

*Recording Requested By and
When Recorded Return to:*

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

14343598 B: 11548 P: 6720 Total Pages: 56
02/05/2025 10:44 AM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CITY OF WEST JORDAN
8000 S REDWOOD RDWEST JORDAN, UT 840884604

For Recording Purposes Do
Not Write Above This Line

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 25-07

**AN ORDINANCE FOR APPROXIMATELY 54.199 ACRES OF PROPERTIES LOCATED AT
APPROXIMATELY 9000 SOUTH 6800 WEST,
IDENTIFIED AS THE WASATCH ELECTRIC DEVELOPMENT; AND**

**APPROVAL OF A MASTER DEVELOPMENT AGREEMENT FOR SAID DEVELOPMENT,
SUBJECT TO THE APPROVAL OF A ZONING MAP AMENDMENT (REZONE) AND
OTHER CONDITIONS PRECEDENT**

WHEREAS, the City of West Jordan (“**City**”) adopted the Comprehensive General Plan (“**General Plan**”) in 2023, as amended, which provides for a general plan land use map (“**General Plan Land Use Map**”), which is periodically updated; and the City adopted the West Jordan City Code (“**City Code**”) in 2009, as amended, which provides for development agreements, and which provides for a zoning map for the City (“**Zoning Map**”), which is periodically updated; and

WHEREAS, an application was made KC Gardner Company, L.C., a Utah Limited Liability Company dba Gardner Group (“**Applicant**”) and Equestrian Partners, LLC; V & M Jones Family, LLC; Gardner-Plumb, L.C.; and M H Jones Family, LLC (collectively “**Owner**”) for approximately 54.199 acres of real property, located at approximately 9000 South 6800 West, **Assessor’s Parcel Numbers 26-03-326-001-0000, 26-03-300-008-0000, and 26-03-400-006-0000** (“**Property**” or “**Wasatch Electric Development**”), for, in part, a request for a Master Development Agreement (which includes a Master Development Plan), subject to a rezone and other conditions precedent (“**Application**”, “**MDA**”, and “**Rezone**”); and

WHEREAS, on January 7, 2025, the Application was considered by the West Jordan Planning Commission (“**Planning Commission**”), which held a public hearing and made a *positive* recommendation to the West Jordan City Council (“**City Council**”) concerning the Wasatch Electric Development, including the MDA; and

WHEREAS, a public hearing was held before the City Council on January 28, 2025 concerning the Wasatch Electric Development, including the MDA; and

WHEREAS, the Applicant and the Owner have agreed to and have executed the MDA that will govern the development of the Property, should the City Council, in its sole legislative discretion, choose to adopt the MDA and the Rezone, and should all the conditions precedent in the MDA be fulfilled; and

WHEREAS, the City Council has reviewed and desires to approve the MDA, subject to the conditions precedent therein; and

WHEREAS, in its sole legislative discretion, the City Council now finds it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the MDA, subject to the City Council, in its sole legislative discretion, choosing to adopt the Rezone, and subject to all the conditions precedent in the MDA being fulfilled.

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


Section 1. Approval of MDA. The MDA (in "Attachment A"), which includes an MDP, is approved and the Mayor is authorized to execute said MDA. The approval of the MDA is subject to the conditions precedent set forth in the MDA, including but not limited to the City Council, in its sole legislative discretion, subsequently choosing to adopt, by Ordinance, the Rezone. The Applicant and Owner were required to sign and execute the MDA before these Ordinances were presented to the City Council.

Section 2. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS 28TH DAY OF JANUARY 2025.

CITY OF WEST JORDAN

 (Jan 31, 2025 11:16 MST)
Chad Lamb
Council Chair

ATTEST:

 
Cindy M. Quick, MMC
Council Office Clerk


Voting by the City Council	"YES"	"NO"
Chair Chad Lamb	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Chair Kayleen Whitelock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Bob Bedore	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Pamela Bloom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Zach Jacob	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kent Shelton	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON JANUARY 31, 2025.

Mayor's Action: X Approve Veto

By:  Jan 31, 2025
Mayor Dirk Burton Date

ATTEST:



Tangee Sloan, CMC
City Recorder

STATEMENT OF APPROVAL OF PASSAGE (check one)

 X The Mayor approved and signed Ordinance No. 25-07.

 The Mayor vetoed Ordinance No. 25-07 on and the
City Council timely overrode the veto of the Mayor by a vote of to .

 Ordinance No. 25-07 became effective by operation of law without the
Mayor's approval or disapproval.

Tangee Sloan
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 4th day of February , 2025. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

Tangee Sloan
City Recorder

**Attachment A to
ORDINANCE NO. 25-07**

**AN ORDINANCE FOR APPROXIMATELY 54.199 ACRES OF PROPERTIES LOCATED AT
APPROXIMATELY 9000 SOUTH 6800 WEST,
IDENTIFIED AS THE WASATCH ELECTRIC DEVELOPMENT; AND
APPROVAL OF A MASTER DEVELOPMENT AGREEMENT FOR SAID DEVELOPMENT,
SUBJECT TO THE APPROVAL OF A ZONING MAP AMENDMENT (REZONE) AND
OTHER CONDITIONS PRECEDENT**

**MASTER DEVELOPMENT AGREEMENT
(Including Exhibits)
For the Wasatch Electric Development
(See the following pages)**

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

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

For Recording Purposes, Do Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT
For the Wasatch Electric Development**

The City of West Jordan, a Utah municipal corporation (the “**City**”) and KC Gardner Company, L.C., a Utah Limited Liability Company dba Gardner Group (“**Master Developer**”), enter into this Master Development Agreement (this “**Agreement**”) as of the date Master Developer and the City’s mayor, on behalf of the City, mutually sign this Agreement, and agree as set forth below. The City and the Master Developer are jointly referred to as the “**Parties**”. Each party may be referred to as a “**Party**”. The current property owners of the “**Property**” (see definition in Recital 1 below) are: Equestrian Partners, LLC; V & M Jones Family, LLC; Gardner-Plumb, L.C.; and M H Jones Family, LLC (collectively, “**Property Owner**”), who acknowledge and consent to this Agreement and agree to be bound to all the terms of this Agreement (as set forth in Section F.1 and the OWNER ACKNOWLEDGEMENT AND CONSENT below).

RECITALS

1. Master Developer has entered into an agreement or agreements for the purchase or has the right to require the Property Owner to contribute to a Project Entity (defined in Section G.19 below), of approximately 54.199 acres of certain real property, located at approximately 9000 South 6800 West and identified as Assessor’s Parcel Numbers 26-03-326-001-0000, 26-03-300-008-0000, and 26-03-400-006-0000 (the “**Property**”). Wasatch Electric is located in the “southwest quadrant” of West Jordan in the middle of undeveloped land between New Bingham Highway and 9000 South (approximately 6800 West). See the Legal Description of the Property attached as **Exhibit A** and the Master Development Plan and Commercial Development Guidelines (showing the location of the Property) attached collectively as **Exhibit B**. The development identified in this Agreement, together with the Exhibits, is referred to herein as the “**Project**” or the “**Development**”.

2. The Property is currently located in the Community Shopping Center (SC-2), Medium Density, Multi-Family Residential West Side Planning (MFR), Low density, Single Family Residential West Side Planning (LSFR), and Public Facilities (P-F) Zones (collectively “**Current Zone**”) and is proposed to be rezoned to the Southwest Quadrant Mixed Use (SWQ-MU) Zone, with approximately 10.047 acres being rezoned to the COMU Subzone and approximately 43.898 acres being rezoned to the HTME Subzone (“**New Zone**” and “**Rezone**”). See the “Current Zoning Map” attached as **Exhibit C**,

and the “Proposed Zoning Map” attached as **Exhibit D**. The West Jordan City Code requires the approval of a Master Development Agreement, with an attached Master Development Plan, to complete a rezone to the SWQ-MU Zone.

3. Master Developer has sufficient resources to develop the Project in its entirety. Master Developer acknowledges and agrees that the City currently has limited utility infrastructure available for the Project and agrees to be bound by these limitations, as set forth in Sections D.2 and D.3 of the Terms below.

4. This approximately 54.199-acre Development is a mixed-use development with residential, retail, industrial, and flex office space to be constructed on the Property within the New Zone (Southwest Quadrant Mixed Use).

5. Master Developer may develop the Property in multiple phases (each a “**Phase**”) and has contracted with the Property Owner to purchase, or has the right to require the Property Owner to contribute to a Project Entity (defined in Section G.19 below), and develop the Property in a manner that is consistent with this Agreement.

6. The Property will be developed in accordance with the development plan(s), subdivision plat(s), and/or site plan(s) approved by the City, the City Code, and as further refined by this Agreement.

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

Exhibit A – Legal Description of the Property

Exhibit B – Development Plan and Commercial Development Guidelines

Exhibit C – Current Zoning Map

Exhibit D – Proposed Zoning Map

8. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will add value for the Master Developer and will provide certainty useful to all Parties in ongoing and future dealings and relations among the Parties.

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

TERMS

A. Recitals; Definitions. The Recitals and Exhibits are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City’s Land Use Regulations. In consideration for the increase in density allowed by the Rezone and this Agreement, Master Developer agrees to the remaining terms of this Agreement.

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

1. Approval of this Agreement. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council of West Jordan (“**City Council**” or “**Council**”), in its sole legislative discretion, approves, by Ordinance, this Agreement.

2. Approval of Rezone. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council, in its sole legislative discretion, approves, by Ordinance, the Rezone.

3. Closing on the Property Transactions. After the approval of the Agreement and the Rezone by the City Council, the rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being as either: (1) Master Developer closes on each Phase of the purchase of the Property from the Property Owner; or (2) Property Owner contributes a Phase to the applicable Project Entity (“**Closing**”).

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

D. Development Obligations.

1. Development Plans, Subdivision Plats, and Site Plans. In addition to the Master Developer complying with the provisions of the Governing Regulations, development of the Property by the Master Developer shall be in accordance with any City-approved development plans, subdivision plats, site plans, this Agreement, and the Rezone. The approval of development plans, subdivision plats, and site plans shall not be unreasonably withheld, conditioned, or delayed by the City. After the approval of the Agreement and the Rezone by the City Council, if the City denies any development application, the City shall provide a written determination advising Master Developer of the reasons for the denial, including specifying the reasons the City believes that such application is not consistent with this Agreement, the Rezone, and the Governing Regulations.

