

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

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

13884880 B: 11302 P: 6376 Total Pages: 52  
02/04/2022 12:04 PM By: ggasca Fees: \$0.00  
AGREE - AGREEMENT  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: WEST JORDAN CITY  
8000 S REDWOOD RD WEST JORDAN, UT 84088



For Recording Purposes Do  
Not Write Above This Line

**DEVELOPMENT AGREEMENT  
(For Pura Vita Living Senior Housing)**

The City of West Jordan, a Utah municipal corporation (the "City") and HPI Land, LLC and 1992 W Properties, LLC, property owner(s) (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 3.139 acres of certain real property, located at approximately 1992 West 9400 South and identified as Assessor's Parcel Numbers 27-03-351-012 and 27-03-351-013 (the "Property"), with the Legal Description in the attached Exhibit A, 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 located in an existing R-3-20(SHO) Zone (Multiple-Family Residential in a Senior Housing Overlay District), identified herein as the "Current Zone".

3. This Project is to construct 23 Townhome Senior Housing Residential Units, on 3.139 acres.

4. Developer has sufficient resources to develop the Project in its entirety.

5. 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.

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

**Exhibit A** – Legal Description

**Exhibit B** – Preliminary Development Plan

7. House Bill 1003 (2021 Utah Legislature, 1<sup>st</sup> Special Session), as codified at Utah Code Ann. Section 10-9a-534(3)(d), allows for a land use regulation, including “Building Design Elements”, as defined therein, to apply to the Property, 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. 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.

**C. 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. The City has sufficient utility connections and capacity for the Project.

3. Building Design Elements. The following special issue exists regarding the Project: In accordance with Utah Code Ann. Section 10-9a-534(3)(d), all applicable Building Design Elements of the City shall apply to the Property and to the dwellings, structures, and buildings constructed thereon.

**D. 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.

**E. Term of this Agreement.** The obligations of the Parties of 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.

**F. 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, 3<sup>rd</sup> Floor  
   West Jordan City, UT 84088

If to Developer:           ATTN: Gary Howland and Tina Franco  
   HPI Land, LLC  
   9450 South Redwood Road  
   South Jordan, UT 84095

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 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 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.

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:

*Jangle Sloan*  
City Recorder

ACKNOWLEDGMENT

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

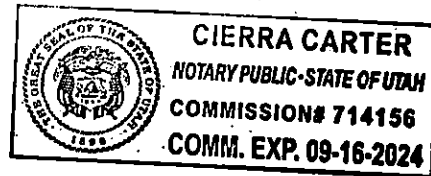
On this 27 day of October, 2021, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Jangle Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing 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. Carter*  
Notary Public for Utah

APPROVED AS TO FORM

*Amico J. [Signature]*  
City Attorney's Office    10/26/2021



HPI Land, LLC, a Utah Limited Liability Company  
("Developer")

*By Howard Partners, Inc., Its Manager*

By: *[Signature]*

Its: CEO

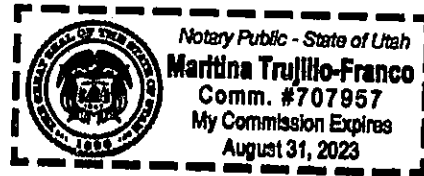
**ACKNOWLEDGMENT**

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

On this 28<sup>th</sup> day of September, 2021, before the undersigned notary public in and for the said state, personally appeared Raymond known or identified to me to be the CEO of Howard Partners, Inc. Manager of HPI Land, 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.

*Martina Trujillo-Franco*  
NOTARY PUBLIC





1992 W Properties, LLC, a Utah Limited Liability Company  
("Developer")

By: [Signature]  
Its: Managing Member

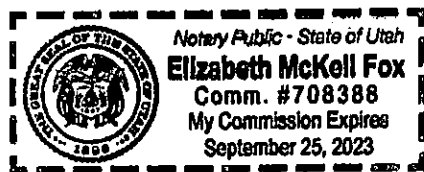
**ACKNOWLEDGMENT**

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

On this 31 day of DECEMBER, 2022, before the undersigned notary public in and for the said state, personally appeared JOHN ROBERT known or identified to me to be the MANAGER of 1992 W 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.

