**ELECTRONIC MEETING AGENDA**
**CITY OF SOUTH JORDAN**
**PLANNING COMMISION MEETING**
**7:00 P.M.**
**March 24, 2020**

NOTICE IS HEREBY GIVEN THAT THE SOUTH JORDAN CITY PLANNING COMMISSION WILL HOLD ITS MEETING **ELECTRONICALLY, VIA ZOOM PHONE AND VIDEO CONFERENCING,** ON TUESDAY, MARCH 24, 2020. PERSONS WITH DISABILITIES WHO MAY NEED ASSISTANCE SHOULD CONTACT THE PLANNING STAFF AT (801) 254-3742, AT LEAST 24 HOURS PRIOR TO THIS MEETING.

*In accordance with Governor Herbert's Utah Executive Order 2020-1, declaring a state of emergency in response to COVID-19, and pursuant to Utah Executive Order 2020-05, modifying the Open Meetings Act requirements allowing electronic meetings without an anchor location and authorizing resolution or ordinance, the City of South Jordan will be holding City Council, Planning Commission, and meetings of other South Jordan Committees and Boards electronically, until further notice is given. Utah Executive Order 2020-5 allows a public body to hold an electronic meeting, to "provide a means by which interested persons and the public may remotely hear or observe, live, by audio or video transmission the open portions of the meeting", and "comments from the public will be accepted during the electronic meeting".*

*Attendees will be allowed to join via phone or video, using Zoom phone and video conferencing. Note, public comment will be accessed through video conferencing, and a participant must have their video on and working to speak. Those who join via phone may listen, but not comment. Ability to connect and comment is dependent on an individual's internet connection, not the City. If you want to ensure your comments are taken, please have them submitted in writing to the City Planner Greg Schindler at GSchindler@sjc.utah.gov, by 5:00 p.m. on March 24, 2020.*

*Instructions on how to join the meeting electronically are below.*

**How to use Zoom General Instructions**

- Join on any device, with mobile and desktop availability.
- Go to: www.zoom.us
- Click on "join a meeting", in the top right hand corner of the webpage.
- Enter the Meeting ID and click "Join".
- A download should start automatically in a few seconds. If not, click "download here".
- Open download and meeting should start at 7:00 pm.

**Join South Jordan Planning Commission March 24, 2020 Zoom Meeting**

- https://zoom.us/j/219117840
- **Meeting ID: 219 117 840**
- One tap mobile
- +13462487799,,219117840# US
- +16699009128,,219117840# US
- Dial by your location
- +1 346 248 7799 US
- +1 669 900 9128 US
- +1 253 215 8782 US
- +1 301 715 8592 US
- +1 312 626 6799 US
- +1 646 558 8656 US
- Find your local number: https://zoom.us/u/acZ1emt5g

THE ELECTRONIC MEETING WILL BEGIN AT **7:00 P.M.** (time change from 6:30 P.M. to accommodate the change in meeting format) AND THE AGENDA WILL BE AS FOLLOWS:

**REGULAR MEETING**

**I. WELCOME AND ROLL CALL –** *Commission Chair Michele Hollist*

**II. MOTION TO APPROVE AGENDA**

**III. APPROVAL OF THE MINUTES**

**IV. STAFF BUSINESS**

**V. COMMENTS FROM PLANNING COMMISSION MEMBERS**

**VI. SUMMARY ACTION –** *None*

**VII. ACTION**

**A. FÖHN BOUTIQUE AND EVENT CENTER, CONDITIONAL USE PERMIT**
Location: 5500 West 11600 South
File No: PLCUP202000016
Applicant: Jinkee McFadden

**B. EQUESTRIAN PARK IMPROVEMENTS AND REPLACEMENT, CONDITIONAL USE PERMIT AND SITE PLAN**
Location: 11160 South Redwood Rd.
File No: PLCUP201900702
PLSPR201900520
Applicant: Andrea Sorensen, Salt Lake County

**VIII. ADMINISTRATIVE PUBLIC HEARINGS**

**C. DAYBREAK VILLAGE 5 MULTI FAMILY #6 AMENDED SUBDIVISION AMENDMENT**
Location: 10499 & 10501 S. Liv Way
10523 S. Liv Way & 5504 W. Burntside Avenue
File No: PLPLA202000026
Applicant: Daybreak Communities

**D. BINGHAM COURT, PRELIMINARY SUBDIVISION PLAT**
Location: 1414 W. 11400 S.
File No: PLPP201900538
Applicant: Peter Gamvroulas / Ivory Development LLC

**E. PEARL COVE PHASE 3, FIRST AMENDMENT - SUBDIVISION AMENDMENT**
Location: 1962 W. Nicholas Farm Ln.
File No: PLPLA202000073
Applicant: Brian Rindlisbacher

**IX. OTHER BUSINESS** – *None*

**ADJORNMENT**

CERTIFICATE OF POSTING

STATE OF UTAH )
: §
COUNTY OF SALT LAKE )

I, Anna M. West, certify that I am the duly appointed City Recorder of South Jordan City, State of Utah, and that the foregoing Planning Commission Agenda was faxed or emailed to the media at least 24 hours prior to such meeting, specifically the Deseret News, Salt Lake Tribune and the South Valley Journal. The Agenda was also posted at City Hall, on the City's website www.sjc.utah.gov and on the Utah Public Notice Website www.pmn.utah.gov.

Dated this 19th day of March 2020.

Anna M. West

Anna M. West, CMC
South Jordan City Recorder

**CITY OF SOUTH JORDAN**
**PLANNING COMISSION MEETING**
**COUNCIL CHAMBERS**
**March 10, 2020**

Present: Commissioner Trevor Darby, Commissioner Michele Hollist, , Commissioner Nathan Gedge, Commissioner Steve Catmull, Commissioner Mike Peirce, Assistant City Attorney Todd Sheeran, Deputy City Engineer Jeremy Nielson, Planner Damir Drozdek, Deputy Recorder Cindy Valdez

Absent: Commissioner Sean Morrissey

Others:

6:30 P.M.
**REGULAR MEETING**

I. Welcome and Roll Call – *Commission Chair Michele Hollist*

Chair Hollist welcomed everyone and noted that all Commissioners are present with the exception of Commissioner Sean Morrissey, and he was excused from tonight's meeting.

II. Motion to Approve Agenda

**Commissioner Gedge made a motion to approve the March 10, 2020 Planning Commission Agenda. Commissioner Darby seconded the motion. Vote was unanimous in favor; Commissioner Morrissey was absent.**

III. Approval of the Minutes

**Commissioner Gedge made a motion to approve the February 25, 2020 Planning Commission Meeting Minutes with corrections. Commissioner Catmull seconded the motion. Vote was unanimous in favor; Commissioner Morrissey were absent.**

IV. Staff Business - None

V. Comments from Planning Commission Members - None

VI. Citizen Comment

Chair Hollist opened the Public Comment. There was none. She closed the Citizen Comment period.

VII. Administrative Public Hearing

**A. DAYBREAK VILLAGE 7APLAT 3, PRELIMINARY PLAT**
**Location: 5500 West 11600 South**
**File No: PLPP201900612**
**Applicant: Daybreak Communities**

City Planner Greg Schindler reviewed background information on this item from the staff report.

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**Gary Langston, Daybreak Communities** – said I think Planner Schindler did a great job reviewing this project. We are working with a development partner that intends for this to be flex industrial space. That is what you would see in the Pheasant Hall Development, if you were familiar with that. It is front office space with a warehouse behind it for vehicle storage and equipment. We intend to have this be something like that, and so one of the parcels will likely include some storage units. Although, this is not finalized yet. We will work with staff for the next several months and our development partner to submit site plans for the City's approval and review. I am here to answer any questions that you may have for me.

Chair Hollist said could you tell us a little bit about the park lot. Is there some sort of pedestrian trail that goes along Trail Crossing Drive?

Mr. Langston said Trail Crossing Drive is the extension of the road that is on the west side of Smith's property, so we are really connecting Daybreak Parkway to Lake Avenue by that road. We have (2) park lots and the larger one is currently a retention basin that hasn't been platted. The other park lot is on the west side of Trail Crossing Drive between the road and the fence line on Sunstone. We have a couple of Easements along there, a gas line, water line, and sewer line that goes along through there, so that is reserved for Open Space. As we get down to C-106 and C-107 those will be development parcels, although those will be somewhat restricted.

Chair Hollist said how tall are you allowed to build in this area.

Mr. Langston said we don't have any height restrictions, with one exceptions. Several years ago as we were working on plans for the west side of Daybreak around Sunstone, we agreed on this particular boundary that we wouldn't build anything any closer than 40ft of the fence line.

Chair Hollist opened the Public Hearing to comments.

**Preston Calimine, South Jordan** – said where that easement is for the gas and water lines is that going to be a grassy area? It won't be a parking lot or something like that I hope. I heard originally that they were going to put in a bike path all the way around that fence line, so I was wondering if that was going to happen. I also want to know, when they build that road up through Mt. View Corridor where there is an island, is it going to connect so you can go left, and then go west again?

Chair Hollist closed the Public Hearing.

**Gary Langston, Daybreak Communities** – said I will answer the transportation question first. We are not planning to have a left in off the Mountain View Corridor. That intersection going north bound on Trail Crossings will be a right in, and a right out. The reason is you can't have an intersection that close to another full intersection. Regarding the landscaping, we anticipate along there that we will have turf, or the native grasses we have around Sun-Stone. There is not a plan to put a bike path along that, but there will be sidewalks along there that will be used for bikes, and pedestrian access, but it is not a part of our bike network.

Commissioner Gedge motioned to approve File No PLPP201900612 as proposed. Commissioner Peirce seconded the motion. Roll Call Vote was 5-0 unanimous in favor; Commissioner Morrissey was absent from the vote.

**B. FOHN BOUTIQUE AND EVENT CENTER, CONDITIONAL USE PERMIT**
**Location: 1098 West South Jordan Parkway, suites 103 & 104**

UNAPPROVED

**File No: PLCUP202000016**
**Application: Jinkee McFadden**

City Planner Greg Schindler reviewed background information on this item from the staff report. He said there was an error in your staff report, it showed that there would be 208-shared parking spaces on the site, but that is incorrect. When this staff report was written, it was assumed that the third building (Valley West Center) was a part of the shared parking agreement, but they do not. They will have shared access, but not shared parking. City staff still has some concerns with this, so they are recommending that you hold the Public Hearing and let the public speak, but do not approve or deny this tonight. The recommendation is to table this item for two weeks so we can come back with more information.

Commissioner Gedge said if there were any parking enforcement that needed on this lot, would it be done by the HOA, and not the City?

City Planner Schindler said that is correct.

Commissioner Gedge said entrance C is my biggest concern. I have to walk over here because there isn't enough parking. If you look at the map on page 24 of our packet, there are cars parked on both sides of the street. If a car tried to go between the cars, they would need to squeeze through, especially on the weekend. Who would be enforcing this? Especially, because it is a conditional use permit. Are there any conditions we could add to this once we get to that point?

City Planner Schindler said you can't put a condition that requires City Staff to enforce parking on a private parking lot. That is why it is left up to the management of the center to do that.

Commissioner Gedge said I am also concerned about emergency vehicle access. I know the fire station is just across 1055 west, but with the parking and entrances B and C, I am concerned about large vehicles getting through there, so I would like to see if that could be address or mitigated.

Commissioner Catmull said what determines the capacity of the occupancy.

City Planner Schindler said it is the square footage of the building.

**Megan TauFa (Co-owner) –** said I am a co-owner of this business, but my partner Jinkee McFadden submitted the application, she is present, but I will speak on her behalf. Our business is a small Reception Center for small intimate weddings open house style, birthdays, anniversaries, any smaller gathering. We have tables and chairs for 96 people, as well as a small collection of furniture for additional seating. We would be able to accommodate 100 to 110 people. Our venue can be rented all day, or as a morning rental, which would be 9:00 a.m. to 2:00 p.m., or an evening rental that would be 5:00 p.m. to 10:00 p.m. Rental times include setting up, and clean up, so we expect that the actual event would be held between 6:30 and 9:00 p.m. Our reception Center is open for rent Monday through Saturday, but we would be closed on Sundays. We anticipate that most of our business will be Thursday, Friday, and Saturday evenings, with Saturday being the busiest day. As part of our application, we were asked to complete a traffic study. The results of our traffic study were that our traffic was minimal most days, and not significant even on busy days, because our peak times are outside the normal peak hours. As was mentioned, we have heard that the other business are concerned about parking. In front of our building, there are 25 parking spots, and six of those are assigned to us. The adjacent business has 26 parking spots assigned to their specific businesses, and that leaves 89 parking spots that are open and shared. That is with just the two building, not the third building. Most people come to events in groups or couples. Our business in not during the peak hours in the area. In our building and the adjacent building 40% of the

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other businesses are closed on Saturdays, and 63% of these businesses are closed during our peak hours. Because of our specific hours, we do not feel that we would impact their customer's experience.

Chair Hollist opened the Public Hearing to comments.

Cory Anderson, South Jordan – said I am one of the adjacent business owners, and I am the secretary of the HOA. I have received a few letters from the other business owners that could not attend tonight and asked me to read them on their behalf (See Attachment B)

**Kenalee Mead, South Jordan** – said I am the owner of #103 in the 1086 Wes SJ Parkway building. We received notice of the Public Hearing. We have many concerns regarding a potential new tenant in the 1098-west building. The proposed use in an Event & Reception Center. On most days, this parking l is so full that some the retail businesses are losing out on money because there are not parking spaces available. There are people frustrated each day that search for parking spaces and are unable to park because it's already so busy. When 3 Key Elements was house in the center, there were major parking issues. There were not enough parking of the owners here, let alone a full class of 50+. The Event Center would bring even more problems w/parking as their events would be larger which will just compound the current proble we have. We do not have enough parking for this type of venue. I would like the City to take a good look at this situation. We have several restaurants in this area as well as retail, and it will hurt their business. Please do not le Fohn Boutique and Event Center business move in the #103 & #104 space of 1098 West.

**Jason Kidman, South Jordan** – said I do not like this idea if it is during business hours, but I am all for it if their heavy traffic is nights and weekends.

**Loni Larsen, South Jordan** – said I am an owner in the Peaks Centre on South Jordan Parkway. We received notice of a proposed business change her in our center. The business Fohn Boutique and Event Center has requested changes to our site. We are extremely concerned about this proposed business, as our parking lot is already stretched beyond capacity. There are many day when parking is simply not available for customers of the existing businesses. The addition of this type of business in our HOA would simply exacerbate the situation to an unacceptable degree. Additional construction to the north of our area is bringing in many additional businesses and thus more cars through our parking lots. Anymore, would obviously, be needed for an Event Center and it would be a safety hazard in this small HOA Community. I appreciate your attention to this important matter.

**Lauri Robison, South Jordan** – said I am one of the owners of Paradise Staffing, which is located in the The Peaks Centre, the same complex as the proposed Fohn Boutique and Event Center. The Peaks Centre at this point is currently short on parking stalls. Most owners have posted signs in front of their businesses to protect 2-4 spaces (depending on the size of their unit, you are allowed so many stalls), so at least some of their customers will have a place to park when they visit their businesses. Some of the current business owners have elderly customers with injuries and ete. We need to be assured that our customers will have easy access to the business they are visiting. The parking situation has already caused a great deal of contention within this HOA Community. The business that caused the most significant problem is now leaving our center, but the proposed new business wanting to come to our center would create, an even larger problem. We need to make sure all owners are treated fairly in regards to parking and convenience for their customers. Having a business that will bring in 100 to 120 visitors at a time would take most of the spaces we have available period, and it could affect the other businesses directly in a financial aspect. If customers have to drive around for a long period of time just to find a parking space, or worst case scenario park off-site, and then have to walk to the business, we will most likely lose those customers.

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There is absolutely, no room to add a business like this to The Peaks Centre it would have an extremely negative impact on all of the business owners.

Mr. Anderson said those are the letter from the other owners. I would like to say "thank you" for doing the traffic study. I think that is very important. I also want to note, that there are some stalls in front of the businesses that are reserved with "Parking only" signs, and 89-shared stalls have to accommodate all of the other customers. My particular business is open until 8:00 p.m. Monday through Saturday, and so parking is a big problem for us. I think this would impact my business greatly, and I just don't think it is a good fit.

**Mike Orr, South Jordan** – said I own Ultimate Sports, which is a physical therapy, chiropractic care center, and we will be two doors down from this proposed business. We already have a lot of problems with parking, because we have four stalls in the front for all of our patients, and the others have to be used by the shared parking. We have elderly patients with hip replacements, knee replacements, and back fusions, things like that, and they are already forced to walk quite a ways. Our business is open seven days a week, and our main times are Monday through Saturday. We are open on Sunday's but we do training and massage, and those types of things. My concern is I just don't see any extra parking at all. If you were to come over on Monday through Friday, you would be luck to find two or three parking stalls. My patients end up walking 50ft with their walker, because they can't find a parking spot. If this business needed parking in the mornings during the week, I don't even know where they would park.

**Tessa Fem, South Jordan** – said I also own one of the units in the Park Centre. We share the same parking lot and it is always filled up, and it doesn't matter what day it is. On Saturday's our customers have to go around and around looking for parking, or they have to park in the back of the building, and they have told us they don't want to park in the back, because it is just too far. All of us owners park in the back and that leaves the spaces in the front for our customers. I am also concerned about the parking. I don't know where they would park, and I don't want to lose my customers because of another business taking up the parking. We are open 10:00 a.m. to 7:00 p.m. Monday through Saturday. We are closed on Sundays.

Chair Hollist closed the Public Hearing.

Chair Hollist said I saw the traffic study and this isn't going to impact the intersections and the traffic flow, I do agree with that, but I don't know that the study is telling us what the situation looks like at specific time, and it sounds like many businesses are open in the evenings, and Saturdays.

City Planner Schindler said I read the traffic study and it really didn't address the parking. It addressed the traffic and the number of people coming and going.

Commissioner Peirce said we also have the piece of land to the north that we have preliminary plans on, and if I remember right, some of that parking was going to be shared there as well. You may want to take into consideration the impact to the plans on the north.

City Planner Schindler said you are right, and this business will open long before the property to the north will be able to use the shared parking.

Commissioner Catmull said I couldn't find much in the code regarding shared parking, so are there any requirements on overage on the capacity when it comes to a shared parking agreement.

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City Planner Schindler said the code just says it is a shared parking, but there is not limit listed, it is designed so that if you have a shared parking agreement you should be able to park in any stall that is available. The code doesn't say anything about over parking.

Commissioner Catmull said how durable is a shared parking agreement?

City Planner Schindler said it is recorded and signed agreement with a site plan.

Chair Hollist said I have taken my children to the Tia Kwon Do studio on a weeknight, and it is very crowed just like the tenants have described it.

Commissioner Gedge said I represent this district, and I live within walking distance and I don't drive there because you can't get a parking stall.

**Commissioner Gedge motioned to table this item until the March 24, 2020 Planning Commission Meeting Commissioner Catmull seconded the motion. Roll Call Vote was 5-0 unanimous in favor; Commissioner Morrissey was absent from the vote.**

Commission Gedge said for the record, we want to let the residence know that there will not be another Public Hearing at the next Planning Commission Meeting on March 24, 2020.

Chair Hollis said yes that is correct.

**C. PLAZA ON 114TH SUBDIVISION 3RD AMENDMENT**
**Location: 11336 South Beckstead Lane**
**File No: PLPLA202000045**
**Applicant: David Jenkins**

City Planner Greg Schindler reviewed background information on this item from the staff report.

**David Jenkins, (Ensign Engineering)** said I am the authorized agent for the property owners. I have been working on this property for several years, and this is the 3rd amendment to sub-divide lot 103. This portion of the property is going to be purchased by the owner of lot 202, because he is trying to acquire some additional property, that will be developed later as we do a site plan for him. This is pretty straight forward; the utilities are all stubbed to the lot, so there shouldn't be any issues.

Chair Hollist opened the Public Hearing to comments. There was none. She closed the Public Hearing.

Commissioner Catmull motioned to approve File No. PLPLA202000045 to amend lot 103 of the amended subdivision and create two commercial lots, located at 11336 South Beckstead Lane as presented. Commissioner Gedge seconded the motion. Roll Call Vote was 5-0 unanimous in favor; Commissioner Morrissey was absent from the vote.

**D. EQUESTRIAN PARK IMPROVEMENTS AND REPLACEMENT REPLACEMENT, CONDITIONAL USE PERMIT AND SITE PLAN**
**Location: 11160 South Redwood Rd.**
**File No. PLCUP201900702**
**PLSPR201900642**
**Applicant: Andrea Sorensen, Salt Lake County**

UNAPPROVED

Planner Damir Drozdek reviewed background information on this item from the staff report.

**John Burgen, (Project Manager for the County)** – said we have been working with Damir Drozdek and I think this is going to be a good project for the City. This project encompasses about six acres of improvements. It encompasses two large show barns, along with improvements to tax storage, manure storage, and hay storage, which is just lacking at this time. The site also improves dramatically with the storm water storage, and currently there isn't any storm water management, so this will be greatly improved. This will overall be a cleaner and overall better facility.

Chair Hollist opened the Public Hearing to comments.

**Faye McCarley, South Jordan** – said I would like some more information regarding the manure bins, and I would like to know how close the construction is going to be to my fence. There is a frontage road that goes behind our fence, so I would like to know if there are going to be structures put up there.

**Aman Kaur, South Jordan** – said is there going to be a building close to my property line or fence?

Chair Hollist closed the Public Hearing.

Planner Drozdek said there is going to be a landscape buffer on the south boundary and it will be 25ft from the fence.

**Allie Smith, (Applicant)** – said there are barns and they will be under 22ft high. The sheds are smaller than the barns they are based off a residential tuff shed.

Chair Hollist said are any of the bins that have currently been there moving closer to the properties.

Ms. Smith said they are actually moving further away.

Planner Drozdek said they are adding more trees around the south boundary than has been required by City Code to add a buffer for privacy.

Ms. Smith said the new manure bins are larger than the current manure bins, and they are facing the roads so they are accessible for the tractors to get to them.

Mr. Burgen said the attempt with the improvements is so the storage of the manure would be able to be retrieved much easier than it is now, and it will allow it to be accessed more often.

Chair Hollist said is there any recourse to a citizen should they be overwhelmed by the smell.

Planner Drozdek said the use isn't going to change, so I don't think the smell is going to be any more intense than it has been.

Commissioner Peirce said it looks to me from the map that the bin is going to sit even more south it will actually be much closer to those homes.

Planner Schindler said the manure bins would be just on the other side of the road, so they will be about 50 ft. from the property line.

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Planner Drozdek said the other thing to keep in mind is the drainage right now is non-existent, so when it rains or snows it is muddy. I am sure that doesn't help with the smells.

Commissioner Gedge said on the frontage road where they access the bin, is that the main use for the frontage road. It was brought up earlier about the construction trucks coming and going, will they be accessing the frontage road while they are making these improvements.

Mr. Burgen said if you are talking about the perimeter road, it doesn't exist right now. It is just raw ground, but it will be part of the construction to develop it. It will be a hard pack kind of material, because it is dust free.

Chair Hollist said was the size increased to accommodate more horses.

Mr. Burgen said the existing barn has similar use, but the new barn will add addition horses.

Chair Hollist said would there always be more horses on the property.

Mr. Burgen said it would depend on the event how many horses will be on the property at a time.

Chair Hollist said how often would the manure be removed from the site.

Mr. Burgen said I don't know the frequency, but it will be improved because they don't do that right now.

Commissioner Gedge said what is the current F-line capacity in this part of the park, compared to the number of horses at maximum capacity that would be at an event?

Mr. Burgen said the new barn would increase its capacity times two, with what it is currently. The number of horse will vary at each event.

Commissioner Gedge said do you have a plan on manure removal based on events and the number of horse participants.

Mr. Burgen said yes we do.

Commissioner Gedge asked the applicant what is your timeline to have this completed.

Mr. Burgen said we are hoping to be in the construction phase in mid-May, and it is about a 6-month duration.

Commissioner Catmull said do you anticipate more events with the maximum capacity through the year.

Mr. Burgen said it is more of an increase in the rental space for the equestrian folks, so it is not going to be exclusively for the events.

Commissioner Gedge said I think these improvements will mitigate some of the issues and it will be an improvement to the County and the City, so I would be in favor of moving forward and not tabling this item.

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Commissioner Peirce said I think everything they are doing is spectacular, but I am not certain that we know what would be done to mitigate the manure situation, so I share the concerns with the residents. I think these bins will be really close to the properties and could potentially be an issue.

Chair Hollist said am I allowed to re-open the Public Hearing?

Assistant Attorney Sheeran said you could re-open the Public Hearing.

Chair Hollist opened the Public Hearing.

**Fay McCartley, South Jordan** – said I agree that the new barns are going to be great. My only concern is going to be that one manure bin. We are in the process of trying to sell our house, and I don't think that is going to be a good selling point.

**Aman Kaur, South Jordan** – said I have the same concern as Fay and I think the manure bins are going to be too close to the homes. There is my property line and then there is 25ft of land that is not a road right now, so will it be 25 ft. of landscape and then the manure bins?

Planner Drozdek said it would be reversed it will be landscape, and then the road.

Ms. Kaur said I still think the bins are going to be too close. It is all open and we smell the manure, but because they will be piling up the manure in the bins, I think it will smell more. Can they move the bin to the other side, or somewhere else? That is my main concern.

Chair Hollist closed the Public Hearing.

Commissioner Darby said looking at the map and this proposed design, my position is that the vast majority of people are naturally somewhat lazy when they are moving manure, so they are going to move it to the bin closest to them. The two barns are on the north side, and my guess is that people are not going to wheel barrel the manure all the way across the whole field and drop it in the southern bin they will go to the northern bins. The other bins will probably be used for the people that are using the exercise arenas with their horses, which is going to produce a lot less manure. I am assuming that it is going to be a lot better because listening to what was said, I think people are just dumping it wherever they want on that property, because they don't want to walk to the one or two bins that are functioning. I would be inclined to move forward with this item.

Chair Hollist said if we were to table this tonight, I would like to be very clear with staff about what we would like to hear back on in the next two weeks.

Commissioner Gedge said I don't think it is going to hurt to buy a couple of weeks to get some additional information.

Commissioner Catmull said I think I would feel comfortable moving forward if I knew those bins were in good repair, and mostly utilized, and that it would help the smells and improve the quality.

Commissioner Peirce said the applicant didn't seem too concerned to wait two weeks, I think we owe it to the residents to see if there are other options.

UNAPPROVED

**Commissioner Gedge motioned to table the Equestrian Park Conditional Use Permit and Site Plan until the next Planning Commission Meeting on March 25, 2020, so staff can work with the applicant to try and find mitigating plans to move the manure bins to the south property line. Commissioner Peirce seconded the motion. Roll Call Vote was 5-0 unanimous in favor; Commissioner Morrissey was absent from the vote.**

**E. HEARTHSTONE VILLAS, PRELIMINARY SUBDIVISION PLAT**
**Location: 9500 South 3400 West**
**File No: PLPP201900520**
**Applicant: Dave Erickson**

Planner Damir Drozdek reviewed background information on this item from the staff report.

Chair Hollist said I know that our 10 year plan states that for developments we like to have more than one in, and out, and I know that 3400 W is going to be the primary road going in and out, and they will have access to these other side roads, is that correct?

Planner Drozdek said that is correct, they will connect to 3200 W and 9800 S. I know they are doing some improvements to help mitigate the additional traffic.

Commissioner Catmull said on the road alignments for 9450 S. Lady Dove Lane, and 9558 S Star Fire, what is the standard for aligning the road.

Planner Drozdek said usually we want the roads to line up for safety reasons, but in this case, the majority of the residents to the east were afraid that if we were to line them up the future residents of this project would use their roads to go out on 3200 W, and they didn't want them to do that. The idea is that if we off -set the intersections and force the people to go out on 9800 S, rather than 3200 W.

Assistant City Engineer Nielsen said the volumes are expected to be at residential levels on 3400 W.

Chair Hollist said does the retirement area have as many trips daily as a regular residential area would.

Assistant City Engineer Nielsen said it has fewer trips and they are not distributed during the peak hours.

**Dave Erickson (Applicant) –** said I am one of the principals of Leisure Villas and I am excited to be here tonight to answer any questions that you may have. This is Leisure Villas 18th 55 and older community. We have two other communities just north of South Jordan. This is all we do and we have been doing it for 20 years. We are excited to finally bring this project to fruition. We were approved almost a year ago with our zoning, and it was thought by South Jordan to have an expected 63% increase in seniors between 2019 and 2024. The existing situation with this road was a legitimate concern with traffic for whatever went in there. When Salt Lake Community College approached us with a proposal, it made the most sense to us, because we could show based on our experience an exhaustive traffic study by Ryan Hales, that a senior community with a 1.7 per household would generate by far the least amount of additional traffic in any existing situation. This is a good fit and we have also considered the situation at 9800 S, and 3400 W by putting in a High T light at the intersection. It will provide a spot for people to sit while traffic goes through, it will be a safe way for traffic to flow. That will be constructed when school is not is session. The architectural committee is familiar with what we have done and they have asked us to make some refinements to our design, which we have agreed to because this will be our premier community, and we are excited about the potential for this community. This is going to look like a park we have so many trees

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going in here. We are not going to have any 2-story homes in here, but we are offering a bonus room. I think I have covered everything. We have been working with the City for the last year to make sure we met everything in the development agreement, and we are ready to move forward.

Chair Hollist said do all of the units have a 2-car garage.

Mr. Burgen said they all have a two car garages, and room for two more cars in front.

Chair Hollist opened the Public Hearing to comments.

**Brian Sorenson, South Jordan** – said we have had a community group and we have tried to communicate with the developer and Leisure Villas, but first I need to ask where were you guys a year ago? I just listened to the last application, and you tabled it to find out more information. That didn't happen last year with the Commissioners that were on the Commission. This just got shoved through to the City Council. We were disappointed because there were a lot of questions that we wanted to as. When we were told about this density, we were told that it would be 40 acres, well that 40- acres includes this big retention pond. We would like to know what that density is without that retention pond. The developer and the Leisure Villas were not as willing to talk to us until a referendum was filed, and then they were much more willing to communicate. We did get to communicate with them and we asked about a trail, .buffer etc. We had an agreement with the SLCC 25 years ago, but we know that things change. I do not agree with the traffic study, because people that are 55 to 65 years old drive. They drive in the morning and they drive at rush hour. We have a school down the street and we think this amount of traffic will be detrimental. We brought up at the City Council last year that this development goes against your city codes by wanting to put in this high-density development. We are worried about the traffic that this is going to bring to our streets; the streets are already narrow as it is. They have planned to put in a High-T, but what happens if that doesn't work? Where is that money going to go? It is a concern of ours. With the high traffic at Bangerter and where it interchanges, this road is going to be a mess. Our children, and student's that go to the elementary, I think their safety is in danger. A year ago, we received a letter from UDOT saying they would let Leisure Villa or the developer move some of the retention pond as long as it stayed the same size. We proposed another road structure that would flow and would not run into other streets. We met with Jordan School District in my home; they came and talked to our community about what they could do with bus lanes and other things. We were making some headway, but when that referendum went away, they stopped talking, and there was no working together as a community and a development. We talked about a greenspace and a buffer, and there was supposed to be a greenspace. This is a big concern for us. The Community College is going to expand, and they will be coming down this road too, what is South Jordan going to do about that? Who is going to give up property when there is more traffic from college students coming down our road? I am very disappointed that more wasn't talked about as a group and community; this just got shoved through from the previous planning commissioners. Thank you for your time.

**Christine Peterson, West Jordan** – said my home faces to the west and my front door faces this property. I do happen to live in the West Jordan area, but we were neighbors on this project. I have lived in my home 25 years this month. We built our home on an acre of property and planned to live in congruence with the community college, they were part of the community. They sold us out to some state representative and there were some things that happened even before the residents were aware that the property was even going to be developed. If they would have come to the residents and asked us there would have been a discussion. We came and met with the Planning and Zoning Committee, Commissioner Ellis and Commissioner Holbrook pushed putting this through, and it was pushed through. It was in the South Jordan Journal the day we met, and they already had their sales brochures that weren't even approved by the City. We met here on February 26, 2019 of last year and we packed the Council

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Chambers. I challenge you before you make a decision to read the minutes from that meeting, and hear what the 20 residents that spoke had to say that night. You can hear the angst in the Commissioners, they didn't want to approve it, but they had already made a deal with the devil. These Commissioner's tonight had more conversation tonight about manure than the other Commission did on any of this. I am glad that South Jordan does not represent me. Our West Jordan Council Member came to our community meetings, and he helped support us. This Commission sold out my neighbors that live in South Jordan. Tell me who doesn't go to work? Who is going to drive those cars? The family members that shack up with them. A 55 and older community is deed restricted, but you cannot completely restrict it. Thank you for your time tonight, I feel like we are being heard more tonight than we were the last go round.

**Linda O'Connor, West Jordan** – said I too live in West Jordan on 3400. I too was at the Planning Commission Meeting a year ago and voiced my concerns. I still believe the traffic is going to be an issue. The developer said he thinks everybody is going to go to 9800 S and exit that way. I just pulled up on google maps with a pinpoint from the new development and to I-15 north, and where is google maps going to map me right now, through either Starfire or Lady Dove Lane, and on to 3200 W. That is how the majority of these new residents are going to exit. That is how google maps is taking you, and that is how it is going to be. Both Lady Dove Lane and Starfire funnel into the same exit street to get onto 3200 W, and that is the blind corner that Christine was referring to it all funnels into that one blind corner. There is a unit on the corner and if you could partner with West Jordan to allow this street to exit out to the college, there is a stop light on 9000 S that these 146 units could exit out on to and that would alleviate all of the congestion that I am talking about on Lady Dove Lane and Star Fire. What is your square footage density not including the retention pond? I would like that answer from you people. I also want to know if that is congruent with the current density of this neighborhood. My home and several other homes on this street have horse property, and there are horses going up and down the street on 3400 W every single day. This is a horse property community. Vista Farms is two doors down and they board horses, and they are walked and exercised every day on 3400 W. There is a better safer way for us, and for the horses. I wished this commission were here a year ago, you seem much more thoughtful, and concerned about how you are changing the density in the neighborhoods. I would like to thank you for your consideration.

**Doug Hussy, South Jordan** – said I am not sure what is going to happen tonight, because it sounds like most of it has already been decided. The company that did the traffic study was caught stretching the truth, because they didn't account for the ponds or the roads, and the density was way off. It looked like the company was paid to tell them what they wanted to hear. In the morning when the kids are going, to school, if 3400 W is shut down, you can't even get from the buses, and it is the same thing in the afternoon. There was some talk about what to do with the buses, but that would have to go through the school board. While this is being constructed, you are not going to be able to get a construction vehicle down this road at the times that the busses are there. Those are the concerns that I had. Thank you for your time.

**Brian Sorenson, South Jordan** - said at this time last year I had the school district in my home with the community, and at that time, the buses were lined up on 3400 W. The amount of buses that are lined up there are quite high, because they are busing students in from other areas. Originally, we were a walking school, but now they are busing more, and more into that school. The school district has proposed to possibly put in another bus lane, and take out part of their property to the east if needed. This school year they tried to put the buses in the front, and that has caused some other congestion.

**Robert Saul, South Jordan** – said I live just south of the big pond. I do agree with all of the comments that have been expressed tonight about safety. The traffic on 3400 W is starting to get worse, and it will be even more congested when they build the junior college, because they are going to need a place to get

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out. Where Starfire and Lady Dove merge and funnels down is not shown on these maps. There is a 90-degree turn there that is hard for a car to make that corner. A big cement truck might make it if they use both lanes, but a dump truck will never make it down that corner. I think that is something that needs to be taken into consideration. I know that sometimes some of us park on the street, and if that happens half the street is gone. The traffic on 9000 S. and 3400 is already a joke right now. It backs up off Bangerter all the way to 3400 W waiting to get out at rush hour. I know that 9800 S is slated to have one of those over passes, but the construction takes a long time, so that is going to mess up 9800 really good. I would like to know about that overflow pond that UDOT built, it doesn't show on the plat or any of the pictures. There is an overflow that they built into that thing about midway on the north side. It is a depression, so if that thing fills up the idea is that it will let the water out. The overflow goes right into those houses that they are talking about building. If that happens, are you the Commission going to be responsible for that? I want you to be aware that this fully exists. That overflow is there to relieve water that builds up in that very large lake. I have never seen that much water in it so far, but it just needs to happen one time for the people in those homes to get their homes flooded, so I think that needs to be looked into. As you can tell this is a highly emotion issue, and we were completely blindsided when this first started. Last year when we came to the Planning Commission Meeting, it was an ugly meeting in here. There are a lot of people concerned about what is happening here. I don't think that the issues that have been brought up here have been adequately looked into.

**Marie Owens, South Jordan** – said the neighbors that I have talked to are supportive of the 55+ community, but we all have very similar concerns to what you have already heard from the subdivision to the east of this community. The developer has indicated that 3400 W will be widened, but 3400 W is wider until you get to my property and then it narrows down. Everything that has come to my homes seem to indicate that 3400 W is going to be widened to the two-lane road that is from my property to the south. There are no turn lanes, there are barely two lanes, and I can't tell you how many people have not made that turn and rolled up on to my property, because that is a narrow road. As it widens at my property people gain speed, so either that road is blocked for hours due to the school traffic, or due to 9800 S traffic due to rush hour, or they build up speed and can' t make the turn at my house. I think that only widening it to the south will not be sufficient. You asked a question about having two egresses from a community, and it has already been suggested to move one of those four-plex's would allow with just a couple hundred feet to link into a road that the community college already has. The fact that the community college is not interested in traffic going through there, shouldn't mean that a burden should be put on the existing residents that are already there. You have already heard from the other residents that they don't want the traffic to go through Lady Dove and Starfire road. Iron Gate does have an exit to 3200 W, and none of those are direct routes, so when people are trying to leave quickly, or come back quickly they are naturally going to go to 3400 W. It is important to recognize that 3400 is a dead-end road, so the only direction they will come is directly by my house, every single vehicle. If you have driven down that road at all, you have experienced what happens for hours on end every single day. There will be school traffic, or there will be rush hour traffic, and there are two hours during the day that I have to sit at my intersection just to make a left hand turn into my subdivision every single day. I don't know what this High-T proposal is, but there are already turn lanes in the road, and it does not help. The traffic is backed up from Bangerter all the way to 3200 W. Those are the concerns that I have. The question that I have for the developer is what are your plans with the landscaping? I would like to see a landscape buffer along 3400 W, so our community can continue to look the way that it does. The other concern I have is the retention pond is designed for runoff from Bangerter Highway, so that is a UDOT detention basin and I have seen that basin fill up twice in the 20 years that I have lived there. It was designed for the capacity of Bangerter, not for additional storm water from this subdivision. This is a high- density unit and I am not comfortable, nor have I heard if the storm water has been adequately addressed. I argue that UDOT would give them capacity in their storm detention basin. I have never been able to see UDOT share those capacity's with anyone. UDOT does not enter into those types of agreements with developers, so to imply

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that the storm drainage will be part of UDOT when it is already built out for Bangerter Highway, I have seen it fill up twice. The water lines and the secondary water has not been address to if this community will be connected into the secondary water. Our community already struggles with capacity and pressure on that secondary system. I would like to know what the plan is for irrigation water, and the landscaping there. I would also like to know if this neighborhood is going to be built behind a master meter, or whether these communities will be protected from South Jordan's design standards for their drinking water infrastructure, or if this community being such high density is planning to build all of these units behind a master meter. I have asked this question before, but have not received an answer.

**Lynn Beckstead, South Jordan** – said I served on the Planning Commission for 8 years in Salt Lake City, and I forgot how long these nights could go sometimes. I am actually here tonight to speak in favor of this project. I have two sister in laws that have been trying to put a deposit down on one of these units for about a year and half now. This thing just keeps being put off, and put off, so I stop by the City and they told me there would be a meeting here tonight, so I am here. This is a little bit hard for me, because my family is a pioneer family here. We probably owned all of the land that your houses are on, and if we had had the attitude that we didn't want any development, this would like be the nice community that it is. I am anxious to get the Leisure Villa out to South Jordan. I think at some time that ground is going to be developed, and I would hate to see multiple developers come in with different ideas, and different standards. I think South Jordan is very fortunate to get this quality of builder. I have watched them for many years. If you haven't gone through some of their other facilities, you need too, they are very nice communities there is a demand for 55+ communities, and I like the location. My dad is in the Legacy facility just down the street and his rent has gone up four times in the last few years. We need more of these communities in South Jordan. I think the City needs to realize there is a real need for these types of communities. I would really like to see this get started so I can get my family out here and take care of them.

**Chair Hollist motioned to take a 5-minute break, and will resume at 9:11p.m. Commissioner Gedge seconded the motion.**

**Chair Hollist motioned to reconvene the meeting. Commissioner Gedge seconded the motion.**

Chair Hollist said what the overall density, versus gross density is.

Planner Drozdek said I don't mean to sound insensitive, I understand their concerns, but this meeting is to make sure that the project meets the development agreement terms and the City Codes. In the agreement, it says how many units they are going to have, and that is what they are proposing here. That means the density meets the terms and the development agreement.

Mr. Erickson said the overall density is 4.8, and we are entitled to build up to 5. That is 4.8 not counting the detention pond. It is 4.2 counting the detention pond. That by no means is high density.

Chair Hollist said did you commission for the Traffic Study, or was that the City?

Mr. Erickson said from the get go was this project rushed through the process. Our main concern was the traffic, because that property sat there forever, but doing nothing with that property was never an option. This has all been discussed, and approved by City Council. We commissioned an exhaustive traffic study by the best traffic engineer in the state (Ryan Hales) who also happens to do South Jordan's traffic studies. At the end of the day it was determined that our type of community brings in the least amount of traffic and the road structures can handle the additional traffic.

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Chair Hollist said could you give a timeline of when the overpass is going to go in on 9800 S and Bangerter Highway.
Assistant City Engineer Nielsen said it is not funded yet. It is at least a couple of years out.

