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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: ZHA, DEPUTY - WI 69 P.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 21-28

**AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT AND
PRELIMINARY DEVELOPMENT PLAN FOR JOSEPH VIEW COTTAGES,
LOCATED AT 7479, 7481 AND 7485 SOUTH REDWOOD ROAD
IN AN R-1-8C(IDO-1) ZONE (SINGLE-FAMILY RESIDENTIAL IN AN INFILL
DEVELOPMENT OVERLAY DISTRICT), WITH
24 SINGLE-FAMILY RESIDENTIAL UNITS AT
A GROSS DENSITY OF 6.69 DWELLING UNITS PER ACRE**

WHEREAS, the City of West Jordan ("City") adopted the West Jordan City Code ("City Code") in 2009, which provides, in title 13, chapter 6, article I, for developments in the Infill Development Overlay District ("IDO-1"); and

WHEREAS, an application was made by Nadine A. Riddle and Enterprises, Inc. ("Property Owner") and Ivory Development, LLC ("Applicant") for property ("Property" or "Joseph View", as per the legal description in Exhibit A to "Attachment 1", which is attached hereto) located at 7479, 7481 and 7485 South Redwood Road for, in part, a General Plan Land Use Map amendment and rezone on 3.59 acres from Medium Density Residential to High Density Residential and from R-1-8C (Single-Family Residential) zone to R-1-8C(IDO-1) (Single-Family Residential with an Infill Development Overlay) zone ("General Plan Land Use Map Amendment and Rezone"), as well as for a Preliminary Development Plan for Joseph View ("PDP" and "PDP Application"); and

WHEREAS, on June 15, 2021 the PDP Application was considered by the West Jordan Planning Commission ("Planning Commission"), which held a public hearing and which made a positive recommendation to the West Jordan City Council ("City Council") concerning the PDP Application;

WHEREAS, a public hearing was held before the City Council on July 28, 2021 concerning the Joseph View Development Agreement ("DA") and PDP Application; and

WHEREAS, House Bill 1003 (2021 Utah Legislature, 1st Special Session), as codified at Utah Code Ann. Section 10-9a-534(3)(d and h), allows for a land use regulation, including "Building Design Elements", as defined therein, to apply to property in exchange for an increase in density, as approved in a development agreement; and

WHEREAS, the Applicant has agreed to and has executed the Joseph View DA, with the attached PDP, that will govern the development of the Property, should the City Council, in its sole legislative discretion, choose to adopt the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, the City Council has reviewed and desires to approve the Joseph View DA, with the attached PDP, subject to the adoption of the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, the City Council has found it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the Joseph View DA, with the attached PDP, subject to the adoption of the General Plan Land Use Map Amendment and Rezone.

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

Section 1. Approval and Applicability. The DA and the attached PDP for Joseph View, as shown and attached in Attachment 1 to this Ordinance, are hereby approved, subject to the City Council, in its sole legislative discretion, choosing to adopt the General Plan Land Use Map Amendment and Rezone. The DA and the attached PDP for Joseph View are not effective unless and until the City Council, in its sole legislative discretion, chooses to adopt the General Plan Land Use Map Amendment and Rezone. If the City Council, in its sole legislative discretion, chooses to adopt the General Plan Land Use Map Amendment and Rezone, the Mayor is authorized to sign the Development Agreement.

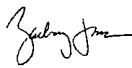
Section 2. Applicability of Building Design Elements. In accordance with Utah Code Ann. Section 10-9a-534(3)(d and h), and at the request of the Property Owner and Applicant, and in consideration for the increase in density allowed by the Rezone, all applicable Building Design Elements of the City shall apply to the Property and to the dwellings, structures, and buildings constructed thereon, as set forth in the DA.

Section 3. 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.

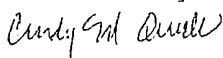
Section 4. Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and either (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to him.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS 28TH DAY OF JULY 2021.

CITY OF WEST JORDAN

By: 
Zach Jacob
Council Chair

ATTEST:


Cindy M. Quick, MMC
Council Office Clerk

VOTING BY THE CITY COUNCIL

	"YES"	"NO"
Council Chair Zach Jacob	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Vice Chair Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Chad R. Lamb	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Christopher McConnehey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member David Pack	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kayleen Whitelock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Melissa Worthen	~ Absent ~	



PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON 8/4/21.

Mayor's Action: Approve Veto

By: 
Mayor Dirk Burton

8/4/21
Date

ATTEST:



Tangee Sloan
City Recorder

STATEMENT OF APPROVAL OF PASSAGE (check one)

The Mayor approved and signed Ordinance No. 21-28.

The Mayor vetoed Ordinance No. 21-28 on _____ and the City Council timely overrode the veto of the Mayor by a vote of _____ to _____.



Ordinance No. 21-28 became effective by operation of law without the Mayor's approval or disapproval.

Tangee Sloan
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 6th day of August, 2021. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

Tangee Sloan
City Recorder

(Continued on next page)

Attachment 1 to

ORDINANCE NO. 21-28

AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT AND PRELIMINARY DEVELOPMENT PLAN FOR JOSEPH VIEW COTTAGES, LOCATED AT 7479, 7481 AND 7485 SOUTH REDWOOD ROAD IN AN R-1-8C(IDO-1) ZONE (SINGLE-FAMILY RESIDENTIAL IN AN INFILL DEVELOPMENT OVERLAY DISTRICT), WITH 24 SINGLE-FAMILY RESIDENTIAL UNITS AT A GROSS DENSITY OF 6.69 DWELLING UNITS PER ACRE

[See the attached Development Agreement (for Joseph View Cottages), with the Exhibits for the Legal Description and Preliminary Development Plan]

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

WHEN RECORDED, MAIL TO:

West Jordan City Recorder
8000 S. Redwood Road
West Jordan, UT 84088

For Recording Purposes Do
Not Write Above This Line

**DEVELOPMENT AGREEMENT
(for Joseph View Cottages)**

The City of West Jordan, a Utah municipal corporation (the “City”) and, except as set forth in section D.5 below, Nadine A. Riddle and Enterprises, Inc., property owner(s), and Ivory Development, LLC, a Utah Limited Liability Company (collectively “Developer”), enter into this Development Agreement (this “Agreement”), effective as of the date the City’s mayor signs this Agreement, and agree as set forth below. The City and the Developer are jointly referred to as the “Parties”. Each party may be referred to as a “Party”.

RECITALS

1. Developer plans to develop 3.59 acres of certain real property, located at approximately 7479, 7481 and 7485 South Redwood Road and identified as Assessor’s Parcel Numbers 21-27-401-003, 21-27-401-016, and 21-27-402-002 (the “Property”). See the Legal Description, which is attached as **Exhibit A**, and which is incorporated herein by reference. See the “**Preliminary Development Plan**,” which is attached as **Exhibit B**, and which is incorporated herein by reference. The development identified in the Preliminary Development Plan is referred to herein as the “**Project**” or the “**Development**”.
2. The Property is currently designated on the General Plan Land Use Map as Medium Density Residential; Developer desires that the City Council amend this designation to High Density Residential.
3. The Property is currently located in an existing R-1-8C (Single-Family Residential) zone; Developer desires to rezone the property to R-1-8C(IDO-1) (Single-Family Residential with an Infill Development Overlay) zone.
4. This Project is to construct 24 single family units at a gross density of 6.69 dwelling units per acre, on 3.59 acres.
5. Developer has sufficient resources to develop the Project in its entirety.
6. The Property will be developed in accordance with the Preliminary Development Plan as updated by any Final Development Plan subsequently 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 – Preliminary Development Plan

8. House Bill 1003 (2021 Utah Legislature, 1st Special Session), as codified at Utah Code Ann. Section 10-9a-534(3)(d and h), allows for a land use regulation, including “Building Design Elements”, as defined therein, to apply to the Property in exchange for an increase in density, as approved in a development agreement (this Agreement).

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

TERMS

A. Recitals; Definitions. The Recitals and Exhibits are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City’s Land Use Regulations.

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

1. Failure to Obtain Zoning. The rights and authority of Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being after the City Council, in its sole legislative discretion, has rezoned the Property from R-1-8C (Single-Family Residential) zone to R-1-8C(IDO-1) (Single-Family Residential with an Infill Development Overlay) zone.

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

D. Development Obligations.

1. Preliminary Development Plan. In addition to the Developer complying with the provisions of the Governing Regulations, development of the Property by the Developer shall be in accordance with the Preliminary Development Plan, as updated by any Final Development Plan subsequently approved by the City. The approval of a Final Development Plan shall not be unreasonably withheld by the City.

2. Provision of Municipal Services. The Project shall connect to utility connections with the City, subject to the availability of the City’s utility connections and capacity. The City does not guarantee any specific degree or amount of connections or capacity of utility infrastructure other than what is currently available and what becomes available, in the City’s absolute discretion.

3. Building Design Elements. The following special issue exist regarding the Project: In accordance with Utah Code Ann. Section 10-9a-534(3)(d and h), and at the request of the Developer (including the property owners), and in consideration for the increase in density allowed by the Rezone, all applicable Building Design Elements of the City shall apply to the Property and to the dwellings, structures, and buildings constructed thereon.

4. Storm Drain Easement. A storm drain easement in favor of the City of West Jordan shall be acquired from the property to the north by the Developer prior to the final (City staff) approval of any subdivision plat for the Project.

5. Ivory Development, LLC to Become the Sole Developer. Once Nadine A. Riddle and Enterprises, Inc., have transferred all their ownership interest in the Property to Ivory Development, LLC, then Ivory Development, LLC shall be the sole Developer, and Nadine A. Riddle and Enterprises, Inc. shall no longer be a Developer or a Party and shall no longer have any of the rights, powers, responsibilities, or obligations pursuant to this Agreement.

E. Development Rights; and Reserved Legislative Powers.

1. Development Rights. Developer shall have the right to develop and construct the Project in accordance with the terms and conditions of this Agreement and the City Code. For purposes of this Agreement, the term “Substantial Construction” means completion of at least twenty-five percent (25%) of the value of all the public and nonpublic improvements in each phase of the Project, as determined by the city engineer or his designee. If from the Effective Date of this Agreement either (i) no Substantial Construction has occurred within two (2) years or (ii) any part of the Project has not been completed within ten (10) years, the City may unilaterally terminate this Agreement.

2. Reserved Legislative Powers. The 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.

F. Term of this Agreement. The obligations of the Parties under this Agreement shall take effect as of the date the City’s mayor signs this Agreement, shall run with the land, and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised. Unless the Parties mutually agree to extend the term by written agreement, 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. If the Property has not been fully developed consistent with this Agreement prior to its termination, the undeveloped 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) 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.

G. General Provisions.

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

days before the date on which the change is to become effective:

If to City: ATTN: City Recorder
 City of West Jordan
 8000 South Redwood Road, 3rd Floor
 West Jordan City, UT 84088

If to Developer: ATTN: Peter Gamvroulas
 Ivory Development, LLC
 978 East Woodoak Lane
 Salt Lake City, UT 84107

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. 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. 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 Developer represents to the City that by entering into this Agreement, Developer has bound all persons and entities having a legal or equitable interest in the Property to the terms of this Agreement as of the Effective Date.

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

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

8. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and 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 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 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 the Parties may have the following remedies:

a. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination;

b. The right to draw on any security posted or provided in connection with the Project and relating to remedying a default; and

c. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project on those properties owned by the defaulting Party.

12. Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 11 without meeting the requirements of Section 12. The City shall give Notice to Developer and/or any applicable successor or assign of record, of any public meeting

at which an emergency default is to be considered and the allegedly defaulting Party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

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 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 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 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.

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. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

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. Developer shall not assign, delegate, or transfer its interest in this Agreement without prior written approval by the City; provided, however, Developer may freely assign its interest in this Agreement (without approval from the City) to (i) an entity that is owned or controlled by Developer or its affiliates or subsidiaries or (ii) any joint venture partner of Developer or its affiliates or subsidiaries so long as Developer gives written notice of such assignment to the City and the successor party agrees to assume Developer's obligations set forth in this Agreement. Except as set forth in the preceding sentence, any attempt to assign, delegate, or transfer without the City's prior written approval will be void *ab initio*, and Developer will remain liable for the performance of each and every obligation of 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 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 acknowledgement and consent, as designated by the City, and in the sole and absolute discretion of the City, agreeing to be bound by the terms of the Land Use Regulations and this Agreement.

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

21. Third-Party Challenge. In the event of a third-party legal challenge, Developer shall at Developer's sole expense, defend, indemnify, and hold harmless the City ("City" includes the City's officials and employees), from and against any claims, losses, or liabilities, including any award of attorney's fees against the City, assessed or awarded against the City by way of judgment, settlement, or stipulation. City shall have the right to approve counsel that the Developer retains to represent the City, which approval shall not be unreasonably withheld.

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

23. Representation Regarding Ethical Standards. The 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.

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

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

(Signatures on the following pages)

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 duly authorized representative(s) of Developer.



CITY OF WEST JORDAN
a Utah municipal corporation

By: *Dirk Burton*
Dirk Burton, Mayor

ATTEST:

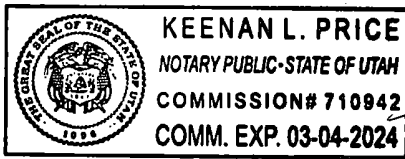
Tangee Sloan
Tangee Sloan, City Recorder

ACKNOWLEDGMENT

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

On this 3 day of August, 2021, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Tangee Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

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



Keenan L. Price
Notary Public for Utah

APPROVED AS TO FORM

Amber Jo Murray
City Attorney's Office 8/3/2021

IVORY DEVELOPMENT, LLC, a Utah Limited Liability Company ("Developer")

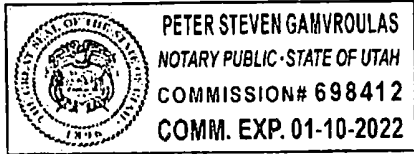
By: *[Signature]*
Its: KEVIN ANGLESEY, SECRETARY

ACKNOWLEDGMENT

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

On this 13TH day of JULY, 2021, before the undersigned notary public in and for the said state, personally appeared KEVIN ANGLESEY, known or identified to me to be the SECRETARY of **Ivory Development, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



[Signature]
NOTARY PUBLIC

Nadine A. Riddle, an individual, and Enterprises, Inc.,
a Utah Corporation ("Developer")

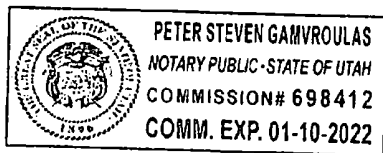
By: Nadine A. Riddle
Its: MANAGER

ACKNOWLEDGMENT

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

On this 8th day of JULY, 2021, before the undersigned notary public in and for the said state, personally appeared **Nadine A. Riddle**, known or identified to me to be an individual and the MANAGER of **Enterprises, Inc.**, a Utah corporation, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



[Signature]
NOTARY PUBLIC

EXHIBIT A**Joseph View Cottages Legal Description**

3.59 acres of land situated in the Southeast Quarter of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the easterly right of way line of Redwood Road (State Route 68), said point being South 0°11'21" West 330.00 feet and South 89°48'39" East 53.00 feet from the center of said Section 27 and running thence South 89°48'39" East 475.00 feet to the westerly boundary line of the Jordan West subdivision as recorded as entry no. 2775190; thence along said westerly boundary line South 00°11'21" West 329.10 feet to the northerly boundary line of Jordan Dale subdivision as recorded as entry no. 1743215; thence along said northerly boundary line North 89°48'39" West 475.00 feet to said easterly right of way line; thence along said easterly right of way line North 00°11'21" East 329.10 feet to the point of beginning.

EXHIBIT B

[Joseph View Cottages Preliminary Development Plan]

(See the attached pages)

Joseph View Cottages

Preliminary Development Plan

May 2021

Prepared by

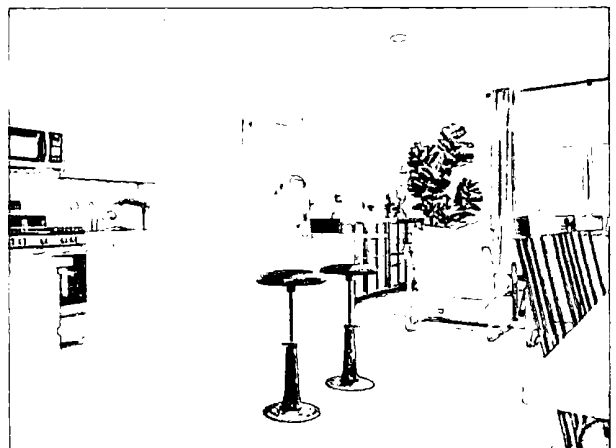
Ivory Development

Joseph View Cottages – Overview

Joseph View Cottages is a proposed single-family community located at **7481 south Redwood Road, West Jordan City**. The total project area is 3.59 acres and is currently comprised of three parcels.

Joseph View Cottages is designed to be an attractive and cohesive in-fill community that provides housing opportunities for small families, young couples, and those who wish to downsize while retaining the benefits of detached single-family living in the heart of West Jordan.

The project is intended to include twenty-four (24) small lots with cottage-type single-family homes. The overall density of the project would be 6.69 Units/Acre. All roads within the project are intended to be standard public right-of-ways. The project also includes a 6,370 SF parcel that is designed to be used for sub-surface storm drain detention and flex-use open space for the homeowners within the community.

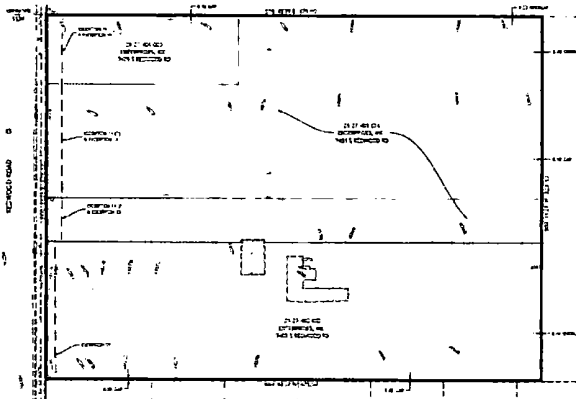


Land Features (Existing Physical Conditions)

Much of the existing property is vacant, dilapidated, unsightly and generally unused; however, a residential structure is in the southwestern portion of the property and is leased to a tenant. Two small sheds and a detached garage are located on the south side of the property as well as an animal enclosure. The existing home and accessory structures will be demolished to accommodate the proposed development.

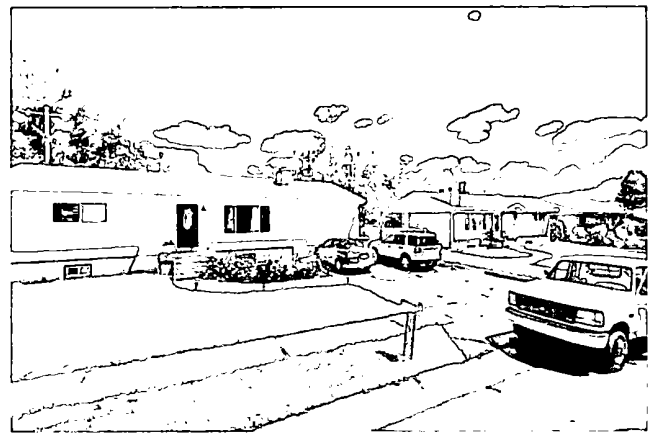
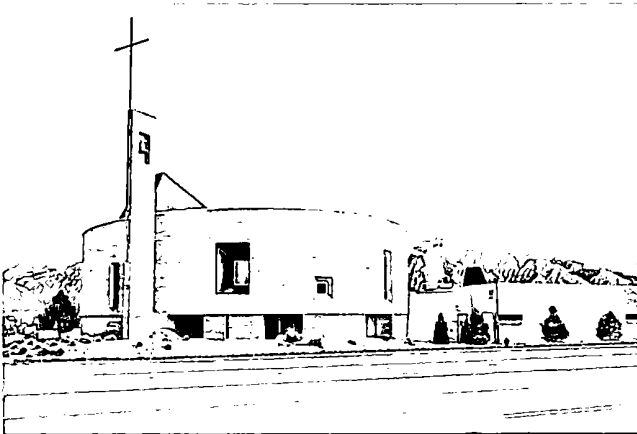


The property is generally flat and includes no unusual topography or physical characteristics. A full survey has been completed which details all existing easements, abutting property owners, structures, and site topography. A Utility Plan has also been provided to show the locations of all existing utilities and the new connections to provide services to the development. All existing and new utility lines within the subdivision will be buried underground, as required by §8-2-4 of West Jordan City Code.



