



REQUEST FOR COUNCIL ACTION

Action: Provide information to Council

Meeting Date Requested : 7/14/2021

Presenter: Scott Langford

Deadline of item : 7/14/2021

Department Sponsor: Community Development

Agenda Type: New Business

Time Requested: 5 minutes presentation, 10 minute Council

Approval Signatures (required for all transmittals)

Submitter: Scott Langford
Scott Langford (Jul 6, 2021 14:11 MDT)

Dept. Head: Scott Langford
Scott Langford (Jul 6, 2021 14:11 MDT)

Reviewed as to Form: Duncan Murray
Duncan Murray (Jul 6, 2021 16:51 MDT)

Executive: [Signature]

Council Office: [Signature]

Council Committee: Land Use

1. AGENDA SUBJECT

Joseph View Cottages; 7481 South Redwood Road; Master Development Agreement and Preliminary Development Plan; Ivory Development, LLC/Peter Gamvroulas (applicant) [23493; parcels 21-27-401-003, 21-27-401-016, 21-27-402-002]

2. SUMMARY

To introduce the City Council to a public hearing and decision regarding 3.59 acres of property at 7479, 7481 and 7485 South Redwood Road, adopting the Master Development Agreement and Preliminary Development Plan for the Joseph View Cottages development.

3. TIME SENSITIVITY / URGENCY

No known deadlines

4. BUDGET IMPACT

No fiscal cost

5. DEPARTMENT RECOMMENDATION

Recommend Approval

6. PLANNING COMMISSION RECOMMENDATION

The Planning Commission heard this item on June 15, 2021. A motion to forward a positive recommendation to the City Council for the proposed Preliminary Development Plan was approved in a 7-0 vote.

7. MOTION RECOMMENDED

I move that the City Council APPROVE Ordinance No. 21-28 regarding 3.59 acres of property at 7479, 7481 and 7485 South Redwood Road, adopting the Master Development Agreement and the Preliminary Development Plan for the Joseph View Cottages development.

8. MAYOR RECOMMENDATION

N/A

9. PACKET ATTACHMENT(S)

- A. Ordinance No. 21-28
- B. Joseph View Cottages Development Agreement
- C. Joseph View Cottages Preliminary Development Plan

10. OTHER INFORMATION

- A. Planning Commission draft minutes
- B. Land Use Subcommittee draft minutes
- C. Application and property owner affidavit
- D. Salt Lake County parcel map of the area
- E. Noticing List

1 THE CITY OF WEST JORDAN, UTAH
2 A Municipal Corporation

3 **ORDINANCE NO. 21-28**

4
5 **AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT AND**
6 **PRELIMINARY DEVELOPMENT PLAN FOR JOSEPH VIEW COTTAGES,**
7 **LOCATED AT 7479, 7481 AND 7485 SOUTH REDWOOD ROAD IN AN R-1-8C(IDO-1)**
8 **ZONE (SINGLE-FAMILY RESIDENTIAL IN AN INFILL DEVELOPMENT OVERLAY**
9 **DISTRICT), WITH 24 SINGLE-FAMILY RESIDENTIAL UNITS**
10 **AT A GROSS DENSITY OF 6.69 DWELLING UNITS PER ACRE**
11

12 WHEREAS, the City of West Jordan (“City”) adopted the West Jordan City Code (“City
13 Code”) in 2009, which provides, in title 13, chapter 6, article I, for developments in the Infill
14 Development Overlay District (“IDO-1”); and

15 WHEREAS, an application was made by Nadine A. Riddle and Enterprises, Inc. (“Property
16 Owner”) and Ivory Development, LLC (“Applicant”) for property (“Property” or “Joseph View”,
17 as per the legal description in Exhibit A to “Attachment 1”, which is attached hereto) located at
18 7479, 7481 and 7485 South Redwood Road for, in part, a General Plan Land Use Map amendment
19 and rezone on 3.59 acres from Medium Density Residential to High Density Residential and from
20 R-1-8C (Single-Family Residential) zone to R-1-8C(IDO-1) (Single-Family Residential with an
21 Infill Development Overlay) zone (“General Plan Land Use Map Amendment and Rezone”), as
22 well as for a Preliminary Development Plan for Joseph View (“PDP” and “PDP Application”);
23 and

24 WHEREAS, on June 15, 2021 the PDP Application was considered by the West Jordan
25 Planning Commission (“Planning Commission”), which held a public hearing and which made a
26 positive recommendation to the West Jordan City Council (“City Council”) concerning the PDP
27 Application;

28 WHEREAS, a public hearing was held before the City Council on July 28, 2021 concerning
29 the Joseph View Development Agreement (“DA”) and PDP Application; and

30 WHEREAS, House Bill 1003 (2021 Utah Legislature, 1st Special Session), as codified at
31 Utah Code Ann. Section 10-9a-534(3)(d and h), allows for a land use regulation, including
32 “Building Design Elements”, as defined therein, to apply to property in exchange for an increase
33 in density, as approved in a development agreement; and

34 WHEREAS, the Applicant has agreed to and has executed the Joseph View DA, with the
35 attached PDP, that will govern the development of the Property, should the City Council, in its
36 sole legislative discretion, choose to adopt the General Plan Land Use Map Amendment and
37 Rezone; and
38

39 WHEREAS, the City Council has reviewed and desires to approve the Joseph View DA,
40 with the attached PDP, subject to the adoption of the General Plan Land Use Map Amendment and
41 Rezone; and

42 WHEREAS, the City Council has found it to be in the best interest of the public health,
43 safety, and welfare of the residents of the City to adopt the Joseph View DA, with the attached
44 PDP, subject to the adoption of the General Plan Land Use Map Amendment and Rezone.
45

46 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
47 WEST JORDAN, UTAH AS FOLLOWS:

48 **Section 1. Approval and Applicability.** The DA and the attached PDP for Joseph View, as
49 shown and attached in Attachment 1 to this Ordinance, are hereby approved, subject to the City
50 Council, in its sole legislative discretion, choosing to adopt the General Plan Land Use Map
51 Amendment and Rezone. The DA and the attached PDP for Joseph View are not effective unless
52 and until the City Council, in its sole legislative discretion, chooses to adopt the General Plan Land
53 Use Map Amendment and Rezone. If the City Council, in its sole legislative discretion, chooses
54 to adopt the General Plan Land Use Map Amendment and Rezone, the Mayor is authorized to sign
55 the Development Agreement.

56 **Section 2. Applicability of Building Design Elements.** In accordance with Utah Code
57 Ann. Section 10-9a-534(3)(d and h), and at the request of the Property Owner and Applicant, and
58 in consideration for the increase in density allowed by the Rezone, all applicable Building Design
59 Elements of the City shall apply to the Property and to the dwellings, structures, and buildings
60 constructed thereon, as set forth in the DA.

61 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a
62 court of competent jurisdiction, the remainder shall not be affected thereby.

63 **Section 4. Effective Date.** This Ordinance shall become effective immediately upon
64 posting or publication as provided by law and either (i) the Mayor signing the Ordinance, (ii) the
65 City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing
66 to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance
67 to him.

68 PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
69 _____ DAY OF _____, 2021.
70

71 CITY OF WEST JORDAN
72
73

74 By: _____
75 Zach Jacob
76 Council Chair
77

78 ATTEST (see next page):

79
80 ATTEST:
81
82
83 _____
84 Cindy M. Quick, MMC
85 Council Office Clerk

86
87 **VOTING BY THE CITY COUNCIL**

"YES"

"NO"

88 Council Chair Zach Jacob

☐☐

89 Council Vice Chair Kelvin Green

☐☐

90 Council Member Chad R. Lamb

☐☐

91 Council Member Christopher McConnehey

☐☐

92 Council Member David Pack

☐☐

93 Council Member Kayleen Whitelock

☐☐

94 Council Member Melissa Worthen

☐☐

95
96 **PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON** _____
97

98 Mayor's Action: _____ Approve _____ Veto
99

100
101 By: _____
102 Mayor Dirk Burton Date
103

104
105 ATTEST:
106
107 _____
108 Tangee Sloan
109 City Recorder
110
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114 *(Continued on next page)*
115
116
117

STATEMENT OF APPROVAL OE PASSAGE (check one)

_____ The Mayor approved and signed Ordinance No. 21-28.

_____ The Mayor vetoed Ordinance No. 21-28 on _____ and the
City Council timely overrode the veto of the Mayor by a vote of _____ to _____.