Chair Hollist said is it possible for UDOT to do anything about the stacking that is happening on 9800 S.

Assistant City Engineer said it is very difficult, because Bangerter is by far the priority for UDOT.

Chair Hollist said could you comment on the traffic study that was done. I assume they follow protocol in the industry.

Assistant City Engineer said Hales Engineering also did our Transportation Master Plan, and we have worked with them several times. We have reviewed their report and it is definantly a more exhaustive report than what we typically do because this is a bigger development. We did agree with their results.

Chair Hollist said is it possible to have an agreement with the Community College to have a road go through.

Mr. Erickson said it was looked at with them, but they are not interested.

Chair Hollist said is there a possibility that 3400 W will ever go through.

Mr. Erickson said I don't know. That is in another City, and it is part of a deal that was cut between SLCC and the neighborhood.

Chair Hollist said your High-T intersection would be built before you being construction units, is that correct?

Mr. Erickson said not necessarily, I don't think that determination has been made.

Assistant Attorney Sheeran said according to the development agreement the High-T intersection needs to be completed with the phase 1 project.

Chair Hollis said would you address the widening on 3400 W, and what will be the standard width be. Does it meet the standards with the area?

Assistant City Engineer Nielsen said yes it meets the standards. We are using the residential width, which is 28ft.of asphalt. On 3400 W it is about 5 or 6ft. wider when you look at the existing road, but when you get to this development it is going to narrow to 55ft. That is because when they built the road previously they thought it would go through to West Jordan, but it is not, so it is built to the residential standard.

Chair Hollist said would they have trees on 3400 west.

Planner Drozdek said yes, they would be every 30ft.

Chair Hollis said there was a question on enforcing the age restriction.

Mr. Erickson said these are deed restricted compliant in all aspects of Federal Law, HOA Law, and Utah State Law. As a developer, you have to have 80 percent of the homes to one resident that is 55 years old,

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or older, we average 90 percent or higher. There are no restriction on number of people that can live in a residence, but our average is 1.9.

Chair Hollis said when it comes to construction traffic will we be able to put some signage on the residential streets that would restrict that traffic.

Assistant City Engineer Nielsen said I think there is some signage that we could put out on 3400 W. that say "No Construction Entrance."

Mr. Erickson said I am going to work with SLCC to bring the construction traffic around through their dirt area if that is functional. I think that might be the solution. I can't guarantee that, but it is worth a try.

Chair Hollist said the blind turn where Lady Dove and Starfire come together has been mentioned several times, is there signage there to indicate a full stop?

Assistant City Engineer Nielsen said I don't recall seeing a stop sign on that corner. I did drive it and I looked at the crash history, but there was none.

Chair Hollis said who is responsible for the overflow of the retention basin. Is it perpetually wet, or is it always holding water.

Mr. Erickson said this is a regional detention facility for UDOT. They are the ones that put this in, and it was intended to catch all of the runoff of Bangerter Highway that spans a large area. During a large storm, this does fill up, but is controlled by the City so it doesn't have surges that will cause other problems. If there were a problem, it would need to be coordinated with them.

Commissioner Gedge said I would like to piggyback on what one of the residents mentioned moving that, but it is a working detention basin so that is not going to be moved, and if it had to be, it would be a UDOT decision. I just want to make sure that is on the record.

Chair Hollis said is this development going to be connected to our secondary water system.

Mr. Erickson said it would not be. I would also like to say that our water will be individually metered, and our HOA will pick up all of the community water, as well as the exterior water, which is also picked up by the HOA.

Commissioner Gedge said the residents had concern about the horse traffic on 3400 West, is horse traffic allowed on 3400 west.

Planner Schindler said I don't know about that, but I don't think the Planning Commission, or the Planning staff have any control of that, I think it would probably be under Public Safety Code. I don't think you can deny a subdivision because horses share the road.

Chair Hollist said this was rezoned a year ago and at that time, the Commission would have had an opportunity to make a recommendation to City Council, but ultimately City Council makes those kinds of decisions. It my understanding that when there is an agreement in place and if it doesn't meet that agreement we are compelled to let something like this go through. Our responsibility at this point is to make sure that it meets the requirements in the master agreement.

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Assistant City Attorney Sheeran said our scope of review is to make sure there are not any violations with the development agreement or City Code. If there are not any violations to the development agreement or City Code, it needs to be approved.

Chair Hollist opened the Public Hearing.

Brian Sorensen said this is not the developers fault, but it is a concern that we have in the future that I think the City needs to address. When the college builds more, they are not going to allow only one egress on 9000 S, and they are going to open up 3400 W. I asked what is going to happen with all of that college traffic. That street needs some width, and who is going to give up the land? That is why we think there needs to be some kind of buffer there.

Commissioner Gedge said as a former West Jordan City Planning Commissioner, I would strongly recommend that you work West Jordan Planning Commission, City Council, and staff. On 9000, S the egress situation would need to be handled by that body, not South Jordan.

Chair Hollist closed the Public Hearing.

Chair Hollis said what we do on our South Jordan side should this materialize.

Assistant City Engineer Nielsen said we would be studying that, we would be looking at what the choking point is, and most likely, it would be an intersection, as well as adding lanes to improve it and reduce the delay. It is really hard to speculate where there is not a plan on the table. We have talked to the Community College and they have assured us they have no plans to connect at this time. They have told us the most it would be was an emergency access with a gate.

Commissioner Catmull said should the community college come in and want to do something, how would the residents be noticed, so they could get ahead of this.

Assistant City Engineer said I am not sure with it being a state college, I don't know what noticing requirements they would have.

Commissioner Gedge motioned to approve the Hearthstone Villas preliminary subdivision plat, File No. PLPP201900520. Commissioner Darby seconded the motion. Roll Call Vote was 5-0 unanimous in favor; Commissioner Morrissey was absent from the vote.

VIII. Legislative Public Hearing – None

IX. Other Business – None

**ADJOURNMENT**

**Commissioner Gedge motioned to adjourn the March 10, 2020 Planning Commission meeting. Commissioner Catmull seconded the motion. Vote was unanimous in favor.**

The March 10, 2020 Planning Commission Meeting adjourned at 9:55 p.m.

Meeting minutes were prepared by Deputy Recorder Cindy Valdez

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# SOUTH JORDAN CITY
# PLANNING COMMISSION REPORT

**Meeting Date: 3/24/2020**

**Issue:** **FÖHN BOUTIQUE AND EVENT CENTER CONDITIONAL USE PERMIT**

**Address:** 1098 West South Jordan Pkwy, Suites 103 & 104
**File No:** PLCUP202000016
**Applicant:** Jinkee McFadden

**Submitted by:** Brad Sanderson, Planner III
Shane Greenwood, Supervising Senior Engineer

**Staff Recommendation (Motion Ready):** I move that the Planning Commission **approve** Conditional Use Permit application, file number PLCUP202000016, for the Föhn Boutique and Event Center business, subject to the following conditions:

1. The business shall follow the proposed Operation and Circulation plans.
2. The business shall provide thirteen additional parking stalls, as approved by the Planning Commission, before the business opens. These additional stalls shall meet all City parking standards, including that they be located within 400 feet of the proposed use and not divided from the use by a public street (*see* City Code § 16.26.030.N).
3. The business shall provide adequate notice to guests and place signs in the parking lot directing its guest where to park for all events.
4. The business shall only operate events, meetings, receptions, and similar gatherings that exceed ten persons after 6:00pm on Thursdays and Fridays, and from 9am to 10pm on Saturdays. All such events shall be limited to 100 guests.

## CONDITIONAL USE REVIEW:

A use is conditional because it may have unique characteristics that detrimentally affect the zone and therefore are not compatible with other uses in the zone, but could be compatible if certain conditions are required that mitigate the detrimental effect.

To impose a condition, the detrimental effect must be identified and be based on substantial evidence, not simply a suspicion or unfounded concern. Any condition must be the least restrictive method to mitigate the detrimental effect. Further, under City Code Section 17.18.050:

A. A conditional use may be commenced and operated only upon:

a. Compliance with all conditions of an applicable conditional use permit;
b. Observance of all requirements of this title relating to maintenance of improvements and conduct of the use or business as approved; and
c. Compliance with all applicable local, state, and federal laws.

B. A conditional use permit may be revoked by the city council at any time due to the permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection I.1 of this section.

C. No conditional use permit shall be revoked until after a public hearing is held before the city council. The permittee shall be notified in writing of such hearing. The notification shall state the grounds for complaint, or reasons for revocation, and the time and location of the hearing. At the hearing, the permittee shall be given an opportunity to be heard and may call witnesses and present evidence on his or her behalf. Upon conclusion of the hearing, the city council shall determine whether or not the permit should be revoked.

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**PROPOSAL:**

The applicant is proposing to locate the Föhn Boutique and Event Center business within suites 103 and 104 of the South Jordan Plaza East development, also known as "The Peaks Centre," located at 1098 West South Jordan Parkway. A portion of the proposed business is considered as a convention/reception center, which may be allowed if the Planning Commission grants a conditional use permit.

Convention/reception uses are required by City Code to provide an operation plan, circulation plan, and traffic study in order to help determine what impacts, if any, the business may have to the surrounding area or City as a whole.

Per the operations plan, the applicant plans to operate the boutique portion of the business during regular business hours on weekdays and conduct the reception/event portion of the business during evenings and weekends. The applicant plans to have only a couple of employees and a few customers most of the time. During some of the larger events, however, there may be as many as 100 people in attendance, though it is anticipated that most guest will arrive as couples, greatly reducing the number of vehicles.

The traffic study conducted by WCEC, a third party traffic engineering firm, takes into account the applicant's operation and circulation plans along with other existing conditions. The traffic study concludes that the traffic volumes generated by the proposed business will be minimal most days, and even on busy days it will not have a significant traffic impact, as busy periods for the reception center are typically outside of the normal peak hours. Furthermore, the nearby intersections and roadway segments are expected to experience little changed regarding safety and operation conditions that result from the proposed business. If the operation and circulation plans are followed properly, there should be only minimal traffic impact onto the adjacent public streets. The study, however, did not examine parking requirements or related impacts to The Peaks Centre.

During the public hearing held 3/10/2020 several business owners attended and voiced their concerns regarding current parking issues within The Peaks Centre. City Staff has since conducted its own parking assessment of the area and has made the following findings:

- The Jordan Plaza East Phase 1 & 4 site plans were originally approve in 2005 and 2006.
- The original site plans showed 124 parking stalls between the two buildings which included 22 tenant spaces comprising approximately 28,600 square feet of floor area.

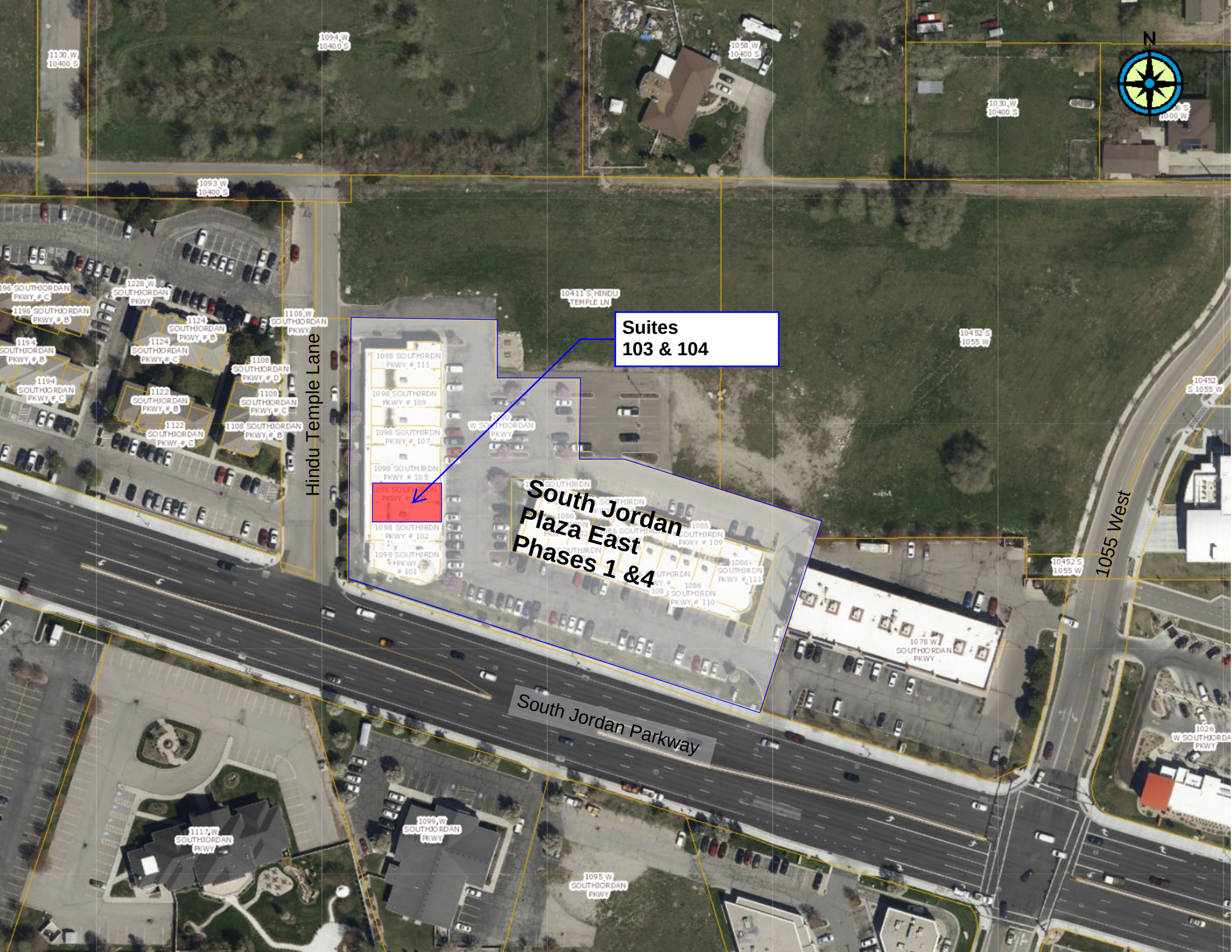
- The original site plan approvals did not account for basements within each building. The basements were later proposed at the building permit review stage, at which time City Staff limited the use of the basement area to storage only.
- In 2012 the property owners were able to secure adjacent property and install 18 additional parking stalls to the north. At that time City Staff recalculated the parking ratio at one stall for every 250 square feet of main floor based on a mixture of office and retail uses, plus 16 additional stalls per building to account for the basement being used as a limited occupancy area. With the addition of 18 stalls, the total number of stalls at that time was 144 (*see* 2012 Parking Analysis).
- The Jordan Plaza East condo association CC&R's allow shared access across the parking lot but not necessarily shared parking.
- Per the City's current 2020 "Uses" and "Parking Ratios," (*see* City Code §§ 16.26.04 and 17.18.060) the required number of parking stalls depends on the use of each business. In most cases the ratio is based on square footage. In some cases, however, the parking ratio can be based on number of chairs (for uses such as beauty salons) or available seating (for uses such as restaurants) (*see* 2020 Parking Analysis).
- To date, there are currently 139 available parking stalls between the two buildings. It appears that some van accessibly handicap parking stalls have since been added to the parking area, thus the slight parking reduction.
- By including the proposed Föhn business as an event center or assembly type use, the Jordan Plaza East shopping center would need 177 parking stalls, which would cause the site area to be 38 parking stalls under parked.
- Because the Föhn business would occasionally operate as an event center, the City's Code requires a 1/100 parking ratio, or 13 more stalls than a typical office or retail business based on a 1/250 parking ratio.
- If a standard office or retail business were to locate within Suits 103 and 104, the shopping center would still be 25 parking stalls under parked.
- Per City Code § 16.26.030.N, parking stalls required for a particular use shall be located within a 400-foot radius of the use, and parking areas may not be divided from the uses they serve by public streets.

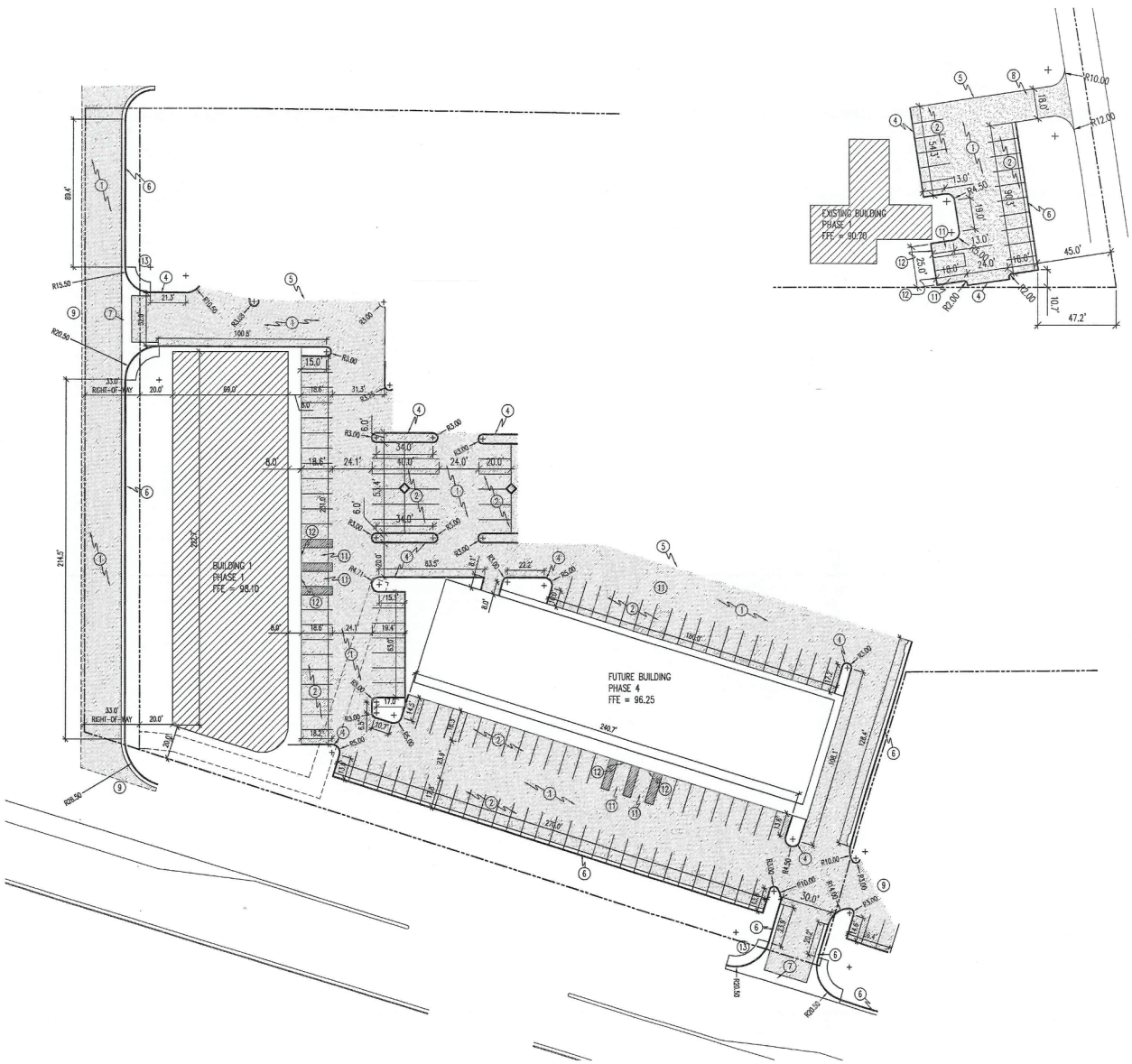
**CONCLUSIONS:**

- If the Föhn business provides 13 additional stalls beyond what is currently available, the event center portion of the business would not create any addition impact to the current parking issues that is greater than the permitted uses that which could occupy the space.
- Additionally, if the event center portion of the proposed business were to operate outside of peak business hours and reduce the number of allowable patrons, it would mitigate the potential detrimental impacts the business may have to the area.

**SUPPORT MATERIALS:**

- Location Map
- 2005 Site Plan
- Operation Plan
- Circulation Plan
- Traffic Study
- City Engineer's Memo
- Land Owner's Letter
- 2012 Parking Analysis
- 2020 Parking Analysis


Suites
103 & 104
South Jordan
Plaza East
Phases 1 &4
Hindu Temple Lane
South Jordan Parkway
1055 West
10411 S HINDU TEMPLE LN
1098 SOUTHJRDN PKWY # 111
1098 SOUTHJRDN PKWY # 109
1098 SOUTHJRDN PKWY # 107
1098 SOUTHJRDN PKWY # 105
1098 SOUTHJRDN PKWY # 102
1098 SOUTHJRDN PKWY # 101
1086 SOUTHJRDN PKWY # 109
1086 SOUTHJRDN PKWY # 111
1086 SOUTHJRDN PKWY # 110
1078 W SOUTHJORDAN PKWY
1108 W SOUTHJORDAN PKWY
1124 SOUTHJORDAN PKWY # B
1124 SOUTHJORDAN PKWY # C
1108 SOUTHJORDAN PKWY # D
1108 SOUTHJORDAN PKWY # C
1122 SOUTHJORDAN PKWY # B
1122 SOUTHJORDAN PKWY # C
1108 SOUTHJORDAN PKWY # B
1228 W SOUTHJORDAN PKWY
1196 SOUTHJORDAN PKWY # C
1196 SOUTHJORDAN PKWY # B
1194 SOUTHJORDAN PKWY # B
1194 SOUTHJORDAN PKWY # C
1117 W SOUTHJORDAN PKWY
1099 W SOUTHJORDAN PKWY
1095 W SOUTHJORDAN PKWY
1026 W SOUTHJORDAN PKWY
1130 W 10400 S
1094 W 10400 S
1058 W 10400 S
1030 W 10400 S
1093 W 10400 S
10452 S 1055 W
N






NORTH

SCALE: 1" = 40'

0 20 40 60 80 120 160 200

GENERAL NOTES:
ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED

SEE ARCHITECT'S SITE PLAN FOR ADDITIONAL INFORMATION

SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING

ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. HEAVY DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'A1', SHEET C5.01.
2. STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'A1', SHEET C5.01.
3. CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'A2', SHEET C5.01.
4. CONCRETE CURB WALL. SEE DETAIL 'A3', SHEET C5.01.
5. TEMPORARY ASPHALT CURB
6. 30" CONCRETE CURB AND GUTTER. SEE DETAIL 'A4', SHEET C5.01.
7. 72" WIDE CONCRETE WATERWAY. SEE DETAIL 'B1', SHEET C5.01.
8. TEMPORARY ENTRANCE
9. SAWCUT EXISTING ASPHALT, ON 1100 WEST CUT 2' ON THE WEST SIDE OF THE CENTER LINE. MATCH NEW PAVEMENT SECTION TO OLD.
10. 4" WIDE SOLID YELLOW PARKING STALL STRIP LINES.
11. PAINTED ADA SYMBOL. SEE DETAIL 'B2', SHEET C5.01.
12. ADA PARKING SIGN. SEE DETAIL 'B3', SHEET C5.01.
13. NEW 24" STOP SIGN (R1-1).

RECEIVED
SEP 21 2005
SOUTH JORDAN CITY
DEVELOPMENT SERVICES

AVOID CUTTING UNDERGROUND UTILITIES. IT'S EASY. Call BEFORE YOU Dig 1-800-662-4111

NOTICE
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

McNEIL ENGINEERING AND LAND SURVEYING
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
6995 SOUTH 900 EAST MIDVALE UTAH 84047
TEL (801) 255-0700 FAX (801) 255-4071
E-MAIL Info@mcneilengineering.com WEB SITE AT: www.mcneilengineering.com

SOUTH JORDAN PLAZA EAST
WALT PARCELL

1100 WEST SOUTH JORDAN PARKWAY
SOUTH JORDAN, UTAH
NORTH 1/2 OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

REVISIONS

| REV. | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

| | |
|---|---|
| PROJECT NO: | 240779 |
| CAD DWG. FILE: | 240779GRD_PH1 |
| DRAWN BY: | TSZ |
| DESIGNED BY: | TSZ |
| FIELD CREW: | SURVEYED |
| CHECKED BY: | CHECKED |
| DATE: | 28 FEB 05 |

SHEET TITLE:
HORIZONTAL CONTROL PLAN

C 1.01
SHEET: 4 OF 10

# Description of Business

Our brand caters to the Do It Yourself (DIY) bride or party planner. Resources such as Pinterest, YouTube, and Etsy enable anyone to find a tutorial and make something themselves. This saves the customer a significant amount of money on their wedding or party. These DIY projects are also shared on social media, giving the individual a sense of accomplishment. Föhn will provide DIY workshops where attendees will learn skills or complete projects that can be used for their wedding or event. Possible workshop topics might include wedding planning 101, floral arranging, making custom signage, making personalized favors, or other popular wedding and craft trends.

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Our flexibility and open vendor policy will appeal to the diverse range of events and receptions in the area whether it is a traditional, cultural, or unorthodox reception or event. Our customer base will consist of couples in their twenties that come from middle class families. We anticipate that many of our customers will be students and their parents.

## Company Ownership/Legal Entity

Föhn is a Limited Liability Company, women and minority owned and operated by Co-Owners, Jinkee McFadden and Megan Taufa

## Employees and Hours of Operation

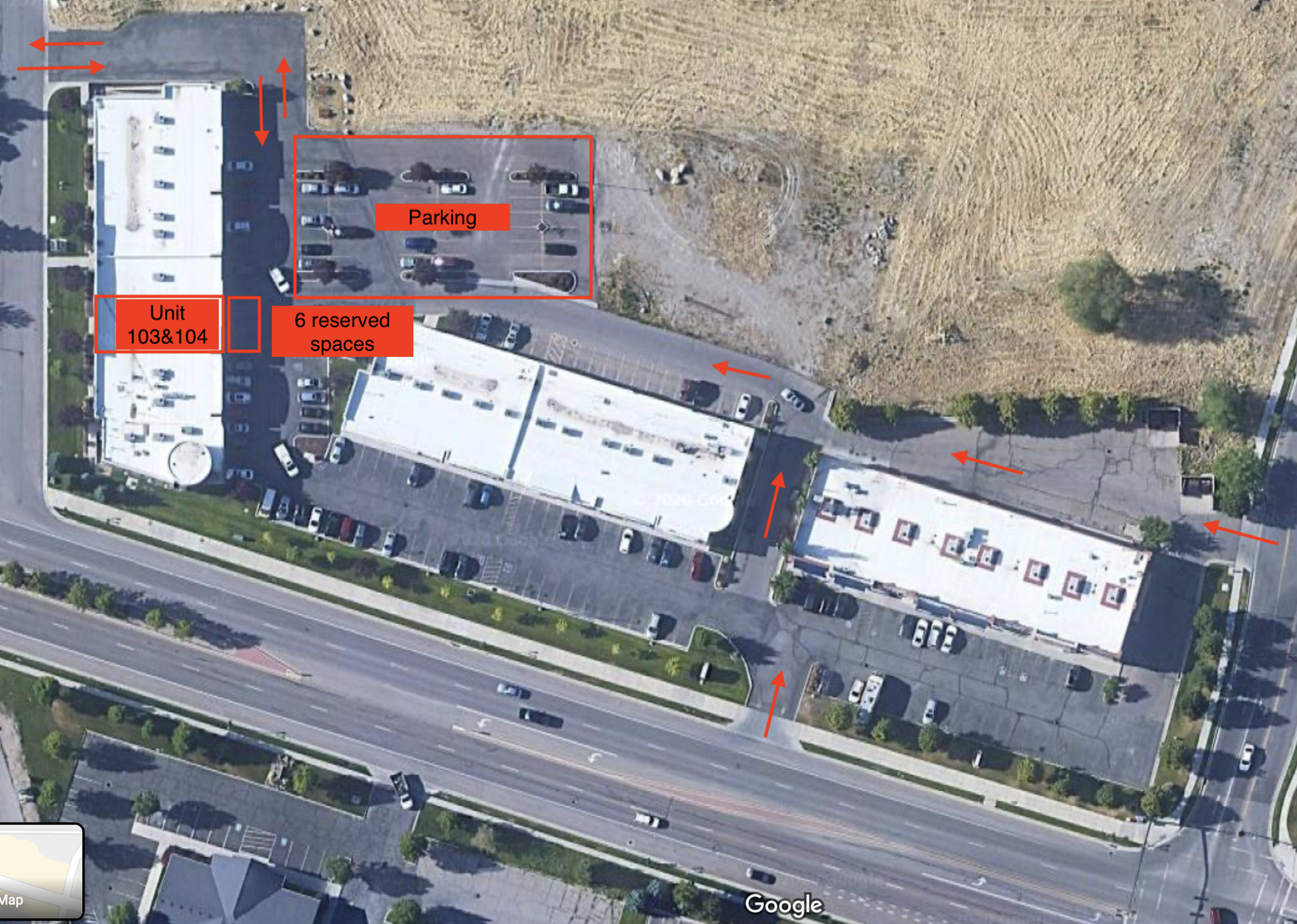
Föhn event venue will have 2 employees Owners Jinkee McFadden and Megan Taufa. Hours of operation will be by appointment only. With most appointments lasting 45min to 1 hour for venue showings probably 2-4 appt. Per week. Most events will take place  Thursday evenings 6-10pm, Friday evening 6-10pm and Saturdays 9am-10pm. We will be closed on Sundays.

## Businesses next to venue

To the south there is Saffron Valley Restaurant and to the north 3 key elements offices and sos technical support.

## Capacity

Seated at tables: 80 persons
Free standing flow through reception: 100 persons (seating for 40 with a maximum of 60 standing or flowing through = 100 persons)
Note: Most guests arrive as couples


Parking
Unit
103&104
6 reserved
spaces
Google

WCEC ENGINEERS

9980 South 300 West Ste. #200
Sandy, UT 84070
Phone: 801-456-3847
Fax: 801-618-4157

# TECHNICAL MEMORANDUM




**DATE:** 2/17/2020

**TO:** Shane Greenwood, PE
South Jordan Assistant City Engineer

**FROM:** Jeremy Searle, P.E., PTOE

**RE:** **Fohn Reception Center Trip Generation Study**

---

## INTRODUCTION

The purpose of this memorandum is to provide an estimate of the number trips that will be generated by the proposed Fohn Reception Center, located at 1098 South Jordan Parkway (SR-151), #103 & #104. The Fohn Reception Center will occupy two units of the existing business development.

## PROPOSED DEVELOPMENT

### *Site Description*

The proposed business will occupy two existing units in the business development and will offer a space for receptions or celebrations. In addition, occasional classes or workshops may be offered.

### *Site Accessibility*

The existing development has three points of access as follows (See Figure 1):

- A full movement access on Hindu Temple Lane (Access A)
    - Hindu Temple Lane intersects with South Jordan Parkway at a right-in right-out only access (Intersection B)
- A right-in right-out only access to South Jordan Parkway (Access C)
- A full movement access on 1055 West (Access D)
    - 1055 West intersects with South Jordan Parkway at a signal (Intersection E)

## TRIP GENERATION, DISTRIBUTION, AND ASSIGNMENT

Typically, the trip generation for a proposed development will be calculated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition. However, this manual does not include a reception center or a

comparable land use. Therefore, the expected trip generation was estimate based on information provided in the business operational plan (included in the appendix) and based on a conversation with one of the owners of the business.

According to the operational plan, the proposed business will not operate on most weekdays or on Sundays. Therefore, there will be no trips generated for the business total trip generation by the business on Mondays – Wednesdays and Sundays. An occasional class, event, or private appointment could be held during the week, although it would be rare. A class would typically consist of 10 – 20 participants.

Most events will be held on Thursday and Friday evenings from 6 – 10 pm and on Saturdays from 9 am – 10 pm. It is important to note that these times are outside of the typical peak hours (7 – 9:00 am and 4 - 6:00 pm).

An event at full capacity could accommodate a total of 80 people seated at tables, or a free-standing flow through reception could accommodate a total of 100 people at a time. Over a two-hour event, a total of 200 people could attend a flow through reception.

A busy Saturday could consist of a morning event or class, and an evening reception. The trip generation estimate provided here assumes a busy Saturday, however, most days will consist of fewer trips.

The following was assumed to calculate a maximum Saturday daily number of trips, as well as am and pm peak hour trips:

- Trips made by guests are assumed to have an average occupancy of 2 people per vehicle.
- A morning brunch event at a maximum capacity of 80 people. This equates to 40 entering and 40 exiting trips.
- Two employees for the morning brunch – 2 entering and 2 exiting trips.
- A caterer for the morning brunch – 1 entering and 1 exiting trip
- To be conservative, it was assumed that 25% of the guests attending brunch arrived early (during the am peak hour)
- Two employees for the evening reception – 2 entering and 2 existing trips.
- An evening flow-through reception at a maximum capacity of 200 total people – 100 entering and 100 exiting trips
- A caterer for the evening reception – 2 entering and 2 existing trips
- One delivery / set for flowers, etc. – 1 entering and 1 exiting trip
- To be conservative, it was assumed that 25% of the reception guests arrived early (during the pm peak hour)

The total number of trips are outlined in Table 1.

| Table 1: Proposed Development Trip Generation | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Land Use | Time | Daily | AM Peak Hour | | | PM Peak Hour | | |
| | | Total | In | Out | Total | In | Out | Total |
| Fohn Reception Center | Saturday | 296 | 13 | 0 | 13 | 30 | 2 | 32 |

Project generated trips were distributed and assigned to the roadway network.

It was assumed that the primary distribution of trips will be as follows:

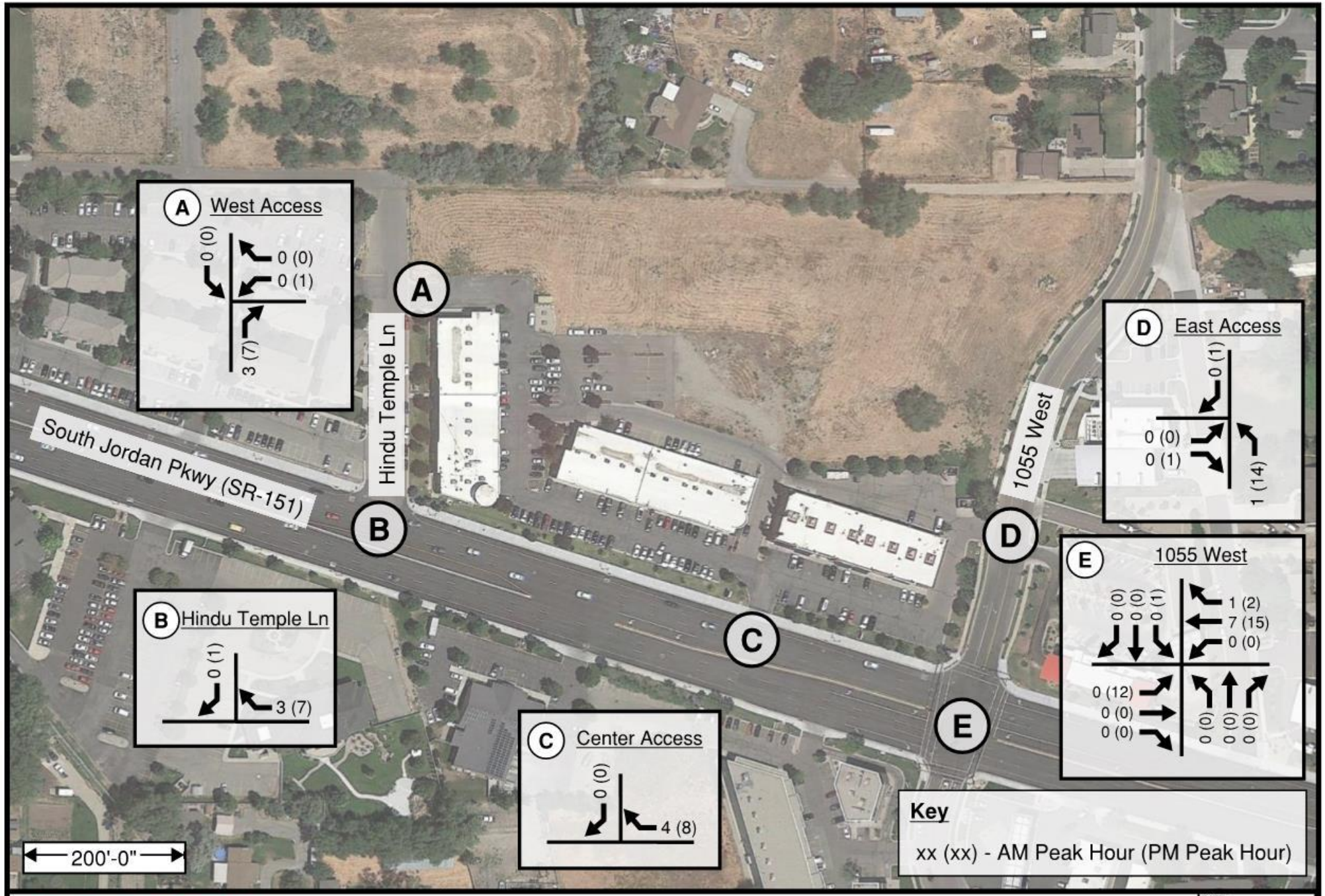
- East: 58%
- West 40%
- North 2%

Figure 1 depicts the development generated peak hour turning movement volumes based on the distribution and assignment assumptions.

## FINDINGS AND RECOMMENDATIONS

Based on our assessment, the projected traffic volumes generated by the proposed development are minimal on most days, and even on busy days are not significant. Busy periods for the reception center are typically outside of normal peak hours.

The study intersections and roadway segments are expected to experience little change regarding safety and operating conditions that result from the proposed development traffic.




WCEC ENGINEERS

Saturday Peak Hour Project Trip Assignment

Fohn Reception Center

N

DATE: 2/17/2020

PROJECT: 19-112

Figure 1

# APPENDIX – Business Operations Plan

# Description of Business

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Seated at tables: 80 persons
Free standing flow through reception: 100 persons (seating for 40 with a maximum of 60 standing or flowing through = 100 persons)
Note: Most guests arrive as couples

SOUTH JORDAN
UTAH

# Memo

**TO Planning Commission** **DATE: February 24, 2020**

**FROM: Brad Klavano, City Engineer** BK

**SUBJECT: Fohn Boutique and Event Center PLCUP202000016**

---

The Engineering Department has reviewed the submitted operation plan and trip generation study technical memo prepared by WCEC Engineers for Fohn Boutique and Event Center conditional use application #PLCUP202000016. According to the technical memo, the projected traffic volumes generated by the proposed development are minimal on most days and even on busy days are not significant. The study intersections and roadway segments are expected to experience little change regarding safety and operating conditions. But, it is possible that traffic conflicts or congestion could be caused in the parking lot within The Peaks Centre development. If traffic issues or concerns arise due to this tenant, the landowner is responsible to mitigate the issues or resolve the matter with the tenant (see attached landowner letter).

Feb 18, 2020

Mr. Brad Sanderson

South Jordan City

1600 West Town Center Drive

South Jordan UT 84095

Subject: Conditional Use Permit Unit 103,104 Fohn LLC

Dear Mr. Sanderson:

In response to the email request dated 2/18/2020, please know that the owners /managers of Wager and Wager LLC are aware of the traffic and parking needs of our fellow tenants at the Peaks Center. As appropriate we will make modifications by working with the owners of Fohn LLC to ensure good business access for our neighboring tenants just as we have done over the past 7 years with the prior tenant Three Key Elements. If any issue arises with a specific tenant, we recognize that it is the responsibility of the landlord to work with their tenant to mitigate any issue.

Please let me know if I can be of further assistance.

Sincerely

Bob Wager, Manager

Wager and Wager, LLC

Feb 18, 2020

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South Jordan City

1600 West Town Center Drive

South Jordan UT 84095

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Please let me know if I can be of further assistance.

Sincerely

Bob Wager, Manager

Wager and Wager, LLC

## Greg Schindler

**From:** Greg Schindler
**Sent:** Wednesday, October 24, 2012 10:22 AM
**To:** 'lundtomlund@gmail.com'
**Subject:** Parking at Peaks
**Attachments:** SOUTH JORAN PLAZA EAST (PEAKS) PARKING REQUIREMENTS.docx

Tom,

I pulled the recorded condo plats for the two South Jordan Plaza East buildings. The area of each unit is listed for both the main floors and basements. I have attached a form showing the parking calculations for each building taking into consideration the limitation of a maximum of 48 person occupancy for the basements of each building.

Thanks,

*Greg Schindler*

Greg Schindler, AICP
City Planner
City of South Jordan
Community Development
1600 W. Towne Center Drive
South Jordan UT 84095

801.253.5203 ext. 1291

| Building (Phase 1) West Building | | | | | |
|---|---|---|---|---|---|
| **Unit #** | **Main Floor Area** | **Parking 1/250** | **Basement Area** | **Parking** | **Total Parking** |
| 101 | 2209 | 9 | 2218 | | |
| 102 | 1275 | 5 | 1186 | | |
| 103 | 1275 | 5 | 1183 | Maximum | |
| 104 | 1269 | 5 | 1182 | Occupancy | |
| 105 | 1269 | 5 | 1182 | For Entire | |
| 106 | 1269 | 5 | 1181 | Basement | |
| 107 | 1269 | 5 | 1178 | Not To Exceed | |
| 108 | 1275 | 5 | 1182 | 48 Persons | |
| 109 | 1275 | 5 | 1187 | | |
| 110 | 1275 | 5 | 1187 | | |
| 111 | 1471 | 6 | 1356 | | |
| **TOTAL** | **15131** | **61 spaces** | **14223** | **16 spaces** | **77 spaces** |

| Building (Phase 4) East Building | | | | | |
|---|---|---|---|---|---|
| **Unit #** | **Main Floor Area** | **Parking 1/250** | **Basement Area** | **Parking** | **Total Parking** |
| 101 | 1330 | 5 | 1329 | | |
| 102 | 1047 | 4 | 1047 | | |
| 103 | 1093 | 4 | 1093 | Maximum | |
| 104 | 1093 | 4 | 1093 | Occupancy | |
| 105 | 1084 | 4 | 1084 | For Entire | |
| 106 | 1041 | 4 | 1041 | Basement | |
| 107 | 1093 | 4 | 1093 | Not To Exceed | |
| 108 | 1093 | 4 | 1093 | 48 Persons | |
| 109 | 1093 | 4 | 1093 | | |
| 110 | 1093 | 4 | 1093 | | |
| 111 | 2440 | 10 | 2390 | | |
| **TOTAL** | **13500** | **51 spaces** | **13449** | **16 spaces** | **67 spaces** |

Total Parking Spaces Required for both buildings at Peaks Center (South Jordan Plaza East Phases 1 & 4) 1086 and 1098 W. South Jordan Parkway = **144** Spaces based upon mixed Office and Retail uses on main floors and maximum occupancy load of 48 persons per basement level for each building. The main floor parking ratio is calculated at 1 space for every 250 sq. ft. of floor area. The basement floor parking ratio is calculated at 1 space for every 3 persons.

