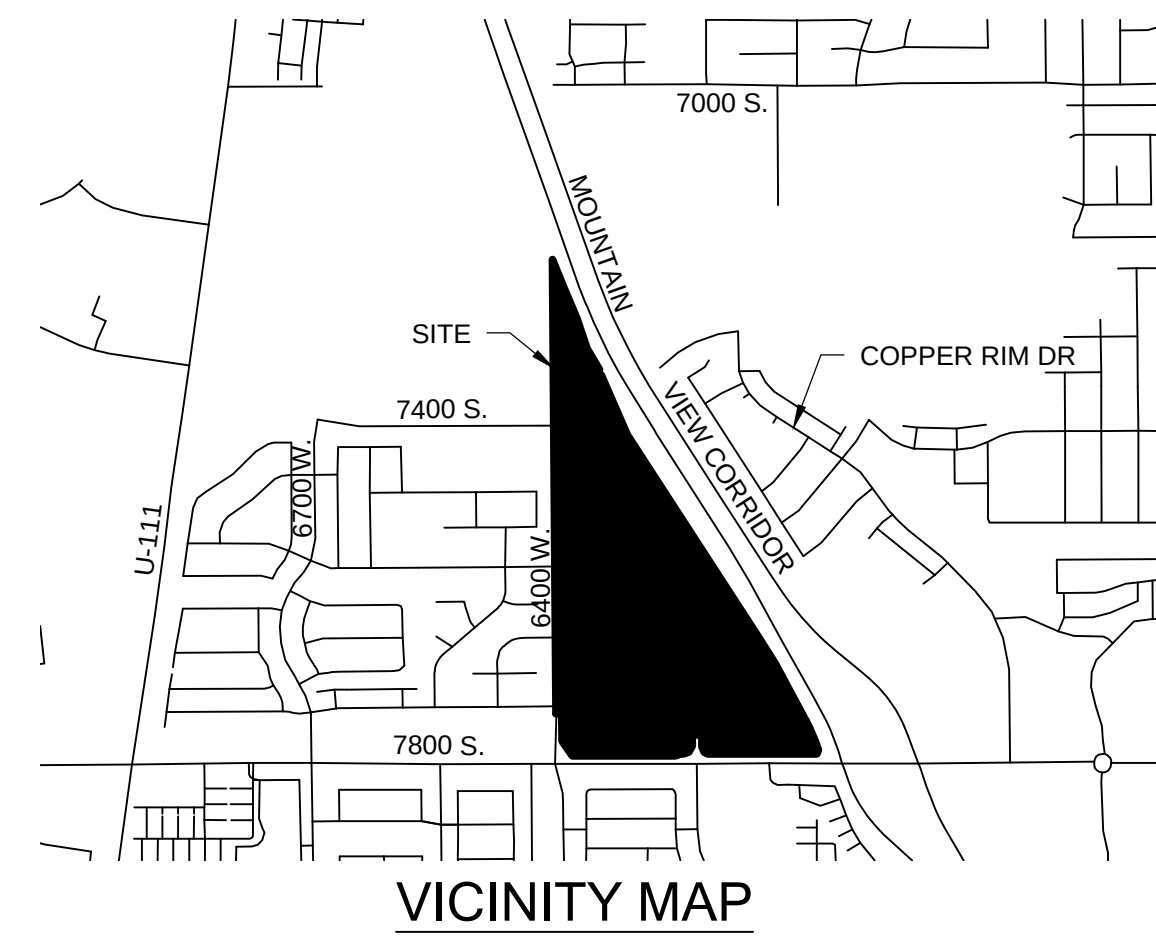
6. POSSIBLE COUNCIL ACTION

The Council may choose to:

1. Move the item forward to a future Council Meeting for consideration and possible final action;
2. Continue the item to a future Committee of the Whole meeting;
3. As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
4. Table the item indefinitely;
5. Make requests of Council Staff, Administrative Staff, or the Mayor for information by way of four agreeing Council Members.

7. ATTACHMENTS

Attachment A - Senna Hills Concept Plan



EXISTING ZONE: AGRICULTURAL

PROPOSED ZONE: INTERCHANGE OVERLAY

PROPOSED DETENTION FACILITY
TOTAL AREA (AC) = 42.26
ALLOWABLE DISCHARGE (Q-CFS) = 4.23
100 YR. @ 0.1 CFS/AC
STORAGE = 55,000 CF
WQV RETENTION (CF) = 32,480

PROPOSED CONNECTION
TO CITY WATER SYSTEM
(12" PIPE IN 24" CASING)

PROPOSED CONNECTION TO
CITY SANITARY SEWER SYSTEM
(12" PIPE IN 24" CASING)

PROPOSED CONNECTION TO
CITY STORM DRAIN SYSTEM

UTAH DEPARTMENT OF
TRANSPORTATION
20-27-200-008

RULON J HARPER
20-27-200-007
CONNECTION TO EXISTING
SEWER SYSTEM

CITY OF WEST JORDAN
20-27-427-011

MAPLE HILLS PHASE 2
BK. 2014P PG. 265

MAPLE HILLS PHASE 1B
BK. 2014P PG. 201

MAPLE HILLS PHASE 1A
BK. 2014P PG. 115

CITY OF WEST JORDAN
20-27-476-002

GLADSTONE
APARTMENTS, LC
20-35-150-008

CANYON RANCHES LC
20-35-126-005

COLDSTREAM
COMMONS PHASE 1
BK. 2025P PG. 215

ADDENBROOK PHASE 1
BK. 2018P PG. 282

ENGLEFIELD HEIGHTS PHASE 2
BK. 2017P PG. 50

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801.628.6004 TEL 801.590.6611 FAX
WEST JORDAN, UT 84068
WWW.PERIGEECIVIL.COM

DRAPER CITY

CITY ENGINEER	DATE
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[illegible]

DESIGNED BY:	AEW	DATE:	10 JULY 2026	REV:
DWN BY:	QC'D BY:	SOLICITATION NO:		
AL	TVM			
SUBMITTED BY:	CONTRACT NO:			
	01213			
FILE NAME:		SHEET NO.		
S1_V01213 Edge Hous West Jordan		Cadd\VP\01213 HCU WJ S100		
SIZE:	FLATTED BY:	PLOT DATE:		
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EDGE HOMES HCA, WEST JORDAN SITE PLAN

SHEET NUMBER
1
OF -- SHEETS
DRAWING NAME
SP01





REQUEST FOR COUNCIL ACTION

Action: Request Feedback from Council

Meeting Date Requested : 07/28/2026

Presenter: Tayler Jensen, Senior Planner

Deadline of item :

Applicant: Anderson Development

Department Sponsor: Community Development

Agenda Type: Discussion Topics

Presentation Time: 5 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Discussion of the 5490 West Barber Estates Rezone (RR-1D to R-1-12) and Roadway Improvement Requirements

2. EXECUTIVE SUMMARY

Council is being asked by the applicant to discuss a draft development agreement for the Barber Estates development. The discussion will address roadway improvement requirements and other provisions that differ from Council direction provided at the January 27, 2026 Committee of the Whole meeting.

3. TIME SENSITIVITY / URGENCY

N/A

4. FISCAL NOTE

N/A

5. STAFF ANALYSIS

The City Council reviewed the Barber Estates proposal on January 27, 2026 Committee of the Whole meeting. During the meeting, Council expressed support of the rezoning for the 8.3 acres to the R-1-12 zone with a development agreement that included the following provisions:

1. The Developer would be responsible for construction of public improvements along 5490 West
2. An access onto 5490 West is required for fire response and in compliance with City Development Standards
3. Construction of 5490 West needs to be from curb to curb, and the east side (Barber's side) needs a sidewalk and parkstrip; the west side may be constructed just to the curb. (Property on the east side has already been dedicated by a prior development.
4. Property needed on west side would require additional property acquisition.
5. 5490 West is not included in the City's impact fee calculations, and the master plan considers the road to be a development project improvement not a system improvement.
6. Protection strips are not allowed (15-5-5 J).
7. if approved, the maximum number of dwelling units must be included in the development agreement.

The developer is asking that the following provisions not be included in the development agreement:

1. That the developer is responsible for the construction of public improvements along 5490 West which are required as a project improvement, unless reimbursed by the city.
2. That the developer is responsible for the improvements of 5490 West from curb to curb, and that the east side be required park strip and sidewalk, unless reimbursed by the city.
3. That the developer is responsible for acquiring additional right-of-way needed for the construction of the project improvement of 5490 West, unless reimbursed by the city.
4. The developer claims that the city must reimburse them for costs of constructing 5490 West.
5. The developer claims that the city cannot claim 5490 West is a project improvement.
6. The Developer is proposing lots under 12,000 which means they are requesting a zone other than R-1-12

It is the opinion of staff that this development represents “leapfrog” development. Leapfrog development refers to a pattern of urban growth where new construction occurs beyond the edge of existing developed areas. The applicant is claiming that improvements that are necessary for the development (including improvements to 5490 and sewer improvements) are system-wide improvements, while the improvements are only necessary to facilitate the applicants project, which is the sole beneficiary. It is the opinion of staff that the developer should either wait for development to catch up to the site, or they shall be required to put in the necessary infrastructure to develop their project as a project improvement.

It is the opinion of staff that the applicant is attempting to circumvent City Staff and the deal points established on January 27, 2026.

Rezoning is a legislative decision, and staff believes the proposal as presented by the applicant is not in the best interest of the City and recommends the council deny a proposed rezone unless the applicant agrees to the deal points and terms discussed and recommended at the January 27, 2026 Committee of the Whole.