[Signature]  
NOTARY PUBLIC



## EXHIBIT A

### Legal Description

A TRACT OF LAND BEING SITUATE IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WITH A BASIS OF BEARINGS OF NORTH 89°56'28" WEST BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 3, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°56'28" WEST ALONG THE SECTION LINE A DISTANCE OF 1296.17 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3, AND RUNNING THENCE NORTH 89°56'28" WEST ALONG THE SECTION LINE A DISTANCE OF 254.51 FEET TO THE SOUTHEAST CORNER OF JORDAN VILLAS CONDOMINIUMS PHASE I, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°03'33" EAST 194.45 FEET TO THE WEST LINE OF 1980 WEST STREET AND POINT OF A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND RIGHT-OF-WAY A DISTANCE OF 52.37 FEET THROUGH A CENTRAL ANGLE OF 13°20'11" (CHORD BEARS SOUTH 06°51'45" EAST 52.25 FEET); THENCE SOUTH 13°31'50" EAST 53.01 FEET TO THE POINT OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 41.50 FEET THROUGH A CENTRAL ANGLE OF 13°35'16" (CHORD BEARS SOUTH 06°44'12" EAST 41.40 FEET); THENCE SOUTH 00°03'26" WEST 5.13 FEET TO THE POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 21.17 FEET THROUGH A CENTRAL ANGLE OF 80°52'56" (CHORD BEARS SOUTH 40°30'39" WEST 19.46 FEET); THENCE SOUTH 89°56'28" EAST 75.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 1980 WEST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES, 1) ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT FOR A DISTANCE OF 21.19 FEET THROUGH A CENTRAL ANGLE OF 80°56'08" (CHORD BEARS NORTH 40°25'52" WEST 19.47 FEET), 2) NORTH 00°03'26" EAST 5.13 FEET TO THE POINT OF A 225.00 FOOT RADIUS CURVE TO THE LEFT; 3) ALONG SAID CURVE A DISTANCE OF 53.36 FEET THROUGH A CENTRAL ANGLE OF 13°35'16" (CHORD BEARS NORTH 06°44'12" WEST 53.23 FEET), 4) NORTH 13°31'50" WEST 53.01 FEET TO THE POINT OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, 5) ALONG SAID CURVE A DISTANCE OF 41.51 FEET THROUGH A CENTRAL ANGLE OF 13°35'23" (CHORD BEARS NORTH 06°44'08" WEST 41.41 FEET), 6) NORTH 00°03'33" EAST 466.97 FEET TO THE SOUTH LINE OF BRIDLEWOOD VILLAS PHASE 1, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°54'12" EAST ALONG SAID SOUTH LINE A DISTANCE OF 204.51 FEET; THENCE SOUTH 00°03'33" WEST 662.28 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.139 ACRES, MORE OR LESS

CONTAINS 23 UNITS AND 2 PARCELS

PARCELS: 27-03-357-001 & 27-03-357-002

**EXHIBIT B**

**[Pura Vita Living Senior Housing Preliminary Development Plan]**

*(See the attached pages)*

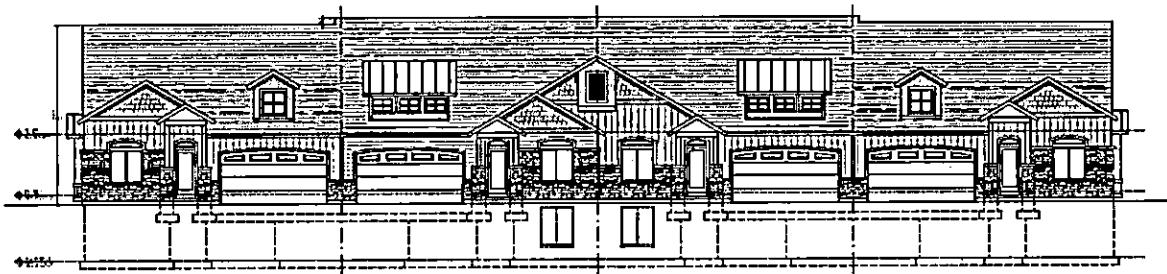
Preliminary Development Plan  
*(embedded electronically)*

# DEVELOPMENT PLAN

## PURA VITA LIVING

1992 West 9400 South

A senior community  
development project



Prepared by HPI Land, LLC

**Scope:**

A 23-unit townhome subdivision for individuals fifty-five and older is planned for the land located at the Northeast corner of 1980 West and 9400 South. The land is currently vacant raw ground and is not being actively used. It is zoned R-3-20 and is in a Senior Overlay Zone. The property is 2.98 acres, and the building area will cover approximately 29,815 square feet. Our design includes 23 residential units, as well as common areas which provide a walking area on the east side of the interior units, a pavilion with tables and a barbeque, along with two pickleball courts on the North end of the property.

Construction will be done in seven phases. The first phase will include the infrastructure for the 23 units. The second phase will have three model homes built on the south portion of the property. The additional phases will comprise of four homes each until the project is complete.

There will be no mixed-use areas on this property. One unit will be used as a sales office until all other units are sold, and then this sales office unit will be sold.

Parks are located in the following locations, sorted by proximity.

1. Jordan Ridge Park located .6 miles from the property.
2. Brigadoon Park located .7 miles from the property.
3. Browns Meadows Park located 1.3 miles from the property.
4. Veterans Memorial Park located 2.5 miles from the property.

The nearest schools are Hawthorne Academy located on 9062 South 2200 West, Challenger School located at 2247 West Gardner Lane (Approximately 8660 South), and Westvale Elementary located on 2300 West and Gardner Lane (Approximately 8660 South). Although we do not anticipate any attendance impact on the schools due to this development, both 9400 South and 1980 West are common roads used by children walking to and from school.

