

*Recording Requested By and  
When Recorded Return to:*

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

14404510 B: 11583 P: 72 Total Pages: 95  
07/01/2025 01:58 PM By: jlucas Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: CITY OF WEST JORDAN  
8000 S REDWOOD RDWEST JORDAN, UT 840884604

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For Recording Purposes Do  
Not Write Above This Line

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

**ORDINANCE NO. 25-25**

**AN ORDINANCE FOR APPROXIMATELY 20.60 ACRES OF PROPERTIES LOCATED AT  
APPROXIMATELY 5600 WEST 8600 SOUTH,  
IDENTIFIED AS THE MERCED CREEK DEVELOPMENT; AND**

**APPROVAL OF A MASTER DEVELOPMENT AGREEMENT FOR SAID DEVELOPMENT,  
SUBJECT TO THE APPROVAL OF A ZONING MAP AMENDMENT (REZONE),  
GENERAL PLAN LAND USE MAP AMENDMENT,  
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 by The Boyer Company, L.C., a Utah Limited Liability Company (referred to as “Applicant”) and Sawtell Properties LLC, Boyer Airport Center II, L.C., Boyer West Jordan Residential, L.C., Yale Kilgore Investments LLC, and Kick Creek, L.L.C., each a Utah Limited Liability Company (all referred to collectively as “Property Owner”), for approximately 20.60 acres of real property, located at approximately 5600 West 8600 South and identified as Assessor’s Parcel Numbers 26-02-226-004 (“Parcel 1”), 26-02-226-006 (“Parcel 2”), 26-02-226-002 (“Parcel 3”), 26-02-200-044 (“Parcel 4”), 26-02-226-007 and 26-02-226-008 (“collectively Parcel 5”), Parcels 1 through 5 comprising approx. 19.34 acres, 26-02-200-021 (“5600 W. Vacated Parcel”, approx. 0.17 acres), and a parcel currently with no assigned “active” Parcel Number (“8600 S. Vacated Parcel”, approx. 1.09 acres) (collectively referred to as the “Property” or “Merced Creek Development”), for, in part, a request for a Master Development Agreement (which includes a Master Development Plan), subject to a rezone, general plan land use map amendment, and other conditions precedent (“Application”, “MDA”, and “Map Amendments”); and

WHEREAS, on May 20, 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 Merced Creek Development, including the MDA; and

WHEREAS, a public hearing was held before the City Council on June 24, 2025 concerning the Merced Creek 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 Map Amendments, 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 Map Amendments, 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, which includes an MDP (collectively attached in "Attachment A"), 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 Map Amendments, and by Ordinance, necessary street vacations. 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.

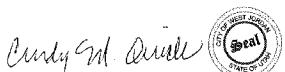
PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS 24<sup>TH</sup> DAY OF JUNE 2025.

CITY OF WEST JORDAN

Chad Lamb (Jun 25, 2025 14:03 MDT)

Chad Lamb  
Council Chair

ATTEST:



Cindy M. Quick, MMC  
Council Office Clerk

*[See the following pages.]*

**Voting by the City Council**

	<b>"YES"</b>	<b>"NO"</b>
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 JUNE 25, 2025.**Mayor's Action: X Approve \_\_\_\_\_ VetoBy: Dirk Burton  
Mayor Dirk Burton

Jun 25, 2025

Date

ATTEST:

Tangie Sloan  
Tangie Sloan, CMC  
City Recorder**STATEMENT OF APPROVAL OF PASSAGE (check one)**X The Mayor approved and signed Ordinance No. 25-25.       The Mayor vetoed Ordinance No. 25-25 on \_\_\_\_\_ and the  
City Council timely overrode the veto of the Mayor by a vote of \_\_\_\_\_ to \_\_\_\_\_.       Ordinance No. 25-25 became effective by operation of law without the  
Mayor's approval or disapproval.Tangie Sloan  
Tangie Sloan, CMC  
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 30th day of June, 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.

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*Tangee Sloan*   
Tangee Sloan, CMC  
City Recorder

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

**AN ORDINANCE FOR APPROXIMATELY 20.60 ACRES OF PROPERTIES LOCATED AT  
APPROXIMATELY 5600 WEST 8600 SOUTH,  
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SUBJECT TO THE APPROVAL OF A ZONING MAP AMENDMENT (REZONE),  
GENERAL PLAN LAND USE MAP AMENDMENT,  
AND OTHER CONDITIONS PRECEDENT**

**MASTER DEVELOPMENT AGREEMENT  
(Including Exhibits)  
For the Merced Creek 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

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For Recording Purposes, Do Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT  
For the Merced Creek Development**

The City of West Jordan, a Utah municipal corporation (the “**City**”) and The Boyer Company, L.C., a Utah Limited Liability Company (referred to collectively as “**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 (“**Effective Date**”) 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**” (as defined in Recital 1 below) are Sawtell Properties LLC, Boyer Airport Center II, L.C., Boyer West Jordan Residential, L.C., Yale Kilgore Investments LLC, and Kick Creek, L.L.C., each a Utah Limited Liability Company (all referred to collectively as “**Property Owner**”), which 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 20.60 acres of certain real property, located at approximately 5600 West 8600 South and identified as Assessor’s Parcel Numbers 26-02-226-004 (“Parcel 1”), 26-02-226-006 (“Parcel 2”), 26-02-226-002 (“Parcel 3”), 26-02-200-044 (“Parcel 4”), 26-02-226-007 and 26-02-226-008 (“collectively Parcel 5”), Parcels 1 through 5 comprising approx. 19.34 acres, 26-02-200-021 (“5600 W. Vacated Parcel”, approx. 0.17 acres), and a parcel currently with no assigned “active” Parcel Number (“8600 S. Vacated Parcel”, approx. 1.09 acres) (collectively referred to as the “**Property**”). The City may exercise the right to buy back the 8600 S. Vacated Parcel from the Master Developer, Property Owner, or subsequent landowner at the same price, without interest, if necessary to widen 8600 South, but the exercise of said buy back right shall not affect the number of residential dwelling units set forth in Recital 4 below, nor shall it require that any displaced parking spaces be relocated. Merced Creek is located to the south of 8600 South and to the west of 5600 West. See the Legal Description of the Property attached as **Exhibit A** and the Master Development Plan (which shows the location of the Property) attached 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 Medium-Density Residential, Neighborhood Commercial, and Regional Commercial General Plan Land Use Map Designations and is being redesignated to the **High Density Residential General Plan Land Use Map Designation**. The Property is currently located in the SC-2, SC-3, and HFR Zones (collectively “**Current Zone**”) and the entire Property is being rezoned by replacing the Current Zone with the Planned Community Zone (PC) and by adding the Interchange Overlay Zone (IOZ) (collectively “**New Zone**” and “**Rezone**”). The General Plan Land Use Map Designation amendments and the Rezone are collectively referred to as “**Map Amendments**”. 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 IOZ.

3. Master Developer has sufficient resources to develop the Project in its entirety. Master Developer acknowledges and agrees that the City has represented that it 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 20.60-acre Development is a high-density residential development, with a maximum of 584 residential Dwelling Units (with a density of 28.35 units per acre). Master Developer shall make commercially reasonable efforts, in Master Developer’s discretion, to assist the City in accomplishing Moderate Income Housing Strategy A, adopted in Section 8 of the City’s General Plan, by constructing qualifying Moderate Income Housing units.

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** – Master Development Plan

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 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, authority, and obligations 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 Map Amendments. The rights, authority, and obligations 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 Map Amendments.

3. Approval of Two Street Vacations and the Sale of Surplus Real Property. The rights, authority, and obligations 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 two Street Vacations and the Sale of Surplus Real Property; and Master Developer pays the City for the real property in the street vacations.

4. Closing on the Property Transactions. After the approval of the Agreement, the Map Amendments, and the two Street Vacations and the Sale of Surplus Real Property by the City Council, the rights, authority, and obligations 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 Master Development Plan and all the other Exhibits and the Rezone, and (ii) second, the requirements and benefits provided for in relation to the New Zone under the City's Land Use Regulations in effect as of the Effective Date. 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 Map Amendments, and the Governing Regulations.

2. Limited City Utility Infrastructure. Master Developer acknowledges and agrees that the City has represented that it currently has limited utility infrastructure available for the Project and agrees that development is subject to 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 set forth in 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 following specific public utility infrastructure issues also exist:

- a. Notwithstanding the foregoing, the City shall make all reasonable efforts to assist in providing all the infrastructure and utilities necessary for the completion of this Development. In particular, the City does not guarantee any amounts of culinary water ("source water") to be provided by the Jordan Valley Water Conservancy District;
- b. Master Developer shall extend the 30-inch sanitary sewer line in New Bingham Highway with Hobas pipe in accordance with the Overall Sewer Utility Plan in the Master Development Plan (Exhibit B); and
- c. Master Developer shall rebuild the 12-inch waterline in place of the other waterline in the easement, in accordance with the Overall Water Utility Plan in the Master Development Plan (Exhibit B).

3. Trails and Open Space Improvements; Flood Plain Areas. The City shall own, in fee simple, the "excessive slope" area to the south of 8600 South and to the north of the vacated area being purchased by Master Developer. Despite the City's ownership of the "excessive slope" area (along 8600 South), the Home Owners Association ("HOA") for the Development shall enter into an agreement to maintain, in perpetuity, the "excessive slope" area. This agreement shall include, among other things, maintenance standards and the grant of a maintenance right and obligation to the HOA. The HOA shall own and maintain, in perpetuity, all the other trails and open space improvements within the perimeter of the Development. Any areas designated by the federal government as "flood plains" shall be maintained, in perpetuity, by the HOA to the standards required by the federal government, Salt Lake County, and the City. Finally, Master Developer shall complete all permitting requirements and design for piping, and then pipe, Barney's Wash through the entire Development.

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 Map Amendments and Master Development Plan, all applicable Building Design Elements of the City in effect as of the Effective Date, including those of the IOZ and the Master Development Plan, 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 and Connections. In consideration for the Map Amendments and the development rights granted pursuant to this Agreement, Master Developer and Master Developer's successors-in-interest:

- a. For those one-bedroom residential Dwelling Units which are rented, shall not charge additional amounts for one surface parking space per Unit; but rather, all charges for one parking space per Unit shall be included in the base rent charged; and
- b. For those two-bedroom and three-bedroom residential Dwelling Units which are rented, shall not charge additional amounts for one surface parking space and one covered stall parking space per Unit; but rather, all charges for such parking spaces per Unit shall be included in the base rent charged; and
- c. Shall ensure connection to, dedication of, and construction of stub streets, traffic calming measures, etc., within the Project, necessary for future development and to connect to any existing development, pursuant to the City's Land Use Regulations, all as depicted on the Overall Phasing Plan in the Master Development Plan (Exhibit B).

6. Traffic, including Traffic Signals and Traffic Impact Study. Master Developer shall provide the City a Traffic Impact Study and shall comply with all other City and other government traffic standards, as reasonably required by the City's Traffic Engineer based on the Traffic Impact Study. Master Developer shall also construct and install, with the Phase that it is a part of, all necessary infrastructure and improvements to provide for adequate traffic signals and roadway design signal timing for Frisco Drive, with reimbursements available from the RDA of the City to Sawtell Properties LLC pursuant to the Purchase and Sale Agreement between the RDA of the City and Sawtell Properties LLC dated March 9, 2023 (including but not limited to section 9.6 therein) and the Road and Easement Agreement between the RDA of the City and Sawtell Properties LLC dated contemporaneously therewith (including but not limited to sections 4.1 and 4.2 therein).

#### **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 Effective Date, 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 as described in the Exhibit A. 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 Master Developer: ATTN: Brian Gochnour, COO  
The Boyer Company  
101 South 200 East, Ste. 200  
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 supersedes 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 and/or the Property Owner or its/their 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 (as to the Phase). 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 (not drafts) formally submitted to the City that are related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

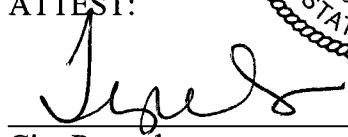
26. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

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.

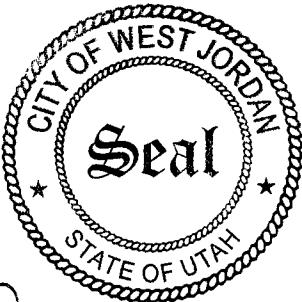
28. Estoppel Certificate. Upon twenty (20) days' prior written request by Master Developer, the City will execute an estoppel certificate to any third party certifying that Master Developer at that time is not in default of the terms of this MDA.

**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.

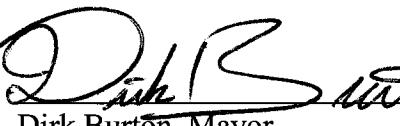
ATTEST:



City Recorder



By:

  
Dirk Burton, Mayor

*[Acknowledgment on next page.]*

## ACKNOWLEDGMENT

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

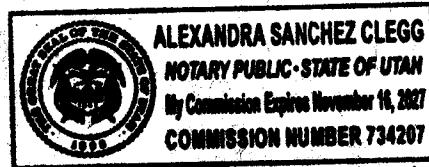
On this 1<sup>st</sup> day of July, 2025, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Tanee Sloan, the City Recorder of the City of West Jordan, and the persons who executed 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.

