



**CITY OF SOUTH JORDAN
PLANNING COMMISSION MEETING
ELECTRONIC MEETING AGENDA
TUESDAY, NOVEMBER 9, 2021
6:30 P.M.**

Notice is hereby given that the South Jordan City Planning Commission will hold a Planning Commission Meeting on Tuesday, November 9, 2021, in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah with an electronic option via Zoom phone and video conferencing. Persons with disabilities who may need assistance should contact the Planning Department staff at least 24 hours prior to this meeting.

Attendees will be allowed to join via phone or video, using Zoom phone and video conferencing. Note, attendees joining electronically may public comment with access through video conferencing, and participant must have their video on and working to speak. Attendees who wish to present photos or documents to the City Council must attend in person. Those who join via phone may listen, but not comment.

In the event the electronic portion of the meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the meeting and, if needed, end the electronic portion of the meeting with or without a motion and vote. Reasons for removing an individual or ending a meeting include but are not limited to the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements or actions, and other any action deemed inappropriate.

Ability to connect and comment is dependent on an individual's internet connection, not the City. To ensure comments are received regardless of technical issues, please have them submitted in writing to the City Planner, Greg Schindler, at gschindler@sjc.utah.gov by 3:00 p.m. on November 9, 2021.

Instructions on how to join the meeting electronically are below.

Join South Jordan Planning Commission Electronic Meeting November 9, 2021 at 6:30 p.m.

- Join on any device, with mobile and desktop availability
- Visit: www.sjc.utah.gov/planning-commission/
- Zoom link, Meeting ID and Meeting Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted www.sjc.utah.gov/planning-commission/

THE MEETING WILL BEGIN AT 6:30 P.M. AND THE AGENDA IS AS FOLLOWS:

- I. WELCOME AND ROLL CALL – *Commission Chair Michele Hollist***
- II. MOTION TO APPROVE AGENDA**
- III. APPROVAL OF THE MINUTES**

IV. STAFF BUSINESS – *None*

V. COMMENTS FROM PLANNING COMMISSION MEMBERS

VI. SUMMARY ACTION – *None*

VII. ACTION – *None*

VIII. ADMINISTRATIVE PUBLIC HEARINGS –

A. DAYBREAK VILLAGE 9 PLAT 1 PRELIMINARY SUBDIVISION

Location: Generally 11460 South 6700 West
File No: PLPP202100162
Applicant: Larry H. Miller Real Estate

B. DAYBREAK VILLAGE 11A PLAT 5 AMENDED SUBDIVISION AMENDMENT

Location: Lots 449 through 456
File No: PLPLA202100235
Applicant: LHM Real Estate

C. CRAIG SWAPP OFFICE BUILDING SITE PLAN APPLICATION

Location: 1662 W. 11010 S.
File No: PLSPR202100189
Applicant: Adam Lambert, Rimrock Construction

D. HIDDEN VILLAGE SUBDIVISION AMENDMENT

Location: 1245 W Maybe Lane
File No: PLPLA202100239
Applicant: South Jordan City

E. SHIELDS LANE PRELIMINARY SUBDIVISION

Location: 9786 S. Redwood Road
File No: PLPP202100130
Applicant: Nathan Abbott

**F. KUM & GO GAS STATION/CONVENIENCE STORE SITE PLAN AND
CONDITIONAL USE PERMIT**

Location: 9786 S. Redwood Road
File No: PLSPR202100131
Applicant: Nathan Abbott

G. ZIPLINE TEMPORARY USE CONDITIONAL USE PERMIT

Location: 10473 S. Bacchus Highway
File No: PLSPR202100171
Applicant: Benoit Miquel

IX. LEGISLATIVE PUBLIC HEARINGS –

**A. RIVERPARK RET9 REZONE Rezone from P-O (Professional - Office) to C-C
(Commercial - Community) Zone**

Location: 10620 S. River Front Parkway
File No: PLZBA202100246
Applicant: Gina Jensen, RiverPark Group

B. SOJO TOWNHOMES AT 114TH LAND USE AMENDMENT AND REZONE
Land use amendment from SN (Stable Neighborhood) and EC (Economic Center)
to RDO (Residential Development Opportunity), and a rezone from A-5
(Agricultural, min. 5 acre lot), R-1.8 (Single-Family Residential, 1.8 lots per acre)
and R-2.5 (Single-Family Residential, 2.5 lots per acre) Zone to R-M-PD
(Residential-Multiple-Planned Development Floating Zone) Zone

Location: Approximately 1500 W. 11400 S.

File No: PLZBA202100089

Applicant: Jake Ackerman

X. OTHER BUSINESS – *None*

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH)
 : §
COUNTY OF SALT LAKE)

I, Cindy Valdez, certify that I am the duly appointed City Deputy 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 4th day of November, 2021
Cindy Valdez
South Jordan City Deputy Recorder

**CITY OF SOUTH JORDAN
ELECTRONIC
PLANNING COMMISSION MEETING
COUNCIL CHAMBERS
October 26, 2021**

Present: Commissioner Nathan Gedge, Commissioner Trevor Darby, Commissioner Steven Catmull, Commissioner Sean Morrissey, Commissioner Mike Peirce, Assistant City Attorney Greg Simonsen, Assistant City Engineer Jeremy Nielsen, City Planner Greg Schindler, Planner David Mann, Planner Damir Drozdek, IT Director Jon Day, GIS Coordinator Matt Jarman, Deputy City Recorder Cindy Valdez, Transcriptionist Diana Baun

Absent: Chair Michele Hollist

Others: Brad Neves, Alec Moffitt, Chris and Chrissy Cavin, Lexi McCarty, Sam Fankhauser, B. Shaver, Cecilia Uriburu, Danny Lange, Travis Christensen, Eric Moon, Spencer Connelly, Jill Lash, Mark Nelson, Tina Falk, Abhiram Guvvala, Tyler, Dave Rasmussen, Coleman Family, Mindi Butterfield, Jordan, Hali, Jordan Wouden, Danny Wehungue, Tricia Martindale, Steve Borg, Ashley Atkinson, Kirby Kirkman, Colemans, Rachel Rasmussen, Jeffrey Mathers, Jeff Siemen, Scott Howell

6:30 P.M.
REGULAR MEETING

I. WELCOME AND ROLL CALL – *Commissioner Nathan Gedge*

Commissioner Nathan Gedge welcomed everyone to the Electronic Planning Commission Meeting. He excused Chair Michele Hollist, who was absent.

II. MOTION TO APPROVE AGENDA

Commissioner Morrissey motioned to approve the October 26, 2021 Planning Commission Agenda with the removal of Item VII, The Annual Moderate Income Housing Report. Commissioner Catmull seconded the motion, vote was unanimous in favor; Chair Hollist was absent from the vote.

III. APPROVAL OF THE MINUTES

Commissioner Darby motioned to approve the October 12, 2021 Planning Commission Meeting Minutes as published. Commissioner Gedge seconded the motion, vote was unanimous in favor; Chair Hollist was absent from the vote.

IV. STAFF BUSINESS - None

V. COMMENTS FROM PLANNING COMMISSION MEMBERS - None

VI. SUMMARY ACTION – None

VII. ADMINISTRATIVE PUBLIC HEARINGS –

**A. SOUTH STATION PLAT 3 CONDOMINIUMS PHASE 1E
CONDOMINIUM PLAT AMENDMENT**

Location: 5261 W Reventon Drive
File No: PLPLA202100221
Applicant: Holmes Homes

Commissioner Gedge motioned to take a short recess. Commissioner Darby seconded the motion, vote was unanimous in favor; Chair Hollist was absent from the vote.

City Planner Greg Schindler reviewed background information from the Staff Report.

Commissioner Nathan Gedge opened the hearing for public comment. There were no comments, public comments were closed.

Commissioner Darby motioned to recommend approval of File No. PLPLA202100221, Condominium Plat Amendment as presented to the Planning Commission. Commissioner Gedge seconded the motion. Roll Call vote was 5-0, unanimous in favor; Chair Hollist was absent from the vote.

**B. STARBUCKS DRIVE THROUGH SITE PLAN AND CONDITIONAL
USE PERMIT**

Location: 1133 W South Jordan Parkway
File No: PLSPR202100170
Applicant: Cecilia Uriburu

Planner David Mann reviewed background information from the Staff Report. Staff is recommending approval with the condition that they get approval from UDOT to access existing utilities in South Jordan Parkway.

Commissioner Steve Catmull asked if the conditional use permit is approved for a drive through, could this potentially be a restaurant with a sit down option in the future.

Planner Mann said yes, however it would require additional site plan approval. Technically, the conditional use of a drive through at this location would run with the land; it can be revoked if there are detrimental impacts that appear that need to be mitigated.

City Planner Greg Schindler said only the drive through is getting the conditional use permit. If they added seats they would have to go through a separate site plan approval to meet additional requirements like parking.

Commissioner Catmull was thinking of a future site plan that might come up with plans for interior seating, and wondering if that would be a problem in that shared parking space.

Commissioner Nathan Gedge asked regarding the widening of access to South Jordan Parkway, is there a chance that people could be accessing this site via westbound traffic and could this cause potential conflicts along South Jordan Parkway that need to be addressed. With the elimination of the parking stalls, is there a way to prohibit any street parking on South Jordan Parkway during evening events.

Planner Mann said the renderings do show a walk-up window, so walk up traffic is a possibility; the likelihood of that happening along South Jordan Parkway isn't very high. As far as potential impacts for traffic danger, he's sure that was looked at by Engineering.

Assistant City Engineer Jeremy Nielsen said the access on to South Jordan Parkway will remain the same, a full access; however, that is something that UDOT monitors by watching accident data among other things. If that needs to be restricted in the future, that's something that UDOT can do and possibly restrict that to a right in/right out; it hasn't been a concern of theirs to date. He doesn't believe that stretch of road is marked as no parking, there is a bike lane but in this case we would watch it and if it became an issue we could mark it as no parking in the future if needed.

Commissioner Gedge said he wanted to make sure the concerns were on record and will be addressed if needed.

Cecilia Uriburu (Applicant) didn't have anything to add, she is just thankful that their project is being reviewed and she is excited on behalf of the owner to make this happen.

Commissioner Gedge opened the hearing for public comment.

Steve Borg (Applicant) is the owner of the property, as well as Schmidt's Pastry. They had that excess parking and were trying to decide the best thing to do for the community and for him, as well as the tax base for the city. They felt that having Starbucks there was strong move for the city and the property owners. It will improve the site and utilize property that isn't getting any extra tax base. The latest the bakery ever stays open is 7:00 or 8:00pm, Magnolia's weddings are at night usually; they wouldn't be doing this if they felt it was going to hurt their parking or Magnolia's.

Commissioner Gedge closed the hearing for public comment.

Commissioner Catmull said this does seem like a good synergistic use between the three businesses.

Commissioner Gedge motioned to approve File No. PLSPR202100170, Starbucks Drive Through Site Plan and Conditional Use Permit, with the condition that the applicant must receive approval from UDOT for widening the access on South Jordan Parkway and

making utility connections in the right-of-way. Commissioner Darby seconded the motion. Roll Call vote was 5-0, unanimous in favor; Chair Hollist was absent from the vote.

**C. JORDAN VALLEY WATER CONSERVANCY DISTRICT PUMP
HOUSE SITEPLAN & CONDITIONAL USE PERMIT**

Location: 3580 W 10200 S
File No: PLSPR202100208
Applicant: Jordan Valley Water

Planner David Mann reviewed background information from the Staff Report.

Commissioner Nathan Gedge asked if there is anything similar to this conditional use that would allow another business to come in and use the property.

Planner Mann said it would have to be similar to the current site plan with the pump house, any changes would require a new site plan approval and any potential impacts of those changes could cause the conditional use to be re-evaluated.

Travis Christensen (Applicant) said the reason for this station is to continue to be able to support their pipe that runs under 10200 South that supports West and South Jordan. This pump station will allow them to continue to supply and meet the demands for the meter stations that are along that pipeline.

Commissioner Gedge opened the hearing for public comment. There were no comments, public comments were closed.

Commissioner Darby motioned to approve File No. PLSPR202100208, Pump House Site Plan and Conditional Use Permit as presented to the Planning Commission. Commissioner Gedge seconded the motion.

Commissioner Catmull corrected the address stated during the motion.

Commissioner Darby amended his original motion to include the correct address as listed above. Commissioner Gedge seconded the amended motion. Roll Call Vote 5-0, unanimous in favor; Chair Hollist was absent from the vote.

**D. DISTRICT HEIGHTS RESIDENTIAL DEVELOPMENT
CONDITIONAL USE PERMIT**

Location: 11210 S. River Heights Dr.
File No: PLCUP202100227
Applicant: Ashley Atkinson, Sequoia Development

Planner Damir Drozdek reviewed background information from the Staff Report.

Commissioner Steve Catmull asked if there is any limitation as to when a development agreement expires, either in this case or for future development agreements.

Planner Drozdek said sometime we include time limitations, but it varies from agreement to agreement.

Commissioner Catmull asked about the 10 year span which spans the full iteration of the general plan, as it would be nice to have reasonable time limits on development.

Commissioner Nathan Gedge asked staff to point out where the third section of parking stalls for visitors will be, other than the ones on the north and south ends. They pointed to the northwest quadrant, in the space between the farthest northwest building and the most northern cluster; there are four parking stalls located there dedicated as visitor parking.

Ashley Atkinson (Applicant) is really excited to be back. She worked to develop the hotel and office building just to the south of this. They feel like this residential use really blends in with the surrounding areas, and they know the city needs more attached and for sale housing. This is a great fit for this area due to the walkability with the retail and The District. Regarding density, with the development agreement they are allowed 140 units, however they are not proposing that high of an amount because they really want this “for sale” product here. She pointed out that they have units facing Bangerter because they were more interested in the facade on River Heights Drive and they wanted to keep the project uniform. By keeping these rear loaded units, they were able to make sure River Heights Drive kept that facade. They are also working with UDOT on the sound wall, they will protect those back units to make sure they are desirable with views of the temple.

Commissioner Gedge said there are some trees abutting the sound wall on Bangerter Highway, he asked if they knew what type of foliage they are going to use.

Ms. Atkinson said she doesn't know yet, they are still in negotiations with UDOT regarding where exactly the wall is; they are planning on it being just in line with the property to the north, which gives them more buffer. They do plan on landscaping and trees back there no matter what.

Commissioner Gedge opened the hearing for public comment. There were no comments, public comments were closed.

Planner Drozdek added that if the conditional use permit is approved tonight, the applicant will have to come back with subdivision plans since these are going to be for sale as townhomes.

Commissioner Peirce motioned to approve File No. PLCUP202100227, for a Conditional Use Permit on a multi-family residential project as listed above. Commissioner Gedge seconded the motion.

Commissioner Catmull suggested amending the motion to reference the development agreement, given that's what is governing and allowing this.

Commissioner Catmull motioned to amended Commissioner Peirce's motion to additionally state that this is defined by the existing development agreement dated 2010 and on file. Commissioner Gedge seconded the amended motion. Roll Call vote was 5-0, unanimous in favor; Chair Hollist was absent from the vote.

E. SOJO CENTRAL LOT 2 SMITH STUDIO SITE PLAN AMENDMENT

Location: 10738 South Beckstead Ln.
File No: PLPA202100190
Applicant: Nate Reiner, CIR Engineering

Planner Damir Drozdek reviewed background information from the Staff Report.

Kirby Kirkman (Applicant) is the architect on the project. He thanked the commission for their consideration on the project. The building footprint increased a little bit, but the height was taken down to a one story. Parking still is well within all the ratios and it looks like its brothers on the site.

Commissioner Nathan Gedge opened the hearing for public comment. There were no comments, public comments were closed.

Commissioner Gedge motioned to approve File No. PLPA202100190, Site Plan Amendment, as presented to the Planning Commission. Commissioner Catmull seconded the motion. Roll Call vote was 5-0, unanimous in favor; Chair Hollist was absent from the vote.

VIII. LEGISLATIVE PUBLIC HEARINGS –

A. HARVEST POINTE WEST LAND USE AMENDMENT AND REZONE

Amending the land use designation from Economic Center to Mixed Use and rezoning from Commercial Community (C-C) to Commercial Community Planned Development (C-C-PD).

Location: 3773 W South Jordan Parkway
File No: PLZBA202000247
Applicant: Peterson Development

Commissioner Gedge motioned to take a five minute recess. Commissioner Darby seconded the motion. Vote was unanimous in favor, Chair Hollist was absent from the vote.

Planner David Mann reviewed background information from the Staff Report.

Jeff Siemen (Applicant) said it's good to be back. They preferred to do this about a month ago, but this gave them a chance to have another neighborhood meeting with some of the residents. They had two people attend, they were able to answer some questions and concerns they might have and it was beneficial for them to see what their revision is. As you can tell, from the old to the new concept, this is a much better flow and addresses more of the concerns of the residents as far as privacy, safety and a number of other things. By doing this refresh, they were able to shift the entrance of these townhomes further to the north, away from the residents and helping to alleviate some of their traffic concerns. Having the frontage and facade along Harvest Pointe Drive, in talking to Jeremy Nielsen, typically adds presence which helped drivers slow down which was big concern of the neighbors to the south. They have been cognizant of what the neighbors want and tried to address it in the concepts. The elevations are three stories, they are

about 30 feet which is about the same size as the existing residents there who have pitched roofs; these townhomes will have flat roofs. To be aware and address their concerns on privacy, on the third level they have taken the windows that face the residents and shifted those windows up, so no one will be looking out those windows into somebody's backyard. It fits well, the setbacks are exactly what the existing residents have at 25 feet from fence line to the back of the building. By turning the buildings perpendicular to where they were, they will see the side of a building as opposed to a garage which adds another benefit to them as a neighborhood. Getting rid of the commercial also allowed them to put driveways in there; in addition to two car garages there are two car driveways. The required parking for multi-family for the city in the code is 2.5, immediately off the bat they will exceed that with four reserved spaces per unit, along with additional parking spread throughout for a total of 188 total parking spaces with overflow. In the overall concept, the funky nature of this parcel is such that you see the 24 and 23 spaces are part of this project. They hope the commission can see they have taken the residents' concerns seriously, and with their help this project is much better.

Commissioner Nathan Gedge opened the hearing for public comment. He reminded everyone that due to the number of potential comments they will be sticking to the three minute rule for each person. Also, the commission members have the minutes from the last time this was heard in May and most of them were in attendance at that time and familiar with this.

Jeffrey Mathers (Resident) owns two condos near here. He has two objections, one is the density this is bringing to the community. The traffic there is almost overwhelming now. He bought these properties back in 2005, he has seen a lot of growth in the area. He paid a premium for the view of the mountains and the valley, which is slowly eroding away. Along with the density and congestion, his biggest objection is the height of the buildings and how it restricts his view of the valley and mountains. As he looked at the elevation, it is 30 feet high; to him, that seems to be the highest project in the whole area at eight to ten feet higher than everything else around there. He is here on behalf of everyone who lives along that creek that faces the mountain they paid considerable premiums for, and now are being jipped.

Rachel Rasmussen (Resident) said she was sorry she missed the developer's meeting, they were given two days' notice and it was at 5:00pm on a weeknight which is difficult to make. She appreciates this opportunity to discuss some of the concerns about this development with everyone here. She also appreciates the efforts that they have made to improve this proposed rezone. That said, she keeps asking herself "why are we trying to do something better that we maybe shouldn't be doing at all." She thinks this property zoned as commercial needs to stay zoned as commercial. She appreciates the parking stalls that have been added and all the efforts, but there is no guaranteeing conversion of this to a residential area won't have parking and traffic overflow in to their already busy and congested neighborhood. As has been stated before, there has been all kinds of news stories about traffic problems in their neighborhood. Any sort of additional parking on their neighborhood will be detrimental. She has five young kids, her neighbor has five young kids, her other neighbor has two young kids, across the street has two young kids, and they live right where the walkway is. Her fear is they will have to deal with parking permits which changes the whole value and function of her home. If this is a commercial development, someone visiting a business will access it from the main road where they see the sign, and even if they have to park a few stalls back they are going to park in the parking lot. If

turned into a residential, all of a sudden those townhouse that are right by the walkway don't want their friends having to walk a long way so they'll tell them to park on their street and come in closer. That is her concern, regardless of how many parking spots there are here, turning this into residential is going to create additional parking problems on their already dangerous streets.

Mark Nelson (Resident) is speaking on behalf of many of his neighbors, he has been asked to speak to the fact that they want this to stay commercial. When they moved here they knew it would be commercial, they knew there would be high density at the south end, they knew what they were getting to. Those that live on the north end are OK with the commercial, they like the commercial, they walk to the commercial. They also know that commercial has set hours, patterns that coincide with their lives; at night there is no street parking. Nielsen's Frozen Custard is busy, but at night it is closed and not a big deal; they love it and they go there. One thing they've all assumed, this piece has sat there for so long waiting for the 10400 S construction to be completed. They thought that is smart to wait until that is done because once they have this beautiful new intersection and everything is revitalized, it will be a main point of the city just like 11400 S is. People will want to flock to this area in his opinion and they would like to see commercial stay there. As far as the housing goes, the density still seems too high and they would love to know garage sizes, how they will do street parking on Harvest Pointe as there is 15-20 cars at the park at all times. The east of that road is red zoned at this point, that means if this is built they will have red zones right in front of their own properties and won't be parking right in front of their buildings; there is no way to get a third car through there. The walkway as it sits now will have five units on the other side of it, the walkway is for them as residents at this point and they like it and want it; this turns it around on them and it becomes the walkway to park cars in front of their homes. They also feel that this boxes them in on both ends with high density and feels like a third strike. They had the high density that turned into permit parking at the south, then 11 homes being torn down in the community for reconstruction of Bangerter, now they're looking at this. They have a lot of people looking to move and he really doesn't like that. Where is CCPD in the code, where can they reference that. They appreciate all the work that has been put into this and they would love everyone's feedback.

Brittany Coleman (Resident) said her backyard is against VASA. Like Rachel and Mark, some of her concerns are with parking, especially with that five strip on the east side that Mark just referenced. She thinks that will encourage people to come and park down on Grassy and Poppy Meadow via the walkway. She is not sure that parking signs will help, they have that on the south end of the neighborhood by the townhomes and it's not patrolled, people are still parking in those areas. She sees people walk to VASA and the Puddle Jumpers Preschool through that walkway every day, she doesn't want to see it closed off, she is hoping that maybe those parking stalls can be removed. They are counting 47 stalls in that commercial property that are already there. She goes to the Puddle Jumpers three times a week and that parking area is always at least halfway full with people going to the dental, Puddle Jumpers, and all the other buildings in there. She feels like they can only count those stalls between 5:00pm-8:00am, she doesn't think those should be allowed to count. Parking on Grassy, with their homes being as close together as they are, is already pretty tight. She has received two messages from her mail lady because they had a guest park on the street for two days and was made to go down to the post office to pick up mail. They have received other nasty letters from her that they can't park there ever and there is no

parking on the street, usually they don't even have a car there. She is very concerned with the parking and how it will influence the neighborhood.

Brad Neves (Resident) echoed some of the comments we've already heard. They have people parking in front of his mailbox as well and they don't have teen drivers or anyone from their own home parking there. Parking is an issue. Similar to Mark Nelson's argument, he'd like to go back a step; there are a lot of objections he has to the proposal itself. If we look at the South Jordan City Code 17.22.030, the rezoning application, it reads that a rezone not initiated by the city may not be reinitiated for a parcel of property for which rezoning has been considered within the last year. This has already been considered within the last year and this should not be happening tonight under code 17.22.030 without the city council's approval for a second application within the same year. The purpose of rezoning should be to improve the community. As most of the neighbors have already stated, they would suggest that commercial is a better use for that property. He understands as an entrepreneur and small business owner the need to try and make businesses profitable, he doesn't fault Peterson for that; however, if they reference another company that the same people own, the Nielsen's Custard is owned by the very same people trying to push this through. They have created a parking issue, drive through issues, traffic issues that back up onto South Jordan Parkway because their customers are trying to enter from Harvest Pointe. They have been a bit better this year, but he doesn't know if that's to any credit of Peterson or Nielsen's Frozen Custard. He would suggest still that the parking and traffic is not their concern because they don't live in our community, they live in some of the nicest areas of the valley in homes that are tucked away and not part of these high density areas. He doesn't believe they related to the pain that we feel in this community. We like our community and he's just asking that the commission vote to deny this once more and not keep wasting everyone's time to guide them into an approval. The city council, the planning commission, you are all working with and for them as taxpayers in their city, not for this developer, so please consider their opinions a little bit stronger than this application. He cannot find anything for CCPD. He can find planned development stuff, the CC stuff, but the density is an issue. The minimum size for a CC rezoning should be five acres, this is too small for a CCPD. He believes they are trying to get this in as mixed use or something that they aren't being forthcoming about to get more flexibility in the zoning requirements. We need them to start over with a little more forthcoming clarity. The documents that were posted tonight are different than they were this afternoon and than they were last month, they are not seeing a consistent set of supporting documents and he feels like they need more clarity before a motion is really considered there.

Jill Lash (Resident) agrees with everything everyone has said. She sent a very lengthy email on September 28 that she was assured would be included in the meeting minutes for the last meeting that was supposed to be scheduled and got delayed, so she isn't going to go through all of her concerns because she hopes that email is included. Peterson's website claims "when you choose Peterson you choose peace of mind," and she has seen throughout this entire project development that that is completely opposite. There is no peace of mind with this development. She does appreciate the updates and how they have claimed to be listening to the concerns of the residents, but she doesn't feel like any of the changes that have been made truly address the safety concerns they have for their children, those driving through their neighborhood, as well as the traffic increase. She also wanted to mention the intersection at Harvest Pointe and South Jordan Parkway, if this does not remain as a commercial development and becomes residential,

she feels that intersection will have to be changed or widened in the future as there is only one left turn lane for residents to turn left heading south into their neighborhood. She doesn't feel like one lane during rush hour traffic is going to handle that amount of increased traffic coming into their neighborhood. Also, as you turn left and get along that road where Nielsen's Frozen Custard is, if you have all these townhome residents also trying to turn left off of Harvest Pointe into their residential area that's going to create a backup clear up to that intersection and then impatient cars will try to swerve around those cars waiting to turn left into the townhomes and residents like her who are trying to get through to the neighborhood. It is already a very congested road with really only one lane of traffic on both sides, there are not multiple lanes or a left turn lane, and she feels like those issues would have to be updated.

Danny Wehungue (Resident) has shared some of his concerns before, but given where his house is in the neighborhood he has a firsthand view of the intersection. Traffic is an issue, everyone has referenced that, he just wanted to give his personal experience. They had both of their cars destroyed the first night they moved into the neighborhood when a driver crossed the intersection, both of their cars were totaled. They filed a police report and the driver was never found. It's an issue, they have been personally and financially impacted by it already. He walks his daughter to the bus stop every morning on Grassy Meadow, just this morning his three year old son was with him. He was holding his hand to cross the street walking back and someone blew through the stop sign, followed by four more people as they just waited for the people to cross. It's only a matter of time until something that can't be fixed happens on this road. It's a little scary, regardless of whether this is approved or not as it is already a problem, he just wanted to share his firsthand experience. Another thing that hasn't been brought up yet is there are a lot of kids in the neighborhood, multiple bus stops and busses that come through the neighborhood morning and afternoon. He watches the bus 1455 come around the corner every day and it just narrowly makes it through the cars that are already parked there, adding more cars is definitely a risk and safety issue. He hopes we can do as much as they can now to prevent any further problems or disasters from happening.

Tricia Martindale (Resident) thinks part of the traffic issue is going along Harvest Pointe. When they gets residents into those townhomes, if they are wanting to avoid the busy intersection on 10400 S, many of them will be using Harvest Pointe Drive to cut through their neighborhood and get over to 4000 W if they are heading south. That will increase the traffic flow a ton on that road, which is already super busy as mentioned.

Lexi McCarty (Resident) shared an experience she had last week that illustrates being on Harvest Pointe. She was going to pick up carpool with some of her junior high kids and she rounded the corner on Harvest Pointe, was the only one on there, and she looked out and there was a little three year old boy standing in the middle of Harvest Pointe, holding his mom's keys and standing next to the van. There was no one coming, she pulled over and took up part of the lane so no one could go around and she yelled at that mom to come and get the little boy. As the mom came to get the little boy there were four people on either side of her van; if she had not been there, that little boy would have gotten hit. If they add any more people and have the park, and Nielsen's and another development, she thinks they are just asking for a lot of things happening to kids with having the park, Nielsen's, their neighborhood and the townhomes behind them, and then putting townhomes in front of them the density is just so high. It's a safety

issue. At one point, she turned around and saw her little boy heading in that direction. She can't say now many times she has been at that park and seen that. She just thinks having those townhomes right next to the park and Nielsen's would be too much.

Jordan Wouden (Resident) came to speak to the traffic on Harvest Pointe. When you come through the park, the added parking stalls have made it near impossible to see coming around the stop sign. She goes to Puddle Jumpers in the morning, and when she comes out there are people flying through because they are trying to go around the cars. Further south on Harvest Pointe in front of her house, cars come through frustrated, stop at the stop sign and then zoom. She and her three young children hardly ever play in the front yard because cars zoom by and she has tried to motion people to slow down, but they just slow down and wave. When she goes on walks she can see people are frustrated by Nielsen's, frustrated by the park and people coming out of the gym and Puddle Jumpers parking lot, then a stop sign, and it's just a free for all and usually they just blow through the next stop sign. She doesn't remember who said it, but someone mentioned the increased traffic with construction, and if people are trying to avoid it they are going to use her street and they are going to use it to cut through to 4000 W; it just increases the traffic on her street. She sent a pretty lengthy email, but they were the three story townhomes in a previous neighborhood in Riverton and they claimed parking stalls based on the garage and the driveway, so they had four parking spots. They failed to require parking in those spots. Eventually they had to have board meetings and HOA meetings and complaints to change it where you had to park in your garage, there was no storage. For them as a young couple, they were there temporarily, they didn't want to be there forever and they didn't have a lot so they could park in their garage. Many, many families had to move because once they said nothing in the garage it became an issue, they couldn't get in there because they just didn't have enough room. If this were to be approved, they would propose that there be some sort of HOA mandate that they have to use their garage as those two designated parking spots.

Tina Falk (Resident) said her property is just to the south of the property line, next to the walkway. She voiced that she is in alignment with everyone else in her neighborhood that's spoken. The residential is just a different stressor. There will be residents here that will use that pedestrian crosswalk more than if it was commercial, there will be more foot traffic crossing this already really confusing space with a park, it just doesn't make sense. It's scary as a driver going through there, let alone being on foot and being an adult and going for a walk. If this was to get passed, this is exhausting. The thought of this turning residential is beyond frustrating for them because that's not why they purchased this property here on Grassy Meadow as they knew it was going to be commercial. The three story units, the last time this plan was proposed they were two story, now they are three story and it looks like they have bumped it back a foot further away from her fence. A three story unit overlooking two story houses along the fence line is concerning, it's a wall that they get to look out their bedroom windows at. You can't put trees in there that will give them any sense of privacy. She understands that there are trees they want to put there to protect their backyards, but what about her bedroom, does she have to live with her blinds closed. This changes their way of living in her neighborhood and she is just not a fan. She thinks it is so fitting that on their plan the blue line designs logo is how she feels, very blue about this whole experience. She hopes that everybody survives Halloween and the safety of all of this and they can come up with a better idea, there has to be something better.

Mindi Butterfield (Resident) wanted to make it perfectly clear that the traffic along Harvest Pointe isn't just for their neighborhood. The neighborhoods to the south of them, going all the way down to 11400 S, people are cutting through and going through Harvest, they are not taking 4000 W.

Commissioner Gedge closed the public comment portion of the hearing.

Mr. Siemen discussed the height of the buildings, they are not 38 feet tall, they are 30 feet tall with the architectural element that adds a few feet. Garage sizes depend on the unit, corner units are 20 feet wide and interior units are between 16 and 18 feet wide, all have a depth of 22 feet; this fits within the city code. Regarding parking, the city code is 2.5 per unit and they are providing above and beyond that, not with just the four spaces that each individual unit has, but also the additional parking around it; this isn't counting the 47 spaces that are already there as part of the commercial. Those commercial spots are being counted because they are part of the parcel. If the complaint is that there isn't enough parking, but then parking is supplied, those two things cross and they definitely provided more than enough parking. We have designed this to be an integral part of the community. There is the beautiful park, and to have a commercial building across from the park doesn't make as much sense as having residential where families can be close and enjoy the park. They have committed to the flashing crosswalk, as well as spoken with Traffic Engineer Jeremy Nielsen about traffic calming measures as part of this. Some of them would be covered by the city, because they don't own that side of the road. Some things Peterson can do are shifting the crosswalk to the south a little more, and then building out the curb and gutter to narrow the road at that point, it indicates for drivers that you're entering a residential area. Regarding the traffic trip generation memo, the methodology behind that is studies going back 40-50 years that show a typical commercial building generates a certain amount of traffic, a typical residential generates a certain amount of traffic. For a 20,000 square foot commercial retail building, which they are already entitled to build on this piece of land, that would generate 755 traffic trips per day. Per city staff, Harvest Pointe Drive can handle that capacity as it is right now. The residents may not agree, but they are trying to help that since residential is a less intense use with only 205 trips.

Commissioner Sean Morrissey asked, if this is a safer plan, why did they wait until now to propose it.

Mr. Siemen said they were not the original developers of this property. The grocery store was lost and the Bangerter expansion took out part of the shopping center as well, those things have decimated that commercial center. You need an anchor tenant to support the junior anchors. We are in the middle of a housing crisis and we need more places to live.

Commissioner Morrissey said we're also in the middle of a construction crisis, Daybreak is going to build 20,000 more homes. The houses are going to come, it's a matter of mixed use and more density. That's the issue right here with this area. He lives next to this area and went through the first buildout that all these residents described, those were the scenarios that went through his mind before it was built; those concerns have come to fruition, that it would be even worse because originally there were no houses. That was originally going to be apartments and townhomes, the whole area. That was stopped, there was compromise, but we are hearing about

safety issues and he can see a lot of the testimony foreseeing those safety issues escalating to potential hazards, kids being hit by cars, etc. He has gone through this area on his way to the UPS Store, which is a great tenant in that area because it has been there for a long time. He usually goes around to get back, but it's an easy drive from his house to that area. Going through that area they've added multiple stop signs because of the issues, there used to be none. He's glad they're talking about a potential flashing crosswalk and there should be more of those in that area based on what he's heard tonight. Even if this doesn't go through, the city should be looking into that right now and adding one or two so we reduce the safety issues there. Looking at this as a potential fix to the situation of a "housing crisis" doesn't feel like a solution. This development isn't going to solve that crisis as again, Daybreak is building 20,000 units, half will be mixed use and townhouse style like this one which comes with huge density issues out there as well. Why add it to this particular parcel at this time. The Bangerter expansion did remove a key lot where Cypress Credit Union and a vacant pad were. He asked how many commercial or office buildings are being built right now in the city. Peterson claims they can't fill this space, because there isn't opportunity or it isn't the right opportunity, but there is retail and office space being built here in South Jordan because those applicants are coming to the planning commission.

Mr. Siemen said commercial and retail space is overbuilt in the southwest side of the valley by over a million square feet. This site has been marked for quite a while, and it sat vacant. Because of the synergy that was lost with the expansion of Bangerter on that other pad they haven't found anyone willing to fill this space.

Commissioner Morrissey said it comes down to economic opportunity. Peterson says it would be great to have townhouses across the street from the park, but residents testify that it wouldn't because it's going to create more density issues. When he drives by the park, it is already filled up by residents which is great. These townhouses are not going to fill that need right now, because it is already being filled. Peterson is asking the commission to make this change in land use designation, as well as zoning, to allow them to move forward with this project and that is an uphill discussion for them to prove to the commission. He is trying to figure out what the new development is providing, if those changes are made, that isn't already there.

Mr. Siemen said that's probably something for the 28 people who would move in there to respond to. They would have great access with a park across the street, right there by commercial with walkability. It helps the commercial sustain themselves with the current tenants who are part of the tax base.

Commissioner Morrissey asked if there is concern about the commercial base in those pads right now. There is Sherman-Williams, but he doesn't see those 28 residents going there very often.

Mr. Siemen said no, there are no concerns. While they might not be the customer base for Sherman Williams, they could be for Mountain Mike's, Roxberry, Dominoes, Puddle Jumpers and VASA.

Commissioner Morrissey said they have a huge base here that is opposing it that probably uses all those facilities too.

Commissioner Mike Peirce said he has a bigger concern with the density issue, the city council will not approve it with this kind of density.

Mr. Siemen said density is a key factor, but he has been told that they need to look at the whole project, how it fits on the land. This is a change and different from what's there now, and he accepts that the neighbors don't like that, but this gives every concession to fitting on the project. If they cut down on four or five units to add parking, excess parking, when there is already adequate parking provided, it doesn't make sense.

Barrett Peterson (Applicant) said there are a lot of opposing viewpoints here, it needs to be recognized that there is a developer on one side, and neighbors on the other side. They hope to get some sort of recommendation this evening, but they know it is an uphill battle. He is not here to litigate it or go back and forth. The commission knows the history. They have been out here a long time, developed the Albertson's Center which is now a VASA Center. He has owned this piece of property longer than a lot of the neighbors. He has his property rights, the neighbors have their property rights. Regarding safety, they have the right to build something right now that would bring more traffic than what they are proposing, he doesn't want to lose sight of that. The neighbors might debate them on that, but Mr. Siemen cited traffic studies going back many years to support that. He thinks neighbors generally just don't want change and they are concerned about busses, cars, and kids getting hit which is a real thing. Something will get built here, they are making the decision to petition the city council to build housing. It may not solve the housing crisis, but little by little we need to add more housing. Daybreak was mentioned, but this is a statewide problem. Where are kids and grandkids going to live, that's where they are taking a principled stand saying eight units to an acre shouldn't be the limit. They want to build a quality product on the site with slightly more density than that, along with offering workforce housing. They would offer three units of workforce housing like Bingham Court. Commercial has changed so much in the last 20 years that sometimes you need to ask for a change and housing has flipped since 2008. We go through these patterns in our societies and communities that have to be adjusted to. They have been patient with this property, but they are taking the approach that they have the right to petition the council for this and they know it's an uphill battle. They understand the neighbors aren't happy, but they have certainly solicited input over the last year and a half and they are happy to hold more community meetings. In the end, they may not see entirely eye to eye. They think this is a quality product, it is something that is needed in the area. He appreciates the tough decision for the planning commission.

Commissioner Morrissey asked about the density currently.

Mr. Peterson said they are asking for 28 units, he believes 25 would put it closer to a number they'd be comfortable with. He thinks the neighbors don't want to see even one unit there. Maybe if they get to the city council they can talk about that and see how close they can get. It's not a huge gap to get to the eight number.

Planner Mann discussed boundary lines and current parking potentially being included in calculating density. It will ultimately be up to the city council with their approval, they will decide what the density technically is based on what's developed and the parking. Using just the

potentially developed property the density is 10 to 11 units per acre, if they include the entire property as shown on the visuals that's where they get closer to the eight units per acre numbers.

Commissioner Peirce said they are still over the numbers that city council will approve, regardless of how it's calculated. If worst case they are at 10.89 units per acre and best case they are at 8.8 units per acre they are still over the limit.

Mr. Peterson said they are taking the principled stand saying eight seems very arbitrary, they are saying this is what fits on the parcel and it's a nice product. They've turned the units sideways so there are only four units backing those neighbors to the side, they've increased the setbacks. If they decrease the density do they just make more parking, they already have over 100 stalls. This is an infill piece, it's a little unusual, but that's going to be up to the city council. They want to take this to them, they also want to show that they are providing three units as workforce housing. If the council comes back and says the density needs to be lower, they may not be able to do that workforce housing.

Commissioner Gedge asked questions to staff regarding noticing and whether or not it has all been done correctly.

Assistant City Attorney Greg Simonsen discussed an email from Brad Neves (Attachment A) who questioned whether noticing complies with applicable statutes. His concern was that the notice does not comply with the city notice statute 17.04.60; he has reviewed that and he believes the notice is fully in compliance with every requirement. Mr. Neves had a concern that the address in the notice for the property is not accurate because it should have been changed as access is from Harvest Pointe, rather than South Jordan Parkway. In his own email, he notes that the address given is what you would find if you went to the county. The law is that the notice needs to be reasonably calculated to give notice of the property under consideration. If you look up the address and go to the county records, it will point to this exact property; this gives reasonable notice in his opinion. The address has not changed, so the address used is accurate.

Commissioner Gedge asked about the concern raised by Mr. Neves about hearing this item again. He knows there was no action made in May, the item was tabled and a recommendation was not forwarded of any type to the city council. In turn, the city council has not made any action.

Attorney Simonsen said he is correct. We need to keep in mind, this is just a recommending body, this has not made it to the city council yet who is the actual decision maker.

Commissioner Gedge said a few residents mentioned the Commercial Community Planned Development (CCPD) zone and asked for a reference to the location in code for this.

City Planner Greg Schindler said the CCPD is not a zone listed in the code. The CC part identifies it as being Community Commercial, which is the underlying zone that it currently is. PD is the Planned Development overlay zone that is listed in Title 17.130 and explains the process of obtaining a PD overlay zone. In this case, they have applied for the overlay zone to have residential over the CC zone since generally residential uses are not allowed in the CC

zone. This section of the code was set up to give opportunity at some point to have residential in certain areas where it is not specifically zoned for it. It is still up to the city council to approve what the density is, what it will look like, the type of units, etc. There is a development agreement that goes along with the PD zone, which becomes the actual language of the zone. If the council decides to approve it, they would then approve a development agreement that will list what the density actually is, the number of units, how tall the units are, etc.

Commissioner Gedge encouraged staff to look at traffic enforcement and calming measures, safety issues, even if the project isn't approved to hopefully prevent items in the future. If the city council were to deny this, he asked what the possibilities in the future could look like with this currently being a commercial zone. What types of commercial could this be, other types of uses that could fall under this zone.

Planner Schindler said it's whatever is allowed in the CC zone, and it's quite a list. This includes what's already in the shopping center, along with many other things that are not currently there.

Commissioner Catmull asked if residents can call the Planning Department if they are unable to find information they are looking for, like the CCPD issue tonight.

Planner Schindler said they can call the Planning Department in the future, or if it's for a specific project they can call the planner that's handling that project. There haven't been a lot of things like this, but they are happy to explain where to find the specific parts in the code and list the process of what each applicant would have to go through to get that approval.

Attorney Simonsen discussed what should be considered as evidentiary considerations. This is a legislative matter, the earlier items on this agenda were administrative. The evidentiary standard in administrative matters is substantial evidence, you must have substantial evidence to rely on when making your decision. A legislative standard is the reasonably debatable standard, which is a much more flexible standard, for you to be able to consider everything even if it wasn't backed by scientific studies. He believes those that drafted the code for a planning commission were looking for the commission to give their honest, own personal judgment on a matter and make that recommendation as you are focused on planning. It is somewhat a red herring to speculate on what the city council will or will not do; what they want is this commission's professional opinion after sitting here and hearing all the testimony. He believes whether Peterson gets a negative or positive recommendation they're going to take it to the next step, to the city council.

Commissioner Trevor Darby asked the difference between a residential development and a commercial development in terms of tax base. To him, it seems like the commercial would generate more tax revenue.

Planner Schindler said generally residential, especially single family, doesn't pay for itself through property taxes. Multi-family is better when it comes to tax generation because the property values will be higher with the number of units. However, the commercial is generally higher as it brings in property tax as well as sales tax. They also have to look at what the city provides for residential, like police and fire protection, same with commercial. Residential usually requires more city services in regards to those things mentioned, but they haven't done

research on this in a long time and this is just based on what he has read from different sources. Either one would be of some tax benefit to the city, either multi-family residential or commercial.

Commissioner Darby said he lives in a place where his view was disrupted when they built out beyond his house and it was disappointing to him as well. He learned at that time that the city doesn't typically, and can't, protect views. It's frustrating when you buy or build a property and then your views are obstructed. He wanted to bring that up so that concern was answered, because it is a real concern but unfortunately they can't make their decision based on views.

