

After recording, please send to:

Bluffdale City
Attn: City Recorder
2222 West 14400 South
Bluffdale, Utah 84065

13909891 B: 11316 P: 1988 Total Pages: 35
03/11/2022 03:35 PM By: ndarmiento Fees: \$0.00
AGREE - AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BLUFFDALE CITY
2222 W 14400 SBLUFFDALE, UT 84065



Affected Parcel No(s): 33043260040000 and 33043260020000

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is between Bluffdale City, a Utah municipal corporation (“City”) and D&H Stewart Family Holdings, LLC, a Utah corporation (“Applicant”).

RECITALS

WHEREAS, Applicant has rights to certain real property identified as Salt Lake County Assessor Parcel Number(s): 33043260040000 and 33043260020000, which is specifically described in attached **Exhibit A** (the “Property”); and

WHEREAS, the Property is subject to the planning and land use ordinances of Bluffdale City and is approximately located at 13855 South 2950 West, Bluffdale, Utah; and

WHEREAS, the Property is currently zoned R-1-43 with a future land-use designation of very low density residential; and

WHEREAS, Applicant desires to develop and use the Property in accordance with the concept plan shown in **Exhibit B** (the “Concept Plan”); and

WHEREAS, in furtherance of Applicant’s desire to develop and use the Property, Applicant has requested that the Property be rezoned to the general commercial zone (GC-1 Zone, attached as **Exhibit C**); and

WHEREAS, Applicant has requested a development agreement concurrently with its request for rezone; and

WHEREAS, the Bluffdale City Council (the “City Council”), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the Bluffdale City Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development.

the Property pursuant to the terms contained herein and the underlying rezone regulations; and

WHEREAS, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. 2022-07, a copy of which is attached as **Exhibit D**; and

WHEREAS, City and Applicant acknowledge that the terms of this Agreement shall be enforceable and the rights of the Applicant relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the rezone request for the Property.

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

TERMS

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

2. **Enforceability.** City and Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, rezones the Property.

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

4. **Conflicting Terms.** The Property shall be used and developed in accordance with the requirements and benefits of this Agreement and the GC-1 Zone as of the Effective Date. If there is a discrepancy between the requirements of City Code, including the GC-1 Zone, and this Agreement, this Agreement shall control.

5. **Applicant Obligations.**

A. **Concept Plan.** Applicant shall develop and use the Property in accordance with the Concept Plan shown in Exhibit B. The Concept Plan has been developed at a level to indicate project intent but has not been thoroughly reviewed against all applicable City Codes. Where not specifically modified by this Agreement, City Code shall control to administer land use approvals.

B. Uses. The Developer shall have the following permitted uses:

Proposed Uses	GC-1
Bank or financial institution	P
Business services	P
Funeral home	P
Medical service/urgent care clinic	P
Museum	P
Office, general	P
Parks	P
Personal instruction service	P
Personal service establishment	P
Preschool/daycare center	P
Reception center	P
Recreation and entertainment (indoor)	P
Repair service (indoors)	P
Research and development laboratories	P
Retail, general	P
Schools	P
Trade or technical schools	P
Veterinary service	P

C. Hours of Operation: External activities which may result in excessive noise (including deliveries, cleanup and other activities) may only be conducted within the hours of six o'clock (6:00) A.M. to ten o'clock (10:00) P.M., local time.

D. Property or Road Reimbursement. If Applicant sells or dedicates any property to City, City shall, without any obligation to purchase said property, only be charged a maximum price of \$6.50 a square foot.

E. Compliance with City Code Zone. The Property will comply with the GC-1 Zone (included in Exhibit C), except where requirements are modified by this Agreement.

i. Specific Design Standards for 2950 West. When the most current version of the GC-1 zone was adopted, land along 2950 West was zoned residential and not addressed in the existing GC-1 zone text. For the purposes of this agreement, compliance with the architectural and

design requirements – including specific material requirements - found in BCC§11.30.020.130 (other requirements) shall adhere to the requirements for buildings fronting on 2700 West within the GC-1 zone.

6. **Minor Changes.** Minor changes to the development plan shall be consistent with the approved Concept Plan and shall be addressed during site plan review by the Land Use Authority.

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

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

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

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

9. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of 20 years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

Construction shall be completed within five (5) years of the Effective Date.

10. **General Provisions.**

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

If to City: Bluffdale City
 Attn: City Recorder
 2222 West 14400 South
 Bluffdale, Utah 84065

If to Applicant: Kaskade Homes, LLC
 13775 S. 78 W. Ste. 01
 Draper, UT 84020

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

C. 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.

D. 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.

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Applicant 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. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to City that by entering into this Agreement Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

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

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

H. 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 Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

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

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

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

and court costs.

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

M. No Third-Party Rights. The provisions of this Agreement are intended to bind the parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third-party beneficiary of any of the provisions of this Agreement.

N. Assignment. Applicant may assign or transfer this Agreement upon giving City written notice of the assignment. The notice must contain an acknowledgment from the assignee stating that it was abide by the terms of this Agreement.

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

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

BLUFFDALE CITY

Approved as to form:

Signature: _____

By: _____

Its: _____

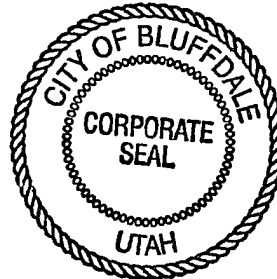
Date: _____

State of Utah)

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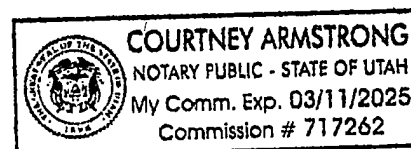
County of Salt Lake)

Office of the City Attorney



On this 11th day of February, 20 22., personally appeared before me Natalie Hall (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of the City of Bluffdale and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws or by Resolution, and said Natalie Hall (name of document signer) acknowledged to me that said Corporation executed the same.

Courtney Armstrong
Notary Public



APPLICANT

Signature: _____

By: _____

Its: _____

Date: _____

State of Utah)

:SS

County of Utah)

On this 8 day of March, 2022., personally appeared before me Dan Stewart (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of D&H Stewart Family Holdings, a Utah limited liability company, the Manager of _____, a Utah limited liability company, and that said document was signed by him/her in behalf of said limited liability company by authority of its Operating Agreement or by Resolution, and said Dan Stewart (name of document signer) acknowledged to me that said limited liability company executed the same.