2. Types of Uses and Maximum Dwelling Units for the Project. As described in Recital 4 above, this Development is a mixed-use development with residential, retail, industrial, and flex office space. In particular, the Development is an approximately 54.199-acre development, including:

- a. Approximately 5.847 acres of multifamily residential, with a proposed unit count of 117 Dwelling Units and a Maximum Density of 20 Dwelling Units Per Acre (DU/AC);

- b. Approximately 11.417 acres of industrial area, which is planned to contain the Wasatch Electric Headquarters;
- c. Approximately 32.484 acres of future retail, industrial, and flex office space; and
- d. Approximately 4.2 acres of mixed-use retail development, which may include residential as a secondary component, with up to 47 dwelling units.
- e. The above acreages are estimates only. The exact layout and acreages of the residential and mixed-use development will be finalized with future subdivisions. While the density may be moved between the pods, the maximum dwelling unit count in the Development is 164 Dwelling Units and no development pod that contains residential development may have a density greater than 20 DU/AC.

3. Limited City Utility Infrastructure. Master Developer acknowledges and agrees that the City currently has limited utility infrastructure available for the Project and agrees to be bound by these limitations. To facilitate development beyond the City's current infrastructure or public utilities capacity, (i) Master Developer may negotiate with the City to complete the construction of this infrastructure or public utilities and be reimbursed by the City, or (ii) Master Developer and the City may confer on other options of providing infrastructure or public utilities for the remainder of the Project and formalize such options as an amendment to this Agreement or other written agreement between the Parties. If the Master Developer and the City agree upon an option that includes updates to one or more of the City's Master Plans, Capital Facilities Plans, or Impact Fees Analyses, Master Developer shall pay for the actual out-of-pocket costs of the updates, as required by the City's Consolidated Fee Schedule. Master Developer may request that the City use reimbursement agreements or pioneering agreements with regards to offsite infrastructure. The width of Jones Ranch Drive (approximately 6800 West Street) has been increased as a project improvement (from approximately 70 feet to 80 feet) and will not be eligible for reimbursement from the City.

4. Applicability of Building Design Elements. In accordance with Utah Code Ann. Section 10-9a-534(3)(d, h), and other applicable and successor provisions, and at the request of the Master Developer, and in consideration for the increase in density, as well as the other benefits regarding the requested residential types allowed by the Rezone and Concept Site Plans, all applicable Building Design Elements of the City shall apply to the Property and to the dwellings, structures, and buildings constructed thereon.

5. Parking Included with Rent for Dwelling Units; and Stub Streets.. In consideration for the Rezone and the development rights granted pursuant to this Agreement, Master Developer and Master Developer's successors-in-interest:

- a. Shall adopt regulations mandating that, for those units which are rented, additional amounts shall not be charged for one parking space per residential Dwelling Unit; but rather, all charges for one parking space per residential Dwelling Unit shall be included in the base rent charged; and
- b. Shall dedicate and construct stub streets necessary for future development within the Project.

E. Development Rights; and Reserved Legislative Powers.

1. Development Rights. Master Developer shall have the vested right to develop and construct, in one or more Phases, the Project in accordance with the terms and conditions of this Agreement, the Rezone, and the existing City Code.

2. Reserved Legislative Powers. The Master Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all police powers that cannot be so limited. 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 described in Section E.1 based on a good faith application of 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, including the imposition of any moratoria, affecting the vested rights of the Master Developer granted under this Agreement shall be binding upon Master Developer only if: (a) such change is of general application to all development activity in the City; and (b) Master Developer receives, unless in good faith the City declares an emergency posing an imminent danger to the safety of its citizens, not less than ninety (90) days prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project and the rights granted hereunder.

F. Term of this Agreement; Agreement Runs With the Land. Subject to Section B above, the obligations of the Parties under this Agreement shall take effect as of the date of Master Developer and the City's mayor, on behalf of the City, mutually sign 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. Subject to Master Developer's extension right set forth below, this Agreement shall not extend beyond a period of ten (10) years from its date of recordation in the office of the Salt Lake County Recorder. So long as Master Developer is not in default under this Agreement, Master Developer shall have the right, upon written notice to the City prior to the expiration of the initial ten (10) year term, to extend the term for an additional five (5) years. If Master Developer has not commenced development of a portion of the Property consistent with this Agreement prior to its termination, the undeveloped portion of the Property may not be developed until one of the following occurs: (i) a new written agreement has been negotiated and executed by the Parties or successors in interest, governing development of the Property; or (ii) Master Developer or its successor in interest applies to the City for zoning and the City Council, in its sole legislative discretion approves either the requested or different zoning.

1. Agreement Runs with the Land. This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights, and responsibilities contained herein, including all vested rights and obligations of Master Developer, shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. This Agreement, and the Development Application, shall also apply to the Property Owner and to any other current owners of real property, if any, in the Project, and their assigns, who are bound to all the terms of this Agreement. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project.

G. General Provisions.

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

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

If to Master Developer: ATTN: Ben Seastrand
 Gardner Group
 201 S. Main Street, Suite 2000
 Salt Lake City, UT 84111

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

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

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

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

6. Entire Agreement. This Agreement, including Exhibits to this Agreement and all other documents referred to in this Agreement, contains the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office. Moreover, any amendment to this Agreement not recorded in the Salt Lake County Recorder's Office shall be void *ab initio*.

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

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

10. Default.

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

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

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

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

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

11. Remedies. If, after meeting and conferring, the Parties are not able to resolve an alleged default, then, following the expiration of applicable cure periods, the Parties shall have their rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination.

12. [Reserved].

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

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

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

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

17. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns.

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

19. Assignment. Master Developer shall not assign, delegate, or transfer its interest in this Agreement without prior written approval by the City; provided, however, Master Developer may freely assign its interest in this Agreement, in whole or in part with respect to a Phase (in each case, without approval from the City) to either of the following (each, a "**Project Entity**") (i) an entity that is owned or controlled by Master Developer or its affiliates or subsidiaries or (ii) any joint venture partner of Master Developer or its affiliates or subsidiaries, so long as Master Developer gives written notice of such assignment to the City and the successor party agrees to assume Master Developer's obligations set forth in this Agreement. Except as set forth in the preceding sentence, any attempt to assign, delegate, or transfer without the City's prior written approval will be void *ab initio*, and Master Developer will remain liable for the performance of each and every obligation of Master Developer in this Agreement. If an assignment, delegation, or transfer is held not to be void, the parties intend that this Agreement will be

binding on the assignee, delegatee, or transferee, as applicable. Any such request for assignment may be made by letter addressed to the City as provided herein, and the prior written consent of the City may be evidenced by letter from the City to Master Developer or its successors or assigns. The assignment of one or more Phases of the Project shall require the assignee to sign a form of assignment and assumption of this Agreement, agreeing to be bound by the terms of the Land Use Regulations and this Agreement from and after the date of such assignment. Upon any assignment to a Project Entity, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned. Additionally, notwithstanding the foregoing or anything to the contrary herein, Master Developer shall have the right, without the consent of the City, to collaterally assign this Agreement to Master Developer's lender for the Project or any Phase of the Project.

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

21. Indemnification. Master Developer shall, at all times, protect, indemnify, save harmless, and defend City and its agents, employees, officers, and elected officials from and against any and all out-of-pocket claims, demands, judgments, expense, and all other out-of-pocket damages of every kind and nature made, rendered, or incurred by the City, including the City's employees, which arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Regulations related to the development of a Phase, by Master Developer, Master Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement ("**Any Claims**"). Nothing in this provision shall be deemed to limit or impair Master Developer's rights or claims for contribution, indemnification, or relief against City's contractors, subcontractors, or suppliers. Notwithstanding the foregoing or anything to the contrary herein, Master Developer shall not be required to indemnify, hold harmless, or defend City from any claims or liabilities caused by, or resulting from, any actions or failures to act by City or its agents, employees, officers, or contractors.

22. Referendum. In the event of a referendum or similar ballot measure for the approval of this Agreement or the Rezone ("**Referendum**"), and if the City in its sole discretion, but only at the written request of Master Developer, subsequent to the approval of this Agreement, elects to defend against the Referendum, the Master Developer shall reimburse City's out-of-pocket fees (including reasonable out-of-pocket attorney's fees), out-of-pocket court costs, and any related out-of-pocket costs of defending against the Referendum; provided, in no event shall the Master Developer have any obligation to reimburse such costs unless Master Developer requests in writing that the City defend against the Referendum. The Master Developer's obligation to reimburse the City during any defense of a Referendum shall be reimbursed within ten (10) days of the City providing written notice to Master Developer of the City's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the City. Master Developer's obligation to indemnify against the out-of-pocket costs of defense shall exist regardless of the outcome of the Referendum or decisions to modify or withdraw the approval.

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

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

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

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

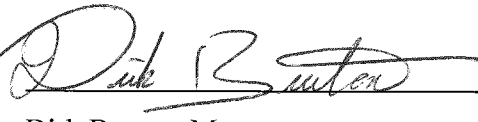
27. Tax Benefits. The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Project to the City or to a charitable organization for open space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

28. Estoppel Certificate. Upon twenty (20) days' prior written request by Master Developer, the City will execute an estoppel certificate to any third party certifying that Master Developer at that time is not in default of the terms of this MDA.

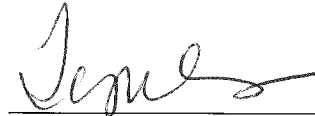
IN WITNESS WHEREOF, the Parties have executed this Agreement, having been approved by the City of West Jordan pursuant to the Ordinance authorizing such execution, and by a duly authorized representative of Master Developer.

[Signatures on the following pages.]

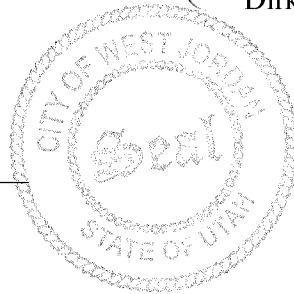
CITY OF WEST JORDAN,
a Utah municipal corporation

By: 
Dirk Burton, Mayor

ATTEST:



City Recorder

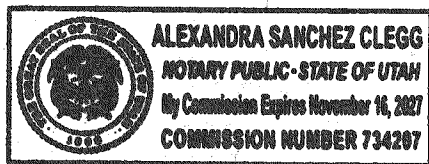



ACKNOWLEDGMENT

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


On this 29th day of January, 2025, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Tangee Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

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




Notary Public for Utah

APPROVED AS TO FORM


City Attorney's Office Jan. 29, 2025

[Additional signatures on the following pages.]