The nearest and most accessible trail for residents of this facility to use is the Jordan River Parkway trail located 2.8 miles from the property. Other special amenities include a movie theater, many public transportation stops, shopping centers, restaurants, and grocery stores located within 1 mile of the property.

**Location:**

The location for the proposed project is 1992 West and 9400 South, Parcels 27-03-351-012-0000 and a corner parcel across the street on 1980 West, Parcel 27-03-357-0002. North of the property is Bridlewood Villas, which is a residential senior community; East of the property is Willow Cove Apartment Complex; West is Jordan Villas; and South (South Jordan City) are single family homes.





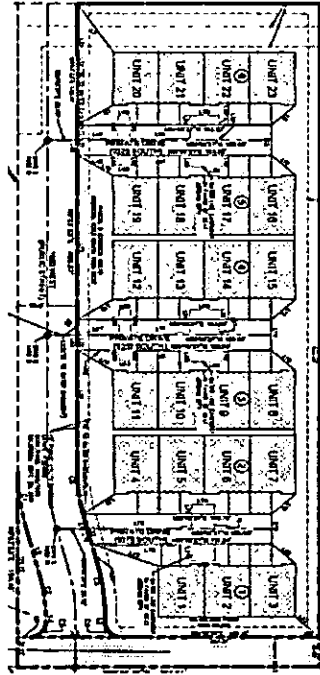


# Bridlewood Villas

9400 South

↑  
N

Jordan  
Villas



Willow Cove  
Apartments



**Land Features:**

There are no canals, ditches, steep slopes, or other infrastructure located on the property. There is a sewer utility easement on the North side of the property crossing east to west, which is marked out on Exhibit A, the Site Plan.

**Improvement and Amenity Installation:**

The development will include several amenities that have been selected to both serve and enrich the lives of the residents that will live in this subdivision. These amenities will include:

1. A walking trail on the east side of the interior units of the subdivision
2. A pavilion will be installed with a table and gas barbeque grill, and
3. Two pickleball courts will be included on the North end of the property.

These amenities will assist with creating a friendly, social environment for residents and will enable them to build social bonds and friendships with other residents in their subdivision.

**Zoning Regulations:**

This land is currently zoned R-3-20, and we have designated 23-townhome units that we believe meet the criteria of this zoning. Property setbacks for Units 1-3 on the South side are 20'; Units on the East have a setback of 20'; Units on the West side have a 30' setback, and Units on the North a 15' setback. Each unit will consist of approximately 1,560 square feet on the main floor, averaging 52' in length by 38.25' in width. The average height of the Units is 27.7', as depicted on Exhibit B, the Exterior Elevations. This property is included in the "Senior Housing Overlay" district, which allows for townhome units for 55+ individuals.

**Building and Structures:**

This subdivision is planned for 23-townhome units with an average size of 3,125 square feet. Each unit will have 21.7' x 19.7' garages with an option for either 2 bedrooms and 2 full bathrooms on the main floor, or 1 bedroom, an office, and 1½ bathrooms on the main floor and a bedroom and bathroom in the basement. The exterior of the building will be finished with a combination of horizontal, vertical, batten, and shake hardie board, cultured stone, and painted metal fascia, with roofing of a 30-year premium asphalt shingle and standing seam metal. Entrances to the subdivision will be from 1980 West. The placement of the homes can be seen on the Site Plan attached as Exhibit A, as well as the accompanying home elevations, attached as Exhibit B.

**Fencing:**

The existing chain-link fence located around the north and west perimeter of the property will be removed with no additional fencing planned for these areas. The wrought iron fencing installed on the east perimeter as part of the Willow Cove Apartments and masonry wall installed on the north perimeter as part of the Bridlewood Villas subdivision will remain.

**Lighting:**

There does exist street lighting and an electrical box on 1980 West Street. Additional lighting shall be installed as included in attached Exhibit C, the Site Lighting Plan.

**Public and Private Use Areas:**

As shown on Exhibit E, the Subdivision Plat, approximately 7,635 feet, 0.175 acres of the parcel along 9400 South will be dedicated to West Jordan City, which includes the sidewalk, curb and gutter. A 10' public utility easement currently exists along 1980 West, a sewer easement exists along the north side of the property, and 10' public utility and drainage easement shall be provided along the east side of the property. The property owner shall maintain the landscaping for these easements. All remaining property will be for private use.

**Landscaping:**

To provide an aesthetically pleasing premises and adhere to West Jordan's requirements, 54,014 square feet, or 15% of the property's landscaping shall include trees such as Shumardi Oak, Linden, and Skyline Honeylocust, shrubs such as Crimson Pigmy Barberry, Dwarf Mugo Pine, Blue Chip Juniper, and Knockout Rose, and Buffalo Juniper. The Landscape Plan, Irrigation Plan, and Landscape Calculation Worksheet are attached as Exhibit D.