Notary Public

EXHIBIT A

(Legal Description for the Property)

Parcel 33-04-3260020000 Legal description:

BEG N 89°51' W 993.19 FT & S 0°01'21" W 91.26 FT FR CEN SEC 4, T 4S, R 1W, SLM; S 0°01'21" W 572 FT M OR L; N 89°52'22" W 263.16 FT M OR L; N 0°01'51" E 620.41 FT M OR L; S 79°27'01" E 267.57 FT M OR L TO BEG. 3.6 AC M OR L. 8091-1657

Parcel 33043260040000 Legal description:

BEG N 89°51' W 993.19 FT & S 0°01'21" W 663.26 FT FR CEN SEC4, T 4S, R 1W, SLM; S 0°01'21" W 331.61 FT M OR L; N 89°53'03" W 263.21 FT M OR L; N 0°01'51" E 331.67 FT M OR L; S 89°52'22" E 263.16 FT M OR L TO BEG. 1.99 AC M OR L. 5274-15,17 7718-1433 8091-1657

EXHIBIT B
(Concept Plan)



Kaskade Homes
13775 S. 78 W.
Draper, UT 84020
12/02/2021

Bluffdale City
Planning and Zoning
2222 W 14400 S.
Bluffdale City, UT 84065

To whom it may concern:

This letter is written as an explanation to the application for the Development Agreement Application regarding 5.59 acres located at 13855 S. 2950 W. in Bluffdale City, UT 84065. These 5.59 acres are broken into (2) separate parcels: 33-04-326-002-0000 (3.6 acres – North parcel) and 33-04-326-004-0000 (1.99 acres – South parcel) We proposed to change the current R-1-43 zoning to GC-1. This zone change would allow for the development of (2) commercial buildings that would be the primary office space for several well-known and reputable companies.

3.6 acres to the North - Alpine Home Medical.

This two-story office building would span an approximate footprint of 25,000 -35,000 SF for a total of 50,000-70,000 usable SF. In addition to the pleasing aesthetics of the building itself, Alpine Home Medical would offer many jobs along with many services and products beneficial to the local community.

1.99 acres to the South – Lucca Design, Kaskade Homes, Tri-City Construction

This two-story building would span an approximate footprint of 10,000 – 13,000 SF for a total of 20,000 – 26,000 usable SF. Lucca Design's portion of the office would act as a retail storefront for interior design services and the sale of home furnishings Tri-City Construction and Kaskade Homes would utilize the building for general office space as well as a design center for customers.

Both office buildings will contain storage space *within* the core of the building for various products. Overhead doors to access this storage will be constructed out of visually pleasing materials to uphold design requirements outlined in Section 11.90.020 of Bluffdale City Code.

With the expansion of the GC-1 Zone further to the west with the construction of 13900 S. (future public road) off 2700 West, we feel that this change from R-1-43 to GC-1 is consistent

Bluffdale City

12/02/2021

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with bordering properties and would be a great addition to the community and the surrounding area. With the planned expansion of Bangerter Highway & 2700 W. to a freeway-style over/underpass, traffic flow and vehicle speeds will increase. With these increases will come additional noise, making this area less desirable for residential building. These offices would act as a fantastic buffer not only between commercial and residential zones, but also between Bangerter Highway and the residential areas to the west. These buildings would keep noise levels to a minimum and protect the value of the homes in the area.

The proposed site plan, parking, and design requirements along with lot regulations shown in the attached renderings are all in accordance with the GC-1 Zone rules and regulations. We fully intend to adhere to the requirements outlined in the Development Agreement.

If you have any questions or would like any additional information, please feel free to contact me at any time using the contact info below.

Sincerely,



Tod Kirton

Project Manager

385-277-5870

tod@kaskadehomes.com

Attached: Concept for property & Legal descriptions

Parcel 33-04-3260020000 Legal description:

BEG N 89°51' W 993.19 FT & S 0°01'21" W 91.26 FT FR CEN SEC 4, T 4S, R 1W, SLM; S 0°01'21" W 572 FT M OR L; N 89°52'22" W 263.16 FT M OR L; N 0°01'51" E 620.41 FT M OR L; S 79°27'01" E 267.57 FT M OR L TO BEG. 3.6 AC M OR L. 8091-1657

Parcel 33043260040000 Legal description:

BEG N 89°51' W 993.19 FT & S 0°01'21" W 663.26 FT FR CEN SEC4, T 4S, R 1W, SLM; S 0°01'21" W 331.61 FT M OR L; N 89°53'03" W 263.21 FT M OR L; N 0°01'51" E 331.67 FT M OR L; S 89°52'22" E 263.16 FT M OR L TO BEG. 1.99 AC M OR L. 5274-15,17 7718-1433 8091-1657

