



## PLANNING COMMISSION AGENDA

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Thursday, September 10, 2026, 6:30 PM  
1020 East Pioneer Road  
Draper, UT 84020  
Council Chambers

### 6:30 PM BUSINESS MEETING

#### 1. Items for Commission Consideration

##### 1.a Public Hearing: Bangerter Crossroads Site Plan Request (Administrative Item)

On the request of Troy Wolverton with AWA Engineering, representing Lloyd's TLC Limited for a Site Plan request on approximately 12 acres of property at approximately 13782 S. 300 E. Known as application 2026-0106-SP. Staff Contact: Todd Draper, (801) 576-6335, [todd.draper@draperutah.gov](mailto:todd.draper@draperutah.gov).

**(This item has been continued to the September 24, 2026 Planning Commission meeting)**

##### 1.b Public Hearing: Blueprints and Blossoms LLC. Home Occupation Conditional Use Permit Request (Administrative Item)

On the request of Emilie Brenchley, representing Blueprints and Blossoms, LLC. a Home Occupation Conditional Use Permit Request 0.02 acres located at approximately 67 E. Bella Monte Dr. Known as Application 2026-0075-USE. Staff Contact: Nick Whittaker, 801-576-6522, [Nick.Whittaker@draperutah.gov](mailto:Nick.Whittaker@draperutah.gov).

##### 1.c Public Hearing: Exchange 14068 South 145 East Development Agreement Request (Legislative Item)

On the request of the Woodbury Corporation, for a Development Agreement on approximately 2.15 acres of property located at 14068 South 145 East. Known as application 2026-0195-DA. Staff contact: Jennifer Jastremsky, 801-576-6328, [jennifer.jastremsky@draperutah.gov](mailto:jennifer.jastremsky@draperutah.gov).

##### 1.d Public Hearing: Snow Zoning Map Amendment Request (Legislative Item)

On the request of Lowell and Tamara Snow, a Zoning Map Amendment for approximately 1.35 acres located at approximately 960 E. New Hope Dr. Known as Application 2026-0186-MA. Staff Contact: Nick Whittaker, 801-576-6522, [Nick.Whittaker@draperutah.gov](mailto:Nick.Whittaker@draperutah.gov).

**1.e Public Hearing: SSVM Development Agreement, Land Use Map Amendment, and Zoning Map Amendment Requests (Legislative Item)**

On the request of Ari Bruening, representing Sai Suresh Danduboyina, approval of a Development Agreement to allow the development of the property into 4 lots on a 26-foot wide private roadway, amend the Land Use Map from the Residential Low-Medium Density designation to the Residential Medium Density designation, and amend the Zoning Map from the RA1 zone to the R3 zone, for approximately 1.58 acres of land located at 11511 S. 700 W. Application Nos. 2026-0126-DA, 2026-0124-MA, and 2026-0125-MA. Staff Contact: Todd Taylor, 801-576-6510, todd.taylor@draperutah.gov.

**2. Other Business**

**2.a Annual Planning Commissioner Training by City Staff.**

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

**3. Adjournment**

I, the City Recorder of Draper City, certify that copies of this agenda for the **Draper Planning Commission** meeting to be held **September 10, 2026**, were posted at Draper City Hall, Draper City website [www.draperutah.gov](http://www.draperutah.gov), and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn).



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

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

# MEMO



To: Planning Commission

From: Nick Whittaker, MCMP

Date: 2026-09-10

Re: Public Hearing: Blueprints and Blossoms LLC. Home Occupation Conditional Use Permit Request (Administrative Item)

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## Comments:

This application is a request for approval of a Home Occupation Conditional Use Permit for approximately 0.01 acres located on the North side of Bella Monte Dr. at approximately 67 E. Bella Monte Dr. The property is currently zoned RM2 (Multiple-Family Residential). The applicant is requesting that a Home Occupation Conditional Use Permit be approved to allow for a home Cottage Business that produces and sells flower arrangements and baked cakes.

## Findings for approval:

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

## Findings for denial:

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

## ATTACHMENTS:

[blueprints and Blossoms LLC staff report.pdf](#)



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**Development Review Committee**

1020 East Pioneer Road

Draper, UT 84020

August 28, 2026

**To:** Draper City Planning Commission  
Business Date: September 10, 2026

**From:** Development Review Committee

**Prepared By:** Nick Whittaker, MCMP, Planner II  
Planning Division  
Community Development Department  
801-576-6522, [Nick.Whittaker@draperutah.gov](mailto:Nick.Whittaker@draperutah.gov)

**Re:** **Blueprints and Blossoms, LLC. – Home Occupation Conditional Use Permit Request**

Application No.: 2026-0075-USE

Applicant: Emilie Brenchley, representing Blueprints and Blossoms, LLC.

Project Location: 67 E. Bella Monte Dr.

Current Zoning: RM2 (Multiple-family Residential) Zone

Acreage: 0.02 Acres (Approximately 1028 ft<sup>2</sup>)

Request: Request for approval of a Home Occupation Conditional Use Permit in the RM2 zone to operate a Cottage Business.

### **BACKGROUND AND SUMMARY**

This application is a request for approval of a Home Occupation Conditional Use Permit for approximately 0.02 acres located on the North side of Bella Monte Dr. at approximately 67 E. Bella Monte Dr. (Exhibit B & C). The property is currently zoned RM2. The applicant is requesting that a Home Occupation Conditional Use Permit be approved to allow for a home Cottage Business that produces and sells flower arrangements and baked cakes.

The subject property is Unit 8-1 in building 8 of the Bella Monte At Draper Meadows Condominium Plat. The dwelling was constructed in 2007 and the proposed cottage business is operated from the kitchen of the home.

### **ANALYSIS**





General Plan and Zoning.

| Table 1           | General Plan and Zoning Designations | Exhibit   |
|-------------------|--------------------------------------|-----------|
| Existing Land Use | Residential High Density             | Exhibit D |
| Current Zoning    | RM2                                  | Exhibit E |
| Adjacent Zoning   |                                      |           |
| East              | RM2                                  |           |
| West              | RM2                                  |           |
| North             | RM2                                  |           |
| South             | RM2                                  |           |

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

*Residential High Density*

| LAND USE DESCRIPTION     |                                                                                                                                                                                                                                                                                       |                                                                                                                          |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>CHARACTERISTICS</b>   | <ul style="list-style-type: none"> <li>Abundant landscaping</li> <li>Architectural variation between units and/or buildings, designed to look like houses, not boxes</li> <li>Avoid walls and fences, except for screening and buffering with neighboring developments</li> </ul>     |                                                                                                                          |
| <b>LAND USE MIX</b>      | Primary <ul style="list-style-type: none"> <li>Patio homes</li> <li>Townhouses</li> <li>Multifamily housing</li> </ul>                                                                                                                                                                | Secondary <ul style="list-style-type: none"> <li>Parks</li> <li>Churches</li> <li>Schools</li> <li>Open Space</li> </ul> |
| <b>DENSITY</b>           | <ul style="list-style-type: none"> <li>Density range: 8-12 dwelling units per acre</li> </ul>                                                                                                                                                                                         |                                                                                                                          |
| <b>COMPATIBLE ZONING</b> | <ul style="list-style-type: none"> <li>Institutional care (IC)</li> <li>Multiple-family Residential (RM1)</li> <li>Multiple-family Residential (RM2)</li> <li>Master Planned Community (MPC)</li> </ul>                                                                               |                                                                                                                          |
| <b>LOCATION</b>          | <ul style="list-style-type: none"> <li>Near retail centers, offices, or other compatible uses</li> <li>Near major transit investment corridors</li> </ul>                                                                                                                             |                                                                                                                          |
| <b>OTHER CRITERIA</b>    | <ul style="list-style-type: none"> <li>Care must be taken to minimize impacts on other residential areas to provide adequate circulation to accommodate the traffic demands</li> <li>The developer must demonstrate that the project provides a quality living environment</li> </ul> |                                                                                                                          |

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

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

- A. *Ownership: The home occupation shall be owned and operated by a person who resides in the dwelling where the home occupation is located. Such person shall be the primary provider of the labor, work, or service provided in the home occupation.*
- The applicant owns the business and resides at the dwelling (Exhibit H).
- B. *Business License: A business license for the home occupation shall be obtained from and continually maintained with the city pursuant to title 6, chapter 11 of this code.*
- The applicant indicates that they will obtain and maintain a business license with Draper City.
- C. *Employees: Members of the family of the owner who reside in the dwelling may be employed in the home occupation. Nonfamily or nonresident employees shall be limited to one person.*
- The business has one nonresident employee who works remotely and does not come to the home (Exhibit H).
- D. *Inspection: All facilities shall comply with fire, building, plumbing, electrical and all other city, county, state and federal codes. Inspections during reasonable hours by city officials may occur as necessary to assure compliance with regulations.*
- The applicant has agreed to comply with necessary inspections (Exhibit H).
- E. *Inventory: No stock in trade, inventory, or other merchandise to exceed two hundred fifty (250) square feet shall be kept on the premises. No outside storage is allowed.*
- The applicant indicates that they will abide by this ordinance but did not provide additional details as to how much area in the home is utilized for storing inventory or where it is stored. (Exhibit H).
- F. *Modification Of Structures Or Yards: There shall be no visible evidence from the exterior of a dwelling that it is being used for any other purpose than that of a dwelling. No activities shall be carried on outside the dwelling in the yard for the benefit of or incidental to the home occupation. No front yard area shall be altered to provide parking required for a home occupation.*

- The applicant indicates that they will abide by this ordinance (Exhibit H).
- G. *Nuisance: Tools, items, equipment, or activities conducted within the dwelling which is offensive or noxious by reason of the emission of odor, smoke, gas, vibration, magnetic interference, or noise shall be prohibited.*
- According to the applicant, the business does not create nuisances (Exhibit H).
- H. *Secondary Use: The home occupation shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes. The home occupation shall not disrupt the normal residential character of the neighborhood in which the residence is located. Not more than twenty five percent (25%) of the dwelling unit shall be used for the home occupation.*
- The designated work area is the kitchen which totals approximately 132 ft<sup>2</sup>. The home is approximately 1896 ft<sup>2</sup> in size. The business use occupies approximately 6% of the dwelling (Exhibit G).
- I. *Signs: All signage in a residential area must comply with chapter 26, "Signs", of this title.*
- The home occupation will not have any signage on the property (Exhibit H).
- J. *Traffic, Parking, And Access: No home occupation use shall generate pedestrian, parking, or vehicular traffic in excess of that customarily associated with the zone in which the use is located. All parking shall be provided and maintained on site with adequate provision for drop off traffic.*
- No customers come to the home.
- K. *Vehicles: Other than the business owner's personal transportation, there shall be no vehicles or equipment on the property associated with the home occupation which would not normally be found at a residence. No signage for the home occupation shall be allowed on vehicles.*
- The applicant indicates that they will abide by this ordinance (Exhibit H).
  - No additional business-related vehicles are used.
  - The applicant uses their personal vehicle for the home occupation.

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

- The applicant indicates that they will abide by this ordinance (Exhibit H).

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

- The applicant indicates that they will abide by this ordinance (Exhibit H).

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

- The applicant indicates that the business will comply with this criterion (Exhibit H).

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

- The applicant indicates that the business will comply with this criterion (Exhibit H).
- All business activity at the property will be conducted entirely within the home (Exhibits H & G).

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

- The applicant did not provide a letter from the HOA, indicating in their responses that they believed it to not be necessary as the business conducted at the dwelling does not include employees or customers coming to the home or business vehicles.
- The business does propose having one employee that works remotely. The applicant will need to obtain a letter from the HOA which provides consent to operate a home occupation to comply with this criterion.
- Staff has included the submittal of a letter of approval from the HOA as a condition of approval. The Planning Commission could alternatively

approve a deviation from strict compliance with this criterion if they so choose.

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

- The home occupation does not involve child care.
- The applicant indicates that the home occupation operates under the State of Utah's Home Consumption and Homemade Food act and does not engage in cottage food production as defined by the State.
- Staff notes that the home occupation will be required to maintain compliance with the State of Utah's Home Consumption and Homemade Food Act.

The business provides flower arrangements and cakes for private events. Orders are made online and no customers come to the home. The business is located in the kitchen where flower arrangements are produced and cakes are baked. When complete, the applicant takes the finished items directly to the customers location. The applicant uses their personal vehicle to pick up supplies from the store and deliver the finished product to the customer. The applicant does not have any employees who come to the home. The applicant did not provide days and hours of operation. No additional onsite parking is needed for this home occupation as there are no customers coming to the home, no employees coming to the home, and no business vehicles other than the applicant's personal vehicle.

Staff recognizes that the potential for negative impacts to the neighborhood from this business are extremely unlikely given the small scale of the business operation.

The proposed home occupation is defined as a Cottage Business per Draper City Code. A Cottage Business being operated from a residence requires a Conditional Use Permit per City Ordinance.

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

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

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

The applicant has provided statements regarding how they comply with conditional use criteria (Exhibit H). Staff has reviewed the applicant's statements and application materials. Staff believes that any potential negative impacts are mitigated by the small scale of the

operation. In addition, the arrangement of flowers and the baking of cakes are common in residential areas and presents no impact to the health, safety, and welfare of the City, the area, and persons owning or leasing property in the area.

## **REVIEWS**

*Planning Division Review.* The Draper City Planning Division has completed their review of the Home Occupation Conditional Use Permit submission. Comments from this division, if any, can be found in Exhibit A.

*Engineering and Public Works Divisions Review.* The Draper City Engineering and Public Works Divisions have completed their reviews of the Home Occupation Conditional Use Permit submission. Comments from these divisions, if any, can be found in Exhibit A.

*Building Division Review.* The Draper City Building Division has completed their review of the Home Occupation Conditional Use Permit submission. Comments from this division, if any, can be found in Exhibit A.

*Fire Division Review.* The Draper City Fire Marshal has completed his review of the Home Occupation Conditional Use Permit submission. Comments from this division, if any, can be found in Exhibit A.

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

## **STAFF RECOMMENDATION**

After reviewing the application, staff finds that the application complies with the minimum criteria of the DCMC for approval of the application and recommends that the Planning Commission review the request, hear from the applicant, and receive public comment as applicable to the application. Staff recommends that the Planning Commission approve the request based on the findings and criteria for approval as listed in the staff report. The staff recommendation is based upon the following:

1. The applicants proposal does not alter the established residential character and aesthetic of the area or impact the health, safety and welfare of their neighborhood or the City.
2. The applicants proposal will contribute tax revenue to the City.
3. The applicants proposal supports the Economic Vitality Goals found in the City Goals and Policies chapter of the City's General Plan.



If the Planning Commission decides to approve the request, staff recommends they include the following conditions of approval:

1. That all requirements of the Draper City Engineering, Public Works, Building, Planning, and Fire Divisions are satisfied.
2. That a Draper City business license shall be obtained and maintained by the business owner for as long as the business remains in operation.
3. That no customers shall come to the home.
4. That there shall be no more than one employee.
5. That only the applicants personal vehicle shall be used in conjunction with the Home Occupation
6. That the applicant obtain a letter from the HOA providing consent to operate a Home Occupation that has an additional employee who works remotely.

### **MODEL MOTIONS AND FINDINGS**

Sample Motion for Approval – I move that we approve the Home Occupation Conditional Use Permit, as requested by Emilie Brenchley, representing Blueprints and Blossoms, LLC. Application 2026-0075-USE, based on the following findings for approval and subject to the conditions listed in the Staff Report dated August 28, 2026.

Findings for approval:

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

I move that we approve the Home Occupation Conditional Use Permit, as requested by Emilie Brenchley, representing Blueprints and Blossoms, LLC., Application 2026-0075-USE, based on the findings for approval and subject to the conditions listed in the Staff Report dated August 28, 2026 and as modified by the following additional findings or conditions:

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

Sample Motion for Denial – I move that we deny the Home Occupation Conditional Use Permit, as requested by Emilie Brenchley, representing Blueprints and Blossoms, LLC., Application 2026-0075-USE, based on the following findings for denial listed in the Staff Report dated August 28, 2026.

Findings for denial:



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

## DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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

Brien Maxfield

Digitally signed by Brien Maxfield  
DN: C=US,  
E=brien.maxfield@draperutah.gov,  
O=Draper, OU=Public Works -  
Engineering, CN=Brien Maxfield  
Date: 2026.09.01 09:18:10-06'00'

Draper City Public Works Department

  
Draper City Planning Division

Don Buckley

Digitally signed by Don Buckley  
DN: C=US, E=don.buckley@draper.ut.us, O=Draper  
City Fire Department, OU=Fire Marshal, CN=Don  
Buckley  
Date: 2026.09.02 16:56:38-06'00'

Draper City Fire Department

  
Draper City Legal Counsel

Matthew Symes

Digitally signed by Matthew Symes  
DN: C=US,  
E=matt.symes@draperutah.gov,  
O=Draper City Corp., CN=Matthew Symes  
Date: 2026.09.01 08:56:56-06'00'

Draper City Building Division

## EXHIBIT A DEPARTMENT REVIEWS

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

### Planning Division Review.

1. No Additional Comments

### Engineering and Public Works Divisions Review.

1. No Additional Comments

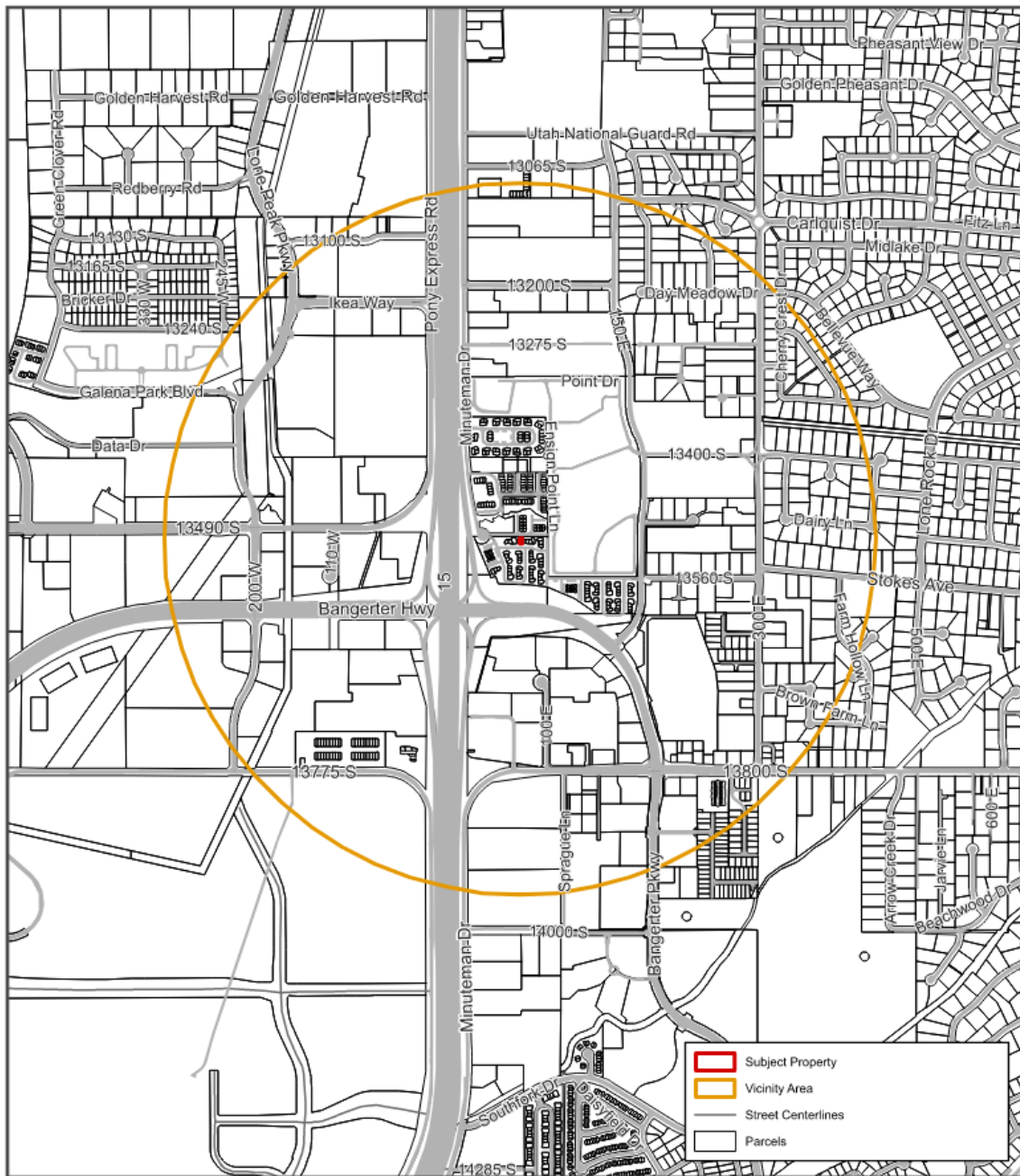
### Building Division Review.