6. MAYOR RECOMMENDATION

7. COUNCIL STAFF ANALYSIS

Council previously heard this proposal on [January 27, 2026 Committee of the Whole](#) meeting.

The Council is being asked to provide direction on the seven points in the Staff Analysis above and provide feedback on the six points the developer is asking the Council to not allow in a development agreement.

The property is located at 7401 South 5490 West, currently zoned RR-1D, and the Future Land Use Map designates the property as Very Low Density Residential. The applicant’s original proposal was asking for a rezone to R-1-9 which is consistent with the Future Land Use Map designation. At that time, a majority of the Council expressed a preference for R-1-12 zoning to provide larger lots and a more gradual transition to the surrounding RR-1D properties. Two Council members indicated

support for an R-1-10 zoning designation. Additionally, Council also discussed concerns regarding driveway access onto the collector road, 5490 West. The developer suggested that a road easement at the south entrance of the proposed project may help alleviate those concerns.

Staff indicated, that consistent with City development requirements, the developer would be responsible for dedicating the necessary right-of-way and constructing the required roadway improvements along 5490 West. Further noting that access from 5490 West is required to meet development standards and fire access requirements.

Possible Questions

1. Is this project premature ("leapfrog" development) — should the developer wait for surrounding growth to catch up, or move forward now if they cover the needed infrastructure themselves?
2. Do the provisions in the proposed development agreement adequately reflect the Council's direction given at the January 27, 2026, Committee of the Whole meeting? If not, what additional direction would the Council like to provide?

8. POSSIBLE COUNCIL ACTION

The Council may choose to:

1. Move the item forward to a future Council Meeting for consideration and possible final action;
2. Continue the item to a future Committee of the Whole meeting;
3. As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
4. Table the item indefinitely;
5. Make requests of Council Staff, Administrative Staff, or the Mayor for information by way of four agreeing Council Members.

9. ATTACHMENTS

January 27, 2026 COTW Minutes

Applicant's Proposed Changes to Draft Master Development Agreement

Concept Plan

5490 West Partial Improvement Proposal

Proposed Cross Sections



MINUTES OF THE CITY OF WEST JORDAN
COMMITTEE OF THE WHOLE
Tuesday, January 27, 2026 – 4:00 pm
Approved February 10, 2026
8000 S Redwood Road, 3rd Floor
West Jordan, UT 84088

1. CALL TO ORDER

COUNCIL: Chair Bob Bedore, Vice Chair Jessica Wignall, Annette Harris, Zach Jacob, Kent Shelton, Kayleen Whitelock

STAFF: Council Office Director Alan Anderson, Senior Assistant City Attorney Patrick Boice, Mayor Dirk Burton, City Attorney Josh Chandler, Public Works Director Brian Clegg, Utilities Manager Greg Davenport, Economic Development Director David Dobbins, Civil Litigator Attorney Paul Dodd, Policy Analyst & Public Liaison Warren Hallmark, Senior Planner Tayler Jensen, Community Development Director Scott Langford, City Administrator Korban Lee, Council Office Clerk Cindy Quick, Police Chief Jeremy Robertson

Chair Bedore called the meeting to order at 4:00 pm, and noted that Chad Lamb was excused.

2. DISCUSSION TOPICS

a. Discussion of Jones Southwest Quadrant - Rezone, Future Land Use Map Amendment, and Development Agreements Located at 7382 West New Bingham Highway

Senior Planner Tayler Jensen said staff received direction from the Council in November 2025 concerning the Southwest Quadrant. He said the applicant had revised the proposed bubble plan based on direction received, but portions of the bubble plan did not comply, so staff had not reviewed or provided comment on the new plan. Mr. Jensen said staff would review the applicant's proposal based on feedback received that evening.

Thomas Romney with Focus Consulting, representing the applicant, said there were three different property owners involved, and Gardner Development and Ivory Development had decided to work together on the project. He said they had worked on putting a master plan and development agreement together for the entire area for three years.

Mr. Romney showed a master bubble plan, with 479 acres of high-tech manufacturing (56% of total acreage). He said the proposed Master Plan would guarantee a minimum of 425 acres of high-tech manufacturing, leaving the option for a portion to return to residential someday. He emphasized that all the areas shown as high-tech manufacturing on the bubble plan were needed to reach the 56% target discussed at the previous meeting. Mr. Romney said the master plan would set the rules by which the zone would be enforced, with Council review and input for each phase or village plan.

Mr. Romney said there was a battery storage user wanting to move forward with development of the northwest corner of the project. He said one of the City's goals for the Southwest Quadrant was mixed-use, and said the applicant was trying to create a work/live environment with three residential neighborhoods. One neighborhood would be a mix of apartment and townhome high-density single family (max 30 units per acre), one neighborhood would be a townhome mix of medium-density single family (max 15 units per acre), and one would be low-density single family (max 5 units per acre). He said the project would not be deed restricted.

Mr. Romney showed proposed open space and trail plans. Responding to a question from Vice Chair Wignall concerning interest in the high-tech manufacturing space, Mark Murdoch said Wasatch Electric had already moved in, and the developer knew of at least two more interested users.

Council Member Whitelock said the previous Council had set the area aside to be a high-paying job center, not necessarily a housing center. She clarified that following Council approval of a master development plan, individual village plans would be reviewed by the Planning Commission, not the Council. Responding to a question from Council Member Harris, Council Member Whitelock confirmed the previous Council had wanted residential in the form of workforce housing west of Stokely in the "foothills."

Mr. Romney commented that the area was a future water zone, and residential development in the area would be quite some time out. He spoke of placement of manufacturing in terms of topography and access. Mr. Romney said the battery storage user would bring a massive investment to West Jordan. Council Member Jacob suggested the City define "high-tech manufacturing." Mr. Jensen said the Southwest Quadrant Zone included a subzone for residential, and a subzone that included high-tech manufacturing.

Teresa Foxley, Chief of Staff for rPlus Energies, said rPlus Energies was the proponent behind the battery storage use. She said battery storage had become a commercially viable way to capture energy and release it when needed. Ms. Foxley said the proposed development would involve a \$550 million investment in the City. The proposed location was adjacent to an existing Rio Tinto solar farm. She said rPlus would be able to utilize some of the existing transmission corridor, and said they had a commercial agreement with the property owner of the proposed location. She said rPlus would not have the type of infrastructure and water needs that residential development would have to be successful. Ms. Foxley said the expectation would be for the batteries to last fifteen plus years as an investment. She said the project would be anticipated to last 20-25 years in the initial term. If the property were no longer used for battery storage, it could be converted to another use. Mr. Romney said the development agreement would include a process to convert the property to a different use.

Council Member Whitelock asked if there were any potential health issues involved with battery storage. Ms. Foxley said noise was associated with energized systems. She said safety would be a concern, and access would need to be controlled. Council Member Jacob said he believed the proposed property was a good location for the use. Council Member

Whitelock expressed the opinion that residents would not want to live next to a battery farm.

Ms. Foxley said rPlus would work with the City on a decommissioning plan for disposal of the batteries. She said rPlus had initiated conversations with the Fire Chief, and would expect to work with the Fire Department on emergency response plans. Responding to a question from Council Member Whitelock, Ms. Foxley said rPlus would expect to partner with the Fire Department and help pay for what was needed. She said the battery packs were roughly the size of a shipping container. Council Member Whitelock asked about potential for groundwater contamination. Ms. Foxley said the units were fully contained, and would each be placed on a concrete pad to prevent risk of groundwater contamination. She said rPlus would work with the City to ensure compliance with all Federal, State, and City Codes.

Mr. Romney asked for feedback from the Council. He said the typical side yard setback for higher-density single family residential in West Jordan was 5 feet, for a total of 10 feet between units. Mr. Romney said the applicant requested the flexibility to have 7 feet on one side and three feet on the other, with the same distance of 10 feet between units. Council Member Shelton said he liked the idea of 7 and 3, because the larger side yard would be more useful.

Council Member Jacob said the Southwest Quadrant Zone did not include a high-tech manufacturing use table, and manufacturing general was a permitted use. He said the MDA would need to include a definition of high-tech manufacturing. Council Member Jacob said the uses that had been mentioned were not high-tech manufacturing. Mr. Romney said he was unable to disclose all potential users at that point. Mr. Romney said he had learned from experience that being too specific could kill a project. He said the applicant wanted there to be high-tech manufacturing in the Southwest Quadrant. Chair Bedore pointed out the Council could only consider information they were given. Mr. Romney said Wasatch Electric was a good example of high-tech manufacturing. Council Member Jacob commented that manufacturing general was already permitted in the zone, and repeated his request for a definition of high-tech manufacturing in the agreement.

Council Members Shelton, Wignall, Bedore, and Jacob indicated they would be fine with the proposal moving forward with a definition for high-tech manufacturing. Council Member Whitelock said she did not think a battery farm would bring in the desired volume of jobs, and did not think it was what the Council had envisioned for the area. Council Member Shelton said he believed the economic impact of the battery farm on the City would be massive. Council Member Whitelock responded if something went wrong, the impact could also be massive. She said she would be fine with the battery farm moving to the south. Council Member Shelton said he would also prefer a location to the south for the battery farm, but would not want to kill the deal. Council Member Jacob pointed out both locations discussed would abut future residential. Council Member Shelton commented that west of the railroad tracks was high intensity use.