**APPENDIX  
TO  
DEVELOPMENT PLAN  
FOR  
WEST JORDAN SENIOR LIVING**

Existing land use, zoning surrounding the proposed development, and abutting structures within 100 ft. are located in the Scope paragraph.....2

Identifying Abutting Property Owners in Subdivision Plat.....Exhibit E

Exterior Elevations of the Residential Building..... Exhibit B

Monument Locations in Subdivision Plat.....Exhibit E

Residential Development information is located within the Scope paragraph .....2

Residential Floor Plans ..... Exhibit H

Lot Dimensions and Acreage in Survey .....EXHIBIT F

Street Layout in Site Plan..... EXHIBIT A

Parking Layout in Site Plan..... EXHIBIT A

Location of existing water, sanitary sewer, storm drain, electricity, and natural gas in the Overall Utility Plan..... EXHIBIT G

**EXHIBITS  
TO  
DEVELOPMENT PLAN  
FOR  
WEST JORDAN SENIOR LIVING**

EXHIBIT A – SITE PLAN

EXHIBIT B – ARCHITECTURAL RENDERINGS, AND ELEVATIONS

EXHIBIT C - LIGHTING PLAN

EXHIBIT D – LANDSCAPING AND IRRIGATION PLAN, WITH WORKSHEETS

EXHIBIT E – SUBDIVISION PLAT AND 9400 SOUTH FRONTAGE IMPROVEMENTS

EXHIBIT F – SURVEY

EXHIBIT G – OVERALL UTILITY PLAN AND GRADING AND DRAINAGE PLAN

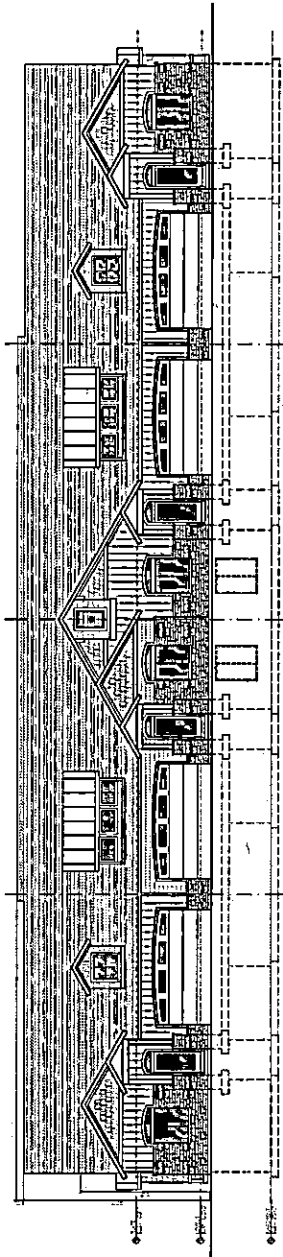
EXHIBIT H – RESIDENTIAL FLOOR PLANS

**EXHIBIT A  
SITE PLAN**

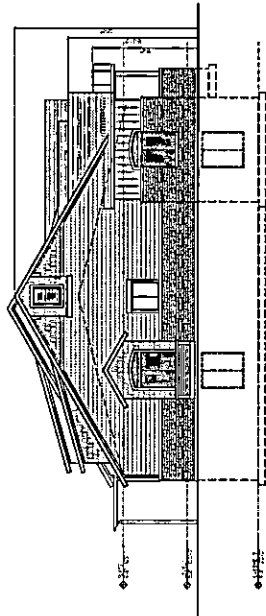


**EXHIBIT B**  
**ARCHITECTURAL RENDERINGS, AND ELEVATIONS**

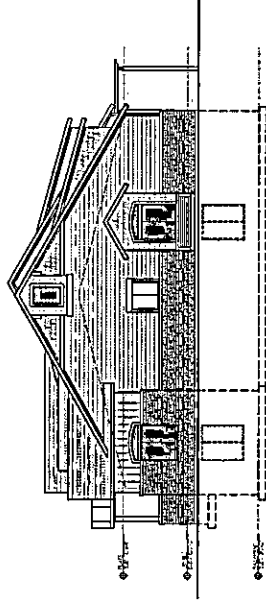




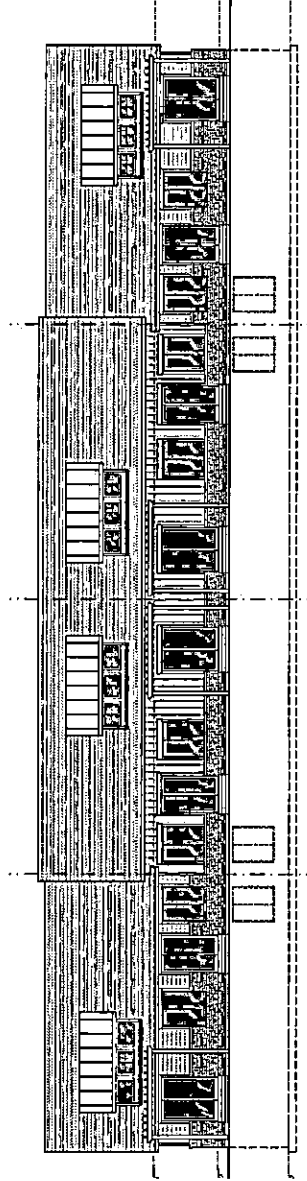
FRONT ELEVATION  
SCALE 1/8" = 1'-0"