  
W. Shelly  
Notary Public for Utah

APPROVED AS TO FORM

City Attorney's Office



Comm expires 11/16/2027  
Comm. number: 734207

**[Additional signatures on the following pages.]**

The Boyer Company, L.C.,  
a Utah Limited Liability Company  
("MASTER DEVELOPER")

Its: Manager

By (Sign): Nathan Boyer

Print Name: Nathan Boyer

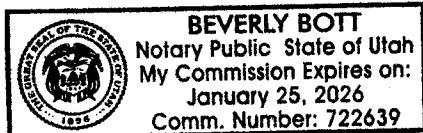
Its (Title): Manager

### ACKNOWLEDGMENT

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

On this 18<sup>th</sup> day of June, 2025, before the undersigned notary public in and for the said state, personally appeared Nathan Boyer, known or identified to me to be the Manager of **The Boyer Company, 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.



Beverly Bott  
NOTARY PUBLIC

### OWNER ACKNOWLEDGEMENT AND CONSENT

**Sawtell Properties LLC**, a Utah Limited Liability Company, is a Property Owner of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT For the Merced Creek 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.

**Sawtell Properties LLC, a Utah Limited Liability Company**

By (Sign): *BL*

Print Name: *Barrett Peterson*

Its (Title): *Manager*

### ACKNOWLEDGMENT

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

On this 18<sup>th</sup> day of *June*, 2025, before the undersigned notary public in and for the said state, personally appeared *Barrett Peterson*, known or identified to me to be the *Manager* of **Sawtell Properties 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.



*Lori Johnstun*  
NOTARY PUBLIC

### OWNER ACKNOWLEDGEMENT AND CONSENT

**Boyer Airport Center II, L.C.**, a Utah Limited Liability Company, is a Property Owner of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT For the Merced Creek 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.

**Boyer Airport Center II, L.C.,**  
a Utah Limited Liability Company

By (Sign): 

Print Name: Nathan Boyer

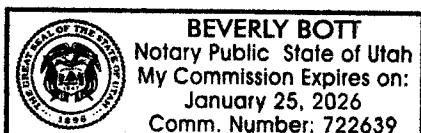
Its (Title): Manager

### **ACKNOWLEDGMENT**

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

On this 18<sup>th</sup> day of June, 2025, before the undersigned notary public in and for the said state, personally appeared Nathan Boyer, known or identified to me to be the Manager of **Boyer Airport Center II, 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.



Beverly Bott  
NOTARY PUBLIC

### OWNER ACKNOWLEDGEMENT AND CONSENT

**Boyer West Jordan Residential, L.C.**, a Utah Limited Liability Company, is a Property Owner of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT For the Merced Creek 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.

**Boyer West Jordan Residential, L.C.,**  
a Utah Limited Liability Company

By (Sign): *Nat CB*

Print Name: *Nathan Boyer*

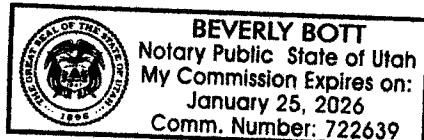
Its (Title): *Manager*

### **ACKNOWLEDGMENT**

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

On this 18<sup>th</sup> day of June, 2025, before the undersigned notary public in and for the said state, personally appeared Nathan Boyer, known or identified to me to be the Manager of **Boyer West Jordan Residential, 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.



*Beverly Bott*  
NOTARY PUBLIC

### OWNER ACKNOWLEDGEMENT AND CONSENT

**Yale Kilgore Investments LLC**, a Utah Limited Liability Company, is a Property Owner of the Property referenced in the agreement entitled “MASTER DEVELOPMENT AGREEMENT For the Merced Creek 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.

**Yale Kilgore Investments LLC,**  
a Utah Limited Liability Company

By (Sign): JK

Print Name: Barrett Peterson

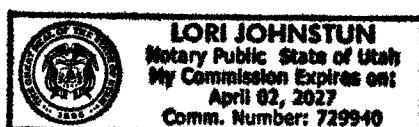
Its (Title): Manager

### **ACKNOWLEDGMENT**

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

On this 18<sup>th</sup> day of June, 20\_\_, before the undersigned notary public in and for the said state, personally appeared Barrett Peterson known or identified to me to be the Manager of **Yale Kilgore Investments 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.



Lori Johnston  
NOTARY PUBLIC

### OWNER ACKNOWLEDGEMENT AND CONSENT

**Kick Creek, L.L.C.**, a Utah Limited Liability Company, is a Property Owner of the Property referenced in the agreement entitled “MASTER DEVELOPMENT AGREEMENT For the Merced Creek 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.

**Kick Creek, L.L.C.,**  
a Utah Limited Liability Company

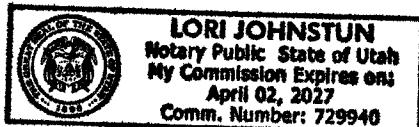
By (Sign): BL  
 Print Name: Barrett Peterson  
 Its (Title): Manager

### ACKNOWLEDGMENT

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

On this 18th day of June, 2025, before the undersigned notary public in and for the said state, personally appeared Barrett Peterson known or identified to me to be the Manager of **Kick Creek, L.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.

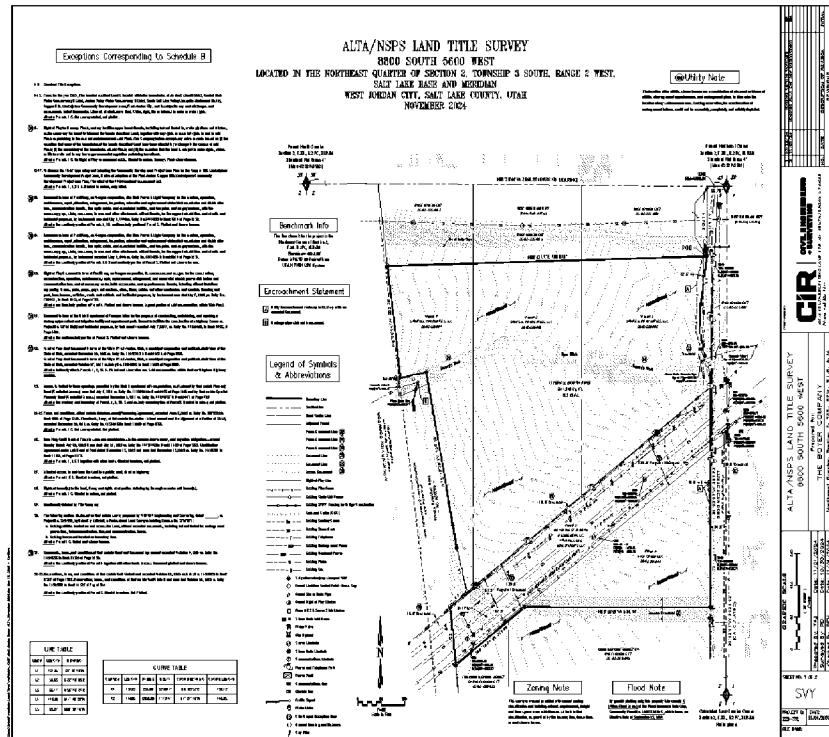
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Lori Johnston  
 NOTARY PUBLIC

## Exhibit A





### Roadway Vacation

A parcel of land being part of an entire tract described as "Parcel B" on that Special Warranty Deed recorded November 22, 2002 as Entry No. 8431265 in Book 8689, at Page 1030 in the Office of the Salt Lake County Recorder. Said parcel is located in the Northeast Quarter of Section 2, Township 3 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

**Beginning** on a westerly boundary line of said "Parcel B", which is 66.78 feet N.  $89^{\circ}38'44''$  W. along the Section Line and 174.71 feet South from the Northeast Corner of said Section 2; thence N.  $88^{\circ}43'11''$  E. 12.63 feet; thence S.  $00^{\circ}03'01''$  W. 296.58 feet; thence N.  $22^{\circ}10'03''$  W. 50.83 feet to a point of tangency with 236.00 – foot radius curve to the left, concave easterly; thence Northerly 131.83 feet along the arc of said curve, through a central angle of  $32^{\circ}00'17''$ , (Chord bears N.  $06^{\circ}09'52''$  W. 130.12 feet); thence N.  $09^{\circ}50'19''$  E. 121.65 feet to the **Point of Beginning**.

The above-described tract contains 7,401 sq. ft or 0.169 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** N.  $89^{\circ}38'44''$  W. along the Section line between the Northeast Corner and the North Quarter Corner of said Section 2, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

8600 SOUTH STREET  
(Public Right-of-Way)

SAWTELL PROPERTIES, LLC  
26-02-226-002

WEST JORDAN CITY  
26-02-200-021

**LEGEND**

- Boundary
- Adjacent parcel
- ▨ Roadway Vacation

**LINE TABLE**

LINE #	LENGTH	BEARING
L1	12.63	N88° 43' 11"E

**EXHIBIT "B"**

CITY OF WEST JORDAN  
Roadway Vacation

Assessor Parcel No:  
26-02-200-021

Part of the Northeast Quarter  
Sec. 2, T.3S., R.2W., S.L.B.&M.

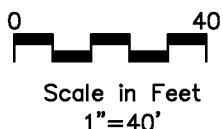
PREPARED BY:

**CIR**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095

Date: March 26, 2025

**CIVIL ENGINEERING  
+ SURVEYING**



West Jordan Acquisition Parcel

A parcel of land located in the Northeast Quarter of Section 2, Township 3 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:

**Beginning** at a point which is 66.78 feet N.  $89^{\circ}38'44''$  W. along the Section Line and 174.71 feet South from the Northeast Corner of said Section 2; thence S.  $88^{\circ}43'11''$  W. 1,090.10 feet to a easterly right-of-way line of Mountain View Corridor (SR-85) having UDOT Project No.: MP-0182(6); thence along said easterly right-of-way line the following two (2) courses:

1) N.  $09^{\circ}00'44''$  W. 48.23 feet; 2) N.  $01^{\circ}39'09''$  W. 8.28 feet to a toe of slope; thence along said toe of slope the following five (5) courses: 1) S.  $82^{\circ}59'14''$  E. 25.08 feet; 2) S.  $87^{\circ}10'05''$  E. 69.22 feet; 3) S.  $89^{\circ}24'24''$  E. 334.59 feet; 4) N.  $85^{\circ}13'05''$  E. 179.95 feet; 5) N.  $81^{\circ}01'34''$  E. 69.63 feet to a point 1.0' southerly of an existing sidewalk; thence along a line parallel and perpendicularly 1.0' southerly of said existing sidewalk the following four (4) courses:

1) S.  $89^{\circ}56'58''$  E. 67.04 feet; 2) S.  $84^{\circ}29'23''$  E. 159.71 feet; 3) N.  $89^{\circ}59'36''$  E. 102.72 feet; 4) N.  $82^{\circ}58'04''$  E. 59.86 feet to the westerly right-of-way line of 5600 West Street; thence S.  $39^{\circ}45'22''$  E. 51.27 feet along said right-of-way line to the **Point of Beginning**.

The above-described parcel contains 47,353 sq. ft or 1.087 acres, more or less.

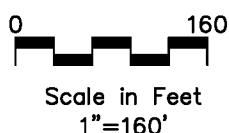
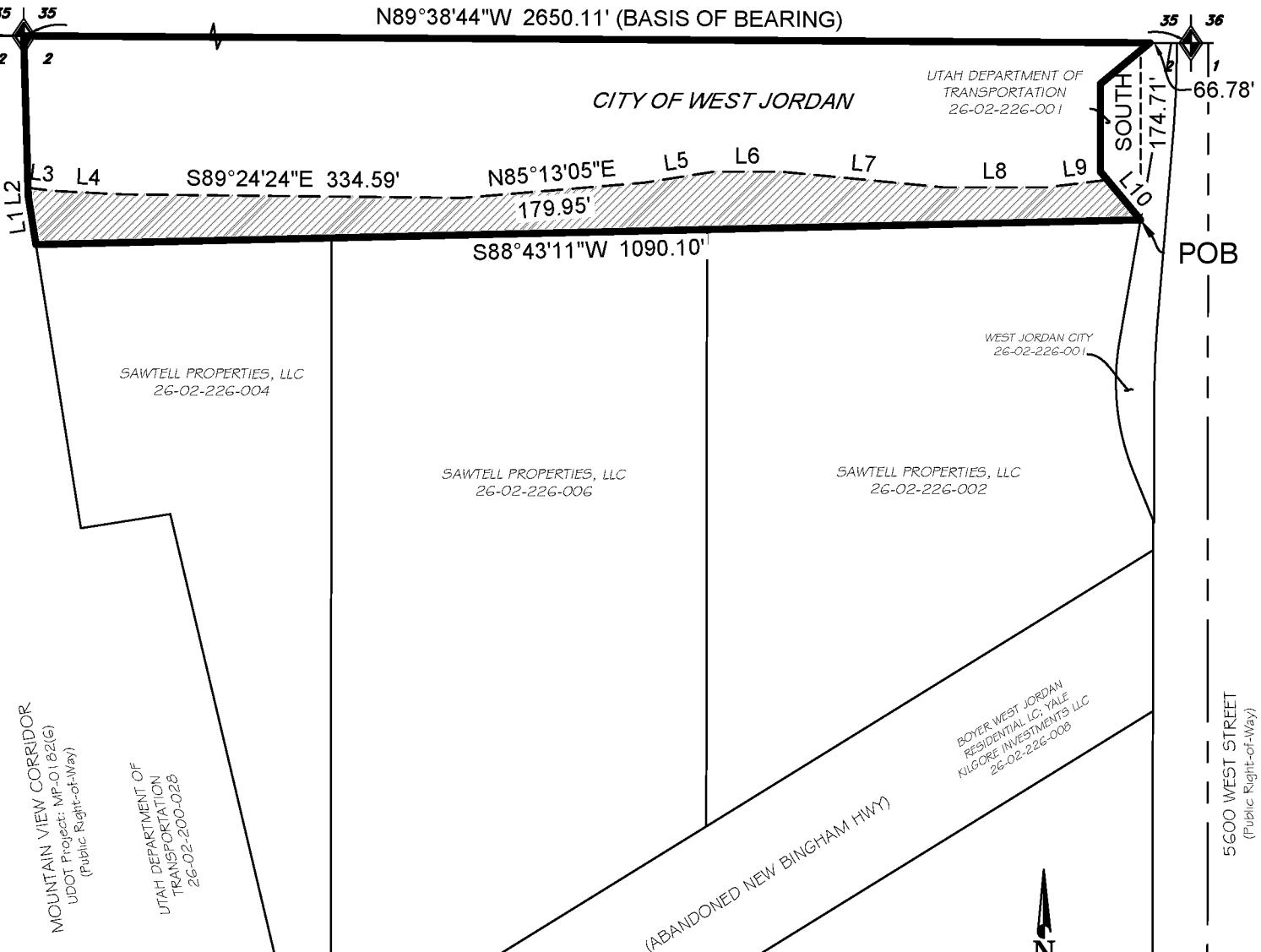
**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** N.  $89^{\circ}38'44''$  W. along the Section line between the Northeast and the North Quarter Corner of said Section 2, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Found North Quarter  
Section 2, T.3S., R.2W., SLB&M  
Standard Flat Brass 4"

Found Northeast Corner  
Section 2, T.3S., R.2W., SLB&M  
Standard Flat Brass 4"

N89°38'44"W 2650.11' (BASIS OF BEARING)



**LEGEND**

- Boundary
- ▨ Acquisition Area
- Adjacent parcel

CITY OF WEST JORDAN  
Merced Creek Aquisition Exhibit

PREPARED BY:

**CIR**

**CIVIL ENGINEERING  
+ SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095

Date: May 27, 2025

Northeast Quarter, Sec. 2, T.3S., R.2W., S.L.B.&M.

