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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH

### DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the "City"), and Rushton Meadows, a Limited Liability Corporation ("the Developer"), enter into this Development Agreement (this "Agreement") this 25<sup>th</sup> day of June, 2013 ("Effective Date"), and agree as set forth below. The City and the Developer are jointly referred to as the "Parties".

#### RECITALS

WHEREAS, the Developer is the owner of certain real property identified as Assessor's Parcel Number(s) 1) 27-17-176-021, 2) 27-17-176-022, 3) 27-17-326-005, 4) 27-17-326-006, 5) 27-17-326-004, 6) 27-17-153-001, 7) 27-17-326-001, 8) 27-17-327-001, 9) 27-17-377-002, 10) 27-17-377-008 specifically described in attached Exhibit A (the "Property") and intends to develop the Property and intends to exchange certain property with the City consistent with the Exchange Plan attached as Exhibit B (the "Exchange Plan"); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) *et seq.*, as amended, and (2) the South Jordan City Municipal Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of South Jordan City and is within the R-M-8 zone (the "Residential Multiple-Family (8 units per acre) Zone") and the A-1 Zone (the "Agricultural (minimum 1 acre lot) Zone"). A copy of the provisions of such zone designation in the South Jordan City Code is attached as Exhibit C, and Exhibit D; and

WHEREAS, the Developer desires to make improvements to the Property, and exchange property with the City in conformity with this Agreement and desires a zone change on the Property from A-1 Zone to R-M-8 Zone; and

WHEREAS, the Developer and the City acknowledge that the development and improvement of the Property, including the exchange of property pursuant to this Agreement will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the South Jordan City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, and / or contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its residents; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council, pursuant to resolution R2013-37 a copy of which is attached as Exhibit E; and

SOUTH JORDAN  
1600 W TOWNE CENTER DR  
SOUTH JORDAN UT 84095-8265  
BY: LMH, DEPUTY - 01 56 P.

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as A-1 to a zone designated as R-M-8.

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

## TERMS

A. **Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of South Jordan City.

B. **Enforceability:** The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council in its sole legislative discretion approves a zone change for the Property currently zoned as the A-1 Zone to a zone designated as the R-M-8 Zone.

C. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to the R-M-8 Zone under the City Code as of the Effective Date, except that in the event of a discrepancy between the requirements of the City Code including the R-M-8 Zone, and this Agreement, this Agreement shall control.

D. **Developer Obligations:**

1. **Concept Plan.** The Developer agrees to construct the development consistent with the Concept Plan and the requirements set forth in this Agreement and the City Code.
2. **Value.** The City has obtained an appraisal, Executive Summary attached as Exhibit F of City property to be conveyed to the Developer pursuant to the terms of Section E. of this Agreement. The Developer has reviewed the appraisal and agrees to use the appraisal as the value of the City property that will be conveyed and or allowed to be used for Road Improvements.
3. **Property conveyance.** The Developer agrees to deed, and the City agrees to accept, three parcels of real property totaling 0.153 acres (6,672 sq/ft) valued at twenty three thousand three hundred fifty two dollars (\$23,352), as follows and pursuant to the Exchange Plan:
  - a. Open Space Rezone Parcel "A" (Purple) (Rushton Meadows L.C. to South Jordan City) as labeled on Exhibit B, consisting of 0.0590 acres (2,553 sq/ft) for an extension to the park. As described in the warranty deed attached as Exhibit G.
  - b. Open Space Rezone Parcel "B" (Red) (Rushton Meadows L.C. to South Jordan City) as labeled on Exhibit B, consisting of 0.069

acres (3,039 sq/ft) for an extension to the trail. As described in the warranty deed attached as Exhibit H.

- c. Open Space Rezone Parcel "C" (Brown) (Rushton Meadows L.C. to South Jordan City) as labeled on Exhibit B, consisting of 0.250 acres (1,080 sq/ft) for a public walkway. As described in the warranty deed attached as Exhibit I.
4. **Public Improvements.** Developer shall improve City parks and trails as described below up to the amount of Seven hundred seven thousand two hundred thirty one dollars (\$707,231.00).
- a. With the consultation and the participation by the City in the design and development of the park and trail way, the Developer shall install and bond for park, trail and open space improvements as detailed on the improvement plan Exhibit J (the "Improvement Plan"). Said improvements shall include but is not limited to:
    - i. 20' trail way;
    - ii. 8' asphalt trail;
    - iii. Trail and landscape improvements to match existing trail improvements;
    - iv. Irrigation, secondary water where feasible as determined by the City Engineer. Any required secondary water irrigation shall be included in the subdivision bond;
    - v. Turf;
    - vi. Landscape (trees, shrubs, plantings, etc...);
    - vii. Pavilion;
    - viii. Parking lot;
    - ix. Trail, walking path;
    - x. Identifying feature(s), ie. signage, place-making feature(s) etc....
  - b. The Developer shall complete trail improvements prior to the bond release for Phase I.
  - c. The Developer shall complete all park improvements prior to the bond release for phase IV.
  - d. The Developer shall submit all drafts for work done to the City for verification of the amount spent on Public Improvements.
5. **Reimbursement.** Upon completion of the Public Improvements as described in Section D. 4. of this Agreement, if there is any difference between the value as described in Section D. 2. of this Agreement and the total cost of the Public Improvements as verified by the City, the Developer shall pay the City the amount of the difference.

**E. City Obligations.**

1. Development Review. The City shall review development of the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations.
2. Property Conveyance. The City agrees to deed, and the Developer agrees to accept, two parcels of real property totaling 4.10 acres (178,586 Sq/ft) valued at six hundred twenty five thousand fifty one dollars (\$625,051.00), as follows and pursuant to the Exchange Plan:
  - a. R-M8 Rezone Parcel 4 (Green) as labeled on Exhibit B, consisting of 1.209 acres (52,677 Sq/ft) for use as residential housing. As described in the warranty deed attached as Exhibit K.
  - b. R-M8 Rezone Parcel 5 (Blue) as labeled on Exhibit B, consisting of 2.890 acres (125,909 Sq/ft) for use as residential housing. As described in the warranty deed attached as Exhibit L.
3. Road Improvements. The City agrees to allow Developer to construct infrastructure improvements on Open Space Rezone Parcel 1 (Yellow) as labeled on Exhibit B, including a 0.70 acres (30,152 Sq/ft) section of roadway (Harvest Point Drive) valued at one hundred and five thousand five hundred and thirty two dollars (\$105,532) and necessary utilities on City property as described in the legal description attached as Exhibit M.
4. Temporary Construction and Access Easements. The City agrees to provide Developer with two (2) temporary construction and access easements and one (1) temporary emergency access easement to construct the Public Improvements described in Section D. 4. of this Agreement attached as Exhibits N and O.
5. Public Improvements. The City agrees to cooperate with the Developer, and provide timely review and response for:
  - a. The design and development of the Public Improvements described in Section 4. D. of this Agreement.
  - b. Receipts, drafts and bills related to construction of the Public Improvements.
  - c. The verification of accounts up to the amount of the Value of the City property minus the Developer property.
  - d. Inspections, approvals and acceptance of all Public Improvements.
  - e. Upon final acceptance of the Public Improvements the City shall own and maintain the Public Improvements in perpetuity.

**F. Vested Rights and Reserved Legislative Power.**

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and

construct the Property in accordance with the RM-8 zoning designation and the City Code in effect as of the Effective Date.

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

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

H. **General Provisions.**

1. **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

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

If to Developer:

Att: Lynn Bowler  
Rushton Meadows, LLC  
PO Box 2111  
West Jordan UT 84084

2.     Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.
3.     No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.
4.     Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.
5.     Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.
7. **Amendment.** This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.
8. **Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.
9. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.
10. **Remedies.** If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
11. **Attorney's Fee and Costs.** If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
12. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.
13. **No Third Party Rights.** The obligations of the Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

14. Assignment. Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement and Developer shall be deemed released of its obligations in connection with this Agreement; provided, however, that Developer shall provide the City with notice of the assignment of this Agreement within a reasonable time after the occurrence of such assignment.
15. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

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

*{Signatures follow on next page}*



CITY OF SOUTH JORDAN,  
a Utah Municipal Corporation

APPROVED AS TO FORM:

By: *John H. Geilmann*  
John H. Geilmann  
City Manager

*[Signature]*  
Attorney for the City

State of Utah )

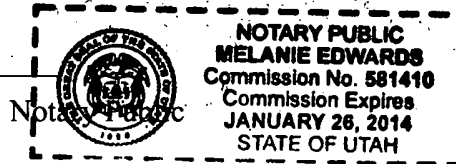
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County of Salt Lake )

On this 25 day of June, 2013, personally

appeared before me John H. Geilmann, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the City Manager, of the City of South Jordan, a Utah municipal corporation, and said document was signed by him in behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and he acknowledged to me that said municipal corporation executed the same.