1. No Additional Comments

### Fire Division Review.

1. No Additional Comments

**EXHIBIT B**  
**VICINITY MAP**





**Blueprints & Blossoms, LLC.**

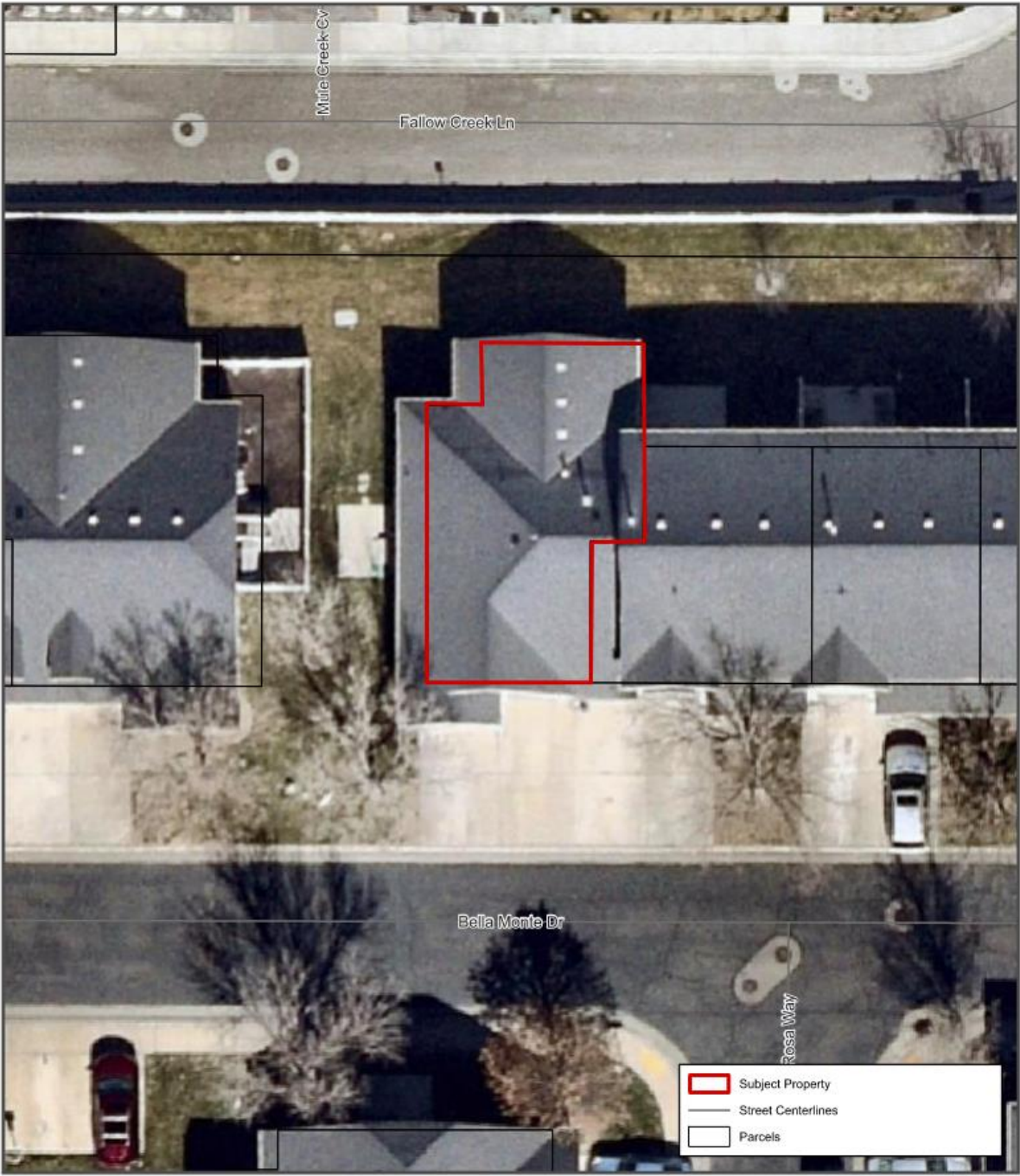
67 E BELLA MONTE DR





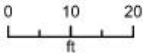
Date Printed: 8/28/2026

EXHIBIT C  
AERIAL MAP

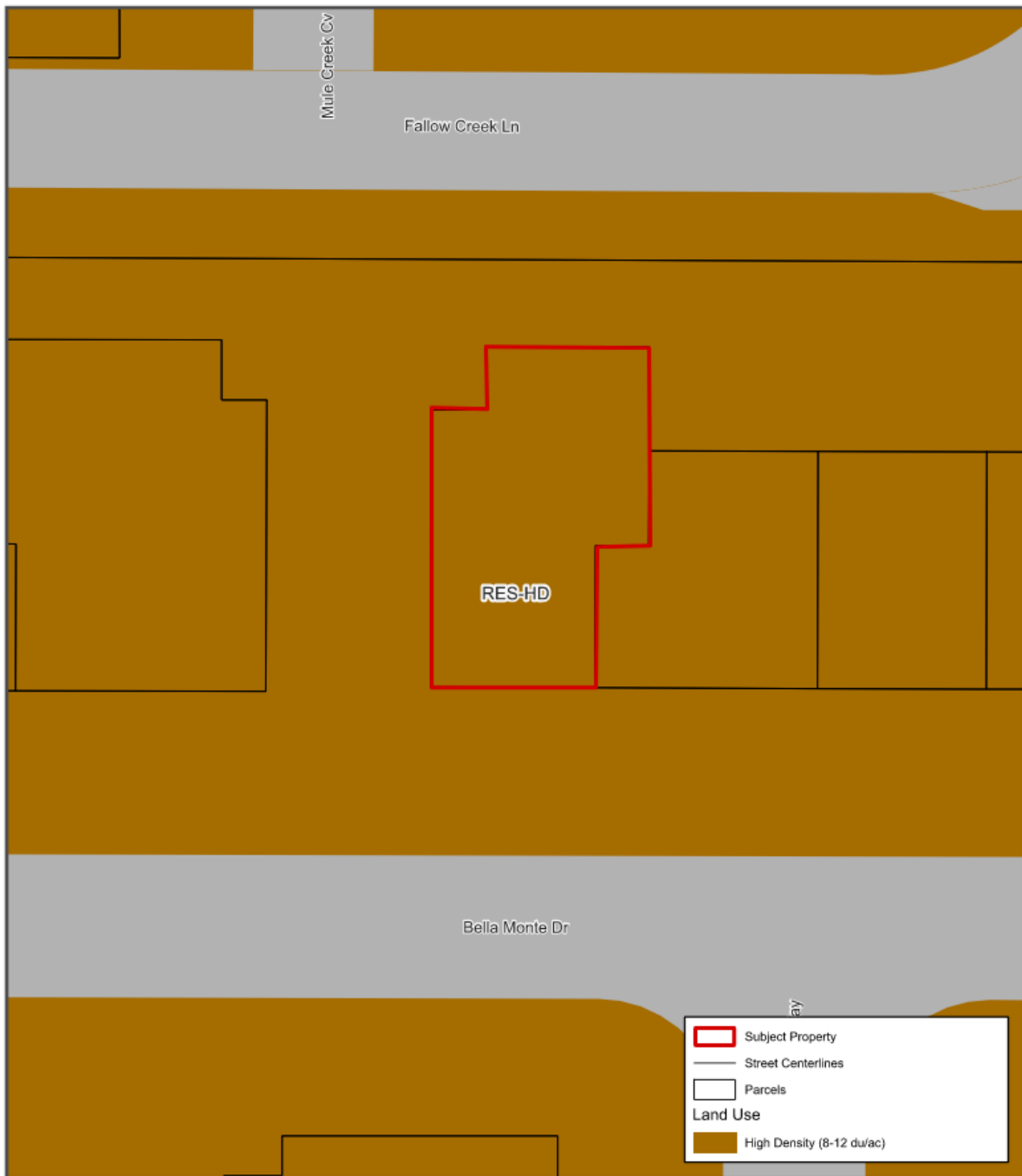


Date Printed: 8/28/2026

**Blueprints & Blossoms, LLC.**  
67 E BELLA MONTE DR



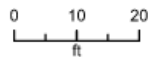
# EXHIBIT D LAND USE MAP



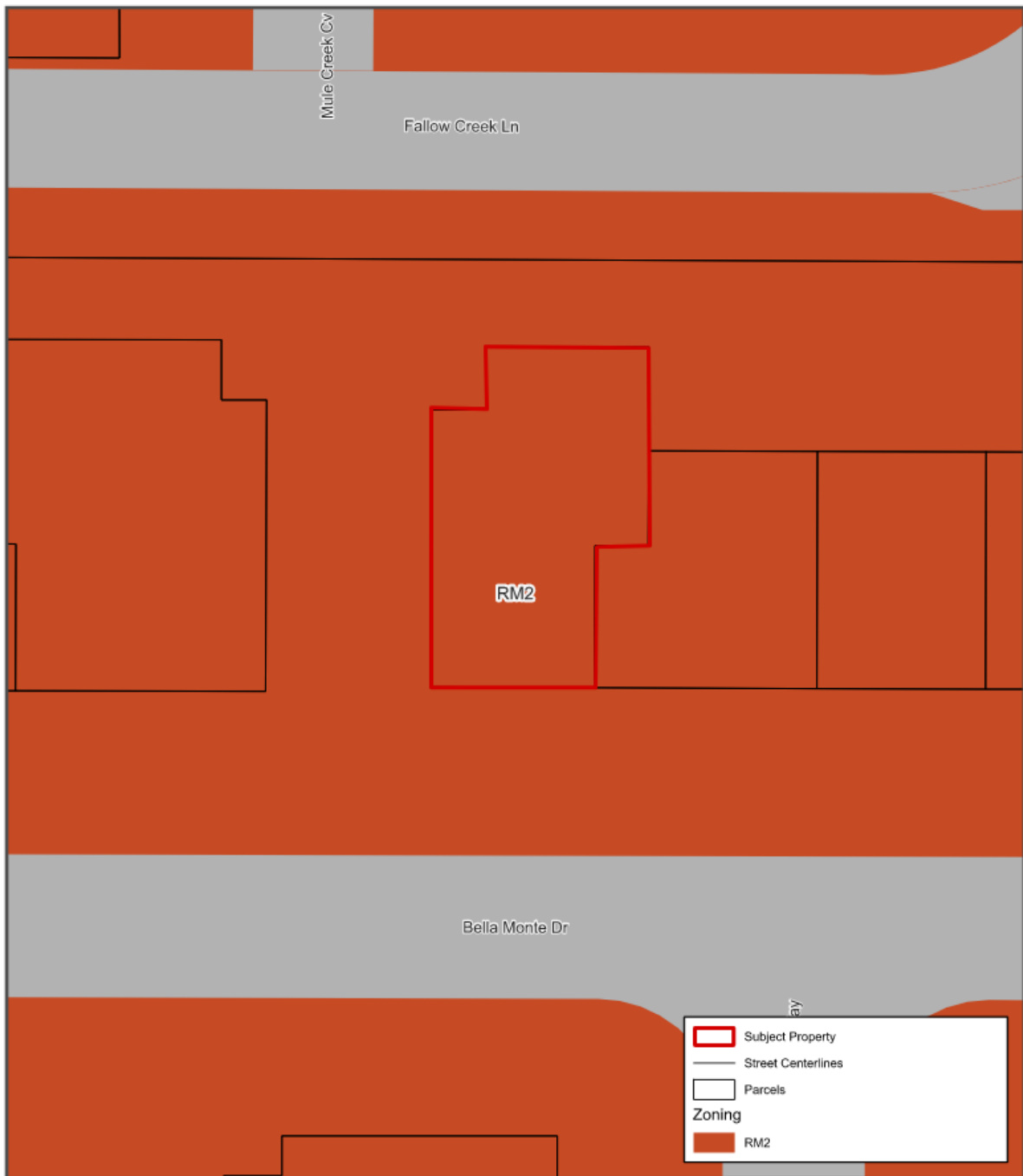
Date Printed: 8/28/2026

**Blueprints & Blossoms, LLC.**

67 E BELLA MONTE DR

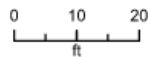


# EXHIBIT E ZONING MAP



Date Printed: 8/28/2026

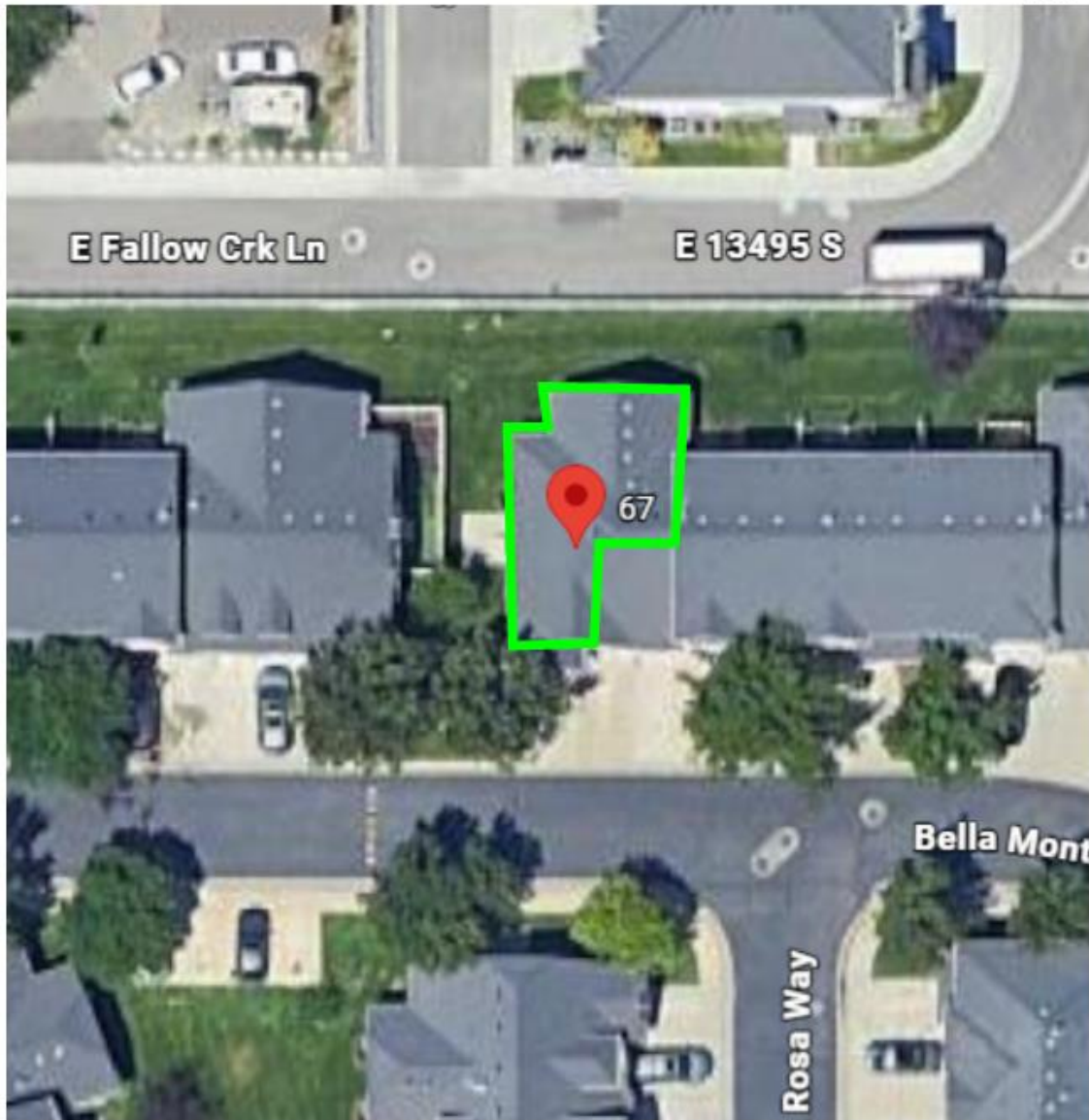
**Blueprints & Blossoms, LLC.**  
67 E BELLA MONTE DR





**EXHIBIT F  
SITE PLAN**

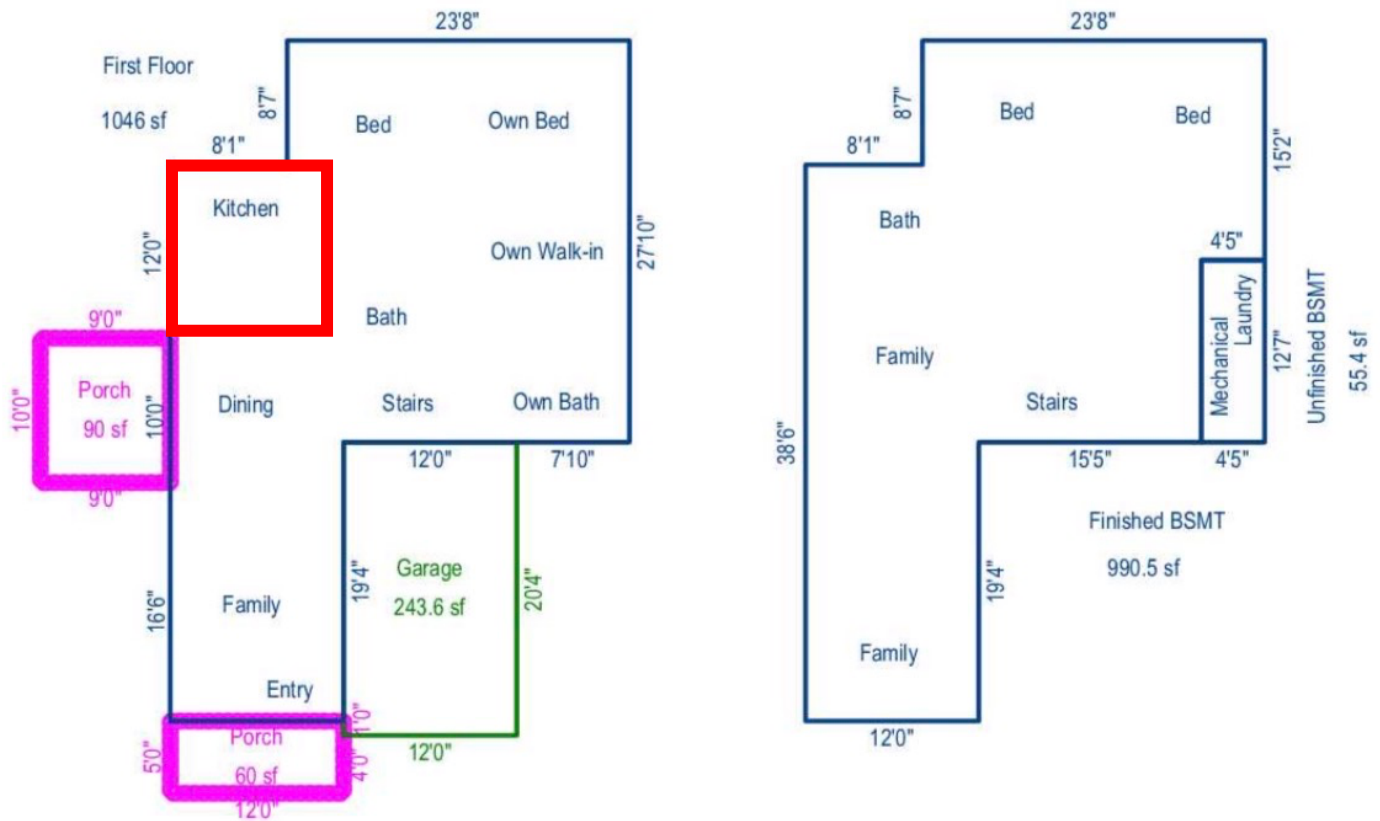
Blueprints and Blossoms LLC  
Site Plan  
67 E BELLA MONTE DR



**EXHIBIT G  
FLOOR PLANS**

### Schematic Plans

The figure below shows the approximate layout of my home. The red marked area (kitchen) will occasionally be used for business-related activities. These activities are not the primary use of the home and take up less than 25% of the total square footage of the home.



Thank you,

*Emilie Brenchley*

emiliebrenchley@gmail.com

EXHIBIT H  
APPLICANT STATEMENTS

### Home Occupation Standards

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

- Ownership: The home occupation shall be owned and operated by a person who resides in the dwelling where the home occupation is located. Such person shall be the primary provider of the labor, work, or service provided in the home occupation.
  - I, the owner and operator of the business, reside at and own the home where the business will operate. I am the primary provider of the labor, work, and services provided in the home occupation.
- Business License: A business license for the home occupation shall be obtained from and continually maintained with the city pursuant to title 6, chapter 11 of this code.
  - I am submitting this application in order to obtain a Draper City business license, and will continually maintain it as long as the business is operational.
- Employees: Members of the family of the owner who reside in the dwelling may be employed in the home occupation. Nonfamily or nonresident employees shall be limited to one person.
  - This LLC has no employees, only myself and one partner. My partner conducts business remotely.
- Inspection: All facilities shall comply with fire, building, plumbing, electrical and all other city, county, state and federal codes. Inspections during reasonable hours by city officials may occur as necessary to assure compliance with regulations.
  - My home complies with the required codes.
- Inventory: No stock in trade, inventory, or other merchandise to exceed two hundred fifty (250) square feet shall be kept on the premises. No outside storage is allowed. (Ord. 909, 7-21-2009)
  - I will abide by this ordinance.
- Modification Of Structures Or Yards: There shall be no visible evidence from the exterior of a dwelling that it is being used for any other purpose than that of a dwelling. No activities shall be carried on outside the dwelling in the yard for the benefit of or incidental to the home occupation. No front yard area shall be altered to provide parking required for a home occupation. (Ord. 1132, 2-17-2015)
  - I will abide by this ordinance.
- Nuisance: Tools, items, equipment, or activities conducted within the dwelling which is offensive or noxious by reason of the emission of odor, smoke, gas, vibration, magnetic interference, or noise shall be prohibited.
  - No offensive or noxious things will be produced by the business.
- Secondary Use: The home occupation shall be clearly incidental and secondary to the primary use of the dwelling for residential purposes. The home occupation shall not disrupt the normal residential character of the neighborhood in which the residence is located. Not more than twenty five percent (25%) of the dwelling unit shall be used for the home occupation.
  - The business is secondary to the primary use of the dwelling and will not disrupt the residential character of the neighborhood. Less than 25% of the dwelling will be used for the business. (See schematic plans.)

- Signs: All signage in a residential area must comply with chapter 26, "Signs", of this title.
  - There will be no signage for this business.
- Traffic, Parking, And Access: No home occupation use shall generate pedestrian, parking, or vehicular traffic in excess of that customarily associated with the zone in which the use is located. All parking shall be provided and maintained on site with adequate provision for drop off traffic.
  - There will be no traffic, parking, or access impacts.
- Vehicles: Other than the business owner's personal transportation, there shall be no vehicles or equipment on the property associated with the home occupation which would not normally be found at a residence. No signage for the home occupation shall be allowed on vehicles.
  - I will abide by this ordinance.
- Yards: Yards surrounding the dwelling and accessory buildings shall not be used for any activities or storage of any materials associated with the home occupation.
  - I will abide by this ordinance.
- Customers: No customers allowed. Children accessing a limited daycare or limited preschool facility shall not be considered customers.
  - I will abide by this ordinance.
- Utility Demand: The home occupation shall not cause a demand for public utilities in excess of that necessarily and customarily provided for residential uses.
  - I will abide by this ordinance.
- Main Structure: The home occupations shall be conducted, located, and contained within the primary structure on the property. (Ord. 909, 7-21-2009)
  - I will abide by this ordinance. (See schematic plans.)
- Single-Family And Multiple-Family Dwellings: Home occupations listed as permitted or conditional within this title may be permitted in a single-family or a multiple-family dwelling, subject to the standards found within this section and section [9-34-060](#) of this chapter. Businesses within multiple-family dwellings shall provide an approval letter from the respective homeowners' association, or management company in the case of apartments, if the business proposes any employees, customers or business vehicles. (Ord. 1132, 2-17-2015)
  - N/A (No employees, customers, or business vehicles)
- Licensure: Any home occupation involving childcare shall comply with all applicable state and local laws and regulations regarding residential childcare, including, but not limited to, provisions of the Utah child care licensing act, as set forth in Utah Code Annotated section 26-39-101 et seq., as amended, and the residential certificate childcare standards as set forth in the Utah administrative code section R430-50-1 et seq., as amended. In addition, cottage food production operations are regulated and inspected by the Utah department of agriculture. Any food related home occupation under their jurisdiction must comply with these regulations. (Ord. 909, 7-21-2009)
  - N/A (Not child care or cottage food production)

Thank you,

*Emilie Branchley*

emiliebranchley@gmail.com



**Conditional Use**  
**Statement of Compliance With Standards**

- Describe how the proposed use is in compliance and harmony with the objectives and requirements of the city's general plan:
  - My business will only take place within my home, and will not cause any disruption to my neighbors or the city as a whole.
- Explain the suitability of the specific property for the proposed use:
  - My personal property is suitable for this business, as my kitchen is adequately equipped to produce baked goods under the Home Consumption and Homemade Food Act.
- Whether or not the proposed use may be injurious to potential or existing development in the vicinity?
  - The proposed use is not injurious to potential or existing development in the vicinity.
- Describe the economic impact of the proposed facility or use on the surrounding area:
  - We will collect and remit sales tax to the Utah Tax Commission on the sale of physical goods, which will enrich the surrounding area.
- Describe the aesthetic impact of the proposed facility or use on the surrounding area:
  - There will be no aesthetic change to my home or the surrounding area as a result of this business.
- What safeguards are proposed or provided to ensure adequate utilities, transportation access, drainage, parking, loading space, lighting, screening, landscape, open space, fire protection, and pedestrian and vehicular circulation?
  - All required utilities are paid for by myself (the homeowner). Extra parking, loading space, screening, landscape, etc. are not applicable to this business.
- What safeguards will be provided or proposed to prevent noxious or offensive emission such as noise, glare, dust, pollutants and odor from the proposed facility or use?
  - There will be no noxious or offensive emission produced by the business.
- Describe the impact of the proposed facility or use on the health, safety, and welfare of the city, the area, and persons owning or leasing property in the area:
  - There will be no negative impact on the health, safety, and welfare of the city, the area, and persons owning or leasing property in the area as a result of this business.