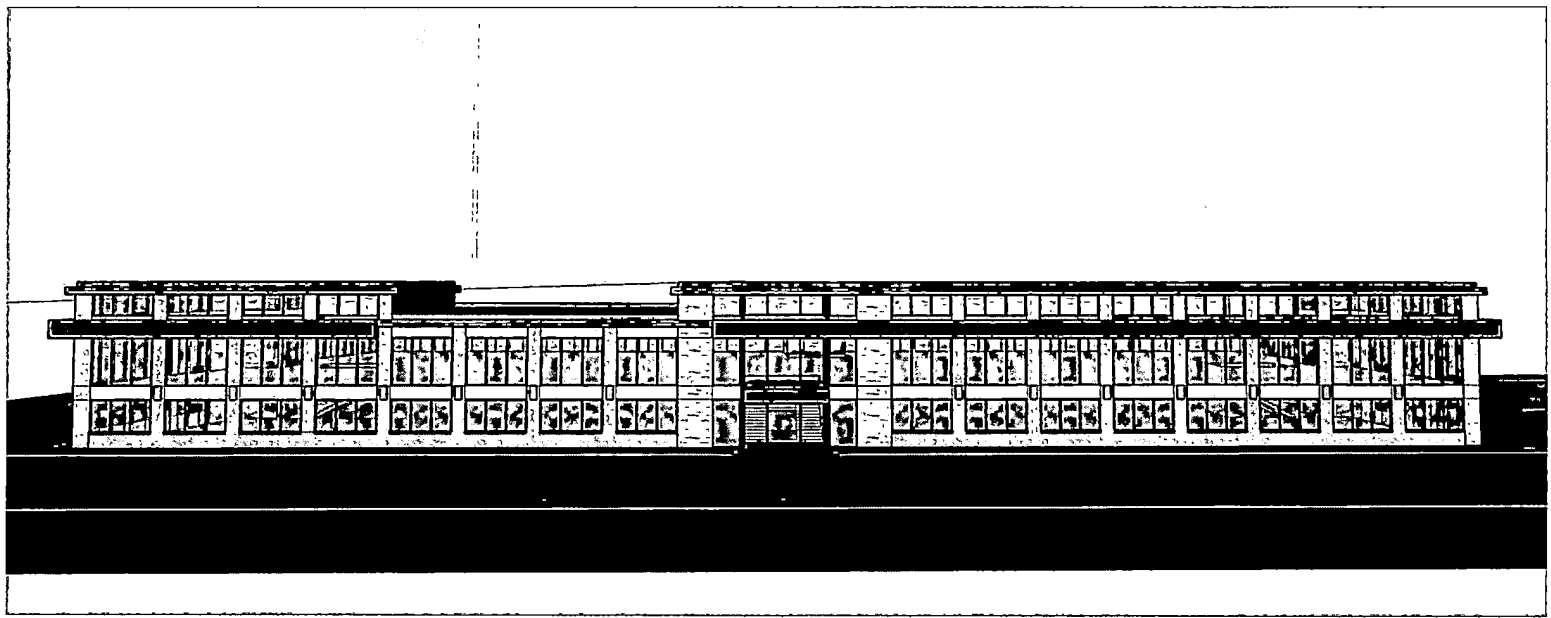
South Building- West Elevation

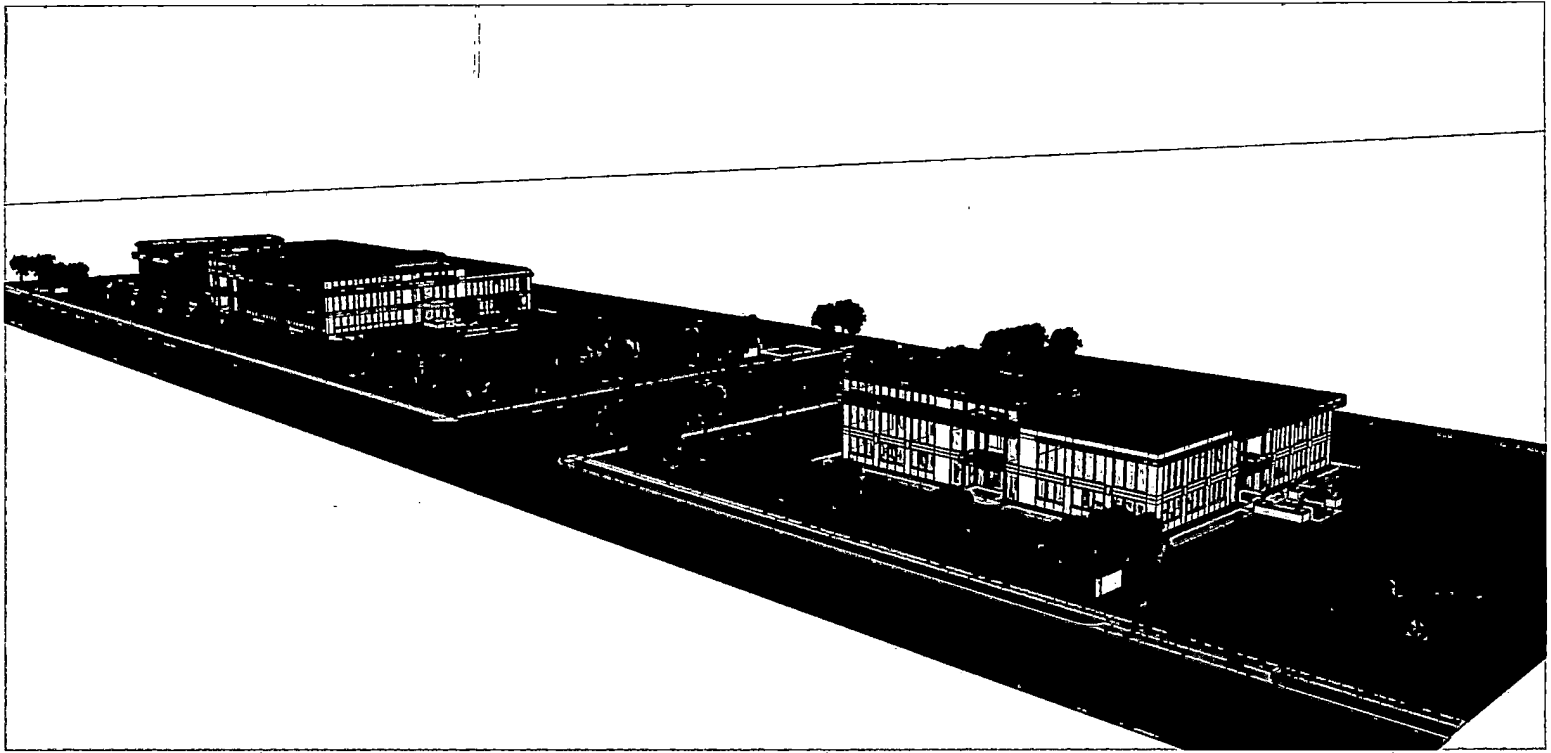


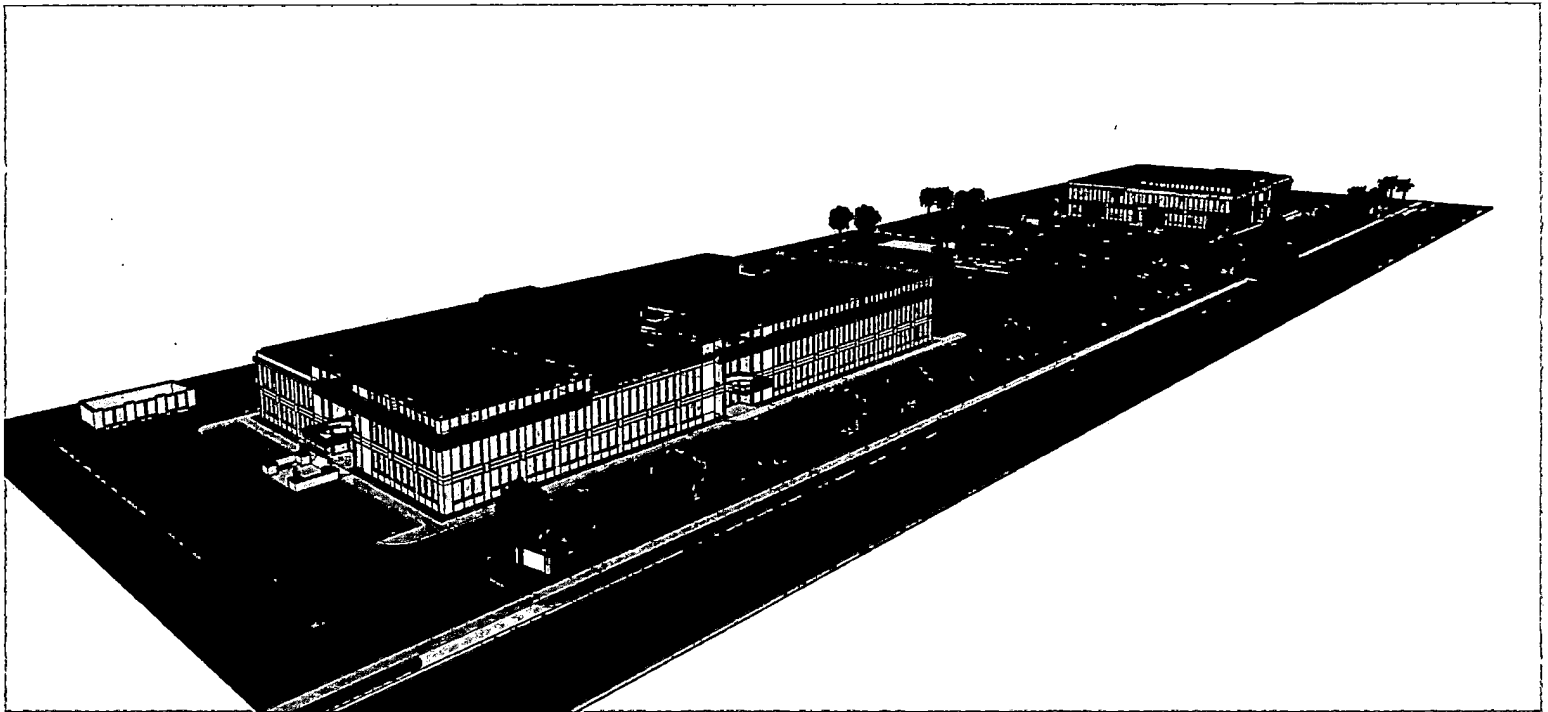
South Building- East Elevation

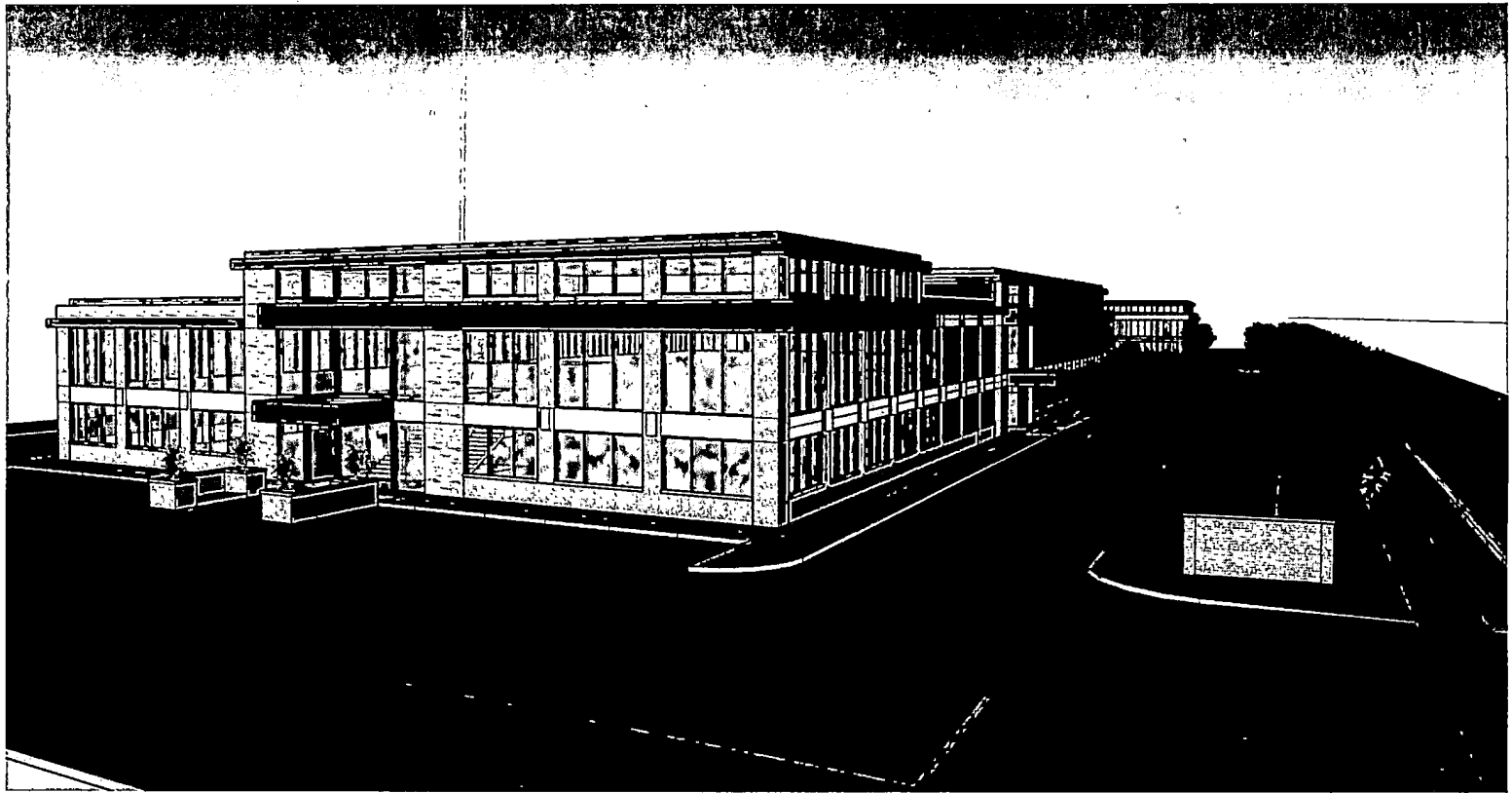


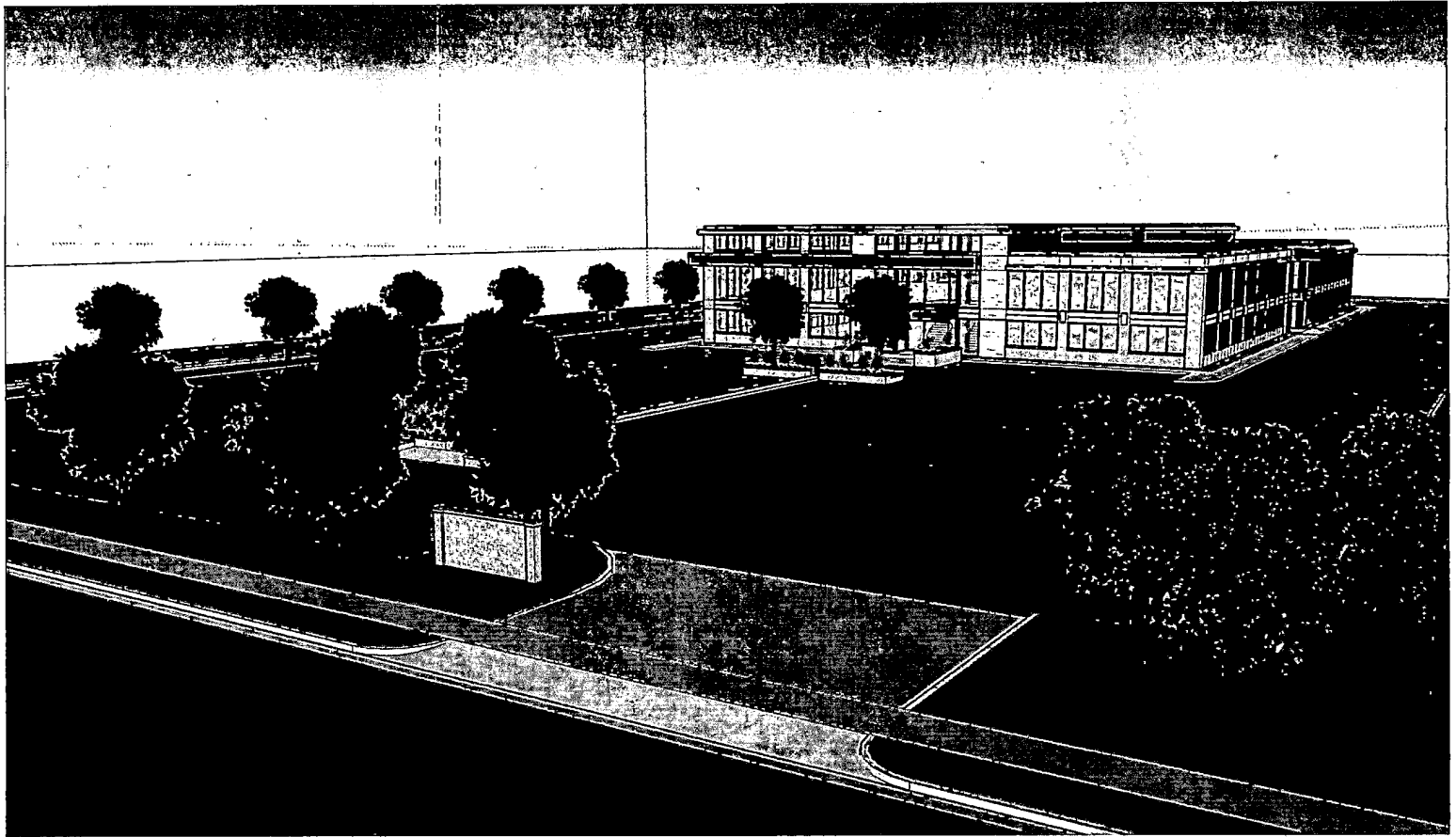
North Building- West Elevation

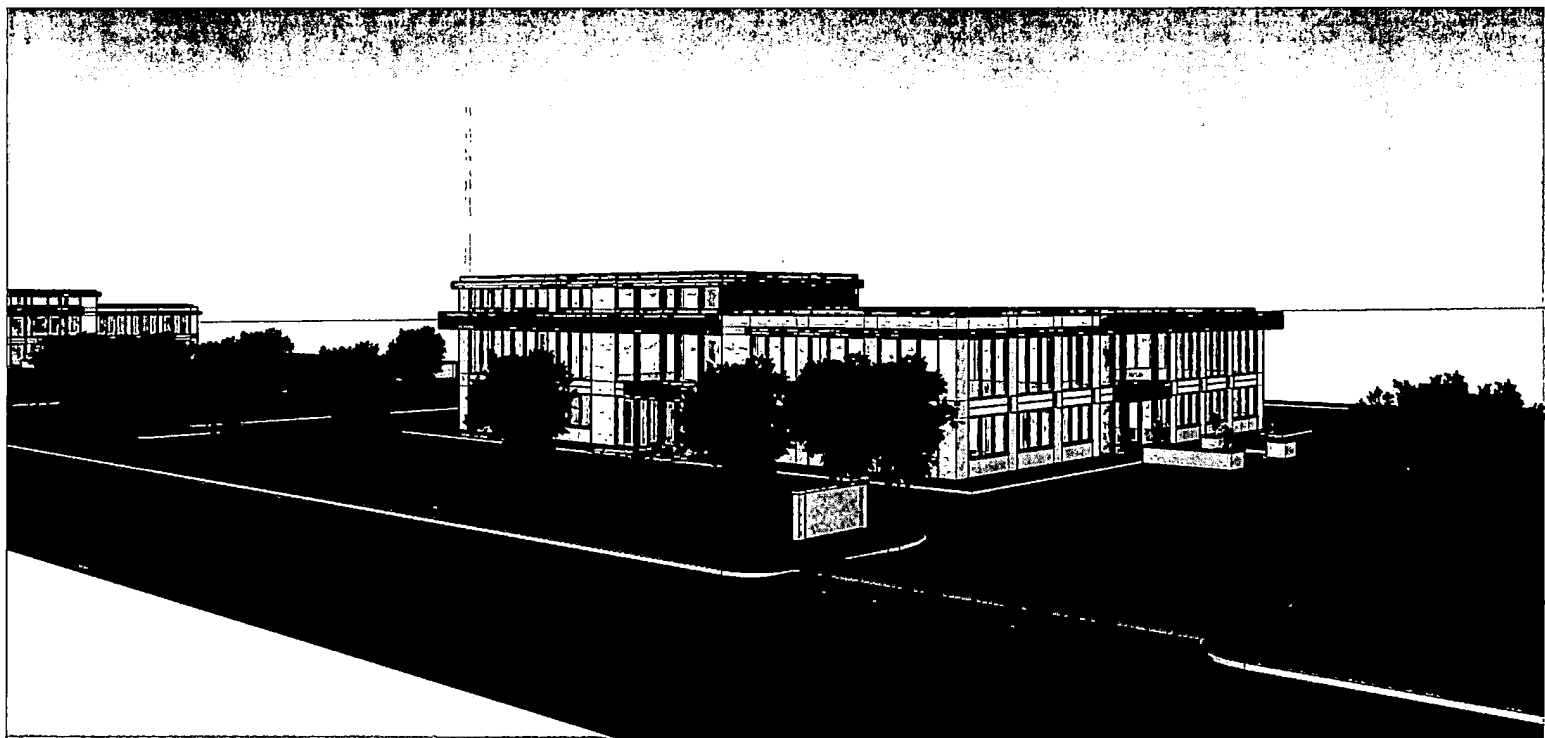














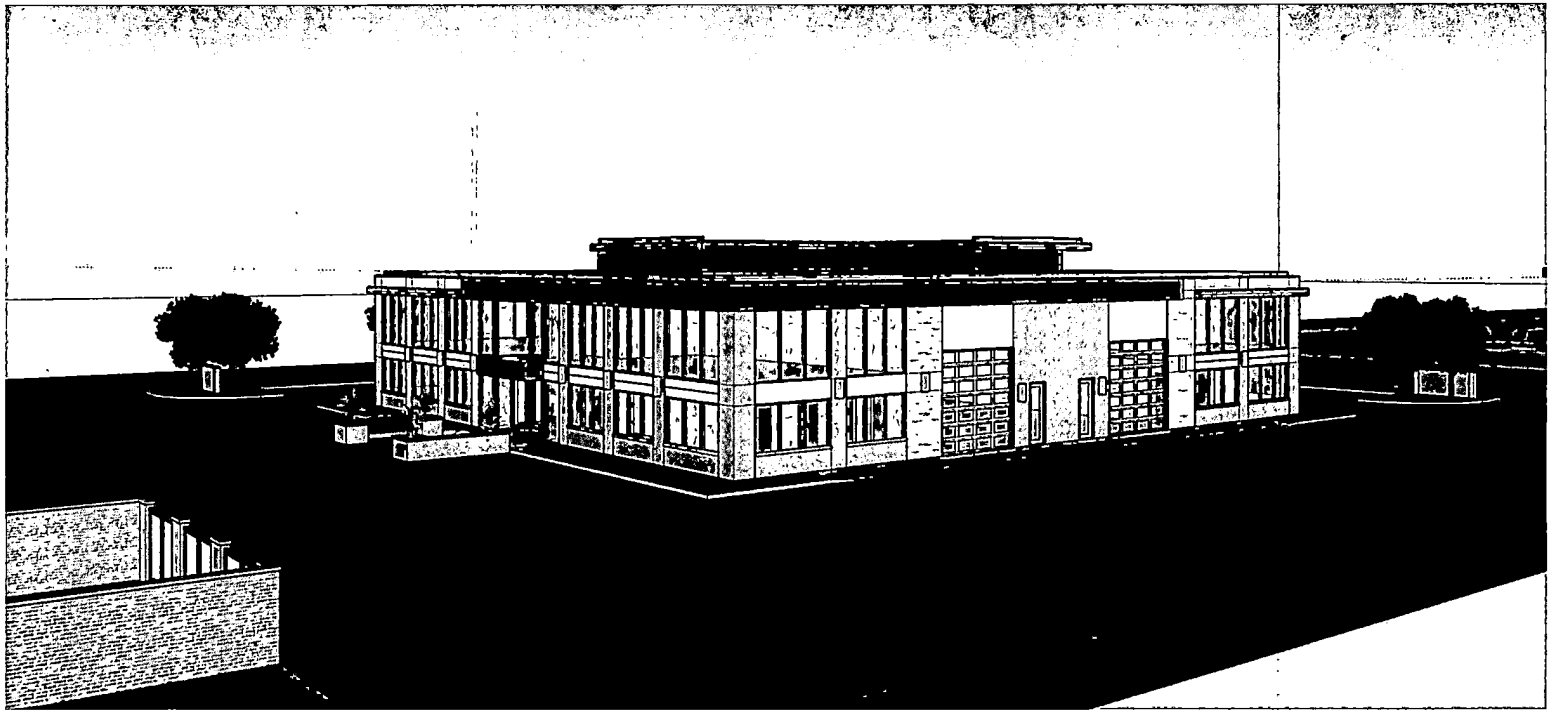


EXHIBIT C

(GC-1 Zone)

11.90.020 GC-1 GENERAL COMMERCIAL ZONE**11.90.020.010 Purpose And Zone Characteristics****11.90.020.020 Permitted, Conditional And Accessory Uses****11.90.020.030 Lot Area****11.90.020.040 Lot Width****11.90.020.050 Lot Frontage****11.90.020.060 Setback And Build-To Requirements****11.90.020.070 Projections Into Setbacks****11.90.020.080 Building Height Requirements****11.90.020.090 Distance Between Buildings****11.90.020.100 Permissible Lot Coverage****11.90.020.110 Parking, Loading And Access****11.90.020.120 Site Plan Approval Required****11.90.020.130 Other Requirements****11.90.020.010 Purpose And Zone Characteristics**