Page 2 of 2

## Exhibit B



# MERCED CREEK

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## DEVELOPMENT PLAN



**BOYER**

**Petersen**  
DEVELOPMENT

**FFKR**  
ARCHITECTS

**CIR**  
CIVIL ENGINEERING • SURVEYING

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# INTRODUCTION

## OVERVIEW

Merced Creek is a master-planned 584-home multifamily community on approximately 20.6 acres bordered by 5600 West to the east, the new 8600 South Overpass bridge to the north, and Mountain View Corridor to the west. The site is currently zoned as both High-Density Multifamily in the northern section of IOZ Zone A, the proposed project area, and Commercial Designations to the South of IOZ Zone A. Future land use designation are consistent specifying City Center/ Neighborhood TSOD Center all situated within the Interchange Overlay Zone (IOZ) Area A. The project aims to deliver high-quality multifamily housing that complements the surrounding area, and further enhances the value of the City's current RDA land holdings to the south.

The development will unfold in three phases: the first phase will include 268 units on the northern part of the site, followed by a second phase featuring 164 units, and a third phase with 152 units. The proposed four-story residential buildings will utilize high-quality materials, such as fiber cement siding and expansive glass elements to enhance natural light. This design approach is intended to harmonize with the existing community and provide an attractive living environment.

In addition to residential units, the development will feature ample greenspace, offering 17.5% open space and exceeding the requirement of 10%, and over 27% landscaping exceeding the requirement of 15%. The community also provides a fully amenitized playground, clubhouse, courtyard, a dog park & run, pool & spa, lawn areas, interconnected trails and paths, bike storage package lockers, and picnic areas. The plan seeks to balance density with livability, ensuring that the community integrates seamlessly with its surroundings while providing desirable amenities.

## LAND DEVELOPMENT REGULATIONS & CODE VARIATIONS

As outlined in the Master Development Agreement for Merced Creek, the development will proceed in accordance with: (1) the Master Development Agreement; (2) the approved Master Development Plan; and (3) any applicable standards established in the City's Vested Laws, particularly those pertaining to the Interchange Overlay Zone (IOZ) Area A.

This three-phase development is designed to comply with local zoning regulations through thoughtful design and community integration. The project will include significant green spaces and amenities that foster a sense of community, thereby enhancing the overall livability of the area. The development team, comprised of The Boyer Company and Peterson Development, is committed to creating a vibrant, attractive residential environment that fits the City's long-term vision of the Interchange Overlay Zone.

## PROJECT LOCATION MAP



ALTA SURVEY SHOWING EXISTING FEATURES | MERCED CREEK DEVELOPMENT PLAN

BOYER

ALTA/NSPS LAND TITLE SURVEY  
SIXTY-NINTH MILE WEST  
LOCATED BY THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 3 WEST,  
WEST ARKANSAS CITY, SALT DAKOTA COUNTY, TEXAS

**Report Legal Description**

ALTA SURVEY SHOWING EXISTING FEATURES

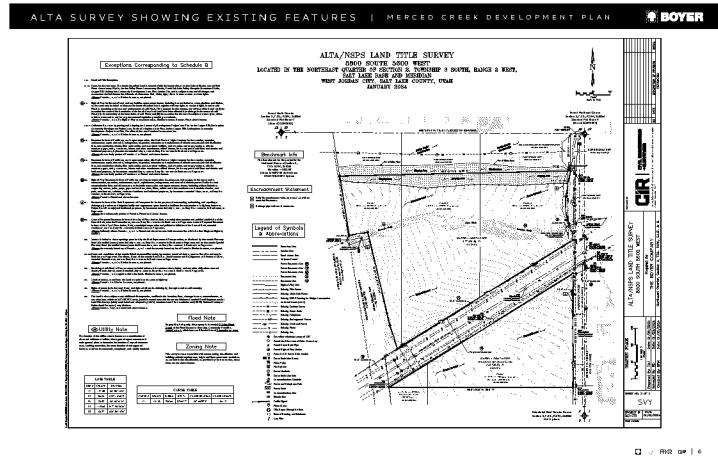
**Property Lines**

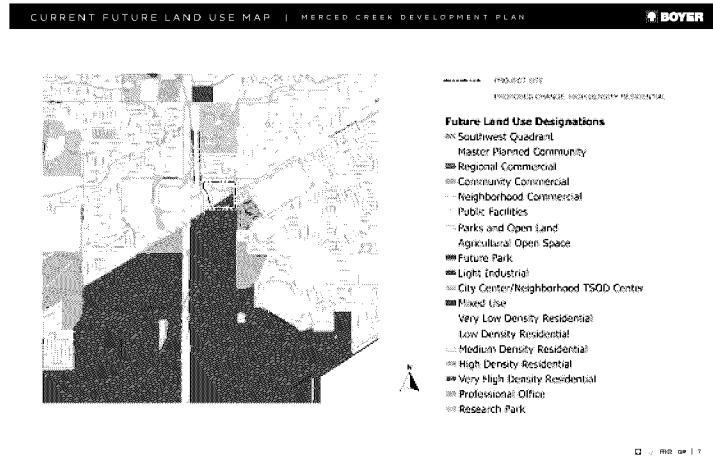
**Surveyor's Certificate**

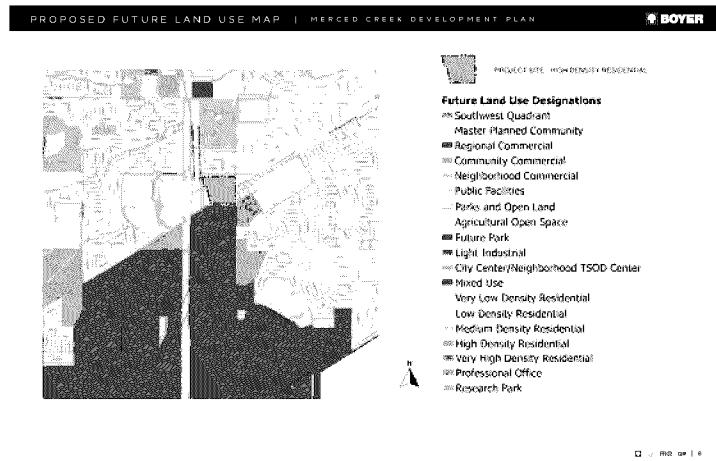
**Stamp**

ALTA/NSPS LAND TITLE SURVEY  
MAY 2001 90-420  
THE BOYER SURVEYING CO., INC.  
1000 N. BROADWAY, SUITE 100  
OKLAHOMA CITY, OK 73102-3100  
405-232-1111  
SVY

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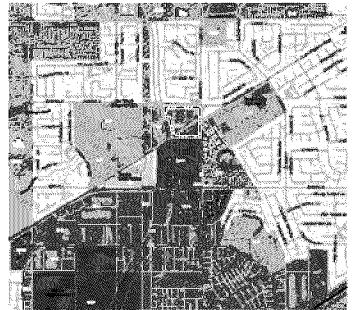








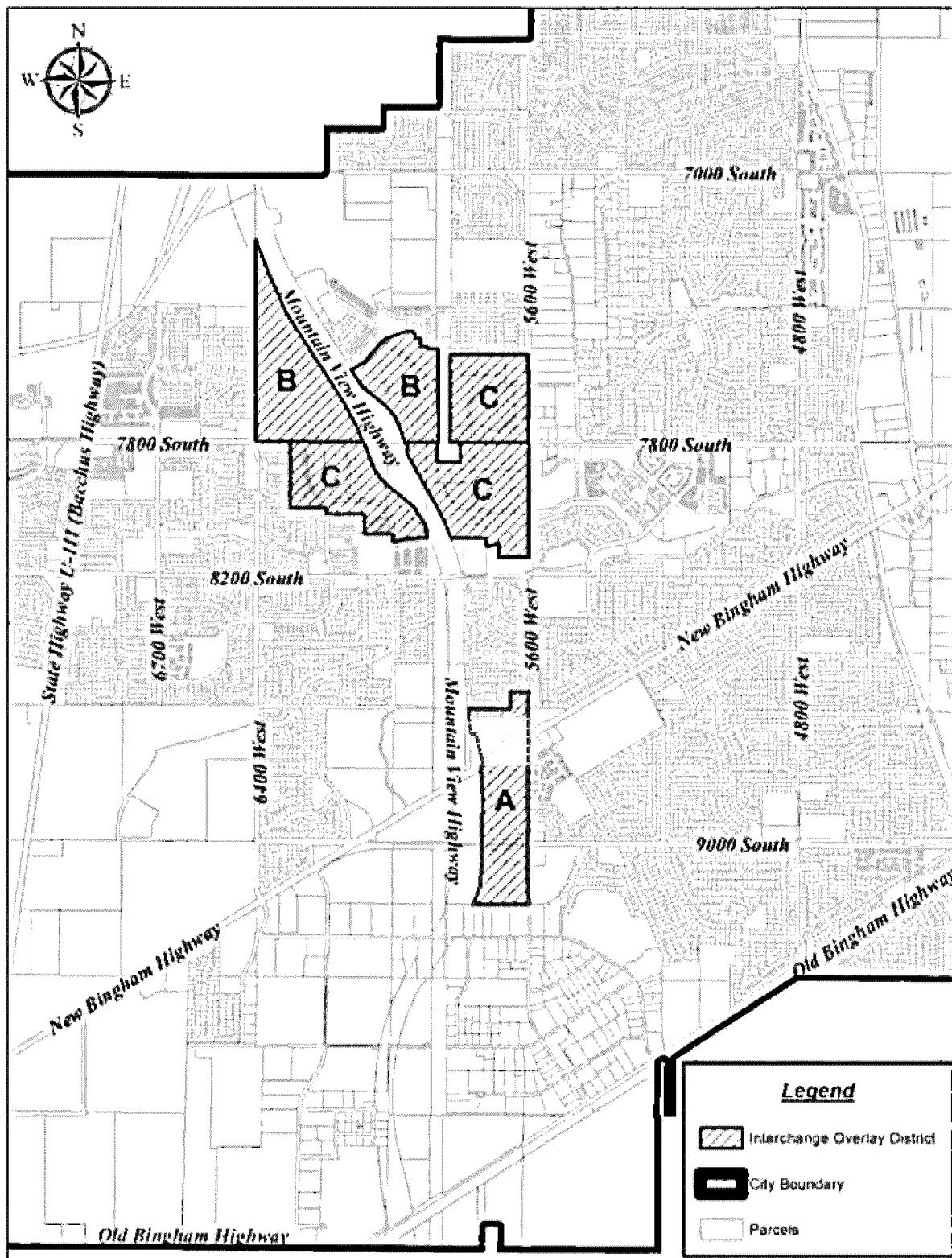
PROJECT NPS  
PROPOSED FUTURE LAND USE, CHANGE  
HIGH DENSITY RESIDENTIAL



## LEGEND

- Project Site
- A - Agricultural
- P-O - Professional Office
- R-1 - Single Family Residential
- SC 2 - Community Shopping Center
- SC 3 - Regional Shopping Center
- M-1 - Light Manufacturing
- M-2 - Heavy Manufacturing
- P-A - Planned Community
- MH - High Density Multi-Family (West Side)
- P-F - Public Facilities

## INTERCHANGE OVERLAY ZONE ZONING MAP



PROJECT SITE

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L A N D   U S E  
&   D E S I G N  
S T A N D A R D S

## LAND USE VISION

The Merced Creek community will feature a variety of unit types to meet a broad range of potential residents. Each building will offer one bedroom, two bedroom and three-bedroom options to meet different needs of each resident based on their lifestyle goals. The units provide substantial space for residents to enjoy a comfortable lifestyle while also providing ease of access to their home and the enjoyment of onsite amenities at their leisure. This mix of unit types, and the ability to meet different resident needs ultimately harmonizes the project and its surrounding vibrance.