LEFT ELEVATION  
SCALE 1/8" = 1'-0"



RIGHT ELEVATION  
SCALE 1/8" = 1'-0"



REAR ELEVATION  
SCALE 1/8" = 1'-0"

PURA VITA LIVING

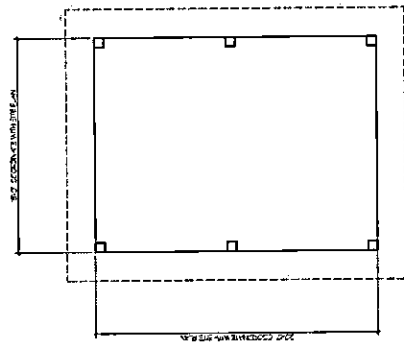
9450 S. REDWOOD ROAD, WEST JORDAN, UTAH, 84095

JUNE 9, 2021

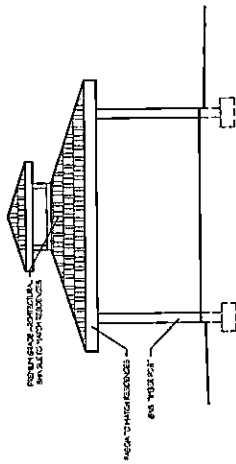


7583 So. Main Street Ste. 100 Midvale, UT 84047  
(801) 561-1333

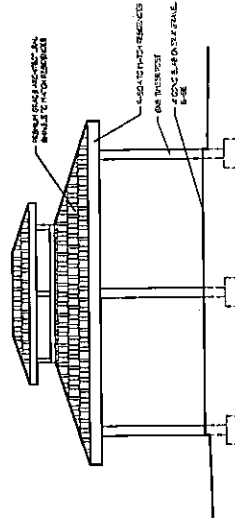
These plans are preliminary and are subject to change. The information provided is for informational purposes only and does not constitute a contract. The information provided is for informational purposes only and does not constitute a contract. The information provided is for informational purposes only and does not constitute a contract.



PAVILION PLAN  
SCALE 1/8" = 1'-0"



FRONT & REAR ELEVATION  
SCALE 1/8" = 1'-0"



SIDE ELEVATION  
SCALE 1/8" = 1'-0"

PURA VITA LIVING

9450 S. REDWOOD ROAD, WEST JORDAN, UTAH, 84095

JUNE 9, 2021



75555 So. Main Street Ste. 100 Midvale, UT 84047  
(801) 561-1333

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**EXHIBIT C  
LIGHTING PLAN**



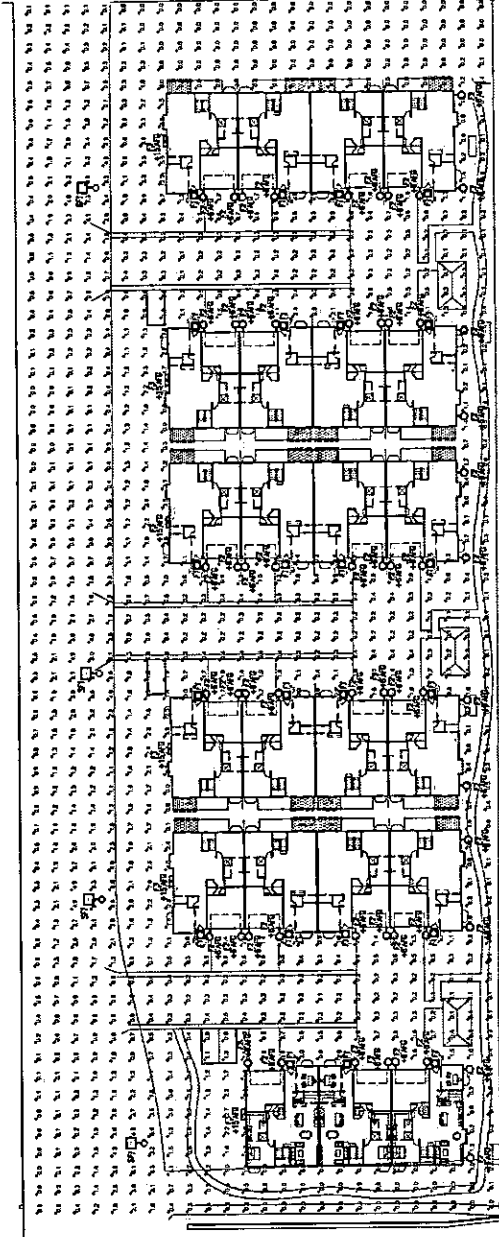
Pura Vita Living  
 9353 South 1980 West  
 West Jordan, Utah  
 Howland Partners

Date  
 Dec. 11, 2020

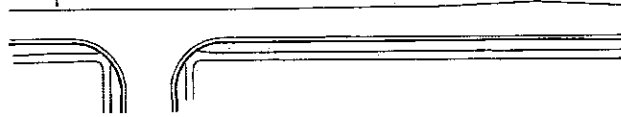
Sheet Title  
 SITE  
 PHOTOMETRIC  
 PLAN