# South Jordan Plaza East - Parking Study, based on Use Type 10-16-2020

## West Building (Phase I) 1098 West South Jordan Parkway

| Unit # | Business Name | Use | Main Floor | Basment Floor Area | Combined Floor Area | 1 parking stall per (x) square feet of floor area, unless noted otherwise | Required Parking, (based on use) | Required Parking + 1.45 stalls per basement unit |
|---|---|---|---|---|---|---|---|---|
| 101 | Ultimate Sports Performance and Rehabilitation | Medical Office | 2209 | 2218 | 4427 | 300 | 7.36 | 8.81 |
| 102 | Safron Valley | Restaurant | 1275 | 1186 | 2461 | 1 stall per 4 seats (40 seats) | 10 | 11.45 |
| 103 | Fohn boutique and Event Center (Proposed) | Convention Reception (Assembly) | 1275 | 1183 | 2458 | 100 | 11.83 | 13.28 |
| 104 | Fohn boutique and Event Center (Proposed) | Convention Reception (Assembly) | 1269 | 1182 | 2451 | 100 | 11.82 | 13.27 |
| 105 | 3 Key Elements | Office | 1269 | 1182 | 2451 | 300 | 3.94 | 5.39 |
| 106 | SOS Support | Office | 1269 | 1181 | 1250 | 300 | 3.94 | 5.39 |
| 107 | Family Tae Kwon Do Inc. | Instruction Training | 1269 | 1178 | 2447 | 100 | 11.78 | 13.23 |
| 108 | Aspen Hills Diagnostics, Llc. | Medical Office R&D (Laboratory) | 1275 | 1182 | 2457 | 300 | 3.94 | 5.39 |
| 109 | Desi Groceries | Retail | 1275 | 1187 | 2457 | 200 | 5.935 | 7.39 |
| 110 | Biscotti Pasties (Giana Llc) | Restaurant | 1275 | 1187 | 2457 | 1 stall per 4 seats (24 seats) | 6 | 7.45 |
| 111 | Silver Spur Const. | Office | 1471 | 1356 | 2827 | 300 | 4.90 | 6.35 |
| **West Total** | | | **15,131** | **14,222** | **28,143** | | **81.45** | **97.40** |

## East Building (Phase 4) 1086 West South Jordan Parkway

| Unit # | Business Name | Use | Main Floor | Basment Floor Area | Combined Floor Area | 1 parking stall per (x) square feet of floor area, unless noted otherwise | Required Parking, (based on use) | Required Parking + 1.45 stalls per basement unit |
|---|---|---|---|---|---|---|---|---|
| 101 | Facilities Maintenance (Bolden Llc) | Office | 1330 | 1329 | 2659 | 300 | 4.43 | 5.88 |
| 102 | Pillar to Post | Office | 1047 | 1047 | 2094 | 300 | 3.49 | 4.94 |
| 103 | Paradise Staffing | Office | 1093 | 1093 | 2186 | 300 | 3.64 | 5.09 |
| 104 | Bricks and Minifigs | Retail | 1093 | 1093 | 2186 | 200 | 5.47 | 6.92 |
| 105 | Bricks and Minifigs | Retail | 1084 | 1084 | 2168 | 200 | 5.42 | 6.87 |
| 106 | Apex Insurance | Office | 1041 | 1041 | 2082 | 300 | 3.47 | 4.92 |
| 107 | Bob's Lock, Key & Safe | Office | 1093 | 1093 | 2186 | 300 | 3.64 | 5.09 |
| 108 | Mystic Nails and Day Spa | Personal Services | 1093 | 1093 | 2186 | 3 per chair (4 chairs) | 4.00 | 5.45 |
| 109 | Salon Beloved | Personal Services | 1093 | 1093 | 2186 | 3 per chair (4 chairs) | 4.00 | 5.45 |
| 110 | Vacuums 360 | Retail | 1093 | 1093 | 2186 | 200 | 6.00 | 7.45 |
| 111 | Indian Palace | Restaurant | 2440 | 2390 | 4830 | 1 stall per 4 seats (60 seats) | 20.00 | 21.45 |
| **East Total** | | | **13,500** | **13,449** | **26,949** | | **63.57** | **79.52** |
| **Combined Total** | | | **28,631** | **27,671** | **56,302** | | **145.01** | **176.91** |

# SOUTH JORDAN CITY
# PLANNING COMMISSION MEMORANDUM

**Meeting Date: 03/24/2020**

**Issue:** **EQUESTRIAN PARK**
**CONDITIONAL USE PERMIT AND SITE PLAN**
**Address:** 11160 South Redwood Rd.
**File No:** PLSPR201900642 – Site Plan Application
PLCUP201900702 – Conditional Use Permit
**Applicant:** Andrea Sorensen, Salt Lake County

**Submitted by: Damir Drozdek, Planner III**
**Shane Greenwood, Supervising Senior Engineer**

**Staff Recommendation (Motion Ready):** I move that the Planning Commission **approve** application:

- PLSPR201900642 to allow for demolition of existing structures and construction of new, and
- PLCUP201900702 to allow public or quasi-public facilities in the MU-SOUTH with the following condition:
  - Salt Lake County shall operate the manure operations in strict compliance with the County's Memorandum dated March 17, 2020.

| | |
|---|---|
| **ACREAGE:** | Approximately 7 acres |
| **CURRENT ZONE:** | A-5 and MU-SOUTH (Agricultural, min. 5 acre lot and Mixed Use – South Center Redwood Road) Zone |
| **CURRENT USE:** | Horse keeping facility |
| **FUTURE LAND USE PLAN:** | MU (Mixed Use) |
| **NEIGHBORING ZONES/USES:** | North – A-5 / Vacant Land, Private Ownership<br>South – R-2.5 / Single-family Residences<br>West – A-5 / Equestrian Park<br>East – A-5 and R-1.8 / Barns and Private Residence |

**See the attached memorandum from the Salt Lake County Park & Recreation Department responding to concerns from the residents and the Planning Commission at the last meeting. Other documents from the last meeting are attached as well.**

**SUPPORT MATERIALS:**

- Salt Lake County Response Memo
- Staff Report (March 10, 2020)
- Aerial Map
- Overall Layout and Site Plan

Damir Drozdek, AICP
Planner III
Planning Department

# Salt Lake County Parks & Recreation
## Park Planning & Development Section
2001 South State Street, Room S-4800
Salt Lake City, Utah 84114


# MEMORANDUM

**To:** Damir Drozdek, AICP
Planner III
City of South Jordan

**Date:** 17 March 2020

**Subject:** Equestrian Park – Site Plan Amendment Request to Planning Commission
Response to Citizen Concerns

Damir,

Below is our response to alleviate citizen concerns concerning potential odor nuisance of manure bins that are part of the barn replacement and site improvements proposed at the Salt Lake County Equestrian Park.

**History**
Historically the Equestrian Park has stored manure collected from various bins at a location 35-40 feet north of the current fence line of Nelson Farms subdivision. After construction of this subdivision numerous complaints were filed with the County concerning the smell of manure. To be a good neighbor, the Equestrian Park moved the manure collection pile to another location on the park property. Since this time the EQP has continued to modify and improve their management of manure to minimize nuisance to neighbors and polluting storm waters. The improvements currently proposed is a continuation of these efforts.

**Design – Manure Containment Infrastructure**
The designed improvements took into consideration several factors to improve the maintenance of the Equestrian Park and mitigate concerns voiced by residents. Improvements include:

- The equestrian park is making significant upgrades to their stormwater runoff drainage throughout the proposed site. This upgrade will prevent manure from sitting in standing water and will cut down on the smell that comes from manure in standing water.
- Existing conditions have all the manure bins in one general location located in the NW quadrant of the site. As such, many users are not using the bins because they are too far away, which results in dumping of manure wherever is convenient.
- The proposed design has taken careful consideration of the location of the proposed manure bins. By distributing them throughout the site it will allow users to easily access the bins and disposed of their manure in a proper way and reduce dumping in

unauthorized areas. In turn, this will also allow the equestrian park to easily collect and dispose the manure.

- The manure bins are designed with a concrete floor to make cleanup easier and eliminate mingling with soils and storm water runoff. This will also help reduce odor.
- It is anticipated that the manure bins near the barns will see heavier use than those near the runs.
- It is important to note that the bins near the southern residential lots are oriented so the back wall will screen the manure piles from any wind coming from the north towards the residences (i.e. usually during storms). If these bins are oriented to be open to the north, the manure piles will not be screened from the wind, which will allow wind to blow across the piles directly towards the residents. This orientation is also necessary to allow easy access by equipment for manure removal.
- The proposed design also takes into account a generously planted landscape buffer. This area contains more trees than is required by the City (City requires 24 total trees, with 7 of these being evergreen. Design shows 37 total proposed trees, of which 18 are evergreen).
- It is important to note that with the 3 proposed barns (2 to be constructed, with 1 planned for future) have a similar capacity of the 4 existing barns.

The distribution of more manure bins throughout the site has been done in an effort to encourage users to dispose of their manure properly rather than dumping it in unauthorized locations throughout the site.

**Management / Removal Plan**

Facility staff have developed a manure maintenance/removal plan that is attached. Staff will remove manure from bins at a minimum of three times a week. This management strategy greatly decreases the amount of manure at any given time and mitigate nuisance odors.

**Summary**

We believe that the design, distribution of collection points, and management strategy greatly decrease the amount of manure collected in the bins each week, mitigating neighbor concerns with strong nuisance odors.

SALT LAKE COUNTY
EQUESTRIAN PARK
& EVENT CENTER
A SALT LAKE COUNTY FACILITY

# Manure Removal

We will attend to the new manure bins at a minimum of three times per week unless more frequently is required. We have purchased a new 2018 Cat 938M front end loader with a 5-yard bucket, as well as, a 2020 10-Wheeler International dump truck (can hold 5 loader buckets per load). Our new equipment is very reliable and is on an aggressive maintenance schedule to ensure up time. Having a 10-wheel dump truck is new to the facility. In years past we were required to contract a hauling service to dispose of manure. This had caused hauling delays due to budget controls. Now that we can control hauling directly we will have a greater ability to haul frequently.

Sincerely,

Kristie Freeland
Director of Facility
SLCO Equestrian Park and Event Center

- Weather permitting

SALT LAKE COUNTY
ASM GLOBAL

# SOUTH JORDAN CITY
# PLANNING COMMISSION REPORT

**Meeting Date: 03/10/2020**

| | |
|---|---|
| **Issue:** | **EQUESTRIAN PARK**<br>**CONDITIONAL USE PERMIT AND SITE PLAN** |
| **Address:** | 11160 South Redwood Rd. |
| **File No:** | PLSPR201900642 – Site Plan Application<br>PLCUP201900702 – Conditional Use Permit |
| **Applicant:** | Andrea Sorensen, Salt Lake County |

**Submitted by: Damir Drozdek, Planner III**
**Shane Greenwood, Supervising Senior Engineer**

**Staff Recommendation (Motion Ready):** I move that the Planning Commission **approve** applications:

- PLSPR201900642 to allow for demolition of existing structures and construction of new; and
- PLCUP201900702 to allow public or quasi-public facilities in the MU-SOUTH Zone.

| | |
|---|---|
| **ACREAGE:** | Approximately 7 acres |
| **CURRENT ZONE:** | A-5 and MU-SOUTH (Agricultural, min. 5 acre lot and Mixed Use – South Center Redwood Road) Zone |
| **CURRENT USE:** | Horse keeping facility |
| **FUTURE LAND USE PLAN:** | MU (Mixed Use) |
| **NEIGHBORING ZONES/USES:** | North – A-5 / Vacant Land, Private Ownership<br>South – R-2.5 / Single-family Residences<br>West – A-5 / Equestrian Park<br>East – A-5 and R-1.8 / Barns and Private Residence |

## STANDARD OF REVIEW:

All proposed commercial, office, industrial, multi-family dwelling or institutional developments and alterations to existing developments shall meet the site plan review requirements outlined in City Code Chapter 16.24 and the requirements of the individual zone in which a development is proposed. All provisions of Titles 16 & 17 of the City Code, and other city requirements, shall be met in preparing site plan applications and in designing and constructing the development. The Planning Commission shall receive public comment regarding the site plan and shall approve, approve with conditions or deny the site plan.

## CONDITIONAL USE REVIEW:

A use is conditional because it may have unique characteristics that detrimentally affect the zone and therefore are not compatible with other uses in the zone, but could be compatible if certain conditions are required that mitigate the detrimental effect.

To impose a condition on a use, the detrimental effect must be identified and be based on upon substantial evidence, not simply a suspicion or unfounded concern. Any condition must be the least restrictive method to mitigate the detrimental effect.

The Planning Commission shall approve a conditional use permit application if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed conditional use in accordance with applicable standards. *See* City Code § 17.18.050.F.1.

The Planning Commission may deny a conditional use permit application if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards. *See* City Code § 17.18.050.F.1. Further, City Code § 17.18.050 provides:

I. COMPLIANCE AND REVOCATION:

1. A conditional use may be commenced and operated only upon:

   a. compliance with all conditions of an applicable conditional use permit;

   b. observance of all requirements of this title relating to maintenance of improvements and conduct of the use or business as approved; and

   c. compliance with all applicable local, state, and federal laws.

2. A conditional use permit may be revoked by the City Council at any time due to the permitee's failure to commence or operate the conditional use in accordance with the requirements of subsection A of this section.

**BACKGROUND:**

The proposed project is located at approximately 11160 South Redwood Rd. It is located roughly 600 feet from Redwood Road and is accessed via a private lane. There are existing horse barns, loafing sheds, round pens, walkers, and other improvements on the site that the applicant is proposing to demolish and remove. In addition to constructing new structures, the applicant will make improvements to improve fire safety, drainage and landscaping.

The project will include construction of two new horse barns, some loafing sheds and horse runs. In addition several horse walkers and round pens will be constructed. As part of a future phase, another barn and some horse runs, loafing sheds and a training building will be constructed.

A 25-foot-wide landscape strip is proposed along the south boundary. The proposed landscaping includes a 4" stone mulch for ground cover and a combination of deciduous and evergreen trees. The number of trees proposed is greater than is required by City Code. The purpose for exceeding the City Code requirements is to create some additional buffering and screening for the homes to the south. The existing masonry wall along the south boundary as well as existing post and rail steel fence along the east and the north boundaries will remain. No new fencing is proposed.

Other improvements will include construction of a new water line that will tie into the water main on Redwood Road and feed a new fire hydrant on the site. Drainage will be improved as well with construction of new swales and drainage basins. A new driveway and vehicle gates will also be constructed. All of the aforementioned improvements will be completed with the first phase.

## STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

**Findings:**

- "Public or quasi-public facilities" use is listed as a conditional use in the MU-SOUTH (Mixed Use – South Center, Redwood Road) Zone. Only a small portion of the property is zoned MU-SOUTH and requires a conditional use permit.
- The proposed conditional use permit formalizes the existing use on the portion of the property zones MU-SOUTH. The new project will merely remove existing, older structures and replace them with the new ones.
- Staff did not identify any detrimental effects associated with the existing use at this location that will not be mitigated by the proposed improvements to the site.
- The project meets the Planning and Zoning (Title 17) and the Subdivision and Development (Title 16) Code requirements.
- The Architectural Review Committee reviewed the proposed buildings on January 15, 2020 and unanimously recommended approval.

**Conclusion:**

- The proposed project will meet the Goals and Policies of the General Plan and also meet the requirements of the Subdivision and Development (Title 16) and the Planning and Zoning (Title 17) Codes. The project will not create any detrimental effects on the portion of the property zoned MU-SOUTH that are not mitigated by the proposed site improvements.

**Recommendation:**

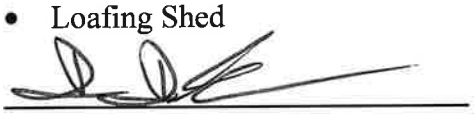
- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Application, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

**ALTERNATIVES:**

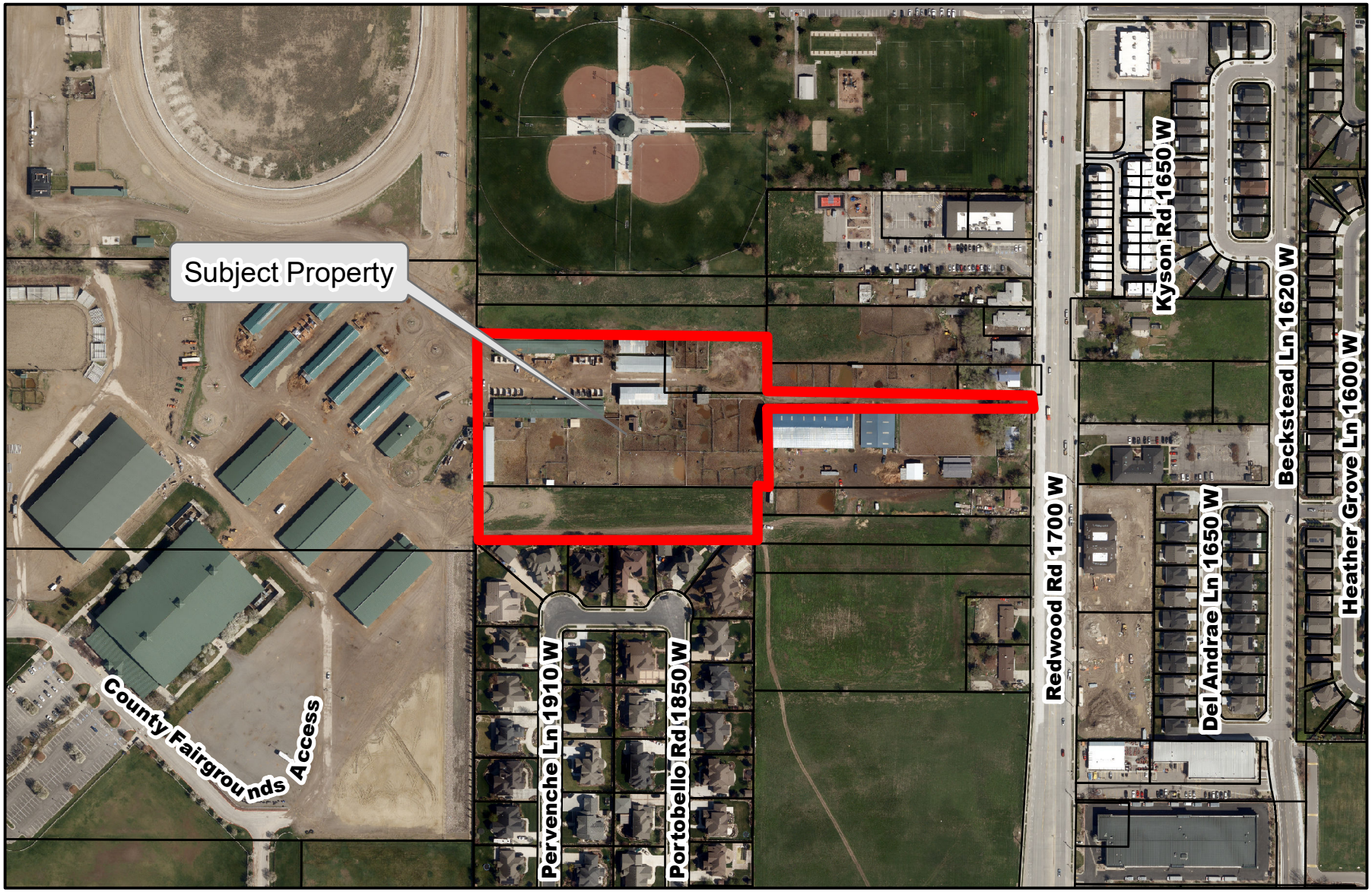
- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.

**SUPPORT MATERIALS:**

- Aerial Map
- Zoning Map
- Site Prep Demo and Erosion Plan
- Overall Layout and Site Plan
- Layout and Materials Details
- Layout and Materials Details
- Overall Planting Plan
- A and B Barn Elevations
- Miscellaneous Building Elevations
- Loafing Shed



Damir Drozdek, AICP
Planner III
Planning Department




**Legend**

STREETS

PARCELS

# Aerial Map

## *City of South Jordan*

0 105 210 420 630 840 Feet

Aerial Imagery
2019

ESRI

## NORTHING/EASTING POINT SCHEDULE

| | DESCRIPTION | NORTHING | EASTING |
|---|---|---|---|
| | CONTROL POINT - (CENTER OF MANHOLE COVER) | N 7368956.09 | E 1517167.95 |
| | CONTROL POINT - (CENTER OF MANHOLE COVER) | N 7368926.90 | E 1517872.63 |
| | CONTROL POINT - (CONCRETE CORNER) | N 7368685.24 | E 1516952.92 |
| | CONTROL POINT - (CONCRETE CORNER) | N 7368548.76 | E 1517089.57 |
| 1 | | N 7368717.70 | E 1517059.84 |
| 2 | | N 7368717.70 | E 1517094.93 |
| 3 | | N 7368928.58 | E 1517094.93 |
| 4 | | N 7368929.14 | E 1517188.30 |
| 5 | | N 7368944.80 | E 1517188.30 |
| 6 | | N 7368972.34 | E 1517188.30 |
| 7 | | N 7369000.39 | E 1517188.30 |
| 8 | | N 7368870.97 | E 1517206.89 |
| 9 | | N 7369018.64 | E 1517206.89 |
| 10 | | N 7369018.64 | E 1517281.06 |
| 11 | | N 7368870.97 | E 1517281.06 |
| 12 | | N 7369022.61 | E 1517354.88 |
| 13 | | N 7369022.61 | E 1517382.88 |
| 14 | | N 7369022.61 | E 1517393.88 |
| 15 | | N 7369022.61 | E 1517429.55 |
| 16 | | N 7369012.39 | E 1517444.49 |
| 17 | | N 7369012.39 | E 1517592.16 |
| 18 | | N 7368938.22 | E 1517444.49 |
| 19 | | N 7368938.22 | E 1517592.16 |
| 20 | | N 7368886.75 | E 1517670.12 |
| 21 | | N 7368886.84 | E 1517600.24 |
| 22 | | N 7368886.79 | E 1517468.51 |
| 23 | | N 7368904.56 | E 1517386.71 |
| 24 | | N 7368976.68 | E 1517386.59 |
| 25 | | N 7368839.82 | E 1517353.28 |
| 26 | | N 7368839.82 | E 1517513.28 |
| 27 | | N 7368689.82 | E 1517513.28 |
| 28 | | N 7368689.82 | E 1517363.28 |
| 29 | | N 7368677.82 | E 1517495.36 |
| 30 | | N 7368677.82 | E 1517513.36 |
| 31 | | N 7368644.82 | E 1517163.47 |
| 32 | | N 7368644.82 | E 1517330.50 |
| 33 | | N 7368658.51 | E 1517727.26 |
| 34 | | N 7368753.54 | E 1517778.63 |
| 35 | | N 7368771.75 | E 1517801.13 |
| 36 | | N 7368926.75 | E 1517801.13 |
| 37 | | N 7368926.75 | E 1517848.80 |
| 38 | | N 7369019.61 | E 1517801.13 |
| 39 | | N 7369055.61 | E 1517755.13 |
| 40 | | N 7369055.61 | E 1517750.74 |

## LAYOUT & MATERIAL LEGEND

- PROPERTY LINE
- LIMIT OF WORK LINE
- ALTERNATE DELINEATOR
- AGGREGATE DRIVE CENTER LINE

## LAYOUT GENERAL NOTES

1. THE BASE INFORMATION FOR THIS DRAWING WAS OBTAINED FROM OTHERS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE DRAWING WITH ACTUAL FIELD CONDITIONS PRIOR TO BEGINNING ANY WORK AND IMMEDIATELY NOTIFYING THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. IN THE EVENT THAT THE CONTRACTOR BEGINS WORK PRIOR TO VERIFYING AND COMPARING THE BASE INFORMATION WITH ACTUAL FIELD CONDITIONS, THEN ANY CHANGES OR ALTERATIONS TO THE WORK INVOLVED WITH THESE DRAWINGS DUE TO SUCH DISCREPANCIES WILL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND MARKING THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF WORK PRIOR TO BEGINNING CONSTRUCTION. CONTACT THE OWNER, BLUE STAKES OF UTAH AT 811 OR 1-800-662-4111, AND ALL OTHER ENTITIES AS NECESSARY. IN THE EVENT THE CONTRACTOR BEGINS CONSTRUCTION WORK PRIOR TO VERIFYING AND STAKING ALL UTILITIES, AND DAMAGE TO UTILITIES OCCURS, THE DAMAGED UTILITIES WILL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
3. REFER TO LEGENDS, NOTES, DETAILS, AND SPECIFICATIONS FOR FURTHER INFORMATION.
4. ALL LAYOUT HARDSCAPE ELEMENTS SHALL BE LAID OUT BY A REGISTERED CIVIL ENGINEER OR SURVEYOR.
5. COORDINATE LAYOUT AND GRADING WITH OTHER TRADES SO THAT CONSTRUCTION CAN CONTINUE IN A NORMAL SEQUENCE OF EVENTS AND SO THAT WORK OF OTHER TRADES IS NOT DISTURBED ONCE PLACED IN THE FIELD. IN THE EVENT THE CONTRACTOR FAILS TO COORDINATE CONSTRUCTION BETWEEN TRADES AND BY DOING SO, THE CONTRACTOR DAMAGES, DISPLACES OR OTHERWISE CAUSES OTHER TRADES WORK TO BE REINSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUCH REPLACEMENT AND/OR RE-INSTALLATION AT NO ADDITIONAL COST TO THE OWNER.
6. WHEN THE WRITTEN DIMENSION IS DIFFERENT FROM THE SCALED DIMENSION, THE WRITTEN DIMENSION SHALL PREVAIL AND THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED IN WRITING BEFORE PROCEEDING WITH WORK IN THE AREA IN QUESTION.
7. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHERE MEASURED UNLESS OTHERWISE INDICATED.
12. VARIOUS CONTROL POINTS HAVE BEEN IDENTIFIED ON THE PLANS. CONTRACTOR SHALL VERIFY ACCURACY OF CONTROL POINTS PRIOR TO LAYOUT OF ANY ELEMENTS. REPORT AND RESOLVE ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.

## PRODUCT & MATERIAL SCHEDULE

| SYMBOL | DESCRIPTION | MODEL NO. | MANUFACTURER | FINISH | COLOR | COMMENTS | PROVIDED/ INSTALLED |
|---|---|---|---|---|---|---|---|
| | CONCRETE | N/A | N/A | MEDIUM BROOM | STANDARD GRAY | PER DETAIL AND SPECIFICATIONS | CFCI |
| | VEHICULAR CONCRETE | N/A | N/A | MEDIUM BROOM | STANDARD GRAY | PER DETAIL AND SPECIFICATIONS | CFCI |
| | AGGREGATE PAVEMENT | N/A | N/A | - | GRAY | PER DETAIL AND SPECIFICATIONS | CFCI |
| | HORSE RUN FENCE | PONDEROSA FENCE OR APPROVED EQUAL | PRIEFERT | POWDER COATED | RAILS: DARK BROWN | INSTALL PER MANUFACTURER SPECIFICATIONS | CFCI |
| | HORSE SOIL FOOTING | "RULE OF 25" | N/A | N/A | N/A | INSTALL PER SPECIFICATIONS | CFCI |
| | ONE WAY OR DO NOT ENTER SIGN | N/A | N/A | N/A | N/A | PER DETAIL AND SPECIFICATIONS | CFCI |
| | VEHICULAR BARRIER GATE | HCG-S-4X26DB-KIT-G | HOOVER FENCE COMPANY OR APPROVED EQUAL | GALVANIZED STEEL | SILVER | INSTALL PER MANUFACTURER SPECIFICATIONS | CFCI |
| | RELOCATED CONCRETE PARKING BLOCK | N/A | N/A | N/A | N/A | INSTALL PER MANUFACTURER SPECIFICATIONS | OFCI |
| | NEW CONCRETE PARKING BLOCK | N.I.C | OWNER FURNISHED, OWNER INSTALLED | | | | |

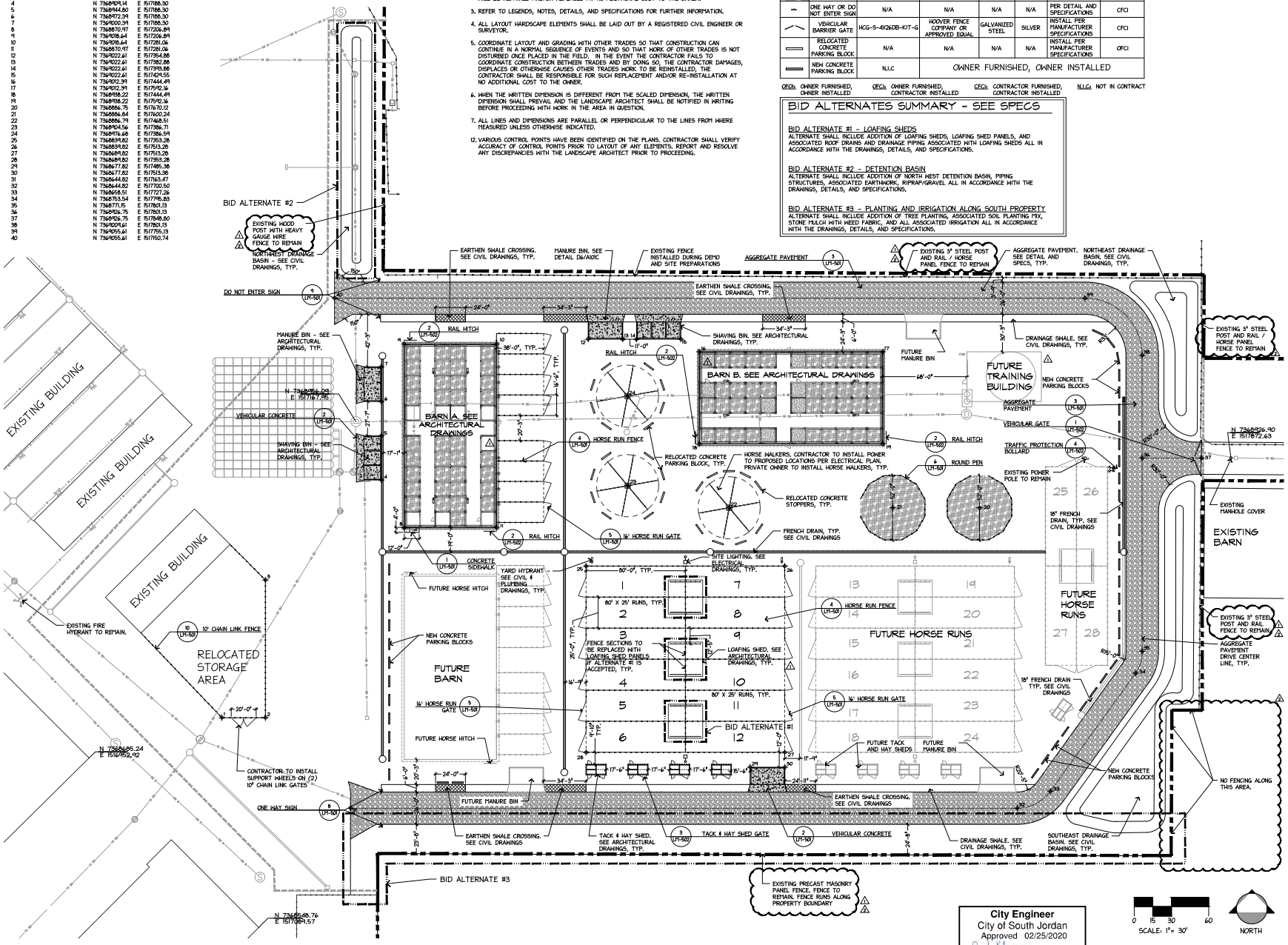
OFOI: OWNER FURNISHED, OWNER INSTALLED — OFCI: OWNER FURNISHED, CONTRACTOR INSTALLED — CFCI: CONTRACTOR FURNISHED, CONTRACTOR INSTALLED — N.I.C: NOT IN CONTRACT

## BID ALTERNATES SUMMARY - SEE SPECS

BID ALTERNATE #1 - LOAFING SHEDS
ALTERNATE SHALL INCLUDE ADDITION OF LOAFING SHEDS, LOAFING SHED PANELS, AND ASSOCIATED ROOF DRAINS AND DRAINAGE PIPING ASSOCIATED WITH LOAFING SHEDS ALL IN ACCORDANCE WITH THE DRAWINGS, DETAILS, AND SPECIFICATIONS.

BID ALTERNATE #2 - DETENTION BASIN
ALTERNATE SHALL INCLUDE ADDITION OF NORTH WEST DETENTION BASIN, PIPING STRUCTURES, ASSOCIATED EARTHWORK, RIPRAP/GRAVEL ALL IN ACCORDANCE WITH THE DRAWINGS, DETAILS, AND SPECIFICATIONS.

BID ALTERNATE #3 - PLANTING AND IRRIGATION ALONG SOUTH PROPERTY
ALTERNATE SHALL INCLUDE ADDITION OF TREE PLANTING, ASSOCIATED SOIL PLANTING MIX, STONE MULCH WITH WEED FABRIC, AND ALL ASSOCIATED IRRIGATION ALL IN ACCORDANCE WITH THE DRAWINGS, DETAILS, AND SPECIFICATIONS.




**City Engineer**
City of South Jordan
Approved 02/25/2020
City Engineer

SCALE: 1" = 30'

NORTH

CITY SITE PLAN APPLICATION SUBMITTAL - NOT FOR CONSTRUCTION


G.B.D
G. BROWN: DESIGN INC
SITE AND LANDSCAPE ARCHITECTS
410 East South Temple, Ste 10
Salt Lake City, Utah 84102
p 801.328.4844 f 801.328.4144
www.gbdesign.com


PREPARED FOR:
SALT LAKE COUNTY
Parks & Recreation

CONSULTANTS:

# EQUESTRIAN PARK
EAST IMPROVEMENTS & BARNS
2100 W 11400 S
SOUTH JORDAN, UT 84095

REVISIONS:
- City Site Review 12-20-19
- City Site Review 1-20-2020

STAMP
JEFFREY K. WINWARD NO. 5083714 REGISTERED LANDSCAPE ARCHITECT 20 OCTOBER 2019

SHEET TITLE:
OVERALL LAYOUT & MATERIALS SITE PLAN

DATE: 10.23.19
DRAWN BY: JKW / TJK
CHECKED BY: MKW
JOB NO.: U18-035

SHEET NO:
LM-101

© GBD/SLCO/Common/Park Projects/Improvements/Drawings/Sheets/dwg

# SOUTH JORDAN CITY
# PLANNING COMMISSION REPORT

Meeting Date: 3-24–2020

**Issue:** DAYBREAK VILLAGE 5 MULTI FAMILY #6 AMENDED SUBDIVISION AMENDMENT
**Address:** 10499 & 10501 S. Liv Way
10523 S. Liv Way & 5504 W. Burntside Avenue
**File No:** PLPLA202000026
**Applicant:** Daybreak Communities

Submitted By: Greg Schindler, City Planner
Chris Clinger, Senior Engineer

Staff Recommendation (Motion Ready): Approve File No. PLPLA202000026 as presented.

## BACKGROUND

| | |
|---|---|
| ACREAGE | 0.344 Acre |
| CURRENT LU DESIGNATION | Mixed Use |
| CURRENT ZONING | PC |
| CURRENT USE | Vacant |
| NEIGHBORING LU DESIGNATIONS, (ZONING)/USES | North - Mixed Use (P-C)/Vacant<br>South – Mixed Use (P-C)/Vacant<br>East - Mixed Use (P-C)/Single Family Homes<br>West - Mixed Use (P-C)/Vacant |

## STANDARDS FOR SUBDIVISION AMENDMENT REVIEW

The Planning Commission shall receive comment at a public hearing regarding the proposed subdivision amendment. The Planning Commission may approve the amendment if it finds good cause to amend the subdivision, and the amendment complies with City Code Chapter 16.14, other City ordinances, and sanitary sewer and culinary water requirements. The Planning Commission may only deny the amendment if there is no good cause for amending the subdivision and the proposed amendment does not meet all provisions of City Code Chapter 16.14 , other City ordinances, and sanitary sewer and culinary water requirements.

Daybreak Communities has filed an application for review of an amendment to the Daybreak Village 5 Multi Family #6 subdivision. The purpose of the proposed amendment is to adjust the property lines between lots 284-285 and lots 294-P-154 to accommodate the dimensions of future homes to be constructed.

## ANALYSIS

The residential density and number of lots within the subdivision will not change as a result of this proposal.

## STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Good cause exists for the amendment since the lot dimensions must match the dimensions of the buildings to be constructed.
- The proposed amendment meets all of the provisions of South Jordan Municipal Code Section 16.14 in regards to amendments to subdivisions.
- The proposed amendment is consistent with the PC zone and Kennecott Master Subdivision requirements.
- All State subdivision amendment review requirements have been followed.

Conclusions:

- The proposed amended subdivision remains consistent with both the Community Structure Plan and Daybreak Development Plan.

Recommendation:

- Based on the Findings and Conclusion listed above, Staff recommends that the Planning Commission take comments at the public hearing and approve the subdivision amendment, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by staff.

## FISCAL IMPACT:

- Minimal.

## ALTERNATIVES:

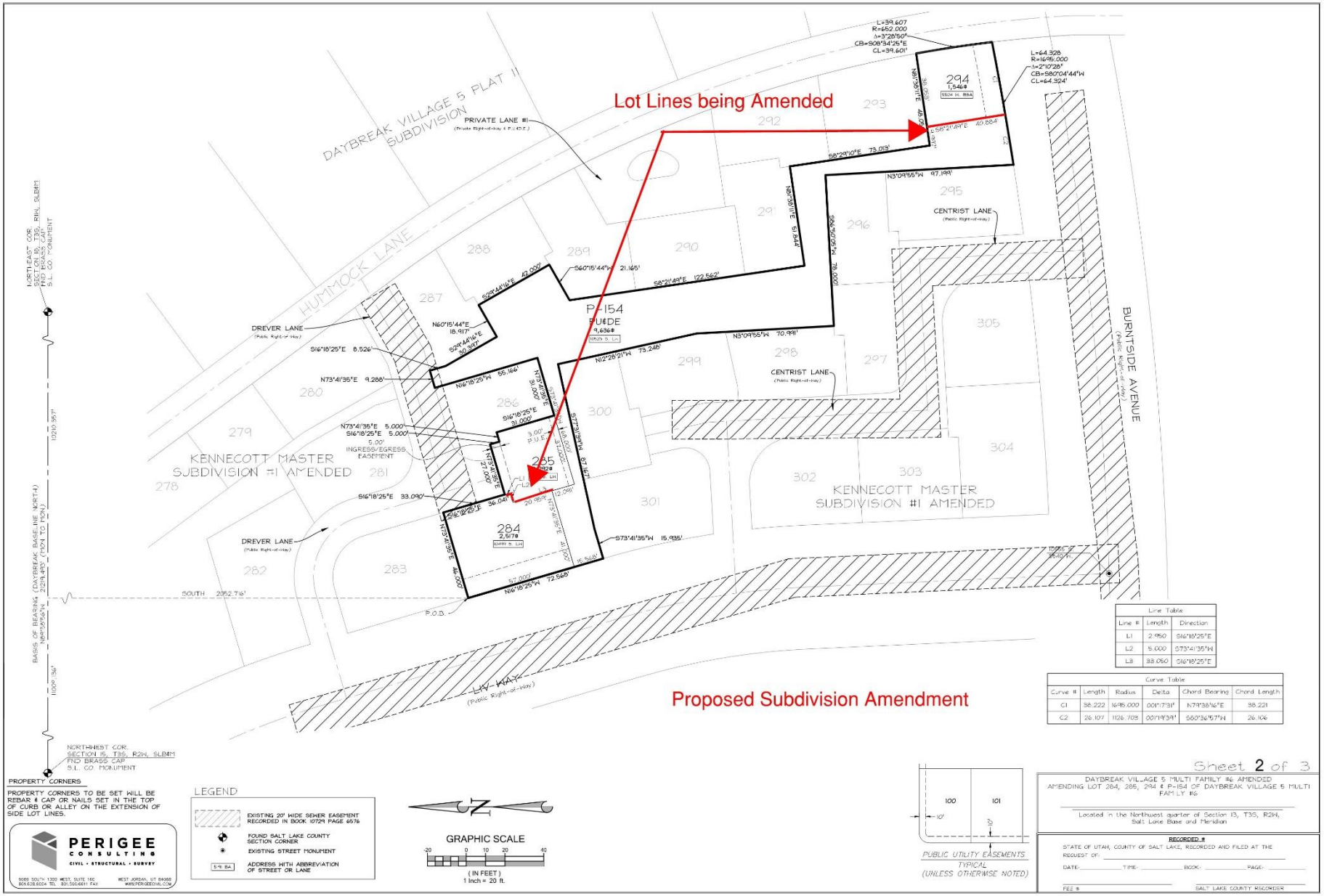
- Approve the subdivision amendment.
- Deny the subdivision amendment.
- Schedule the application for a decision at some future date.