Commissioner Catmull asked if Daybreak has workforce housing currently.

Planner Mann said he doesn't believe there is anything designated at this time.

Commissioner Catmull asked if a property is difficult to develop or undevelopable, is a redevelopment agency (RDA) an option.

Planner Mann said it could be, but that would be more of a question for the economic development department. They have worked in partnership with other projects, but ultimately it's their decision.

Planner Schindler doesn't believe an RDA would apply here since there isn't a "blight" impeding their development, just a lot that hasn't been developed.

Commissioner Catmull said they've heard a lot of comments about the traffic going through the neighborhood to get to various locations. There are estimates of what that traffic should look like, is there a way to do a study to compare the actuals in that interior neighborhood versus the expected; if that were to be done, who would fund that.

Engineer Nielsen addressed validating trip generation numbers. He doesn't know who would pay for that, presumably the city if we are questioning the validity of our numbers. They have done some tests over the years and they have always come in pretty accurate, with single family homes in particular around 10 trips per day is pretty accurate. For townhomes it's a little bit less than that, and that's what they used in their study. They have not done a formal study to validate that those numbers are exactly correct.

Commissioner Catmull said he was referring to this specific area because of the comments of neighbors today, such that if those numbers were higher than expected and they changed the current estimates, how might that impact where they are today.

Engineer Nielsen said they have counts from 2019 on Harvest Pointe Drive, during the peak hour they saw about three vehicles per minute; it is a residential collector street that is constantly used. On a daily basis it's about 1900 vehicles, and that has probably gone up a little bit as there have been a few more homes built to the south since this study was done.

Commissioner Catmull said Bangerter is not complete on 10400 South. He asked the applicant if he thinks anything will change with new traffic patterns and their ability to develop.

Mr. Peterson said his answer is given through their actions. The center was designed with Albertsons as anchor, which went out and is now VASA, and then two junior anchors. Junior anchors within the industry have become less and less because of Amazon. When the junior anchor got taken out with Bangerter, usually you have two to accompany the one main anchor. That caused them to rethink this, they've been waiting on this for 15 or so years, and they have tried many different approaches on this. This is a different tact, to rezone it to residential, but it has a lot to do with the fact that Bangerter came in and wiped out one pad which they had been in limbo with for a number of years knowing that Bangerter was coming in. They weren't going to build a building there, get a tenant and a lease, knowing there was going to be a freeway there. They don't have a way to know exactly what will happen after Bangerter is completed, but he does think something will develop there eventually. He doesn't think it's "blighted" and appreciates the questions about the RDA, but they think that a higher and better use is residential and that's not a popular opinion. They are developing the 55+ community, the Villas, south of Costco. At one point in time they did a study looking at the space being developed as office versus residential. It was surprising to them that residential developed over a shorter period than office, which would take longer to absorb as 25-30 acres of office, the tax impact was more favorable to the city with the residential; maybe they need to look at a study like that for this project.

Commissioner Catmull asked if they can sell the parcel undeveloped.

Mr. Peterson they have marketed it in a number of different ways over the years. Yes, they could sell it, but there is a higher and better if they develop themselves. They'd like to control what's going in there because it needs to fit with the rest of their center. They are either looking for the right group to buy it or the long-term lease, it just depends who comes along; they haven't put a sign up and prefer to take a more patient approach.

Commissioner Catmull asked to confirm the taxable value at about \$2 million.

Mr. Peterson said that sounds about right, but he doesn't know off the top of his head.

Commissioner Catmull asked if there was an opportunity they passed by in the last 20 years to either sell part of the land or get a tenant in.

Mr. Peterson said to be honest, there aren't a lot of people that call on junior anchor space. They put a lot of money into that center over the years because it went through a pretty rough period when Albertson's went out. There could have been a blight there, but they kept things going and it's standing tall today. In full disclosure, they do not own the VASA nor the pads out front; they own the surrounding retail, are part owners in the Nielsen's Custard and Mountain Mike's. Having this open space is not from lack of trying, he is sincere when he says that Amazon has changed things. They're grateful they didn't have to sell the space, they were able to hold it long-term and look for the highest and best use.

Commissioner Gedge reminded the commission there are two motions they are considering tonight. He reminded the public in attendance that they are only a recommending body who will be making a recommendation to the city council; no matter which way they vote this evening, there is still another phase to this process and he encouraged the residents to reach out to their elected representative for their district and attend the city council meeting when this is up for a vote. Also, if the recommendation in the motion is to deny, the commission should remember they are voting on whether or not they agree with the denial. He feels that the applicant is close to the desired density, but still a little higher than what the council used to consider. He believes it's close enough that they might be able to do some changing to make it work, possibly reconsider the amount of units in each building or the height as that seems to be a point of contention with neighbors. He also feels like this space can't be empty forever, something will go in and at least this will be a smaller number of homes for this area. A future council could end up approving high density in this area, which is what was originally planned. He is in favor of the development, just not the number of units and type of design with three stories, but he feels they are close. He is torn between a positive and negative recommendation based on the total number of units, also it depends on the acreage they are using for the calculations; the parking lot isn't really part of the actual homes on the northern piece of the property. He thinks he would lean towards a negative recommendation, but he believes if they work with the council this could become a project that could work for the community.

Commissioner Catmull thanked the applicant for patiently answering all his questions. He spent a considerable amount of time evaluating definitions of the future uses and zones, as well as their purposes. He went through each of the LIVE goals in the general plan and marked each one that he thought was relevant. He listened to the comments today, and he is leaning towards a recommendation to deny. He feels the applicant has other options still that they can pursue, and that the overall benefit to the city isn't compelling enough to justify altering both a future use map and a rezone of this area for a planned development overlay zone. He feels altering the future use map is a huge deal as a planning commissioner, especially the signal that developers and people that move in use in that designation. He also struggled with a rezone for this 3.1 acre property for a planned development overlay zone based on his research.

Commissioner Peirce is sympathetic to the residents and their concerns with what this may bring, but Mr. Peterson made a great point that sometimes people are afraid of change. We need to take into consideration that something is eventually going to go in this space. Looking at the trip generator that was run, it looks like if something commercial went in there it could very likely bring even more traffic. The residents need to take that into consideration too and realize that, unfortunately, something is going to go in there and it is going to bring more traffic. They may view it as trying to pick the lesser of two evils, and this might not be the more evil choice. His biggest concern is with the overall density everywhere in the city, and any time we start running up over those numbers that's concerning to him. If this could get down to where it was below or in that six to eight units per acre range he would be more comfortable with that. If they are using the actual functioning acreage, this gets up closer to 11 and that's his biggest concern. We are making a lot of speculation about when these people are going to come and go, where they will park, how fast they will drive; it's a lot of speculation that just isn't known. Anything going in there is going to bring some negative consequences, as well as positive, and they will have to deal with that.

Commissioner Darby thanked all the residents who have come tonight and expressed their views. There are some serious concerns about safety and he seconded what Commissioner Morrissey said earlier, that regardless of whether this development is approved or not, he would encourage the city to look more into those concerns and ways they can improve safety in this area. It seemed that the speed of the traffic was a real concern, with lots of bad experiences shared. He has six kids himself and you never want to hear about kids, or adults, in danger. He doesn't know that the developer particularly has that responsibility, especially right now because they don't have anything there; those events aren't necessarily because of something they've done. The other issue brought up was parking in the neighborhoods. He is a lazy person generally, if he has four parking spots in his home he's not going to park on another street and walk to his house, that doesn't seem logical; that argument does seem strange to him. His biggest concern is probably that historically the city doesn't approve a density above six to eight, so why are we looking at eight to 11; this is tough for him to approve because typically the city council hasn't approved that. His inclination is to deny, but he really likes the look of the project and it might be beneficial to have something there. He doesn't want to overrule what the city council has done in the past, he wants to leave that in their lap to decide.

Commissioner Peirce said he liked the comment about the speed. If we are looking at traffic studies, and they are saying that commercial is going to bring in more cars, that is a valid concern. However, if they are residents we may make the assumption that they are going to drive more slowly than if it's commercial, but we don't know that. He doesn't believe that is Peterson's responsibility, that is a city responsibility. The city needs to address the residents' concerns as far as safety and traffic, and Peterson's just needs to get something done with their lot of land.

Commissioner Catmull wonders, in regards to traffic, if it is commercial versus residential, how much of it comes in off of South Jordan Parkway versus Harvest Pointe.

Commissioner Morrissey is sympathetic to both the developer and the residents. However, he wonder if changing the future use of this land and rezoning it the best way to benefit the city in the long run. He is reluctant to make those changes at this point in time because of the density. Density has always been a concern of his and he has strongly opposed situations where people are trying to change the use of the zone to create more density; he is reluctant to vote for those changes at this time.

Commissioner Gedge motioned to recommend a decision to deny File No. PLZBA202000247, the proposed land use amendment from Economic Center to Mixed Use, based on the information from the Staff Report and other information that was presented during the public hearing. Commissioner Morrissey seconded the motion. Roll Call vote was 5-0, unanimous in favor; Chair Hollist was absent from the vote.

Commissioner Gedge motioned to recommend a denial of File No. PLZBA202000247, proposed rezone from CC to CCPD. Commissioner Peirce seconded the motion. Roll Call Vote was 5-0, unanimous in favor; Chair Hollist was absent from the vote.

IX. OTHER BUSINESS –

City Planner Greg Schindler said the first meeting in November has more items than tonight's agenda, however tomorrow planners will decide when they want to bring those items forward.

ADJOURNMENT

Commissioner Darby motioned to adjourn the October 26, 2021 Planning Commission meeting. Commissioner Morrissey seconded the motion, vote was unanimous in favor; Chair Hollist was absent from the vote.

The October 26, 2021 Planning Commission Meeting adjourned at 9:14 p.m.

Meeting minutes were prepared by Deputy Recorder Cindy Valdez

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11-09-2021

Issue: DAYBREAK VILLAGE 9 PLAT 1
PRELIMINARY SUBDIVISION
Location: Generally 11460 South 6700 West
Project No: PLPP202100162
Applicant: Larry H. Miller Real Estate

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

Staff Recommendation (Motion Ready): Approve Project No. PLPP202100162 subject to the following:

1. That all South Jordan City requirements are met prior to recording the plat.

STANDARDS FOR SUBDIVISION REVIEW

The Planning Commission shall receive public comment at a public hearing regarding the proposed subdivision. The Planning Commission may approve, approve with conditions or if the proposed subdivision does not meet City ordinances or sanitary sewer or culinary water requirements, deny the preliminary subdivision plat application.

BACKGROUND

ACREAGE	8.482 Acres
CURRENT LU DESIGNATION	Residential Development Opportunity (RDO)
CURRENT ZONING	PC
CURRENT USE	Vacant
NEIGHBORING LU DESIGNATIONS, (ZONING)/USES	North - RDO, (P-C)/Vacant South- RDO, (P-C)/Residential Development East - RDO, (P-C)/Vacant West - RDO, (P-C)/Vacant

LHM Real Estate has filed an application for preliminary plat review and approval of the Daybreak Village 9 Plat 1 subdivision. The proposed subdivision will divide the property into 47 residential lots, 1 park lot (P-lot) and associated public and private rights-of-way.

The residential density of this proposal is 5.5 units per acre (gross density) and 7.0 units per acre (net density), which is consistent with the P-C zone and adopted Community Structure Plan for Daybreak. The proposed lot sizes range from 2,298 sq. ft. to 11,715 sq. ft. with an average lot size of 6,181 sq. ft.

The PC zone provides for the approval of design guidelines developed for a specific subdivision or site plan. The design guidelines, specific to this subdivision are attached for review.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The Daybreak Community Structure Plan designates this area as Village.
- Section 17.72.020 describes the Village Land Use Designation as follows: “This category is designed for medium density mixed use development that includes residential (single and multi-family), office, commercial, industrial, public/semipublic and recreation/open space uses, without a predetermined emphasis on any single use. This category may accommodate gross residential density of twenty five (25) units per acre.”
- All PC zone and Kennecott Master Subdivision requirements will be met regarding the preliminary subdivision plat.
- All State and Local subdivision review requirements have been followed.
- The proposal meets all City ordinances
- All lots in the proposed subdivision will have culinary water (South Jordan City) and sanitary sewer available (South Valley Sewer District).

Conclusions:

- The proposed subdivision is consistent with the Community Structure Plan and meets the standards of review for subdivisions in the P-C zone.

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, 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:

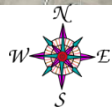
- Approve the preliminary subdivision.
- Deny the preliminary subdivision.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- Aerial Map
- Proposed Subdivision Plat
- Design Guidelines and Development Standards

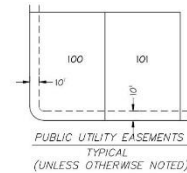


Location Map

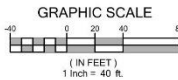


LEGEND

- FOUND SALT LAKE COUNTY SECTION CORNER
- PROPOSED STREET MONUMENT
- EXISTING STREET MONUMENT
- ADDRESS WITH ABBREVIATION OF STREET OR LANE
- 1' DRAINAGE EASEMENT PARALLEL TO LOT LINE (UNLESS NOTED OTHERWISE)
- PUBLIC RIGHT-OF-WAY: SOUTH JORDAN CITY WILL NOT PROVIDE QUICK REMOVAL, STREET SWEEPING OR GARBAGE COLLECTION IN THESE AREAS. QUICK REMOVAL AND STREET SWEEPING ARE THE RESPONSIBILITY OF THE ADJACENT LOT OWNERS. GARBAGE CANS MUST BE PLACED ON THE THROUGH PORTION OF THE ADJACENT LANE OR STREET.
- VACATED AREA OF DOCKSIDER DRIVE
- PRIVATE RIGHT-OF-WAY



SOUTHEAST COR. SECTION 23, T35, 20W, S10E
FIND BRASS CAP
S.L. CO. MONUMENT



Sheet 2 of 5

DAYBREAK VILLAGE 9 PLAT
AMENDING LOT 101 OF THE VP DAYBREAK
OPERATIONS-INVESTMENTS PLAT 1

Located in the East Half of Section 22, T35, 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

DOCKSIDER DRIVE
(Public Right-of-Way)

WATERLINE EASEMENT
PER ENTRY NO. 12990856

5.00' R.O.W. VACATION (SEE ENTRY
FOR VACATION ORDINANCE
RELATED TO DOCKSIDER DRIVE)

SEE DTL. 'A'

SEE DTL. 'B'

SEE DTL. 'C'

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Design Guidelines/Development Standards - DAYBREAK VILLAGE 9 Plat 1					
I. SINGLE FAMILY					
Single-family, duplex, town house and row house residential units that do not stack dwellings on a single parcel. Typically each unit has a private parcel that has street frontage and contains its own parking with a one to three story height. Single family homes are composed using the following building types. Main Building; defined by the conditioned space of the primary residence with or without a garage engaged under a singular roof form. Out Building: a detached conditioned ancillary structure not used as a garage. Semi-Detached Garage: A garage with or without a ancillary residence above the garage that is connected to the "Main Building" with a conditioned single story wing that separates the roof forms. Detached Garage: A garage with or without an ancillary residence above the garage that is not connected to the "Main Body" with a conditioned wing.					
1 LOT DIMENSIONS	A. TOWNHOUSE	B. GREEN COURT/FLAG LOT	C. SMALL LOT	D. STANDARD LOT	E. LARGE LOT
	Min. 15' lot frontage/unit	Min. 30' lot frontage; 15' min. for attached dwellings	Min. 30', Max. 70" lot frontage	Min. 55', Max. 100' lot frontage	Min. 65', Max. 120' lot frontage
2 LOT COVERAGE	Min. 50' lot depth	Min. 50' lot depth	Min. 50' lot depth	Min. 90' lot depth	Min. 90' lot depth
	Max. 90% lot coverage	Max. 75% lot coverage	Max. 70% lot coverage	Max. 55% lot coverage	Max. 45% lot coverage
3 BUILDING SETBACKS AND HEIGHT RESTRICTIONS	Min. setbacks for main building: 5' front, 0' each side, 0' rear	Min. setbacks for main building: 5' front, 4' rear. Side setbacks must be 3' min. or 5' from adjacent building. Detached , Semi-Detached Garages and Out Buildings are not included in these setback calculations	Min. setbacks for main building: 10' front, 5' rear. Side setbacks must be 3' min. or 6' from adjacent building. Attached, Detached , Semi-Detached Garages and Out Buildings are not included in these setback calculations	Min. setbacks for main building: 10' front, 5' each side, 20' rear. Detached , Semi-Detached Garages and Out Buildings are not included in these setback calculations	Min. setbacks for main building: 11' front, 5' each side, 20' rear. Detached , Semi-Detached Garages and Out Buildings are not included in these setback calculations
	Min. setbacks for out building or detached garage: 5' front, 0' each side, 0' rear; Out Buildings, Semi-detached or detached garages must be 5' from nearest building, or attached to another out building or detached garage on another lot	Min. setbacks for out building or detached garage: 5' front, 0' each side, 0' rear; Out Buildings, Semi-detached or detached garages must be 5' from nearest building, or attached to another out building or detached garage on another lot	Min. setbacks for out building or detached garage: 5' front, 0' each side, 0' rear; Out Buildings, Semi-detached or detached garages must be 5' from nearest building, or attached to another out building or detached garage on another lot	Min. setbacks for out building or detached garage: 5' front, 0' each side, 0' rear; Out Buildings, Semi-detached or detached garages must be 5' from nearest building, or attached to another out building or detached garage on another lot	Min. setbacks for out building or detached garage: 5' front, 0' each side, 0' rear; Out Buildings, Semi-detached or detached garages must be 5' from nearest building, or attached to another out building or detached garage on another lot
	For corner lots, side setback min. 5'	Min. 10' setback for lots with side street frontage	Min. 10' setback for lots with side street frontage	Min. 10' setback for lots with side street frontage	Min. 10' setback for lots with side street frontage
		For attached dwellings, minimum side setback is 0'			
	Porches, terraces, balconies, stairs and landings, and bays may encroach beyond front, side and side street setback lines. Structures, bays and balconies above the ground floor may encroach beyond the rear property line provided they do not extend beyond the edge of the lane surface.	Porches, balconies and bays may encroach beyond front and side street setback lines, but are required to maintain 6' seperation to existing structures. Chimneys may encroach 18" beyond side and street side yard setbacks, but are required to maintain 6' seperation to existing structures. Porches and terraces may encroach 10' beyond rear setback line	Porches, balconies and bays may encroach beyond front and side street setback lines, but are required to maintain 6' seperation to existing structures. Chimneys may encroach 18" beyond side and street side yard setbacks, but are required to maintain 6' seperation to existing structures. Porches and terraces may encroach 10' beyond rear setback line	Porches, balconies and bays may encroach beyond front and side street setback lines, but are required to maintain 6' seperation to existing structures. Chimneys may encroach 18" beyond side and street side yard setbacks, but are required to maintain 6' seperation to existing structures. Porches and terraces may encroach 10' beyond rear setback line	Porches, balconies and bays may encroach beyond front and side street setback lines, but are required to maintain 6' seperation to existing structures. Chimneys may encroach 18" beyond side and street side yard setbacks, but are required to maintain 6' seperation to existing structures. Porches and terraces may encroach 10' beyond rear setback line
	80% of lot frontage must have building w/in 30' of min. setback	40% of lot frontage must have building w/in 25' of min. setback	40% of lot frontage must have building within 15' of min. setback	40% of lot frontage must have building within 15' of min. setback, unless the garage loads from a forward driveway court.	40% of lot frontage must have building within 15' of min. setback,unless the garage loads from a forward driveway court.
4 BUILDING MATERIALS	Siding: Brick, stone, stucco, fiber-reinforced cement board, metal panels, stained or painted shingles, or wood boards are preferred. plywood is not allowed.	Siding: Brick, stone, stucco, fiber-reinforced cement board, metal panels, stained or painted shingles, or wood boards are preferred. Plywood is not allowed.	Siding: Brick, stone, stucco, fiber-reinforced cement board, metal panels, stained or painted shingles, or wood boards are preferred. Plywood is not allowed.	Siding: Brick, stone, stucco, fiber-reinforced cement board, metal panels, stained or painted shingles, or wood boards are preferred. Plywood is not allowed.	Siding: Brick, stone, stucco, fiber-reinforced cement board, metal panels, stained or painted shingles, or wood boards are preferred. Plywood is not allowed.
	Roofing: Built-up roofing with parapet, architectural shingles, metal shingles, standing seam metal or cement, clay or slate tile are preferred. Wood shingles are not allowed.	Roofing: Built-up roofing with parapet, architectural shingles, metal shingles, standing seam metal or cement, clay or slate tile are preferred. Wood shingles are not allowed.	Roofing: Built-up roofing with parapet, architectural shingles, metal shingles, standing seam metal or cement, clay or slate tile are preferred. Wood shingles are not allowed.	Roofing: Built-up roofing with parapet, architectural shingles, metal shingles, standing seam metal or cement, clay or slate tile are preferred. Wood shingles are not allowed.	Roofing: Built-up roofing with parapet, architectural shingles, metal shingles, standing seam metal or cement, clay or slate tile are preferred. Wood shingles are not allowed.
	Roofs shall use flat roof with or without parapet, gable, gambrel, hip, shed, or mansard forms.	Roofs shall use flat roof with or without parapet, gable, gambrel, hip, shed, or mansard forms.	Roofs shall use flat roof with or without parapet, gable, gambrel, hip, shed, or mansard forms.	Roofs shall use flat roof with or without parapet, gable, gambrel, hip, shed, or mansard forms.	Roofs shall use flat roof with or without parapet, gable, gambrel, hip, shed, or mansard forms.
	Glazing: No reflective glass	Glazing: No reflective glass	Glazing: No reflective glass	Glazing: No reflective glass	Glazing: No reflective glass
	Materials not listed here shall be subject to review.	Materials not listed here shall be subject to review.	Materials not listed here shall be subject to review.	Materials not listed here shall be subject to review.	Materials not listed here shall be subject to review.
5 GARAGE, PARKING LOT AND ACCESS PLACEMENT STANDARDS	Each unit requires 1 parking space which must be enclosed	Each unit requires 2 parking spaces, 1 of which must be enclosed	Each unit requires 2 parking spaces, 1 of which must be enclosed	Each unit requires 2 parking spaces, 1 of which must be enclosed	Each unit requires 2 parking spaces, 1 of which must be enclosed
		Parking spaces may be accessed by Lane or common drive.	Parking spaces may be accessed by lane, side, or front drive.	Parking spaces may be accessed by lane, side, or front parking court access only	Parking spaces may be accessed by lane, side, or front parking court access only
	Parking spaces must be lane-accessed		Alley-accessed ancillary units require 1 parking space. Side drive-accessed ancillary units may park on-street.	Alley-accessed ancillary units require 1 parking space. Side drive-accessed ancillary units may park on-street.	Alley-accessed ancillary units require 1 parking space. Side drive-accessed ancillary units may park on-street.
	Min. 4' garage setback from lane if garage door opens directly or perpendicular to alley. Min. 0' setback is permissible when garage door opens parallel to alley	Min. 4' garage setback from alley if garage door opens directly or perpendicular to lane. Min. 0' setback is permissible when garage door opens parallel to lane.	Min.4' garage setback from alley if garage door opens directly or perpendicular to lane. Min. 0' setback is permissible when garage door opens parallel to lane.	Front-loaded garages may be max. 45% of primary façade, and must be recessed 5' behind the primary façade.	Front-loaded garages may be max. 40% of primary façade, and must be recessed 5' behind the primary façade.

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11-09-2021

Issue: DAYBREAK VILLAGE 11A PLAT 5 AMENDED
SUBDIVISION AMENDMENT
Address: Lots 449 through 456
File No: PLPLA202100235
Applicant: LHM Real Estate

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

Staff Recommendation (Motion Ready): Approve File No. PLPLA202100235

BACKGROUND

ACREAGE	0.324 Acre
CURRENT LU DESIGNATION	Residential Development Opportunity (RDO)
CURRENT ZONING	PC
CURRENT USE	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.

ANALYSIS

Larry H. Miller Real Estate has filed an application to amend the Daybreak Village 11A Plat 5 Subdivision. The proposed amendment, if approved will accomplish the following:

1. Adjust the property lines of lots 449 through 456. Lots 450 through 453 and lot 455 will be widened slightly while lots 449, 454 and 456 will be slightly reduced in width.

Townhomes are proposed to be built on each of these lots. The adjustments are proposed in order to accommodate the product proposed for the lots.

There will be no increase or decrease to the number of lots in the subdivision.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Good cause exists for the amendment since the lot dimensions must be able to accommodate the future structures and their minimum setback requirements.
- 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:

- None.

ALTERNATIVES:

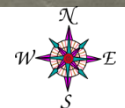
- Approve the subdivision amendment.
- Deny the subdivision amendment.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- Aerial Map
- Original Recorded Plat
- Proposed Amended Plat



Location Map



C-102
DAYBREAK VILLAGE 8, VILLAGE 9 &
VILLAGE 13 SCHOOL SITES SUBDIVISION

LEGEND

- FOUND SALT LAKE COUNTY SECTION CORNER
- PROPOSED STREET MONUMENT
- EXISTING STREET MONUMENT
- ADDRESS WITH ABBREVIATION OF STREET OR LANE
- 1' DRAINAGE EASEMENT PARALLEL TO LOT LINE (UNLESS NOTED OTHERWISE)
- PUBLIC RIGHT-OF-WAY
- SOUTH JORDAN CITY WELL NOT PROVIDE SNOW REMOVAL, STREET SWEEPING OR GARBAGE COLLECTION IN THESE AREAS. SNOW REMOVAL AND STREET SWEEPING ARE THE RESPONSIBILITY OF THE ADJACENT LOT OWNERS. GARBAGE CANS MUST BE PLACED ON THE THROUGH PORTION OF THE ADJACENT LANE OR STREET.
- VEHICULAR INGRESS/EGRESS AND DRAINAGE EASEMENT

VP DAYBREAK DEVCO LLC
(DAYBREAK VILLAGE IIA PLAT 6)

VP DAYBREAK
OPERATIONS-INVESTMENTS PLAT 1

SOUTH JORDAN CITY
26-22-400-005



GRAPHIC SCALE



Sheet 3 of 7

DAYBREAK VILLAGE IIA PLAT 6
AMENDING LOT Z101 OF THE VP DAYBREAK
OPERATIONS-INVESTMENTS PLAT 1

Located in the South 1/4 of Section 22, T35, R24, S10M,
Salt Lake Base and Meridian

RECORDED IN 13174605
REQUEST OF: VP Daybreak Operations LLC
DATE: 6/2/2021 TIME: 9:48am BOOK: 2021P PAGE: 146
FEE: \$ 504.00
SALT LAKE COUNTY REGISTER

PUBLIC UTILITY EASEMENTS
TYPICAL
(UNLESS OTHERWISE NOTED)

SOUTHEAST COR. SECTION 23,
T35, R24, S10M
FIND BRASS CAP
S.L. CO. MONUMENT

BASIS OF BEARING (DAYBREAK BASELINE SOUTHWEST)
58°46'37"E (59°03.40'S (MCN TO MCN))

SOUTHWEST COR. SECTION 22,
T35, R24, S10M
FIND BRASS CAP
S.L. CO. MONUMENT

SOUTH 1/4 COR. SECTION 22,
T35, R24, S10M
FIND BRASS CAP
S.L. CO. MONUMENT

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.

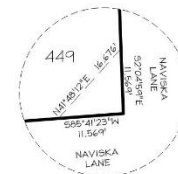
Originally Recorded Plat



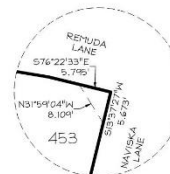
3089 SOUTH 1320 WEST, SUITE 103 WEST JORDAN, UT 84098
801.636.8004 TEL. 801.360.8811 FAX WWW.PERIGEECONSULTING.COM

ACCESS EASEMENTS - LANES

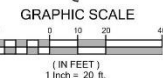
DETAILS "A" & "B" - ACCESS EASEMENTS FOR LANES TO BE MAINTAINED BY SOUTH JORDAN CITY



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



LEGEND

- FOUND SALT LAKE COUNTY SECTION CORNER
- EXISTING STREET MONUMENT
- ADDRESS WITH ABBREVIATION OF STREET OR LANE
- 1' DRAINAGE EASEMENT PARALLEL TO LOT LINE (UNLESS NOTED OTHERWISE)
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 1024 PAGE 3743

Sheet 2 of 3

DAYBREAK VILLAGE IIA PLAT 5 AMENDED
AMENDING LOTS 449 THROUGH 456 OF DAYBREAK
VILLAGE IIA PLAT 5

Located in the South Half of Section 22, T35, R24, S16M,
Salt Lake Base and Meridian

RECORDED IN
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF:
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE \$ _____ SALT LAKE COUNTY RECORDER

Proposed Amendment

SOUTHWEST COR. SECTION 22,
T35, R24, S16M
PND BRASS CAP
S.L. CO. MONUMENT

BASE OF BEARING (DAYBREAK BASELINE SOUTHWEST)
S6°45'03"E 10583.405' (MON TO MON)

SOUTHEAST COR. SECTION 23,
T35, R24, S16M
PND BRASS CAP
S.L. CO. MONUMENT



2009 SOUTH 1300 WEST, SUITE 100 WEST JORDAN, UT 84088
801.626.8044 TEL 801.285.6611 FAX WWW.PERIGEECONSULTING.COM

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11/09/2021

Issue: CRAIG SWAPP OFFICE BUILDING
SITE PLAN APPLICATION

Address: 1662 W 11010 S South Jordan, UT 84095

File No: PLSPR202100189

Applicant: Adam Lambert, Rimrock Construction

Submitted by: Ian Harris, Planner I
Jared Francis, Senior Engineer

Staff Recommendation (Motion Ready): I move that the Planning Commission **approve** the Site Plan application, file number **PLSPR202100189**, to allow for construction of a two-story office building in the C-C zone at 1662 W 11010 S.

ACREAGE:	1.56 acres
CURRENT ZONE:	C-C (Commercial - Community) Zone
CURRENT USE:	Vacant Land
FUTURE LAND USE PLAN:	MU (Mixed Use)
NEIGHBORING ZONES/USES:	North – C-C (Strip mall) South – 11010 S / MU-V (Strip mall, residential development) West – Redwood Rd. / A-5 (SJC Public Works) East – C-C (Office building)

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 Chapter 16.24 and the requirements of the individual zone in which a development is proposed. All provisions of Title 16 & 17 of South Jordan 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.

BACKGROUND:

The proposed development is located on a vacant parcel on the northeast corner of Redwood Rd. and 11010 S. It is bordered by these roads on the west side and south side, respectively, the Falcon Plaza strip mall to the north side, and the Meridian Engineering office building to the east side.

The project consists of one office building with the main façade fronting 11010 S., and a shorter, side façade fronting Redwood Rd. The main parking area will be behind the building to the north, wrapping around the side of the building, partially bordering Redwood Rd and 11010 S. There will be an internal garage on the east side of the first floor with seven (7) spaces. A driveway connects the garage to the main parking lot to the north.

Auto access will be through two main routes. The first is a private drive to the east of the parcel that connects to 11010 S. and the parking lots of Meridian Engineering and Falcon Plaza. There will be three entry/egress points to the parking lot along this drive. The second is an access point to the north which connects to the Falcon Plaza lot and acts as a Redwood Rd. entry/egress site. The sidewalk along Redwood Rd. will maintain the same layout and the developer will add a sidewalk along the south side of the parcel, connecting the Redwood Rd. sidewalk to the pre-existing 11010 S. sidewalk along the Meridian Engineering parcel.

The building is two stories. The veneer of the building will be a mix of metal (including a wood-like metal for the rain screen), stone, and glass. The building's colors are a mix of chestnut, white, dark gray, and black, in addition to large amounts of glass, particularly on the second story. The height of the building is 34', one foot under the limit for the zone (35'). The building received a positive recommendation from the Architectural Review Committee (ARC).

Landscaping will be a variety of trees, shrubs, groundcovers, and grasses. Rock mulch will be used around the buildings and parking lot islands. New street trees will be planted in the park strip along Redwood Rd. and 11010 S. The lawn in the park strip along Redwood Rd. will be maintained, while the park strip along 11010 S. will be covered in crushed rock as a base layer. The landscaping plans meet city landscaping requirements.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The business is classified as “professional services” per city code. The use is permitted in the C-C zone.
- No Impact Control Measures are required for a “professional services” type use in the City Code.
- The Architectural Review Committee reviewed the proposed building on August 25, 2021. The project received a positive recommendation with no additional concerns.
- The project meets the Planning and Zoning (Title 17) and the Subdivision and Development (Title 16) Code requirements.

Conclusion:

- The proposed project will meet the requirements of the Subdivision and Development (Title 16) and the Planning and Zoning (Title 17) Codes and thus it 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.

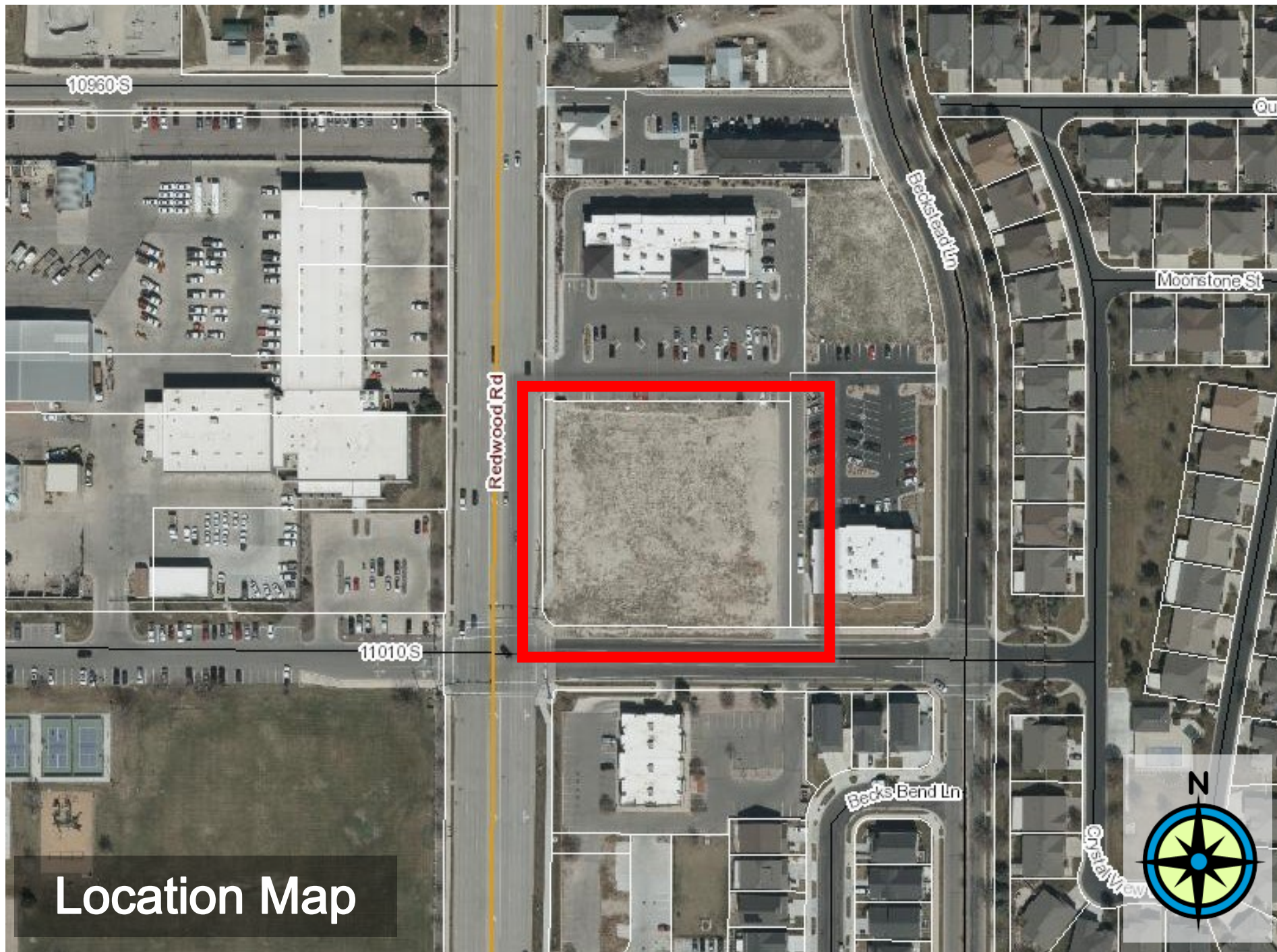
ALTERNATIVES:

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

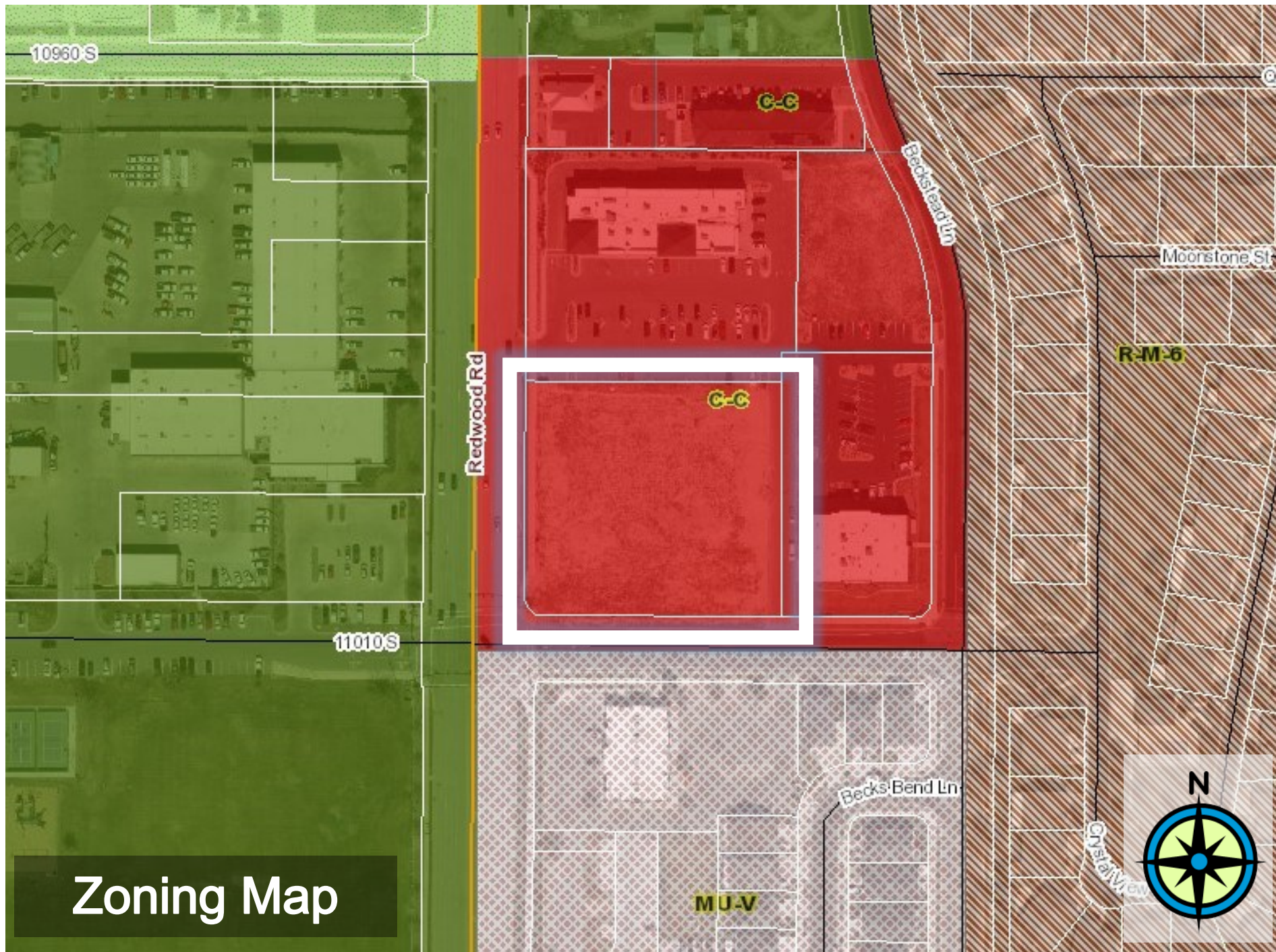
SUPPORT MATERIALS:

- Aerial Map
- Zoning Map
- Site Plan
- Grading and Drainage Plan
- Landscape Plan
- Building Elevations

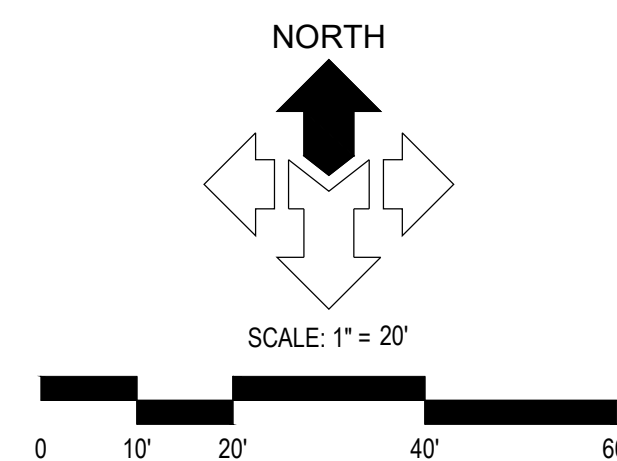
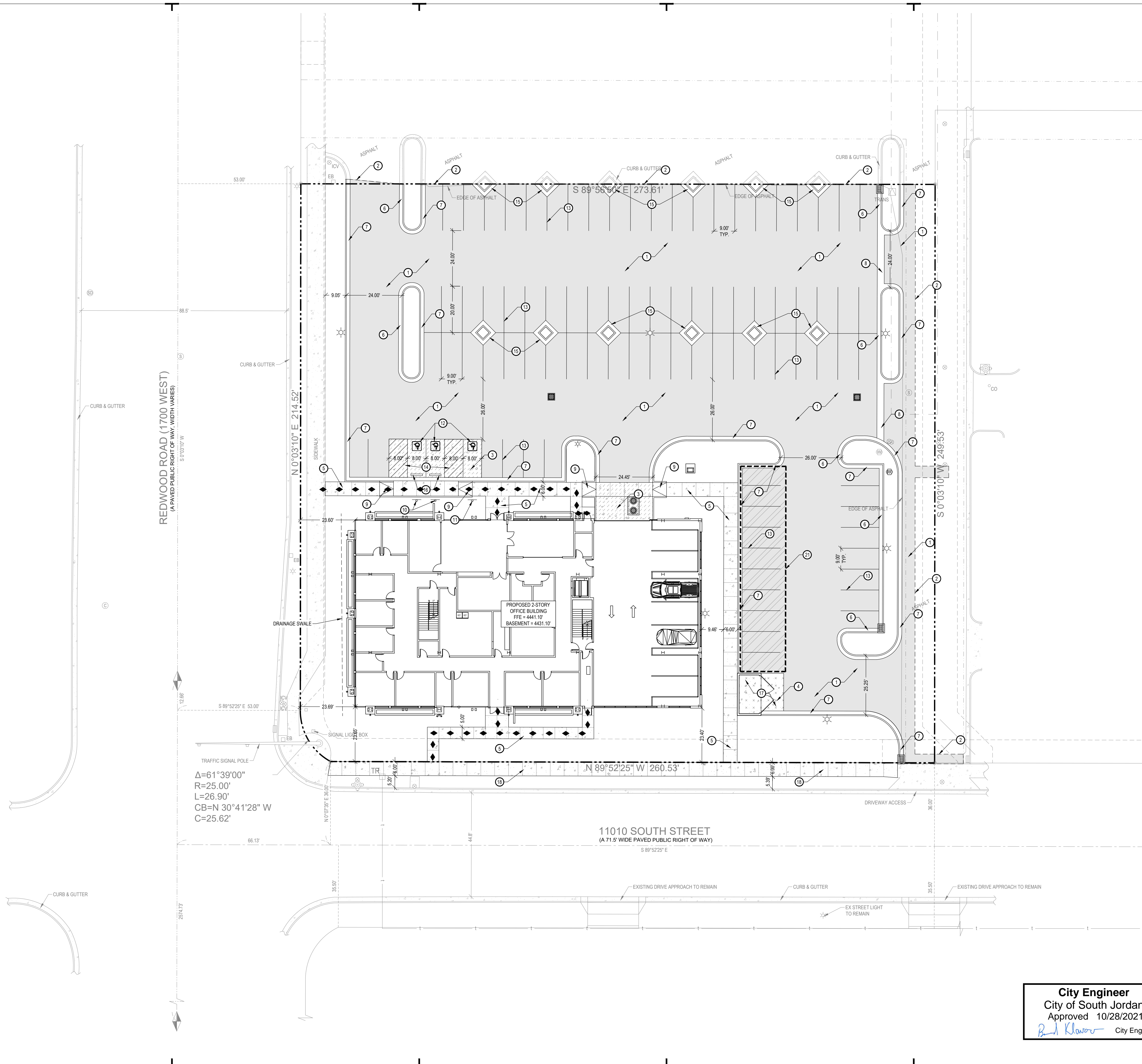
Ian Harris
Planner I
Planning Department



Location Map



Zoning Map



DESCRIPTION	AREA	%
HARDSCAPE	36,927 SQFT	54%
LANDSCAPE	19,074 SQFT	28%
BUILDINGS	12,141 SQFT	18%
TOTAL	68,142 SQFT	100%

GENERAL NOTES:

ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

SEE ARCHITECTURAL 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.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS CURB AND AS SHOWN ON THE CONSTRUCTION DRAWINGS.