Surrounding Land Use and Zoning

The property fronts Redwood Road and is surrounded on all other sides by residential single-family lots. The only non-residential neighboring property is Saint Joseph the Worker Catholic Church that partially abuts the northern boundary.



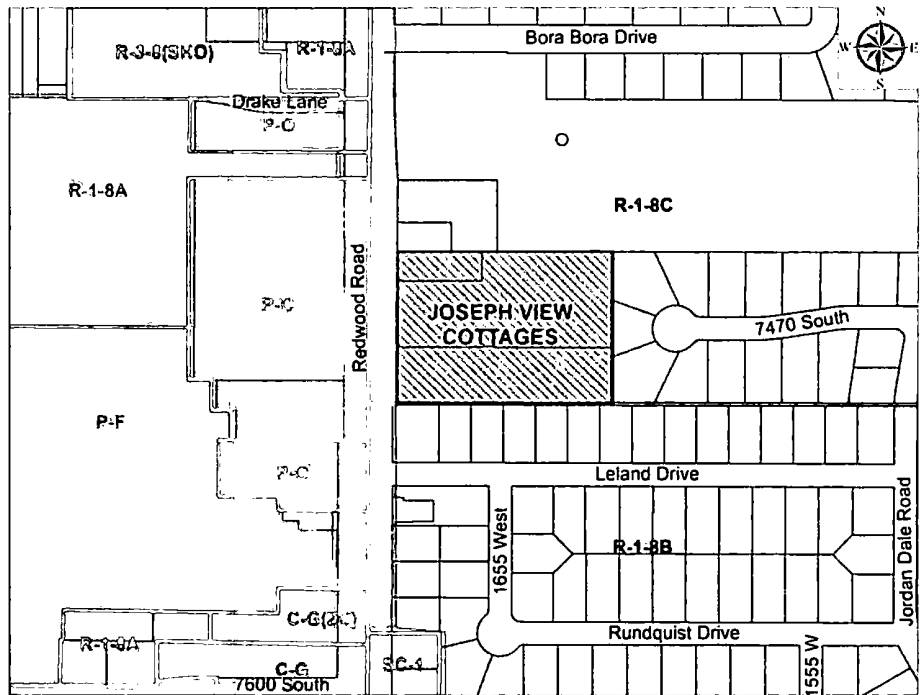
Northern and Western Neighboring Zones are R-1-8C

Southern Neighboring Zone is R-1-8B












Zoning and Future Land Use Maps

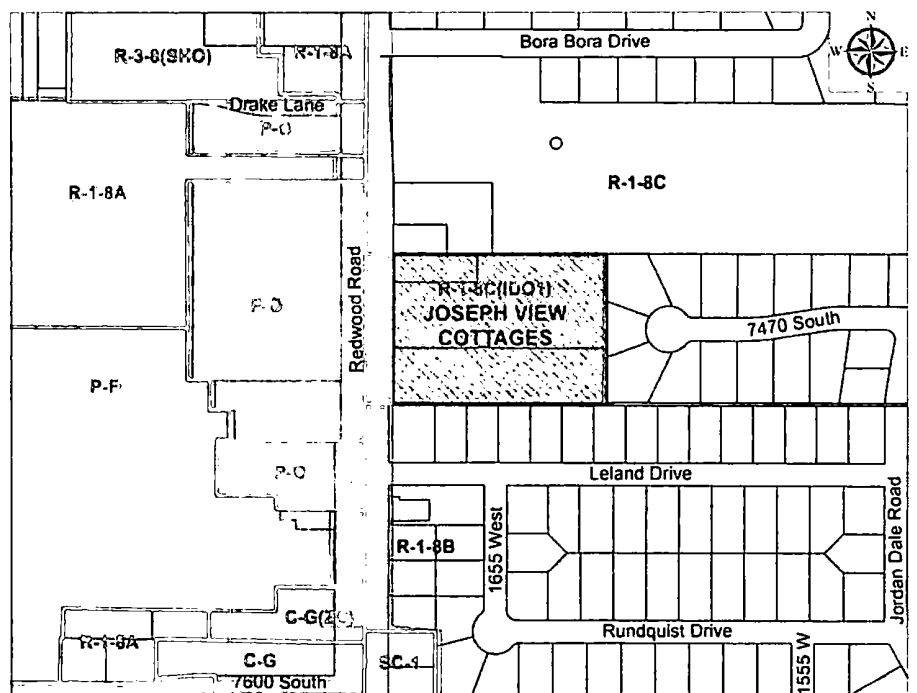
Current Map



Legend

-  Zone Boundary
-  Parcels
- Future Land Use Designations**
-  Community Commercial
-  Public Facilities
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Very High Density Residential
-  Professional Office

Proposed Map



General Area Surroundings

Parcels within a 1000' radius

There are 239 parcels within a 1000' radius of the subject property. Of these properties only five are vacant and the vacant parcels all together make up a total of 4.4 acres. The general area is well built out.

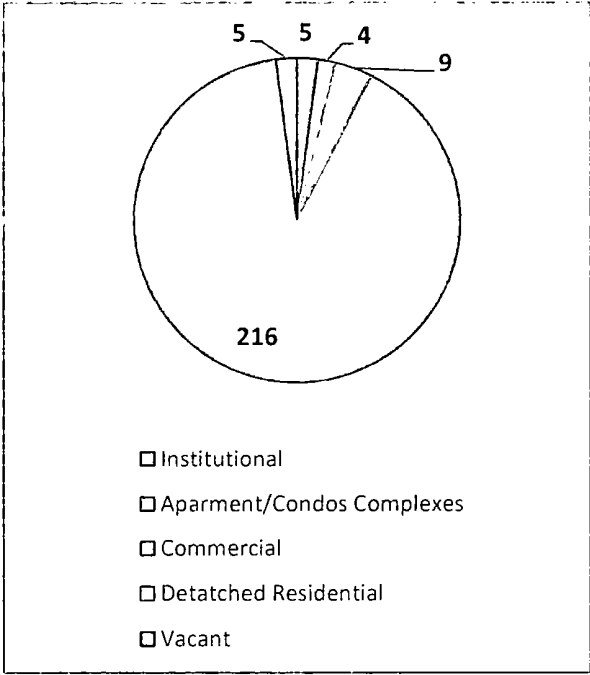
2% of the neighboring properties are Schools, Municipal Organizations, or Churches
(Institutional)

There are four **apartment/condominium complexes** within the 1000' radius

Along Redwood Road there are roughly nine **commercial** type properties

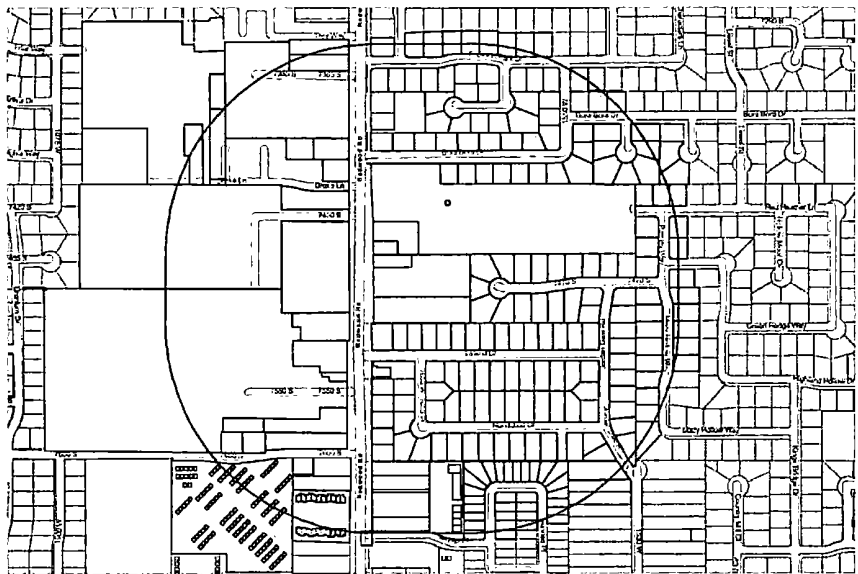
90% of the surrounding properties consist of single family **detached housing**.

Most of the housing is divided between seven different subdivisions. The average age of these housing developments in the surrounding area is 40 years old.



Neighboring Subdivisions

Erikson Estates	Vista Via
<i>Developed 1995</i>	<i>Developed 1978</i>
Jordan Dale	Jordan West
<i>Developed 1960</i>	<i>Developed 1976</i>
Sunrise Twin Homes	Highlands Ph5
<i>Developed 1980</i>	<i>Developed 1997</i>
George Adondakis Subdivision	
<i>Developed 1946</i>	
<i>Amended 1988</i>	



Proposed IDO Lot Details

Total Project Area = 3.59 Acres

Cottage Lots = 24

Density = 6.69 Units/Acre

Common Area = 9,278 SF

Minimum Interior Lot Area = 3,913 SF

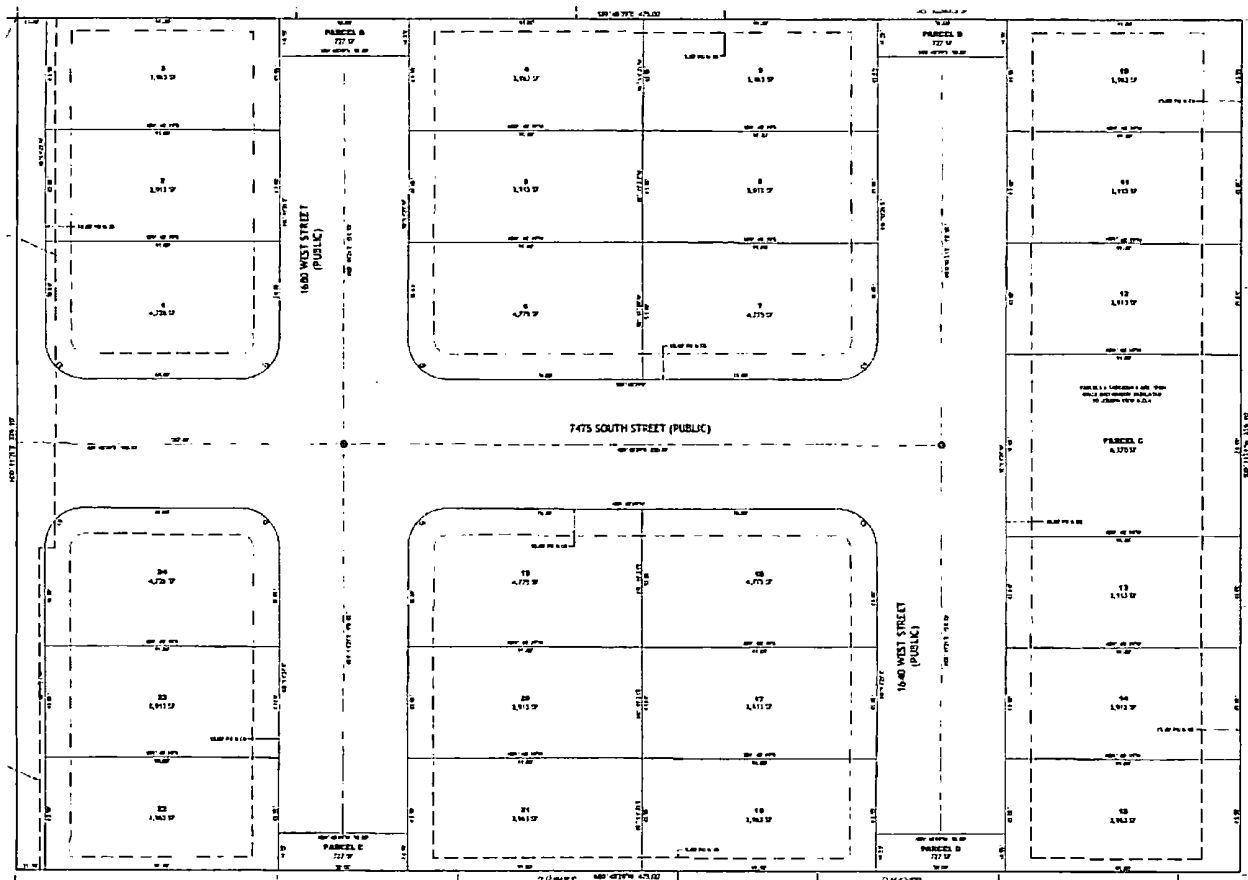
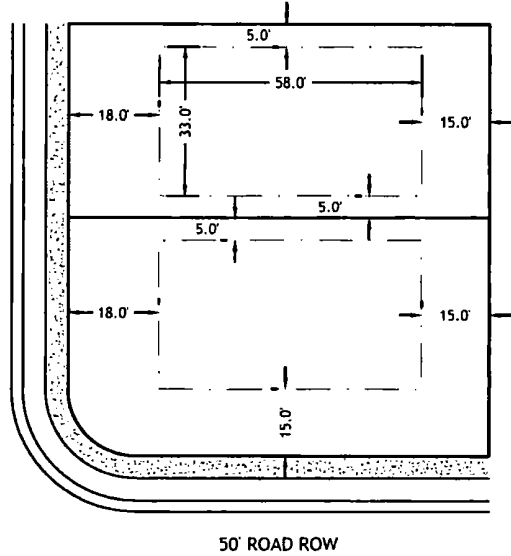
Minimum Corner Lot Area = 4,726 SF

Average Lot Area = 4,141 SF

Minimum Lot Width = 43.0'

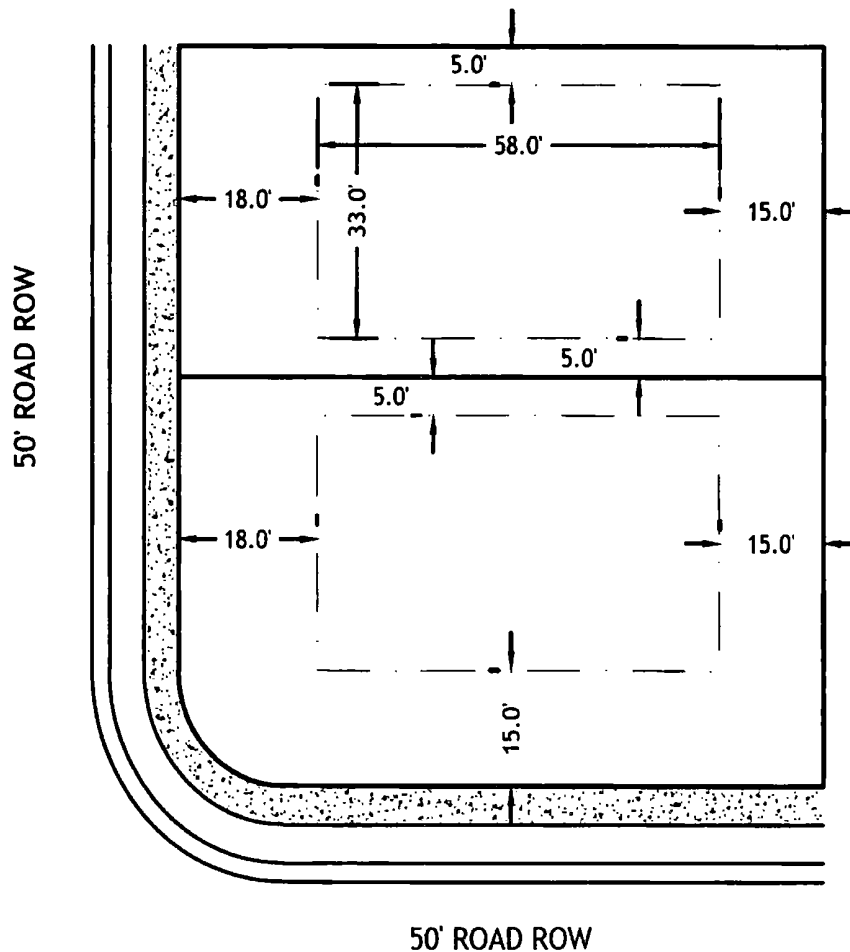
Average Lot Width = 45.7'

Minimum Lot Frontage = 43.0'



Proposed IDO Setbacks

Minimum Front Setback:	18.0'
Minimum Corner Side Setback:	15.0'
Minimum Interior Setback:	5.0'
Minimum Rear Setback:	15.0'
Minimum Living Area:	Rambler 2,546 SF Two-Story 2,441 SF
Maximum Building Height:	32.0'
Average Building Height:	Unknown at this time – a mix of ramblers and two-stories are expected
Maximum Lot Buildable Area:	60%



Purpose of the IDO Plan

The intent of the Development Plan is to reclassify the subject property as a R-1 Zone with an Infill Development Overlay (IDO). The purpose is to permit for a higher and better use for the property than would be permitted under current zone.

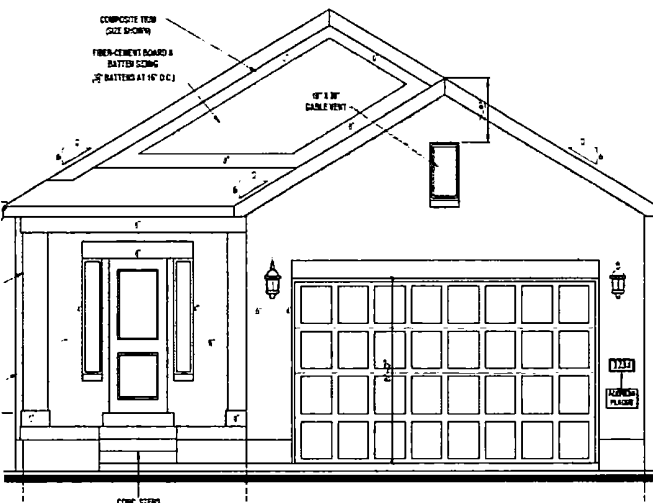
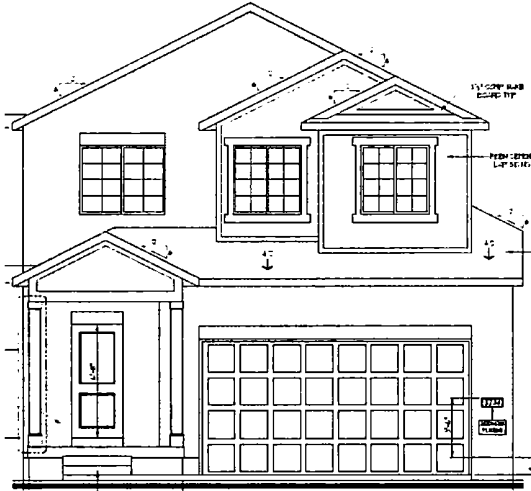
The current general plan designates the property for medium density housing which would be less feasible given the property's location and frontage on Redwood Road, a major arterial road. A higher density residential use is consistent with much of Redwood Road where higher density housing land-uses are present or expected within the general plan.

Existing infrastructure such as traffic, streets, intersections, water and sewer, storm drains, electric power, fire protection, and garbage collection would be minimally impacted by changing the properties land-use. Some of the most expensive investments needed to support residential development are water, sewer, road, and school systems. One of the clear advantages to a higher density residential infill development such as is being proposed on the subject property is that those higher cost infrastructure prerequisites are currently existing with excess capacities. In effect, allowing for more units on the location would technically have a "zero marginal cost" because no new facility or offsite costs would be incurred.

