

S TERLING
V ILLAGE, L.C.

March 19, 1998

Judy Hansen
City Planner
City of South Jordan
11175 South Redwood Road
South Jordan, UT 84095

Dear Judy:

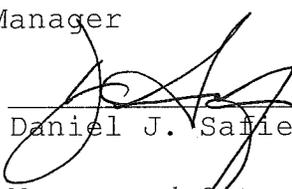
We have received your letter dated March 5, 1998 (attached) and understand that the City is requesting a maintenance proposal by March 17, 1998.

Please note that the entry road at Sterling Village is still under Sterling Village's control and has not been dedicated to the City. Dave Millheim and I discussed the maintenance and road dedication issues on March 17, 1998 and have agreed to address this matter at the earliest convenience so that we can reach an agreement that is acceptable to the City and Sterling Village.

Thank you,

STERLING VILLAGE, L.C., a Utah limited liability company

By: PROM MANAGEMENT GROUP, INC., a California corporation,
Manager

By: 

Daniel J. Saffier, Vice President

cc: Mayor and City Council
Dave Millheim
Steve Bower
Shane Bennett
Sanford Diller

enclosure

RECEIVED

March 5, 1998

Mr. Dan Safier
Pegasus Development Co.
350 Bridge Parkway
Redwood City, California 94065

MAR 08 1998
CITY OF SOUTH JORDAN

Dear Mr. Safier:

You previously filed an appeal to the City's Municipal Sign Ordinance regarding construction of signs in the median in the public road entering your development as well as banner signs. This appeal was heard by the City Council on Tuesday, March 3, 1997 and denied.

As part of your appeal, you were willing to maintain these medians if the signs were allowed. Due to lack of staff, the City's maintenance of the significantly landscaped medians is not possible. The Council directed staff to discuss this with you or the City may have the medians paved.

Should you wish to keep the medians landscaped, the City is willing to consider a maintenance agreement. A proposal of such an agreement must be submitted before Tuesday, March 17, 1998. After that date, the City will likely proceed with the paving.

If you desire further information, staff can be reached at the City offices, or by telephone at (801) 254-1404 during regular business hours.

Sincerely,



Judy Hansen
City Planner

cc: Mayor & City Council
City Administrator
Steve Bowen
Shane Bennett
Sterling Village



SOUTH JORDAN
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South Jordan City
City Council
June 18, 1996

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can be approved for final plat approval, although he is sympathetic to the delays and costs.

Councilman Carlile asked:

1. if there was a signed agreement with the Beckstead's-- Developer said they have both agreed, and it may be signed tomorrow;
2. about the Salt Lake County Flood Permit--Developer replied it is not in yet;
3. about the maintenance agreement--City Engineer Haight said they are waiting for a number of things; and
4. do we have bond amounts?--waiting for the Developer to submit a copy of the engineers estimate.

Councilman Christensen made a motion to table this issue, and if the information is available next week that City Council review it. Councilman Carlile seconded the motion. The vote was unanimous in favor.

City Administrator Millheim clarified that this item will be placed back on the agenda when the issues are resolved to Staffs satisfaction.

D. FINAL SITE PLAN: Sterling Village Apartment Complex, Phase I, 11000 South 500 West Street (Approx.). (Pegasus Development)

Community Development Director Larkin said the City Council approved the preliminary site plan on April 2 with several conditions, and the applicant has addressed all of those issues. As a result, the Planning Commission recommended approval of the final site plan on June 12, subject to conditions by the City Engineer:

1. Applicant requested a variance in the road right-of-way from 106 ft. to 73 ft. A wider width in the road right-of-way will create a higher retaining wall to the west due to the steep slope.
2. The best solution to the off-site drainage is still being evaluated. The storm drain line will need to be upsized to accommodate development on the other side of the tracks, as well as the road that is being constructed (to be reimbursed as development occurs);
3. Culinary water--City will need a maintenance easement for each line.
4. Sewer--copy of the agreement between the applicant and

the Sewer District.

5. Grading--map requested showing exact boundary in Phase I.
6. Irrigation--signed agreement between irrigation users and developers.
7. Retaining wall construction details need to be submitted.

Councilman Christensen asked who would be maintaining the islands? City Engineer Haight said the City would be responsible, because it is a public street. City Administrator Millheim explained that the development agreement states once the City accepts the road, the City accepts the maintenance and all things contained therein. If the Applicant took over the maintenance of the islands, it would mean an amendment to the development agreement, and the City would not be opposed to such an amendment. Billy Reed, Pegasus, said he would be open to such an arrangement, and everyone agreed this would need to be discussed further with the possibility of the City providing the water, at no cost.

Councilman Warne asked if the bonding had been put in place? City Engineer Haight said no, and Councilman Warne suggested when the Applicant bonds for the road that they also bond for the park fees that the City is deferring to Phase II. Billy Reed, said this would be a problem because the development agreement states the City has the ability to lien the value of that property for fees, within a certain amount of time.

City Administrator read paragraph 8. B. from the development agreement. Park Fees--The City acknowledges that the development of the Project will include construction of various private recreation facilities for use by the occupants of the Project, and that such use will decrease the burden which the Project would otherwise impose on City park and recreational facilities. For this purpose, the City hereby agrees that the parks improvement fee otherwise applicable to the units in the Project will be deferred and reduced as follows: (i) the Phase I parks improvement fee will be deferred entirely until Phase II; (ii) the Phase II and Phase III parks improvement fees will be paid at the rate set forth in the attached Exhibit "E" as and when otherwise required hereunder; (iii) the Phase I parks improvement fee will be due when the Phase II parks improvement fee is due, but Developer will be credited with a deemed payment of \$166,320; and (iv) if all building permits for units in this Project are not applied for and issued not later than nine and one-half (9 1/2) years after the date of this Agreement, then the Phase I fee credit of \$166,320 will be due and payable in full within thirty (30) days after written demand from the City, and the City shall have a lien against the Project for such payment.

South Jordan City
City Council
June 18, 1996

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Councilman Warne thought this did not guarantee collection of the Park fees. City Attorney Mazuran said he negotiated that language, and there was a lot of give and take. Councilman Warne asked City Attorney Mazuran if it was his opinion that the City could lien the property if they do not pay the Park fees? City Attorney Mazuran responded yes.

Councilman Money made a motion to approve the final site plan for Phase I, Sterling Village Apartment Complex, Pegasus Development (Applicant), subject to the conditions outlined in the Staff Report. Councilman Carlile seconded the motion. The vote was unanimous in favor.

Councilman Warne made a motion to go into Closed Meeting to discuss Property Acquisition and Potential Litigation. Councilman Money seconded the motion. The vote was unanimous in favor.

CLOSED MEETING

The Council discussed property acquisition and potential litigation.

OPEN MEETING

Councilman Money made a motion to go back into Open Meeting. Councilman Christensen seconded the motion. The vote was unanimous in favor.

- E. EXTENSION OF TIME AGREEMENT for off-site improvements at 10344 South 2950 West Street. (C. Robert Morrison, Jr.)

City Administrator Millheim said on 2950 West there are existing extension of time agreements for similar situations. The property owner wants to develop a single family home, and following the City procedure they would be required is to put in curb, gutter, and sidewalk. The extension of time agreement says the improvements have to be put in within 60 days of when the City tells them to do so.

Councilman Christensen discussed doing a bond, either a cash or escrow. City Administrator Millheim said with a bond there is a time period that runs with it, and extension of time agreements are open ended and travel with the land.

Councilman Christensen suggested getting a copy of the County's ordinance (on how they provide security that the fee or bond will be paid without a time lapse, or losing the opportunity to build the infrastructure) which is simple, and works.

City Council felt extension of time agreements are a bad idea and

**SOUTH JORDAN CITY
REQUEST FOR CITY COUNCIL ACTION**

To: Honorable Mayor and City Council
From: Community Development Director
Date: September 3, 1996
Subject: **COMMERCIAL SUBDIVISION PLAT, STERLING VILLAGE
APARTMENT COMPLEX, 3 LOTS, C-FF ZONE DISTRICT,
PEGASUS DEVELOPMENT (APPLICANT).**

RECOMMENDATION:

Staff recommends holding a Public Hearing and if little or no negative comment
APPROVING this Commercial Subdivision Plat.

BACKGROUND:

Sterling Village has proposed dividing the parcel into phase parcels for credit and financing purposes. This proposed change does not violate the current Development Agreement between Pegasus and the City.

This is not a complicated issue and should be approved.



Dennis P. Larkin
Community Development Director



Dave Millheim
City Administrator



August 5, 1996

Dear Property Owner:

Pegasus Development has filed an application for a commercial subdivision at approximately 11000 South 500 West Street. They are proposing to subdivide their apartment development into 3 phases. This is not an application to change any previous approvals, but merely to divide each phase to provide financing for the development.

The South Jordan City Planning Commission will consider this application at a public hearing to be held on Wednesday, August 14, 1996 at 7:30 p.m. at the City Offices, located at 11175 South Redwood Road, South Jordan, Utah. All interested parties are invited to attend.

Should you desire further information, you can contact the Community Development staff at the City Offices or by telephone at (801) 254-1404 during regular business hours.

Sincerely,



Judith M. Hansen
Planning Technician



SOUTH JORDAN
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**SOUTH JORDAN CITY
PLANNING COMMISSION STAFF REPORT**

To: South Jordan City Planning Commission

From: Dennis P. Larkin, Community Development Director

Subject: **COMMERCIAL SUBDIVISION PLAT, STERLING VILLAGE
APARTMENT COMPLEX, 3 LOTS, C-FF ZONE DISTRICT,
PEGASUS DEVELOPMENT (APPLICANT).**

RECOMMENDATION:

Staff recommends holding a Public Hearing and if little or no negative comment **APPROVING** this Commercial Subdivision Plat.

BACKGROUND:

Sterling Village has proposed dividing the parcel into phase parcels for credit and financing purposes.

This is not a complicated issue and should be approved.

South Jordan City

MEMORANDUM

To: Dennis P. Larkin, Community Development Director
From: Kevin P. Nichol, P.E., Assistant City Engineer 
Date: August 14
Subject: **FINAL ENGINEERING REVIEW OF STERLING VILLAGE PARCEL
PLAT**

Engineering recommends approval of the plat with the following condition:

PLAT

1. Engineer/surveyor shall verify accuracy of map prior to recordation. Coordinate with City engineering staff for redlines.

SOUTH JORDAN CITY
APPLICATION FOR SUBDIVISION

Subdivision Name: Sterling Village Parcel Plat
Sketch Plat _____ Preliminary Plat _____ Final Plat

OWNER INFORMATION:

Name Sterling Village L.C.
Address 445 West 11000 South South Jordan, UT 84095
Business Phone 801.576.9400 Home Phone 801.576.6696

APPLICANT INFORMATION (If Not Owner):

Name: Same
Address: _____
Business Phone _____ Home Phone _____

ENGINEER INFORMATION:

Firm Name: Eckhoff Watson & Preator Cert. Number _____
Contact Firm Name: Robert Q. Elder, P.E. Telephone 801-261.0090
Address: 1121 E. 3900 So. Parkview Salt Lake City 84124-1214

SUBDIVISION INFORMATION:

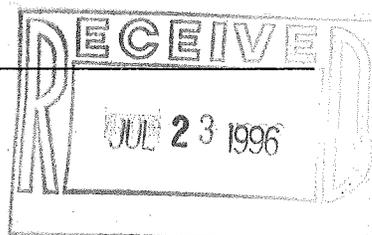
Zone District: _____ Property I.D. #(sidwell) _____
Property Size (acres): _____ # of Lots: 2
Gross Density: _____ Net Density: _____
Approximate Address: 445 West 11000 South

OWNERS AFFIDAVIT

I, (We) Sterling Village, L.C., being duly sworn, depose and say that I, (We) am the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

DATE: July 23, 1996 SIGNED: [Signature]

FEE: _____
Paid: _____, 19____
Received By: _____



FEE: \$150.00 plus \$5.00/lot.

SOUTH JORDAN CITY REQUEST FOR CITY COUNCIL ACTION

TO: Honorable Mayor and City Council

FROM: Community Development Director

DATE: November 14, 1995

SUBJECT: RECOMMENDATION: PROPOSED ORDINANCE MANDATING COMPLIANCE WITH THE GENERAL PLAN FOR THE MIXED USE AREA LOCATED BETWEEN 10600 AND 11400 SOUTH STREETS AND BETWEEN I-15 AND THE JORDAN RIVER.

RECOMMENDATION

Staff recommends APPROVAL of the attached ordinance.

BACKGROUND

The Planning Commission recommended approval of the attached ordinance at the November 8, 1995 meeting. The Planning Commission's information, the motion, and vote are attached for your information.

Respectfully submitted,

Review and Concur,



Ken Leetham
Community Development Director



Dave Millheim
City Administrator

DRAFT

ORDINANCE NO. ____

AN ORDINANCE ENACTING SECTION 12-3-040 OF THE SOUTH JORDAN CITY MUNICIPAL CODE PERTAINING TO COMPLIANCE WITH THE GENERAL PLAN OF SOUTH JORDAN CITY

BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH:

Section 1. Enactment. Section 12-3-040 of the South Jordan City Municipal Code is hereby enacted and adopted to read in its entirety as follows:

12-3-040. Compliance with General Plan Required.

All development of commercial, office, ~~multi-unit~~ multiple-family residential, recreational and open space uses within the area between 10600 and 11400 South and the I-15 freeway and the Jordan River located within South Jordan City shall comply with the provisions of the General Plan as to location, amount, and relationship of said uses within the area as the same may be amended from time to time.

Section 2. Severability. If any section, clause or portion of this Ordinance 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 Ordinance shall become effective upon publication, or posting, or thirty (30) days after passage, whichever ever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS ____ DAY OF NOVEMBER, 1995.

SOUTH JORDAN CITY

By: _____
Mayor

ATTEST:

City Recorder

SOUTH JORDAN CITY PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Community Development Director

DATE: November 8, 1995

SUBJECT: RECOMMENDATION: PROPOSED ORDINANCE MANDATING COMPLIANCE WITH THE GENERAL PLAN FOR THE MIXED USE AREA LOCATED BETWEEN 10600 AND 11400 SOUTH STREETS AND BETWEEN I-15 AND THE JORDAN RIVER.

RECOMMENDATION

Staff recommends APPROVAL of the attached ordinance.

BACKGROUND

The attached ordinance is proposed in order to insure compliance with the City's General Plan for the subject area. In recent revisions to the Utah planning enabling legislation, the State Legislature added a provision that allows communities to mandate or require compliance to adopted General Plans. In this way, the City can adopt a specific General Plan element such as the Mixed Use category which is currently proposed and require development to conform to that adopted plan.

In the past, the Commission has expressed concerns over the assurances which the City has regarding the type of development which will be done along the freeway. Staff believes that this ordinance, together with the proposed amendments to the General Plan and land development regulations, will provide the needed assurances to you and the City Council.

- E. Recommendation on proposed ordinance mandating compliance with the General Plan for properties generally located between 10600 and 11400 South Streets between I-15 and the Jordan River.

The Planning Commission made a motion to recommend approval of the proposed ordinance mandating compliance with the General Plan for properties generally located between 10600 and 11400 South Streets between I-15 and the Jordan River by unanimous vote on November 8, 1995.

SOUTH JORDAN CITY REQUEST FOR CITY COUNCIL ACTION

TO: Honorable Mayor and City Council

FROM: Community Development Director

DATE: November 14, 1995

SUBJECT: RECOMMENDATION: PROPOSED REZONING OF PROPERTY TO THE COMMERCIAL FREEWAY FRONTAGE (C-FF) ZONING DISTRICT AND RELATED AMENDMENT TO THE CITY'S ZONING MAP. PROPERTY LOCATED GENERALLY BETWEEN 10600 AND 11400 SOUTH STREETS AND I-15 AND THE JORDAN RIVER.