*Melanie Edwards*



RUSHTON MEADOWS LLC

By: *[Signature]*  
Name: *R. Lynn Bowler*  
Title: *Manager*

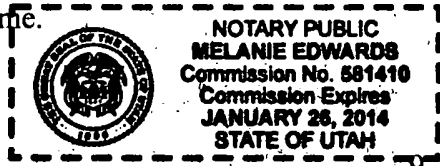
LIMITED LIABILITY COMPANY APPLICANT

State of Utah )

:ss

County of Salt Lake )

On this 25 day of June, 2013, personally appeared before me *R. Lynn Bowler* [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the *Manager* [title], of *Rushton Meadows LLC* [name of LLC], limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



*Melanie Edwards*  
Notary Public

Exhibit A

(Legal Description of the Property)

Parcel 27-17-176-021

BEG N 89°36'10" W 730.37 FT FR CEN SEC 17, T3S, R1W, SLM; N 89°36'10" W 530.67 FT TO E LINE CANAL; N 37°53'24" W 102.79 FT; N 0°02'37" W 273.21 FT; S 89°57' E 593.75 FT; S 0°02'20" E 357.49 FT TO BEG. 4.79 AC. 8646-4461

Parcel 27-17-176-022

BEG N 89°36'10" W 149.596 FT FR CEN SEC 17, T3S, R1W, SLM; N 89°36'10" W 580.77; N 0°02'20" W 357.49 FT; S 89°57' E 580.76 FT; S 0°02'20" E 361.01 FT TO BEG. 4.79 AC. 8646-4461

Parcel 27-17-326-005

BEG S 89°36'02" E 1522.03 FT FR W 1/4 COR SEC 17, T3S, R1W, SLM; S 35°25'01" E 43.48 FT; S 23°40'58" E 67.66 FT; S 20°23'14" E 157.75 FT; S 30°13'11" E 36.83 FT; S 39°20'17" E 89.59 FT; S 45°24'53" E 102.54 FT; S 40°42'10" E 112.39 FT;

Parcel 27-17-326-006

BEG N 89°36'10" W 149.60 FT FR CEN SEC 17, T3S, R1W, SLM; S 0°02'20" E 250.01 FT; N 89°03'17" W 318.76 FT; S 0°02'20" E 630.19 FT; S 84°18'29" W 211.79 FT; N 20°14'24" W 33.69 FT; N 14°00'43" W 44.25 FT; N 13°59'48" W 17.89 FT; S 83°46'51"

Parcel 27-17-326-004

BEG S 89°36'02" E 1522.03 FT & S 89°03'17" E 976.45 FT & S 0°30'49" W 250.01 FT FR W 1/4 COR SEC 17, T3S, R1W, SLM; N 89°03'17" W 318.76 FT; S 0°30'49" W 630.19 FT; S 84°18'29" W 209.15 FT; S 20°20'53" E 62.53 FT M OR L; S 20°58'06" E

Parcel 27-17-153-001

BEG S 0-00'01" E 1550.93 FT & E 1227.78 FT FR NW COR SEC 17, T 3S, R 1W, SLM; SE'LY ALG A 3446.27 FT RADIUS CURVE TO L 88.25 FT; S 89-57' E 8.6 FT; S 0-02'34" E 1015.82 FT; N 37-54'12" W 79.78 FT; N 19-22'46" W 133.01 FT; N 16-58'42" W

Parcel 27-17-326-001

PARCEL B, SOUTH JORDAN HIGH POINTE PUD PHASE 1. 9276-0213

Parcel 27-17-327-001

PARCEL C, SOUTH JORDAN HIGH POINTE PUD PHASE 1

Parcel 27-17-377-002

BEG S 89°50'52" E 2074.48 FT & N 00°09'08" E 1056.52 FT FR SW COR SEC 17, T3S, R1W, SLM; N 26°14'08" E 20.36 FT; N 13°24'39" E 61.44 FT; N 04°30'51" W 62.37 FT; N 20°27'24" W 168.51 FT; N 22°52'12" W 163.7 FT; N 20°58'06" W 161.31 FT;

Parcel 27-17-377-008

PARCEL B, SOUTH JORDAN HIGH POINTE PUD PH 4 & 5.



Exhibit C

R-M-8 ZONE City Code Provisions

**Chapter 17.48  
RESIDENTIAL R-M ZONE**

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&chapter\\_id=24020](http://sterlingcodifiers.com/codebook/index.php?book_id=488&chapter_id=24020)

**17.48.010: PURPOSE:**

**17.48.020: PERMITTED USES:**

**17.48.030: CONDITIONAL USES:**

**17.48.040: USE REGULATIONS:**

**17.48.050: DEVELOPMENT REVIEW:**

**17.48.060: DENSITY, LOT AREA, LOT FRONTAGE, AND SETBACKS:**

**17.48.070: PRIOR CREATED LOTS:**

**17.48.080: LOT COVERAGE:**

**17.48.090: YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:**

**17.48.100: PROJECTIONS INTO YARDS:**

**17.48.110: STREETS, ACCESS AND PARKING:**

**17.48.120: FENCING, SCREENING AND CLEAR VISION:**

**17.48.130: ARCHITECTURAL STANDARDS:**

**17.48.140: LANDSCAPING AND OPEN SPACE:**

**17.48.150: LIGHTING:**

**17.48.160: MULTI-FAMILY RESIDENTIAL:**

**17.48.170: OTHER REQUIREMENTS:**

**17.48.010: PURPOSE:**

The residential R-M zone (residential multiple-family), may be cited as the "R-M zone" and is established to provide for higher density residential developments such as, small lot single-family and multi-family infill developments. The dwelling density of each R-M zone is indicated on the official zoning map with a numerical suffix as described in section 17.48.060 of this chapter. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768934](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768934)

**17.48.020: PERMITTED USES:**

The following uses may be conducted in the R-M zone as limited herein:

Agriculture without livestock or poultry.

Assisted living centers and care centers, maximum two (2) stories with planning commission review and approval.

Golf courses, with planning commission review and approval.

Home occupations according to city ordinances.

Integrated multi-family residential with "village" style design, building height, architecture and connectivity, minimum one acre projects with planning commission review and approval.

Parks and recreational activities, with planning commission review and approval.

Residential accessory buildings, the footprints of which do not exceed the footprint area of the dwelling.

Residential accessory uses.

Single-family residential, detached, maximum one per lot or parcel. (Ord. 2012-12, 10-2-2012)  
[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768935](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768935)

### **17.48.030: CONDITIONAL USES:**

A conditional use permit may be issued for the following uses in the R-M zone:

Daycare center facility on minimum one acre lot.

Educational facilities.

Preschool center facility on minimum one acre lot.

Public facilities.

Religious activities.

Retail or office uses on main building level with upper level residential. (Ord. 2012-12, 10-2-2012)  
[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768936](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768936)

### **17.48.040: USE REGULATIONS:**

Uses may be conducted in the R-M zone only in accordance with the following regulations:

- A. Only allowed permitted, conditional or accessory uses as set forth in this chapter may be conducted in the R-M zone. A conditional use permit must be obtained prior to the establishment of a conditional use.
  
- B. Accessory uses may be conducted in the R-M zone only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, caretakers, nurses, nannies, maids, garages, sheds, swimming pools, recreational equipment, gardens, greenhouses and other structures and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.

- C. There shall be no open storage of trash, debris, used materials or commercial goods or wrecked or neglected materials, equipment or vehicles in the R-M zone.
- D. It shall be unlawful to park, store or leave, or to permit the parking, storing or leaving of any vehicle of any kind, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, whether attended or not, upon any private or public property within the R-M zone for longer than seventy two (72) hours, except that up to two (2) such vehicles or parts thereof may be stored completely within an enclosed building or within an opaque fence enclosure which is completely screened from view of public streets and neighboring properties.
- E. No commercial vehicle or commercial earthmoving or material handling equipment shall be parked or stored on any lot or parcel in the R-M zone, except in conjunction with temporary development or construction activities on the lot. Commercial vehicles shall include semitrucks and trailers, trucks and trailers equaling or exceeding eight thousand (8,000) pounds' curb weight, delivery vehicles, dump trucks, backhoes, graders, loaders, farm implements, cement trucks, bulldozers, belly dumps and scrapers, forklifts or any similar vehicle or apparatus.
- F. Watercraft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an R-M zone, except that said vehicles may be stored temporarily in front or street side yards for no longer than seventy two (72) hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least eight feet (8') from the street right of way line and if enclosed with a six foot (6') high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in the R-M zone, except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than seven (7) days per calendar year. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768937](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768937)

### **17.48.050: DEVELOPMENT REVIEW:**

Uses proposed in R-M zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this regarding development review in the preparation and review of development proposals in R-M zones. Each residential rezone area or development plan project shall contain a minimum of one acre. Depending upon size, scale, and the characteristics of a proposed development, an acceptable conceptual development plan, formulated in consultation with staff and adjacent property owners, may be required concurrently with an application to rezone property to the R-M zone. A development agreement may also be required with said application.