Sheet Number  
 E1.0

**ROYAL ENGINEERING**  
 ELECTRICAL ENGINEERING  
 1000 S. 1000 W. SUITE 100  
 WEST JORDAN, UT 84084  
 PHONE: 801.312.2200  
 FAX: 801.312.2201  
 COPYRIGHT © 2020 BY ROYAL ENGINEERING



**SITE PHOTOMETRIC PLAN**  
 SHEET - E1.0

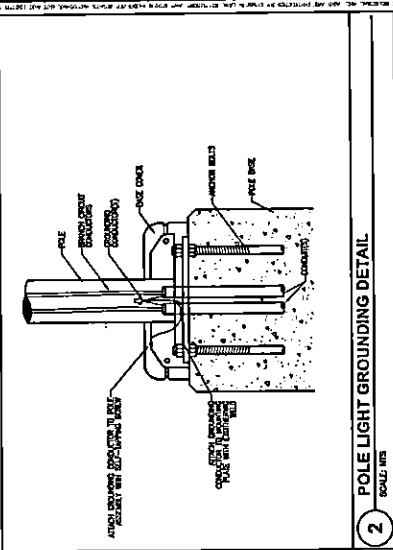


**SITE LIGHTING FIXTURE SCHEDULE**

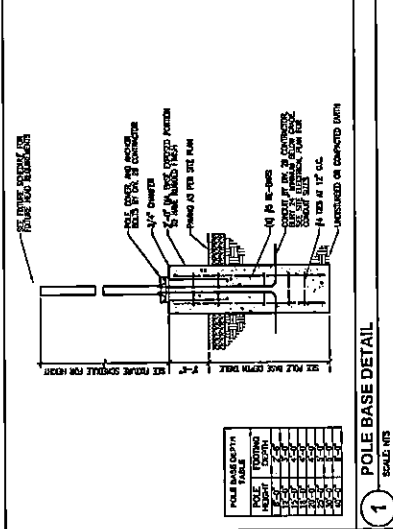
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01	GE	RECESSED	RE	12	12	12	12	12	12	RECESSED 12" WATT
02	GE	RECESSED	RE	17	17	17	17	17	17	RECESSED 17" WATT
03	GE	RECESSED	RE	41	41	41	41	41	41	RECESSED 41" WATT

**LIGHT FIXTURE SCHEDULE**

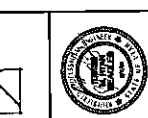
SY	MANUFACTURER	DESCRIPTION	TYPE	SIZE	WATT	WATT	WATT	WATT	WATT	REMARKS
F1	RECESSED	RECESSED	RE	12	12	12	12	12	12	RECESSED 12" WATT
F2	RECESSED	RECESSED	RE	17	17	17	17	17	17	RECESSED 17" WATT
F3	RECESSED	RECESSED	RE	41	41	41	41	41	41	RECESSED 41" WATT