RECOMMENDATION

Staff recommends APPROVAL of the proposed rezoning of the subject properties to the Commercial-Freeway Frontage (C-FF) Zoning District.

BACKGROUND

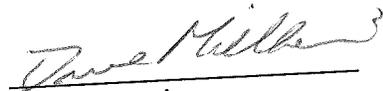
I have attached all the information provided to the Planning Commission for this item. The Commission recommended approval of this rezoning at their November 8, 1995 meeting by a 5 to 0 vote (see attached motion and vote).

Respectfully submitted,

Review and Concur,



Ken Leetham
Community Development Director



Dave Millheim
City Administrator

SOUTH JORDAN CITY PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Community Development Director

DATE: November 8, 1995

SUBJECT: RECOMMENDATION: PROPOSED REZONING OF PROPERTY TO THE COMMERCIAL FREEWAY FRONTAGE (C-FF) ZONING DISTRICT AND RELATED AMENDMENT TO THE CITY'S ZONING MAP. PROPERTY LOCATED GENERALLY BETWEEN 10600 AND 11400 SOUTH STREETS AND I-15 AND THE JORDAN RIVER.

RECOMMENDATION

Staff recommends APPROVAL of the proposed rezoning of the subject properties to the Commercial-Freeway Frontage (C-FF) Zoning District.

BACKGROUND

At the direction of the City Council, Staff has prepared this proposal to rezone all properties within the subject area to the C-FF zoning district. This action, together with the proposed ordinance amendments and mandatory compliance with the General Plan, should insure that all the properties in this location develop as desired.

The Future Land Use Element encourages the "pre-zoning" of properties along the freeway frontage areas (policy 2.15) in anticipation of commercial development. This proposed action is consistent with that policy.

It is imperative that the Commission make a recommendation on this item since the City Council will be reviewing this rezoning at their November 14, 1995 meeting.

D. Recommendation on Proposed Rezoning of Property to the Commercial Freeway Frontage (C-FF) Zoning District and related amendment to the City's Zoning Map. Property Located Generally Between 10600 and 11400 South Streets and I-15 and the Jordan River.

The Planning Commission recommended approval of the proposed rezoning of property to the Commercial Freeway Frontage (C-FF) Zoning District and related amendment to the City's Zoning Map for property located generally between 10600 and 11400 South Streets and I-15 and the Jordan River subject to adoption under the new land use map and element by unanimous vote on November 8, 1995.

SOUTH JORDAN CITY REQUEST FOR CITY COUNCIL ACTION

TO: Honorable Mayor and City Council

FROM: Community Development Director

DATE: November 14, 1995

**SUBJECT: RECOMMENDATION: PROPOSED CHANGES TO THE COMMERCIAL
FREEWAY FRONTAGE (C-FF) ZONING DISTRICT AND THE PLANNED
UNIT DEVELOPMENT (PUD) CHAPTER OF THE CITY'S ZONING
ORDINANCE.**

RECOMMENDATION

Staff recommends APPROVAL of the proposed amendments to the Commercial Freeway Frontage (C-FF) Zoning District and the Planned Unit Development (PUD) Chapter of the Zoning Ordinance.

BACKGROUND

The Planning Commission recommended approval on November 8, 1995 of the attached regulations with minor changes as noted in the following sections: 12-16-070, c (4) and 12-18-040, k, (5). The Planning Commission material, motion, and vote have been provided for your information.

Respectfully submitted,

Review and Concur,



Ken Leetham
Community Development Director



Dave Millheim
City Administrator

DRAFT

11-7-95

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16 OF TITLE 12 OF THE SOUTH JORDAN CITY MUNICIPAL CODE RELATING TO THE COMMERCIAL-FREEWAY FRONTAGE (C-FF) ZONE.

BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH:

Section 1. Amendment. Chapter 16 of Title 12 of the South Jordan City Municipal Code is hereby amended and enacted to read in its entirety as follows:

Chapter 12-16. Commercial-Freeway Frontage (C-FF) Zone

- 12-16-010. Purpose and Objectives
- 12-16-015. Permitted Uses
- 12-16-020. Conditional Uses
- 12-16-030. Area and Density Regulations
- 12-16-040. Lot Frontage
- 12-16-050. Yard Requirements
- 12-16-060. Projection into Yards
- 12-16-070. Development Standards
- 12-16-080. Building Height
- 12-16-090. Uses Within Buildings
- 12-16-100. Distance Between Buildings
- 12-16-110. Outside Storage
- 12-16-120. Permissible Lot Coverage
- 12-16-130. Trash Storage
- 12-16-140. Parking, Loading and Access.
- 12-16-150. Clear Vision at Intersections
- 12-16-160. Bonds

12-16-010. Purpose and Objectives.

The Commercial-Freeway Frontage Zoning District (C-FF) is a special zoning district established to allow integration of compatible land uses consisting primarily of commercial development in the area between the Jordan River and the I-15 Interstate Freeway as outlined in the City's General Plan. The purpose of this zoning district is to encourage imaginative and efficient utilization of land through large scale development, greater flexibility, consolidation of open space, clustering of buildings and the integration of compatible land uses (i.e., commercial, multi residential PUD, recreational and open space) in attractively designed buildings in a well planned and coordinated setting together with attractive landscaping. The mixture of land uses is intended to create a more attractive and desirable environment in which to provide for the establishment of retail commercial businesses, large offices, compatible multi-unit residential PUD development, open space and recreational facilities in close proximity to each other as specified in the City's General Plan.

This zoning district is established to:

(a) Provide primarily for the establishment of retail commercial business that are accessible to regional transportation facilities.

(b) Promote an aesthetically pleasing gateway to the City.

(c) Encourage creation of planned retail commercial centers and facilities of good design and efficient function to serve the needs of the public.

(d) Regulate the development of commercial areas to provide for improved appearance, protection of adjacent property, preservation of street functions, provision of off-street parking and efficient use of municipal services.

(e) Encourage uses that are compatible with development of the South Towne Mall area.

(f) Preserve an area in the City to be used primarily for retail sales business establishments.

(g) Provide adequate and accessible commercial and business services to all City residents.

(h) Provide an area in the city where firms can engage in retail sales, and for incidental service facilities to serve the area. The basic objectives of the C-FF zone are to provide space for retail sales uses within the city in appropriate locations and to discourage uses from locating within this zone which will tend to deteriorate the retail sales environment, and interfere with the use of the land for retail sales purposes.

(i) Provide adequate and accessible employment opportunities, commercial businesses, a sound tax base and services to City residents and other residents of Salt Lake County.

(j) Provide an area in the City to which may be used for compatible multi unit residential PUD dwellings which may include condominiums and/or apartments which are determined by the City to be compatible with the primary retail commercial uses in the area. Multiple unit dwellings shall be considered a secondary limited use and shall be limited to those areas designated in the City's General Plan for such use. Multiple unit dwellings may not be extended into areas within the zone which are designated in the General Plan as commercial areas or for other uses.

(k) Provide open space for recreational purposes in accordance with the General Plan.

(l) Allow a mixture of commercial, multi-unit residential PUD, recreational and open space uses in a planned environment provided the specific location, amount and relationship of said uses are approved by the City Council after reviewing a recommendation from the Planning Commission. Areas to be devoted to each of the land use classifications are shown on the Land Use Element of the City's General Plan.

12-16-015. Permitted Uses.

- (a) Banks, Credit Unions, Savings and Loans
- (b) Department Stores
- (c) Hotels and Motels

(d) Large office buildings containing at least 30,000 square feet.

(e) Parks and open space

12-16-020. Conditional Uses.

The following uses are permitted within the Commercial-Freeway Frontage Zone only after they have been specifically approved as consistent with the General Plan and after a conditional use permit has been issued by the City.

(a) Automotive dealerships including new and used car and truck sales.

(b) Automotive service centers.

~~(c) Banks, credit unions, and savings and loans.~~

(c) New boat sales (new). Used boat sales will be permitted only as an accessory to new boat sales.

(d) Food stores.

(e) Furniture and home furnishings retail sales.

~~(f) Health and Fitness Centers.~~

(g) Lumber, hardware and home improvement retail sales.

(h) Malls and commercial centers for retail sales.

(i) Motion picture theaters.

(j) Office buildings containing less than 30,000 square feet.

~~(k) Planned unit developments, multi-unit residential and/or commercial.~~

(l) Recreational vehicle sales. Used recreational vehicle sales will be permitted only as an accessory to new recreational vehicle sales.

(m) Restaurants.

~~(i) Hotels and motels.~~

~~(j) Department stores.~~

(n) Other commercial retail businesses which are determined by the City to be similar and compatible with the above referenced uses.

12-16-030. Area and Density Regulations.

No minimum size requirement is specified except for planned unit developments. Each lot or parcel in the C-FF Zoning District shall be of sufficient size to assure compliance with the City's Off-Street Parking, Landscaping, Site Plan and Zoning Ordinances.

12-16-040. Lot Frontage.

Each initial lot or parcel of land in the C-FF Zone shall have a minimum frontage of 150 feet, except that additional parcels may be added with no width requirements provided that the lot can comply with the provisions of the Off-Street Parking Ordinance.

12-16-050. Yard Requirements.

(a) Front Yard. Each lot or parcel of land in the C-FF Zone shall have a front yard depth of not less than thirty feet. The City Council, in consideration of the prior recommendations of the Planning Commission, may reduce the front yard to 15 feet if it finds the yard reduction provides a more attractive and efficient use of the property. The public street right-of-way shall be considered the front property line of a lot. Where a lot is bordered on two or more sides by a public street right-of-way, all such sides shall be considered as front property lines, and the area between the front property line and the building lines shall be known as the front yard in all cases.

(b) Side Yard. Each lot or parcel of land in the C-FF Zone shall have a side yard of at least 15 feet when located adjacent to a residential or agricultural zoning district. There shall be no requirements in those instances where the side property line abuts a commercial or industrial zone.

(c) Side Yard-Driveways. When used for access to any garage, carport, or parking area having less than five parking spaces, a side yard shall be wide enough to accommodate an unobstructed 12 foot paved driveway. When used for access to a garage, carport, or parking areas having six or more parking spaces, a side yard shall be wide enough to provide an unobstructed 12 foot paved driveway for one-way traffic, or a 20 foot paved driveway for two-way traffic.

(d) Rear Yard. There shall be a rear yard of 15 feet for all uses ~~except that where a building is located there shall be a rear yard of 30 feet.~~ In the event that the rear of a building faces an arterial or collector street or is adjacent to property zoned for residential, there shall be a setback of 30 feet. The City Council, upon prior recommendation of the Planning Commission, may reduce the rear yard, if in its judgment the yard reduction provides a more attractive and more efficient use of the property.

(e) General Building Locations and Setbacks. In addition to the specific building setback requirements listed above, no building shall be closer than 5 feet from any private road, driveway or parking space. The intent of this requirement is to provide for building foundation landscaping and to provide protection to the building. Exceptions may be made for any part of a building that contains a drive-up window.

12-16-060. Projection into Yards.

(a) The following structures may be erected on, or projected into any required yard, except into a required driveway:

- (1) Fences and walls in conformity with City ordinances.
- (2) Landscaping elements, including trees, shrubs, and other plants.
- (3) Necessary appurtenances for utility service.

(b) The structures listed below may project into a minimum front or rear yard not more than 4 feet, and into minimum side yard not more than 2 feet, except that required driveways shall remain unobstructed from the ground upward.

- (1) Cornices, eaves, belt courses, sills, buttresses, or other similar architectural features.
- (2) Stairways, balconies, door stoops, fire escapes, planter boxes, or masonry planters not exceeding 24 inches in height.

12-16-070. Development Standards.

The following development standards shall apply within the C-FF Zone:

(a) Architectural Design.

(1) All buildings within this zone shall be designed by a licensed, professional architect and all drawings submitted for approvals and/or permits shall bear the architects stamp for the State of Utah.

(2) All sides of the buildings shall receive design consideration, particularly where exposed to vehicular traffic of adjoining properties.

(3) Building exterior materials shall be 85 percent brick, stone, colored decorative block or glass. Metal buildings are prohibited and cinder block buildings are prohibited unless covered with brick veneer. All buildings within a development shall possess a similar architectural theme. Building styles and colors shall be compatible with existing buildings in the area.

(4) Design of building facade facing the freeway must be at least equal to the quality of the front or main entrance to the building.

(5) Buildings shall be designed to relate to grade conditions with a minimum of grading and exposed foundation walls.

~~(6) Exterior building materials shall be composed of colors that will blend into the environment.~~

~~(6)~~(7) Mechanical equipment shall be located or screened so as not to be visible from public and private streets. Screens shall be aesthetically incorporated into the design of the building whether located on the ground or on the roof. Roof tops of buildings shall be free of any mechanical equipment unless completely screened from all points of view along the freeway by an architectural parapet. Screening materials shall be compatible with those of the building.

(b) Landscaping.

(1) A minimum of 15 percent of any lot on which there will be a commercial or industrial use shall be landscaped. Such landscaping shall be composed of natural landscaping elements including lawn, shrubs, trees and planted ferns.

The regulations described in this Section shall be mandatory except that the Planning Commission may reduce the 15 percent requirement by 5 percent in return for any one or a combination of the following: (The applicant shall show

during site plan review that the reduction of the requirement will not create undue impact on abutting properties.)

(i) The planting of specified trees that are larger than minimum size shown in sub-section (2) below.

(ii) Expansion in depth of the front yard landscape requirement (as shown in sub-section (2)).

(iii) The use of a berm of at least 3 feet high above curb level in the required front yard landscape area.

(2) Front Yard. A minimum of 20-15 feet of landscaping shall be provided, as measured from the front property line after any required street dedication. This standard shall apply to all frontages except where a meandering sidewalk is provided 24 feet of landscaping shall be required. Frontages on arterial streets shall be planted with trees (as specified by the Street Tree Planting Guide) at least ~~or~~ two-inch caliper in size at intervals of 30 feet.

~~The Planning Commission may approve the elimination of the parkstrip in a commercial district allowing the sidewalk to be placed against the curb and gutter. If the elimination of the park strip is approved by the Planning Commission, the sidewalk shall be increased to five feet. In addition, the front landscape area shall be 19 feet. Trees shall be planted in the front landscaped area according to the streetscape guide. If the sidewalk meanders, 24 feet of landscaping is required.~~

(3) Side and Rear Yards. Side and rear setback areas that are open to view from public rights-of-way or from residential property shall have a minimum of 10 feet of landscaping. Side and rear setback areas which are not open to view from public rights-of-way or from residential property shall have a minimum of 3 feet of landscaping. ~~There shall be a minimum of 3 feet of landscaping between parking areas and side or rear property lines (except between commercial uses where not visible) and a minimum of 3 feet of landscaping between an access driveway and a side of rear property line unless said driveway is to be used for common access by an adjacent lot. Other side and rear setback areas that are open to view from public rights of way or from residential property shall have a minimum of 10 feet of landscaping.~~

(4) Parking in Landscaped Area. Parking within the minimum landscaped area is prohibited.

(5) Landscape Plan. All developments in the C-FF Zone shall be required to submit a landscape plan prepared by a professional landscape architect.

~~(6)~~ (5) Landscaping in Parking Area.

(i) Landscaping planters and/or raised barrier sidewalks shall be installed along buildings and any paved areas to provide safety to pedestrians and protect the structure.

(ii) All landscaped areas abutting any paved area shall be curbed.

(iii) At intersections of streets, driveways, sidewalks, etc., landscaping shall be limited to a height of not more than 3.5 feet above street level within the area required for minimum sight distances as specified in the Geometric Design Guide (AASHTO) for local roads and streets.

(iv) Any traffic channelization island shall be fully landscaped.

(v) Trees shall be required in parking strips at a minimum interval of 30 feet according to the street planning guide for arterial and collector streets.