Mr. Jensen asked if the Council wanted a use table with a definition of high-tech manufacturing. Council Member Jacob said he would want a use table that was not too specific.

b. Discussion of Proposed Rezone for the Barber Estates Development, Located at 7401 South 5490 West

Senior Planner Tayler Jensen said the proposed Barber Estates rezone had been scheduled on a Planning Commission agenda earlier in January, but was removed and brought to the Committee of the Whole following townhall meetings. Mr. Jensen showed the subject property on a map, currently zoned RR-1D and designated Very Low Density Residential on the Land Use Map. The applicant proposed a rezone to R-1-9, which was allowed in the current Land Use Map designation. Mr. Jensen said if the project moved forward, staff recommended a development agreement that clarified:

1. the developer was responsible for the right-of-way dedication along 5490 West;
2. an access onto 5490 West was required for fire response and in compliance with City development standards.

Council Member Jacob expressed concern that dedicating frontage of the subject property as public would create a little public road island. Mr. Jensen explained that:

3. the developer would be responsible for construction of public improvements along 5490 West;
4. construction of 5490 would be from curb to curb, and the east side would need a sidewalk and park strip; the west side may be constructed just to the curb; and property on the east side was dedicated by prior development;
5. property needed to build the west side to the curb would require additional property acquisition;
6. 5490 West was not included in the City's impact fee calculations, and the Master Plan considered the road to be a development project improvement, not a system improvement;
7. protection strips were not allowed;
8. if rezone was approved, a maximum number of dwelling units (DU) should be included.

Council Member Jacob said he did not remember ever doing a development agreement on a Euclidean zone. Mr. Langford said it was uncommon, but the State had changed some of the regulations with the Land Use, Development, and Management Act (LUDMA). He said the City had done a development agreement for a little infill subdivision involving infrastructure issues. Mr. Langford said the development agreement was a tool the Council could use in extenuating circumstances. Council Member Jacob suggested there were issues brought up in the townhall meeting that could be addressed in the development agreement, including requiring larger setbacks behind the homes adjacent to existing animal properties. Council Member Jacob said he would be comfortable approving the proposal if the development agreement included all issues discussed.

Council Member Whitelock said concern was expressed at the townhall meeting related to setting a precedent with the R-1-9 Zone that would be used by other property owners in the area to justify additional rezone requests to R-1-9. She said another concern expressed related to people living on a private road they did not own. Council Member Whitelock said her big concern related to leaving an island of RR-1D adjacent to the proposed project. She said she was not interested in having yet another driveway access on the collector street.

Council Member Whitelock said she was told at the townhall meeting that the developer would meet with neighboring residents to try to come to an agreement, but had learned such a meeting had not happened. Adam Anderson with Anderson Development said he had taken the feedback from the townhall meeting back to his team and tried to make the plan better. Mr. Anderson said Council Member Whitelock had suggested that he bring the changes back to the Committee of the Whole, which he had done. Council Member Whitelock agreed she had made the suggestion.

Mr. Anderson said he believed the concern for an island could be addressed with an easement for future access at the south entrance of the proposed project. The Council and staff discussed potential scenarios for the neighboring Barber property not included in the proposed project. Council Member Shelton said he could support the easement idea.

Council Member Whitelock asked the setback difference between the R-1-9 and R-1-12 Zones. Mr. Jensen said the difference was five feet in the front setback, and corrected himself a few minutes later explaining that the difference was in the width of the lots. The required driveway length was the same for both zones. Mr. Jensen said the staff preference would be to have R-1-10 or R-1-12 along the east property line, transitioning to R-1-10 or R-1-9 internally in the project. Council Member Whitelock said she did not love the proposed project and the precedent of R-1-9 that would be set. She expressed interest in what the applicant would do with R-1-10. Council Member Whitelock said she agreed with the suggestion that backyard setbacks should be bigger along the east boundary.

Mr. Anderson asked if the Council would be interested in gross density similar to Bella Estates (2.1-2.4 units per acre). He said he was not trying to promote high density, and would be willing to cap the overall density. Mr. Anderson said he believed the R-1-10 or R-1-12 Zones could be acceptable.

Council Member Whitelock said she would agree to R-1-12 and the road easement. Council Members Jacob and Bedore said they would agree to R-1-10 with a development agreement. All six members of the Council indicated support for R-1-12 and a development agreement.

c. Discussion of West Jordan City Code – Title 4, Chapter 2, Article H – Massage

Senior Assistant City Attorney Patrick Boice noted that the Council had previously discussed different articles of Title 4, Chapter 2. Mr. Boice showed multiple recent news articles about human trafficking and prostitution in massage parlors around the State, and said a recent study estimated Utah had seen a 10% increase in illicit massage businesses

statewide, with roughly 150 such locations currently operating. He explained that HB 278 would require all massage businesses to register through a Utah government licensing website, and require business owners and employees to undergo background checks. Mr. Boice said West Jordan had experienced the same problems seen around the State.

Mr. Boice said current West Jordan Code Title 4, Chapter 2, Article H (Massage Establishments) used definitions that were out of date and no longer found in State Code, provided no licensing exception for medical or home occupation practice, and did not fully address new licensing and premise registration implemented by the State. He presented proposed changes that would:

- a. allow exemptions for other licensed professionals (doctors, chiropractors, etc.);
- b. prohibit “unlawful conduct” and “unprofessional conduct”;
- c. require proper licensing of individual massage providers;
- d. require proper licensing of massage establishment;
- e. require display of licenses from the State;
- f. two-year restriction on an establishment going back in at the same site of a previous revocation;
- g. limited business hours;
- h. prohibit opaque window coverings.

Council Member Jacob asked if “opaque window coverings” was defined, and Mr. Jensen said the term was not defined. Council Member Jacob suggested a definition was needed. Chair Bedore asked about the limited business hours. Council Member Whitelock said the Council had previously discussed 6 am to 10 pm, and representatives of local massage businesses had indicated support. Council Member Whitelock suggested adding “that prohibit visibility inside establishment” should be added to “prohibit opaque window coverings.”

Members of the Council unanimously indicated support for putting proposed language for Article H on a future Council meeting agenda.

d. Discussion of West Jordan City Code – Title 6, Chapter 6D, Section 11 – Sale of Animals

Senior Assistant City Attorney Patrick Boice said the agenda packet included two draft codes for Title 6, Chapter 6D, Section 11 (Sale of Animals), with Option 1 mirroring Sandy City Code as discussed by the Council at a previous meeting. He gave an example of a spectrum from ‘prohibited’ to ‘unrestrained,’ with ‘regulated’ in the middle, and said Option 1 was at the prohibitive end, Option 2 was in the middle of the spectrum, and existing City Code fell between regulated and unrestrained.

Animal Service Manager Dan Eatchel said the goal was to make some impact. He said Option 2 would require a USDA license for breeders with five or more breeding females, and most animals coming into the City were already coming from USDA licensed breeders, so there would not be a lot of impact on the City. He explained that a USDA license only required minimum standards. Officer Eatchel said his hope was to move more toward Option 1.

Vice Chair Wignall asked if there were any puppy mills in West Jordan. Officer Eatchel said he was not aware of a situation that would meet the definition of having five or more breeding females, and there were no breeders currently in West Jordan with a USDA license. Vice Chair Wignall asked if conditions were monitored and inspected. Officer Eatchel responded the USDA was supposed to carry out inspections to ensure minimum standards were met. Mr. Boice said the USDA was not aware of, and did not inspect, situations that did not require a USDA license. Vice Chair Wignall said she was against unethical breeding.

Mr. Boice said the USDA did not govern animal sales in commercial parking lots, and suggested the Council consider private sales in their discussions. He asked how involved the Council wanted the City to be in the transactions. Mr. Boice said there were individuals in the City who were passionate about their breeding programs.

David May, representing a West Jordan pet store, said the pet store only sold USDA puppies. He texted a question from Council Member Jacob to the pet store owner, and reported the store sold 10-12 puppies per week, receiving complaints about one in every seventy-five or so. He said the pet store provided a 12-year guarantee on their pets. Vice Chair Wignall asked if the seller vetted individuals purchasing animals. Mr. May said he could find out.

Barbara Riddle, President and CEO of ChamberWest, said from a business perspective, the Puppy Store was a respected business. She said she had owned a lot of puppies in her life; some purchased and some obtained from rescue facilities. Ms. Riddle said she visited the Puppy Store and fell in love with a puppy she adopted, and her experience was professional and caring. She said the proposed drafts and Council discussion felt like a solution looking for a problem, and said it was good for people to have options.

Chair Bedore said he had taken his children to visit the Puppy Store several times, but stopped after negative experiences involving upset individuals, sick dogs, and poor customer service. He said the experiences had left a bad impression. Chair Bedore acknowledged the customer service issues may have been improved, and said his vote on the issue would not be influenced by personal experience. He said he wanted to make sure the City was doing what was best to protect animals. Mr. Riddle asked the Council to be cautious, and said she would not want the Code to over-regulate.

Council Member Shelton said he purchased a dog from a home breeder, and the dog died of cancer at seven years old. He said he did not blame the home breeder for the illness. Council Member Shelton said he met a representative of the National Humane Society at a Utah League of Cities and Towns (ULCT) meeting, and the representative suggested a prohibition on pet stores would be a negative for animal welfare because there were no regulations on home breeders. The representative suggested regulations were helpful, and provided some stability for animals. Council Member Shelton said he was in favor of leaving the Code as it was.

Officer Eatchel expressed the opinion that Option 2 would be better than doing nothing. Vice Chair Wignall said she was in favor of ensuring animals were treated well, not laying

in their feces all day and contained in cages for breeding purposes. Council Member Jacob asked if the existing store would be grandfathered under current regulations if new code was passed. Mr. Boice said he was not sure the existing store would be grandfathered since it was not a zoning issue. Staff said it would probably be possible for the existing store to be grandfathered if that was the Council's intention.