Thank you,

*Emilie Branchley*

emiliebranchley@gmail.com

Engineering Comment: Clarify how the business operates related to delivery of products, such as baked goods and floral arrangements, to customers and how the business receives its supply of materials, such as shipments received. Are the products picked up at the residence by customers?

Response: I personally deliver all finished products, such as floral arrangements and baked goods, directly to event venues or customers' homes. Customers do not come to my residence to pick up products or for any other business purposes. I do not receive commercial freight or large shipments at my home. I personally pick up all my supplies and materials from wholesale florists and regular grocery stores and transport them back to my home workspace in my own vehicle.

- Emilie Brenchley

# MEMO



To: Planning Commission

From: Jennifer Jastremsky, AICP

Date: 2026-09-10

Re: Public Hearing: Exchange 14068 South 145 East Development Agreement Request  
(Legislative Item)

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## Comments:

This application is a request for approval of a Development Agreement for approximately 2.15 acres located to the west of Bangerter Parkway, at approximately 14068 South 145 East. The property is currently zoned CR (Regional Commercial). The applicant is requesting that a Development Agreement be approved to allow for the development of the currently vacant site as an office building. The expected tenant of the building is a Governor's Office of Economic Development (GOED) approved project.

## Findings for Approval:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).
2. The proposal allows for a GOED approved economic development project to locate within the City.
3. The DCMC standards modifications approved within the agreement will allow the new development to match the existing office complex in regards to architecture, landscaping, and parking.

## Findings for Denial:

1. The modifications allowed within the agreement are not appropriate and any future development should be required to comply with current DCMC standards.

## ATTACHMENTS:

[Exchange 14068 S 145 E DA PC Staff Report -9-10-26 -Final Combined.pdf](#)



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**Development Review Committee**

1020 East Pioneer Road

Draper, UT 84020

August 28, 2026

**To:** Draper City Planning Commission  
Business Date: September 10, 2026

**From:** Development Review Committee

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

**Re: Exchange 14068 South 145 East – Development Agreement Request**

Application No.: 2026-0195-DA

Applicant: Jason Przybyla, representing Woodbury Corporation

Project Location: 14068 South 145 East

Current Zoning: CR (Regional Commercial) Zone

Acreage: 2.15 Acres (Approximately 9,365 ft<sup>2</sup>)

Request: Request for approval of a Development Agreement in the CR  
zone regarding modifying standards for building height,  
landscaping, parking, and architecture.

**BACKGROUND AND SUMMARY**

This application is a request for approval of a Development Agreement for approximately 2.15 acres located to the west of Bangerter Parkway, at approximately 14068 South 145 East (Exhibit B & C). The property is currently zoned CR. The applicant is requesting that a Development Agreement be approved to allow for the development of the currently vacant site as an office building. The expected tenant of the building is a Governor's Office of Economic Development (GOED) approved project.

The property is Lot 102 of the Wadsworth Corporate Center Amendment Subdivision Plat and the last vacant lot in the Exchange at 140<sup>th</sup> development. The property received site plan approval for an office building in 2019, known as the Exchange at 140<sup>th</sup> Building C Site Plan. That site plan expired without any building being constructed on the property. A portion of the parking lot and drive aisles were installed with previous development of the



overall site.

## **ANALYSIS**

### **General Plan and Zoning.**

| <b>Table 1</b>    | <b>General Plan and Zoning Designations</b> | <b>Exhibit</b> |
|-------------------|---------------------------------------------|----------------|
| Existing Land Use | Regional Commercial                         | Exhibit D      |
| Current Zoning    | CR                                          | Exhibit E      |
| Proposed Use      | Office                                      |                |
| Adjacent Zoning   |                                             |                |
| East              | CR                                          |                |
| West              | CG (General Commercial)                     |                |
| North             | CR                                          |                |
| South             | CR                                          |                |

The Regional Commercial land use designation is characterized as follows:

#### ***Regional Commercial***

| <b>LAND USE DESCRIPTION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CHARACTERISTICS</b>      | <ul style="list-style-type: none"> <li>• Include a wide range of commercial uses that combine destination oriented businesses, retail commercial, entertainment and related uses</li> <li>• Include uses that serve both residents and nonresidents of the City</li> <li>• Uniform design standards and aesthetics</li> <li>• Well landscaped street frontages</li> <li>• Limited traffic access points for the site</li> </ul> |
| <b>LAND USE MIX</b>         | <ul style="list-style-type: none"> <li>• Large-scale master-planned commercial centers</li> <li>• Big box centers</li> <li>• Upscale office buildings</li> </ul>                                                                                                                                                                                                                                                                |
| <b>COMPATIBLE ZONING</b>    | <ul style="list-style-type: none"> <li>• Regional Commercial (CR)</li> </ul>                                                                                                                                                                                                                                                                                                                                                    |
| <b>LOCATION</b>             | <ul style="list-style-type: none"> <li>• Excellent transportation access to major highways</li> <li>• Strategically placed along high-traffic corridors</li> </ul>                                                                                                                                                                                                                                                              |

According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the CR zone is to *"provide areas where a combination of destination oriented business, retail commercial, entertainment, and related uses may be established, maintained and protected to serve both residents and nonresidents of the city. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, and offices."*

**Development Agreement.** The proposed Development Agreement can be found in Exhibit F

of this report. The applicant is requesting six deviations to the DCMC, as outlined below. Specific code standards can be found in Table 2 of the report.

1. Building Height, DCMC Section 9-11-110 Table 2:

The applicant is requesting a building height of 60-feet. The CR zone allows buildings with a maximum height of 45-feet. The overall Exchange at 140<sup>th</sup> development includes five office buildings. Four of the buildings comply with the CR zoning height standards of 45-feet. One building, Building F, obtained a Conditional Use Permit (CUP) in 2008 to allow a building that is up to 56-feet, 6-inches. Additional building height is no longer allowed with a CUP in the DCMC. The concept building elevations included at the end of Exhibit F shows a building that is 57-feet tall. As this is a concept and the final design is still being worked on, the applicant has requested a height of 60-feet to allow for fine-tuning of the final design.

2. Architectural Materials, DCMC Section 9-22-040(F):

The Development Agreement lists three requested modifications to the allowed building materials. The existing buildings in the Exchange at 140<sup>th</sup> development pre-date the City's current architectural standards. The requested deviations would allow for a building that matches the existing buildings architecturally. The request is to allow precast tilt-up concrete, EIFS (Exterior Insulation and Finish System), and corrugated or ribbed metal panels as primary materials. The current DCMC lists exposed concrete, including precast tilt-up concrete, and EIFS as secondary materials. It does allow metal as a secondary material, but does not allow corrugated sheet metal.

3. Façade Articulation, DCMC Section 9-22-040(C):

The existing buildings in the Exchange at 140<sup>th</sup> do not meet the horizontal and vertical variation standards within the DCMC. The applicant is requesting to match the variations used in existing buildings rather than the standards found within DCMC.

4. Parking Lot Landscaping, DCMC Section 9-23-100:

The existing Exchange at 140<sup>th</sup> was built with tree diamonds in the parking lot, and without any landscape islands between head-to-head parking rows. The applicant is requesting that the proposed development be allowed to have tree diamonds and remove the requirement for landscape islands between head-to-head parking rows.

5. Parking Numbers, DCMC Section 9-25-090(A):

In October 2019 the City Council modified the parking code to reduce the allowed minimum/maximum parking stall range from 25% to 10%. The Exchange at 140<sup>th</sup> has been built with the previous allowance of 25% +/- the base parking calculation. The applicant is

requesting to be able to develop the project with parking numbers similar to the existing project and have a 25% +/- . The base parking calculation is 4 stalls per 1,000 sq ft of gross building floor area. The applicant has not requested to modify this base parking number.

6. Concurrent Review, DCMC Section 9-5-090:

The DCMC requires site plan approval before any construction can begin. The City does not allow developers to apply for a building permit until after their site plan applications have been approved. The Development Agreement allows for a concurrent review of the site plan and building permit. The agreement would require that the site plan application be submitted, the first round of reviews completed, and that corrected site plan drawings be resubmitted for review before the building permit can be applied for. This is to ensure that the Building Division is reviewing a building design that would most likely be approved. The agreement does not allow a building permit to be issued prior to site plan approval.

| Table 2                    |                                                                                                                                                | Requests                                                                              |                              |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------|
| Standard                   | DCMC Requirements                                                                                                                              | Proposal                                                                              | Notes                        |
| Building Height            | 45-feet                                                                                                                                        | 60-feet                                                                               |                              |
| Building Materials         |                                                                                                                                                |                                                                                       |                              |
| Primary                    |                                                                                                                                                | Tilt-up Concrete, EIFS, Corrugated or ribbed metal panels                             |                              |
| Secondary                  | Exposed Concrete; EIFS; Metal, excluding corrugated sheet metal                                                                                |                                                                                       |                              |
| Façade Articulation        | Horizontal and Vertical variations at least every 30-feet or along a minimum 60% of the horizontal length of buildings over 100-feet in length | Variations compatible with the established architectural character of the development |                              |
| Parking Lot Landscaping    | 7%                                                                                                                                             | 7%                                                                                    |                              |
| Islands                    | Tree diamonds prohibited                                                                                                                       | Allows tree diamonds                                                                  |                              |
|                            | Island required between head-to-head parking rows                                                                                              | Eliminates islands between head-to-head parking rows.                                 |                              |
| Parking Required (Min/Max) | 4 stalls per 1,000 gross sq ft floor area                                                                                                      | 4 stalls per 1,000 gross sq ft floor area                                             | Concept shows a 38,669 sq ft |

|                   |                                                                  |                                                                             |                                                                                                            |
|-------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
|                   |                                                                  |                                                                             | building. Base parking required is 154.6 stalls                                                            |
| Min/Max Range     | +/- 10%                                                          | +/- 25%                                                                     | 10% +/- equals parking range of 139.1-170.0 stalls.<br>25% +/- equals parking range of 115.9-193.2 stalls. |
| Concurrent Review | Requires site plan approval prior to building permit application | Allows application and review of building permit before site plan approval. |                                                                                                            |

*Criteria For Approval.*

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

- C. *Procedure: All development agreements, upon proper execution, shall be recorded with the respective County Recorder's Office, shall run with the land, and shall be binding on all successors in the ownership of the affected property. A development agreement shall contain, at a minimum, the following:*
1. *A legal description of the land subject to the development agreement.*
  2. *The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.*
  3. *The configuration of the project as shown on a project master plan.*
  4. *A statement of the benefits and value the development agreement will have for the City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.*
  5. *The time frames for performance by the parties.*
  6. *A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.*
  7. *Provisions for enforcement of the terms and conditions of the development agreement.*



8. *Provisions for making amendments to the development agreement.*
9. *The time limitation of the agreement.*
10. *Such other terms as may be proposed and agreed to between the City and developer or subdivider.*

*D. Limitations:*

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

## **REVIEWS**

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

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

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

*Fire Division Review.* The Draper City Fire Marshal has completed his review of the

Development Agreement submission. Comments from this division, if any, can be found in Exhibit A.

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

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

### **STAFF RECOMMENDATION**

After reviewing the application, staff recommends that the Planning Commission forward a positive recommendation to the City Council for approval of the proposed Development Agreement. The Planning Commission should also review the request, hear from the applicant, and receive public comment as applicable to the application. The staff recommendation is based upon the following:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).
2. The proposal allows for a GOED approved economic development project to locate within the City.
3. The DCMC standards modifications approved within the agreement will allow the new development to match the existing office complex in regards to architecture, landscaping, and parking.

### **MODEL MOTIONS**

Sample Motion for Approval – I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Jason Przybyla, representing Woodbury Corporation for Exchange 14068 South 145 East Development Agreement, application 2026-0195-DA, based on the findings listed in the Staff Report dated August 28, 2026.

Findings for Approval:

1. The Development Agreement complies with DCMC Section 9-5-200(C) and (D).
2. The proposal allows for a GOED approved economic development project to locate within the City.
3. The DCMC standards modifications approved within the agreement will allow the new development to match the existing office complex in regards to architecture, landscaping, and parking.

Sample Motion for Modified Approval– I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Jason Przybyla, representing Woodbury Corporation for Exchange 14068 South 145 East Development Agreement, application 2026-0195-DA, based on the findings listed in the Staff Report dated August 28, 2026 with the following additional or modified findings or conditions below:

1. (List any additional or modified findings or conditions...)

Sample Motion for Denial – I move that we forward a negative recommendation to the City Council for the Development Agreement, as requested by Jason Przybyla, representing Woodbury Corporation for Exchange 14068 South 145 East Development Agreement, application 2026-0195-DA, based on the findings for denial listed in the Staff Report dated August 28, 2026.

Findings for Denial:

1. The modifications allowed within the agreement are not appropriate and any future development should be required to comply with current DCMC standards.

## DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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

**Brien Maxfield**

Digitally signed by Brien Maxfield  
DN: C=US,  
E=brien.maxfield@draperutah.gov,  
O=Draper, OU=Public Works -  
Engineering, CN=Brien Maxfield  
Date: 2026.09.01 13:51:06-06'00'

Draper City Public Works Department

**Todd Draper**

Digitally signed by Todd Draper  
DN: C=US,  
E=todd.draper@draperutah.gov,  
O=Draper City Community  
Development Department,  
OU=Planning and Zoning,  
CN=Todd Draper  
Date: 2026.09.01 11:55:32-06'00'

Draper City Planning Division

**Don Buckley**

Digitally signed by Don Buckley  
DN: C=US, E=don.buckley@draper.ut.us,  
O=Draper City Fire Department, OU=Fire  
Marshal, CN=Don Buckley  
Date: 2026.09.02 16:58:14-06'00'

Draper City Fire Department

Draper City Legal Counsel

**Matthew Symes**

Digitally signed by Matthew Symes  
DN: C=US,  
E=matt.symes@draperutah.gov,  
O=Draper City Corp., CN=Matthew  
Symes  
Date: 2026.09.02 12:10:59-06'00'

Draper City Building Division

## EXHIBIT A DEPARTMENT REVIEWS

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

### Planning Division Review.

1. No additional comments provided

### Engineering and Public Works Divisions Review.

1. No additional comments provided

### Building Division Review.

1. No additional comments provided

### Fire Division Review.

1. No additional comments provided

### Legal Division Review.

1. No additional comments provided

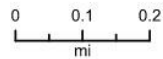


# EXHIBIT B VICINITY MAP



## Exchange 14068 South 145 East Development

Vicinity Map



N



Date Printed: 8/27/2026

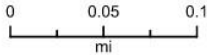


EXHIBIT C  
AERIAL MAP



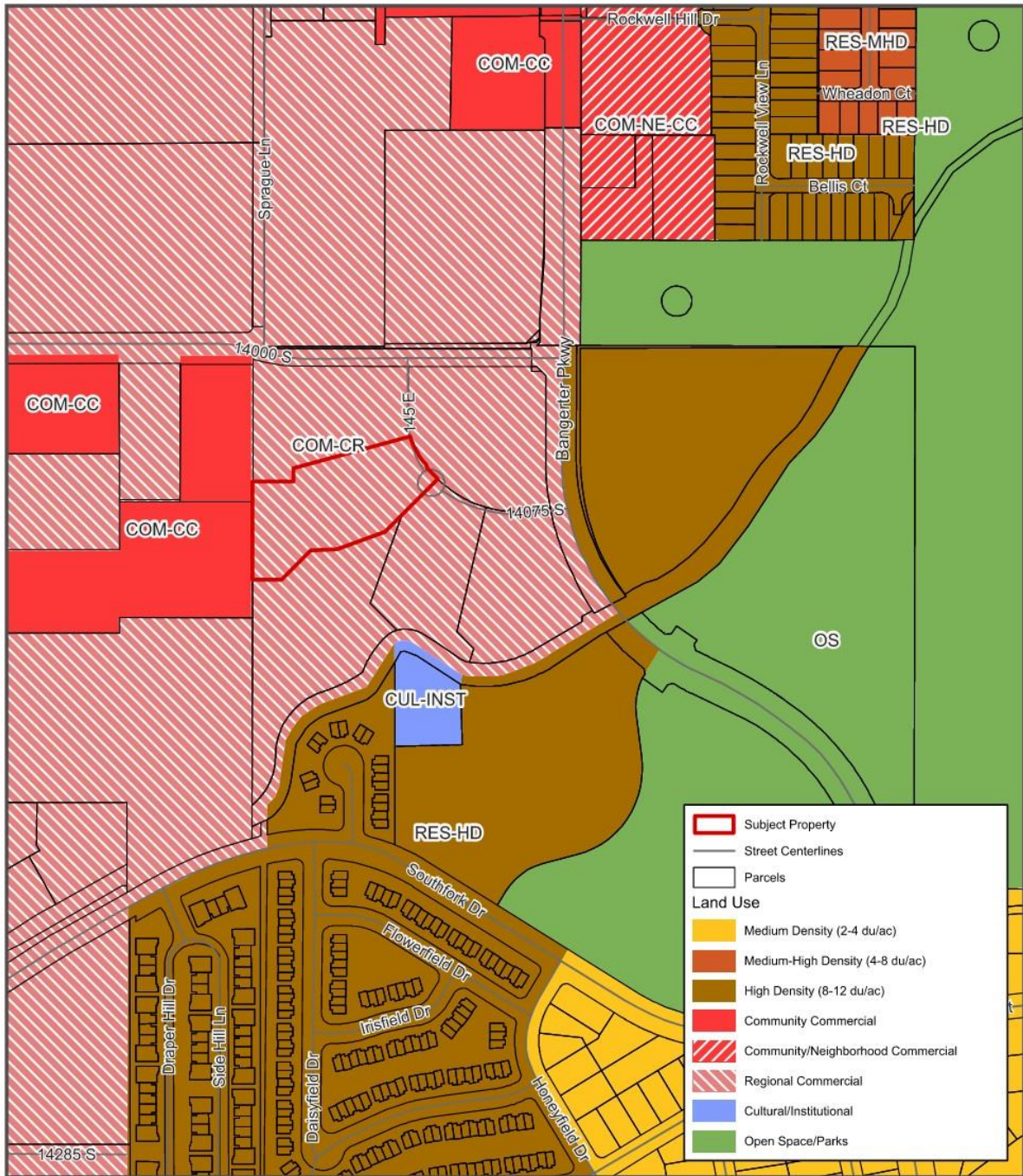
Date Printed: 8/27/2026

Exchange 14068 South 145 East DA  
Aerial Map





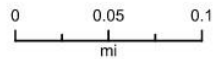
# EXHIBIT D LAND USE MAP



Date Printed: 8/27/2026

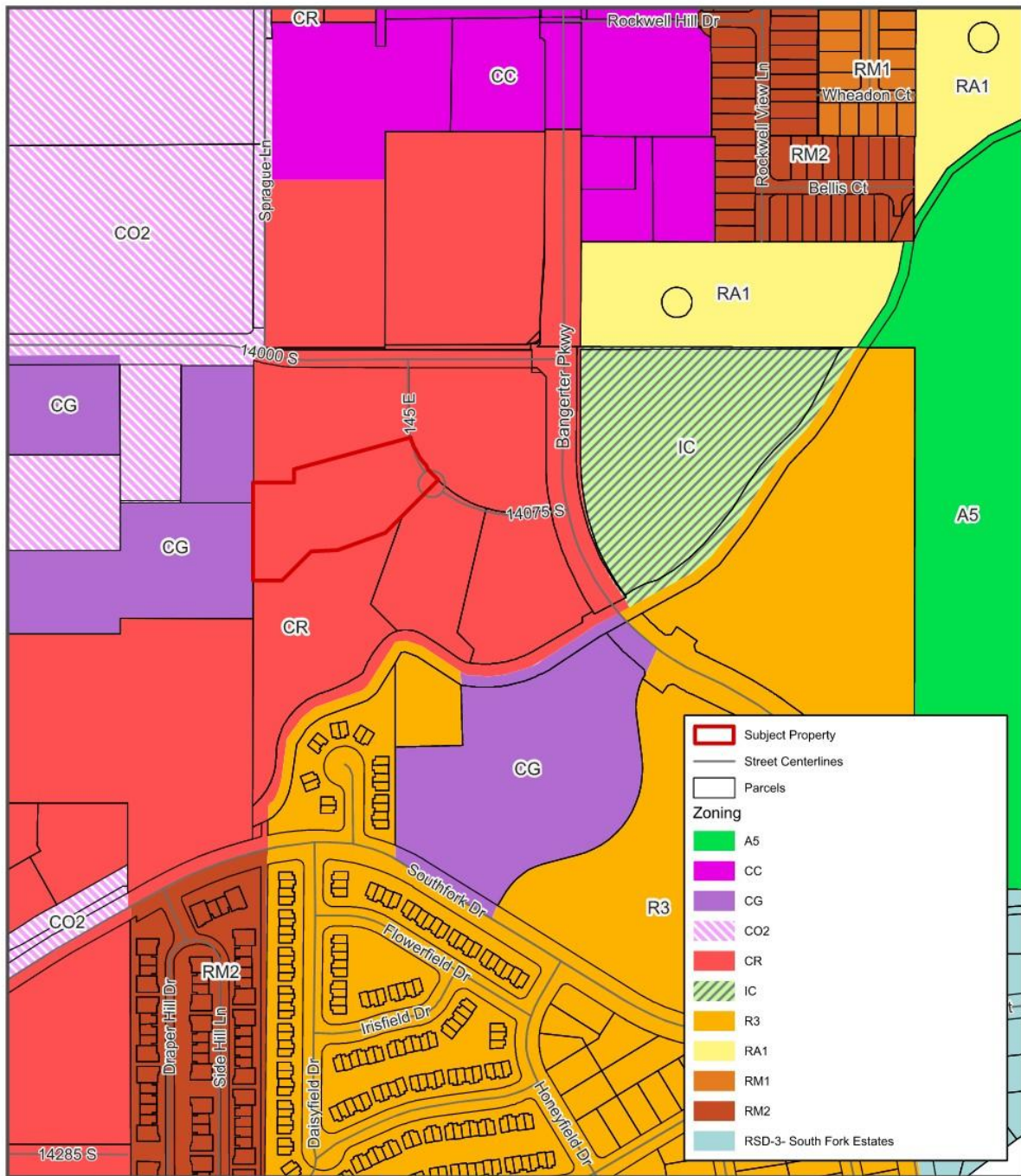
## Exchange 14068 South 145 East DA

Land Use Map





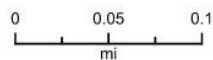
# EXHIBIT E ZONING MAP



Date Printed: 8/27/2026

**Exchange 14068 South 145 East DA**

Zoning Map



**EXHIBIT F**  
**DEVELOPMENT AGREEMENT**

MASTER DEVELOPMENT AGREEMENT  
FOR  
EXCHANGE 14068 S 145 E

September 15, 2026

WHEN RECORDED, RETURN TO:

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

**MASTER DEVELOPMENT AGREEMENT  
FOR  
EXCHANGE 14068 S 145 E**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the 15th day of September, 2026, by and between **Draper City**, a Utah municipality (the “City”), **SRDP TOO L.L.C.**, a Utah limited liability company (the “Master Developer”), and **Exchange Building C, LLC**, a Utah limited liability company, in its limited capacity as Current Owner/Seller.