## SUPPORT MATERIALS:

- Aerial Map
- Original Recorded Plat
- Proposed Amended Plat




Location Map




| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 2.950 | S16°18'25"E |
| L2 | 5.000 | S73°41'35"W |
| L3 | 33.050 | S16°18'25"E |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Length |
| C1 | 38.222 | 1645.000 | 001°17'31" | N79°38'16"E | 38.221 |
| C2 | 26.107 | 1126.705 | 001°19'39" | S80°36'57"W | 26.106 |

PROPERTY CORNERS

PROPERTY CORNERS TO BE SET WILL BE REBAR & CAP OR NAILS SET IN THE TOP OF CURB OR ALLEY ON THE EXTENSION OF SIDE LOT LINES.

LEGEND

EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10729 PAGE 6576

FOUND SALT LAKE COUNTY SECTION CORNER

EXISTING STREET MONUMENT

ADDRESS WITH ABBREVIATION OF STREET OR LANE

GRAPHIC SCALE

-20 0 10 20 40

( IN FEET )

1 inch = 20 ft.




PUBLIC UTILITY EASEMENTS TYPICAL (UNLESS OTHERWISE NOTED)

Sheet 2 of 3

DAYBREAK VILLAGE 5 MULTI FAMILY #6 AMENDED
AMENDING LOT 284, 285, 294 & P-154 OF DAYBREAK VILLAGE 5 MULTI FAMILY #6

Located in the Northwest quarter of Section 13, T3S, R2W, Salt Lake Base and Meridian

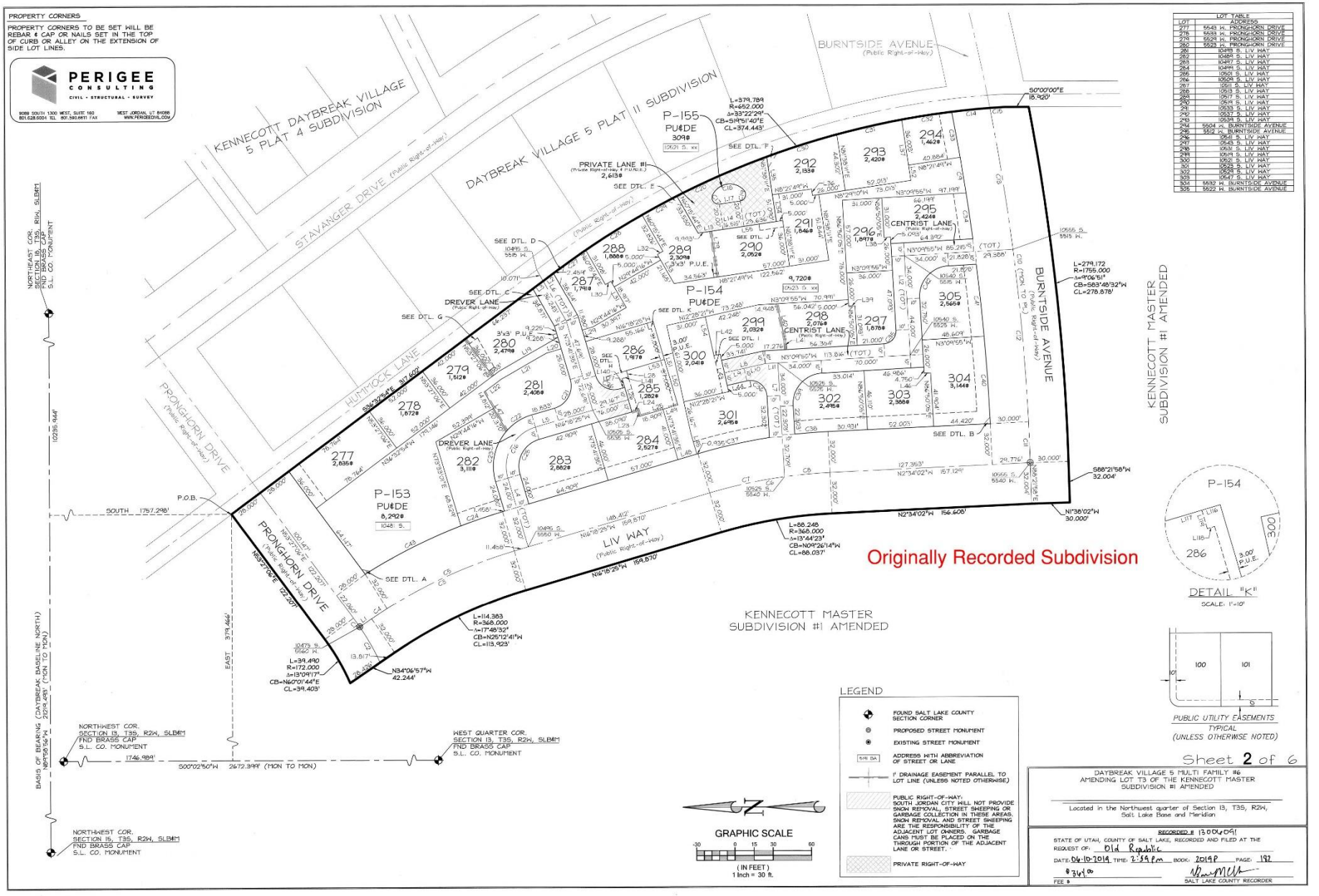
RECORDED #

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE $ _____ SALT LAKE COUNTY RECORDER

PERIGEE CONSULTING
CIVIL • STRUCTURAL • SURVEY
9085 SOUTH 1300 WEST, SUITE 100 WEST JORDAN, UT 84088
801.628.6024 TEL 801.590.6611 FAX WWW.PERIGEECIVIL.COM




| LOT TABLE | |
|---|---|
| LOT | ADDRESS |
| 277 | 5543 W. PRONGHORN DRIVE |
| 278 | 5533 W. PRONGHORN DRIVE |
| 279 | 5524 W. PRONGHORN DRIVE |
| 280 | 5523 W. PRONGHORN DRIVE |
| 281 | 10473 S. LIV WAY |
| 282 | 10484 S. LIV WAY |
| 283 | 10497 S. LIV WAY |
| 284 | 10499 S. LIV WAY |
| 285 | 10501 S. LIV WAY |
| 286 | 10509 S. LIV WAY |
| 287 | 10511 S. LIV WAY |
| 288 | 10513 S. LIV WAY |
| 289 | 10517 S. LIV WAY |
| 290 | 10529 S. LIV WAY |
| 291 | 10533 S. LIV WAY |
| 292 | 10537 S. LIV WAY |
| 293 | 10539 S. LIV WAY |
| 294 | 5504 W. BURNTSIDE AVENUE |
| 295 | 5512 W. BURNTSIDE AVENUE |
| 296 | 10541 S. LIV WAY |
| 297 | 10543 S. LIV WAY |
| 298 | 10531 S. LIV WAY |
| 299 | 10529 S. LIV WAY |
| 300 | 10521 S. LIV WAY |
| 301 | 10525 S. LIV WAY |
| 302 | 10523 S. LIV WAY |
| 303 | 10547 S. LIV WAY |
| 304 | 5532 W. BURNTSIDE AVENUE |
| 305 | 5522 W. BURNTSIDE AVENUE |

# SOUTH JORDAN CITY
# PLANNING COMMISSION REPORT

**Meeting Date: 03/24/2020**

**Issue:** **BINGHAM COURT**
**PRELIMINARY SUBDIVISION PLAT**
**Address:** 1414 West 11400 South
**File No:** **PLPP201900538**
**Applicant:** Peter Gamvroulas, Ivory Development, LLC

**Submitted by: Damir Drozdek, Planner III**
**Shane Greenwood, Supervising Senior Engineer**

**Staff Recommendation (Motion Ready):**

- I move that the Planning Commission **approve** the Bingham Court preliminary subdivision plat, File No. PLPP201900538.

| | |
|---|---|
| **ACREAGE:** | Approximately 6 acres |
| **CURRENT ZONE:** | R-M - PD (Residential Multiple, Planned Development) |
| **CURRENT USE:** | Single-family residences |
| **FUTURE LAND USE PLAN:** | RDO (Residential Development Opportunity) |
| **NEIGHBORING ZONES/USES:** | North – R-2.5 / Single-family residences<br>South – A-5 / 11400 South<br>West – R-1.8 / Single-family residence<br>East – P-O / Riverway Assisted Living and Memory Care |

## STANDARD OF APPROVAL:

Once all application requirements have been met, redline corrections made, revised plans and plat submitted and City staff approval given, the preliminary subdivision plat application will be scheduled on the Planning Commission agenda for a public hearing at which public comment will be taken. Notice of the public hearing shall be provided in accordance with [C]hapter 16.04 of [Title 16]. The Planning Commission shall receive public comment at the public hearing regarding the proposed subdivision. The Planning Commission may approve, approve with conditions or if the project does not meet City ordinances or sanitary sewer or culinary water requirements, deny the preliminary subdivision plat application.

City Code § 16.10.060

**BACKGROUND:**

The proposed development (project) is located at approximately 1414 West 11400 South. The project boundaries encompass three parcels with each one containing a single-family residence. All three of the homes will be torn down to make space for the new development. The properties have been identified as a residential development opportunity area on the future land use map.

On July 16, 2019 the City Council reviewed and approved a zone change and a development agreement governing the project. The agreement includes a concept plan and design standards for the project, and entitled the project to be built according to the terms of the zone and the agreement.

The project is situated on approximately six acres. Once complete, the project will include a mix of single-family homes and townhomes numbering 50 housing units in total. The townhome portion of the project will be situated at the south end of the development, adjacent to 11400 South. The single-family portion of the project will be located at the north end and away from the road. The single-family portion will abut existing single-family homes to the north of the project.

The townhome product will be rear-loaded with private alleys between the rows of buildings. Alleys will provide access to garages while the main alley will also serve as a garbage collection route. Single-family homes will be accessed via private drives. There will be a public street in the project that divides the two housing types, and each alley and drive will be accessed off the street. The public street will be built to the City residential street standard.

Landscaping for the project will include new street trees in the parkstrip along 11400 South. Trees will also be included around the project in the open space and common areas. In addition street trees will be planted along the new public street. Parking areas will have shade trees planted as required by City Code. The project developer will also work with the property owners to the north of the project on thoughtful placement of trees along the north boundary to create some additional privacy and screening.

A new six-foot decorative masonry wall will be installed along the north boundary. It will match an existing wall along the east boundary. No new fencing is proposed along the west boundary; the existing fence will remain. Storm water will be collected in an underground detention tank. The system will be located under the open space parcel. Other City infrastructure will include a new water main, street lights, fire hydrants and signage. No improvements other than the street trees are required along 11400 South because the street is fully improved.

Architecture for both the single-family homes and the townhomes will be similar to the designs in the attachment to this report. Aside from those standards, all homes will be required to comply with all other City zoning design requirements, such as masonry, roof pitch, home size, etc. In addition, all single-family homes located on lots along the north boundary will be restricted to a single-story (rambler-type homes).

The project will contain nine affordable housing units (workforce housing units). The units will be prioritized for the City's critical workforce, including police, fire, teachers and staff in schools, and municipal staff through a program approved by the City Council acting as the South Jordan Redevelopment Agency (the "RDA") and that program is not a part of this approval. The affordable

housing will be deed restricted to insure that it remains as such for the next 50 years. The RDA will have the authority to enforce the restrictions. The units will be scattered around the project and will not differ in appearance from any other housing unit in the project.

## STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

**Findings:**

- The proposed development meets the applicable City Code standards and requirements as well as the requirements of the development agreement as adopted by the City Council at the time of the zone change.

**Conclusion:**

- The proposed preliminary Application meets the City Code and the development agreement requirements and thus should be approved.

**Recommendation:**

- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Application, unless during the hearing facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

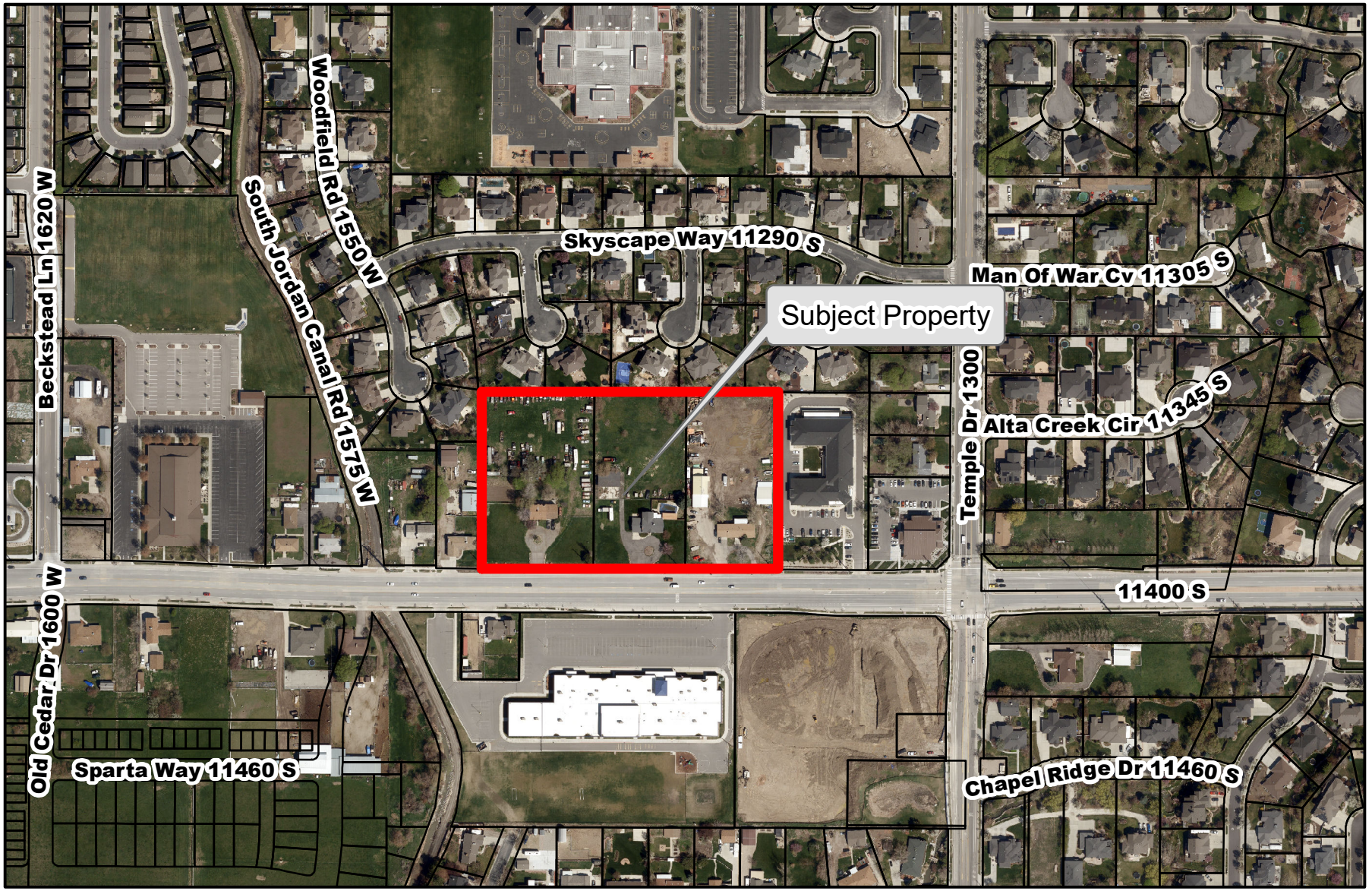
**ALTERNATIVES:**

- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.

**SUPPORT MATERIALS:**

- Aerial Map
- Zoning Map
- Preliminary Subdivision Plat
- Site Plan (O-4)
- Landscape Plan L-100
- Building Elevations (Architecture)
- Garbage Collection Plan
- Development Agreement
- Moderate Income Housing Agreement

Damir Drozdek, AICP
Planner III, Planning Department




**Legend**

STREETS

PARCELS

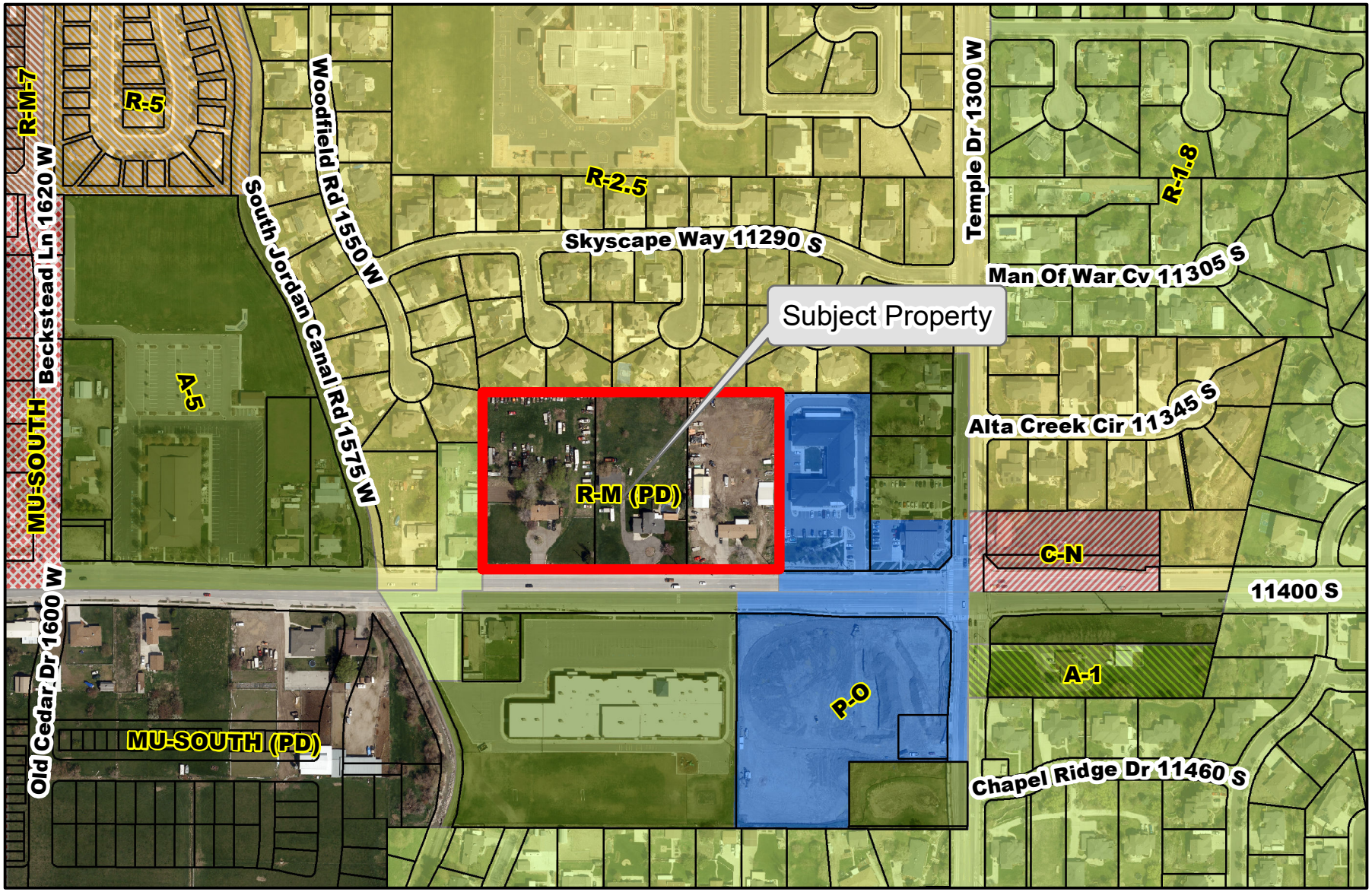
# Aerial Map

## *City of South Jordan*

0 105 210 420 630 840 Feet

Aerial Imagery
2019

ESRI




**Legend**

STREETS

PARCELS

# Zoning Map

## *City of South Jordan*

0 105 210 420 630 840 Feet

Aerial Imagery
2019

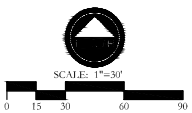
ESRI

# BINGHAM COURT

**PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SOUTH JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH**
**JANUARY 2020**




VICINITY MAP
NOT TO SCALE




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 13.67 | S89°57'58"E |
| L2 | 27.00 | S89°57'58"E |
| L3 | 22.33 | S89°57'58"E |
| L4 | 22.09 | S89°57'58"E |
| L5 | 79.54 | N00°03'15"E |
| L6 | 79.53 | N00°03'15"E |
| L7 | 79.52 | S00°03'15"W |
| L8 | 61.51 | N00°03'15"E |
| L9 | 27.00 | N89°56'45"W |
| L10 | 22.33 | N89°56'45"W |
| L11 | 35.00 | N89°56'45"W |
| L12 | 26.00 | N00°03'15"E |
| L13 | 13.00 | S00°03'15"W |
| L14 | 13.00 | S00°03'15"W |
| L15 | 27.00 | S89°56'45"E |
| L16 | 22.33 | S89°56'45"E |
| L17 | 35.00 | S89°56'45"E |
| L18 | 68.00 | N00°03'15"E |
| L19 | 68.00 | N00°03'15"E |
| L20 | 68.00 | N00°03'15"E |
| L21 | 55.00 | N00°03'15"E |
| L22 | 36.22 | S89°56'45"E |
| L23 | 22.33 | S89°56'45"E |
| L24 | 27.00 | S89°56'45"E |
| L25 | 85.55 | S89°56'45"E |

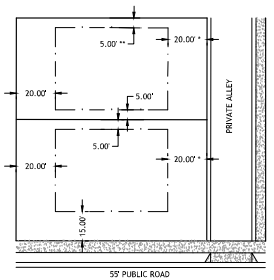
| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L26 | 5.97 | N35°43'47"W |
| L27 | 1.54 | S35°43'47"E |
| L28 | 0.42 | N00°03'15"E |
| L29 | 2.08 | N35°43'47"W |
| L30 | 15.00 | N89°56'34"W |
| L31 | 15.00 | N89°56'34"W |
| L32 | 35.20 | S00°03'15"W |
| L33 | 15.01 | N88°20'53"W |
| L34 | 15.00 | S89°56'45"E |
| L35 | 15.00 | N89°56'45"W |
| L36 | 15.00 | N89°56'45"W |
| L37 | 35.00 | S00°03'15"W |
| L38 | 15.00 | S89°56'45"E |
| L39 | 15.00 | S89°56'45"E |
| L40 | 1.54 | N35°50'17"E |
| L41 | 2.08 | N35°50'17"E |
| L42 | 5.97 | S35°50'17"W |
| L43 | 0.42 | S00°03'15"W |
| L44 | 15.00 | N89°56'45"W |
| L45 | 15.01 | N88°27'23"E |
| L46 | 15.00 | N89°56'45"W |
| L47 | 15.00 | N89°56'45"W |
| L48 | 34.80 | S00°03'52"W |
| L50 | 36.22 | S89°56'45"E |
| L51 | 22.33 | S89°56'45"E |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L52 | 27.00 | S89°56'45"E |
| L53 | 85.55 | S89°56'45"E |
| L54 | 55.00 | S00°03'15"W |
| L55 | 68.00 | S00°03'15"W |
| L56 | 68.00 | N00°03'15"E |
| L57 | 68.00 | S00°03'15"W |
| L58 | 13.00 | S00°03'15"W |
| L59 | 13.00 | S00°03'15"W |
| L60 | 35.00 | S89°56'45"E |
| L61 | 22.33 | S89°56'45"E |
| L62 | 27.00 | S89°56'45"E |
| L63 | 13.00 | S00°03'15"W |
| L64 | 13.00 | N00°03'15"E |
| L65 | 26.00 | S00°03'15"W |
| L66 | 13.00 | S00°03'15"W |
| L67 | 13.00 | S00°03'15"W |
| L68 | 35.00 | N89°56'45"W |
| L69 | 22.33 | N89°56'45"W |
| L70 | 27.00 | N89°56'45"W |
| L71 | 61.33 | S00°03'15"W |
| L72 | 79.32 | S00°03'15"W |
| L73 | 79.31 | S00°03'15"W |
| L74 | 79.30 | N00°03'15"E |
| L75 | 22.08 | S89°57'58"E |
| L76 | 22.33 | S89°57'58"E |

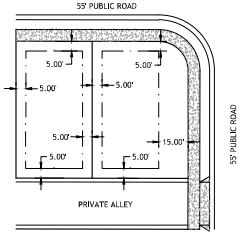
| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L77 | 27.00 | S89°57'58"E |
| L78 | 13.67 | S89°57'58"E |
| L79 | 22.09 | S89°57'58"E |
| L80 | 22.33 | S89°57'58"E |
| L81 | 27.50 | S89°57'58"E |
| L82 | 27.50 | S89°57'58"E |
| L83 | 22.33 | S89°57'58"E |
| L84 | 22.33 | S89°57'58"E |
| L85 | 27.50 | S89°57'58"E |
| L86 | 27.50 | S89°57'58"E |
| L87 | 22.33 | S89°57'58"E |
| L88 | 22.33 | S89°57'58"E |
| L89 | 27.50 | S89°57'58"E |
| L90 | 27.50 | S89°57'58"E |
| L91 | 22.33 | S89°57'58"E |
| L92 | 22.09 | S89°57'58"E |
| L93 | 61.48 | S00°03'15"W |
| L94 | 79.47 | S00°03'15"W |
| L95 | 79.47 | S00°03'15"W |
| L96 | 79.46 | S00°03'15"W |
| L97 | 79.45 | S00°03'15"W |
| L98 | 79.44 | S00°03'15"W |
| L99 | 79.43 | S00°03'15"W |
| L100 | 79.42 | S00°03'15"W |
| L101 | 79.41 | S00°03'15"W |

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L102 | 79.40 | S00°03'15"W |
| L103 | 79.39 | S00°03'15"W |
| L104 | 79.38 | S00°03'15"W |
| L105 | 79.37 | S00°03'15"W |
| L106 | 79.37 | S00°03'15"W |
| L107 | 61.36 | N00°03'15"E |
| L108 | 35.02 | N89°56'45"W |
| L109 | 22.33 | N89°56'45"W |
| L110 | 27.50 | N89°56'45"W |
| L111 | 27.50 | N89°56'45"W |
| L112 | 22.33 | N89°56'45"W |
| L113 | 22.33 | N89°56'45"W |
| L114 | 27.50 | N89°56'45"W |
| L115 | 27.50 | N89°56'45"W |
| L116 | 22.33 | N89°56'45"W |
| L117 | 22.33 | N89°56'45"W |
| L118 | 27.50 | N89°56'45"W |
| L119 | 27.50 | N89°56'45"W |
| L120 | 22.33 | N89°56'45"W |
| L121 | 35.00 | N89°56'45"W |
| L122 | 13.00 | N00°03'15"E |
| L123 | 13.00 | N00°03'15"E |
| L124 | 13.00 | N00°03'15"E |
| L125 | 13.00 | N00°03'15"E |

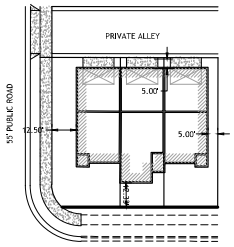
| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | ARC LENGTH | RADIUS | CHORD DIRECTION | CHORD LENGTH |
| C1 | 23.65 | 19.00 | N35°42'29"E | 22.15 |
| C2 | 23.66 | 19.00 | S35°37'13"E | 22.16 |
| C3 | 23.65 | 19.00 | N35°42'29"E | 22.15 |
| C4 | 23.66 | 19.00 | S35°37'13"E | 22.16 |
| C5 | 23.56 | 15.00 | S45°03'15"W | 21.21 |
| C6 | 23.56 | 15.00 | N44°56'45"W | 21.21 |
| C7 | 13.08 | 70.00 | N5°24'20"E | 13.06 |
| C8 | 28.10 | 45.00 | N17°50'16"W | 27.65 |
| C9 | 27.60 | 70.00 | N22°03'04"E | 27.42 |
| C10 | 27.60 | 70.00 | S21°56'34"E | 27.42 |
| C11 | 28.10 | 45.00 | S17°50'46"W | 27.65 |
| C12 | 13.08 | 70.00 | S5°17'50"E | 13.06 |
| C13 | 9.37 | 15.00 | S17°50'16"E | 9.22 |
| C14 | 38.71 | 70.00 | S74°12'37"W | 38.22 |
| C15 | 38.71 | 70.00 | N74°06'07"W | 38.22 |
| C16 | 9.37 | 15.00 | N17°56'46"E | 9.22 |
| C17 | 66.76 | 42.50 | N44°56'45"W | 60.10 |
| C18 | 66.76 | 42.50 | S45°03'15"W | 60.10 |
| C19 | 18.74 | 30.00 | N17°50'16"W | 18.43 |
| C20 | 15.53 | 70.00 | S39°42'05"W | 15.50 |
| C21 | 15.04 | 70.00 | S52°12'42"W | 15.01 |
| C22 | 15.04 | 70.00 | N52°06'12"W | 15.01 |
| C23 | 15.53 | 70.00 | N39°35'35"W | 15.50 |
| C24 | 18.74 | 30.00 | N17°56'46"E | 18.43 |




TYPICAL P - COTTAGE LOT SETBACKS (LOTS 1-18)
NOT TO SCALE




TYPICAL C - COTTAGE LOT SETBACKS (LOTS 22-27)
NOT TO SCALE




TYPICAL TOWNHOME SETBACKS
NOT TO SCALE

## NARRATIVE:

THIS SUBDIVISION PLAT WAS PREPARED AT THE REQUEST OF IVORY DEVELOPMENT FOR THE PURPOSE OF SUBDIVIDING THE PARCELS OF LAND KNOWN BY THE SALT LAKE COUNTY ASSESSOR AS PARCEL NUMBER 27-22-276-051, 27-22-276-052 AND 27-22-276-061 INTO LOTS, PARCELS, AND STREETS AS SHOWN HEREON.
EXISTING MONUMENTS SHOWN ON THIS PLAT WERE OBSERVED IN THEIR RECORD LOCATIONS.

## BASIS OF BEARING:

SOUTH 89°56'45" EAST 2648.32 FEET MEASURED, BEING THE SECTION LINE BETWEEN THE EAST QUARTER AND THE CENTER QUARTER OF SECTION 22 TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

## NOTES:

A. OWNERS AND POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT (THE "PROPERTY") SHOULD FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS, AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&RS) DOCUMENTS THAT MAY BE RECORDED AGAINST THE PROPERTY. OWNERS AND POTENTIAL PURCHASERS OF THE PROPERTY MUST COMPLY WITH ALL NOTES, EASEMENTS, CC&RS, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT, AS CURRENTLY EXISTING OR AS MAY FROM TIME TO TIME BE CHANGED AND/OR AMENDED. FAILURE TO ADHERE TO THE NOTES, LOT INFORMATION, EASEMENTS, CC&RS, OR OTHER DOCUMENTS RECORDED AGAINST THE PROPERTY COULD RESULT IN FINANCIAL LOSS OR CHANGES IN EXPECTED PROPERTY USE.
B. MANY AREAS IN THE CITY OF SOUTH JORDAN HAVE GROUNDWATER PROBLEMS DUE TO A HIGH OR FLUCTUATING WATER TABLE. CITY APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS, IF ANY.
C. THE OWNER CERTIFIES THAT THE TITLE REPORT DATED_____, WHICH WAS PREPARED BY _____, WAS PROVIDED TO OWNER'S SURVEYOR AND THAT THE PLAT SHOWS ALL EASEMENTS AND ENCUMBRANCES LISTED IN SAID TITLE REPORT.
D. FINISH FLOOR ELEVATIONS MUST NOT EXCEED FOUR FEET ABOVE TOP BACK OF CURB.
E. THE DEVELOPMENT OF THIS SUBDIVISION IS GOVERNED BY A DEVELOPMENT AGREEMENT RECORDED ON SEPTEMBER 10, 2019, BOOK 10827, PAGE 6445, ENTRY #13070312 WHICH INCLUDES SPECIFIC SETBACK REQUIREMENTS, DESIGN STANDARDS, AND ARCHITECTURE STANDARDS FOR THIS SUBDIVISION.
F. FINISH FLOOR ELEVATIONS SHOULD BE FOUNDED A MINIMUM OF 3 FEET ABOVE THE MEASURED GROUNDWATER ELEVATIONS. FOUNDATION DRAINS SHOULD BE IMPLEMENTED IF FINISHED FLOOR ELEVATIONS ARE PLANNED TO BE CLOSER THAN 3 FEET ABOVE THE HIGHER GROUNDWATER ELEVATION. SEE SOILS REPORT FOR ADDITIONAL DETAIL.
G. SHALLOW SEWER DEPTHS. CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.
H. COMMON AREAS AND PRIVATE LANES TO BE PUE'S.
I. HOMES ON LOTS 3, 4, 9, 10, 15, AND 16 TO ONLY BE RAMBLERS.
J. PRIVATE LANES AND PARKING AREAS TO BE MAINTAINED BY HOA.
K. R-TANK DETENTION SYSTEM TO BE MAINTAINED BY HOA.

| LOT NUMBER | ADDRESS | LOT NUMBER | ADDRESS |
|---|---|---|---|
| 1 | 11351 S. 1450 W. | 28 | 11380 S. 1458 W. |
| 2 | 11341 S. 1450 W. | 29 | 11380 S. 1462 W. |
| 3 | 11331 S. 1450 W. | 30 | 11380 S. 1466 W. |
| 4 | 11334 S. 1450 W. | 31 | 11380 S. 1465 W. |
| 5 | 11342 S. 1450 W. | 32 | 11380 S. 1461 W. |
| 6 | 11352 S. 1450 W. | 33 | 11380 S. 1457 W. |
| 7 | 11351 S. 1420 W. | 34 | 11380 S. 1445 W. |
| 8 | 11341 S. 1420 W. | 35 | 11380 S. 1441 W. |
| 9 | 11331 S. 1420 W. | 36 | 11380 S. 1437 W. |
| 10 | 11334 S. 1420 W. | 37 | 11380 S. 1431 W. |
| 11 | 11342 S. 1420 W. | 38 | 11380 S. 1427 W. |
| 12 | 11352 S. 1420 W. | 39 | 11380 S. 1423 W. |
| 13 | 11351 S. 1385 W. | 40 | 11380 S. 1419 W. |
| 14 | 11341 S. 1385 W. | 41 | 11380 S. 1415 W. |
| 15 | 11331 S. 1385 W. | 42 | 11380 S. 1411 W. |
| 16 | 11334 S. 1385 W. | 43 | 11380 S. 1407 W. |
| 17 | 11342 S. 1385 W. | 44 | 11380 S. 1403 W. |
| 18 | 11352 S. 1385 W. | 45 | 11380 S. 1399 W. |
| 19 | 11380 S. 1368 W . | 46 | 11380 S. 1395 W. |
| 20 | 11380 S. 1372 W. | 47 | 11380 S. 1391 W. |
| 21 | 11380 S. 1376 W. | 48 | 11380 S. 1377 W. |
| 22 | 11380 S. 1392 W. | 49 | 11380 S. 1373 W. |
| 23 | 11380 S. 1398 W. | 50 | 11380 S. 1369 W. |
| 24 | 11380 S. 1402 W. | A | 11361 S. 1450 W. |
| 25 | 11380 S. 1428 W. | B | 14211 W. 11360 S. |
| 26 | 11380 S. 1438 W. | C | 11360 S. 1385 W. |
| 27 | 11380 S. 1446 W. | | |

## SURVEYOR'S CERTIFICATE

I, TYLER E. JENKINS DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 4938730 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

### BINGHAM COURT

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.




## BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 11400 SOUTH STREET AND THE WESTERLY BOUNDARY LINE OF OUR HOUSE SUBDIVISION, SAID POINT BEING N89°56'45"W 435.00 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER AND N00°03'15"E 46.70 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N89°57'58"W 675.00 FEET; THENCE N00°03'15"E 405.54 FEET TO THE SOUTHERLY BOUNDARY LINE OF JORDAN MEADOWS SUBDIVISION; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE S89°56'45"E 675.00 FEET TO SAID WESTERLY BOUNDARY LINE; THENCE ALONG SAID WESTERLY BOUNDARY LINE S00°03'15"W 405.30 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.28 ACRES OR 273,658 SQUARE FEET IN AREA, 50 LOTS AND 3 PARCELS.

## OWNER'S DEDICATION

I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN HEREON TO BE HEREAFTER KNOWN AS:

### BINGHAM COURT

AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND RIGHTS-OF-WAY AS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND DO HEREBY GRANT UNTO EACH PRIVATE UTILITY COMPANY AND PUBLIC UTILITY AGENCY PROVIDING UTILITY SERVICES TO THIS PROJECT, A PERPETUAL NON-EXCLUSIVE EASEMENT IN ALL AREAS SHOWN HEREON TO INSTALL, USE, KEEP, MAINTAIN, REPAIR AND REPLACE AS REQUIRED, UNDERGROUND UTILITY LINES, PIPES AND CONDUITS OF ALL TYPES AND APPURTENANCES THERETO SERVING THIS PROJECT.