KC Gardner Company, L.C., a Utah Limited Liability
Company **dba Gardner Group**
(**"MASTER DEVELOPER"**)

Its: Manager

By (Sign): 

Print Name: Christian Gardner

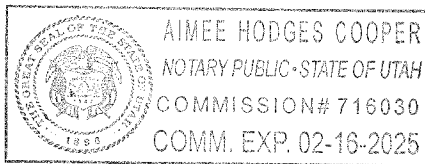
Its (Title): Manager

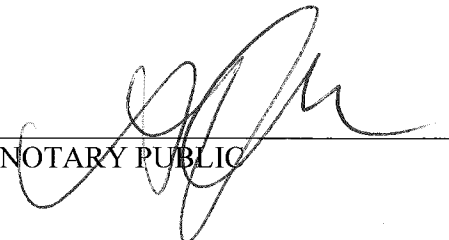
ACKNOWLEDGMENT

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

On this 27TH day of JANUARY, 2025, before the undersigned notary public in and for the said state, personally appeared CHRISTIAN GARDNER, known or identified to me to be the MANAGER of **KC Gardner Company, L.C.**, a Utah limited liability company **dba Gardner Group**, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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




NOTARY PUBLIC

OWNER ACKNOWLEDGEMENT AND CONSENT

Equestrian Partners, LLC is a Property Owner of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT For the Wasatch Electric Development", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature below, this Property Owner: (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including the Exhibits and all material referenced in the Agreement), (ii) has had opportunity, if so desired, to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section F.1 above of the Agreement, the Agreement shall also apply to all other current owners of real property in the Project, if any, who are likewise bound to all the terms of the Agreement.

Equestrian Partners, LLC,
a Utah Limited Liability Company

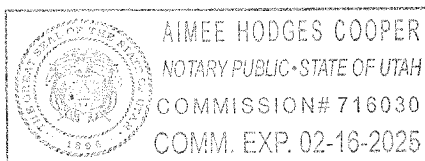
By (Sign): Walter Plumb III
Print Name: Walter Plumb III
Its (Title): manager

ACKNOWLEDGMENT

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

On this 27TH day of JANUARY, 2025, before the undersigned notary public in and for the said state, personally appeared WALTER PLUMB III known or identified to me to be the MANAGER of **Equestrian Partners, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



[Signature]
NOTARY PUBLIC

OWNER ACKNOWLEDGEMENT AND CONSENT

V & M Jones Family, LLC is a Property Owner of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT For the Wasatch Electric Development", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature below, this Property Owner: (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including the Exhibits and all material referenced in the Agreement), (ii) has had opportunity, if so desired, to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section F.1 above of the Agreement, the Agreement shall also apply to all other current owners of real property in the Project, if any, who are likewise bound to all the terms of the Agreement.

V & M Jones Family, LLC,
a Utah Limited Liability Company

By (Sign): 

Print Name: MICHAEL L. JONES

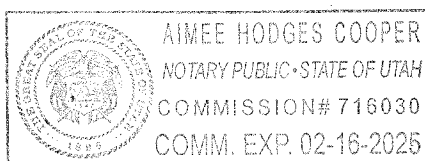
Its (Title): MANAGER

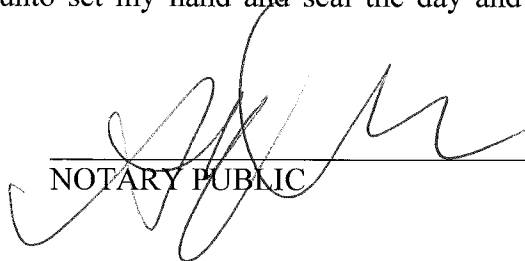
ACKNOWLEDGMENT

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

On this 27TH day of JANUARY, 2025, before the undersigned notary public in and for the said state, personally appeared MICHAEL JONES, known or identified to me to be the MANAGER of **V & M Jones Family, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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




NOTARY PUBLIC

OWNER ACKNOWLEDGEMENT AND CONSENT

Gardner-Plumb, L.C. is a Property Owner of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT For the Wasatch Electric Development", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature below, this Property Owner: (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including the Exhibits and all material referenced in the Agreement), (ii) has had opportunity, if so desired, to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section F.1 above of the Agreement, the Agreement shall also apply to all other current owners of real property in the Project, if any, who are likewise bound to all the terms of the Agreement.

Gardner-Plumb, L.C.,
a Utah Limited Liability Company

By (Sign):



Print Name:

Walter S. Plumb III

Its (Title):

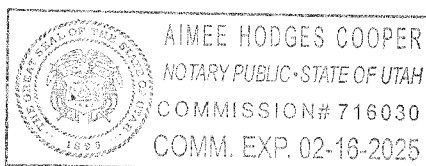
manager

ACKNOWLEDGMENT

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

On this 27TH day of JANUARY, 2025, before the undersigned notary public in and for the said state, personally appeared WALTER PLUMB III, known or identified to me to be the MANAGER of **Gardner-Plumb, L.C.**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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





NOTARY PUBLIC

OWNER ACKNOWLEDGEMENT AND CONSENT

M H Jones Family, LLC is a Property Owner of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT For the Wasatch Electric Development", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature below, this Property Owner: (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including the Exhibits and all material referenced in the Agreement), (ii) has had opportunity, if so desired, to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section F.1 above of the Agreement, the Agreement shall also apply to all other current owners of real property in the Project, if any, who are likewise bound to all the terms of the Agreement.

M H Jones Family, LLC,
a Utah Limited Liability Company

By (Sign): 

Print Name: MICHAEL L. JONES

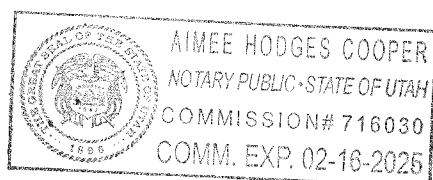
Its (Title): MANAGER

ACKNOWLEDGMENT

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

On this 27TH day of JANUARY, 2025, before the undersigned notary public in and for the said state, personally appeared MICHAEL JONES, known or identified to me to be the MANAGER of **M H Jones Family, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



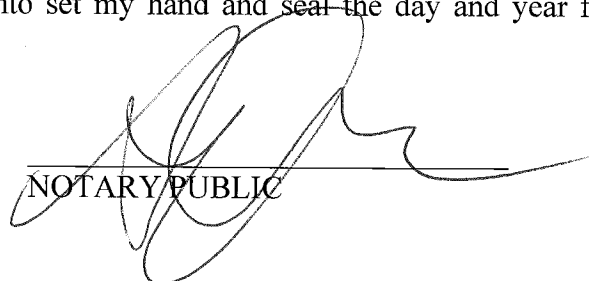

NOTARY PUBLIC

Exhibit A

BOUNDARY DESCRIPTION

A parcel of land situate in the Southeast and Southwest Quarters of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of 9000 South Street, said point being South 89°46'23" East 1,497.97 feet along the section line and South 00°13'37" West 67.00 feet from the West Quarter Corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along said southerly right-of-way line the following three (3) courses:
(1) South 89°46'23" East 1,085.43 feet;
(2) South 44°46'24" East 32.33 feet;
(3) South 89°46'23" East 87.00 feet;
thence South 00°07'41" West 144.71 feet;
thence South 07°07'48" West 66.23 feet;
thence South 01°29'41" West 30.02 feet;
thence South 00°04'31" West 1,095.75 feet;
thence North 89°55'29" West 80.00 feet;
thence North 00°04'31" East 2.50 feet;
thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius curve to the left (center bears North 89°55'29" West and the chord bears North 44°55'29" West 35.36 feet with a central angle of 90°00'00");
thence North 89°55'29" West 579.77 feet;
thence North 00°04'31" East 25.00 feet;
thence North 89°55'29" West 1,329.82 feet to the easterly right-of-way line of Utah Highway 111;
thence North 08°03'05" East 1,057.17 feet along said easterly right-of-way line;
thence South 89°49'31" East 681.23 feet;
thence North 00°10'31" East 263.97 feet to the point of beginning.

Contains 2,360,924 Square Feet or 54.199 Acres and 2 Lots and 1 Parcel

Exhibit B

SOUTHWEST QUADRANT REZONE

January 14, 2024



Table of Contents

Zone Change Exhibits

- Zone Change Narrative.....	03
- Boundary Legal Description.....	05
- Map Details.....	06
- Site Plan.....	11

Master Development Plan (MDP) Exhibits

- MDP Narrative.....	12
- Economic Development Analysis.....	14
- Commercial Design Standards.....	17
- Development Phasing Plan.....	21
- Development Grading Plan.....	23
- Development Utility Plan.....	25
- Master Development Agreement.....	TBD



September 24, 2024

Attn: West Jordan City
8000 S Redwood Rd #331, West Jordan, UT 84081

Subject: Wasatch Electric – MDP Narrative

To all whom it may concern,

The intent of this document is to address the reason and justification for a zone change that would further promote the objectives and purposes of the West Jordan Municipal Code and General Plan.

Parcels 26-03-326-001-0000 and 26-03-300-008-0000 are currently zoned as Public Facilities (PF), Community Shopping Center (SC-2), Multi-Family Residential (MFR), and Low-Density Single Family Residential (LSFR). This application seeks to change the zoning of the two aforementioned parcels to Southwest Quadrant (SWQ-MU) such that the new zoning boundary is in alignment with borders of parcels 26-03-326-001-0000 and 26-03-300-008-0000.

This zone change is required to accommodate a master development plan that integrates multiple uses including commercial, retail, and industrial spaces. This multifaceted approach will stimulate the local economy by fostering new business opportunities and supporting industrial growth.

The proposed zone change is in alignment with West Jordan general plan policies, goals, and objectives. It preserves the essential elements of the existing zoning by retaining public trails and ensuring that the area's overall use remains consistent with prior planning. It also ensures that development adheres to established land uses and complies with the general plan's timing and sequencing.

The zone change will have no impact on schools or adverse impacts on the adjacent landowners as the land use will remain the same as the neighboring properties existing uses. Additionally, the zone change will not significantly alter the demands on city services and utilities, as the uses proposed are similar to those previously planned. This continuity will ensure a smooth transition and maintain the efficiency of city services.

The local economy will see favorable improvements as the new development will attract new companies, commercial businesses, and manufacturing operations to the area. This economic boost will create job opportunities and enhance the community's economy which will ensure the growth of this area.

ARCO Design/Build Salt Lake City
155 North 400 West, Suite 310, Salt Lake City, UT 84103
O: 385.479.9753 | arcodb.com

In conclusion, the proposed zone change is a strategic move that actively promotes the objectives and purposes of both the West Jordan Municipal Code and the General Plan. By facilitating a master development that integrates new jobs, commercial business, and other industrial uses, this zone change supports the city's commitment to balanced and sustainable growth. It aligns with the general plan's vision for the South West Quadrant.

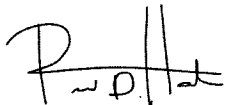
This new project is feasible on the site and complements the natural features of the area. By furthering development in the area and properly managing the property we will help ensure a safe community. The location of Wasatch Electric and other pods with their respective uses will help promote neighborhood compatibility with proper buffer/spacing that has been thought-out in the zone language. The Southwest quadrant also considers the need to provide well-designed housing types and configurations that help bolster a true mixed-use community.