All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as allowed under state law. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768938](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768938)

**17.48.060: DENSITY, LOT AREA, LOT FRONTAGE, AND SETBACKS:**



The maximum gross density (dwelling units per acre before street dedication) in R-M zones and the minimum area of any single-family lot in R-M zones shall be as shown in the table below. Every portion of a parcel being subdivided or recorded as a condominium shall be included as a lot or lots in the proposed subdivision plat or as common, limited common or private ownership area in a condominium.

<b>Zone</b>	<b>Maximum DUs/Acre</b>	<b>Single-Family Residential Minimum Lot Size/Average Lot Size</b>	<b>Single-Family Residential Minimum Lot Frontage</b>	<b>Single-Family Residential Minimum Building Setbacks</b>
R-M 5	5	6,000 sq . ft. 7,000 sq . ft.	65 ft .	Front: 20 ft., Garage: 25 ft., Side: 8 ft., Side corner: 10 ft., Rear: 25 ft., Rear corner lot: 10 ft.
R-M 6	6	5,500 sq . ft. 6,500 sq . ft.	60 ft .	Front: 20 ft., Garage: 25 ft., Side: 8 ft., Side corner: 10 ft., Rear: 25 ft., Rear corner lot: 10 ft.
R-M 7	7	5,000 sq . ft. 6,000 sq . ft.	55 ft .	Front: 15 ft., Garage: 20 ft., Side: 6 ft., Side corner: 10 ft., Rear: 20 ft., Rear corner lot: 10 ft.
R-M 8	8	4,500 sq . ft. 5,500 sq . ft.	50 ft .	Front: 15 ft., Garage: 20 ft., Side: 5 ft., Side corner: 8 ft.,



				Rear: 20 ft., Rear corner lot: 10 ft.
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Except for approved "green court" single-family dwellings, and applicable portions of multi-family residential developments, each project area in R-M zones shall abut the right of way line of a public street. Unless otherwise approved as a PUD, minimum yard areas are measured from the corresponding front, side and rear property lines of lots. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768939](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768939)

**17.48.070: PRIOR CREATED LOTS:**

Lots or parcels of land, which legally existed or were created by a recorded plat prior to the establishment of an R-M zone, shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768940](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768940)

**17.48.080: LOT COVERAGE:**

A maximum of sixty percent (60%) of the area of a lot or condominium private ownership area in R-M zones may be covered by buildings. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768941](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768941)

**17.48.090: YARD REQUIREMENTS FOR ACCESSORY BUILDINGS:**

A. A land use permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

B. Minimum yard requirements for accessory buildings are as follows:

1. Location: Accessory buildings may not be located between a street and the front building line of a main building.
2. Side Yard: An accessory building may be located in a side yard no closer than six feet (6') from the side property line or boundary and no closer than six feet (6') from the dwelling or main building.
3. Street Side Yard, Corner Lot: An accessory building may be located between a street and the side of the dwelling or main building on a corner lot but not within the required minimum main building side yard and no closer than six feet (6') from the dwelling or main building.
4. Rear Yard: An accessory building may be located in a rear yard no closer than six feet (6') from the dwelling or main building and no closer than three feet (3') from the side or rear property line or boundary, except as required in subsection B5 of this section.
5. Minimum Setback: The minimum setback from property lines or boundaries for accessory buildings or structures exceeding sixteen feet (16') in height shall be increased by one foot (1') for each foot of

building height in excess of sixteen feet (16').

C. All buildings shall be separated by a minimum distance of six feet (6'). (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768942](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768942)

### **17.48.100: PROJECTIONS INTO YARDS:**

The following may be erected on or projected into any required yard space in R-M zones:

A. Fences and walls in conformance with city ordinances.

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

C. Utility or irrigation equipment or facilities.

D. Decks not more than two feet (2') in height.

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

F. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768943](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768943)

### **17.48.110: STREETS, ACCESS AND PARKING:**

A. Private streets are discouraged and gated communities are prohibited. Accesses shall be so designed to create connectivity and to meet the appropriate level of travel and service. Cul-de-sac streets will not be approved unless it can be demonstrated that no practical way exists to make connectivity. Where private streets are approved, building setbacks shall be measured from the back of curb. Street and driveway widths and improvements shall be determined during subdivision/site plan review, as may be recommended by the city engineer and fire marshal, and approved by the planning commission.

B. Parking areas and vehicle access in residential zones shall meet the requirements of title 16, chapter 16.26 of this code. Recreational vehicle parking in multiple-family developments shall only be provided in a screened area designated for such parking. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768944](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768944)

### **17.48.120: FENCING, SCREENING AND CLEAR VISION:**

The following fencing, screening and clear vision requirements shall apply in R-M zones. A permit shall be obtained from the community development department prior to construction of any fence in the R-M zones. An application form and the location, height and description of the proposed fence shall be submitted for review.

A. Utility Screening: In nonsingle-family residential developments requiring conditional use approval in R-M zones, all mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.

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

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

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

E. Clear Vision: Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed three feet (3') in height within a ten foot (10') triangular area formed by the edge of a driveway and the street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets. Lesser clear vision triangular areas may be approved by the city engineer based upon traffic speeds, flow, volumes and other traffic related variables.

F. Collector Street Fencing: Any single-family residential rear or side yard fence erected or maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right of way in R-M zones shall be constructed according to standards found in section 16.04.200 of this code. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768945](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768945)

## **17.48.130: ARCHITECTURAL STANDARDS:**

The following exterior materials and architectural standards are required in R-M zones:

A. CPTED (crime prevention through environmental design). Where practically possible, CPTED principles shall be used in the design and layout of buildings, streets, accesses and open space areas. Design shall promote natural surveillance, access control, territorial reinforcement, sense of ownership, proper management and maintenance. CPTED landscaping guidelines shall be used, including planting shrubs with a maximum height of two feet (2') to three feet (3') and trees with a proper ground clearance of six feet (6') to eight feet (8') above walkways and sidewalks and eight feet (8') to ten feet (10') above vehicular travel and parking lanes.

B. The treatment of buildings, materials and exterior appurtenances shall create an aesthetically pleasing site that is compatible with structures in the immediate area. Requirements applicable to all building structures are stated below:

1. All sides of dwellings shall receive equal design consideration, particularly where they may be readily viewed by pedestrians and motorists, or from adjacent properties.
2. Basic building materials for dwellings, including garages, shall include brick, stone, or cement fiber products (i.e., hardiboard) in combinations that create aesthetically pleasing architecture. Stucco products, if used, shall clearly be used in minimal amounts and as a contrast or accent to other building materials, i.e., gables.
3. Buildings shall be designed to relate to grade conditions with a minimum of grading and exposed foundation walls, creating easy pedestrian access from sidewalks, open space, parking areas.

C. Except for flat or shed style roof structures approved by the planning commission, a minimum six to twelve (6:12) roof pitch shall be required and a minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) for each single-family dwelling unit.

D. Signs shall meet requirements of title 16, chapter 16.36 of this code and shall be constructed of materials which are consistent with the buildings which they identify.

E. The minimum total floor area, above grade, of any single-family dwelling in R-M zones shall be

one thousand two hundred (1,200) square feet. The minimum total floor area, above grade, of each unit in a multi-family dwelling shall be one thousand (1,000) square feet.

F. Main buildings in R-M zones may not exceed thirty five feet (35') in height. Accessory buildings may not exceed twenty five feet (25') in height.

G. Attached garages on single-family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768946](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768946)

**17.48.140: LANDSCAPING AND OPEN SPACE:**

A. The front and street side yards of single-family lots shall be landscaped and properly maintained with lawn or other acceptable plant material unless otherwise approved with a conditional use permit.