_____ Ordinance No. 21-28 became effective by operation of law without the
Mayor's approval or disapproval.

Tangee Sloan
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and
that a short summary of the foregoing ordinance was published on the Utah Public Notice Website
on the _____ day of _____, 2021. The fully executed copy of the
ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-
711.

Tangee Sloan
City Recorder

(Continued on next page)

Attachment 1 to

ORDINANCE NO. 21-28

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT AND
PRELIMINARY DEVELOPMENT PLAN FOR JOSEPH VIEW COTTAGES,
LOCATED AT 7479, 7481 AND 7485 SOUTH REDWOOD ROAD IN AN R-1-8C(IDO-1)
ZONE (SINGLE-FAMILY RESIDENTIAL IN AN INFILL DEVELOPMENT OVERLAY
DISTRICT), WITH 24 SINGLE-FAMILY RESIDENTIAL UNITS
AT A GROSS DENSITY OF 6.69 DWELLING UNITS PER ACRE

[See the attached Development Agreement (for Joseph View Cottages), with the Exhibits
for the Legal Description and Preliminary Development Plan]

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

City of West Jordan
Attention: City Recorder
8000 South Redwood Road, 1st Floor
West Jordan, Utah 84088

For Recording Purposes Do
Not Write Above This Line

**DEVELOPMENT AGREEMENT
(for Joseph View Cottages)**

The City of West Jordan, a Utah municipal corporation (the “**City**”) and, except as set forth in section D.5 below, Nadine A. Riddle and Enterprises, Inc., property owner(s), and Ivory Development, LLC, a Utah Limited Liability Company (collectively “**Developer**”), enter into this Development Agreement (this “**Agreement**”), effective as of the date the City’s mayor signs this Agreement, and agree as set forth below. The City and the Developer are jointly referred to as the “**Parties**”. Each party may be referred to as a “**Party**”.

RECITALS

1. Developer plans to develop 3.59 acres of certain real property, located at approximately 7479, 7481 and 7485 South Redwood Road and identified as **Assessor’s** Parcel Numbers 21-27-401-003, 21-27-401-016, and 21-27-402-002 (the “**Property**”). See the Legal Description, which is attached as **Exhibit A**, and which is incorporated herein by reference. See the “**Preliminary Development Plan**,” which is attached as **Exhibit B**, and which is incorporated herein by reference. The development identified in the Preliminary Development Plan is referred to herein as the “**Project**” or the “**Development**”.

2. The Property is currently designated on the General Plan Land Use Map as Medium Density Residential; Developer desires that the City Council amend this designation to High Density Residential.

3. The Property is currently located in an existing R-1-8C (Single-Family Residential) zone; Developer desires to rezone the property to R-1-8C(IDO-1) (Single-Family Residential with an Infill Development Overlay) zone.

4. This Project is to construct 24 single family units at a gross density of 6.69 dwelling units per acre, on 3.59 acres.

5. Developer has sufficient resources to develop the Project in its entirety.

6. The Property will be developed in accordance with the Preliminary Development Plan as updated by any Final Development Plan subsequently approved by the City, the City Code, and as further refined by this Agreement.

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

Exhibit A – Legal Description of the Property

Exhibit B – Preliminary Development Plan

8. House Bill 1003 (2021 Utah Legislature, 1st Special Session), as codified at Utah Code Ann. Section 10-9a-534(3)(d and h), allows for a land use regulation, including “Building Design Elements”, as defined therein, to apply to the Property in exchange for an increase in density, as approved in a development agreement (this Agreement).

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

TERMS

A. Recitals; Definitions. The Recitals and Exhibits are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City’s Land Use Regulations.

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

1. Failure to Obtain Zoning. The rights and authority of Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being after the City Council, in its sole legislative discretion, has rezoned the Property from R-1-8C (Single-Family Residential) zone to R-1-8C(IDO-1) (Single-Family Residential with an Infill Development Overlay) zone.

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

D. Development Obligations.

1. Preliminary Development Plan. In addition to the Developer complying with the provisions of the Governing Regulations, development of the Property by the Developer shall be in accordance with the Preliminary Development Plan, as updated by any Final Development Plan subsequently approved by the City. The approval of a Final Development Plan shall not be unreasonably withheld by the City.

2. Provision of Municipal Services. The Project shall connect to utility connections with the City, subject to the availability of the City’s utility connections and capacity. The City does not guarantee any specific degree or amount of connections or capacity of utility infrastructure other than what is currently available and what becomes available, in the City’s absolute discretion.

3. Building Design Elements. The following special issue exist regarding the Project: In accordance with Utah Code Ann. Section 10-9a-534(3)(d and h), and at the request of the Developer (including the property owners), and in consideration for the increase in density allowed by the Rezone, all applicable Building Design Elements of the City shall apply to the Property and to the dwellings, structures, and buildings constructed thereon.

4. Storm Drain Easement. A storm drain easement in favor of the City of West Jordan shall be acquired from the property to the north by the Developer prior to the final (City staff) approval of any subdivision plat for the Project.

5. Ivory Development, LLC to Become the Sole Developer. Once Nadine A. Riddle and Enterprises, Inc., have transferred all their ownership interest in the Property to Ivory Development, LLC, then Ivory Development, LLC shall be the sole Developer, and Nadine A. Riddle and Enterprises, Inc. shall no longer be a Developer or a Party and shall no longer have any of the rights, powers, responsibilities, or obligations pursuant to this Agreement.

E. Development Rights; and Reserved Legislative Powers.

1. Development Rights. Developer shall have the right to develop and construct the Project in accordance with the terms and conditions of this Agreement and the City Code. For purposes of this Agreement, the term “Substantial Construction” means completion of at least twenty-five percent (25%) of the value of all the public and nonpublic improvements in each phase of the Project, as determined by the city engineer or his designee. If from the Effective Date of this Agreement either (i) no Substantial Construction has occurred within two (2) years or (ii) any part of the Project has not been completed within ten (10) years, the City may unilaterally terminate this Agreement.

2. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all police powers that cannot be so limited.

F. Term of this Agreement. The obligations of the Parties under this Agreement shall take effect as of the date the City’s mayor signs 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. Unless the Parties mutually agree to extend the term by written agreement, this Agreement shall not extend beyond a period of ten (10) years from its date of recordation in the office of the Salt Lake County Recorder. If the Property has not been fully developed consistent with this Agreement prior to its termination, the undeveloped Property may not be developed until one of the following occurs: (i) a new written agreement has been negotiated and executed by the Parties or successors in interest, governing development of the Property; or (ii) Developer or its successor in interest applies to the City for zoning and the City Council, in its sole legislative discretion approves either the requested or different zoning.

G. 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 addresses noted below or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10

days before the date on which the change is to become effective:

If to City: ATTN: City Recorder
City of West Jordan
8000 South Redwood Road, 3rd Floor
West Jordan City, UT 84088

If to Developer: ATTN: Peter Gamvroulas
Ivory Development, LLC
978 East Woodoak Lane
Salt Lake City, UT 84107

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

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

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

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

6. Entire Agreement. This Agreement, including exhibits to this Agreement and all other documents referred to in this Agreement, contains the entire agreement of the Parties with respect to the subject matter hereof and 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 to this Agreement. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office. Moreover, any amendment to this Agreement not recorded in the Salt Lake County Recorder's Office shall be void *ab initio*.

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

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

10. Default.

a. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein. If the City believes that the default has been committed by a third party, then the City shall also provide a courtesy copy of the notice to Developer. The Notice of Default shall:

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

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

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

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

11. Remedies. If, after meeting and conferring, the Parties are not able to resolve an alleged default, then the Parties may have the following remedies:

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

b. The right to draw on any security posted or provided in connection with the Project and relating to remedying a default; and

c. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project on those properties owned by the defaulting Party.

12. Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 11 without meeting the requirements of Section 12. The City shall give Notice to Developer and/or any applicable successor or assign of record, of any public meeting

at which an emergency default is to be considered and the allegedly defaulting Party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

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

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

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

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

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

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

19. Assignment. Developer shall not assign, delegate, or transfer its interest in this Agreement without prior written approval by the City; provided, however, Developer may freely assign its interest in this Agreement (without approval from the City) to (i) an entity that is owned or controlled by Developer or its affiliates or subsidiaries or (ii) any joint venture partner of Developer or its affiliates or subsidiaries so long as Developer gives written notice of such assignment to the City and the successor party agrees to assume Developer's obligations set forth in this Agreement. Except as set forth in the preceding sentence, any attempt to assign, delegate, or transfer without the City's prior written approval will be void *ab initio*, and Developer will remain liable for the performance of each and every obligation of Developer in this Agreement. If an assignment, delegation, or transfer is held not to be void, the parties intend that this Agreement will be binding on the assignee, delegatee, or transferee, as applicable. Any such request for assignment may be made by letter addressed to the City as provided herein, and the prior written consent of the City may be evidenced by letter from the City to Developer or its successors or assigns. The assignment of one or more phases of the Project shall require the assignee to sign a form of acknowledgement and consent, as designated by the City, and in the sole and absolute discretion of the City, agreeing to be bound by the terms of the Land Use Regulations and this Agreement.

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

21. Third-Party Challenge. In the event of a third-party legal challenge, Developer shall at Developer's sole expense, defend, indemnify, and hold harmless the City ("City" includes the City's officials and employees), from and against any claims, losses, or liabilities, including any award of attorney's fees against the City, assessed or awarded against the City by way of judgment, settlement, or stipulation. City shall have the right to approve counsel that the Developer retains to represent the City, which approval shall not be unreasonably withheld.

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

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

24. Public Information. The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

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

(Signatures on the following pages)

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

CITY OF WEST JORDAN
a Utah municipal corporation

By: _____
Dirk Burton, Mayor

ATTEST:

City Recorder

ACKNOWLEDGMENT

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

On this ____ day of _____, 2021, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and _____, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

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

Notary Public for Utah

APPROVED AS TO FORM

City Attorney's Office

IVORY DEVELOPMENT, LLC, a Utah Limited Liability Company (“**Developer**”)

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of _____)

On this ____ day of _____, 20____, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the _____ of **Ivory Development, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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

NOTARY PUBLIC

Nadine A. Riddle, an individual, and Enterprises, Inc.,
a Utah Corporation (“**Developer**”)

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of _____)

On this ____ day of _____, 20____, before the undersigned notary public in and for the said state, personally appeared **Nadine A. Riddle**, known or identified to me to be an individual and the _____ of **Enterprises, Inc.**, a Utah corporation, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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

NOTARY PUBLIC

EXHIBIT A**[Joseph View Cottages Legal Description]**

3.59 acres of land situated in the Southeast Quarter of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the easterly right of way line of Redwood Road (State Route 68), said point being South $0^{\circ}11'21''$ West 330.00 feet and South $89^{\circ}48'39''$ East 53.00 feet from the center of said Section 27 and running thence South $89^{\circ}48'39''$ East 475.00 feet to the westerly boundary line of the Jordan West subdivision as recorded as entry no. 2775190; thence along said westerly boundary line South $00^{\circ}11'21''$ West 329.10 feet to the northerly boundary line of Jordan Dale subdivision as recorded as entry no. 1743215; thence along said northerly boundary line North $89^{\circ}48'39''$ West 475.00 feet to said easterly right of way line; thence along said easterly right of way line North $00^{\circ}11'21''$ East 329.10 feet to the point of beginning.

Exhibit B

Joseph View Cottages Preliminary Development Plan

(embedded electronically)

MINUTES OF THE REGULAR MEETING OF THE WEST JORDAN PLANNING AND ZONING COMMISSION HELD JUNE 15, 2021 IN THE WEST JORDAN COUNCIL CHAMBERS

PRESENT: Trish Hatch, Kent Shelton, Jay Thomas, Matt Quinney, Corbin England, Ammon Allen, Pamela Bloom.

STAFF: Scott Langford, Larry Gardner, Duncan Murray, Ray McCandless, Julie Davis, Paul Brockbank (remotely)

OTHERS: Gary and Nadine Riddle (remotely), Paul Stringham, Nikolai Halverson, Lance Ridges, Peter Gamvroulas, Lacey Nash (remotely), Jeff (remotely)

The briefing meeting was called to order by Trish Hatch. The agenda was reviewed and clarifying questions answered.

The regular meeting was called to order at 6:00 p.m.

1. Consent Items

A. Approve Minutes from June 1, 2021

B. Planning Commission By-laws

MOTION: Matt Quinney moved to approve the Minutes from June 1, 2021, as listed in the packet. The motion was seconded by Corbin England and passed 7-0 in favor.

MOTION: Matt Quinney moved to approve the by-laws as proposed in the packet. The motion was seconded by Corbin England and passed 7-0 in favor.

2. Joseph View Cottages; 7481 South Redwood Road; Future Land Use Map Amendment for approximately 3.59 acres from Medium Density Residential to High Density Residential and Rezone approximately 3.59 acres from R-1-8 (Single family residential 8,000 square foot lots) Zone to R-1-8 (IDO-1) Zone (Single family residential – Infill Development Overlay) Zone and Preliminary Development Plan; Ivory Development, LLC/Peter Gamvroulas (applicant) [#22884, 22885, 23493; parcel 21-27-401-003, 016; 402-002]

Trish Hatch disclosed that she is employed by Ivory Employee Leasing and works for the Ivory Foundation.

Peter Gamvroulas, Ivory Development, said the property is currently a rental property and is in a state of disrepair. They originally felt that this piece would work well for a townhome or multi-family product. However, after meeting with the land use committee it was felt that the Infill Development Overlay for a smaller lot subdivision would be a better fit. The overlay zone allows some exceptions to setbacks, etc. to accommodate a smaller development. The concept plan shows 24 lots with an average of 4,200 square feet. The public road system has one ingress and egress onto Redwood Road. Common and open space areas will be maintained by the HOA. The Redwood Road master plan envisions a 10-

foot sidewalk and 10-foot parkstrip with street trees and waterwise plantings. The Design Review Committee asked for enhanced amenities at the end of each stub roads, so they propose one garden box for each unit. To the east is an open space parcel that the DRC asked for more amenities on. The development wanted to keep it as an open play/gathering area, so they added benches, trash receptacles, enhanced landscaping on the east, and two permanent corn hole standards. There was also some concern that the underground detention in that area might present concerns for the lots to the east, so they were asked to provide some sort of outlet into the city system. There is a city-maintained drainage facility at the north end of St. Joseph the Worker church field. They have been working with the Catholic Diocese to obtain an easement in favor of West Jordan to run a storm drainage system through that property and into the city system. The proposed home plans come from their smaller cottage home portfolio that have been built in other communities. They will adhere to the required four-sided architecture and masonry requirement.

Pamela Bloom appreciated the changes made from the Design Review Committee comments.

Larry Gardner gave an overview of the project. He showed where the storm drain system would tie in with the city system. The current medium density residential designation has a range of 3 to 5 units per acre and high density is 5 to 10 units per acre. This project would be about 6.5 units per acre. The rezoning request is to add the Infill Development Overlay that allows for some of the site design standards to be modified through approval of a development plan by the City Council. The Infill ordinance creates housing opportunities along busy corridors such as Redwood Road where smaller lot developments are accepted and tolerated, and there is an active market for this type of product. The Redwood Road master plan is being followed for a 10-foot sidewalk and 10-foot parkstrip, which helps to move pedestrians ten feet from Redwood Road. A 6-foot masonry street wall is required along Redwood Road. He felt that the four-sided architecture will make a nice project.