(vi) Boundary landscaping around the perimeter of parking areas shall be separated by a concrete curb or wall at least 6 inches higher than the parking area. For the purpose of calculating the minimum percentage of landscaping in parking areas, boundary landscaping may be included.

(vii) All unpaved areas not utilized for parking, access, or storage, shall be landscaped utilizing ground cover, shrub and tree materials, and/or dry landscape materials (but not to exceed more than 10 percent dry landscaping). Undeveloped areas proposed for future expansion shall be maintained free of weeds and trash.

~~Landscaping. (Alternate provision) The purpose of the landscaping guidelines are to promote aesthetically pleasing developments. No plans for any building, structure or other improvements shall be approved by the Planning Commission and City Council unless there shall also have been submitted separate landscape plans to the Planning Commission and City Council. Landscaping in accordance with the plans submitted must be installed within 30 days following the occupancy of the site or as otherwise approved by the Planning Director as seasonal conditions may dictate. The developer shall bond for such landscape improvements to ensure that installations are completed as submitted and approved.~~

~~The land area not occupied by buildings, structures, hard surface vehicular driveways or pedestrian walkways shall be landscaped as approved by the Planning Commission and City Council. After any required landscaping has been installed it shall not be removed without the approval of the City Council upon prior recommendation of the Planning Commission.~~

~~(1) Site or Property Landscaping.~~

~~(i) 20% large trees and shrubs in a combination of deciduous trees with a caliper greater than 3 inches and evergreen trees with a height greater than 8 feet.~~

~~(ii) 50% medium trees and shrubs in a combination of deciduous trees with a caliper from 2 inches to 3 inches and evergreen trees with a height from 5 to 8 feet.~~

~~(iii) 30% small trees and shrubs in a combination of deciduous trees with a caliper of 1 1/2 inches to 2 inches and evergreen trees with a height of 4 feet. It~~

shall be the responsibility of the developer to grade, place topsoil, seed, sod, install sprinkler irrigation system and properly plant trees, shrubs, and other appropriate plant materials.

The entire site must be landscaped with trees, shrubs, ground cover, and/or turf. At the discretion of the Planning Commission and City Council, some sites may be left in their natural condition temporarily or permanently if site conditions dictate. If construction procedures destroy the natural ground cover the area must be replaced to its previous condition.

(2) ~~Street Trees.~~ Street trees shall be installed along all public rights of way by the developer of the property. The location and spacing of trees shall be determined by the City Council upon prior recommendation of the Planning Commission. The developer shall select the species of trees to be planted from the following list:

(i) ~~For street along major streets, 10600 South, 10000 South and the Frontage Road: Acer Plantanoids—Norway Maple; Acer Rabrum—Red Maple; Tila Cordata—Littleleaf Linden; Tila x euchlora—Crimean Linden; Quercus Rubra—Red Oak.~~ Trees shall be installed at a minimum size of two inches caliper and provisions shall be made by the developer for proper irrigation and maintenance of street trees.

(ii) ~~For planted medians and accent trees at intersections: Crataegus lavalleyi—Lavelle Hawthorne; Prunus cerasifera "Newport"—Newport Flowering Plum; Prunus serrulata "Kwanza"—Kwansan Flowering Cherry; Crataegus Phaenopyrum—Washington Hawthorne; Malus species—Flowering Crabapples.~~ Median and accent trees shall be installed at a minimum size of two inch caliper and provisions shall be made by the developer for proper irrigation and maintenance of median and accent trees.

(3) ~~Highway Landscaping.~~ Highway landscaping shall be required whenever a front, rear, or side yard is adjacent to Interstate 15. A minimum 20 foot landscaped strip shall be required along the entire freeway frontage of all properties. The same landscape requirements shall exist in the landscape strip as required in other areas of the site. These are high visibility sites. Developers shall understand that where high volume of traffic are frequently exposed to developer's business that developer and the City will greatly benefit by treating this area with care.

On properties adjacent to Interstate 15 and its interchanges, developers may be required to participate in special landscape improvements and maintenance of State rights of way. All service, loading and storage areas which face the freeway must be completely screened from public view by solid fencing, walls and additional landscaping.

(4) ~~Parking Area Landscaping.~~

~~(i) Landscaping shall comprise a minimum 5 percent in all parking areas, in addition to all front, side and rear landscaping requirements. Parking within the minimum landscaped area is prohibited.~~

~~(ii) Landscaping planters and/or raised barrier sidewalks shall be installed along buildings and any paved areas to provide safety to pedestrians and protect the structure.~~

~~(iii) All landscaped areas abutting any paved area shall be curbed.~~

~~(iv) Any traffic channelization island shall be fully landscaped.~~

~~(v) Trees shall be required in park strips at a minimum interval of 30 feet.~~

~~(vi) All landscaped areas shall be watered by an installed irrigation system.~~

~~(5) Any proposed change to the approved landscaping plan will necessitate an amended site plan approval. It shall be the responsibility of the property owner to properly maintain landscaped areas in accordance with the approved site plan. Maintenance activities include, but are not limited to, watering, mowing, proper pruning, fertilizing, the removal and replacement of dead plant materials in a timely manner and the maintenance of irrigation systems. Pruning trees for the sole purpose of exposure is prohibited.~~

(c) Screening. An opaque wall screen shall be installed and maintained along lot lines that coincide with all zoning boundaries, other than streets, where the premises abut residential uses. Except as otherwise provided, it shall have a total height of not less than 6 feet nor more than 7 feet. Where there is a difference in elevation on opposite sides of the screen the height shall be measured from the highest elevation. ~~For commercial areas abutting residential districts, a screen shall consist of one, or any combination, of the following types:~~

(1) Walls. Construction materials shall only include ceramic tile, stone, brick, concrete panel, concrete blocks, or other materials as approved by the Planning Commission. Posts must be required with rebar and wire as specified by the Engineering Department.

(2) Signs. No signs or sign supports shall be permitted on any required screening.

(3) Unique Impacts. Under special conditions where it has been determined that the development may create unique impacts on an adjoining residential district, such as in the case of hillside developments, the Planning Commission may review and approve other methods of screening such as bermed landscaping, open construction, screen height, placement of screen or other types of screening.

(4) Storage, Trash and Mechanical Equipment. Storage areas which do or do not contain garbage or rubbish containers (dumpsters) shall be screened with landscaping ~~or~~ and opaque

Each wall or fence shall be constructed of materials which match exterior materials to be used on proposed buildings. } insert here

fencing. Each wall or fence shall be at least 6 feet in vertical height or equal in height to the containers or dumpsters to be screened and shall be sufficient to screen such facilities from a public street or neighboring lot.

No outdoor storage display or dumpster shall be located within 30 feet of any residential district and no storage display or dumpster shall be permitted in the required front yard setback.

All mechanical equipment (air conditioning, transformers, etc.) shall be screened with opaque material.

(d) Grading and Drainage. All drainage of water from any lot must follow applicable South Jordan City requirements. Drainage shall not be allowed to flow upon adjacent lots unless an easement for such purpose has been granted by the owner of the lot upon which the water flows.

(e) Driveway Access and Design.

(1) Unobstructed and direct driveways shall be provided from commercial off-street parking or loading facilities to a street or alley. Loading driveways may coincide with driveways to parking facilities.

(2) In establishing permissible curb openings and sidewalk driveway crossings for access to private property, such curb openings or driveways shall not be authorized where they are unnecessary or where they would interfere with the movement of vehicular traffic, with public improvements, or with the rights of the public in the adjacent street or alley, and in no case shall any curb opening be of greater width than necessary for reasonable access to the property to be served. In determining the width of curb openings and spacing of driveways, the end transitions in each case will not be considered a part of the length of the curb opening. The curb opening or width of each driveway shall be defined as the throat width of the driveway at the inside point of the curb transition radius at the top face of the curb.

(3) Frontage on Arterial or Major Collector Streets. Uses on parcels with at least 150 feet of frontage are allowed only one access onto an arterial or a major collector street as designated on the Official Street Map. Uses on parcels with less than 150 feet of frontage shall be required to share a common driveway in order to assure 150 feet of distance between driveways.

(4) Frontage on Minor Collector or Local Streets. Uses on parcels with at least 70 feet of frontage are allowed only one access onto a minor collector street or local street as designated on the Official Street Map. Uses with less than 70 feet of frontage shall be required to share a common driveway in order to assure 70 feet of distance between driveways.

(5) If a capacity or safety need for more than one driveway opening can be demonstrated to the City Engineer, additional driveway openings may be allowed.

(6) Where commercial uses share a property line, off-street parking lots serving the properties shall be made accessible to each other, where possible.

(7) Driveways and Curb Design.

(i) One-way driveways shall be not less than 12 feet, nor more than 25 feet in width except that no two complementary one-way driveways may total more than 40 feet in width. Two-way driveways shall be not less than 25 feet nor more than 32 feet in width. In determining the width of curb openings and spacing of driveways, the end transitions in each case will not be considered a part of the width of the curb opening.

(ii) Driveways shall be located a minimum of 5 feet from the side property line, measured from the nearest end transition point. This does not apply to side property lines abutting public rights-of-way.

(iii) Driveways shall have a minimum end transition (curb radius) of 10 feet and a maximum of 30 feet. There shall be at least 24 feet of full height curb between the end transition point (point of curvature of the curb lines) of any two driveways, except as noted in paragraphs (4) and (5) of this Section.

(iv) Where a common driveway is of the split, one-way directional type, there shall be at least 5 feet between the end transition points of the two driveways.

(v) Wherever a common driveway is constructed serving two or more properties; the common curb opening shall have a maximum width of 36 feet.

(vi) The total width of all curb openings shall not exceed 40 percent of the frontage. For corner lots, the total width of curb openings shall not exceed 30 percent of the combined frontages.

(vii) No throat of a driveway of curvature for any driveway curb opening shall be permitted within 25 feet of public right-of-way of an intersecting street.

(viii) No curb opening will be approved which contemplates vehicle encroachment on any portion of the street right-of-way for loading, standing, or unloading.

(ix) Curb openings must serve only those off-street parking spaces or loading zones that conform to South Jordan City standards.

(x) Curb openings shall be entirely within the extension of the side property lines extended perpendicular to the street center line.

(xi) Curb openings and driveways shall be paved and shall provide for adequate drainage.

(xii) Curbs for driveway approaches shall be of the radius type and be provided with wheel chair ramps.

(xiii) Upon the issuance of a building permit, any unused or abandoned curb openings or portion thereof shall be restored to the original curb section by the removal of existing material and replacement of curbing

at the expense of the abutting property owner. Upon refusal or neglect of the owner or agent to restore the curb and gutter to their original section, the City shall proceed to do such work and all expenditures so incurred shall be charged against the owner or agent.

(xiv) Improvements in the public right-of-way shall be designed and constructed in conformance with the applicable specifications. The minimum design vehicle shall be the single unit truck.

No object shall be so situated as to interfere with the required sight-distance of intersections as set forth in AASHTO specifications.

(f) Ditches and Canals. Open ditches or canals shall not be allowed within the project site. The developer shall work with the property owners and irrigation companies to:

(1) Determine methods of covering, realigning, or eliminating ditches or canals within or adjoining the development.

(2) Determine sizes of pipes and culverts required.

(3) Responsibility of periodic inspection, cleaning and maintenance of such ditches, pipes and culverts.

(4) Insure uninterrupted flow to all water users.

(g) Utilities. All future utility distribution lines shall be underground in the designated easements, except that above ground utility distribution lines may be allowed along City collector streets. No pipe, conduit, cable, line for water, gas, sewage, drainage, steam, electricity or any other energy or service shall be installed or maintained upon any lot (outside of any building) above the surface of the ground except hoses, movable pipes used for irrigation or other purpose during construction. Transformers shall be grouped with other utility meters where possible and screened with vegetation and other appropriate methods.

(h) Lighting. Electrical reflector, spotlights, floodlights and other sources of illumination may be used to illuminate buildings, landscaping, signs, parking and loading areas, on said property, provided they are equipped with proper lenses or other devices concentrating the illumination upon the building, landscaping, signs, parking and loading areas, on any property, and preventing any bright, direct illumination upon adjacent property or any public right-of-way. No unshielded lights, reflectors, or spotlights shall be so located that they are shining towards or are directly visible from frequently traveled public rights-of-way.

(i) Signs. Signs are permitted subject to the provisions of the South Jordan City on-premise and off-premise sign regulations.

(j) Parking Lots and Loading.

(1) General. There shall be provided at the time of erection of any main building or at the time any main building is enlarged or increased in capacity, minimum off-street parking space with adequate provision for ingress and egress by standard-sized automobiles in accordance with the requirements herein.

(2) Parking Areas, Development and Maintenance. Every parcel of land hereafter used as a public or private parking area, including a commercial parking lot or an automobile, boat, recreational vehicle, or other open-air sales lot, shall be developed and maintained in accordance with the following requirements:

(i) Curb. The perimeter of the paved surface shall be finished with concrete curb and handicap ramp, where necessary.

(ii) Landscaping. The planting of trees, lawn and shrubs or other approved material is required within appropriate areas, especially along street frontage, and along boundaries that abut residential lots.

(iii) Surfacing. Every parcel of land hereafter used as a public parking area shall be paved with an asphaltic, brick or concrete surfacing, and shall be so arranged and marked as to provide the orderly and safe loading or unloading and parking and storage of vehicles.

(iv) Lighting. Lighting used to illuminate an off-street parking area shall be so arranged as to reflect the light away from adjoining residential premises.

(v) Off Premise Parking. Where parking is to be provided off of the premises, a recorded document, signed by the owners of the property, stipulating to the permanent use of the site for parking shall be filed with the Planning Department. Such parking shall be within 200 feet of the use for which the parking is being provided.

Required parking may be separated on the same site by landscaping or building elements.

(k) Off-Street Loading.

(i) For every building or part thereof having a gross floor area of 10,000 square feet or more, which is to be occupied by a commercial use, to or from which delivery of materials or merchandise are regularly made by motor vehicle, there shall be provided and maintained, on the same lot with such building, at least one off-street loading space plus one for each additional 20,000 square feet or major fraction thereof. Additional parking may be required depending upon the use.

(1) Each loading space shall be not less than 12 feet in width and 25 feet in length and 14 feet high if covered or enclosed.

(2) Such loading space may occupy the rear or side yard except that it shall be located no closer than 30 feet from the edge of the dock to any residential district. Loading areas shall be screened from view from public streets.

12-16-080. Building Height.

In the C-FF Zone, the maximum height of buildings shall be as follows:

(a) Multiple residential use areas - two stories or 40 feet whichever is greater.

(b) Commercial use areas - no limitation except as may be imposed by the most recent edition of the Uniform Building Code adopted by the City, or as may be established as a condition of approval on the preliminary or final plan by the Planning Commission and City Council.

(c) Recreational use areas - two stories or 35 feet, whichever is greater.

12-16-090. Uses Within Buildings.

All uses established in the C-FF Zone shall be conducted entirely within a fully enclosed building except those uses deemed by the City Council in consideration of the prior recommendation of the Planning Commission to be customarily and appropriately conducted in the open.

12-16-100. Distance Between Buildings.

The distance between buildings shall be as dictated by the latest edition of the Uniform Building Code adopted by the City of South Jordan.

12-16-110. Outside Storage.

The storage of merchandise or equipment shall be accommodated entirely within an enclosed structure. These structures shall be constructed using a design compatible with the primary structure.

12-16-120. Permissible Lot Coverage.

Lot coverage by buildings and covered or semi-enclosed accessory buildings shall not exceed 50 percent. Coverage for both buildings and paved areas (parking, loading and circulation) shall not exceed 90 percent, thereby reserving a minimum of 10 percent for landscaped areas after completion of any future expansion. Existing developments may expand only to the extent of coverage limits above. If such existing developments currently exceed the above coverage limits, expansion shall not occur.

12-16-130. Trash Storage.