The GC-1 general commercial zone is established to provide areas within the city where general retail and service issues can be established. The zone allows for a variety of commercial and retail uses and limited residential uses. Rezoning to the GC-1 zone should be carefully reviewed to ensure protection of the existing zone and business district. (Ord. 10-24-00-1, 10-24-2000)

11.90.020.020 Permitted, Conditional And Accessory Uses

- A. Permitted And Conditional Uses: Permitted and conditional uses allowed within the GC-1 zone are set forth in section 11-35-2 of this title.
- B. Accessory Uses: Accessory uses allowed within the GC-1 zone are set forth in section 11-35-2 of this title. Any accessory use must be clearly incidental to a permitted or conditional use of the property. Accessory uses shall not be allowed on a lot or parcel without the establishment of an approved permitted or conditional use. (Ord. 2014-18, 12-17-2014)

11.90.020.030 Lot Area

There is no minimum lot area requirements in the GC-1 zone. (Ord. 10-24-00-1, 10-24-2000)

11.90.020.040 Lot Width

There shall be no minimum width requirement in the GC-1 zone. (Ord. 10-24-00-1, 10-24-2000)

HISTORY

Amended by Ord. 2021-06 on 5/26/2021

11.90.020.050 Lot Frontage

There shall be no minimum frontage requirement in the GC-1 zone. (Ord. 10-24-00-1, 10-24-2000)

HISTORY

Amended by Ord. 2021-06 on 5/26/2021

11.90.020.060 Setback And Build-To Requirements

The following minimum setback and build-to requirements shall apply in the GC-1 zone. Each setback is measured from the property line of the lot or parcel.

A. Front Setback: Each lot or parcel in the GC-1 zone shall have a minimum front setback of ten feet (10').

B. Side Setback; Corner Lot; Driveway Access; Accessory Buildings:

1. There is no side setback in the GC-1 zone; provided, that each building satisfies the building code in effect at the time of approval and issuance of a certificate of occupancy, except those structures constructed adjacent to residentially zoned areas. The side setback for structures constructed adjacent to residentially zoned areas shall be a minimum of twenty feet (20') unless approved in accordance with section 11-16-24 of this title.
2. Each corner lot or parcel in the GC-1 Zone shall have a minimum setback on all areas of road frontage of twenty feet (20').
3. Each side setback, when used for access to a garage, carport or parking area shall have a minimum setback of twenty feet (20') and shall be hard surfaced.
4. The side setback for any permitted accessory building shall have a minimum side setback of fifteen feet (15'). (Ord. 2014-04, 2-25-2014)

C. Rear Setback; Accessory Buildings:

1. Each lot or parcel in the GC-1 Zone shall have a minimum rear setback of twenty feet (20') unless it can be clearly demonstrated that a structure could be placed nearer the property line without causing a negative impact on adjacent property owners.
2. An accessory building may be located within fifteen feet (15') of the rear property line. (Ord. 10-24-00-1, 10-24-2000)

HISTORY

Amended by Ord. 2021-06 on 5/26/2021

11.90.020.070 Projections Into Setbacks

A. Permitted: The following structures may be erected on or projected into any required setback:

1. Fences and walls in conformance with all applicable City ordinances and resolutions.
2. Appropriate landscaping.
3. Necessary appurtenances for utility service.