B. The minimum gross land area of a multi-family residential development to be preserved as open space in R-M zones shall be as follows:

<u>Zone</u>	<u>Required Open Space</u>
R-M 5	12 percent
R-M 6	14 percent
R-M 7	16 percent
R-M 8	18 percent

The open space, if not dedicated to the city, will be labeled and recorded as a lot or lots in a subdivision, as common area in a condominium or as a perpetual open space easement to be jointly owned and properly maintained as open space and/or recreation by an owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the city. The city may determine the location of open space in consideration of topography, drainage or other land features. Open space shall include recreational improvements such as play courts, swimming pools, tot lots, picnic areas and walking paths. Open space may also include community gardens and other natural open space. The city may determine the acceptability of proposed amenities before a site plan, plat or condominium is approved. The city may require a cash bond to guarantee installation of the

open space improvements. All open spaces shall be preserved and properly maintained by the owners.

C. All areas of developments not approved for parking, buildings, recreation facilities, access or other hard surfacing or otherwise exempted with development approval, shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material or xeriscape as approved in conjunction with a site plan or plat for the development.

D. In multi-family and nonresidential developments, a minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped common areas, excluding landscaped sports or play areas, is required. A minimum of thirty percent (30%) of required trees shall be minimum seven foot (7') evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally spaced, except as may be required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.

E. All collector street and other public and private park strips in R-M zones shall be improved with ground covers and street trees, and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval.

F. Required trees may not be topped nor may any required landscape material be modified or removed in R-M zones without city approval. Any dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

G. In multi-family and nonresidential developments in R-M zones, the following landscaping requirements shall apply:

1. Curbed planters with two inch (2") or larger caliper shade trees and grass, shrubs or ground cover shall be installed at the ends of parking rows. Said planters shall be at least five feet (5') wide.
2. Minimum five foot (5') landscaped planters shall be provided along street sides of building foundations, except at building entrances.
3. All landscaped areas shall be curbed.

H. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required open space for the development. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners.

Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.

I. All required landscaping in yard areas and open spaces shall be installed (or escrowed on a case by case basis) prior to occupancy.

J. All landscaped areas, including adjoining public right of way areas not maintained by the city, shall be properly irrigated and maintained by the owners. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768947](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768947)

### **17.48.150: LIGHTING:**

The following lighting requirements shall apply in R-M zones:

A. A lighting plan shall be submitted with all new developments in R-M zones. Where required by the city, lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.

B. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.

C. Lighting fixtures on public property shall be architectural grade. A single streetlight type, approved by the city council and city engineer, will be used on the same street. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768948](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768948)

### **17.48.160: MULTI-FAMILY RESIDENTIAL:**

As used in this chapter, "multi-family residential" shall mean any residential development in the R-M zone approved by the city in compliance with the following additional requirements:

A. Uses allowed in a multi-family residential project shall be the same as those allowed in the R-M zone.

B. The maximum gross residential density in a multi-family project shall be as provided in section 17.48.060 of this chapter. Depending upon size and scale, multi-family projects may be required to have mix of housing types and building heights.

- C. The minimum area, yard, width, frontage and other dimensional requirements of the R-M zone may be modified in a multi-family residential project as recommended by staff and approved by the planning commission.
- D. The entrances of all dwellings shall front onto public streets, fire accessible private driveways, or green courts, with entrance sidewalks accessing the street sidewalk. Entrances shall also have direct sidewalk access to public/private sidewalks. Building orientation away from a collector street may be required.
- E. Direct driveways onto a collector street may be prohibited or restricted by using shared or rear loaded driveways. On site turnaround access may be required to avoid having vehicles backing onto a collector street. Rear loaded garages are encouraged for garage access to townhomes, row houses, and twin homes. Approved front loaded garages shall be subservient, making the porch and/or living space the dominant feature of the dwelling.
- F. The design of pedestrianways may be a standard sidewalk, a solitary meandering pathway or trail, or other possible designs that may be approved by the planning commission. Choice of appropriate pedestrian access will be made based upon the type and scale of the project being proposed. Crosswalks and pedestrian access to trail systems or nearby activity centers may be required.
- G. Parking spaces shall be provided for all dwelling units within a multi-family residential project and per section 16.26.040 of this code. At least one space per unit shall be covered. One space per every four (4) dwelling units shall be provided for guest parking. Parking spaces shall be scattered throughout the project, so as to minimize the walking distance to the dwelling units. This requirement may be waived by the planning commission if the applicant can show that the design of the project makes this requirement unnecessary.
- H. Before building permits are issued, all multi-family residential projects shall have been approved by the staff of the city of South Jordan and recorded with the Salt Lake County recorder's office, a declaration of restrictive covenants containing, at a minimum, provisions for a homeowners' association (depending on the size and scale of the project), maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to city conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by city staff and approved by the planning commission. Said restrictive covenants shall also comply with section 17.04.300 of this title.
- I. Developers of multi-family residential projects shall submit a proposed declaration of covenants to the city attorney for review, including, if requested by the city attorney, an opinion of legal



counsel licensed to practice law in the state, that the multi-family project meets requirements of state law, and record the covenants with the plat for the project. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768949](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768949)

## **17.48.170: OTHER REQUIREMENTS:**

The following requirements shall apply in R-M zones:

- A. All improvements, including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the city or accepted for ownership or maintenance by the city shall be perpetually owned by the owners and maintained by the owners or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the city.
  
- B. All developments shall be graded according to the city engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
  
- C. All private areas of lots or parcels shall be properly maintained by the owners.
  
- D. Development projects shall give due consideration to the development of adjoining parcels in regards to access, utilities, buffering, and landscaping. A project phasing plan may be required for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the city. (Ord. 2011-17, 12-6-2011)

[http://sterlingcodifiers.com/codebook/index.php?book\\_id=488&section\\_id=768950](http://sterlingcodifiers.com/codebook/index.php?book_id=488&section_id=768950)

Exhibit D

A-1 City Code Provisions

**Chapter 17.28**  
**AGRICULTURAL A-1 ZONE**

**17.28.010: PURPOSE:**

**17.28.020: PERMITTED USES:**

**17.28.030: CONDITIONAL USES:**

**17.28.040: USE REGULATIONS:**

**17.28.050: DEVELOPMENT REVIEW:**

**17.28.060: LOT AREA:**

**17.28.070: LOT WIDTH AND FRONTAGE:**

**17.28.080: PRIOR CREATED LOTS:**

**17.28.090: DWELLING DENSITY:**

**17.28.100: LOT COVERAGE:**

**17.28.110: YARD REQUIREMENTS; MAIN AND ACCESSORY BUILDINGS:**

**17.28.120: PROJECTIONS INTO YARDS:**

**17.28.130: FARM ANIMALS<sup>1</sup> (REP. BY ORD. 2011-18, 3-6-2012):**

**17.28.140: PARKING AND ACCESS:**

**17.28.150: FENCING, SCREENING AND CLEAR VISION:**

**17.28.160: ARCHITECTURAL STANDARDS:**

**17.28.170: LANDSCAPING:**

**17.28.180: LIGHTING:**

**17.28.190: OTHER REQUIREMENTS:**

**17.28.010: PURPOSE:**

The agricultural A-1 zone (minimum 1 acre lot), may be cited as the "A-1 zone" and is established to allow for the continuation of agriculture in an expanding urban community and to complement the existing rural residential environment in the city. The regulations of this chapter are intended to allow for the orderly expansion of residential and commercial developments into agricultural lands while encouraging compatibility of new growth with existing agricultural uses. (Ord. 2007-02, 1-16-2007)

**17.28.020: PERMITTED USES:**

The following uses may be conducted in the A-1 zone as limited herein:

Accessory structures not exceeding five thousand (5,000) square feet.

Agricultural and residential accessory uses.

Crop production, horticulture.

Farm animals as regulated in section 17.130.040 of this title.

Home occupations according to city ordinances.

Produce stand, maximum three hundred (300) square feet, maximum one per parcel or lot for selling only produce grown on the premises.

Single-family dwelling, detached, maximum one per lot or parcel. (Ord. 2011-18, 3-6-2012)

**17.28.030: CONDITIONAL USES:**

A conditional use permit may be issued for the following uses in the A-1 zone:

Accessory structures exceeding five thousand (5,000) square feet in area.

Animal husbandry, unique or exotic animal specialties or other animal uses not otherwise regulated by this chapter.

Building other than single-family dwelling as a main building on the lot.

Commercial or public corrals, arenas, stables, silos, barns, equestrian or rodeo facilities and other commercial agricultural structures and uses.

Cultural exhibits and activities.

Daycare center facility on minimum one acre lot.

Educational facilities that have direct access to a collector street.

Golf courses and driving ranges.

Nature or zoological exhibits.

Parks and recreational activities.

Preschool center facility on minimum one acre lot.