No trash, garbage, used materials, or wrecked or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be screened from public streets by opaque fence or wall, or shall be kept in fully enclosed buildings. All structures built to accommodate the storage of trash and garbage shall be constructed using a design compatible with the primary structure

and meeting all of the architectural design standards outlined in Section 12-16-080 of this Chapter.

12-16-140. Parking, Loading and Access.

Each lot or parcel in the C-FF Zone shall have on the same lot or parcel off-street parking sufficient to comply with Chapter 23 of this Title.

12-16-150. Clear Vision at Intersections.

No landscaping, wall, fence, sign or other structure that would obstruct the clear vision of intersecting streets shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines.

12-16-160. Bonds.

In order to insure that the development will be constructed to completion in an acceptable manner, the developer shall enter into an agreement and provide a letter of credit or escrow deposit similar to the requirement applicable to subdivisions. The agreement and letter of credit or escrow deposit shall assure timely installation of all required landscaping, flood control facilities, parking, street improvements and any other improvements required pursuant to the approved site plan.

Section 2. Severability. If any section, clause or portion of this Ordinance 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 Ordinance shall become effective upon publication, or posting, or thirty (30) days after passage, whichever ever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS _____ DAY OF NOVEMBER, 1995.

SOUTH JORDAN CITY

By: _____
Mayor

ATTEST:

City Recorder

DRAFT

11-7-95

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 12-3-040 OF THE SOUTH JORDAN CITY MUNICIPAL CODE PERTAINING TO COMPLIANCE WITH THE GENERAL PLAN OF SOUTH JORDAN CITY

BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH:

Section 1. Enactment. Section 12-3-040 of the South Jordan City Municipal Code is hereby enacted and adopted to read in its entirety as follows:

12-3-040. Compliance with General Plan Required.

All development of commercial, office, multi-unit residential, recreational and open space uses within the area between 10600 and 11400 South and the I-15 freeway and the Jordan River located within South Jordan City shall comply with the provisions of the General Plan as to location, amount, and relationship of said uses within the area as the same may be amended from time to time.

Section 2. Severability. If any section, clause or portion of this Ordinance 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 Ordinance shall become effective upon publication, or posting, or thirty (30) days after passage, whichever ever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS _____ DAY OF NOVEMBER, 1995.

SOUTH JORDAN CITY

By: _____
Mayor

ATTEST:

City Recorder

DRAFT

11-7-95

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18 OF TITLE 12 OF THE SOUTH JORDAN CITY MUNICIPAL CODE RELATING TO PLANNED UNIT DEVELOPMENTS.

BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH:

Section 1. Amendment. Chapter 18 of Title 12 of the South Jordan City Municipal Code is hereby amended and enacted to read in its entirety as follows:

Chapter 12-18. Planned Unit Development.

- 12-18-010. Purpose and Objectives
- 12-18-020. Conditional Use
- 12-18-030. Area and Density Requirements
- 12-18-040. Standards and Requirements
- 12-18-050. Application and Preliminary Development Plans
- 12-18-060. Action - Preliminary Development Plans
- 12-18-070. Final Development Plans
- 12-18-080. Action - Final Development Plans
- 12-18-090. Open Spaces
- 12-18-100. Bonds
- 12-18-110. Condominium Covenants
- 12-18-120. Inadequate Maintenance

12-18-010. Purpose and Objectives.

The purpose of Planned Unit Development (PUD) is to encourage creative and efficient utilization of land through the clustering of buildings and the integration of compatible land uses. The Planned Unit Development may provide a mixture of commercial, residential, and recreational uses in a planned environment, provided that the specific location, amount, density, and relationship of said uses are approved by the City Council in consideration of the prior recommendation of the Planning Commission as part of a comprehensive development plan established for the Planned Unit Development. The design and/or mixture of land uses is intended to create a more convenient and more effective integration of uses which may work in concert to create a more attractive and desirable environment in which people can enjoy commercial activities, employment, residence and leisure within the same development. The application of a Planned Unit Development concept is intended to encourage good neighborhood and building design, thus ensuring substantial compliance with the intent of the zoning district regulations and other provisions of this Title relating to the public health, safety and general welfare, and at the same time securing the advantages of large-scale site planning for commercial and residential development.

12-18-020. Conditional Use.

Planned Unit Developments may be allowed as a conditional use in zones providing for planned unit developments as a conditional use. In addition, the City Council, after receiving recommendations of the Planning Commission, may modify the requirements of any zone to provide for a planned unit development.

12-18-030. Area and Density Requirements.

~~The Planned Unit Development may provide a mixture of commercial, residential, and recreational uses in a planned environment, provided that the specific location, amount, density, and relationship of said uses are approved by the City Council in consideration of the prior recommendation of the Planning Commission as part of a comprehensive development plan established for the Planned Unit Development. No Planned Unit Development PUD shall be allowed on any property with an area of less than 20 acres. PUD density requirements shall be established based upon the densities allowed within the zoning district where the PUD is located; provided however, densities higher than those ordinarily allowed in any zoning district may be approved by the City Council upon prior recommendation of the Planning Commission subject to conditions imposed by the City Council.~~

12-18-040. Standards and Requirements.

A planned unit development established under the provisions of this Chapter shall conform to the following standards and requirements:

(a) ~~One Ownership. Single Development Control.~~ The area proposed for the Planned Unit Development shall be under single development control through ownership owned by one person, partnership, corporation, limited liability company, or joint venture during development to provide for full supervision and control of said development, and to ensure conformity with these provisions and all conditions imposed upon the preliminary and final development plans.

(b) Plan Preparation Team. The final development plan shall be prepared by a design team which is composed of qualified professionals which may include some or all of the following: an architect, a landscape architect, and an engineer or land surveyor, or community planner all licensed to practice in the State of Utah.

(c) Land Area. The minimum land area for a PUD shall be 20 acres.

(d) Location of Buildings. With the following exceptions, buildings may be located as approved in the final development plans. Locations and arrangements of buildings on each lot or parcel should be accomplished in a manner that will best utilize the lot or parcel area and create an attractive environment. The following exceptions shall be considered as minimum requirements if they apply:

(1) Garages and entrances facing directly on a street, whether in the front or side yard, shall be set back at least 25 feet from the property line.

(2) In those instances where a proposed PUD will front upon one or more existing public streets, the setback from the street shall be equal to that required by the most restrictive zoning on property immediately adjacent thereto or across the public street therefrom.

(e) Core. Where feasible, buildings and uses of lowest height and intensity shall be arranged around the boundaries of the development.

(f) Site Plan. ~~Lot areas, width, yard, height, density, and coverage regulations shall be determined by approval of the site plan. Site plan approval shall be required and shall be obtained in accordance with the provisions of Chapter 12-22 of this Title.~~

(g) Attached or Detached. The proportion of attached residential dwelling units to detached units shall be determined by the City Council in consideration of the prior recommendation of the Planning Commission.

(h) Tree Preservation. Every effort shall be made by creative site planning, to preserve all existing trees or substantial shrubs on a development site.

(i) Open Spaces. Not less than 20~~35~~35% of the gross area of the Planned Unit Development shall be retained in permanent open space. Land proposed to be devoted to vehicular streets or roads, parking, driveways, required setbacks, commercially paved areas, and slopes greater than 25% shall not be included in computations of permanent open space. The required open space may be either a naturally wooded area, or an area totally designed and landscaped.

(j) Utilities. All buildings shall be served by a public sewer and a public water supply. All utilities within the planned community shall be placed underground, including telephone, electrical, and television cables. Dwelling units under separate ownership, whether attached or detached, shall have separate water metering.

(k) Height. The maximum height of buildings within the Planned Unit Development shall be as follows:

(1) Single Family Residential Areas. Two stories or 35 feet, whichever is greater.

(2) Multiple Residential Areas. Two stories or 40 feet, whichever is greater ~~or as approved by the City Council.~~

(3) Commercial Areas. 50 feet or as approved by the City Council.

(4) Institutional Areas. 50 feet or as approved by the City Council.

(5) Recreational Areas. Two stories or 35 feet whichever is greater, or as approved by the City Council.

(l) Parking. All uses within the Planned Unit Development shall be provided with off-street parking in conformance with the provisions of Chapter 23 of this Title.

(m) Street Improvements. All streets developed and maintained within the Planned Unit Development shall be developed totally in conformity with the South Jordan City construction standards for the class of street being constructed. When said streets have been developed to City standards, they may be offered to South Jordan for dedication as public streets by appropriate warranty deed. In instances of severe topography, security requirements or other special circumstances which make dedication or development to City standards impractical or undesirable, the City Council in consideration of the prior recommendation of the Planning Commission may allow development of the said streets to special standards specifically approved as part of the final development plan.

(n) Street Dedication. Dedication of public streets, shall be made in accordance with the General Plan of South Jordan City, and further as may be determined by the City Council upon recommendation of the Planning Commission on the condition that they are necessary to serve the vehicular and pedestrian traffic needs of the proposed planned community and the needs of the City of South Jordan. Said streets shall be designed to coordinate and properly integrate with the street plan of the City and adjacent existing streets.

(o) General PUD Standards for Open Space. Maintained open space in a PUD shall meet the following minimum requirements:

(1) Grading. All areas shall be properly graded so as to cause no drainage problems to adjacent buildings or other uses.

(2) Grass or Ground Cover. All open space shall be grass or appropriate landscaped ground cover soded or seeded to provide a visually pleasing as well as functional space for appropriate activities.

(3) Native Vegetation. Where it is deemed appropriate, native grasses and plants may be used along equestrian trails, bicycle paths, etc.. Steps shall be taken by developers to guard against such spaces becoming a fire hazard or haven for insects.

(4) Trees. All areas shall have the following minimum number of both deciduous and evergreen trees to provide visual relief and a source of rural atmosphere:

(i) A minimum of 20 trees per acre shall be installed and maintained.

(ii) Tree sizes shall be as follows: ~~(1) 10% shall be 32" cal. (2) 30% shall be 2" cal. or if evergreen, 9" tall or larger. (3) 50% shall be 1 1/2 cal. or if evergreen, 7' tall or larger. (4) 10% shall be 1" cal. or if evergreen, 5' tall or larger. (5) In no case will trees of less than 1" cal. be accepted in satisfaction of the requirements of this Section.~~

(iii) Irrigation. All areas shall be watered by an installed pressurized irrigation system unless the developer can demonstrate to the satisfaction of the City

Council that this requirement should not apply to a particular development.

12-18-050. Application and Preliminary Development Plans.

The application of the PUD to a land area shall be accompanied by 8 copies of a preliminary development plan containing the following information and materials.

(a) Legal Description. A complete and accurate legal description of the property to be occupied by the Planned Unit Development.

(b) Topographic Maps. Topographic Maps of the entire site, including contour intervals no greater than 2 feet.

(c) Use Allocation. A map delineating the entire site and specific areas for each of the general land use categories, i.e., single family residential, multiple unit residential, institutional, commercial, recreational and open space. Said map should contain a tabulation of the total acreage and the acreage to be devoted to each of the above listed general land use categories.

(d) Traffic. Proposed circulation pattern of vehicular and pedestrian traffic, including private and public streets and pedestrian paths.

(e) Facilities. Parks, common open spaces, playgrounds, commercial areas, parking areas, and other public or private recreation facilities and improvements proposed within the Planned Unit Development.

(f) Intensive Uses. The general location of all multiple unit dwelling, institutional, and commercial structures in the planned community, and an indication of proposed population densities and building densities (units per acre), including tables or graphs showing the percentages of each dwelling type being proposed.

(g) Minimum Square Footage. Proposed minimum square footage of all buildings to be located within the Planned Unit Development.

(h) Parking. Proposed location of parking and ingress or egress to parking facilities.

(i) Landscaping. Typical landscaping plans for a selected portion of each of the general land use areas which have a different landscaping character or different landscaping intensities. Said typical landscaping plan should provide an indication of the types and sizes of plants and materials which are to be used, including locations of sprinkler and irrigation systems.

(j) Buildings. Preliminary elevations or perspectives of all building types proposed within the development.

(k) Subdivision Plat. Preliminary subdivision plat, if the site is being subdivided, showing a general layout of all proposed lots.

(l) Utilities. Preliminary utility plan showing the manner in which adequate sewage disposal and water are to be provided to the site, including the point from which said services are to be extended.

(m) Ownership. Evidence that the applicant has sufficient ownership or rights of control over the subject property to effectuate the proposed plan in the manner presented.

(n) Schedule. A preliminary development schedule indicating the phases in which development will occur and the approximate dates when said phases will be completed.

(o) Covenants. A draft of the declaration of covenants, conditions and restrictions as required herein.

(p) Other. Other materials as may reasonably be required by the Planning Director or the Planning Commission.

12-18-060. Action - Preliminary Development Plans.

(a) Conceptual Approval. The Planning Commission may approve, preliminarily and in concept, and subject to further review, the preliminary development plans for the PUD, and may thereafter recommend to the City Council the adoption of said plans and the approval of the PUD.

(b) Determination. The Planning Commission shall determine whether the evidence presented is such as to establish:

(1) The proposed Planned Unit Development will provide a pleasant and attractive environment in which the relationship of land uses is properly planned and the uses are in conformity with the South Jordan General Plan.

(2) The proposed Planned Unit Development will create no detriment to adjacent properties or to the general area in which it is located, and that it will be in substantial harmony with the characteristics of the community and the existing development of the area.

(3) The Planned Unit Development will provide for the efficient utilization of land and substantial amounts of usable open space in reasonable proportion to residential densities and the intensity of commercial and institutional development.

(4) The applicants of the PUD are legally in control of the property and are financially able to carry out the proposed project.

(5) The applicants intend to start construction within 1 year of the approval of the development and have the apparent capacity of doing so.

(6) An environment of sustained desirability and stability will be created.

(c) Additional Conditions. The Planning Commission may impose such conditions on preliminary development plans as it may deem appropriate to meet the goals and objectives of the South Jordan General Plan and this Chapter.

(d) Deadline of Council. The City Council shall take action upon the preliminary development plan within the 60 day period after its submission to them by the Planning Commission. Failure to act within that time period shall be deemed a denial by the City Council.

(e) Deadline of Developer. Any failure to submit a final development plan on the Planned Unit Development or any portion thereof within 1 year of the approval by the City Council of the preliminary development plan shall terminate all proceedings, cancel any approval given, and render the previously submitted preliminary development plan null and void.

12-18-070. Final Development Plans.

Eight copies of final development plans shall be submitted to the Planning Director for action by the Planning Commission and City Council. Said plans may be submitted in phases, provided each such phase can exist as a separate entity capable of independently meeting the requirements and standards of this Chapter. The separate development of each phase shall not be detrimental to the overall concept of the PUD as a whole nor to adjacent properties in the event that the remainder of the project is not completed. Final development plans shall include the following information and materials:

(a) Preliminary Plan Components. All of the components designated for submission with the preliminary development plans.

(b) Site Plan. Detailed site plan with complete dimensions showing precise locations of all buildings and structures, proposed uses of buildings and structures, lot or parcel sizes and locations, designation of common open spaces and special use areas, and a detailed traffic circulation pattern including unencumbered ownership of the proposed streets.

(c) Building Exteriors. Final exterior design for all building types, presented as exterior perspectives or exterior elevations.

(d) Landscaping. Detailed landscaping plans showing the types and sizes of all plant materials, decorative materials, recreation equipment, special effects, and sprinkler and irrigation systems, and the location of each of them.

(1) All areas in which the City requires landscaping shall have a minimum number of both deciduous and evergreen trees to provide for shade and to provide visual relief and a source of rural atmosphere. The following shall be required:

(i) A minimum of twenty trees per acre shall be installed and maintained.

(ii) Trees shall be as follows: (1) 10% shall be 3" cal. (2) 30% shall be 2" cal. or if evergreen 9" or larger. (3) 50% shall be 1 1/2 cal. or if evergreen 7' or larger. (4) 10% shall be 1" cal. or if evergreen 5' or larger. (5) In no case will trees of less than 1" cal. be accepted.