The property would serve a higher and better use to the community with a zoning designation that would allow for the creation of incrementally more housing without the introduction of a multi-family element. Except for the neighboring St. Joseph Catholic Church, the property is enclosed on all sides with single family residential land-uses. Traffic would not be impacted in adjoining neighborhoods as the only plausible ingress and egress into the Subject Property is from Redwood Road. As a major city thoroughfare, the traffic impacts to Redwood Road would be a rounding error.

Furthermore, the redesignation of the property with an IDO would allow for a greater diversity of appropriate housing types to be constructed on the property. The concept that we present as part of our application would be a neighborhood of 24 small single family detached lots. The smaller lots help alleviate the cost of entry into this housing type and create more attainable homeownership within West Jordan City. The concept plan is substantially similar to the surrounding neighborhood uses while simultaneously recognizing the property's location on one of the most highly trafficked roads in the valley. The proposed development calls for a land-use that would allow for an incrementally greater number of units. It is our intent that by utilizing the IDO overlay this property can provide reasonable development that fits seamlessly within the surrounding established neighborhoods.

Building and Structures



The homes in the project will be a variety of single story and two-story single-family cottage homes.

The homes will be all be from the Trail and Parkside Cottage and Catalogues by Ivory Homes (Appendix A). The Catalogues offer an attractive theme based on consistent architectural styles.

To ensure diversity, identical elevations shall not be permitted abutting the lot or across the street from one another.

Great attention shall be given with regard to building materials, window placement and proportion, color and variety.

All homes will include 4' sided architecture, architectural styling and sufficient fenestration and form that breaks up large flat exterior walls. Special attention will be placed on corner lots where 2 sides of the home face streets.

All homes will include brick or stone siding in the square footage that is equal to or exceeds 2X the linear perimeter of the foundation.



4-Sided Architecture

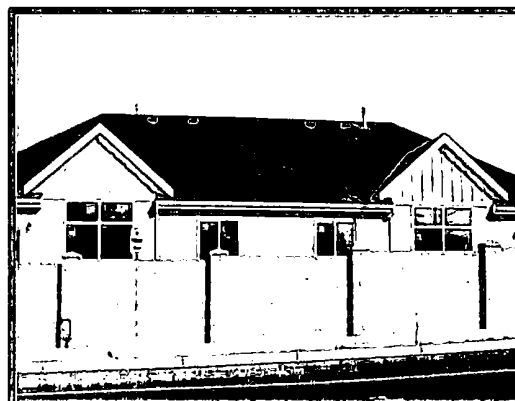
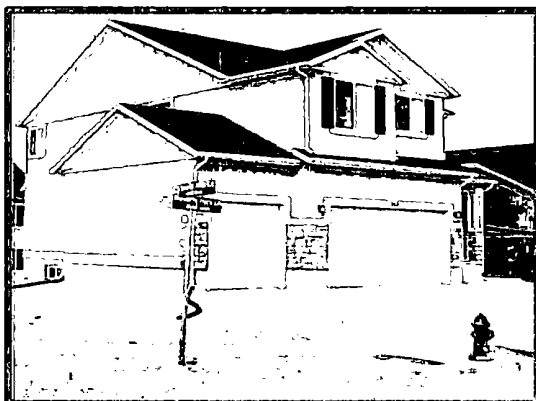
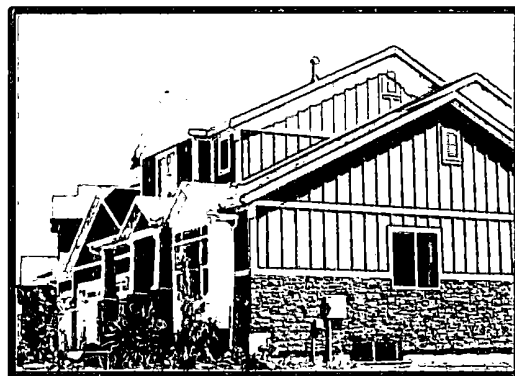
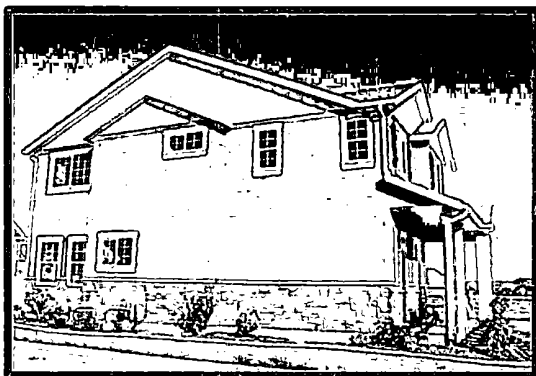
Design Requirements

Elevations Facing a Street

House facades facing a street, including corner side facades and rear facades facing Redwood Road, shall use high quality material treatments and window treatments found on the front of the home.

Material Treatments

1. Gables facing a street shall be enhanced with fiber cement board or board & batten.



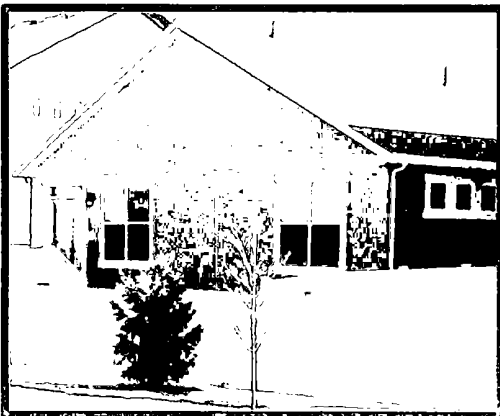
2. Elevations facing a street that have no gables shall be fully covered with one or a mix of the following materials:

- fiber cement board
- board & batten
- stone
- brick



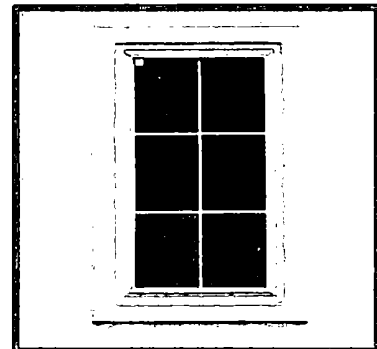
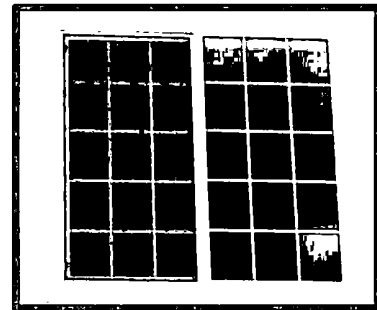
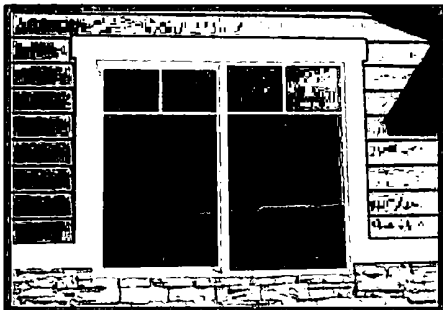
3. For homes that do not have any fiber cement board or board & batten siding, all of the following shall be provided on the elevations facing a street:

- Stone wainscot continued fully along the façade (not required on rear facades).
- Minimum 8-inch wide stucco band or decorative brackets/corbels in all gables.



Window Treatments

- Minimum 4-inch wide trim shall be included around all windows facing a street.
- Mullion grids shall be included in all windows facing a street.
- Multiple windows shall be provided on facades that face a street in order to break up the exterior wall surface area.
 - The maximum distance between 2 windows and/or a window and a corner or door shall be 8 feet.
 - Exceptions to the maximum distance may be made to account for pantries, closets or similar circumstances where a window would be impractical.



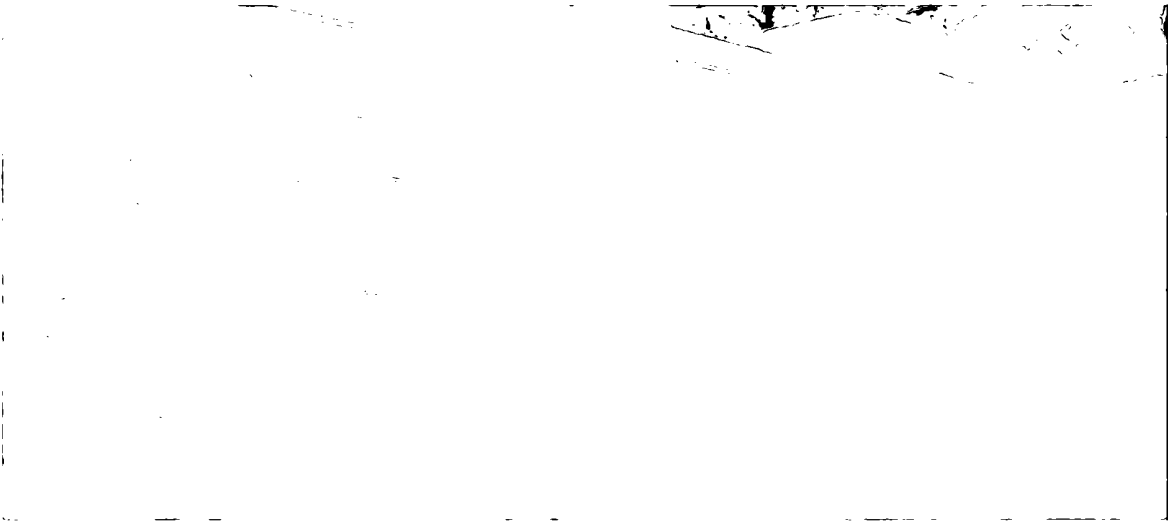
Elevations Not Facing A Street

Due to the minimal space between homes and the build-to-suit nature of the development, material and architectural treatments on facades that do not face a street are not as critical because most of the façade will not be seen by the general public. However, a portion of the interior side façade closer to the front will be seen as pedestrians and motorists approach the house. To account for this, at least 1 of the following material treatments shall be provided on all side facades that do not directly face a street:

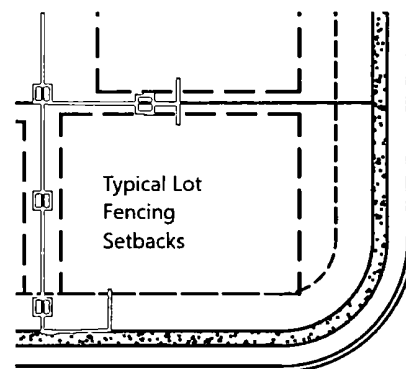
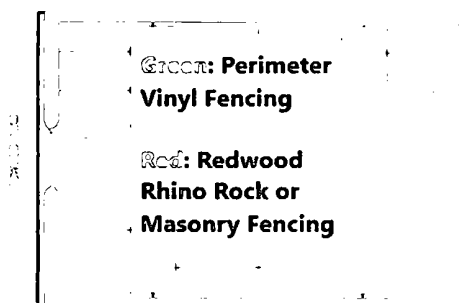
1. Stone or brick wainscot returned at least half of the entire length of the interior side façade.
2. Gable enhanced with fiber cement board or board & batten found on the front elevation.
3. Fiber cement board or board & batten siding returned at least half of the entire length of interior side façade.

Fencing and Wall

Joseph View Cottages will have a permanent concrete wall that spans the West boundary along Redwood Road. The concrete wall will consist of masonry or RhinoRock and will be six feet (6') high with pillars spaced 20' apart. Pillars will extend at least 3" above the wall panels and be capped by concrete. The material and color will be determined to match the expected home palettes and that of the surrounding properties. Once installed, and after the one (1) year warranty period has expired, the wall will be the responsibility of the Joseph View Cottage Homeowners Association (HOA).



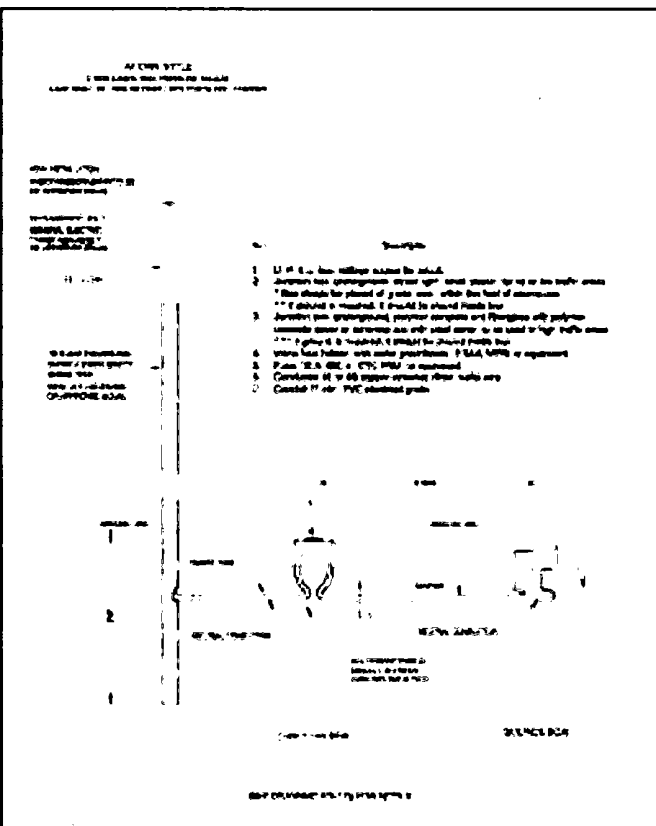
Installation of individual lot fencing will be at the discretion of homeowners. However, permitted fencing materials, colors, and locations will be set forth in the HOA rules and regulations. Typical lot fencing will be white, tan or grey vinyl and returns will be required to be set back at least 10' from the front plane of the home. The setback of back yard fencing is to promote open side yards while preserving opportunities for homeowners to have enclosed and private back yard spaces. Perimeter vinyl fencing will be installed on the non-Redwood facing boundaries.



Lighting

All Light fixtures will conform with West Jordan City Standards. Placement of Street Lights is primarily for vehicular and pedestrian safety. Streetlights in the project will be placed at all intersections as shown on the Site Plan.

The intent of the project is to maintain a small cottage neighborhood atmosphere with the need to provide for the safe movement of vehicles and people and to protect the desired ambiance and feel of the community.



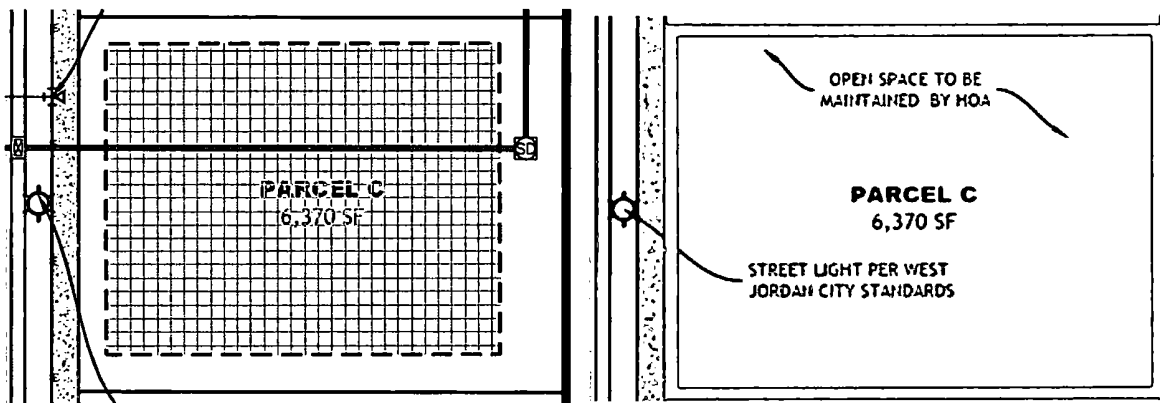
All streetlights shall be no taller than twelve (12') tall measured from grade to top of the pole (non-inclusive of light fixture), aluminum shaft with fluted finish direct burial pole with a three-inch (3") tenon top.

All streetlights located in the project shall be located in the park strip. Up-light limiting shields shall be required on all lights to minimize up-lighting, glare, and light pollution.

Redwood Road will include double-fluted streetlights as required by West Jordan City. The specifications and location of the streetlights will be as required by West Jordan City.

Public and Private Use Areas

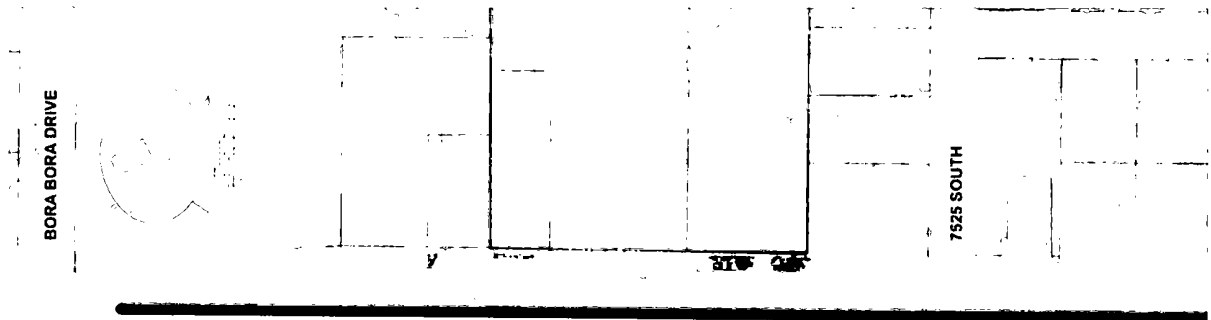
Public use area in the project is limited to the public right-of-way. The remainder of the project consists of private lots and five common area open space parcels. The common area will be dedicated to the HOA and maintained for the common benefit of the association membership. The common area will serve the project in two ways. Parcel C will contain a sub-surface retention system to collect and detain the stormwater arising from the development. Because the storm water detention will be underground, the parcel will have a flat surface grade and will be landscaped with sod. This common green will function as a flex space for residents of the community to recreate and congregate.



All common areas will be enhanced with amenities designed to promote play, recreation, and community event space.

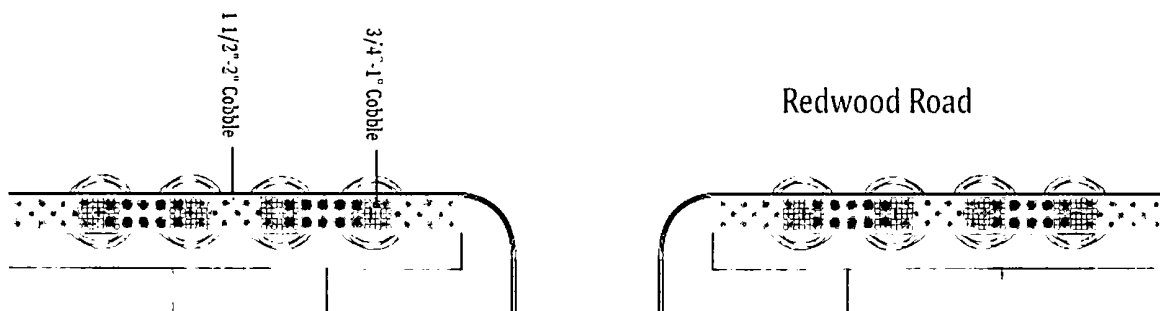


Redwood Road Park Strip



Along Redwood Road a new 10' park strip and 10' sidewalk will be constructed per the Redwood Road Corridor Master Plan.

The park strip will include an attractive blend of cobble rock, trees, and decorative grasses. The selected landscape materials will ensure that the public face of the community is visually appealing, water-wise, and salt resistant.



Buttressing Redwood Road provides high visibility to the community; however, it also includes challenges. The tree and grass species will be selected to be hardy against salt contamination that is expected each winter from snowplows. The trees will be selected to provide an even canopy, shade, and noise mitigation features.