Based on the findings set forth in this staff report, staff recommended that the Planning Commission forward a positive recommendation to the City Council for the Joseph View Cottages, located at 7481 South Redwood Road, amending the General Plan Land Use Map from Medium Density Residential to High Density Residential, amending the Zoning Map from an R-1-8C Zone to an R-1-8C(IDO-1) Zone, and adopting the Joseph View Cottages Preliminary Development Plan with the Requirement of Approval listed below.

1. A storm drain easement in favor of the City of West Jordan shall be acquired from the property to the north by the developer prior to approval of the Preliminary Development Plan.
2. In accordance with Utah Code Ann. Section 10-9a-534(3)(h), and at the request of the property owner and the applicant, and in consideration for the increase in density potentially allowed by the rezone, all applicable Building Design Elements of the City shall apply to the property and to the dwellings, structures, and buildings constructed thereon.

Trish Hatch said the plan refers to this as more affordable housing, but the requirement for four-sided architecture seems to defeat the purpose by increasing the cost of the home. She suggested that the ordinance may need to be reviewed.

Larry Gardner said he would like to look at the numbers to see how the costs are affected before making any changes.

Trish Hatch opened the public hearing.

Further public comment was closed at this point for this item.

MOTION: Pamela Bloom moved, based on the information and findings set forth in the staff report and upon the evidence and explanations received today, to forward a positive recommendation to the City Council concerning the Joseph View Cottages, located at 7481 South Redwood Road, amending the General Plan Future Land Use Map from Medium Density Residential to High Density Residential, amending the Zoning Map from an R-1-8C Zone to an R-1-8C(IDO-1) Zone, and adopting the Joseph View Cottages Preliminary Development Plan with the Requirements of Approval 1 and 2 as listed in the staff report. The motion was seconded by Corbin England and passed 7-0 in favor.

3. Costa Vida; 5518 West 7800 South; Preliminary Site Plan and Conditional Use Permit for Restaurant, Fast Food; SC-2 Zone; Peterson Development Co. LLC/Lance Ridges (applicant) [#24012, 24170; parcel 20-25-351-019]

Lance Ridges, Peterson Development, gave an overview of the proposed restaurant in the Highlands Landing commercial development. Costa Vida indicated to them that this will be a new design prototype. Materials are stucco, composite wood, metal, and metal sheeting. The flat roof will include rooftop screening of equipment, and an outdoor seating area and trellis are shown. The Design Review Committee had a question about the second menu board on the outside drive through lane. Conduit will be installed for a menu board to be added in the future. Until that time, there will be some kind of attractive, temporary feature to block off the second lane until it is ready to use.

Ray McCandless stated that this is one of the last lots to be developed along 7800 South. The property is zoned commercial and is surrounded by commercial uses. The parking requirement has been met, building height is consistent with other businesses in the area, and the landscaping will be attractive.

Staff recommended that the Planning Commission approve the Preliminary Site Plan and Conditional Use Permit for a Fast Food Restaurant (General) for Costa Vida restaurant, located at 5518 West 7800 South in a SC-2 zone subject to the approval conditions listed below.

Preliminary Site Plan:

1. The proposed development shall meet all applicable 2009 City Code requirements.
2. All changes to the site shall be consistent with the Site Plan application.
3. An approved preliminary site plan shall remain valid for one year following the date of the approval.

Conditional Use Permit:

1. Planning Commission approvals do not include Public Safety, Fire, Building and Safety, or Engineering approval.
2. Any appeals to the decision of the Planning Commission may be made to the Board of Adjustment within thirty (30) days pursuant to City Code, Section 15-5-3.

Trish Hatch opened the public hearing.

Further public comment was closed at this point for this item.

Pamela Bloom said that this building design looks good, and it will be a great addition to the area.

MOTION: Matt Quinney moved to approve the Preliminary Site Plan for a Fast Food Restaurant (General) for Costa Vida restaurant, located at 5518 West 7800 South in a SC-2 zone subject to the approval conditions 1 through 3 as listed in the staff report. The motion was seconded by Corbin England and passed 7-0 in favor.

MOTION: Matt Quinney moved to approve the Conditional Use Permit for a Fast Food Restaurant (General) for Costa Vida restaurant, located at 5518 West 7800 South in a SC-2 zone subject to the approval conditions 1 and 2 as listed in the staff report. The motion was seconded by Corbin England and passed 7-0 in favor.

4. Maple Hills Park; 6543 West 7400 South; Preliminary Subdivision Plat (1 parcel and roads on 9.677 acres) and Deferral of Design and Construction of Roads; A-20 Zone; City of West Jordan/Nikolai Halverson (applicant) [#24280; parcel 20-27-427-011, 012]

Nikolai Halverson, West Jordan Public Works, gave an overview of the 9.7-acre park that has three points of pedestrian access. Public comments for park design were received by the architect and considered when designing park amenities, which include a parking lot, playgrounds, basketball courts, swings, play zones, walking trails throughout, and a scooter loop/skate element. The park was designed with the topography in mind, which is somewhat limiting. The large center open space would make a great sledding hill. The meandering sidewalks gives it a residential feel and walkway and streetlights are planned. They cannot build a restroom at this time because there is not a sewer connection. Storm drainage is designed to retain on-site, but also in a way that can connect to a future storm drain system.

There was a discussion as to if this will tie into a larger trail system or if it is a standalone trail network. It was pointed out that in theory it could connect with other trail systems that might be installed with future development in the area. But for now, the only connection to the larger trail systems would be through existing sidewalks. The Mountain View Corridor and U-111 present barriers that are challenging. This park is really meant for the neighborhood.

Nikolai Halverson explained the types of groundcovers that they should expect to see in the park, which includes BioNative grass for water conservancy and due to steep terrain. The center open space will be Kentucky bluegrass sod, and the spaces in between the scooter loop elements will be BioNative grass that is watered with the storm water detention.

Staff recommended approval of Maple Hills Park Subdivision located at 6543 West 7400 South; Preliminary Subdivision Plat and Deferral of Design and Construction of Roads.

Trish Hatch Opened the public Hearing.

Further public comment was closed at this point for this item.

- MOTION:** Matt Quinney moved, based on the information and findings and requirements of approval set forth in the staff report and upon the evidence and explanations received today, to approve the Preliminary Subdivision Plat for Maple Hills Park with the following requirements of approval:
1. All applicable city departmental requirements must be met prior to recordation of the final plat.
 2. Update the Final maple Hills Park Subdivision Plat to address all existing and future planning, engineering, fire and all other City redline corrections pertaining to the Maple Hills Park Subdivision Plat. Before the final plat are stamped for construction purposes by the West Jordan Engineering Department, all redline comments shall be completely addressed.
 3. Approval for the use of half-roads specifically 6400 West and 7400 South adjacent to Maple Hills Park requires City Council approval.
- The motion was seconded by Jay Thomas and passed 7-0 in favor.

MOTION: Matt Quinney moved, based on the information and findings set forth in the staff report and upon the evidence and explanations received today, to forward a positive recommendation to the City Council for the deferral of the design and construction of 7400 South and 6400 West streets adjacent to Maple Hills Park. The motion was seconded by Jay Thomas and passed 7-0 in favor.

MOTION: Jay Thomas moved to adjourn.

The meeting adjourned at 6:38 p.m.

TRISH HATCH
Chair

ATTEST:

JULIE DAVIS
Executive Assistant
Community Development Department

Approved this _____ day of _____, 2021

Land Use Subcommittee

December 15, 2020

Bryan Prince oriented the committee with a proposal for a project along Redwood Road. The overall project sits on a 3 ½ acre site. The average lot size is 4000 sq. feet with 15-20' rear yards. He mentioned that townhomes seemed to be the most appropriate land use but would be challenging so an urban single family smaller detached product would work well.

Council Member Kayleen Whitelock asked for more specifics with Parcel A (the square lot on east side of development). Bryan reminded the committee that the proposal was just an idea they were working through and that the idea of Parcel A was for storm drain water detention or it could become a single-family lot, but the plan was showing it open. Kayleen asked if it could be a park/detention. Bryan answered affirmatively.