Public facilities.

Religious activities. (Ord. 2012-12, 10-2-2012)

**17.28.040: USE REGULATIONS:**

Uses may be conducted in the A-1 zone only in accordance with the following regulations:

A. Only allowed permitted, conditional or accessory uses as set forth in this chapter may be conducted in the A-1 zone. A conditional use permit must be obtained prior to the establishment of a conditional use.

B. Accessory uses may be conducted in the A-1 zone only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, caretakers, nurses, nannies,

maids, barns, garages, silos, corrals, sheds, stables, paddocks, swimming pools, recreational equipment, greenhouses, windmills, wells and water storage facilities and other structures and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.

- C. There shall be no open storage of trash, debris, used materials, commercial goods or wrecked or neglected materials, equipment or vehicles in the A-1 zone.
  
- D. It shall be unlawful to park, store, leave, or to permit the parking, storing or leaving of any vehicle of any kind, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, whether attended or not, upon any private or public property within the A-1 zone for longer than seventy two (72) hours, except that up to two (2) such vehicles or parts thereof may be stored completely within an enclosed building or within an opaque fence enclosure which is completely screened from view of public streets and neighboring properties.
  
- E. No commercial vehicle or commercial earthmoving or material handling equipment shall be parked or stored in the A-1 zone except in conjunction with temporary development or construction activities or in conjunction with an approved use which requires such vehicles. Commercial vehicles shall include semitrucks and trailers, trucks and trailers equaling or exceeding eight thousand (8,000) pounds' curb weight, delivery vehicles, dump trucks, backhoes, graders, loaders, farm implements, cement trucks, bulldozers, belly dumps and scrapers, forklifts or any similar vehicle or apparatus.
  
- F. Watercraft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an A-1 zone, except that said vehicles may be stored temporarily in front or street side yards for no longer than seventy two (72) hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least eight feet (8') from the street right of way line and if enclosed with a six foot (6') high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in the A-1 zone, except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than seven (7) days per calendar year. (Ord. 2007-02, 1-16-2007)

### **17.28.050: DEVELOPMENT REVIEW:**

Uses proposed in A-1 zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in A-1 zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city except as allowed under state law. (Ord. 2007-02, 1-16-2007)

### **17.28.060: LOT AREA:**

The minimum area of any lot or parcel in the A-1 zone shall be one acre. Every portion of a parcel being subdivided shall be included as a lot or lots in the proposed subdivision plat. (Ord. 2007-02, 1-16-2007)

### **17.28.070: LOT WIDTH AND FRONTAGE:**

Each lot or parcel in the A-1 zone shall have a minimum width of one hundred feet (100') measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line. Each lot or parcel shall abut the right of way line of a public street a minimum distance of one hundred feet (100'), except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right of way a minimum distance of sixty feet (60'). (Ord. 2007-02, 1-16-2007)

### **17.28.080: PRIOR CREATED LOTS:**

Lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of an A-1 zone shall not be denied a building permit solely for reason of nonconformance with the parcel requirements of this chapter. (Ord. 2007-02, 1-16-2007)

### **17.28.090: DWELLING DENSITY:**

Only one single-family dwelling may be placed upon a lot or parcel of land in the A-1 zone. (Ord. 2007-02, 1-16-2007)

### **17.28.100: LOT COVERAGE:**

A maximum of thirty percent (30%) of the area of lots or parcels in the A-1 zone may be covered by buildings. (Ord. 2007-02, 1-16-2007)

### **17.28.110: YARD REQUIREMENTS; MAIN AND ACCESSORY BUILDINGS:**

The following yard requirements shall apply in A-1 zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or parcels. A land use permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

A. Minimum yard requirements for main buildings are as follows:

1. Front yard, interior and corner lots: Thirty feet (30').
2. Front yard, cul-de-sac lot adjacent to turnaround: Twenty five feet (25').
3. Side yard, interior lots: Ten feet (10').
4. Side yard, corner lots: Ten feet (10') on the side adjoining another lot, thirty feet (30') on the side adjoining the street.

5. Rear yard, interior lot: Twenty five feet (25').

6. Rear yard, corner lot: Ten feet (10').

**B. Minimum yard requirements for accessory buildings are as follows:**

1. Location: Accessory buildings may not be located between a street and the front building line of a main building.
2. Side Yard: An accessory building may be located in a side yard no closer than ten feet (10') from the side property line or boundary and no closer than six feet (6') from the dwelling or main building.
3. Street Side Building, Corner Lot: An accessory building may be located between a street and the side of the dwelling or main building on a corner lot but not within the required minimum main building side yard and no closer than six feet (6') from the dwelling or main building.
4. Rear Yard: An accessory building may be located in a rear yard no closer than six feet (6') from the dwelling or main building and no closer than three feet (3') from the side or rear property line or boundary, except as required in subsection B5 of this section.
5. Minimum Setback: The minimum setback from property lines or boundaries for accessory buildings or structures exceeding sixteen feet (16') in height shall be increased by one foot (1') for each foot of building height in excess of sixteen feet (16').

C. All buildings shall be separated by a minimum distance of six feet (6').

D. Buildings used for the housing or shelter of animals shall be located a minimum distance of forty feet (40') from any existing dwelling or neighborhood street right of way line and, if approved with a conditional use permit, a minimum of twenty feet (20') from any collector street right of way line. (Ord. 2007-02, 1-16-2007)

**17.28.120: PROJECTIONS INTO YARDS:** 

The following may be erected on or projected into any required yard space in A-1 zones:

A. Fences and walls in conformance with city ordinances.

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

C. Utility or irrigation equipment or facilities.

D. Decks not more than two feet (2') in height.

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

F. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard. (Ord. 2007-02, 1-16-2007)

### **17.28.130: FARM ANIMALS<sup>2</sup>:**

(Rep. by Ord. 2011-18, 3-6-2012)

### **17.28.140: PARKING AND ACCESS:**

Parking areas and vehicle access in A-1 zones shall meet requirements of title 16, chapter 16.26 of this code. (Ord. 2007-02, 1-16-2007)

### **17.28.150: FENCING, SCREENING AND CLEAR VISION:**

The following fencing, screening and clear vision requirements shall apply in A-1 zones. A permit shall be obtained from the community development department prior to construction of any fence in the A-1 zone. An application form and the location, height and description of the proposed fence shall be submitted for review.

A. Utility Screening: In nonsingle-family residential developments requiring conditional use approval in A-1 zones, all mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.

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

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

- D. Front Yard Fencing: A maximum four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or vinyl fence may be constructed along a side lot line to the right of way line or sidewalk of a neighborhood street, except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be used along side lot lines to the right of way or sidewalk but may not exceed three feet (3') in height. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the four foot (4') fence panel.
- E. Clear Vision: Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed three feet (3') in height within a ten foot (10') triangular area formed by the edge of a driveway and the street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets. Lesser clear vision triangular areas may be approved by the city engineer based upon traffic speeds, flow, volumes and other traffic related variables.
- F. Collector Street Fencing: Any single-family residential rear or side yard fence erected or maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right of way in A-1 zones shall be constructed according to standards found in section 16.04.200 of this code. (Ord. 2009-12, 3-16-2009)

## **17.28.160: ARCHITECTURAL STANDARDS:**

The following exterior materials and architectural standards are required in A-1 zones:

- A. Each dwelling in A-1 zones shall be constructed with brick or stone in the minimum amount of two feet (2') times (x) the perimeter of the foundation (including garage). Dwellings shall be constructed with minimum five to twelve (5:12) roof pitch and a minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent).
- B. All building materials shall be high quality, durable and low maintenance.
- C. Buildings in A-1 zones may not exceed thirty five feet (35') in height, except for structures not intended for human occupancy.
- D. Signs shall meet requirements of title 16, chapter 16.36 of this code and shall be constructed of materials which are consistent with the buildings which they identify.



E. The minimum floor area, finished and unfinished, of any single-family dwelling in A-1 zones shall be two thousand four hundred (2,400) square feet.

F. The exteriors of buildings in the A-1 zone shall be properly maintained by the owners.

G. Attached garages on single-family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street. (Ord. 2007-02, 1-16-2007)

### **17.28.170: LANDSCAPING:**

The following landscaping requirements shall apply in A-1 zones:

A. The front and side yards of lots shall be landscaped and properly maintained with lawn and other acceptable plant material unless otherwise approved with a conditional use permit.

B. All areas of nonresidential developments not approved for parking, buildings, recreation facilities, access or other hard surfacing or otherwise exempted with development approval, shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.