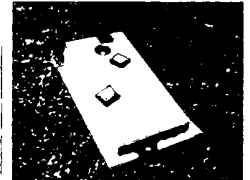
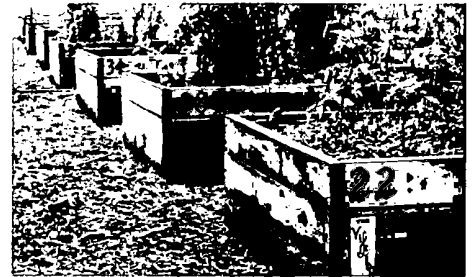
Legend			
Common Name	Qty	Size	
Flower, Grass			
Grass, 'Karl Foerster'	20	Each	
Flower, Perennial			
Daylily, Stella	12	Each	
Tree, Deciduous			
Pear, Redspire	6	2"	



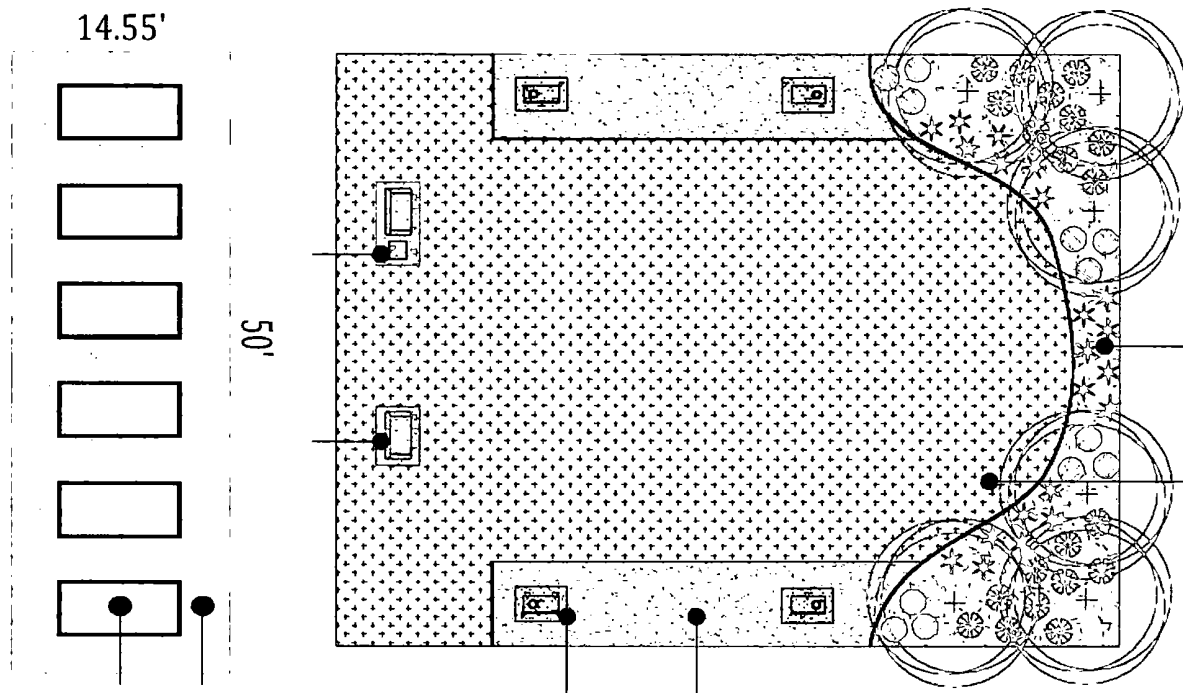
Community Amenities

Though each lot will include private outdoor spaces, the sizing of the lots limit their range of use. To counter the smaller private spaces, common area spaces will be designed to promote outdoor activities in a communal setting.

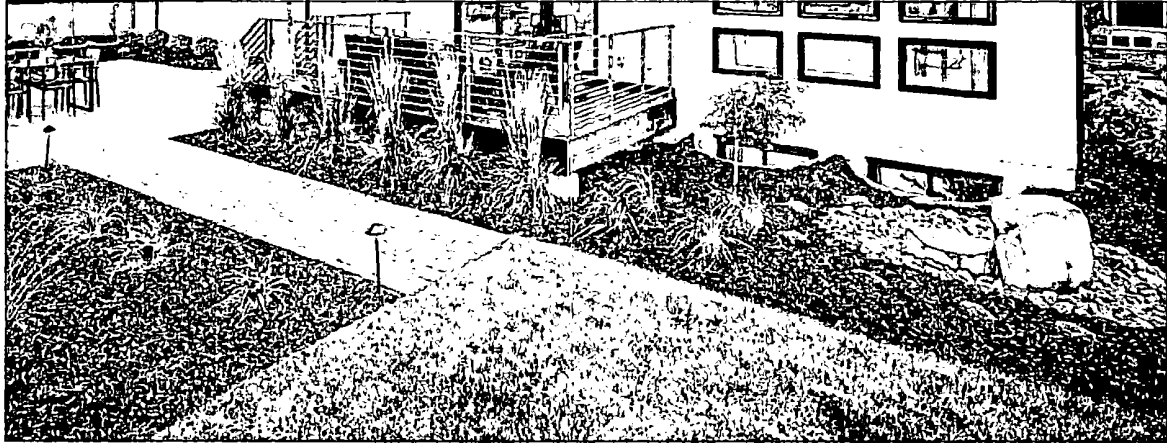
Garden boxes will be installed at the stub ends of 1650 West and 1640 West. The boxes will provide all residents gardening opportunities within a short walk of their homes.



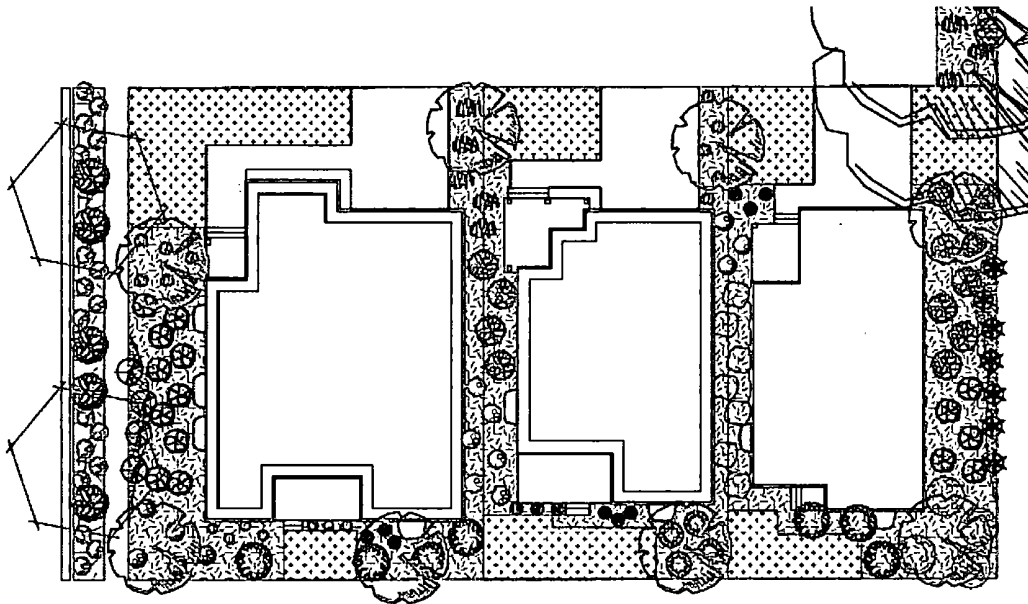
Parcel C will be enhanced with sod, park benches, trash receptacle, trees, plants and permanent-all-weather cornhole standards. The site furniture and landscaping will be located near the boundaries of the parcel to maintain the remainder of the green open for flexible use. It is expected that the green will be used for play, recreation, and community event space.



Lot Landscaping

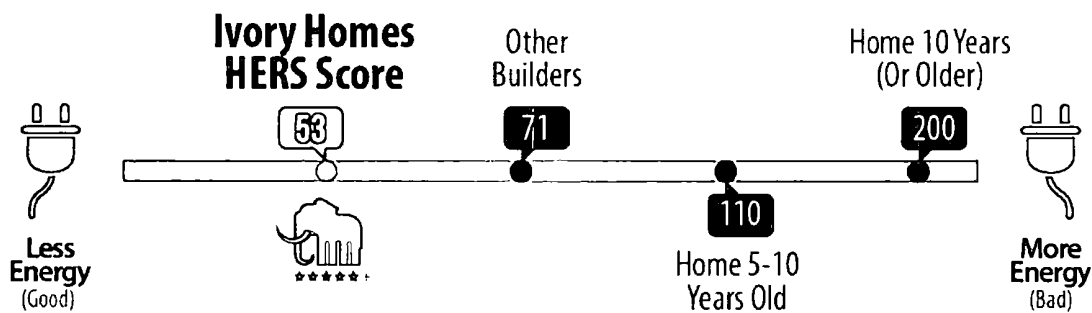


While the common green will be sodded to lend itself for communal and recreational activities, ***the individual lots themselves will be landscaped by the builder*** to ensure a cohesive landscape theme, minimize irrigated areas, and to conserve water. Outdoor spaces will be designed to work in harmony with Utah's local climate. This includes a commitment to use water-wise plants. Sod will be limited to the most usable places on the lot. In areas that will not benefit from lawn; cobble, mulch, or bark planting beds will be designed and densely populated with drip irrigated shrubs and trees.



Energy Efficiency and EV Capabilities

Ivory Homes will be building each of the homes to achieve one of the lowest HERS (Home Energy Rating System) scores in the area. To do so each home will include energy efficient appliances, windows, insulation, and the best framing practices to keep homes cool in the summer, comfortable in the winter and energy efficient all year long. With an average HERS score of 53 the homes in the project will be 25% more efficient than code requirements and 75% more efficient than the average home in the general area.

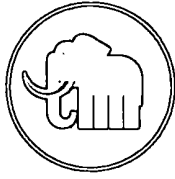


Furthermore, to improve and promote sustainability and energy efficiency in the community each home will be built electric vehicle (EV) ready. Each garage will include safe access to a dedicated 240V power supply for the faster level 2EV charging stations. Pre-wiring the homes for EV charging during construction will save homeowners hundreds of dollars when they choose to switch to an electric vehicle.



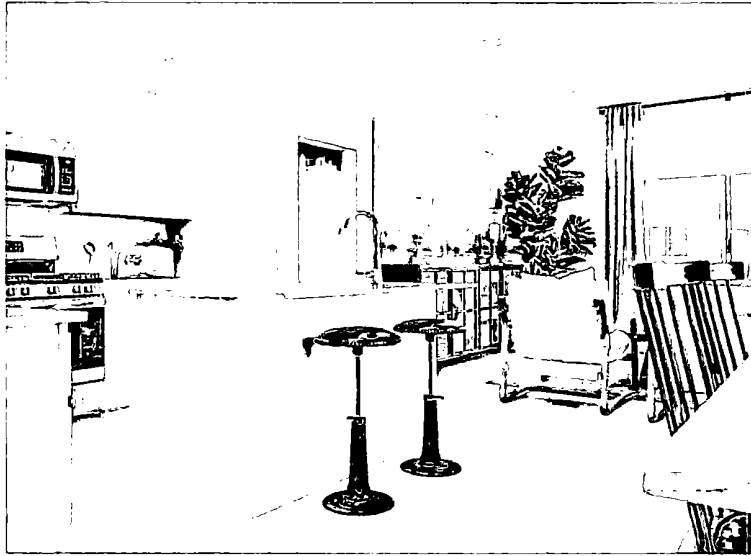
Appendix A

Trail & Parkside Cottage Catalogues



TRAIL COTTAGES





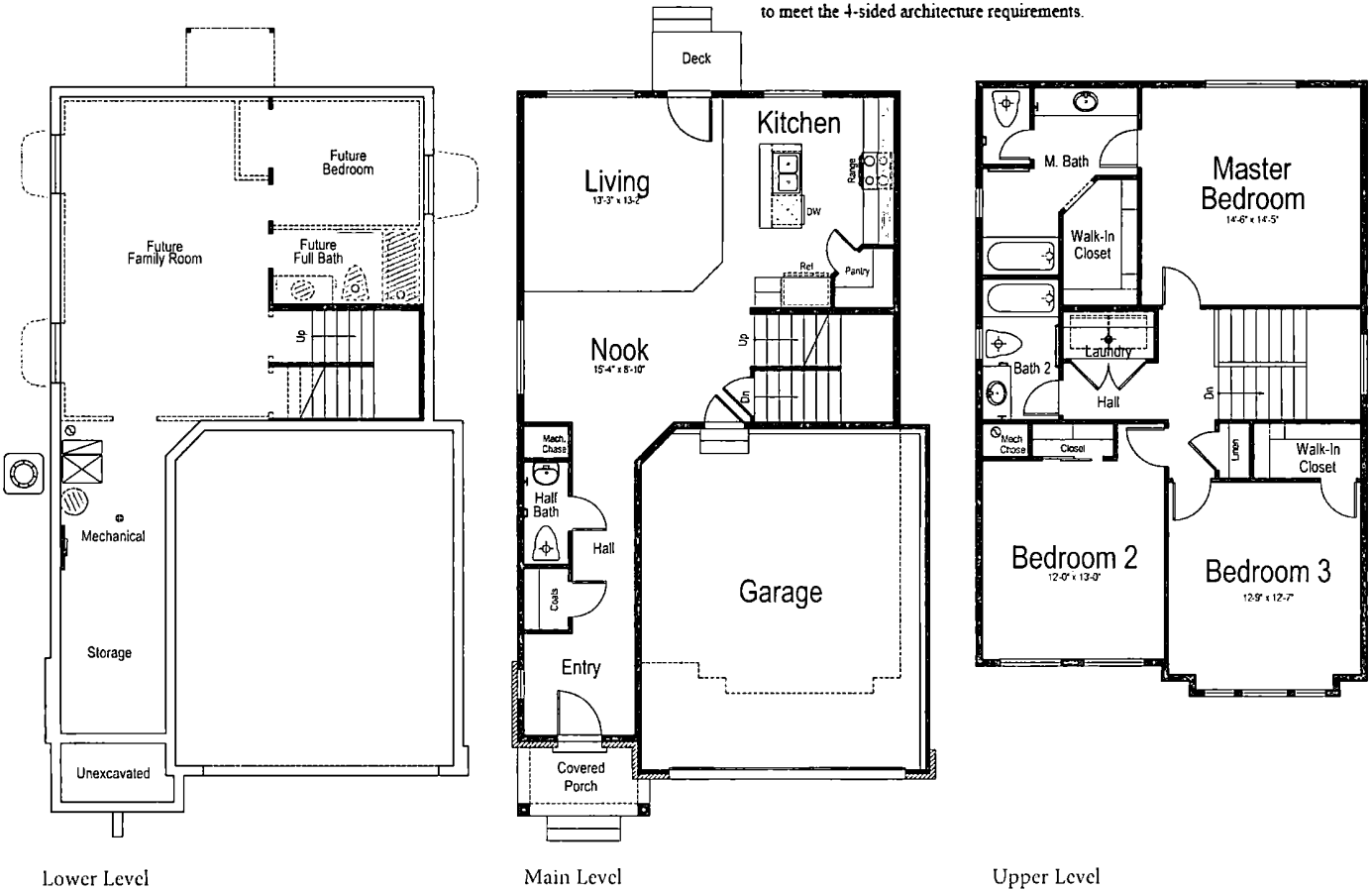
HOME PLANS

PLAN NAME	TOTAL FINISHED SQUARE FOOTAGE	TOTAL SQUARE FOOTAGE	BEDROOMS (FINISHED)	BATHROOMS (FINISHED)	WIDTH	DEPTH
TWO STORY PLANS						
Carson	1,745	2,441	3	2 1/2	28'-0"	49'-0"
Sanders	2,037	2,931	3	2 1/2	28'-0"	55'-0"
Campbell	1,855	2,926	4	2 1/2	29'-0"	55'-0"
RAMBLER PLANS						
Covington	1,329	2,658	3	2	32'-0"	58'-0"
Grady	1,273	2,546	2	2	32'-0"	58'-0"



CARSON *(Two Story)*

On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Total finished sq. ft.: 1,745
 Total unfinished sq. ft.: 696 | Total sq. ft.: 2,441
 Bedrooms: 3 | Bathrooms: 2 1/2 | 28' W x 49' D



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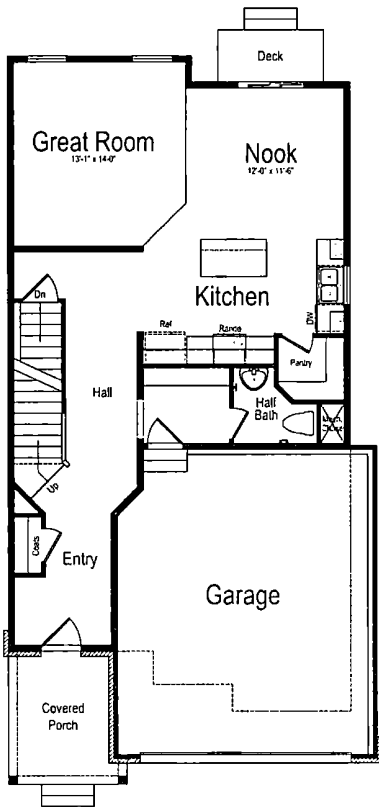
Sanders A



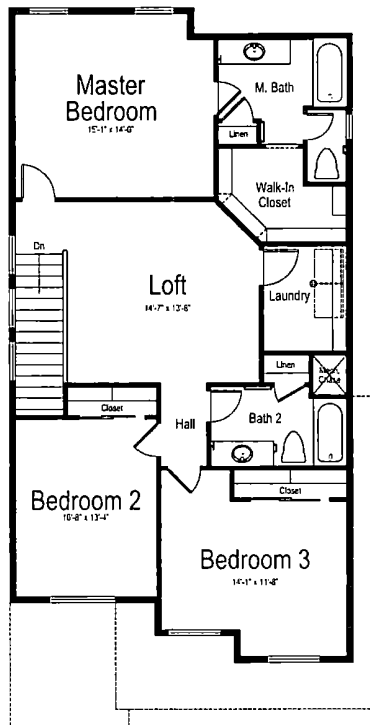
Sanders B

SANDERS (Two Story)

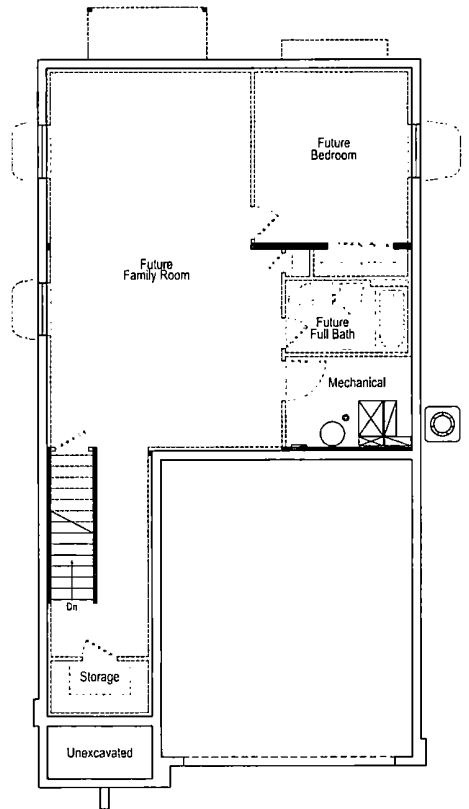
On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



Upper Level



Lower Level

Total finished sq. ft.: 2,037
 Total unfinished sq. ft.: 894 | Total sq. ft.: 2,931
 Bedrooms: 3 | Bathrooms: 2 1/2 | 28' W x 55' D