**RECITALS**

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

B. Master Developer is under contract with Current Owner/Seller to obtain fee simple title to the Property from the Current Owner/Seller after City approval of this MDA, and City approval and execution of this MDA is a condition precedent to Master Developer’s obligation to close on its acquisition of the Property.

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

D. Current Owner/Seller owns the Property as of the date of this MDA and joins in this MDA only to consent to and authorize City approval, execution, recordation, and pre-

closing processing of this MDA, and not as Master Developer or as an obligor for development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligations except to the extent expressly assumed by Current Owner/Seller in a separate writing. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.

E. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things increasing property tax and other revenues to the City, and increasing the day-time population with a well-paid employment base. This MDA will allow for the development of Project Mammoth, a Governor's Office of Economic Development (GOED) approved project new to the state of Utah.

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the City and Master Developer hereby agree to the following, and Current Owner/Seller joins solely for the limited purposes expressly set forth herein:

## TERMS

### 1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "C" are hereby incorporated into this MDA.

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

1.2.1 **Acquisition Closing** means Master Developer's acquisition of fee title to the Property or other development-control rights in the Property sufficient for Master Developer to undertake the development obligations contemplated by this MDA.

1.2.2. **Closing Deadline** means the date that is 150 days after final, non-appealable City approval of this MDA, unless extended by written agreement of the City, Master Developer, and Current Owner/Seller.

1.2.3. **Current Owner/Seller** means Exchange Building C, LLC, a Utah limited liability company, in its capacity as the owner and seller of the Property as of the date of this MDA and as a limited consenting and joining party under this MDA.

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



- 1.2.5. **Administrator** means the person designated by the City as the Administrator of this MDA.
- 1.2.6. **Applicant** means a person or entity submitting a Development Application.
- 1.2.7. **Buildout** means the completion of all of the development on the entire Project as contemplated in this MDA and Exhibit B.
- 1.2.8. **Building Permit** means the application to review and approve the vertical construction of the Project.
- 1.2.9. **City** means Draper City, a Utah municipality.
- 1.2.10. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.
- 1.2.11. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.
- 1.2.12. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "C".
- 1.2.13. **Council** means the elected City Council of the City.
- 1.2.14. **Default** means a material breach of this MDA as specified herein.

- 1.2.15. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.
- 1.2.16. **Development** means the development of a portion of the Property pursuant to and as contemplated in this MDA.
- 1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Site Plan, or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.18. **Master Developer** means SRDP TOO L.L.C., and its assignees or transferees as permitted by this MDA; provided, however, that Master Developer’s development, construction, dedication, bonding, payment, maintenance, indemnity, default, and other performance obligations shall be subject to the split-effectiveness provisions of Section 4.1.
- 1.2.19. **Master Plan** means the conceptual layout for the Project attached hereto as Exhibit “B”.
- 1.2.20. **MDA** means this Master Development Agreement including all of its Exhibits.
- 1.2.21. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.
- 1.2.22. **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the

review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.23. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City. Current Owner/Seller is a limited consenting and joining party solely for the purposes expressly stated in this MDA and is not a Party for purposes of assuming Master Developer's obligations.

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

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

1.2.26. **Property** means the real property currently owned by Current Owner/Seller and expected to be acquired and developed by Master Developer, more fully described in Exhibit "A".

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

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

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

1.2.30. **Zoning** means the CR (Regional Commercial) for the Property as of the date of adoption of this MDA.

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

2. **Development of the Project.**

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

2.2. **Building Height.** The Project shall be entitled to a building with a height of up to sixty feet (60-feet), with an additional 14 feet of height for potential architectural features as allowed in Section 9-27-120(B). This is a deviation to Section 9-11-110 Table 2 of the Vested Laws which limits building height in the zone to 45-feet.

2.3. **Building Structure.** Exposed site precast tilt-up concrete is an allowable construction type and material finish for the Project. This is an exception of Section 9-22-040(F)(5) which identifies Tilt-Up Concrete as an allowable primary material finish for a CBP zone but does not allow Tilt-Up Concrete as a primary material in the CR zoning classification.

2.4. **Materials.** Factory Painted Corrugated or ribbed metal panels, and EIFS to match the adjacent Wadsworth campus facilities are defined as Primary Materials for

the Project. This is an exception to Section 9-22-040(F) which lists metal and EIFS as allowed secondary materials.

- 2.5. **Façade Articulation.** The architectural design of the Building may incorporate variations in building plane, color, material, fenestration, architectural reveals, entry features, canopies, parapets, and/or other architectural elements sufficient to provide visual articulation and to maintain compatibility with the established architectural character of the existing Campus and adjacent facilities. This is a deviation from Section 9-22-040(C).

- 2.6. **Concurrent Review of Site Plan and Building Permit Applications.** The Parties acknowledge that the Project has a quick review timeframe and the City will allow limited concurrent review of the Site Plan and Building Permit applications in exception to Section 9-5-090 of the vested laws and Draper City Community Development Department policy, while prohibiting the issuance of any Building Permit prior to Site Plan approval. Prior to submitting a Building Permit application under this section, the following items shall occur.

2.6.1. A full and complete Site Plan application has been accepted by the City,

2.6.2. Staff has completed the first round of Site Plan review and issued written review comments, and

2.6.3. The Applicant has submitted a revised Site Plan addressing the first-round staff comments.

- 2.7. **Parking Lot Landscaping.** The existing Exchange at 140<sup>th</sup> development includes parking lot landscaping which was installed prior to the Vested Laws and does

not comply with the Vested Laws. This MDA approves a deviation to Section 9-23-100 of the Vested Laws in order to create a cohesive office park, and allows tree diamonds, or absence of islands, within the parking lot and removes the requirement for a landscape island between head-to-head parking rows.

- 2.8. **Parking Counts** The existing Exchange at 140<sup>th</sup> development was designed and approved at 4 parking stalls per thousand square feet of gross building floor area plus or minus 25% prior to the Vested Laws which now have a Natural Adjustment Range of 10%. This MDA approves a deviation to Section 9-25-090(A) of the Vested Laws in order to create a cohesive office park with the same parking ratio requirement of 4 parking stalls per thousand square feet of gross building floor area plus or minus 25%.

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

### 3. **Vested Rights.**

- 3.1. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the



Project in fulfillment of this MDA, the City's Vested Laws, the Zoning and the Master Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights", as of the Effective Date of this MDA, as that term is construed in Utah's common law and Utah Code Ann. § 10-20-101 *et seq* (2025).

- 3.2. **Exceptions.** Except for the Vested Rights, the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

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

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City, cannot be legally waived, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare, and which requirements cannot be

lawfully determined to be legal nonconforming or waived by the City;

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

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

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

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

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

4. Term of Agreement. The "Effective Date" of this MDA shall be September 15, 2026, or

the date upon which the Acquisition Closing occurs, whichever date is later. This MDA shall expire September 15, 2031. If Master Developer has not been declared to be currently in Default as of September 15, 2031 and any such Default is not being cured then this MDA shall be automatically extended until September 15, 2036. This MDA shall also terminate automatically one year after Buildout.

5. **Split Effectiveness; Pre-Closing Effectiveness; Condition Precedent.** City approval and execution of this MDA, the recordation of this MDA, and the vested entitlement protections granted by this MDA shall be effective upon City approval, execution, and, as applicable, recordation of this MDA. Notwithstanding the foregoing, Master Developer's development, construction, dedication, bonding, payment, maintenance, indemnity, default, and other performance obligations under this MDA shall not become enforceable against Master Developer unless and until the Acquisition Closing occurs. City approval of this MDA is a condition precedent to Master Developer's obligation to close on its acquisition of the Property.
6. **Failure to Acquire; Termination by Notice.** If the Acquisition Closing has not occurred on or before the Closing Deadline, then Master Developer or Current Owner/Seller may give written Notice that the Acquisition Closing did not occur by the Closing Deadline, and this MDA shall terminate upon delivery of such Notice, except for the release, cancellation, and notice rights expressly set forth in this Section. Upon such termination, neither Master Developer nor Current Owner/Seller shall have any development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligations under this MDA, except for obligations

expressly stated to survive termination.

7. **Release and Cancellation of MDA.** Within thirty (30) days after receipt of written Notice from Master Developer or Current Owner/Seller that the Acquisition Closing did not occur by the Closing Deadline, the City Manager or other authorized City official shall execute and cause to be recorded in the office of the Salt Lake County Recorder a release and cancellation of this MDA as to the Property, without any further public hearing, legislative action, discretionary approval, or other City proceeding. If the City fails to timely execute and record such release and cancellation, then Master Developer or Current Owner/Seller may record a notice or affidavit of termination in the office of the Salt Lake County Recorder, and such recorded notice or affidavit shall be conclusive evidence that this MDA has terminated pursuant to Section 4.2.
8. **Processing of Development Applications.** The City shall process Development Applications according to the City's Vested Laws and applicable state law, each as further provided in this MDA.

**8.1 Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time

of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

- 8.2. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).
- 8.3. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within twenty-one (21) calendar days of any Denial to try to resolve the issues specified in the Denial of a Development Application.
- 8.4. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.
  - 8.4.1. **Mediation Process.** If the City and Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall

split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

**8.5. Arbitration of Development Application Objections.**

8.5.1. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the Parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable arbitrator each Party shall, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the

decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

9. **Public Infrastructure.**

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

9.2. **Bonding.** If and to the extent required by the City's Vested Laws and unless otherwise provided by Utah law, Master Developer shall provide security for any private or Public Infrastructure required by the City in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

10. **Upsizing/Reimbursements to Master Developer.**

10.1 **"Upsizing".** The City shall not require Master Developer to "upscale" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means



reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

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

12. **Default.**

- 12.1 **Notice.** If Master Developer, a Subdeveloper, or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party; provided, however, that prior to the Acquisition Closing, Master Developer shall not be in Default for failing to perform any development, construction, dedication, bonding, payment, maintenance, indemnity, or other performance obligation that is not yet enforceable against Master Developer under Section 4.1. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer and to Wadsworth Development Group, LLC, as the manager of the Declarant under the CC&Rs that encumber Lot 102.

- 12.2. **Contents of the Notice of Default.** The Notice of Default shall:

- 12.2.1. **Specific Claim.** Specify the claimed event of Default;

- 12.2.2. **Applicable Provisions.** Identify with particularity the provisions of any

applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

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

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

12.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall meet and confer. If no resolution is found, the parties shall enter into mediation and then arbitration, as needed.

12.4. **Remedies.** If the parties are not able to resolve the Default by meet and confer or by mediation, and if the Default is not subject to arbitration then the parties may have the following remedies, except as specifically limited in section 6.9:

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

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

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

12.5. **Public Meeting.** Before any remedy in Section 6.4 may be imposed by the City

the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

- 12.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 6.4 without the requirements of Sections 6.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.
- 12.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) calendar days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.
- 12.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.
- 12.9. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper

shall be that of specific performance.

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

**To the Master Developer:**

SRDP TOO L.L.C.  
c/o Woodbury Corporation  
Attn: E. Taylor Woodbury  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109  
Phone No.: 801-485-7770  
E-Mail: [twoodbury@woodburycorp.com](mailto:twoodbury@woodburycorp.com)

**With a Copy to:**

SRDP TOO L.L.C.  
c/o Woodbury Corporation  
Attn: Walker Kennedy III  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109  
Phone No.: 801-485-7770  
E-Mail: [legalnotices@woodburycorp.com](mailto:legalnotices@woodburycorp.com)

**To Current Owner/Seller:**

Exchange Building C, LLC  
c/o Wadsworth Development Group  
Attn: R. Roman Groesbeck  
166 East 14000 South, Suite 210  
Draper, Utah 84020  
Phone No.: (801) 748-4088  
E-mail: [roman@wadsdev.com](mailto:roman@wadsdev.com)  
And

Wadsworth Development Group  
Attn: R. Roman Groesbeck  
166 East 14000 South, Suite 210  
Draper, Utah 84020

Phone No.: (801) 748-4088  
E-mail: [roman@wadsdev.com](mailto:roman@wadsdev.com)

**With a copy to:**

Robert Walker, Esq.  
Kirtan & McConkie  
50 E. South Temple St., Suite 400  
Salt Lake City, Utah 84111  
E-Mail: [rwalker@kmclaw.com](mailto:rwalker@kmclaw.com)

**To the City:**

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

**With a Copy to:**

Draper City  
Attn: City Attorney  
Traci Gundersen  
1020 East Pioneer Road  
Draper, UT 84020  
[traci.gundersen@draperutah.gov](mailto:traci.gundersen@draperutah.gov)  
(801) 576-6500

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

13.1.1 Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice

shall be deemed effective the date that the mailing or personal delivery occurs.

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

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

14. Headings. The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.
15. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

16. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which consent shall not unreasonably be withheld.

16.1 **Sale of Lots.** Master Developer's selling the Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

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

16.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this

Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

- 16.4. **Time for Objection.** Unless the City objects in writing within thirty (30) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.
- 16.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.
- 16.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations assigned by Master Developer, proposed to be assigned, or if there is an existing material breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall result in the parties holding meet and confer meetings. If no resolution is found, the parties shall enter into mediation and then arbitration, as needed.
- 16.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the



effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

17. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.
18. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.
19. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.
20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration

of that prevention, delay or stoppage.

21. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.
22. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Jason Przybyla. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.
23. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
24. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.
25. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.
26. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on

which Party drafted any particular portion of this MDA.

27. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land; provided, however, that until the Acquisition Closing occurs, recordation of this MDA is intended to evidence City approval, vested entitlement protections, and Current Owner/Seller's limited consent, joinder, authorization, and acknowledgment, and shall not impose upon Master Developer any development, construction, dedication, bonding, payment, maintenance, indemnity, default, or other performance obligation that is not yet enforceable under Section 4.1. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.
28. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. [REDACTED] adopted by the City on September 15, 2026. The ordinance approving this MDA authorizes the City Manager or other authorized City official, without further legislative action, to execute and record any release, cancellation, notice, or other instrument required or permitted under Section 4.3. Current Owner/Seller warrants only that it has authority to execute this MDA for the limited purposes expressly stated herein.

**Signatures Appear on the Following Pages**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written. Current Owner/Seller executes this MDA solely in the limited capacity stated herein.

**MASTER DEVELOPER**

SRDP TOO L.L.C., a Utah limited liability company

By: Woodbury Corporation, a Utah corporation,  
Its Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Vice Chairman  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_,  
Its: CEO  
Date: \_\_\_\_\_

**MASTER DEVELOPER ACKNOWLEDGMENT**

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

CITY  
Draper City

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_,  
Its: City Manager  
Date: \_\_\_\_\_

Approved as to form and legality:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Recorder

### CITY ACKNOWLEDGMENT

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

**CURRENT OWNER/SELLER LIMITED CONSENT, JOINDER, AUTHORIZATION, AND  
ACKNOWLEDGMENT**

Exchange Building C, LLC, as Current Owner/Seller, executes this MDA solely to consent to, join in, authorize, and acknowledge City approval, execution, recordation, and pre-closing processing of this MDA and the vested entitlement protections described herein. Current Owner/Seller is not the Master Developer and does not assume, and shall not be liable for, any development, construction, bonding, fee, dedication, indemnity, maintenance, default, or other performance obligation under this MDA unless Current Owner/Seller expressly assumes such obligation in a separate written instrument signed by Current Owner/Seller.

**CURRENT OWNER/SELLER:**

Exchange Building C, LLC,  
a Utah limited liability company

By: Wadsworth & Sons II, LLC,  
a Utah limited liability company  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**CURRENT OWNER/SELLER ACKNOWLEDGMENT**

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE )

On the \_\_\_ day of September, 2026, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Wadsworth & Sons II, LLC, the manager of Exchange Building C, LLC, and that the foregoing instrument was signed on behalf of Exchange Building C, LLC, as Current Owner/Seller, for the limited purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

## TABLE OF EXHIBITS

|             |                               |
|-------------|-------------------------------|
| Exhibit "A" | Legal Description of Property |
| Exhibit "B" | Master Plan                   |
| Exhibit "C" | City's Vested Laws            |

Exhibit "A"  
Legal Description of Property

Lot 102 of the Wadsworth Corporate Center Amended Subdivision



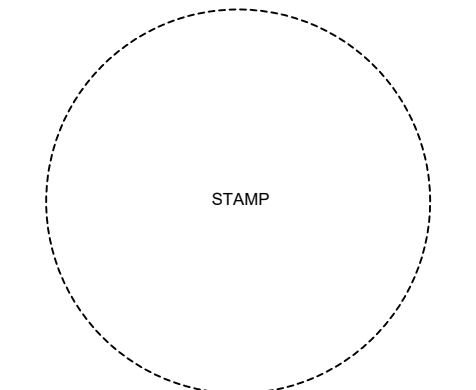
Exhibit "B"  
Master Plan





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Salt Lake City, Utah 84109  
T 801.924.5000  
http://www.archnexus.com

Original drawings remain the property of the Architect and as such the Architect retains total ownership and control. The design represented by these drawings is sold to the client for a one time use, unless otherwise agreed upon in writing by the Architect.  
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PROJECT MAMMOTH  
**DRAPER, UTAH OFFICE**  
Wadsworth Business Park  
Draper, Utah

# Date Revision

**NOT FOR  
CONSTRUCTION**

**30% DESIGN  
DOCUMENTS**

NEXUS PROJ. #: 26042  
CHECKED BY: CMA  
DRAWN BY: CMA  
DATE: 2026-08-03

**SITE PLAN**

**CS100**

- # KEYED NOTES
1. CONSTRUCT "PARKING AREAS AND DRIVE LANES" ASPHALT PAVEMENT (MINIMUM), SEE PAVING NOTE (THIS SHEET). RE: SHEET CD500 - CIVIL DETAILS, DETAIL C.
  2. CONSTRUCT "PARKING AREAS AND DRIVE LANES" CONCRETE PAVEMENT. SEE PAVING NOTE (THIS SHEET). RE: SHEET CD500 - CIVIL DETAILS, DETAIL C.
  3. CONSTRUCT DUMPSTER PAD CONCRETE PAVEMENT. SHEET CD500 - CIVIL DETAILS, DETAIL C.
  4. CONSTRUCT 4" THICK CONCRETE SIDEWALK. RE: SHEET CD500 - CIVIL DETAILS, DETAIL D.
  5. PROVIDE THICKENED EDGE CONCRETE AT ASPHALT INTERFACE. RE: SHEET CD501 - CIVIL DETAILS, DETAIL A.
  6. CONSTRUCT CURB. REFER TO CG300 - CIVIL GRADING PLAN FOR CURB TYPE AND ELEVATIONS.
  7. CONSTRUCT ON-SITE SIDEWALK CURB RAMP. TYPE AS SHOWN. RE: SHEET CD501 - DETAILS.
  8. PROPOSED UTILITY OR SITE MECHANICAL IMPROVEMENT; REFER TO THE UTILITY PLANS, SHEET CU200 - CIVIL UTILITY PLAN FOR ADDITIONAL INFORMATION.
  9. PROPOSED LANDSCAPE WALL. REFER TO LANDSCAPE ARCHITECTURE PLANS FOR DETAILS.
  10. INSTALL ACCESSIBLE PARKING SIGN, INCLUDE "VAN" PLACARD, WHERE INDICATED ON PLAN. RE: SHEET CD500 - CIVIL DETAILS, DETAIL A.
  11. PAINT ACCESSIBLE PARKING SYMBOL. RE: SHEET CD500 - CIVIL DETAILS, DETAIL B.
  12. PAINT 4-INCH WIDE WHITE DIAGONAL STRIPES 2-FEET ON-CENTER WITH 4-INCH WIDE, WHITE BORDER STRIPES AS SHOWN.
  13. PAINT 4-INCH WIDE, WHITE PARKING LOT STRIPES AS SHOWN.
  14. PROPOSED BIKE RACKS (10 SPACES). REFER TO LANDSCAPE ARCHITECTURE PLANS FOR DETAILS.
  15. INSTALL 6' LONG CONCRETE WHEEL STOPS. ANCHOR USING #4 REBAR 1' LONG INTO CONCRETE. SEE DETAIL D, SHEET C-501.
  16. CONSTRUCT TRASH ENCLOSURE. RE: ARCHITECTURAL SHEETS FOR DETAIL.
  17. INSTALL SITE LIGHTING, INCLUDING BUT NOT LIMITED TO BASE, POLE, FIXTURE, AND CONNECTION HARDWARE. RE: PHOTOMETRIC PLANS.

| SITE SUMMARY TABLE - BUILDING C LOT |                      |            |
|-------------------------------------|----------------------|------------|
| DESCRIPTION                         | AREA (SF)            | PERCENTAGE |
| PAVEMENT/CONCRETE                   | 69,006               | 73.8%      |
| BUILDING FOOTPRINT                  | 12,283               | 13.1%      |
| LANDSCAPING                         | 12,244               | 13.1%      |
| TOTAL SITE                          | 93,533 SF (2.148 AC) | 100%       |
| TOTAL BUILDING FLOOR AREA           | 38,669               |            |
| PARKING LOT AREA                    | 50,240               |            |
| PARKING LOT LANDSCAPE AREA          | 3,685                | 7.3%       |

| TOTAL OFFICE CAMPUS SITE SUMMARY TABLE |                    |            |
|----------------------------------------|--------------------|------------|
| DESCRIPTION                            | AREA (SF)          | PERCENTAGE |
| PAVEMENT/CONCRETE                      | 358,284            | 62.7%      |
| BUILDING FOOTPRINT                     | 80,430             | 14.1%      |
| LANDSCAPING                            | 132,545            | 23.2%      |
| TOTAL SITE                             | 571,575 (13.12 AC) | 100%       |

| PARKING DATA TABLE - BUILDING C LOT |                      |
|-------------------------------------|----------------------|
| REQUIRED PARKING STALL RANGE        | 116-193              |
| STANDARD STALLS                     | 119                  |
| COMPACT STALLS                      | 10                   |
| ACCESSIBLE STALLS                   | 6 (1 VAN ACCESSIBLE) |
| TOTAL STALLS                        | 135                  |