One of the biggest benefits of this project is it will effectively extend and provide public roads/infrastructure to what has been up until now farmland. Without the Wasatch Electric project these improvements would not be being pushed forward.

The placement of the building itself and other buffering mechanisms/traffic controlling measures necessary will provide all the benefit of commercial buildings and jobs to the city and mitigate the adverse impacts to future residential neighborhoods.

Please contact us at any time with questions or comments on this application.

Sincerely,

A handwritten signature in black ink, appearing to read "R. D. Hart". The signature is stylized with a large "R" and a long horizontal line extending to the right.

Reed D. Hart
Vice President
ARCO Design/Build Salt Lake City
155 North 400 West, Suite 310
Salt Lake City, UT 84103
(832) 977-0029
rhart@arcodb.com

Proposed Boundary Legal Description

Wasatch Electric Plat

A parcel of land situate in the Southeast and Southwest Quarters of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of 9000 South Street, said point being South 89°46'23" East 1,497.97 feet along the section line and South 00°13'37" West 67.00 feet from the West Quarter Corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along said southerly right-of-way line the following three (3) courses:

(1) South 89°46'23" East 1,085.43 feet;

(2) South 44°46'24" East 32.33 feet;

(3) South 89°46'23" East 87.00 feet;

thence South 00°07'41" West 144.71 feet;

thence South 07°07'48" West 66.23 feet;

thence South 01°29'41" West 30.02 feet;

thence South 00°04'31" West 1,095.75 feet;

thence North 89°55'29" West 80.00 feet;

thence North 00°04'31" East 2.50 feet;

thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius curve to the left (center bears North 89°55'29" West and the chord bears North 44°55'29" West 35.36 feet with a central angle of 90°00'00");

thence North 89°55'29" West 579.77 feet;

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thence North 08°03'05" East 1,057.17 feet along said easterly right-of-way line;

thence South 89°49'31" East 681.23 feet;

thence North 00°10'31" East 263.97 feet to the point of beginning.

Contains 2,360,924 Square Feet or 54.199 Acres and 3 Lots

PROJECT TITLE: **WASATCH
ELECTRIC**

SEAL:

SUBMITTALS / REVISIONS:		
NO.	DATE	DESCRIPTION
0	08/08/24	INITIAL ISSUE

[illegible]

PROJECT NO.:	DRAWN
SUGAR	JIC
SHEET NO.	

PROPOSED
ZONE CHANGE
BOUNDARY

SHEET NO. 11

A100

DISCLAIMER: The scale of this drawing has been taken from GIS data, satellite imagery, and/or historical survey data. ARCO Design/Build does not warrant the dimensional accuracy of this document. This document is schematic in nature and is NOT FOR CONSTRUCTION.

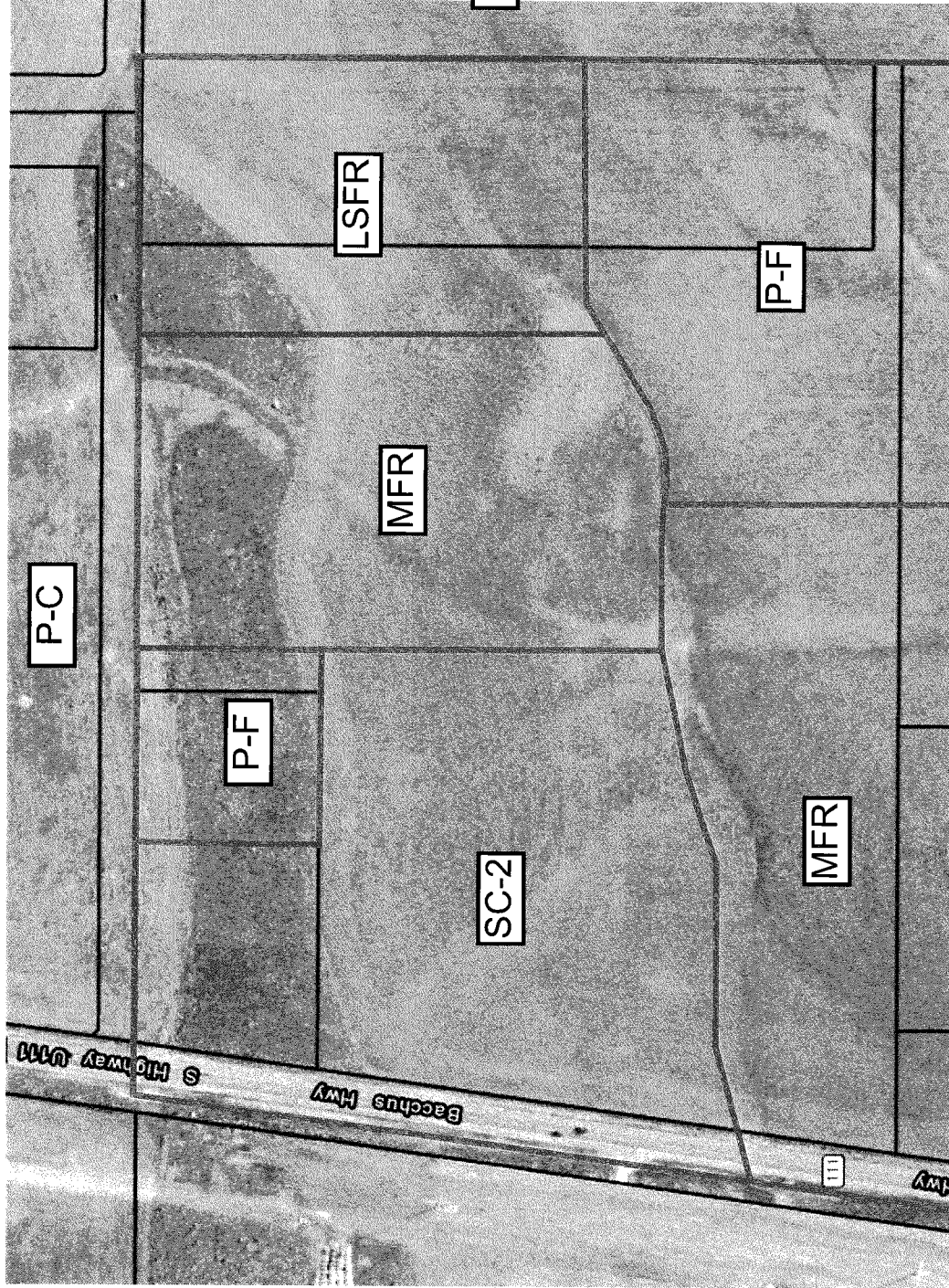
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**PROPOSED
ZONE CHANGE
BOUNDARY**



SUBMITTAL REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
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3	ISSUED FOR PERMIT
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CURRENT ZONING



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DISCLAIMER: The scale of this drawing has been taken from GIS data, satellite imagery, and/or historical survey data. ARCO Design/Build does not warrant the dimensional accuracy of this document. This document is schematic in nature and is NOT FOR CONSTRUCTION.

PROPOSED ZONING

DESIGNER: **ARCC**
DESIGN/BUILD

PROJECT TITLE:
**WASATCH
ELECTRIC**

SEAL:

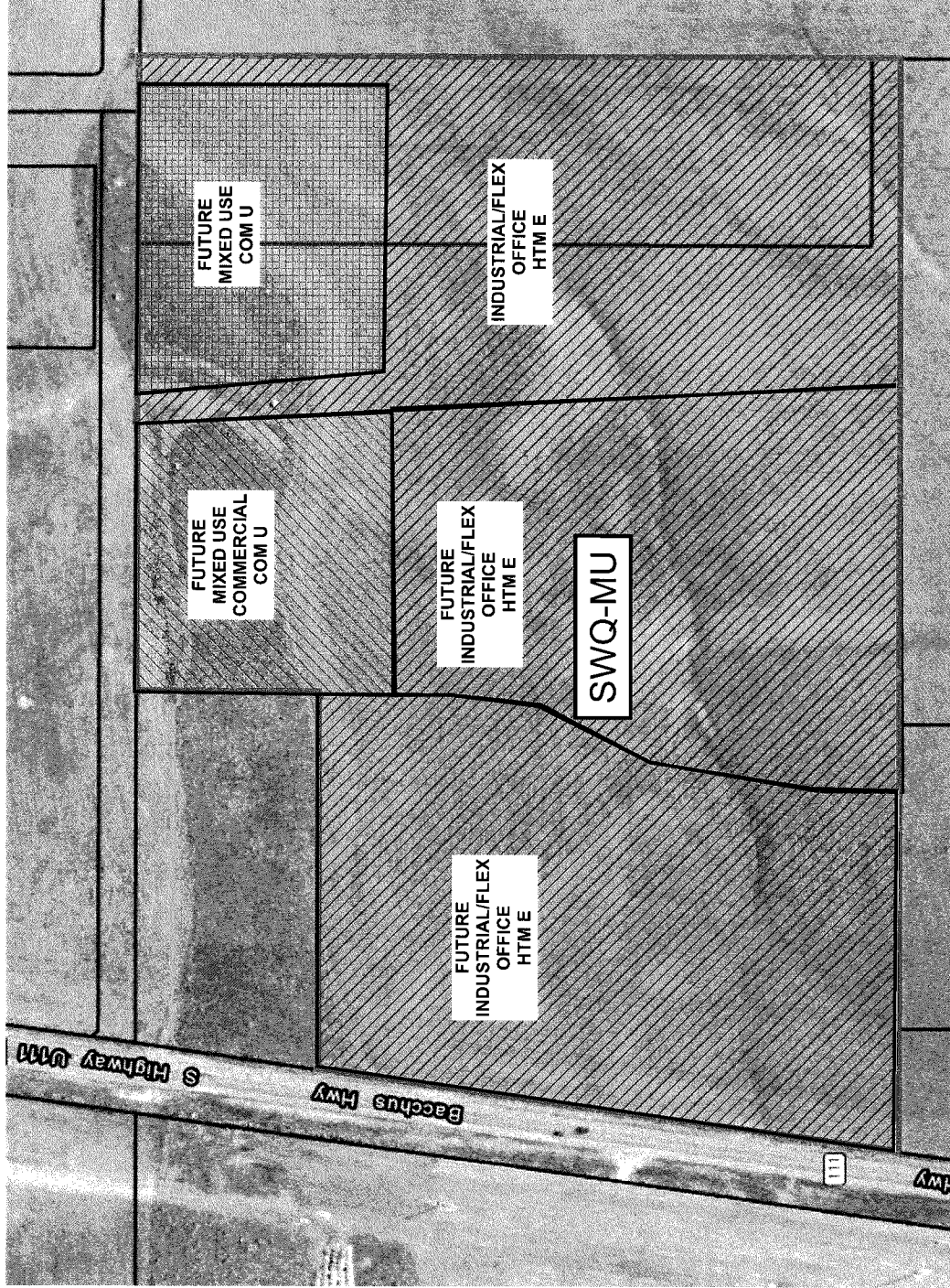
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100	08/08/2018