_____
NAME: CHRISTOPHER P. GAMVROULAS
TITLE: PRESIDENT OF IVORY DEVELOPMENT

## ACKNOWLEDGEMENT

ON THE _____ DAY OF _____ A.D., 2020, CHRISTOPHER P. GAMVROULAS PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN THE STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

| NOTARY PUBLIC | COMMISSION NUMBER | SIGNATURE |
|---|---|---|
| _____ | _____ | _____ |

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH. COMMISSION EXPIRES_____

## BINGHAM COURT

**PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SOUTH JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH**

## SHEET 1 OF 2

**SOUTH JORDAN CITY MAYOR**
APPROVED AS TO FORM THIS____ DAY OF_____ A.D., 20____.
ATTEST:CITY CLERK — MAYOR — DATE

| DATE | REVISIONS | BY |
|---|---|---|
| | | |

**SOUTH VALLEY SEWER DISTRICT**
APPROVED THIS____ DAY OF_____ A.D., 20____, BY THE SOUTH VALLEY SEWER DISTRICT.
GENERAL MANAGER — DATE

**PUBLIC UTILITY APPROVAL**
CENTURY LINK:_____ DATE:_____
ROCKY MNT POWER:_____ DATE:_____
DOMINION ENERGY: _____ DATE:_____
COMCAST:_____ DATE:_____
OTHER:_____ DATE:_____

**HEALTH DEPARTMENT**
APPROVED THIS____ DAY OF_____ A.D., 20____, BY SLCO HEALTH DEPARTMENT.
SIGNED — DATE

**CITY PLANNING**
APPROVED THIS____ DAY OF_____ A.D., 20____.
CITY PLANNER — DATE

**CITY ENGINEER**
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
SOUTH JORDAN CITY ENGINEER — DATE

**OFFICE OF THE CITY ATTORNEY**
APPROVED AS TO FORM THIS____ DAY OF_____ A.D., 20____.
ATTORNEY FOR SOUTH JORDAN CITY — DATE

**OWNER / DEVELOPER**
IVORY DEVELOPMENT, LLC
978 EAST WOODOAK LANE
SALT LAKE CITY, UTAH 84117

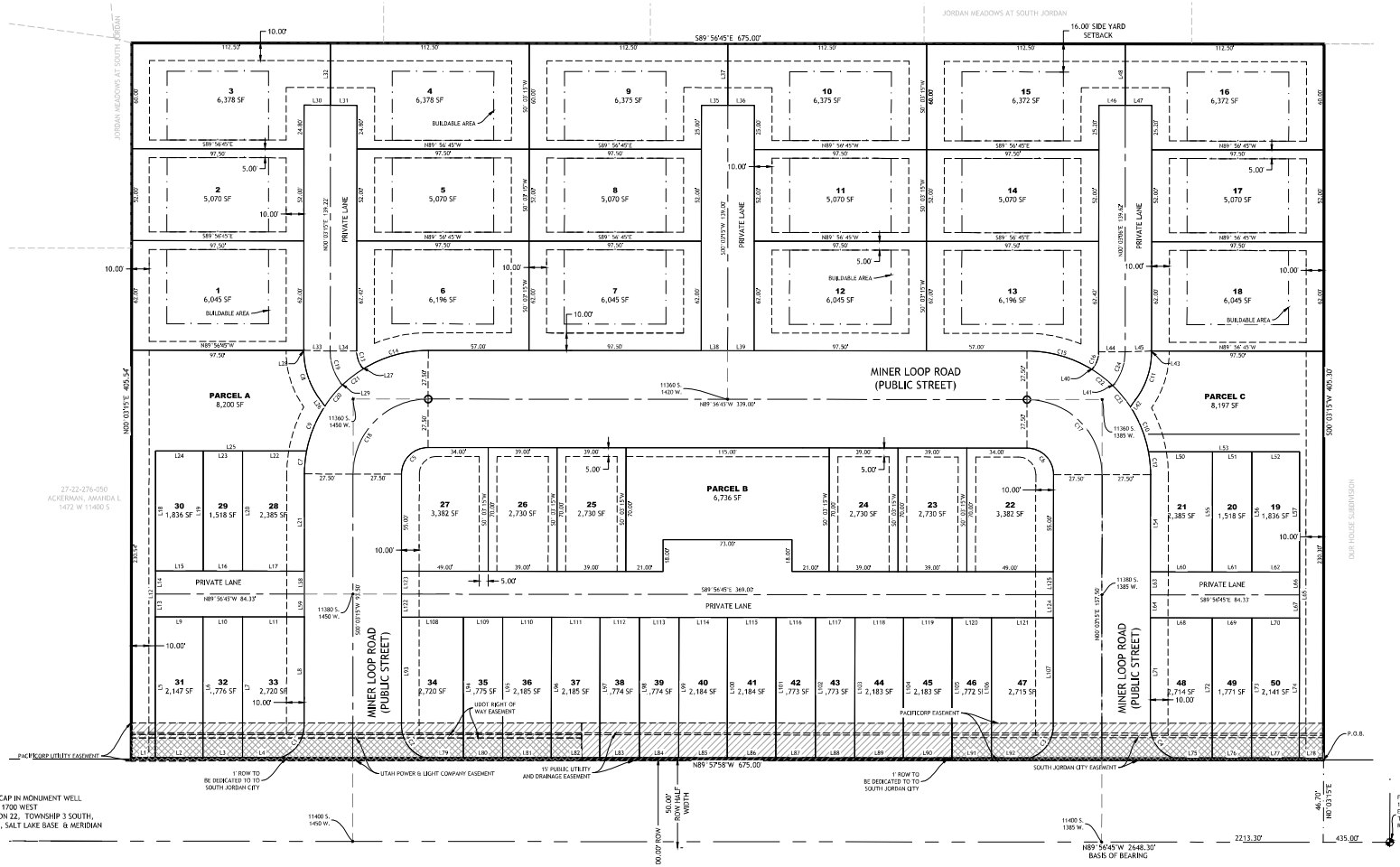
EDM Partners LLC
3980 S. 700 E., #22 Salt Lake City, UT 84107
(801) 305-4670 www.edmpartners.com

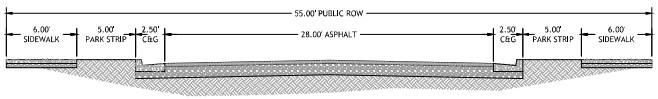
**SALT LAKE COUNTY RECORDER**
RECORDED #_____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:_____
DATE:_____ TIME:_____ BOOK:_____ PAGE:_____
FEE — SALT LAKE COUNTY RECORDER

© Ivory Group Developer LTD Projects Bingham Court Drawings BINGHAM COURT Plat.dwg

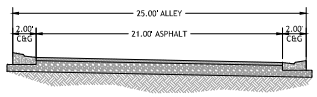
# BINGHAM COURT

PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH
JANUARY 2020

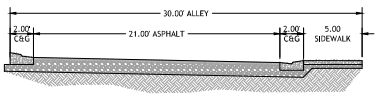



PUBLIC ROW ROAD SECTION
NOT TO SCALE




PRIVATE ALLEY A SECTION
NOT TO SCALE




PRIVATE ALLEY B SECTION
NOT TO SCALE

OWNER / DEVELOPER

IVORY DEVELOPMENT, LLC
978 EAST WOODOAK LANE
SALT LAKE CITY, UTAH 84117

| DATE | REVISIONS | BY |
|---|---|---|

BINGHAM COURT
PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 22,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH

SHEET 2 OF 2

EDM Partners LLC
3980 S. 700 E., #22 Salt Lake City, UT 84107
(801) 305-4670 www.edmpartners.com

SALT LAKE COUNTY RECORDER

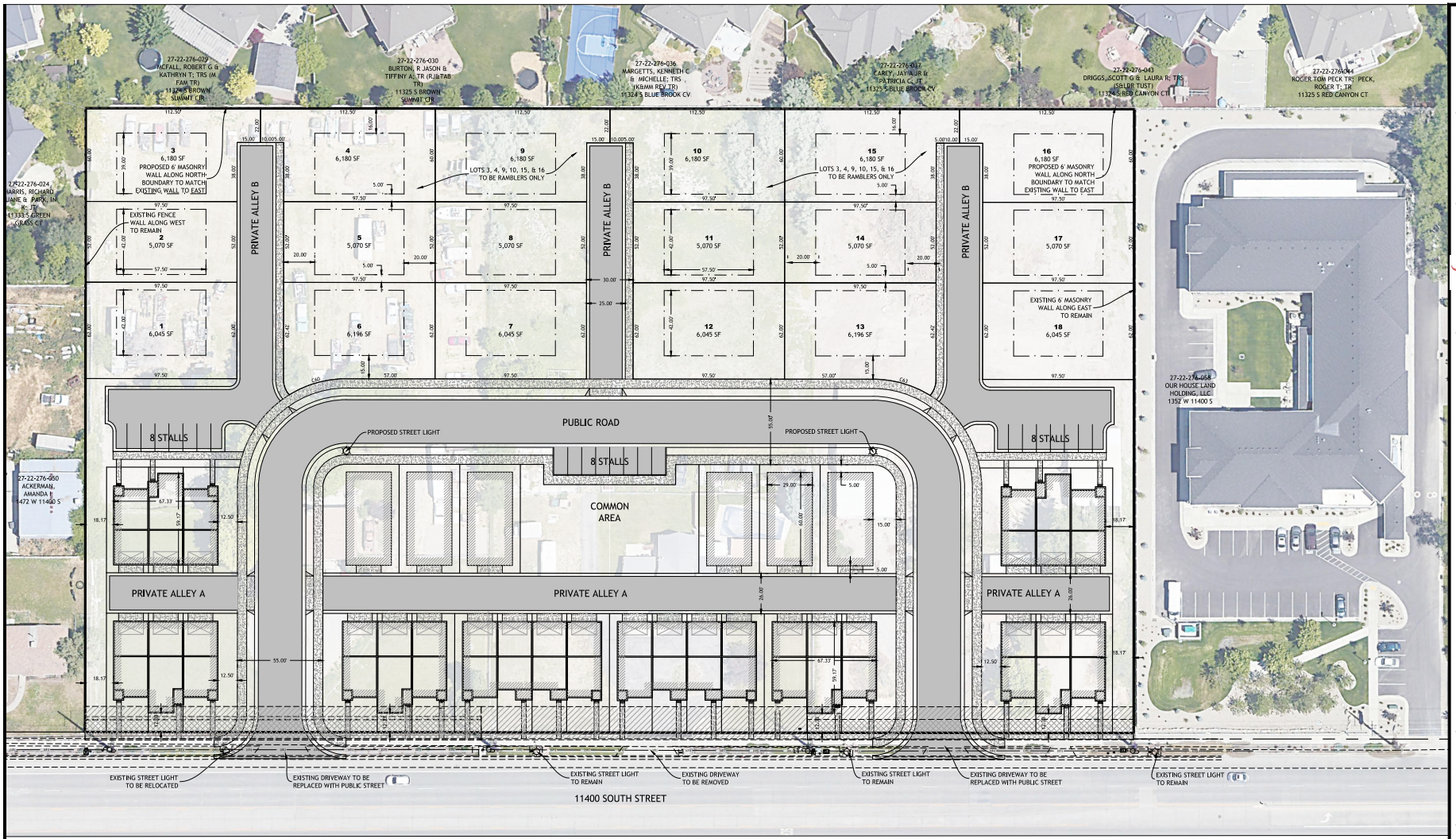
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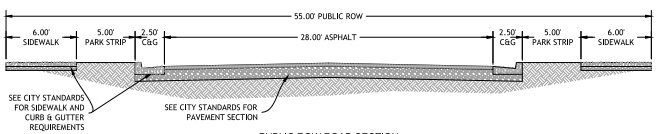
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DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

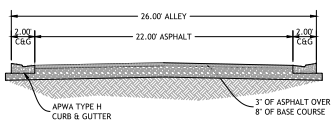
FEE_____ SALT LAKE COUNTY RECORDER

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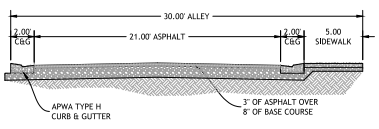



PUBLIC ROW ROAD SECTION
NOT TO SCALE




PRIVATE ALLEY A SECTION
NOT TO SCALE




PRIVATE ALLEY A SECTION
NOT TO SCALE

EDM Partners
3980 S 700 E, #22 Salt Lake City, UT 84107
(801) 305-4670 www.edmpartners.com

SCALE: 1" = 30'
0 15 30 60 90

DEVELOPER:
**Ivory Development**
**978 East Woodoak Lane**
**Salt Lake City, UT 84117**
**801-747-7000**

IVORYHOMES
Utah's Number One Homebuilder

NOTES:

STATISTICS:

| | |
|---|---|
| TOTAL AREA = | 6.28 ACRES |
| P - COTTAGE LOTS = | 18 |
| C - COTTAGE LOTS = | 6 |
| TOWN HOME LOTS = | 26 |
| TOTAL LOTS = | 50 |
| DENSITY = | 7.96 UNITS/ACRE |

# Bingham Court

Conceptual Site Plan

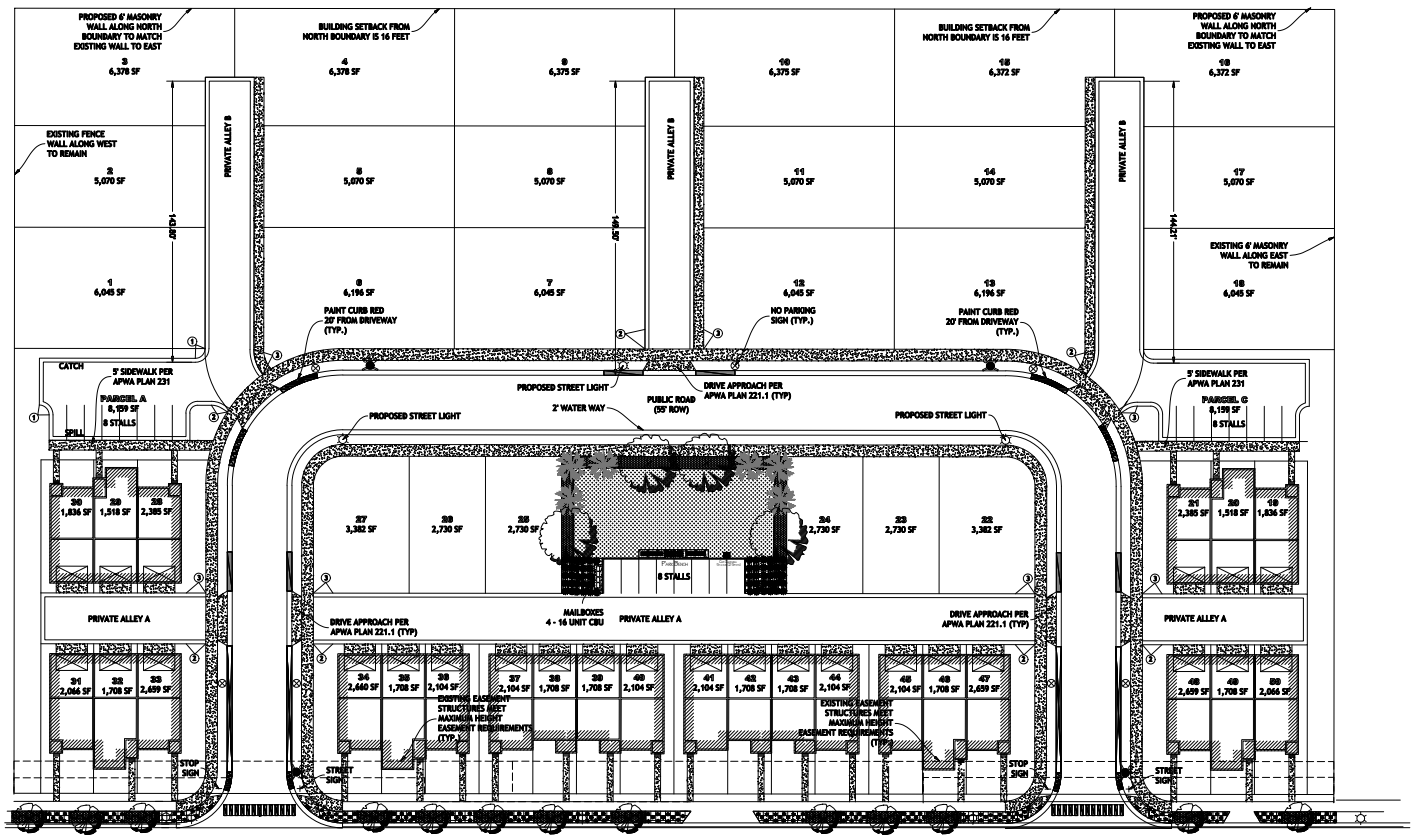
PROJECT:
DRAWN BY: NMM
REVIEWED BY: PMD
REVISIONS:

| No. | DATE: | REMARKS |
|---|---|---|

DATE: June 26, 2019

SHEET NUMBER:
O-1

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# LEGEND

| | Qty | Common Name | | Qty | Common Name |
|---|---|---|---|---|---|
| Flower, Grass | | | | 65 | Spiraea, Little Princess |
| | 57 | Festuce, 'Elijah Blue' | Tree, Deciduous | | |
| | 60 | Grass, 'Karl Foerster' | | 15 | Crabapple, Flowering |
| Flower, Perennial | | | | 4 | Maple, Red, Autumn Blaze |
| | 121 | Daylily, Stella d'Oro | Tree, Evergreen | | |
| Shrub, Deciduous | | | | 6 | Colorado Spruce |

- Central Open Shape/ Grass Area (4,500 SF)
- 3/4"- 1" Landscape Rock/ Planting Area (2,460 SF)
- 1 1/2"- 2" Landscape Rock/ Planting Area (2,730 SF)

- Total Landscaped Square Footage in Planting Areas= 5,190sf-

1. 178/1 Gallon Grasses and Flowers- 4sf each= 712sf
2. 60/1 Gallon Grasses- 9sf each= 540sf
3. 65/5 Gallon Plants- 25sf each= 1,625sf

-Plant Coverage is 2,877sf or 55% of Planting Areas-

1"= 30'

LMS INC.
Design Build
Landscape Design
Irrigation Design
Lighting Design
Digital Image Design

P.O. Box 1798
West Jordan, Utah, 84084
Office: 801-282-6303
Fax: 801-282-3076
Web:www.lmsinc.blogspot.com

The pages contained in these drawings including all Landscape Sheets, Irrigation Sheets, Lighting Sheets, and Digital Design Sheets, are the property of LMS, Inc.and can not be copied or duplicated without the written permission of LMS, Inc.

# Ivory Homes- Bingham Court
## 11400 South 1300 West
## South Jordan City, Utah

JOB NAME

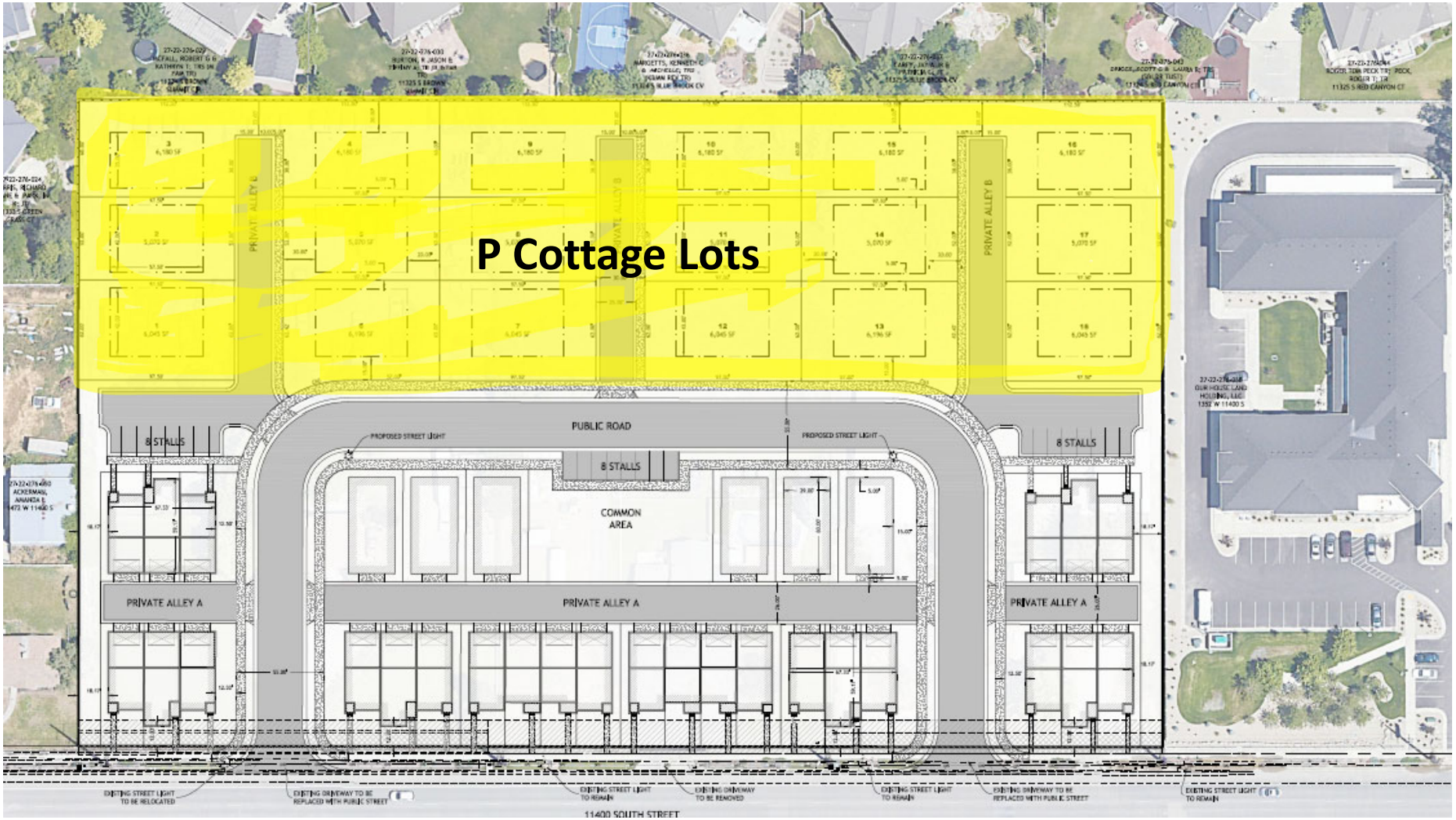
DATE:
01/30/2020

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L-100

# Architectural Standards and Styles

- P Plans
- C Cottages
- Townhomes


P Cottage Lots
PUBLIC ROAD
8 STALLS
8 STALLS
8 STALLS
COMMON AREA
PRIVATE ALLEY A
PRIVATE ALLEY A
PRIVATE ALLEY A
PRIVATE ALLEY B
PRIVATE ALLEY B
PROPOSED STREET LIGHT
PROPOSED STREET LIGHT
11400 SOUTH STREET

# P-Plans

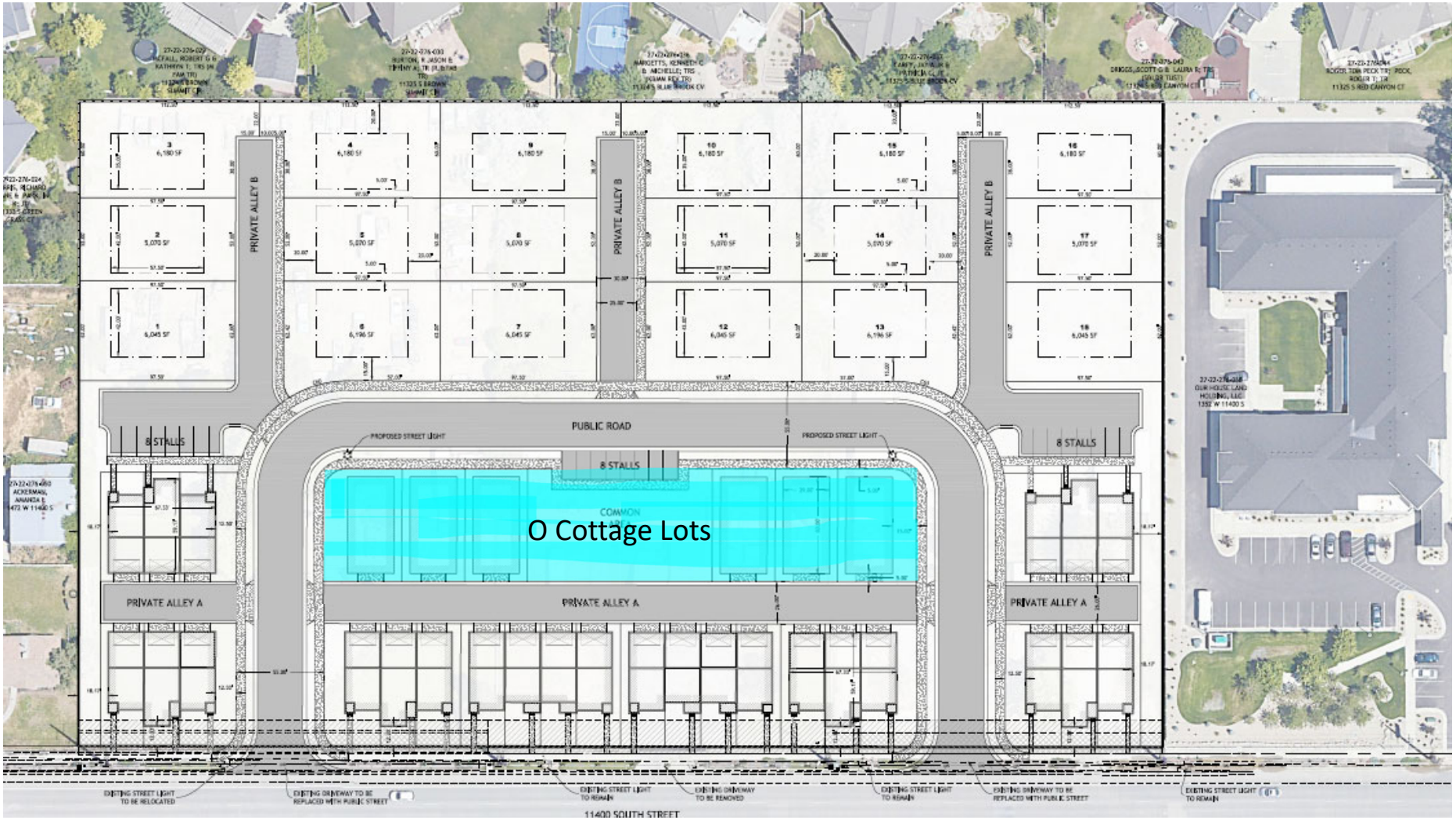




# P-Plans






PRIVATE ALLEY B
PRIVATE ALLEY B
PRIVATE ALLEY B
PUBLIC ROAD
8 STALLS
8 STALLS
8 STALLS
PROPOSED STREET LIGHT
PROPOSED STREET LIGHT
COMMON
O Cottage Lots
PRIVATE ALLEY A
PRIVATE ALLEY A
PRIVATE ALLEY A
EXISTING STREET LIGHT TO BE RELOCATED
EXISTING DRIVEWAY TO BE REPLACED WITH PUBLIC STREET
EXISTING STREET LIGHT TO REMAIN
EXISTING DRIVEWAY TO BE REMOVED
EXISTING STREET LIGHT TO REMAIN
EXISTING DRIVEWAY TO BE REPLACED WITH PUBLIC STREET
EXISTING STREET LIGHT TO REMAIN
11400 SOUTH STREET

# Cottages

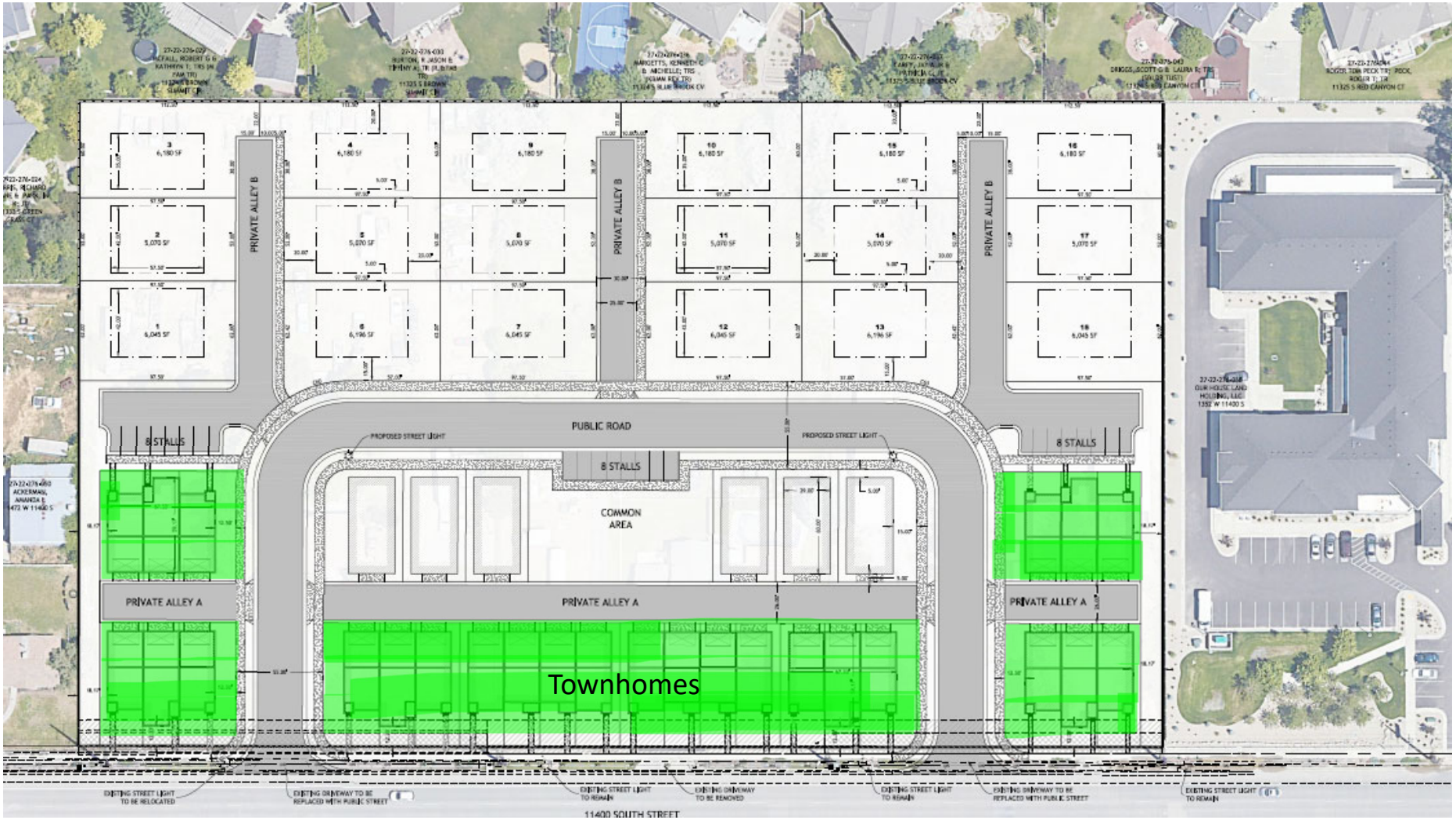








# Cottages


PRIVATE ALLEY B
PRIVATE ALLEY B
PRIVATE ALLEY B
PUBLIC ROAD
PROPOSED STREET LIGHT
PROPOSED STREET LIGHT
8 STALLS
8 STALLS
8 STALLS
COMMON AREA
PRIVATE ALLEY A
PRIVATE ALLEY A
PRIVATE ALLEY A
Townhomes
EXISTING STREET LIGHT TO BE RELOCATED
EXISTING DRIVEWAY TO BE REPLACED WITH PUBLIC STREET
EXISTING STREET LIGHT TO REMAIN
EXISTING DRIVEWAY TO BE REMOVED
EXISTING STREET LIGHT TO REMAIN
EXISTING DRIVEWAY TO BE REPLACED WITH PUBLIC STREET
EXISTING STREET LIGHT TO REMAIN
11400 SOUTH STREET





# Towns


BIG D CONSTRUCTION



# Towns

# Landscape Standards and Typical Design

# IVORYHOMES
## Landscape Standards

*These Landscape standards are intended to apply to front yard landscaping and attempt to quantify the goals set forth in the Ivory Homes document: Water-wise Landscaping.*

### Lots up to 8,000 square feet

**Interior lot**
Front yard trees: minimum 2 trees. May be shade, accent or evergreen
Street Trees: At least one per lot
Shrubs: minimum 15. May be tall or medium shrubs.
Groundcover or Perennial Flowers: Minimum 15
Lawn: Maximum 60% exclusive of park strips. See General Standards below.

**Corner lot**
Front yard trees: minimum 2 trees. May be shade, accent or evergreen
Street Trees: At least two per lot
Shrubs: minimum 30. May be tall or medium shrubs.
Groundcover or Perennial Flowers: Minimum 20
Lawn: Maximum 70% exclusive of park strips. See General Standards below.

### General Standards:

**Lawn.** It is understood that driveways and walks are a part of the front yard; otherwise, 100% of the front yard shall be planted either with lawn or be provided as shrub bed. The maximum allowable amount of lawn is specified above.

**Shrub beds** are to be planted with shrubs at appropriate spacings:

- 6 feet on center for tall shrubs;
- 4 feet on center for medium shrubs;
- 12 to 24 inches for groundcovers and perennials; and
- Exposed soil surfaces in shrub beds are to be covered with mulch.

**Front yard Trees** are those trees required to be installed in the front yard. These are to be installed by the Homeowner.

**Street Trees.** Street trees are to be provided by Ivory Homes and installed by the homeowner per the community Street Tree Planting Plan. If driveway or utilities locations conflict with the street tree's placement, it may be eliminated or may require adjustment to the tree's location.

All trees and shrubs shall be selected from the **Suggested Plant List: Water-wise Plants**, as provided by Ivory Homes.

**Landscaping.** To protect and preserve the integrity of the footings and foundations of the home and other structures constructed on the Property after Closing, Buyer shall not install or have installed any sod or other water-intensive plants directly abutting any foundation. As required in the CC&Rs, Buyer shall be responsible to maintain a minimum of five (5) feet between the exterior of the foundation and any sod or other water-intensive plants ("Restricted Landscape Zone"). If approved as part of the Buyer's landscape plan under the CC&Rs, the Restricted Landscape Zone may be used as a planting bed, subject to restrictions in the CC&Rs regarding slope, grading, and drainage and subject to the restrictions below regarding irrigation systems.

**Irrigation.** To preserve and protect the integrity of the footings, foundation, and exterior of the home, upon Closing Buyer shall place, install or cause to be placed and installed all irrigation/sprinkler system spray heads, lines, valves and, stop & waste valves, a minimum of five (5) feet from the foundation of the home. Only hand watering or drip irrigation is allowed within five (5) feet of the foundation. Additionally, Buyer shall be responsible to ensure that water spray from an irrigation/sprinkler head does not hit the foundation, home exterior, or within the five (5) foot Restricted Landscape Zone.

**Installation.** All front and rear yard landscaping must be installed within 9 months of occupancy.

**CC & Rs.** Refer to the subdivision CC & Rs and regulations relating to landscaping and irrigation requirements.



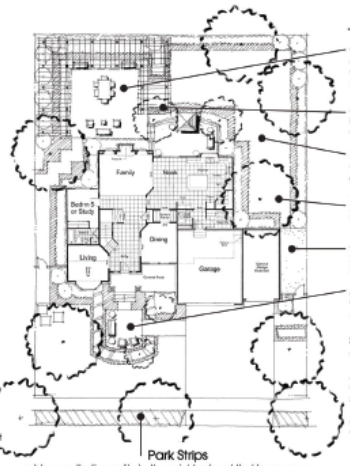

The landscape designs shown are examples only and are intended to show one possible compliance with the standards outlines herein. You may provide a completely different design to accomplish the same objectives.

# IVORYHOMES
## WATER-WISE LANDSCAPING
PHOTO-TYPE

IVORY HOMES IS PROUD TO OFFER THIS CONCEPTUAL LANDSCAPE PLAN AND SUGGESTIONS TO ASSIST HOME BUYERS IN LANDSCAPING THEIR YARDS IN A WATER-WISE AND FAITH-BASED APPROACH.

R. MICHAEL KELLY
CONSULTANTS






### Street Trees
...can contribute to the neighborhood aesthetic, but they also shade and cool pavements. This can help reduce ambient temperatures and help reduce cooling costs. Planting and caring for street trees is an important element in improving your community's long-term sustainability.

*Installation:*
Your community may have street trees that have been installed. In other cases, you may be expected to provide and plant the street trees. In either case, your street trees will be part of an overall community street tree plan. Check the covenants or other materials you received and make sure that you plant required street trees in accordance with the plan provided.

*Maintenance:*
You have an important responsibility to properly maintain your street trees. If one home owner neglects to plant or properly maintain street trees in front of their home, the entire neighborhood feels the effect.

- Be certain that adequate **water** is provided to your street trees so that they will be healthy.
- **Prune** as necessary to prevent problems or disease, but don't over-prune to modify the natural shape of the tree.
- **Staking** is not normally necessary, but if your tree is not growing straight, it may be important.
- Trees should be **fertilized** annually. Commercial fertilizers are available in many forms. Check with your local nurseryman for recommendations.

### Park Strips
...add an aesthetic quality to the neighborhood that becomes a communal benefit. But being surrounded by pavements, park strips are hot and dry out quickly, so lawn is not the best choice for these areas. A good alternative is to plant your park strip with a single groundcover. The simplicity of a single material will be sufficient to provide individual identity for your home, but keep the overall neighborhood fabric from becoming too busy. Some good choices for park strip plantings are:

- *Ajuga reptans (carpet bugle): short, dark green and bronze with purple flowers in summer;*
- *Cerastium tomentosa (snow in summer): short, blue-grey with white flowers in late spring;*
- *sedum spurium (dragon's blood sedum): short, bronze-green with red blossoms in spring;*
- *Thymus serphyllum (mother of thyme): short, soft green with lavender flowers in summer; and*
- *Vinca minor (dwarf periwinkle): trailing, deep rich green with purple flowers in spring.*

Gravel and rock are discouraged because they add to the problem of reflected, radiant heat. However, use pavers to provide pedestrian access.





### Water-Wise Landscape Ideas

Generous paved **patios and terraces** provide not only outdoor living spaces and entertainment opportunities, but they reduce the amount of watering in your yard. Remember: It's important to shade these paved surfaces...

An **arbor, trellis, or roofed garden structure** can help define spaces but also add shade and help to reduce evaporation.

Reduce the amount of **lawn** to that necessary for outdoor activities. A good goal for the front yard is a maximum of 60 to 70 per cent of the total planted area.

Place **shade trees** to maximize their effect on solar modification or protection from wind.. Consider needs for both the yard and the house.

Consider making **utility areas** or *out-of-sight* side yards a hard-surface pavement or gravel surface to reduce water useage.

Consider using additional **pavements** in the front yard. They can provide an inviting entry space. It will also reduce the area requiring irrigation.

**Space plants adequately** to provide, at maturity, coverage and shade for the soil.

A **wood bark mulch** in newly -planted beds can help condition soil and reduce evaporation from the soil surface.

Consider alternate **surfaces in play areas** such as sand or wood chips made especially for play areas.





### Ideas for Irrigation Systems

An automatic irrigation system, when properly maintained and monitored, can reduce water waste.

Make sure that lawn areas and shrub beds are on separate water valves. Shrubs use much less water than lawn, so should be watered less. Separating the valves and monitoring water needs will save water.

When laying out your system, also consider microclimates. The north and east sides of your house will be in shade longer than the south and west sides.

Drip irrigation systems can be effective in shrub beds and will help conserve water.

Water your yard during early-morning hours to help minimize evaporation.

### Suggested Plant List - Water-Wise Plants

First, these lists are not exhaustive. They are meant to give some examples of the plant materials that can be used to save water, but allow interest and variety in your landscape. Consult with a nurseryman or landscape architect to explore other possibilities—there are many.

**Shade Trees**
Use to provide shade to protect plantings and reduce evapo-transpiration from plant materials. Shade will reduce water use of plant materials in the hot summer months. Consider placement in relation to predominant solar aspect and use to reduce solar impact of summer sun on the house. This can reduce the amount of energy used to cool your home.

| | |
|---|---|
| *Acer platanum* | Rocky Mountain Maple |
| *Celtis occidentalis* | Common Hackberry |
| *Sophora japonica* | Japanese Pagoda tree |

**Accent Trees**
Use in areas where large trees are not practical. Can help with solar modification as well as adding aesthetic enhancements.

| | |
|---|---|
| *Acer campestre* | Hedge Maple |
| *Crataegus phoenopyrum* | Washington Thorn |
| *Koelreuteria paniculata* | Goldenrain Tree |

**Evergreen Trees**
Use in locations where you would shade trees, but find the year-round foliage of an evergreen advantageous. Remember that using evergreens to shade the house can reduce the valuable solar benefits of the winter sun. And make sure you have the space for it to grow!

| | |
|---|---|
| *Picea pungens* | Colorado Spruce |
| *Pinus spp.* | Pine |

**Tall Shrubs**
These are shrubs that will grow to 6 feet tall or more. Verify their potential size and carefully consider their placement. Use to accent or soften architectural lines. May be valuable at corners and beside tall architectural elements. Planted in masses, or groupings, they can help screen for privacy or views. They can create shade to affect microclimates in planting beds.

| | |
|---|---|
| *Amelanchier alnifolia* | Servicaberry |
| *Cotoneaster spp.* | Cotoneaster |
| *Ligustrum vulgare* | Common Privet |
| *Physocarpus monogyna* | Mountain Ninebark |

**Medium Shrubs**
These are shrubs that will grow from only 2 feet tall to about 5 feet tall. Become familiar with the plants' individual characteristics to understand their ultimate height and spread. Shrubs should be planted so that when they mature to their ultimate size they should touch—without overcrowding—in order to fill the shrub bed. This will shade the soil surface and help conserve water by reducing evaporation.

| | |
|---|---|
| *Cotoneaster spp.* | Cotoneaster |
| *Juniperus spp.* | Juniper |
| *Pinus mugo mughus* | Mugho Pine |
| *Potentilla fruticose* | Shrubby Cinquefoil |
| *Yucca spp.* | Adam's Needle |

**Groundcovers**
Groundcovers are a valuable tool to help cover the soil and reduce evaporation thereby helping to conserve water. Most will spread over time and effectively cover bare soil. Be careful with those that can be extremely aggressive.

| | |
|---|---|
| *Ajuga reptans* | Carpet Bugle |
| *Hypericum calycinum* | Creeping St. Johnswort |
| *Thymus serphyllum* | Mother of Thyme |
| *Vinca minor* | Dwarf Periwinkle |

**Vines**
Vines can add interest to your garden and can also help modify micro-climatic conditions. A vine climbing over a trellis or arbor can provide some shade where there is not sufficient space for a tree.

| | |
|---|---|
| *Lonicera spp.* | Honeysuckle |
| *Polygonum aubertii* | Silverlace Vine |

**Perennial Flowers**
Colorful flowers always bring a garden to life. A water-wise landscape does not need to forgo their color. The right combinations can provide year-round color. These flowers are all water-wise and should be used freely to brighten your garden.

| | |
|---|---|
| *Alyssum saxatile* | Basket of Gold |
| *Echinacea purpurea* | Purple Coneflower |
| *Gaillardia spp.* | Blanket flower |
| *Hemerocallis spp.* | Daylily |
| *Heuchera sanguinea* | Coral bells |
| *Iris spp.* | Iris |
| *Lavendula angustifolia* | English Lavender |
| *Rudbeckia spp.* | Black-eyed Susan |

**SUPPLEMENTAL RULES FOR**

**Bingham Court**

***Garbage Collection Plan***

Adopted this _____ day of _____,2020

1. Supplemental Rules Applicable to Bingham Court

1.1 Bingham Court is a master-planned development. Consistent with the provisions of the Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Bingham Court (the "Master Declaration") these Supplemental Rules ("Garbage Collection Plan") is adopted by the Bingham Court Master Association (the "Association"). Pursuant to Section 57-8a-217(6) of the Act and the Master Declaration, the statutory rule-making process set forth in Section 57-8a-217(2) of the Act is inapplicable to these Supplemental Rules.

1.2 The Garbage Collection Plan is in addition to and intended to supplement the Rules of the Bingham Court Master Association (the "Rules"). Nothing in this Garbage Collection Plan is intended or should be construed to invalidate or impair the enforceability of the Rules with respect to Bingham Court.

2. GARBAGE COLLECTION PLAN

2.1 In addition to the general provisions in the Rules governing Garbage Disposal within the Bingham Court master-planned development, the following specific provisions shall apply to Bingham Court:

2.1.1 A Garbage Collection Plan is adopted an included as Exhibit "A" of the Supplemental Rules for Bingham Court.

2.1.2 All garbage can disposal must conform to the Garbage Collection Plan in regards to placement of specific cans in their respective Pick-Up Zones.

2.1.3 No garbage cans may remain in a Garbage Collection Pick-Up Zone outside of the twelve (12) hours before and twelve (12) hours after the regularly scheduled garbage can collection day.

2.1.4 All Garbage Collection Pick-Up Zones are located in "No-Parking" areas of the community. No owner may cause to obstruct a Garbage Collection Pick-Up Zone.

2.2 If there is a dispute regarding the placement of garbage can placement, such as what area constitutes the correct Garbage Can Collection Pick-Up Zone, the decision of the Management Committee shall be final, binding and conclusive.

**IN WITNESS WHEROF**, the foregoing SUPPLEMENTAL RULES for BINGHAM COURT have been adopted by the Management Committee of the Bingham Court Master Association and are effective as of the date first written above.