Council Member Whitelock said she recently visited the Puppy Store, and the associate she talked to was very nice. She said the associate showed her genealogy and breeder information provided with a purchase, but said she was cautioned that breeders did not always respond to buyer attempts to make contact. Council Member Whitelock said the store smelled and looked clean.

Mr. Boice summarized that Option 1, similar to Sandy City Code, was more prohibitive and included regulations on the purchase of turtles. Option 2 would require USDA paperwork and appropriate dog sourcing. Current Code addressed rabbits and fowl, but did not address dogs. With Option 2, a puppy store would not be able to source dogs from a backyard breeder.

Council Member Whitelock said she did not want to put more regulations in place. She said it bothered her more to see animals sold in the parking lot at Sam's Club. Council Member Shelton said he agreed that parking lot breeders were more of an issue. Council Member Whitelock said she did not think the Puppy Store would still be in business if they had a lot of problems.

Council Member Jacob said he would be in favor of requiring reporting, as a small step. Mr. Boice said staff could draft something in between current Code and Option 2. Vice Chair Wignall asked if stores could be required to post where puppies were from prior to purchase. Chair Bedore said he liked the suggestion. Council Member Whitelock said she was not in favor of the USDA license requirement currently in Option 2. Mr. Boice said he would research options, and bring the topic back to the Committee of the Whole.

e. Presentation and Discussion by Members of Salt Lake County Council

Salt Lake County Council Chair Aimee Winder Newton and At-Large County Council Member Laurie Stringham gave a presentation explaining the history, purpose, structure, and funding for County programs and services. County services included: criminal justice/public safety; elections; Health Department; aging and adult services; behavioral health; culture and the arts; conventions and tourism; regional parks and recreation; library services; and property tax administration. Chair Newton explained the County budget, and said 74% of the County's General Fund was allocated to public safety. She gave an update on jail facilities. Council Member Stringham emphasized the benefits of tourism tax revenue. Chair Newton answered questions about funding for a recreation center on the west side of West Jordan. Council Member Stringham asked to see the recreation facility plans, and spoke of the potential for revenue to offset costs. The City Council thanked the Council Members for the update.

3. ADMINISTRATIVE ITEMS

None

4. ADJOURN

The meeting adjourned at 6:31 pm.

I certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on January 27, 2026. This document constitutes the official minutes for the West Jordan Committee of the Whole meeting.

Cindy M. Quick, MMC
Council Office Clerk

Approved this 10th day of February 2026

**Recording Requested By and
When Recorded Return to:**

City of West Jordan
Attention: City Recorder
8000 South Redwood Road
West Jordan, Utah 84088

For Recording Purposes, Do Not Write Above This Line

**DEVELOPMENT AGREEMENT
For “Barber Estates Development”**

The City of West Jordan, a Utah municipal corporation (~~the~~ “**City**”) and Anderson Development, L.C., a Utah Limited Liability Company (~~referred to as~~ “**Developer**”), enter into this Development Agreement (~~this~~ “**Agreement**”) as of the date Developer and the City’s mayor, on behalf of the City, mutually sign this Agreement, and agree (“**Effective Date**”) as set forth below. The City and the Developer are jointly referred to as the “**Parties**”. Each party may be referred to as a “**Party**”. The current property owner(s) of the “**Property**” (as defined in Recital 1 below) are David Barber and Lora Barber, as Trustees of the Barber Living Trust (~~referred to as~~ “**Property Owner**”), which acknowledge and consent to this Agreement and agree to be bound to all the terms of this Agreement (as set forth in Section F.1 and the OWNER ACKNOWLEDGEMENT AND CONSENT below).

RECITALS

1. Developer has entered into an agreement or agreements for the purchase or has the right to require the Property Owner to contribute to a Project Entity (defined in Section G.19 below), of approximately 8.3 acres of certain real property, located at or near 7401 South 5490 West, and identified as Assessor’s Parcel Number 20-23-325-015-0000 (the “**Property**” or “**Barber Estates Development**”). See the Legal Description of the Property attached as **Attachment A-1** and the Development Plan (showing the location of the Property) attached as **Attachment A-2**. The development identified in this Agreement, together with the Attachments, is referred to herein as the “**Project**” or the “**Development**”. After the approval of this Agreement, Developer shall develop and construct the Development consistent with this Agreement.

2. The Property is located in the Very Low Density Residential General Plan Future Land Use Map Designation. The Property is currently located in the Rural Residential One-Acre Lots Zone (RR-1D Zone, “**Current Zone**”) and the entire Property is being rezoned ~~by replacing the Current Zone with~~ the Single-Family Residential 9,000 Square Foot Minimum Lot Zone (R-1-9 Zone, “**New Zone**” and “**Rezone**”). The Rezone is also referred to as “**Map Amendment**”). The West Jordan City Code requires the approval of a Development Agreement, with an attached Development Plan, to complete the Rezone.

~~3. Developer has sufficient resources to develop the Project in its entirety. Developer acknowledges and agrees that the City has represented that it currently has limited utility infrastructure available for the Project and agrees to be bound by these limitations, as set forth in Sections D.2 and D.3 of~~

Barber Estates Development Agreement

the Terms below:

4. This approximately 8.3-acre Development is intended to include single-family dwellings residential development, with a vested maximum of 20 single-family Residential Dwelling Units (with a density of approximately 2.41 units per acre), ~~more particularly being described as single-family dwellings.~~

5. Developer may develop the Property in multiple phases (each a “Phase”) ~~and has contracted with the Property Owner to purchase or has the right to require the Property Owner to contribute to a Project Entity (defined in Section G.19 below) and develop the Property~~ in a manner that is consistent with this Agreement.

6. The Property will be developed in accordance with the development plan(s), subdivision plat(s), and/or site plan(s) approved by the City, the City Code, and as further refined by this Agreement.

7. The following Attachments are attached hereto and incorporated herein by reference:

Attachment A-1 – Legal Description of the Property

Attachment A-2 – Development Plan

8. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will add value for the Developer and the City, and will provide certainty useful to all Parties in ongoing and future dealings and relations among the Parties.

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

TERMS

A. Recitals; Definitions. The Recitals and Attachments are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City’s Land Use Regulations. In consideration for the increase in density allowed by the Rezone and this Agreement, Developer agrees to the remaining terms of this Agreement.

B. Condition(s) Precedent. As a condition precedent to the obligations of the Parties:

1. Approval of this Agreement. The rights, authority, and obligations of Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council of West Jordan (“**City Council**” or “**Council**”), in its sole legislative discretion, approves, by Ordinance, this Agreement.

2. Approval of Map Amendment. The rights, authority, and obligations of Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council, in its sole legislative discretion, approves, by Ordinance, the Map Amendment.

3. Closing on the Property Transactions. After the approval of the Agreement, ~~and the~~ Map Amendment, the rights, authority, and obligations of Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being as either: (1) Developer

Barber Estates Development Agreement

Commented [1]: That is not legal because it is a divestment of the police power. It is also not necessary.

closes on each Phase of the purchase of the Property from the Property Owner; or (2) Property Owner contributes a Phase to the applicable Project Entity (“**Closing**”).

C. Governing Regulations; and Conflicting Provisions. The Property, if developed, shall be developed in accordance and consistent with the “**Governing Regulations**”, in the following hierarchy of levels of documents: (i) first (highest level), the provisions of this Agreement, including the Development Plan and all the other Attachments and the Rezone, and (ii) second, the requirements and benefits provided for in relation to the New Zone under the City’s Land Use Regulations in effect as of the Effective Date. Any conflicting provisions shall be resolved in favor of the higher level of document.

D. Development Obligations.

1. Development Plans, Subdivision Plats, and Site Plans. In addition to the ~~Developer Parties~~ complying with the provisions of this Agreement and the Governing Regulations, development of the Property ~~by the Developer~~ shall be in accordance with any City-approved development plans, subdivision plats, site plans, this Agreement, and the Rezone. Developer and City agrees to comply with all permitting requirements, including but not limited to land disturbance permits and flood plain development permits. The approval of development plans, subdivision plats, and site plans shall not be unreasonably withheld, conditioned, or delayed by the City. After the approval of the Agreement and the Rezone by the City Council, if the City denies any development application, the City shall provide a written determination advising Developer of the reasons for the denial, including specifying the reasons the City believes that such application is not consistent with this Agreement, the Map Amendment, and the Governing Regulations.

2. Limited City Utility Infrastructure. Developer acknowledges and agrees that the City ~~has represented that it~~ currently has limited utility infrastructure available for the Project and agrees that development is subject to these limitations. To facilitate development beyond the City’s current infrastructure or public utilities capacity, (i) Developer may negotiate with the City to complete the construction of this infrastructure or public utilities and be reimbursed by the City, or (ii) Developer and the City may confer on other options of providing infrastructure or public utilities for the remainder of the Project and formalize such options as an amendment to this Agreement or other written agreement between the Parties. If the Developer and the City agree upon an option that includes updates to one or more of the City’s Master Plans, Capital Facilities Plans, or Impact Fees Analyses, Developer shall pay for the actual out-of-pocket costs of the updates, as set forth in the City’s Consolidated Fee Schedule. Developer may request that the City use reimbursement agreements with regards to offsite infrastructure. The following specific public utility infrastructure issues also exist:

a. Notwithstanding the foregoing, the City shall make all reasonable efforts to assist in providing all the infrastructure and utilities necessary for the completion of this Development. In particular, the City does not guarantee any amounts of culinary water (“~~source—Source water~~Water”) to be provided by the Jordan Valley Water Conservancy District;

- b. ~~Developer shall complete all necessary culinary water infrastructure; and~~
- c. ~~Developer shall complete all necessary sanitary sewer infrastructure.~~

Commented [2]: These terms are far too vague and can be read to obligate the Developer to service the entire City. What the developer is providing and paying for should be specific, either by describing it or referring to an attached site plan showing what infrastructure that the Developer must provide.