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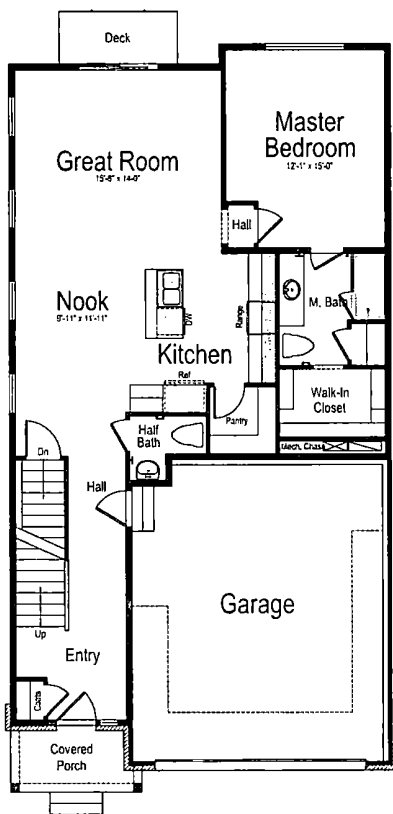
Campbell A



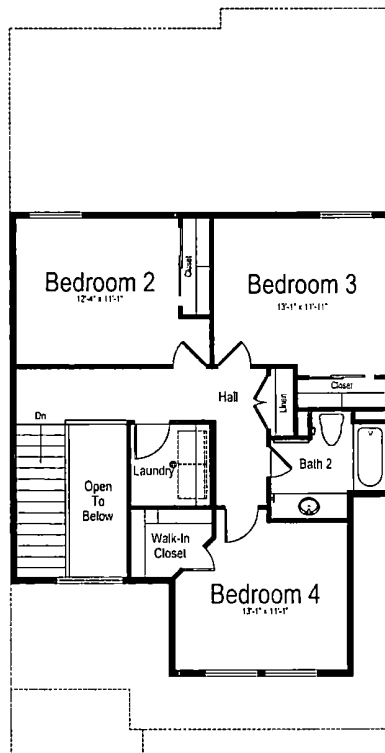
Campbell B

CAMPBELL (Two Story)

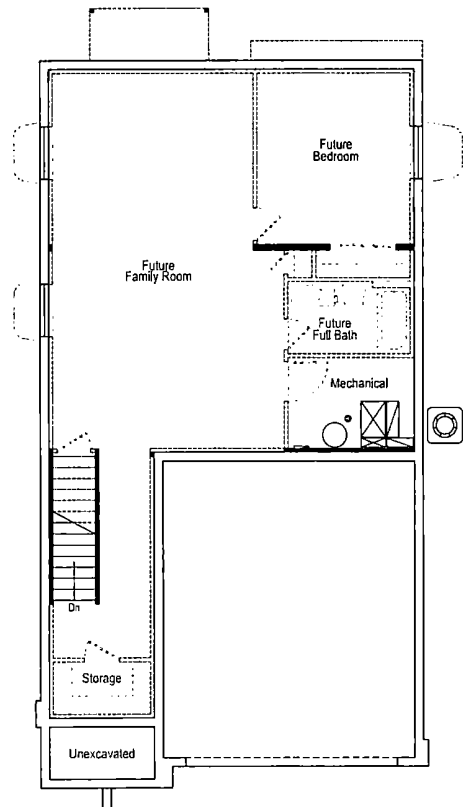
On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



Upper Level



Lower Level

Total finished sq. ft.: 1,859

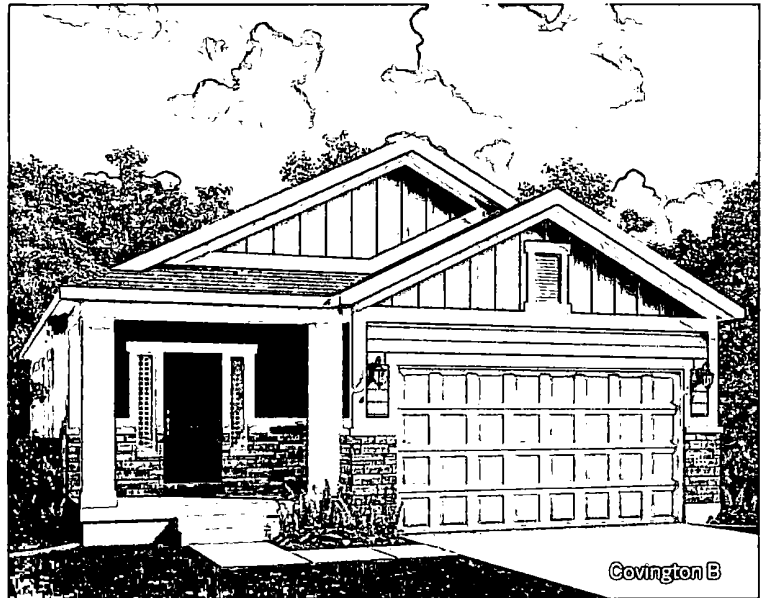
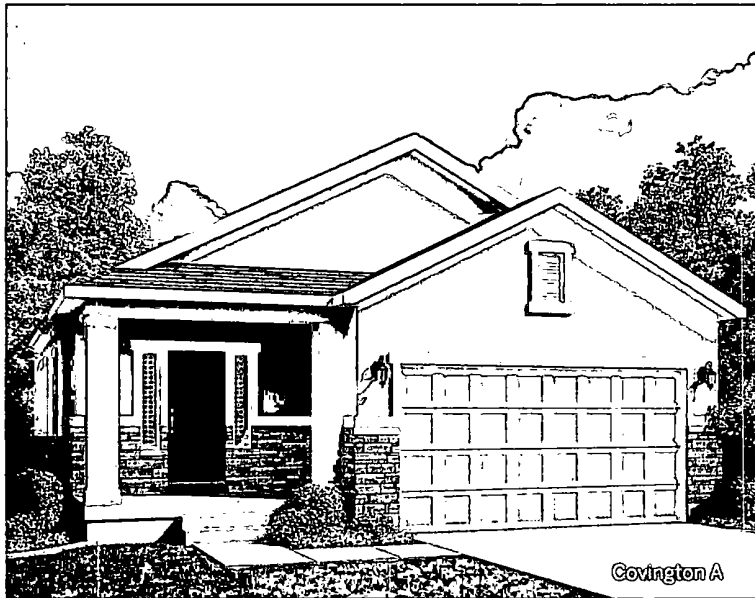
Total unfinished sq. ft.: 1,067 | Total sq. ft.: 2,926

Bedrooms: 4 | Bathrooms: 2 1/2 | 29' W x 55' D

IVORYCOTTAGES

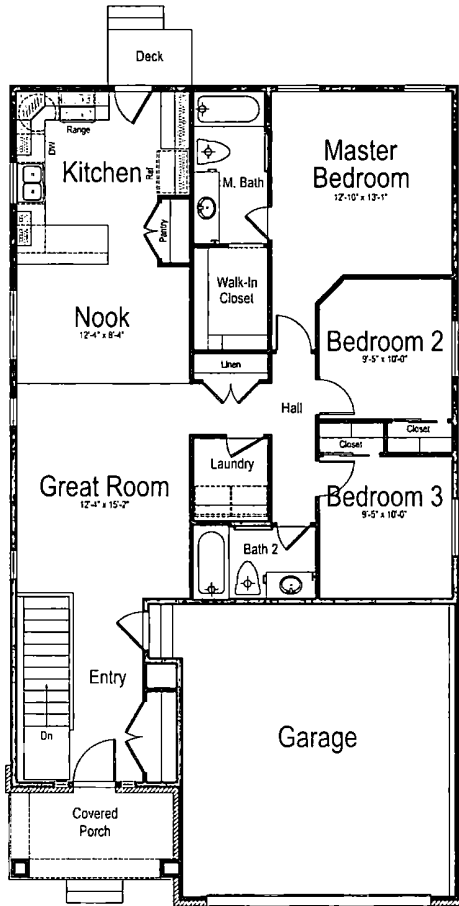
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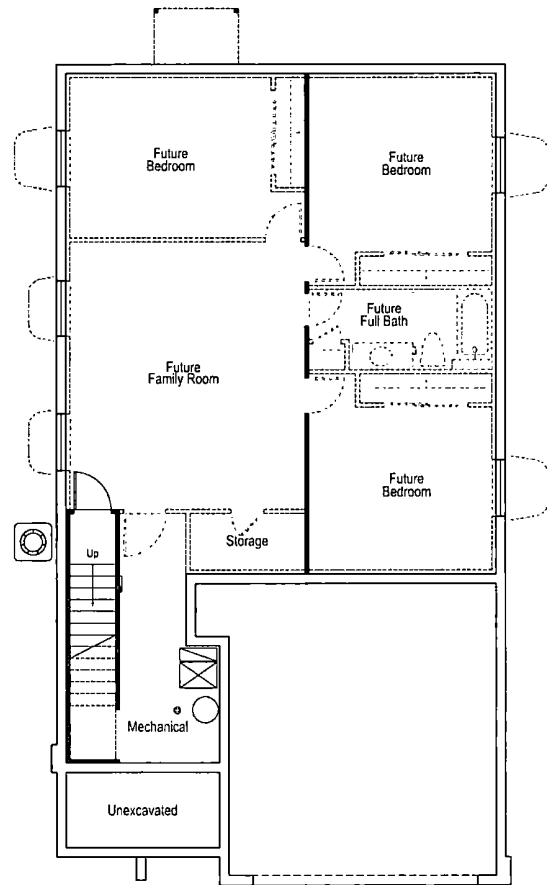


COVINGTON *(Rambler)*

On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



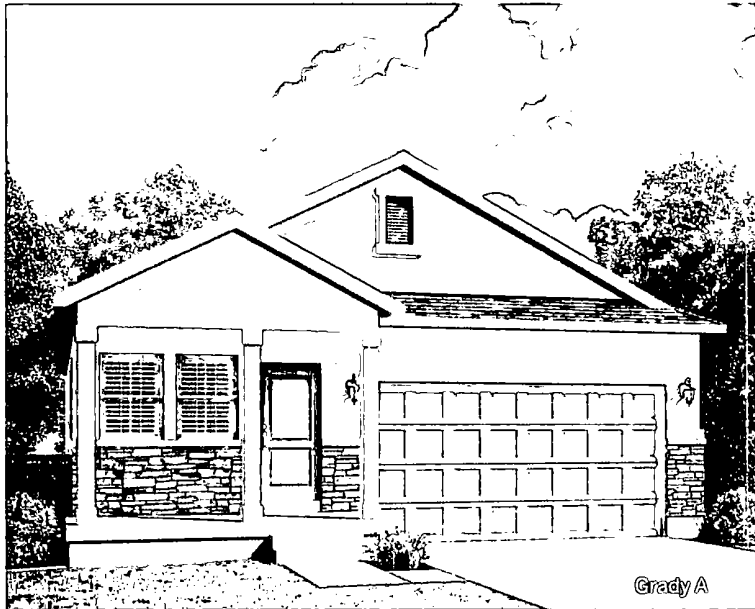
Lower Level

Total finished sq. ft.: 1,329
 Total unfinished sq. ft.: 1,329 | Total sq. ft.: 2,658
 Bedrooms: 3 | Bathrooms: 2 | 32' W x 53' D

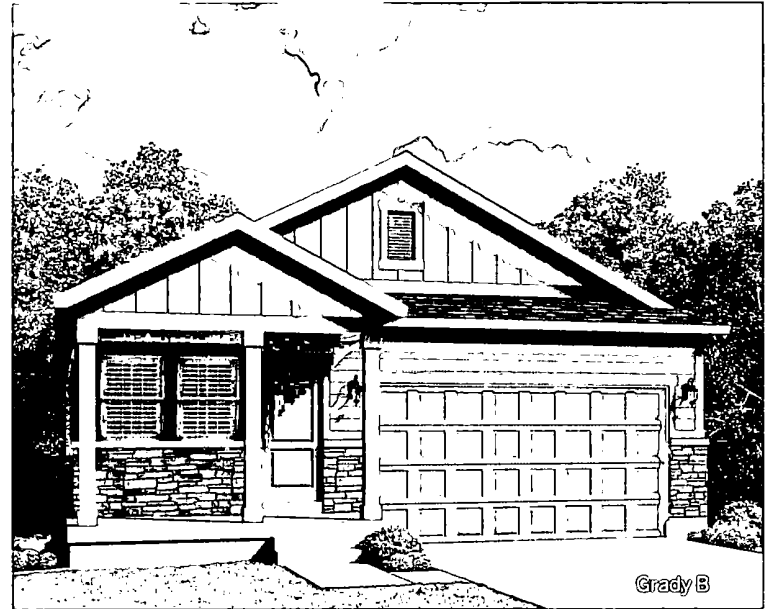


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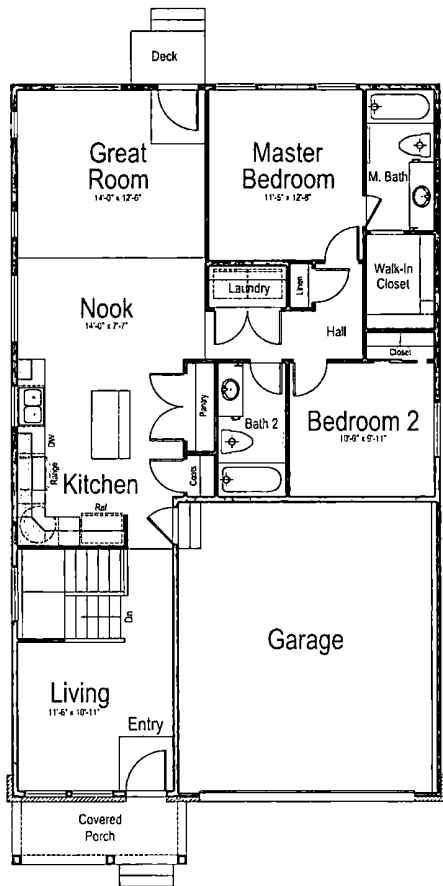
Grady A



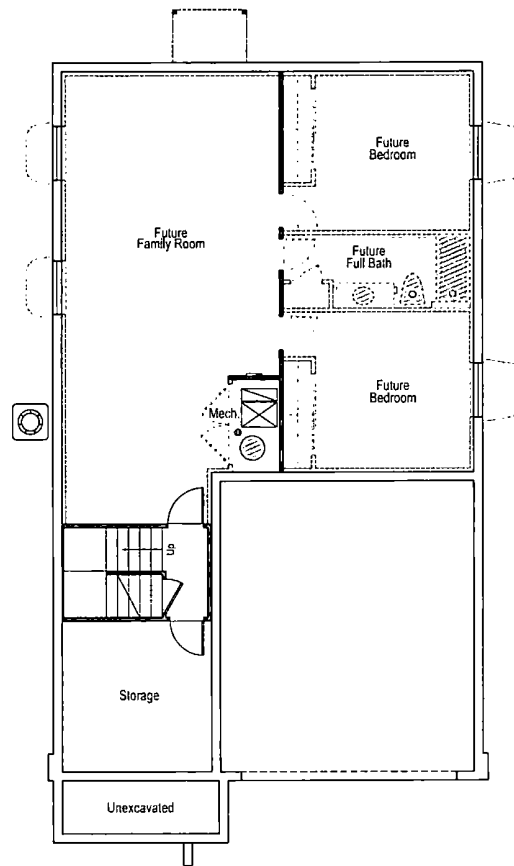
Grady B

GRADY (Rambler)

On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



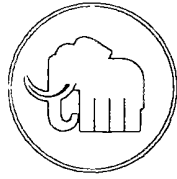
Lower Level

Total finished sq. ft.: 1,273
 Total unfinished sq. ft.: 1,273 | Total sq. ft.: 2,546
 Bedrooms: 2 | Bathrooms: 2 | 32' W x 58' D