**2 POLE LIGHT GROUNDING DETAIL**  
SCALE: NTS



**1 POLE BASE DETAIL**  
SCALE: NTS



Pura Vita Living  
West Jordan, Utah  
Howland Partners

Date  
Dec. 11, 2020

Sheet Title  
ELECTRICAL  
SCHEDULES  
&  
DETAILS

Sheet Number  
E6.1

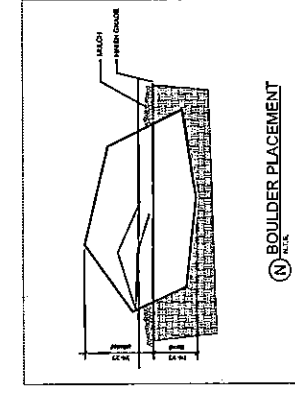
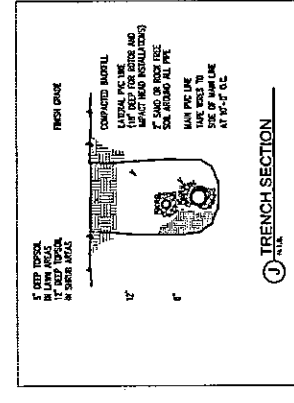
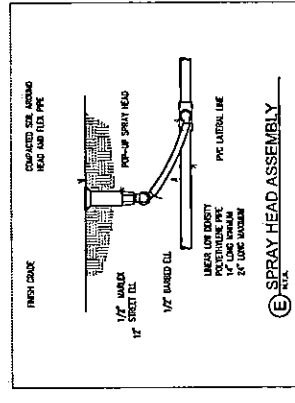
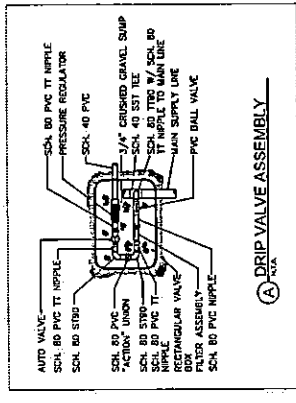
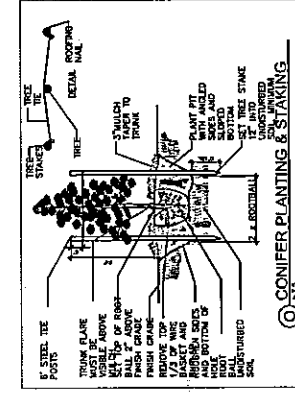
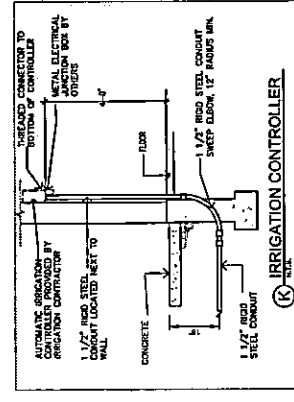
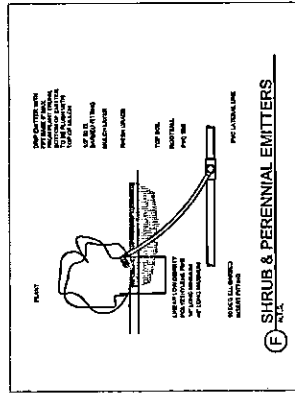
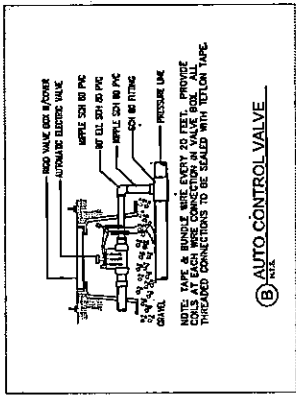
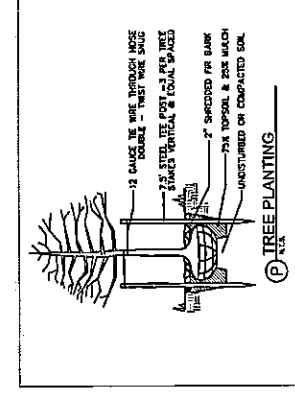
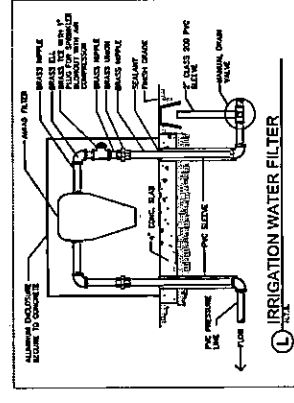
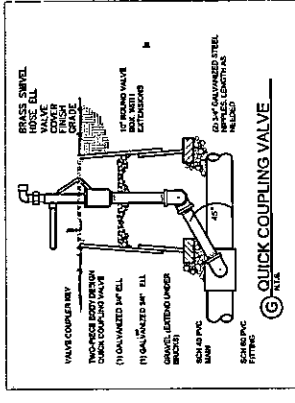
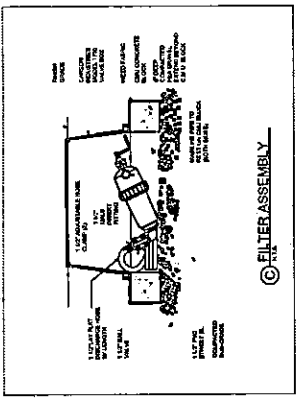
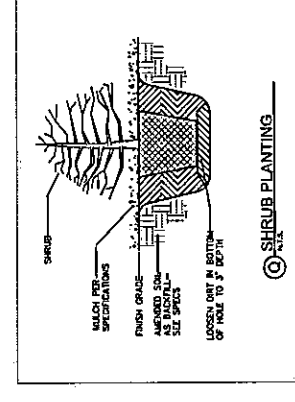
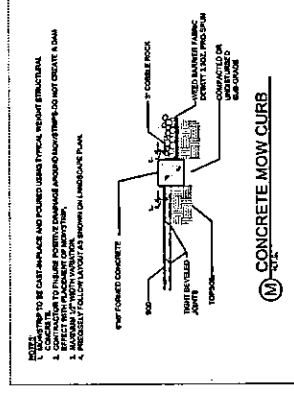
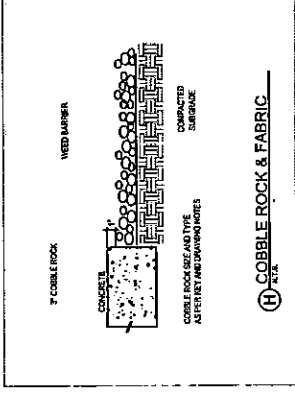
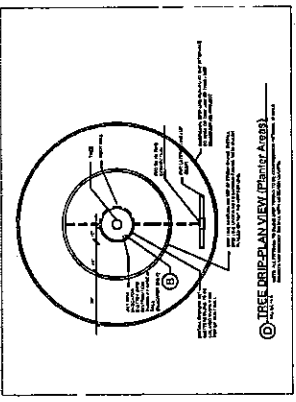