(iii) All areas shall be watered by an installed pressurized irrigation system.

(e) Parking. Dimensional parking layout showing the location of individual parking stalls and all areas of ingress and egress.

(f) Site Plans. Dimensioned engineering plans or final subdivision plat showing site grading, street improvements with profiles and typical sections, surface and sub-surface drainage,

and public utility locations. Also submission of engineering feasibility studies if required by the City Engineer.

(g) Covenants. The fully executed declarations of covenants, conditions, and restrictions together with open space easements and other bonds, guarantees, or agreements as required herein or as may be deemed necessary by the Planning Department and/or the City Attorney.

(h) Schedules. A time schedule for the completion of landscaping, parking, street improvements and amenities which are secured as provided for subdivisions.

12-18-080. Action - Final Development Plans.

The South Jordan Planning Commission may recommend approval of development plans, if it finds (1) that the proposed development meets all applicable requirements and standards, (2) that it is in substantial compliance with the approved preliminary development plans, and (3) that the development fully meets the objectives and purposes of the General Plan. The Planning Commission may impose such conditions on the approval of the final development plans as are deemed appropriate to comply with these provisions and to assure that there be no detriment to the South Jordan community or to surrounding properties. No building permit for any portion of the Planned Unit Development shall be issued until the PUD is approved and final development plans have been fully approved, all conditions of approval are satisfied, and any subdivision plat is recorded. All development and construction within the PUD shall be in full conformity with the approved final development plans.

12-18-090. Open Spaces.

Within all areas where condominium ownership is or may be established within the Planned Unit Development, an adequate guarantee shall be provided for permanent retention and maintenance of all open space and areas of common ownership.

(a) Park. The developer shall be required to develop and provide for the maintenance of all open space, unless part of or all of it is contiguous to and is made a part of an existing park, and the City accepts dedication and approves the annexation of property to said park.

(b) Easement. In the case of private reservation, the open space to be reserved shall be protected against building development by conveying to the City as a condition of project approval, an open space easement over such areas, restricting the area against any future building or use, except as approved on the final development plans.

(c) Association. The care and maintenance of the area within such open space reservation shall be provided for by the developer by establishing a corporation responsible for such maintenance, which corporation shall be empowered to receive, in advance, funds sufficient to provide proper maintenance as an assessment on the property owners within the PUD. Ownership of private open space

reservations shall be established in a manner acceptable to the City and as hereinafter provided, and shall be made a part of the conditions of the final plan approval.

(d) Management. The open space shall be managed by a person or firm having adequate expertise and experience in property management to assure that said maintenance is accomplished proficiently and at a high standard of quality.

(e) Amendments. Subsequent amendments may be made to the area reserved for open space upon approval by the City Council and upon a petition of two-thirds or more of the property owners within the development. Any subsequent change or addition to the area reserved for open space shall first be submitted to the Planning Commission for its recommendation.

12-18-100. Bonds.

In order to ensure that the Planned Unit Development will be constructed to completion in an acceptable manner, the developer (owner) shall enter into an agreement and provide a standby letter of credit or escrow deposit similar to the requirements applicable to subdivisions. The agreement and letter of credit or escrow deposit shall assure timely construction and installation of all required landscaping, parking and street improvements, including paving, curbs, sidewalks, water lines, parks, playgrounds, recreation facilities, and other amenities shown on the final development plan and shall be in a form satisfactory to the City. The applicant shall also file a schedule of anticipated completion dates for such improvements. Installation of the improvements and the related secured agreements may be accomplished in such phases of the Planned Unit Development as are accomplished in such phases of the planned community as are approved by the City Council in consideration of the prior recommendation of the Planning Commission. In the event that the improvements are not completed as agreed, the City may undertake to complete the improvements and pay for such improvements from the letter of credit or escrow deposit.

12-18-110. Condominium Covenants.

The developer of any property which is being developed as a condominium project shall, prior to final development approval, submit to the Planning Department a proposed declaration of covenants relating to the project, which shall become part of the final development plan, shall be recorded, and shall be such as to run with the land. Said covenants shall include management policies which shall assure an adequate quality of maintenance throughout the useful life of the development and shall provide a perpetual entity which is to be responsible for maintenance within the condominium development. The declaration of covenants shall, as a minimum, contain the following:

(a) Association. Throughout the useful life of the development, the establishment of a corporation existing and

responsible for all maintenance of common areas and empowered to levy and to recover the cost thereof, in advance, as an assessment to each unit owner within the condominium development.

(b) Maintenance. The expressly stated duty method proposed for maintenance, repair, and replacement of common areas and facilities, and distribution of costs thereof.

(c) Assessment. The manner of collecting from unit owners their share of common expenses, and the method of assessment. Assessments shall be collected in advance, in anticipation of expenses, and when delinquent shall become a lien on the unit of a nonpaying owner.

(d) Damage. Provisions as to percentage of votes by unit owners which shall be necessary to determine whether to re-build, repair, restore, or sell property in the event of damage or distribution of all or part of the project.

(e) Amendments. The method and procedure by which the declaration may be amended. The declaration required herein, any amendment, and any instrument affecting the property or any unit therein shall be approved by the Planning Commission and recorded with the County Recorder. Such declaration and amendments thereto shall be maintained as part of the final development plan for the development.

12-18-120. Inadequate Maintenance.

The failure or neglect to comply with the requirements imposed in connection with approval of the Planned Unit Development and to maintain the buildings and premises in accordance with the conditions of approval is a violation of this Title.

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

Section 3. Effective Date. This Ordinance shall become effective upon publication, or posting, or thirty (30) days after passage, which ever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS _____ DAY OF NOVEMBER, 1995.

SOUTH JORDAN CITY

By: _____
Mayor

ATTEST:

City Recorder

SOUTH JORDAN CITY PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Community Development Director

DATE: November 8, 1995

**SUBJECT: RECOMMENDATION: PROPOSED CHANGES TO THE COMMERCIAL
FREEWAY FRONTAGE (C-FF) ZONING DISTRICT AND THE PLANNED
UNIT DEVELOPMENT (PUD) CHAPTER OF THE CITY'S ZONING
ORDINANCE.**

RECOMMENDATION

Staff recommends APPROVAL of the proposed amendments to the Commercial Freeway Frontage (C-FF) Zoning District and the Planned Unit Development (PUD) Chapter of the Zoning Ordinance.

BACKGROUND

The attached ordinance amendments are proposed as part of the establishment of the Mixed Use category purposed as part of the Future Land Use Element of the General Plan.

The proposed amendments to the C-FF regulations establish a comprehensive list of conditional uses which will be allowed in this zone. Placing the majority of the uses in the conditional use category will allow the City to have some ability to control the quality of development which will occur in this part of the City. A second major change to these regulations is the simplification of the landscaping requirements. Other miscellaneous design standards have been included which also assist City Staff in reviewing projects within this area.

The proposed PUD regulations differ from the current provisions by allowing a greater degree of flexibility and power to negotiate for private and public amenities. General open space requirements are also listed as well as other design standards.

The City Council will be considering the adoption of these changes on November 14, 1995. It is imperative that you provide your recommendations to them at this meeting (November 8, 1995).

C. Recommendation on Proposed Changes to the Commercial Freeway Frontage (C-FF) Zoning District and the Planned Unit Development (PUD) Chapter of the City's Zoning Ordinance.

The Planning Commission recommended approval of the draft of the proposed changes to the Commercial Freeway Frontage (C-FF) Zoning District and the Planned Unit Development (PUD) Chapter of the City's Zoning Ordinance dated 11-7-95 by unanimous vote on November 8, 1995.

- H. **CONDITIONAL USE APPLICATION Multi-Unit Residential Development, Generally Located at 400 West 11000 South Street, C-FF Zoning District, 54.47 Acres. (Sunset Ridge Development Co., Inc.)**

NOTE: The Planning Commission is Considering this Item on November 20, 1995. Their Recommendation Along With All Applicable Backup Information Will Be Provided When It Becomes Available

The Council has asked that the Master Development Agreement be executed before they enter into the conditional use. The Master Development Agreement is not on the agenda, but it does relate to the conditional use. Council has already approved the Agreement subject to some language being worked out. There is a problem relating to paragraph six. The City is in a position, with signatures, to execute this document. Council needs to decide do you want to issue the conditional use permit without having this fully resolved, or does the Council want to fully resolve it and then get the conditional use permit? The Planning Commission did approve the Conditional Use Permit on a 4-0 vote, with a number of conditions. The Development Agreement was approved and last week Council authorized the Mayor to sign it, working out a few items-- which were all done, but the open space dedication.

Mike Hutchings said the problem relating to paragraph six is the dedication of open space and the charitable deduction. After talking with a few attorneys about the charitable contribution, the Developers have found out they can get a charitable deduction for this property, but in order to do that they need to hold the property for one year. Also, the best scenario to get the deduction is not to make a binding commitment in the Development Agreement. In essence, the contribution would be made voluntarily by the Developers in a year. The Developers position is they are going to make this contribution, but if they put it in writing it weakens their position with the IRS. Setting up a trust was also discussed. There is no desire on the Developers part to change the deal, but they would really like the deduction.

Councilman Christensen's fear is that in helping the Developers secure a tax deduction, it increases the Councils insecurity over that donation, as far as having it in the contract. Councilman Hofhines believes it is getting far off what was agreed with. At the beginning it was discussed that if the City would give the Developer a higher density, they would donate this open space (a tax deduction was never a condition). Gerald Anderson said that is absolutely correct, it was not a condition and is still not a condition. The Developers are asking for help in how they can solve this problem, because it would make a substantial difference to them. With some of the tax savings, the Developers would be in

South Jordan City
City Council
November 21, 1995

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a position to donate, towards the wetland park, the development of trails. Councilman Carlile also brought up the 3 acres of mitigation that now has to be held by the Developers. Gerald Anderson is proposing that on those three acres he build a three acre pond, which at a later date, the City can bring a storm drain into and can use for the distilling pond.

Councilman Hofhines said the Councils feeling is they still need it in the agreement. What the Developers do with their tax deduction is up to them. But to protect the Cities interest and the original intent of when this was first started, it still needs to be in the agreement. Councilwoman Newbold wanted to address the wetland park, that if Mr. Anderson needs to permanently locate a three acre pond that he does it in conjunction with the designing of the wetland planned area. Mr. Anderson said that was not a problem, with a time line (within 12 months).

City Administrator Millheim said he sees three choices: 1. eliminate the paragraph and take it on faith (City Attorney is not recommending that); 2. leave it as is; 3. step back and reevaluate.

Bruce Kimmel, Citizen, asked that the Council give the Developers a break.

Councilman Hofhines believes the only option he is comfortable with is leaving it in. Mike Hutchings said if it is the consensus of the Council that they have to have paragraph six, perhaps the Council would consider giving the Mayor, City Attorney, and City Administrator authority to negotiate some of the language in paragraph six to get it as good as possible. City Administrator Millheim said in the Councils motion last week they authorized the Mayor to sign the agreement, subject to review and approval by the City Administrator and City Attorney with conditions. All conditions have been met. One condition was finding suitable language for paragraph six. Council has done this, but how far does Council want to negotiate that language? Councilwoman Newbold said you can work the words whatever way you want, but to leave the intent.

Gerald Anderson brought up one more issue on paragraph nine, to move February 1 to March 1 for architectural guidelines. The only problem would be if they started to receive site plan proposals first.

Councilman Hofhines made a motion to table the conditional use application for one week and consider it after the Master Development Agreement has been signed. Councilman Christensen seconded the motion. City Administrator Millheim clarified putting off the conditional use application for one week to make sure the

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Master Development Agreement is signed. There will be no room after next Tuesday for further negotiations. Councilman Carlile questioned paragraph 10 of the Planning Commission resolution, which says the City executed a Development Agreement with the Master Developer Gerald Anderson which includes a minimum donation of open space Jordan River bottom property. Mr. Mazuran strongly urged the Council that they have a Master Development Agreement signed, the Development Agreement with Pegasus and the Conditional Use Permit all taken care of concurrently. Councilwoman Newbold said on the current Agreement she sees three property owners and the Johnsons are not one of them. Gerald Anderson said they are trying to put the Johnsons on the Development Agreement, they have not made a decision if they are going to be a part of this. The Developers feel the Johnson's will want to become a part of this, if not, they have agreed to sell the ground. If Johnson's agree they will amend the agreement, or if they buy it, they will add that. Right of way, or an agreement to obtain right of way, will be in tact.

Councilman Hofhines amended his motion to table the Conditional Use Application for one week from today and reconsider it upon presentation of a signed Master Development Agreement. Councilman Carlile seconded the motion. The vote was unanimous in favor.

IX. RESOLUTIONS

A. RESOLUTION Recognizing the South Jordan City Employees' Association Membership (TEAM) and Approve the By-Laws

City Administrator Millheim said a task force of employees looked at some City issues. Out of this came a request to form an employees association.

Cheri George said the idea is a way to get together, get to know each other more and with the City Staff growing the need is even greater. She told the Council they polled the employees and asked them what their top three concerns were (excluding compensation): 1. retirement; 2. vacation; and 3. sick leave incentives. Councilman Hofhines questioned if the Staff felt they did not have a mechanism to have these issues dealt with? Cheri George said yes. City Administrator Millheim wanted a goal to be a commitment to do things that don't cost a lot of money--employee recognition dinner, summer family picnic, etc. Looking for the association to be a sounding board, not a grievance committee. It's voluntary, Department Heads are members but cannot vote.

Councilman Carlile had some concerns with issues three and four talking about representing. To recommend ways to improve he is receptive to that, but when you start talking about actively representing that sheds a different light on it. In Article IX.

**ECKHOFF, WATSON
& PREATOR ENGINEERING**

1121 East 3900 South, C-100
SALT LAKE CITY, UTAH 84124

(801) 261-0090

LETTER OF TRANSMIT.

TO South Jordan City
Planning & Zoning

DATE	7/25/96	JOB NO.	
ATTENTION	Judy		
RE:	Sterling Village Parcel Plat		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications

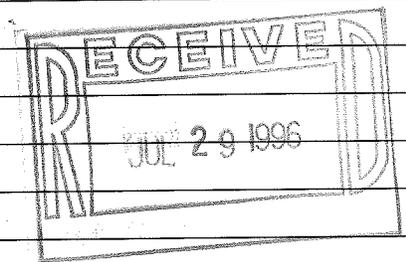
Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
6	7/25/96	1	Parcel Plat
1			11x17 sterling village Parcel Plat

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
- For your use Approved as noted Submit _____ copies for distribution
- As requested Returned for corrections Return _____ corrected prints
- For review and comment _____
- FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____



COPY TO _____

SIGNED: Robert Q. Elden

If enclosures are not as noted, kindly notify us at once

STERLING
VILLAGE, L.C.

RECEIVED
SEP 22 1997
CITY OF SOUTH JORDAN

September 11, 1997

Mr. Dave Millheim
City Administrator
City of South Jordan
11175 South Redwood Road
South Jordan, UT 84095

RE: Sterling Village

Dear Dave:

At the suggestion of Keith Snarr, I am writing you this letter regarding the Wetlands Mitigation associated with the Sterling Village Project in South Jordan. With your support, we would like to propose to the Honorable Mayor and City Council, that Council action be taken regarding the following:

The City of South Jordan would agree to assume the mitigation required by the Army Corps of Engineers for the two acres associated with the Sterling Village Project in exchange for the release by Sterling Village and Anderson Development to the City of South Jordan the amount of \$40,000.00, currently held in escrow at First American Title Company in Salt Lake City for the specific purpose of completing the wetlands mitigation plan.

As you know, two acres of the 54 acres acquired by Sterling Village contain a deed restriction which will be removed by the Army Corps of Engineers upon completion of an acceptable Wetlands mitigation plan. Currently, IHI Consultants has been retained to complete a mitigation plan for the Sterling Village parcel and the larger 30 acres of wetland contiguous to the Jordan River.