B. Setback Areas: The following structures may be erected on or projected into any required front or rear setback not more than four feet (4'), and into a side setback not more than two feet (2'):

1. Cornices, eaves, sills, buttresses or other similar architectural features.
2. Awnings, decks and planter boxes.

C. No projections are allowed into a required land use buffer. (Ord. 10-24-00-1, 10-24-2000)

HISTORY

Amended by Ord. 2021-06 on 5/26/2021

11.90.020.080 Building Height Requirements

A primary building or structure may not exceed thirty five feet (35') in height, nor be lower than ten feet (10') in height. (Ord. 10-24-00-1, 10-24-2000)

HISTORY

Amended by Ord. 2021-06 on 5/26/2021

11.90.020.090 Distance Between Buildings

The distance between any building or structure shall satisfy the requirements of the Building Code in place at the time of approval and certificate of occupancy. This is in no way meant to eliminate the use of zero lot line development. (Ord. 10-24-00-1, 10-24-2000)

11.90.020.100 Permissible Lot Coverage

The sum total of all buildings, structures and parking on any parcel in the GC-1 Zone shall not be greater than eighty percent (80%) of the total area of the parcel unless greater coverage is approved in accordance with section 11-16-24 of this title. (Ord. 2014-04, 2-25-2014)

11.90.020.110 Parking, Loading And Access

- A. Requirements: Each project in the GC-1 Zone shall satisfy the off street parking requirements found in chapter 12 of this title. The spaces shall be hard surfaced with asphalt or concrete and be accessed from a public road by a hard surfaced, composed of asphalt or concrete, drive approach.
- B. Loading And Unloading Area: Loading and unloading areas shall be located in an area that can be secured from public access. Further, loading and unloading shall not occur on a public street. (Ord. 10-24-00-1, 10-24-2000)

11.90.020.120 Site Plan Approval Required

- A. Any request for site plan approval in the GC-1 Zone is subject to all applicable City codes and adopted standards. (Ord. 10-24-00-1, 10-24-2000)

HISTORY

Amended by Ord. 2021-06 on 5/26/2021

Amended by Ord. 2021-06 on 5/26/2021

11.90.020.130 Other Requirements

The following additional requirements apply to development in the GC-1 zone:

- A. Landscaping: Each lot or parcel shall be completely landscaped, except those areas used for buildings or parking. A minimum of twenty percent (20%) of the total area of the lot or parcel shall be landscaped. Individual lots or parcels located in a development consisting of a landscaped common area may contain less than twenty percent (20%) landscaping so long as twenty percent (20%) of the total developed project area is landscaped at any time during the phasing of development pursuant to an approved phasing plan. All landscaping shall comply with the landscaping and design requirements in section 11.150.050 of this title. (Ord. 2015-04, 4-22-2015)
- B. Trash, Junk And Other Debris: No trash, used materials, stored construction materials, excess inventory, unsightly storage of any kind, or non-licensed or abandoned vehicles shall be stored in an open area. All such materials shall be enclosed in a building.
- C.
 - 1. Buildings fronting directly on 2700 West, 14000 South, and Redwood Road - including corner lots - shall not exceed 25 feet in height. Ornamental features, such as decorative roof elements, arches, or entry features may be allowed up to 30 feet in height in these areas.

- a. Second stories may be allowed - up to the maximum height allowed in the zone - when the second story is developed into office space, general retail, or restaurant use as a full story.
2. Buildings on parcels which do not have any frontage on 2700 West, 14000 South, and Redwood Road may utilize the full maximum height allowance in the GC-1 zone.
3. The maximum building size for buildings directly fronting along 2700 West, 14000 South, and Redwood Road is 20,000 square feet, except that single user retail buildings, which are not subdivided into smaller condominium units or leasable spaces, such as stand-alone grocery stores, pharmacies, hardware stores, clothing stores, or substantially similar single user retail buildings, may be allowed up to 40,000 square feet.
4. In addition to City design requirements for windows, transparency and glazing found in Chapter 11.150 of the BCC, primary building elevations along 2700 West, 14000 South, 13900 South, and Redwood Road shall have a minimum of forty percent (40%) transparency or window glazing within the first nine (9) feet of the structure; above that, the remaining facade area shall have a minimum of 15% windows or glazing. Other facades in the GC-1 zone shall have a minimum fifteen percent (15%) window requirement, which can include the use of clerestory windows where high ceilings exist. Mirrored glass shall not be allowed on the ground floor. Spandrel glass or faux windows may be utilized to meet this requirement where not feasible due to building structural design limitations to be transparent. Where spandrel glass or faux windows are not feasible due to architectural or structural limitations, an applicant may apply for a deviation from strict compliance pursuant to BCC 11.150.060(E).
 - a. Glass garage doors, including opaque glass, may be used to calculate and qualify for this requirement.
 - b. Where a facade is not visible from any public street or highway, based on a site specific visual analysis of before and post construction conditions, submitted by the applicant and reviewed by Staff, no minimum window percentage is required. However, provision of natural light into the building is strongly encouraged.
5. The term brick, when used in this Title and Chapter, is as defined as brick in 11.20 of the BCC, which is a kiln-fired product. Brick shall not be painted.
6. Brick shall be utilized as a primary visible exterior material in building construction which fronts 2700 West and Redwood Road and the street sides of corner lots on 13900 South, 14000 South, and Porter Rockwell Boulevard. Brick or thin brick veneers applied may qualify, and shall be constructed with a minimum of fifty percent (50%) brick on each street facing façade in these areas, including canopy supports for gas station pump islands. Windows shall be excluded from the calculation of exterior building material requirements. Manufactured (not kiln-fired), Nichiha patterned brick composite material, or imprinted dry-vit, eifs, or similar stucco type, patterned or stenciled as brick do not meet the definition of brick.
7. Along 14000 South, on buildings which are not located on corner lots on 2700 West, and in other areas and facades within the GC-1 zone not specifically identified in this section, brick materials shall make up a minimum of 25% of each facade. Brick shall be utilized as wainscot, window lintels and sills, quoins, columns, decorative features, and/or emphasizing building entrances.
 - a. When utilized as an exterior material, concrete masonry units (CMU) must be colored and feature decorative or architectural finishes such as honed, scored, offset, split faced, or exposed aggregate. Gray CMU block is not an acceptable