- 1  STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D', SHEET C5.01.
- 2 SAWCUT EXISTING ASPHALT.
- 3  STANDARD DUTY CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
- 4  HEAVY DUTY CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
- 5  CONCRETE SIDEWALK, PER APWA PLAN NO. 231.
- 6 24" CONCRETE CURB AND GUTTER. SEE DETAIL 'DZ', SHEET C5.01.
- 7 24" CONCRETE RELETTE CURB AND GUTTER. SEE DETAIL 'D3', SHEET C5.01.
- 8 36" WIDE CONCRETE WATERWAY. SEE DETAIL 'D4', SHEET C5.01.
- 9 ADA RAMP WITH DETECTABLE WARNING SURFACE. SEE APWA PLAN NO. 236.3, FOR RAMP DETAIL AND RAMP PLAN NO. 238 FOR DETECTABLE WARNING SURFACE DETAIL.
- 10 ADA PARKING SIGN. SEE DETAIL 'C3', SHEET C5.01.
- 11 VAN ACCESSIBLE ADA PARKING SIGN. SEE DETAIL 'C3', SHEET C5.01.
- 12 PAINTED ADA SYMBOL. SEE DETAIL 'CZ', SHEET C5.01.
- 13 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
- 14 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
- 15 5' X 5' CONCRETE LANDSCAPE ISLAND. MATCH EXISTING ISLANDS TO NORTH.
- 16 CONCRETE WHEEL STOP. SEE DETAIL 'D5', SHEET C5.01.
- 17 DUMPER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
- 18 NEW 6" CONCRETE SIDEWALK PER SOUTH JORDAN CITY STANDARDS AND SPECIFICATIONS. 5" THICK CONCRETE OVER 6" THICK ROAD BASE.
- 19 PROPOSED TRANSFORMER LOCATION. SEE ELECTRICAL PLANS FOR DETAILS.
- 20 NEW SOUTH JORDAN CATEGORY 3 STREETLIGHT. PER SOUTH JORDAN CITY STANDARD DRAWING NO. TSG 007220; SHEET C5.01.
- 21 NEW CARPORT. SEE ARCHITECTURAL PLANS FOR DETAILS.

◆ ◆ ◆ ACCESSIBLE ROUTE WITH MINIMUM 1:48 CROSS-SLOPE AND MINIMUM 1:20 RUNNING-SLOPE.

PARKING SUMMARY	
OFFICE AREA:	19,117 SF
PARKING REQUIRED AT 1 STALL / 300 SF	
TOTAL PARKING REQUIRED:	64 STALLS

SURFACE PARKING PROVIDED:	93 STALLS
PARKING GARAGE PARKING PROVIDED:	7 STALLS
TOTAL PARKING PROVIDED:	100 STALLS

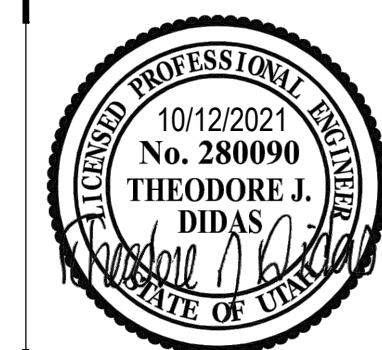
City Engineer
City of South Jordan
Approved 10/28/2021
Paul Klawns City Engineer



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™
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



SWAPP OFFICE BUILDING

1662 WEST 11010 SOUTH
SOUTH JORDAN, UTAH 84095
LOCATED IN THE SE 1/4 OF SEC 15, T 3 S, R 1 W, S.L.B. & M.

[illegible]

PROJECT NO: 21157

DRAWN BY: DSM

CHECKED BY: TJD

DATE: 10/12/2021

[illegible]

CIVIL

SITE PLAN

100

C1.01

1

Morrel Engineering

8610 S. Sandy Pkwy, Sandy, UT

STORM RUNOFF

CALCULATION

SHEET

Project No.

21157

Title:

SWAPP OFFICE BUILDING

Scope:

Site Drainage Design

Detention Facilities

Engineer:

DSM

Check:

TJD

Authority:

DSM

Rev. No.:

1

Design Philosophy:

The storm water runoff from the project will be stored off-site at an existing detention basin.

Area Identification

(A)

Runoff Coefficient

(C)

(C*A)

Paved

36,927 sf

(0.85 ac)

0.90

=

33,234 sf

Roof Area

12,141 sf

(0.28 ac)

0.85

=

10,320 sf

Landscaped

19,074 sf

(0.44 ac)

0.15

=

2,861 sf

Total

68,142 sf

(1.56 ac)

0.68 (ave)

=

46,415 sf

Allowable Discharge Rate = 0.20 cfs/ac

Allowable Peak Discharge = 0.31 cfs

Time (min)	Rate (in/hr)	Rainfall (inches)	Q in (cfs)	Add'l Q in (cfs)	Total Q in (cfs)	Q out (cfs)	Storage (cf)
5	6.48	0.54	6.96	0.00	6.96	0.31	1,995
10	4.93	0.821	5.29	0.00	5.29	0.31	2,368
15	4.08	1.02	4.38	0.00	4.38	0.31	3,664
30	2.74	1.37	2.94	0.00	2.94	0.31	4,736
60	1.70	1.70	1.83	0.00	1.83	0.31	5,449
120	0.92	1.84	0.99	0.00	0.99	0.31	4,864
180	0.62	1.87	0.67	0.00	0.67	0.31	3,854
360	0.33	2.00	0.36	0.00	0.36	0.31	978
720	0.20	2.34	0.21	0.00	0.21	0.21	0
1440	0.10	2.40	0.11	0.00	0.11	0.11	0

Storage Provided:

Volume (cu. ft.)

Total Subsurface Storage

0 cf

Total Surface Storage

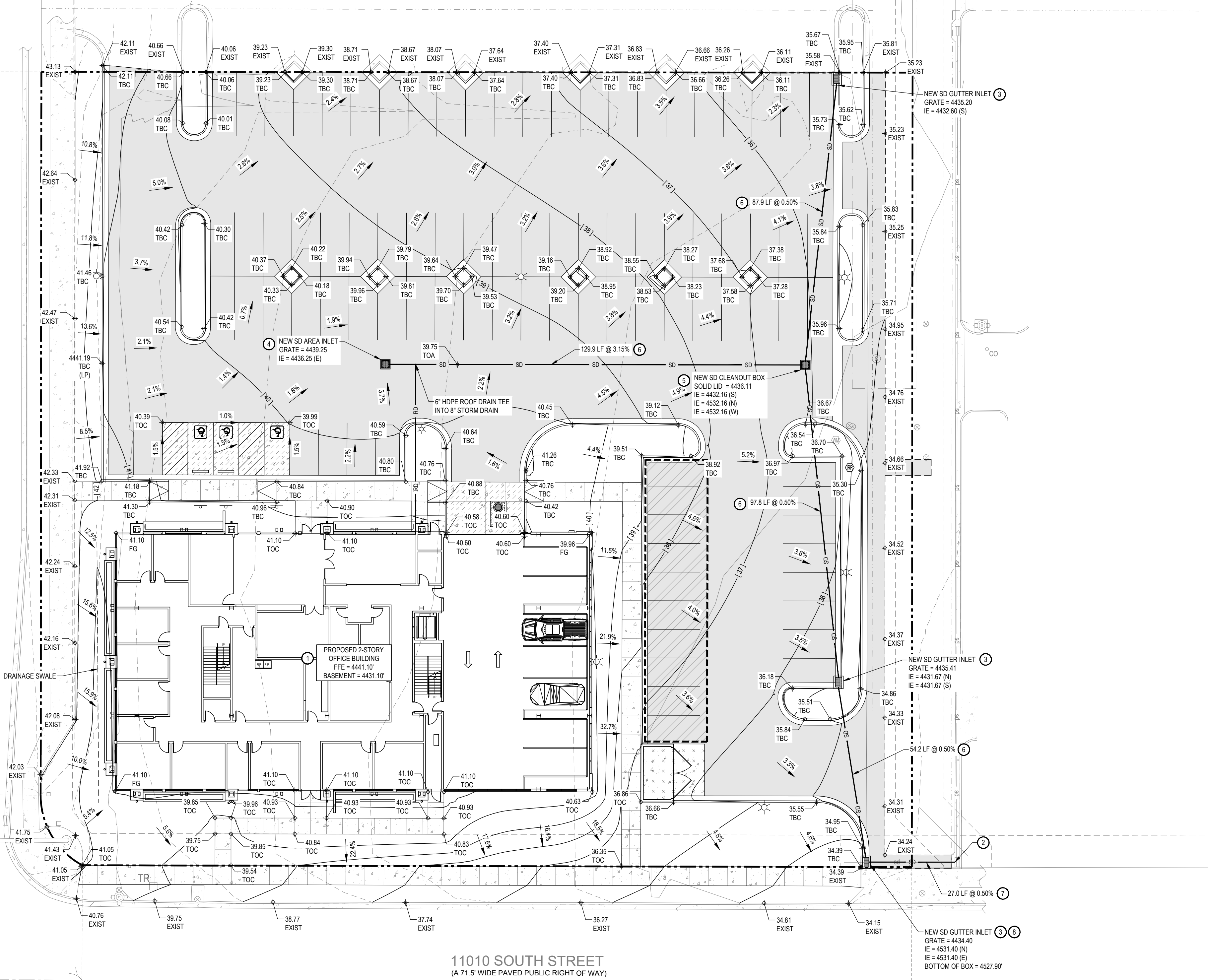
0 cf

Total Detention Provided:

0 cf

Total Detention Required:

5,449 cf



GENERAL NOTES:

SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT (IF AVAILABLE). THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER BUILDING FOUNDATION WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 1% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS & SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.

THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. SPECIFIC DETAILS SHOWN ON SHEET C2.10 SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.

EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTORS FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

ALL ELEVATIONS SHOWN AT TOP AND BOTTOM OF WALL(S), IF ANY, ARE ELEVATIONS AT FINISH GRADE, UNLESS OTHERWISE NOTED.

- KEYED NOTES:**
- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- GRADE SITE TO ELEVATIONS AND CONTOURS SHOWN ON PLAN.
 - CORE-CONNECT NEW STORM DRAIN LINE TO EXISTING STORM DRAIN STRUCTURE.
 - STORM DRAIN GUTTER INLET WITH HEAVY DUTY BICYCLE SAFE GRATE. SEE DETAIL 'A3', SHEET C5.01.
 - STORM DRAIN AREA INLET BOX WITH HEAVY DUTY BICYCLE SAFE GRATE. SEE DETAIL 'D6', SHEET C5.01.
 - STORM DRAIN CLEANOUT BOX. SEE DETAIL 'C4', SHEET C5.01.
 - 8" DIAMETER HOPE STORM DRAIN LINE. SEE APWA PLANS NO. 381 & 382 FOR TRENCHING DETAIL.
 - 12" DIAMETER HOPE STORM DRAIN LINE. SEE APWA PLANS NO. 381 & 382 FOR TRENCHING DETAIL.
 - INSTALL 15' SNOUT OVER 12" OUTLET PIPE.

COMMON GRADING ABBREVIATIONS:

SEE SHEET C0.01 FOR ADDITIONAL ABBREVIATIONS

- | | |
|---------------|--------------------------------|
| - BFE | BASEMENT FLOOR ELEVATION |
| - BW | FINISH GRADE AT BOTTOM OF WALL |
| - EX or EXIST | EXISTING |
| - EOA | EDGE OF ASPHALT |
| - EOC | EDGE OF CONCRETE |
| - FFE | FINISH FLOOR ELEVATION |
| - FG | FINISH GRADE |
| - FL | FLOW LINE |
| - GB | GRADE BREAK |
| - HP | HIGH POINT |
| - LP | LOW POINT |
| - NG | NATURAL GROUND |
| - SDCB | STORM DRAIN CATCH BASIN |
| - SDCO | STORM DRAIN CLEANOUT BOX |
| - SDOB | STORM DRAIN BASIN |
| - SDMH | STORM DRAIN MANHOLE |
| - TBC | TOP BACK OF CURB |
| - TOA | TOP OF ASPHALT |
| - TOC | TOP OF CONCRETE |
| - TOG | TOP OF GRATE |
| - TOW | TOP OF WALL |
| - TW | FINISH GRADE AT TOP OF WALL |
| - WW | WATERWAY |



NOTICE!

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SWAPP OFFICE BUILDING

**1662 WEST 11010 SOUTH
SOUTH JORDAN, UTAH 84095**
LOCATED IN THE SE 1/4 OF SEC 15, T 3 S, R 1 W, S.L.B. & M.

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO: 21157
DRAWN BY: DSM
CHECKED BY: TJD
DATE: 10/12/2021

**GRADING AND
DRAINAGE
PLAN**

C2.01

City Engineer
City of South Jordan
Approved 10/28/2021
Ben Klomov City Engineer



LANDSCAPE SCHEDULE

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	DETAIL	
EXISTING TREES						
	6	EXISTING DECIDUOUS TREE TO REMAIN				
DECIDUOUS TREES						
	16	COMMON HACKBERRY	CELTIS OCCIDENTALIS	2" CAL	D/L5.01	
	12	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIACANTHOS 'SHADEMASTER'	2" CAL.	D/L5.01	
	13	KLEHM'S IMPROVED BECHTEL CRAB	MALUS IOENSIS 'KLEHM'S IMPROVED BECHTEL'	2" CAL.	D/L5.01	
EVERGREEN TREES						
	2	WEeping BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'GLAUCOA PENDULA'	5' HT.	E/L5.01	
SHRUBS						
	32	PANCHITO MANZANITA	ARCTOSTAPHYLOS X COLORADENSIS 'PANCHITO'	5 GAL.	B/L5.01	
	19	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	5 GAL.	B/L5.01	
	12	MOONGLOW JUNIPER	JUNIPERUS SCOPULORUM 'MOONGLOW'	6' HT	B/L5.01	
	93	HIDCOTE BLUE ENGLISH LAVENDER	LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE'	5 GAL	B/L5.01	
	10	TALLHEDGE BUCKTHORN	RHAMNUS FRANGULA 'COLUMNARIS'	5 GAL.	B/L5.01	
ORNAMENTAL GRASSES						
	53	BLUE GRAMA GRASS	BOUTELOUA GRACILIS	5 GAL.	A/L5.01	
	276	OVERDAM FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'OVERDAM'	5 GAL.	A/L5.01	
GROUNDCOVERS						
	255 S.F.	LA VETA LACE GERANIUM	GERANIUM MAGNIFLORUM 'P013S'	1 GAL. @ 18" O.C.	B/L5.01	
SYMBOL						
LAWN						
	1,671 S.F.					
	668 S.F.	BIOMEADOW FINE FESCUE	INSTALL OVER MINIMUM 5" TOPSOIL LAYER.		BIOGRASS SOD FARMS (801) 819-9089 OR APPROVED EQUAL F/L5.01	
CRUSHED ROCK & BOULDERS						
	32	BOULDERS	BURY 1/3 THE DEPTH OF THE BOULDER INTO FINISH GRADE. DO NOT USE BOULDERS THAT ARE LESS THAN 24" DIAMETER. BOULDER SHALL BE WASHED AND FREE OF DIRT AND OTHER FOREIGN DEBRIS	2'-4'	F/L5.01	
	12,474 S.F.	"COPPER CANYON" CRUSHED ROCK	INSTALLED A MINIMUM 3" DEEP. INSTALL OVER DEWITTS 4.1 WEED BARRIER FABRIC. CRUSHED ROCK SHALL BE FREE OF DIRT & OTHER FOREIGN DEBRIS.	1-1/2" DIAMETER	STAKER & PARSON COMPANIES (801) 819-9089 OR APPROVED EQUAL G/L5.01	
	256 S.F.	"WEBER RIVER ROCK" COBBLE	INSTALLED A MINIMUM 5" DEEP. INSTALL OVER DEWITTS 4.1 WEED BARRIER FABRIC. CRUSHED ROCK SHALL BE FREE OF DIRT & OTHER FOREIGN DEBRIS.	3/4" - 8"	STAKER & PARSON COMPANIES (801) 819-9089 OR APPROVED EQUAL H/L5.01	
SYMBOL	QTY.	DESCRIPTION	INSTRUCTIONS	SIZE	SOURCE	DETAIL

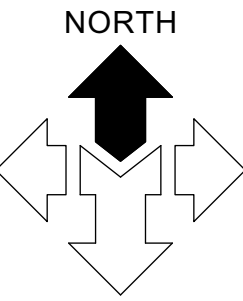
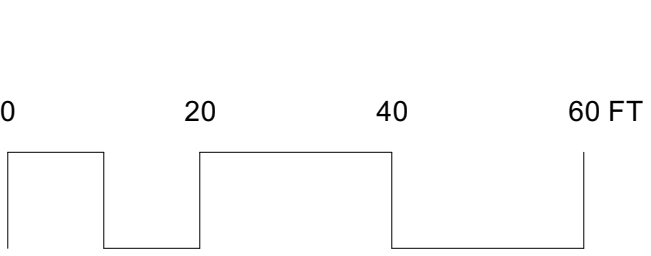
REFERENCE NOTES

1. METAL EDGING
DETAIL I/L5.01

GENERAL NOTE

1. REFER TO L0.01 FOR NOTES & SPECIFICATIONS

South Jordan City
Planning Division
Reviewed for Code Compliance
Date: 10/29/2021 By: *P. Harris*

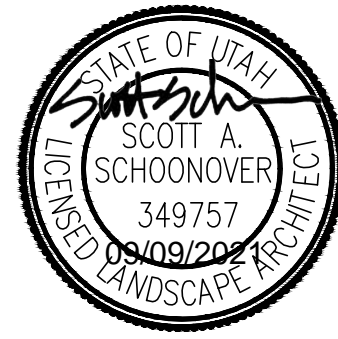


AVOID CUTTING UNDERGROUND UTILITIES. IT'S COSTLY.

Call
BEFORE YOU
DIG
1-800-662-4111

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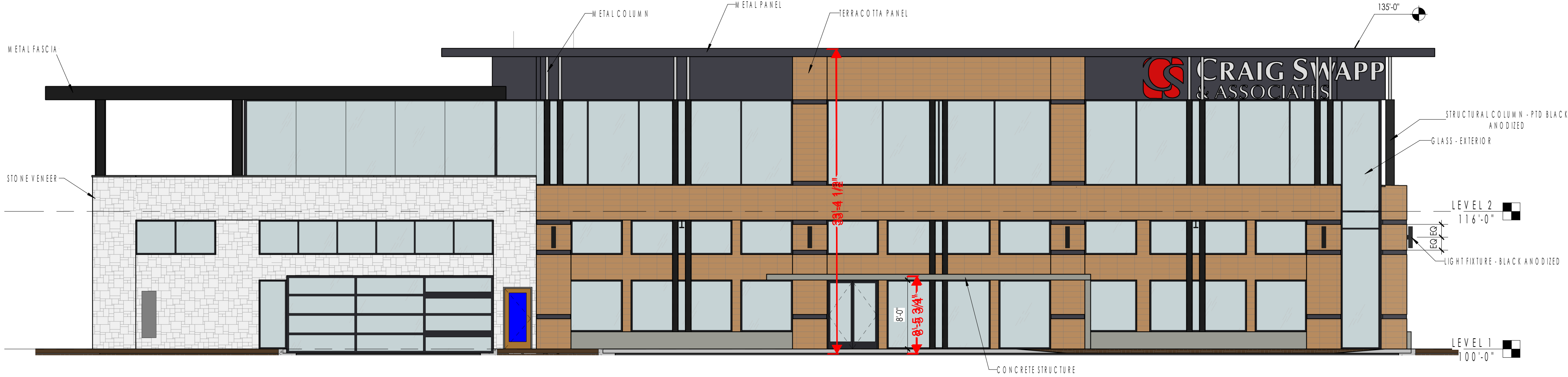
REVISIONS	
REV	DESCRIPTION

PROJECT NO: 21157
DRAWN BY: TG
CHECKED BY: SS
DATE: JULY 2021
PROPERTY NO:

LANDSCAPE
PLANTING
PLAN

7/20/2021 1:34:44 PM

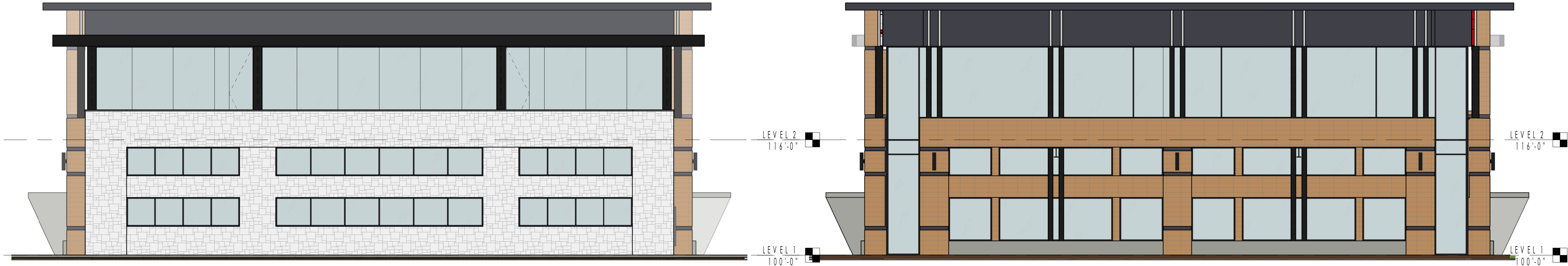
Autodesk Docs\South Jordan Shapp Office Building\South Jordan Shapp Office Building.rvt



1 FRONT
A120 1/8" = 1'-0"



2 BACK
A101 1/8" = 1'-0"



3 LEFT
A120 1/8" = 1'-0"

4 RIGHT
A120 1/8" = 1'-0"

GENERAL NOTES - ELEVATIONS

- ALL GLAZING WITHIN 18" (VERTICALLY) OF WALKING SURFACE AND ADJACENT TO OPENINGS IS TO BE TEMPERED SAFETY GLAZING.
- STOREFRONT GLASS PANELES TO BE 5" MAXIMUM IN WIDTH AND MAXIMUM 7" IN HEIGHT. STOREFRONT GRID SIZES TO BE DESIGNED AS SUCH.
- PROVIDE SEALANT AT ALL JOINTS WHERE DIFFERENT MATERIALS MEET. SEAL BY MANUF. WARRANTY AND REQ'S.
- ALL EXTERIOR WALL LIGHTING TO BE MOUNTED AT 7'-0" TO BOTTOM OF FIXTURE UNO.
- PROVIDE J-BOLTS TO ALL TENANT SIGNAGE LOCATIONS. J-BOLTS ARE INTERIOR OF BUILDING. AVOID J-BOLT LOCATIONS ABOVE ROOF LINE. IF J-BOLT IS INSTALLED IN KICKER, AN ACCESS PANEL IS TO BE PROVIDED.
- ALL STEEL CANOPIES TO BE FACTORY PRIME AND PAINTED ON SITE.
- ALL EXPOSED CONCRETE (INCL. FOUNDATION WALLS) TO BE GROUND SMOOTH WITH AN ARCHITECTURAL FINISH.

EXTERIOR MATERIALS

	NAME	MANUF.	MODEL	DESCRIPTION	%
	GLASS - EXTERIOR	TBD			46.7%
	GLASS - SPANDREL EXTERIOR	TBD			2.7%
	METAL PANEL				16.7%
	STONE VENEER	TBD			10.2%
	TERRACOTTA PANEL				23.7%
					100.0%

KEYNOTES

#	DESCRIPTION
---	-------------

DATE

REVISION DESCRIPTION

#

SOUTH JORDAN OFFICE
ELEVATIONS
1662 W 11010 S
SOUTH JORDAN, UT 84095

South Jordan City
Planning Division
Reviewed for Code Compliance
Date: 08/17/2021 By: Harris

PROJECT #: 2104.04
SCALE: As Indicated
DATE: 02/15/21

A 200

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11/9/21

Application: HIDDEN VILLAGE SUBDIVISION AMENDMENT

Address: 1245 W Maybe Lane

File No: PLPLA202100239

Applicant: South Jordan City

Submitted By: David Mann, Planner II
Shane Greenwood, Supervising Senior Engineer

Staff Recommendation (Motion Ready):

Approve file no. PLPLA202100239 to dedicate the private roads in Hidden Village to South Jordan City, as presented to the Planning Commission.

ACREAGE:	2.93 acres
CURRENT ZONE:	M-U HISTORIC
CURRENT USE:	Residential
FUTURE LAND USE PLAN:	Historic

STANDARDS FOR SUBDIVISION REVIEW

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 & ANALYSIS:

The City coordinated with the Hidden Village HOA and entered into an agreement to change the roads in the Hidden Village Subdivision from private to public. The amended plat includes the entire right of way, including sidewalks and streetlights, and any deficiencies should be added to the City's maintenance list. A future mill and overlay of the streets is planned to be funded and executed in the next few years. Snow plowing will likely start once the plat is approved and recorded. Signage within the subdivision will be brought into compliance with city standards. All the existing storm water basins will continue to be maintained by the HOA.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- South Jordan City will take ownership of the ROW in the Hidden Village Subdivision with the approval and recording of this amended plat.

Conclusions:

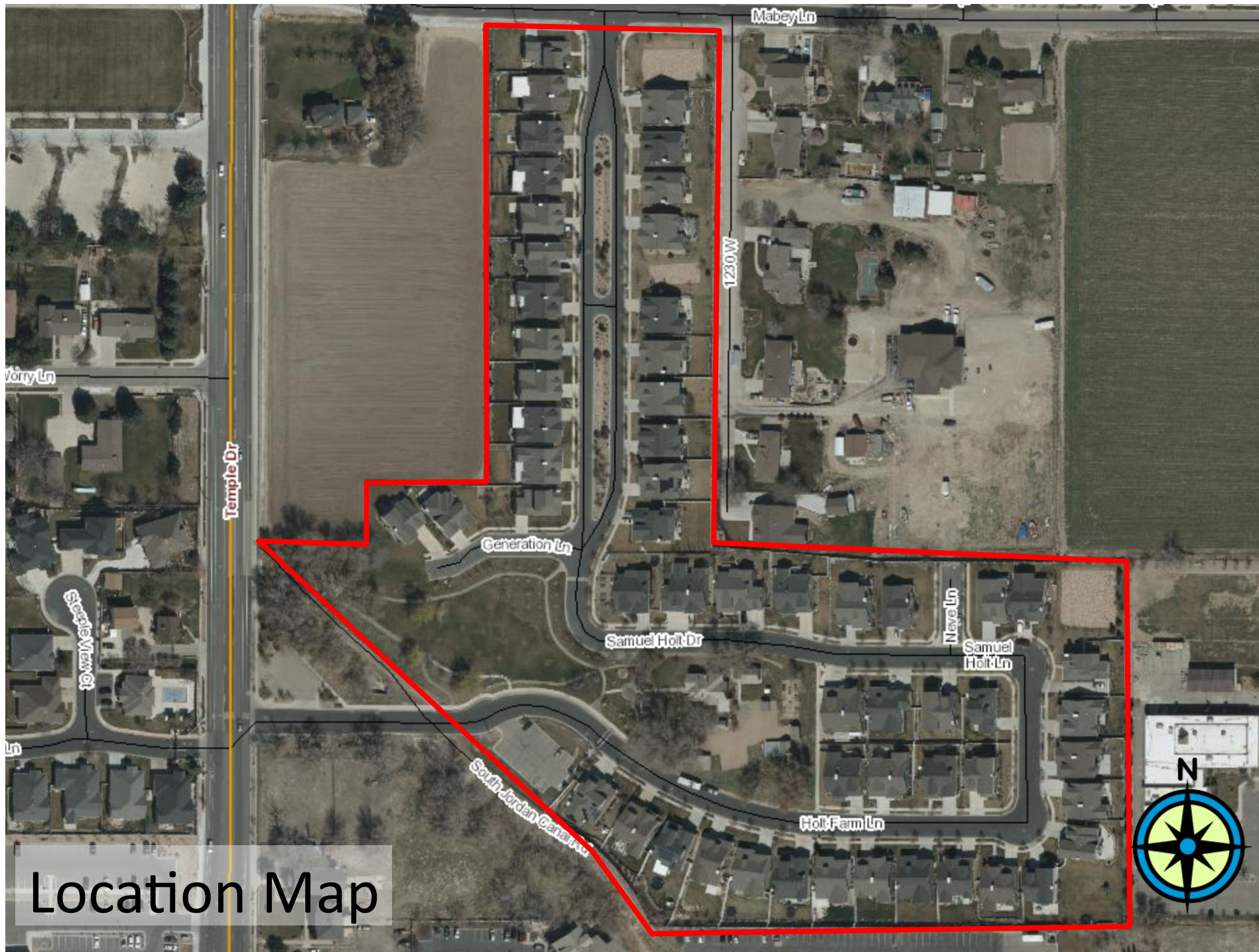
- Based on the application materials and the findings listed above, the proposal is consistent with the City's General Plan and with the purposes and objectives of the pertinent requirements of the City's Planning and Zoning Code (specifically Chapters 16.10 and 17.74).

ALTERNATIVES:

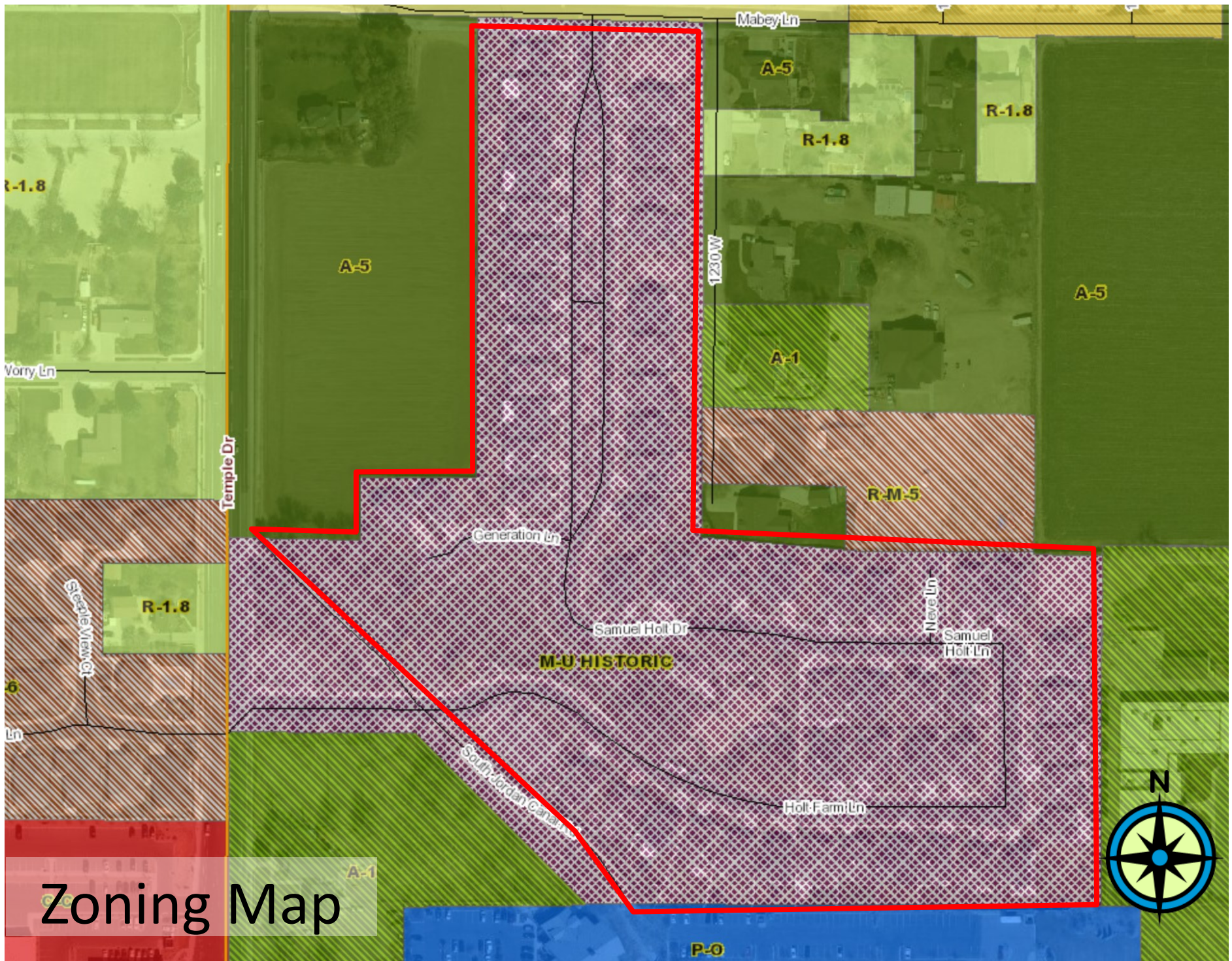
- Recommend denial of the application.
- Propose modification(s) to the application.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- Location Map
- Zoning Map
- Subdivision Plat



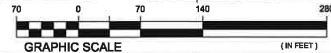
Location Map



Zoning Map

LOCATED IN THE NORTHWEST 1/4 OF SECTION 14 & SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

LOCATED IN THE NORTHWEST 1/4 OF SECTION 14 & SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH



Line Table		
	Length	Bearing
L1	44.32	N00° 02' 10"E
L2	96.03	S88° 36' 35"E
L3	42.06	S00° 02' 10"W
L4	18.24	S00° 02' 10"W
L5	20.63	S76° 14' 32"E
L6	48.00	N89° 44' 49"E
L7	15.41	S86° 57' 55"E
L8	7.00	N38° 30' 37"E
L8	32.07	N11° 29' 42"E
L10	8.03	N00° 02' 10"E
L11	5.80	N00° 02' 10"E
L12	20.63	N76° 14' 32"W
L13	2.50	N00° 02' 10"E
L14	18.24	N00° 01' 19"E
L15	38.00	S00° 02' 10"W
L16	193.11	S00° 02' 10"W
L17	193.11	S00° 02' 10"E
L18	259.05	S00° 02' 10"W
L19	190.57	N00° 02' 10"E

Curve Data					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	48.86	86.00	42°31'31"	47.87	N88°45'39"E
C2	51.97	70.00	42°32'08"	50.78	N86°45'02"E
C3	23.70	17.00	86°59'32"	24.04	N45°58'05"E
C4	40.91	158.00	1°46'00"3	40.79	N07°27'14"E
C5	36.78	142.00	1°46'00"0	36.86	N07°27'13"E
C6	23.40	19.00	86°59'33"	23.59	N44°17'22"E
C7	30.29	16.00	81°15'48"	27.18	S45°42'38"W
C8	36.77	142.00	1°46'00"4	36.86	S07°22'51"E
C9	40.91	158.00	1°46'00"8	40.80	S07°22'54"E
C10	107.81	206.00	2°59'44"8	108.56	S14°56'36"W
C11	74.13	142.00	2°59'44"5	73.30	S14°56'34"W
C12	28.70	17.00	86°59'32"	24.04	S44°57'50"E
C13	62.51	281.00	1°34'42"2	62.38	S83°08'12"E
C14	57.84	238.00	1°34'43"7	57.10	S83°08'12"E
C15	18.85	12.00	86°59'46"	18.97	N45°02'10"E
C16	18.85	12.00	86°59'46"	18.97	S45°07'50"E
C17	16.14	32.00	86°58'35"	15.97	N73°35'10"E
C18	123.62	48.00	147°48'05"	82.24	S44°57'00"E
C19	18.18	32.00	28°57'08"	16.91	S14°28'41"W
C20	16.17	32.00	28°57'18"	16.00	S14°28'28"E
C21	123.63	48.00	147°56'02"	82.27	S45°01'16"W
C22	16.17	32.00	28°57'18"	16.00	N22°29'11"W
C23	362.62	640.00	3°28'29"	355.84	N70°43'37"E
C24	28.40	532.00	3°11'18"	28.60	N49°53'48"E
C25	80.08	97.00	47°17'30"	77.81	N71°56'54"W
C26	110.18	129.00	48°59'35"	108.84	S72°45'49"E
C27	323.48	500.00	3°34'04"	317.87	S86°50'08"E
C28	40.00	492.00	4°40'05"	40.08	S87°37'47"E
C29	28.72	17.00	90°02'44"	24.05	N45°01'11"E
C30	28.86	17.00	86°56'40"	24.03	N44°58'48"W
C31	54.75	287.00	1°05'55"0	54.87	N80°29'54"W
C32	12.84	281.50	2°34'23"	12.84	N77°31'45"W
C33	52.32	218.50	1°34'15"	52.20	N83°08'11"W
C34	89.54	57.50	89°59'58"	80.61	N44°57'50"W
C35	24.08	182.00	7°34'48"	24.05	N43°49'33"E
C36	42.57	255.00	7°37'34"	37.61	N10°10'27"W
C37	21.28	10.00	40°32'28"	20.82	S86°45'43"E
C38	72.27	102.00	40°35'48"	70.77	S86°43'23"W
C39	31.42	10.00	17°59'58"	20.00	S86°57'50"E
C40	31.42	10.00	17°59'58"	20.00	S86°57'50"W
C41	8.22	3.00	157°02'38"	5.88	N78°24'37"E
C42	71.58	177.50	2°30'25"	71.10	N11°38'23"E
C43	31.42	10.00	17°59'58"	20.00	N86°57'50"E

NW NE
EXISTING SECTION CORNER (FOUND)

- SW V SE
- SECTION LINE
- EXISTING LOT LINE
- EXISTING SUBDIVISION LINE
- ROAD BOUNDARY LINE
- ROAD RIGHT-OF-WAY

I, BRAD KLABAND, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 173076-2201, AS PLACED 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 HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO AN AMENDED LOT AND A STREET, HERE AFTER KNOWN AS HIDDEN VILLAGE ROAD DEDICATION, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON IS INTENDED FOR PUBLIC USE.

DATE: _____ BRAD KLAVANO, PROFESSIONAL LAND SURVEYOR

[illegible]

KNOWN ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED, HEREAFTER KNOW AS THE

HIDDEN VILLAGE ROAD DEDICATION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THE PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST AN EASEMENTS OR OTHER ENCUMBRANCES ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET.

IN WITNESS WHEREOF I/WE HAVE HERETO SET OUR HAND(S) THIS _____ DAY OF _____ A.D. 20____

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THE _____ DAY OF _____, A.D., 20____ PERSONALLY APPEARED BEFORE ME

THE SIGNER OF THE FOREGOING INSTRUMENT, WHO

DULY ACKNOWLEDGED TO ME THAT HE/SHE IS A _____, OF THE HIDDEN VILLAGE HOME OWNERS ASSOCIATION, A CORPORATION, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE/SHE EXECUTED IT IN SUCH CAPACITY.

MY COMMISSION EXPIRES: _____

column

LOCATED IN THE NORTHWEST 1/4 OF SECTION 14 & SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 3 SOUTH
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

---	RECORDED #
-----	------------

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED

AT THE REQUEST OF

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

SALT LAKE COUNTY RECORDER



1800 West Towne Center Dr. / South Jordan, UT 84095
Telephone: (801) 254-3742 / Fax: (801) 253-5235

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11/9/21

Application: SHIELDS LANE PRELIMINARY SUBDIVISION

Address: 9786 S Redwood Road

File No: PLPP202100130

Applicant: Nathan Abbott

Submitted By: David Mann, Planner II
Shane Greenwood, Supervising Senior Engineer

Staff Recommendation (Motion Ready):

Approve file no. PLPP202100130 to create a 2-lot commercial subdivision, located at 9786 S Redwood Road, as presented to the Planning Commission.

ACREAGE:	4.06 acres
CURRENT ZONE:	C-N
CURRENT USE:	Residential/Vacant
FUTURE LAND USE PLAN:	Economic Center

STANDARDS FOR SUBDIVISION REVIEW

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 & ANALYSIS:

The Applicant submitted a complete application seeking approval to create a 2-lot commercial subdivision from the existing 5 parcels. The existing structures and trees will be removed and a gas station/convenience store will be developed on lot 1. All code requirements shall be met.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The proposed subdivision will meet the requirements of the C-N Zone.

Conclusions:

- Based on the application materials and the findings listed above, the proposal is consistent with the City's General Plan and with the purposes and objectives of the pertinent requirements of the City's Planning and Zoning Code (specifically Chapters 16.10 and 17.60).