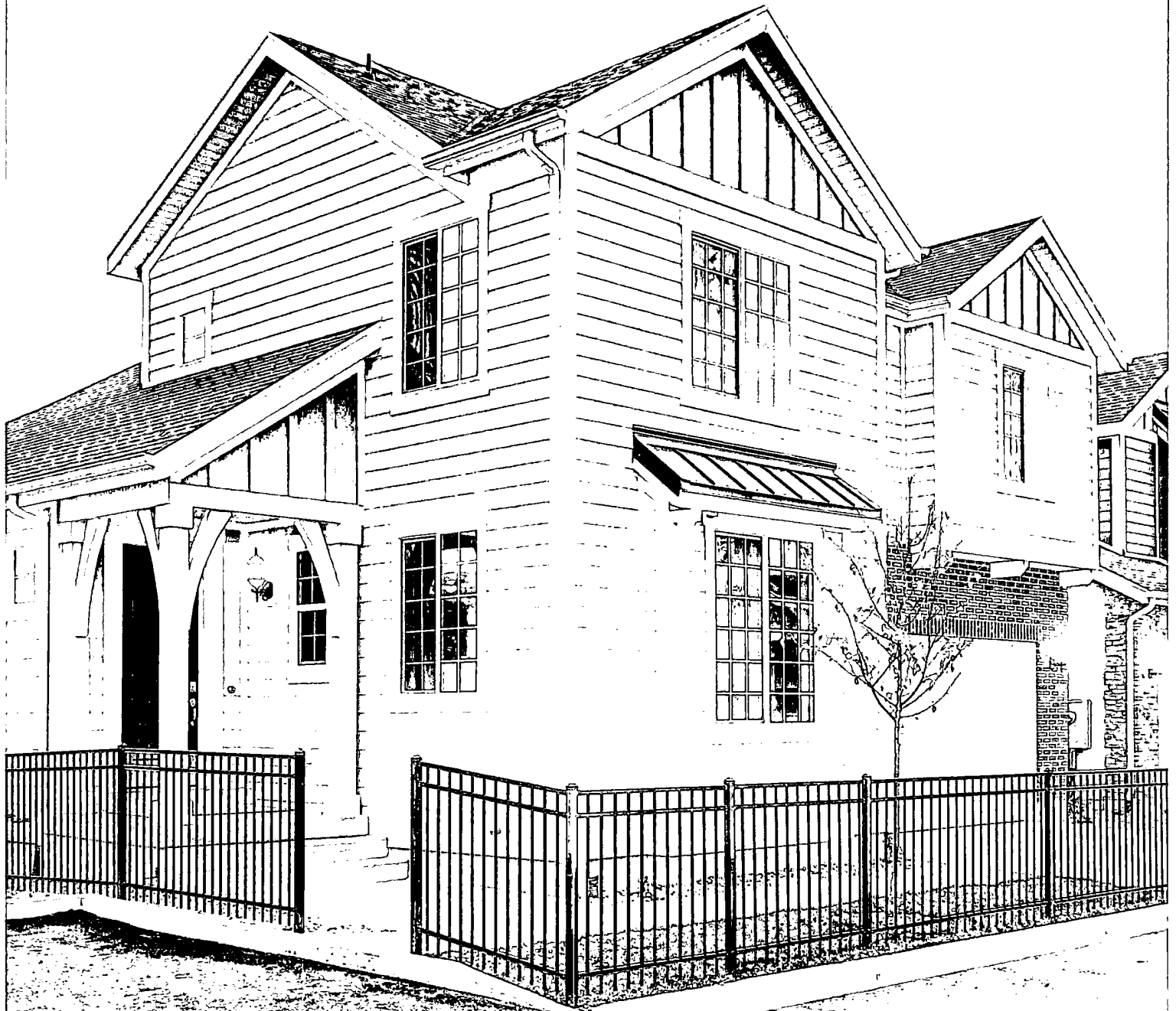


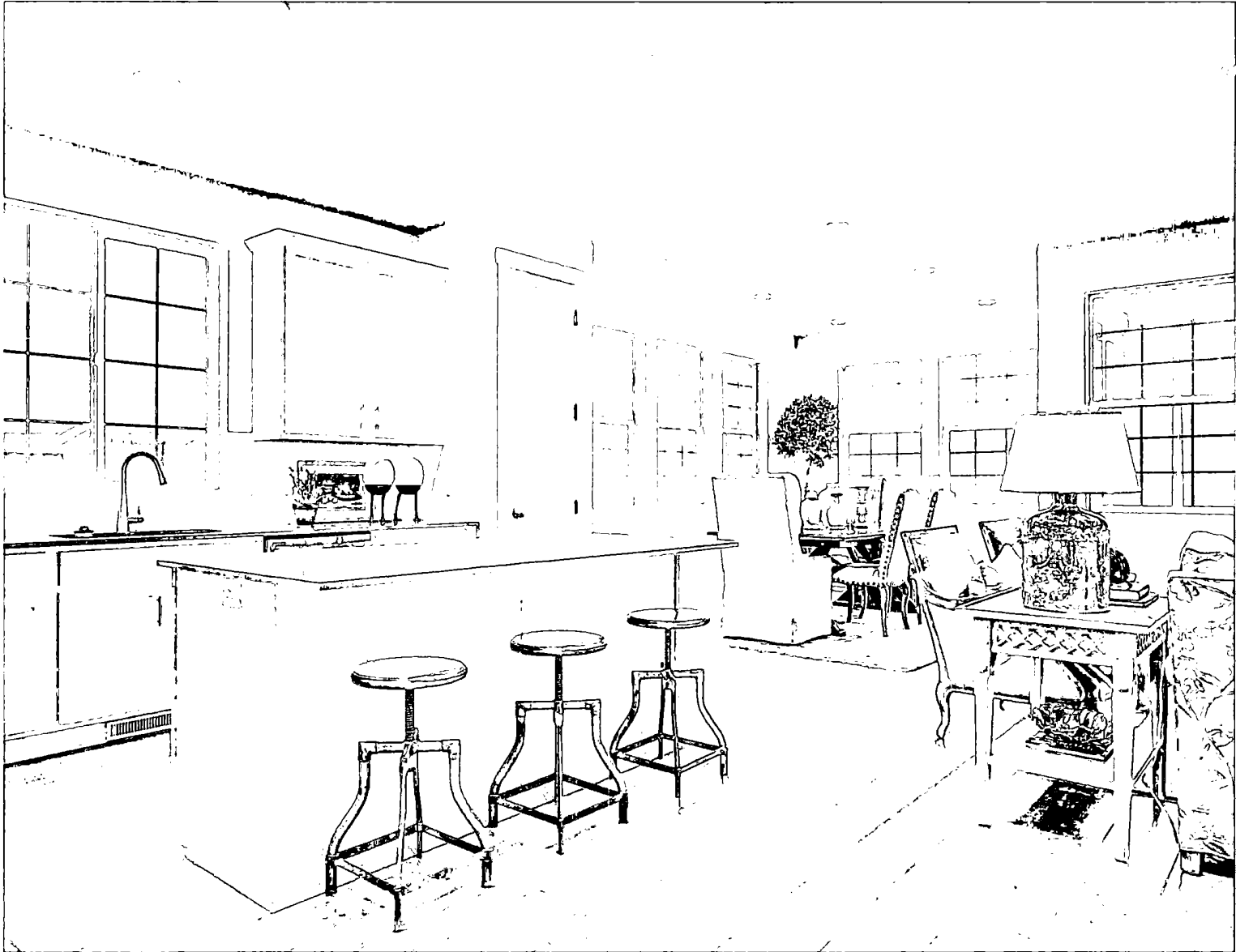
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PARKSIDE COTTAGES





HOME PLANS

PLAN NAME	TOTAL FINISHED SQUARE FOOTAGE	TOTAL SQUARE FOOTAGE	BEDROOMS (FINISHED)	BATHROOMS (FINISHED)	WIDTH	DEPTH
Pomona	1,545	2,325	3	2 1/2	33'0"	38'5"
Pacifica	1,740	2,607	3	2 1/2	33'0"	43'5"
Pasadena	1,935	2,730	4	2 1/2	28'0"	48'11"
Parksdale	2,066	2,989	4	2 1/2	32'6"	47'6"
Portland	2,077	3,254	4	2 1/2	32'0"	55'0"



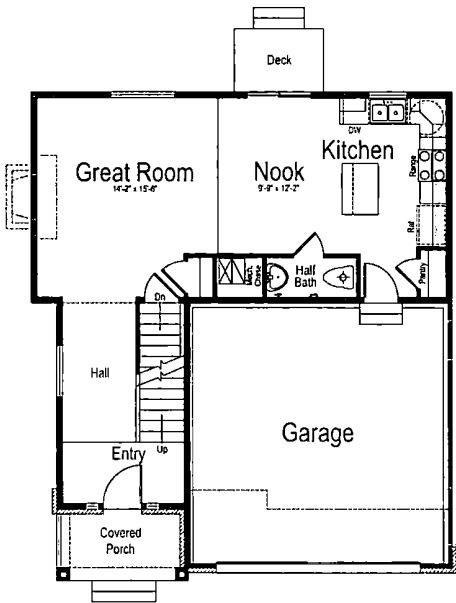
Pomona A



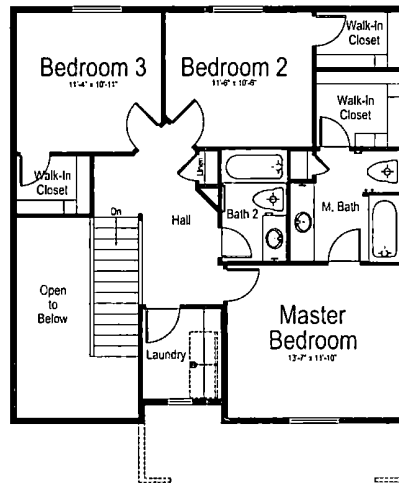
Pomona B

POMONA

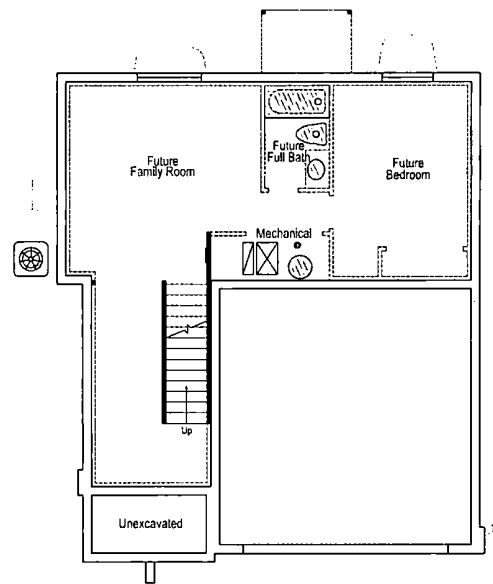
On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



Upper Level



Lower Level

Total finished sq. ft.: 1,545

Total unfinished sq. ft.: 780 | Total sq. ft.: 2,325

Bedrooms: 3 | Bathrooms: 2 1/2 | 33' W x 38'5" D

IVORYCOTTAGES

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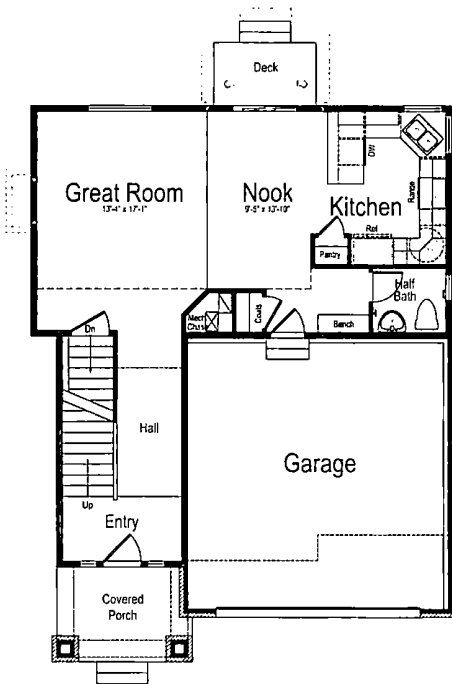
Pacifica A



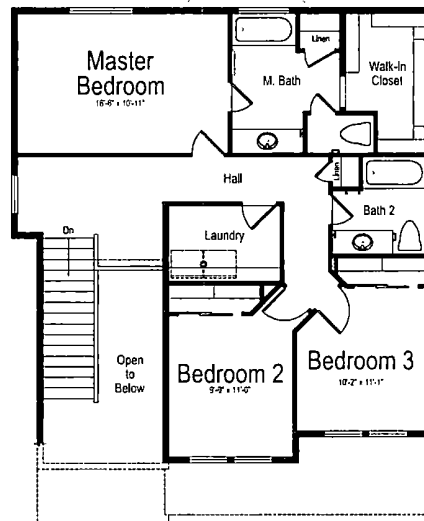
Pacifica B

PACIFICA

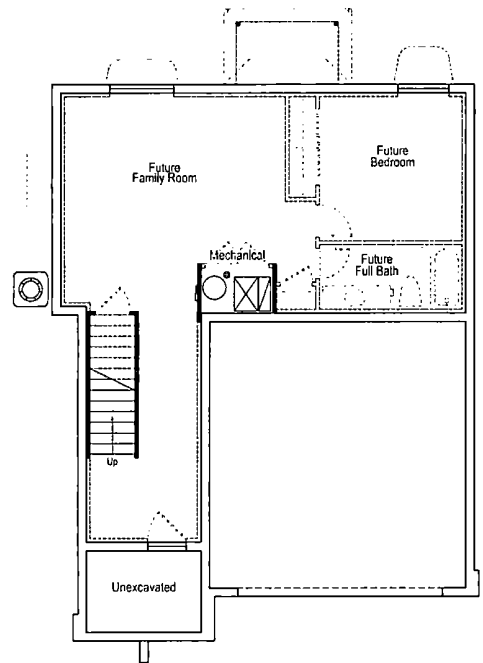
On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



Upper Level



Lower Level

Total finished sq. ft.: 1,740

Total unfinished sq. ft.: 867 | Total sq. ft.: 2,607

Bedrooms: 3 | Bathrooms: 2 1/2 | 33' W x 43'5" D

IVORYCOTTAGES

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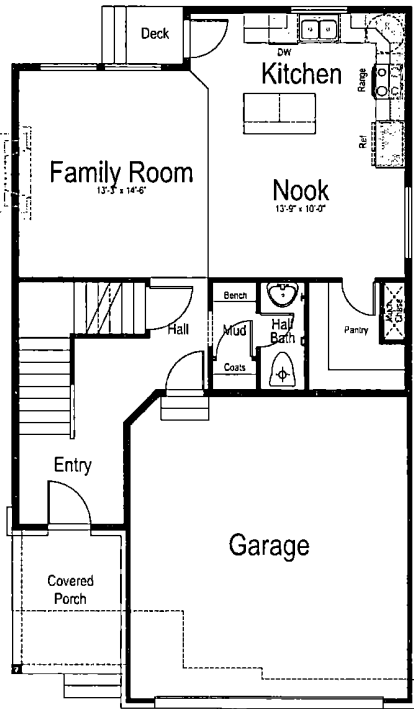
Pasadena A



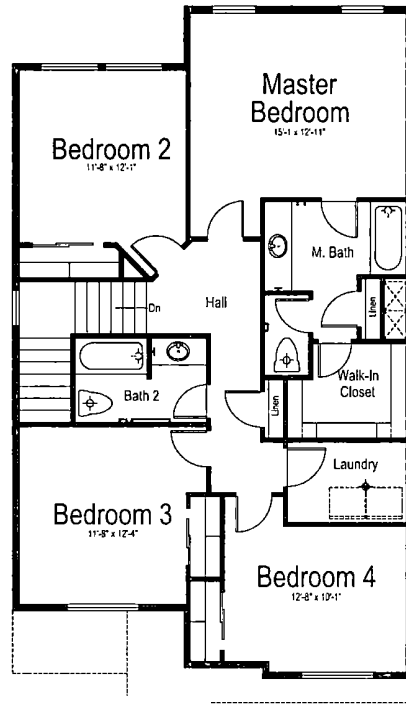
Pasadena B

PASADENA

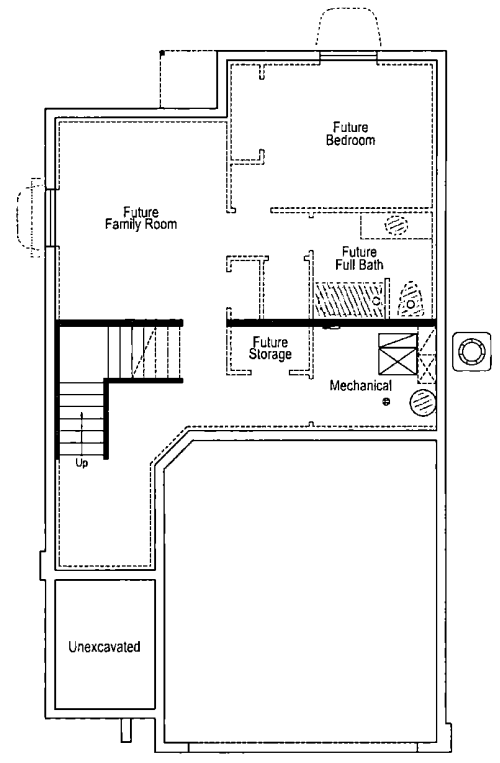
On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



Upper Level



Lower Level

Total finished sq. ft.: 1,935

Total unfinished sq. ft.: 795 | Total sq. ft.: 2,730

Bedrooms: 4 | Bathrooms: 2 1/2 | 28' W x 48'11" D

IVORYCOTTAGES

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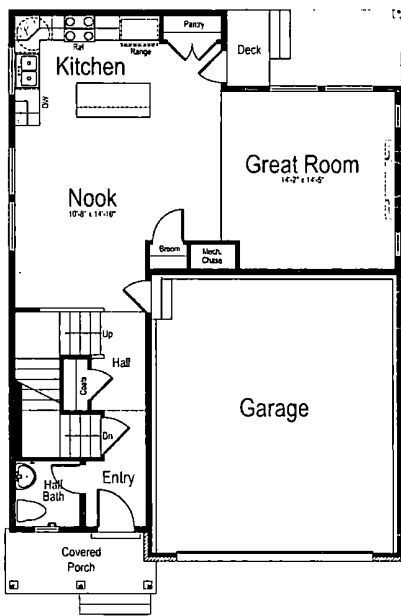
Parkside A



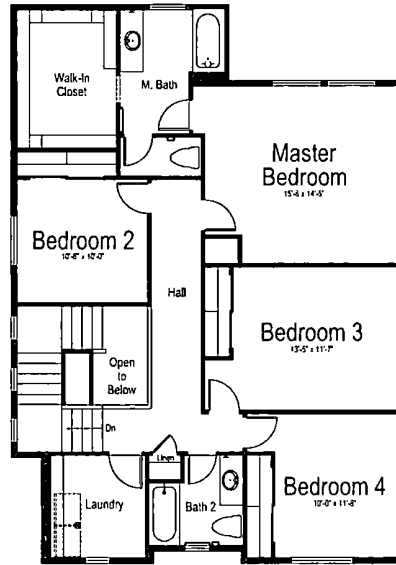
Parkside B

PARKSIDE

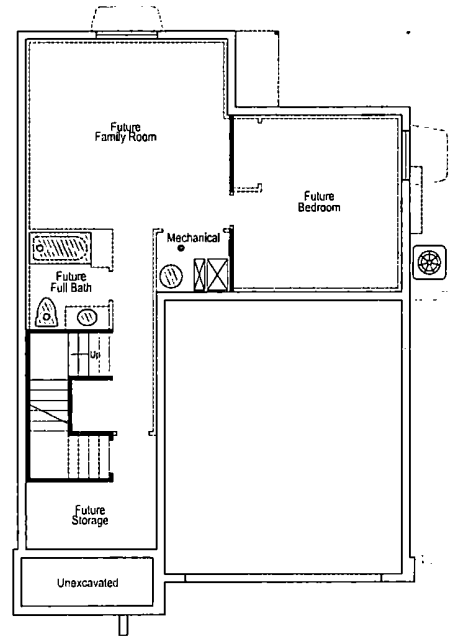
On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



Upper Level



Lower Level

Total finished sq. ft.: 2,066

Total unfinished sq. ft.: 923 | Total sq. ft.: 2,989

Bedrooms: 4 | Bathrooms: 2 1/2 | 32'6" W x 47'6" D

IVORYCOTTAGES

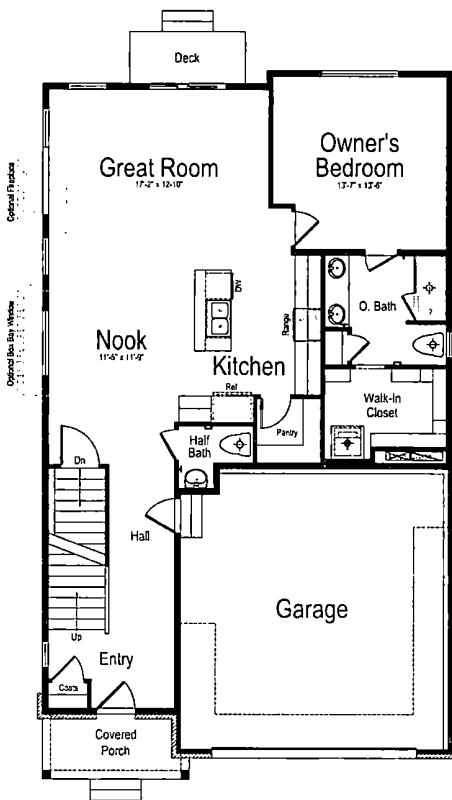
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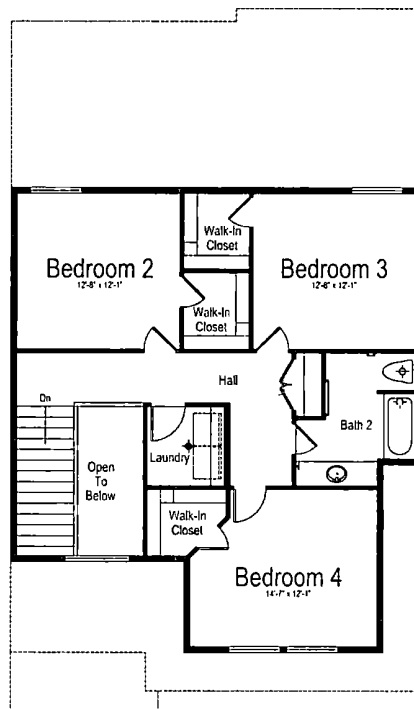


PORTLAND

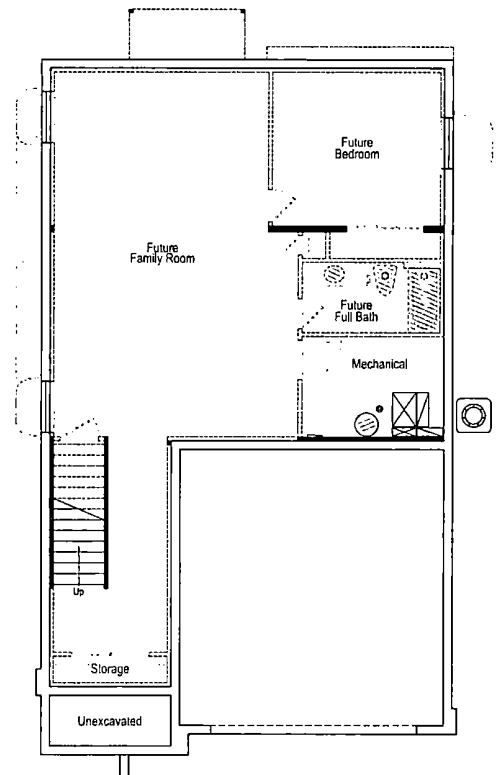
On sides facing a street the 4-sided architecture requirements call for a maximum horizontal distance of 8 feet between windows, between windows and an exterior corner, or between a window and an area where a window is impractical. Floor plans will include optional windows to meet the 4-sided architecture requirements.