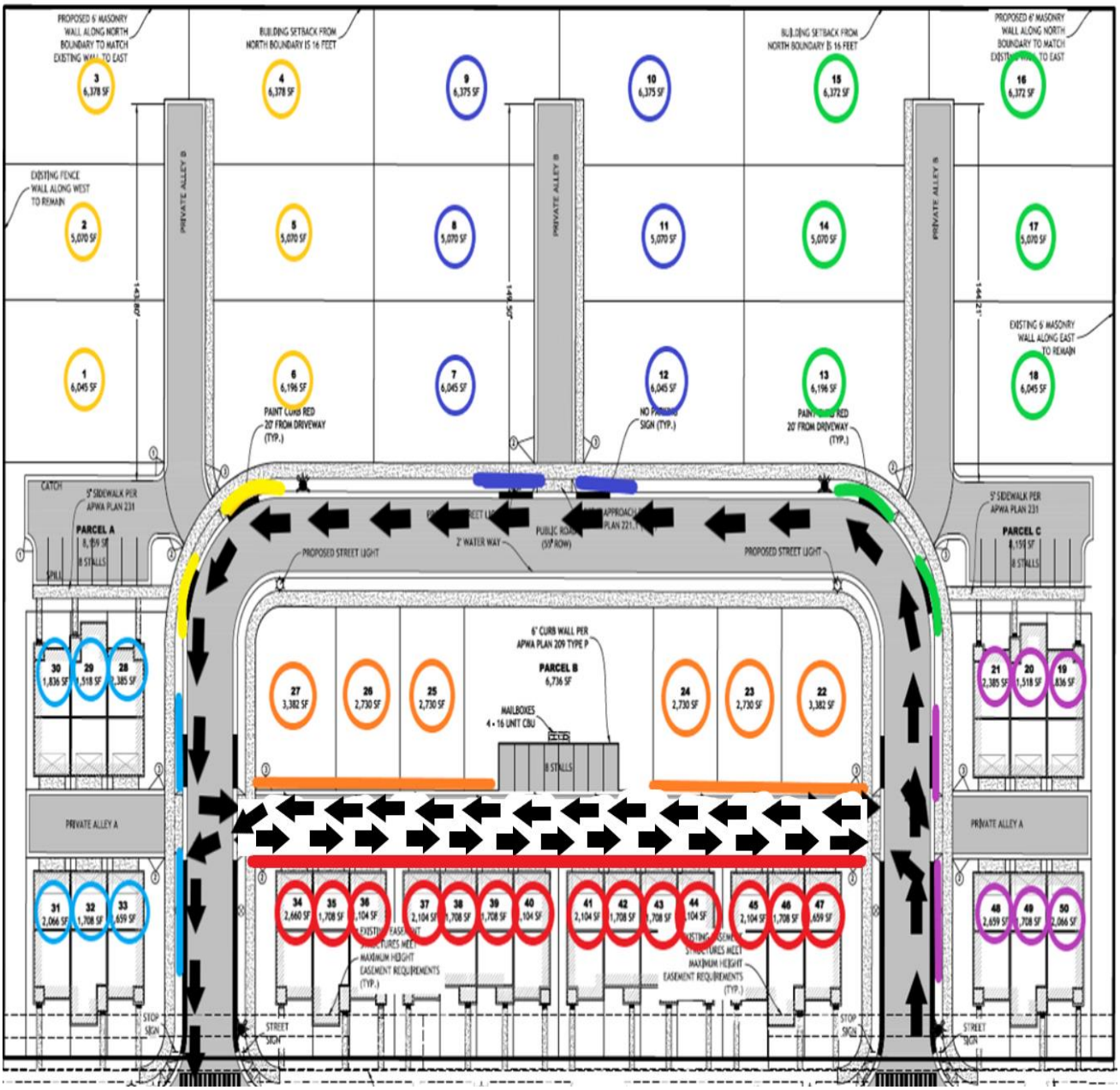
**BINGHAM COURT MASTER ASSOCIATION**

By:_____

Its:_____

EXHIBIT “A”

BINGHAM COURT GARBAGE COLLECTION PLAN



30

13070313
09/10/2019 10:35 AM $0.00
Book - 10827 Pg - 6445-6474
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: DCA, DEPUTY - WI 30 P.

After recording, please send to:

City of South Jordan
Attn: City Recorder
1600 West Towne Center Drive
South Jordan, Utah 84095

Affected Parcel No(s): 27222760510000, 27222760610000, and 27222760520000.

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is between the City of South Jordan, a Utah municipal corporation ("City") and Ivory Development, a Utah corporation ("Developer"). City and Developer are jointly referred to as the "Parties" and each may be referred to individually as "Party."

## RECITALS

**WHEREAS,** Developer owns certain real property identified as Salt Lake County Assessor Parcel Number(s): 27222760510000, 27222760610000, and 27222760520000, which are specifically described in attached **Exhibit A** (the "Property"); and

**WHEREAS,** the Property is subject to the Planning and Land Use Ordinance of South Jordan City and is located approximately at 1400 West 11400 South; and

**WHEREAS,** the Property is currently zoned Residential, 2.5 lots or units per acre (R-2.5 Zone) and Residential, 1.8 lots or units per acre (R-1.8 Zone), with a future land-use designation of Office; and

**WHEREAS,** Developer desires to develop the Property as a project to be known as Bingham Court (the "Project") consistent with the concept plan attached as **Exhibit B** (the "Concept Plan"); and

**WHEREAS,** in furtherance of Developer's desire to develop the Project, Developer has requested that the Property be rezoned with a base zoning of Residential-Multiple (the "R-M Zone") and further and subsequently rezoned and made subject to a Planned Development Floating Zone (the "PD Zone") to be known as the "R-M-PD Zone" (attached as **Exhibit C**); and

**WHEREAS,** the purpose of the PD Zone is "to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the city council;" and

**WHEREAS,** Developer and City acknowledge that development in the PD Zone requires a development agreement specific to each area zoned as a PD Zone; and

**WHEREAS,** the City Council of the City of South Jordan (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the South Jordan City Municipal Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into

**RESOLUTION R2019-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE CITY AND THE DEVELOPER TO ENTER INTO A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY GENERALLY LOCATED AT 1414 W. 11400 S.**

**WHEREAS,** the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the "City) and is authorized to enter into development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102, *et seq.*; and

**WHEREAS,** the City has entered into development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

**WHEREAS,** the Developer now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property generally located at 1414 W. 11400 S. (the "Property"); and

**WHEREAS,** the City Council of the City of South Jordan (the "City Council") has determined that it is in the best interest of the public health, safety, and welfare of City to enter into a development agreement for the orderly development of the Property.

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

**SECTION 1. Authorization to Sign Development Agreement.** The City Council hereby authorizes the Mayor to sign the Development Agreement, attached hereto as **Exhibit 1**.

**SECTION 2. Severability.** If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 16 DAY OF July, 2019 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|---|---|---|---|---|
| Patrick Harris | X | | | |
| Bradley Marlor | X | | | |
| Donald Shelton | X | | | |
| Tamara Zander | X | | | |
| Jason McGuire | X | | | |

Mayor: Dawn R. Ramsey

Dawn R. Ramsey

Attest: Anna M. West

City Recorder

Approved as to form:

Office of the City Attorney

City of South Jordan CORPORATE Seal State of Utah

# EXHIBIT 1

(Development Agreement)

After recording, please send to:

City of South Jordan
Attn: City Recorder
1600 West Towne Center Drive
South Jordan, Utah 84095

Affected Parcel No(s): 27222760510000, 27222760610000, and 27222760520000.

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is between the City of South Jordan, a Utah municipal corporation ("City") and Ivory Development, a Utah corporation ("Developer"). City and Developer are jointly referred to as the "Parties" and each may be referred to individually as "Party."

## RECITALS

**WHEREAS,** Developer owns certain real property identified as Salt Lake County Assessor Parcel Number(s): 27222760510000, 27222760610000, and 27222760520000, which are specifically described in attached **Exhibit A** (the "Property"); and

**WHEREAS,** the Property is subject to the Planning and Land Use Ordinance of South Jordan City and is located approximately at 1400 West 11400 South; and

**WHEREAS,** the Property is currently zoned Residential, 2.5 lots or units per acre (R-2.5 Zone) and Residential, 1.8 lots or units per acre (R-1.8 Zone), with a future land-use designation of Office; and

**WHEREAS,** Developer desires to develop the Property as a project to be known as Bingham Court (the "Project") consistent with the concept plan attached as **Exhibit B** (the "Concept Plan"); and

**WHEREAS,** in furtherance of Developer's desire to develop the Project, Developer has requested that the Property be rezoned with a base zoning of Residential-Multiple (the "R-M Zone") and further and subsequently rezoned and made subject to a Planned Development Floating Zone (the "PD Zone") to be known as the "R-M-PD Zone" (attached as **Exhibit C**); and

**WHEREAS,** the purpose of the PD Zone is "to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the city council;" and

**WHEREAS,** Developer and City acknowledge that development in the PD Zone requires a development agreement specific to each area zoned as a PD Zone; and

**WHEREAS,** the City Council of the City of South Jordan (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the South Jordan City Municipal Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into

this Agreement for the purpose of establishing the R-M-PD Zone and regulating the development the Project pursuant to the R-M-PD Zone; and

**WHEREAS,** Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement comply with the requirements of the PD Zone and provide certainty useful to the Developer and to City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project; and

**WHEREAS,** this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution R2019-28 a copy of which is attached as **Exhibit D**; and

**WHEREAS,** City and Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves both the R-M Zone as the base zone for the Property and the R-M-PD Zone as the applicable PD Zone for the Property.

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

## TERMS

A. **Recitals; Definitions**. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

B. **Enforceability**. City and Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of Developer relative to the Property shall vest, only if: (i) the City Council in its sole legislative discretion rezones the Property from the R-2.5 and R-1.8 Zones to the R-M Zone as the base zone and also rezones the Property with the R-M-PD Zone as the applicable PD Zone for the Property; and (ii) the City Council, acting as the South Jordan Redevelopment Agency ("RDA") Board, approves the use of RDA workforce housing funds to be used in the project in exchange for at least nine (9) deed-restricted units.

C. **Effective Date**. This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

D. **Conflicting Terms**. The Property shall be developed in accordance with the requirements and benefits provided for in relation to the R-M Zone and the PD Zone under the City Code as of the Effective Date. If there is a discrepancy between the requirements of the City Code, including the R-M Zone or the PD Zone, and this Agreement, this Agreement shall control.

E. **Developer Obligations**.

a. Uses. Developer shall develop and use the Property in accordance with the Concept Plan.

b. Density. The overall density of the project will not exceed eight (8) units per acre.

c. Setbacks. The single-family homes built on lots 3, 4, 9, 10, 15 and 16 will: (i) have a north side setback of at least 16 feet; and (ii) be single-story ramblers.

d. Amenities. Developer will complete the amenities and common area shown in the Concept Plan before the City grants certificates of occupancy for 50% of the residential units.

e. Architecture. The architecture will be similar to the pictures submitted to the City and comply with the architectural requirements of City Code § 17.40.020.I.

f. Landscaping.

1. The landscaping will comply with the landscaping requirements of City Code § 17.40.020.J.

2. Developer shall work with the adjacent property owners in the Jordan Meadows Subdivision for thoughtful placement of the landscaping materials and locations between the two subdivisions. The purpose of this subsection is to create additional privacy between the two subdivisions. Ultimate approval of the landscaping materials and placement shall rest with the Planning Director and shall be installed before the City will issue a certificates of occupancy on Lots 3, 4, 9, 10, 15, and 16.

g. Walls. Developer will build a six-foot masonry wall along the entire north boundary of the project (lots 3, 4, 9, 10, 15 and 16) that matches the existing masonry wall on the east boundary of the project.

h. Compliance with the R-M-6 Zone. The Project will comply with the R-M-6 Zone (included in Exhibit C), except where requirements are modified by this Agreement.

i. Parking Enforcement. Developer shall require that the Property's covenants, conditions, and restrictions (CC&Rs) outlines the City's parking standards and parking enforcement plan.

j. Plat Language. The final plat for the Project shall contain the following language in a note: *The development of this subdivision is governed by a development agreement recorded on _____, which includes specific setback requirements, design standards, and architecture standards for this subdivision.*

F. **Minor Changes**. The Planning Department, after conferring with the City Manager, may approve minor modifications to the Developer Obligations in Section E which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

G. **City Obligations**.

1. Review of City. City shall review development applications with respect to the Property in a timely manner, consistent with City's routine development review practices and in accordance with all applicable laws and regulations.

H. **Vested Rights and Reserved Legislative Powers.**

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Project during the term of this Agreement in accordance with: (i) the R-M-PD Zone designation; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

2. Reserved Legislative Powers. Developer acknowledges that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Salt Lake County; and, unless in good faith City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

I. **Term**. This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

J. **General Provisions.**

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

If to City:
City of South Jordan
Attn: City Recorder
1600 West Towne Center Drive
South Jordan, Utah 84095

If to Developer:
Ivory Development
Address
Address

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

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

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

5. Authority. The Parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and City warrant to each other that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each individual is signing. Developer represents to City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

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

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

10. Remedies. If either Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

11. Attorney's Fees and Costs. If either Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

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

14. Assignment. Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement and Developer shall be deemed released of its obligations in connection with this Agreement; provided, however, that Developer shall provide City with notice of the assignment of this Agreement within a reasonable time after the occurrence of such assignment.

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

To evidence the Parties' agreement to this Agreement, each Party has executed it on the date stated under that Party's name, with this Agreement being effective on the date stated in Section C.

[SIGNATURE PAGE FOLLOWS]

**CITY OF SOUTH JORDAN**

Approved as to form:

Signature: Dawn R Ramsey

By: Dawn R Ramsay

Its: Mayor

Date: 07/17/2019

Office of the City Attorney

City of South Jordan CORPORATE Seal State of Utah

State of Utah )
:ss
County of Salt Lake )

On this 17 day of July, 2019., personally appeared before me Dawn R. Ramsey (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of the City of South Jordan and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws or by Resolution, and said Dawn R. Ramsey (name of document signer) acknowledged to me that said Corporation executed the same.

Anna M. West

Notary Public

NOTARY PUBLIC
ANNA M WEST
Commission No. 691421
Commission Expires
OCTOBER 04, 2020
STATE OF UTAH

**DEVELOPER**

**IVORY DEVELOPMENT**
a Utah Limited liability Company,

Signature: _____

By: CHRISTOPHER P. GAMVROULAS

Its: PRESIDENT

Date: 9/9/19

State of UTAH )
:ss
County of SALT LAKE )

On this 9TH day of SEPTEMBER, 2019., personally appeared before me CHRISTOPHER P. GAMVROULAS (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of IVORY DEVELOPMENT, LLC, a Utah limited liability company, the Manager of IVORY DEVELOPMENT, LLC, a Utah limited liability company, and that said document was signed by him/her in behalf of said limited liability company by authority of its Operating Agreement or by Resolution, and said CHRISTOPHER P. GAMVROULAS (name of document signer) acknowledged to me that said limited liability company executed the same.

PETER STEVEN GAMVROULAS
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 698412
COMM. EXP. 01-10-2022

_____
Notary Public

**EXHIBIT A**

(Legal Description for the Property)

Parcel no. 27-22-276-052

BEG W 435 FT & N 46.70 FT FR E 1/4 COR SEC 22, T 3S, R 1W, S L M; N 405.30 FT; W 210 FT; S 405.37 FT; N 89°58'49" E 210 FT TO BEG. 1.95 AC. 4520-0729 5550-0738 5640-2054 8742-6610 9271-8744 9791-9162

Parcel no. 27-22-276-061

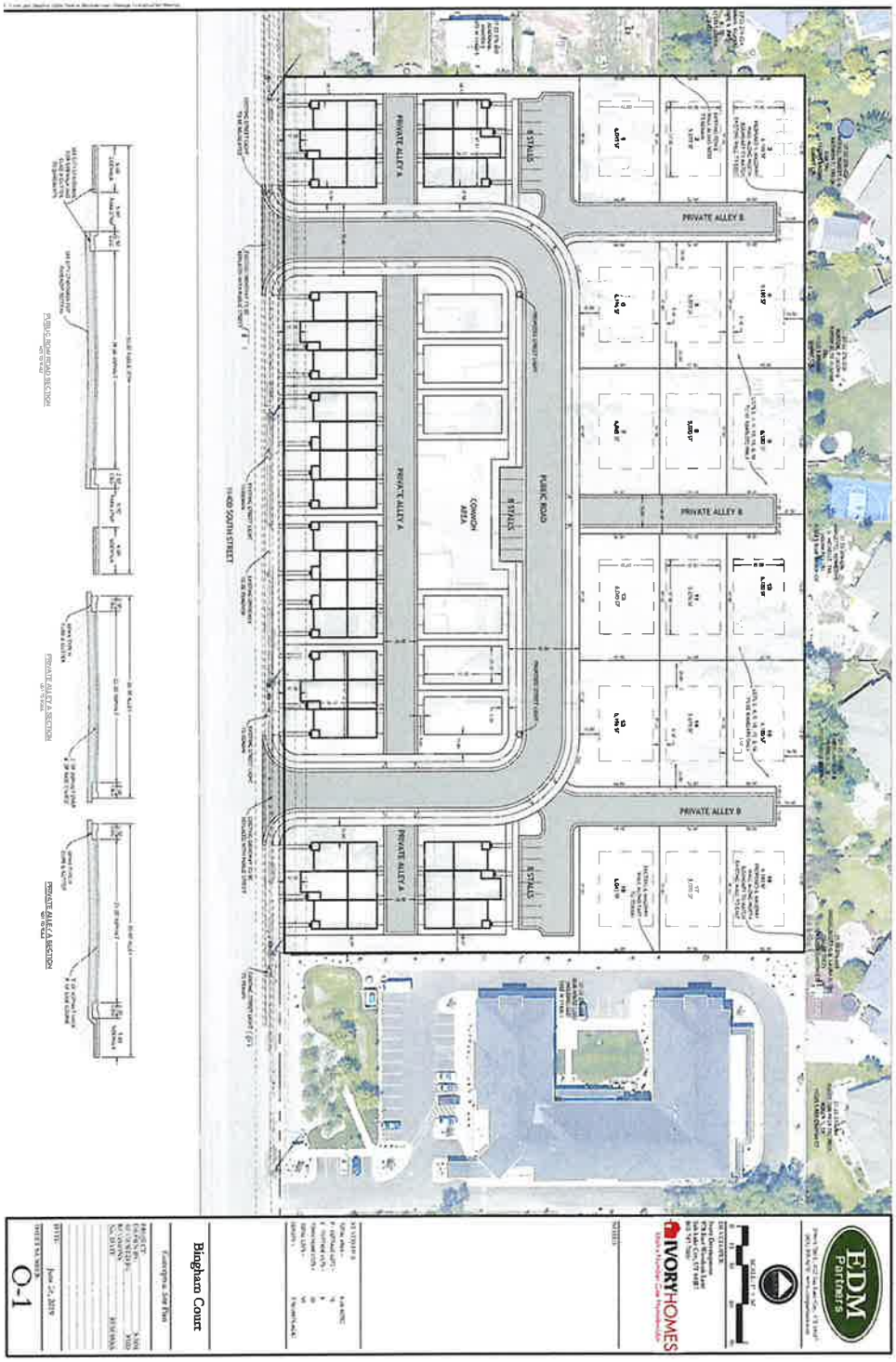
BEG W 645 FT & N 46.63 FT; W 210 FT; N 405.45 FT; E 210 FT; S 405.37 FT TO BEG.

Parcel no. 27-22-276-051

COM 855 FT W & 46.55 FT N FR E 1/4 COR SEC 22 T 3S, R 1W, SL MER, N 405.45 FT; W 255 FT; S 405.54 FT; N 89°58'49" E 255 FT TO BEG. 2.38 AC. 5710-2802 5731-2392 5961-2479 5983-14777078-0376 9395-3160 9624-0650

# EXHIBIT B

(Concept Plan)



# EXHIBIT C

**Chapter 17.40**
**RESIDENTIAL ZONES**

**17.40.010: PURPOSE:**

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for single-family residential areas in the city. This chapter shall apply to the following residential zones as established in chapter 17.20, "Zone Establishment", of this title: R-1.8, R-2.5, R-3, R-4, R-5, and R-M zones. Uses may only be conducted in residential zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use and other associated use regulations may be found in chapter 17.18, "Uses", of this title. (Ord. 2016-05, 5-3-2016)

**17.40.020: DEVELOPMENT AND DESIGN STANDARDS:**

A. Development Review: Uses proposed in residential zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in residential zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as otherwise allowed under state law.

B. Lot Area: The area of any lot in residential zones shall not be less than the minimum lot area requirement identified in the minimum lot area table below. Every portion of a parcel being subdivided shall be included as a lot or lots in the proposed subdivision plat, right of way or as common, limited common or private ownership.

| Zone | Minimum Lot Area (Square Feet) |
|---|---|
| R-1.8 | 14,520 |
| R-2.5 | 12,000 |
| R-3 | 10,000 |
| R-4 | 8,000 |
| R-5 | 6,000 |
| R-M | 5,000 |

C. Lot Density: The maximum gross density (number of lots or primary dwelling units per acre) in any residential development in a residential zone shall not exceed the density shown in the lot density table below. The primary dwelling density of each area zoned R-M shall be determined, according to the densities established in the lot density table, with approval of a rezoning application per chapter 17.22, "Zoning Amendments", of this title and indicated on the official zoning map with a numerical suffix matching the approved density.

| Zone | Maximum Gross Density |
|---|---|
| R-1.8 | 1.8 |
| R-2.5 | 2.5 |
| R 3 | 3 |
| R-4 | 4 |
| R-5 | 5 |
| R-M-5 | 5 |
| R-M-6 | 6 |

D. Lot Width And Frontage: Each lot or parcel in a residential zone shall have a minimum lot width not less than the dimension in the minimum width column of the lot width and frontage table below. The minimum lot width shall be measured at the minimum front yard

requirement (see subsection F of this section) that shall be determined from a point which corresponds to the midpoint of the front lot line. Each lot or parcel shall abut the right of way line of a public street a minimum distance not less than the dimension in the frontage (standard) column of the lot width and frontage table below, except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right-of-way or landscaped open space a minimum distance not less than the dimension in the frontage (diverged) column.

| Zone | Minimum Width | Frontage (Standard) | Frontage (Diverged) |
|---|---|---|---|
| R-1.8 | 90' | 90' | 50' |
| R-2.5 | 90' | 90' | 50' |
| R-3 | 85' | 85' | 50' |
| R-4 | 80' | 80' | 50' |
| R-5 | 75' | 75' | 50' |
| R-M-5 | 65' | 65' | 40' |
| R-M-6 | 60' | 60' | 40' |

E. Lot Coverage: The area of lot, parcel or private ownership area in a residential zone covered by buildings shall not exceed the percentage identified in the lot coverage table below of the total lot, parcel or private ownership area.

| Zone | Maximum Building Coverage |
|---|---|
| R-1.8 | 40% |
| R-2.5 | 40% |
| R-3 | 40% |
| R-4 | 40% |
| R-5 | 50% |
| R-M | 60% |

F. Yard Area: The yard area (setback) requirements below shall apply in all residential zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or from the boundaries of private ownership areas. A land use permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review. (Ord. 2016-05, 5-3-2016)

1. Main Buildings: Minimum yard area requirements for main buildings are as follows:

| Zone | Front Yard (Interior And Corner Lots) | Garage Opening[1] (Front Or Street Side) | Front Yard (Cul-De-Sac Lots) | Side Yard (Standard) | Side Yard (Corner Lot Street Side) | Rear Yard (Interior Lot) | Rear Yard (Corner Lot) |
|---|---|---|---|---|---|---|---|
| R-1.8 | 30' | 30' | 25' | 10' | 30' | 25' | 10' |
| R-2.5 | 25' | 30' | 20' | 10' | 25' | 25' | 10' |
| R-3 | 25' | 30' | 20' | 10' | 25' | 25' | 10' |
| R-4 | 20' | 25' | 20' | 8' | 20' | 20' | 10' |
| R-5 | 20' | 25' | 20' | 8' | 20' | 20' | 10' |

| Zone | Front Yard (Interior And Corner Lots) | Garage Opening[1] (Front Or Street Side) | Front Yard (Cul-De-Sac Lots) | Side Yard (Standard) | Side Yard (Corner Lot Street Side) | Rear Yard (Interior Lot) | Rear Yard (Corner Lot) |
|---|---|---|---|---|---|---|---|
| R-M-5 | 20' | 25' | 20' | 8' | 10' | 20' | 10' |
| R-M-6 | 20' | 25' | 20' | 8' | 10' | 20' | 10' |

Note: 1. The garage opening minimum yard area requirement shall apply to garages when the garage opening faces the street, otherwise the front yard minimum yard area shall apply. The garage opening minimum yard requirement shall be 25 feet to any street-facing garage opening in a cul-de-sac. (Ord. 2017-22, 7-18-2017)

2. Accessory Buildings: Minimum yard area requirements for accessory buildings are as follows:

a. Location: Accessory buildings may not be located between the front building line of a main building and the right-of-way that determines the front yard area.

b. Side Yard: An accessory building may be located in a side yard, including a street side, if located no closer than the minimum side yard requirement for the main building pursuant to this subsection F, except that accessory buildings less than ten feet (10') in height and not containing habitable space may be located no closer than five feet (5') from the side property line.

c. Rear Yard: An accessory building may be located in a rear yard no closer than three feet (3') from the side or rear property line or boundary and increased by one foot (1') for each foot of building height in excess of sixteen feet (16'), except that the setback shall be increased to no closer than five feet (5') from the side or rear property line or boundary when adjacent to a right-of-way, which shall be increased by one foot (1') for each foot of building height in excess of sixteen feet (16').

3. Buildings Used To Shelter Animals: Buildings used for the housing or shelter of animals shall be located a minimum distance of forty feet (40') from any existing dwelling or neighborhood street right-of-way or, if approved with a conditional use permit, a minimum of twenty feet (20') from any collector street right-of-way line.

4. Projections: The following may be erected on or projected into any required yard space in Residential Zones:

a. Fences and walls in conformance with this Code.

b. Agricultural crops and landscape elements, including trees, shrubs and other plants.

c. Utility or irrigation equipment or facilities.

d. Decks not more than two feet (2') high.

e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks, awnings or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.

f. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building no greater than eight feet (8') wide and extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.

G. Parking And Access: Parking areas and vehicle access in Residential Zones shall meet the requirements of title 16, chapter 16.26, "Parking And Access", of this Code, chapter 17.18, "Uses", of this title, and title 10 of this Code (Traffic Code). A driveway may only directly access a collector or arterial street with approval of the Utah Department of Transportation ("UDOT") for UDOT streets or with approval of the City Engineer for City streets. (Ord. 2016-05, 5-3-2016)

H. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply in Residential Zones. A permit shall be obtained from the Planning Department prior to construction of any fence in a Residential Zone. A completed fence application form that includes a diagram showing the location and height of the proposed fence, and a description of the proposed fence shall be submitted for review by the Planning Department. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

1. Utility Screening: In nonresidential developments, all mechanical equipment, antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles in nonresidential developments shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)

2. Incompatible Land Use Screening: Incompatible land uses, including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as required by the development approval.

3. Rear And Side Yard Fencing: A maximum six foot (6') high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.

4. Front Yard Fencing: A maximum four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or nonobscuring vinyl picket fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street, except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be constructed along lot lines to the right-of-way or sidewalk but may not be greater than three feet (3') high. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the fence panel.

5. Clear Vision: Landscape materials, except for mature trees that are pruned at least seven feet (7') above the ground, and fences shall be no greater than three feet (3') high within a ten foot (10') triangular area formed by the edge of a driveway and the street right-of-way line

or within a thirty foot (30') triangular area formed by the right-of-way lines of intersecting streets. Lesser clear vision triangular areas may be approved by the City Engineer based on traffic speeds, flow, volumes and other traffic related variables.
6. Collector Street Fencing: Any single-family residential rear or side yard fence erected or maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right-of-way in a Residential Zone shall be constructed according to section 16.04.200 of this Code.

I. Architecture: The following exterior materials and architectural standards are required in Residential Zones:
1. General Architectural Standards:
a. All building materials shall be high quality, durable and low maintenance.
b. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.
c. Signs shall meet requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
d. Main buildings shall be no greater than thirty five feet (35') high.
2. Architectural Standards For Main Buildings:
a. Main buildings shall be constructed with a minimum amount of brick or stone that is calculated by multiplying two (2) by the perimeter length of the foundation (including garage). (Ord. 2016-05, 5-3-2016)
b. Main buildings shall be constructed with a majority of the roof to be a minimum roof pitch of three to twelve (3:12), except that main buildings of a contemporary design with a parapet wall enclosing the roof deck may be constructed with a lower roof pitch when done so in compliance with applicable Building Codes. (Ord. 2017-22, 7-18-2017)
c. Residential main buildings shall include a minimum two car garage (minimum 22 feet by 22 feet, or an approved equivalent area).
d. The minimum total floor area, finished and unfinished, of any residential main building shall be two thousand four hundred (2,400) square feet.
e. Residential main buildings shall include architectural elements (i.e., main entrance, porch) that distinguish the side of the building oriented toward the front yard as the front of the house. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way. (Ord. 2016-05, 5-3-2016)
3. Architectural Standards For Accessory Buildings:
a. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.
b. The footprint of accessory buildings in the R-2.5, R-3, R-4, R-5 and R-M Zones shall not exceed sixty percent (60%) of the footprint of the main building, including the footprint of an attached garage, except that the Planning Commission may approve a conditional use permit for an accessory building with a footprint that is greater than sixty percent (60%) but in no case shall exceed the footprint of the main building. In the R-1.8 Zone, the footprint of an accessory building, such as a barn or a stable, shall not exceed the footprint of the main building, except with a conditional use permit approved by the Planning Commission.
c. Any portion of an accessory building within twenty feet (20') of a property line shall meet the following requirements, except as approved by the Planning Commission as a conditional use permit:
(1) Openings (e.g., windows and doors) that are visible from the property line shall not be located in an exterior wall when the floor height exceeds four feet (4') above grade.
(2) The average wall height shall not exceed sixteen feet (16') above grade.
d. Accessory buildings with a footprint exceeding two hundred (200) square feet shall be constructed with a minimum one to twelve (1:12) roof pitch in the R-1.8 Zone, and a minimum three to twelve (3:12) roof pitch over a majority of the structure in all other Residential Zones.
e. Applications for a conditional use permit under subsections I3a, I3b and I3c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting. (Ord. 2019-06, 3-19-2019)

J. Landscaping:
1. The front and street side yards of single-family lots shall be fully improved and properly maintained with not less than fifty percent (50%) of the yard area landscaped and not less than fifty percent (50%) of the required landscaped area covered in lawn or other acceptable live plant material unless otherwise approved with a conditional use permit.
2. All collector street and other public and private park strips in Residential Zones shall be improved and maintained by the adjoining property owners according to specifications adopted by the City unless otherwise allowed with development approval.
3. Where an adjacent park strip in a residential right-of-way is a minimum of five feet (5') wide, park strip improvements shall include one shade tree that is a minimum two inch (2") caliper, for every fifty feet (50') of frontage and spaced evenly throughout the landscaped portion of the park strip. Park strip trees shall be consistent with the "Streetscape Tree Species for South Jordan City" list.
4. In developments that have a principal use other than single-family, detached, the following landscaping requirements shall apply:
a. All areas of developments not approved for parking, buildings, recreation facilities, access, other hard surfaces, or otherwise exempted with development approval shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
b. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sports or play areas, is required. At least thirty percent (30%) of all required trees shall be a minimum seven foot (7') evergreen. Deciduous trees shall be a

minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally spaced, except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.
c. Curbed planters with two inch (2") or larger caliper shade trees and grass, shrubs or ground cover shall be installed at the ends of each parking row. Planters shall be at least five feet (5') wide.
d. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.
e. All landscaped areas shall be curbed.
5. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any area so included and perpetually preserved as open space may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.
6. All required landscaping in yard areas and open spaces shall be installed prior to occupancy unless deferred pursuant to section 16.04.300, "Deferred Improvements", of this Code.
7. Property owners shall properly irrigate and maintain all landscaped areas, including those in adjacent public rights-of-way that are not maintained by the City.
8. Required trees may not be topped and required landscape material may not be removed in Residential Zones without City approval.
9. Dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

K. Lighting:
1. A lighting plan shall be submitted with all new nonresidential developments in Residential Zones.
2. Lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
3. Lighting fixtures in all developments that have a principal use that is not agricultural or residential shall be architectural grade and consistent with the architectural theme of the development.
4. Lighting fixtures on public property shall be approved by the City Engineer.

L. Streets: Streets in Residential Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Residential Zones unless otherwise provided for in this chapter. (Ord. 2016-05, 5-3-2016)

**17.40.030: OTHER REQUIREMENTS:**

A. Grading: All developments shall be graded as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge all roof drainage onto the subject lot or parcel. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

B. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.

C. Phasing Plan: A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.

D. Common Areas: All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.

E. Prior Created Lots: Lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a Residential Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter.

F. Approval: Before building permits are issued, all projects shall have been approved according to the provisions and requirements of this Code and the applicable plat recorded with the Salt Lake County Recorder's Office.

G. Open Space: Any open space provided within a subdivision to be jointly owned, maintained and preserved by a homeowners' association and/or special assessment area acceptable to the City shall be labeled and recorded as common area or as a perpetual open space easement. Private yard areas may not be counted as required open space. The City may determine the location of open space in a subdivision by considering topography, drainage or other land features. The City may require a cash bond or a letter of credit to guarantee installation of improvements.

H. Developer Requirements: Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to the City for staff review. The CC&Rs shall be recorded concurrently with the final plat and, except where the City has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:
1. An opinion of legal counsel licensed to practice law in the State that the project meets requirements of State law.

2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to City conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by City staff and approved by the Planning Commission.
3. Language consistent with section 17.04.300 of this title. (Ord. 2016-05, 5-3-2016)

**17.130.050: PLANNED DEVELOPMENT FLOATING ZONE:**

**17.130.050.010: PURPOSE:**

The purpose of the Planned Development Floating Zone (PD) is to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council. The PD may be applied to specific geographical areas ("districts") in circumstances that address a unique situation, confer a substantial benefit to the City, or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by standard zoning and development provisions. Such circumstances may include, but are not limited to: improvements in open space and amenities, environmental and resource preservation, tree and vegetation protection, slope accommodations, improved infrastructure efficiency, exceptional and innovative site or building design, increased public benefits, and complementary integrated land uses. The City Council shall consider the purpose of the base zone and the impacts on and from surrounding properties when approving a PD District. (Ord. 2016-05, 5-3-2016)

**17.130.050.020: ESTABLISHMENT:**

A. Procedure:
1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.
2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. The development plan shall be approved by development agreement in conjunction with the rezoning approval. (Ord. 2016-05, 5-3-2016)
3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

B. Development Plan Requirements:
1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to standard zoning and development provisions.
2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.
3. A development plan shall also include:
a. Site plan/conceptual subdivision plan;
b. Circulation and access plan;
c. Building elevations, materials, and colors;
d. Landscape and open space plan;
e. Signage plan;
f. Lighting plan; and
g. Allowed uses.

C. Prohibited:
1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).

D. Effect Of Approval:
1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect, unless such provisions are expressly waived or modified by the approved development plan and/or development agreement.
2. An approved PD District shall be shown on the zoning map by a "-PD" designation after the designation of the base zone district.
3. No permits for development within an approved PD District shall be issued by the City unless the development complies with the approved development plan. (Ord. 2016-05, 5-3-2016)

4. The Planning Director may authorize minor deviations from an approved development plan to resolve conflicting provisions or when necessary for technical or engineering considerations. Such minor deviations shall not affect the vested rights of the PD District and shall not impose increased impacts on surrounding properties. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

E. Vested Rights:
1. A property right that has been vested through approval of a PD District shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the City Council through an approved PD District. (Ord. 2016-05, 5-3-2016)
2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the Planning Director based on significant progress otherwise demonstrated by the applicant. A project that has not substantially commenced may, at the discretion of the property owner, develop according to the base zone. A project that has substantially commenced shall not deviate, in whole or in part, from the approved PD District, unless amended per section 17.130.050.030 of this section 17.130.050. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

**17.130.050.030: AMENDMENTS:**

Any application to amend an approved PD District shall be processed as a zone text amendment, except that an application to extend the district boundaries shall be processed as a rezone. Any amendment to an approved PD District requires that the corresponding development agreement also be amended. (Ord. 2016-05, 5-3-2016)

# EXHIBIT D

(Resolution R2019-28 - To Be Inserted Once Executed)

**ATTACHMENT 10 – RESOLUTION R2019-29**

**RESOLUTION R2019 – 29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF THE CITY OF SOUTH JORDAN FROM OFFICE USE TO MEDIUM DENSITY RESIDENTIAL ON PROPERTY LOCATED AT 1414 W. 11400 S.; IVORY HOMES, SKYLAR TOLBERT (APPLICANT).**

**WHEREAS,** the City Council of the City of South Jordan ("City Council") has adopted the Future Land Use Plan Map of the General Plan of the City of South Jordan ("Land Use Map"); and

**WHEREAS,** the Applicant requested that the City Council amend the Land Use Map by changing the land use designation on property located generally at 1414 W. 11400 S. from Office Use to Medium Density Residential; and

**WHEREAS,** the South Jordan Planning Commission reviewed Applicant's proposed amendment and made a recommendation to the City Council; and

**WHEREAS,** the City Council held a public hearing concerning the proposed amendment; and

**WHEREAS,** the City Council finds that amending the Land Use Map as proposed by the Applicant will enhance the public health, safety and general welfare, and promote the goals of the General Plan.

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

**SECTION 1. Amendment.** The land use designation of the Land Use Map of a portion of property described in Application PLZBA201800965 , filed by Ivory Homes, which is located generally at 1414 W. 11400 S. in the City of South Jordan, Utah, is hereby changed from Office Use to Medium Density Residential as shown in **Exhibit A**.

**SECTION 2. Severability.** If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall become effective if the City Redevelopment Agency (RDA) approves funding to ensure that at least nine townhome units are deed restricted as workforce housing.

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 16 DAY OF July, 2019 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|---|---|---|---|---|
| Patrick Harris | X | | | |
| Bradley Marlor | X | | | |
| Donald Shelton | X | | | |
| Tamara Zander | X | | | |
| Jason T. McGuire | X | | | |

Mayor: Dawn R. Ramsey

Attest: City Recorder

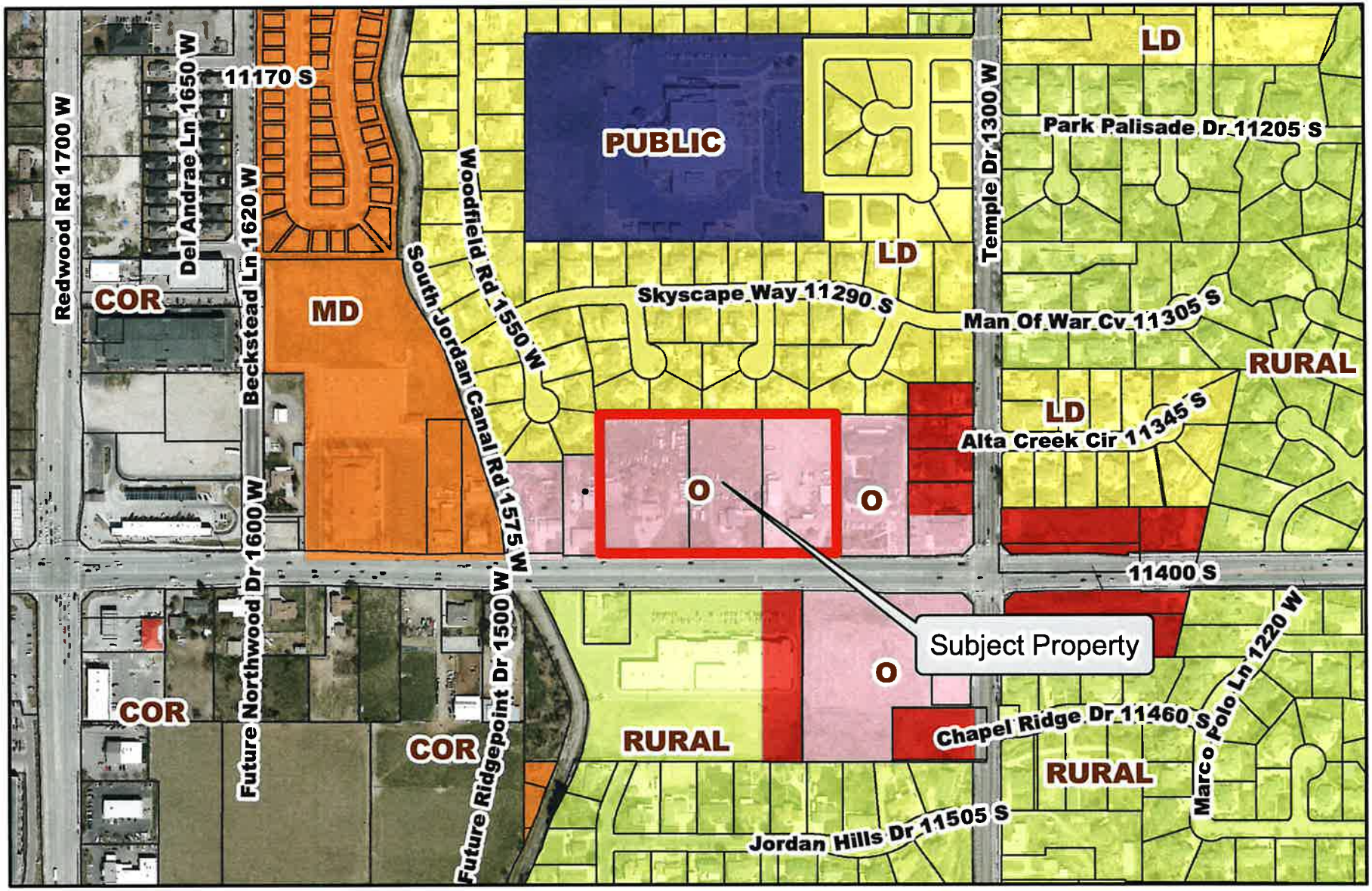
Approved as to form:

Office of the City Attorney

City of South Jordan CORPORATE Seal State of Utah

# EXHIBIT A

(Land Use Map)




Legend

STREETS

PARCELS

# Exhibit 'A' - Future Land Use Map

*City of South Jordan*

0 130 260 520 780 1,040 Feet

Aerial Imagery 2018

ESRI

# ATTACHMENT 11 – ORDINANCE 2019-03 - Z

**ORDINANCE NO. 2019-03-Z**

**AN ORDINANCE AMENDING THE REVISED ORDINANCES OF THE CITY OF SOUTH JORDAN, UTAH AS AMENDED; CHANGING THE ZONING MAP FROM THE R-1.8 AND THE R-2.5 ZONE TO THE R-M-PD ZONE ON PROPERTY GENERALLY LOCATED AT 1414 W. 11400 S.; IVORY HOMES, SKYLAR TOLBERT (APPLICANT).**

**WHEREAS,** the City Council of the City of South Jordan ("City Council") has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the Municipal Code) with the accompanying Zoning Map; and

**WHEREAS,** Applicant proposed that the City Council amend the Zoning Map by rezoning the below-described property; and

**WHEREAS,** the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

**WHEREAS,** the City Council held a public hearing concerning the proposed rezoning; and

**WHEREAS,** the City Council finds that the rezoning will enhance the public health, safety and welfare, and promote the goals of the General Plan.