## IOZ MULTIFAMILY DESIGN STANDARDS

Merced Creek carefully addresses the IOZ Multifamily Design Standards in siting, architecture, height, access, materials, and other requirements. The table beginning on page 13 details how each section is addressed and compliant with current code standards. The community aims to meet the comprehensive vision for the Interchange Overlay Zone.

## OPEN SPACE & AMENITIES

Merced Creek includes open space and amenities that are designed to provide residents a place to find refuge, recreation, entertainment and enjoying the inherent natural beauty of the surrounding area. The entire community is accessible via an interconnected network of paths and trails that also connect to the broader West Jordan trail system, specifically with the Ron Wood Baseball Complex directly to the west. The open space provided 17.5%, exceeds the required 10% open space for the site with ample landscaping and publicly accessible trails.

The primary amenities for the community will be a 1) fully amenitized clubhouse 2) pool and spa which includes a gathering area with BBQs and pergolas 3) a custom playground including oversized playstructures 4) a dog park & run 5) an interconnected trail system both internal and external to the community and 6) fully accessible community gardens for the residents. Not only are these programmed areas part of the community, but the ample open space will provide an ease of living while connected to natural living for the residents.

## IOZ MULTIFAMILY DESIGN STANDARDS

Multi-Family Building Requirements:	Compliant	Non-Compliant	Not Included in Project
<b>Siting:</b>			
The front yard setback is <b>0-20 feet</b> .	X		
If the building is over 30 feet tall, the rear and side yards adjacent to single-family homes or townhomes need a <b>transitional height-to-setback ratio</b> . This means for every foot over 30 feet in height, the setback increases by one foot, starting from the required side or rear yard.	X		
Parking should be located on the side, back, in a parking garage, or underneath the building.	X		
Minimum side yard setbacks are <b>10 feet</b> .	X		
Minimum rear yard setbacks are <b>15 feet</b> .	X		
The building must cover at least <b>60% of the front yard width</b> .	X		
At least <b>one functional door facing the street</b> must be located along the front face.	X		
<b>Architecture:</b>			
Four-sided architecture is required.	X		
The first floor needs distinct architecture to differentiate it from the upper floors.	X		
A minimum of <b>15% of the first floor facing the street must be transparent glass</b> .	X		
Facade variation is required every <b>150 feet</b> , achieved through a 1-foot reveal, varying building materials, or a combination of both.	X		
A maximum of <b>five buildings with the same or similar architecture</b> are allowed in one development.	X		
No facade of a multi-family building can exceed <b>350 feet in length</b> .	X		
Roofs can be flat or pitched. Pitched roofs must use non-reflective materials.	X		
<b>30% of the residential units</b> must have a minimum <b>60 square foot balcony</b> .	X		
<b>Height:</b>			
Minimum of <b>two stories</b> .	X		
Maximum of <b>four stories</b> , which can be increased to <b>five stories if structured parking is included within the building</b> .	X		
Buildings directly adjacent to SR-85/Mountain View Corridor can be a maximum of <b>seven stories</b> for sound abatement purposes.	X		
Rooftop common space is not included in the height calculation.	X		X
<b>Access:</b>			
Alley and interior street access is encouraged.	X		
Alternatively, <b>one driveway is required for every 300 feet</b> .	X		
<b>Materials:</b>			
Allowed materials include <b>brick, stone, cement composite materials, stucco, and durable metal accents</b> .	X		
<b>Open Space and Amenities:</b>			
Multi-family buildings are subject to the <b>overall development's requirement of 10% improved, usable open space</b> with a combination of xeriscaping and gathering spaces.	X		
These buildings must also comply with the <b>amenity requirements</b> outlined in subsection F4 and F5, which vary based on the number of dwelling units.	X		
<b>Other Requirements:</b>			
<b>Landscaping</b> is required for side yards and rear yards.	X		
<b>Fencing</b> is required between areas of different building types.	X		
<b>Lighting</b> must comply with dark sky requirements.	X		
<b>Parking</b> is encouraged to be in garages, parking lots, parking structures, and underground/first-floor structured parking.	X		
<b>Garbage and recycling enclosures</b> are required and must meet specific design standards.	X		
<b>Undergrounding of utilities</b> is required.	X		
*This is a Phased development that will likely have different architectural styles to articulate the design elements of the community in each Phase.			

## IOZ MULTIFAMILY DESIGN STANDARDS CONTINUED

<b>Itemized Requirements for Multi-Family Developments</b>					
Here's a breakdown of the requirements for Streets, Landscaping, Lighting, Parking, Open Space, Signs, and Site Design for Multi-Family developments based on the provided excerpt from "westjordanut-1.pdf":					
<b>Streets</b>					
<p><b>Complete Streets:</b> Streets should prioritize being "complete streets" to the greatest extent possible, providing convenient freeway access for vehicles, pedestrians, bicyclists, and public transit users.</p>					
<b>Street Tree Plan:</b> A detailed plan outlining the types, placement, and maintenance of trees along streets is required.		X			
<b>Street Lighting Plan:</b> A plan is needed specifying the placement and type of streetlights, utilizing dark sky compliant fixtures to minimize light pollution.		X			
<b>Bus Stop Provisions:</b> If bus service exists or is anticipated, the Final Development Plan should include potential bus shelter locations, which should be built during the construction process.		X			
<b>Block Length Limits:</b> With the exception of Peripheral Major Roads, the maximum block length is 500 feet to promote walkability and connectivity.		X			
<b>Cul-de-Sac Minimization:</b> The use of cul-de-sacs should be minimized to improve connectivity within the development.					X
<b>Landscaping</b>					
<p><b>Park Strips:</b> Park strips between sidewalks and streets require efficient irrigation and landscaping.</p>					
<b>Planting Requirements:</b> Plant street trees in accordance with the Street Tree Plan, and incorporate live plant material.		X			
<b>Town Center Exceptions:</b> In town center areas, tree wells with colored concrete or pavers can be used as an alternative to traditional landscaping.					X
<b>Xeriscaping Options:</b> Xeriscape designs can be utilized for up to 50% of the park strip landscaping using inert materials. To avoid uniformity, break up large areas of inert materials with elements like boulders or other materials.		X			
<b>Landscaping Features:</b> The comprehensive landscaping/xeriscape plan must incorporate trees, designated ornamental plant beds, and areas for gathering and activities. Turf grass should make up no more than 25% of the total landscaped area.		X			
<b>Side Yards and Rear Yards:</b> These areas need to be efficiently irrigated and landscaped with a combination of medium-size trees (one per 300 square feet) and turf.		X			
<b>Xeriscaping Allowance:</b> Xeriscape is permitted for spaces smaller than 12 feet, and these plans should still include trees.		X			
<b>Fencing:</b> Fencing (6 feet tall, light-proof) is required between areas with different building types and is optional for other areas at the developer's or property owner's discretion.		X			
<b>Front Yards:</b> Front yards require efficient irrigation and landscaping with a mix of trees, shrubs, turf, and inert materials.		X			
<b>Hardscape Proportion:</b> Inert/hardscape materials can constitute up to 50% of the front yard.		X			
<b>Town Center Front Yards:</b> Front yards in town centers can be hard surface plazas with provisions for seating and shade.					X
<b>Neighborhood Defining Landscape Themes:</b> Within each area of similar building types, street trees should contribute to a consistent landscape theme.		X			
<b>Lighting</b>					
<p><b>Streetlights:</b> Distinctive streetlights should be used to define different neighborhoods within an IOZ area. Streetlights must be chosen from the City's list of approved lights. All lights need to be dark sky compliant and use the most energy-efficient fixtures approved by Public Works while maintaining a reasonable cost.</p>					
<b>Business and Housing Lighting:</b> Lighting for businesses and housing units must be directed downwards to comply with dark sky regulations.		X			
<b>Parking Lot Lighting:</b> Refer to subsection E5 for parking lot lighting requirements.		X			

## IOZ MULTIFAMILY DESIGN STANDARDS CONTINUED

Parking				
<b>Parking Locations:</b> Parking should primarily be provided in garages, parking lots, parking structures, and underground/first-floor structured parking. Street parking should be the exception rather than the rule.		X		
<b>Shared Parking:</b> Shared parking is permitted as outlined in Table 8.				X
<b>Landscaped Islands:</b> For every 40 parking spaces, a landscaped island must be constructed, measuring at least 8 feet by 30 feet. Each island needs to provide access for parking lot runoff water and include one medium-size tree.		X		
<b>Parking Study:</b> If an applicant wants to reduce or modify the parking demand standard required by City ordinance, they can submit a parking study conducted by a qualified traffic engineer at their own expense. The Zoning Administrator, City Engineer, or their designee will review the study and may approve or deny the requested reduction.		X		
<b>Parking Lot Lighting:</b> Parking lot lighting must be contained within the lot, and no light poles can be closer than 15 feet to any property line. Light poles cannot exceed 25 feet in height. Within 150 feet of a residential use, light pole height is restricted to a maximum of 15 feet. All fixtures must be dark sky compliant.		X		
<b>Parking Structures:</b> Parking structures within mixed-use, multi-family, or townhome developments must have landscaping, walls, gates, beams, or similar features covering all sides except for ingress/egress points to qualify for open space and amenity reductions. These parking structures are intended to accommodate guest/visitor parking and additional owner vehicles in townhome developments to minimize street parking. Every parking structure requires one 220-volt vehicle charging station.				X
Open Space				
<b>Overall Percentage:</b> The development must allocate 10% of the land for improved, usable open space, providing recreational functions beyond visual relief. This open space should combine xeric landscaping in areas without anticipated heavy pedestrian traffic or sufficient drainage/irrigation with spaces designed for people to gather. All developments in the IOZ are required to include plazas, parks, and trails.		X		
<b>Signature Spaces:</b> The development must incorporate signature open spaces that contribute to a sense of identity. "Signature" elements could include large play structures, interactive fountains or splash pads, lazy rivers, historical art, accessible park/trail systems, or other distinctive features.		X		
<b>Private Open Space:</b> Within any multi-family, mixed-use, or townhome portion of the development, 10% usable open space is required. This open space needs to include amenities as specified in subsection F4 and counts towards the development's overall open space requirement.		X		
<b>Recreational Amenities:</b> Subsection F4 lists acceptable recreational amenities that can be used to fulfill a portion of the 10% open space requirement. The figures represent the minimum size required for a facility to qualify as a recreational facility. Examples include sports courts, swimming pools, leisure activity areas, picnic areas, rooftop common open space, community centers, lawn areas for non-organized sports, courtyards, trails/paths, playgrounds, and community gardens.		X		
<b>Amenity Requirements Based on Dwelling Unit Count:</b>		X		
Developments with fewer than 50 dwelling units: At least one major and one minor amenity from the provided list are required.				X
Developments with 50 to 99 dwelling units: Four amenities are required, with at least two being major amenities.				X
Developments with 100 or more dwelling units: Six amenities are required, with at least three being major amenities.		X		
<b>Open Space and Amenity Reductions:</b>		X		
Developments with first-floor parking: Only 5% open space is required, and 50% of the minimum amenity requirements can be waived.		X		
Developments with separate parking structures: 7.5% open space is required, and 25% of the minimum amenity requirements can be waived (developments with fewer than 50 units would only require one major amenity).				X

## IOZ MULTIFAMILY DESIGN STANDARDS CONTINUED

<b>Signs</b>					
<b>Center Identification Sign:</b> One center identification pole sign is allowed per IOZ area for both the Mountain View or Bangerter Highway frontage and the east/west cross street. These signs:					X
Cannot exceed 25 feet in height or 300 square feet in size.					X
Must include pole covers and reflect construction colors and materials used in the development.					X
Should have downward-directed lighting, either internal or from the top of the sign.					X
Require a 15-foot setback from any street right-of-way.					X
Must be constructed in a landscaped area.					X
<b>Low Profile or Monument Sign:</b> These signs can be placed at least 5 feet back from the public right-of-way and used with office, commercial, multi-family, civic, and mixed-use buildings. They:	X				
Are limited to one per frontage and must be in a landscaped area.	X				
Cannot exceed 5 feet in height, and the base should be approximately 25% of the sign's height.	X				
Cannot exceed 50 square feet in size and must be constructed with materials that complement the adjacent building.	X				
If illuminated, lighting must be focused downward using internal illumination.	X				
<b>Wall Signs:</b> These signs:	X				
Can occupy up to 10% of the front first-story facade and one additional facade.	X				
Cannot be illuminated.	X				
<b>Projecting or Blade Signs:</b> These signs are only permitted in town center blocks and extend perpendicular to the front facade. They:					X
Cannot extend more than 5 feet from the building.					X
Must be at least 8 feet above the ground.					X
Cannot exceed 15 square feet in size.					X
Cannot be illuminated.					X
Are limited to one per business.					X
<b>Signs as Part of an Awning:</b> These signs are allowed in town center commercial areas. Refer to section 12-3-3B for further details. They cannot be used in conjunction with projecting/blade signs.					X
<b>Window Signs:</b> Up to 50% of a first-floor window can be used for signage in commercial or mixed-use buildings. Window signs cannot be illuminated.					X
<b>Temporary Signs:</b> Only A-frame signs with weighted bottoms made of plastic or wood are permitted in town center areas. They:					X
Cannot exceed 8 square feet.					X
Can be placed in the public right-of-way between the curb and property line but must maintain at least 5 feet of unobstructed pedestrian access.					X
Are limited to one per business.					X
<b>Seasonal or Special Event Banners:</b> Businesses can display one banner per frontage to advertise grand openings, seasonal sales, or events for up to 45 days per year. All banners:					X
Must be kept in good condition (non-tattered, non-faded).					X
Cannot exceed 50 square feet.					X
<b>Merchandise Displays:</b> These are allowed within 5 feet of a building and must maintain a 5-foot-wide unobstructed pedestrian flow area.					X
<b>Billboards:</b> Billboards are not permitted.					X