PROPOSED ZONING

SHEET NO.: **A102**

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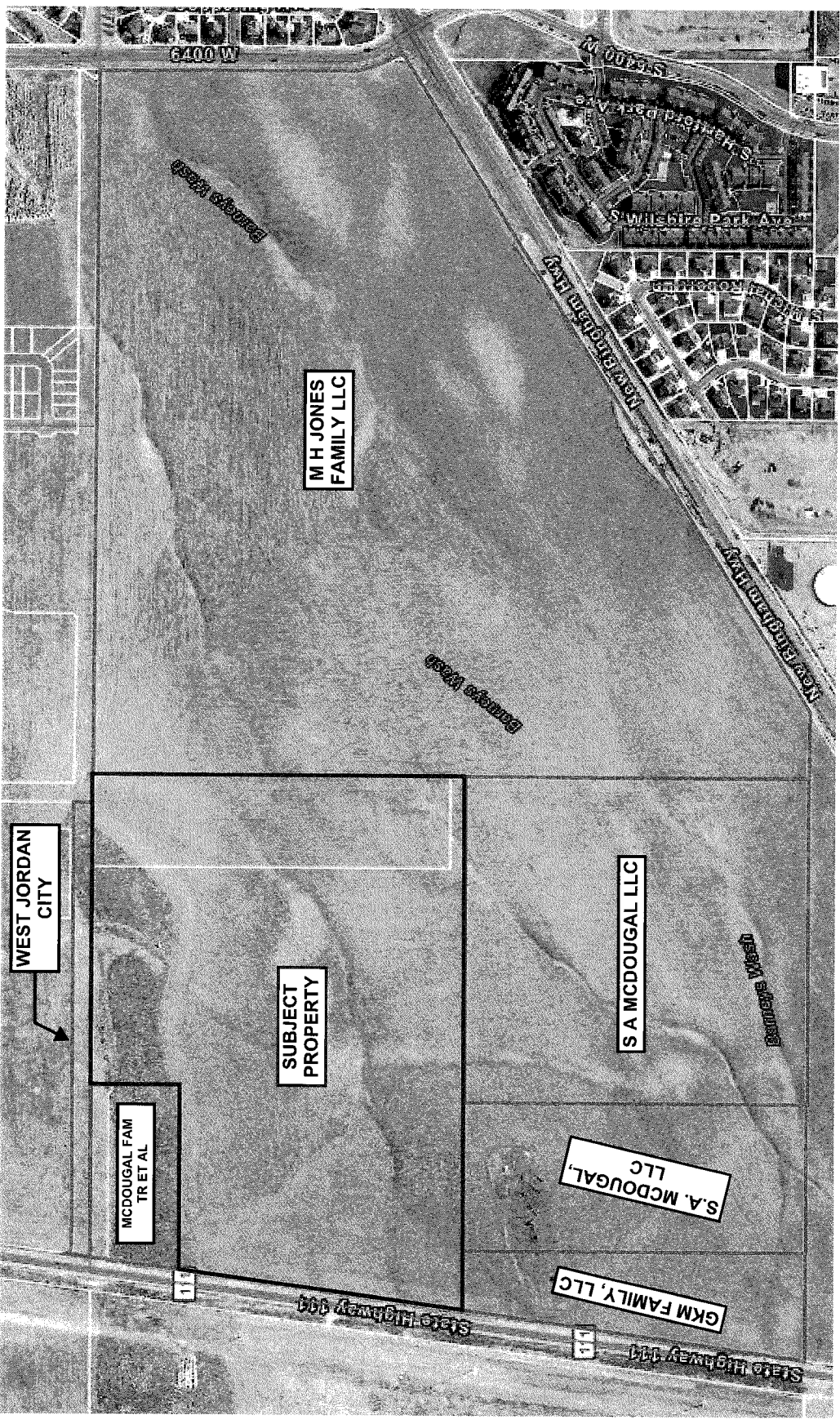
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A100
1

ABUTTING PROPERTIES

DESIGNER/BUILDER
ARCCO
DESIGN/BUILD



WEST JORDAN
CITY

MCDUGAL FAM
TR ET AL

SUBJECT
PROPERTY

M H JONES
FAMILY LLC

S.A. MCDUGAL,
LLC

GKM FAMILY, LLC

S A MCDUGAL LLC

6400 E

149

State Highway 149

149

State Highway 149

6400 W

6400 W

6400 W

6400 W



1
A100

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SHEET NO:

A103

ABUTTING
PROPERTIES

SUBMITTALS / REVISIONS	
NO.	DATE
1	01/18
2	01/18
3	01/18
4	01/18
5	01/18
6	01/18
7	01/18
8	01/18
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99	01/18
100	01/18

PROJECT NO.:
SHEET TITLE:

SEAL

PROJECT TITLE:
WASATCH
ELECTRIC

NON-TAX EXEMPT

DESIGNER/BUILDER
ARCO
DESIGN/BUILD

PROJECT TITLE
WASATCH
ELECTRIC

PROJECT NO.

SEAL

SUBMITTALS / REVISIONS
NO. DATE DESCRIPTION
1. 08/06/2014 PREPARED BY: J. H. H. H.

PROJECT NO. 111
SHEET NO. 1
SHEET TITLE

PROPOSED
ZONING

SHEET NO.

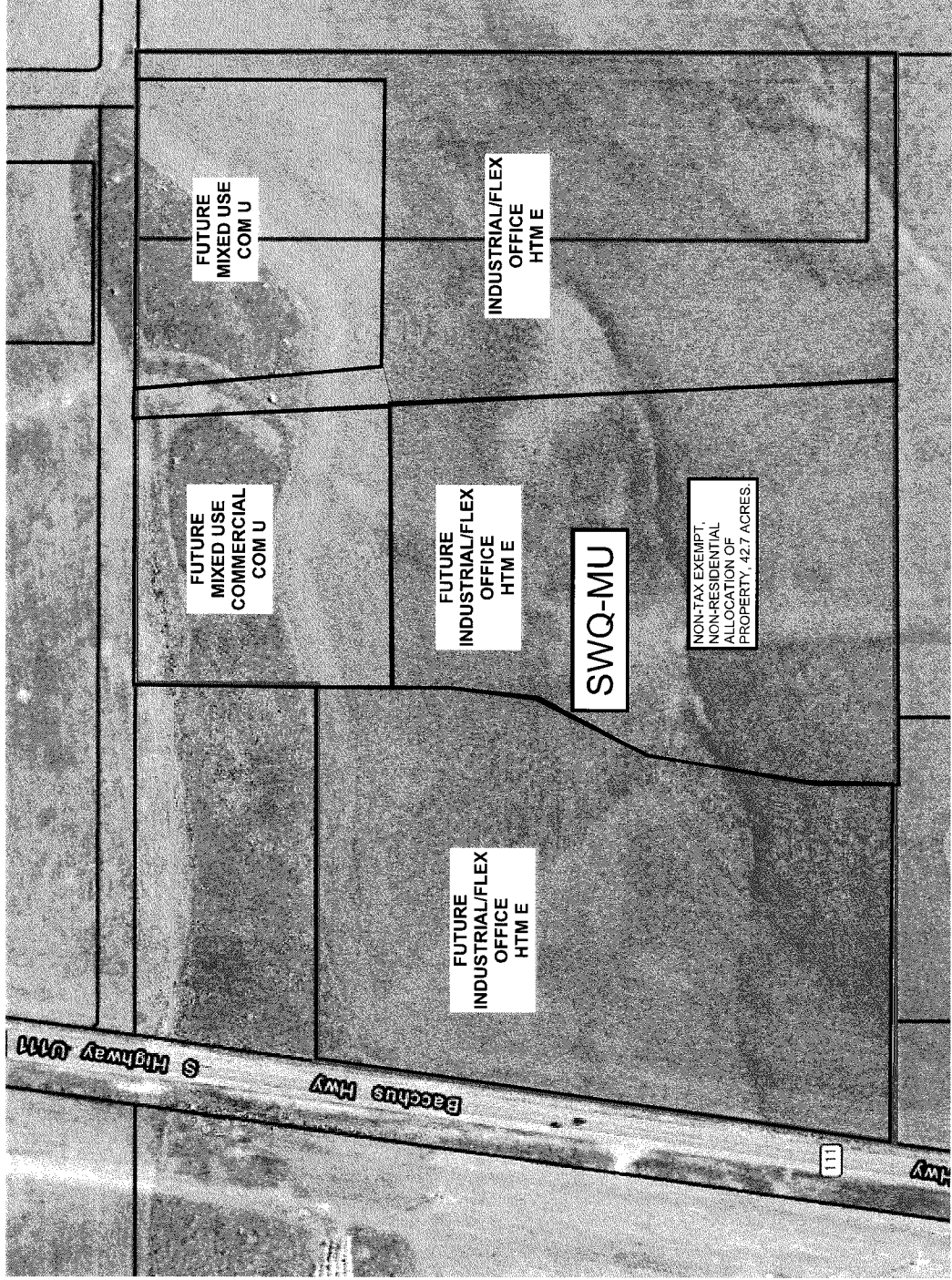
A102

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September 24, 2024

Attn: West Jordan City
8000 S Redwood Rd #331, West Jordan, UT 84081

Subject: Wasatch Electric – MDP Narrative

To all whom it may concern,

The intent of this document is to address the reason and justification for a zone change that would further promote the objectives and purposes of the West Jordan Municipal Code and General Plan.

Parcels 26-03-326-001-0000 and 26-03-300-008-0000 are currently zoned as Public Facilities (PF), Community Shopping Center (SC-2), Multi-Family Residential (MFR), and Low-Density Single Family Residential (LSFR). This application seeks to change the zoning of the two aforementioned parcels to Southwest Quadrant (SWQ-MU) such that the new zoning boundary is in alignment with borders of parcels 26-03-326-001-0000 and 26-03-300-008-0000.

This zone change is required to accommodate a master development plan that integrates multiple uses including commercial, retail, and industrial spaces. This multifaceted approach will stimulate the local economy by fostering new business opportunities and supporting industrial growth.

The proposed zone change is in alignment with West Jordan general plan policies, goals, and objectives. It preserves the essential elements of the existing zoning by retaining public trails and ensuring that the area's overall use remains consistent with prior planning. It also ensures that development adheres to established land uses and complies with the general plan's timing and sequencing.