We believe our proposal to be a "win-win" situation for the following reasons.

- 1) The Army Corps of Engineers is flexible regarding the party completing the mitigation and should be willing to have the City of South Jordan as the party completing the overall mitigation plan.
- 2) This would allow the City of South Jordan greater flexibility in where mitigation takes place within the greater 30-acre wetland.

Mr. Dave Millheim
September 4, 1997
Page Two

- 3) There would be economies of scale in preparing one, rather than two mitigation reports by IHI and potential savings to the City of South Jordan.
- 4) Sterling Village will achieve its release of the two acres without being tied to the timing of the mitigation of the larger 30-acre parcel.

If acceptable to the City, we would propose that the Honorable Mayor and the City Council, in conjunction with the Department of U.S. Fish and Wildlife and the URMCC, write a proposal to the Army Corps of Engineers to assume the mitigation of the Sterling Village parcel in exchange for the release by the Army Corp of the deed restriction on the Sterling Village parcel. Upon release of the deed restriction, Sterling Village and Anderson will release the \$40,000.00 to the City of South Jordan.

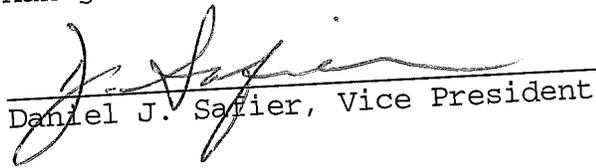
Dave, we truly believe this solution to be a "win-win" solution for all parties and would greatly appreciate your support on this issue. We look forward to your response.

Very truly yours,

STERLING VILLAGE, L.C., a Utah limited liability company

By: PROM MANAGEMENT GROUP, INC., a California corporation,
Manager

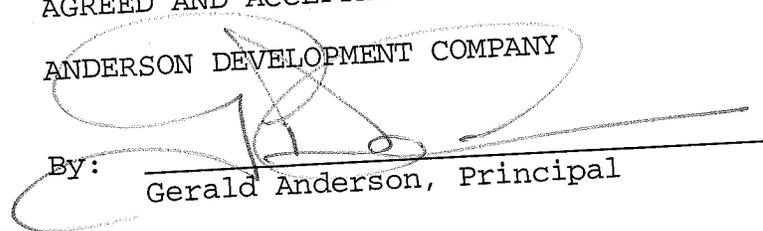
By:


Daniel J. Saffier, Vice President

AGREED AND ACCEPTED:

ANDERSON DEVELOPMENT COMPANY

By:


Gerald Anderson, Principal

Enclosures

DJS/ljp

cc: Keith Snarr, City of South Jordan
Bruce Glisson, IHI Consultants
Michelle Waltz, Army Corps of Engineers

File: 9.4.97/City Corresp/Millheim



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

DEPARTMENT OF THE ARMY PERMIT

Permittee: Anderson Development Company

Permit No: 199550669

Issuing Office: U.S. Army Corps of Engineers, Sacramento District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform the work in accordance with the terms and conditions specified below.

Project Description: The project is a combination residential/commercial development which includes condominiums, apartments, senior housing, commercial, and retail space (figure 2). The project requires two acres of wetlands to be filled so that enough condominium units can be built on the site to realize a profit. The filled wetlands account for 40 of the 878 condominium units proposed.

A wetland area of three acres would be created on the west portion of the property to mitigate the impact of the project. This would be accomplished by recontouring the area so that it would hold runoff water and would be closer to the groundwater table. The area also receives additional water from a spring discharge. The mitigation area lies within a wetlands park (approximately 33 acres) which is to be deeded to the city of South Jordan by the applicant.

Project Location: The project site is located at approximately 11000 South 500 West, South Jordan, Utah and situated within the southwest 1/4 of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on May 16, 1999. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. Prior to impacting any wetlands, the permittee shall submit a detailed mitigation plan to the Corps of Engineers for approval. The plan shall provide compensation for the loss of approximately two acres of wetlands. Mitigation, including the creation of three acres of wetlands, shall take place on the west side of the property adjacent to the Jordan River. At a minimum, the mitigation plan shall contain the following:
 - a. A map showing the precise location of the property and boundaries. This shall include an accurate survey and legal description.
 - b. Acreage of wetlands created (3), restored and/or enhanced by type; e.g., wet meadow, emergent marsh, etc.
 - c. A planting schedule that shall include a list of plant species, planting rates, size of woody material and method(s); i.e., drill seeding, broadcast seeding, hydromulching, etc. Plant species, composition and percent frequency shall, as much as possible, consist solely of native plants and be representative of those occurring in similar wetland settings. Cattail (Typha spp.), common reed (Phragmites communis), reed canary grass (Phalaris arundinacea) and russian olive (Elaeagnus angustifolia) shall not be used due to the invasive nature and the strong community dominance these plants exhibit.
 - d. A grading/excavation plan showing details on cuts, fills, elevations and contours.
 - e. An erosion control plan and a list of best management practices to be employed onsite during construction for dust abatement and control of sediment and storm runoff.
 - f. A water budget for the site along with the source(s) of water, quantities, quality and seasonal availability identified. All water control structures and conveyance systems shall be shown. Documentation that a valid water right sufficient to sustain the mitigation shall be provided.

g. A monitoring schedule and methodology appropriate to track revegetation trends and success. Vegetation monitoring shall continue for five years. An annual report shall be submitted to the Corps by October 31 for each year of monitoring. Revegetation shall be deemed successful when, at the end of the five year monitoring period, 80 percent ground cover is achieved and greater than 50 percent of the plant species originally planted are established and persisting on the site (herbaceous species only). Success criteria for woody stock will be seventy percent survival for each species planted by the end of the five year monitoring period. (It is strongly recommended that herbaceous and woody vegetation be overstocked to compensate for natural mortality).

h. Designs will include a fence or water obstruction that will minimize human intrusion to the mitigation area as well as the wetlands park.

i. Any paths through the area will be on existing uplands with a sufficient distance to the Jordan River so that bank stabilization and the riparian corridor are not compromised.

2. In addition, the following special conditions will be a requirement of the permit:

a. A pre-construction meeting with the Corps, the permittee and the contractor will be held two weeks before work begins on the mitigation site. This is to clarify any questions on the mitigation plan.

b. Work on the mitigation site shall precede, or be concurrent with, wetland impacts authorized by this permit.

c. Monitoring shall be required during the construction and revegetation phases by qualified individuals to ensure the requirements of the plans and specifications are satisfied.

d. Existing wetlands on the mitigation area will be clearly marked to avoid any inadvertent impacts.

e. No material may be disposed or stockpiled in any water of the U.S. or wetlands on the mitigation site. There shall be no equipment staging within any water of the U.S. or wetlands on the site.

f. Prior to impacts to wetlands authorized by this permit, documentation must be provided to the Corps that the following deed restrictions have been recorded on the mitigation property:

DECLARATION OF ESTABLISHMENT OF CONDITIONS, COVENANTS, AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that whereas under Section 1344 of Title 33 of the United States Code, the Sacramento District Engineer, US Army Corps of Engineers, has authorized certain improvements on and/or adjacent to my certain piece of real property at Assessor's Parcel No. _____ in the County of _____, State of Utah described in that certain deed recorded as Instrument No. ***** of Book ***** on Page ***** of the official records of County, I, the owner of said real property, in consideration of such authorization, certify

and declare that the following covenants, conditions, and restrictions are placed on said property for the protection of the owner and the public at large:

1. No discharge of dredged or fill material or excavation in the mitigation area shall be allowed, including the construction of buildings or other structures, unless authorization is first obtained from the Corps;

2. No grazing of animals is allowed;

3. No mowing or alteration of vegetation in the mitigation area is allowed unless necessary for safety reasons or to control noxious weeds, provided that prior authorization is obtained from the Corps;

4. These covenants are to run with the land and shall be binding on all successors and assigns of the owner.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed

OWNER(S) OF RECORD:

If there are any questions pertaining to these restrictions, contact:

Utah Regulatory Office
U.S. Army Corps of Engineers
1403 South 600 West, Suite A
Bountiful, Utah 84010
Telephone: (801) 295-8380

g. The permittee will assign the Water Right for the point water discharge (noted on the map) to the City of South Jordan. Documentation of this Water Right shall be submitted to the Corps.

h. An as-built survey shall be submitted within 45 days of completion of the mitigation site.

i. A compliance inspection shall be scheduled with the Corps within 60 days of completion of the mitigation site.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of the permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)

(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below. (This permit is issued for and in behalf of Colonel Dorothy F. Klasse, District Engineer).

H. BROOKS CARTER
Chief, Intermountain Regulatory Section

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE)

(DATE)

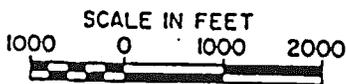
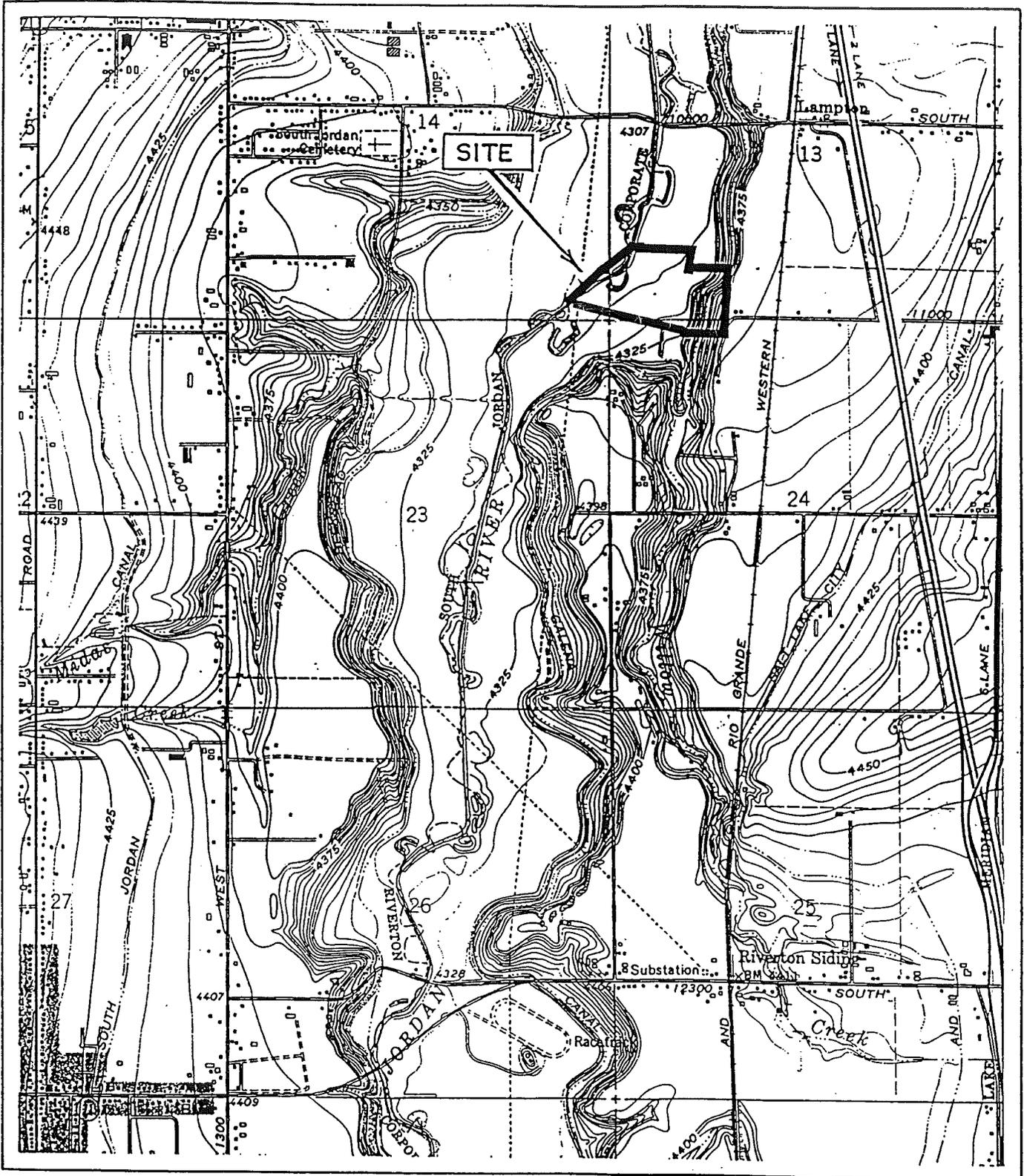
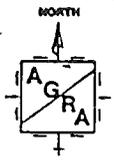
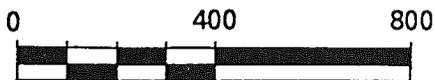
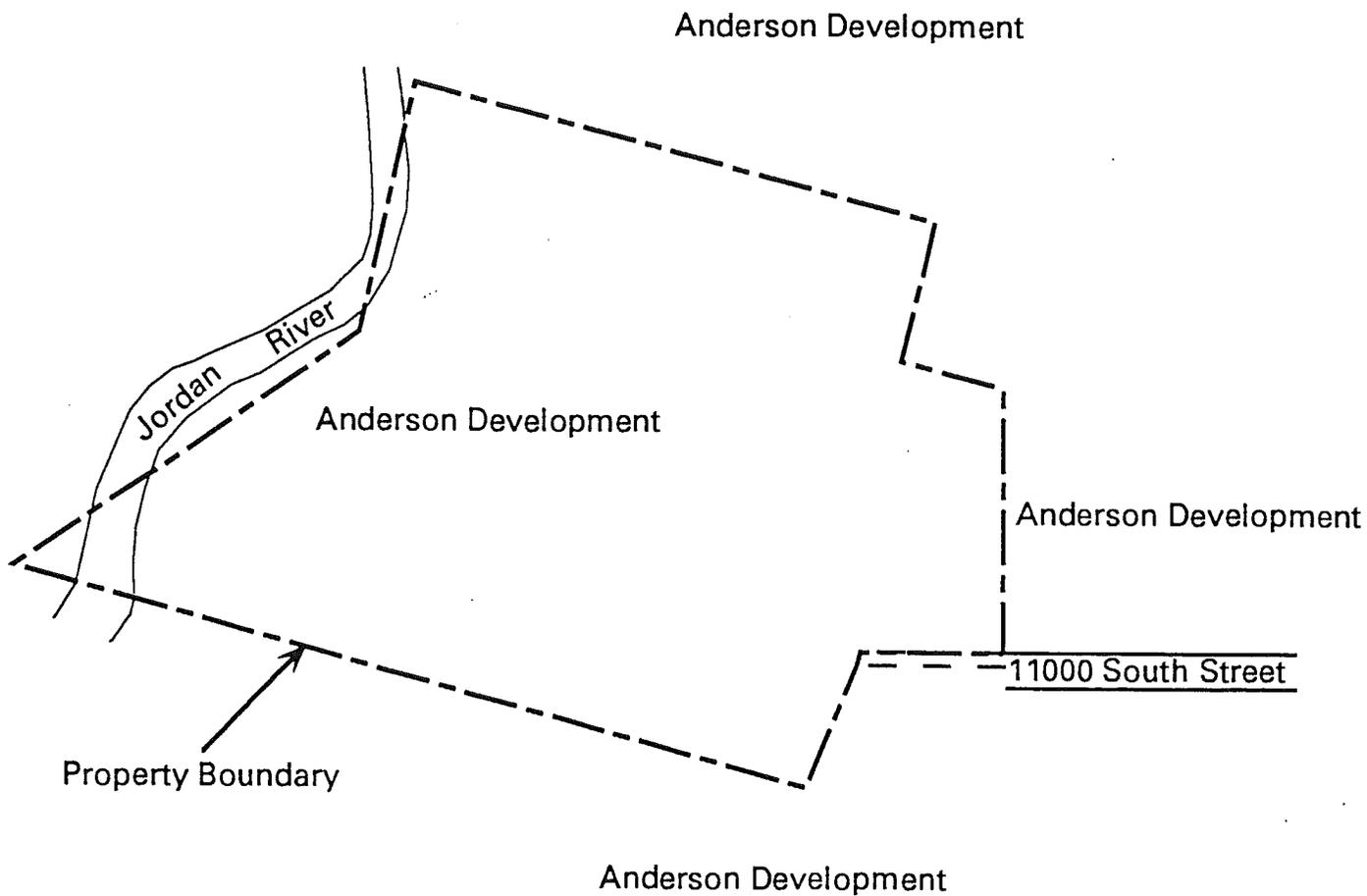


FIGURE 1
VICINITY MAP





SCALE IN FEET

FIGURE 3
SURROUNDING
LAND USES



COPY

Sterling Village Apt.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 30th day of November, 1995, by and between SOUTH JORDAN CITY, a municipal corporation of the State of Utah ("City"), and 11000 SOUTH 400 WEST, L.C., a Utah limited liability company ("Developer").