Chair Zach Jacob felt the proposal was a good plan and knew firsthand that cottage style homes sell like crazy. He suggested incorporating townhouse/office product at least along the front half of the project (along Redwood Road) and Council Member Kayleen Whitelock agreed. Zach referenced an Office/Condo complex south of 7800 S with Insurance, Dentists, and CPAs as an example.

Council Member Kelvin Green was concerned with having 25 units on 3 ½ acres and the possibility of having a six-foot-high concrete wall along the development. He felt that would stand out and not match the surrounding area. Bryan Prince felt that was good feedback and reminded the committee that the current zoning of R1-8 would allow the wall there either way. Council Member Kelvin Green wanted to figure out a way to not have a concrete wall and felt they could work out some sort of trade off. Bryan reminded the committee it was just a proposal and that they could also build homes that would comply with the R1-8 zoning, however that may not be what the surrounding community would want. He thought the proposal was more attractive for the street scape.

Council Member Kayleen Whitelock would rather have less homes than more and wanted something more commercial in the front to compliment the electrical school across the street. Bryan explained that the property owners had tried to find a commercial user without a lot of success and that's why they reached out to Ivory.

Chair Zach Jacob did not believe that a middle density / middle income residential subdivision belonged on Redwood Road.

City Planner Larry Gardner pointed out that the land use map shows the area as Medium Density Residential and reminded the committee that Council passed an Arterial Street Scape ordinance which would require the development to have a park strip, sidewalk, and ten feet of landscaping before any wall could be constructed. That requirement would cause the wall to be set back an additional ten feet with the hope of improving the street scape. Chair Zach Jacob believed that would be a lot more attractive and feasible in the area.

Council Member Kelvin Green referenced an overlay IDO1 or IDO2. Bryan believed it was IDO2. He reviewed the code requirements and pointed out one requirement of common space or outdoor facilities interspersed in the development. Bryan appreciated the review and felt he made some good points.

A brief discussion about the history of the overlay zones took place and Bryan noted that they would see if they wanted to pursue the proposed development or not.

Council Member Kelvin Green asked about the home prices. Bryan responded he was not sure but thought the range may be high 300's to low 400's. Kelvin commented that he did want to see something nice in the area and felt that his proposal could be okay.

Bryan Prince thanked everyone for their time and feedback.

Wave Park Proposal

Economic Development Director Chris Pengra briefly introduced Josh Roy who was presenting for Wave Haven – Surf Resorts. He mentioned that Kip and David were also available for the discussion.

Josh Roy described the proposal for bringing surfing to Utah. He described it as ocean waves not just standing on a pad and trying to surf the water underneath the board. The project would be located on 10 acres at the corner of Bacchus Highway and New Bingham Junction. The development would have a main building, surf shop, restaurant, snack shop, events space and locker rooms. He noted that they could have other amenities such as volleyball courts, Jacuzzi's, and maybe another pool. This would be a year-round facility.

A concept site layout was provided showing a future expansion area. They were estimating 750,000 people per year. However, one pool could only handle about half of that and why they had a future expansion area for when the demand is met.

Concept renderings he created were shown. The rendering showed a concert area in the corner with an ocean wave pool down the center and beach area at one end. The annual visitation was estimated at 150,000 – 300,000 people. The annual revenue was estimated at 7M – 11M with market projections higher than that. He noted that timing of the project was tight. He noted that we would see surfing in the Olympics. There were only two facilities like the one he was proposing in the US (Texas and New Jersey) and the demand was growing rapidly. He shared a list of members on his team.

Council Member Kayleen Whitelock asked if the process to create the waves would cause earth movement. The response was no that no one could feel it. Waves would have to be bigger than six or seven feet to feel it. The mechanic noise is controlled and housed in a mechanical room that they would soundproof to minimize the noise.

Council Member Kayleen Whitelock asked about current zoning of the property and the response was community commercial. Kayleen liked the idea overall, especially for the west side. She asked if the dome was retractable and the response was that it's inflatable and was seasonal. Kayleen was in favor of the proposal.

Council Member Kayleen Whitelock noted that if the project brought 300,000 people who spent \$20 each day in West Jordan, he would be in favor of building three or four of the facilities. He curiously questioned why they chose the corner of Bacchus and New Bingham.

Council Member Kayleen Whitelock noted they were close to the dump but also revealed that there were plans for the dump to be moving away in the near future.

Chair Zach Jacob also wondered about the location and how they landed there. Josh Roy responded that it was an area he was working on with a business partner. He also noted that they were considering a location in Midvale. He was not worried about anyone traveling to this type of destination. He informed the committee that survey's show people are willing to travel 400 miles to come to a facility like this. Which would include Idaho and Colorado. He also noted a synergy with those who like to snowboard.

Council Member Kayleen Whitelock asked Josh to please choose West Jordan for his location.

Connor noted that a location in Waco Texas was filled year-round and was completely booked out until March with no option to book any further into the future. He felt Utah had a unique ability to capture those who could snowboard, ski, and surf in the same day. This type of facility had the possibility to draw a large crowd.

Chair Zach Jacob thought it was a very innovative business plan and liked the opportunity to be first in the market. He voiced feeling a bit worried about being able to handle the traffic heading in West Jordan, if it were to draw that many people in one day. Zach was curious about the water usage.

Josh Roy explained that the project would be one wetted acre and they would experience about $\frac{1}{4}$ inch of evaporation per day, which would have to be managed. It was estimated they would use 7M gallons per year to fill the pool initially and maintain the water level.

Chair Zach Jacob noted that they would also have water use for bathrooms and kitchens as well. He did not have a concern with that and noted he liked the proposal.

Economic Development Director Chris Pengra reported that the water use was modest when compared to other uses. He suggested requiring a time of use for the project for example, they would be required to fill the pool in the evening or at times when West Jordan usage was lowest. Josh Roy felt that could be accommodated. Economic Development Director Chris Pengra felt the proposal was appealing because, even though it wasn't industrial use it was compatible with those uses. Any sound generated wouldn't be a nuisance because no residents were around. This type of venue in the County, State and region is a huge asset and one that we want in West Jordan. City Planner Larry Gardner reported that the potential for new construction in West Jordan was 5,000 to 6,000 and wouldn't include Herriman and South Jordan. He believed it was a great location for this type of facility. He noted that Bacchus Hwy was looking at receiving upgrades too.

Council Member Kelvin Green shared a quick calculation: if there were 40 homes on the property and they all used 35K in summer which would be on the lower end, that would total 1.4 M gallons. Then multiply that usage by four months for the season and you're already at 6M, which would not include the winter use. Overall, the facility will probably end up using even less than a development of 40 homes and may even end up helping us save water on the west side.

Chair Zach Jacob agreed and was excited to see what other businesses may develop around the facility. He felt it was similar to a Top Golf type of venue and a lot of restaurants and other business developed around that facility, it could be a great spark in that area.

Council Member Kelvin Green mentioned that Kayleen always wanted an amusement park on the west side of the city and this could be a great start. Kayleen agreed.

Economic Development Director Chris Pengra thanked the committee for their feedback and Josh Roy thanked them for their time.

Chair Zach Jacob provided an update regarding ADUs. During the League meeting there had been a discussion regarding a bill Ward was representing which would define internal ADUs (i.e. basement, garage, mother-in-law apt). he liked that the bill was separating internal and external ADUs. The bill would have certain requirements only in the areas where ADUs are allowed. City Planner Larry Gardner had received a video of the meeting and a way to submit comments. Council Member Kelvin Green liked the idea of differentiating those terms of internal and external in the legislative language. Chair Zach Jacob will forward some of the screen shots with more information regarding the bill.

Council Office Director Alan R. Anderson noted of an upcoming Council meeting discussion for ADUs and the purpose was for Council to determine how best to obtain public input. He also noted that there would be no additional cost for adding a second meter for ADUs it would just be stubbed off the main meter.

Chair Zach Jacob added that it wouldn't be treated as a duplex other than for fire safety. He also mentioned that part of the discussion was that the ADU be owner occupied. He again reported that he would send out what he had, that the bill was still fluid, and he would do his best to keep everyone updated.