## IOZ MULTIFAMILY DESIGN STANDARDS CONTINUED

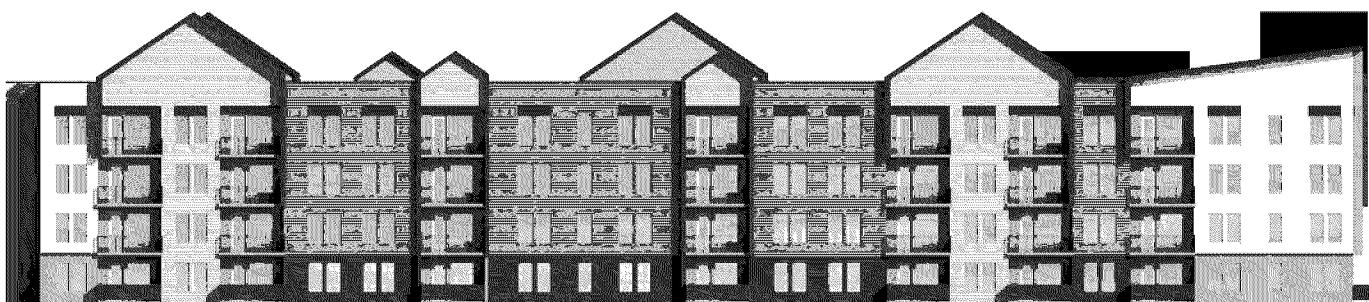
Site Design				
<b>Views:</b> Building heights should be lower in areas next to existing or proposed lower-density housing adjacent to the IOZ area.	X			
<b>General Height:</b> Taller buildings should be located next to the Mountain View corridor to mitigate traffic noise and minimize view obstructions.	X			
<b>Architecture:</b> Four-sided architecture is required along the Mountain View corridor for any part of the structure visible from the road.	X			
<b>Gateway Entrances:</b> Major streets entering the project area should have features designed to announce and define the development, with the use of art encouraged.	X			
<b>Signature Park/Open Space Elements:</b> All IOZ projects require signature park or open space elements.	X			
<b>Garbage and Recycling:</b> Dumpsters must be housed within three-sided enclosures with architecturally compatible gates that reflect the materials of the adjacent building. They need to be located at least 10 feet from any property line and are only allowed in rear or side yards. Recycling receptacles are also required.	X			
<b>Solar, Geothermal, and Electric Vehicle Incentives:</b> Buildings or building groups incorporating solar energy production systems can increase building height by one story where solar panels are installed and are exempt from the non-reflective materials requirement to accommodate solar installations. If solar cells are placed on carports, the development can encroach on side and rear yards by 3 feet. Parking spaces with electric charging stations can be counted towards the overall parking requirement.	X			
<b>Access Between Uses:</b> To enhance walkability, walkways connecting different uses are encouraged, and parking lots should be interconnected to reduce the need for short vehicular trips. Fencing barriers that hinder walkability are prohibited.	X			
<b>Trail Connections:</b> Where applicable, trail connections are mandatory to the UDOT trail system along the Mountain View Corridor and to adjacent regional trails along the Bangerter Highway and other regional trails.	X			
<b>Stormwater Management:</b> Low-impact designs are required to minimize the amount of stormwater that the City needs to manage and to promote the return of water to the ground.	X			
<b>Undergrounding of Utilities:</b> Undergrounding of utilities is required.	X			
This itemized list provides a comprehensive overview of the requirements for Multi-Family developments based on the provided source document. Always consult the full document ("westjordanut-ut-1.pdf") for detailed information and any recent updates or amendments.				

## MULTIFAMILY TYPOLOGY ARCHITECTURE &amp; DESIGN



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## EXTERIOR MATERIALS &amp; COLORS

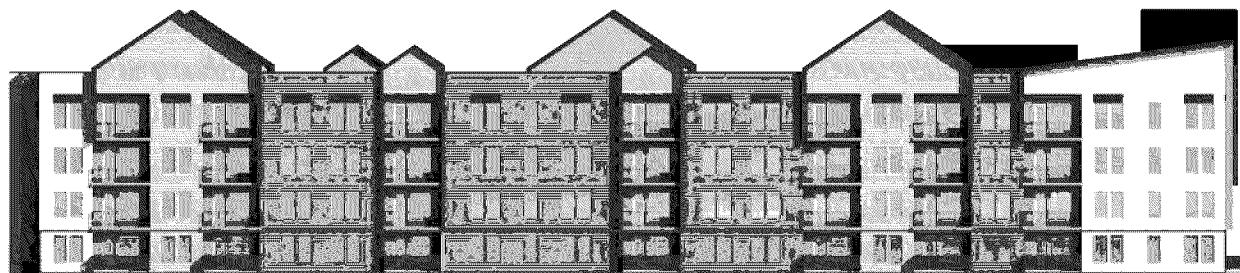


FFKR ARCHITECTS

MERCED CREEK  
Conceptual Building Design  
October 21, 2004

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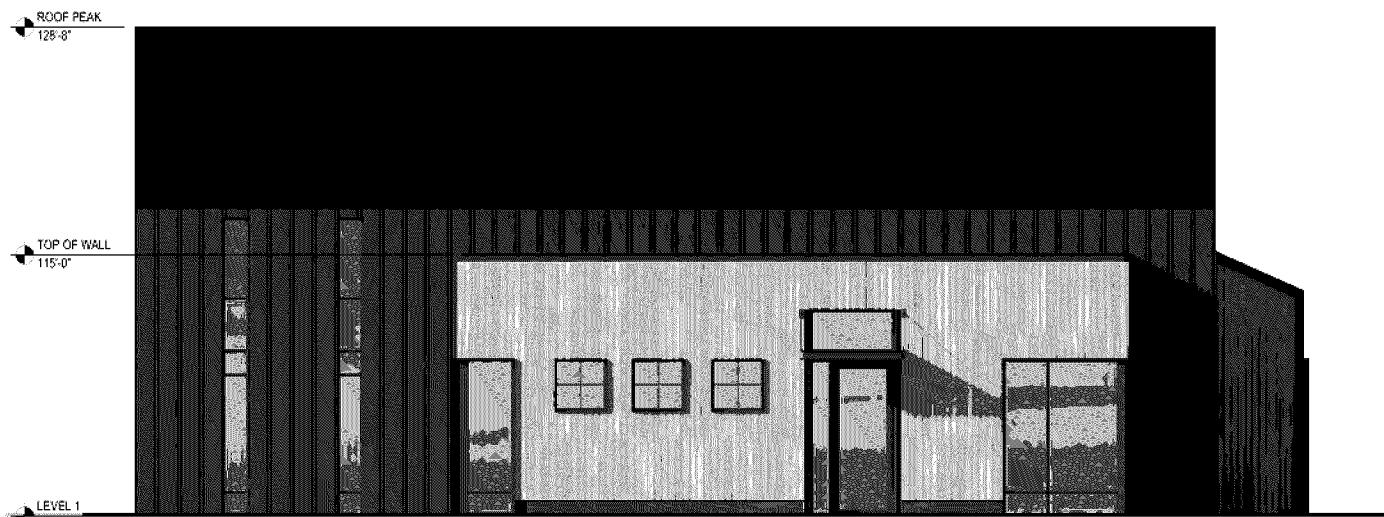
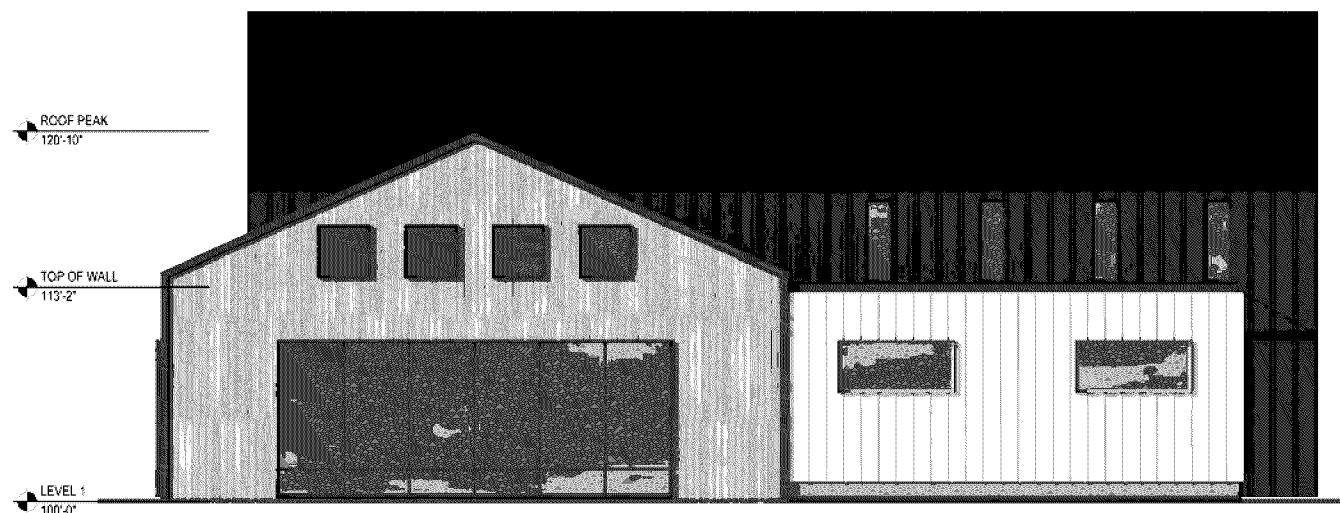
## GROUND FLOOR TRANSPARENCY



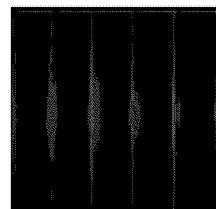
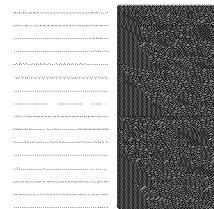
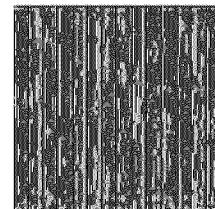
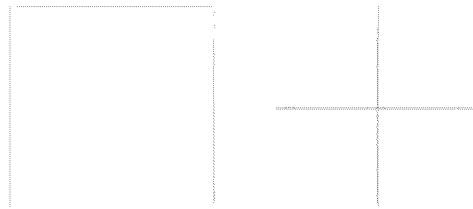
GROUND FLOOR WALL AREA - 2,438 SF  
GROUND FLOOR TRANSPARENCY - 762 SF (31%)

GROUND FLOOR TRANSPARENCY CALCS.

## EXTERIOR MATERIALS &amp; COLORS



## EXTERIOR MATERIALS &amp; COLORS

RESIDENT  
BUILDINGS

## WINDOWS

MANUFACTURER:  
TBD

COLOR:  
WHITE VINYL FRAMES

## STUCCO

MANUFACTURER:  
TBD

COLOR:  
SW 7028 INCREDIBLE WHITE  
OR SIMILAR

FIBER CEMENT SIDING -  
WOOD FINISH

MANUFACTURER:  
TBD

COLOR:  
ALLURA SUMMER WHEAT  
OR SIMILAR

FIBER CEMENT SIDING -  
HORIZONTAL PLANK

MANUFACTURER:  
TBD

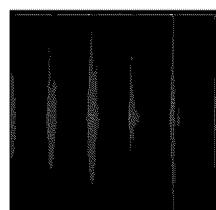
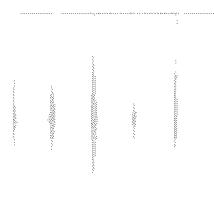
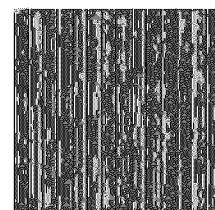
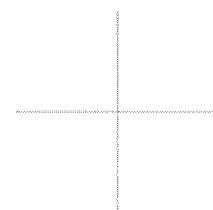
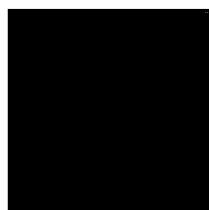
COLOR:  
SW 7028 INCREDIBLE WHITE  
SW 7669 SUMMIT GRAY  
OR SIMILAR