C. In nonresidential developments, a minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped area, excluding landscaped sports or play areas, is required. A minimum of thirty percent (30%) of required trees shall be minimum seven foot (7') evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally spaced except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.

D. All collector street and other public and private park strips in A-1 zones shall be improved and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval.

E. In nonresidential developments in A-1 zones, the following landscaping requirements shall apply:

1. Curbed planters with two inch (2") or larger caliper shade trees and grass, shrubs or ground cover shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.
2. Minimum five foot (5') landscaped planters shall be provided along street sides of building foundations except at building entrances.
3. All landscaped areas shall be curbed.

F. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.

G. All required landscaping in yard areas and open spaces shall be installed (or escrowed on a case by case basis) prior to occupancy.

H. All landscaped areas, including adjoining public right of way areas not maintained by the city, shall be properly irrigated and maintained by the owners.

I. Required trees may not be topped nor may any required landscape material be removed in A-1 zones without city approval. Any dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval. (Ord. 2007-02, 1-16-2007)

## **17.28.180: LIGHTING:**

The following lighting requirements shall apply in A-1 zones:

A. A lighting plan shall be submitted with all new developments in A-1 zones. Where required by the city, lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.

B. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.

C. Lighting fixtures on public property shall be architectural grade. A single streetlight type, approved by the city engineer, will be used on the same street. (Ord. 2007-02, 1-16-2007)

## **17.28.190: OTHER REQUIREMENTS:**

The following requirements shall apply in A-1 zones:

- A. All developments shall be graded according to the city engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
  
- B. All private areas of lots or parcels shall be properly maintained by the owners.
  
- C. A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the city. (Ord. 2007-02, 1-16-2007)

Exhibit E

RESOLUTION R2013-37

**A RESOLUTION AUTHORIZING THE CITY OF SOUTH JORDAN CITY MANAGER TO SIGN THE "DEVELOPMENT AGREEMENT" BY AND BETWEEN THE CITY OF SOUTH JORDAN AND RUSHTON MEADOWS, LLC.**

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

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

**WHEREAS**, the South Jordan City Council finds it in the best interest of the public health, safety, and welfare to enter into a development agreement with Rushton Meadows, LLC, allowing a zone change.

**NOW, THEREFORE**, be it resolved the City Council of South Jordan City, Utah as follows:

**SECTION 1. Authorization to Sign.** South Jordan City Manager, John H. Geilmann is authorized to sign the Development Agreement by and between South Jordan City and Rushton Meadows, LLC.

**SECTION 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts, provisions and words of this Resolution shall be severable.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS 4<sup>th</sup> DAY OF June, 2013 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Mark Seethaler	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Chuck Newton	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Brian Butters	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Steve Barnes	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Larry Short	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>

*Scott Osborne*  
Scott Osborne

ATTEST: *Anna M. West*  
Anna M. West, City Recorder



Exhibit F

APPRAISAL EXECUTIVE SUMMARY

1

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    Qualifications of Appraisers

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VAN DRIMMELEN & ASSOCIATES, INC.

## Certification

Re: A summary appraisal report of portions of the South Jordan City Trail corridor; property located at ±10702 South Bangerter Highway, South Jordan City, Utah. Appraisal Report File #983km0413.

**I certify that to the best of my knowledge and belief:**

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
10. Kendall Mitchell has made a personal inspection of the property that is the subject of this report.
11. No other person provided significant real property appraisal assistance to the persons signing this certification.
12. I have complied with the Appraisal Standards of USPAP and the Appraisal Institute in conducting the research and analysis, and in formulating the value conclusion(s) contained in this report.
13. The Ethics Rule of the Uniform Standards shall be enforced solely by enforcement of the Code of Professional Ethics under the existing enforcement procedures of the Appraisal Institute.
14. As of the date of this report, Kendall Mitchell is licensed by the State of Utah, Department of Commerce, Division of Real Estate. Under the state's licensing regulations, Kendall Mitchell is a Certified General Appraiser and his license has not been revoked, suspended, canceled, or restricted.

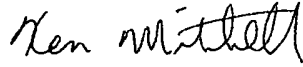
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**VAN DRIMMELEN & ASSOCIATES, INC.**

- 15. The undersigned hereby acknowledge that I have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraiser's statement of qualifications found in the addendum of this report.
- 16. The signing appraiser(s) have not performed prior appraisal or any other services regarding the subject property within the previous three years.

April 17, 2013

Date Signed



---

Kendall S. Mitchell  
Utah State Certified General Appraiser  
Certificate #5499685-CG00, Expires 04-30-14

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**VAN DRIMMELEN & ASSOCIATES, INC.**

## Executive Summary

<b><u>Type Of Property Appraised</u></b>	Portions of the South Jordan City Trail corridor.
<b><u>Address</u></b>	±10702 South Bangerter Highway, South Jordan City, Utah.
<b><u>Purpose Of The Appraisal</u></b>	Formulate an opinion of the market value of the corridor
<b><u>Property Rights Appraised</u></b>	Fee simple
<b><u>Owner of Record</u></b>	South Jordan City
<b><u>Parcel Number(s)</u></b>	27-17-153-001; -326-001; -327-001; -377-002 & -377-008
<b><u>Area Data Summary:</u></b>	Declining/stabilizing economic base, expanding population, declining unemployment, and stabilizing property values and real estate investment.
<b><u>Neighborhood Summary:</u></b>	Potential for additional growth and demand factors affecting real estate are considered to be average. The subject neighborhood includes the city of South Jordan City and surrounding communities within Salt Lake County. The neighborhood is ±15 miles south of the Salt Lake City Central Business District (CBD).
<b><u>Site Summary</u></b>	
<b><u>Location:</u></b>	south of South Jordan Parkway and west of Bangerter Highway at ±10702 South, South Jordan City, Utah
<b><u>Land Size:</u></b>	±385,070 square feet, or 8.84 acres
<b><u>Shape/Topography:</u></b>	Irregular/Mostly level
<b><u>Access:</u></b>	Assumed current and future access from South Jordan Parkway, Bangerter Highway & Rushton View Street
<b><u>Frontage:</u></b>	±88 feet on South Jordan Parkway & ±230 on Bangerter Highway
<b><u>Flood Zone:</u></b>	X <sup>1</sup> – panel 49035C0436G
<b><u>Adverse Site Conditions:</u></b>	None apparent

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<sup>1</sup> FEMA defines Zones x as follows: X: "Areas determined to be outside the 500 year flood plain".



### Executive Summary (Cont'd)

<b>Zoning:</b>	A-1 (Agricultural)
<b>Highest and Best Use as Vacant:</b>	For assemblage with adjacent parcels and subsequent high density residential development
<b>Highest and Best Use as Improved:</b>	N/A - Subject is vacant land only.

#### Concluded Market Values "As Is"

<b>Market Value:</b>	
Per Unit (SF)	\$3.50 per square foot
Total Market Value	\$1,347,745 (unrounded) \$1,348,000 (rounded)
<b><u>Date of Inspection:</u></b>	April 9, 2013
<b><u>Date of Valuation:</u></b>	April 9, 2013
<b><u>Date of the Report:</u></b>	April 17, 2013
<b><u>Marketability of the Subject:</u></b>	The subject property is considered marketable and would need an exposure time of 12 to 18 months were it to be marketed. Likewise, being property marketed the subject properties could be sold within a 12 to 18 month period from the respective date of valuation.

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*VAN DRIMMELEN & ASSOCIATES, INC.*

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Exhibit I

WARRANTY DEED PARCEL OPEN SPACE PARCEL "C" (BROWN)

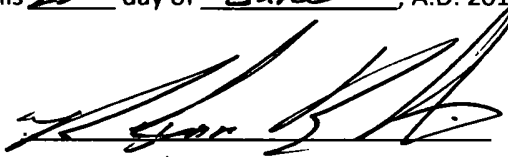
WARRANTY DEED

Rushton Meadows, LLC, GRANTOR, hereby CONVEY(S) and WARRANTS(S) to South Jordan City, a municipal corporation of the State of Utah located at 1600 West Towne Center Drive, South Jordan, County of Salt Lake, State of Utah, 84095 herein referred to as GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of land in Salt Lake County, State of Utah described as follows (OPEN SPACE REZONE PARCEL C):

Beginning at a point said point also being North 89°36'10" West 864.77 feet along the section line and North 266.68 feet from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running: thence North 89°57'00" West 12.00 feet; thence North 00°03'00" East 90.00 feet to a point on the south line of Albertson's 10400 South Street Subdivision; thence South 89°57'00" East 12.00 feet along said south line; thence South 00°03'00" West 90.00 feet to the point of beginning.