Council Member Kelvin Green thanked City Planner Larry Gardner for having Bryan Prince present early during the meeting and felt that almost anything would be better on that property than what's there now. He saw the value of this committee as providing feedback to the developer early on in the process.

Economic Development Director Chris Pengra asked Council Members if they were okay to provide incentives for the Wave Park proposal? Council was willing to have a discussion about incentives.

Zach adjourned the meeting



Development Services Application

8000 South Redwood Road, 2nd Floor, South

801-569-5182

Kristi.Peterson@westjordan.utah.gov

22885

Property:

Sidwell/Parcel # from SL Cnty: 21-27-401-003
21-27-401-016
21-27-402-002 Acreage 3.59 Lots: 3

Approximate Street Address: 7481 SOUTH REDWOOD ROAD

Project Name: REDWOOD ROAD PARCEL

Project Location: 7481 SOUTH REDWOOD ROAD

Type of Application:

☐ Concept

☐ Preliminary

☐ Final

☐ Agreement

☐ Conditional Use Permit

☐ Design Review Committee

☒ Development Plan

General Land Use Amendment

☐ Other: _____

☐ Site Plan

☐ Site Plan Amended

☐ Subdivision Major

☐ Subdivision Minor

☐ Subdivision Amended

☐ Temporary Use Permit

Zone Change

☐ Planned Community

Applicant: PETER GAMVROULAS Company: IVORY DEVELOPMENT LLC

Address: 978 EAST WOODDALE LN

City: SLC State: UT Zip: 84107

Phone: 801-747-7016 Cell: 801-842-5714

Email: PETERG@IVORYHOMES.COM

Consultant: EDM PARTNERS, LLC

Address: 2815 EAST 3300 SOUTH

City: MILLCREEK State: UT Zip: 84108

Phone: 801-201-7494 Cell: 801-201-7494

Email: NICK@EDMPARTNERS.COM

**** Property Owner(s):**

Name: ENTERPRISES INC.

Address: 2439 EAST 900 SOUTH, SLC UT 84108

City: SALT LAKE CITY State: UT Zip: 84108

Phone: 801-633-5366 Cell: N/A

Email: NALISADUNFORD@MSN.COM

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Email: _____

**** Applicant must identify as a "Property Owner", all holders of any legal title to the Property; if necessary, attach additional page(s) to this Application to identify additional Property Owners.**

By signing below, the Applicant hereby represents, and affirms the following:

1. Definitions.

a. "Application": Application includes (i) this Application form, (ii) the Property Owner(s) Affidavit, and (iii) all information (whether written or verbal) provided by the Applicant, by the Consultant, by the Property Owner(s), or by any other person or entity engaged by the Applicant or the Property Owner(s) in furtherance of the Application ("Supporting Parties").

b. "Property Owner(s)": Holders of any legal title to the Property.

2. Information is True and Correct. The information described on this Application form and contained in the Property Owner's Affidavit, is true and correct. The Applicant will use its best efforts to ensure all contents of the Application are accurate and current.

3. Property Owner(s) Consent to this Application. All Property Owner(s) (i) have reviewed and expressly approve of the contents of this Application form, and (ii) consent to the Applicant pursuing approval of the Application.

4. City's Right to Contact Property Owner(s). The City has the right to contact the Property Owner(s) directly, in writing or through other means, to verify any information contained in the Application.

5. Contact with Property Owner(s) is not Interference. Contact by the City as outlined in "4." above is and shall not be considered interference with the Applicant's business dealings.

6. Incorrect or Untrue Information Voids this Application. If any information provided as part of the Application is untrue or incorrect, at the option of the City (i) this Application shall be considered void *ab initio*, (ii) the City shall have no obligation to process the Application, (iii) any commitments allegedly made by the City or flowing from the Application, including also the alleged grant of any development rights by the City, shall be considered void *ab initio* and unenforceable, and (iv) the Applicant shall indemnify and hold the City harmless for any costs or claims resulting from false or incorrect representations (A) of or from the Applicant, and/or (B) of or from the Property Owner(s), the Consultant, and/or the Supporting Parties of which the Applicant has or had knowledge.

7. Notice to the City of a Changed Event. The Applicant has an affirmative duty to (i) notify the City in writing of a Changed Event, (ii) fully inform the City of the nature and details of a Changed Event, and (iii) provide such notice and information within two (2) business days of a Changed Event. A Changed Event is any action or occurrence, (i) that occurs subsequent to the date the Applicant executes this Application form, and (ii) which alters the legal relationship of the Applicant and the Property Owner(s) to an extent that either (A) the Applicant no longer has authorization from the Property Owner(s) to pursue the Application, or (B) results in any representation or information in this Application or the Property Owner's Affidavit to be, in whole or in part, untrue, incorrect, or inaccurate.

Applicant Signature: _____

Date: _____

11-20-20

(Completed Notary Block for Applicant's signature must be attached to this Application form)

OFFICE USE ONLY

MUNIS #: **22885** Date Received: **2-23-2021** Date of Meeting: _____

ODA **Kristi** Planner: **Mark** Engineer: **David** Fire: _____

Notary Block for Applicant's Signature

STATE OF UTAH)
 : SS.
County of SALT LAKE)

On this 20 day of November, 2020, before the undersigned notary public in and for the said state, personally appeared PETER GTAMUROULAS [name of person], known or identified to me to be a/the PROJECT MANAGER [position of responsibility] of IVORY DEVELOPMENT [name of company or entity], and the person who executed the foregoing instrument and acknowledged to me that said company or entity executed the same.

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



[Signature]
Notary Public



ZONING MAP AMENDMENT SUBMITTAL CHECKLIST

APPLICANT IVORY DEVELOPMENT (PETER GAVRILOULAS) DATE 11-20-20
PROJECT REDWOOD ROAD PARCELS (ENTERPRISE INC)

GENERAL PLAN MAP AMENDMENT

Your Check	City Check	Description
☒	☐	Application
☐	☐	Fees
☒	☐	Provide the names, addresses, phone numbers, and sidwell numbers of property owners in the area to be rezoned and their agents/developer
☒	☐	Provide a legal description and the acreage of each proposed zoning district
☒	☐	Provide a detailed map on the 8½" x 11" paper showing the following: ☐ Requested zoning boundary change ☐ Present and proposed zoning ☐ All existing property lines ☐ All abutting properties
☒	☐	Provide a concept development plan (detailed design and engineering are not required) on 8½" x 11" paper showing the following in the rezone area ☐ General layout of lots ☐ Roads ☐ Parking ☐ Buildings ☐ Landscaping in the rezone area
☒	☐	In writing, explain the reason and justification for such zone change and the manner in which a proposed zone map change would further promote the objectives and purposes of the West Jordan Municipal Code and the General Plan. The statement must include: ☐ Public purpose for the amendment in question ☐ Confirmation that the public purpose is best served by the amendment in question. ☐ Compatibility of the proposed amendment with general plan policies, goals and objectives ☐ Consistency of the proposed amendment with the general plan's timing and sequencing provisions on changes of use ☐ Potential of the proposed amendment to hinder or obstruct attainment of the general plan's policies ☐ Adverse impacts on adjacent landowners ☐ Verification that the correctness in the original zoning or general land use plan map is correct for the area in question ☐ Impacts on City services such as water, sewer, storm drain, public streets, traffic, fire and police services ☐ Impacts on schools ☐ Impacts on the local economy and other factors as requested by the planning department



ZONING MAP AMENDMENT SUBMITTAL CHECKLIST

☒	☐	Obtain a Salt Lake County Plat of the area
☒	☐	List of property owners within 300' radius of the subject parcel (prepared by Salt Lake County Recorders Office on address labels)
☐	☐	Prepare two sets of Addressed and Stamped (not metered) letter-sized envelopes (no. 10) to be mailed (by the City) to the neighboring property owners. Do not use envelopes with your business return address.
☐	☐	Digital copy in PDF format

NOTE: Incomplete applications will not be scheduled for Planning Commission Review.



ZONING MAP AMENDMENT DEVELOPMENT APPLICATION FEES

**8000 South Redwood Road
(801) 569-5182**

Preliminary and Final Review fee amount includes two (2) reviews. Additional reviews will be charged at the supplemental rate as noted. The fees listed here are in no way a guarantee that these are the only fees assessed by the City of West Jordan.