ALTERNATIVES:

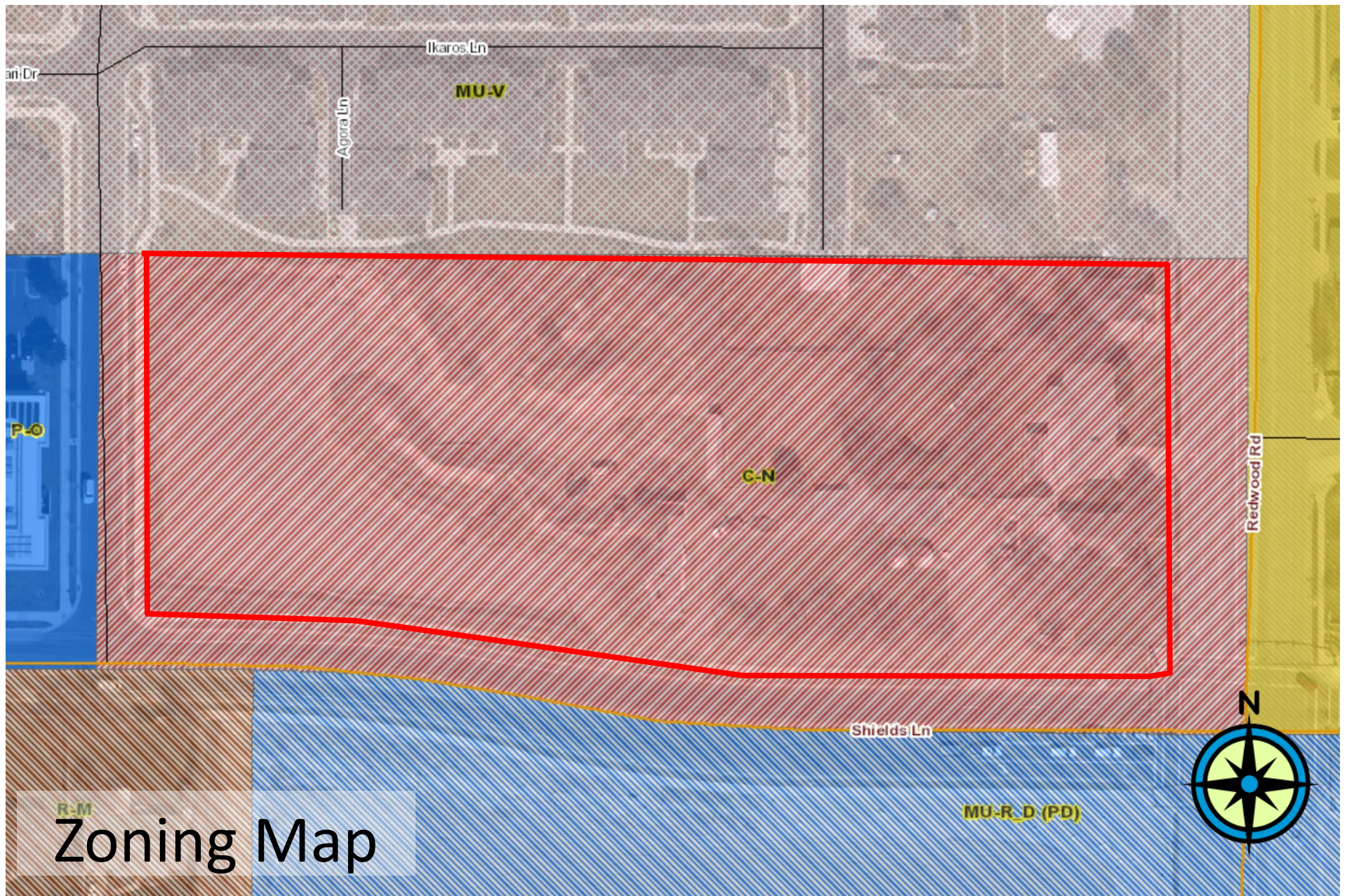
- Recommend denial of the application.
- Propose modification(s) to the application.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- Location Map
- Zoning Map
- Subdivision Plat



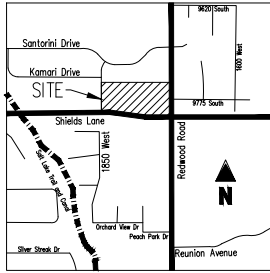
Location Map



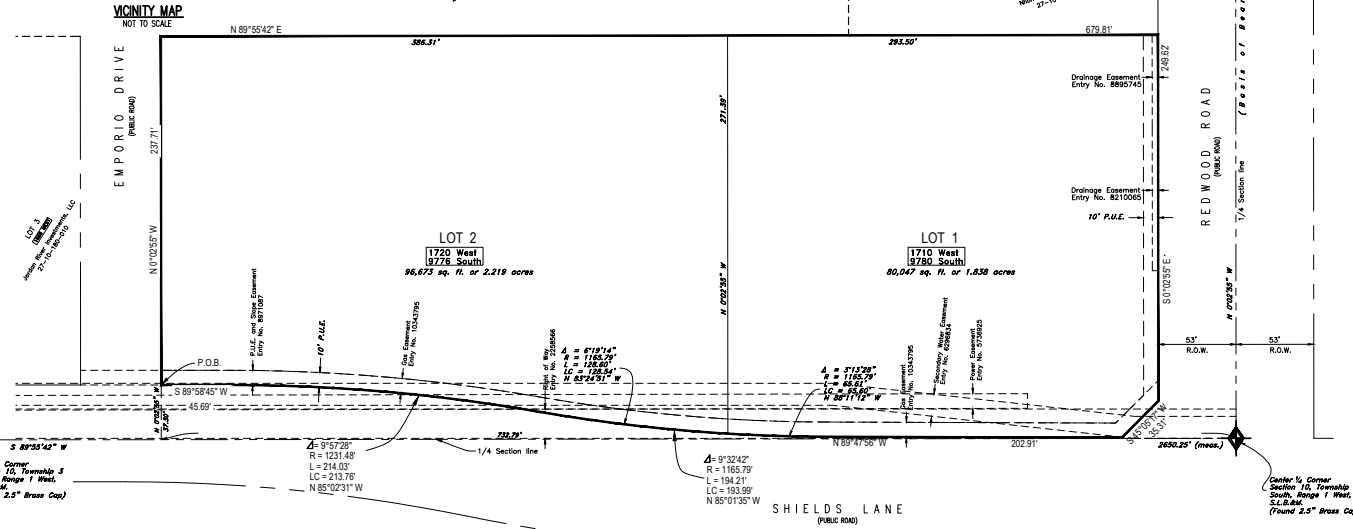
Zoning Map

SHIELDS LANE SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 10,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH



MCINITY MAP
NOT TO SCALE



SURVEYOR'S CERTIFICATE

I, Jason R. Allen, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 599294 in accordance with Title 48, Chapter 22, of Utah State Code. I further certify by authority of the certificate, that I have completed a survey of the property described in this plat in accordance with Section 17-23-17, of said Code and have subdivided said tract of land into lots, blocks, shares, and easements, hereafter to be known as SHIELDS LANE SUBDIVISION and the same have or will be correctly surveyed, stated, and monumented on the ground as shown on this plat, and that this plat is true and correct.

Date of Plat: JULY 2, 2021
Signature: [Signature]
Registration No.: 599294
Gallaway
515 South 700 East, Suite 3F
Salt Lake City, UT 84102
(801) 953-1357

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE WEST HALF OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SHIELDS LANE WHICH IS 120.78 FEET SOUTH 89°54'24\"

OWNER'S CONSENT TO RECORD

KO STORE DEVI, L.L.C., A UTAH LIMITED LIABILITY COMPANY, THE OWNERS OF THE DESCRIBED TRACT OF LAND TO BE HEREINAFTER KNOWN AS:

SHIELDS LANE SUBDIVISION

HEREBY CONSENTS AND GIVES APPROPRIATELY TO THE RECORDING OF THIS PLAT FOR ALL PURPOSES SHOWN HEREIN. THERE ARE NO STREETS, EASEMENTS OR OTHER PROPERTY REFLECTED ON THIS PLAT TO BE DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20__.

BY: _____
PRINT NAME: _____
TITLE: _____
KO STORE DEVI, L.L.C.

NOTARY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE
ON THIS _____ DAY OF _____, IN THE YEAR 20__, BEFORE ME, _____, THE
A NOTARY PUBLIC, PERSONALLY APPEARED _____, THE
PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
IN THE FOREGOING CONSENT TO RECORD RESPECTING THE SHIELDS LANE SUBDIVISION AND THIS
SIGNED BY HIMSELF.
COMMISSION NUMBER _____
BY COMMISSION EXPIRES _____
PRINT NAME: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

SHIELDS LANE SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 10,
TOWNSHIP 3 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

PREPARED BY
Gallaway

515 South 700 East, Suite 3F
Salt Lake City, UT 84102
(801) 953-1357
GallawayCS.com

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET MONUMENT NO. 5: REBAR
- WITH ORANGE PLASTIC CAP: 1/2\"
- UNLESS OTHERWISE NOTED
- STREET MONUMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- SETBACK LINE

NARRATIVE

THE PURPOSE OF THIS SUBDIVISION IS TO COMBINE FIVE PARCELS OF LAND INTO TWO LOT SUBDIVISION.
BASIS OF BEARINGS: TWO SALT LAKE COUNTY MONUMENTS WERE FOUND AT THE CENTER QUARTER CORNER AND NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. A LINE BEARING NORTH 9°02'17\"

General Plat Notes

- 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 within this plat and also with any conditions, covenants, and restrictions (CCRs) documents that may be recorded against the Property. Owners and potential purchasers of the Property must comply with all notes, easements, CCRs, 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, CCRs, or other documents recorded against the Property could result in financial loss or changes in expected property use.
- This subdivision is subject to the development agreement with the City of South Jordan dated November 27, 2019.
- 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 drilling of any specified situation will solve groundwater problems. 4. Any
- The Owner certifies that the report dated December 17, 2020, which was prepared by First American Title, was provided to Owner's surveyor and that the plat shows all easements and encumbrances related to said lot report.
- There will be a future correction to adjust property when developed.

EASEMENT APPROVAL

CENTURY LINK	DATE
ROCKY MOUNTAIN POWER	DATE
DOMINION ENERGY	DATE
COMCAST	DATE

SOUTH VALLEY SEWER DISTRICT APPROVAL

APPROVED AS TO SANITARY SEWER AND WATER DETAILS THIS _____, 20__.

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20__.

CITY ENGINEERING DIVISION

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE.

CITY PLANNING DIRECTOR

APPROVED THIS _____ DAY OF _____, 20__ BY THE SOUTH JORDAN CITY PLANNING COMMISSION.

CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____, 20__.

CITY APPROVAL

PRESENTED TO SOUTH JORDAN CITY THIS _____ DAY OF _____, 20__ AND IT IS HEREBY APPROVED.

SALT LAKE COUNTY RECORDER

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

NUMBER _____
ACCOUNT _____
SHEET _____
OF _____ SHEETS

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11/9/2021

Application: KUM & GO GAS STATION/CONVENIENCE STORE SITE PLAN AND CONDITIONAL USE PERMIT

Address: 9786 S Redwood Road

File No: PLSPR202100131

Applicant: Nathan Abbott

Submitted By: David Mann, Planner II
Shane Greenwood, Supervising Senior Engineer

Staff Recommendation (Motion Ready):

Approve file no. PLSPR202100131 for the construction of a gas station/convenience store located at approximately 9786 S Redwood Road as presented to the Planning Commission, with the following condition:

- That the project meet all the requirements of the recorded development agreement.
-

ACREAGE:	1.85 acres
CURRENT ZONE:	C-N
CURRENT USE:	Residential
FUTURE LAND USE PLAN:	Economic Center

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 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, 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.I:

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 permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection A of this section.

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.

BACKGROUND:

The subject property is part of the original master plan for Santorini Village and is designated for commercial use. The property was rezoned in 2016 to the C-N Zone with an accompanying development agreement. During the rezone process, the impact control measures were reviewed to determine if any additional requirements should be included in the development agreement. The proposed use of a gas station requires the approval of a Conditional Use Permit.

ANALYSIS:

Restricted access to the subject property will be from Redwood Road and Shields Lane. The site plan shows a future shared access to the property to the north to allow easier development in the future. A six foot tall masonry wall is shown along the northern property line as required by the development agreement. The western portion of the property will be cleared and graded. The underground tanks are located as close to the south east corner of the property as possible in accordance with the development agreement. The submitted plans will meet the requirements for landscaping and architecture in the C-N zone.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The C-N Zone permits gas station uses as a conditional use and require a conditional use permit.
- Staff reviewed the proposed use for potential detrimental effects and found none that would require mitigation.
- Based on the proposed use, the subject property will require 37 parking stalls. There are 42 parking stalls shown on the civil plans designated for the proposed use.
- Condition for approval shall be added that references the recorded development agreement associated with the subject property.

Conclusion:

- Based on the application materials submitted by Applicant, staff review of the Application, and the findings listed above, staff concludes that the proposal is consistent with the City's General Plan, the recorded development agreement and the pertinent sections of the City's Planning and Land Use Code (including Chapter 17.60).

ALTERNATIVES:

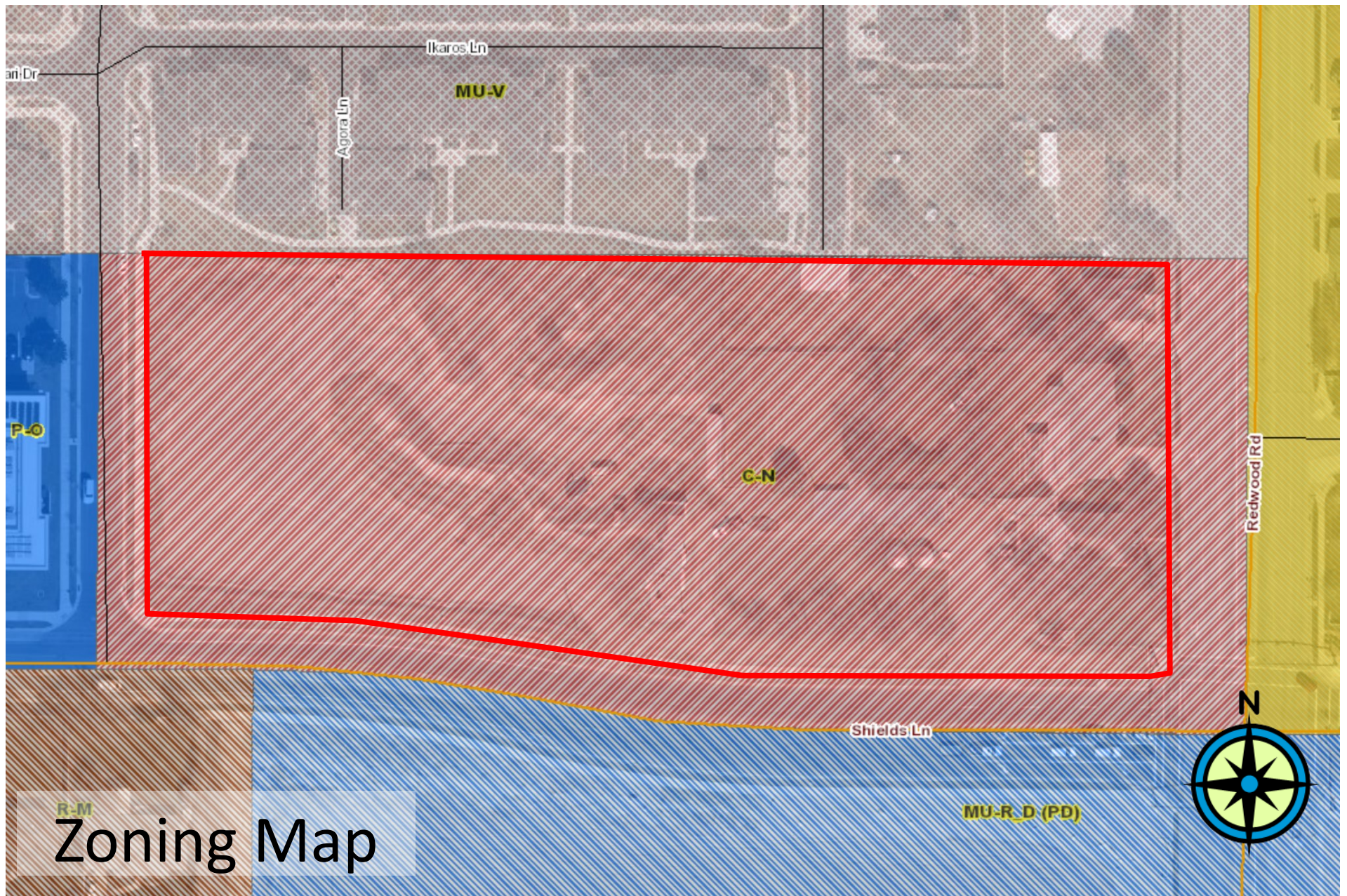
- Deny the application.
- Propose modification(s) to the application.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- Location Map
- Zoning Map
- Site Plan
- Landscape Plan
- Elevations



Location Map



Zoning Map

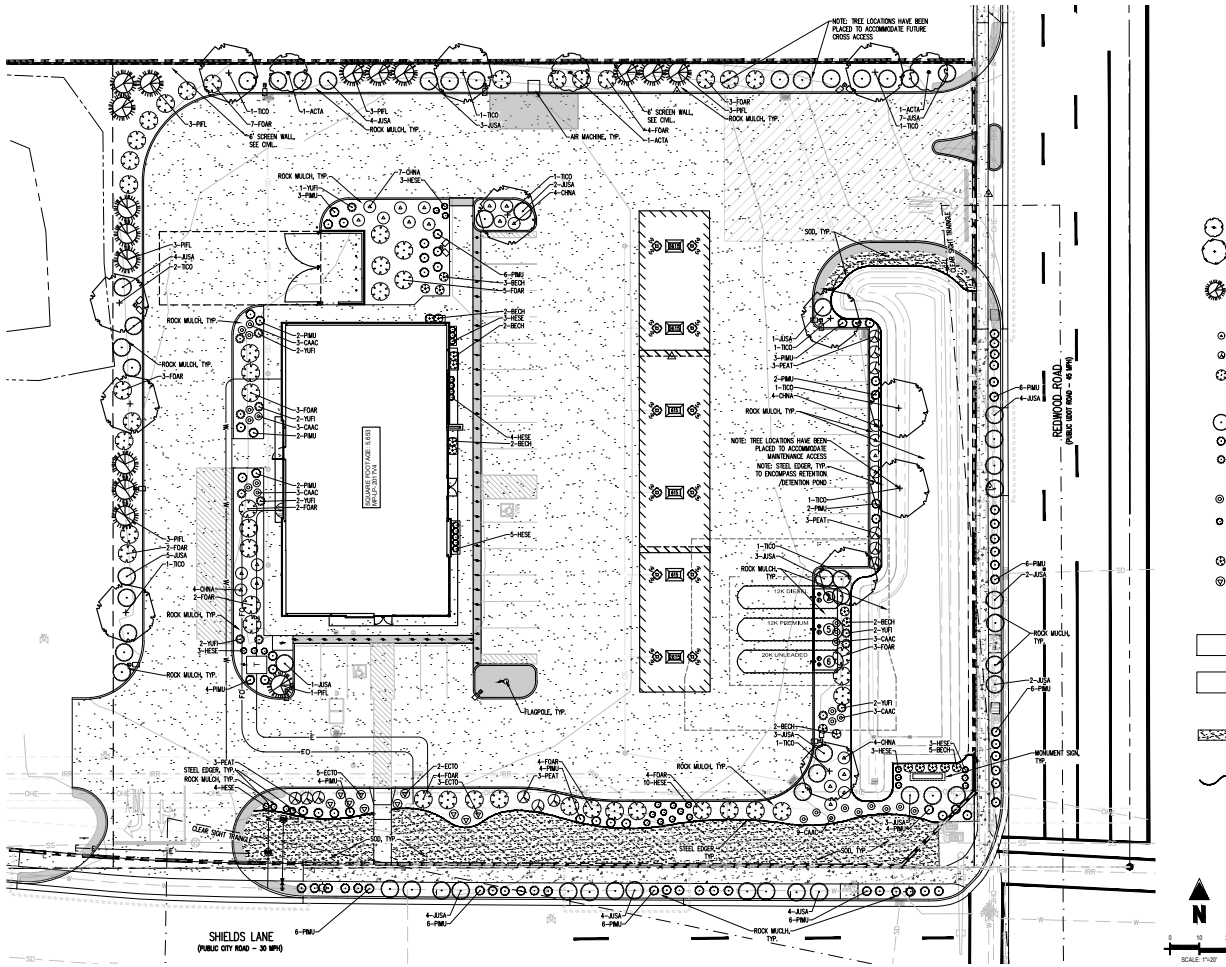
[illegible]

CAUTION – NOTICE TO CONTRACTOR

ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURVEY EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

Wherever you dig, **Call before you dig.**

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POSITIVE OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



MAINTENANCE NOTE
ALL MAINTENANCE TO BE PROVIDED BY THE OWNER.

CAUTION
UTILITIES EXIST WITHIN CONSTRUCTION LIMITS. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THEIR LOCATION PRIOR TO CONSTRUCTION.

PLANTING LEGEND

QTY	ABBREV	BOTANIC NAME	COMMON NAME
-----	--------	--------------	-------------

DECIDUOUS TREES			
10	ACTA	ACER TATARICUM 'PATTERN PERFECT'	PATTERN PERFECT MAPLE
12	TICO	TILIA CORDATA	LITTLELEAF LINDEN

EVERGREEN TREES			
16	PIFL	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	LIMBER PINE

DECIDUOUS SHRUBS			
24	CHNA	CHRYSOETHAMINUS NAUSEOSUS	RABBITBRUSH
12	PEAT	PEROVSKIA ATRIPICIFOLIA	RUSSIAN SAGE
28	FOAR	FORSYTHIA 'ARNOLD DWARF'	ARNOLD DWARF FORSYTHIA

EVERGREEN SHRUBS			
33	JUSA	JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER
80	PMUJ	PINUS MUGO V. PUMILO	MUGO PINE
13	YULF	YUCCA FILAMENTOSA 'GOLDEN SWORD'	GOLDEN SWORD YUCCA

ORNAMENTAL GRASSES			
24	CAAC	CALAMAGROSTIS ACUTIFLORA 'AVALANCHE'	VARIEGATED FEATHER REED GRASS
32	HESE	HELIOTRICHON SEMPERVIRENS	BLUE Avena

PERENNIALS			
18	BECH	BELAMCANDIA CHINENSIS	BLACKBERRY LILY
10	ECTO	ECHINACEA 'TOMATO SOUP'	TOMATO SOUP CONEFLOWER

MULCH			
20,289 SF	ROCK COBBLE MULCH	4"-6" ROCK COBBLE MULCH WITH WOOD MULCH RING AROUND ALL PLANT MATERIAL. SEE PLANTING NOTES & DETAILS.	
	WOOD MULCH RINGS AS NEEDED	DARK BROWN SHREDDED HARDWOOD MULCH	

SOD			
3,925 SF	FESCUE SOD	RTF (#9420M200 TALL FESCUE)	

EDGING			
475 LF	STEEL EDGING	BLACK STEEL EDGING, SEE LANDSCAPE NOTES.	

LANDSCAPE CALCULATIONS			
AREAS OF REQUIRED LANDSCAPING	FORMULA	TOTAL QUANTITY REQUIRED	TOTAL QUANTITY PROVIDED
REMOVED TO NEW REQUIREMENTS - PARK STRIP	WATER WISE LANDSCAPE MATERIAL AND TREES IN PUBLIC PARK STRIP	N/A	THAT IN PUBLIC PARK STRIP - TREES NOT PLANTED DUE TO EXISTING UTILITY CONFLICTS
SHIELDS LANE PARK STRIP REQUIREMENTS	WATER WISE LANDSCAPE MATERIAL AND TREES IN PARK STRIP	N/A	THAT IN PUBLIC PARK STRIP - TREES NOT PLANTED DUE TO EXISTING UTILITY CONFLICTS
BUFFER REQUIREMENTS	EAST - LANDSCAPE OF BUFFER NORTH - 1" LANDSCAPE BUFFER SOUTH - 2" LANDSCAPE BUFFER	EAST - 4,700 SF NORTH - 1,700 SF SOUTH - 3,940 SF	ALL BUFFERS HAVE REQUIRED LANDSCAPE
LANDSCAPE REQUIREMENTS	1 TREE PER 500 SF OF REQUIRED LANDSCAPE AREA - SEE EXISTING TREES AND SHRUBS IN PARKING AREA	EAST - 4,700 / 500 = 9 TREES NORTH - 1,700 / 500 = 3 TREES SOUTH - 3,940 / 500 = 8 TREES	EAST - 9 TREES WITH LANDSCAPE NORTH - 3 TREES WITH LANDSCAPE SOUTH - 8 TREES WITH LANDSCAPE
MAXIMUM TURF REQUIREMENT	MAXIMUM OF 20% TURF ALLOWED OF TOTAL LANDSCAPE AREA	LANDSCAPE AREA: 24,614 SF. 24,614 * .20 = 4,923 SF.	3,925 SF. (17%)

LANDSCAPE GUARANTEE AND MAINTENANCE

- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS, AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTION OF THE IRRIGATION SYSTEM WHICH OPERATES IMPROPERLY.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A NEAT, CLEAN, AND HEALTHY CONDITION FOR A PERIOD OF ONE YEAR. THIS SHALL INCLUDE PROPER PRUNING, MOVING AND AERATION OF LAWN, WEEDING, REPLACEMENT OF MULCH, REMOVAL OF LITTER, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. IRRIGATION SHALL BE MAINTAINED IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON AND TO MAINTAIN WATER CONSERVATION. IF SITE OPENS DURING WINTER, TO AVOID FREEZE DAMAGE ON PLANTINGS, THE SCHEDULING SHOULD BEGIN AT ACCEPTANCE OF THE WORK.
- DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR PONDING SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
- ALL LANDSCAPE IMPROVEMENTS AND MAINTENANCE LOCATED WITHIN LOT 1 AS SHOWN ON THIS PLAN SHALL BE THE RESPONSIBILITY OF OWNER, AND/OR THEIR ASSIGNS.
- ALL LANDSCAPING LOCATED BETWEEN THE PROPERTY LINE AND CURB ADJACENT TO LOT 1 WITHIN THE ROW WILL BE INSTALLED BY THE MASTER DEVELOPER AND MAINTAINED BY UTAH CROSSING METRO DISTRICT.

UTILITY NOTES

- THE LANDSCAPE CONTRACTOR IS REQUIRED TO CONTACT THE COUNTY PUBLIC WORKS DEPARTMENT, AND ANY OTHER PUBLIC OR PRIVATE AGENCY NECESSARY FOR UTILITY LOCATION PRIOR TO ANY CONSTRUCTION.
- THIS DRAWING IS A PART OF A COMPLETE SET OF BID DOCUMENTS, SPECIFICATIONS, ADDITIONAL DRAWINGS, AND EXHIBITS. UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE, AND REVIEWING ALL RELATED DOCUMENTS.
- THE LOCATION OF ALL UNDERGROUND UTILITIES ARE LOCATED ON THE ENGINEERING DRAWINGS FOR THIS PROJECT. THE MOST CURRENT REVISION IS HEREIN MADE PART OF THIS DOCUMENT. UNDERGROUND UTILITIES EXIST THROUGHOUT THIS SITE AND MUST BE LOCATED PRIOR TO ANY CONSTRUCTION ACTIVITY. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENT MAY BE NECESSARY AND MUST BE APPROVED BY A REPRESENTATIVE OF THE OWNER. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER IN RESPECT TO THE CONTRACTOR'S ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL, AND UNDER NO CIRCUMSTANCES SHOULD THESE PLANS BE USED WITHOUT REFERRING TO THE ABOVE MENTIONED DOCUMENTS.

IRRIGATION CONCEPT

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE WATER SOURCE IF APPLICABLE.
- ALL NON-TREE PLANTED AREAS WILL BE DRIP IRRIGATED. TURF SOD/SEED SHALL RECEIVE POP-UP SPRAY IRRIGATION FOR HEAD TO HEAD COVERAGE.
- ALL PLANTS SHARING SIMILAR HYDROLOGIC CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHENEVER POSSIBLE), RAIN SENSORS, AND SMART MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

SEED NOTES

- ALL SEED MIXER AVAILABLE THROUGH:
BIOGRASS SOD FARMS
8980 SOUTH STATE STREET
SANDY, UTAH 84070
801-962-8000
- SEED MIXES ARE AVAILABLE AS FOLLOWS:
50% TOOTHLESS GRASS MIX, 50% VERDESKAPE WILDFLOWER MIX
- ALL SEED APPLICATIONS SHALL BE DRILL SEED, WITH HYDROLIQUID APPLIED OVER THE SEED BED AFTER SEEDING. THE BUREAU MIX SHALL CONTAIN THE FOLLOWING:

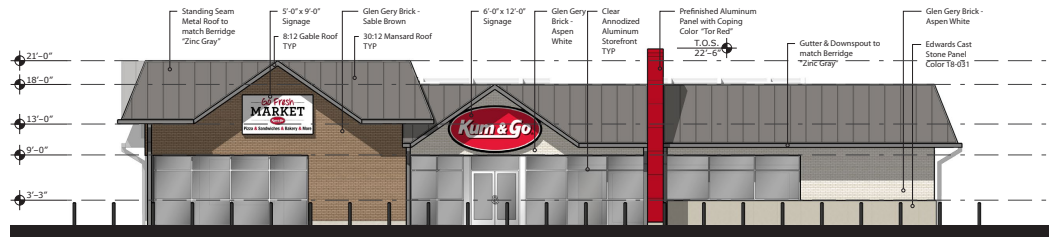
WOOD FIBER MULCH	180
15-15-15 ORGANIC FERTILIZER	9
ORGANIC BINDER	4

- SEED ESTABLISHMENT NOTES
THE LANDSCAPE CONTRACTOR SHALL SEED ALL NATIVE SEED AREAS AS SOON AS POSSIBLE AFTER COMPLETION OF GRADING OPERATIONS. SOIL PREPARATION MEASURES IN AREAS TO BE SEEDS SHALL BE COMPLETED PRIOR TO SEEDING.
- FOR PROPER ESTABLISHMENT, SEED SHALL BE INSTALLED WHEN AT LEAST THREE MONTHS REMAIN IN THE GROWING SEASON. IF LESS THAN THREE MONTHS REMAIN IN THE GROWING SEASON AT THE TIME OF SEEDING, THE LANDSCAPE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND OWNER. THE IRRIGATION SYSTEM FOR SEED AREAS SHALL BE FULLY OPERATIONAL AT THE TIME OF SEEDING.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ADDITIONAL CORRECTIVE MEASURES, AT HIS OWN COST, TO SATISFY ESTABLISHMENT REQUIREMENTS AND ENSURE TIMELY CLOSURE. THESE MEASURES MAY INCLUDE, AT THE OWNER'S OPTION, RESEEDING OF SPARSELY GERMINATED AREAS AND/OR INSTALLATION OF SOD IN ALL SEED AREAS.

REVISION DESCRIPTION	DATE
1	05.05.2021

CONFIDENTIAL DOCUMENT:
INFORMATION CONTAINED IN THIS DOCUMENT IS
PROPRIETARY TO KUM & GO, L.C. AND SHALL NOT
BE DISTRIBUTED.

Proposed Building Signage				
Location	Sign	Size	Area	
East Elevation	"Kum & Go" Sign	6' x 12'	72 SF	
	"Go Fresh Market" Sign	5' x 9'	45 SF	
South Elevation	"Kum & Go" Sign	6' x 12'	72 SF	
West Elevation	No Signage	---	0 SF	
North Elevation	No Signage	---	0 SF	
Total			189 SF	



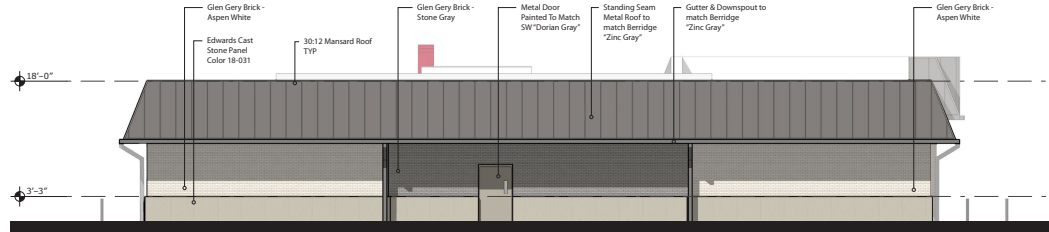
East Elevation

NTS



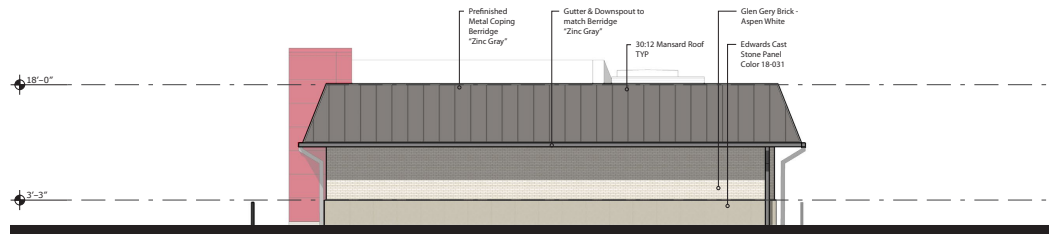
South Elevation

NTS



West Elevation

NTS



North Elevation

NTS

brr

ARCHITECT OF RECORD:
BRR ARCHITECTURE, INC.
8101 METCALF AVENUE
SUITE 200
OVERLAND PARK, KS 66204
www.brrarch.com
TEL: 913-263-9095
FAX: 913-263-9044

SEAL



1450 Grand Avenue
Des Moines, Iowa
50309
P-515-457-6247

#2501 - SOUTH JORDAN, UTAH
SHIELDS LANE & REDWOOD RD
EXTERIOR ELEVATIONS

NO PROJECT TEAM:
ROM:
SDM:
CPM:

REVISION DESCRIPTION

DATE

DATE: 10/12/2021

SHEET NUMBER:

REVISIONS

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11/9/2021

Application: ZIPLINE TEMPORARY USE CONDITIONAL USE PERMIT

Address: 10473 S Bacchus Highway

File No: PLSPR202100171

Applicant: Benoit Miquel

Submitted By: David Mann, Planner II

Staff Recommendation (Motion Ready):

Approve file no. PLSPR202100171 for the temporary use of a drone delivery facility at 10473 S Bacchus Highway as presented to the Planning Commission, with the following conditions:

- The use shall only be allowed for a period of three years. The Planning Commission may grant an extension for up to three additional years with approval of another CUP application.

ACREAGE:	190.25 acres
CURRENT ZONE:	C-I
CURRENT USE:	Landfill
FUTURE LAND USE PLAN:	Natural Area

TEMPORARY USE REVIEW:

City Code § 17.18.030.080.A.1:

Temporary uses are uses that do not exceed sixty (60) days in duration and that do not require permanent structures or improvements that are not already established with an approved permanent use and site plan. Temporary uses that exceed sixty (60) days in duration or are not similar to allowed primary uses in a zone may only be authorized with a conditional use permit.

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.I:

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 permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection A of this section.
3. 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.

BACKGROUND & ANALYSIS:

Benoit Miquel, representing Zipline, filed an application for approval to operate a drone delivery service from a capped area of the existing Trans-Jordan Landfill ("Landfill"). Zipline has entered into a three-year lease agreement with the Landfill with an option to extend the lease for an additional three years. The proposed use would operate on a temporary basis for three to six years as the Applicant's company, Zipline, works out the logistics and plans for a more permanent facility. Currently, a more permanent site likely would be located nearby, but not in South Jordan. Staff issued a zoning compliance letter to confirm the use could be allowed in the Commercial Industrial (C-I) Zone as a permanent use with site plan approval. However, because Zipline intends to eventually build a permanent facility elsewhere, and because the Landfill's property is not well-suited for Zipline to build permanent structures, Zipline is seeking a temporary use permit and conditional use permit (CUP). For Zipline to operate for longer than 60 days as a temporary use, it is required to get a CUP.

The proposed site location of the buildings and launch area would be approximately 1300 feet from the border of the Daybreak Village 14 Plat 1 subdivision, and is much further than that from any existing homes in Daybreak. Based on the small amount of operational noise, the distance from residential neighborhoods, Daybreaks plans to build large berms along its and the landfill's border, and significant elevation change between the site and surrounding land, the proposed temporary use should have little to no impact on neighboring properties. Because this area is developing and quickly changing, Staff recommends a condition to require another

conditional use permit if Zipline would like to extend the temporary use for up to three additional years so that Staff can reevaluate any impacts that might have occurred during the initial three years, and the impacts to the changing area around the landfill.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The establishment of a temporary use for more than 60 days requires a conditional use permit.
- Staff reviewed the proposed business for potential detrimental effects and found none that would require conditions during the initial three-year period.

Conclusion:

- Based on the application materials submitted by Applicant, staff review of the Application, and the findings listed above, staff concludes that the proposal is consistent with the City's General Plan and the pertinent sections of the City's Planning and Land Use Code (including section 17.60).

ALTERNATIVES:

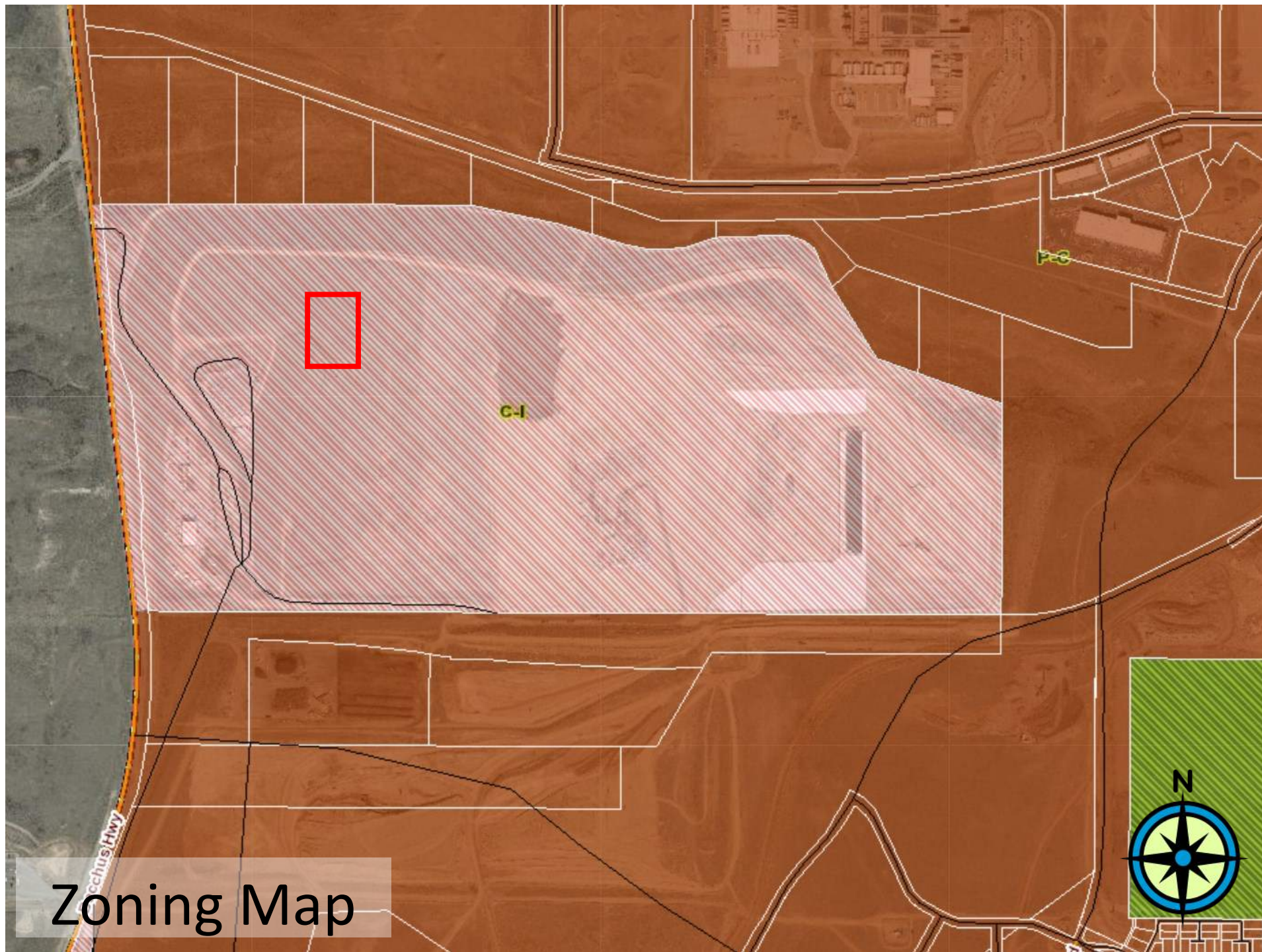
- Deny the application.
- Propose modification(s) to the application.
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- Location Map
- Zoning Map
- Site Plan
- Applicant Letter
- Agreement with Trans-Jordan



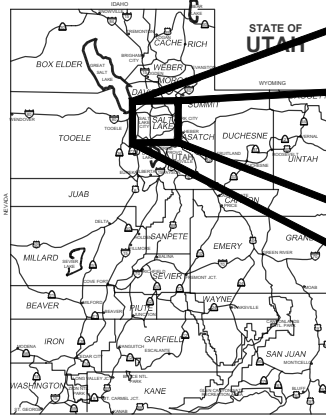
Location Map



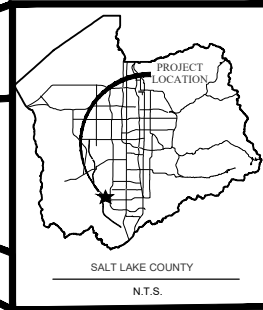
TRANS-JORDAN LANDFILL

ZIPLINE FACILITY

AUGUST 2021



VICINITY MAP
N.T.S.



SALT LAKE COUNTY
N.T.S.