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

**SECTION 1. Rezone.** The property described in Application PLZBA201800965, filed by Ivory Homes, which is generally located at 1414 W. 11400 S., in the City of South Jordan, Utah, is hereby reclassified from the R-1.8 (Single-family Residential, 1.8 lots per acre) and the R-2.5 (Single-family Residential, 2.5 lots per acre) Zone to the R-M-PD (Residential-Multiple-6 lots per acre-Planned Development Floating Zone) Zone on property being described as follows and as depicted in Exhibit A:

Parcel no. 27-22-276-052

BEG W 435 FT & N 46.70 FT FR E 1/4 COR SEC 22, T 3S, R 1W, S L M; N 405.30 FT; W 210 FT; S 405.37 FT; N 89°58'49" E 210 FT TO BEG. 1.95 AC. 4520-0729 5550-0738 5640-2054 8742-6610 9271-8744 9791-9162

Parcel no. 27-22-276-061

BEG W 645 FT & N 46.63 FT; W 210 FT; N 405.45 FT; E 210 FT; S 405.37 FT TO BEG.

Parcel no. 27-22-276-051

COM 855 FT W & 46.55 FT N FR E 1/4 COR SEC 22 T 3S, R 1W, SL MER, N 405.45 FT; W 255 FT; S 405.54 FT; N 89°58'49" E 255 FT TO BEG. 2.38 AC. 5710-2802 5731-2392 5961-2479 5983-14777078-0376 9395-3160 9624-0650

**SECTION 2. Filing of Zoning Map.** The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

**SECTION 3. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

**SECTION 4. Effective Date.** This Ordinance shall become effective if the City Redevelopment Agency (RDA) approves funding to ensure that at least nine townhome units are deed restricted as workforce housing.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 16 DAY OF July, 2019 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|---|---|---|---|---|
| Patrick Harris | X | | | |
| Bradley Marlor | X | | | |
| Donald Shelton | X | | | |
| Tamara Zander | X | | | |
| Jason T. McGuire | X | | | |

Mayor: Dawn R. Ramsey

Attest: City Recorder

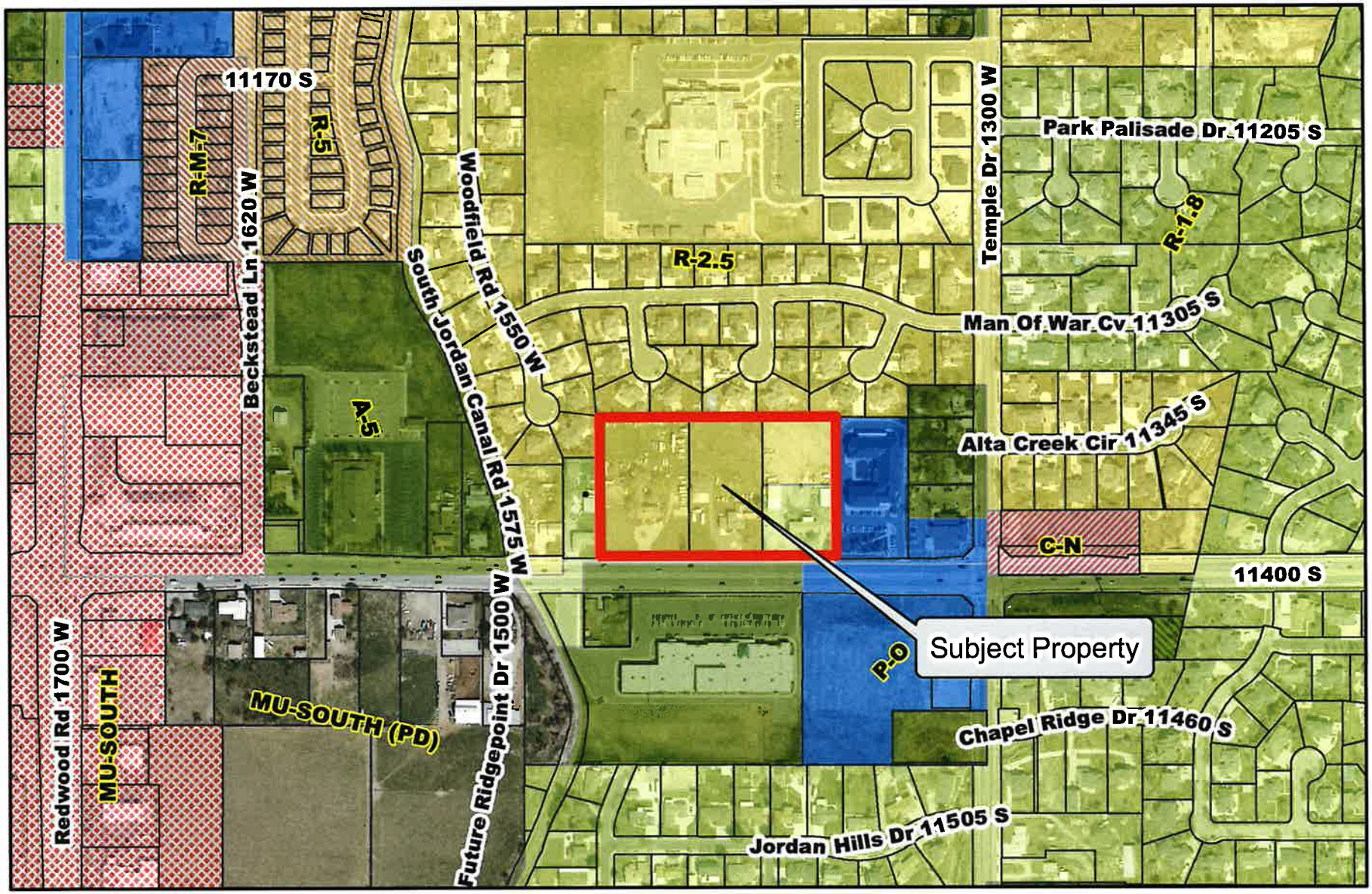
Approved as to form:

Office of the City Attorney

City of South Jordan CORPORATE Seal State of Utah

# EXHIBIT A

(Depiction of Rezone)




Legend

STREETS

PARCELS

# Exhibit 'A' - Zoning Map

***City of South Jordan***

0 130 260 520 780 1,040 Feet

Aerial Imagery
2018

ESRI

**RDA RESOLUTION RDA 2019-08**

**A RESOLUTION OF THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY APPROVING A MODERATE INCOME HOUSING AGREEMENT, SOUTH JORDAN CITY AND IVORY DEVELOPMENT, LLC**

**WHEREAS**, pursuant to the provisions of the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the **"Act"**), specifically Utah Code Annotated (**"UCA"**) § 17C-1, the South Jordan City Redevelopment Agency (the **"Agency"**) may allocate funds for various purposes related to income-based housing plans; and

**WHEREAS**, the Agency is authorized to enter into agreements with property owners, governmental entities, private entities, and others; and

**WHEREAS**, the Agency finds the proposed Moderate Income Housing Agreement, attached as **Exhibit A** (the "**Ivory Housing Agreement**"), is in the best interests of the Agency and South Jordan City; and

**WHEREAS**, the Agency now desires to approve the Ivory Housing Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:**

1. The Ivory Housing Agreement is approved, substantially in the form attached hereto as Exhibit A and with such changes as may be deemed advisable or necessary by the Agency.

2. The Agency Chair and/or Executive Director is authorized to execute the Ivory Housing Agreement on behalf of the Agency.

3. This Resolution shall be effective upon adoption.

*[continued on next page]*

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY ON THIS __th DAY OF AUGUST, 2019 BY THE FOLLOWING VOTE:**

| | Yes | No | Abstain | Absent |
|---|---|---|---|---|
| Patrick Harris | X | | | |
| Brad Marlor | X | | | |
| Donald Shelton | X | | | |
| Tamara Zander | | | | X |
| Jason McGuire | X | | | |

Dawn R. Ramsey, Chairperson
*South Jordan City Redevelopment Agency*

Attest:

Anna West, Agency Secretary

Approved as to form:

Agency Legal Counsel

# Exhibit A

*Ivory Housing Agreement*

**MODERATE INCOME HOUSING AGREEMENT, SOUTH JORDAN CITY REDEVELOPMENT AGENCY AND IVORY DEVELOPMENT, LLC**

This MODERATE INCOME HOUSING AGREEMENT, SOUTH JORDAN CITY REDEVELOPMENT AGENCY AND IVORY DEVELOPMENT, LLC ("**Agreement**") is made and entered into as of the 6 day of August, 2019, by and between **Ivory Development, LLC** ("**Ivory**") and the **South Jordan City Redevelopment Agency**, a political subdivision of the State of Utah (the "**Agency**"). Ivory and the Agency are referred to jointly as "**Parties**" and singly as a "**Party**."

RECITALS

A. Ivory owns and is developing a residential project on approximately 6.22 acres located at approximately 11400 South and 1400 West in the City of South Jordan, Salt Lake County, State of Utah ("**Residential Project**"). A map generally depicting the proposed Residential Project is attached as **Exhibit A**. A map generally depicting the Workforce Housing Units, defined below, is attached as **Exhibit B**;

B. Ivory has received all necessary land use approvals from South Jordan City ("**City**") to develop the Residential Project;

C. Ivory and the Agency share a goal of creating affordable housing in the City with a preference for the City's critical workforce which includes police, fire, emergency responders, public school teachers and staff and municipal employees, employed within the City; and.

D. The Agency possesses certain Redevelopment Agency Affordable Housing funds ("**Housing Funds**") that may be used to promote affordable and income targeted housing within the Agency's boundaries as set forth in Utah Code Annotated ("**UCA**") §17C-1-412.

NOW, THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and understandings, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

TERMS

1. Workforce Housing. Ivory agrees to designate nine (9) of the units depicted on Exhibit B as qualifying affordable housing units ("**Workforce Housing Units**"). First preference for purchase of the Workforce Housing Units will be given to the City's critical workforce, employed within the City including police, fire, emergency responders, teachers and staff in public schools, and municipal employees of the City (the "**Critical Workforce**"). This preference will be applied when the Workforce Housing Units are offered for sale by Ivory. In its advertising and marketing efforts, Ivory will identify the Workforce Housing Units and specify that members of the Critical Workforce will be given a preference to purchase such units. The

preference to purchase such units. The Workforce Housing Units will not be sold in excess of the maximum purchase price applicable to the sale as listed on **Exhibit C**. The Workforce Housing Units will be deed-restricted in such a manner to ensure that the Workforce Housing Units will continue to qualify as income targeted housing, as defined in UCA §17C-1-102(32), for a period of fifty (50) years. The restrictions in the deed will grant the Agency authority to enforce the restrictions. An example of the deed and required restrictions is attached as **Exhibit D**.

2. Qualifications. In order to qualify to purchase a Workforce Housing Unit, the purchasing household's annual income must be less than eighty percent (80%) of the Salt Lake County household median income as set forth in UCA §17C-1-102(32). Such a purchaser is a "**Qualified Purchaser**." The current qualifying household incomes are listed on Exhibit B.

3. Critical Workforce Qualified Purchasers Favored. If an offer to purchase a Workforce Housing Unit is received which is acceptable to Ivory, Ivory shall not accept the offer if it is not made by a Qualified Purchaser who is also a member of the Critical Workforce (a "**Critical Workforce Qualified Purchaser**") for a period of thirty (30) days to give a Critical Workforce Qualified Purchaser the opportunity to match the offer. If the offer is matched by a Critical Workforce Qualified Purchaser, Ivory shall sell the Workforce Housing Unit to the Critical Workforce Qualified Purchaser.

a. If no matching offer is received, the Workforce Housing Unit may be sold to the original offeror who is a Qualified Purchaser but not a Critical Workforce Qualified Purchaser.

b. The Agency may, at its option, submit a list of Critical Workforce Qualified Purchasers known to the Agency, which shall in no event be considered a complete or exhaustive list of eligible Critical Workforce Qualified Purchasers.

4. Agency's Contribution. In exchange for Ivory's construction, designation and sale of the Workforce Housing Units to Qualified Purchasers the Agency shall contribute Nine Hundred Thousand Dollars ($900,000.00) (the "**Agency Contribution**") to the Residential Project to be used at Ivory's discretion in compliance with UCA §17C-1-412 to offset Ivory's cost in performing its obligations hereunder. Within thirty (30) days of the sale of a Workforce Housing Unit, Ivory will provide a written report to the Agency which demonstrates that the Unit was sold in compliance with this Agreement. The report will also indicate whether or not the Unit was sold to a member the City's Critical Workforce.

5. Payment of Agency Contribution. Within thirty (30) days of receipt of the written report from Ivory of the sale of a Workforce Housing Unit to a Qualified Purchaser, the Agency shall distribute a pro-rata portion of the Agency Contribution to Ivory. The pro-rata portion is one hundred thousand dollars ($100,000.00) per Workforce Housing Unit sold to a qualified buyer.

GENERAL PROVISIONS

7. Complete Agreement; Modifications. This Agreement, and attached Exhibits and documents referred to herein or executed contemporaneously herewith, constitute the entire agreement between the parties with respect to the subject matter hereof, and may not be amended, altered or modified except in writing signed by the parties hereto. This Agreement supersedes all prior written, and all prior or contemporaneous oral agreements, representations, warranties, statements, promises and understandings with respect to the subject matter hereof.

8. Further Instruments. The Parties shall execute any and all other documents or instruments that may be necessary or required to carry out and effectuate all of the provisions hereof without any further cost and within a reasonable time.

9. Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Alterations and Waivers. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder, whether by agreement of the parties or by custom, course of dealing or trade practice, shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought. No failure or delay by any part in exercising any right, power or remedy with respect to any of the provisions of this Agreement shall operate as a waiver of such provisions with respect to such failure or delay.

11. Authority. Each Party, by signing hereunder, represents and warrants that it has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

12. Time is of the Essence. Time is of the essence in performance of all obligations of this Agreement.

13. Successors and Assigns. This Agreement is to inure to the benefit of, and is binding upon, the Parties and their respective successors and permitted assigns.

14. Assignment. Neither party may assign its rights, obligations or interest in this Agreement to any other person or entity without first obtaining the prior written consent of the other Party which consent may be given or withheld in that Party's sole discretion.

15. No Third-Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of Ivory and the Agency only and is not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Agreement.

16. Governing Law. This Agreement is governed by and construed in accordance with the laws of Utah.

17. Warranty of Authority. Those executing this Agreement represent and warrant that the signer is duly authorized to execute the Agreement on behalf of the Party for which it is executing the Agreement.

18. Incorporation of Exhibits and Recitals. The Exhibits attached hereto and Recitals set forth above are incorporated into and are part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

IVORY DEVELOPMENT, LLC
A Utah Limited Liability Company

By: _____
Its: President

SOUTH JORDAN CITY REDEVELOPMENT AGENCY
A Political Subdivision of the State of Utah

By: _____
Its: Chair

Redevelopment Corporate Agency of South Jordan
CORPORATE Seal
State of Utah

Attest:

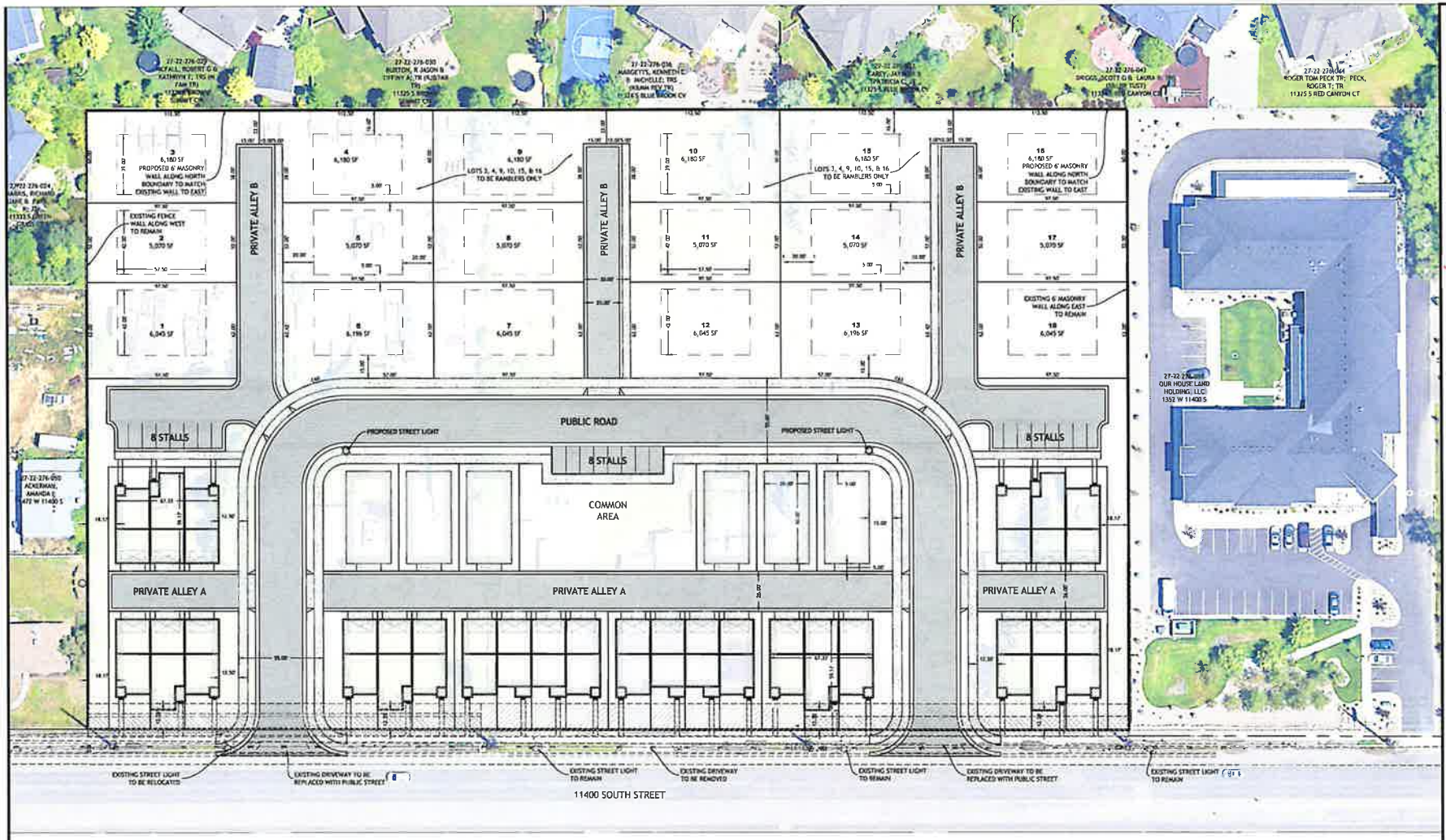
_____
Executive Director

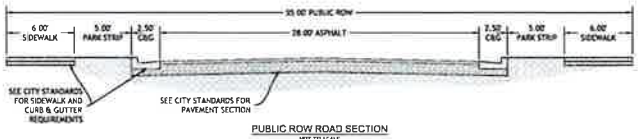
Approved as to Form:

_____
RDA Attorney

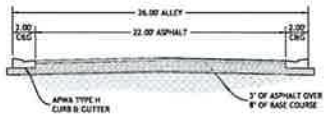
**Exhibit A**

**Map of Residential Project**

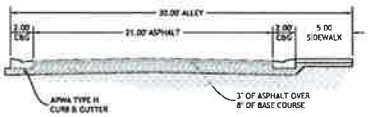



PUBLIC ROW ROAD SECTION
NOT TO SCALE




PRIVATE ALLEY A SECTION
NOT TO SCALE




PRIVATE ALLEY A SECTION
NOT TO SCALE

EDM Partners
3980 S 700 E, #22 Salt Lake City, UT 84107
(801) 305-4670 www.edmpartners.com

SCALE: 1" = 30'
0 15 30 60 90

DEVELOPER:
Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
801-747-7000

IVORYHOMES
Utah's Number One Homebuilder

NOTES:

STATISTICS:

| | |
|---|---|
| TOTAL AREA = | 6.28 ACRES |
| F - COTTAGE LOTS = | 18 |
| C - COTTAGE LOTS = | 6 |
| TOWN HOME LOTS = | 26 |
| TOTAL LOTS = | 50 |
| DENSITY = | 7.96 UNITS/ACRE |

# Bingham Court

Conceptual Site Plan

| PROJECT: | |
|---|---|
| DRAWN BY: | NMM |
| REVIEWED BY: | PMD |
| REVISIONS: | |
| No. DATE | REMARKS |

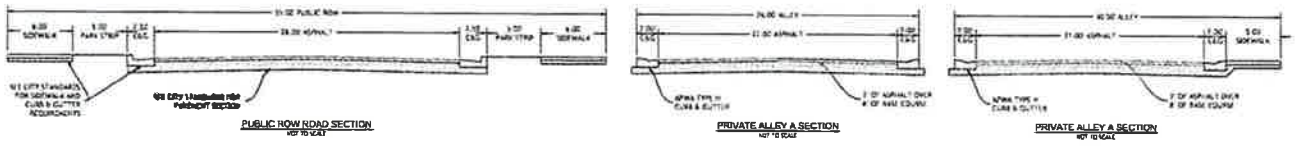
DATE: June 26, 2019

SHEET NUMBER:
O-1

**Exhibit B**

**Map of Workforce Housing Units**



PUBLIC ROW ROAD SECTION
NOT TO SCALE

PRIVATE ALLEY A SECTION
NOT TO SCALE

PRIVATE ALLEY A SECTION
NOT TO SCALE

EDM Partners

3990 S 700 E, #220 Salt Lake City, UT 84107
(801) 305-4676 www.edmpartners.com

SCALE 1" = 30'

DEVELOPER:
Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117
801-747-7000

IVORYHOMES

NOTES:

STATISTICS

| | |
|---|---|
| TOTAL AREA = | 9.39 ACRES |
| P = COTTAGE LOTS = | 18 |
| C = COTTAGE LOTS = | 6 |
| TOWN HOME LOTS = | 26 |
| TOTAL LOTS | 50 |
| DENSITY = | 5.3 UNITS/ACRE |

# Bingham Court

## Conceptual Site Plan

PROJECT:
DRAWN BY: NSM
REVIEWED BY: PMD
REVISIONS:

| No. | DATE | REMARKS |
|---|---|---|

DATE: June 26, 2019

SHEET NUMBER:
O-1

# Exhibit C

## Workforce Housing Units Sale Terms & Standards

## 80% of the household median income

| | 100% Area Income | 1 Person | 2 People | 3 People | 4 People | 5 People | 6 People | 7 People | 8 People |
|---|---|---|---|---|---|---|---|---|---|
| Salt Lake County | $ 80,000.00 | $ 44,800.00 | $ 51,200.00 | $ 57,600.00 | $ 64,000.00 | $ 69,150.00 | $ 74,250.00 | $ 70,600.00 | $ 75,150.00 |
| Maximum Purchase Price (5% Rate) | | $ 246,500.00 | $ 264,500.00 | $ 291,900.00 | $ 329,000.00 | $ 355,000.00 | $ 379,900.00 | $ 410,000.00 | $ 433,000.00 |
| Monthly Payment (Including HOA and MI) | | $ 1,243.20 | $ 1,420.80 | $ 1,598.40 | $ 1,776.00 | $ 1,918.91 | $ 2,060.44 | $ 1,959.15 | $ 2,085.41 |
| | | | | | | | | | |
| | 80% AMI | $ 44,800.00 | $ 51,200.00 | $ 57,600.00 | $ 64,000.00 | $ 69,150.00 | $ 74,250.00 | $ 70,600.00 | $ 75,150.00 |
| | Monthly | $ 3,733.33 | $ 4,266.67 | $ 4,800.00 | $ 5,333.33 | $ 5,762.50 | $ 6,187.50 | $ 5,883.33 | $ 6,262.50 |
| | DTI-45% | $ 1,680.00 | $ 1,920.00 | $ 2,160.00 | $ 2,400.00 | $ 2,593.13 | $ 2,784.38 | $ 2,647.50 | $ 2,818.13 |
| | Taxes | $ 143.79 | $ 154.29 | $ 170.28 | $ 191.92 | $ 207.08 | $ 221.61 | $ 239.17 | $ 252.58 |
| | Insurance | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 |
| | MI | $ 130.00 | $ 130.00 | $ 130.00 | $ 130.00 | $ 130.00 | $ 130.00 | $ 130.00 | $ 130.00 |
| | HOA | $ 40.00 | $ 40.00 | $ 40.00 | $ 40.00 | $ 40.00 | $ 40.00 | $ 40.00 | $ 40.00 |
| | Debts | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| | PI | $ 1,316.21 | $ 1,545.71 | $ 1,769.73 | $ 1,988.08 | $ 2,166.04 | $ 2,342.77 | $ 2,188.33 | $ 2,345.54 |
| | | $245,185.42 | $287,937.05 | $329,667.23 | $370,343.38 | $403,493.74 | $436,414.36 | $407,646.27 | $436,931.29 |

*Based on 80% of HUD AMI #'s 2018

# Exhibit D

## Example of Restrictive Deed

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

WHEN RECORDED, RETURN TO:

City Recorder
Park City Municipal Corporation
PO Box 1480, 445 Marsac Avenue
Park City, UT 84068

ENTRY NO. 01012050
02/02/2015 11:27:16 AM B: 2277 P: 1536
Restrictive Covenants PAGE 1/18
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION

# DEED RESTRICTIONS PROTECTING THE AFFORDABILITY AND SUSTAINABILITY OF AFFORDABLE HOMES AT PARK CITY HEIGHTS

This Deed Restrictions Concerning the Affordability and Sustainability of the affordable units at Park City Heights ("Agreement") is made and entered into as of this 29 day of January, 2015 (the "Effective Date"), by and between Ivory Development LLC, a Utah corporation ("Owner/Developer"), and Park City Municipal Corporation, a political subdivision of the State of Utah ("City").

## RECITALS

A. Ivory Development LLC owns that certain property situated in Park City, Utah, as more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.

B. The Owner/Developer submitted an affordable housing development plan (the "Plan") to the City that was approved by the City on July 17, 2014. The Plan includes the construction of 79 affordable housing units to be built in four phases (collectively, the "Units"; each individually, a "Unit"). These Units include 28 townhomes on lots T1 through T28, 35 homes located on lots 1 through 35, and 5 cottage homes. The initial cottage homes identified in phase I shall be located on lots 36, 39, 42, 54, and 75. The remaining 11 cottage home lots in future phases shall be identified in a separate deed restriction.

C. The Units identified herein are subject to the terms of this Agreement. The sole purpose of the Units governed by this Agreement is to provide owner-occupied affordable housing for use by qualified applicants as their primary residence.

## AGREEMENT

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS:**

1.1. Domicile. The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual and his family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.

1.2. Event of Default. Noncompliance with any part of this Agreement.

1.3. Maximum Re-Sale Price. The price above which no deed restricted unit may be sold as calculated by the Park City Finance Office based on the formula set forth in Section 3.9, below.

1.4. Non-Qualified Buyer. A buyer of a Unit that is not a Qualified Buyer.

1.5. Owner-Occupied. A Unit that is occupied by the title owner of record of the Unit as his primary residence.

1.6. Primary Residence. The place where a domicile has been established.

1.7. Qualified Buyer. A Qualified Buyer must meet the following criteria:
1.7.1. Person(s) who does not own other real property; and
1.7.2. A household with a minimum of one adult who meets one of the following criteria:
a) Full time (30 hours of employment per week) employees of entities located within the boundaries of the Park City School District; or
b) An owner or owner's representative of a business within the boundaries of the Park City School District.

1.8. Sale. The term "sale," or any derivative thereof (e.g., "sales," "sold," and "sell"), shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include, but is not limited to, any gift, assignment, or other transfer.

1.9. Units. The 68 units to be built in phase I: 28 townhomes on lots T1 through T28, 35 homes located on lots 1 through 35, and 5 cottage homes including those located on lots 36, 39, 42, 54, and 75. The remaining 11 Units will be built in future phases.

2. **COVENANT TO RESTRICT SALES TO QUALIFIED BUYERS.** Except as otherwise agreed by the City and the Owner/Developer by amendment to this Agreement, Units shall only be sold to (1) Qualified Buyers who agree to use the Unit as their owner-occupied primary residence or (2) the City. If any Unit is sold to the City, the City shall also be bound by restrictions set forth in this Agreement. A Unit may be sold to a Non-Qualified Buyer only under the circumstances set forth in Section 3, below.

3. **SALES.**

3.1. INITIAL SALES. The initial sales by the Owner/Developer shall be subject to the restrictions set forth in Section 2, above and shall be priced in accordance with the Housing Mitigation Plan approved by Park City Housing Authority on July 17, 2014.

3.2. PRICING OF INDIVIDUAL UNITS. The final sales price for each unit will be established at the time of sale of individual units in accordance with the Housing Mitigation Plan approved by Park City Housing Authority on July 17, 2014 and documented in a separate and amended Deed Restriction to be recorded prior to the sale of individual units.

3.3. RESALE OF UNIT. Following the initial sale by the Owner/Developer the Unit Owner shall notify the City's housing staff by delivering to the City a written notice of such intent. The Unit Owner shall not sell his interest in the Unit unless such notice has been provided to the City and the City has had an opportunity to exercise its option pursuant to Section 3.3, below. The date the Unit Owner delivers such notice to City shall be the "Offer Date".

3.4. OPTION TO THE CITY. The City shall have forty-five (45) days after the Offer Date ("Option Period") to either purchase the Unit ("Option"), assign the Option to a Qualified Buyer, or decline to purchase the Unit. The City shall deliver to the Unit Owner written notice of whether or not it will exercise its Option to buy ("Exercise Notice"). City shall use its best efforts to deliver the Exercise Notice to the Unit Owner regarding the City's plans to exercise the Option as early as possible within the Option Period.

3.4.1. If the City elects to exercise its Option to buy the Unit or assigns the option to a Qualified Buyer, the City or the Qualified Buyer shall complete the acquisition of the Unit within sixty (60) days after delivering the Exercise Notice.

3.4.2. If the City (i) notifies the Unit Owner in writing that it will not exercise the Option, (ii) fails to deliver the Exercise Notice to the Unit Owner within the Option Period, or (iii) exercises the Option or assigns the Option to a Qualified Buyer but the transaction fails to close within sixty (60) days after delivering the Exercise Notice, the Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.

3.5. SALE TO A QUALIFIED BUYER. Upon expiration or other termination of an Option with respect to a particular Unit, the selling Unit Owner shall then offer the Unit for sale to Qualified Buyers through efforts such as: (i) advertising the sale through local media outlets such as the local newspaper and radio station; (ii) providing notice of the sale to the City Housing Office; (iii) listing the Unit for sale on the Mountainlands Community Housing Trust resale list; and (iv) listing the Unit for sale on other web-based outlets.

3.6. SALE TO A NON-QUALIFIED BUYER. If, after using reasonable efforts to sell the Unit to a Qualified Buyer, a Unit Owner is unable to sell the Unit, the Unit Owner shall

request that (i) the City purchase the Unit at a mutually agreed price or (ii) that the City permit a Non-Qualified Buyer purchase the Unit subject to the terms of these restrictions. "Reasonable efforts" shall mean conducting a minimum of the following for no less than 120 days: (i) advertising the sale through local media outlets such as the local newspaper and radio station; (ii) providing notice of the sale to the City Housing Office; (iii) listing the Unit for sale on the Mountainlands Community Housing Trust resale list; and (iv) listing the Unit for sale on other web-based outlets.

3.7. RESALE FORMULA. Following the initial sale of the Unit by the Owner/Developer, subsequent sales of Units shall be governed by a resale formula that establishes the maximum permitted resale price of the unit ("Maximum Sales Price"). In no event shall a Unit be sold by the initial buyer and subsequent buyers for an amount in excess of the Maximum Sales Price, which is equal to the actual purchase price (i) plus an increase of three percent (3%) per year from the date of purchase to the date of Unit Owner's notice of intent to sell, (ii) plus Permitted Capital Improvements, as defined in Exhibit B (iii) minus any reductions in price pursuant to Section 3.7.1, (iv) plus the sum of $250.00 to the City or its designee upon each transfer of ownership of a Unit. The purchaser shall pay no more than the Maximum Sales Price. Real estate commissions, seller's closing costs and capital improvements that are not Permitted Capital Improvements as defined in Exhibit B shall not be added to the Maximum Sales Price.

3.7.1. ADDING TO MAXIMUM SALES PRICE. With the prior written approval of the City, as required pursuant to Exhibit B, a Unit Owner may add Permitted Capital Improvements, as defined in Exhibit B, which add up to a maximum of seven percent (7%) of the purchase price to the resale value. Each new owner can submit an application to the City for this seven percent (7%) capital improvement maximum to the resale value. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit B hereto shall qualify for inclusion.

3.7.2. OUT OF POCKET COSTS. In calculating the costs under Sections 3.7.1, only the Unit Owner's actual out-of pocket costs and expenses as evidenced by receipts shall be used to calculate sale price. Such amount shall not include an amount attributable to the Unit Owner's profit, labor ("sweat equity") or to any appreciation in the value of the improvements.

3.8. Nothing in this Agreement shall be construed to constitute a representation or a guarantee by the Owner/Developer or the City that any sale of a Unit by a Unit Owner shall obtain the Maximum Sales Price.

## 4. PHYSICAL CONDITION OF UNITS

4.1. CHANGES AND/OR CAPITAL IMPROVEMENTS. No substantial or non-cosmetic changes or capital improvements whatsoever may be made to any individual Unit without the prior approval of the City.

**4.2.** MINIMUM STANDARDS OF PHYSICAL CONDITION. A Unit Owner will be required to maintain a minimum standard of physical conditions, as set forth in

Exhibit C – Minimum Standards, for the Unit in order to receive full resale value. Prior to any sale of a Unit, the City or a designee will conduct an inspection and provide a list to the Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards and to get full resale value. If said inspection reflects items that do not meet the minimum standards for Unit Owner to receive full resale value pursuant to Exhibit C, the Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Unit Owner to receive full resale value, the Unit shall be sold for the Maximum Resale Price. The City will determine the Maximum Sales Price according to the formula set forth in Section 3.7, above.

## 5. EVENTS OF DEFAULT

5.1. IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Ordinance 14-47 and Park City Municipal Code section 8-3-6 establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements." Any violation of Ordinance 14-47 and Park City Municipal Code section 8-3-6 as amended in connection with any Unit is an Event of Default, and the responsible party is subject to criminal prosecution. The Ordinance is attached as Exhibit D.

5.2. OWNER OCCUPANCY. All Units shall be owner-occupied. Unit Owners shall occupy their Unit as their primary residence. Any exceptions to this requirement must be granted in writing by the City Housing office.

5.3. RENTAL OF UNITS. No Unit Owner may rent or lease their Unit unless the City at its sole discretion has provided prior written approval. Renting the Unit constitutes an Event of Default of the Unit Owner. If approval is granted in extenuating circumstances, it shall not total more than 12 months and the option shall not be exercised more than once. In no circumstances are nightly rentals allowed. If an owner is unable to sell after "reasonable effort" and more than 120 days of advertising, the City at its sole discretion may approve renting the unit. Reasonable effort shall constitute at minimum: advertising through the City's Housing Office, Mountainlands Community Housing Trust, local media and other online resources.

5.4. LIMITATIONS ON REFINANCING. The Unit Owner shall not, under any circumstances, obtain any Financing or a combination of multiple rounds of Financing that, in the aggregate, exceeds the Maximum Resale Price at the time such Financing is completed. Doing so constitutes an event of default.

5.5. DEFAULT. As defined above, noncompliance with any part of this Agreement constitutes an Event of Default. Events of Default shall include but not be limited to: rental of the Unit without prior written approval of the City, obtaining Financing or a combination of multiple rounds of Financing that, in the aggregate, exceeds the Maximum Resale Price, not utilizing the Unit as an owner-occupied primary residence,

and noncompliance with any other part of this Agreement. Upon the occurrence of any Event of Default, a Unit Owner shall have 30 days to remedy the default, after which the City shall have the right to require that the Unit Owner sell the Unit in accordance with and subject to limitations of this Agreement.

5.6. PENALTIES. Upon the occurrence of any Event of Default, if the Unit Owner remains out of compliance and does not cure the default, monetary penalties shall be assessed against the Unit Owner at $100 per day beginning on the 31st day after the Unit Owner is notified in writing of the Event of Default. The City reserves the right to seek judicial enforcement of these penalties, including seeking a judgment lien and foreclosure.

5.7. CITY'S RIGHT TO PURCHASE UNIT IN DEFAULT. If a Unit Owner is in default of or has failed to make timely payments with respect to any mortgage, deed of trust, or other financial arrangement secured by a Unit, the creditor secured by the Unit (the "Secured Creditor") shall provide the City with a written notice at least 30 days prior to initiating a trustee's sale, foreclosure proceeding, or remedy affecting title to the Unit. After receiving the notice from the Secured Creditor, the City or a designee shall have the right to purchase such Unit at a price equal to the amount of outstanding principal, accrued interest, and any other reasonable costs incurred by the Secured Creditor in connection with the Unit. The City may exercise its right to purchase the Unit by providing written notice of its intent to purchase to the Secured Creditor within 30 days after receipt of the Secured Creditor's notice. If the City or a designee does not provide the Secured Creditor notice of its intent to exercise its right to purchase within 30 days after receipt of the notice from the Secured Creditor, the City's right to purchase shall lapse. If the City's right to purchase lapses, the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit. If the ownership of the Unit is transferred as the result of a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, all deed restrictions in this Agreement are removed with respect to that Unit.

## 6. OTHER MISCELLANEOUS ISSUES

6.1. TERM OF AGREEMENT. The term of this Agreement shall commence as of the date first set forth above and continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, this Agreement shall be renewed for additional consecutive ten (10) year terms, unless the City shall determine, based an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs in of the City. The City Council of the City or its successor shall make the final determination of such continuing need.

6.2. ANNUAL COMPLIANCE REPORT. Each Unit Owner shall provide the City with an annual compliance report in a form specified by the City by November 30 of each year during the term of this Agreement. The annual compliance report shall include a signed

statement by the Unit Owner certifying that the Unit is in compliance with the terms of this Agreement.

6.3. WAIVERS. The Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the City in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Unit are not real covenants running with the land constituting the Unit. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the City.

6.4. DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying the Unit to a purchaser, the transferor of the Unit shall have no further liability under this Agreement respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor.

6.5. SALE AGAINST OWNER'S WILL. Nothing in this Agreement shall be interpreted to require a Unit Owner to sell the Unit against that Unit Owner's will unless the Unit Owner is in default pursuant to Section 5.4.

6.6. SEVERABLE OBLIGATIONS AND LIABILITIES. The parties understand that the Units may eventually be owned by different individuals and entities. The Unit Owner of any particular Unit, and that Unit itself, shall not be liable for, or encumbered by, the obligations or liabilities under this Agreement associated with any other Unit or Unit Owner.

6.7. NON-RECOURSE. The various owners, members, directors, officers, managers, employees, agents and contractors of the Owner/Developer shall have no personal liability, deficiency, or recourse liability under this Agreement. The Owner/Developer's liability under this Agreement shall be limited solely to the Owner/Developer's interest in each Unit and the proceeds therefrom.

6.8. NOTICES. Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to the Owner/Developer shall be addressed to the following address:

Ivory Development LLC
978 Woodoak Lane
Salt Lake City, UT 84117
Attn: President
Fax: (801) 747-7091

Any notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal Corporation
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060
Attn: City Recorder and Housing Office
Fax: (435) 615-4903

6.9. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

6.10. ATTORNEYS' FEES. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

6.11. CHOICE OF LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

6.12. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.

6.13. THIRD PARTY BENEFICIARY. This Agreement is not intended to confer rights on third parties.

6.14. PARAGRAPH HEADINGS. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein.

6.15. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

6.16. MODIFICATIONS. The Parties agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties, or their successors, hereto and recorded with the Clerk and Recorder of Summit County, Utah.

6.17. RECORDATION. Upon execution and delivery of this Agreement by the Owner/Developer and the City, the Owner/Developer shall cause this Agreement to be recorded and filed in the official public land deed records of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

6.18. COVENANTS RUN WITH LAND. The Owner/Developer intends, declares and covenants, on behalf of itself, all future owners of the Units, and all parties that obtain any interest in any Unit that this Agreement and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Units, shall be covenants running with the land and improvements constituting the Units, for the benefit of the City, shall encumber the Units, and shall be binding upon the Owner/Developer, all subsequent Unit Owners of the Units, and any other party with an interest in any Unit.

6.19. INTEGRATION. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

CITY:

Park City Municipal Corporation,
A political subdivision of the State of Utah

By: Jack Thomas

Name: Jack Thomas

Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

OWNER/DEVELOPER:
Ivory Development LLC

By: Christopher P. Gamvroulas

Name: Christopher P. Gamvroulas

Its: President

**ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me this 23rd day of Jan 20 15, by Christopher P Gamvroulas, in his/her capacity as President Ivory Development, a corporation of the State of UT.

Brooke Siddoway
NOTARY PUBLIC
Residing at: SL County

My Commission Expires:

12-20-17

BROOKE SIDDOWAY
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 673003
COMM. EXP. 12-20-2017

EXHIBIT A

**The following described real Property is located in Summit County, Utah:**

Lots T-1 through T-28, inclusive, 1 through 35, inclusive, 36, 39, 42, 54 and 75, PARK CITY HEIGHTS PHASE 1 SUBDIVISION, according to the official plat, on file and of record in the Summit County Recorder's office.