3. Other Essential Development Obligations. Other Development Obligations:

- a. Developer is responsible for the right-of-way dedication along 5490 West Street ("5490 West");
- b. Street access to 5490 West is required for fire response and to comply with the City's Land Use Regulations;

~~c. Developer is responsible for the construction of public improvements along 5490 West, including the area connecting the Property to the existing developed part of 5490 West to the south;~~

Commented [3]: This is illegal unless reimbursed.

~~d. Construction of 5490 West shall be from curb to curb, and the east side is required to have a sidewalk and a park strip. The west side may be constructed just to the curb. Property on the east side has been dedicated by prior development;~~

Commented [4]: This is illegal unless reimbursed.

~~e. The property required to build the west side of 5490 West (to the curb) will require additional property acquisition. In the alternative, Developer may request, and the City Council may approve, "half road" construction for 5490 West, in accordance with City Code Subsection 14-5-5G. The City will not consider a pioneering agreement to complete any improvements;~~

Commented [5]: This is illegal unless reimbursed.

~~f. 5490 West is not included in the City's Impact Fee Calculations, and the Transportation Master Plan considers this road to be a "Development Project Improvement" and not to be a "System Improvement"; therefore, a reimbursement agreement is not appropriate;~~

Commented [6]: The City must by law provide for reimbursement. They can decline pioneering agreements if they want, but must provide reimbursement in any event.

g-c. In accordance with City Code Subsection 14-5-5J1, private protection strips are not allowed on the Property or on contiguous or abutting property; and

d. The maximum number of Residential Dwelling Units is set forth in Recital 4 above.

e. The Project is projected to generate approximately 188 average daily trips (ADT) upon 5490 West. Accordingly, Barber Estates represents approximately 11.75% of the projected 1,600 PCE volume, and 1.71% of 5490 West's LOS C capacity. Moreover, City has previously entered into deferral agreements with previous developments that have resulted in 5490 West being underbuilt by those developers. Developer cannot be held responsible to make up any deficits caused by previous developments and decision by the City. Accordingly, Developer is responsible to dedicate and improve a half width of road along the portion of 5490 West that directly abuts the development.

Commented [7]: The City, the transportation master plan, failure to include in the impact fees, etc., cannot decide whether or not something is a System Improvement or not. System improvement is not a designation nor a choice. An improvement is either a system improvement or it is not, based upon the nature of the improvement itself. The statement that "reimbursement is not appropriate" is not legal. If something is a system improvement (so designated or not) it is constitutionally (Nollan/Dolan) entitled to reimbursement. This provision is not legal.

f. Developer's site plan provides transitional residential design, which incorporates Approximately 12,000 square foot lots along the eastern boundary adjacent to existing larger-lot residential properties, and approximately 10,000 square foot lots throughout the interior of the Project.

E. Development Rights; and Reserved Legislative Powers.

1. Development Rights. Developer shall have the vested right to develop and construct, in one or more Phases, the Project in accordance with the terms and conditions of this Agreement, the Rezone, and the existing City Code.

2. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section E.1 based on a good faith application of the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change, including the imposition of any moratoria, affecting the vested rights of the Developer granted under this Agreement shall be binding upon Developer only if: ~~(a) such change is of general application to all development activity in the City; and (b) Developer receives, unless~~ in good faith the City declares an emergency posing an imminent danger to the safety of its citizens, not less than ninety (90) days prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project and the rights granted hereunder.

F. Term of this Agreement; Agreement Runs With the Land. Subject to Section B above, the obligations of the Parties under this Agreement shall take effect as of the Effective Date, shall run with the land, and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised. Subject to Developer's extension right set forth below, this Agreement shall not extend beyond a period of ten (10) years from its date of recordation in the office of the Salt Lake County Recorder. So long as Developer is not in default under this Agreement, Developer shall have the right, upon written notice to the City prior to the expiration of the initial ten (10) year term, to extend the term for an additional five (5) years. If Developer has not commenced development of a portion of the Property consistent with this Agreement prior to its termination, the undeveloped portion of the Property ~~may not be developed under this Agreement until one of the following occurs: (i) a new written agreement has been negotiated and executed by the Parties or successors in interest, governing development of the Property; or (ii) Developer or its successor in interest applies to the City for zoning and the City Council, in its sole legislative discretion approves either the requested or different zoning.~~

1. ~~Agreement Runs with the Land. This Agreement shall be recorded against the Project, as described in the Attachment A-1. The agreements, benefits, burdens, rights, and responsibilities contained herein, including all vested rights and obligations of Developer, shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. This Agreement, and the Development Application, shall also apply to the Property Owner and to any other current owners of real property, if any, in the Project, and their assigns, who are bound to all the terms of this Agreement. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project.~~

G. General Provisions.

Barber Estates Development Agreement

Commented [8]: It is a taking to say that the property cannot be developed. All you can do is invalidate this agreement, not the right to develop altogether.

Commented [9]: I am not sure what this means, but if it implies that upon the expiration of this agreement, the zoning automatically changes or reverts back to AG, that is an illegal divestment of the police power.

Commented [10]: This is redundant with the section above.

1. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses noted below or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

{See next page-}

If to City: ATTN: City Recorder
 City of West Jordan
 8000 South Redwood Road
 West Jordan City, UT 84088

If to Developer: ATTN: Thatiam Falls
 Anderson Development, L.C.
 9730 South 700 East, Ste. 200, Sandy, UT, 84070

2. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above.

3. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce any other provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

5. Authority. The Parties represent to one another that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The Parties warrant to one another that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. If any party to this Agreement is a trust, before signature of this Agreement, all trustees of any trust who are acting on behalf of the trust as a party to this Agreement or subsequent agreements must produce proof to the City's satisfaction that the signatory signing this Agreement is indeed the legally authorized trustee of the trust. The Developer represents to the City that by entering into this Agreement, and Property Owner's execution of the consent, all persons and entities having a legal or equitable interest in the Property necessary to subject the Property to the terms of this Agreement as of the Effective Date are parties hereto.

6. Entire Agreement. This Agreement, including Attachments to this Agreement and all other documents referred to in this Agreement, contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office. Moreover, any amendment to this Agreement not recorded in the Salt Lake County Recorder's Office shall be void *ab initio*.

8. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Default.

a. If Developer or the City fail 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 as provided herein. ~~If the City believes that the default has been committed by a third party, then the City shall also provide a courtesy copy of the notice to Developer.~~ The Notice of Default shall:

(1) Specify the claimed event of default by identifying with particularity specific provisions of this Agreement, and any applicable law, rule, or regulation that the Party is claimed to be in default;

(2) Identify why the default is claimed to be material; and

(3) If a party chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

b. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11. Remedies. If, after meeting and conferring, the Parties are not able to resolve an alleged default, then, following the expiration of applicable cure periods, the Parties shall have their rights and

Commented [11]: Don't want to imply that there are any third-party beneficiaries. If this refers to assignees, that is covered below.

remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination.

12. [Reserved].

13. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by written agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

14. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

15. Force Majeure. All time period imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all generally applicable moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Developer or its successors.

16. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including on any appeal.

17. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns.

18. No Third-Party Rights. The obligations of the signatories of this Agreement and the City, set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

19. Assignment. Developer shall not assign, delegate, or transfer its interest in this Agreement without prior written approval by the City; provided, however, Developer may freely assign its interest in this Agreement, in whole or in part with respect to a Phase (in each case, without approval from the City) to either of the following (each, a "**Project Entity**") (i) an entity that is owned or controlled by Developer and/or the Property Owner or its/their affiliates or subsidiaries or (ii) any joint venture partner of Developer or its affiliates or subsidiaries, so long as Developer gives written notice of such assignment to the City and the successor party agrees to assume Developer's obligations set forth in this Agreement (as to the Phase). Except as set forth in the preceding sentence, any attempt to assign, delegate, or transfer without the City's prior written approval will be void *ab initio*, and Developer will remain liable for the performance of each and every obligation of Developer in this Agreement. If an assignment, delegation, or transfer is held not to be void, the parties intend that this Agreement will be binding on the assignee, delegatee, or transferee, as applicable. Any such request for assignment may be made by letter addressed to the City as provided herein, and the prior written consent of the City may be evidenced by letter from the City to Developer or its successors or assigns. The assignment of one or more Phases of the

Project shall require the assignee to sign a form of assignment and assumption of this Agreement, agreeing to be bound by the terms of the Land Use Regulations and this Agreement from and after the date of such assignment. Upon any assignment to a Project Entity, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned. Additionally, notwithstanding the foregoing or anything to the contrary herein, Developer shall have the right, without the consent of the City, to collaterally assign this Agreement to Developer's lender for the Project or any Phase of the Project.

20. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

21. Indemnification. Developer shall, at all times, protect, indemnify, save harmless, and defend City and its agents, employees, officers, and elected officials from and against any and all out-of-pocket claims, demands, judgments, expense, and all other out-of-pocket damages of every kind and nature made, rendered, or incurred by the City, including the City's employees, which arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Regulations related to the development of a Phase, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement ("**Any Claims**"). Nothing in this provision shall be deemed to limit or impair Developer's rights or claims for contribution, indemnification, or relief against City's contractors, subcontractors, or suppliers. Notwithstanding the foregoing or anything to the contrary herein, Developer shall not be required to indemnify, hold harmless, or defend City from any claims or liabilities caused by, or resulting from, any actions or failures to act by City or its agents, employees, officers, or contractors.