FACILITY LOCATION:

TRANS-JORDAN LANDFILL
10473 SOUTH BACCHUS HIGHWAY
SOUTH JORDAN UTAH 84009-6002
PHONE: 801-569-8994

SHEET INDEX

SHEET	DRAWING
CS	COVER SHEET
C1.1	EXISTING SITE CONDITIONS
C1.2	PARCEL MAP
C2.0	PROPOSED IMPROVEMENTS
C2.1	PROFILE/GRADING PLANS
D1.0	DETAIL SHEET

PREPARED BY:

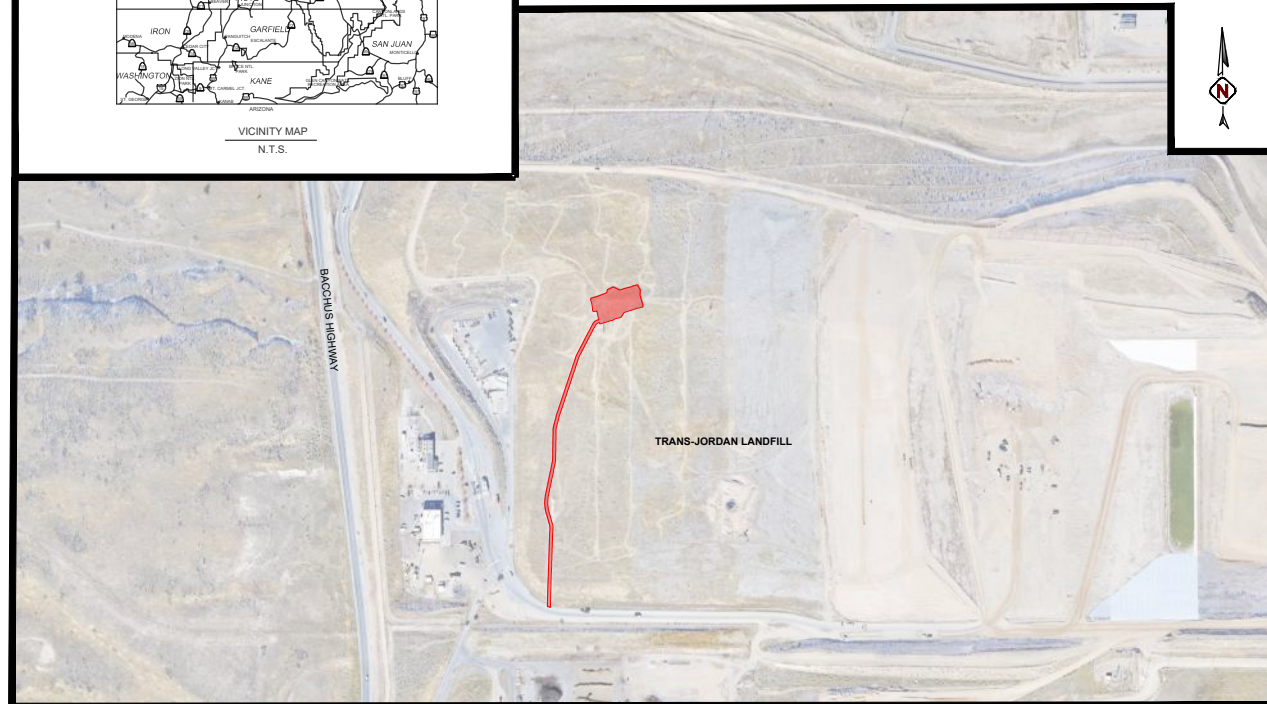


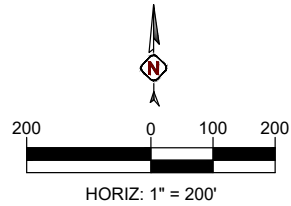
789 EAST 80 NORTH
KAYSVILLE, UTAH 84037
PHONE: 801-773-3155

PREPARED FOR:



10473 SOUTH BACCHUS HIGHWAY
SOUTH JORDAN UTAH 84009-6002
PHONE: 801-569-8994





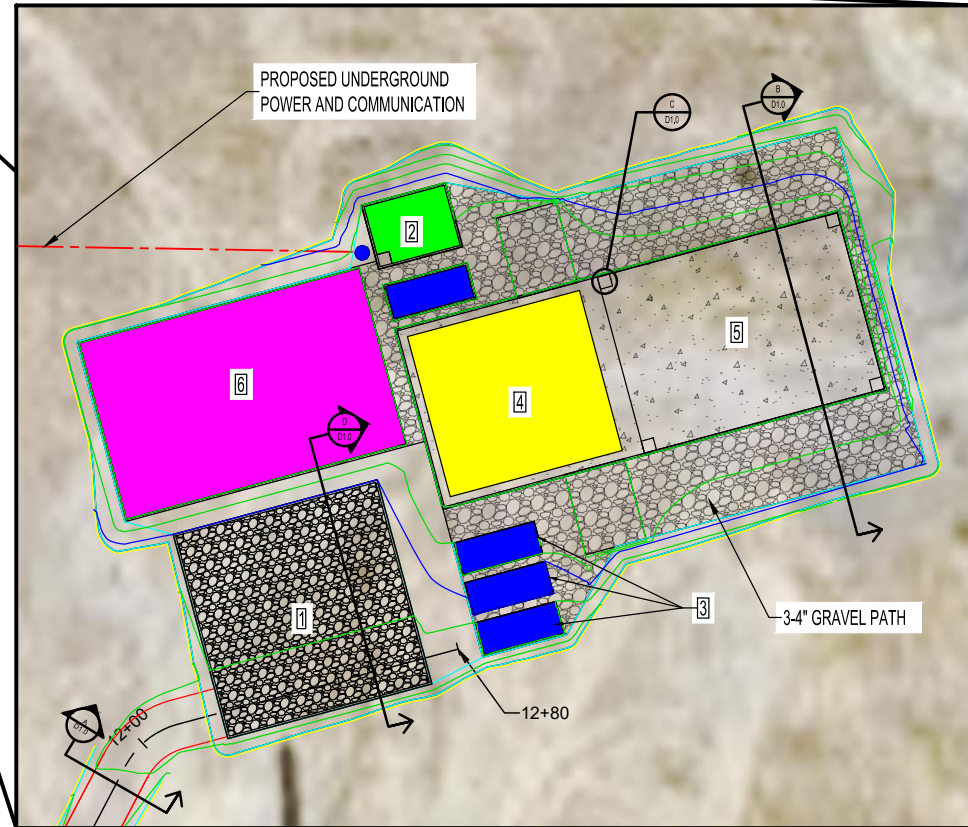
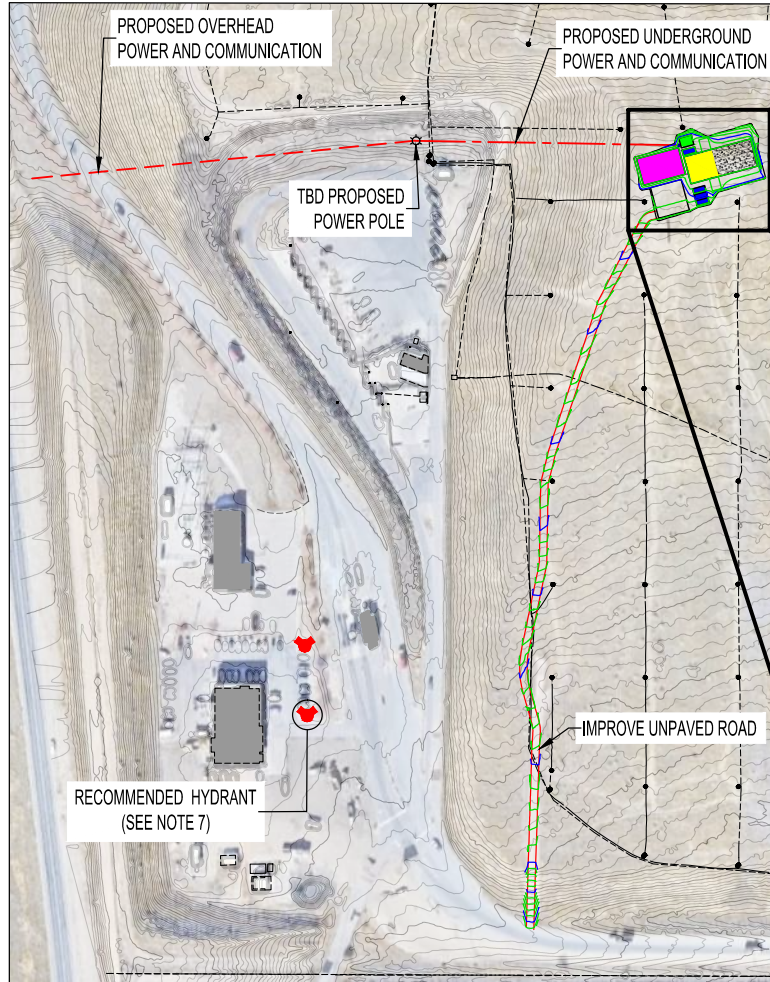
PROPOSED IMPROVEMENTS ZIPLINE FACILITY

LEGEND

EX MAJOR CONTOUR	— 5025 —
EX MINOR CONTOUR	— 5005 —
PR ACCESS ROAD	— —
EX LANDFILL GAS WELL/PIPE	●
EX FIRE HYDRANT	🔴

SITE NOTES

1. PARKING AREA (50' X 50')
2. BACKUP GENERATOR AREA (20' X 15')
3. 20' EQUIPMENT CONTAINERS
4. OPERATIONS STRUCTURE (43' X 40')
5. FLIGHT OPS EQUIPMENT (60' X 44')
6. OPERATIONS SUPPORT UNITS (70' X 44')
7. RECOMMENDED HYDRANT LOCATED APPROX. 1,050 FT. FROM SITE



REVISION

DATE

NO.

DRAWING IS NOT TO SCALE IF BAR
DOES NOT MEASURE 1/2 INCH

0 1/4 1/2

PROPOSED IMPROVEMENTS

ZIPLINE FACILITY

TRANS-JORDAN LANDFILL

SOUTH JORDAN, UTAH



DESIGN: DP

DRAWN: DSA

CHECKED: DP

DATE: 8/2021

C2.0

Mr. Benoit Miquel
Zipline International Inc.
333 Corey Way
South San Francisco, CA 94080

July 8th, 2021

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

Re: Site Plan Application

Dear Mr. Schindler:

Thank you for your consideration of this site plan application for Zipline International Inc. ("Zipline" or "Applicant") at the Trans-Jordan Landfill Facility 10473 South Bacchus Hwy, South Jordan, UT 84009 (the "Property" or "Site").

Zipline operates the world's largest instant delivery service. We design, manufacture, and operate drones that can deliver approximately four pounds over a 50-mile service radius. To date, Zipline drones have flown over 5 million autonomous miles and made over 120,000 deliveries around the world -- including flying over 5,000 miles delivering over 16,000 N95 masks and other personal protective equipment items for a health care system outside Charlotte, North Carolina. Indeed, every 5 minutes someone around the world receives a Zipline delivery.

Internationally, Zipline's service is used to save lives by providing immediate access to urgent medical supplies. In the United States, Zipline's goal is to provide people and communities with on-demand convenience for their medicines and other everyday needs, giving them more control of their day. This customer-driven convenience is at the heart of our partnership with local health care service providers.

From design and manufacturing through operations, safety of the public in Zipline's service radius is at the core of our decisions made in collaboration with the FAA to ensure a safe and scalable service. Our operations will be conducted under an FAA air carrier certification, using an aircraft also approved by the FAA.

Additionally, the aircraft design, manufacturing and operations are focused on ensuring the highest level of safety and the least environmental impact to our surroundings (e.g., our aircraft are battery, not fuel, powered). A tremendous amount of design work also has been put into minimizing the amount of noise and light nuisance from our operations. Indeed, the sound

of our aircraft is undetectable at cruising altitude (approximately 300ft above ground level (“AGL”)) in a residential environment.

Finally, while a Zipline facility unlocks a unique delivery experience within a 50-mile radius, we are driven by the impact that our operations have across the local community. Every facility is an opportunity to expose local schools and STEM programs to state of the art technology. In all our facilities, two weekly tour slots are reserved for visitors to come learn and observe our operations, ask questions and better understand our systems. While our drones fly autonomously, our typical facility is operated by 8 employees with roles varying from maintenance, flight operator, fulfillment operators, flight controllers and leadership positions sourced from local talent.

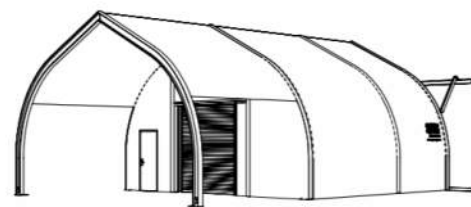
The site will require a utility extension for a 400A 480V 3P service from Rocky Mountain Power to the site as well as fiber communication service run in parallel with the power service as shown on the submitted Site Plans. There is no required water or sewage extensions. Other than portable restroom facilities there is no use of water as part of our operations.

The site will generate a minimal amount of traffic including the commute of ~8 employees to site on a daily workday basis in addition to <10 product deliveries to the site per week.

Our operations structure will be a prefabricated high durability membrane structure as shown below. This structure will house our drones, battery chargers, and monitors for operations.



4 EXTERIOR VIEW
1257.0



7 EXTERIOR VIEW 2
1257.0

Our support structures will be prefabricated units used to provide a climate controlled environment to our operators and includes maintenance space and fulfillment space. The type of unit used is shown below:



In addition, standard shipping containers will be used for additional storage and maintenance space as shown on the NC1 (North Carolina Facility) below.



We look forward to your feedback and approval of this site plan so we can submit construction drawings to the South Jordan Building department. Please feel free to contact me directly with any questions.

Sincerely,

Benoit Miquel
New Deployments Manager
Zipline International Inc.

Final Draft August 16, 2021

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of August 19, 2021 (the "Effective Date") by and between Trans-Jordan Cities, an interlocal agency and political subdivision of the State of Utah ("Landlord"), and Zipline International Inc., a Delaware corporation ("Tenant").

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed by Landlord and Tenant as follows:

1. **PREMISE.** Subject to the terms and conditions of this Lease, Landlord does hereby demise, lease and let unto Tenant, and Tenant does hereby take and receive from Landlord the following: (a) that certain real property containing approximately [16,000] rentable square feet depicted on Exhibit A (the "Premises") belonging to a parcel of real property located at 10473 S. Bacchus Hwy, South Jordan, Utah 84009 (the "Property"); and (b) a nonexclusive license to use the rights-of-way, easements and similar rights with respect to the Property depicted on Exhibit A, as may be reasonably necessary for access to and egress from the Premises ("Access Rights"). Landlord covenants and warrants that the Access rights provide legal access to the Premises and the Property from public streets.

2. TERM AND COMMENCEMENT DATE

2.1 **Length of Term.** This Lease shall be binding on Landlord and Tenant as of the Effective Date; provided, however, that Tenant's obligation to pay Base Rent shall not commence until the Commencement Date (as defined in Section 2.2 below). The Term of this Lease shall be for a period of thirty-six (36) consecutive months beginning on the Commencement Date, plus the partial calendar month, if any, occurring after the Commencement Date if the Commencement Date occurs other than on the first day of a calendar month (the "Term"). As used herein, a "Lease Year" means a period of twelve (12) full successive calendar months during the Term. The first Lease Year shall begin on the Commencement Date unless such date is not the first day of the calendar month in which case the first Lease Year shall include such partial month plus the twelve (12) full succeeding calendar months, and all subsequent Lease Years shall follow consecutively thereafter.

2.2 **Commencement Date; "As Is" Condition.** The "Commencement Date" shall mean the earlier of (a) the one (1)-year anniversary of the Effective Date, and (b) the date that Tenant commences construction of its above-ground improvements, not including utilities, access road, concrete pad(s), or operations shelter structure. Within a reasonable time after the Commencement Date, Landlord will deliver to Tenant, and within thirty (30) days of delivery Tenant shall sign and deliver to Landlord, the Notice of Commencement Date, substantially in the form attached hereto as Exhibit B, certifying the Commencement Date, the initial Term, and other basic terms of the Lease; provided, that, in no event shall Landlord's failure to provide such Notice of Commencement Date release Tenant from any of its obligations under this Lease, including Tenant's obligations relating to the payment of Rent. Tenant acknowledges and agrees that the Premises is located on one or more closed landfill cells, and therefore subject to associated risks and events. Upon taking possession of the Premises, without limiting the express obligations of the parties under this Lease, Tenant shall be deemed to have fully inspected the Premises and to have found the same to be satisfactory for all purposes hereunder and Tenant shall be deemed to accept the Premises in its existing condition "as is," subject to all legal requirements, any

state of facts which an accurate survey or physical inspection of the Premises might show, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, any geological conditions, such as issues of settlement, subsidence, subsurface conditions, geologic faults and otherwise, any hazardous or interfering conditions resulting from wildlife on, beneath, above or near the Property, and the existence of Hazardous Substance, if any. Tenant hereby waives all warranties, express or implied, regarding the condition and use of the Premises, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

2.3 Contingency Period. Tenant shall have from the Effective Date until the Commencement Date (the "Contingency Period") to make any and all commercially reasonable studies, tests, examinations, inquiries, inspections and investigations of or concerning the Premises, and to confirm all matters that Tenant may reasonably desire to confirm with the Premises. Tenant shall restore any damage to the Premises caused by Tenant. The costs of such inspections shall be borne solely by Tenant. During the Contingency Period, Tenant may occupy the Premises and conduct such inspections. Tenant may terminate this Lease at any time prior to the expiration of the Contingency Period, without fee or penalty, by written notice to Landlord, in which event, (a) this Lease shall be null and void, (b) neither Landlord nor Tenant shall have any further rights, duties or obligations under this Lease, except for those which, by their nature, survive a termination hereof, and (c) Landlord shall promptly return the prepaid Base Rent and Security Deposit paid by Tenant in connection with this Lease. If Tenant fails to deliver written notice to Landlord of its desire to terminate the Lease on or prior to the expiration of the Contingency Period, Tenant's right to terminate this Lease shall be deemed waived and the Lease shall continue in its full force and effect.

2.4 Extension Option. Provided Tenant is not in default under this Lease, Tenant, at its option, may extend the Term for one (1) period(s) of twenty-four (24) months (an "Extension Term"). To exercise any extension option, Tenant must deliver written notice of the exercise thereof to Landlord no earlier than twelve (12) months and no later than three (3) months prior to the expiration of the then-current Term. All terms, provisions and covenants of this Lease shall apply to any Extension Term, except (i) for any provisions requiring any improvement of the Property or Premises by Landlord or at Landlord's expense, and (ii) that the annual Base Rent for the first Lease Year of any Extension Term shall be calculated by adding two percent (2%) to the amount of annual Base Rent due during the prior Lease Year before such Extension Term, with additional increases to annual Base Rent upon the first day of each succeeding Lease Year in the amount of two percent (2%) of the annual Base Rent in effect for the immediately preceding Lease Year. For purposes of this Lease, the term "Term" shall mean the initial Term and any Extension Term.

2.5 Construction of Premises. Tenant shall complete its build-out of the Premises after the delivery of the Premises, including construction of improvements and the complete fixturing thereof (the "Tenant's Build-out"), all in accordance with plans and specifications approved in writing in advance by Landlord, which approval shall not be unreasonably withheld. Upon approval of Tenant's plans and specifications by Landlord, a copy of such approved plans and specifications shall be attached to this Lease as Exhibit C.

3. BASE RENT PAYMENTS

3.1 Base Rent. Beginning on the Commencement Date, Tenant agrees to pay to Landlord as base annual rent (the "Base Rent") for the first Lease Year, at such place as Landlord may

designate, without prior demand therefor and without any deduction or set off whatsoever. Commencing on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, Base Rent shall increase by two percent (2%). All Base Rent shall be due and payable in twelve (12) equal monthly installments to be paid in advance on or before the first (1st) day of each calendar month during the Term of the Lease. In the event the Commencement Date occurs on a day other than the first (1st) day of a calendar month, then Base Rent shall be paid on the Commencement Date for the initial fractional month prorated on a per diem basis (based upon a thirty (30) day month). On the Commencement Date, Tenant shall pay to Landlord the first month's and second month's Base Rent in addition to the Security Deposit (as defined in Section 4 below), which aggregate amount shall equal to

3.2 Additional Monetary Obligations. Beginning on the Commencement Date, Tenant shall also pay as rent (in addition to Base Rent), the Actual Operating Expense Increase (as defined below), every service fee, interest and cost for nonpayment or late payment thereof and all other amounts due and payable by Tenant under this Lease other than Base Rent (collectively, "Additional Rent"), all without prior demand therefor and without any deduction or set off whatsoever. As used herein, the term "Rent" means all Base Rent, Additional Rent, and other sums due or payable by Tenant hereunder.

3.3 Payment of Rent. All Rent shall be paid in lawful money of the United States of America. If any amounts or charges are not paid at the time provided for in this Lease, the amounts and charges due shall nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of Base Rent thereafter falling due hereunder.

3.4 Service Fees and Interest. In the event Tenant fails to pay when due any amount required to be paid by Tenant under this Lease (including any Additional Rent due hereunder) by the fifteenth (15th) day after the due date for such payment, Tenant shall pay to Landlord a service fee equal to the greater of the sum of _____ of the amount of the delinquent payment, which service fee shall be due and payable with the payment then delinquent. If Tenant fails to pay, when the same is due and payable, any Base Rent, Additional Rent, or other sum required to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate per annum ("Applicable Interest Rate") equal to the lesser of (a) the maximum interest rate permitted by law or (b) six percent (6%) per annum. All service fees and interest shall constitute Additional Rent and shall become automatically due and payable without any additional notice or cure periods whatsoever, and notwithstanding any notices or cure period required prior to any default occurring under this Lease. Tenant acknowledges and agrees that such service fees and interest charges described in this Lease are fair and reasonable because Landlord will incur administrative costs and other damages if Tenant does not timely pay amounts due under this Lease.

4. **SECURITY DEPOSIT.** Tenant shall, contemporaneously with the execution of this Lease, deposit with Landlord an amount equal _____ the "Security Deposit") to secure the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease. If Tenant fails to pay Rent promptly when due, or violates any of the other terms, covenants and conditions of this Lease, then the Security Deposit, or any portion thereof, may, at the option of Landlord (but Landlord shall not be required to) be applied to any amounts due and unpaid or be applied to any damages suffered by Landlord as a result of Tenant's default. If the Security Deposit is applied by Landlord as described in this Section, then Tenant shall, upon receipt of a written demand by Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to its original amount, and Tenant's failure to do so within

ten (10) days after receipt of such demand shall constitute a breach of this Lease. If Tenant complies with all of the terms, covenants and conditions of this Lease and promptly pays Base Rent, Additional Rent and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full without interest to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest under this Lease) within thirty (30) days after the end of the Term or the earlier termination of this Lease pursuant to the provisions hereof and delivery of possession of the Premises to Landlord in accordance with Section 19. If Landlord's interest in this Lease is conveyed, transferred or assigned, Landlord shall transfer or credit the Security Deposit to Landlord's successor in interest, and Landlord shall be released from any liability for the return of the Security Deposit.

5. OPERATING EXPENSES

5.1 Definitions. For purposes of this Lease, the terms set forth below shall mean the following:

(a) "Actual Operating Expense Increase" shall mean for the Fiscal Year 2022-2023 and thereafter, the increase in Operating Expenses in a particular Fiscal Year over Operating Expenses for the Base Year.

(b) "Base Year" shall mean the Fiscal Year 2021-2022.

(c) "Estimated Operating Expenses Increase" shall mean Landlord's estimate of Actual Operating Expense Increase in a particular Fiscal Year over Operating Expenses for the Base Year.

(d) "Fiscal Year" shall mean July 1 through June 30 of each year.

(e) "Operating Expenses" shall mean the actual, reasonable costs, expenses, fees and disbursements that Landlord pays or incurs in connection with the ownership, operation, maintenance, management and repair of the Premises, determined in accordance with the reasonable accounting procedures and business practices customarily employed by Landlord, including the following: (i) all real and personal property taxes, and other ad valorem assessments (whether general or special, known or unknown, foreseen or unforeseen) and any tax or assessment levied or charged in lieu thereof, except use taxes and those to be paid by Tenant on its own personal property and leasehold improvements; (ii) rent and gross receipts taxes, if any; (iii) all other assessments and impact fees levied by property associations, improvement districts, governmental authorities and similar assessments; (iv) license, permits and inspection fees; (v) insurance premiums for all insurance carried by Landlord; (vi) improvements and repairs to and physical maintenance of the Premises or the Property occasioned by Tenant; (vii) costs associated with the day-to-day operation and maintenance of the Premises; (viii) actions performed to comply with the requirements of applicable law related to the Premises or the Property as a result of Tenant's use thereof; and (ix) accounting, legal and other professional services incurred in connection with the management and operation of the Premises, the Property and the calculation of Operating Expenses. "Operating Expenses" shall not include and Tenant shall in no event have any obligation to perform or to pay directly, or to reimburse Landlord for, all or any portion of the following repairs, maintenance, improvements, replacements, premiums, claims, losses, fees, charges, costs and expenses (collectively, "Costs"): (a) Costs occasioned by the act, omission or violation of any law by Landlord, any other occupant of the Property, or their respective agents, employees or contractors;

(b) Costs occasioned by fire, acts of God, or other casualties or by the exercise of the power of eminent domain; (c) Costs to correct any construction defect in the Premises or the Property or to comply with any covenant, condition, restriction, underwriter's requirement or law applicable to the Premises or the Property on the Lease Commencement Date; (d) increases in insurance Costs caused by the activities of another occupant of the Property, insurance deductibles in excess of \$10,000, and co-insurance payments; (e) Costs incurred in connection with the presence of any Hazardous Material, except to the extent caused by the release or emission of the Hazardous Material in question by Tenant; (f) expense reserves; (g) Costs of structural repairs to the Building; and (h) Costs which could properly be capitalized under generally accepted accounting principles, except as specifically set forth in the Lease. Tenant may audit the books, records and supporting documents of Landlord to the extent necessary to determine the accuracy of Landlord's statement of Expenses the Lease during normal business hours. Such audit, if any, shall occur within one hundred twenty (180) days after Tenant receives such statement. Tenant shall bear the cost of such audit, unless such audit discloses that Landlord has overstated the total costs by more than three percent (3%) of the actual amount of such costs, in which event Landlord shall pay the cost of Tenant's audit. Landlord shall promptly refund any overcharges to Tenant.

5.2 Payment of Operating Expenses. Concurrent with each monthly payment of Base Rent due hereunder, Tenant shall pay to Landlord, without offset or deduction, one-twelfth (1/12th) of the Estimated Operating Expenses Increase. At the beginning of a year, Landlord shall deliver to Tenant a statement showing the Estimated Operating Expenses Increase for such year. If Landlord fails to timely deliver such statement, then until the delivery of such statement, Tenant's Estimated Operating Expenses Increase shall be deemed to be the same amount of the Estimated Operating Expenses Increase for the prior year; provided, however, if Landlord subsequently furnishes to Tenant a statement of such Estimated Operating Expenses Increase, to the extent such Estimated Operating Expenses Increase are greater than or less than the Estimated Operating Expenses Increase paid on a year-to-date basis, Tenant shall either receive a credit or make a payment, in the amount of such difference on the next date on which Tenant makes a Rent payment hereunder. If at any time it appears to Landlord that the Operating Expenses Increase will vary from Landlord's original estimate, Landlord may deliver to Tenant a revised statement showing the Estimated Operating Expenses Increase for such year, and subsequent payments by Tenant shall be based on such revised statement.

5.3 Report of Operating Expenses Increase and Statement of Estimated Operating Expenses Increase. Within one hundred twenty (120) days after each year during the Term, Landlord shall furnish Tenant with a written reconciliation statement comparing the Actual Operating Expenses Increase during the previous year against the Estimated Operating Expenses Increase actually paid by Tenant during the previous year pursuant to Section 5.2 above. If the reconciliation statement indicates that the Estimated Operating Expenses Increase actually paid by Tenant for any year exceeded the Actual Operating Expenses Increase, Landlord, at its election, shall either (a) promptly pay the amount of such excess to Tenant, or (b) apply such excess against the next installment of Rent due hereunder. In the event the reconciliation takes place following the termination of this Lease, Landlord shall promptly pay the amount of such excess to Tenant. If the reconciliation statement indicates that Estimated Operating Expenses Increase actually paid by Tenant for any year are less than the Actual Operating Expenses Increase for such year, Tenant shall pay to Landlord any such deficiency within thirty (30) days of Tenant's receipt of such reconciliation statement. Such payments by Tenant shall be made notwithstanding that the reconciliation statement is furnished to Tenant after the expiration of the Term or sooner termination of this Lease. Every statement given by Landlord pursuant to this Section 5.3 shall be conclusive and binding upon Tenant unless within sixty (60) days after the receipt of such statement

Tenant shall notify Landlord that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect.

6. USE OF PREMISES

6.1 Use of Premises. The Premises shall be used and occupied by Tenant for the established base of operations for Tenant's unmanned aerial system and the related storage and delivery services that Tenant provides and for no other purpose whatsoever without the prior written consent of Landlord in Landlord's reasonable discretion (the "Permitted Use"). Tenant shall be entitled to use the Premises as described in this Lease only during the business hours established by Landlord; provided, that, Tenant shall be entitled to use the Premises after such established business hours upon a modification of Landlord's existing permit from the Utah Department of Environmental Quality, Division of Waste Management and Radiation Control, which modification shall be made at Tenant's reasonable request and Tenant's payment of all costs and expenses incurred by Landlord (including reasonable attorneys' fees) associated therewith. At all times during the Term, Tenant shall, at Tenant's sole cost and expense, comply with all statutes, ordinances, laws, orders, rules, regulations and requirements of all applicable federal, state, county, municipal and other agencies or authorities, now in effect or which may hereafter become effective, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alterations of the Premises on account of Tenant's business or activities, including, without limitation, any planning and zoning regulations and Federal Aviation Administration rules and regulations, if applicable. Tenant shall not be required to comply with or cause the Premises to comply with any laws, rules or regulations requiring the construction of alterations, however, unless such compliance is necessitated solely due to Tenant's particular use of the Premises.

6.2 Prohibition of Certain Activities or Uses. Tenant and the Tenant Related Parties (as defined in Section 11.1 below) shall not do, or permit anything to be done, in or around the Premises or the Property that will (a) materially adversely affect any fire, liability or other insurance policy carried by Landlord; (b) materially adversely affect Landlord's solid waste permits issued by the State of Utah and Salt Lake County; (c) create a public nuisance, obstruct, interfere with any right of, injure or unreasonably annoy any other occupant of the Property, or cause any objectionable noise or odors; (d) operate an immoral or disreputable business; (e) commit waste; or (f) take any action that causes a violation of any restrictive covenants or any other instrument of record applying to the Property. In addition, Tenant and the Tenant Related Parties shall not interfere with, or disrupt in any way, (x) any existing methane gas collection system located on the Property, or (y) the final cap on the appropriate landfill cell.

6.3 Taxes on Tenant Property. Tenant shall pay (and upon written request from Landlord, provide Landlord with evidence of payment), before delinquency, all taxes, assessments, charges, and fees that during the Term may be imposed, assessed, or levied by any governmental or public authority against or upon Tenant's particular use of the Premises or any equipment, furniture, fixtures and any other personal property located in the Premises, and on the value of leasehold improvements (excluding the Landlord's Work). In the event a rent tax is imposed by any governmental authority, Tenant shall be responsible for such rent tax.

7. UTILITIES AND SERVICES. If required for Tenant's use of the Premises, Tenant shall furnish, or cause to be furnished, to the Premises, and at Tenant's sole cost and expenses, (a) electricity, water, gas and sewer service; (b) telephone lines; (c) heat and air-conditioning; (d) fiber or other similar internet

lines and components, and (e) other utility services. The Premises shall be separately metered, and Tenant shall be responsible for the costs of installing such meters, for all electricity, water and other utilities, and Tenant shall pay for the cost of all such utilities so separately metered, or which are billed directly to Tenant, within ten (10) days after invoice. Tenant shall be solely responsible to order and install, and shall pay the entire cost and expense of, all telephone, internet, data, cable and computer connections, stations, equipment and use charges, and all other materials and services not expressly required to be provided by Landlord under this Lease.

8. MAINTENANCE AND REPAIRS; ALTERATIONS; ACCESS

8.1 Maintenance and Repairs by Landlord. Tenant acknowledges that Landlord shall have no obligation to maintain and repair the Premises or the Property under this Lease, and Tenant shall be responsible for the same, as set forth herein.

8.2 Maintenance and Repairs by Tenant. At Tenant's sole cost and expense, and without prior demand being made, Tenant agrees to keep the non-structural elements of the Premises in good order, condition and repair and in a clean and sanitary condition. Tenant's responsibility includes, but is not limited to, maintenance, repair and cleaning of the Premises as the same may or might be necessary in order to maintain the Premises in a clean, attractive and sanitary condition. Tenant shall in a good and workmanlike manner repair or replace any damage to the Premises or the Property occasioned by the acts of Tenant or the Tenant Related Parties. Any needed repair to the Premises caused by settlement or subsidence must be approved by, and conducted under the supervision of, Landlord or its designated agents.

8.3 Alterations. After taking occupancy of the Premises, Tenant shall not make any alteration, addition, improvement or repair to the Premises, unless such alteration, addition, improvement or repair (a) is made with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; (b) is made pursuant to plans and specifications approved in writing in advance by Landlord; (c) equals or exceeds the then-current standard for the Premises and utilizes only new and first grade materials; (d) is in strict conformity with all applicable laws, ordinances, regulations and requirements, and is made after obtaining any required permits and licenses; (e) is carried out in a good and workmanlike manner by persons approved in writing by Landlord, who, if required by Landlord, deliver to Landlord before commencement of their work proof of such insurance coverage as Landlord may require, with Landlord named as an additional insured; (f) is made in connection with the Permitted Use; and (g) is done only at such time and in such manner as Landlord may reasonably specify. Tenant shall indemnify, defend and hold harmless Landlord from and against all liens, claims, damages, losses, liabilities and expenses, including attorneys' fees, that may arise out of, or be connected in any way with, any such alteration, addition, improvement or repair.

8.4 Landlord's Access to Premises. Upon Landlord's prior request and Tenant's consent, which may not be unreasonably withheld, conditioned, or delayed, Tenant shall permit inspection of the Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Premises and in order that Landlord may comply with the terms of this Lease. Without limiting the foregoing, Tenant shall permit Landlord's methane gas contractor and other agents and contractors to access all wellheads and other related facilities located on the Premises for the proper operation, maintenance, repair and replacement of such facilities. Any entry by Landlord and Landlord's agents shall not impair Tenant's operations more than reasonably necessary,

and shall be subject to Tenant's reasonable security measures. Notwithstanding anything to the contrary herein, Landlord shall have the right to enter the Premises without prior notice in emergency conditions.

9. **SIGNS.** Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, or elsewhere on the Property, any sign, awning, marquee, decoration or other thing of any kind without first obtaining Landlord's prior written approval, which approval as to signs only shall not be unreasonably withheld but otherwise shall be in Landlord's sole discretion. All such work shall be completed in a good workmanlike manner. At Tenant's sole cost, Tenant shall maintain any such signs or other things, as may be approved, in good condition and repair at all times and shall, on the expiration of the Term or earlier termination of this Lease, remove all such items and repair any damage caused by such removal. Landlord may, at Tenant's cost, and without liability to Landlord, enter the Premises and remove any item erected in violation of this Section. Landlord may establish rules and regulations governing the size, type and design of all signs, decorations, etc., and Tenant agrees to abide thereby.

10. **ASSIGNMENT AND SUBLETTING.** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the Premises shall be sublet by Tenant without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. In no event shall any transfer, assignment or sublease relieve Tenant or any guarantor of this Lease of any of its obligations hereunder. Tenant shall remain responsible for all duties as defined herein, notwithstanding any actions on the part of the subtenant or any assignee. In the event of a permitted assignee or sublease of the Premises at a rental higher than the amount payable for such space by Tenant hereunder, then fifty percent (50%) of the net amount of said higher amount (after deducting brokerage commissions, legal fees, and other costs of assignment or subleasing) shall be paid to Landlord by Tenant as Additional Rent. Tenant may, without Landlord's prior written consent (but with fifteen (15) days' prior written notice to Landlord) and without being subject to any recapture or bonus rent provisions under the Lease, sublet the Premises or assign the Lease to (a) a successor entity related to Tenant by merger, consolidation, non-bankruptcy reorganization, or government action, or (b) a purchaser of substantially all of Tenant's assets in the Premises. A sale or transfer of Tenant's capital stock shall not be deemed an assignment, subletting or any other transfer of the Lease or the Premises.

11. INDEMNITY AND HAZARDOUS MATERIALS

11.1 **Tenant's Indemnity.** Tenant shall protect, defend (with counsel reasonably acceptable to Landlord), indemnify and hold harmless Landlord and its affiliates, and each of their respective owners, officers, managers, members, contractors, employees, agents, invitees, licensees, concessionaires, successors and assigns (the "**Landlord Related Parties**") against and from any and all claims, demands, actions, losses, damages, orders, judgments, obligations, penalties, and any and all costs and expenses (including, without limitation, attorneys' fees and costs) (collectively, "**Claims**"), resulting from or incurred by Landlord or Landlord Related Parties on account of any of the following: (a) the use of the Premises by Tenant and its affiliates, and each of their respective owners, officers, managers, members, contractors, employees, agents, invitees, licensees, concessionaires, successors and assigns (the "**Tenant Related Parties**"), the conduct of Tenant's business, or any other activity permitted or suffered by Tenant or the Tenant Related Parties, including any Claims associated with the settlement of the Premises or the hazardous conditions of, or interference caused by, wildlife on, beneath, above or near the Property; or (b) any breach by Tenant of this Lease. Tenant shall defend all Claims and pay all costs and expenses

incidental thereto. Notwithstanding the foregoing, Landlord shall have the right, at its option, to participate in the defense of any such Claims without relieving Tenant of any obligation hereunder. Tenant's obligations to defend, indemnify and hold harmless Landlord and Landlord Related Parties do not include or extend to any Claims to the extent resulting or arising from the grossly negligent or willful misconduct of Landlord or the Landlord Related Parties. This indemnification shall survive the termination of this Lease.

11.2 Environmental Indemnification. Tenant shall not, without Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion, bring or keep in, on or around the Premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as, "hazardous substances," "hazardous materials," "hazardous wastes," "regulated substances" or "toxic substances" or substances otherwise deemed dangerous or harmful to health, persons or the environment under any law (collectively referred to as "Hazardous Substances"). Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses, claims, demands, actions, suits, fines, penalties, liabilities, damages (including punitive damages), costs and expenses (including remediation, removal, repair, corrective action, or cleanup expenses, reasonable attorneys' fees, consultant fees or expert witness fees) which are brought or recoverable against, or incurred by Landlord as a result of any release of Hazardous Substances by Tenant or any of its respective agents, contractors, employees, licensees, guests and invitees.

11.3 Medical Waste. For purposes of this Lease, "Medical Waste" shall include (a) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body; and (b) biological wastes and other waste materials that results from the administration of medical care. During the Term, Tenant shall not dispose of Medical Waste in the trash receptacles provided at the Premises or other non-specially designated areas located on the Premises. Notwithstanding anything to the contrary contained in this Lease or any exhibit to this Lease, Tenant shall at all times during the Term, at its sole cost and, in a manner consistent with applicable law, (i) determine the kind of container in which to store Medical Waste in the Premises prior to its disposal; (ii) dispose of Medical Waste generated in the Premises; and/or (iii) retain the services of a licensed independent contractor to dispose of the Medical Waste generated in the Premises.

12. **INSURANCE**. Effective as of the Commencement Date, and continuing throughout the Term, Tenant shall maintain the following insurance policies: (a) a policy of commercial general liability insurance insuring Tenant against liability for bodily injury, property damage and personal injury arising out of the operation, use or occupancy of the Premises, in the initial amount of

per occurrence; (b) all-risk insurance covering the full value of all furniture, trade fixtures and personal property (including property of Tenant or others) in the Premises or otherwise placed on the Property by or on behalf of Tenant; (c) worker's compensation insurance as required to comply with all applicable laws, and (d) such other coverage as Landlord may reasonably require. Tenant's policy of general commercial general liability insurance shall be primary and non-contributory and shall contain cross-liability coverage by way of endorsement or a separation of insureds clause. Tenant shall cause Landlord and any lender of Landlord, whose name shall be provided to Tenant by Landlord in writing, to be named as an additional insured under such commercial general liability policy and loss payees under any insurance policies covering the Premises or the Property. On or before the Commencement Date, Tenant shall deliver to Landlord certificates of insurance, and copies of the applicable additional insured endorsements, for the annual paid-up policies of insurance that Tenant is required to maintain under this Lease. At least thirty (30) days prior to the expiration of any such policy, Tenant shall deliver

to Landlord a paid-up renewal of such certificate and/or endorsement. Landlord and Tenant hereby waive all rights to recover against each other and against each other's officers, directors, managers, shareholders, partners, members, joint venturers, employees, agents, customers, invitees or those of any other tenant or occupant of the Property, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered. The parties hereto release each other and their respective agents, employees, successors, assignees and subtenants from all liability for injury to any person or damage to any property that is caused by or results from a risk which is required to be insured against under the Lease, or which would normally be covered by all "Special Form" insurance, without regard to the negligence or willful misconduct of the entity so released. All of Landlord's and Tenant's repair and indemnity obligations under the Lease shall be subject to the waiver contained in this paragraph. Landlord and Tenant shall cause their respective insurance carriers to issue appropriate waivers of subrogation rights endorsements to all policies of insurance carried in connection with the Property or the Premises or the contents of the Premises.

13. RESERVED.

14. CONDEMNATION. If at any time during the Term the entire Premises or any part thereof shall be taken as a result of the exercise of the power of eminent domain or by an agreement in lieu thereof, this Lease shall terminate as to the part so taken as of the date possession is taken by the condemning authority. If all or any substantial portion of the Premises shall be so taken, Landlord or Tenant may terminate this Lease at its option, by giving written notice to the other of such termination within thirty (30) days of such taking. Unless terminated as herein provided for, this Lease shall remain in full force and effect, except that the Rent payable by Tenant hereunder shall be reduced equitably, as agreed by the parties, to account for the portion of the Premises that has been taken. Landlord shall be entitled to and Tenant hereby assigns to Landlord the entire amount of any award in connection with such taking. Nothing in this Section shall give Landlord any interest in or preclude Tenant from seeking, on its own account, any award attributable to the taking of personal property or trade fixtures belonging to Tenant, or for the interruption of Tenant's business.

15. MECHANIC'S LIENS. Tenant agrees not to permit any lien for monies owing by Tenant to remain against the Premises for a period of more than thirty (30) days following discovery of the same by Tenant. Should any such lien be filed and not released or discharged within thirty (30) days after discovery of the same by Tenant, Landlord may at Landlord's option (but without any obligation so to do) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Premises which Tenant is obligated hereunder to pay and which may or might become a lien on the Premises. Tenant agrees to repay any sum so paid by Landlord upon demand therefor.

16. SUBORDINATION; FINANCING

16.1 Subordination. This Lease is and shall continue to be subordinate to any mortgage, deed of trust, or other security interest now existing or hereafter placed on the Landlord's interest in the Premises; provided, however, such subordination is subject to the condition that so long as Tenant continues to perform all of its obligations under this Lease its tenancy shall remain in full force and effect notwithstanding any resulting foreclosure or sale or transfer in lieu of such proceedings. Tenant agrees

at any time and from time to time to execute and deliver an instrument or instruments, in form and content reasonably necessary in Landlord's discretion, confirming the foregoing subordination.

16.2 Attornment. If Landlord's interest in the Premises is acquired by any purchaser, ground landlord, beneficiary under a deed of trust, mortgagee or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

16.3 Financial Information. Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord Tenant's most recent tax returns and financial statements as Tenant regularly prepares internally in the normal course of business. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements of Tenant and any guarantor required by such lender to facilitate the financing or refinancing of the Property within ten (10) business days of written request. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein.

17. ESTOPPEL CERTIFICATE. Tenant shall, within ten (10) business days after a request by Landlord, execute and deliver to Landlord a written statement certifying: (a) that none of the terms or provisions of this Lease has changed (or if changed, stating how they have been changed); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of the Base Rent, Additional Rent and other charges and the time period covered by such payment(s); (d) that Landlord is not in default under this Lease (or, if Landlord is in default, specifying such default); and (e) such other matters related to this Lease and the Premises as may be required by Landlord or its purchaser or encumbrancer. Tenant shall deliver such statement to Landlord within twenty (20) days after Landlord's request. Any such statement by Tenant may be given by Landlord to, and relied upon by, any prospective purchaser or encumbrancer of the Premises.

18. EVENTS OF DEFAULT; REMEDIES OF LANDLORD

18.1 Default by Tenant. Tenant shall be in default under this Lease if (a) Tenant abandons the Premises; (b) Tenant fails to pay any installment of Rent or any other sum due hereunder within five (5) days after receipt of written notice that such amount is due; (c) Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after receipt of written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion; or (d) Tenant becomes insolvent, a receiver is appointed for any part of Tenant's property, Tenant makes an assignment for the benefit of creditors, or any proceeding is commenced either by Tenant or against Tenant, under any bankruptcy or insolvency laws.

18.2 Remedies. On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, and without waiving or limiting any other right or remedy available to Landlord:

(a) Perform in Tenant's stead any obligation that Tenant has failed to perform, and Landlord shall be reimbursed promptly for any cost incurred by Landlord with interest from the date of such expenditure until paid in full at the Applicable Interest Rate.

(b) Terminate this Lease, in which case Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the unpaid Base Rent, Additional Rent and other charges that Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges that Tenant would have paid for the balance of the Term following termination exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) any other amount necessary to compensate Landlord for all the damages proximately caused by Tenant's failure to perform its obligations under the Lease or that in the ordinary course of things would be likely to result therefrom, including, but not limited to, (A) any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, (B) the cost of recovering possession of the Premises, and (C) the expenses of reletting, including necessary renovation or alteration of the Premises, Landlord's reasonable attorneys' fees incurred in connection therewith, and any leasing or other real estate commission paid or payable; and (iv) all free rent, the unamortized cost of any Landlord's work and any other similar concessions given to Tenant, if any.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises is located.

The rights and remedies of Landlord shall not be mutually exclusive and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Tenant confirms that damages at law may be an inadequate remedy for a breach or threatened breach by Tenant of any of the provisions of this Lease. Landlord's rights under this Lease shall be enforceable by specific performance, injunction or any other equitable remedy.

19. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

19.1 Surrender of Premises. Tenant agrees to surrender the Premises at the expiration, or sooner termination, of the Lease Term, or any extension thereof, in the same condition as when the Premises were delivered to Tenant, ordinary wear and tear excepted, and Tenant shall remove all of its personal property therefrom. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Premises to the same clean condition as when said Premises were delivered to Tenant, subject to casualty, and condemnation.

19.2 Holding Over. If Tenant remains in possession of the Premises after expiration of the Term, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant-at-sufferance at a rental rate equal to one hundred fifty percent (150%) times the Base Rent and one hundred percent (100%) of all additional rental in effect at the end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant fails to surrender the Premises after expiration or termination of the Term, Tenant shall indemnify, defend and hold harmless Landlord from all loss or liability, including, without limitation, any loss or liability resulting from any claim against Landlord made by any succeeding tenant founded on or resulting from Tenant's failure to surrender and losses to

Landlord due to lost opportunities to lease any portion of the Premises to succeeding tenants, together with, in each case, actual attorneys' fees and costs.