The zone change will have no impact on schools or adverse impacts on the adjacent landowners as the land use will remain the same as the neighboring properties existing uses. Additionally, the zone change will not significantly alter the demands on city services and utilities, as the uses proposed are similar to those previously planned. This continuity will ensure a smooth transition and maintain the efficiency of city services.

The local economy will see favorable improvements as the new development will attract new companies, commercial businesses, and manufacturing operations to the area. This economic boost will create job opportunities and enhance the community's economy which will ensure the growth of this area.

ARCO Design/Build Salt Lake City
155 North 400 West, Suite 310, Salt Lake City, UT 84103
O: 385.479.9753 | arcodb.com

In conclusion, the proposed zone change is a strategic move that actively promotes the objectives and purposes of both the West Jordan Municipal Code and the General Plan. By facilitating a master development that integrates new jobs, commercial business, and other industrial uses, this zone change supports the city's commitment to balanced and sustainable growth. It aligns with the general plan's vision for the South West Quadrant.

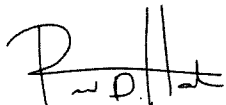
This new project is feasible on the site and complements the natural features of the area. By furthering development in the area and properly managing the property we will help ensure a safe community. The location of Wasatch Electric and other pods with their respective uses will help promote neighborhood compatibility with proper buffer/spacing that has been thought-out in the zone language. The Southwest quadrant also considers the need to provide well-designed housing types and configurations that help bolster a true mixed-use community.

One of the biggest benefits of this project is it will effectively extend and provide public roads/infrastructure to what has been up until now farmland. Without the Wasatch Electric project these improvements would not be being pushed forward.

The placement of the building itself and other buffering mechanisms/traffic controlling measures necessary will provide all the benefit of commercial buildings and jobs to the city and mitigate the adverse impacts to future residential neighborhoods.

Please contact us at any time with questions or comments on this application.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. D. Hart'.

Reed D. Hart
Vice President
ARCO Design/Build Salt Lake City
155 North 400 West, Suite 310
Salt Lake City, UT 84103
(832) 977-0029
rhart@arcodb.com

Economic Development **Analysis**

Executive Summary

Chart 1: Projected Values

This chart outlines the underlying assumptions for development value based on property types and associated metrics:

TYPE	SF	VALUE/SF	TOTAL VALUE
Retail	17,500	\$150	\$2,625,000
Multi-family	164	\$215,000	\$35,260,000
Warehouse/Industrial	563,626	\$130	\$73,271,380
Public Infrastructure	1	\$5,000,000	\$5,000,000
Total All Types			\$116,156,380

- **Retail:** 17,500 square feet valued at \$150 per square foot, totaling \$2,625,000.
 - **Multi-family Residential:** 164 units at \$215,000 per unit, totaling \$35,260,000.
 - **Warehouse/Industrial:** 563,626 square feet at \$130 per square foot, totaling \$73,271,380.
 - **Public Infrastructure:** A single project valued at \$5,000,000.
- The total estimated development value is **\$116,156,380** forming the foundation for tax revenue projections.

Chart 2: Tax Impact of Development

This chart illustrates the increase in tax revenues for various service providers at three levels:

SERVICE PROVIDER	TAX RATE	BASE RATE	ZONE CHANGE	FULLY IMPROVED
Jordan School District	0.004228	\$10.95	\$37,561.55	\$491,109.17
State Basic School Levy	0.001406	\$3.64	\$12,490.90	\$163,315.87
Utah Charter School - Jordan	0.000103	\$0.27	\$915.05	\$11,964.11
Salt Lake County	0.001394	\$3.61	\$12,384.30	\$161,921.99
West Jordan City	0.001499	\$3.88	\$13,317.12	\$174,118.41
Salt Lake County Library	0.000477	\$1.24	\$4,237.67	\$55,406.59
South Salt Lake Valley Mosquito	0.000009	\$0.02	\$79.96	\$1,045.41
Jordan Valley Water Conservancy	0.000341	\$0.88	\$3,029.44	\$39,609.33
Central Utah Water Conservancy	0.0004	\$1.04	\$3,553.60	\$46,462.55
Multicounty Assessing & Collecting Levy	0.000015	\$0.04	\$133.26	\$1,742.35

County Assessing & Collecting Levy	0.000155	\$0.40	\$1,377.02	\$18,004.24
TOTALS:	0.010027	\$25.97	\$89,079.87	\$1,164,700.02

1. **Base Rate:** Taxes collected before development.
2. **Zone Change:** Revenue impact from reclassification from current Greenbelt zoning to non-primary residential (taxed at full market rate).
3. **Fully Improved:** Tax revenue with added value from completed development.
For example, the Jordan School District's revenue increases from \$10.95 (base) to \$660,186.89 (fully improved). The total projected tax revenue across all entities at the fully improved level is **\$1,565,679.75**.

Relationship Between Charts

Chart 1 provides the development value assumptions, which directly feed into the tax revenue projections shown in Chart 2. The estimated property values are the basis for calculating the potential tax revenues at various stages of development, demonstrating the financial impact of proposed property improvements on local government and service funding.

OVERALL DEVELOPMENT GUIDELINES

UNIFIED PATTERN OF DEVELOPMENT

The Southwest Quadrant encourages the harmonious integration of housing product types as well as the smooth transition into commercial and industrial uses. Please see page 32 for more information on product and land use integration.

BUILDING PLACEMENT GUIDELINES

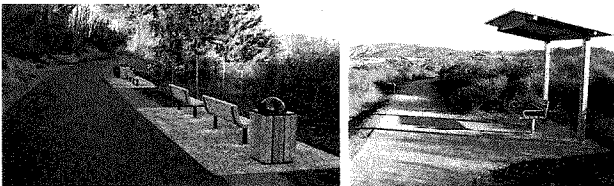
See page 33 for information on product and land use integration. Final building placements to be determined at preliminary.

All buildings in this zone, including accessory buildings, are required to comply with the setbacks provided in the Bulk & Intensity Table found on page 15 of this document.

PARKING & CIRCULATION

Relevant SWQ parking code to be adhered to with specific numbers and configurations per use to be determined at preliminary.

Please see page 34 of the Master Transportation Plan to review proposed vehicular circulation and page 30 for proposed pedestrian circulation plan.



EXAMPLE IMAGES

LANDSCAPING & SCREENING

Development within this overlay zone by its nature and intensity may not be compatible with other uses or zones. Proper screening techniques should be used to mitigate potential negative impacts to surrounding land uses. The following shall be applicable:

- Walls, fences, or landscaping setbacks/buffers shall be required adjacent to residential zones. Please see page 31 for further information.



LIGHTING GUIDELINES

Lighting throughout Jones Southwest Quadrant will follow West Jordan City standard street lighting for residential and collector streets (see WJC RD-225 and RD-235).

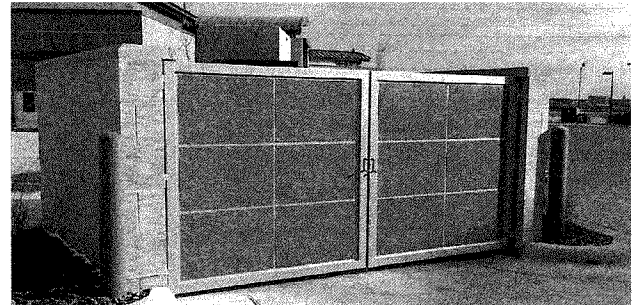
LED parking lot lights shall be provided to meet parking lot lighting requirements. Fixtures should have full cut-off baffles to prevent glare and light pollution. Pedestrian paths will have adequate lighting for pedestrian circulation within the development.

REFUSE & RECYCLING COLLECTION GUIDELINES

All relevant City requirements will be followed in the collection of refuse and recycling throughout the development with appropriate areas for dumpsters and other collection sites to be determined at preliminary.

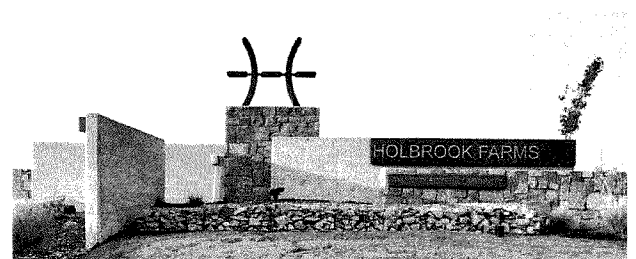


EXAMPLE IMAGES



SIGNAGE GUIDELINES

Cohesive sign design for continuity and wayfinding: sign design for buildings and pedestrian pathways should incorporate some elements of continuity with the surrounding architecture and landscape, while providing a clear and distinct identity for the project. Signage should be discreetly illuminated for nighttime navigation through Jones Southwest Quadrant.



EXAMPLE IMAGE

COMMERCIAL DEVELOPMENT GUIDELINES

DEVELOPMENT STANDARDS

The base zoning shall be applicable, unless modified or replaced as follows:

- Public roads that are on the city's master transportation plan must be improved to the level of standard designated on that plan (major arterial, minor arterial, major collector, minor collector, etc.)
- Public roads within projects must comply, at a minimum, with the city's construction standard.
- Front parking lots and driveway entrances shall be asphalt or concrete in accordance with city standards. Vehicle storage/parking needs to be impervious surfaces (concrete/asphalt). Parking shall be provided in accordance with M1 Zone. An alternative parking plan may be approved by the Zoning Administrator (if it is a minor variation) based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, and other applicable information.

INDUSTRIAL BUILDINGS

Architecture of industrial buildings where size predominates over artistic detailing shall feature clean lines and elements of vertical and horizontal articulation, or modulation (stepping portions of the façade), and use of textures and materials to reduce the apparent scale of large building walls along the primary frontage road of the building (i.e. main entrance). Clean lines are to be utilized on all walls regardless of frontage.



Horizontal and vertical articulation can be achieved with lapping walls, canopies or awnings, reveals and/or changes in materials. The architectural features shall not impair the business-critical functions, such as loading docks. Code sections 13-7B-6 B 2,3 & 4 cannot and will not be satisfied along dock walls.

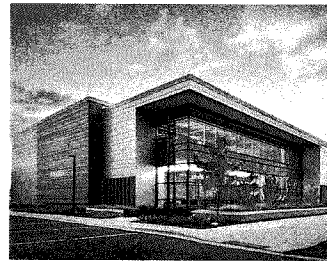
Where more than one structure is built in a complex, structures shall have similar style or theme including colors, materials, and design elements where appropriate.

OFFICE BUILDINGS

Professional office buildings shall meet the commercial design standards found in M1 Zone.

The main pedestrian or customer entrance shall be clearly identifiable and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico.

Where more than one structure is built in a complex, structures shall have similar style or theme including colors, materials, and design elements where appropriate.