ZONING MAP AND TEXT AMENDMENTS

_____ Zone Change Review	\$2,075
_____ Engineering review/per application	\$350



GENERAL PLAN MAP AMENDMENT SUBMITTAL CHECKLIST

APPLICANT IVORY DEVELOPMENT (PETER GAMVROULAS) DATE 11-20-20

PROJECT REDWOOD ROAD PARCEL (ENTERPRISE INC)

GENERAL PLAN MAP AMENDMENT

Your Check	City Check	Description
☒	☐	Application
☐	☐	Fees
☒	☐	As part of the general plan map amendment process, the applicant shall attempt to collect the signature of the property owner or authorized agent or, in the case of amendments affecting multiple properties, the signatures of a majority of the persons who own property within the area proposed for the general plan map amendment.
☒	☐	Provide the following information: 1. Legal description for the property 2. Property owner name 3. The present zoning classification 4. The present land use 5. The proposed land use 6. A scaled diagram of the subject parcel/land
☐	☐	In writing, explain the reason and justification for a general plan map amendment. The statement must include: 1. Explain how the required findings of the Municipal Code are met. 2. Analysis of the potential impacts on the existing infrastructure and public services such as traffic, streets, intersections, water and sewer, storm drains, electric power, fire protection, garbage collection, etc. 3. Specify the potential use of the property within the area of the proposed amendment. 4. Explain why the existing general plan designation/general plan language for the area is no longer appropriate or feasible.
☒	☐	Obtain a Salt Lake County Plat of the area.
☒	☐	Legal description of the boundary to be amended.
☒	☐	List of property owners within 300' radius of the subject parcel (prepared by Salt Lake County Records Office on address labels)
☐	☐	Prepare two sets of Addressed and Stamped (not metered) letter-sized envelopes (no. 10) to be mailed (by the City) to the neighboring property owners. Do not use envelopes with your business return address.
☐	☐	Digital copy in PDF format

NOTE: Incomplete applications will not be scheduled for Planning Commission Review.



GENERAL PLAN MAP AND TEXT AMENDMENT DEVELOPMENT APPLICATION FEES

**8000 South Redwood Road
(801) 569-5182**

Preliminary and Final Review fee amount includes two (2) reviews. Additional reviews will be charged at the supplemental rate as noted. The fees listed here are in no way a guarantee that these are the only fees assessed by the City of West Jordan.

GENERAL PLAN AMENDMENT

_____ General Land Use Map Amendment	\$1,765
_____ General Land Use Text Amendment	\$2,010
_____ Engineering Review/per application	\$1,000

PROPERTY OWNER AFFIDAVIT

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

I, Martine A. Riddle, being duly sworn, by my signature represent, affirm and attest as follows:

1. **Definitions.** The following definitions apply in this Affidavit:

- a. "Application": Application includes (i) the document entitled *West Jordan City Development Services Application* ("Application Form"), (ii) this Property Owner Affidavit ("Affidavit") and any other Property Owner Affidavit(s), and (iii) all information (whether written or verbal) provided by the Applicant, by the Consultant, by the Property Owner(s), or by any other person or entity engaged by the Applicant or the Property Owner(s) in furtherance of the Application ("Supporting Parties").
- b. "Applicant": The individual and/or entity named as such on the Application Form.
- c. "Property Owner": Holder of any legal title to the Property.
- d. "Property": That parcel identified as sidwell/parcel# 2127401016,
located at approximately 7481 South Redwood Road.
(approximate street address)

2. **Property Owner.** To the best of my knowledge (**check one**):

☒ I am the SOLE Property Owner.

-or-

☐ There is/are (an) additional Property Owner(s), whose name(s) follow:

(include additional pages with names if necessary)

3. **Reviewed the Application.** I have reviewed the Application Form dated 7/15/20,

submitted to the West Jordan City by EDM PARTNERS, LLC,
(name of Applicant as appears on the signature line of the Application form)

for the project entitled, "ENTERPRISES INC. PROPERTY"
(name of Project as appears on the Application form)

which Application requests approval by the City of West Jordan for the following:

- | | | |
|--|--|---|
| ☐ Agreement | ☐ Site Plan | ☐ Temporary Use Permit |
| ☐ Conditional Use Permit | ☐ Site Plan Amended | ☒ Zone Change |
| ☐ Design Review Committee | ☐ Subdivision Major | ☐ Planned Community |
| ☒ Development Plan | ☐ Subdivision Minor | |
| ☒ General Land Use Amendment | ☐ Subdivision Amended | |
| ☐ Other: _____ | | |

4. Information is True and Correct. The information contained in this Affidavit and the Application form, is true and correct. The Property Owner will use its best effort to ensure all contents of this Affidavit and the Application form are accurate and current.
5. Property Owner's Consent to the Application. The Property Owner (i) has reviewed and expressly approves the contents of the Application Form, and (ii) consents to the Applicant pursuing approval of the Application.
6. City's Right to Contact Property Owner. The City has the right and may contact the Property Owner directly, in writing or through other means, to verify any information contained in the Application.
7. Contact with Property Owner is not Interference. Contact by the City as outlined in "6." above is and shall not be considered interference with the Property Owner's business dealings with the Applicant.
8. Incorrect or Untrue Information Voids the Application. If any information provided as part of the Application or this Affidavit is untrue or incorrect, at the option of the City (i) the Application shall be considered void *ab initio*, (ii) the City shall have no obligation to process the Application, (iii) any commitments allegedly made by the City or flowing from the Application, including also the alleged grant of any development rights by the City, shall be considered void *ab initio* and unenforceable, and (iv) the Property Owner shall indemnify and hold the City harmless for any costs or claims from the Property Owner resulting from false or incorrect representations (A) of or from the Property Owner, and/or (B) resulting from the Application being voided.
8. Notice to the City of a Changed Event. The Property Owner has an affirmative duty to (i) notify the City in writing of a Changed Event, (ii) fully inform the City of the nature and details of a Changed Event, and (iii) provide such notice and information within two (2) business days of a Changed Event. A Changed Event is any action or occurrence, (i) that occurs subsequent to the date the Applicant executed the Application Form, and (ii) which alters the legal relationship of the Applicant and the Property Owner to an extent that either (A) the Applicant no longer has authorization from the Property Owner to pursue the Application in whole or in part, or (B) results in any representation or information of which the Property Owner is aware or becomes aware in the Application or this Affidavit to be, in whole or in part, untrue, incorrect, or inaccurate.

My signature below attests that I consent to the statements and information provided in the Application and attached plans and exhibits for the requested process(s) as checked above, and that all information presented by me is true and correct to the best of my knowledge.

Nadine A. Riddle
(Property Owner Signature)

Nadine A. Riddle
(Printed Name)

Subscribed and sworn to me this 17th day of July, 20 20.