20. GENERAL PROVISIONS

20.1 Quiet Enjoyment. If and so long as Tenant pays the Rent reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Premises, subject, however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the quiet enjoyment and peaceful possession of the Premises throughout the Term.

20.2 Time of Essence. Time is of the essence with respect to any time periods or dates referenced in this Lease. Unless otherwise indicated, all references herein to "number of days" shall mean and refer to calendar days. "Business days" shall mean days other than Saturday, Sunday or any holiday on which the banks in the State of Utah are closed.

20.3 Force Majeure. Any failure on the part of either party to this Lease to perform any obligations hereunder, other than Tenant's obligation to pay monetary amounts, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

20.4 Notice. Any consent, request, notice or other communication required or contemplated by this Lease shall be in writing and shall be deemed properly given (a) if hand delivered, when delivered to a responsible officer or managing employee; (b) if mailed by United States certified mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day; or (d) if by email, on the next business day after sending, to the addresses set forth on the signature page, or at such other address as the party to be served with notice has furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

20.5 Recording. Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord.

20.6 Broker's Commissions. Landlord and Tenant each warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease and each agrees to indemnify and hold the other harmless from and against any claims by any broker, agent or person (other than those set forth above) claiming a commission or other form of compensation related to this leasing transaction.

20.7 Entire Agreement. This Lease and the exhibits, and any addenda and schedules, if any, constitute the entire agreement between the parties and supersede any prior discussions, negotiations or writings. Any guaranty for this Lease is an integral part of this Lease and constitutes consideration given to Landlord to enter in this Lease. No subsequent amendment or modification of this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by all parties hereto. If any

provision contained in any exhibit, addenda and schedule is inconsistent with a provision in the body of this Lease, the provision contained in said exhibit, addenda or schedules shall control.

20.8 Provisions Binding. Subject to the other provisions of this Lease, including, specifically and without limitation, Section 10, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representative, heirs, successors, and assigns. Notwithstanding the foregoing, in the event of any transfer, sale or assignment (except for purposes of security or collateral) by Landlord of the Premises, the Property, or this Lease, Landlord shall (irrespective of when such sale or assignment occurs) be automatically and entirely relieved of all of its covenants and obligations contained in or derived from this Lease, or arising out of any act, occurrence or omission related to the Premises, and occurring after the consummation of such transfer, sale or assignment and such obligations and covenant shall, as of the time of such transfer, sale or assignment, automatically pass to Landlord's successor in interest.

20.9 No Waiver. No failure by any party to insist on the strict performance of any covenant, duty or condition of this Lease or to exercise any right or remedy under this Lease shall constitute a waiver of any such breach or of such or any other covenant, duty or condition. A party may waive any of its rights or any conditions to its obligations under this Lease, or any covenant or duty of any other party, only by written notice delivered in the manner provided in this Lease.

20.10 Survival. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or to perform any act pursuant to this Lease, including Section 12, shall survive the expiration or early termination of this Lease.

20.11 Governing Law. This Lease shall be governed by and construed in accordance with Utah law. Landlord and Tenant expressly and irrevocably agree that any action or claim to enforce the provisions of this Lease shall be brought in a state or federal court situated in the State of Utah, and Tenant irrevocably consents to personal jurisdiction in the State of Utah for the purposes of any such action or claim. Tenant further irrevocably consents to service of process, summons, notice or other document by registered mail pursuant to Section 20.4, which shall be effective service of process for any suit, action or other proceeding brought in any such court.

20.12 Waiver of Trial by Jury. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER, UPON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

20.13 Attorneys' Fees. If Tenant (including any assignee or subtenant of Tenant) or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any legal costs or expenses that the Nondefaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include attorneys' fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Tenant shall be responsible for all expenses, including, without limitation, attorneys' fees, incurred by Landlord in any case or proceeding involving any assignee or subtenant of Tenant. Furthermore, if any legal proceeding for breach of or to enforce the provisions of this Lease is commenced, in bankruptcy or

otherwise, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs at trial and upon appeal. The non-prevailing party in such action shall pay such attorneys' fees and costs. The provisions of this Section shall survive the expiration of the Term or sooner termination of this Lease.

20.14 Recourse by Tenant. Anything in this Lease to the contrary notwithstanding, Tenant agrees that (a) Tenant shall look solely to the estate and interest of Landlord in the Property, subject to prior rights of any mortgagee, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease to be observed or performed by Landlord, and (b) no other assets of Landlord or any of its members, managers, successors or assigns shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

20.15 Rules and Regulations. Tenant and the Tenant Related Parties shall faithfully observe and comply with all of the rules and regulations established by Landlord, and Landlord may from time to time reasonably amend, modify or make additions to or deletions from such rules and regulations. Such amendments, modifications, additions and deletions shall be effective on notice to Tenant. Landlord shall not be liable to Tenant for the failure of any other tenant or person to observe any such rules and regulations.

20.16 Representation Regarding Authority. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

20.17 No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto.

20.18 Construction of Terms. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph. Unless otherwise set forth in this Lease, all references to sections are to section in this Lease. Use of the word "including" and its derivatives shall mean "including without limitation." Each provision to be performed by Tenant shall be construed to be both a covenant and a condition. The term "person" shall include an individual, corporation, partnership, limited liability company, trust, governmental agency and/or other entity.

20.19 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

20.20 Counterparts. This Lease may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or electronic signature (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com),

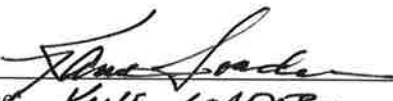
or any other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank. Signature page follows immediately.]

Final Draft August 16, 2021

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first set forth above.

LANDLORD: TRANS-JORDAN CITIES, an interlocal agency
and political subdivision of the State of Utah

By: 
Name: KANE LOADER
Title: BOARD CHAIR

Address:
P.O. Box 95610
South Jordan, Utah 84095
Attention: Jaren Scott
Email: jarenscott@transjordan.org

TENANT: ZIPLINE INTERNATIONAL INC.,
a Delaware corporation

DocuSigned by:
By: 
Name: FB01CED9C712400...
Title: COO

Address:
333 Corey Way
South San Francisco, California 94080
Attention: Liam O'Connor
Email: Liam@flyzipline.com

EXHIBIT A
DEPICTION OF THE PREMISES

[To Be Attached]

EXHIBIT B
NOTICE OF COMMENCEMENT DATE


All capitalized terms not otherwise defined in this instrument have the meanings ascribed to them in that certain Lease Agreement dated _____, 2021, by and between the undersigned (the "Lease"). Landlord hereby notifies Tenant as follows:

1. The Commencement Date is _____, 20__.
2. The initial Term of the Lease expires on _____, unless the Lease is sooner terminated in accordance with the terms and conditions of the Lease, or extended.

DATED this _____ day of _____, 20__.

LANDLORD

TRANS-JORDAN CITIES, an interlocal agency
and political subdivision of the State of Utah

By: 
Name: KANE LOADER
Title: BOARD CHAIR

TENANT

ZIPLINE INTERNATIONAL INC.,
a Delaware corporation

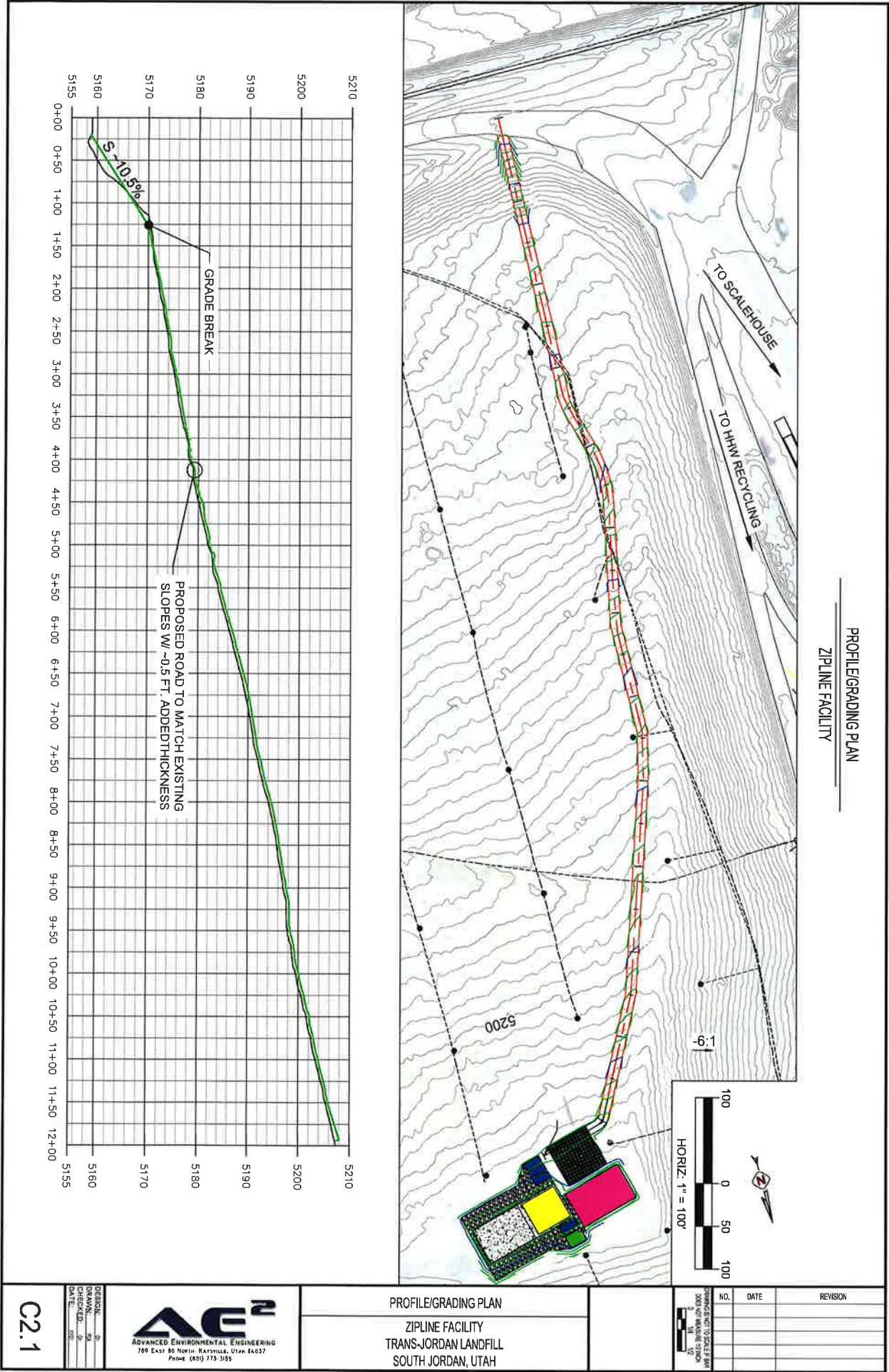
By: _____
Name: _____
Title: _____

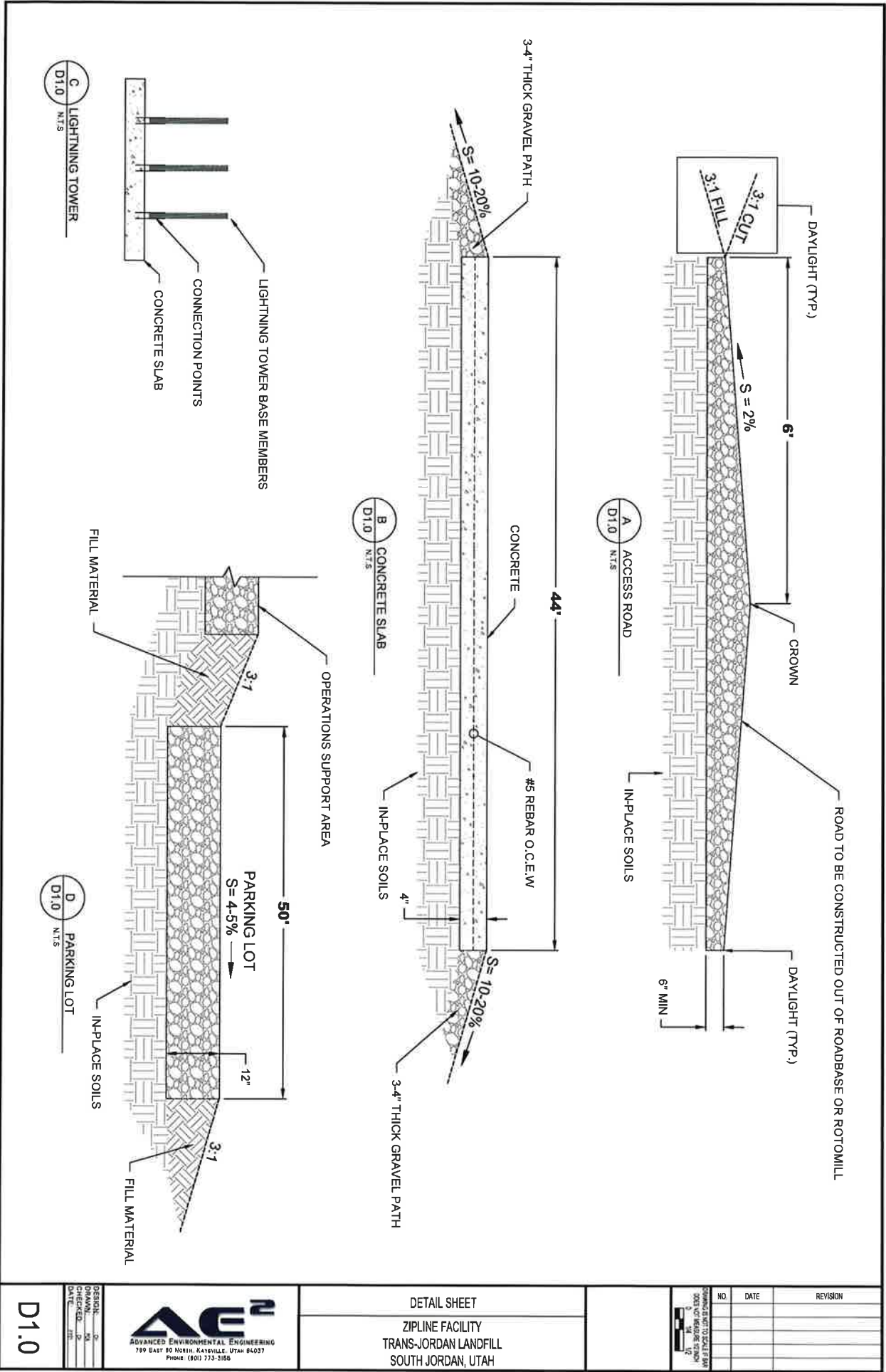
EXHIBIT C
TENANT'S BUILD-OUT PLANS AND SPECIFICATIONS

[To Be Attached]

ZIPLINE FACILITY

8





SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11/09/2021

Issue: RIVERPARK RET9 REZONE
Rezone from P-O (Professional - Office) to C-C (Commercial - Community)
Zone

Address: 10620 S. River Front Parkway
File No: PLZBA202100246
Applicant: Gina Jensen, RiverPark Group

Submitted by: Damir Drozdek, Planner III
Jared Francis, Senior Engineer

Staff Recommendation (Motion Ready): I move that the Planning Commission recommend that the City Council **approve** rezone Ordinance No. 2021-11-Z.

ACREAGE:	Approximately 1 acre
CURRENT ZONE:	P-O (Professional Office) Zone
CURRENT USE:	Vacant Land and Surface Parking
FUTURE LAND USE PLAN:	EIO (Economic Infill Opportunity)
NEIGHBORING ZONES/USES:	North – C-C / UDOT Storm Drain Detention Parcel South – P-O / Parking and Retail West – P-O / Parking and Retail East – C-C / Parking and Retail

STANDARD OF APPROVAL:

2. REZONE:

The rezoning of property may not be considered if the proposed zoning does not conform to the [G]eneral [P]lan. The following guidelines shall be considered in the rezoning of parcels:

- A. The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

(City Code § 17.22.020)

BACKGROUND:

The applicant seeks to amend the Zoning Map on an approximately 1.3 acre property located at 10620 S. River Front Parkway. The property is currently zoned Professional Office (P-O). If the rezone to Commercial Community (C-C) is approved, the applicant intends to develop the property as an eating establishment.

The property is located between Brick Oven Pizza to the west and Gecko's Mexican Grill to the east of it. A UDOT storm drain detention basin is located to the north while surface parking lots and some retail buildings are located to the south of it. The majority of the subject parcel is developed as a surface parking lot with the exception of an undeveloped pad site at the north end.

The north end of the property is proposed to be developed as a restaurant. The building is proposed to be leased out to two tenants with both having their own dedicated drive-through lane. The change in zoning is being proposed since the current zone (P-O) does not allow drive-through facilities while the proposed C-C zone has no such restrictions. The requested zone change, if approved, will allow the applicant to develop the property as an eating establishment containing drive-through lanes.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The proposed zone change will not detrimentally impact any of the surrounding properties, but it will in effect be mutually beneficial.
- Restaurant use is widely established within the RiverPark Corporate Center office park.
- "Economic Infill Opportunity" land use designation is defined in the General Plan as follows: "Economic Infill Opportunity identifies areas within existing Economic Centers that could support infill or redevelopment of additional commercial, retail and entertainment uses to support and bolster existing uses. Development or redevelopment in these areas shall include public space for gathering such as plazas or parks and be designed with the pedestrian in mind. These areas could support land uses such as retail, restaurants, hotels, entertainment venues, or open space and could strive to include unique design elements to give each commercial center its own identity."

Conclusion: Based on the findings and information provided in the application City staff believes the rezone should be approved because it meets the standard of approval for rezones and is consistent with the goals of the Economic Infill Opportunity land use designation and General Plan.

Recommendation: Based on the findings and conclusion listed above, Staff recommends that the Planning Commission take comments at the public hearing and **recommend approval** of 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.

FISCAL IMPACT:

A fiscal impact analysis table and graphics are attached to the report that show that revenues from the project will be sufficient to cover the cost of City services.

ALTERNATIVES:

- Recommend approval of an amended application.
- Recommend denial of the application.
- Schedule the application for a decision at some future date


SUPPORT MATERIALS:

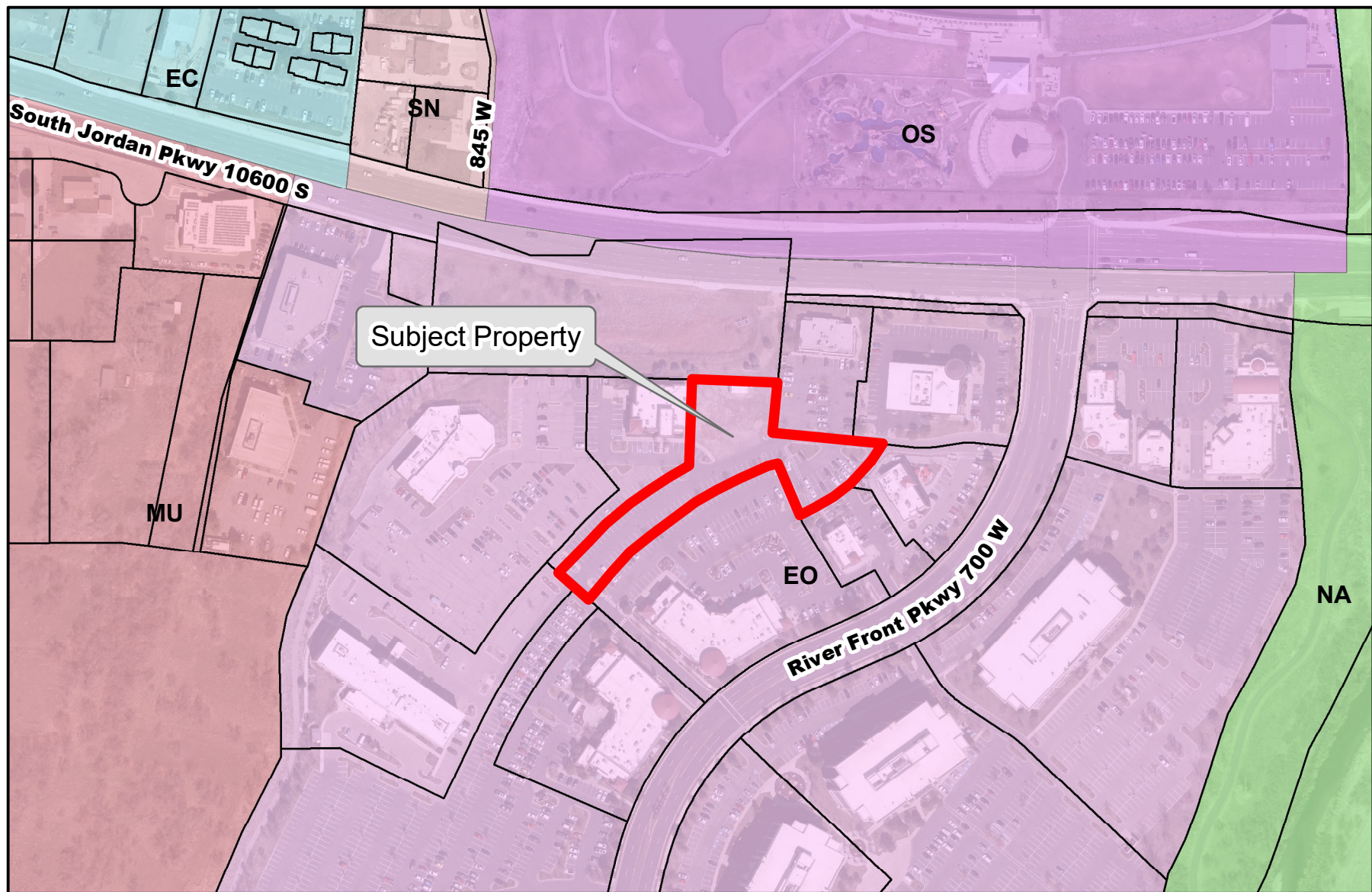
- Aerial Map
- Future Land Use Map
- Zoning Map
- Proposed Site Plan
- Building Elevations
- Infrastructure Analysis
- Fiscal Analysis
- Subdivision Plat Map
- Ordinance 2021-11-Z
 - Exhibit 'A' – Zoning Map



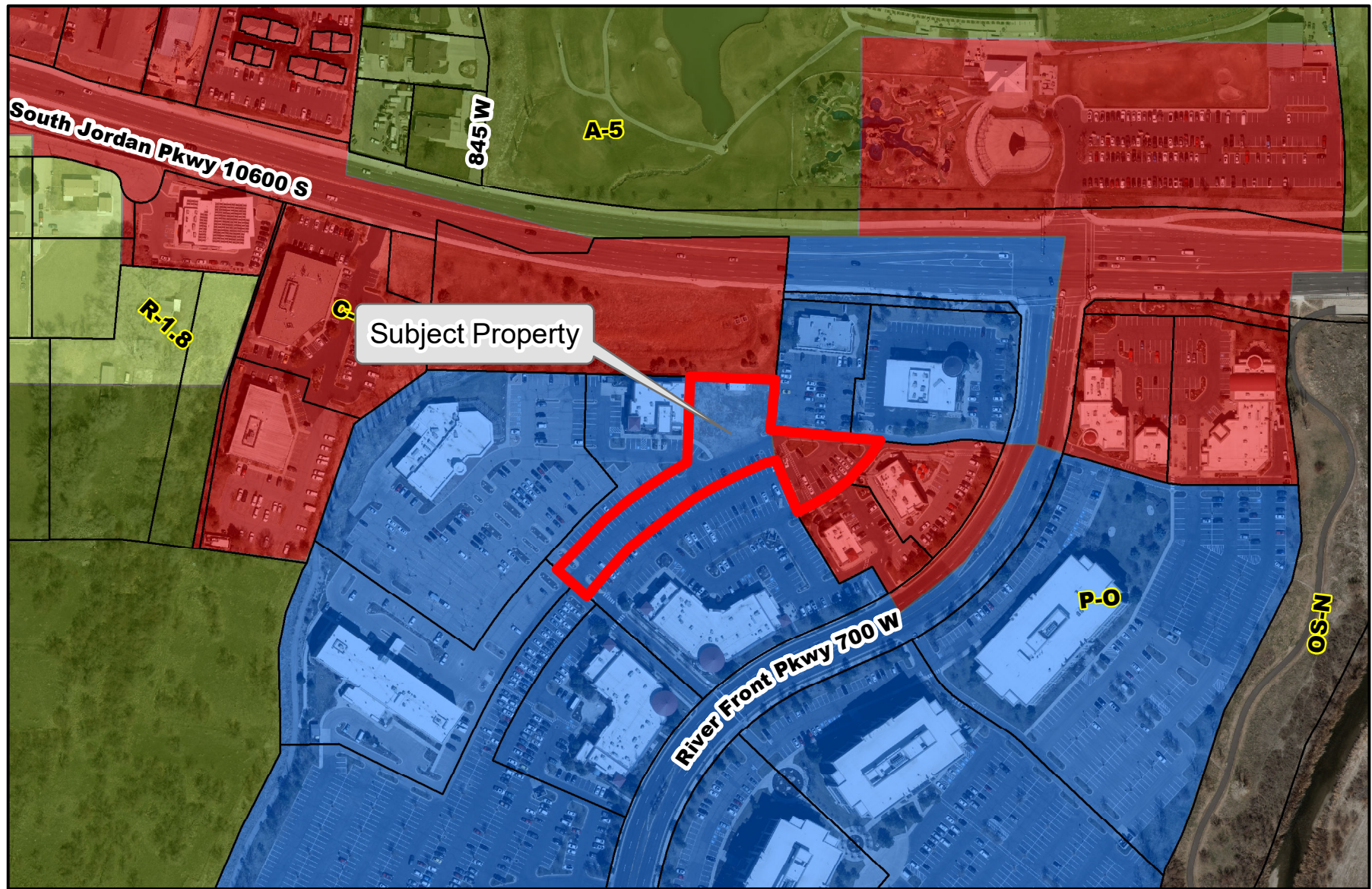
Damir Drozdek, AICP
Planner III
Planning Department




<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<p>Aerial Map</p> <p><i>City of South Jordan</i></p>	<p>0 80 160 320 480 640 Feet</p> <p>Aerial Imagery 2021</p> 
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<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<p>Future Land Use Map</p> <p><i>City of South Jordan</i></p>	<p>0 80 160 320 480 640 Feet</p> <p>Aerial Imagery 2021</p> 
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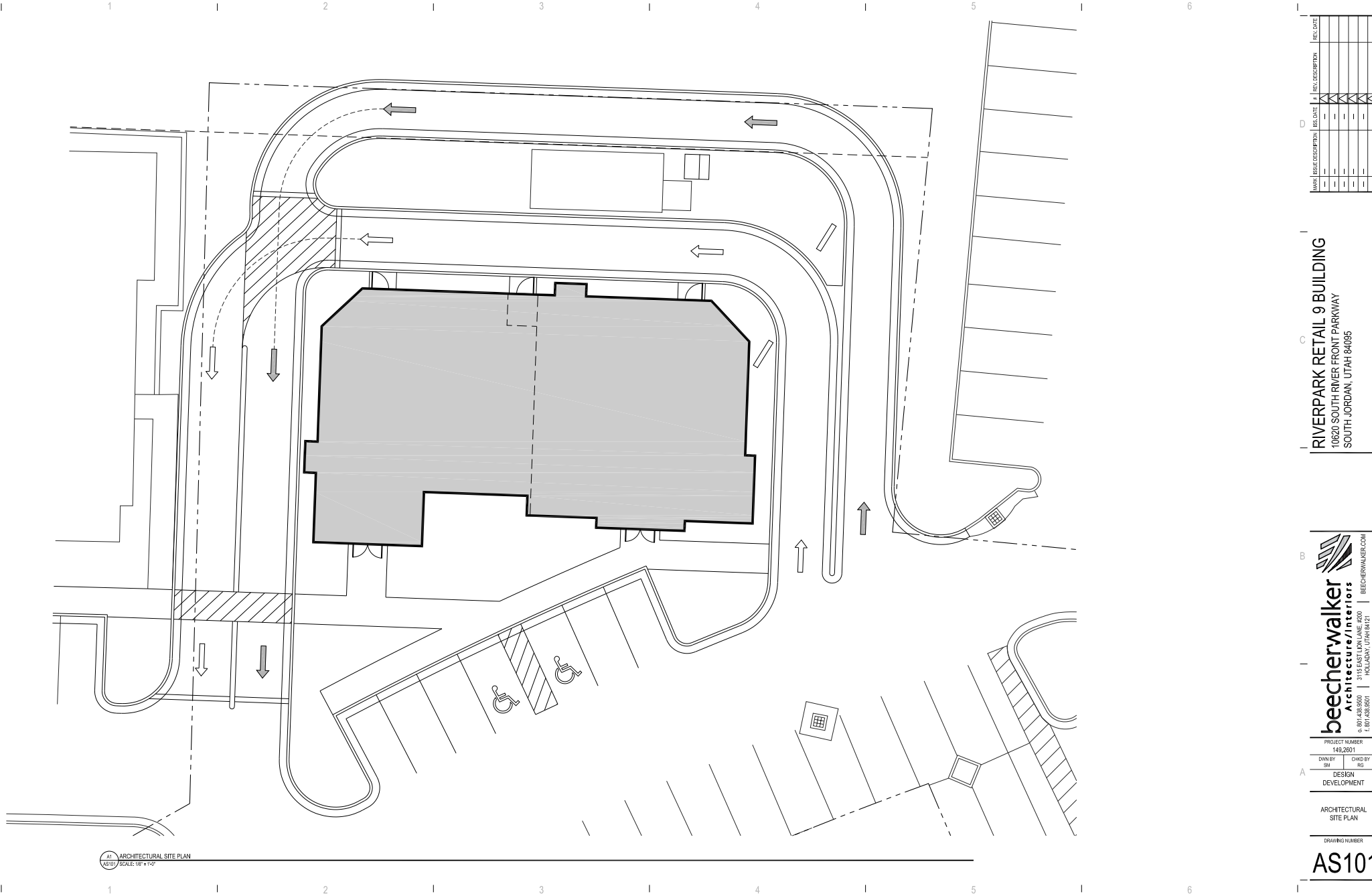
<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <p><i>City of South Jordan</i></p>	<p>0 80 160 320 480 640 Feet</p> <p>Aerial Imagery 2021</p> 
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C

B

A



ARCHITECTURAL SITE PLAN
SCALE: 1/8" = 1'-0"

NO.	REV. DATE	REV. DESCRIPTION
1		
2		
3		
4		
5		
6		

RIVERPARK RETAIL 9 BUILDING
10620 SOUTH RIVER FRONT PARKWAY
SOUTH JORDAN, UTAH 84095

beecherwalker
Architecture/interiors
311 EAST LON LANE, #200
HOLLADAY, UTAH 84121
P: 801.438.5501
F: 801.438.5501
WWW.BEECHERWALKER.COM

PROJECT NUMBER	149,2601
DRAWN BY	CHKD BY
SM	RS
DESIGN	DEVELOPMENT

ARCHITECTURAL
SITE PLAN

DRAWING NUMBER

AS101

C:\Users\matt\Documents\RIVERPARK RETAIL 9 BUILDING_V02_matt@beecherwalker.com\4
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B
A

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1

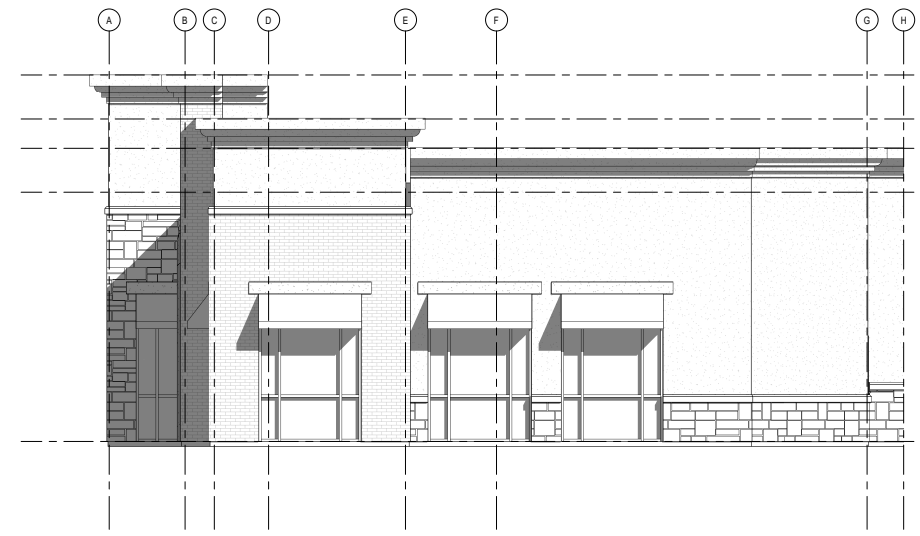
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3

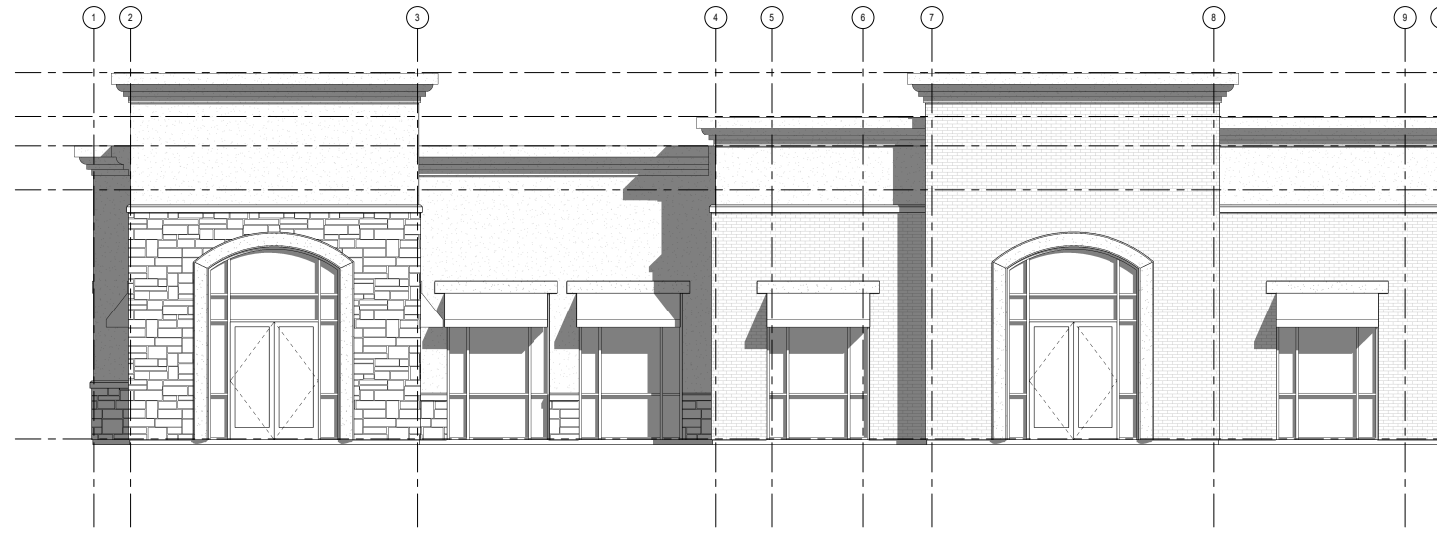
4

5

6



C3 EAST ELEVATION
A201 1/4" = 1'-0"



A1 SOUTH ELEVATION
A201 1/4" = 1'-0"

ELEVATION GENERAL NOTES:

- A. SEE A600 SERIES SHEETS FOR DOOR AND WINDOW TYPE ELEVATIONS.
- B. COORDINATE WINDOW HEIGHTS WITH WINDOW TYPE ELEVATIONS AND EXTERIOR ELEVATIONS.
- C. USE IMPACT RESISTANT EFS WITHIN 4" OF SIDEWALKS AND BUILDING ENTRANCES.

ELEVATION GENERAL NOTES:

- A. SEE A600 SERIES SHEETS FOR DOOR AND WINDOW TYPE ELEVATIONS.
- B. COORDINATE WINDOW HEIGHTS WITH WINDOW TYPE ELEVATIONS AND EXTERIOR ELEVATIONS.
- C. MECHANICAL CONTRACTOR TO COMBINE FACE PLATES FOR DRYER VENT AND EXHAUST ON EXTERIOR OF BUILDING.
- D. STUCCO CONTROL JOINTS TO BE PLACED AS SHOWN ON ELEVATIONS BUT NO LENGTH SHOULD BE GREATER THAN 18 FT. IN EITHER DIRECTION BETWEEN JOINTS.
- E. NO STUCCO PANEL SHOULD EXCEED 144 SQ. FT. FOR VERTICAL APPLICATION.
- F. NO STUCCO PANEL SHOULD EXCEED 160 SQ. FT. FOR HORIZONTAL, CURVED, OR ANGULAR SECTIONS.
- G. NO STUCCO PANEL LENGTH-TO-WIDTH RATIO SHOULD EXCEED 2:1 IN A GIVEN PANEL.
- H. A STUCCO CONTROL JOINT SHOULD BE PLACED AT EACH HORIZONTAL FLOOR SUBSTRATE FRAMING CHANGE.

GLAZING LEGEND

- 1" INSULATED CLEAR GLAZING
- 12" CLEAR BUTT GLAZING
- 1" INSULATED CLEAR TEMPERED GLAZING
- 12" INSULATED CLEAR TEMPERED BUTT GLAZING
- SPANDREL GLAZING PANEL

EXTERIOR MATERIALS LEGEND

- EPS MANUF. COLOR
- BRICK MANUF. COLOR
- CLEAR GLASS MANUF. COLOR
- SPANDREL GLASS MANUF. COLOR

KEYNOTE LEGEND

REV.	DATE	DESCRIPTION
A		
B		
C		
D		

RIVERPARK RETAIL 9 BUILDING
10020 SOUTH RIVER FRONT PARKWAY
SOUTH JORDAN, UTAH 84095

beecherwalker
Architecture/Interiors
P. 801.438.9500 | 3115 EAST LION LANE #200 | BEECHERWALKER.COM
F. 801.438.9501 | HOLIDAY, UTAH 84121

PROJECT NUMBER
Project Number
DESIGN DEVELOPMENT
EXTERIOR ELEVATIONS
DRAWING NUMBER

A201

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C:\Users\matt\Documents\RIVERPARK RETAIL 9 BUILDING_V02_matt@beecherwalker.com\4
PRINTED AT: 10/20/2024 1:23:25 PM

1

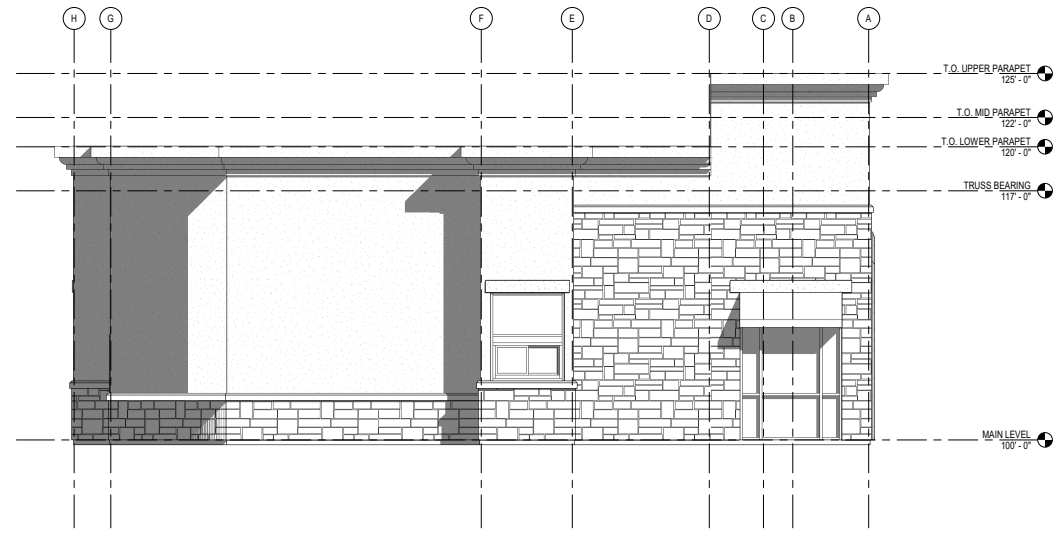
2

3

4

5

6



C3 WEST ELEVATION
1/4" = 1'-0"

ELEVATION GENERAL NOTES:

- A. SEE A600 SERIES SHEETS FOR DOOR AND WINDOW TYPE ELEVATIONS.
- B. COORDINATE WINDOW HEIGHTS WITH WINDOW TYPE ELEVATIONS AND EXTERIOR ELEVATIONS.
- C. USE IMPACT RESISTANT EFS WITHIN 4" OF SIDEWALKS AND BUILDING ENTRANCES.

ELEVATION GENERAL NOTES:

- A. SEE A600 SERIES SHEETS FOR DOOR AND WINDOW TYPE ELEVATIONS.
- B. COORDINATE WINDOW HEIGHTS WITH WINDOW TYPE ELEVATIONS AND EXTERIOR ELEVATIONS.
- C. MECHANICAL CONTRACTOR TO COMBINE FACE PLATES FOR DYER VENT AND EXHAUST ON EXTERIOR OF BUILDING.
- D. STUCCO CONTROL JOINTS TO BE PLACED AS SHOWN ON ELEVATIONS BUT NO LENGTH SHOULD BE GREATER THAN 18 FT. IN EITHER DIRECTION BETWEEN JOINTS.
- E. NO STUCCO PANEL SHOULD EXCEED 144 SQ. FT. FOR VERTICAL APPLICATION.
- F. NO STUCCO PANEL SHOULD EXCEED 160 SQ. FT. FOR HORIZONTAL, CURVED, OR ANGULAR SECTIONS.
- G. NO STUCCO PANEL LENGTH-TO-WIDTH RATIO SHOULD EXCEED 2:1 IN A GIVEN PANEL.
- H. A STUCCO CONTROL JOINT SHOULD BE PLACED AT EACH HORIZONTAL FLOOR SUBSTRATE FINISHING CHANGE.