RESIDENTIAL DEVELOPMENT GUIDELINES

MASSING & COMPOSITION

It will be important for the massing of homes to be scaled in such a way that it relates to residents living within Jones Southwest Quadrant and is in harmony with the surrounding area. A variety of building forms, wall planes, and roof lines will ensure that building massing does not become overpowering.

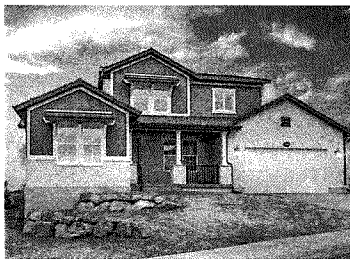
Housing Types: Apartments, townhomes, cluster homes, detached single family

Orientation: Front-load, side-load, or rear-load garages, cluster driveways

Roofs: Roof elements contribute directly to how the overall building massing relates to human scale and the topography of the surrounding areas. Roof forms can also help bring communities together visually through recurring design principles such as:

- Roof line vertical shift to provide different ridge heights and alignments
- Roof forms varied so that no single shape dominates the total roof area.
- Roof pitches for sloped roofs between 3:12 and 12:12
- Roof types: gable, hip, and partial hip

Repetition: Homes with similar floor plans and elevations should provide different architectural styles, features, colors, and materials. To ensure diversity, single-family home elevations with identical elevations and/or floor plans are not allowed next to one another or across the street from one another for a distance equal to no less than three residential lots.



Height: Apartments will be permitted a maximum height of 60 feet. Homes within the single-family high density (SFH) designation as well as townhomes will have a maximum building height of 45 feet. Those within medium, low, and very low densities will have a maximum height of 35 feet.

WALLS

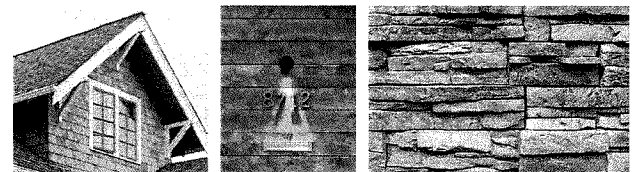
Exterior building walls, foundation walls, and site retaining walls are elements that provide opportunities to visually unify a residential community. The use of different materials and a variety of forms and heights contribute to human scale massing.

Building Walls: Walls above the foundation that create the form and mass of the home shall include the following design principles:

- For all single-family homes, a maximum single wall plane on the front or rear elevation of 25 feet, at which point the wall plane shall shift forward or backward a minimum distance of 2 feet.
- For high and medium density homes, a maximum single wall plane on any elevation of 55 feet, at which point the wall plane shall shift forward or backward.
- For low and very low densities, a maximum single wall plane on any side elevation of 50 feet, at which point the wall plane shall shift forward or backward a minimum distance of 2 feet.
- Allowed materials: natural stone, masonry brick, horizontal wood siding, board and batten, horizontal and vertical wood siding, machine sawn wood shingles, composite siding or approved equal, stucco, and steel as an accent.
- If stucco is used as the primary material on exterior walls, a minimum of two different materials shall be also be used.

Colors: Natural earth tones such as grays, tans, and browns; as well as “pure” neutrals being white and black. Soft blues, reds, and greens, with accent colors to be approved.

Single Materials: No more than 40% of homes within each density shall have a single exterior material. The allowable materials for single-materials homes are brick, natural stone, horizontal and vertical wood siding, or board and batten vertical wood siding. The remaining 60% of homes shall have at least three allowable exterior materials.



EXAMPLE IMAGES

RESIDENTIAL DEVELOPMENT GUIDELINES CONT.

Foundation Walls: Exposed exterior walls that form the basement or ground plane element of the home. Where topography dictates, foundation walls shall step up or down with grade changes to minimize the exposed foundation wall surfaces. The maximum exposed wall height for foundation walls shall be 5 feet, which must be finished with foundation plaster, stone veneer, or as board-formed concrete.

Retaining Walls: Exposed site walls that retain uphill or downhill cut and fill slopes. Retaining wall heights should be kept to a maximum height of 12 feet to maintain human scale massing, and where grade change is greater than 6 feet, retaining walls shall be tiered with a minimum of 3 feet of horizontal landscaped space between wall tiers. Allowable materials for retaining walls shall include board-formed concrete, natural boulders, and interlocking segmental blocks. Height and materials can vary if approved by city engineer.

WINDOWS & DOORS

Windows and doors are important elements that enhance and reinforce the architectural style and character of residential homes. The placement of windows and doors is critical and should be done carefully in order to maintain visual appeal, rhythm, and proportion of homes within Jones Southwest Quadrant.



Windows: Windows should be predominantly rectangular in shape and vertical in orientation, and typically as a single, paired, or in groups of three. All windows should be constructed with the following materials: renewable wood, renewable wood clad with colorfast vinyl or aluminum, metal clad coated with an approved finish, vinyl and/or fiberglass.

Doors: Doors should complement the architectural style of the home and should be of materials and finishes that are consistent with other exterior materials used on the home.

FRONT PORCHES

Each single-family home shall have a covered front porch to maintain human scale massing, create a sense of arrival, and emphasize the relationship of the home to the street.

Integration of the front porch should include:

- Porch roof forms that are consistent with the architectural style and roof form of the home.
- Porches should be a minimum of 8 inches above finished grade, with steps as an integral part of the porch design.

ARCHITECTURAL STYLE

Each home shall be consistent with the styles identified in the architectural theming and shall incorporate a minimum of 50% of the design characteristics of the particular style chosen.

ACCESSORY STRUCTURES

Accessory structures or buildings are permitted in single-family residential areas per existing city ordinances. These generally include garages and sheds, but not living quarters. In high and medium density areas, accessory structures or buildings shall not cover more than 10% of the rear yard or side yard in which it is constructed and no more than 20% in low and very low density areas.

ARCHITECTURAL REVIEW

All designs for homes (floor plans, site plans, landscape plans, elevations, colors, and materials) shall be reviewed by the Architectural Review Committee (ARC) prior to submittal to the City for building permits.

FACADE ZONES

Front and corner lot elevations that are visible from public areas are important to community character. It is imperative for these facades to be articulated to improve the street scene and aesthetics of the neighborhood. Facade zones will be identified as applicable front elevations and corner lots.

AMENITIES

Multi-family housing to follow City code 13-5N-5 #5 for number of amenities required with amenities selected from the City-provided list.

Development Phasing Plan

Development Grading Plan

DESIGN BUILDER

ARCO
DESIGN/BUILD
11500 WEST 10TH STREET, SUITE 100
DENVER, CO 80202
CIVIL ENGINEER

ENSGN
THE STANDARD IN ENGINEERING
OWNER

Gardner

TECHNICAL
Wasatch Electr
AN INTRACOR COMPANY

PROJECT TITLE
**WASATCH
ELECTRIC BTS
ELECTRIC BTS
MDP SUBMITTAL
6700 W 9000 S,
WEST JORDAN, UT
84081**

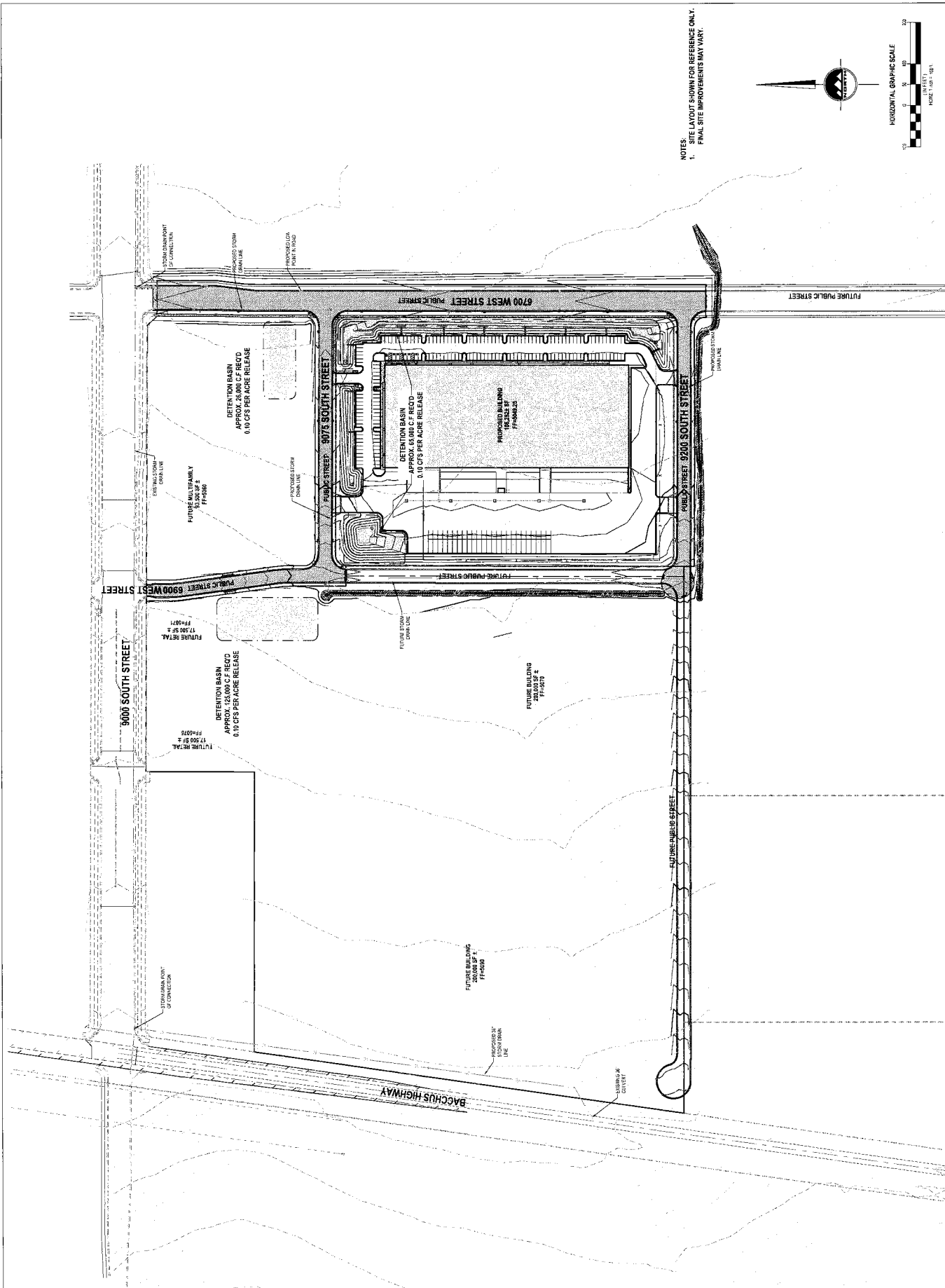
SEAL
**NOT FOR
CONSTRUCTIC**

SUBMITTALS / REVISIONS
20% DESIGN DRAWINGS
50% DESIGN DRAWINGS
90% DESIGN DRAWINGS
PROJECT NO.
PROJECT NAME
SHEET TITLE
DESIGNER
DATE

GRADING PLAN

These drawings are the property of the design engineer and shall not be reproduced or used for any other project without the written consent of the design engineer.