FIBER CEMENT SIDING -  
BOARD AND BATTEN

MANUFACTURER:  
MBCI

COLOR:  
MIDNIGHT BLACK  
OR SIMILAR

## CLUBHOUSE



## WINDOWS

MANUFACTURER:  
KAWNEER 451T

COLOR:  
BLACK ANODIZED ALUMINUM  
STOREFRONT

## STUCCO

MANUFACTURER:  
TBD

COLOR:  
SW 7028 INCREDIBLE WHITE  
OR SIMILAR

FIBER CEMENT SIDING -  
WOOD FINISH

MANUFACTURER:  
TBD

COLOR:  
ALLURA SUMMER WHEAT  
OR SIMILAR

FIBER CEMENT SIDING -  
BOARD AND BATTEN

MANUFACTURER:  
TBD

COLOR:  
SW 7028 INCREDIBLE WHITE  
OR SIMILAR

FIBER CEMENT SIDING -  
BOARD AND BATTEN

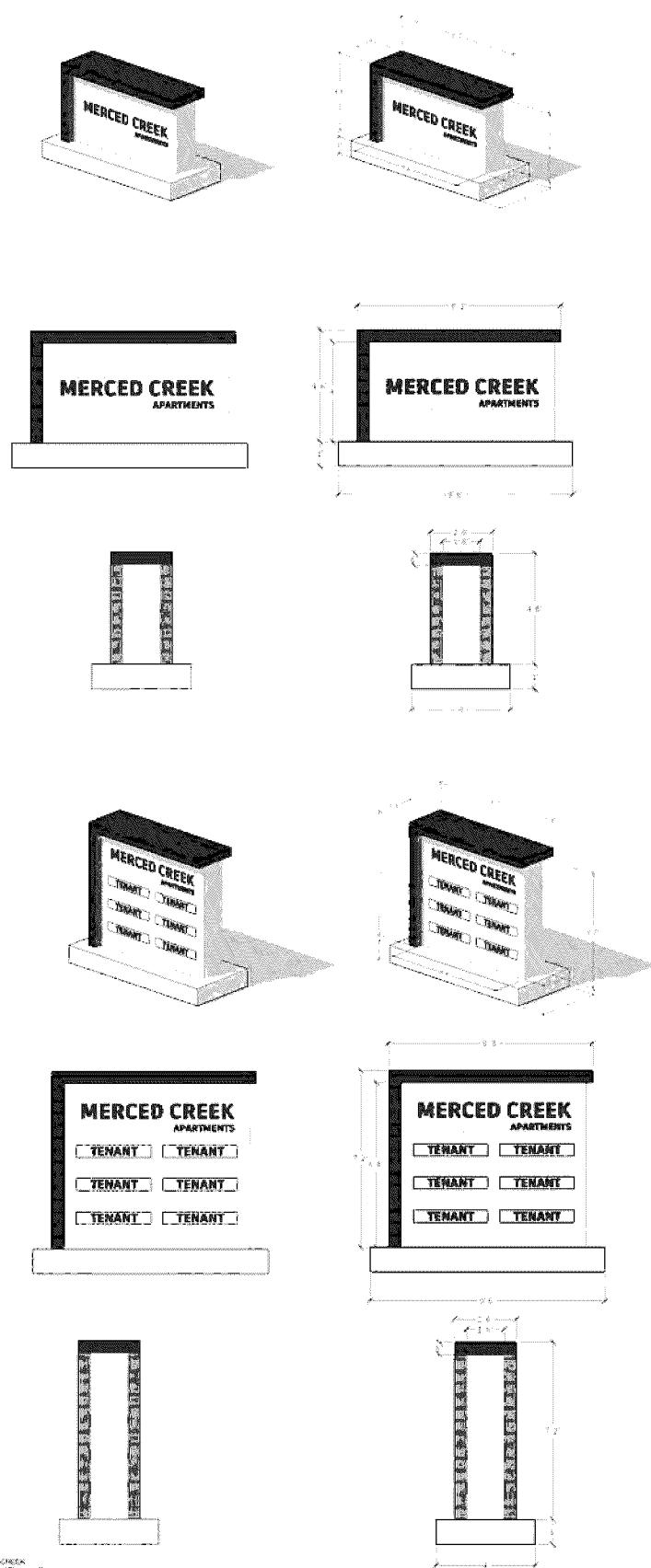
MANUFACTURER:  
MBCI

COLOR:  
MIDNIGHT BLACK  
OR SIMILAR

FFKR ARCHITECTS

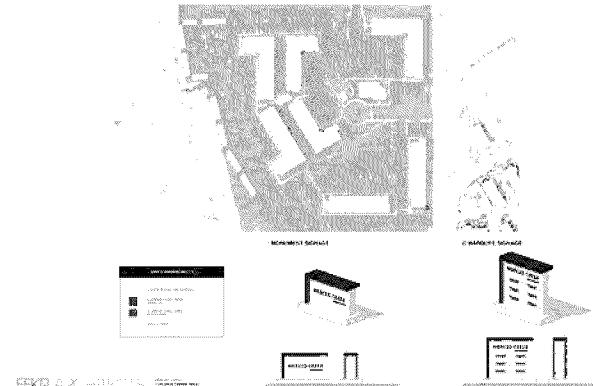
MERCED CREEK  
Conceptual Material Palette  
October 21, 2024