GLAZING LEGEND

- 1" INSULATED CLEAR GLAZING
- 12" CLEAR BUTT GLAZING
- 1" INSULATED CLEAR TEMPERED GLAZING
- 12" INSULATED CLEAR TEMPERED BUTT GLAZING
- SPANDREL GLAZING PANEL

EXTERIOR MATERIALS LEGEND

- EPS MANUF. COLOR
- BRICK MANUF. COLOR
- CLEAR GLASS MANUF. COLOR
- SPANDREL GLASS MANUF. COLOR

KEYNOTE LEGEND

- T.O. MID PARAPET 122'-0"
- T.O. LOWER PARAPET 120'-0"
- TRUSS BEARING 117'-0"
- MAIN LEVEL 100'-0"

A1 NORTH ELEVATION
1/4" = 1'-0"

1

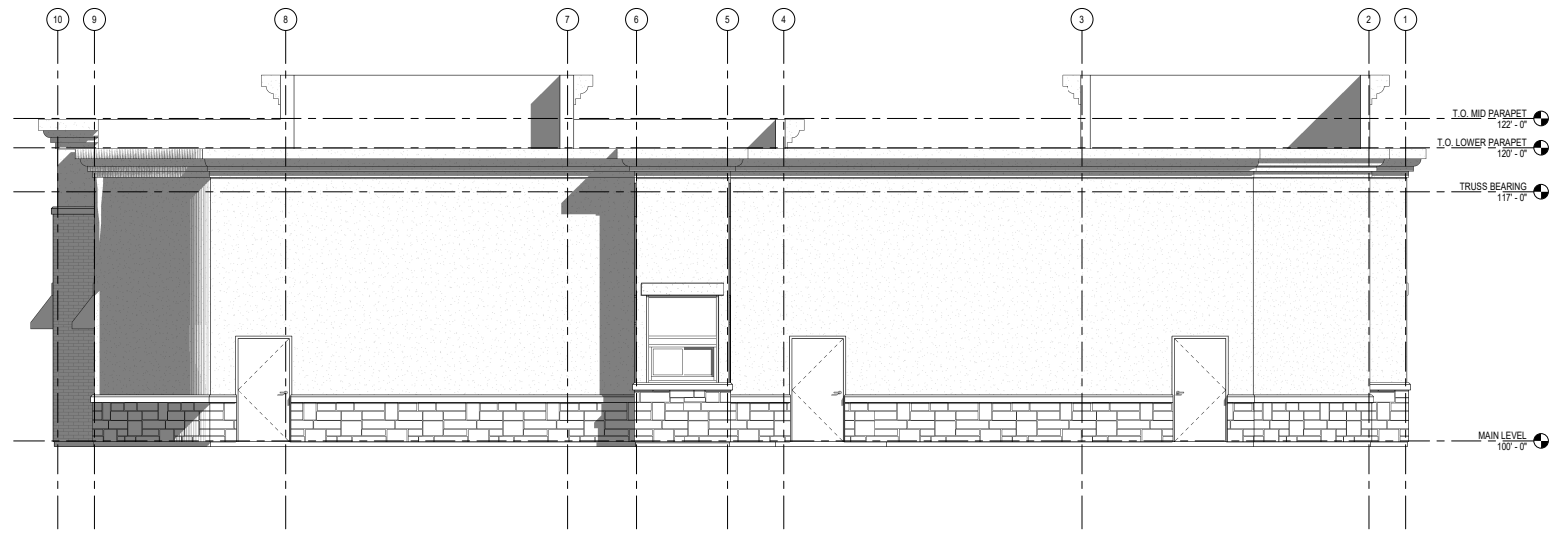
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RIVERPARK RETAIL 9 BUILDING
10020 SOUTH RIVER FRONT PARKWAY
SOUTH JORDAN, UTAH 84095

beecherwalker
Architecture/Interiors
P.O. BOX 438-9500 3115 EAST LION LANE #200 BEECHERWALKER.COM
SOUTH JORDAN, UTAH 84095
P. 801.438.9501 F. 801.438.9501

PROJECT NUMBER
Project Number
DESIGNED BY
SM
DRAWN BY
RG

DESIGN DEVELOPMENT

EXTERIOR ELEVATIONS

DRAWING NUMBER

A202

LAND USE AMMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	River Park RET9 Rezone
----------------------------	------------------------

Planner Assigned	Damir Drozdek
Engineer Assigned	Jared Francis

The Engineering Department has reviewed this application and has the following comments:

Transportation: *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The subject property will be accessed from River Front Parkway, through shared drive aisles which are part of the surrounding commercial development.

Culinary Water: *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

There is an existing City owned, 8" water main running across the frontage of the undeveloped property. Fire hydrants will be required on site as per City standards.

Secondary Water: *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

There doesn't appear to be a City owned secondary water system adjacent to the project site. If the proposed zoning is approved, a secondary water feasibility study will not be required.

Sanitary Sewer: *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*

Connection requirements will be determined by the South Valley Sewer District.

Storm Drainage: *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*


In order to comply with State and City guidelines, the proposed development must retain on site, through use of approved low impact development devices and best management practices, all rainfall events less than or equal to the 80th percentile rainfall event. There is a shared commercial development storm drain system throughout the adjacent parking areas. The development will either need to retain all of its storm water on site or tie into this storm drain system to accommodate storm events greater than the 80th percentile.

Other Items: *(Any other items that might be of concern)*

Report Approved:


Development Engineer

11/3/2021
Date


Brad Klavano, PE, PLS
Director of Development Services/City Engineer

11/3/2021
Date

Project Analysis

Project: I Riverpark
October 27, 2021

Scenario Descriptions

Scenario 1: No Change (P-O)

Professional Office - P-O

Financial Summary by Scenario

Direct Impact (General Fund)	No Change (P-O)	C-C
Revenue	\$ 3,870	\$ 21,860
Property Tax	\$ 3,459	\$ 3,459
Sales Tax (direct)	\$ 10	\$ 18,000
Other	\$ 400	\$ 400
Expenses	\$ 4,871	\$ 4,871
Roads	\$ -	\$ -
Emergency Serv.	\$ 2,185	\$ 2,185
Parks	\$ -	\$ -
Other	\$ 2,686	\$ 2,686
Total	\$ (1,002)	\$ 16,988
Per Acre	\$ 2,909.47	\$ 16,435.78
Per Unit	\$ -	\$ -
Per Person	\$ -	\$ -

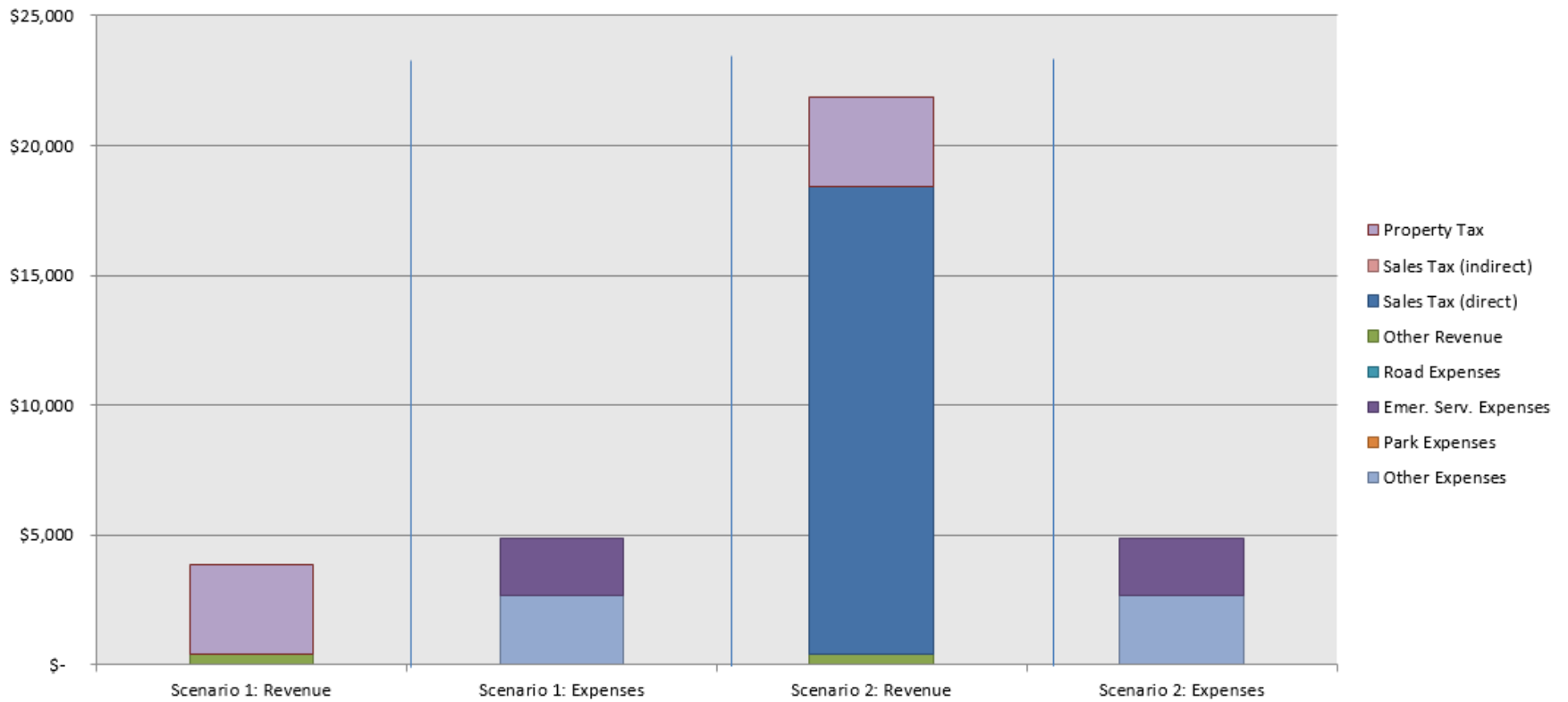
Indirect Impact

Potential Retail Sales	\$ -	\$ -
Sales Tax (indirect)	\$ -	\$ -

*Other Revenue - Includes Permits, Licenses, Motor Vehicle Tax, Energy Sales & Use Tax, Telecommunications Tax, and Cable Franchise Tax.

** Other Expense - Includes all other General Fund Expenses excluding Roads, Emergency Services, and Parks.

Annual General Fund Impact



Scale: 1" = 60'



Graphic Scale

This amended subdivision plat was requested by RiverPark Corporate Center for the purpose of dividing Lots 18 and 19 into (4) Four platted lots.

Salt Lake County Brass Cop Monuments were found at the East Quarter corner and the Southeast corner of Section 14, T3S, R1W. A line bearing S 0°34'34" W between these two monuments was used as basis of bearing.

Lot corners were monumented as depicted on this drawing.

East Quarter corner of Section
14, T3S, R1W, SLB&M, U.S.
Survey (Found Salt Lake
County Brass Cop in concrete)



made on the ground in accordance
as depicted on the drawing.

4-6-2014
No. 6242920
ANDY HUBBARD
Andy Hubbard
STATE OF UTAH

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots as shown on this plat, and name said tract RiverPark Corporate Center Subdivision - Retail Phase Two Lots 18 & 19 Amended, and hereby dedicate, to South Jordan City, a Utah municipal corporation, those certain strips as easements for public utility purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines, as may be authorized by South Jordan City.

RiverPark Retail Seven, LLC,
 by its Manager
 RiverPark Retail Two, LLC,
 by its Manager
 RiverPark Holdings, LLC

By David S. Layton, Manager

RiverPark Retail Ten, LLC,
 by its Manager
 RiverPark Retail Two, LLC,
 by its Manager
 RiverPark Holdings, LLC

By David S. Layton, Manager

State of Utah
County of Salt Lake

The foregoing instrument was acknowledged before me this 15th day of September 2011, by David S. Layton, the Manager of RiverPark Holdings, LLC, the Manager of RiverPark Retail Two, LLC, the Manager of RiverPark Retail Seven, LLC.

Residing at: Salt Lake County

State of Utah
County of Salt Lake

The foregoing instrument was acknowledged before me this 15th day of September, 2011, by David S. Layton, the Manager of RiverPark Holdings, LLC, the Manager of RiverPark Retail Ten, LLC, and the Manager of RiverPark Retail Ten, LLC.

Residing at: Salt Lake County

Commission Expires: 7-9-2012

Robert R. Brown
Robert R. Brown
Notary Public

State of Utah
County of Salt Lake ^{1ss}

The foregoing instrument was acknowledged before me this 15th day of October 2011, by Shirley Evans the vill president of U.S. Bank National Association.

Residing at: 1015 Lake View

A Notary Public commissioned in Utah

Commission Expires: 10/15/2014

All of Lots 18 & 19 RiverPark Corporate Center Subdivision - Relaji Phase Two, a recorded subdivision located in South Jordan City, Salt Lake County, Utah, according to the official plat thereof.

2. Surveyor and or engineer, certifies that all known or recorded easements, claims of easements or encumbrances listed in the title report dated July 29, 2011 prepared by First American Title Insurance Agency are shown on this plat. Owner further certifies that the legal description of the property referenced in the title report matches the description shown on this plat.

J. Many areas in South Jordan City have ground water problems due to a high or fluctuating water table. Approval of this plot does not constitute representation by the City that the building at any specific elevation will solve groundwater problems, if any.


4. 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 on 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 of 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 changed and/or amended.

"The signature of South Valley Sewer District on this plot does not constitute any guarantee of availability of sanitary sewer service to the property or any approval of sewer lines or facilities. The owner(s) of the property must provide satisfactory plans to the Sewer District for review and approval before connecting to the District's sewer system and will be required to comply with the District's rules and regulations."

Approved as to form this 26th day
of October, A.D. 2011

EC'd [Signature] 26 Oct 2011
Salt Lake County Flood Control
PC Permit Not Required! Sidewalk 27-14-42

Approved as to form this 14 day
of December, A.D. 2011
Neil E. Loren
Salt Lake County Health Department


Approved as to form this 32 day
of Dec, A.D. 20 11

South Valley Sewer District

Approved as to form this 29th day
of December, A.D. 2011

Anna M. Kress William Kress

Approved as to form this 22 day
of December, A.D. 2011

Burt Klumwieser
South Jordan City Engineer

COMMUNITY DEVELOPMENT DEPARTMENT
Approved this 22nd day of December
2011, by the South Jordan City Community
Development Director.


OFFICE OF THE CITY ATTORNEY
Approved as to form this 29th day
of DECEMBER, A.D. 2011
Dan W. Jones
Attorney for South Jordan City

STATE OF UTAH, COUNTY OF SALT LAKE, RECORD
AND FILED AT THE REQUEST OF DEAN
DATE 11/1/83 TIME 8:30 AM BY DEAN
FEE: 1.00 1.00

 **GREAT BASIN**
ENGINEERING

5746 SOUTH 1475 EAST OGDEN, UTAH 84403
MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

W:\Overpark Subdivision Plans\final Phase 2 Plat Amended 8-4-2011.dwg, 9/8/2011 9:15:44 AM, Rebecca, 1:1

27-14-476-0796030

27-14-47

342

ORDINANCE NO. 2021-11-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 10620 S. RIVER FRONT PARKWAY FROM THE P-O ZONE TO THE C-C ZONE.

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 City Code) with the accompanying Zoning Map; and

WHEREAS, the Applicant, Gina Jensen, proposed that the City Council amend the Zoning Map by rezoning the property described in the attached Exhibit A; 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 PLZBA202100246 located in the City of South Jordan, Utah is hereby reclassified from the P-O Zone to the C-C Zone on property described in the attached **Exhibit A**.

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 immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2021 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

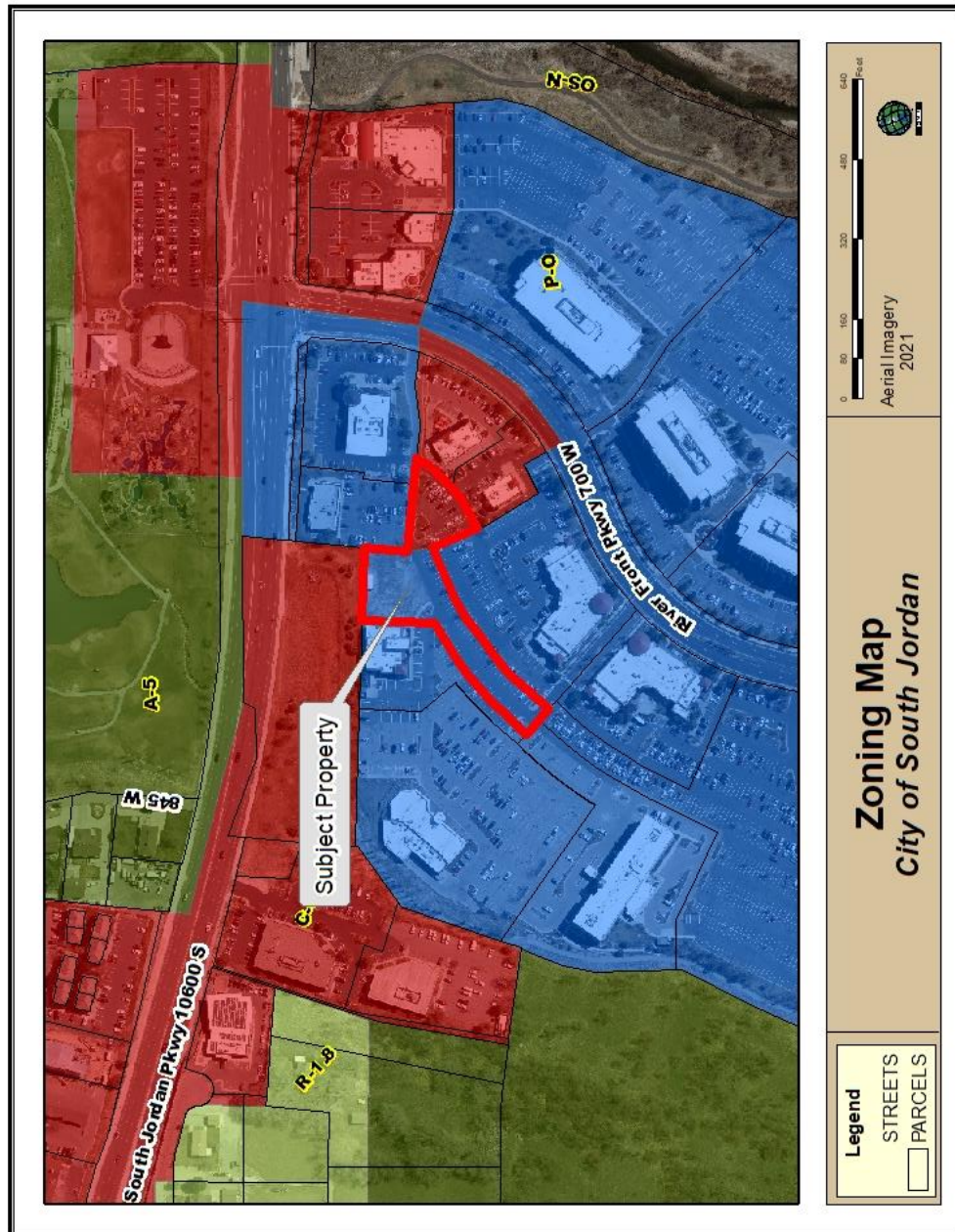
Approved as to form:

Office of the City Attorney

EXHIBIT A

(Property Description)

Remainder of Lot 18B of the RiverPark Corporate Center Subdivision – Retail Phase Two Lots 18 & 19 Amended (Parcel No. 27-14-426-043)



SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11/09/2021

Issue: **SOJO TOWNHOMES AT 114TH
LAND USE AMENDMENT AND REZONE**
Land use amendment from SN (Stable Neighborhood) and EC (Economic Center) to RDO (Residential Development Opportunity), and a rezone from A-5 (Agricultural, min. 5 acre lot), R-1.8 (Single-Family Residential, 1.8 lots per acre) and R-2.5 (Single-Family Residential, 2.5 lots per acre) Zone to R-M-PD (Residential-Multiple-Planned Development Floating Zone) Zone

Address: Approximately 1500 W. 11400 S.
File No: PLZBA202100089
Applicant: Jake Ackerman

Submitted by: Damir Drozdek, Planner III
Jared Francis, Senior Engineer

Staff Recommendation (Motion Ready):

I move that the Planning Commission recommend that the City Council **approve** the following:

- Resolution R2021-34 authorizing the Mayor to sign the development agreement;
 - Resolution R2021-33 approving the land use amendment; and
 - Ordinance No. 2021-10-Z approving the zone change.
-

ACREAGE:	Approximately 3.5 acres
CURRENT ZONE:	A-5 (Agricultural, min. 5 acre lot), R-1.8 (Single-Family Residential, 1.8 lots per acre) and R-2.5 (Single-family residential, up to 2.5 lots per acre) Zone
CURRENT USE:	Single-family residences
FUTURE LAND USE PLAN:	SN (Stable Neighborhood) & EC (Economic Center)
NEIGHBORING ZONES/USES:	North – A-5 & R-2.5 / Single-family residences and LDS Chapel grounds South – MU-SOUTH (PD) & R-1.8 / 11400 South West – A-5 / LDS Chapel East – R-M (PD) / Bingham Court-townhomes and single-family residences

STANDARD OF APPROVAL

1. LAND USE AMENDMENT:

The general plan may be amended by resolution of the city council as follows:

- A. The process to amend the general plan and future land use map may be initiated by members of the city council, by the city manager or community development director, or by the owner of a subject property or his or her agent. A general plan land use or text amendment which is not initiated by the city may not be reinitiated for an amendment which was considered within the previous year without a majority vote of the city council. A land use amendment should not impair the development potential of the subject parcel or neighboring properties.
- B. The planning commission shall hold a public hearing, as required by state law, after which the commission may modify the proposed general plan amendment. The planning commission shall then forward the proposed general plan amendment to the city council.
- C. After receiving the recommendation of the planning commission, the city council shall hold a public hearing, and may accept, accept with modifications, or reject the proposed general plan amendment.

(City Code § 17.12.030)

2. REZONE:

The rezoning of property may not be considered if the proposed zoning does not conform to the general plan. The following guidelines shall be considered in the rezoning of parcels:

- A. The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

(City Code § 17.22.020)

BACKGROUND:

The applicant seeks to amend the Future Land Use Map and the Zoning Map on approximately 3.5 acres of property generally located at 1500 W. 11400 S. The land use is proposed to be amended from SN (Stable Neighborhood) and EC (Economic Center) to RDO (Residential Development Opportunity) category, and the zoning is proposed to be changed from the A-5 (agricultural, min. 5 acre lot), R-1.8 (single-family residential, up to 1.8 units/lots per acre) and R-2.5 (single-family residential, up to 2.5 units/lots per acre) zones to the R-M-PD Zone (Residential-Multiple-Planned Development Floating Zone).

The project will consist of 30 residential units. 24 of those units will be townhome units while the remaining six units will be small lot single-family homes. Townhomes will be located along

the south and the west project perimeter. Single-family homes will be located at the northeast end and along the east project boundary. Single-family homes will be front loaded. Townhomes will be rear loaded. The townhome units will face 11400 South along the south boundary and an LDS chapel along the west boundary. All townhome buildings will be two stories. Open space will be centrally located in the project surrounded by residential units from all sides.

All streets within the project will be private but will be built to sufficient width to provide for safe access and turn-around areas for emergency vehicles. The streets vary from 26' to 33' in width. There will be no alleys in this development. All homes will have a two-car garage. In addition, parking areas are provided around the project to provide for guest parking as well as to provide additional parking for townhome units. Single-family homes will also have a driveway of at least 18' in depth, which is usually deep enough to accommodate additional parking space on the property.

The applicant will try to work with the City Council (the RDA Board) to allocate a portion of RDA funds to be used for affordable housing to help construct three deed-restricted affordable townhomes. The program will preserve these homes as affordable and prevent future homeowners from selling the units at market rate. Those units will be evenly dispersed and indistinguishable from the market-rate townhomes.

A development agreement must accompany a PD Floating Zone application. Approval of a PD Floating Zone and development agreement will allow the underlying zone to be modified in order to accommodate development that may incorporate design elements and a mixture of housing types that represent a significant improvement in quality over what could otherwise be accomplished by the underlying zone. The attached development agreement will provide a general direction for the development and include terms addressing improvements, landscaping, architecture, amenities, circulation, etc. Some of the highlights of the agreement are:

- Developer shall construct a box culvert for the South Jordan Canal. The installation of the culvert will create a signalized intersection on 11400 South allowing for one central access point into the development.
- A walking trail will be constructed within the project boundaries and along the canal matching other City paved trails.
- A six-foot decorative masonry wall will be constructed along the north project boundary, east of the canal.
- Amenities such as a tot lot and pickle ball court will be provided in the project.
- Building architecture and design will include elements from the previous Zoning Code including but not limited to masonry, home and garage size, etc.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The application meets the rezone standards of approval of the City Code.
- Although the concept plan consists of housing type (townhomes) that is different from the adjacent single-family neighborhood to the north, the development agreement ensures that impacts from this project will be lower than compared to a typical commercial use (office or

retail). The existing single-family homes to the north will abut comparable new development (small lot new single-family homes).

- The new development to the east is comparable to this project. It consists of similar housing units like townhomes and small lot single-family residential. Property to the west is an LDS chapel that will not be affected by the proposed development.
- The project does not include a road connection to any of the adjacent residential neighborhoods.
- The new development will clean-up properties that have not been well maintained and have not seen much interest from commercial or even new single-family residential development.
- The project may provide some affordable housing along a major transportation corridor.
- Commercial uses, and especially retail uses, will generate more significant impacts in terms of noise, lighting and traffic than a typical residential development.
- The “Residential Development Opportunity” land use designation is defined in the General Plan as follows: “Residential Development Opportunity identifies areas, generally located within existing residential areas, which are not yet fully developed, but would support a variety of residential land uses. These areas are suited to support additional residential development due to adjacency to municipal services such as utilities, roads, and amenities. Any new development, redevelopment, or rezoning within this designation shall be consistent with the surrounding land uses in order to maintain existing character and quality of life for adjacent property owners.”

Conclusion:

Based on the findings, the Application, if approved, will have a low impact on the adjacent properties and will be consistent with the goals and policies of the General Plan.

Recommendation:

Based on the findings and conclusion listed above, Staff recommends that the Planning Commission take comments at the public hearing and **recommend approval** of 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.

FISCAL IMPACT:

The proposed development will raise additional money for the City. At the same time the costs will also increase as demand for services goes up. Overall the revenues will outweigh the expenditures. A fiscal impact analysis table and graphics are attached to the report.

ALTERNATIVES:

- Recommend approval of an amended application.
- Recommend denial of the application.
- Schedule the application for a decision at some future date.


SUPPORT MATERIALS:

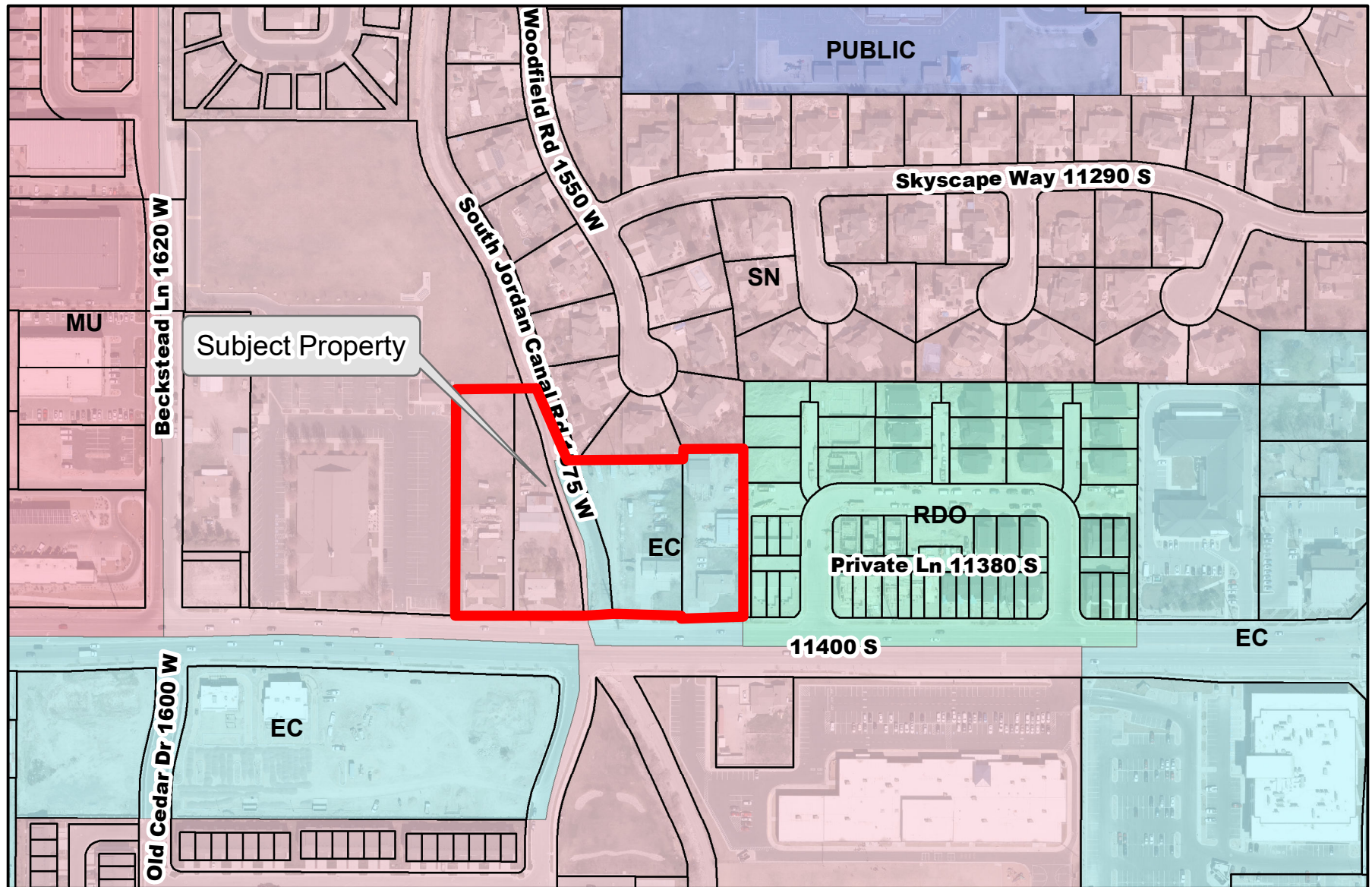
- Aerial Map
- Future Land Use Map
- Zoning Map
- Sample Elevations
- Concept (Site) Plan
- Fiscal Analysis
- Infrastructure Analysis
- Resolution R2021-34 and the Development Agreement
- Resolution R2021-33
 - Exhibit 'A'- Future Land Use
- Ordinance 2021-10-Z
 - Exhibit 'A' – Zoning Map



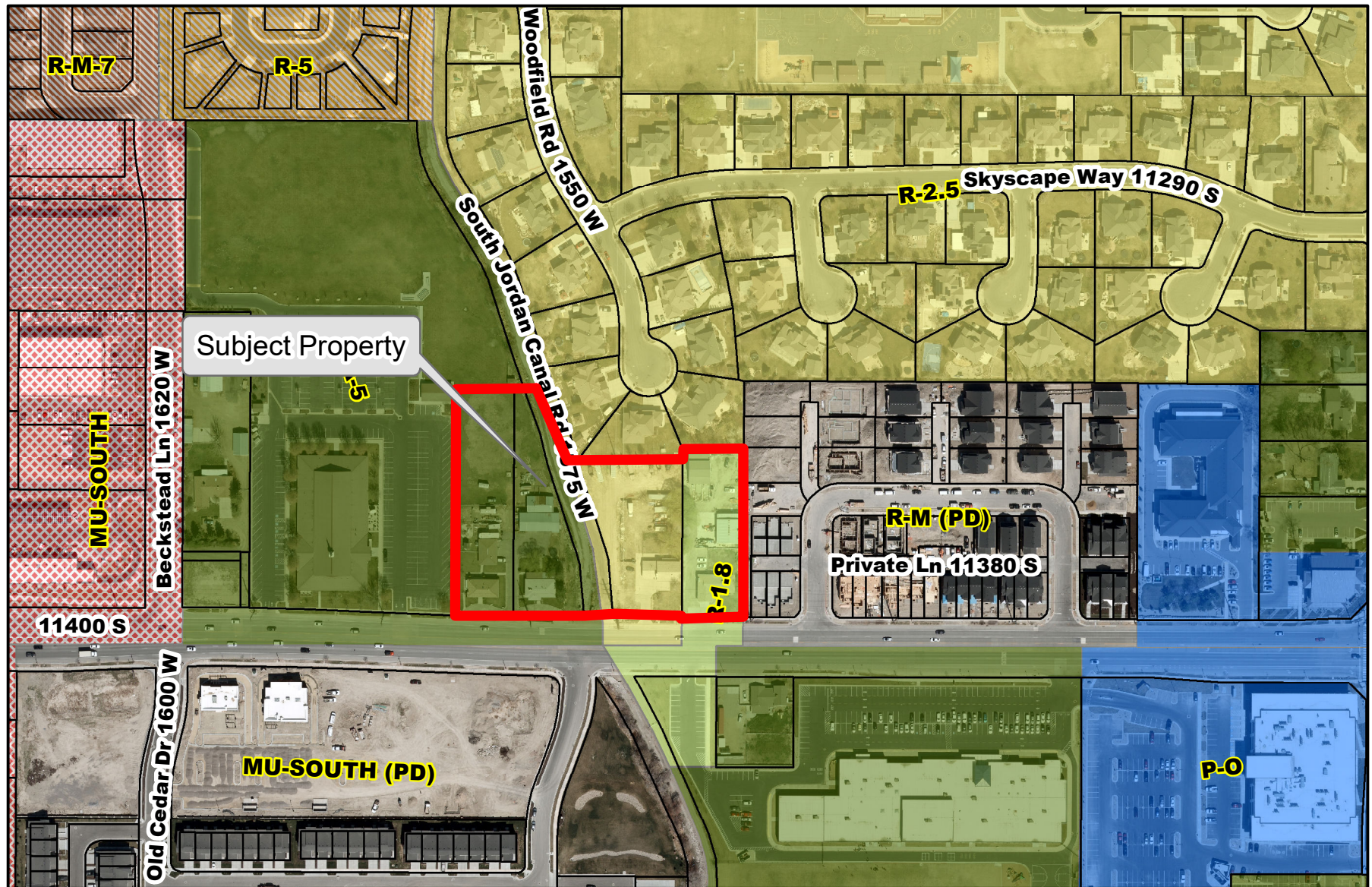
Damir Drozdek, AICP
Planner III
Planning Department




<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<p>Aerial Map</p> <p><i>City of South Jordan</i></p>	<p>0 80 160 320 480 640 Feet</p> <p>Aerial Imagery 2021</p> 
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<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Future Land Use Map</h2> <h3>City of South Jordan</h3>	<p>0 80 160 320 480 640 Feet</p> <p>Aerial Imagery 2021</p> 
--	--	---



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 80 160 320 480 640 Feet</p> <p>Aerial Imagery 2021</p> 
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6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047
PH: 801-352-0075 www.focusutah.com

**CLIENT
RESIDENCE**
STREET
CITY, UTAH

DESIGNER: XXX
DATE: 01/01/2022
SCALE: 1/8" = 1' (UNCL.)
PROJECT #: 00-0000

SHEET
A-1.0

PERSPECTIVES

THIS PLAN SHALL BE USED FOR CONSTRUCTION OF THE HOME ON THE LOT. SPAN HEBEN ANY OTHER USE OF THIS PLAN WITHOUT PERMISSION FROM FOCUS ENGINEERING AND SURVEYING, INC. IS A FEDERAL CRIME UNDER SECTION 104 OF THE COPYRIGHT ACT.



FOCUS
ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047
PH: 801-352-0075 www.focusutah.com

**CLIENT
RESIDENCE**
STREET
CITY, UTAH

DESIGNER:	XXX	SHEET
DATE:	10/6/2022	
SCALE:	1/8" = 1' (UNCL)	
PROJECT #:	00-0000	A-1.2

PERSPECTIVES

THIS PLAN SHALL BE USED FOR CONSTRUCTION OF THE HOME ON THE LOT. SPAWN HEREIN ANY OTHER USE OF THIS PLAN WITHOUT PERMISSION FROM FOCUS ENGINEERING AND SURVEYING, INC. IS A FEDERAL CRIME UNDER SECTION 104 OF THE COPYRIGHT ACT.



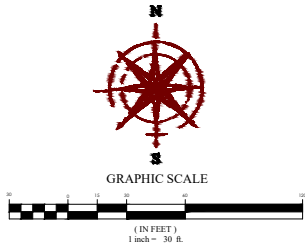
FOCUS
ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047
PH: 801-352-0075 www.focusutah.com

**CLIENT
RESIDENCE**
STREET
CITY, UTAH

DESIGNER:	XXX	SHEET
DATE:	07/2022	
SCALE:	1/8" = 1' (UNCL)	A-1.0
PROJECT #:	00-0000	

PERSPECTIVES

THIS PLAN SHALL BE USED FOR CONSTRUCTION OF THE HOME ON THE LOT. SPAWN HEREIN AND OTHERWISE OF THIS PLAN WITHOUT PERMISSION FROM FOCUS ENGINEERING AND SURVEYING, INC. IS A FEDERAL CRIME UNDER SECTION 101 OF THE COPYRIGHT ACT.



PROPERTY OVERVIEW

TOTAL ACREAGE	±3.59 ACRES
CURRENT ZONING	A-5, R-2.5, & R-1.8

CONCEPT DESIGN

SINGLE FAMILY LOTS	6
TOWNHOME UNITS	24
AFFORDABLE UNITS	3 (10%)
TOTAL UNITS	30
TOTAL DENSITY	8.4 UNITS/ACRE

PARKING (TOWNHOMES)

REQUIRED	58 STALLS
GARAGE PARKING	48 STALLS
GUEST PARKING	30 STALLS
TOTAL	78 STALLS

PARKING (SINGLE FAMILY)

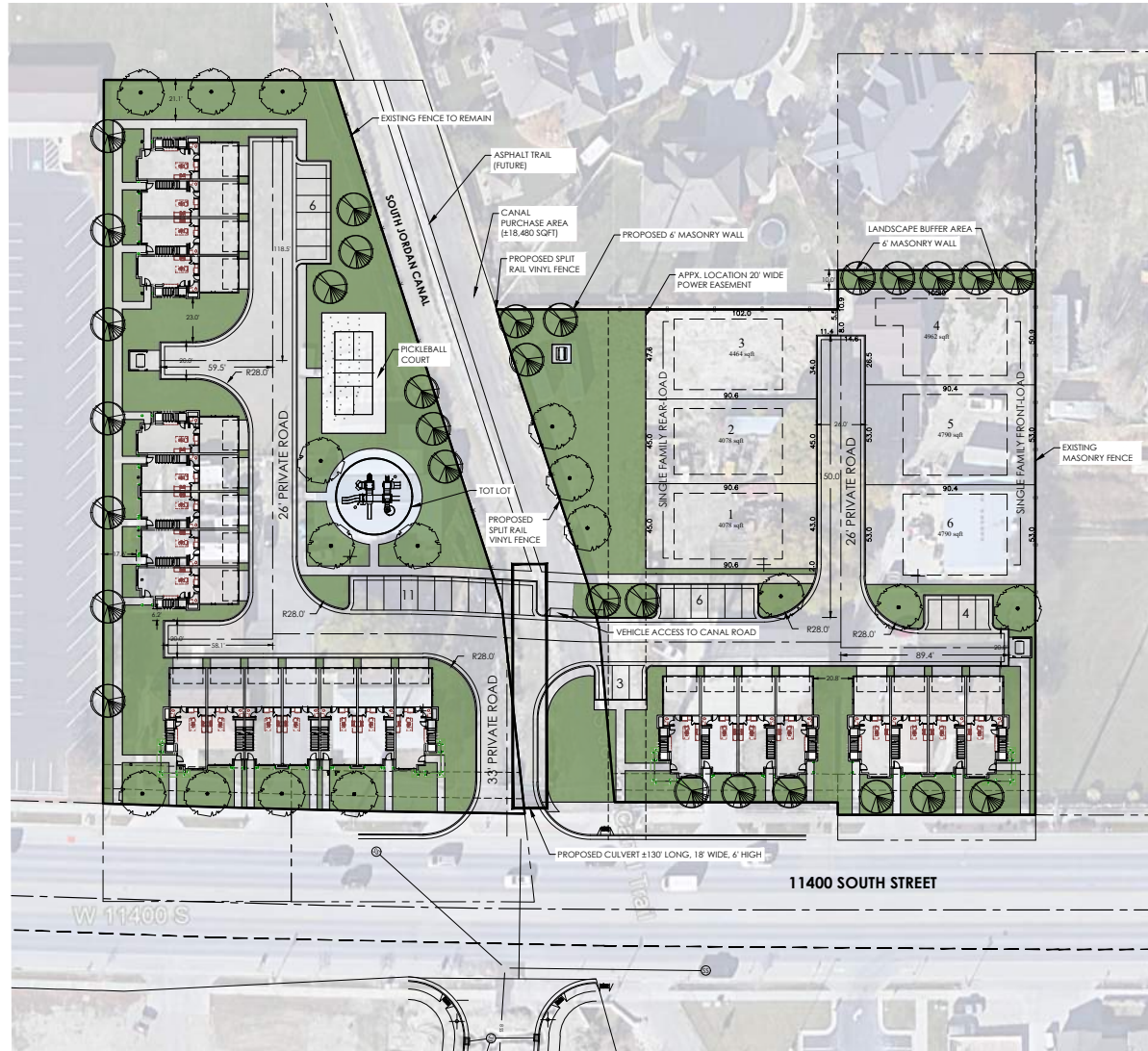
REQUIRED	N/A
GARAGE PARKING	12 STALLS
DRIVEWAY PARKING	12 STALLS
TOTAL PARKING	24 STALLS

OPEN SPACE

PROVIDED	±1.0 ACRES (30.2%)
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PROPOSED ZONING

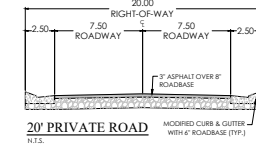
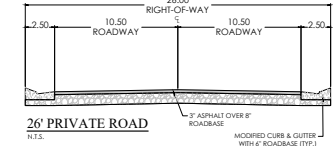
ZONE	RM (PD OVERLAY)
------	-----------------



Traffic Note:

The proposed access to this development is planned to align with the existing roadway to the development along the south side of 11400 South. This intersection is planned to be signalized and as part of this development, the north leg of the intersection will be constructed. Coordination with Utah Department of Transportation will take place so the improvements at this access are designed to meet UDOT requirements. This development is planned for 47 townhome units and is anticipated to generate 344 total daily trips on a typical weekday. It is projected 26 trips will occur during the AM peak hour of a typical weekday, and 31 trips will occur during the PM peak hour of a typical weekday. With such minimal traffic being generated by the planned 47 townhome units and the proposed access onto 11400 South aligning with an existing access to the development across the street and the access being signalized, vehicles will experience little delay entering and exiting this development.

NOTE: The president of South Jordan Canal Company, Gary Cannon, has given permission for the residential development (located at approx. 1141st South and the South Jordan Canal) to move forward with the city approval process. Maintenance responsibilities associated with the proposed culvert extension will be determined upon city approval.



NOTES:

1. DRIVEABLE ROAD WIDTH INCLUDES MODIFIED CURB AND GUTTER AS SHOWN IN CROSS SECTION DETAILS.
2. ALL ROADS TO MEET CITY ENGINEERING AND CONSTRUCTION STANDARDS.

114th SOUTH TOWNHOMES concept F

SOUTH JORDAN CITY, SALT LAKE COUNTY
9/24/2021

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.