Contains 1,080 square feet or 0.025 acres.

IN WITNESS WHEREOF, Rushton Meadows, LLC has caused this instrument to be executed by its property officers thereunto duly authorized, this 25<sup>th</sup> day of June, A.D. 2013



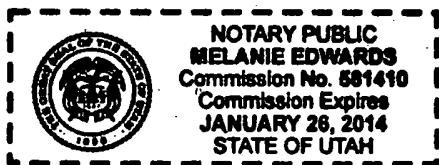
R. Lynn Bowler  
Rushton Meadows, LLC

State of Utah )  
:ss

County of Salt Lake )

On this 25 day of June, 20 13, personally appeared before me

R. Lynn Bowler [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager [title], of Rushton Meadows LLC [name of LLC], limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

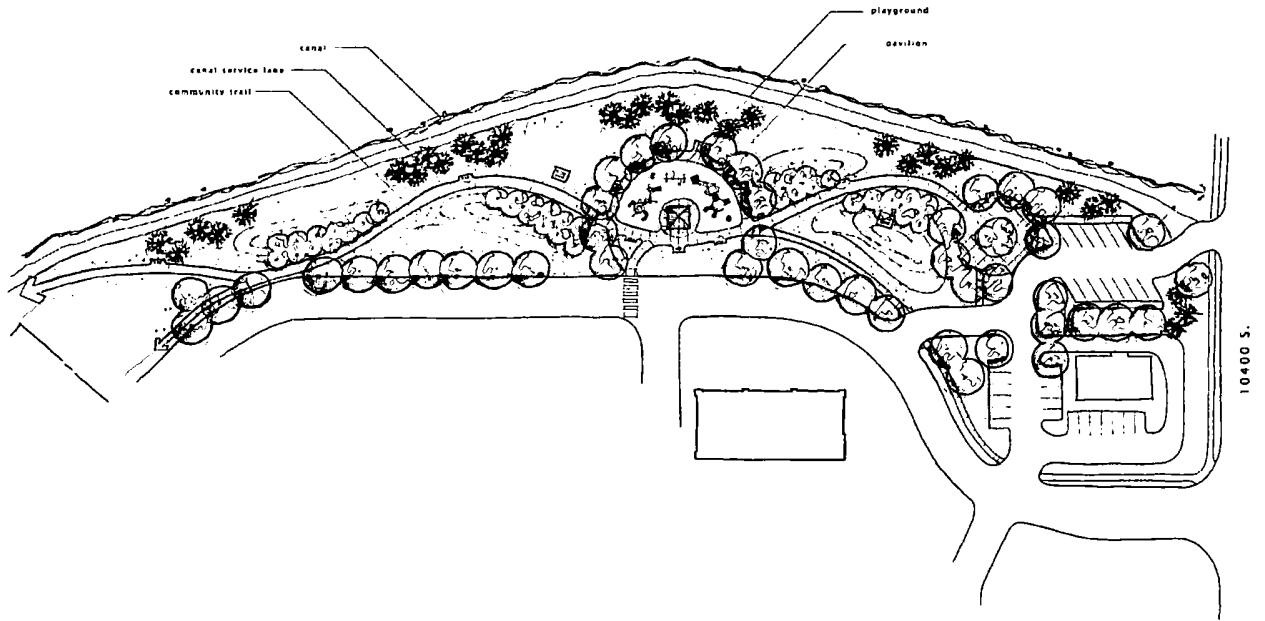


Melanie Edwards  
Notary Public

Exhibit J

IMPROVEMENT PLAN

Rushton Meadows Park



blu design development

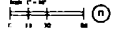


Exhibit K

WARRANTY DEED PARCEL R-M8 REZONE PARCEL 4 (GREEN)

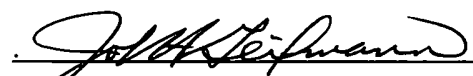
WARRANTY DEED

South Jordan City, a municipal corporation of the State of Utah located at 1600 West Towne Center Drive, South Jordan, County of Salt Lake, State of Utah, 84095, GRANTOR, hereby CONVEY(S) and WARRANTS(S) to Rushton Meadows, LLC herein referred to as GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of land in Salt Lake County, State of Utah described as follows (R-M8 REZONE PARCEL 4):

Beginning at a point on the section line said point being North 89°36'10" West 1,127.60 feet along said section line from the Center of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian running: thence South 35°58'41" East 43.47 feet; thence South 23°40'38" East 67.66 feet; thence South 20°55'38" East 157.80 feet; thence South 30°46'03" East 36.85 feet; thence South 39°52'55" East 89.63 feet; thence South 45°57'25" East 102.54 feet; thence South 41°14'29" East 112.45 feet; thence South 31°29'29" East 74.57 feet; thence South 18°25'35" East 77.04 feet; thence South 07°43'40" East 109.08 feet; thence South 83°46'51" West 60.02 feet; thence North 07°43'40" West 101.88 feet; thence North 18°25'35" West 64.55 feet; thence North 31°29'29" West 62.58 feet; thence North 41°14'29" West 104.86 feet; thence North 45°57'25" West 103.25 feet; thence North 39°52'55" West 97.59 feet; thence North 30°46'03" West 46.79 feet; thence North 20°55'38" West 161.53 feet; thence North 23°40'38" West 59.76 feet; thence North 35°58'41" West 62.59 feet; thence North 43°33'25" West 20.83 feet to a point on said section line; thence South 89°36'10" East 77.93 feet along said section line to the point of beginning.

Contains 52,677 square feet or 1.209 acres.

IN WITNESS WHEREOF, Rushton Meadows, LLC has caused this instrument to be executed by its property officers thereunto duly authorized, this 25<sup>th</sup> day of June, A.D. 2013

  
John H. Geilmann, City Manager  
City of South Jordan

State of \_\_\_\_\_ )  
:ss

County of \_\_\_\_\_ )

On the 25 day of June, 2013 personally appeared before me John H. Geilmann \_\_\_\_\_ duly sworn, did say that he is the City Manager of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Engineer acknowledged to me that the City executed the same.

  
Notary Public  
48

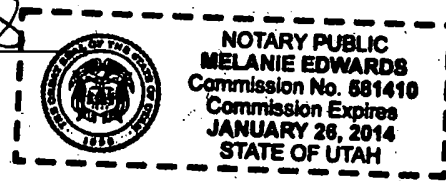






Exhibit M

LEGAL DESCRIPTION OF ROAD IMPROVEMENTS

Beginning at a point South 00°02'37" East 109.82 feet from the Southwest Corner of Albertsons 10400 South Street Subdivision, said point also being North 89°36'10" West 1324.11 feet along the section line and North 00°02'37" West 244.07 feet from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running:

thence Northwesterly 150.40 feet along the arc of a 177.50 foot radius curve to the right (center bears North 41°24'25" East and the chord bears North 24°19'06" West 145.95 feet with a central angle of 48°32'58"); thence North 00°02'37" West 355.13 feet; thence Northeasterly 150.40 feet along the arc of a 177.50 feet radius curve to the right (center bears North 89°57'23" East and the chord bears North 24°13'52" East 145.95 feet with a central angle of 48°32'58"); thence South 00°02'37" East 98.40 feet; thence Southwesterly 35.12 feet along the arc of a 122.50 feet radius curve to the left (center bears South 73°37'02" East and the chord bears South 08°10'11" West 35.00 feet with a central angle of 16°25'35"); thence South 00°02'37" East 355.13 feet; thence Southeasterly 35.12 feet along the arc of a 122.50 feet radius curve to the left (center bears North 89°57'23" East and the chord bears South 08°15'25" East 35.00 feet with a central angle of 16°25'35"); thence South 00°02'37" East 98.40 feet to the point of beginning.

Said Tract of Land Contains ~ 0.70 Acres, more or less.