RECITALS:

A. Developer owns approximately 54.56 acres of ground in City's municipal limits at approximately 11000 South 440 West. Developer or its predecessor has petitioned the City to amend the zoning ordinance for such property consistent with a proposal for not more than 880 units of multi-family residential apartments and condominiums (the "Project").

B. At its regular meeting held on November 14, 1995, the City Council of South Jordan City (the "City Council") approved such amended zoning ordinance, subject to various terms and conditions.

C. City and Developer are mutually desirous of setting forth their respective understandings and agreements with respect to the Project to assure that the Project described herein is developed and constructed in an aesthetically pleasing manner as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals are incorporated into this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreement of the parties with regard to the general development guidelines for the Project, including all improvements to be located therein, to be developed within that certain area of the City as set forth in the General Plan of the City located between 10600 and 11400 South and the I-15 freeway and the Jordan River. It is the desire of the respective parties that the development of the Project proceed in such a manner as to benefit the residents of the City as well as the Developer. This Agreement contains certain requirements for design and development of the Project in addition to those contained in the ordinances, rules and regulations of the City governing the development of real property within the City.

3. Description of the Project. The Project shall be developed as a multi-unit residential planned unit development and is located within the C-FF zone of the City. The Project will be located on 54.56 acres depicted and described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof.

4. Site Plan. A Conceptual Master Site Plan for the entire Project is attached hereto as Exhibit "B" and by this reference is made a part hereof. Hereafter a Final Site Plan shall be submitted by the Developer for each phase of the Project for approval by the City in accordance with the Site Plan Review Ordinance of the City. To the extent that Preliminary and Final Site Plan elements are the same as corresponding elements of the Conceptual Master Site Plan attached as Exhibit "B", then Preliminary and Final Site Plan approvals will not be unreasonably withheld by the City. The Developer acknowledges that final landscaping plans, buffering plans, grading plans, lighting plans, construction plans and specifications remain subject to City approval as provided in City ordinances. All portions of the Project receiving Final Site Plan approval must be developed in strict accordance with the approved Final Site Plan for that phase. No amendments or modifications to the Final Site Plan for any phase shall be made by the Developer without the prior written approval of the City. The Conceptual Master Site Plan for the entire Project may be modified from time to time by the Developer with the approval of the Planning Commission. Notwithstanding the provisions contained in this Development Agreement, nothing herein shall be construed as granting Final Site Plan approval to the Developer for the Project, or any phase thereof, until Developer's application therefor has been made to the City and properly processed in accordance with the Site Plan Review Ordinance as contained in Chapter 22 of Title 12 of the City Zoning Ordinance.

5. Elevations. Preliminary building elevation drawings (both two story and three story), are attached hereto as Exhibit "C" and by this reference are made a part hereof (collectively the "Elevation Drawings"). The Project shall conform in all material respects to the Elevations Drawings approved by the City.

6. Development of the Project.

a. Development Phases. The Project will be developed in phases. Phasing of the Project shall take into account and be accomplished in order to ensure: continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future utility capacity needs, availability of access to all portions of the Project, adequacy of utilities and related considerations. The essential features of each Phase, and the Schedule therefor shall be as follows:

(1) Phase I.

- (a) Construction of Entry Road per Paragraph 6.b.(8)(b).
- (b) Construction of Recreation Center near entry to Project.
- (c) Construction of at least 300 Units near the Recreation Center.

(d) Establishment of easements for storm drainage onto adjoining open space property to the west, and an access easement across the Project for maintenance of drainage facility and other improvements on the open space property.

(e) Payment of Impact Fees and Building Permit Fees (per Schedule attached as Exhibit "E") for the units included in Phase I shall be due at the time the first building permit is issued for the Phase I units.

(f) Completion of construction for all units in Phase I shall be within five (5) years from the date of this Agreement.

(2) Phase II.

(a) Phase II may be commenced at any time, whether or not Phase I has been completed, but Phase II shall be commenced not later than five (5) years from date of this Agreement.

(b) Phase II shall include construction of additional residential units sufficient to bring the total units for Phase I and Phase II to at least 600.

(c) Payment of Impact Fees and Building Permit Fees (per Schedule attached as Exhibit "E") for the units included in Phase II shall be due at the time the first building permit is issued for the Phase II units.

(d) Completion of construction for all units in Phase II shall be within eight (8) years from the date of this Agreement.

(3) Subsequent Phases.

(a) The remainder of the units authorized hereunder may be constructed in one or more phases, which subsequent phases may be commenced at any time, whether or not construction under Phases I and II has then been completed.

(b) All building permits for units in this Project shall be applied for and issued, and all Building Permit Fees and Impact Fees paid therefor, not later than nine and one-half (9 1/2) years after the date of this Agreement.

b. Development of the Project. The Project shall be developed by Developer in accordance with all of the requirements contained herein.

(1) Compliance with City Ordinances and Development Standards. The Project shall be developed by Developer in accordance with the Ordinances, rules, regulations, policies and development standards of the City.

(2) Number of Units. The Project may include (at Developer's option), but shall not exceed, a total of 880 units. The configuration of such units shall be subject to Final Site Plan approval as contemplated under Paragraph 4 above.

(3) Building Height. All buildings within the Project shall not exceed three stories or 38 feet whichever is less, which may include of stacking of three separate units so long as they are less than 38 feet in height (to be measured from finish floor to the mid point of sloping roofs). Flat roofs shall not be permitted on the dwelling units.

(4) Common Walls. Units may have three walls in common.

(5) Minimum Size. The minimum size of units within the Project Phases for which Final Site Plan approval has been given (in the aggregate), shall be 650 square feet; provided:

(a) At least 60% of the total units shall be not less than 1,000 square feet; and

(b) At least 85% of all the units (in the aggregate) shall be not less than 850 square feet.

(6) Parking and Garage Requirements. All vehicles shall be parked only in designated parking areas in the Project and there shall be no parking of vehicles in the internal roadways in the Project. A garage shall be constructed for each unit contained within the Project and 60% of the garages shall be attached. The minimum off street parking shall be 1.8 cars per residential unit with adequate provision for ingress and egress.

(7) Open Space. If the Final Site Plan(s) for the various Phases of the Project submitted by the Developer differs materially from the Conceptual Master Site Plan attached hereto as Exhibit "B" with respect to permanent open space, then not less than 47% of the gross area of the Project (covered by the Final Site Plan approved for each Phase, in aggregate) shall be retained in permanent open space. The City's general PUD standards for open space shall be complied with. The City acknowledges that such 47% is the current best

estimate by Developer's landscape architect of the open space shown on the Conceptual Master Site Plan attached hereto. The City further agrees to accept substantial compliance by the Developer in meeting this standard.

(8) Streets and Infrastructure.

(a) 400 West. The City agrees to construct, or cause to be constructed, without cost to the Developer except for the fees described in paragraph 8 below, 400 West Street commencing at 10600 South Street and running southerly therefrom approximately 1,639 feet, thence easterly approximately 432 feet to the west right-of-way line of the railroad track. The final location of 400 West Street shall be determined by the City; provided that the City will provide Developer with access to the Entry Road and the Project without requiring extension of the Entry Road more than 100 feet beyond the length shown on the Conceptual Master Site Plan attached hereto, and without adverse impact on the Project or the Final Site Plan. As to the costs of extension of the Entry Road, the Developer will pay the extra construction costs and the City will pay all extra land acquisition costs for the extension of the Entry Road. Construction by the City shall include the roadbase, asphalt, curb and gutter on both sides of the street, together with water main, sanitary sewer, and storm drain as provided in the plans and specifications to be prepared by the City for 400 West Street. 400 West Street shall be not less than 80 feet wide nor more than 106 feet wide. Construction of 400 West Street by the City (as provided in this subparagraph) shall be commenced not later than May 1, 1996 and shall be completed not later than September 1, 1996. If the City fails to perform any obligation under this subparagraph and such failure continues for a period of fifteen (15) days after written notice of such failure is given to the City by the Developer, or if the performance of such obligation would reasonably require more than fifteen (15) days, if the City fails to commence such performance within such fifteen (15) day period, or thereafter duly fails to diligently pursue such performance to completion, Developer may, on written notice to the City, perform such obligation instead of the City. In such event, the Developer shall be reimbursed for the reasonable costs of such performance by the City, within thirty (30) days after such performance and demand for payment. The Developer shall provide reasonable evidence of actual costs incurred in performing such obligation for the City.

(b) Entry Road. The Developer hereby agrees to construct, or cause to be constructed, without cost to the City, the entry road ("Entry Road") extending from 400 West southerly to the Project entry, including all curb, gutter and sidewalks on both sides of such Entry Road, together with sewer and storm drains and water mains as shown in the Final Site Plan. After completion and acceptance by the City, such Entry Road shall be dedicated to the City as a public road, including the median strip and its landscaping, and shall thereafter be maintained by the City.

(c) Internal Roadways Private. The roadways located on and within the Project which are not to be dedicated to the City shall be private and shall be maintained, including snow removal, by the owner of the Project.

(9) Project Recreational Facilities. The recreational facilities to be located on and within the Project shall be private and not for public use. Such recreational facilities shall include, but not be limited to, two swimming pools, two jacuzzies, one aerobics room, one weight room, five barbecue and picnic areas, one t.v. room, and a walkway for pedestrian access by Project residents to the 34 acre open space property.

(10) Utilities. All utility lines shall be placed underground in designated easements. Each contractor and Developer shall be responsible to know the whereabouts of all underground utilities. Protection of such utilities shall also be their responsibility. Prior to construction, contact must be made with "Blue Stakes" to identify underground utility lines. Developer agrees to install and dedicate to the City and/or the applicable utility entities, the utility easements necessary to serve the Project. Separate water meters will not be required for each residential unit; provided that the Declaration of Covenants, Conditions and Restrictions ("CCR's") for the condominium plat (if filed by Developer) treat commonly metered water costs as shared common area expenses to be paid by the Homeowners Association and assessed to the unit owners.

(11) Water System Connections. Developer shall connect the Project to the City water system. The City may charge impact fees and connection fees relative to such connection in accordance with Exhibit "E" attached hereto. The Developer acknowledges that the City's secondary water system is not presently available to the Project. The City will permit connection to the water system at two (2) locations (at 400 West and Entry Road, and at 11000 South on the west side of the railroad tracks). The City will provide the Project with adequate water (both as to water availability and transmission facilities to the two connection points) at the time of connection.

(12) Site Lighting. A consistent lighting plan and light design, including heights, light standard design and light intensity shall be established for the overall Project. Directional shielding shall be used to protect nearby residential areas to the south of the Project.

(13) Buffering and Fencing. Developer shall provide buffering and fencing for the Project on a phase-by-phase basis provided in the Specific Design Conditions attached hereto as Exhibit "D".

(14) Grading and Drainage. Drainage for the Project must follow current City requirements as determined by the City Engineer. Drainage shall not be allowed to flow upon adjoining properties unless an easement for such purpose has been granted by the owner of the adjoining property on which the water flows. The Final Site Plan with grading, drainage, and clearing plans shall be approved by the City Engineer before any such activities may begin. When the City accepts a dedication of the 34 acres of open space property adjoining the Project, the open space property will be subject to an easement at locations acceptable to the City in favor of the Project for storm drainage detention, and for construction and maintenance of improvements relating to such storm drainage function. If such easement is not established prior to the dedication, then the City will grant such easement upon request after the dedication. If the City requires the Developer to up-size any storm drainage line or facilities above the sizes required to serve the Project then the City shall promptly pay the increase in cost of materials due to such up-sizing.

(15) Access Easement. Developer shall grant to the City a perpetual 20 foot easement for access of construction and maintenance vehicles and equipment across the Project, for the limited purpose of constructing and maintaining the storm drainage detention pond and other improvements on the open space property.

(16) General Maintenance. An overall maintenance schedule shall be implemented by the owner of the Project in maintaining all buildings, detention basins, landscaping, fences, walls, drives, parking lots (including surfacing and striping), or other structures. The property shall be maintained in good and sufficient repair in a safe and aesthetically pleasing manner. Roads and pavement shall be kept true to line and grade and in good repair.

(17) Specific Design Conditions. The specific design conditions attached hereto as Exhibit "D" are hereby approved for the Project.

7. Construction Standards and Requirements.

a. Construction Standards. All construction shall be conducted and completed in accordance with ordinances, rules and regulations of the City. Developer shall provide City, without cost to the City, with "as built" drawings pursuant to the City's ordinances. All roadway improvements shall be installed in accordance with AASHTO and UDOT standards, as applicable, and the requirements of any governmental entity having jurisdiction over such improvements as well as applicable law.

b. Permits. Before commencement of construction or development of any phase of the work on or any improvement upon or relative to the Project, including off-site work, Developer shall, at its expense, obtain, or cause to be obtained

all permits which may be required by the City or any other governmental agency having jurisdiction over such phase of the work or improvement. The City shall cooperate with Developer in securing and issuing such permits.

c. Rights of Access. Representatives of the City shall have the reasonable right of access to the Project during the period of construction to inspect or observe the Project and any work thereon, or to conduct, at the City's expense, such soil, geologic, engineering, surveying, or other investigations as the City may desire, or as may be required by the City Engineer.

d. Local, State and Federal Laws. Developer shall construct, or cause to be constructed, all improvements on the Project in conformity with all applicable federal, state and local laws, rules and regulations.

e. Bonds. Developer shall not be required to post or deposit any completion bonds or other security for completion of construction or performance hereunder, EXCEPT with respect to the estimated costs of the Entry Road and the utilities installed therein.

8. City Fees.

a. Building Permit and Impact Fees. The Developer shall pay to the City all required impact and other fees for the Project and any phase thereof in a timely manner. The fee schedule of the City for the Project is attached hereto as Exhibit "E" and by this reference made a part hereof. As a condition to the issuance of any building permit for the Project, Developer shall pay to the City the total net amount due as impact fees and building permit fees identified in Exhibit "E", which shall be the only impact fees and building permit fees charged by the City for the full Project; provided that Developer need not pay any such impact fees or building permit fees until issuance of the building permit for the units to which such fees relate. Developer accepts the fees specified in Exhibit "E" and hereby agrees not to contest the same for any reason.