- finished material and shall not be permitted on any finished building elevation with the exception of minimal foundation exposure. CMU shall not be painted.
- b. When CMU is utilized as the primary exterior material, brick may be reduced to a secondary material required to be placed on 10% of the exterior surfaces of the facades.
 - c. Pre-engineered metal buildings shall meet all general design requirements found in section 11.150 of this Title along with all requirements of this section in the GC-1 zone.
 - d. Where a facade is not visible from any public street or highway, based on a site specific visual analysis of before and post construction conditions, submitted by the applicant and reviewed by Staff, no minimum brick percentage is required on that facade.
8. Additional secondary building materials may include: brick, stone, fiber/cement composite siding, architectural metal panels with reveals, CMU, exposed and patterned concrete, wood or similar material in composition and of a complementary hue and shade to the brick. A maximum of two (2) accent colors may be allowed for secondary materials. Stucco/EIFS/Dry-Vit type systems may be used to accent building design and for wall signage areas in a percentage not to exceed 10% of any one building façade.
 9. Primary color tones shall be complimentary in hue and shade to the brick or CMU included in the primary or secondary façade material and shall generally be subtle, subdued, low reflectance, neutral, or earth tones. White is not allowed as a primary building color.
 10. Brick, rock, CMU, and stone elements of a building shall not be painted to create compliance with the color palette of the site.
 11. Four-sided architectural design is required. The design of a building shall be considered on all sides of the building with each facade being required to meet the terms of this section and Title.
 12. Overhead and garage doors, truck bays, loading areas, and truck bays shall not face 2700 West, 13900 South, 14000 South, Redwood Road, Porter Rockwell Boulevard, or Bangerter Highway and shall have architectural treatment or painting which includes colors complimentary to the building design (not white) and which include glass and windows. Overhead and garage doors and truck bays shall be substantially screened from view from public streets and adjacent residential areas through the use of architectural concrete block walls, concrete panel walls, sight obscuring landscaped berms, and enhanced landscaping materials and plant types, such as clustered plantings, additional evergreen trees, and installation of materials of larger stature.
 13. Architectural variations and relief in building walls and rooflines is required every 50 feet. Variations should imply an undulation in wall surface or additional architectural elements that break up the large surface into smaller sections.
 14. Buildings shall have a pronounced relationship to the public street and any public spaces.
 15. Building entrances shall orient toward the streets and shall be accessed from a public sidewalk. Where a public sidewalk is not adjacent, the site plan shall clearly delineate a safe pedestrian walkway from the closest public sidewalk to the building entrance. The entrance shall be designed to be clearly visible, and functional.
 16. Building Placement: Building placement is integral to the site design and the overall effect any development has on surrounding properties. Building placement shall be carefully considered as part of the overall development review.

- a. All buildings shall be located with the main facade facing the principal street to which it has frontage, except that tandem buildings with an internal street layout and parking may be constructed perpendicular to 2700 West. In this case, the building facade on 2700 West and the internal street shall be considered primary facades.
 - b. Buildings located on corner lots shall orient main facades to each street and give architectural treatment to each consistent with this Chapter.
 - c. Buildings located on corner lots should include a prominent architectural feature of greater height or emphasis at the corner where the two (2) public streets meet.
 - d. Buildings should be located as close to the front property line as possible considering site, use, parking, landscaping requirements, and other constraints or requirements.
 - e. Main entrances shall be oriented toward the street rather than parking where feasible.
17. The following are encouraged brick features for all commercial buildings identified in this section:
- a. Decorative brick quoins
 - b. Brick columns
 - c. Brick accent walls or wainscot
18. Design shall encourage comfortable and safe pedestrian use, including landscaping, seating areas, walkways, and lighting.
19. Street trees with an emphasis on deciduous shade providing species, rather than ornamental, shall be placed in all parkstrips by developer in spacing recommended for the individual species. Where parkstrips do not exist, shade tree species shall be placed as close to the sidewalk as practicable to provide a street tree appearance.
20. Lighting should be designed to minimize the number of poles used within the parking area with preferred methods being building mounted lights or bollard type lighting. Pedestrian pathways shall be illuminated using bollard lighting, when lit separately from other approved site or building lighting.
21. Outdoor amenities are required for every development on a site with a combined building floor area totaling thirty thousand (30,000) square feet or greater. Outdoor amenities, which can be designed within required landscaping plans are designed for employees and customers. Amenities shall at least create outside seating areas, and may include plazas or other focal points that are inviting to site patrons. These amenities shall be located near focal points and areas where employees may congregate within the development where they will be convenient and comfortable for users.
- Design Guidelines for Community Gateways:** In addition to the general design guidelines for all site plans and buildings found in Chapter 11.150 of the BCC, the following additional requirements apply to all GC-1 zoned properties located adjacent to 2700 West, 13900 S, 14000 South, and Redwood Road as follows:
- D. Large Buildings: Any building larger than forty thousand (40,000) square feet in the GC-1 Zone shall be designed to have main entrances on at least two (2) prominently visible sides of the building, preferably front and back.
- E. Pollution: No dust, odor, smoke, vibration, intermittent light, glare or noise shall be emitted which

is discernible beyond the premises, except for normal traffic movements. (Ord. 10-24-00-1, 10-24-2000)

HISTORY

Amended by Ord. 2021-06 on 5/26/2021

EXHIBIT D

(Resolution No. 2022-07 - To Be Inserted Once Executed)

RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF PROPERTY LOCATED AT APPROXIMATELY 13855 AND 13937 SOUTH 2950 WEST

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

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

WHEREAS, the Developer, D&H Stewart Family Holdings LLC, desires to enter into an agreement for the purpose of developing and changing the zoning designation on property located at approximately 13855 and 13937 South 2950 West (the "Property"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH:

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

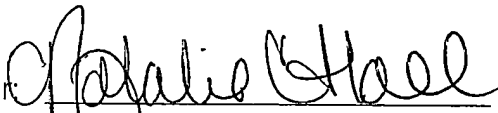
SECTION 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

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

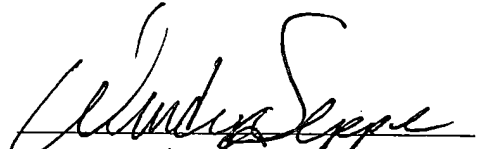
APPROVED BY THE CITY COUNCIL OF THE CITY OF BLUFFDALE, UTAH, ON THIS 12TH DAY
OF JANUARY, 2022 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Councilmember Aston	_____	X	_____	_____
Councilmember Crockett	X	_____	_____	_____
Councilmember Gaston	X	_____	_____	_____
Councilmember Hales	X	_____	_____	_____
Councilmember Kallas	X	_____	_____	_____

Mayor:


Natalie Hall

Attest:


City Recorder