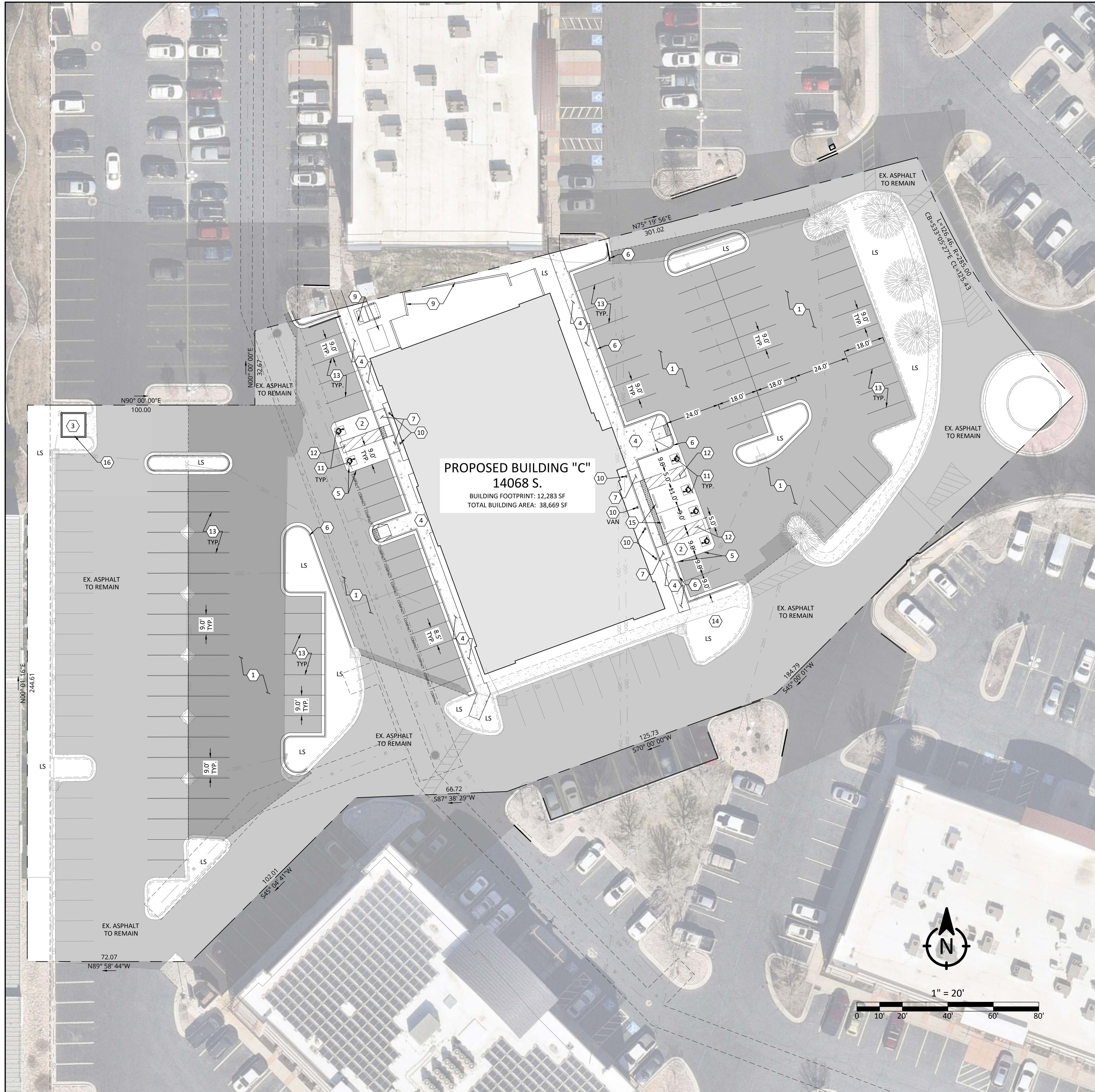
#### SITE PLAN NOTES

1. PLANS ARE BASED ON AN ALTA SURVEY BY HIGHLAND SURVEYING TITLED "14068 S 145 E" DATED 7/29/2026. REFER TO THE ALTA SURVEY FOR BASIS OF BEARINGS AND BENCHMARKS.
2. DIMENSIONS SHOWN ON THIS PLAN ARE INTENDED FOR PLAN REVIEW ONLY AND ARE NOT COMPREHENSIVE. IT IS ANTICIPATED THAT THE PROJECT WILL BE STAKED AND CONSTRUCTED BASED ON DIGITAL FILES AND THAT A COMPREHENSIVE HORIZONTAL CONTROL PLAN IS NOT NEEDED. CONTACT ENGINEER IF ADDITIONAL DIMENSIONS ARE NEEDED DURING CONSTRUCTION.
3. REFER TO SHEET CD500 - DETAILS FOR ADDITIONAL PROJECT GENERAL NOTES.
4. THE CONTRACTOR SHALL REFER TO THE GRADING PLAN FOR CURB TYPES AND ELEVATIONS.
5. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, STAIRS, PRECISE BUILDING DIMENSIONS, AND BUILDING ENTRANCES.
6. ALL SIGNING AND STRIPING WILL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND LOCAL CODES.
7. REFER TO ARCHITECTURAL PLANS FOR BUILDING SIGNAGE LOCATIONS.
8. REFER TO ARCHITECTURAL PLANS FOR SITE ELECTRICAL INSTALLATION REQUIREMENTS INCLUDING, BUT NOT LIMITED TO LOCATION, TYPE, SIZE, AND MATERIAL OF WIRING, CONDUIT, TRENCH, AND CONNECTION POINTS FOR SITE LIGHTING, SITE SIGNAGE, AND OTHER SITE IMPROVEMENTS.
9. PROVIDE JOINTS AT 30 X THICKNESS OF CONCRETE OR 15 FEET (WHICHEVER IS LESS) MAXIMUM SPACING IN VEHICULAR AREAS UNLESS OTHERWISE INDICATED. JOINTS SHOULD EXTEND THROUGH THE ADJACENT CURB.
10. MAXIMUM JOINT SPACING IN PEDESTRIAN AREAS (I.E. SIDEWALKS AND PATIOS) SHALL BE 5' UNLESS OTHERWISE INDICATED. CONTROL JOINTS THEREIN SHALL BE TOOL FINISHED. JOINT SPACING IN PEDESTRIAN AREAS SHALL BE SUBMITTED AND COORDINATED WITH ARCHITECT AND ENGINEER PRIOR TO CONSTRUCTION.
11. SEE DETAILS E, F, AND G ON SHEET CD500 - CIVIL DETAILS FOR JOINT CONFIGURATIONS.
12. THE CONTRACTOR SHALL SELECT AND USE A BOND BREAKER AT INLETS, MANHOLES, AND SIMILAR SIZE STRUCTURES. SMALLER STRUCTURES SUCH AS VALVE COVERS AND MONUMENT BOXES SHALL NOT REQUIRE A BOND BREAKER UNLESS SPECIFIED OTHERWISE.
13. PROVIDE A CONTINUOUS EXPANSION JOINT FOR ANY CONCRETE FLATWORK AGAINST THE BUILDING FOUNDATION. REFERENCE THE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

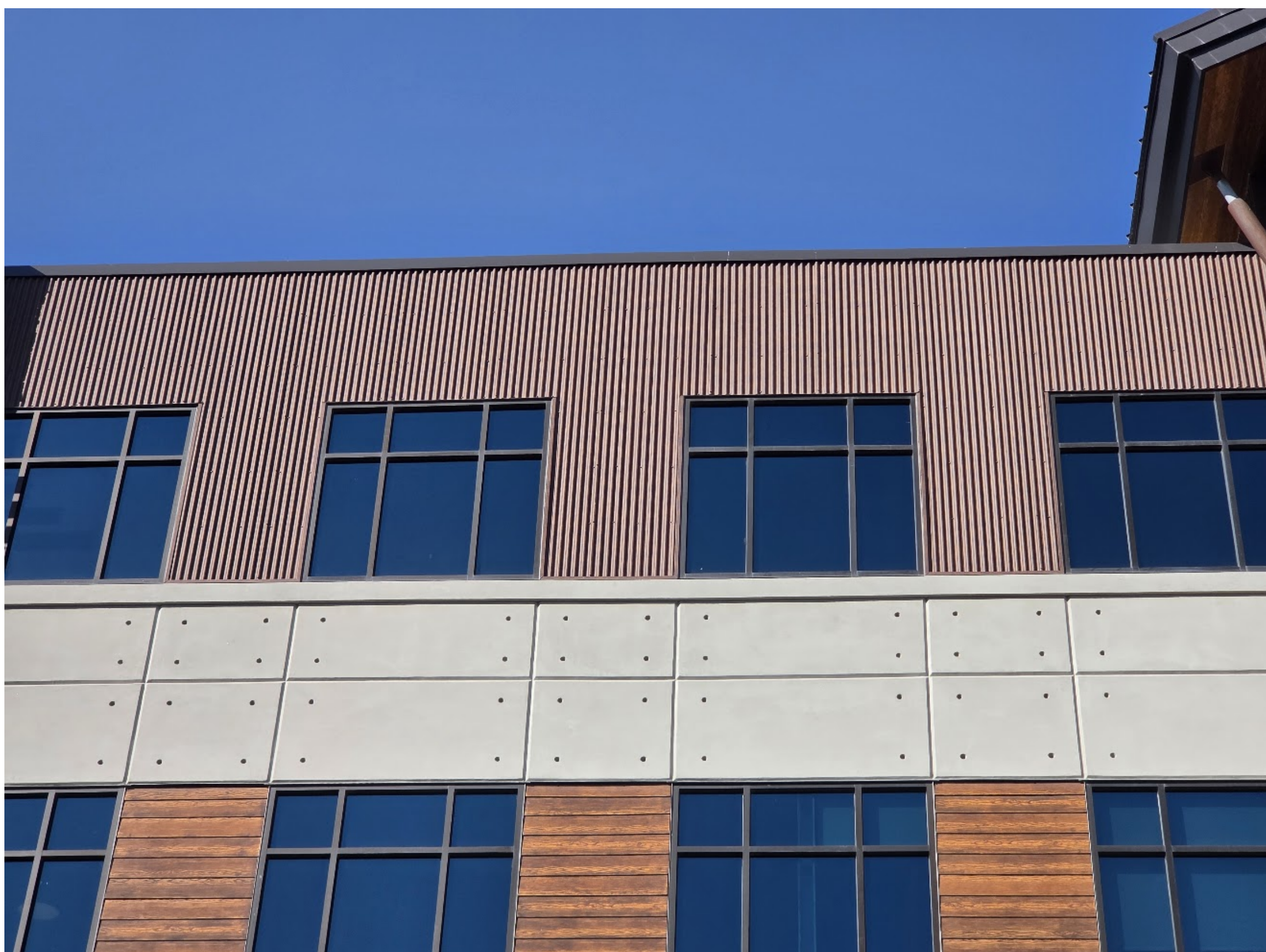
#### CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION, SIZE, NUMBER, AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MEASUREMENTS TAKEN IN THE FIELD AND RECORDS OF THE VARIOUS UTILITY COMPANIES. THIS INFORMATION IS NOT TO BE RELIED ON TO BE COMPLETE OR EXACT. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST UTILITIES BE LOCATED AND MARKED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE.

AGENCY APPROVAL







# EXISTING BUILDINGS IN THE DEVELOPMENT

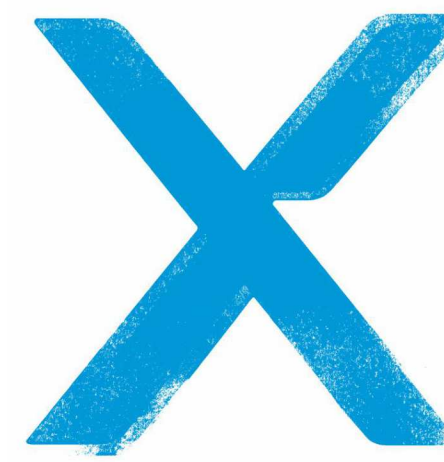


**GENERAL NOTES**  
**BUILDING ELEVATIONS**

A. COORDINATE GRADING SHOWN ON ELEVATIONS WITH CIVIL DRAWINGS.  
B. REFER TO CIVIL DRAWINGS FOR REAL WORLD DATUM REFERENCES.  
C. PROVIDE GUTTERS AND DOWN SPOUTS W/ HEAT CABLE, SNOW FENCES, AND SNOW CLIPS - SEE ROOF PLAN.  
D. FOR TYPICAL WALL ASSEMBLIES INCLUDING MATERIAL DESIGNATIONS AND DETAILING APPROACH, SEE A350s & G500s SERIES SHEETS.  
E. ALL EXPOSED UNFINISHED STEEL TO BE PAINTED UNLESS DIRECTED BY ARCHITECT.  
F. DO NOT SCALE DRAWINGS.

**KEYNOTES**

| TAG | KEYNOTE TEXT |
|-----|--------------|
|     |              |



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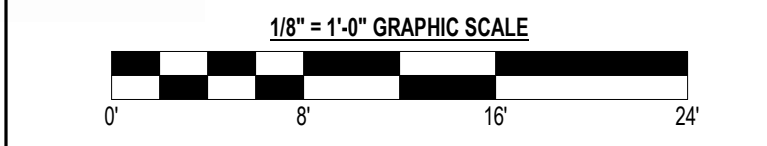
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PROJECT MAMMOTH  
**DRAPER, UTAH OFFICE**  
Draper, Utah

# Date Revision

**NOT FOR  
CONSTRUCTION**

**GRAPHIC SCALE(S)**



AGENCY APPROVAL

**30% DESIGN  
DOCUMENTS**

NEXUS PROJ. #: 26042  
CHECKED BY: BL  
DRAWN BY: JCC  
DATE: 07/13/2026

**BUILDING  
ELEVATIONS**

**A202**

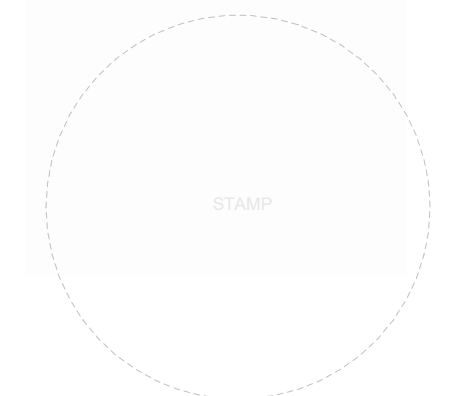




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DOCUMENTS

NEXUS PROJ. #: 26042  
CHECKED BY: BL  
DRAWN BY: JCC  
DATE: 07/13/2026

BUILDING  
ELEVATIONS

A201

## GENERAL NOTES

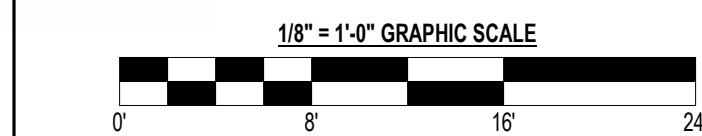
### BUILDING ELEVATIONS

- COORDINATE GRADING SHOWN ON ELEVATIONS WITH CIVIL DRAWINGS.
- REFER TO CIVIL DRAWINGS FOR REAL WORLD DATUM REFERENCES.
- PROVIDE GUTTERS AND DOWN SPOUTS w/ HEAT CABLE, SNOW FENCES, AND SNOW CLIPS - SEE ROOF PLAN.
- FOR TYPICAL WALL ASSEMBLIES INCLUDING MATERIAL DESIGNATIONS AND DETAILING APPROACH, SEE **A350s** & **G500s** SERIES SHEETS.
- ALL EXPOSED UNFINISHED STEEL TO BE PAINTED UNLESS DIRECTED BY ARCHITECT.
- DO NOT SCALE DRAWINGS.

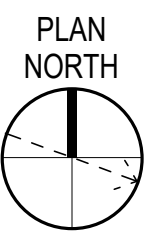
## KEYNOTES

| TAG | KEYNOTE TEXT |
|-----|--------------|
|-----|--------------|

## GRAPHIC SCALE(S)



AGENCY APPROVAL



**1 WEST BUILDING ELEVATION**  
A201 1/8" = 1'-0"



**2 NORTH BUILDING ELEVATION**  
A201 1/8" = 1'-0"



Exhibit "C"

City's Vested Laws

Vested laws on file with the Draper City Records Office.

# MEMO



To: Planning Commission

From: Nick Whittaker, MCMP

Date: 2026-09-10

Re: Public Hearing: Snow Zoning Map Amendment Request (Legislative Item)

---

## Comments:

This application is a request for approval of a Zoning Map Amendment from RA1 to RA2 for approximately 1.35 acres located on the South side of New Hope Dr. and the East side of Fort St. at approximately 960 E. New Hope Dr. The applicant is requesting that a Zoning Map Amendment be approved so that the applicant can subdivide the property.

## Findings for Approval:

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

## Findings for Denial:

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

ATTACHMENTS:

[Snow Zoning Map Amendment Report.pdf](#)



---

**Development Review Committee**

1020 East Pioneer Road

Draper, UT 84020

August 28, 2026

**To:** Draper City Planning Commission  
Business Date: September 10, 2026

**From:** Development Review Committee

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

**Re: Snow – Zoning Map Amendment Request**

Application No.: 2026-0186-MA

Applicant: Lowell & Tamara Snow

Project Location: 960 E. New Hope Dr.

Current Zoning: RA1 (Residential Agricultural, 40,000 ft<sup>2</sup> min. lot size)

Acreage: 1.35 Acres (Approximately 58,806 ft<sup>2</sup>)

Request: Request for approval of a Zoning Map Amendment from RA1 to RA2 (Residential Agricultural, 20,000 ft<sup>2</sup> min. lot size).

**BACKGROUND AND SUMMARY**

This application is a request for approval of a Zoning Map Amendment from RA1 to RA2 for approximately 1.35 acres located on the South side of New Hope Dr. and the East side of Fort St. at approximately 960 E. New Hope Dr. (Exhibits C and D). The applicant is requesting that a Zoning Map Amendment be approved so that the applicant can subdivide the property.

The subject property is not part of an existing subdivision. The property has a single-family home that was constructed in 1975 and was added onto in 2005. A shed and a pool were constructed in approximately 2013. In 2016, the applicant applied for a zoning map amendment to change the RA1 designation to RA2 and was denied on the basis that granting the request in that area could change the City's character and negatively impact the area.





## ANALYSIS

### *General Plan and Zoning.*

| Table 1           | General Plan and Zoning Designations | Exhibit   |
|-------------------|--------------------------------------|-----------|
| Existing Land Use | Residential Low Medium Density       | Exhibit E |
| Current Zoning    | RA1                                  | Exhibit F |
| Proposed Zoning   | RA2                                  | Exhibit H |
| Adjacent Zoning   |                                      |           |
| East              | RA1                                  |           |
| West              | RA1                                  |           |
| North             | RA2                                  |           |
| South             | RA1 & RA2                            |           |

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

#### *Residential Low-Medium Density*

| LAND USE DESCRIPTION     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                  |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>CHARACTERISTICS</b>   | <ul style="list-style-type: none"> <li>• Very large lot single-family neighborhoods or ranchettes allows for enhancement of Draper's rural character</li> <li>• Environmentally designed clustered housing with the Suncrest and South Mountain projects being the exceptions</li> <li>• Some natural features and cultivated vegetation is apparent and special care is required in order to preserve those features and areas</li> <li>• Equestrian uses and privileges may exist in certain areas</li> </ul> |                                                                                                                                  |
| <b>LAND USE MIX</b>      | Primary <ul style="list-style-type: none"> <li>• Single-family detached homes</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                        | Secondary <ul style="list-style-type: none"> <li>• Parks</li> <li>• Open space</li> <li>• Churches</li> <li>• Schools</li> </ul> |
| <b>DENSITY</b>           | <ul style="list-style-type: none"> <li>• Density range: up to 2 dwelling units per acre</li> <li>• Reduction for non-buildable areas</li> </ul>                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                  |
| <b>COMPATIBLE ZONING</b> | <ul style="list-style-type: none"> <li>• Residential Agricultural (RA1)</li> <li>• Residential Agricultural (RA2)</li> <li>• Single-family Residential Hillside (RH)</li> <li>• Master Planned Community (MPC)</li> </ul>                                                                                                                                                                                                                                                                                       |                                                                                                                                  |
| <b>OTHER CRITERIA</b>    | <ul style="list-style-type: none"> <li>• Increased densities within equestrian areas may be allowed only with compliance to specified performance standards and impact mitigation measures</li> <li>• Buffers and transitions around existing low-density single-family residences may consist of open space/ retention areas, lots that are pie-shaped or otherwise larger than standard sized lots or a combination of these and other appropriate design techniques</li> </ul>                               |                                                                                                                                  |

According to Draper City Municipal Code (DCMC) Section 9-8-020(B)(1) the purpose of both the RA1 and RA2 zones is to *"foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the City's semi-rural areas; and to promote and preserve conditions favorable to large-lot family life, including the keeping of limited numbers of animals and fowl. The predominant use in these zones is intended to be detached single-family dwellings, protected from encroachment by commercial and industrial uses."*

#### Criteria for Approval

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

##### *1. Map Amendments:*

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

The applicant is proposing that the RA1 zoning designation be amended to RA2. According to applicant statements found in Exhibit G, the applicant is making this request so that they can subdivide the property to help the property owners age in place. Staff notes that the subject property is 1.35 acres in size and that the RA2 designation would allow for the creation of one additional lot.

The proposed zoning designation is compatible with the subject property's current mapped land use designation of Residential Low/Medium Density (Exhibit E). The uses allowed in the RA1 and RA2 zones are substantially the same with the exception of the *Agricultural Business* and *Animal Specialties* uses being allowed conditional uses in the RA1 zone and are not permitted in the RA2 zone. Also, the use of *Animals and fowl for recreation and family food production* would become a conditional use under the RA2 zone and is listed as permitted use in the current RA1 zone. Staff also notes that properties with the RA2 designation are adjacent to the north, and south sides of the subject property as well as in

the general vicinity (Exhibit F).

## **REVIEWS**

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

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

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

*Fire Division Review.* The Draper City Fire Marshal has completed his review of the Zoning Map Amendment submission. Comments from this division, if any, can be found in Exhibit A.

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

*GIS Division Review.* The Draper City GIS Division has completed their review of the Zoning Map Amendment Submission. Comments from this division, if any, can be found in Exhibit A.

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

## **STAFF RECOMMENDATION**

After reviewing the application, staff finds that the application complies with the minimum criteria of the DCMC for approval of the application and recommends that the Planning Commission review the request, hear from the applicant, and receive public comment as applicable to the application. Staff recommends that the Planning Commission forward a positive recommendation of the applicants request to the Draper City Council based on the findings and criteria for approval as listed in the staff report. The staff recommendation is based upon the following:

1. The RA2 Zone is compatible with the existing land use designation.
2. The abutting properties located to the north and south of the subject property have RA2 zoning designations as well as other properties within a 300-foot vicinity.
3. The request will provide the applicant an opportunity to age in place which is consistent with the goal HN-4 of the Draper City General Plan.

## **MODEL MOTIONS**

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for approval of the Zoning Map Amendment, as requested by Lowell and Tamara Snow, application 2026-0186-MA, based on the following findings for approval listed in the Staff Report dated August 28, 2026.

Findings for Approval:

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

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for approval of the Zoning Map Amendment, as requested by Lowell and Tamara Snow, application 2026-0186-MA, based on the findings for approval listed in the Staff Report dated August 28, 2026, together with the following additional or modified findings:

1. (List any additional or modified findings for approval, if any...)

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for denial of the Zoning Map Amendment, as requested by Lowell and Tamara Snow, application 2026-0186-MA, based on the following findings for denial listed in the Staff Report dated August 28, 2026.