22. Referendum. In the event of a referendum or similar ballot measure for the approval of this Agreement or the Rezone ("**Referendum**"), and if the City in its sole discretion, but only at the written request of Developer, subsequent to the approval of this Agreement, elects to defend against the Referendum, the Developer shall reimburse City's out-of-pocket fees (including reasonable out-of-pocket attorney's fees), out-of-pocket court costs, and any related out-of-pocket costs of defending against the Referendum; provided, in no event shall the Developer have any obligation to reimburse such costs unless Developer requests in writing that the City defend against the Referendum. The Developer's obligation to reimburse the City during any defense of a Referendum shall be reimbursed within ten (10) days of the City providing written notice to Developer of the City's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the City. Developer's obligation to indemnify against the out-of-pocket costs of defense shall exist regardless of the outcome of the Referendum or decisions to modify or withdraw the approval.

23. Non-Liability of Officials or Employees. No officer, representative, agent, or employee of the City, or the Developer, shall be personally liable to the other Party, or any successor-in-interest or assignee of such other Party, in the event of any default or breach by either Party or for any amount which may become due to such other Party, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

24. Representation Regarding Ethical Standards. The Developer represents that it has not

knowingly influenced, and hereby promises that it will not knowingly influence, a current or former City officer or employee to breach any of the ethical standards set forth in the City Ethics Ordinance codified in Title 1, Chapter 11 (including Article A) of the West Jordan City Code.

25. Public Information. The Parties understand and agree that all documents (not drafts) formally submitted to the City that are related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

26. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

27. Tax Benefits. The City acknowledges that Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Project to the City or to a charitable organization for open space. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. The City shall reasonably cooperate with Developer to the maximum extent allowable under law to allow Developer to take advantage of any such tax benefits.

28. Estoppel Certificate. Upon twenty (20) days' prior written request by Developer, the City will execute an estoppel certificate to any third party certifying that Developer at that time is not in default of the terms of this MDA.

IN WITNESS WHEREOF, the Parties have executed this Agreement, having been approved by the City of West Jordan pursuant to the Ordinance authorizing such execution, and by a duly authorized representative of Developer.

CITY OF WEST JORDAN,
a Utah municipal corporation

By: _____

Dirk Burton, Mayor

ATTEST:

City Recorder

[Acknowledgment and additional signatures on the following pages.]

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

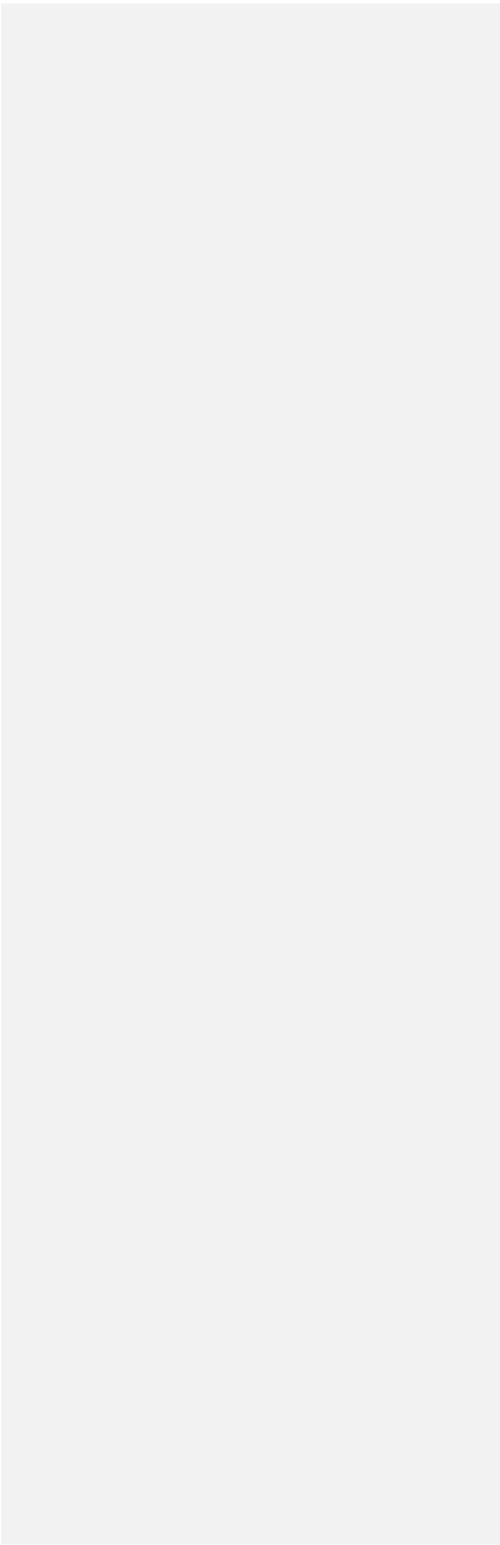
On this ____day of _____, 2026, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and _____, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Utah

APPROVED AS TO FORM

City Attorney’s Office

[Additional signatures on the following pages.]



Anderson Development, L.C.,
a Utah Limited Liability Company
("DEVELOPER")

By (Sign): _____

Print Name: _____

Its (Title): Manager

ACKNOWLEDGMENT

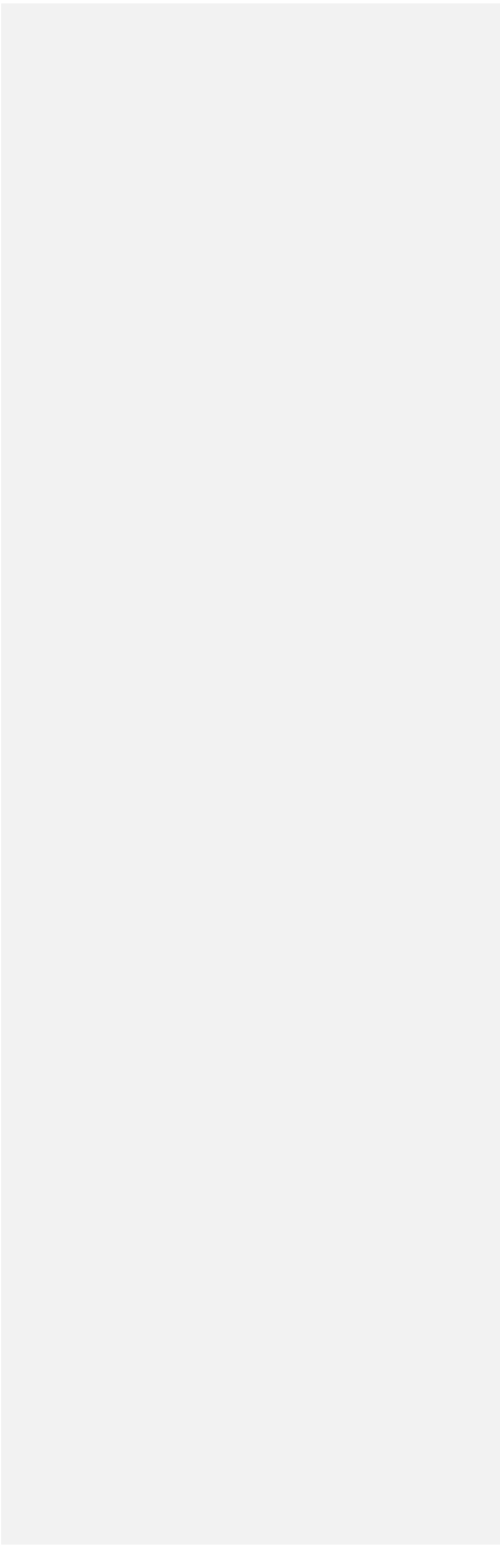
STATE OF UTAH)
 : ss.
County of _____)

On this ____ day of _____, 2026, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the _____ of **Anderson Development, L.C.**, a Utah Limited Liability Company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC

[Additional signatures on the following page.]



OWNER ACKNOWLEDGEMENT AND CONSENT

David Barber and Lora Barber, as Trustees of the Barber Living Trust, is/are the Property Owner of the Property referenced in the agreement entitled “DEVELOPMENT AGREEMENT For Barber Estates Development”, the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its/their signatures below, this Property Owner: (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including the Attachments and all material referenced in the Agreement), (ii) has had opportunity, if so desired, to review the Agreement with legal counsel, (iii) acknowledges that Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section F.1 above of the Agreement, the Agreement shall also apply to all other current owners of real property in the Project, if any, who are likewise bound to all the terms of the Agreement.

Trustees of the Barber Living Trust:

By (Sign): _____
David Barber, as Trustee

By (Sign): _____
Lora Barber, as Trustee

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of _____)

On this ____ day of _____, 20____, before the undersigned notary public in and for the said state, personally appeared **David Barber and Lora Barber**, known or identified to me to be the **Trustees of the Barber Living Trust**, and the persons who executed the foregoing instrument and acknowledged to me that said Trust executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

NOTARY PUBLIC

[Attachments on the following pages.]