Project Analysis

Project: 114th S Townhomes

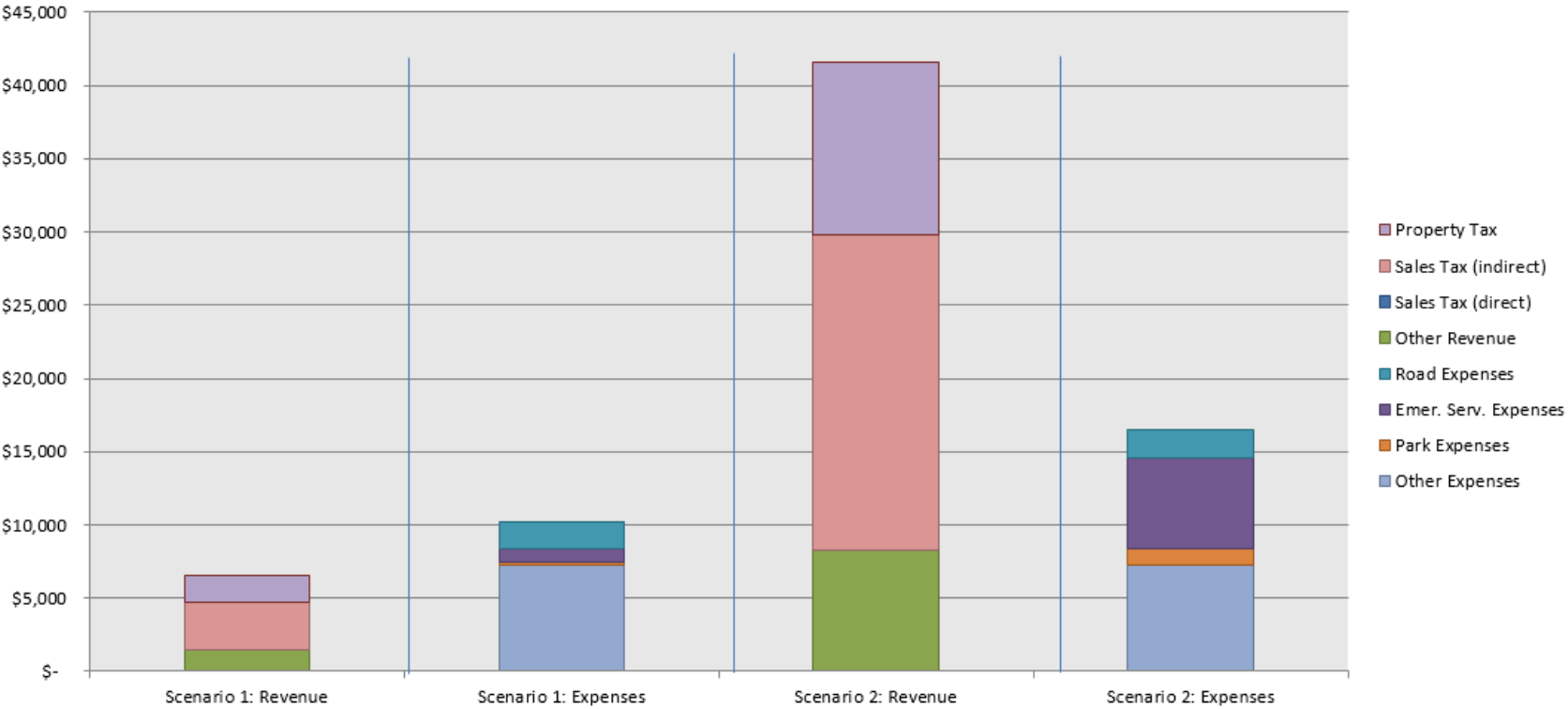
October 27, 2021

Scenario Descriptions		Financial Summary by Scenario		
Scenario 1: No Change - Various		Direct Impact (General Fund)	No Change - Various	R-M
No Change - A-5, R2.5, & R1.8				
		Revenue	\$ 3,262	\$ 20,069
		Property Tax	\$ 1,835	\$ 11,792
		Sales Tax (direct)	\$ -	\$ -
		Other	\$ 1,427	\$ 8,277
Scenario 2: R-M		Expenses	\$ 10,223	\$ 16,468
R-M		Roads	\$ 1,886	\$ 1,886
		Emergency Serv.	\$ 921	\$ 6,235
		Parks	\$ 164	\$ 1,069
		Other	\$ -	\$ -
		Total	\$ (6,960)	\$ 3,601
		Per Acre	\$ (1,413.40)	\$ 1,522.79
		Per Unit	\$ (1,740.10)	\$ 120.02
		Per Person	\$ (493.13)	\$ 39.23
Indirect Impact				
		Potential Retail Sales	\$ 325,531	\$ 2,162,395
		Sales Tax (indirect)	\$ 3,307	\$ 21,505

*Other Revenue - Includes Permits, Licenses, Motor Vehicle Tax, Energy Sales & Use Tax, Telecommunications Tax, and Cable Franchise Tax.

** Other Expense - Includes all other General Fund Expenses excluding Roads, Emergency Services, and Parks.

Annual General Fund Impact



LAND USE AMMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	1500 W. 11400 S. at the Canal - Rezone
----------------------------	--

Planner Assigned	Damir Drozdek
Engineer Assigned	Jared Francis

The Engineering Department has reviewed this application and has the following comments:

Transportation: *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The subject property will have a single access, from the north side of 11400 South at approximately 1500 West. To line up this access with Andover Road on the south side of 11400 South, the new development proposes to pipe a portion of the South Jordan Canal. The roads within the development are proposed to be private.

Culinary Water: *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

There is an existing City owned, 12" water main running across the frontage of the subject property. Depending on how the property is developed, it may be required to provide a looped water system. Fire hydrants will be required on site as per City standards. A water model will be required when the property develops.

Secondary Water: *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

There doesn't appear to be a City owned secondary water system adjacent to the project. An engineer's cost estimate may be required to determine if it's feasible per City code for the new development to provide a functioning secondary water system.

Sanitary Sewer: *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*


There is a sewer main line in 11400 South. Connection requirements will be determined by the South Valley Sewer District.

Storm Drainage: *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*

In order to comply with State and City guidelines, the proposed development must retain on site, through use of approved low impact development devices and best management practices, all rainfall events less than or equal to the 80th percentile rainfall event. For storm events greater than the 80th percentile, the additional storm water must either be retained on site or discharged into an approved storm drain system. There is an existing storm drain system in 11400 South.

Other Items: *(Any other items that might be of concern)*

Report Approved:


Development Engineer

11/3/2021
Date


Brad Klavano, PE, PLS
Director of Development Services/City Engineer

11/3/2021
Date

RESOLUTION R2021-34

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 1500 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 1500 W. 11400 S.; 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 _____ DAY OF _____, 2021 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

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): 27222760500000, 27222760260000, 27222510400000, and 27222510390000.

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is between the City of South Jordan, a Utah municipal corporation (“City”) and Jacob Ackerman or his assigns (one of more Utah limited liability companies) (“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): 27222760500000, 27222760260000, 27222510400000, and 27222510390000, 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 1500 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) and Agricultural, minimum 5 acre lot (A-5 Zone), with a future land-use designation of SN (Stable Neighborhood) and EC (Economic Center); and

WHEREAS, Developer desires to develop the Property as a project to be known as _____ (the “Project”) consistent with the concept plan attached as **Exhibit B** (the “Concept Plan”), and the concept elevations and floor plans attached as **Exhibit C** (the “Elevations and Floor Plans”); 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 D**); 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 R2021-34 a copy of which is attached as **Exhibit E**; 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, R-1.8 and A-5 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 three (3) 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 thirty (30) residential units.

c. Setbacks. All setbacks will meet RM-6 zoning requirements, with these exceptions: (1) for single family lots 1 – 6, minimum lot width will be 45 feet, setbacks will be 5 feet sideways, rear and front yards will be 12 feet, and minimum driveway length will be 18 feet; (2) single family lots 3 and 4 will have a north side setback of at least 12 feet from property boundaries; and (3) all buildings with multiple units will have 10 foot setbacks from all property boundaries.

d. Amenities. Developer will complete the common area and following amenities before the City will grant building permits for residential units 21 through 30: pickle ball court, tot lot, canal walking trail (matching other similar walking trails on or near canals in the City of South Jordan), split rail fence with child safety along the canal as shown in the Concept Plan.

e. Architecture. The architecture will be similar to the pictures submitted to the City and attached as Exhibit 'C', comply with requirements of City Code § 17.40. and the following architectural standards:

1. 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)

2. 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)

3. Residential main buildings shall include a minimum two car garage (minimum 22 feet by 22 feet, or an approved equivalent area).

4. The minimum total floor area, finished and unfinished, of any residential main building shall be two thousand four hundred (2,400) square feet.

5. 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)

6. The building architecture and design will be reviewed by the City Architectural Review Committee and their recommendation will be taken forward to public hearings with the Planning Commission and the City Council.

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 certificates of occupancy on single-family Lots 3 and 4 and the common area east of the canal.

g. Walls. Developer will build a six-foot masonry wall east of the canal along the entire north boundary of the project (single-family Lots 3 and 4, and common area east of the canal) that matches the existing masonry wall on the east boundary of the project.

h. Culvert. Developer shall construct a Box Culvert for the South Jordan Canal as shown on the Concept Plan. The installation of the Box Culvert will create an intersection as shown on the concept plan to be coordinated to align with the proposed signalized intersection as directed by the City Engineer, thus creating one signalized access point for the project.

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

j. 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.

k. Plat Language. The final plat for the Project shall contain the following language in a note: *This plat is subject to that certain Development Agreement dated _____, by and between the City of South Jordan and _____, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein and recorded _____ as Entry No. _____, in Book _____, at Page _____ of the Official Records of Salt Lake County.*

l. Signalized Intersection. Developer shall dedicate any right-of-way or easements as may be required to install the signal at the intersection with 11400 South as directed by the City Engineer.

m. Subdivision Streets. The proposed streets within the Project shall be private streets and built to the width as shown on the Concept Plan. In addition, the streets shall be constructed as outlined in the City Code for private streets. On-street parking may be restricted and developer will be required to place "No Parking" signs as directed by the City Engineer.

n. Walking Trail. The walking trail will be layed out and surfaced to match other similar walking trails on or near canals in the City of South Jordan, with a surface matching to the limit of the Project's north boundary to a standard as directed by the City Engineer.

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.

2. Signalized Intersection. City shall install the signal at the intersection of 11400 South. The timing of the installation will be at the discretion of the City of South Jordan and Utah Department of Transportation (UDOT).

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: Storm Hold LLC
ATTN: Jake Ackerman
4080 S West Temple Street
Millcreek, UT 84107

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: _____

By: _____

Office of the City Attorney

Its: _____

Date: _____

State of Utah)

:ss

County of Salt Lake)

On this ____ day of _____, 20____, personally appeared before me _____ (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 _____ (name of document signer) acknowledged to me that said Corporation executed the same.

Notary Public

DEVELOPER

JACOB ACKERMAN OR HIS ASSIGNS,

Signature: _____

By: _____

Its: _____

Date: _____

State of _____)

County of _____):ss

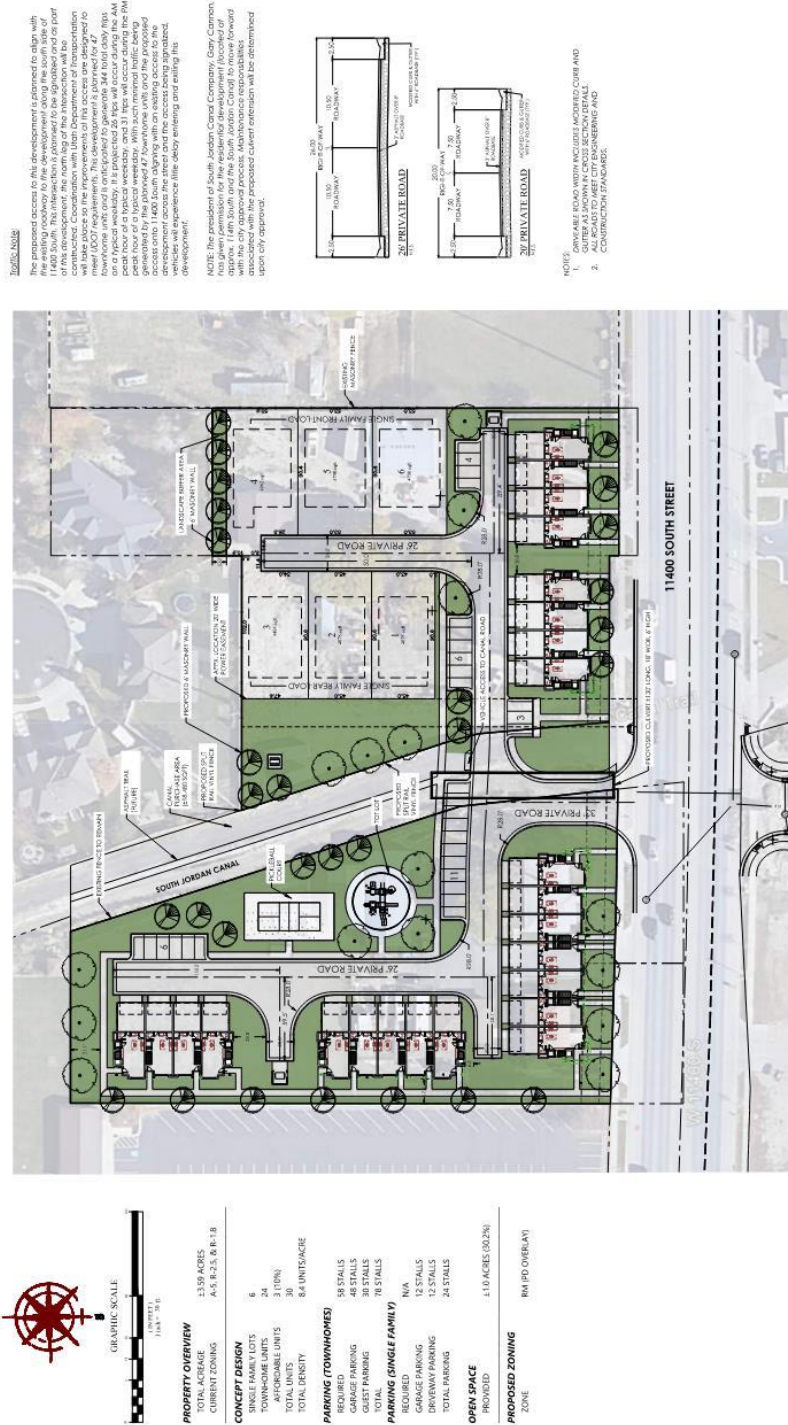
On this ____ day of _____, 20____, personally appeared before me _____ (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of _____, a Utah limited liability company, the Manager of _____, 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 _____ (name of document signer) acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT A

(Legal Description for the Property)

(Concept Plan)



114th SOUTH TOWNHOMES concept F

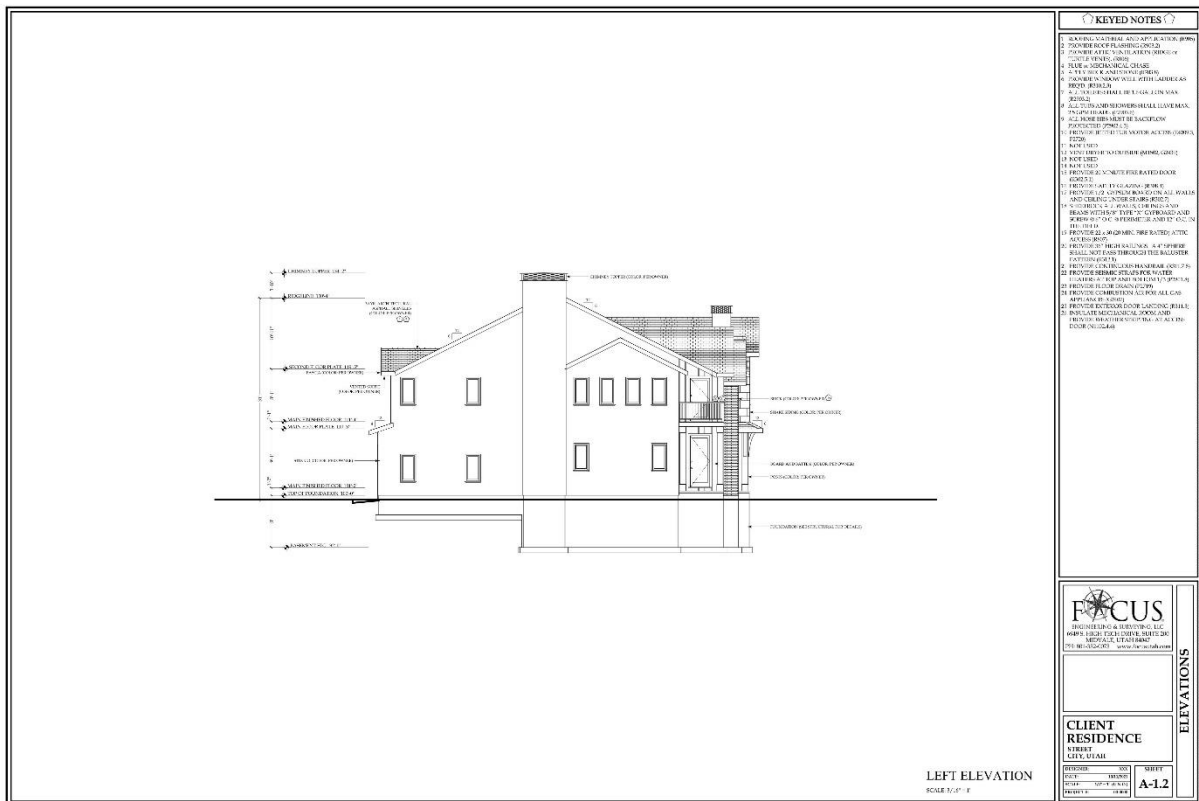
SOUTH JORDAN CITY, SALT LAKE COUNTY
9/24/2021

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundaries, size, and dimensions, as well as other potential boundary considerations.

EXHIBIT C

(Elevations and Floor Plans)





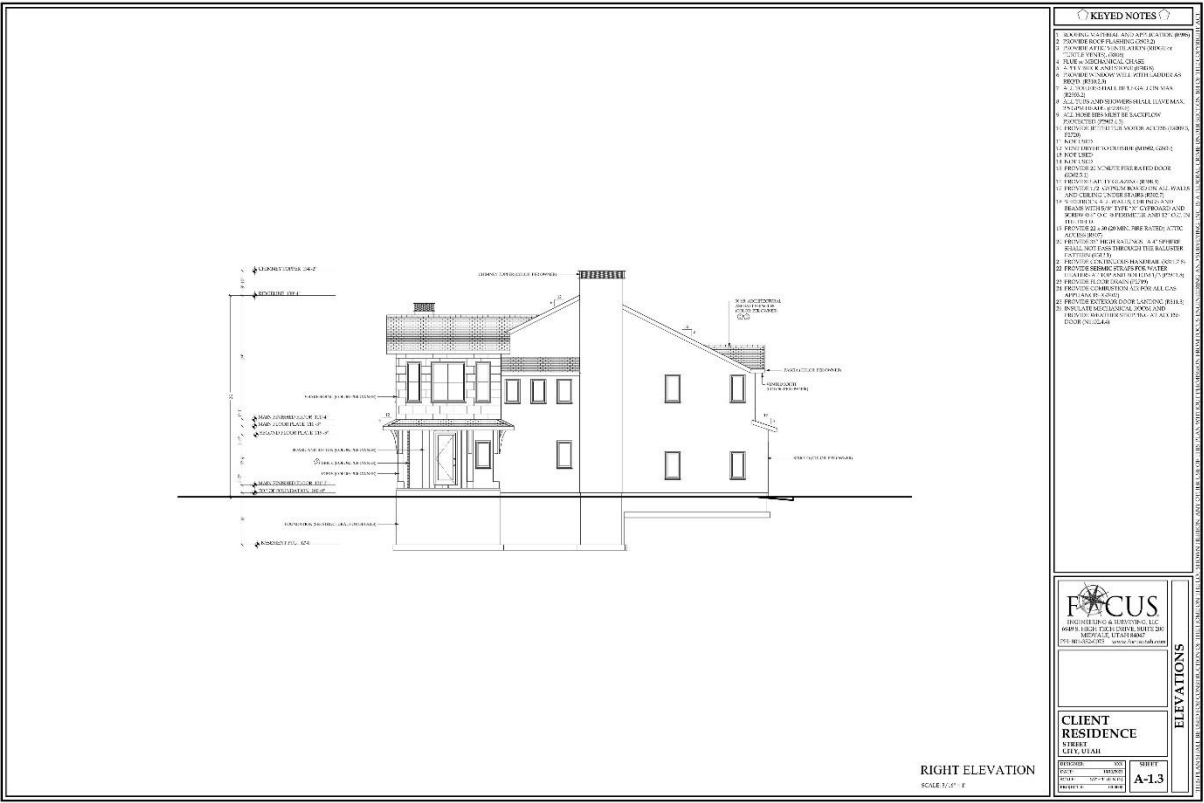
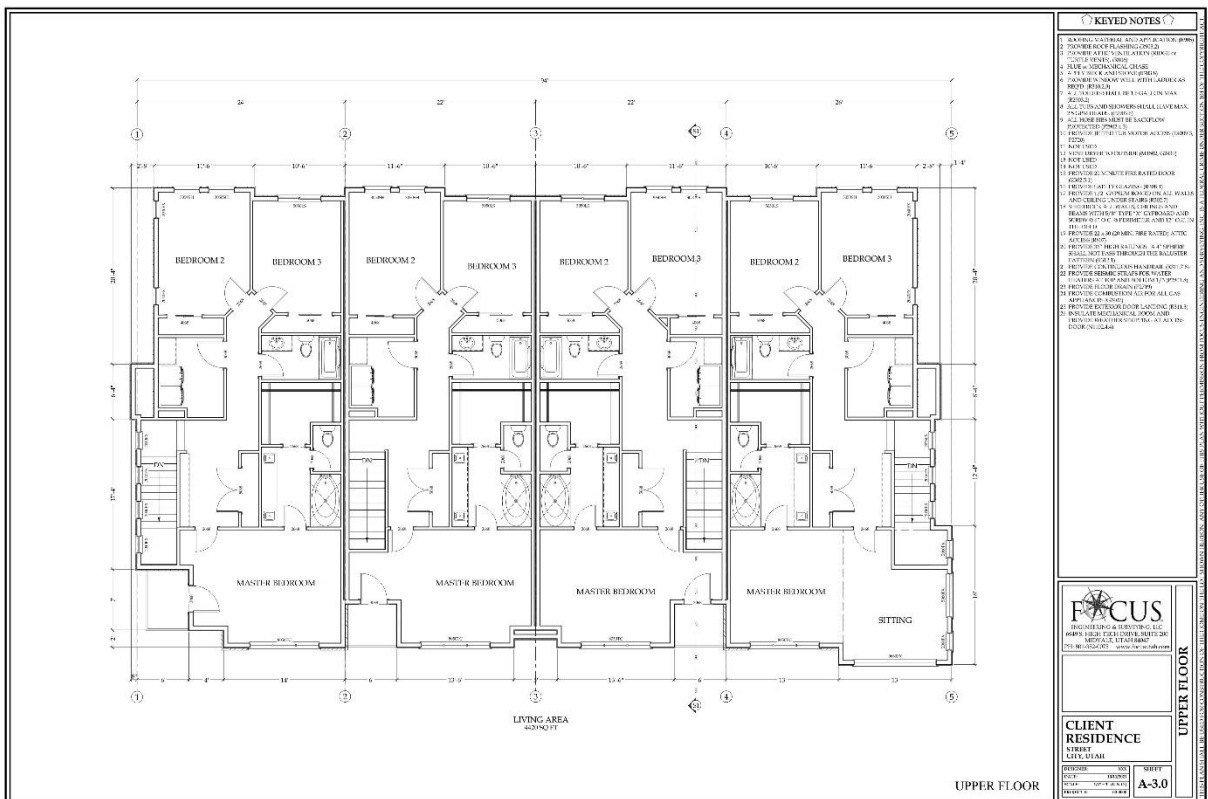
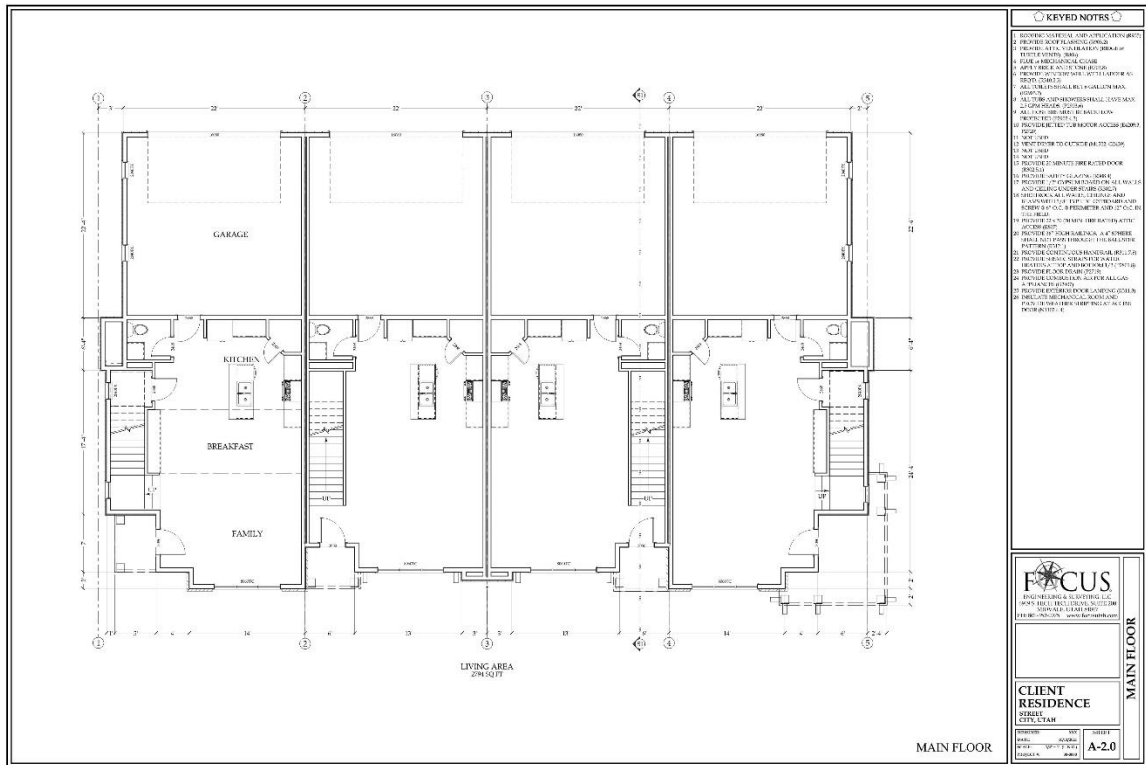


Exhibit C to Development Agreement





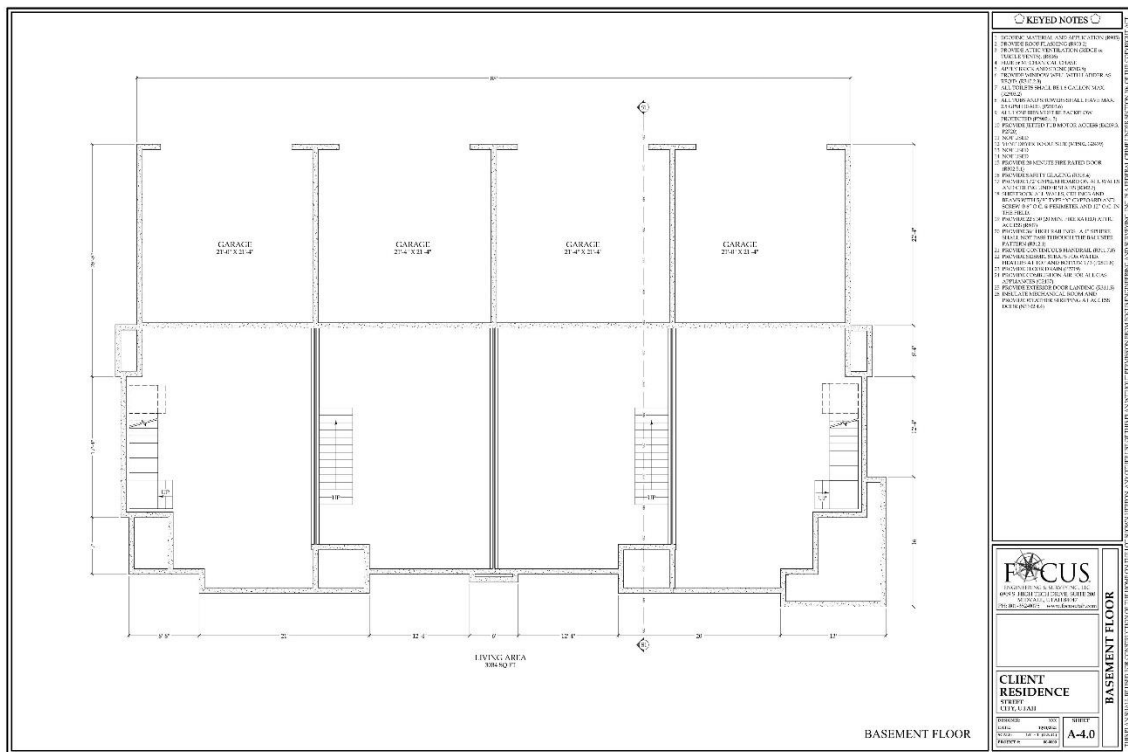
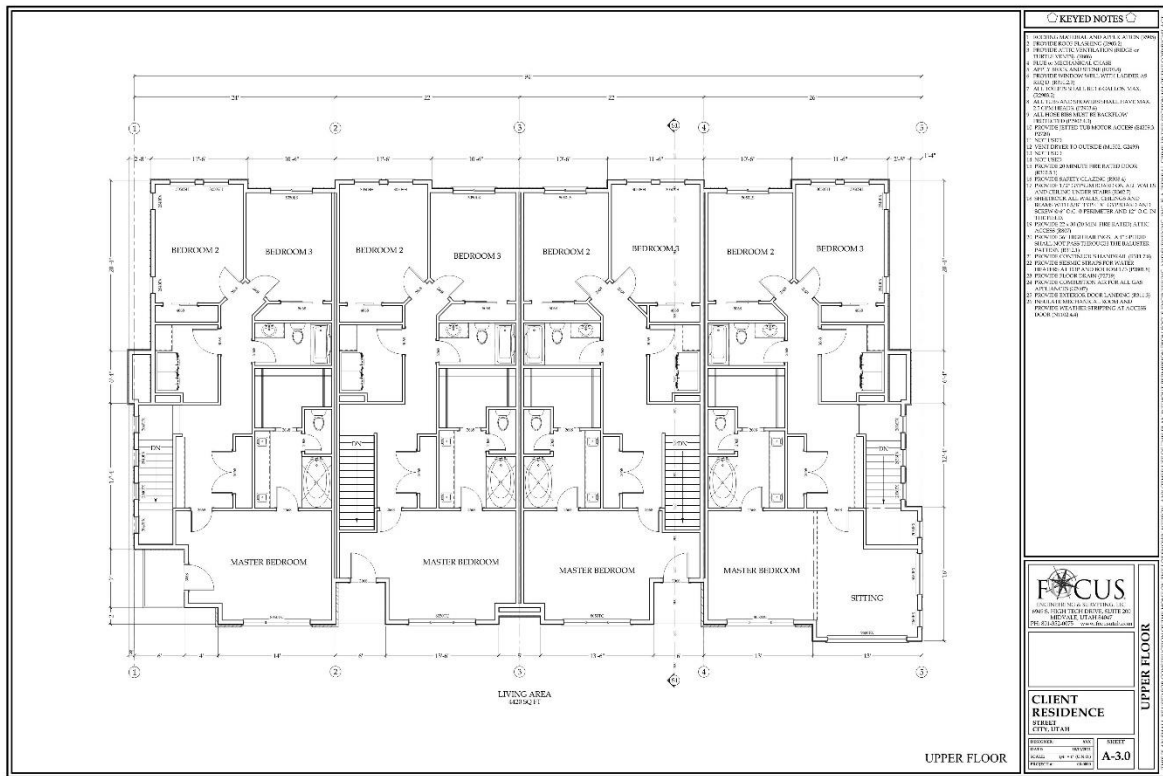




EXHIBIT D

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 Opening¹ (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'
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:

- 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.
- 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.
- 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:

- Fences and walls in conformance with this Code.
- Agricultural crops and landscape elements, including trees, shrubs and other plants.
- Utility or irrigation equipment or facilities.
- Decks not more than two feet (2') high.
- 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.
- 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)

ORDINANCE NO. 2021 - 20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING SECTIONS 17.08.010, 17.18.030.030, 17.30.020 AND 17.40.020 OF THE SOUTH JORDAN MUNICIPAL CODE REGULATING RESIDENTIAL USES AND DEVELOPMENT DESIGN STANDARDS.

WHEREAS, Utah Code § 10-9a-102 grants the City Council of the City of South Jordan (the "City Council") authority to enact ordinances that it considers necessary or appropriate for the use and development of land in the City of South Jordan (the "City"), including the City's aesthetics; and

WHEREAS, the Utah State Legislature recently passed House Bill 1003 ("H.B. 1003") "Government Building Regulation Amendments," which prohibit a municipality from regulating certain building design elements of one and two family dwellings; and

WHEREAS, the City Council has adopted Title 17 (Planning and Zoning Code) of the City of South Jordan Municipal Code ("City Code"); and

WHEREAS, the City Council desires to amend City Code Sections 17.08.010, 17.18.030.030, 17.30.020 and 17.40.020 of Title 17, regulating uses of land in residential zones and development and design standards in agricultural and residential zones, to bring those Sections in conformity with the newly enacted State law; and

WHEREAS, the South Jordan Planning Commission held a public hearing, and reviewed and made a recommendation concerning the subject text amendments; and

WHEREAS, the City Council held a public hearing and reviewed the subject text amendments; and

WHEREAS, the City Council finds that the subject text amendments will enhance the public health, safety and welfare, and will 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. Amendment. City Code Sections 17.08.010, 17.18.030.030, 17.30.020 and 17.40.020 of the South Jordan municipal code are amended as shown in Exhibit A to this Ordinance.

SECTION 2. 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 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 5 DAY OF October, 2021 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	<u>X</u>	___	___	___
Bradley Marlor	<u>X</u>	___	___	___
Donald Shelton	<u>X</u>	___	___	___
Tamara Zander	___	___	___	<u>X</u>
Jason McGuire	<u>X</u>	___	___	___

Mayor: *Dawn R. Ramsey*
Dawn R. Ramsey

Attest: *Anna C. Cookston*
City Recorder

Approved as to form:

[Signature]
Office of the City Attorney



EXHIBIT A

(Deletions in ~~strike through~~ new language in **bold underline**)

Chapter 17.08 DEFINITIONS GENERALLY

17.08.010 DEFINITIONS

CONTINUOUS FREE FLOW ACCESS: A continuous and open path between the primary dwelling area and the ~~second kitchen or~~ potential internal accessory dwelling unit contained in a primary dwelling unit. The access path shall allow two-way access through entryways (which shall not be finished to facilitate the addition of a door), open spaces, hallways, stairways, or other open access ways that remain uninhibited by doors, walls, or any other physical barrier. The path shall have openings of at least forty-eight (48) inches wide or the standard width of the connecting corridor so as not to limit or restrict access.

~~SECOND KITCHEN: A second kitchen, contained within the primary dwelling unit that provides continuous free flow access between the primary dwelling area and the second kitchen. Second kitchens are not considered accessory dwelling units as long as continuous free flow access is maintained.~~

Chapter 17.18 USES

17.18.030.030 RESIDENTIAL USE REGULATIONS

6. Single-Family, Detached: Lots or parcels may be occupied by only one single-family dwelling unit as the primary dwelling. Accessory dwelling units may be permitted according to the provisions of section 17.130.030, "Accessory Dwelling Unit Floating Zone", of this title. ~~A second kitchen, as defined in section 17.08.010 of this Title, is not considered an accessory dwelling unit and may be allowed as a permitted use in a single-family detached dwelling unit provided that it complies with the following:~~

- ~~a. Only one (1) second kitchen shall be permitted per lot.~~
- ~~b. The residence~~**Single-Family dwellings** shall have only one (1) front entrance, one (1) address, one (1) mailbox, and one (1) electrical meter.
- ~~c. Continuous free flow access shall be maintained at all times between the primary dwelling area and the second kitchen.~~
- ~~d. The second kitchen shall be contained within the primary dwelling so as to be one (1) unit and shall not be installed in an accessory building or detached from the primary dwelling.~~
- ~~e. Construction of any second kitchen shall meet standards of the current building codes adopted by the City.~~

- ~~f. Approval of a second kitchen within a single-family dwelling unit shall not be an approval of a second dwelling unit or accessory dwelling unit.~~
- ~~g. Upon request by the City, the owner shall allow inspection of the dwelling unit and second kitchen to determine compliance with this section.~~

Chapter 17.30 AGRICULTURAL ZONES

17.30.020 DEVELOPMENT AND DESIGN STANDARDS

I. Architecture: The following exterior materials and architectural standards are required in Agricultural Zones:

1. General Architectural Standards:

- a. All building materials shall be high quality, durable and low maintenance.
- b. The exteriors of buildings in Agricultural Zones shall be properly maintained by the owners or owners' association.
- c. Signs shall meet the 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, excluding main buildings used for agricultural uses, shall be constructed with a minimum amount of brick or stone that is calculated by multiplying two (2) by the perimeter of the foundation (including garage).~~
- ~~b. Main buildings shall be constructed with a majority of the roof to be a minimum five to twelve (5:12) pitch, except that roofs of agricultural main buildings may be constructed to be a minimum four to twelve (4:12) roof pitch over the majority of the building.~~
- a. ~~e.~~ Residential main buildings shall include a minimum two car garage (minimum 22 feet x 22 feet, or an approved equivalent area).
- b. ~~d.~~ The minimum total floor area, finished and unfinished, of any residential main building shall be twoone thousand ~~four hundred (2,400)~~**1000** square feet not including a garage.
- c. ~~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.

CHAPTER 17.40 RESIDENTIAL ZONES

17.40.020 DEVELOPMENT AND DESIGN STANDARDS

I. Architecture: The following exterior materials and architectural standards are required in Agricultural Zones:

1. General Architectural Standards:

- a. All building materials shall be high quality, durable and low maintenance.
- b. The exteriors of buildings in Agricultural Zones shall be properly maintained by the owners or owners' association.
- c. Signs shall meet the 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).~~
- ~~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.~~
- a. e. Residential main buildings shall include a minimum two car garage (minimum 22 feet by 22 feet, or an approved equivalent area).
- b. d. The minimum total floor area, finished and unfinished, of any residential main building shall be twoone thousand four hundred (2,4001000) square feet not including a garage.
- c. 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.

EXHIBIT E

(Resolution R2021-34 - To Be Inserted Once Executed)

RESOLUTION R2021 – 33

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 ECONOMIC CENTER (EC) AND STABLE NEIGHBORHOOD (SN) TO RESIDENTIAL DEVELOPMENT OPPORTUNITY (RDO) ON PROPERTY GENERALLY LOCATED AT 1500 W. 11400 S.; JAKE ACKERMAN (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 1500 W. 11400 S. from Economic Center and Stable Neighborhood to Residential Development Opportunity; 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 PLZBA202100089 , filed by Jake Ackerman, which is located generally at 1500 W. 11400 S. in the City of South Jordan, Utah, is hereby changed from Economic Center and Stable Neighborhood to Residential Development Opportunity 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 _____ DAY OF _____, 2021 BY THE FOLLOWING VOTE:**

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

Mayor: _____
Dawn R. Ramsey

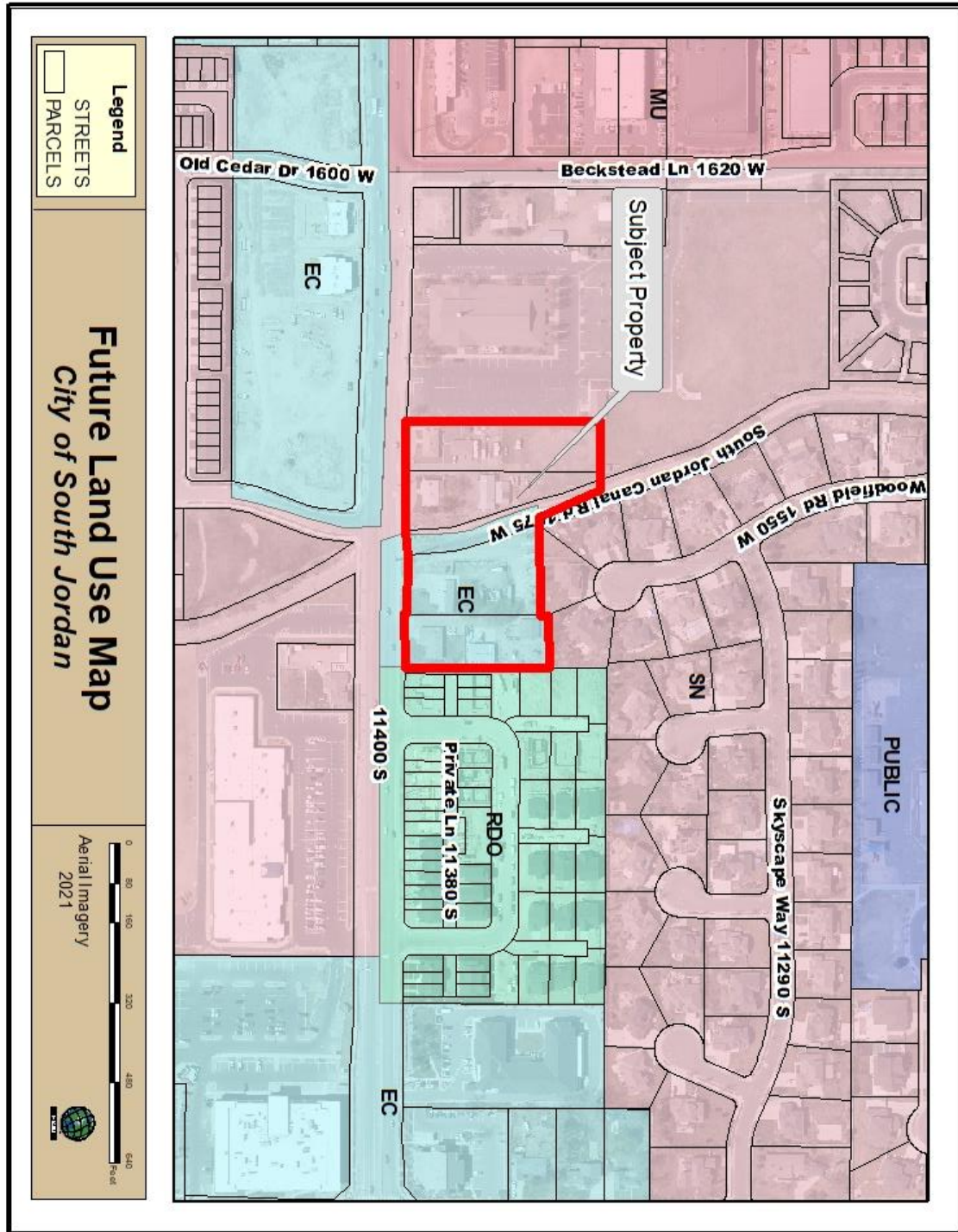
Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

EXHIBIT A

(Land Use Map)



ORDINANCE NO. 2021-10-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY GENERALLY LOCATED AT 1500 W. 11400 S. FROM THE A-5 ZONE, R-1.8 ZONE AND R-2.5 ZONE TO THE R-M-PD ZONE.

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 City Code) with the accompanying Zoning Map; and

WHEREAS, the Applicant, Jake Ackerman, proposed that the City Council amend the Zoning Map by rezoning the property described in the attached Exhibit A; 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 PLZBA202100089 located in the City of South Jordan, Utah is hereby reclassified from the A-5 Zone, R-1.8 Zone and R-2.5 Zone to R-M-PD Zone on property described in the attached **Exhibit A**.

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 immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2021 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

EXHIBIT A

(Property Description)

Canal Property and more particularly described as:

TBD

Parcel 27-22-276-050

BEG W 1110 FT & N 46.46 FT FR E 1/4 COR OF SEC 22, T 3S, R 1W, SLM; N 289.29 FT; W 105 FT; S 289.32 FT; N 89°58'49" E 105 FT TO BEG. 0.70 AC M OR L. 5710-1957 6209-0976 6238-1518 8423-5806 8618-1172 9094-9797 9102-8607 9141-8502 9186-1401

Parcel 27-22-276-026

LOT 26, JORDAN MEADOWS AT SOUTH JORDAN. 8749-0938 8749-0940 8872-6051 9240-8018 9941-6109

Parcel 27-22-251-040

BEG E 1143 FT & N 49.08 FT FR SW COR OF NE 1/4 SEC 22, T 3S, R 1W, S L M; N 387.41 FT; E 22.2 FT TO CANAL; S 17°52'50" E 291.32 FT; S 6°15'45" E 112.41 FT; W'LY 124 FT ALG A 7949.50 FT RADIUS CURVE TO R (CHORD N 88°57'38" W 124 FT) TO BEG. 0.69 AC M OR L. 4336-51 5158-1448 6988-0592 8392-5321 8392-5322 9615-9586 9762-93

Parcel 27-22-251-039

BEG E 1043 FT & N 49.07 FT FR SW COR OF NE 1/4 SEC 22, T 3S, R 1W, S L M; N 387.42 FT; E 100 FT; S 384.40 FT; W'LY 43.05 FT ALG A 7949.50 FT RADIUS CURVE TO R (CHORD N 88°21'31" W 43.04 FT); N 88°12'13" W 57.01 FT TO BEG. 0.88 AC. 4336-51