Findings for Denial:

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



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

## DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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

**Brien Maxfield**

Digitally signed by Brien Maxfield  
DN: C=US,  
E=brien.maxfield@draperutah.gov,  
O=Draper, OU=Public Works -  
Engineering, CN=Brien Maxfield  
Date: 2026.09.01 15:57:13-06'00'

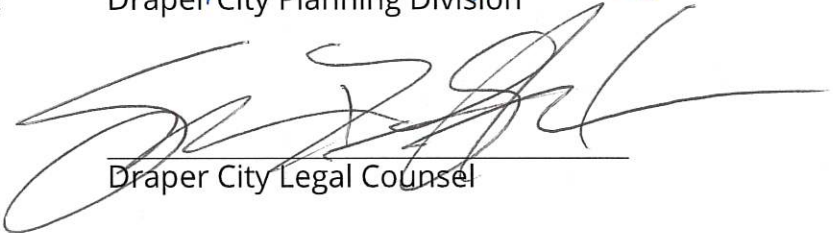
Draper City Public Works Department

  
Draper City Planning Division

**Don Buckley**

Digitally signed by Don Buckley  
DN: C=US, E=don.buckley@draper.ut.us,  
O=Draper City Fire Department, OU=Fire Marshal,  
CN=Don Buckley  
Date: 2026.09.02 16:57:17-06'00'

Draper City Fire Department

  
Draper City Legal Counsel

**Matthew Symes**

Digitally signed by Matthew Symes  
DN: C=US,  
E=matt.symes@draperutah.gov,  
O=Draper City Corp., CN=Matthew  
Symes  
Date: 2026.09.02 07:55:14-06'00'

Draper City Building Division

## EXHIBIT A DEPARTMENT REVIEWS

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

### Planning Division Review.

1. No additional comments.

### Engineering and Public Works Divisions Review.

1. The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection; Other than noted below, we are not aware of any inadequacies of the facilities intended to serve this property.
  - a. The change in use within the zone from RA1 to RA2, both residential zones, will increase the traffic with a general increase in traffic due to an increase in the number of lots permitted. The existing site will accommodate one single family residence that correspond to one peak hour trip and up to eight daily trips. The proposed site, based on application information, could be up to a three-lot subdivision. The proposed zone would generate three peak hour trips and approximately 24 daily trips. Any increase in traffic would be limited to Fort Street, as New Hope Drive is a private, dead-end residential street. The project does not approach the required threshold for a traffic impact study, which is typically required when 100 peak-hour trips are generated by the project.
  - b. Connectivity with the subject parcel to a public right-of-way is to Fort Street by way of New Hope Drive, a private residential street. The existing parcel access is required to remain on New Hope Drive, as a new access onto Fort Street would not be permitted due to it being a classified minor collector street. Access locations are required to meet Draper City access standards as outlined in our Master Transportation Plan.
  - c. There are no existing storm drainage facilities adjacent to the subject parcel. Any future site drainage will be required to be addressed with any subdivision or site plan application, and shall comply with the provisions of the development requirements within the Draper City Municipal Code.
  - d. Sanitary sewer facilities will be provided by Jordan Basin Improvement District. Any subdivision or site plan application will require a commitment to serve from the Sewer District that facilities are adequate to provide service for the proposed uses.
  - e. Drinking water is provided by WaterPro. Any future development application will require a commitment to serve from WaterPro that facilities are

adequate to provide service for the proposed uses.

*Building Division Review.*

1. No additional comments.

*Fire Division Review.*

1. No additional comments.

*Legal Division Review.*

1. No additional comments.

*GIS Division Review.*

1. No additional comments.



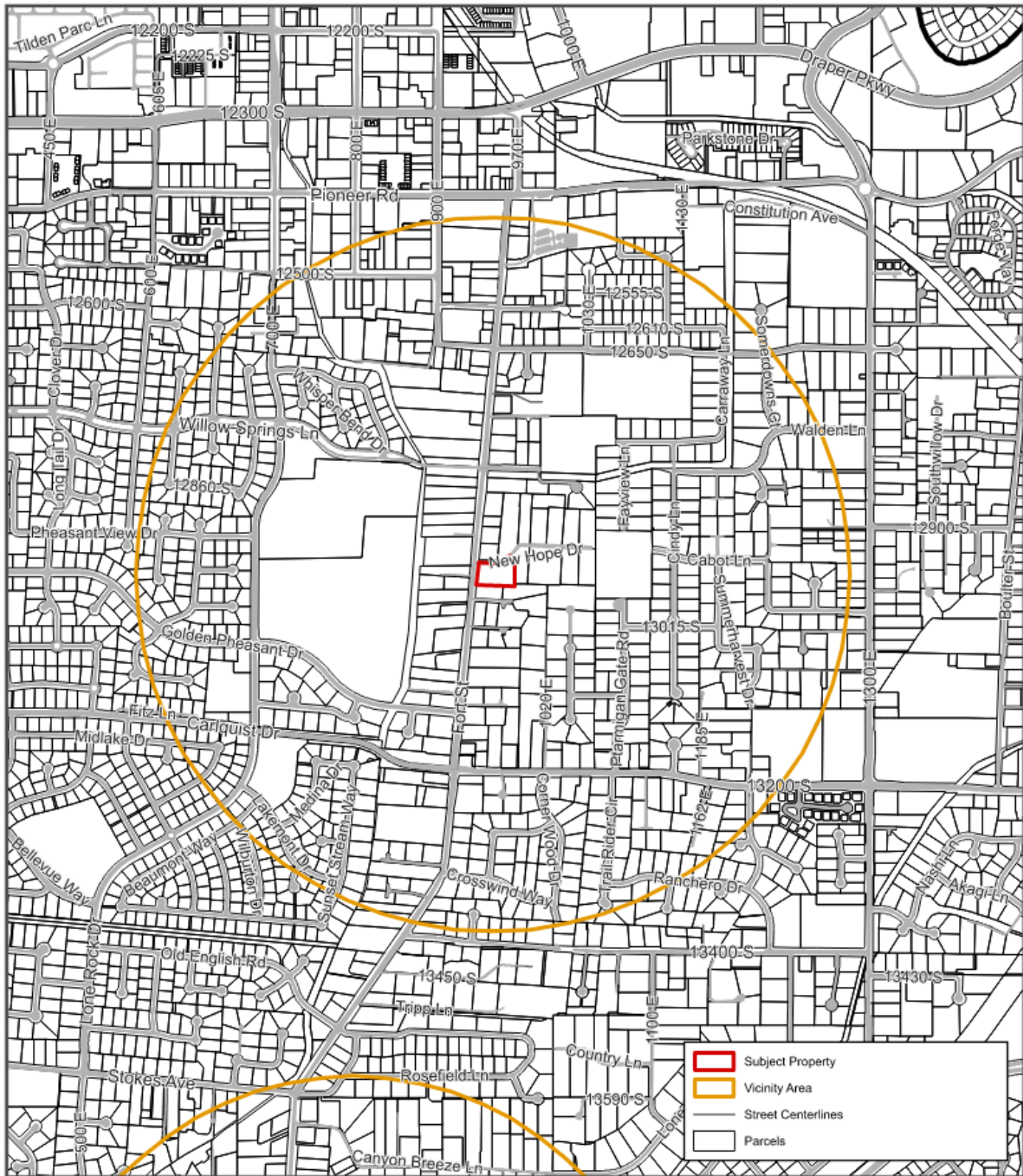
## EXHIBIT B LEGAL DESCRIPTIONS

Beginning at a point which is North 88°35'28" West 98.39 feet from the Southwest corner of Lot 1, NEW HOPE ESTATES, an unrecorded subdivision in Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said Lot corner being South 2289.06 feet and West 2872.86 feet from the Northeast corner of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian; running thence South 15°11'35" West 21.17 feet; thence North 87°45'08" West 321.32 feet to the East line of Fort Street; thence North 05°42'36" East 174.91 feet along said East line to the centerline of a 50 foot non-exclusive Right of Way; thence South 89°00'56" East 163.62 feet along said centerline to a point on a 75 foot radius curve to the left; thence Northeasterly along said centerline and the arc of said 75 foot radius curve 62.18 feet; thence North 43°28'59" East 54.57 feet to the Northwest corner of C. Keith Rooker property, as described in that certain Warranty Deed recorded April 15, 1976, as Entry No. 2804704, in Book 4168, at Page 87, of Official Records; thence South 24°03'50" East 95.29 feet along the Westerly line of said C. Keith Rooker property; thence South 05°32'10" East 140 feet to point of beginning.

Together with a 50 foot Right of Way, the centerline being more particularly described as follows: Beginning at a point South 00°07'25" West 1676.63 feet and West 2295.33 feet and South 00°05'33" West 325.30 feet from the Northeast corner of Section 32, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 86°53'48" West 602.33 feet to a point of a 75.00 foot radius curve to the left; thence Westerly 64.95 feet along said 75.00 foot radius curve to the left; thence South 43°28'59" West 147.85 feet to a point on a 75.00 foot radius curve to the right; thence Southwesterly 62.18 feet along said 75.00 foot radius curve to the right; thence North 89°00'56" West 163.62 feet to the East Right of Way line of Fort Street.

Together with and subject to Boundary Line Agreement recorded January 11, 2002, as Entry No. 8118442, in Book 8553, at Page 4499, of Official Records.

# EXHIBIT C VICINITY MAP



Date Printed: 8/28/2026

## Snow Zoning Map Amendment

960 E NEW HOPE DR

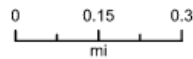




EXHIBIT D  
AERIAL MAP





Date Printed: 8/28/2026

**Snow Zoning Map Amendment**

960 E NEW HOPE DR

0

70

140

ft

N



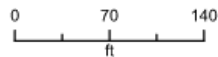
EXHIBIT E  
LAND USE MAP



Date Printed: 8/28/2026

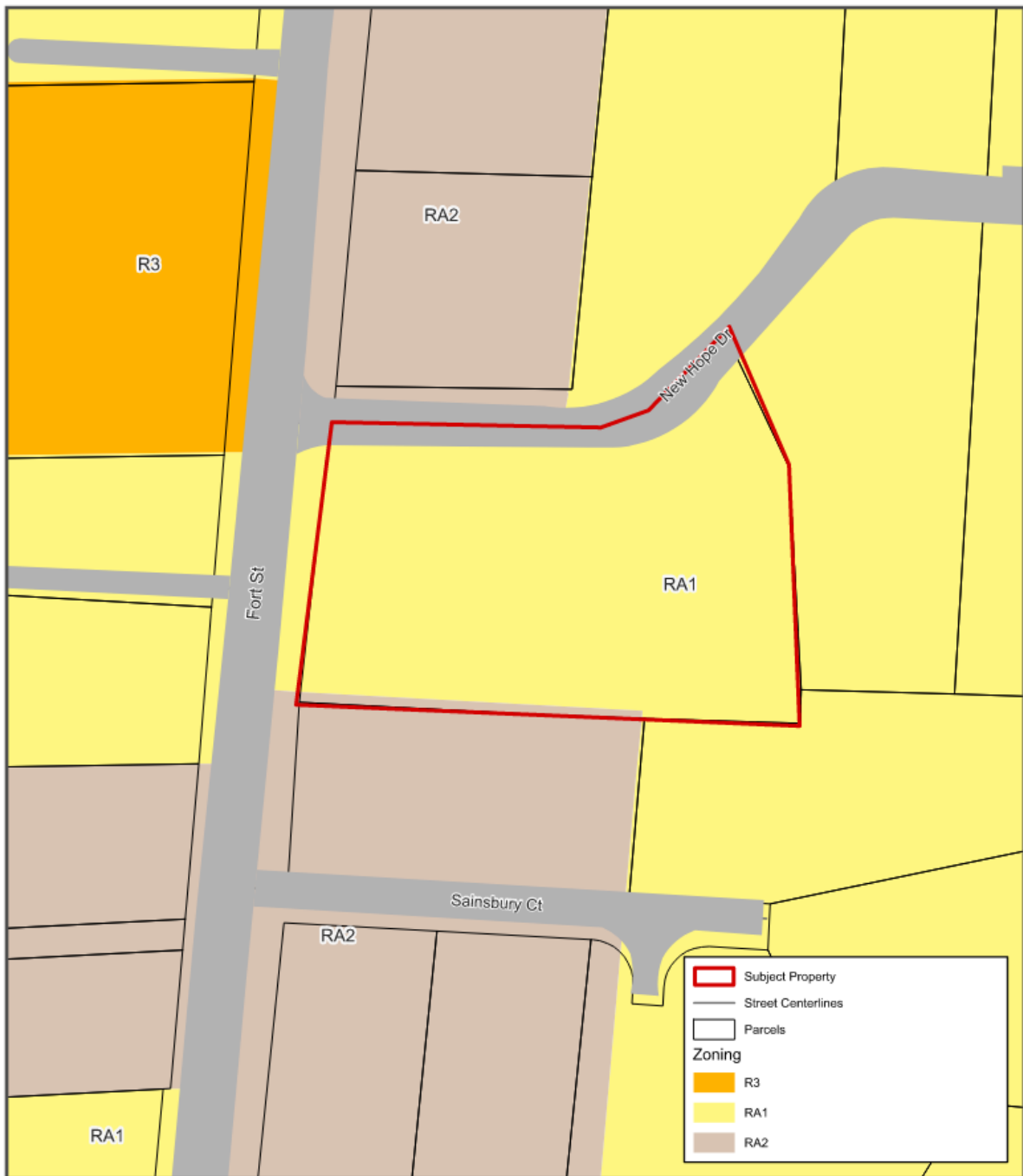
**Snow Zoning Map Amendment**

960 E NEW HOPE DR





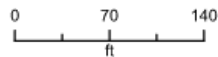
# EXHIBIT F ZONING MAP



Date Printed: 8/28/2026

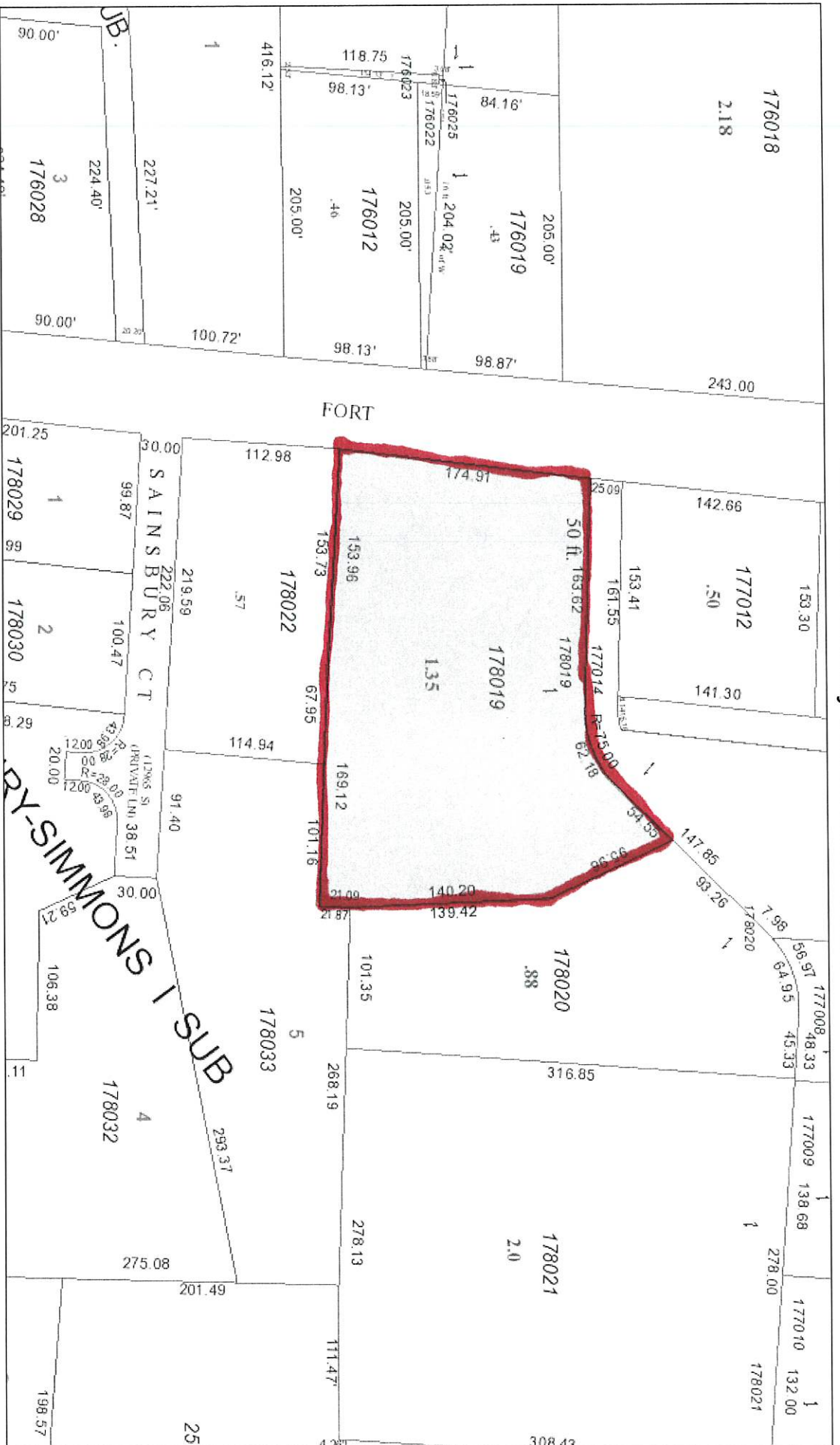
## Snow Zoning Map Amendment

960 E NEW HOPE DR



**EXHIBIT G**  
**APPLICANT'S RESPONSE – ZONING MAP AMENDMENT**

# Salt Lake County Recorder's Office



August 23, 2016

Override 1

RVecPB, REC\_VEC\_DATA, Cartography

Cadastral\_Line ☐ Parcels



The information depicted on this map is for general reference only, and is not intended to determine final ownership, jurisdictional boundaries or to replace a survey or any other legal document. In conjunction with the Offices of Salt Lake County Assessor, Salt Lake County Clerk, Salt Lake County Mayor or Salt Lake County Surveyor.

## Zoning Map Amendment

1. What is the requested zoning designation:

**The requested zoning designation is RA1**

2. Please explain the reason for the request and justification for approval:

**Applicants purchased this property in 2010 after the property had been foreclosed and abandoned for several years. They restored and improved the house and extensively landscaped to create a valuable addition to the neighborhood. When applicants tried to construct a barn on the open portion of their property abutting Fort Street they learned that Draper City corner lot restrictions would not allow structures in this area (over 20,000 square feet, 40% of their total property). That area would need to remain “open space” without action by Draper City. Applicants are now in their 80’s and this large property is a substantial burden. This Zoning Map Amendment can provide flexibility for them to finally adapt this property to meet their needs.**

3. How is the requested zoning designation harmonious with the overall character of existing development in the vicinity of the subject property?

**The property is bounded on the north and south by parcels zoned RA2 and is bounded on the west by a parcel zoned RA3. Almost all parcels south of the subject property are zoned RA2.**

4. Is the proposed zoning designation consistent with the goals, objectives, and policies of the City’s General Plan?

**A Draper City Development Staff Report from 09/30/2016 (Application MA-264-2016) found....“That the proposed amendment is consistent with the goals, objectives and policies of the City’s General Plan.”**



# MEMO



To: Planning Commission

From: Todd Taylor

Date: 2026-09-10

Re: Public Hearing: SSVM Development Agreement, Land Use Map Amendment, and Zoning Map Amendment Requests (Legislative Item)

---

## Comments:

This application is a request for approval of a Development Agreement, Land Use Map Amendment, and Zoning Map Amendment for approximately 1.58 acres located on the east side of 700 W, at approximately 11511 S 700 W. The applicant is requesting a land use map amendment from the Residential Low-Medium Density designation to the Residential Medium Density designation and a rezone from RA1 (Residential Agricultural) to R3 (Residential) in conjunction with the Development Agreement to allow the development of the property into 4 lots on a 26-foot wide private roadway.

## Development Agreement

### Findings for Approval:

1. The proposed development agreement complies with DCMC Subsections 9-5-200(C) and (D).

### Findings for Denial:

1. The proposed development agreement does not comply with all requirements of DCMC Subsections 9-5-200(C) and (D).

## Land Use Map Amendment

### Findings for Approval:

1. The land use map amendment is appropriate and complies with the requirements of DCMC Section 9-2-020(F) and Utah State Code 10-20-405.

### Findings for Denial:

1. The land use map amendment does not comply with DCMC Section 9-2-020(F) and Utah State Code 10-20-405.

## Zoning Map Amendment

### Findings for Approval:

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

Findings for Denial:

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

ATTACHMENTS:

[SSVM DA LUMA ZMA PC SR\\_Finalized.pdf](#)



## Development Review Committee

1020 East Pioneer Road

Draper, UT 84020

August 27, 2026

**To:** Draper City Planning Commission  
Business Date: September 10, 2026

**From:** Development Review Committee

**Prepared By:** Todd Taylor, Planner III  
Planning Division  
Community Development Department  
801-576-6510, todd.taylor@draperutah.gov

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

Application No.: 2026-0126-DA, 2026-0124-MA, 2026-0125-MA

Applicant: Ari Bruening, representing Sai Suresh Danduboyina

Project Location: 11511 S 700 W

Current Zoning: RA1 (Residential Agricultural, 40,000 ft<sup>2</sup> lot minimum) Zone

Acreage: 1.58 Acres (Approximately 68,825 ft<sup>2</sup>)

Request: Request for approval of a Development Agreement to allow the development of the property into 4 lots on a 26-foot wide private roadway, amend the Land Use Map from the Residential Low-Medium Density designation to the Residential Medium Density designation, and amend the Zoning Map from the RA1 zone to the R3 (Single-Family Residential, 13,000 ft<sup>2</sup> lot minimum) zone.

### **BACKGROUND AND SUMMARY**

This application is a request for approval of a Development Agreement, Land Use Map Amendment, and Zoning Map Amendment for approximately 1.58 acres located on the east side of 700 W, at approximately 11511 S 700 W (Exhibit C & D). The applicant is requesting a land use map amendment from the Residential Low-Medium Density designation to the Residential Medium Density designation and a rezone from RA1 to R3 in conjunction with the Development Agreement to allow the development of the property into 4 lots on a 26-foot wide private roadway.



The subject property is vacant and is not a part of a previous subdivision. On August 6, 2024, the Draper City Council denied an application for a rezone from RA1 to RA2 (Residential Agricultural, 20,000 ft<sup>2</sup> lot minimum) on the subject property.

## **ANALYSIS**

### **General Plan and Zoning.**

| <b>Table 1</b>    | <b>General Plan and Zoning Designations</b> | <b>Exhibit</b> |
|-------------------|---------------------------------------------|----------------|
| Existing Land Use | Residential Low-Medium Density              | Exhibit E      |
| Proposed Land Use | Residential Medium Density                  |                |
| Current Zoning    | RA1                                         | Exhibit F      |
| Proposed Zoning   | R3                                          |                |
| Adjacent Zoning   |                                             |                |
| East              | R3                                          |                |
| West              | RA1                                         |                |
| North             | RA1                                         |                |
| South             | RA1                                         |                |

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

### ***Residential Low-Medium Density***

| <b>LAND USE DESCRIPTION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                  |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>CHARACTERISTICS</b>      | <ul style="list-style-type: none"> <li>• Very large lot single-family neighborhoods or ranchettes allows for enhancement of Draper's rural character</li> <li>• Environmentally designed clustered housing with the Suncrest and South Mountain projects being the exceptions</li> <li>• Some natural features and cultivated vegetation is apparent and special care is required in order to preserve those features and areas</li> <li>• Equestrian uses and privileges may exist in certain areas</li> </ul> |                                                                                                                                  |
| <b>LAND USE MIX</b>         | Primary <ul style="list-style-type: none"> <li>• Single-family detached homes</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                        | Secondary <ul style="list-style-type: none"> <li>• Parks</li> <li>• Open space</li> <li>• Churches</li> <li>• Schools</li> </ul> |
| <b>DENSITY</b>              | <ul style="list-style-type: none"> <li>• Density range: up to 2 dwelling units per acre</li> <li>• Reduction for non-buildable areas</li> </ul>                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                  |
| <b>COMPATIBLE ZONING</b>    | <ul style="list-style-type: none"> <li>• Residential Agricultural (RA1)</li> <li>• Residential Agricultural (RA2)</li> <li>• Single-family Residential Hillside (RH)</li> <li>• Master Planned Community (MPC)</li> </ul>                                                                                                                                                                                                                                                                                       |                                                                                                                                  |



According to Draper City Municipal Code (DCMC) Section 9-8-020 the purpose of the RA1 Zone is to *"foster low density development with little impact on its surroundings and municipal services; to generally preserve the character of the city's semirural areas; and to promote and preserve conditions favorable to large lot family life, including the keeping of limited numbers of animals and fowl. The predominant use in these zones is intended to be detached single-family dwellings, protected from encroachment by commercial and industrial uses."*

#### Development Agreement.

The applicant is proposing a Development Agreement (Exhibit G). The Development Agreement would exempt the subject properties from full compliance with the City's private right-of-way standards found in DCMC Section 9-27-150, and would limit the number of dwelling units and lots to a maximum of four (4). The private right-of-way would typically be required to be thirty-one (31) feet in total width including curb and gutter on both sides because a fire hydrant is required for the development of the subject property. The Development Agreement would modify the cross section for the private right-of-way to be twenty-six (26) feet in total width including engineered, drivable, curb and gutter on both sides that will support the weight of an emergency vehicle, in order to meet the minimum lot size for the four (4) lots.