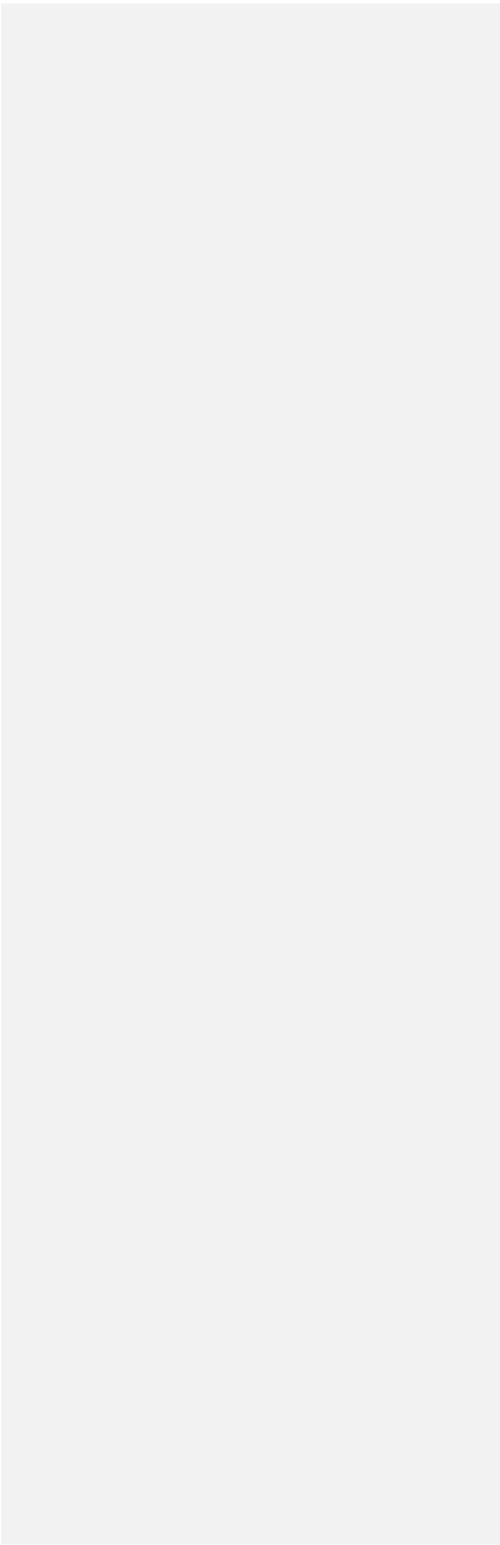
Attachment A-1

Legal Description of the Property

Assessor's Parcel Number 20-23-325-015-0000

[Place Legal Description here.]

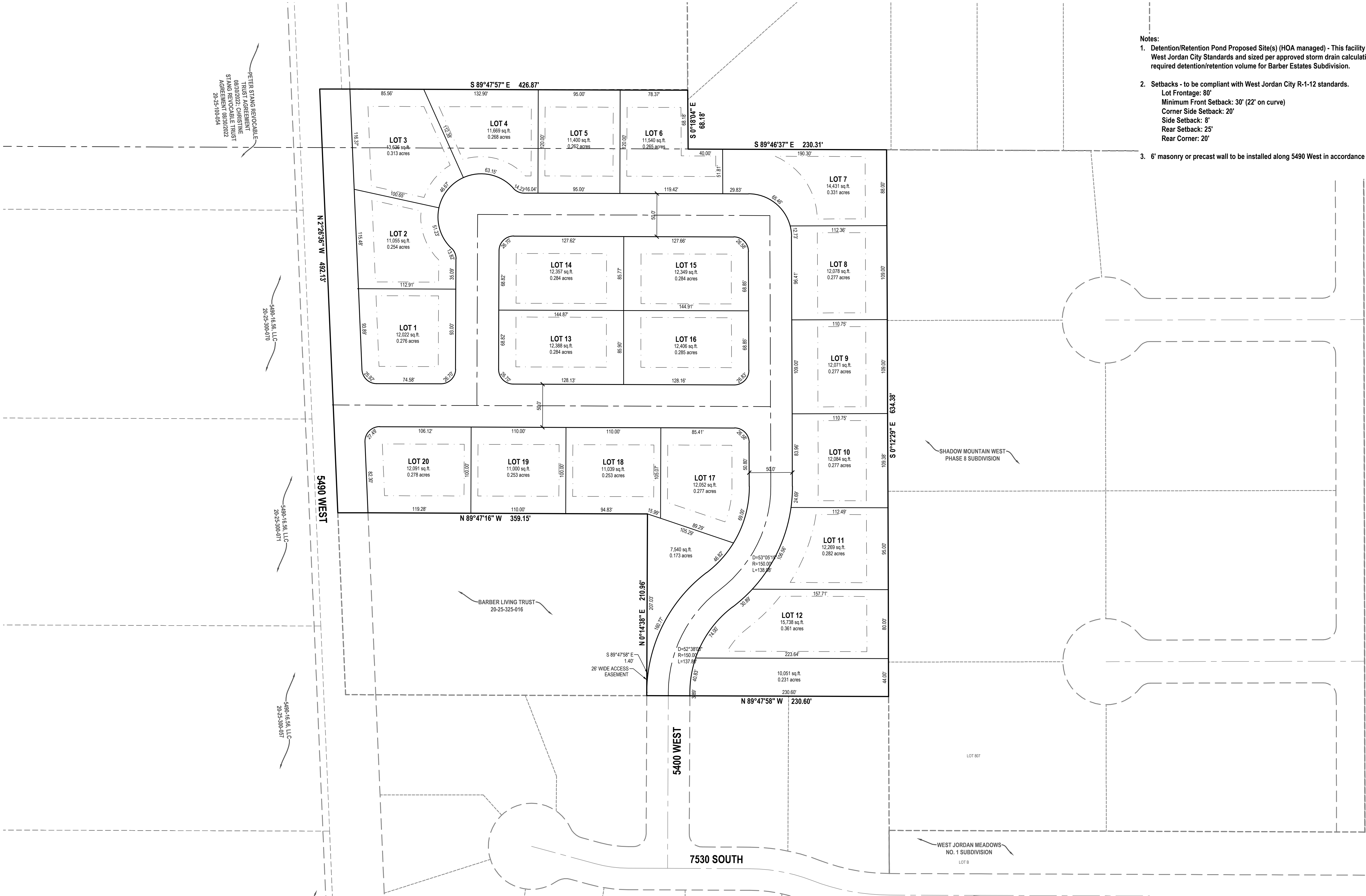
DRAFT



Attachment A-2
Development Plan

[See the attached pages.]

DRAFT



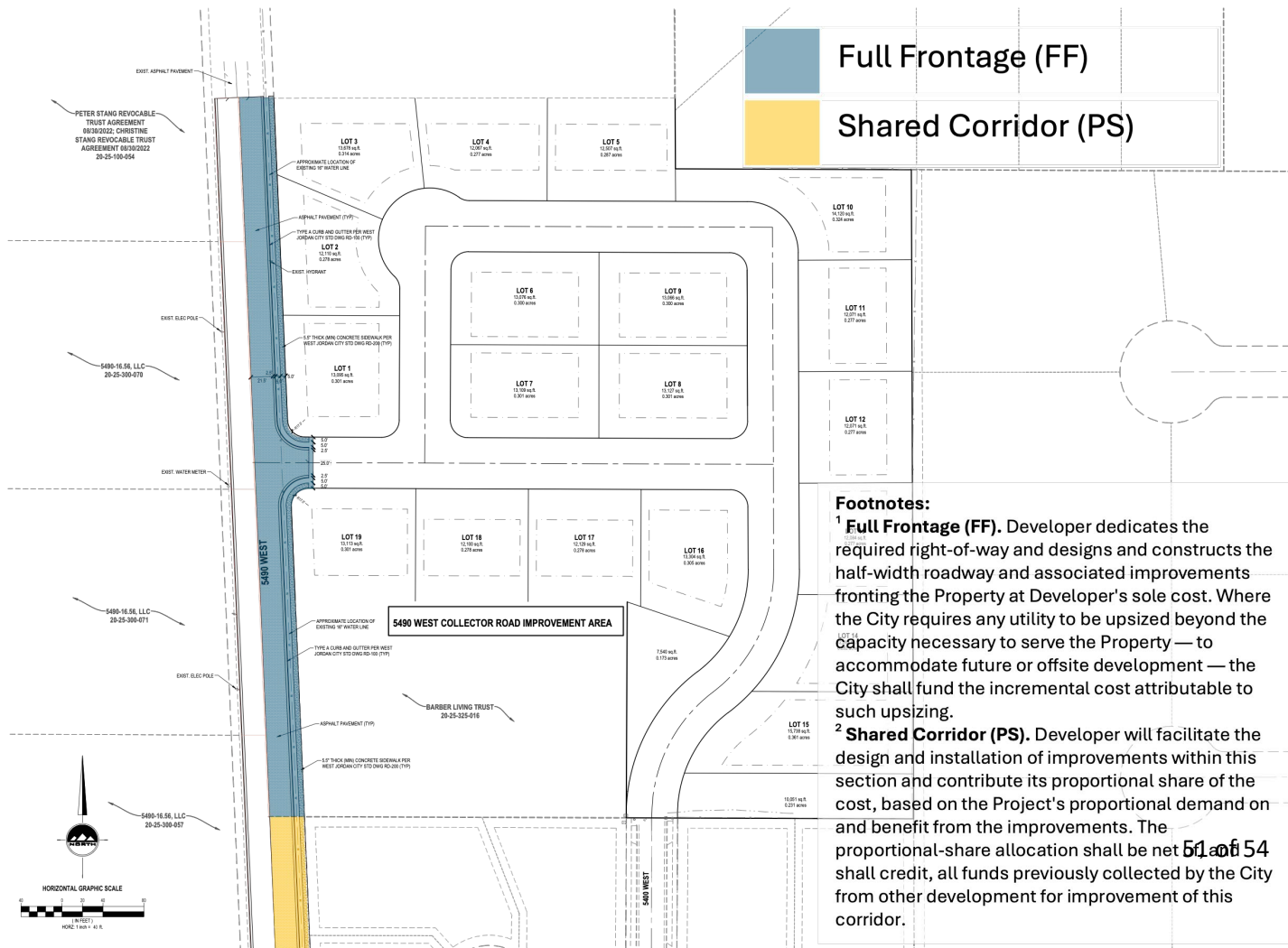


FOR:
GOLDCREST HOMES
9730 SOUTH 700 EAST
SANDY, UT 84070

CONTACT:
ADAM ANDERSON
801-582-1000

BARBER ESTATES
CONCEPT
STREET
WEST JORDAN CITY | UTAH

Shared Corridor (PS)



Footnotes:

1 Full Frontage (FF). Developer dedicates the required right-of-way and designs and constructs the half-width roadway and associated improvements fronting the Property at Developer's sole cost. Where the City requires any utility to be upsized beyond the capacity necessary to serve the Property — to accommodate future or offsite development — the City shall fund the incremental cost attributable to such upsizing.