## CONCEPTUAL SIGNAGE DESIGN



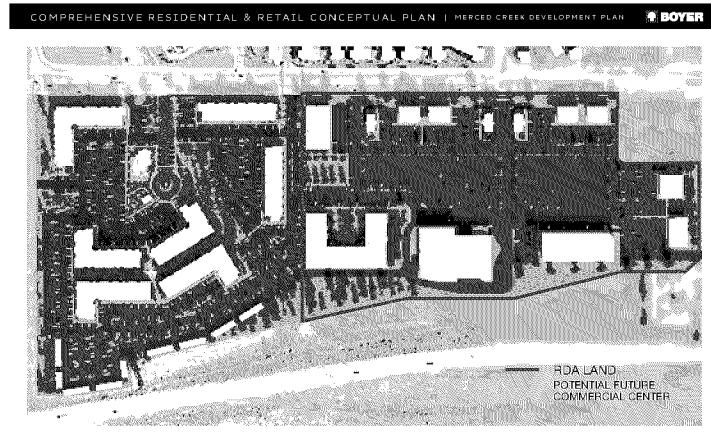
PROJECT MONUMENT SIGNAGE | MERCED CREEK DEVELOPMENT PLAN

BOYER

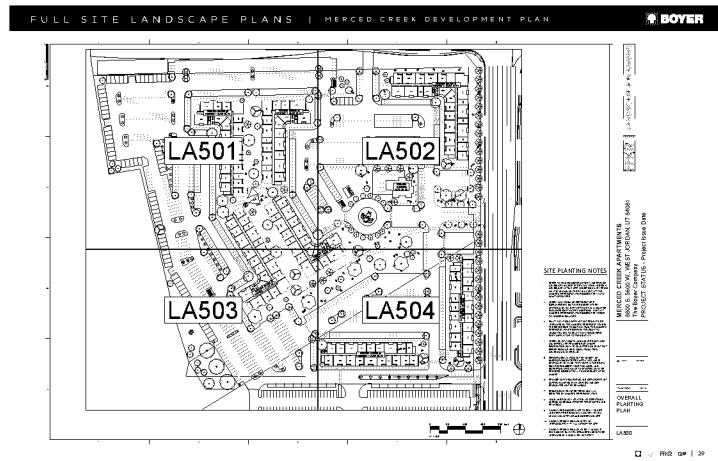


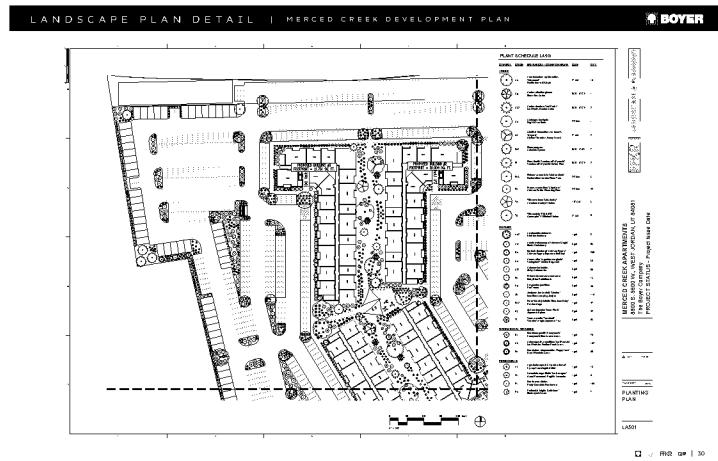
PDF 2015

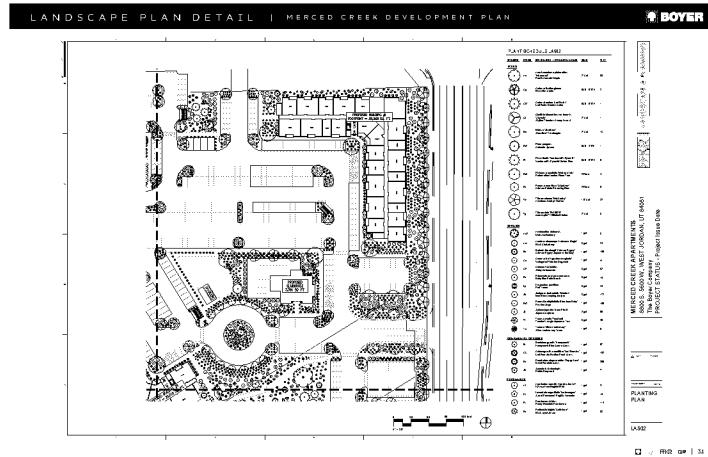


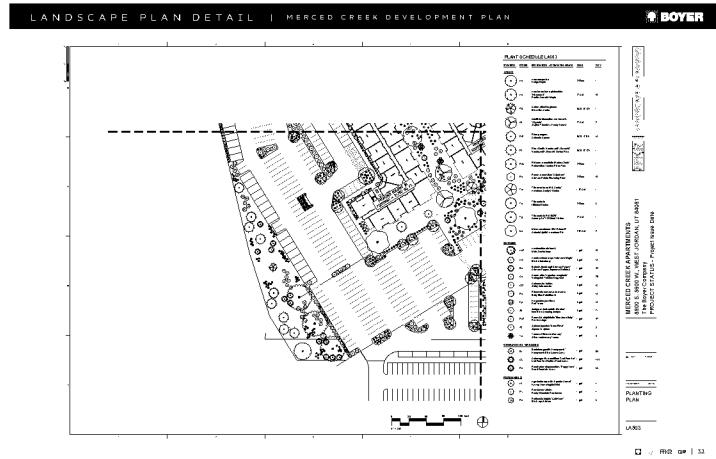


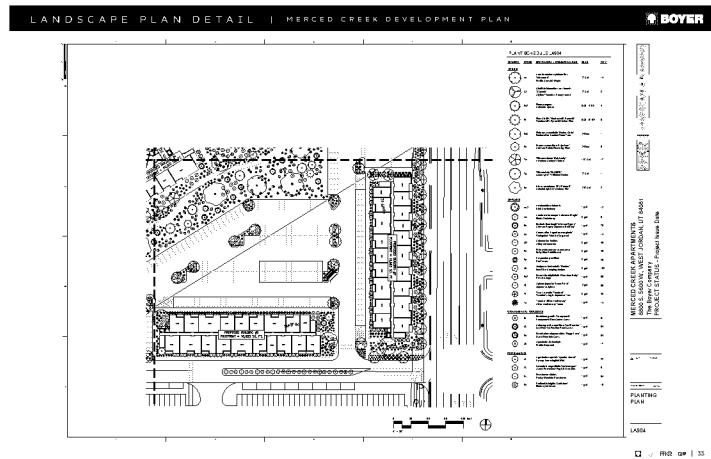


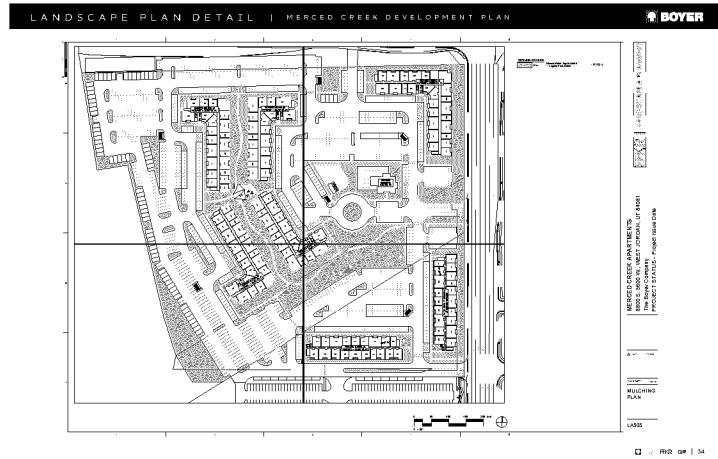












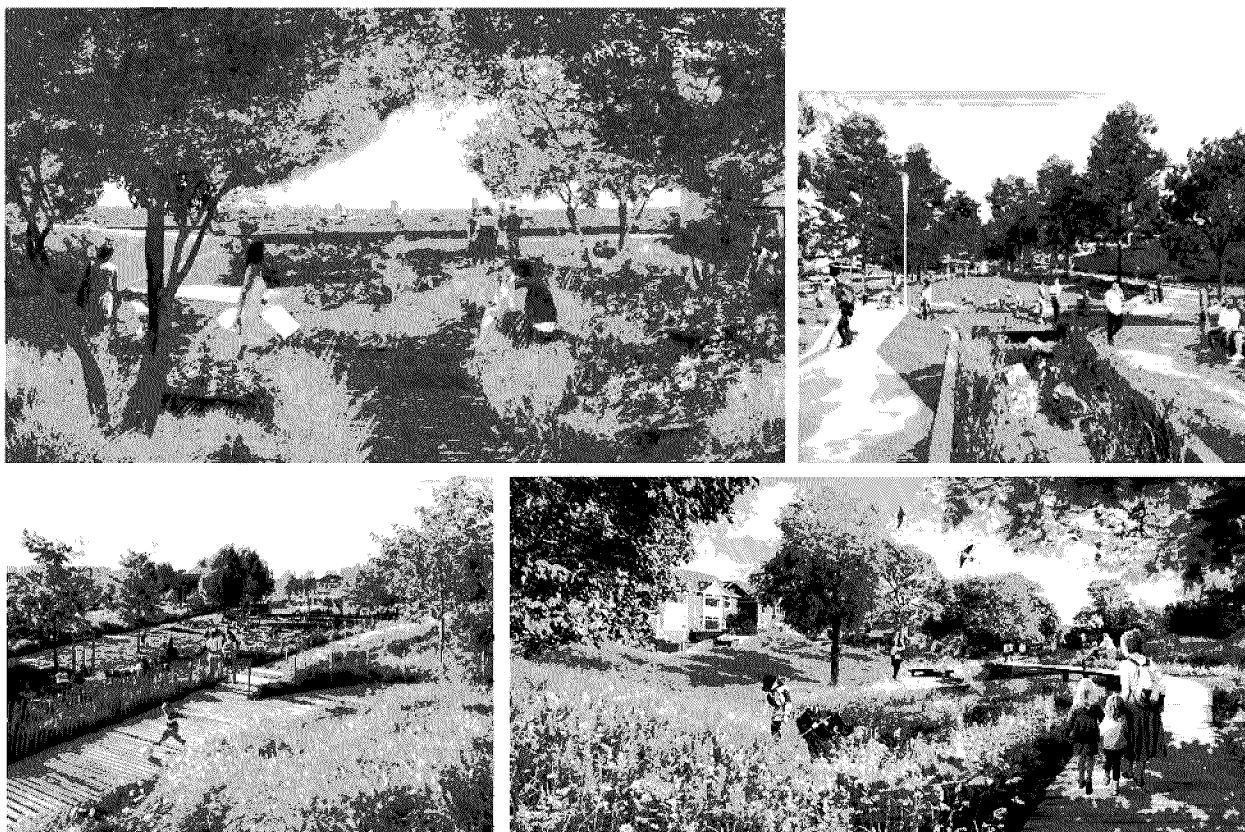
OPEN SPACE

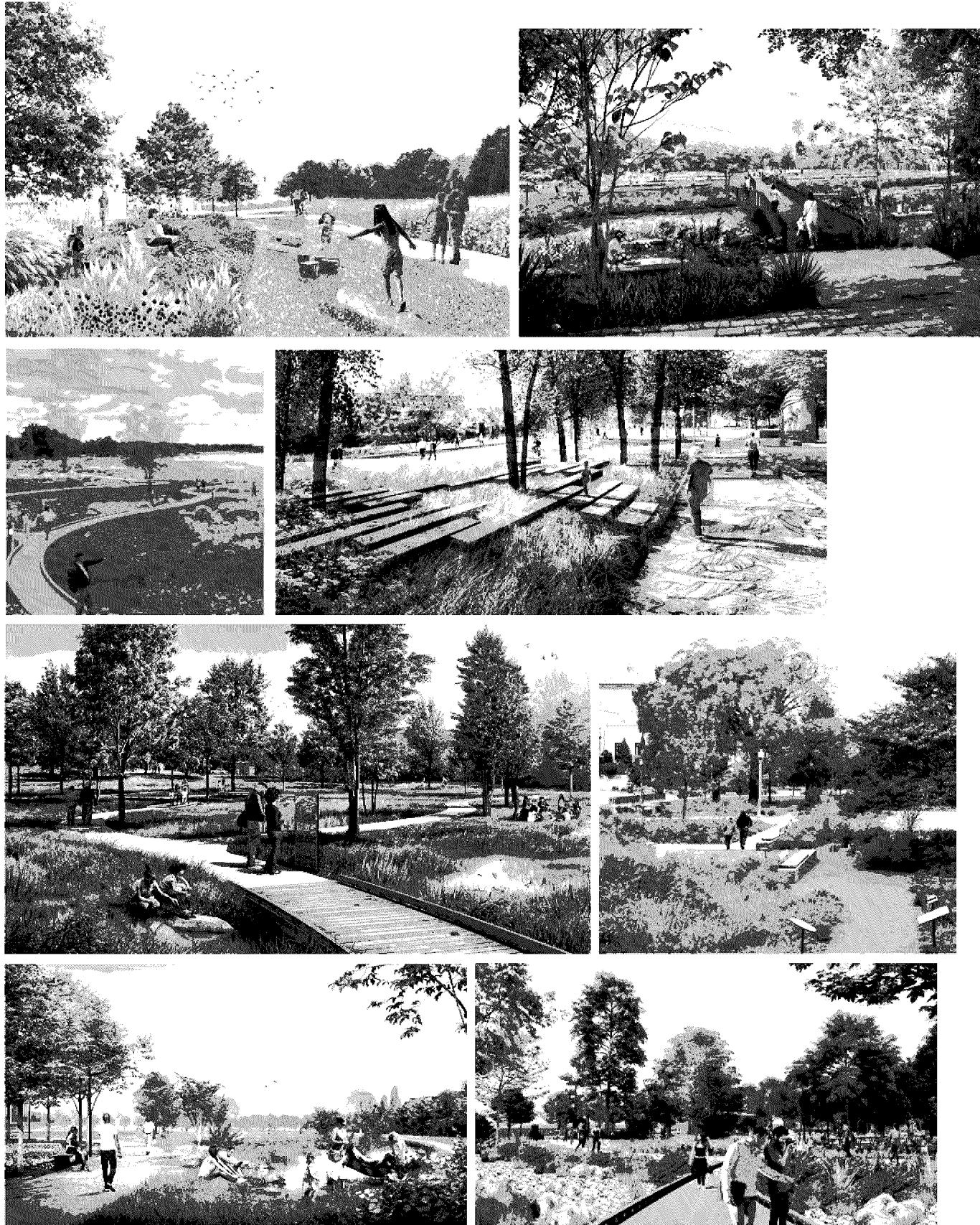
& AMENITIES

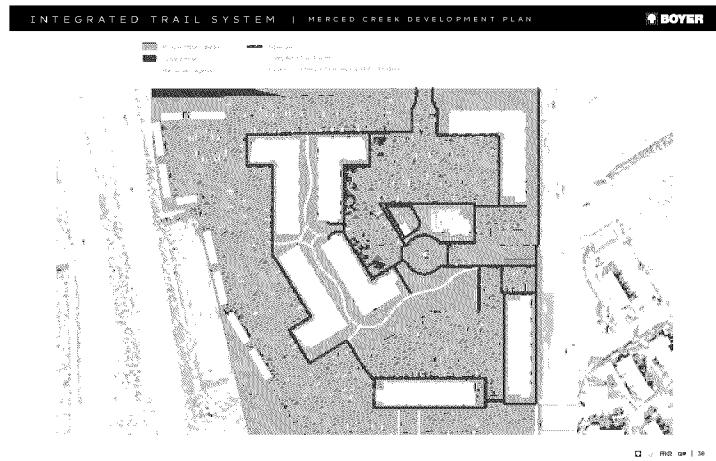
## INTRODUCTION TO OPEN SPACE & AMENITIES

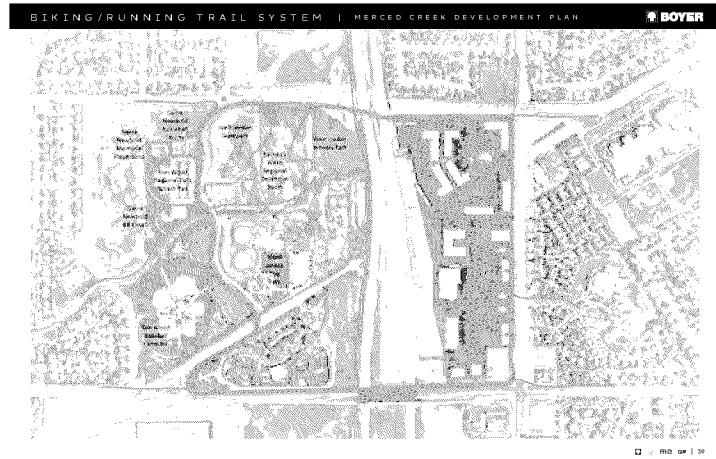
Merced Creek includes open space and amenities that are designed to provide residents a place to find refuge, recreation, entertainment and enjoying the inherent natural beauty of the surrounding area. The community's signature amenity is a publicly accessible interconnected network of paths and trails that also connect to the broader West Jordan trail system, specifically with the Ron Wood Baseball Complex directly to the west. Additionally, the community will provide over 15,000 square feet of additional open space, and curated landscaping throughout the site that further connects it to the interconnected trail system. The site is fully secured with substantial lighting throughout all of the open spaces and will be fully maintained by community management.

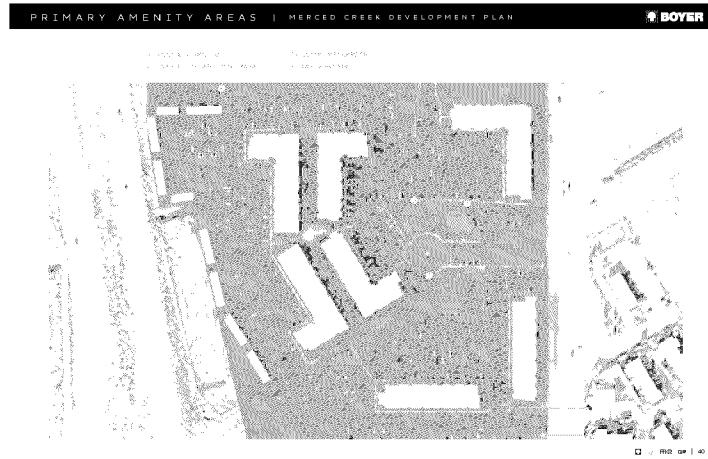
The primary amenities for the community will be a fully amenitized clubhouse with a high-end kitchen area and pool tables, a pool and spa which includes a gathering area with BBQs and pergolas, and a community garden area accessible to the residents where residents can plant and harvest seasonal fruits and vegetables. Other significant amenities include a custom designed, oversized playground area, a dog park & run and the interconnected trail system both internal and external to the community. Not only are these programmed area part of the community, but the ample open space will provide an ease of living while connected to natural living for the residents.