Exhibit N

TEMPORARY CONSTRUCTION ACCESS EASEMENTS

Parcel # 2717153001

TEMPORARY CONSTRUCTION ACCESS EASEMENT

**THE CITY OF SOUTH JORDAN, UTAH**, a municipal corporation and political subdivision of the State of Utah, **GRANTOR**, for the consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain and convey unto **BOWLER DEVELOPMENT, GRANTEE**, its successors, assigns, lessees, licensees and agents, a temporary construction access easement being more particularly described as follows:

Beginning at a point said point being North 89°36'10" West 1,324.11 feet along the section line and North 00°02'37" West 268.01 feet from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running:

thence Northwesterly 124.82 feet along the arc of a 163.00 feet radius curve to the right (center bears North 46°04'55" East and the chord bears North 21°58'51" West 121.79 feet with a central angle of 43°52'28"); thence North 00°02'37" West 334.64 feet; thence Northwesterly 32.37 feet along the arc of a 487.00 feet radius curve to the left (center bears South 89°57'23" West and the chord bears North 01°56'51" West 32.36 feet with a central angle of 03°48'29");

thence North 03°51'06" West 178.27 feet; thence Northwesterly 17.68 feet along the arc of a 263.00 feet radius curve to the right (center bears North 86°08'54" East and the chord bears North 01°55'33" West 17.68 feet with a central angle of 03°51'06"); thence North 153.84 feet to a point on the south line of South Jordan Parkway; thence South 88°55'17" East 26.00 feet along said south line; thence South 153.35 feet; thence Southeasterly 15.93 feet along the arc of a 237.00 feet radius curve to the left (center bears East and the chord bears South 01°55'33" East 15.93 feet with a central angle of 03°51'06"); thence South 03°51'06" East 178.27 feet;


thence Southeasterly 34.10 feet along the arc of a 513.00 feet radius curve to the right (center bears South 86°08'54" West and the chord bears South 01°56'52" East 34.09 feet with a central angle of 03°48'29"); thence South 00°02'37" East 334.64 feet; thence Southeasterly 73.99 feet along the arc of a 137.00 feet radius curve to the left (center bears North 89°57'23" East and the chord bears South 15°30'57" East 73.10 feet with a central angle of 30°56'41"); thence South 00°02'37" East 42.53 feet to the point of beginning.

Said Tract of Land Contains ~ 21,232 square feet or 0.487 Acres, more or less.

The GRANTEE shall have the right to use the easement for construction access to the proposed Rushton Meadows Subdivision from South Jordan Parkway as well as perform grading work related to temporary road construction in the property of the GRANTOR described above. The GRANTEE shall have the right to clear and remove vegetation and other obstructions, bring in fill material, and construct sloped areas as necessary to construct and maintain the temporary access in the easement. This temporary construction access easement will expire and terminate on June 1, 2014.

The GRANTOR reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 25<sup>th</sup> day of June, 2013.

  
SOUTH JORDAN CITY  
A Municipal Corporation

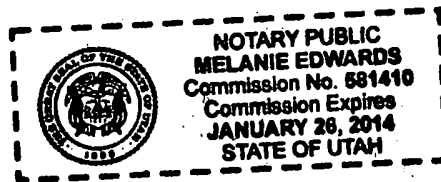
STATE OF UTAH )

:SS.

COUNTY OF SALT LAKE )

On the 25 day of June, 2013, John H. Geilmann, personally appeared before me and, on their oaths, acknowledge to me that they executed the foregoing instrument.

  
Notary Public



TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

**THE CITY OF SOUTH JORDAN, UTAH**, a municipal corporation and political subdivision of the State of Utah, **GRANTOR**, for the consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain and convey unto **BOWLER DEVELOPMENT, GRANTEE**, its successors, assigns, lessees, licensees and agents, a temporary construction and access easement being more particularly described as follows:

Beginning at a point South 00°02'37" East 109.82 feet from the Southwest Corner of Albertsons 10400 South Street Subdivision, said point also being North 89°36'10" West 1324.11 feet along the section line and North 00°02'37" West 244.07 feet from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running:

thence Northwesterly 150.40 feet along the arc of a 177.50 foot radius curve to the right (center bears North 41°24'25" East and the chord bears North 24°19'06" West 145.95 feet with a central angle of 48°32'58");  
thence North 00°02'37" West 355.13 feet; thence Northeasterly 150.40 feet along the arc of a 177.50 foot radius curve to the right (center bears North 89°57'23" East and the chord bears North 24°13'52" East 145.95 feet with a central angle of 48°32'58"); thence South 00°02'37" East 98.40 feet; thence Southwesterly 35.12 feet along the arc of a 122.50 foot radius curve to the left (center bears South 73°37'02" East and the chord bears South 08°10'11" West 35.00 feet with a central angle of 16°25'35"); thence South 00°02'37" East 355.13 feet; thence Southeasterly 35.12 feet along the arc of a 122.50 foot radius curve to the left (center bears North 89°57'23" East and the chord bears South 08°15'25" East 35.00 feet with a central angle of 16°25'35"); thence South 00°02'37" East 98.40 feet to the point of beginning.

Said Tract of Land Contains ~ 0.70 Acres, more or less.

The GRANTEE shall have the right to use the easement for construction access to the proposed Rushton Meadows Subdivision from South Jordan Parkway as well as perform grading work related to temporary road construction in the property of the GRANTOR described above. The GRANTEE shall have the right to clear and remove vegetation and other obstructions, bring in fill material, and construct sloped areas as necessary to construct and maintain improvements and access in the easement. This temporary construction access easement will expire and terminate on June 1, 2014.

The GRANTOR reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 25<sup>TH</sup> day of June, 2013.

John H. Geilmann  
SOUTH JORDAN CITY  
A Municipal Corporation

STATE OF UTAH )

:SS.

COUNTY OF SALT LAKE )

On the 25 day of June, 2013, John H. Geilmann, personally appeared before me and, on their oaths, acknowledge to me that they executed the foregoing instrument.

Melanie Edwards

Notary Public

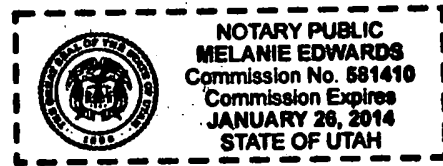


Exhibit O

TEMPORARY EMERGENCY ACCESS EASEMENT

Parcel # 2717153001

TEMPORARY EMERGENCY ACCESS EASEMENT

**THE CITY OF SOUTH JORDAN, UTAH**, a municipal corporation and political subdivision of the State of Utah, **GRANTOR**, for the consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain and convey unto **BOWLER DEVELOPMENT, GRANTEE**, its successors, assigns, lessees, licensees and agents, a temporary emergency access easement being more particularly described as follows:

Beginning at a point said point being North 89°36'10" West 1,324.11 feet along the section line and North 00°02'37" West 268.01 feet from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running:

thence Northwesterly 124.82 feet along the arc of a 163.00 feet radius curve to the right (center bears North 46°04'55" East and the chord bears North 21°58'51" West 121.79 feet with a central angle of 43°52'28"); thence North 00°02'37" West 334.64 feet; thence Northwesterly 32.37 feet along the arc of a 487.00 feet radius curve to the left (center bears South 89°57'23" West and the chord bears North 01°56'51" West 32.36 feet with a central angle of 03°48'29");

thence North 03°51'06" West 178.27 feet; thence Northwesterly 17.68 feet along the arc of a 263.00 feet radius curve to the right (center bears North 86°08'54" East and the chord bears North 01°55'33" West 17.68 feet with a central angle of 03°51'06"); thence North 153.84 feet to a point on the south line of South Jordan Parkway; thence South 88°55'17" East 26.00 feet along said south line; thence South 153.35 feet; thence Southeasterly 15.93 feet along the arc of a 237.00 feet radius curve to the left (center bears East and the chord bears South 01°55'33" East 15.93 feet with a central angle of 03°51'06"); thence South 03°51'06" East 178.27 feet;

thence Southeasterly 34.10 feet along the arc of a 513.00 feet radius curve to the right (center bears South 86°08'54" West and the chord bears South 01°56'52" East 34.09 feet with a central angle of 03°48'29"); thence South 00°02'37" East 334.64 feet; thence Southeasterly 73.99 feet along the arc of a 137.00 feet radius curve to the left (center bears North 89°57'23" East and the chord bears South 15°30'57" East 73.10 feet with a central angle of 30°56'41"); thence South 00°02'37" East 42.53 feet to the point of beginning.

Said Tract of Land Contains ~ 21,232 square feet or 0.487 Acres, more or less.

The GRANTEE shall have the right to use the easement for emergency access to the proposed Rushton Meadows Subdivision from South Jordan Parkway on the property of the GRANTOR described above. This easement shall expire and terminate once Harvest Point Drive is connected to South Jordan Parkway through an existing access, which is directly across from Whispering Sands Drive (3775 West) on the north side of South Jordan Parkway or by November 1<sup>st</sup>, 2014 whichever comes first.

The GRANTOR reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 25<sup>th</sup> day of June, 2013.

John H. Geilmann

SOUTH JORDAN CITY

A Municipal Corporation

STATE OF UTAH )

:SS.

COUNTY OF SALT LAKE )

On the 25 day of June, 2013, John H. Geilmann, personally appeared before me and, on their oaths, acknowledge to me that they executed the foregoing instrument.

Melanie Edwards

Notary Public