Parcel Numbers PCH-1-T1, PCH-1-T2, PCH-1-T3, PCH-1-T4, PCH-1-T5, PCH-1-T6, PCH-1-T7, PCH-1-T8, PCH-1-T9, PCH-1-T10, PCH-1-T11, PCH-1-T12, PCH-1-T13, PCH-1-T14, PCH-1-T15, PCH-1-T16, PCH-1-T17, PCH-1-T18, PCH-1-T19, PCH-1-T20, PCH-1-T21, PCH-1-T22, PCH-1-T23, PCH-1-T24, PCH-1-T25, PCH-1-T26, PCH-1-T27, PCH-1-T28, PCH-1-1, PCH-1-2, PCH-1-3, PCH-1-4, PCH-1-5, PCH-1-6, PCH-1-7, PCH-1-8, PCH-1-9, PCH-1-10, PCH-1-11, PCH-1-12, PCH-1-13, PCH-1-14, PCH-1-15, PCH-1-16, PCH-1-17, PCH-1-18, PCH-1-19, PCH-1-20, PCH-1-21, PCH-1-22, PCH-1-23, PCH-1-24, PCH-1-25, PCH-1-26, PCH-1-27, PCH-1-28, PCH-1-29, PCH-1-30, PCH-1-31, PCH-1-32, PCH-1-33, PCH-1-34, PCH-1-35, PCH-1-36, PCH-1-39, PCH-1-42, PCH-1-54, PCH-1-75

## EXHIBIT B
## PERMITTED CAPITAL IMPROVEMENTS

1. The term "Permitted Capital Improvement" as used in the Agreement shall only be allowed as they are consistent with the CCRs and design guidelines and shall only include the following:
    a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements.
    b. Improvements for energy and water conservation;
    c. Improvements for the benefit of seniors and/or handicapped persons;
    d. Improvements for health and safety protection devices (including radon);
    e. Improvements to add and/or finish permanent/fixed storage space; and/or
    f. Improvements to finish unfinished space.

2. Permitted Capital Improvements as used in this Agreement shall NOT include the following:
    a. Jacuzzis, saunas, steam showers and other similar items;
    b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
    c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.

3. All Permitted Capital Improvement items and costs shall be approved by the City in writing in order to be added to the Maximum Resale Price (up to 7% of the Maximum Resale Price, not including Permitted Capital Improvements) as defined in this Agreement. In order to get credit for Permitted Capital Improvement where a building permit is required, the improvement will not be counted unless it received a final inspection and is considered completed by the City Building Department.

**EXHIBIT C**
**MINIMUM STANDARDS FOR**
**SELLER TO RECEIVE FULL RESALE VALUE**

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS:
**Clean Unit: All rooms will be cleaned as stated below:**
Kitchen:

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.
- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

**EXHIBIT D**
**ORDINANCE 14-47**

**Ordinance No. 14-47**

## AN ORDINANCE AMENDING TITLE 8, CHAPTER 3 OF THE MUNICIPAL CODE OF PARK CITY, UTAH TO INCLUDE THE PROHIBITION OF AFFORDABLE HOUSING FRAUD

WHEREAS, there exists, homes, deed restricted for affordability within the city limits of Park City; and

WHEREAS, Park City Municipal Corporation wishes to ensure that the deed restricted affordable housing units are meeting the needs of the target population, the homes remain viable and in good condition and remain affordable for the long term; and

WHEREAS, there have been acts in the past by owners, developers, buyers, sellers, real estate brokers and agents, appraisers, title companies, mortgage brokers and mortgage lenders, seeking to disregard the recorded deed restrictions and to sell, lease or finance said units at market value or rent a unit or not occupy a unit when owner-occupation and/or occupation as a primary residence is required; and

WHEREAS, Park City Municipal Corporation wants to ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers, renters and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH THAT:

**Section I.** Amendment. Title 8 Criminal Code of the Municipal Code of Park City is hereby amended to include Section 8-3-6, as follows:

8-3-6 **AFFORDABLE HOUSING FRAUD**

1. Definitions:

   a. AFFIDAVIT OF COMPLIANCE. Form sent annually to owners of property that is deed restricted for affordability requiring signature and notarization establishing compliance with the deed restrictions recorded against said property.

   b. DEED RESTRICTED AFFORDABLE HOUSING UNIT. Any housing unit that has deed restrictions recorded against the unit preserving affordability.

   c. DOMICILE. The place where an individual has a fixed permanent home and principal establishment; to which the individual if absent, intends to return; and in which the individual and his or her family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.

   d. MAXIMUM RESALE VALUE. Maximum Resale Value is based on the resale formula established in the applicable deed restriction.

e. PRIMARY RESIDENCE. The place where a domicile has been established.

2. Affordable Housing Fraud. A person commits the offense of Affordable Housing Fraud if the person does any of the following with the intent to defraud, mislead, receive unjust enrichment, or otherwise circumvent the proper application of recorded deed restrictions for affordable housing:

   a. Knowingly makes any material misstatement, misrepresentation, or omission during the purchase, sale, mortgage lending process, leasing, or other process involving a deed restricted affordable housing unit, intending that it be relied upon by a buyer, seller, mortgage lender, borrower, renter or any other party;

   b. When dealing with a deed restricted affordable housing unit, knowingly:
      i. Participates in or facilitates any contract or other agreement other than a standard Real Estate Purchase Agreement or other formal real estate contract or agreement for the real property, to sell or purchase improvements to the real property or personal property for a value in excess of the deed restricted maximum resale value;
      ii. Obtains or facilitates financing of a deed restricted affordable housing unit at an amount greater than the deed restricted maximum resale value;
      iii. Closes an escrow or facilitates a transfer of the property without fully complying with all requirements related to a transfer of the property;
      iv. Leases an affordable unit without fully complying with the requirements set forth in the deed restrictions;
      v. Fails to occupy his or her deed restricted affordable housing unit as his or her primary residence; or
      vi. Fails to file or cause to be filed annually a signed and notarized affidavit of compliance, or provides false information on the affidavit of compliance;

   c. Knowingly files or causes to be filed with any county recorder in Utah any document that the person knows contains a material misstatement, misrepresentation, or omission; or

   d. Receives any proceeds or any compensation in connection with a sale, lease or financing of a deed restricted affordable housing unit that the person knows resulted from a violation of this section.

3. Penalty. Any person violating the provisions of this ordinance shall be guilty of a class B misdemeanor. Any person convicted of violating this section is disqualified from further participation in affordable housing programs within the city limits for a period of five (5) years following the date of such conviction; provided, however, this provision shall not be construed or interpreted to impair any existing contract to which the convicted person is a party.

4. Enforcement. The Park City Police Department shall have authority to investigate violations of this section and issue citations.

**Section II**. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent

jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section III**. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of Park City Municipal Corporation conflict with the provisions of this ordinance, this ordinance shall prevail.

**Section IV**. Effective Date. This ordinance shall become effective upon publication.

**PASSED AND ADOPTED BY THE Park CITY COUNCIL this** 25 **day of** September, **2014.**

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Marci Heil, City Recorder

Approved as to form:

Tricia S. Lake, Assistant City Attorney

# SOUTH JORDAN CITY
# PLANNING COMMISSION REPORT

**Meeting Date: 3/24/2020**

**Application:** **Pearl Cove Phase 3, First Amendment - Subdivision Amendment**

**Address:** 1962 West Nicholas Farm Lane
**File No:** PLPLA202000073
**Applicant:** Brian Rindlisbacher, Applicant

**Submitted By:** Brad Sanderson, Planner III
Shane Greenwood, Supervising Senior Engineer

**Staff Recommendation (Motion Ready):** I move that the Planning Commission **approve** Pearl Cove Phase 3 First Amendment, file number PLPLA202000073, as proposed.

## STANDARDS FOR SUBDIVISION AMENDMENT REVIEW:

All proposed vacations, alterations or amendments of subdivision plats must meet the review requirements outlined in Chapter 16.14 and the requirements of the individual zone in which the subdivision is proposed. All provisions of Title 16, Title 17, and other City requirements shall be met in preparing applications and in designing and constructing the development for which the amended, vacated or altered subdivision plat is intended to facilitate. *See* City Code § 16-14-020.

## BACKGROUND

The Applicant is proposing to combine lots 317 and 318 within the Pearl Cove Phase 3 subdivision into a single lot. As part of the proposal the Applicant is proposing to abandon a private drainage easement, currently located between the two lots, and a water meter currently located on the north side of lot 318.

The primary purpose for combining the two lots is to allow a detached building, pool, and other accessory amenities, which are not allowed by themselves on a residential lot without a primary dwelling (see concept plan).

## STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

**Findings:**

- The Applicant is the owner of both lots 317 and 318.
- Both properties are located within the same zone (R-2.5) and subdivision phase.
- Since the easement between the two lots is a private drainage easement, there is no required City approval or public hearing process for the abandonment of the easement.
- Lot 317 currently has a water meter that services the existing house. If the lots are combined, the water meter designated for lot 318 would no longer be needed and by removing the water meter, it would further prevent a separate guesthouse, which is currently not allowed within this zone.
- Buildings, pools, site grading, and other improvements will be reviewed as part of a separate building permit review.

**Conclusion:**
Based on the findings listed above, the application, the materials submitted by the Applicant, and Staff's review of the application, Staff concludes that the proposal meets all of the provisions of Titles 16 & 17 of the City Code.

**Recommendation:**
Based on the Findings and Conclusion listed above, Staff recommends that the Planning Commission take comments at the public hearing and approve File No. PLPLA202000073 as proposed, unless during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

**ALTERNATIVES:**
- Deny the application.
- Propose modification(s) to the application.
- Schedule the application for a decision at some future date.

**SUPPORT MATERIALS:**
- Location Map
- Original Pearl Cove Phase 3 plat
- Proposed Pearl Cove Phase 3 Amendment
- Concept Plan


Location Map
Pearl Cove Phase 3
Taylor View Drive
Nicholas Farm Lane
Lot 318
Lot 317
N

# PEARL COVE SUBDIVISION PH3 P.U.D.

A PLANNED UNIT DEVELOPMENT (P.U.D.)

AMENDING PARCEL 'A' AND SUBDIVIDING PARCEL 'C' OF PEARL COVE SUBDIVISION PH2
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH
(AMENDING PARCEL 'A' AND 'C', PEARL COVE PHASE 1 P.U.D.)

NORTH

SCALE: 1" = 100'

0 50 100 200 300

| LINE TABLE | | |
|---|---|---|
| LINE # | DIRECTION | LENGTH |
| L1 | N 00°08'13" W | 154.67' |
| L2 | S 89°51'47" W | 13.90' |
| L3 | N 89°51'47" E | 19.77' |
| L4 | S 00°00'00" E | 155.77' |
| L5 | S 17°15'39" E | 129.79' |
| L6 | N 45°08'13" W | 74.25' |
| L7 | N 48°52'45" W | 44.59' |
| L8 | N 43°49'42" W | 45.71' |
| L9 | N 33°19'03" W | 52.43' |
| L10 | N 28°17'52" W | 54.73' |
| L11 | N 25°03'11" W | 36.30' |
| L12 | S 23°46'23" E | 59.07' |
| L13 | S 37°04'57" W | 106.70' |
| L14 | N 10°08'22" W | 74.57' |
| L15 | N 07°09'57" W | 59.34' |
| L16 | N 06°07'27" W | 46.14' |
| L17 | N 09°07'27" W | 10.05' |
| L18 | N 05°12'53" W | 68.69' |
| L19 | N 10°34'04" W | 12.57' |
| L20 | N 10°34'04" W | 79.42' |
| L21 | N 13°59'56" W | 61.74' |
| L22 | N 15°47'56" W | 46.80' |
| L23 | N 22°45'19" W | 34.45' |
| L24 | S 20°36'07" E | 41.80' |
| L25 | S 21°02'06" W | 30.64' |
| L27 | S 18°40'48" E | 58.28' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C1 | 400.47' | 255.01' | 36°29'03" | S36°26'34"E | 250.72 |
| C2 | 800.00' | 154.13' | 11°02'20" | S11°44'29"E | 153.89 |
| C3 | 300.00' | 78.35' | 14°57'52" | S13°42'15"E | 78.13 |
| C4 | 60.00' | 48.68' | 34°41'46" | S72°42'20"E | 47.93 |
| C5 | 60.00' | 14.99' | 10°44'02" | S14°33'53"E | 14.97 |
| C6 | 252.50' | 39.93' | 9°03'46" | S4°40'03"E | 39.89 |
| C7 | 95.00' | 46.50' | 28°02'51" | S16°23'09"E | 46.04 |
| C8 | 15.00' | 7.93' | 30°16'22" | S15°16'24"E | 7.83 |
| C9 | 95.00' | 68.51' | 41°19'09" | S18°17'51"W | 67.03 |
| C10 | 95.00' | 68.59' | 41°21'59" | S59°38'25"W | 67.11 |
| C11 | 95.00' | 66.01' | 39°48'45" | N79°46'14"W | 64.69 |
| C12 | 15.00' | 7.93' | 30°16'22" | N75°00'02"W | 7.83 |
| C13 | 25.00' | 39.27' | 90°00'00" | N44°51'47"E | 35.36 |
| C14 | 197.50' | 5.45' | 1°34'55" | N8°24'25"W | 5.45 |
| C15 | 179.50' | 25.78' | 8°13'49" | N3°52'35"W | 25.76 |
| C16 | 25.00' | 35.32' | 80°56'20" | N49°40'03"W | 32.45 |
| C17 | 52.50' | 74.16' | 80°56'20" | S49°40'03"E | 68.15 |
| C18 | 225.00' | 35.58' | 9°03'46" | S4°40'03"E | 35.55 |
| C19 | 52.50' | 82.47' | 90°00'00" | S44°51'47"W | 74.25 |
| C20 | 480.50' | 40.35' | 4°48'26" | N87°27'34"W | 40.34 |
| C21 | 52.50' | 82.59' | 90°08'13" | N45°04'06"W | 74.33 |
| C22 | 52.50' | 82.34' | 89°51'47" | N44°55'54"E | 74.16 |

C10 80.00' 39.33' 28°09'24" N41°11'36"W 38.92'

C13 80.00' 10.03' 8°14'23" N23°46'08"W 10.01'

## SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 6135190, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets hereafter to be know as

**PEARL COVE SUBDIVISION PH3 P.U.D.**
A PLANNED UNIT DEVELOPMENT (P.U.D.)

and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

DENNIS K. WITHERS, P.L.S.
UTAH LICENSE NO.: 6135190

## BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. LOCATE IN SOUTH JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 00°03'14" WEST, ALONG THE SECTION LINE, A DISTANCE OF 1325.43 FEET AND NORTH 89°51'40" EAST, A DISTANCE OF 1030.12 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 10; AND RUNNING THENCE NORTH 0°08'13" WEST, A DISTANCE OF 154.66 FEET; THENCE SOUTH 89°51'47" WEST, A DISTANCE OF 13.90 FEET; THENCE NORTH 0°08'13" WEST, A DISTANCE OF 351.61 FEET; THENCE SOUTH 89°51'47" WEST, A DISTANCE OF 19.77 FEET; THENCE NORTH 155.77 FEET, TO THE SOUTH LINE OF SPRUCE SUBDIVISION NO.2; THENCE NORTH 89°55'42" EAST, A DISTANCE OF 331.41 FEET,TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°03'14" WEST, ALONG THE EAST LINE OF SAID SUBDIVISION AND THE EXTENSION THEREOF, A DISTANCE OF 231.54 FEET, TO THE CENTERLINE TO THE UTAH AND SALT LAKE CANAL; THENCE ALONG THE CENTERLINE OF SAID CANAL THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 36°56'57" EAST, A DISTANCE OF 5.10 FEET, TO A POINT OF CURVATURE; (2) SOUTHEASTERLY ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 36°47'40", A DISTANCE OF 256.90 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 36°56'04" EAST, A DISTANCE OF 245.86 FEET; (3) SOUTH 21°11'11" EAST, A DISTANCE OF 180.08 FEET, TO A POINT OF CURVATURE; (4) SOUTHEASTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°57'52", A DISTANCE OF 78.35 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 13°42'15" EAST, A DISTANCE OF 78.13 FEET; (5) SOUTH 6°13'19" EAST, A DISTANCE OF 172.08 FEET, TO A POINT OF CURVATURE; (6) SOUTHEASTERLY ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°02'20", A DISTANCE OF 154.13 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 11°44'29" EAST, A DISTANCE OF 153.89 FEET; (7) SOUTH 17°15'39" EAST, A DISTANCE OF 129.79 FEET; THENCE SOUTH 89°52'14" WEST, ALONG THE NORTH LINE OF PROSPECTOR PLACE NO.3 SUBDIVISION AND THE EXTENSION THEREOF, A DISTANCE OF 334.13 FEET; THENCE SOUTH 89°51'40" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 297.15 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 402,917 SQUARE FEET, OR 9.249 ACRES, IN 21 LOTS

## OWNER'S DEDICATION

Know all men by these presents that we the I undersigned owner of the above described tract of land having caused same to be subdivided into lot as streets to hereafter to be known as

**"PEARL SQVE SUBDIVISION PH3 P.U.D."**

do hereby dedicate for perpetual use of the public all parcel of land shown on this plat as intended for public use and do warrant, defend, and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, operation, and maintenance of the streets and so further dedicate the easements as shown for the use by all suppliers of utilities or other necessary services.

In witness whereof we have hereunto set our hand this 12 day of October 2017

JS SORENSEN
(PRINTED NAME)

(PRINTED NAME)

## ACKNOWLEDGEMENT

On this 12 day of October 2017 personally appeared before me, JS Sorensen, and who being by me duly sworn, did say that he/she the (PRINTED NAME) manager of LC Holding LLC a limited company that executed the above foregoing instrument and that said instrument was signed by him by authority of its by-laws (or by authority of a resolution of its board of directors, as the case may be) in behalf of said corporation in its capacity of manager of said limited company.

Notary Public: Rebecca Rendon
Residence: Salt Lake County, UT
My Commission Expires: 2-11-2020

REBECCA RENDON
Notary Public State of Utah
My Commission Expires on
February 10, 2020
Comm. Number: 687223

687223

## ACKNOWLEDGEMENT

STATE OF UTAH )
COUNTY OF SALT LAKE )

ON THE ____ DAY OF ____ 20__ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION ____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT ____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES ____ Rebecca Rendon Notary State of Utah ____ / PUBLIC
Exp. 2-11-2020 RESIDING IN SALT LAKE COUNTY
Comission # 687223

## GENERAL NOTES:

1. THE BASIS OF BEARING FOR THIS PLAT IS NORTH 00°03'14" WEST, ALONG THE WEST LINE OF SECTION SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN HEREON.
2. COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESIS INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OTHER SOURCES OF RECORD INFORMATION.
3. PROPERTY CORNERS NOT FOUND WERE MONUMENTED WITH A 5/8" REBAR AND RED NYLON CAP STAMPED "McNEIL ENG.", OR A NAIL & WASHER BEARING THE SAME INSIGNIA, UNLESS OTHERWISE NOTED HEREON.
4. LOT LINES INTERSECTING WITH AN ARC RADIAL TO THE CURVE UNLESS FOLLOWED WITH "(NR)" INDICATING A NON RADIAL LINE.
5. THIS PLAT IS SUBJECT TO THOSE TERMS AND CONDITIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND AF JS HOLDING L.L.C., RECORDED 2014 AS ENTRY NO. 11903950, IN BOOK 10282, PAGE 8627, OF SALT LAKE COUNTY OFFICIAL RECORDS.
6. MANY AREAS IN SOUTH JORDAN CITY HAVE GROUND WATER PROBLEMS DUE TO HIGH FLUCTUATING WATER TABLE. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS, IF ANY.
7. POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT ARE ADVISED TO FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R) DOCUMENTS RECORDED AGAINST LAND LEGALLY DESCRIBED BY THIS PLAT. FAILURE TO ADHERE TO THESE NOTES, EASEMENTS CC&R'S OR OTHER DOCUMENTS RECORDED AGAINST THE LAND COULD RESULT IN FINANCIAL LOSSES TO OR CHANGES IN EXPECTED PROPERTY USE BY THE PROPERTY OWNER. PROPERTY OWNERS AND PURCHASERS ARE RESPONSIBLE TO REVIEW AND TO BE IN COMPLIANCE WITH ALL NOTES, EASEMENTS, CC&R'S, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT, AS CURRENTLY EXISTING OR AS MAY FROM TIME TO TIME BE REVISED AND/OR AMENDED.
8. FINISH FLOOR ELEVATIONS ARE NOT TO EXCEED FOUR FEET IN HEIGHT FROM THE TOP BACK OF CURB.
9. SURVEYOR AND/OR ENGINEER CERTIFIES THAT ALL KNOWN OR RECORDED EASEMENTS, CLAIMS OF EASEMENTS OR ENCUMBRANCES IN THE TITLE REPORT DATED Oct. 6, 2017 PREPARED BY FIRST AMERICAN TITLE COMPANY ARE SHOWN ON THIS PLAT. SURVEYOR, FURTHER CERTIFIES THAT THE LEGAL DESCRIPTION OF THE PROPERTY REFERENCED IN THE TITLE REPORT MATCHES THE DESCRIPTION SHOWN ON THIS PLAT
10. PRIVATE IRRIGATION PIPE IS TO BE MAINTAINED BY OWNERS OF LOTS 309-313
11. 12' OPERATIONS AND MAINTENANCE EASEMENT FOR SLCO. FLOOD CONTROL.
12. As there is no common area in any phases of the Pearl Cove Development, the intended requirements in South Jordan Municipal Code 17.04.300 are met.

## PEARL COVE SUBDIVISION PH3 P.U.D.

A PLANNED UNIT DEVELOPMENT (P.U.D.)
LOCATED IN THE SOUTHWEST QUARTER OF 10,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

Subject Property

LEGEND

- FOUND SECTION CORNER
- FOUND MONUMENT
- FOUND LOT MARKER
- SUBDIVISION BOUNDARY
- SECTION LINE
- CENTERLINE
- NEW LOT LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- PUBLIC UTILITY AND DRAINAGE EASEMENT (P.U.D.E)
- DRAINAGE EASEMENT (D.E)
- SETBACK LINE (typical lot detail)
- SUBDIVISION BOUNDARY CORNER
- MONUMENT SET PER PHASE 1.
- MONUMENT TO BE SET
- RIGHT-OF-WAY LINE
- MON = MONUMENT
- (NR) = NON RADIAL LINE
- (BND) = BOUNDARY
- (CL) = CENTERLINE
- TRAIL EASEMENT
- SEWER EASEMENT

Storm drain easement & maintenance agreement in favor of South Jordan City Entry: 12605837 Book/Page: 10619 Pg 3613-3623

Utah & Salt Lake Canal Easement Entry 10892664 Book 9902 Pg 174

| MONUMENT ADDRESS TABLE | |
|---|---|
| A | 9890 SOUTH 1930 WEST |
| B | 9920 SOUTH 1930 WEST |

Parcel A dedicated to South Jordan City with this Plat 9937 South 1756 SQ FT 0.040 Acres

Utah & Salt Lake Canal Easement Entry 10892664 Book: 9902 Page: 174

HATCHED AREA IS WITHIN THE EXISTING CANAL Easement CONTAINS: 33,958 SQ. FT. OR 0.779 ACRES

VICINITY MAP
SCALE: N.T.S.

SALT LAKE COUNTY FLOOD CONTROL

APPROVED AS TO FORM THIS 26 DAY OF October A.D. 2017

SALT LAKE COUNTY FLOOD CONTROL

EASEMENT APPROVAL

CENTURY LINK: DATE 10-13-17
ROCKY MOUNTAIN POWER: DATE 10-16-17
COMCAST: DATE 10-13-17

QUESTAR APPROVAL

QUESTAR APPROVED THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENT IN ORDER TO SERVE THE DEVELOPMENT. THE APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHT, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL, OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

APPROVED AS TO FORM THIS 16TH DAY OF October A.D. 2017

BY: Questar Corporation
TITLE:

PREPARED BY:

McNEIL ENGINEERING™
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

| REVISIONS | | | |
|---|---|---|---|
| NO. | DATE | BY | DESCRIPTION |

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS 13 DAY OF October A.D. 2017

SALT LAKE COUNTY HEALTH DEPARTMENT

CITY PLANNING

APPROVED AS TO FORM THIS 9TH DAY OF November A.D. 2017

SOUTH JORDAN CITY PLANNER

SOUTH VALLEY SEWER DISTRICT

APPROVED AS TO FORM THIS 1 DAY OF Aug A.D. 17

GENERAL MANAGER

OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM THIS 14 DAY OF August A.D. 2017

ATTORNEY FOR SOUTH JORDAN CITY

CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

SOUTH JORDAN CITY ENGINEER — DATE: 11/13/17

SOUTH JORDAN CITY MAYOR

PRESENTED TO SOUTH JORDAN CITY MAYOR THIS 9TH DAY OF Nov A.D. 2017 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED

MAYOR

ATTEST: CITY CLERK

SALT LAKE COUNTY RECORDER

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:

Daniel Canning

DATE: 11/14 TIME: 12:29 BOOK: 2017P PAGE: 34 RECORD NO.: 12658540

FEE: $52.00

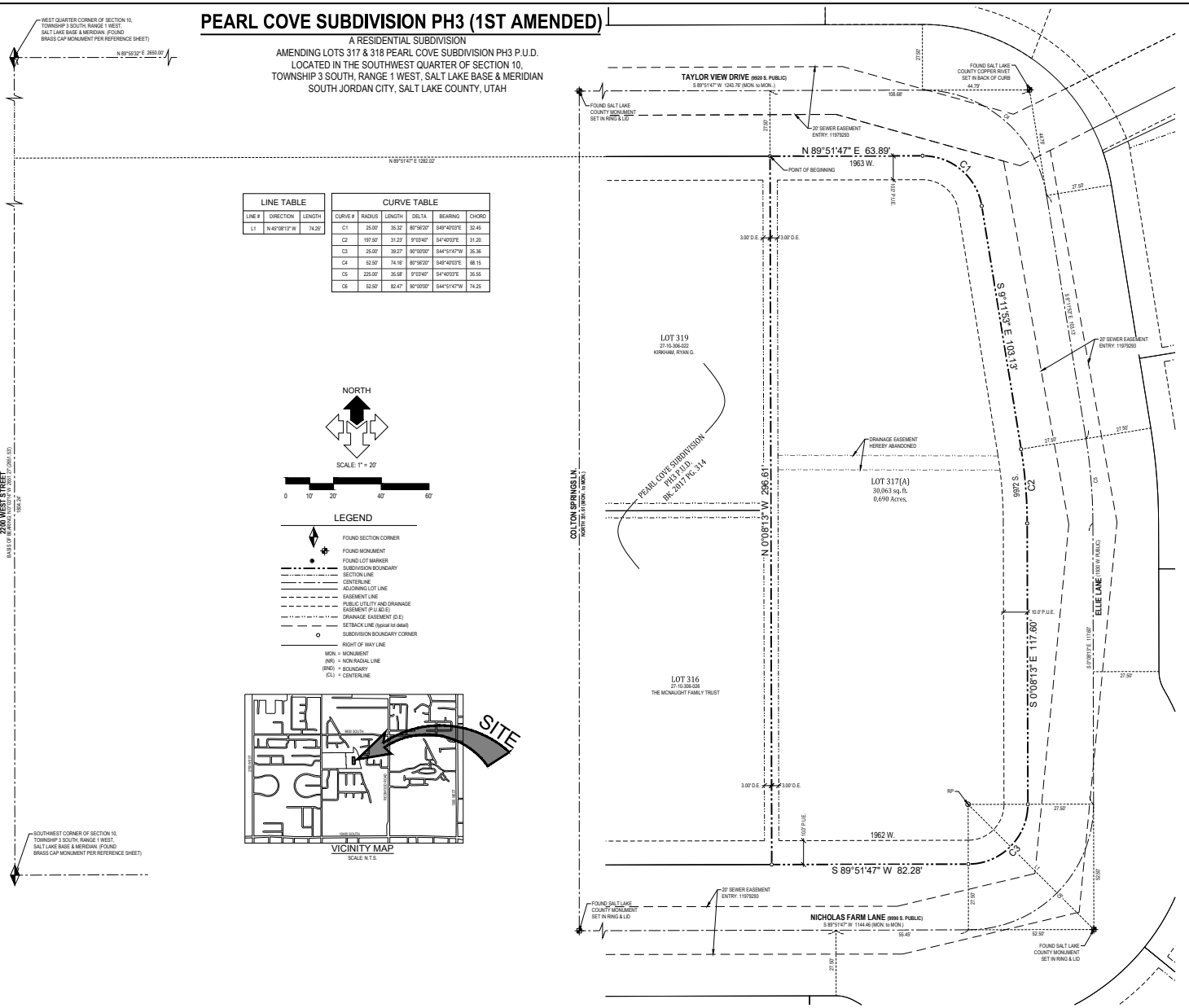
DEPUTY COUNTY RECORDER

SHEET 1 OF 1

27-16-31, -32 27-10-326-006, -007 $52.00 207P-33

# PEARL COVE SUBDIVISION PH3 (1ST AMENDED)

A RESIDENTIAL SUBDIVISION
AMENDING LOTS 317 & 318 PEARL COVE SUBDIVISION PH3 P.U.D.
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH




| LINE TABLE | | |
|---|---|---|
| LINE # | DIRECTION | LENGTH |
| L1 | N 45°08'13" W | 74.25' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C1 | 25.00' | 35.32' | 80°56'20" | S49°40'03"E | 32.45 |
| C2 | 197.50' | 31.23' | 9°03'40" | S4°40'03"E | 31.20 |
| C3 | 25.00' | 39.27' | 90°00'00" | S44°51'47"W | 35.36 |
| C4 | 52.50' | 74.16' | 80°56'20" | S49°40'03"E | 68.15 |
| C5 | 225.00' | 35.58' | 9°03'40" | S4°40'03"E | 35.55 |
| C6 | 52.50' | 82.47' | 90°00'00" | S44°51'47"W | 74.25 |

## SURVEYOR'S CERTIFICATE

I, DENNIS K. WITHERS, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 6135190, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets hereafter to be know as:

**PEARL COVE SUBDIVISION PH3 (1ST AMENDED)**
A RESIDENTIAL SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

DENNIS K. WITHERS, P.L.S.
UTAH LICENSE NO.: 6135190

## BOUNDARY DESCRIPTION

ALL OF LOTS 317 AND 318, PEARL COVE SUBDIVISION PH 3 P.U.D. ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK 2017P, AT PAGE 313, OF OFFICIAL RECORDS ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. LOCATE IN SOUTH JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF LOT 319, SAID PEARL COVE SUBDIVISION PH3 P.U.D., SAID POINT BEING NORTH 0°03'14" WEST, ALONG THE SECTION LINE, A DISTANCE OF 1804.24 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROJECTION OF THE SOUTH LINE OF TAYLOR VIEW DRIVE, AND N 89°51'47" EAST, ALONG SAID LINE AND LINE PROJECTED, A DISTANCE OF 1282.02 FEET, FROM THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°51'47" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 63.89 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 80°56'20", A DISTANCE OF 35.32 FEET, SUBTENDED BY A LONG CHORD BEARING SOUTH 49°40'03" EAST, A DISTANCE OF 32.45 FEET, TO THE WEST LINE OF ELLIE LANE; THENCE SOUTH ALONG SAID ELLIE LANE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 9°11'53" EAST, A DISTANCE OF 103.13 FEET; (2) SOUTHEASTERLY ALONG THE ARC OF A 197.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°03'40", A DISTANCE OF 31.23 FEET, SUBTENDED BY A LONG CHORD BEARING SOUTH 4°40'03" EAST, A DISTANCE OF 31.20 FEET; (3) SOUTH 0°08'13" EAST, A DISTANCE OF 117.60 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET, SUBTENDED BY A LONG CHORD BEARING SOUTH 44°51'47" WEST, A DISTANCE OF 35.36 FEET, TO THE NORTH LINE OF NICHOLAS FARM LANE; THENCE SOUTH 89°51'47" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 82.28 FEET, TO THE SOUTHEAST CORNER OF LOT 316, SAID PEARL COVER SUBDIVISION PH3 P.U.D., THENCE NORTH 0°08'13" WEST, ALONG THE EAST LINE OF AFORESAID LOTS 316 AND 319, A DISTANCE OF 296.61 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 30,063 SQ. FT., OR 0.690 ACRES, IN ONE (1) RESIDENTIAL LOT.

## OWNER'S DEDICATION

Know all men by these presents that we the I undersigned owner of the above described tract of land having caused same to be subdivided into lot as streets to hereafter to be known as

**"PEARL COVE SUBDIVISION PH3 (1ST AMENDED)"**

**do** hereby dedicate for perpetual use of the public all parcel of land shown on this plat as intended for public use and do warrant, defend, and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, operation, and maintenance of the streets and so further dedicate the easements as shown for the use by all suppliers of utilities or other necessary services.

In witness whereof we have hereunto set our hand this _____ day of _____ 20__.

_____ _____
(PRINTED NAME)

_____ _____
(PRINTED NAME)

## ACKNOWLEDGEMENT

On this _____ day of _____ 20__ personally appeared before me, _____ and who being by me duly sworn, did say that he/she the Vice President of _____ which corporation is the manager of _____ the limited company that excuted the above foregoing instrument and that said instrument was signed by him by authority of its by-laws. (or by authority of a resolution of its board of directors, as the case may be) in behalf of said corporation in its capacity of manager of said limited liability company.
(PRINTED NAME)

Notary Public: _____
Residence: _____
My Commission Expires: _____

## ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE

ON THE _____ DAY OF _____ A.D., 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, THE SIGNER( ) OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

## GENERAL NOTES:

1. THE BASIS OF BEARING FOR THIS PLAT IS NORTH 00°03'14" WEST, ALONG THE WEST LINE OF SECTION SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN HEREON.
2. COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS TAKEN FROM ACTUAL FIELD MEASUREMENTS, UNLESS CONTAINED WITHIN PARENTHESIS INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM MAPS, PLATS, DEEDS OF RECORD, OR OTHER SOURCES OF RECORD INFORMATION.
3. PROPERTY CORNERS NOT FOUND WERE MONUMENTED WITH A 5/8" REBAR AND RED NYLON CAP STAMPED "McNEIL ENG.", OR A COPPER RIVET SET IN THE BACK OF CURB ON THE LOT LINE EXTENSION.
4. LOT LINES INTERSECTING WITH ARCS ARE RADIAL TO THE CURVE UNLESS FOLLOWED WITH "(NR)" INDICATING A NON RADIAL LINE.
5. THIS PLAT IS SUBJECT TO THOSE TERMS AND CONDITIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND AFJS HOLDING L.L.C., RECORDED 2014 AS ENTRY NO. 11963950, IN BOOK 10282, PAGE 8927, OF SALT LAKE COUNTY OFFICIAL RECORDS.
6. MANY AREAS IN SOUTH JORDAN CITY HAVE GROUND WATER PROBLEMS DUE TO HIGH FLUCTUATING WATER TABLE. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS, IF ANY.
7. POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT ARE ADVISED TO FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R) DOCUMENTS RECORDED AGAINST LAND LEGALLY DESCRIBED BY THIS PLAT. FAILURE TO ADHERE TO THESE NOTES, EASEMENTS CC&RS OR OTHER DOCUMENTS RECORDED AGAINST THE LAND COULD RESULT IN FINANCIAL LOSSES TO OR CHANGES IN EXPECTED PROPERTY USE OF THE PROPERTY OWNER. PROPERTY OWNERS AND PURCHASERS ARE RESPONSIBLE TO REVIEW AND TO BE IN COMPLIANCE WITH ALL NOTES, EASEMENTS, CC&RS, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT, AS CURRENTLY EXISTING OR AS MAY FROM TIME TO TIME BE CHANGED AND/OR AMENDED.
8. FINISH FLOOR ELEVATIONS ARE NOT TO EXCEED FOUR FEET IN HEIGHT FROM THE TOP BACK OF CURB.
9. SURVEYOR AND/OR ENGINEER, CERTIFIES THAT ALL KNOWN OR RECORDED EASEMENTS, CLAIMS OF EASEMENTS OR ENCUMBRANCES IN THE TITLE REPORT DATED _____ PREPARED BY FIRST _____ ARE SHOWN ON THIS PLAT. SURVEYOR, FURTHER CERTIFIES THAT THE LEGAL DESCRIPTION OF THE PROPERTY REFERENCED IN THE TITLE REPORT MATCHES THE DESCRIPTION SHOWN ON THIS PLAT

**PEARL COVE SUBDIVISION PH3 (1ST AMENDED)**

A RESIDENTIAL SUBDIVISION
AMENDING LOTS 317 & 318 PEARL COVE SUBDIVISION PH3 P.U.D.
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

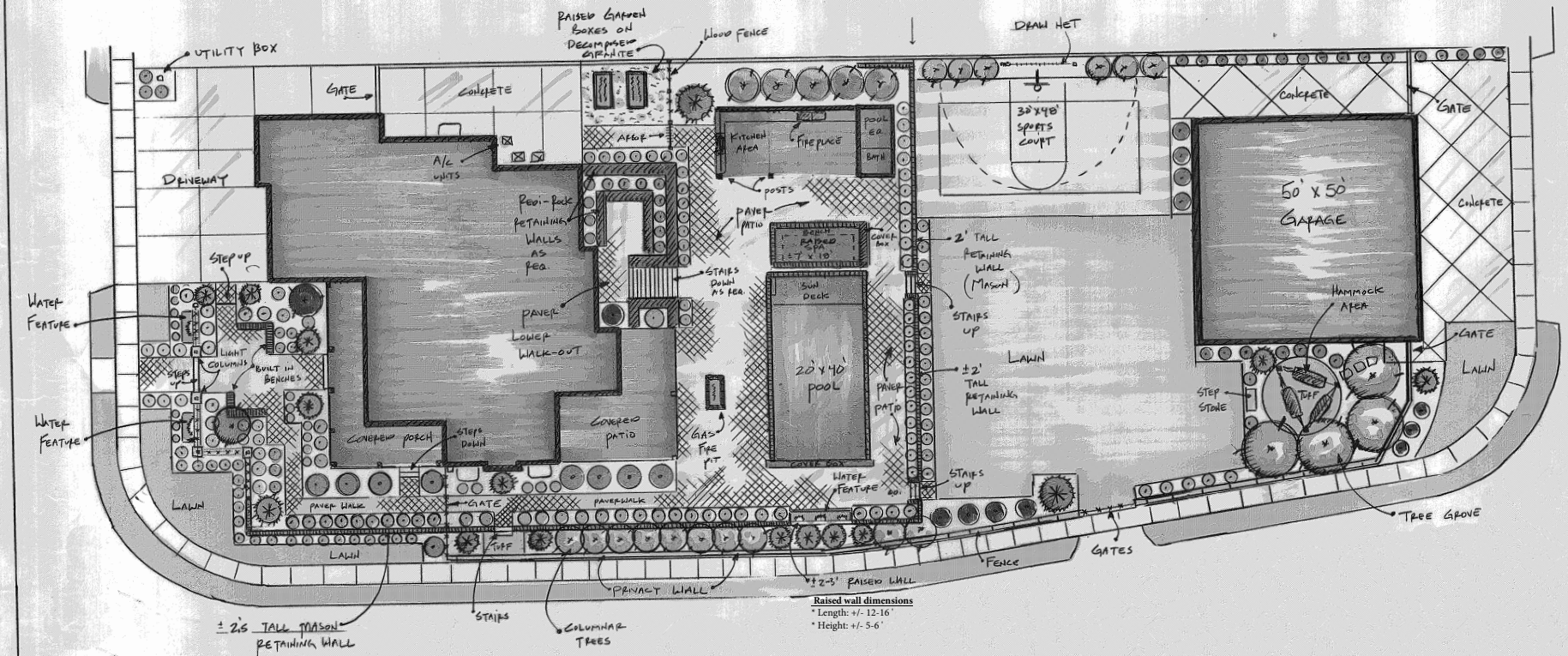
PREPARED BY:
McNEIL ENGINEERING
Surveying • Planning • Design
9815 South Monroe Street, Suite 100, Sandy, Utah 84070 801.255.5601 www.mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HOA

| REVISIONS | | | |
|---|---|---|---|
| NO. | DATE | BY | DESCRIPTION |
| | | | |

| SALT LAKE COUNTY HEALTH DEPARTMENT | CITY PLANNING | SOUTH VALLEY SEWER DISTRICT | OFFICE OF THE CITY ATTORNEY | CITY ENGINEER | SOUTH JORDAN CITY MAYOR |
|---|---|---|---|---|---|
| APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ | APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ | APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ | APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ | I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE. | PRESENTED TO SOUTH JORDAN CITY MAYOR THIS _____ DAY OF _____ A.D., 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED |
| SALT LAKE COUNTY HEALTH DEPARTMENT | SOUTH JORDAN CITY PLANNER | GENERAL MANAGER | ATTORNEY FOR SOUTH JORDAN CITY | SOUTH JORDAN CITY ENGINEER _____ DATE | CITY MAYOR<br>ATTEST: CITY CLERK |

| SALT LAKE COUNTY RECORDER |
|---|
| STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: _____ _____<br>DATE:_____ TIME:_____ BOOK:_____ PAGE:_____ RECORD NO.: _____<br>FEES:_____ _____<br>DEPUTY COUNTY RECORDER |

SHEET 1 OF 1




**Raised wall dimensions**

* Length: +/- 12-16'
* Height: +/- 5-6'

**NOT FOR CONSTRUCTION**
**ILLUSTRATIVE PURPOSES ONLY**

BELGARD

ENVISION LAND DESIGN
DARREN@ENVISIONLANDDESIGN.COM
801-791-9079
DRAWN BY:
DARREN BURNETT
LANDSCAPE ARCHITECT

10' 5' NORTH
Scale: 1" = 10'

CLIENT: THE RINDLISBACHER
ADDRESS:
LANDSCAPE PRELIM DESIGN

REVISED 6-5-19