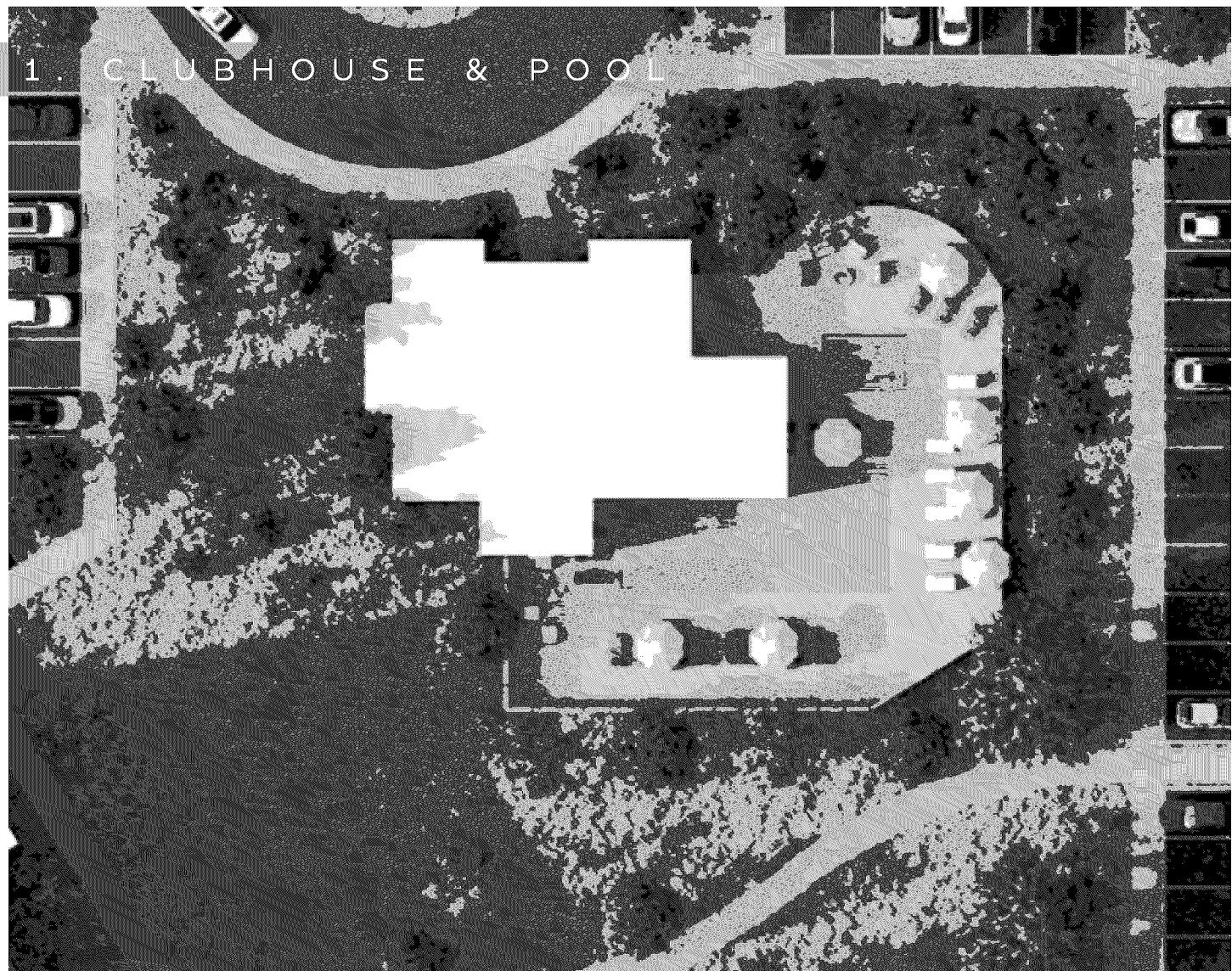


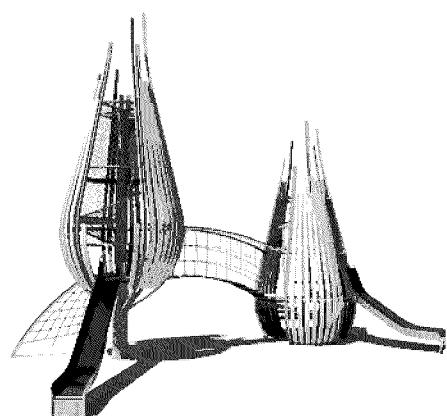






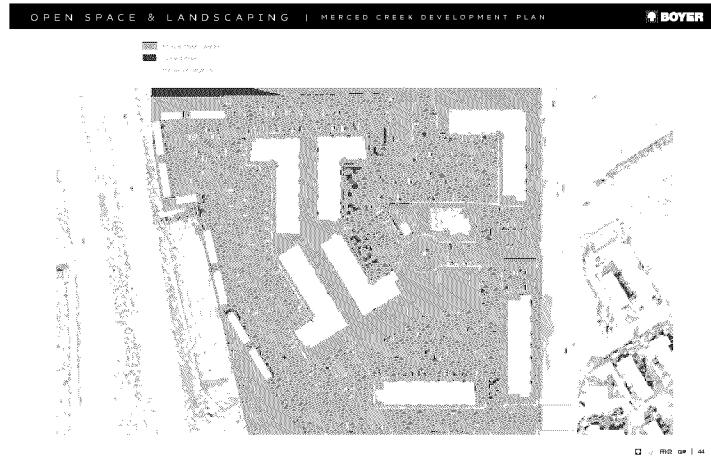


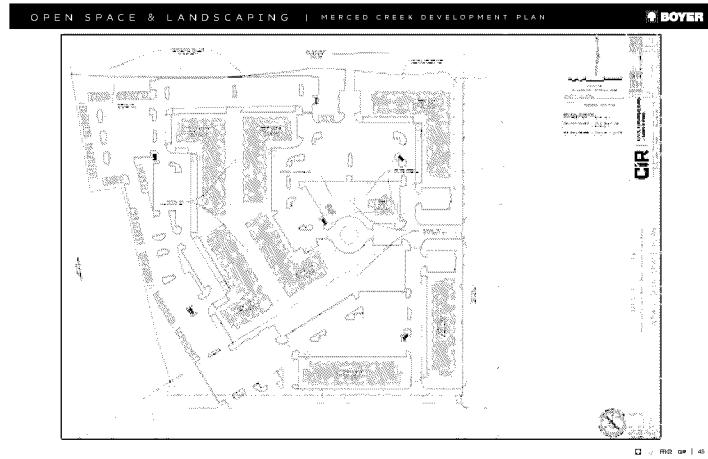


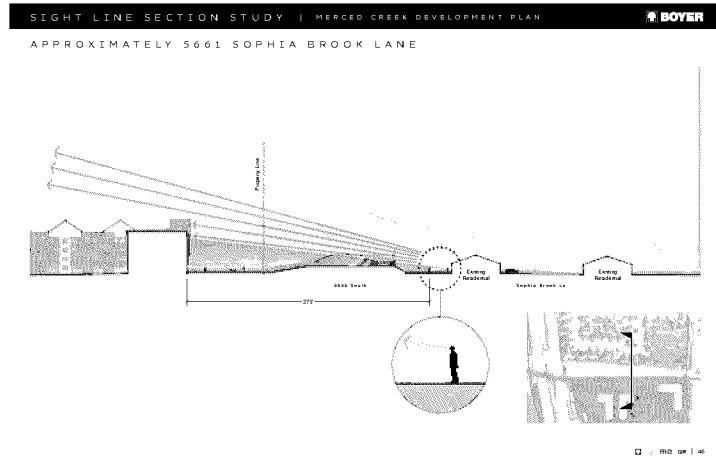


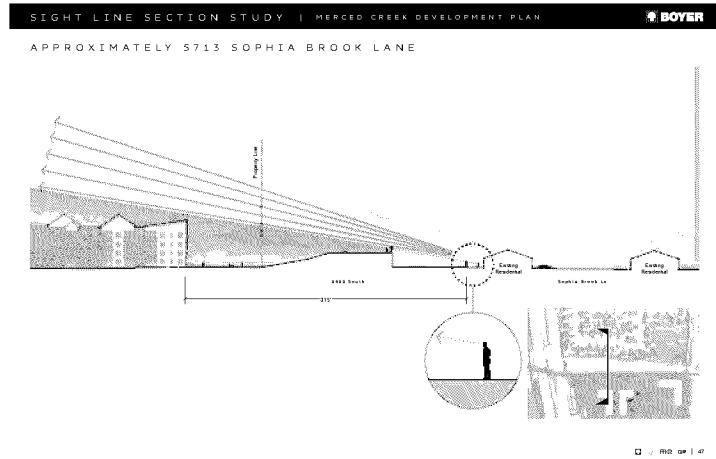
## 3. COMMUNITY GARDEN











P A R K I N G &  
C O N N E C T I V I T Y

## PARKING STUDY & MARKET UTILIZATION

Hales Engineering conducted a third-party traffic study including a parking and market utilization analysis. The results of this study are shown in the following pages extracted directly from the report. In this study, the traffic engineer calculated two separate external sources to determine local demand. First, data from the Institute of Transportation Engineers Parking Generation with an additional 5% buffer concluded that local parking demand was 839 spaces. Second, Hales Engineering physically counted occupied spaces at comparable properties and concluded, again with a 5% buffer, that 824 spaces would be needed. The city requirement is 1,152 spaces. The project is providing 1,155 parking spaces fully meeting the requirement of 1,152 parking spaces per code. This is a full 316 spaces more than the highest concluded requirement by the traffic engineer study.

Source	# of Stalls
Proposed Site Plan	1,155
City Requirement	1,152
ITE Parking Generation + 5%	839
Local Parking Demand	824

## A. Introduction

This report discusses the parking study completed for the proposed project. The study identifies the West Jordan City parking supply rates and parking demand rates identified by the Institute of Transportation Engineers (ITE).

## B. Project Parking Description

The development consists of 584 apartment units. A supply of 1,155 stalls is currently planned for the project. A site plan is provided in Appendix A.

## C. City Parking Code

The West Jordan City code specifies parking rates for various land use types. The required parking rates found in the city code for the study land uses are shown in Table 1. The calculations for the parking required by the city are shown in Table 2. As shown, it is anticipated that the city would require 1,152 stalls for the proposed development.

**Table 1: City Parking Rates**

Land Use	Unit Type	Rate (stalls per unit)
Multi-Family Dwelling	1 Bedroom	1.5
	2 Bedroom	2.0
	3 Bedroom	2.5
	Guests	0.25

Source: West Jordan City code, 2024

**Table 2: City Parking Calculations**

City Parking Calculations				
West Jordan - Merced Creek Parking Study				
Land Use	# of Units	Unit Type	Rate (stalls per unit)	Total Stalls
Multi Family Dwelling: Studio / 1 Bedroom	352	DU	1.50	528
Multi Family Dwelling: 2 Bedroom	204	DU	2.00	408
Multi Family Dwelling: 3 Bedroom	28	DU	2.50	70
Multi Family Dwelling: Guest Parking	584	DU	0.25	146
<b>TOTAL</b>				<b>1,152</b>

Source: West Jordan City code, 2024.

#### D. ITE Parking Demand

Hales Engineering referred to the Institute of Transportation Engineers (ITE) *Parking Generation* (5<sup>th</sup> Edition, 2019) to identify parking demand rates for the study land uses. ITE has gathered actual parking demand counts at various land uses and identified average, 85<sup>th</sup> percentile, and maximum rates. The 85<sup>th</sup> percentile rate represents a demand that is higher than 85 percent of study sites. The industry standard is to apply this rate. Hales Engineering calculated the anticipated parking demand based on the 85<sup>th</sup> percentile rates. The number of stalls needed based on these rates is shown in Table 3. As shown, ITE would suggest that the parking demand for the proposed project will be 783 stalls.

**Table 3: ITE Parking Generation**

ITE Parking Demand and Supply					
West Jordan - Merced Creek Parking Study					
Land Use	# of Units	Unit Type	85th %-tile Rate	Demand	Supply (+5%)
Multifamily Housing - 1 BR	352	DU	1.27	447	469
Multifamily Housing - 2+ BR	232	DU	1.45	336	370
<b>TOTAL</b>				<b>783</b>	<b>839</b>

Source: *ITE Parking Generation, 6th Edition, 2023*

Since the ITE rates represent actual parking demand, it is common to provide a parking supply beyond what the anticipated demand is to accommodate occasional surges in demand and to reduce the need for drivers to circle the parking lot to find an open stall. Hales Engineering recommends providing 5% additional stalls beyond the anticipated demand. Based on this, a supply of 839 stalls should be provided for the project based on ITE data.

#### E. Local Parking Demand

Hales Engineering has collected parking occupancy data on multiple apartment complexes in Herriman, South Jordan, West Valley City, and South Salt Lake. These include six complexes that have a mix of bedroom numbers and are located more than a mile away from fixed transit services, similar to the Merced Creek project. Hales Engineering calculated the occupied parking stalls per bedroom rate at the highest demand point of the day (12:00 am to 3:00 am). The information for these apartment complexes is shown in Table 4.

Table 4: Local Parking Demand Rates

Local Parking Demand and Supply West Jordan - Merced Creek Parking Study				
Land Use	# of Bedrooms	Occupied Parking / Bedroom	Demand	Supply (+5%)
San Tropez Apartments (South Jordan)	433	0.54	234	257
Timbergate Apartments (Herriman)	576	0.58	334	367
San Marino Apartments (South Jordan)	549	0.61	335	369
Copperwood Apartments (Herriman)	1,024	0.65	666	733
Hidden Pointe Apartments (West Valley)	432	0.78	337	371
Eight20 Apartments (South Salt Lake)	459	0.93	427	470

Source: Hales Engineering, 2024

The parking rates for these complexes range from 0.58 to 0.93 occupied parking stalls per bedroom. Hales Engineering used 0.93 stalls per bedroom to apply to the Merced Creek project. Applying this rate, The parking demand for the project would be 785 parking stalls. After adding a 5% buffer, the suggested parking supply for the project would be 824 parking stalls as shown in Table 5.

Table 5: Local Parking Demand

Local Demand and Supply West Jordan - Merced Creek Parking Study				
Land Use	# of Bedrooms	Occupied Parking / Bedroom	Demand	Supply (+5%)
Local Data	844	0.93	785	824
<b>TOTAL</b>			<b>785</b>	<b>824</b>

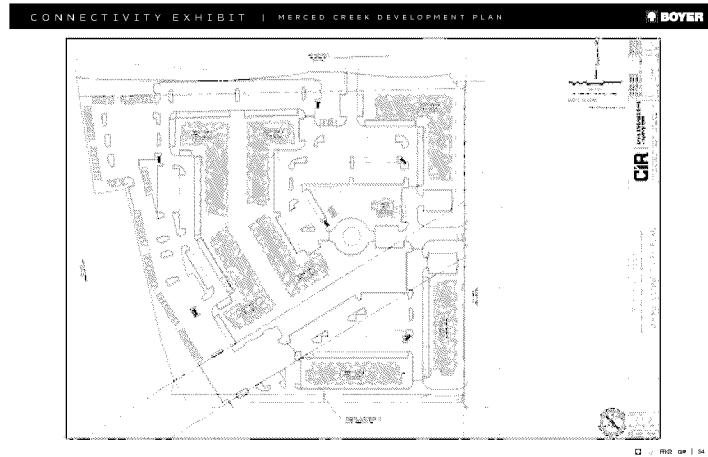
Source: Hales Engineering, 2024

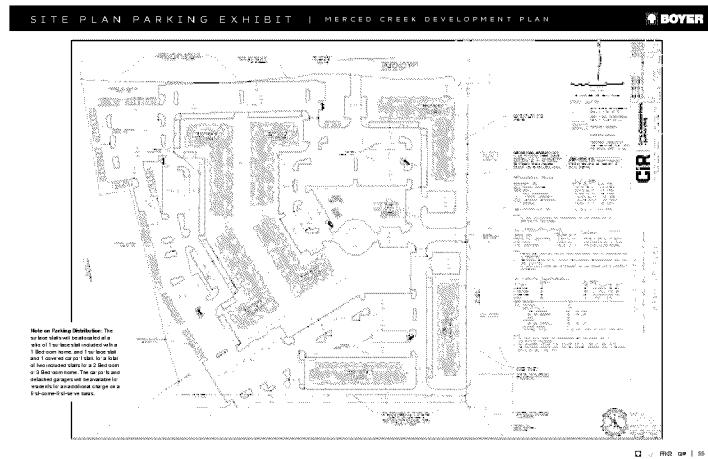
## F. Comparison and Recommendation

A comparison of the proposed supply, West Jordan City's parking requirement, the recommended supply based on the ITE Parking Generation rates, and the local parking demand are shown in Table 6. Based on the provided information, Hales Engineering recommends that at least 824 parking stalls be provided for the project.

**Table 6: Parking Comparison**

Source	# of Stalls
Proposed Site Plan	1,155
City Requirement	1,152
ITE Parking Generation + 5%	839
Local Parking Demand	824





U T I L I T I E S  
& G R A D I N G