Main Level



Upper Level



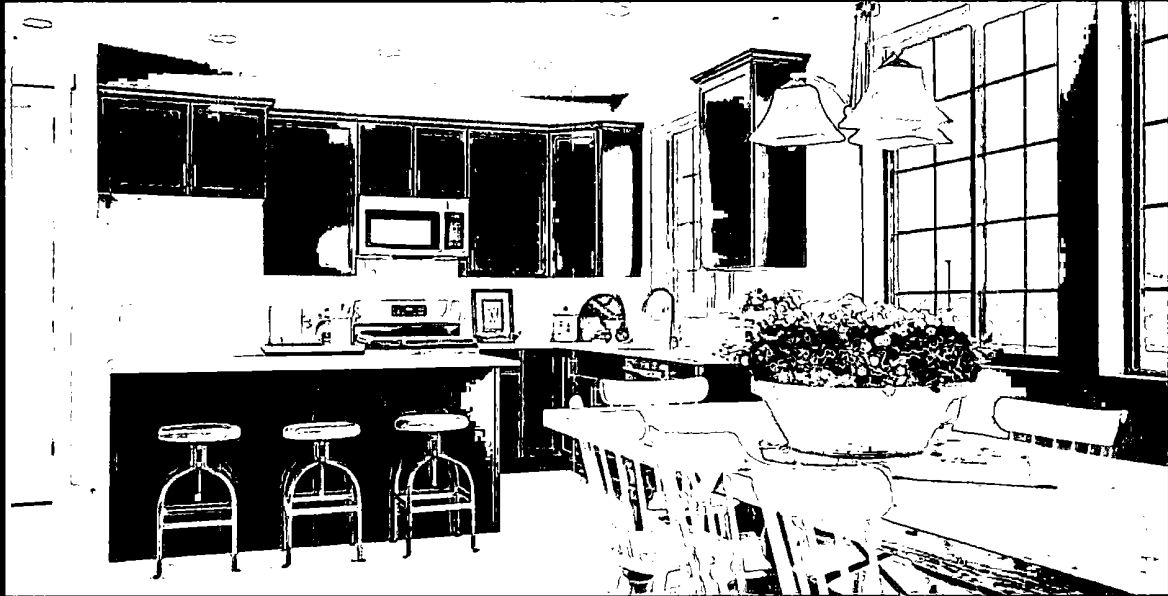
Lower Level

Total finished sq. ft.: 3,254
 Total unfinished sq. ft.: 1,177 | Total sq. ft.: 2,077
 Bedrooms: 4 | Bathrooms: 2 1/2 | 32' W x 55' D



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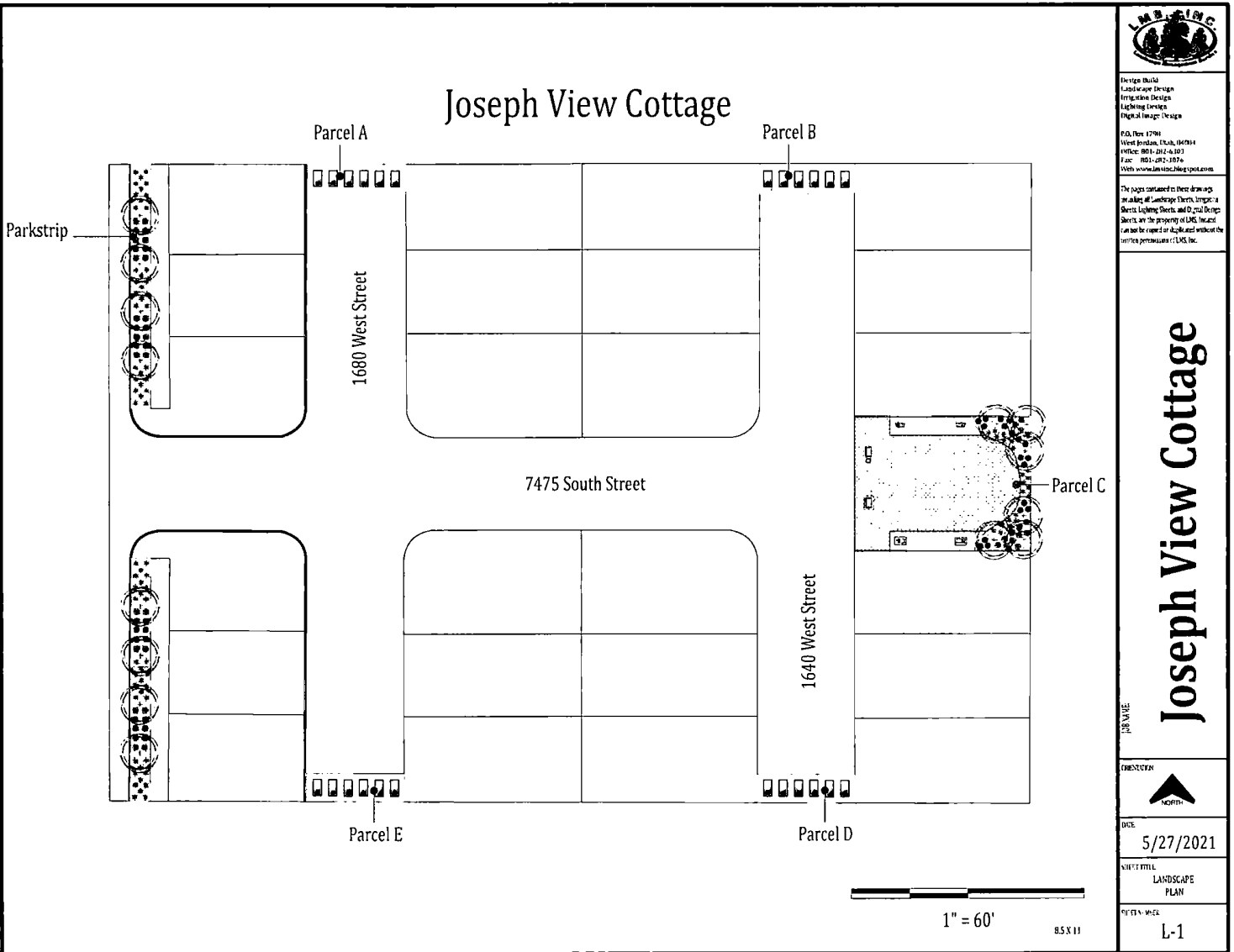
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Utah's Number One Homebuilder®

ivoryhomes.com | 801-747-7000

Appendix B

Preliminary Common Area Landscape Plan

Joseph View Cottage



Design Studio
Landscape Design
Irrigation Design
Lighting Design
Digital Imaging / signage

P.O. Box 17798
West Jordan, Utah, 84014
Phone: 801-281-4103
Fax: 801-282-1876
Web: www.landscapeinc.com

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Joseph View Cottage



DATE: 5/27/2021

SHEET TITLE: LANDSCAPE PLAN

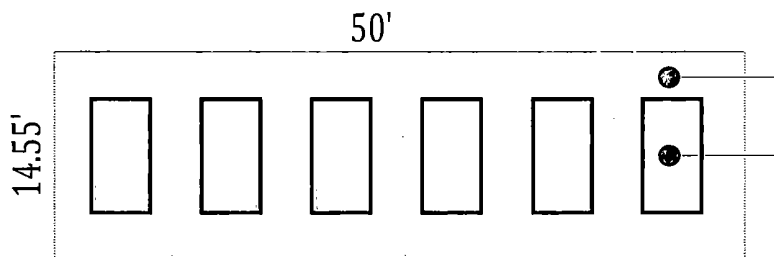
SHEET NO.: L-1



Design Build
Landscape Design
Irrigation Design
Lighting Design
Digital Image Design
P.O. Box 1778
West Jordan, Utah 84084
Phone: 801-962-6673
Fax: 801-962-3374
www.jbdandco.com

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Parcel A/B/D/E Zoom In



Decomposed Granite
4x8 Garden Boxes

Joseph View Cottage

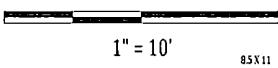
DATE:



DATE: 5/27/2021

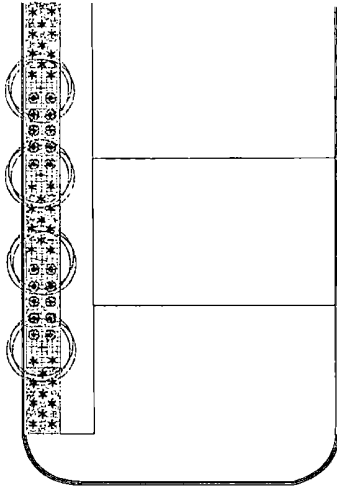
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SHEET NUMBER: L-2



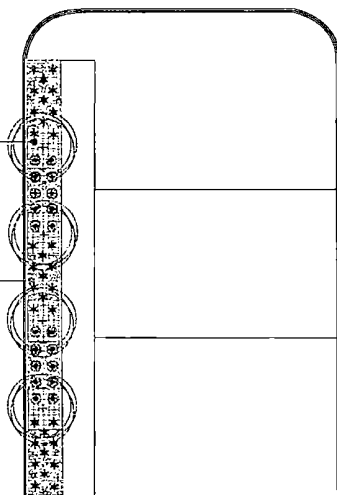
1" = 10' 85X11

Redwood Road



3/4"-1" Cobble

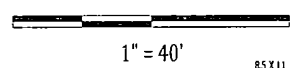
1 1/2"-2" Cobble



Parkstrip
Zoom In

Legend

	Common Name	Qty	Size
Flower, Grass			
	Grass, 'Karl Foerster'	40	Each
Flower, Perennial			
	Daylily, Stella	66	Each
Tree, Deciduous			
	Pear, Redspire	8	2"



1" = 40'

8.5 X 11



James Zing Design, Inc.
Landscape Design
Horticulture Design
Lighting Design
Digital Image Design
P.O. Box 1798
West Jordan, Utah, 84084
Office: 801-202-8033
Fax: 801-202-7078
Web: www.jameszing.com

The pages contained in these drawings including all Landscape Sheets, Site Plan Sheets, Lighting Sheets, and Digital Design Sheets are the property of JZD, Inc. and can not be copied or distributed without the written permission of JZD, Inc.

Joseph View Cottage

DESIGNED BY

PREPARED BY



DATE

5/27/2021

SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L-4



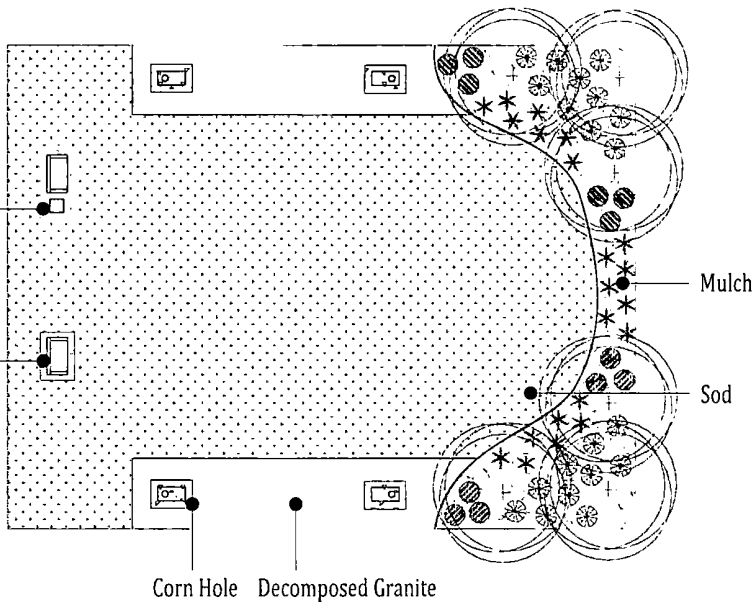
Design Build
Landscape Design
Irrigation Design
Lighting Design
Digital Image Design

Est. 1981
West Jordan, Utah 84084
Phone: 801-283-6303
Fax: 801-283-2076
Web: www.landscape.com

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Parcel C Zoom In

Legend		
Common Name	Qty	Size
Flower, Grass		
Grass, Dwarf Fountain	12	Each
Grass, 'Karl Foerster'	20	Each
Flower, Perennial		
Daylily, Stella	21	Each
Tree, Deciduous		
Pear, Redspire	6	2"



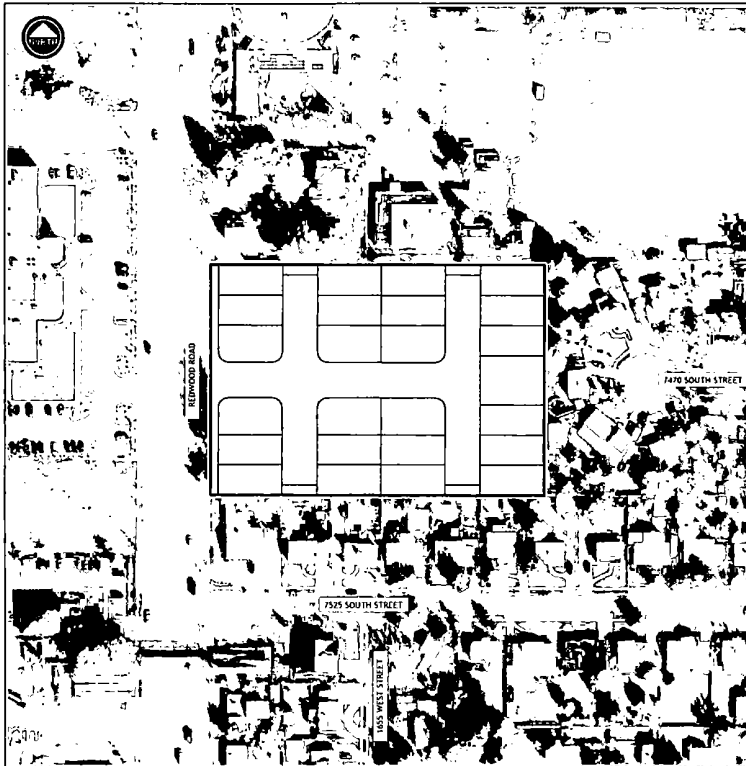
1" = 20'
85 X 11

Joseph View Cottage

DATE: 5/27/21
SHEET NO.: LANDSCAPE PLAN
DRAWING NO.: L-3

Appendix C

Preliminary Plans



VICINITY MAP
1" = 60'

JOSEPH VIEW COTTAGES

WEST JORDAN CITY

PRELIMINARY PLANS



2825 East 1900 South, Salt Lake City, UT 84119
(801) 955-6576 www.edmpartners.com

OWNER:
Ivory Homes
1770 East Northfield Lane
Salt Lake City, UT 84117
(801) 223-7200

IVORY HOMES
Utah's Premier Child Homebuilder

- NOTES:
- All utility lines are shown as they exist on the ground. All utility lines shall be located and marked prior to construction.
 - All utility lines shall be located and marked prior to construction.
 - All utility lines shall be located and marked prior to construction.
 - All utility lines shall be located and marked prior to construction.
 - All utility lines shall be located and marked prior to construction.
 - All utility lines shall be located and marked prior to construction.
 - All utility lines shall be located and marked prior to construction.
 - All utility lines shall be located and marked prior to construction.

GEOTECHNICAL STUDY
A SITE SPECIFIC GEOTECHNICAL STUDY HAS BEEN PREPARED FOR THIS PROJECT BY KCI. THE REPORT IS DATED 05/20/21 AND WAS PREPARED BY JUSTIN WHEELER, PE. IT IS IDENTIFIED BY KCI PROJECT NUMBER 00759-132. THE REQUIREMENTS OUTLINED IN THIS STUDY SHALL BE FOLLOWED ON THIS PROJECT.

STREET ENDUS

- 0-1 TITLE SHEET
- 0-2 PRELIMINARY PLAN
- 0-3 PRELIMINARY SITE PLAN
- 0-4 PRELIMINARY UTILITY PLAN
- 0-5 PRELIMINARY GRADING & DRAINAGE PLAN

LEGEND

- PROPOSED WASTEWATER LINE
- EXISTING WASTEWATER SEWER
- WASTEWATER SEWER MANHOLE
- PROPOSED CLEANWATER WATER LINE
- EXISTING CLEANWATER WATER LINE
- CLEANWATER WATER PICTURE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED SECONDARY WATER LINE
- EXISTING SECONDARY WATER LINE
- CLEANWATER WATER PICTURE
- PROPOSED GAS MAIN
- EXISTING OVERHEAD UTILITY
- EXISTING STORM DRAIN
- EXISTING STORM DRAIN
- CONCRETE OR S CO
- PROPOSED UNDER DRAIN
- EXISTING UNDER DRAIN
- UNDER DRAIN CLEANOUT
- EXISTING UNDER DRAIN
- EXISTING UNDER DRAIN
- PROPOSED UNDER DRAIN
- PROPOSED UNDER DRAIN

Joseph View Cottages
Title Sheet

PROJECT: _____
DRAWN BY: _____
DESIGNED BY: _____
CHECKED BY: _____
DATE: May 26, 2021

SHEET NUMBER: **O-1**

JOSEPH VIEW COTTAGES SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
WEST JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH



LEGEND

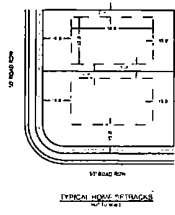
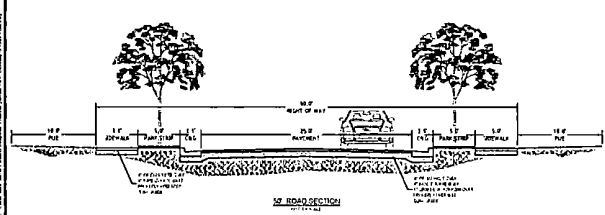
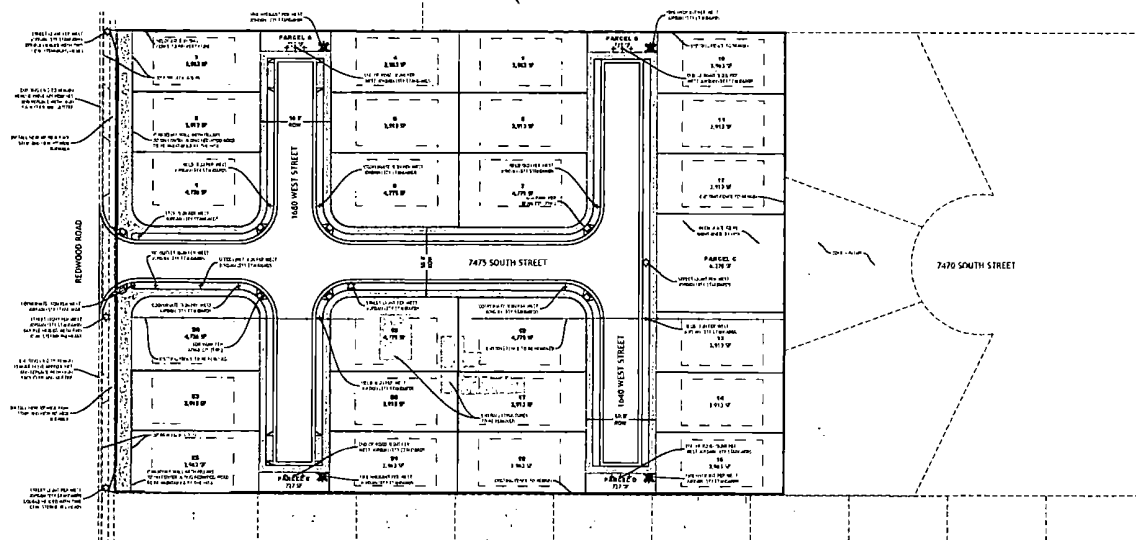
- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- CENTERLINE / IMPROVEMENT LINE
- ADJACENT PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- EXISTING CONCRETE & ASPHALT
- EXISTING BUILDING
- FENCE LINE
- SECTION CORNER FOUND
- SECTION CORNER NOT FOUND
- ROAD MONUMENT
- STREET MONUMENT TO BE SET


BLK	ARC LENGTH	CHORD	CHORD DIRECTION	CHORD LENGTH
E1	22.56	15.00	S41°12'31"W	21.21
E2	22.56	15.00	S41°42'31"W	21.21
E3	22.56	15.00	S41°12'31"W	21.21
E4	22.56	15.00	S41°12'31"W	21.21
E5	22.56	15.00	S41°42'31"W	21.21
E6	22.56	15.00	S41°12'31"W	21.21
E7	22.56	15.00	S41°42'31"W	21.21
E8	22.56	15.00	S41°12'31"W	21.21

JOSEPH VIEW COTTAGES SUBDIVISION
PART OF THE SOUTHEAST QUARTER OF SECTION 27,
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
WEST JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH

SHEET 2 OF 2


<p>OWNER / BEST COPY PROPERTY DEVELOPMENT, LLC 175 EAST HOODMAN LANE SALT LAKE CITY, UT 84113</p>		<p>2015 State of Utah, Salt Lake City, UT 84109 Date: _____ Review: _____</p>
<p>RECEIVED BY: _____ STATE OF UTAH, COUNTY OF SALT LAKE, RECORDER AND FILED AT THE REQUEST OF: _____ DATE: _____ TIME: _____ PAGE: _____</p>		<p>FILE: _____</p>





EDM Partners


2115 East 1000 North, Salt Lake City, UT 84119
801.487.8100



SCALE: 1" = 10'

OWNERS

Evans Development
170 East Woodland Lane
Salt Lake City, UT 84117
801.572.8500




Ivory Homes
Your Neighbor One Homeowner

NOTES:

- All setbacks and easements shall conform with the applicable local ordinances of the City of Salt Lake.
- All utility easements shall conform with the applicable local ordinances of the City of Salt Lake.
- All easements shall conform with the applicable local ordinances of the City of Salt Lake.
- All easements shall conform with the applicable local ordinances of the City of Salt Lake.
- All easements shall conform with the applicable local ordinances of the City of Salt Lake.
- All easements shall conform with the applicable local ordinances of the City of Salt Lake.
- All easements shall conform with the applicable local ordinances of the City of Salt Lake.
- All easements shall conform with the applicable local ordinances of the City of Salt Lake.