Kevin Beckwith
(Notary)
Residing in SALT LAKE, UTAH
(County) (State)

My commission expires: JAN. 29 2022

Notary Block for Applicant's Signature

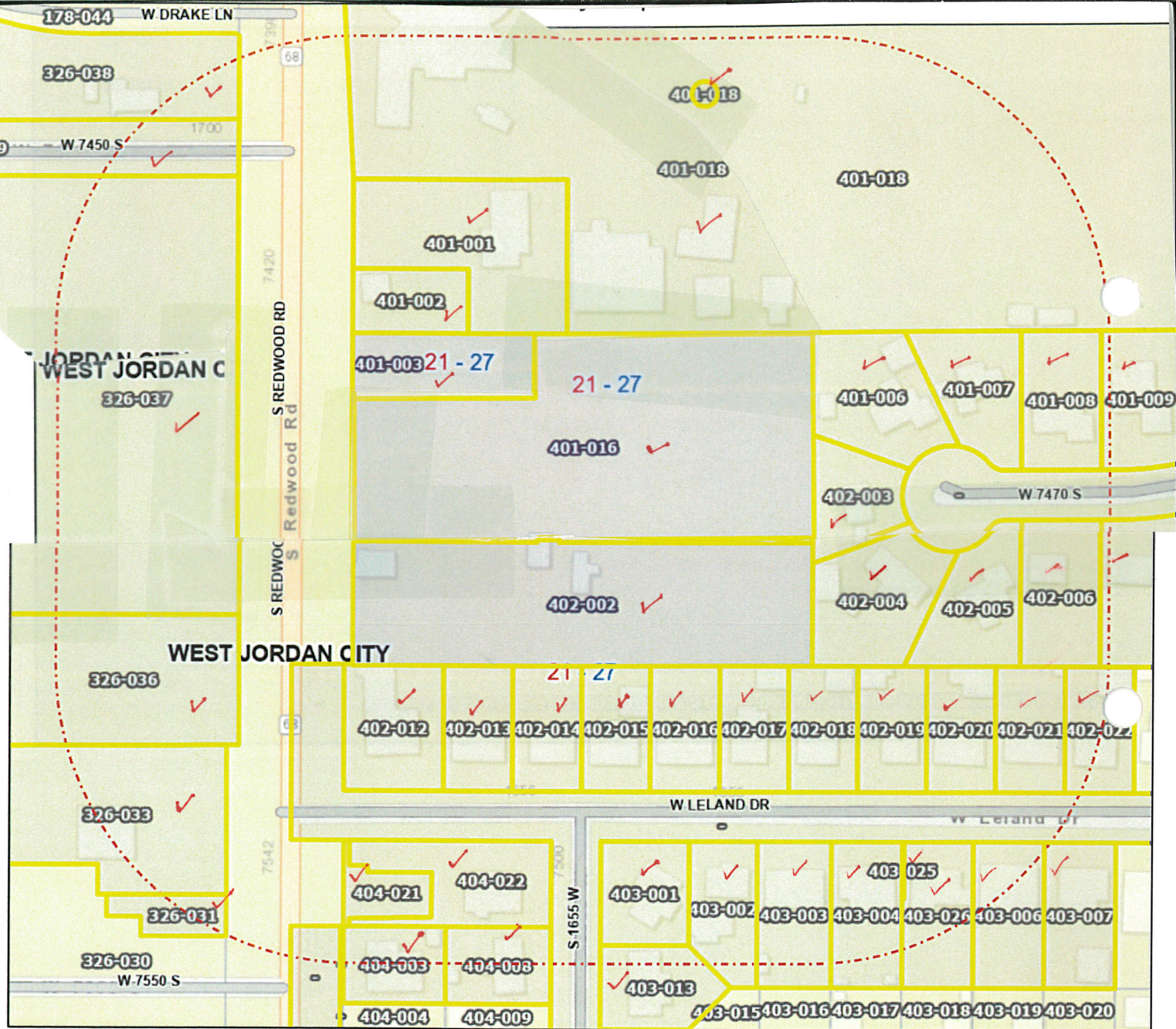
STATE OF UTAH)
) SS.
County of SALT LAKE)



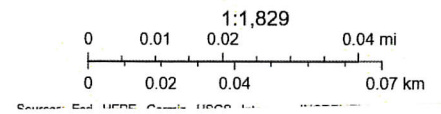
On this 13th day of August, 2020, before the undersigned notary public in and for the said state, personally appeared NADINE A. LIDDLE [name of person], known or identified to me to be a/the KEVIN BECKWITH [position of responsibility] of EDM PARTNERS, LLC [name of company or entity], and the person who executed the foregoing instrument and acknowledged to me that said company or entity executed the same.

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


Notary Public



November 25, 2020



Owner of 21273260190000
7387 S CAMPUS VIEW DR
WEST JORDAN UT 84084

Owner of 21274010070000
6211 S RODEO LN
MURRAY UT 84121

Owner of 21274020060000
1585 W 7470 S
WEST JORDAN UT 84084

Owner of 21273260310000
PO BOX 148420
SALT LAKE CITY UT 84114

Owner of 21274010080000
1090 W 275 S
LAYTON UT 84041

Owner of 21274020070000
1569 W 7470 S
WEST JORDAN UT 84084

Owner of 21273260330000
7540 S REDWOOD RD
WEST JORDAN UT 84084

Owner of 21274010090000
1570 W 7470 S
WEST JORDAN UT 84084

Owner of 21274020120000
7489 S REDWOOD RD
WEST JORDAN UT 84084

Owner of 21273260360000
7540 S REDWOOD RD
WEST JORDAN UT 84084

Owner of 21274010160000
PO BOX 58113
SALT LAKE CITY UT 84158

Owner of 21274020130000
1103 W EMERALD POOLS LN
BLUFFDALE UT 84065

Owner of 21273260370000
7466 S REDWOOD RD
WEST JORDAN UT 84084

Owner of 21274010182000
27 N 'C' ST
SALT LAKE CITY UT 84103

Owner of 21274020140000
1666 W LELAND DR
WEST JORDAN UT 84084

Owner of 21273260380000
9089 S TEMPLE DR # 130
WEST JORDAN UT 84088

Owner of 21274010182001
27 N 'C' ST
SALT LAKE CITY UT 84103

Owner of 21274020150000
1654 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274010010000
7439 S REDWOOD RD
WEST JORDAN UT 84084

Owner of 21274020020000
2439 E 900 S
SALT LAKE CITY UT 84108

Owner of 21274020160000
1642 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274010020000
12245 S 2240 W
RIVERTON UT 84065

Owner of 21274020030000
*2439 E. 900 S.
Salt Lake City UT 84108*

Owner of 21274020170000
1630 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274010030000
2439 E 900 S
SALT LAKE CITY UT 84108

Owner of 21274020040000
1603 W 7470 S
WEST JORDAN UT 84084

Owner of 21274020180000
1618 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274010060000
1604 W 7470 S
WEST JORDAN UT 84084

Owner of 21274020050000
1597 W 7470 S
WEST JORDAN UT 84084

Owner of 21274020190000
1600 S STATE ST
SALT LAKE CITY UT 84115

Owner of 2127402020000
1598 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274030250000
1615 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274020210000
1588 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274030260000
1601 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274020220000
1578 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274040030000
7537 S REDWOOD RD
WEST JORDAN UT 84084

Owner of 21274030010000
1655 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274040080000
7538 S 1655 W
WEST JORDAN UT 84084

Owner of 21274030020000
1633 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274040210000
PO BOX 148420
SALT LAKE CITY UT 84114

Owner of 21274030030000
1621 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274040220000
7532 S 1655 W
WEST JORDAN UT 84084

Owner of 21274030040000
1615 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274030060000
1595 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274030070000
1583 W LELAND DR
WEST JORDAN UT 84084

Owner of 21274030130000
7539 S 1655 W
WEST JORDAN UT 84084

_NB b Joseph View Cottages - MDA & PDP

Final Audit Report

2021-07-07

Created:	2021-07-06
By:	Cindy Quick (Cindy.quick@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3HJhWQQ4ZbYOFgbzWxWTdCo8RCoAQ9AC

"_NB b Joseph View Cottages - MDA & PDP" History

-  Document created by Cindy Quick (Cindy.quick@westjordan.utah.gov)
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-  Document emailed to Scott Langford (scott.langford@westjordan.utah.gov) for signature
2021-07-06 - 8:08:11 PM GMT
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-  Document e-signed by Duncan Murray (duncan.murray@westjordan.utah.gov)
Signature Date: 2021-07-06 - 10:51:43 PM GMT - Time Source: server- IP address: 73.52.173.73
-  Document emailed to Korban Lee (korban.lee@westjordan.utah.gov) for signature
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Signature Date: 2021-07-07 - 10:16:11 PM GMT - Time Source: server- IP address: 174.209.39.83
-  Document emailed to Alan Anderson (alan.anderson@westjordan.utah.gov) for signature
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 Document e-signed by Alan Anderson (alan.anderson@westjordan.utah.gov)

Signature Date: 2021-07-07 - 10:20:29 PM GMT - Time Source: server- IP address: 207.225.200.66

 Agreement completed.

2021-07-07 - 10:20:29 PM GMT