In exchange for these allowances from the City, the applicant has agreed to build the project in phases. The applicant would not be allowed to obtain building permits for more than one (1) dwelling unit on the subject property prior to January 1, 2029, for more than two (2) total dwelling units prior to January 1, 2032, for more than three (3) total dwelling units prior to January 1, 2035, and for four (4) total dwelling units prior to January 1, 2038. Additionally, in consideration to the City, the plat and deeds would be required to include a notice that the property is located in close proximity to large animals and the purchasers waive their right to assert a nuisance due to impacts from the large animals.

#### Land Use Map Amendment.

The applicant has requested to change the land use map for the subject property from the Residential Low – Medium Density designation to the Residential Medium Density designation. The Residential Medium Density land use designation is described as follows:

## Residential Medium Density

| LAND USE DESCRIPTION     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                  |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>CHARACTERISTICS</b>   | <ul style="list-style-type: none"> <li>• Preservation of large tracts of open space, rather than open space contained primarily in individual subdivision lots</li> <li>• Variations and mixing of lot sizes, setbacks, and residential development forms</li> <li>• Minimal fronting of homes on major streets</li> <li>• Provision for trails that allow interconnectivity to other existing or proposed trails</li> <li>• Discourage “piecemeal” infrastructure installation</li> <li>• Trees and abundant landscaping, encouraging low water use and native plants</li> </ul> |                                                                                                                                  |
| <b>LAND USE MIX</b>      | Primary <ul style="list-style-type: none"> <li>• Single-family detached homes</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Secondary <ul style="list-style-type: none"> <li>• Parks</li> <li>• Churches</li> <li>• Schools</li> <li>• Open Space</li> </ul> |
| <b>DENSITY</b>           | <ul style="list-style-type: none"> <li>• Density range: 2-4 dwelling units per acre</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                  |
| <b>COMPATIBLE ZONING</b> | <ul style="list-style-type: none"> <li>• Residential Agricultural (RA2)</li> <li>• Single-family Residential (R3)</li> <li>• Single-family Residential (R4)</li> <li>• Master Planned Community (MPC)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                  |
| <b>OTHER CRITERIA</b>    | <ul style="list-style-type: none"> <li>• Preservation of environmental features usually requires a master-planned or cluster development. Increased densities within these areas would be allowed only with compliance to specified performance standards and impact mitigation measures</li> </ul>                                                                                                                                                                                                                                                                               |                                                                                                                                  |

The applicant states in their application responses (Exhibit H) that the proposed land use designation will promote the following goals, objectives, and policies of the General Plan:

*[From Goal EV-3] “Encourage and support the renovation and reuse of underutilized or vacant parcels, buildings, and shopping centers” and [from the Housing and Neighborhood Goals] “seek creative infill development strategies.” The rezoning will allow the development and infill of a vacant parcel to help revitalize the neighborhood and prevent development from pushing ever farther outward, creating long commutes and consuming farmland.*

*[From Goal HN-4] “Support reduction of government and regulatory constraints to enhance housing affordability.” The change will reduce artificial government-imposed barriers on density that make housing more expensive and limit the ability to add housing supply.*

*[From Goal EGM-3] “Review future development impacts on water use and encourage development and design that fosters water conservation.” Allowing lots smaller than an acre will reduce the amount of water consumed on the property, thus*

*accommodating more people with less water.*

*[From Goal LUC-4] "Promote land use patterns that conserve resources such as land, clean air, water, and energy." Allowing more housing on the same amount of land will conserve land resources and reduce water consumption per person and even per acre. Moreover, allowing more people to live in a neighborhood that is proximate to numerous jobs will prevent long commutes, benefiting the valley's air quality.)*

### Zoning Map Amendment.

The applicant is requesting to rezone the property from RA1 to R3. The R3 zone is compatible with the proposed land use map designation of Residential Medium Density. According to DCMC Section 9-8-020, the purpose of the R3 zone is to *"permit medium density residential development without special mitigation requirements. This zone is intended to provide incentives to foster residential development with little impact on its surroundings and on municipal services, and to generally preserve the semirural character called for in the density element of the general plan."*

The primary difference between the RA1 and R3 zone is the reduction of minimum lot sizes from 40,000 ft<sup>2</sup> to 13,000 ft<sup>2</sup>. Additionally, uses such as *Agricultural business, Animal specialties, and Animals and fowl for recreation and family food production* would be prohibited under the R3 zone.

If approved, the Zoning Map Amendment would allow the property owner to submit an application to subdivide the property into four (4) lots.

### Criteria For Approval.

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

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

- 1. A legal description of the land subject to the development agreement.*
- 2. The restrictions or conditions to be attached to the property including development standards and the provision of public facilities.*
- 3. The configuration of the project as shown on a project master plan.*
- 4. A statement of the benefits and value the development agreement will have for the*

*City as a whole, including, but not limited to, assurances of design standards, dedication and improvement of open space, parks, trails, amenities, or infrastructure such as public rights-of-way or utilities.*

- 5. The time frames for performance by the parties.*
- 6. A description of the various City approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement.*
- 7. Provisions for enforcement of the terms and conditions of the development agreement.*
- 8. Provisions for making amendments to the development agreement.*
- 9. The time limitation of the agreement.*
- 10. Such other terms as may be proposed and agreed to between the City and developer or subdivider.*

*D. Limitations:*

- 1. A development agreement under this section may not:*
  - a. Limit the City's authority in the future to:*
    - i. Enact a land use regulation; or*
    - ii. Take any action allowed under Utah Code Annotated Section 10-8-84, as amended;*
  - b. Require the City to change the zoning designation of an area of land within the City in the future; or*
  - c. Contain a term that conflicts with, or is different from, a standard set forth in an existing land use regulation that governs the area subject to the development agreement, unless the city council approves the development agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Annotated Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.*
- 2. The City may not require a development agreement as the only option for developing land within the City.*
- 3. The City may require a development agreement for developing land within the City if the applicant has applied for a legislative or discretionary approval, including an approval relating to:*
  - a. the height of a structure;*
  - b. a parking or setback exception;*
  - c. a density transfer or bonus;*
  - d. a development incentive;*
  - e. a zone change; or*
  - f. an amendment to a prior development agreement.*
- 4. The City may not require a development agreement as a condition for developing land within the City if:*
  - a. the development otherwise complies with applicable statute and City ordinances;*
  - b. the development is an allowed or permitted use; or*



- c. the City's land use regulations otherwise establish all applicable standards for development on the land.
- 5. The City may submit to the County Recorder's office for recording:
  - a. a fully executed agreement; or
  - b. a document related to:
    - i. code enforcement;
    - ii. a special assessment area;
    - iii. a local historic district boundary; or
    - iv. the memorializing of enforcement of an agreed upon restriction, incentive, or covenant.
- 6. Subject to 9-5-200(D)(5), the City may not cause to be recorded against private real property a document that imposes development requirements, development regulations, or development controls on the property.
- 7. To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by:
  - a. Utah Code Annotated 10-9a-530, as amended; and
  - b. Applicable land use regulations of this Title.

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

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

*D. Procedure: Zoning text and map amendments shall be considered and processed as provided in this subsection:*

- 1. A complete application shall be submitted to the office of the zoning administrator in a form established by the administrator along with any fee established by the city's schedule of fees. The application shall include at least the following information:
  - a. The name, address and telephone number of the applicant and the applicant's agent, if any.
  - b. The name and address of every person or company the applicant represents.
  - c. The requested amendment and reasons supporting the request.
  - d. If the proposed amendment requires a change in the zoning map, the application shall include:
    - (1) An accurate property map showing present and proposed zoning classifications;
    - (2) All abutting properties showing present zoning classifications; and

- (3) *An accurate legal description and an approximate common address of the area proposed to be rezoned.*
- e. *If the proposed amendment requires a change in the text of this title, the application shall include chapter and section references and a draft of the proposed text.*
2. *After the application is determined to be complete, the zoning administrator shall prepare a staff report evaluating the application.*
3. *The planning commission shall schedule and hold a public hearing on the application as provided in sections 9-5-040 and 9-5-045 of this chapter. Following the public meeting, the planning commission shall recommend approval, approval with modifications, or denial of the proposed amendment and shall submit its recommendation to the city council for review and decision.*
4. *The city council shall schedule and hold a public hearing on the application as provided in sections 9-5-040 and 9-5-045 of this chapter. Following the public hearing, the city council may approve, approve with modifications, or deny the proposed amendment.*

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

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

## **REVIEWS**

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

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

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

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

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

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

## **STAFF RECOMMENDATION**

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

## **MODEL MOTIONS**

### Development Agreement.

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0126-DA, based on the following findings for approval listed in the Staff Report dated August 27, 2026.

Findings for Approval:

1. The proposed development agreement complies with DCMC Subsections 9-5-200(C) and (D).

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Development Agreement, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0126-DA, based on

the findings for approval of a Development Agreement as listed in the Staff Report dated August 27, 2026 and as modified by additional findings or recommendations as follows:

1. List additional findings for approval...
2. List any specific recommendations...

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for the Development Agreement, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0126-DA, based on the following findings for denial listed in the Staff Report dated August 27, 2026.

Findings for Denial:

1. The proposed development agreement does not comply with all requirements of DCMC Subsections 9-5-200(C) and (D).

Land Use Map Amendment.

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Land Use Map Amendment, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0124-MA, based on the following findings for approval listed in the Staff Report dated August 27, 2026.

Findings for Approval:

1. The land use map amendment is appropriate and complies with the requirements of DCMC Section 9-2-020(F) and Utah State Code 10-20-405.

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Land Use Map Amendment, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0124-MA, based on the findings for approval of a Zoning Map Amendment as listed in the Staff Report dated August 27, 2026 and as modified by additional findings as follows:

1. List additional findings for approval...

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for the Land Use Map Amendment, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0124-MA, based on the following findings for denial listed in the Staff Report dated August 27, 2026.

Findings for Denial:

1. The land use map amendment does not comply with DCMC Section 9-2-020(F) and Utah State Code 10-20-405.



### Zoning Map Amendment.

Sample Motion for Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0125-MA, based on the following findings for approval listed in the Staff Report dated August 27, 2026.

#### Findings for Approval:

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

Sample Motion for Modified Positive Recommendation – I move that we forward a positive recommendation to the City Council for the Zoning Map Amendment, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0125-MA, based on the findings for approval of a Zoning Map Amendment as listed in the Staff Report dated August 27, 2026 and as modified by additional findings as follows:

1. List additional findings for approval...

Sample Motion for Negative Recommendation – I move that we forward a negative recommendation to the City Council for the Zoning Map Amendment, as requested by Ari Bruening, representing Sai Suresh Danduboyina, Application No. 2026-0125-MA, based on the following findings for denial listed in the Staff Report dated August 27, 2026.

#### Findings for Denial:

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

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



## DEVELOPMENT REVIEW COMMITTEE ACKNOWLEDGEMENT

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

**Brien Maxfield**

Digitally signed by Brien Maxfield  
DN: C=US, E=brien.maxfield@draperutah.gov,  
O=Draper, OU=Public Works - Engineering,  
CN=Brien Maxfield  
Date: 2026.09.01 13:54:24-06'00'

Draper City Public Works Department

**Todd Draper**

Digitally signed by Todd Draper  
DN: C=US,  
E=todd.draper@draperutah.gov,  
O=Draper City Community  
Development Department,  
OU=Planning and Zoning,  
CN=Todd Draper  
Date: 2026.09.01 11:56:07-06'00'

Draper City Planning Division

**Don Buckley**

Digitally signed by Don Buckley  
DN: C=US, E=don.buckley@draper.ut.us,  
O=Draper City Fire Department, OU=Fire  
Marshal, CN=Don Buckley  
Date: 2026.08.31 15:56:37-06'00'

Draper City Fire Department

Draper City Legal Counsel

**Matthew Symes**

Digitally signed by Matthew Symes  
DN: C=US,  
E=matt.symes@draperutah.gov,  
O=Draper City Corp., CN=Matthew Symes  
Date: 2026.08.31 15:40:44-06'00'

Draper City Building Division

## EXHIBIT A DEPARTMENT REVIEWS

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

### Planning Division Review.

1. No additional comment.

### Engineering and Public Works Divisions Review.

1. No additional comment.

### Building Division Review.

1. No additional comment.

### Fire Division Review.

1. No additional comment.

### Legal Division Review.

1. No additional comment.



**EXHIBIT B**  
**LEGAL DESCRIPTIONS**

A TRACT OF LAND BEING SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 745.08 FEET AND EAST 36.00 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 700 WEST STREET, AND RUNNING THENCE EAST 623.54 TO THE WESTERLY LINE OF BIG WILLOW CREEK PHASE 1B SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2018P, AT PAGE 352 OF PLATS; THENCE SOUTH 06°29'53" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 111.96 FEET; THENCE WEST 610.87 TO THE EASTERLY RIGHT-OF-WAY LINE OF 700 WEST STREET; THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 111.24 TO THE POINT OF BEGINNING.

CONTAINS 68,658 SQUARE FEET OR 1.576 ACRES, MORE OR LESS.

EXHIBIT C  
VICINITY MAP

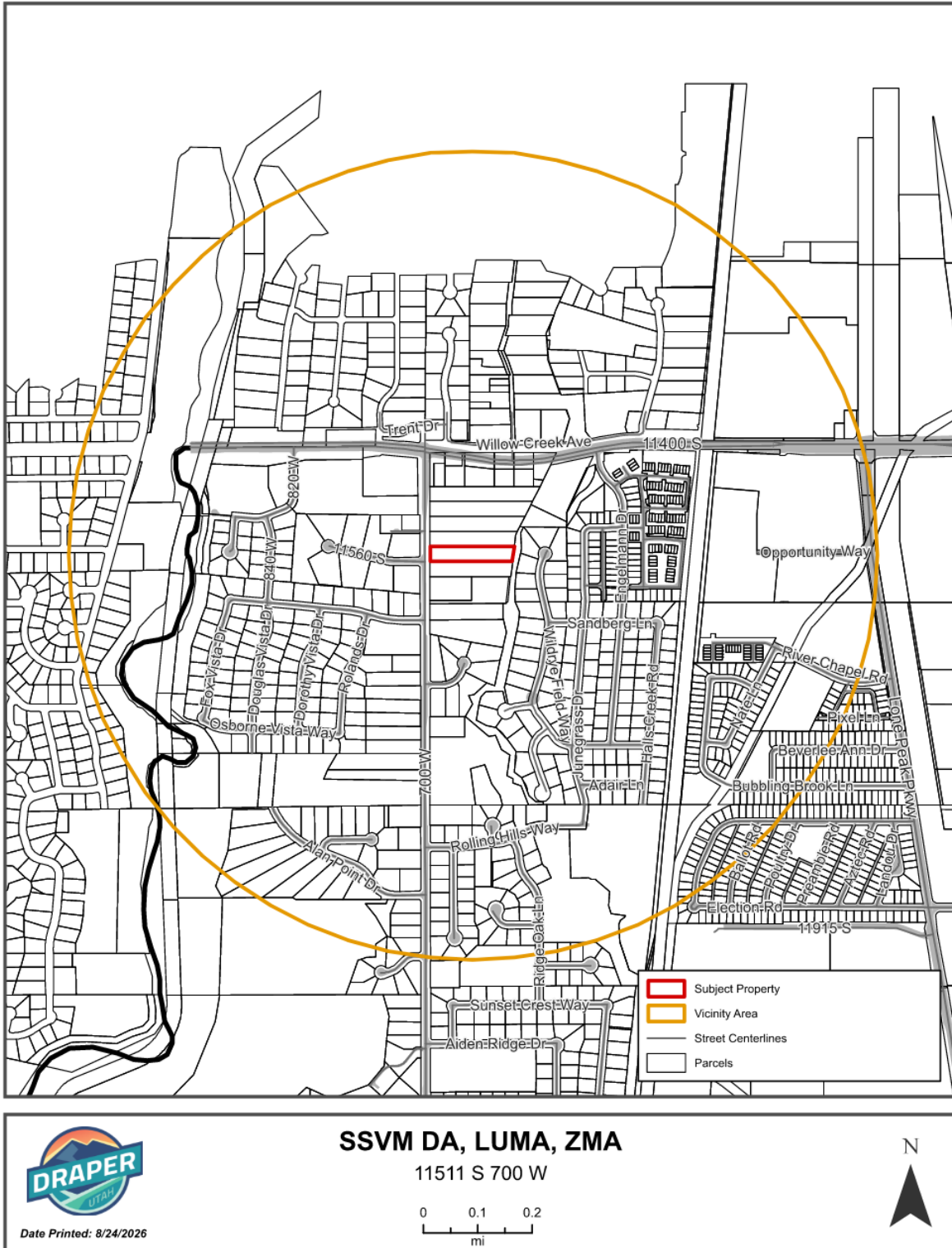


EXHIBIT D  
AERIAL MAP





Date Printed: 8/24/2026

**SSVM DA, LUMA, ZMA**

11511 S 700 W

0 0.03 0.06  
mi

N





# EXHIBIT E LAND USE MAP

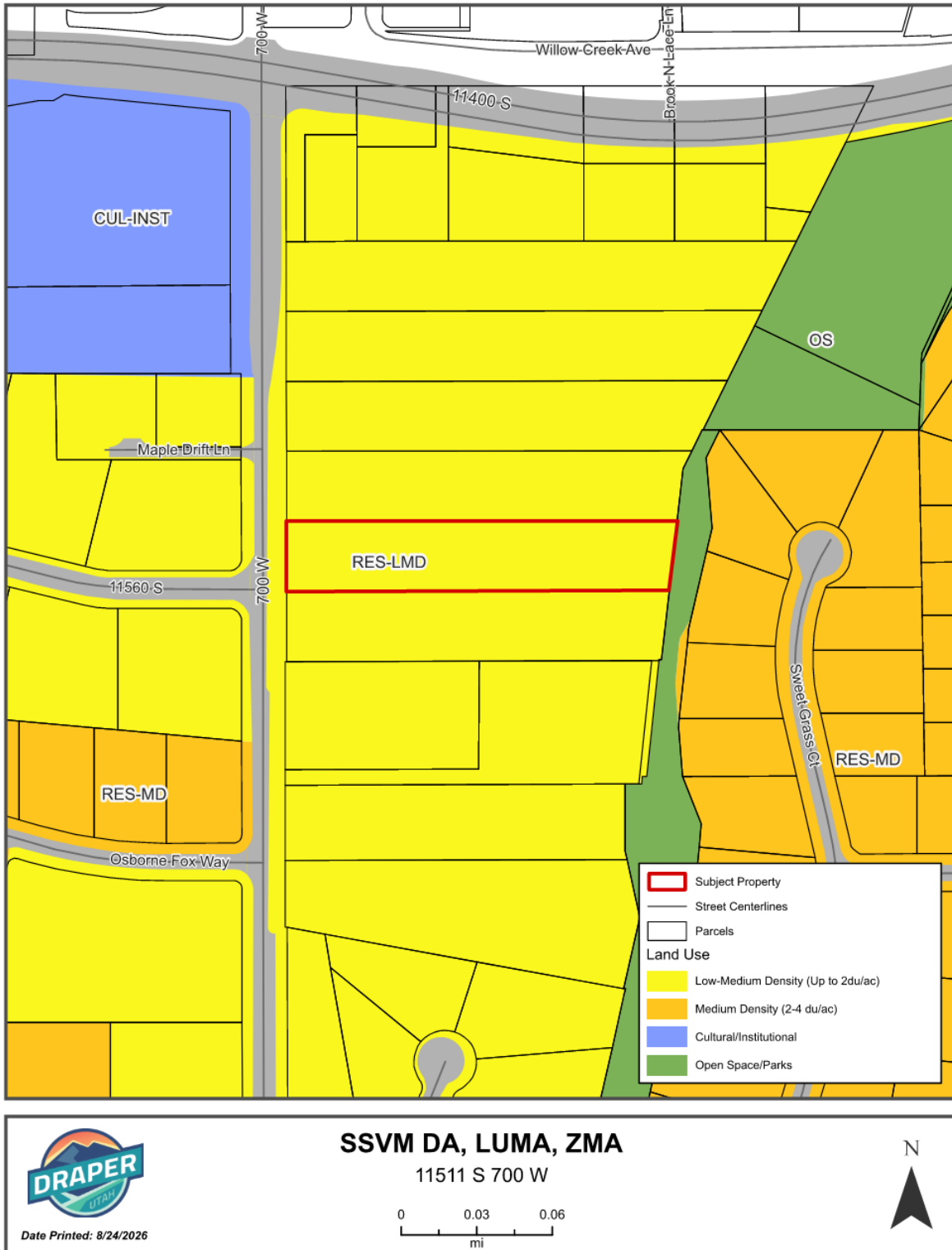
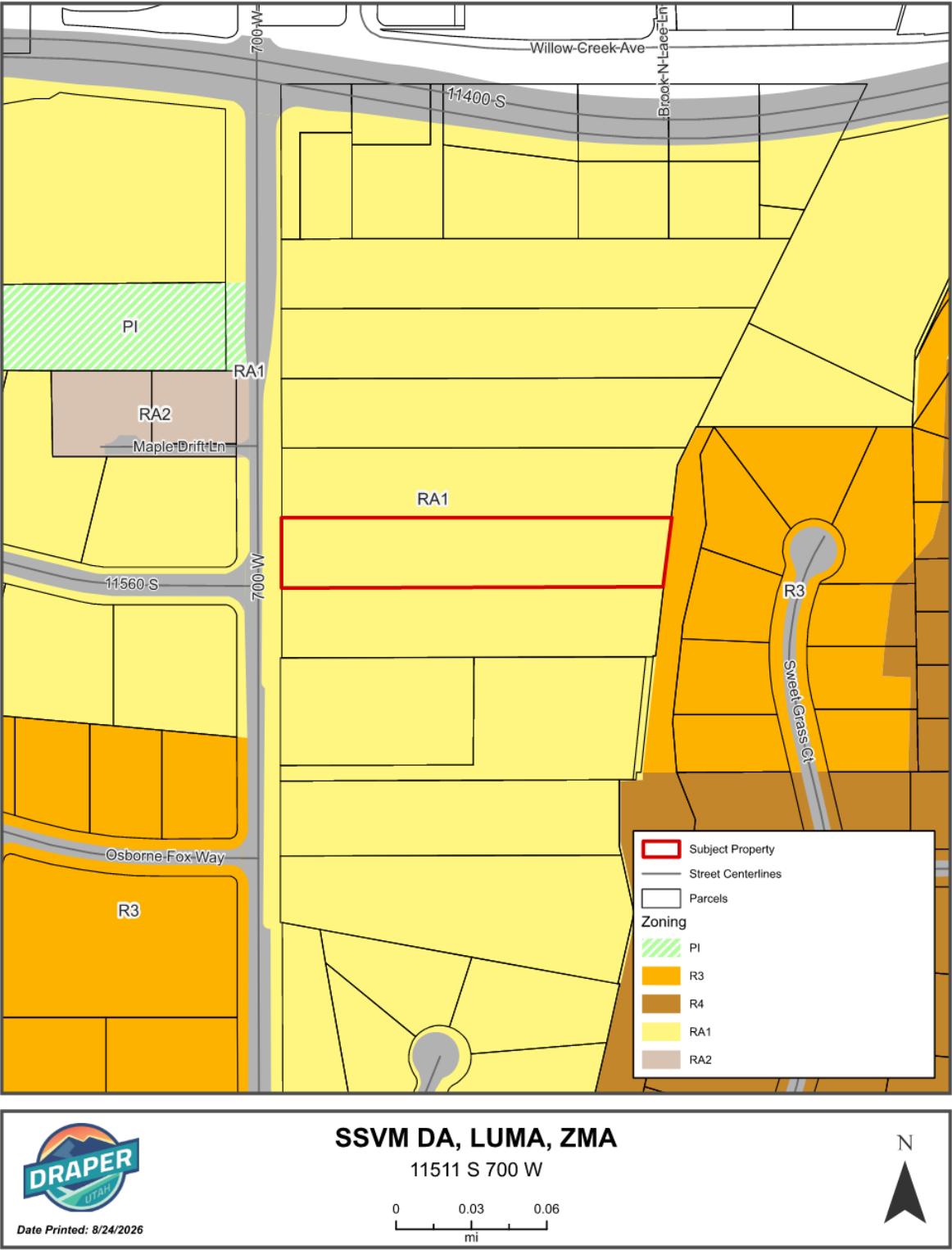




EXHIBIT F  
EXISTING ZONING MAP



**EXHIBIT G**  
**DEVELOPMENT AGREEMENT**

MASTER DEVELOPMENT AGREEMENT  
FOR  
SSVM SUBDIVISION

Month xx, 2026

WHEN RECORDED, RETURN TO:

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

**MASTER DEVELOPMENT AGREEMENT  
FOR  
SSVM SUBDIVISION**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into as of the xx day of month, 2026, by and between Draper City, a Utah municipality and Sai Suresh Daduboyina, an individual.