PROJECT STATISTICS

TOTAL PROJECT AREA = 3.19 ACRES
 COTTAGE LOTS = 24
 UNITS = 24
 OPEN SPACE = 4.31 AC
 HOMELOT AREA = 2,913 SF
 HOMELOT AREA = 2,913 SF
 HOMELOT AREA = 2,913 SF
 HOMELOT AREA = 2,913 SF

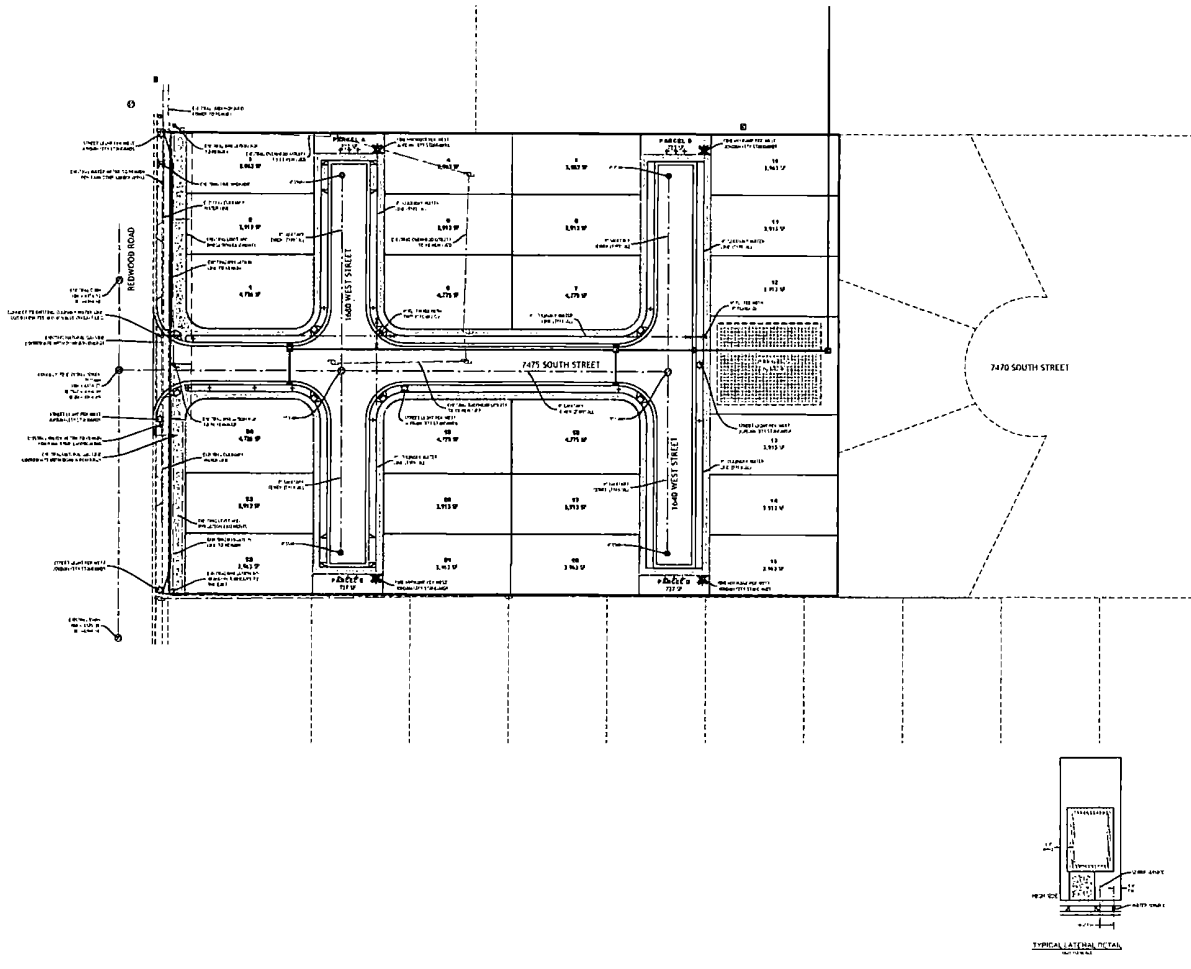



Joseph View
Cottages
Overall Site Plan

PREPARED BY: KIM
 DRAWN BY: KIM
 CHECKED BY: KIM
 SCALE: AS SHOWN


DATE: May 26, 2021

SHEET NUMBER: **0-3**





2015 East 1300 South, Salt Lake City, UT 84119
 (801) 962-8878 www.edmpartners.com




SCALE: 1/4" = 1'-0"

EDM PARTNERS
 Evans Development
 470 East 900 South, Suite 200
 Salt Lake City, UT 84103
 (801) 461-9000

IVORY HOMES
 Utah's Number One Homebuilder

NOTES:

- All unitary owner improvements shall conform with the standards and specifications of most current City of Salt Lake County and applicable Utah State and Federal codes and standards.
- All improvements to the building shall conform with the standards and specifications of most current City of Salt Lake County and applicable Utah State and Federal codes and standards.
- All unitary owner improvements shall conform to the standards and specifications of most current City of Salt Lake County and applicable Utah State and Federal codes and standards.
- All unitary owner improvements shall conform to the standards and specifications of most current City of Salt Lake County and applicable Utah State and Federal codes and standards.
- All unitary owner improvements shall conform to the standards and specifications of most current City of Salt Lake County and applicable Utah State and Federal codes and standards.

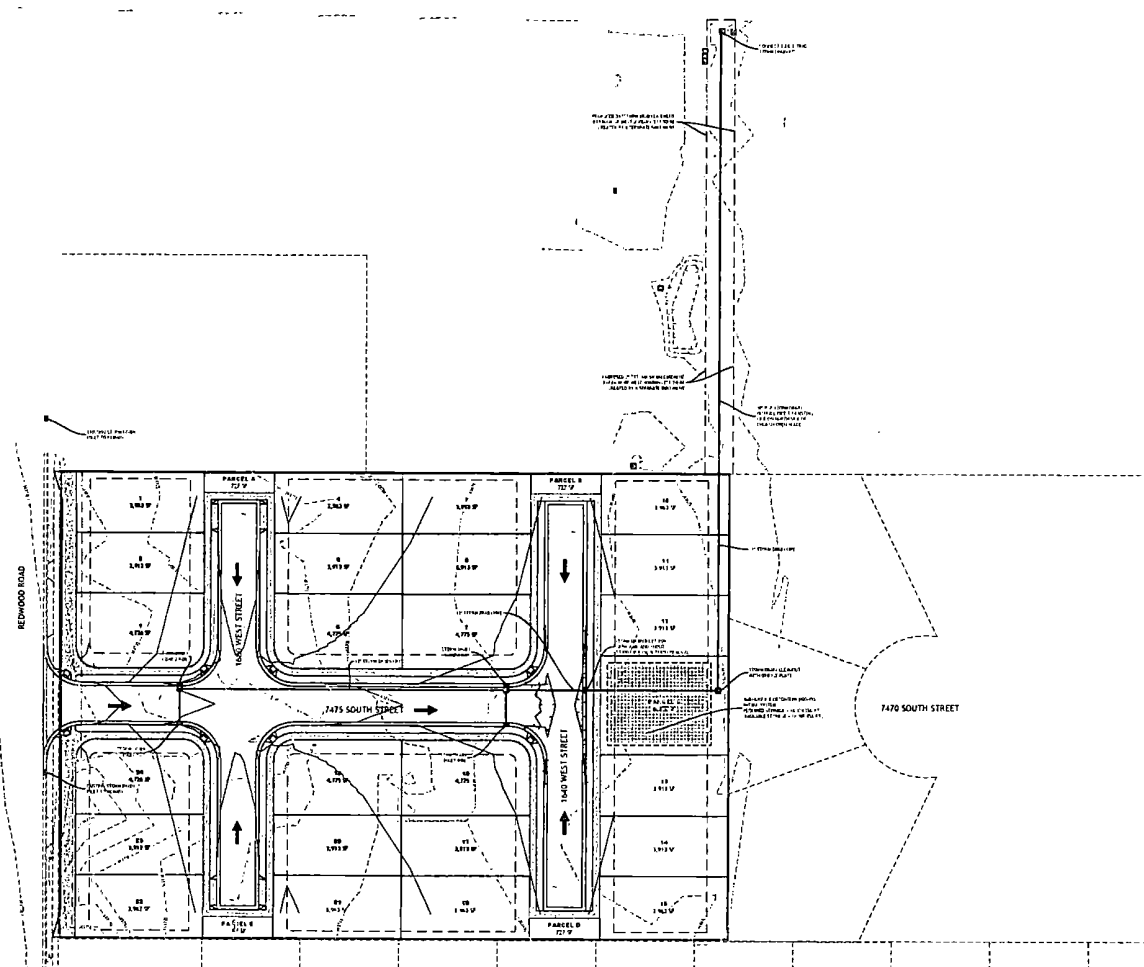



Joseph View Cottages
 Overall Unit Plan

PREPARED BY: EDM PARTNERS DRAWN BY: EDM PARTNERS
 REVIEWED BY: EDM PARTNERS CHECKED BY: EDM PARTNERS


DATE: May 26, 2021

PROJECT NUMBER: **O-4**

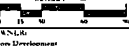




EDM Partners
 2915 East 130th Street, Suite 100, Lake City, UT 84143
 (801) 963-8878 www.edmpartners.com




SCALE: 1" = 30'



UNPLATTED


From Development
 7475 East Redwood Lane
 Lake City, UT 84143
 801-241-2700



IVORY HOMES
 Utah's Number One Homebuilder

NOTES:

- All lot lines to new improvements are of uniform width to facilitate and expedite construction of road.
- All lot lines to new improvements shall conform with the standards and specifications of Utah State Code.
- All lot lines to new improvements shall conform with the standards and specifications of all applicable local ordinances.
- All improvements to the public right of way shall conform with the standards and specifications of all applicable local ordinances.
- Construction shall be in accordance with the standards and specifications of all applicable local ordinances.
- The project shall be a single-family residential development.
- Construction shall be in accordance with the standards and specifications of all applicable local ordinances.



Joseph View
 Cottages
 Overall Grading
 & Drainage Plan

PROJECT:	K216
DRAWN BY:	NJM
REVIEWED BY:	NJM
DATE:	05/26/2021

DATE: May 26, 2021
 SHEET NO.: 0-5

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 21-29

**AN ORDINANCE FOR PROPERTIES LOCATED AT 7479, 7481 AND 7485
SOUTH REDWOOD ROAD;**

**AMENDING THE GENERAL PLAN LAND USE MAP FOR 3.59 ACRES FROM
MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL; AND**

**REZONE FROM R-1-8C (SINGLE-FAMILY RESIDENTIAL) TO R-1-8C(IDO-
1) (SINGLE-FAMILY RESIDENTIAL WITH AN INFILL DEVELOPMENT
OVERLAY)**

WHEREAS, the City of West Jordan (“City”) adopted the Comprehensive General Plan (“General Plan”) in 2012, 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, which provides for a zoning map (“Zoning Map”), which is periodically updated; and

WHEREAS, an application was made by Nadine A. Riddle and Enterprises, Inc. (“Property Owner”) and Ivory Development, LLC (“Applicant”) for property (“Property”) located at 7479, 7481 and 7485 South Redwood Road (“Application”) for, in part, a General Plan Land Use Map amendment (“General Plan Land Use Map Amendment”) on 3.59 acres from Medium Density Residential to High Density Residential; and

WHEREAS, the Application also included a request for a Zoning Map amendment or rezone (“Rezone”) for the same area from R-1-8C (Single-Family Residential) zone to R-1-8C(IDO-1) (Single-Family Residential with an Infill Development Overlay) zone (collectively the “General Plan Land Use Map Amendment and Rezone”); and

WHEREAS, on June 15, 2021 the Application was considered by the West Jordan Planning Commission (“Planning Commission”), which held a public hearing and which made a positive recommendation to the West Jordan City Council (“City Council”) concerning the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, a public hearing was held before the City Council on July 28, 2021 concerning the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, consistent with City Code Section 13-7C-6, the City Council has determined the following concerning the General Plan Land Use Map Amendment:

1. The proposed amendment conforms to and is consistent with the adopted goals, objectives and policies set forth in the City General Plan;
2. The development pattern contained on the land use plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment;
3. The proposed amendment will be compatible with other land uses, existing or planned, in the vicinity;
4. The proposed amendment constitutes an overall improvement to the adopted general

- land use map and is not solely for the good or benefit of a particular person or entity;
5. The proposed amendment will not adversely impact the neighborhood and community as a whole by significantly altering acceptable land use patterns and requiring larger and more expensive public infrastructure improvements, including, but not limited to, roads, water, wastewater and public safety facilities, than would otherwise be needed without the proposed change; and
 6. The proposed amendment is consistent with other adopted plans, codes and ordinances; and

WHEREAS, consistent with City Code Section 13-7D-7A, the City Council has determined the following concerning the Rezone:

1. The proposed amendment is consistent with the purposes, goals, objectives and policies of the adopted General Plan and land use map;
2. The proposed amendment will result in compatible land use relationships and does not adversely affect adjacent properties;
3. The proposed amendment furthers the public health, safety and general welfare of the citizens of the City;
4. The proposed amendment will not unduly impact the adequacy of public services and facilities intended to serve the subject zoning area and property than would otherwise be needed without the proposed change, such as, but not limited to, police and fire protection, water, sewer and roadways; and
5. The proposed amendment is consistent with the provisions of any applicable overlay zoning districts which may impose additional standards; and

WHEREAS, House Bill 1003 (2021 Utah Legislature, 1st Special Session), as codified at Utah Code Ann. Section 10-9a-534(3)(h), allows for a land use regulation, including “Building Design Elements”, as defined therein, to apply to property in exchange for an increase in density; and

WHEREAS, the Applicant has agreed to and has executed a development agreement and preliminary development plan (“Joseph View Cottages Development Agreement”) that will govern the development of the Property, should the City Council, in its sole legislative discretion, choose to adopt the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, the City Council has reviewed and approved the Joseph View Cottages Development Agreement, subject to the adoption of the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, the City Council has found it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the following General Plan Land Use Map Amendment and Rezone.

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

Section 1. Amendment to General Plan Land Use Map. The General Plan Land Use Map is hereby amended by changing the general plan land use designation on approximately 3.59 acres, located at 7479, 7481 and 7485 South Redwood Road, from Medium Density Residential to High Density Residential, as per the legal description in “Attachment 1”, which is attached hereto.

Section 2. Amendment to Zoning Map. The Zoning Map is hereby amended by changing the

zoning on the same approximately 3.59 acres from R-1-8C (Single-Family Residential) zone to R-1-8C(IDO-1) (Single-Family Residential with an Infill Development Overlay) zone; as per the legal description in "Attachment 1", which is attached hereto, with the described property being hereafter subjected to the R-1-8C(IDO-1) (Single-Family Residential with an Infill Development Overlay) land use restrictions, limitations, and other requirements, as are stipulated for this zone.

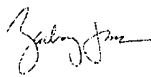
Section 3. Applicability of Building Design Elements. In accordance with Utah Code Ann. Section 10-9a-534(3)(h), and at the request of the Property Owner and Applicant, and in consideration for the increase in density allowed by the Rezone, all applicable Building Design Elements of the City shall apply to the Property and to the dwellings, structures, and buildings constructed thereon.

Section 4. 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 5. Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and either (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 him.

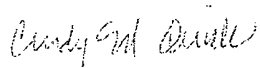
PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS 28TH DAY OF JULY 2021.

CITY OF WEST JORDAN

By: 

 Zach Jacob
 Council Chair

ATTEST:



 Cindy M. Quick, MMC
 Council Office Clerk

VOTING BY THE CITY COUNCIL	"YES"	"NO"
Council Chair Zach Jacob	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Vice Chair Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Chad R. Lamb	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Council Member Christopher McConnehey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member David Pack	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kayleen Whitelock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Melissa Worthen	~ Absent ~	



PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON 8/4/21

Mayor's Action: Approve Veto

By: 
Mayor Dirk Burton

8/4/21
Date

ATTEST:



Tangee Sloan
City Recorder

STATEMENT OF APPROVAL OR PASSAGE (check one)

The Mayor approved and signed Ordinance No. 21-29.

The Mayor vetoed Ordinance No. 21-29 on _____ and the City Council timely overrode the veto of the Mayor by a vote of _____ to _____.



Ordinance No. 21-29 became effective by operation of law without the Mayor's approval or disapproval.

Tangee Sloan
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 6th day of August, 2021. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

Tangee Sloan
City Recorder

Attachment 1 to

ORDINANCE NO. 21-29

**AN ORDINANCE FOR PROPERTIES LOCATED AT 7479, 7481 AND 7485 SOUTH
REDWOOD ROAD**

[Legal Description]

3.59 acres of land situated in the Southeast Quarter of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the easterly right of way line of Redwood Road (State Route 68), said point being South 0°11'21" West 330.00 feet and South 89°48'39" East 53.00 feet from the center of said Section 27 and running thence South 89°48'39" East 475.00 feet to the westerly boundary line of the Jordan West subdivision as recorded as entry no. 2775190; thence along said westerly boundary line South 00°11'21" West 329.10 feet to the northerly boundary line of Jordan Dale subdivision as recorded as entry no. 1743215; thence along said northerly boundary line North 89°48'39" West 475.00 feet to said easterly right of way line; thence along said easterly right of way line North 00°11'21" East 329.10 feet to the point of beginning.