Developer shall pay all generally applicable charges including inspection fees and other normal charges for the Project. Except for the foregoing, the City shall not make any other charge in connection with the Project. Nothing contained herein shall limit the City's ability to levy general property taxes against the Project or to charge uniformly applicable fees for business licenses and other generally applicable charges in accordance with law.

b. Park Fees. The City acknowledges that the development of the Project will include construction of various private recreation facilities for use by the occupants of the Project, and that such use will decrease the burden which the Project would otherwise impose on City park and recreational facilities. For this purpose, the City hereby agrees that the parks improvement fee otherwise applicable to the units in

the Project will be deferred and reduced as follows: (i) the Phase I parks improvement fee will be deferred entirely until Phase II; (ii) the Phase II and Phase III parks improvement fees will be paid at the rate set forth in the attached Exhibit "E" as and when otherwise required hereunder; (iii) the Phase I parks improvement fee will be due when the Phase II parks improvement fee is due, but Developer will be credited with a deemed payment of \$166,320; and (iv) if all building permits for units in this Project are not applied for and issued not later than nine and one-half (9 1/2) years after the date of this Agreement, then the Phase I fee credit of \$166,320 will be due and payable in full within thirty (30) days after written demand from the City, and the City shall have a lien against the Project for such payment.

c. Building Permit Fee Calculation. For purposes of calculating the Building Permit fees hereunder, such fees shall be based on an evaluation schedule as published in the latest edition of the International Conference of Building Officials Building Standards.

9. Development Regulation/Vesting. This Agreement shall have a term of ten (10) years from the date of the issuance of the first building permit in connection with the Project. During the term of this Agreement, Developer shall have the right to develop the Project pursuant to this Agreement, the Final Site Plan and the Elevation Drawings, and no change, amendment or modification in city procedure, impact fees, connection fees, design criteria, zoning, planning and land use ordinances or building codes shall be enforceable against the Project or against Developer in connection with the Project.

The expression of Developer's contractual rights under this Agreement shall in no manner operate as a waiver or relinquishment of any of Developer's rights at law or in equity pertaining to the Project, the Final Site Plan, the Elevation Drawings, or any permits issued in connection therewith.

10. Moratoria. The parties hereby acknowledge and agree that Developer may build the improvements on the Project in phases, and no moratorium, or future ordinance, resolution or other land use rule or regulation or limitation on the conditioning, rate, timing or sequencing of the development of the Project or any portion thereof shall apply to or govern the development of the Project during the term hereof, whether affecting parcel or subdivision or condominium maps, building permits, occupancy permits or other entitlement to use issued or granted by the City, except as otherwise provided in this Agreement, and except for any ordinance, resolution or regulation provided in this Agreement, and except for any ordinance, resolution, or regulation enacted by the City after the date of this Agreement as may be necessary to: (i) comply with any state or federal laws or regulations, provided that if any such state or federal law or regulation prevents or precludes compliance with any provision of this Agreement, such affected provisions shall be modified as may be necessary to meet the minimum requirements of such state or federal law or regulation; (ii) comply with any resolutions or ordinances of any other governmental authority having a material bearing on the City's ability to provide services to the Project or otherwise comply with its obligations under

this Agreement, provided that if any such resolution or ordinance prevents or precludes compliance with any provision of this Agreement, such affected provisions shall be modified as may be necessary to meet the minimum requirements of such resolution or ordinance; or (iii) alleviate or otherwise contain a legitimate, bona fide harmful and noxious use of the Project in which event any ordinance, rule or regulation to be imposed in an effort to contain or alleviate such harmful and noxious use shall be the most minimal and the least intrusive alternative possible and may be imposed only after public hearing and comment and shall not, in any event, be imposed arbitrarily. In the event of any such moratorium, future ordinance, resolution or rule or regulation, unless taken by the City as provided under the three exceptions contained in the preceding sentence, Developer shall continue to be entitled to apply for and receive approvals for the implementation of the Final Site Plan and the Elevation Drawings in accordance with the rules, regulations and official policies applicable to and governing the development of the Project existing and in force as of the date of this Agreement.

11. Amendment. The City and Developer acknowledge that amendments to the Final Site Plan and the Elevation Drawings may be necessary from time to time. If and when the parties find that minor changes or adjustments are necessary or appropriate, they shall effectuate such changes or adjustment through administrative amendments approved by the City's Community Development Director and/or Building Official, without referral to the Planning Commission or the Council. Changes and adjustments in major elements of the Final Site Plan (which affect the overall concept and appearance of the Project), such as location of buildings, location and width of roadways, major amenities, fencing and buffers along the Entry Road and along the south boundary of the Project (excluding the Project interior), and overall architectural style shall be subject to approval by the City Council after receiving the recommendation of the Planning Commission. The parties shall cooperate in good faith to agree upon, and to process, any administrative or substantive amendments to the Final Site Plan.

12. City Decisions. City agrees to respond to Developer requests for amendment to the Final Site Plan and the Elevation Drawings, or to requests from the Developer for City action pertaining to the Project, in a prompt and timely manner.

13. Termination.

a. Construction of the improvements contemplated by approved Final Site Plan for the entire Project must be completed no later than ten (10) years from the date of the issuance of the first building permit in connection with the Project. In the event the Developer fails to do so, or in the event the Developer fails to complete the various phases of the Project as contemplated by Paragraph 6 above (including commencement of construction and payment of fees), then the City shall give written notice of such failure to Developer, specifying such failures and giving notice that Developer's continued failure without cure for four (4) additional months (except for a failure to pay, in which case the cure period shall be one (1) month) may result in termination of this Agreement, upon written notice by the City, at its option.

b. In addition to the foregoing, in the event of any failure by the Developer to comply with its obligations hereunder, or with applicable City ordinances, the City shall have the right to pursue normal enforcement procedures permitted under its ordinances, and shall have all remedies otherwise available at law or in equity, including damages for breach of contract and injunctive relief.

c. Developer agrees to respond to City requests for information pertaining to the Project in a prompt and timely manner.

d. This Agreement shall terminate automatically upon completion of construction of the Project, as evidenced by a Certificate of Occupancy for all units for all Phases of the Project.

14. General Provisions.

a. Assignment.

(1) Assignability. Developer shall not assign this Agreement, or any rights or interests herein, without the prior written consent of City. Nevertheless, City hereby consents to the assignment of this Agreement and all rights and benefits hereunder or relating to this Agreement to any entity as to which a majority of the equity interests are held either by Sanford Diller, and/or Sanford N. Diller and Helen P. Diller, Trustees of the D.N.S. Trust and/or Pegasus Development. City hereby consents to Developer granting security interests in and collaterally assigning its rights hereunder in connection with any financing of the Project, and to any such lender realizing upon its collateral (including the rights granted Developer hereunder) in a foreclosure, deed in lieu conveyance or other proceeding in enforcing its rights under its security documents.

(2) Exceptions to General Prohibition. Nothing contained herein shall prohibit Developer from selling or leasing residential apartments or condominiums in the ordinary course of business of operating the Project.

(3) Qualifications of Transferee; Assumption. Except as expressly provided in this Agreement, any proposed assignee of this Agreement shall have the qualifications and financial responsibility necessary and adequate, as reasonably required by the City, to fulfill the obligations undertaken in this Agreement by Developer. Any such proposed assignee, by instrument in writing satisfactory to City, for itself and its successors and assigns, and for the benefit of the City, shall expressly assume all of the obligations of Developer under this Agreement with respect to the Project (or any portion thereof), and shall agree to be subject to all the conditions and restrictions to which Developer is subject with respect to the Project (or any part thereof). Such assignments shall be

submitted to the City for review as to the consistency with this Agreement of such instruments and other legal documents. After such complete submittal, City may approve or disapprove such proposed assignee within thirty (30) days. If the proposed assignee is disapproved, City shall set forth the reasons for such disapproval in its notice. If City approves any such assignment, Developer shall be released from its obligation hereunder for that portion of the Project for which assignment is approved.

b. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the stated rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights and/or remedies for the same default or any other default by the other party.

c. Notices, Demands and Communications Between the Parties. All notices, requests and demands required to be given hereunder shall be in writing and shall be deemed to have been duly given upon the date of service, if served personally upon the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid, to such party at its address as shown below with an additional copy sent by facsimile, three (3) business days after such mailing, or at such address as otherwise hereafter designated by such party in writing.

To Developer:

11000 South 400 West, L.C., a Utah limited liability company
Pegasus Development Co.
2600 Campus Drive, Suite 200
San Mateo, CA 94403
Attn: Sanford N. Diller
Attn: Billy Reed
Fax: (415) 349-3204

with copy to:

ALLEN NELSON RASMUSSEN & CHRISTENSEN, P.C.
215 South State Street, Suite 900
Salt Lake City, Utah 84111
Attn: Bruce J. Nelson

To City:

City of South Jordan
11175 South Redwood Road
South Jordan, Utah 84095
Attn: City Administrator
Fax: 254-3393

Any party may change its address for notice under this Agreement by written notice to the other party in accordance with this Paragraph.

d. Non-liability of City Officials and Employees. No officer, representative, agent or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City, of for any amount which may become due to Developer or its successors or for any obligation under the terms of this Agreement.

e. Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and costs as determined by the Court.

f. Enforced Delay; Extension of Time of Performance. Performance by either party hereunder, with respect to items of construction and development required hereunder, shall not be deemed to be in default where delays are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, unusually severe weather, acts of the other party, acts or the failure to act of any public or governmental agency or entity (other than acts or failure to act of City which shall not excuse performance by the City), or any other causes beyond the control or without the fault of the party claiming the right to an extension of time to perform. Any extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause.

g. Approvals by City and Developer. Wherever this Agreement requires the City and the Developer to approve, review or consent to any document, plan, proposal, specification, drawing or other matter, such approval, review or consent shall not be unreasonably withheld or delayed.

h. No Third Party Rights. The obligations of Developer set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than the City. The City alone shall be entitled to enforce or waive any provision of this Agreement running in favor of City.

i. Entire Agreement, Waivers and Amendments.

(1) : Duplicate Originals. This Agreement is executed in four (4) duplicate originals each of which is deemed to be an original. This Agreement also includes the above-mentioned Exhibits and constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof. All exhibits which are attached hereto and schedules referred to herein are hereby incorporated herein as though set forth herein at length.

(2) Integration. This Agreement, together with the exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all prior negotiations, representations, promises or previous agreements between the parties with respect to all or any part of the subject matter(s) hereof.

(3) Waivers/Amendments. All waivers of the provisions of this Agreement must be in a writing signed by the authorized officers of the City or Developer. Any amendments hereto must be in writing and signed by the authorized representatives of City and Developer.

(4) Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provision of this Agreement may be necessary. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

(5) Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

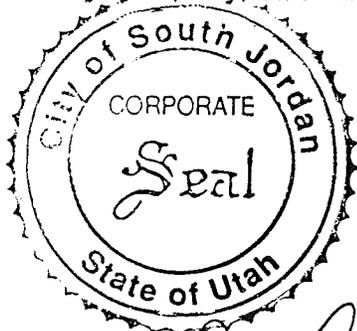
j. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, including any other municipality which may, by subsequent annexation, acquire any jurisdiction over any portion of the Project. The obligations of the Developer hereunder shall be conditioned upon closing of Developer's intended acquisition of the Project from Anderson Development Co.

k. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

l. Captions. The article and paragraph headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

m. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

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



CITY:
SOUTH JORDAN CITY

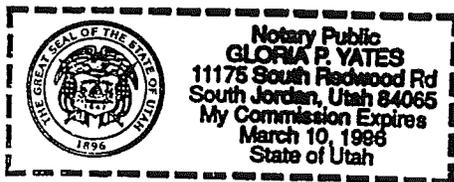
By: Theron B. Hutchings
Mayor

ATTEST:

[Signature]
City Recorder

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

The foregoing instrument was acknowledged before me this 30 day of November, 1995, by Theron B. Hutchings, the Mayor of South Jordan City, County of Utah, State of Utah.



[Signature]
NOTARY PUBLIC
Residing at: South Jordan, Ut
My Commission Expires: 3-10-96

[SEAL]

Exhibit B

Conceptual Master Site Plan

Exhibit C

Elevation Drawings

Preliminary Building Elevation Drawings (both two story and three story).

Exhibit D

Specific Design Conditions

The following Specific Design Conditions reference the Project. For purposes of the Development Agreement and design guidelines, the term "Developer" refers to all of the current or future owners of the Project.

The Project shall be developed under the following design conditions and specifications:

1. **BUILDING SEPARATION AND SIDEYARD RESTRICTIONS:** No buildings shall be closer than fourteen (14) feet as measured from exterior building wall to exterior building wall.
2. **INTERIOR ROADWAYS:** Interior roadways in the Project shall have driving lanes of no less than ten (10) feet wide. Location of any such interior roadways shall be at the sole discretion and design of the Developer. No traffic impact study shall be required by the City in connection with the development of the interior roadways of the Project.
3. **LANDSCAPING/BUFFERING:** Landscaping shall comply with the Final Site Plan requirements and the standards set forth in the City's ordinances. The plans and specifications submitted for final approval shall be stamped by a registered and licensed landscape architect. Preliminary plans for buffering for the full Project will be submitted for review with Phase I. No structures shall be constructed on the Project within 400 feet of the south boundary line without construction of a sound barrier wall along or near such boundary.
4. **BUILDING MATERIALS/COLORS/FINISHES:** All construction shall meet minimum uniform fire and building code standards in effect at the time a building permit is sought for the particular improvements which are the subject of such building permit(s). Exterior building materials which are a combination of brick veneer and stucco, consistent with the preliminary building elevations attached hereto as Exhibit "C" are acceptable. Brick veneer in natural earthtones (beige, brown, gray, etc.) is acceptable. Accent colors around windows, door frames, etc. are acceptable in earthtones, or white and forest green shades. Colors for roofs shall be in the discretion of the Developer. Roofs shall be composition shingle. No aluminum siding shall be used on the buildings. Any metal finishes will be non-reflective.
5. **CONDOMINIUMS:** The Developer may (at its option) file a Condominium Map for the Project. The CCR's required in connection with the Condominium Map (if any) shall provide that the Homeowners Association need not be legally filed with the State of Utah until just prior to sales of condominium units. Any condominiums developed in the Project shall conform to the minimum requirements contained in state law existing as of the time the Condominium Map is submitted for

approval. Requirements of size, building materials, parking, etc. shall be identical to those conditions set forth above.

6. SIGNAGE: Two (2) monument signs (not exceeding 10' wide and 6' high) at 400 West and Entry Road are acceptable. A temporary sign (not exceeding 10' wide and 6' high) may be installed by the Developer at the 10600 South 400 West corner (subject to landowners' approval) for a period until a permanent sign at that location is installed pursuant to approval of the City. The City is preparing a coordinated signage plan for the Project and nearby commercial property. Such plan will include a monument sign at 10600 South 400 West, and the Developer will be allowed signage on such monument.

To the extent that any design conditions and specifications listed above, or the Final Site Plan, conflict with any City zoning ordinance, code, or policy, a variance to such zoning ordinance, code, or policy is deemed approved for the Project subject to this Exhibit D so as to allow contemplated development according to the design conditions and specifications set forth above.

Exhibit "E"

City Fees

Impact Fees

Streets Impact Fee:	\$700/unit
City Building and Facilities:	\$350/unit
Parks Improvement:	\$700/unit
Parkway Landscaping:	\$300/unit
Water Storage:	\$200/unit
Construction Water: All Permits:	\$64.00
Water Connection Fee ¹ :	
3/4 Inch Connection	\$1,500.00 ²
1 Inch Connection	\$1,750.00 ²
2 Inch Connection	As Per Water Conservancy District Fee Schedule ³
4 Inch Connection	As Per Water Conservancy District Fee Schedule ³
Flood Control Fee:	\$2,300/Acre

Building Permit Fees:

(To be calculated pursuant to standard City procedures as required by the foregoing Development Agreement [Paragraph 8])

Sprinkler Plan Fee:

Plan review fee for fire sprinkler protection systems. Total fee not to exceed \$400.

¹The Developer may, at its option, pay all or any part of the Water Connection Fees by conveyance of East Jordan Canal Company water shares to the City, at fair market value.

²Including installation by the City at its cost.

³To be determined by negotiation between Developer and Salt Lake Water Conservancy District. City agrees to pass through District fees without premium and without discount. Developer shall have the right to dispute and negotiate applicable fees and connection charges with the District at its expense.