C201
SHEET NUMBER



NOTES:
1. SITE LAYOUT SHOWN FOR REFERENCE ONLY.
2. FINAL SITE IMPROVEMENTS MAY VARY.

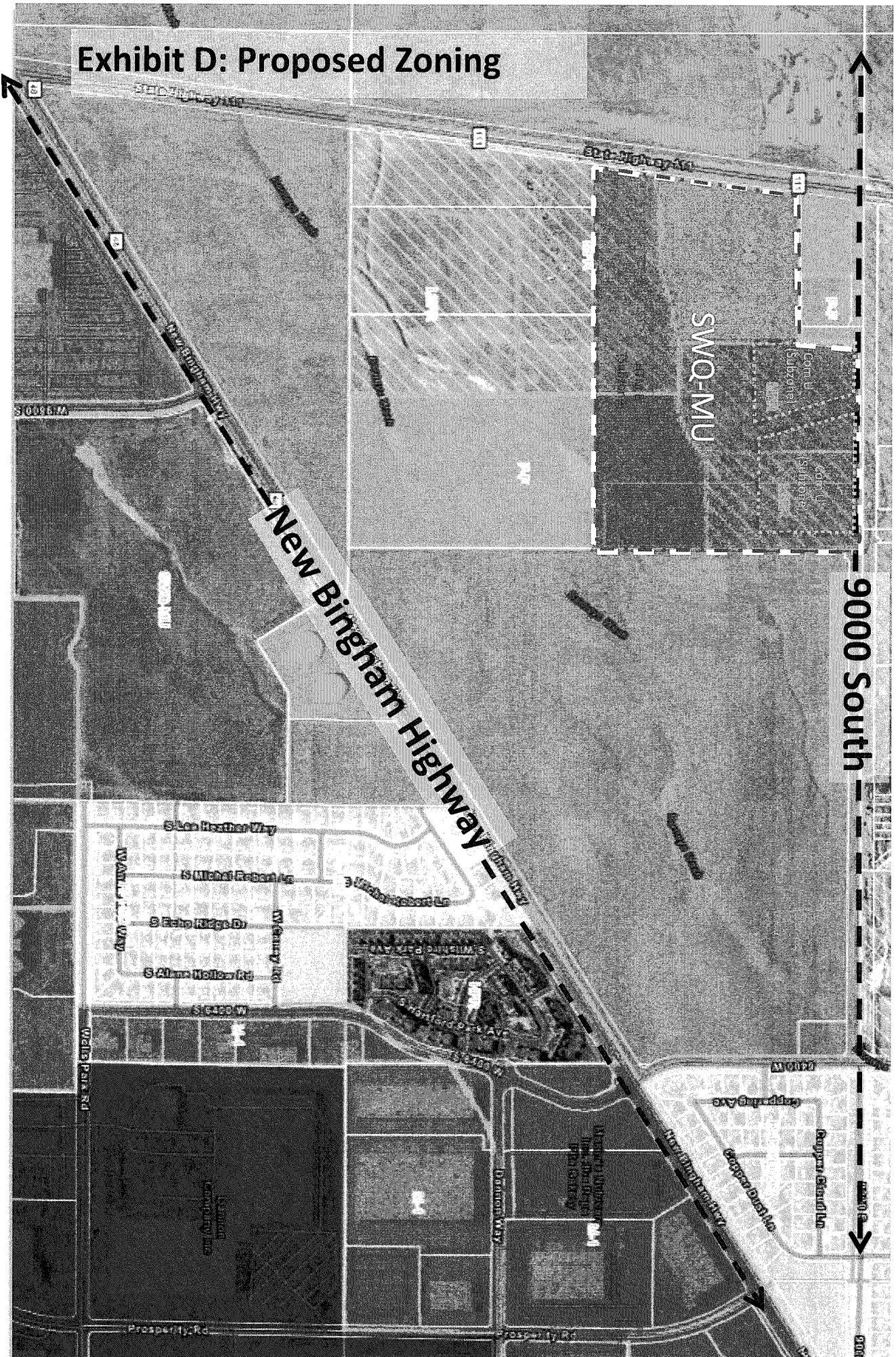
Development Utility Plan

14343598 B: 11548 P: 6767 Page 48 of 56

Exhibit C

Exhibit D

Exhibit D: Proposed Zoning



*Recording Requested By and
When Recorded Return to:*

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

For Recording Purposes Do
Not Write Above This Line

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 25-08

**AN ORDINANCE FOR APPROXIMATELY 54.199 ACRES OF PROPERTIES LOCATED AT
APPROXIMATELY 9000 SOUTH 6800 WEST,
IDENTIFIED AS THE WASATCH ELECTRIC DEVELOPMENT; AND**

AMENDING THE ZONING MAP FOR THE WASATCH ELECTRIC DEVELOPMENT

WHEREAS, the City of West Jordan (“City”) adopted the Comprehensive General Plan (“**General Plan**”) in 2023, as amended, which provides for a general plan land use map (“**General Plan Land Use Map**”), which is periodically updated; and the City adopted the West Jordan City Code (“**City Code**”) in 2009, as amended, which provides for a zoning map for the City (“**Zoning Map**”), which is periodically updated; and

WHEREAS, an application was made KC Gardner Company, L.C., a Utah Limited Liability Company dba Gardner Group (“**Applicant**”) and Equestrian Partners, LLC; V & M Jones Family, LLC; Gardner-Plumb, L.C.; and M H Jones Family, LLC (collectively “**Owner**”) for approximately 54.199 acres of real property, located at approximately 9000 South 6800 West, **Assessor’s Parcel Numbers 26-03-326-001-0000, 26-03-300-008-0000, and 26-03-400-006-0000** (“**Property**” or “**Wasatch Electric Development**”), for, in part, a *Rezone* from the Community Shopping Center (SC-2), Medium Density, Multi-Family Residential West Side Planning (MFR), Low Density, Single Family Residential West Side Planning (LSFR), and Public Facilities (P-F) Zones to the Southwest Quadrant Mixed Use (SWQ-MU) Zone (“**Application**” and “**Rezone**”); and

WHEREAS, on January 7, 2025, the Application was considered by the West Jordan Planning Commission (“**Planning Commission**”), which held a public hearing and made a *positive* recommendation to the West Jordan City Council (“**City Council**”) concerning the Rezone, based upon the criteria in City Code Sections 13-7D-6; and

WHEREAS, a public hearing was held before the City Council on January 28, 2025 concerning the Rezone; and

WHEREAS, the Applicant has agreed to and has executed a master development agreement that will govern the development of the Property (“**MDA**”), should the City Council, in its sole legislative discretion, choose to adopt the Rezone; and

WHEREAS, the City Council has reviewed, considered, and approved the MDA, subject to the conditions precedent set forth therein, including but not limited to the approval of the Rezone; and

WHEREAS, in its sole legislative discretion, the City Council now finds it to be in the best interest

of the public health, safety, and welfare of the residents of the City to approve the Rezone.

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


Section 1. Rezone. For the Property, the *Rezone is approved* from the Community Shopping Center (SC-2), Medium Density, Multi-Family Residential West Side Planning (MFR), Low Density, Single Family Residential West Side Planning (LSFR), and Public Facilities (P-F) Zones to the Southwest Quadrant Mixed Use (SWQ-MU) Zone, as per the legal description in “Attachment 1”, which is attached hereto.

Section 2. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS 28TH DAY OF JANUARY 2025.

CITY OF WEST JORDAN


Chad Lamb
Council Chair

ATTEST:


Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council	"YES"	"NO"
Chair Chad Lamb	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Chair Kayleen Whitelock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Bob Bedore	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Pamela Bloom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Zach Jacob	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kent Shelton	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Continued on next page)

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON JANUARY 31, 2025.

Mayor's Action: X Approve Veto

By:  Jan 31, 2025
Mayor Dirk Burton Date

ATTEST:

 
Tangee Sloan, CMC
City Recorder

STATEMENT OF APPROVAL OF PASSAGE (check one)

 X The Mayor approved and signed Ordinance No. 25-08.

 The Mayor vetoed Ordinance No. 25-08 on and the
City Council timely overrode the veto of the Mayor by a vote of to .

 Ordinance No. 25-08 became effective by operation of law without the
Mayor's approval or disapproval.

 
Tangee Sloan
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 4th day of February , 2025. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

 
Tangee Sloan
City Recorder

**Attachment 1 to
ORDINANCE NO. 25-08**

**AN ORDINANCE FOR APPROXIMATELY 54.199 ACRES OF PROPERTIES LOCATED AT
APPROXIMATELY 9000 SOUTH 6800 WEST,
IDENTIFIED AS THE WASATCH ELECTRIC DEVELOPMENT; AND
AMENDING THE ZONING MAP FOR THE WASATCH ELECTRIC DEVELOPMENT**

***LEGAL DESCRIPTION
PREPARED FOR WASATCH ELECTRIC:***

BOUNDARY DESCRIPTION

A parcel of land situate in the Southeast and Southwest Quarters of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of 9000 South Street, said point being South 89°46'23" East 1,497.97 feet along the section line and South 00°13'37" West 67.00 feet from the West Quarter Corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along said southerly right-of-way line the following three (3) courses:

(1) South 89°46'23" East 1,085.43 feet;

(2) South 44°46'24" East 32.33 feet;

(3) South 89°46'23" East 87.00 feet;

thence South 00°07'41" West 144.71 feet;

thence South 07°07'48" West 66.23 feet;

thence South 01°29'41" West 30.02 feet;

thence South 00°04'31" West 1,095.75 feet;

thence North 89°55'29" West 80.00 feet;

thence North 00°04'31" East 2.50 feet;

thence Northwesterly 39.27 feet along the arc of a 25.00 foot radius curve to the left (center bears North 89°55'29" West and the chord bears North 44°55'29" West 35.36 feet with a central angle of 90°00'00");

thence North 89°55'29" West 579.77 feet;

thence North 00°04'31" East 25.00 feet;

thence North 89°55'29" West 1,329.82 feet to the easterly right-of-way line of Utah Highway 111;

thence North 08°03'05" East 1,057.17 feet along said easterly right-of-way line;

thence South 89°49'31" East 681.23 feet;

thence North 00°10'31" East 263.97 feet to the point of beginning.

Contains 2,360,924 Square Feet or 54.199 Acres and 2 Lots and 1 Parcel