2 Shared Corridor (PS). Developer will facilitate the design and installation of improvements within this section and contribute its proportional share of the cost, based on the Project's proportional demand on and benefit from the improvements. The proportional-share allocation shall be net 51 of 54 shall credit, all funds previously collected by the City from other development for improvement of this corridor.

SITE PLAN

PROJECT NUMBER
14186

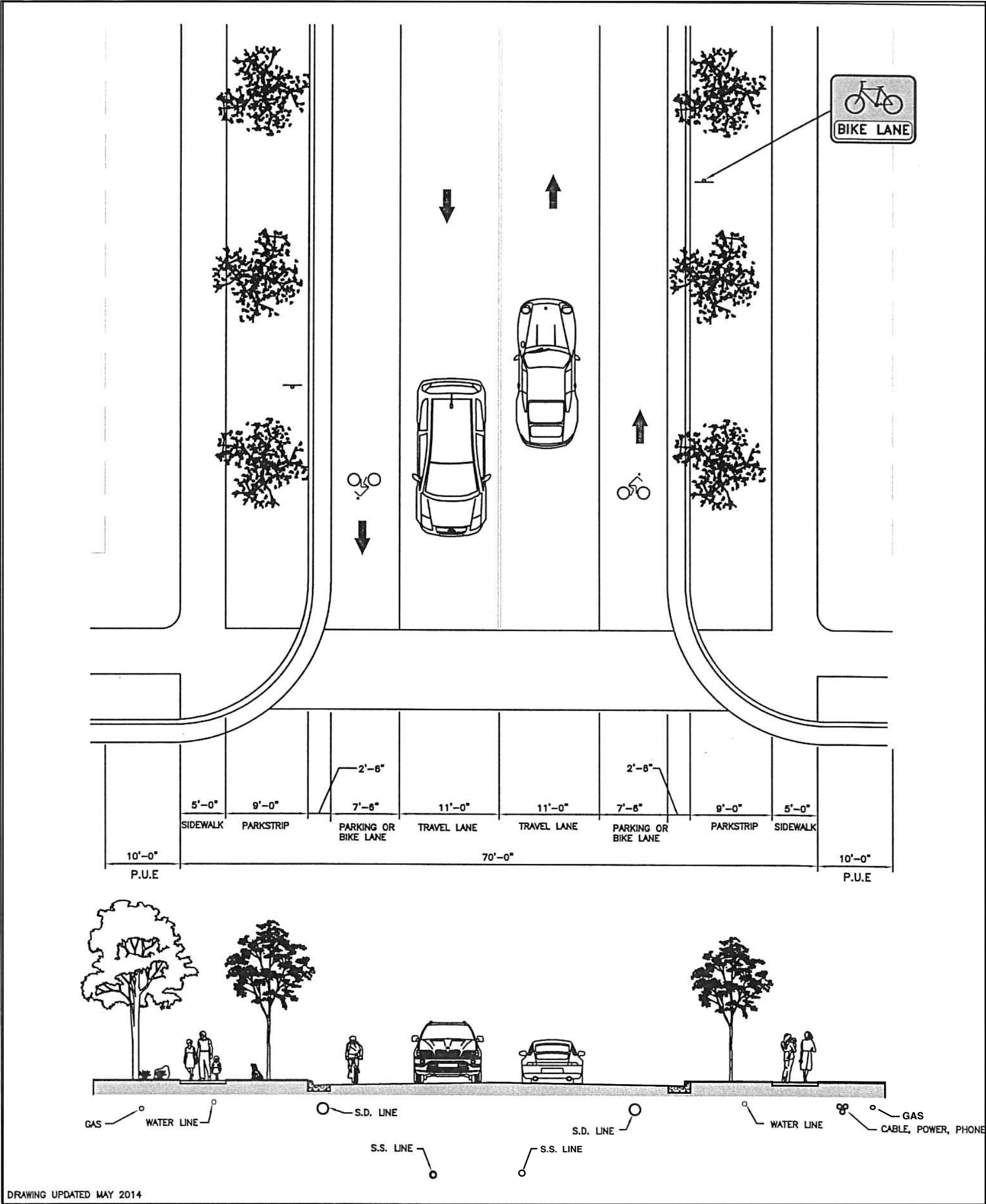
PRINT DATE
2020-03-2

PROJECT MANAGER
BAM

DESIGNED BY
K7W

EX-100





DRAWING UPDATED MAY 2014

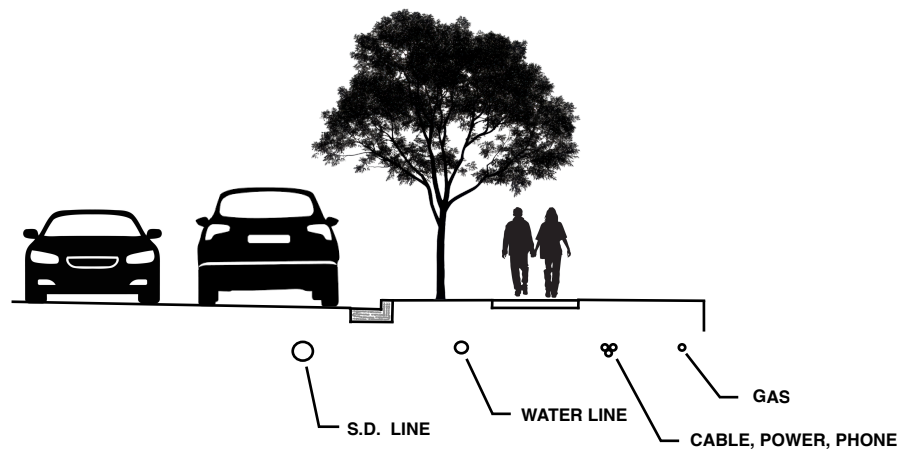
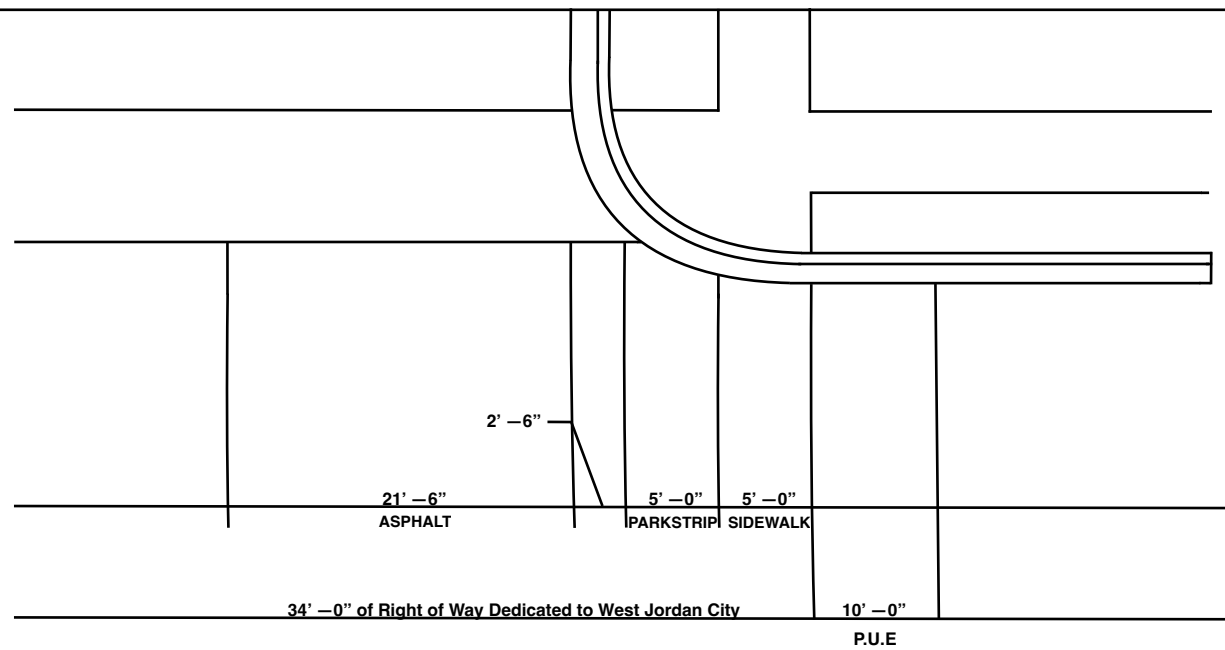
City of West Jordan, Utah



COLLECTOR STREET CROSS SECTIONS (TYPICAL)

STANDARD DRAWING

RD-030



City of West Jordan, Utah

COLLECTOR STREET CROSS SECTIONS (TYPICAL HALF ROAD)