**RECITALS**

- A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns and is developing the Property.
- C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion that is harmonious with the surrounding neighborhood.
- D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property, adding to a constrained housing supply, and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights



and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

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

G. On **month xx**, 2026, the City zoned the Property R3.

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

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

## TERMS

### 1. Incorporation of Recitals and Exhibits/ Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2.14. **Maintenance Agreement** means a Declaration of Covenants, Conditions, Easements, and Maintenance Agreement governing the ownership, operation, maintenance, repair, replacement, and cost-sharing of the private roadway and all shared water infrastructure serving the Project.

1.2.15. **Master Developer** means Sai Suresh Danduboyina, and his assignees or transferees as permitted by this MDA.

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

1.2.17. **Maximum Residential Units** means the development on the Property of four (4) Residential Dwelling Units.

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

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

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

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

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

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

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

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

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

1.2.27. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a detached single-family residence.

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

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

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



1.2.31. **Zoning** means the application of the R3 zone to the Property by the City on month xx, 2026.

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

## 2. Development of the Project.

2.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan and this MDA. Adjustments to the Master Plan may be approved administratively by the zoning administrator if such changes do not increase the number of lots or materially change the layout of the Master Plan.

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

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

able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

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

**2.5. Development Timing.** Master Developer shall not be permitted to obtain building permits for more than one total Residential Dwelling Unit on the Property prior to January 1, 2029, for more than two total Residential Dwelling Units prior to January 1, 2032, for more than three total Residential Dwelling Units prior to January 1, 2035, and for more than four total Residential Dwelling Units prior to January 1, 2038.

**2.6. Notice of Large Animals.** Each Final Plat shall include the following notice, prominently placed, and each deed for a lot within the Property shall include the same notice: "This property is located proximate to other properties that may house large animals such as horses, mules, alpacas, or sheep. As a result, occupants may experience dust, flies, smells, and animal noises. Purchasers hereby waive any right to assert a nuisance due to ordinary impacts from nearby large animals."

**2.7. Private Roadway.** The lots within the Project are anticipated to be accessed by a private roadway. The drivable surface of the private roadway shall be a minimum of twenty-six feet (26') in width. The private roadway shall also contain gutters, but, to the extent the gutters are engineered to be drivable and to support the weight of an

emergency vehicle, no additional right of way shall be required beyond the twenty-six feet (26') of drivable surface.

### 3. **Vested Rights.**

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

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

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

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

3.2.3. **Codes.** Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or

statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

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

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

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



4. **Term of Agreement.** The effective date of this MDA shall be month xx, 2026. This MDA shall expire December 31, 2040. If Master Developer has not been declared to be currently in Default as of December 31, 2040 (and if any such Default is not being cured) then this MDA shall be automatically extended until December 31, 2045. This MDA shall also terminate automatically at Buildout.

5. **Processing of Development Applications.**

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

calendar days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

**5.2. Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

**5.3. Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole

discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

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

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

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

**5.7. Mediation of Development Application Denials.**

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

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a

disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the ordinance that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

#### **5.8. Arbitration of Development Application Objections.**

5.8.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator within fifteen (15) calendar days, each Party shall appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall, within fifteen (15) calendar days, review the positions of the parties regarding the

arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

**5.9. Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws.

**6. Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time choose to submit a Development Application for



all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

## **7. Public Infrastructure.**

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

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

## **8. Upsizing/Reimbursements to Master Developer.**

**8.1. "Upsizing".** The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An

acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

**9. Private Water System and Roadway Maintenance.** The owners of the lots shall be responsible for maintaining the private roadway and the private water system. All water infrastructure beyond the city water meter, including pipes and connections on private property, is the responsibility of the lot owners. The City is responsible only for infrastructure within the public right-of-way up to and including the water meter. Any issues beyond the meter, such as leaks or contamination, shall fall under the owners' responsibility.

**9.1. Shared Maintenance Agreement Required.** As a condition of the approval of any Subdivision, Master Developer shall prepare, execute, and record, at Developer's sole cost, the Maintenance Agreement. The Maintenance Agreement shall:

9.1.1. Be recorded in the real property records of Salt Lake County and run with the land, binding all present and future owners of lots within the Subdivision.

9.1.2. Establish reciprocal easements necessary for access, operation, inspection, maintenance, repair, replacement, and use of the private roadway and shared private water infrastructure.

- 9.1.3. Allocate responsibility among the lot owners for the maintenance, repair, replacement, operation, and associated costs of the private roadway and shared private water infrastructure in a fair and equitable manner.
- 9.1.4. Prohibit any lot owner from interfering with or impairing the use of the shared roadway or private water infrastructure by the other benefited lot owners.
- 9.1.5. Provide that the maintenance obligations and payment responsibilities created by the Maintenance Agreement constitute covenants running with the land and are enforceable by each lot owner.
- 9.2. **Maintenance.** Maintenance of the shared private water infrastructure by the lot owners shall comply with water quality regulations, schedule and complete regular inspections, and promptly address any identified issues to prevent risks to public health and safety.
- 9.3. **Third-Party Services.** The lot owners may hire licensed third-party contractors for specialized maintenance and repairs as needed. The lot owners will oversee these contracts and ensure contractors comply with all relevant water safety standards.
- 9.4. **City Oversight and Intervention.** The City reserves the right to intervene if the lot owners fail to maintain the water system in a manner that ensures

the health and safety of the public. If the City determines that the water infrastructure poses a risk to public health, it may step in to correct deficiencies at the lot owners' expense. Master Developer grants to the City an express right of entry to correct such deficiencies that are contemplated by this section. Additionally, the City has the authority to conduct routine flushing, water quality sampling, and other necessary testing to ensure compliance with health standards without any cost to the City for water used. However, the City is not responsible for any infrastructure failures, damages, or disruptions resulting from these activities or from issues within the private water system.

**10. Default.**

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

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

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

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

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

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

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

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

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

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

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

10.5. **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting



before the City Council and address the City Council regarding the claimed Default.

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

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

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

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

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

following address:

**To the Master Developer:**

Sai Suresh Danduboyina  
2185 W. Amber Blossom Way  
South Jordan, UT 84095

**With a Copy to:**

Ari Bruening  
Parr Brown Gee & Loveless  
101 S. 200 East, suite 700  
Salt Lake City, UT 84111  
abruening@parrbrown.com  
801-532-7840

**To the City:**

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

**With a Copy to:**

Draper City  
Attn: City Attorney  
Traci Gundersen  
1020 East Pioneer Road  
Draper, UT 84020  
traci.gundersen@draperutah.gov  
(801) 576-6500

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

11.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier

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

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

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

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

13. No Third-Party Rights/No Joint Venture. This MDA does not create a joint venture, partnership or agency relationship between the City and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no

interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

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

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

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

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

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

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

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



follow such processes.

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

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

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

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

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile

government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

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

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

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

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

24. **Mutual Drafting.** Each Party warrants that they have had the opportunity to be

represented by competent legal counsel and have participated in negotiating and drafting this MDA; therefore, no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

25. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. \_\_\_ adopted by the City on month xx, 2026.

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

MASTER DEVELOPER  
Sai Suresh Daduboyina

CITY  
Draper City

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_,

Its: City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Recorder

## CITY ACKNOWLEDGMENT

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

## MASTER DEVELOPER ACKNOWLEDGMENT

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

On the xx day of month, 2026, personally appeared before me Sai Suresh Daduboyina.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

## TABLE OF EXHIBITS

|             |                               |
|-------------|-------------------------------|
| Exhibit "A" | Legal Description of Property |
| Exhibit "B" | Master Plan                   |
| Exhibit "C" | City's Vested Laws            |



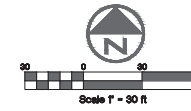
Exhibit "A"  
Legal Description of Property

A TRACT OF LAND BEING SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

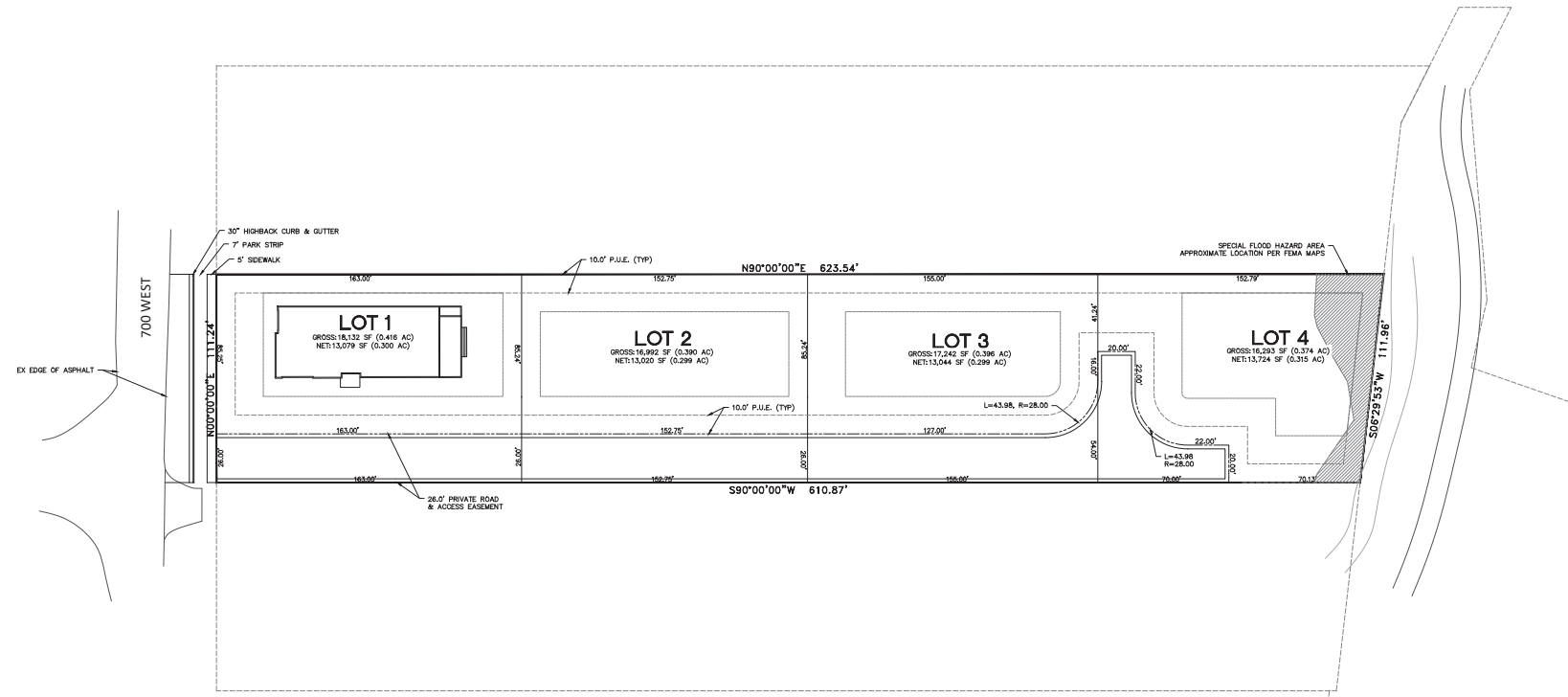
BEGINNING AT A POINT WHICH IS SOUTH 745.08 FEET AND EAST 36.00 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 24, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 700 WEST STREET, AND RUNNING THENCE EAST 623.54 TO THE WESTERLY LINE OF BIG WILLOW CREEK PHASE 1B SUBDIVISION, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2018P, AT PAGE 352 OF PLATS; THENCE SOUTH 06°29'53" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 111.96 FEET; THENCE WEST 610.87 TO THE EASTERLY RIGHT-OF-WAY LINE OF 700 WEST STREET; THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 111.24 TO THE POINT OF BEGINNING.

CONTAINS 68,658 SQUARE FEET OR 1.576 ACRES, MORE OR LESS.

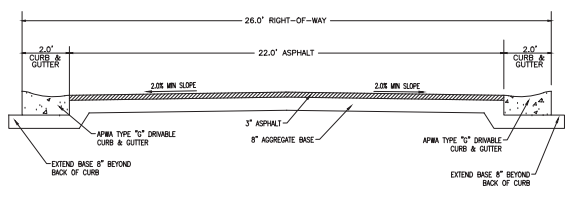
Exhibit "B"  
Master Plan



- DRAWING NOTES:
1. LOTS 3 AND 4 WILL REQUIRE PRESSURIZED SEWER LATERALS
  2. 10' MINIMUM HORIZONTAL SPACING IS REQUIRED BETWEEN ALL SEWER AND WATER LINES.



26' PRIVATE ROAD CROSS SECTION



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|     |          |      |
| NO. | REVISION | DATE |

PROJECT INFORMATION

11511 SOUTH 700 WEST

SUBDIVISION CONCEPT PLAN

DRAPER, UTAH

|                  |         |                    |
|------------------|---------|--------------------|
| DRAWN<br>BDA     | CHECKED | PROJECT #<br>25116 |
|                  |         | DATE<br>8/25/26    |
|                  |         | SCALE<br>1" = 30'  |
|                  |         | SHEET<br>CONCEPT   |
| ENGINEER'S STAMP |         |                    |

C:\DATA\2016 Sub Divisions\11511 South 700 West\11511 South 700 West.dwg  
PLOT DATE: Aug 25, 2026

Exhibit "C"  
City's Vested Laws

EXHIBIT H  
APPLICANT QUESTIONNAIRE



## **Rationale for General Plan and Zoning Map Amendments At 11511 S. 700 West, Draper, Utah**

For the property at 11511 S. 700 West, Sai Suresh Danduboyina requests general plan land use and zoning map amendments from the current “Low-Medium Density” land use designation to “Medium Density” and from the current “RA-1” zoning designation to “R-3.” This change is in harmony with the character of nearby development, will benefit the City and its residents in multiple ways, can be served without need for significant new infrastructure, and furthers the goals, objectives, and policies of the general plan.

### **The Change is Harmonious with the Overall Character of Existing Development**

More than three-quarters of the properties within 1,760 feet, or 1/3 mile, of the subject property are currently zoned R-3 or R-4, with only around 20% zoned RA-1 or RA-2. As a result, the proposed zoning is very much in keeping with the neighborhood. Homes built on the property will be attractive, upscale single-family dwellings similar to those throughout the area, and likely only the front home will be easily visible from the street.

The applicant has agreed to enter into a development agreement that will require the applicant to delay the construction of homes beyond the first house for several years to create a more gradual transition. In addition, the applicant has proposed including in the development agreement a requirement to place a notice on the subdivision plat and on the deed regarding the potential presence of large animals and the associated impacts, such as dust, odor, and flies.

### **The Change Will Allow the Parcel to Become Conforming**

Currently, the property appears to be nonconforming because the zoning code limits the ratio of length to width within the RA-1 Zone. Changing the applicable zoning will allow the property to become conforming.

### **The Change Will Have Positive Fiscal Impacts for the City**

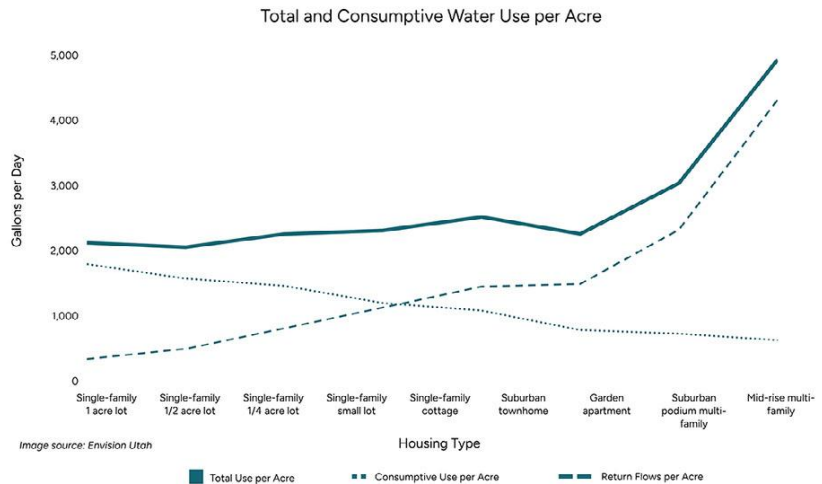
Subdividing the parcel and allowing multiple homes to be constructed will increase the overall property tax the City receives from the property. At the same time, no new City-maintained roads or pipes will be required, resulting in a very positive fiscal outcome for taxpayers.

### **The Change Will Increase Housing Supply**

Utah is experiencing a significant housing shortage that is driving up the cost of housing (see <https://www.ksl.com/article/brandview/utahs-housing-shortage-pushing-families-out-heres-what-can-be-done/51390712>). While a few more homes constructed over a period of years will not on their own solve the housing shortage, every incremental change matters if Utahns want future generations to be able to afford to own a home.

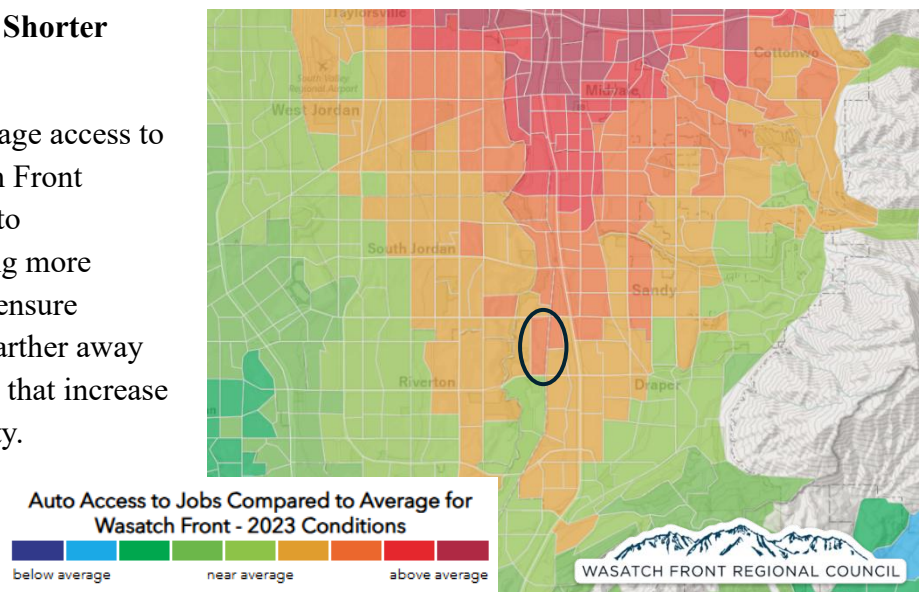
## The Change Will Reduce Water Consumption

Water consumption is a significant challenge in the Great Salt Lake watershed. Most outdoor irrigation of landscaping does not return to the system, while most indoor water does. Thus, research shows that lower density development, on average, consumes significantly more water than higher density development because the water used in higher density development is primarily used indoors.



## The Change Will Maintain Shorter Commutes

This location has above-average access to jobs, as indicated by Wasatch Front Regional Council’s “Access to Opportunities” map. Allowing more housing in this location will ensure residents don’t have to live farther away and endure longer commutes that increase traffic and decrease air quality.



## The Change Will Allow Development to Take Advantage of Existing Facilities

The change can be accommodated without the need for significant upgrades to roadways, pipes, or other infrastructure. Any minor upgrades that are needed will be funded by the landowner through the standard development process. Moreover, as discussed above, the change will increase tax revenue without adding new roadway or pipe lengths that the City will need to maintain.

### **The Change Will Allow More Efficient Planning**

The applicant has already applied for and obtained a building permit for the first house on the lot. Having certainty about the number of houses that are permissible will allow the construction to appropriately account for future utility, private roadway, and other needs, which will prevent the need for future changes. This will provide for greater efficiency in planning and construction and minimize repeated construction impacts for the neighborhood.

### **The Change Is Consistent with the Goals, Objectives, and Policies of the General Plan**

The proposed change will promote the following goals, objectives, and policies of the General Plan:

- “Encourage and support the renovation and reuse of underutilized or vacant parcels, buildings, and shopping centers” and “seek creative infill development strategies.” The rezoning will allow the development and infill of a vacant parcel to help revitalize the neighborhood and prevent development from pushing ever farther outward, creating long commutes and consuming farmland.
- “Support reduction of government and regulatory constraints to enhance housing affordability.” The change will reduce artificial government-imposed barriers on density that make housing more expensive and limit the ability to add housing supply.
- “Review future development impacts on water use and encourage development and design that fosters water conservation.” Allowing lots smaller than an acre will reduce the amount of water consumed on the property, thus accommodating more people with less water.
- “Promote land use patterns that conserve resources such as land, clean air, water, and energy.” Allowing more housing on the same amount of land will conserve land resources and reduce water consumption per person and even per acre. Moreover, allowing more people to live in a neighborhood that is proximate to numerous jobs will prevent long commutes, benefiting the valley’s air quality.