**EXHIBIT D  
LANDSCAPING AND IRRIGATION PLAN  
WITH WORKSHEETS**







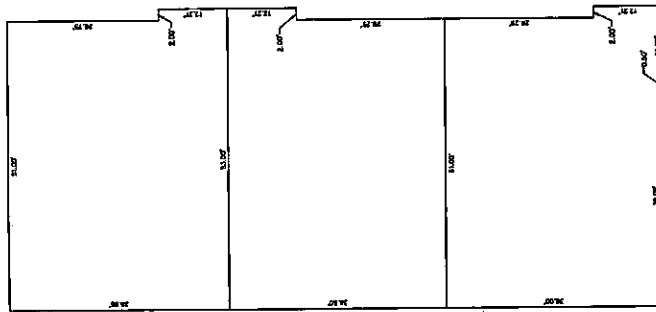


**EXHIBIT E  
SUBDIVISION PLAT  
AND  
9400 SOUTH FRONTAGE IMPROVEMENTS**

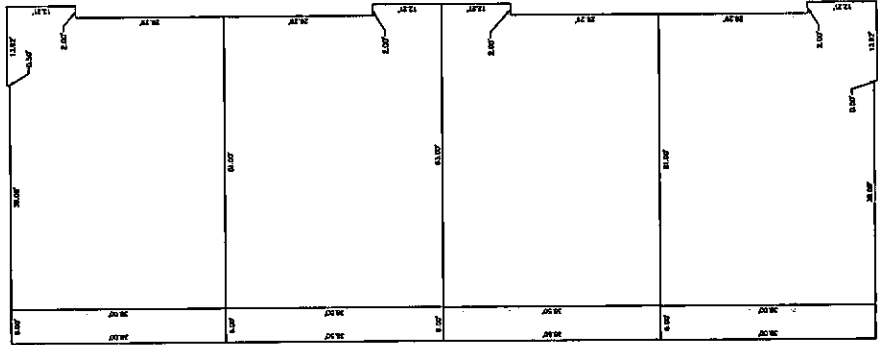


# PURA VITA LIVING SUBDIVISION

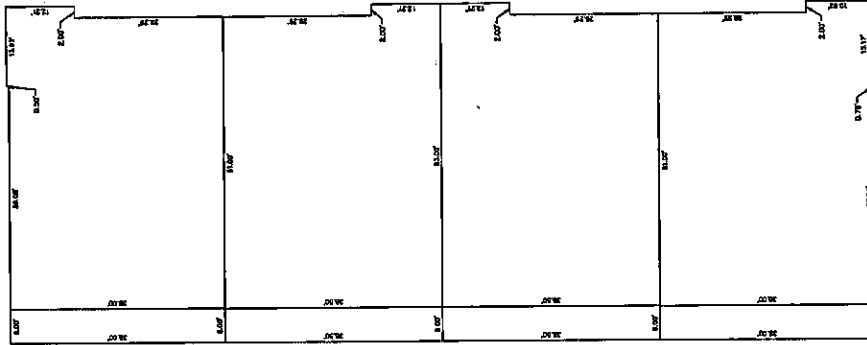
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3,  
TOWNSHIP 3 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEST JORDAN CITY, SALT LAKE COUNTY, UTAH  
SHEET 2 OF 2



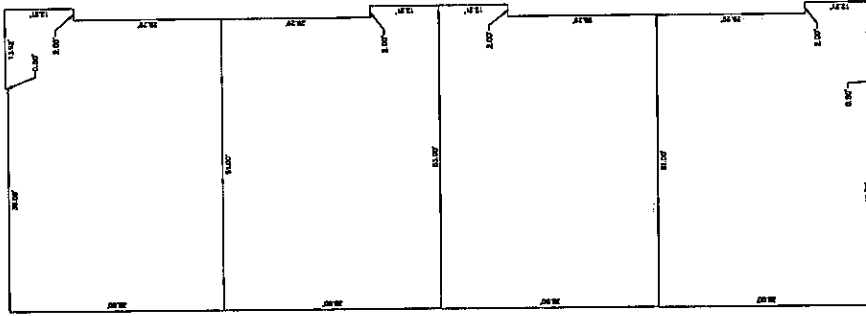
3-PLEX  
SCALE 1"=10'  
BUILDING 1



4-PLEX  
SCALE 1"=10'  
BUILDINGS 3, 4 AND 5



4-PLEX  
SCALE 1"=10'  
BUILDING 2



4-PLEX  
SCALE 1"=10'  
BUILDING 6

**PURA VITA LIVING SUBDIVISION**  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3,  
TOWNSHIP 3 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEST JORDAN CITY, SALT LAKE COUNTY, UTAH

RECORDER'S OFFICE

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE  
REQUEST OF \_\_\_\_\_ TIME \_\_\_\_\_ DATE \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SEE \_\_\_\_\_ SALT LAKE COUNTY RECORDS

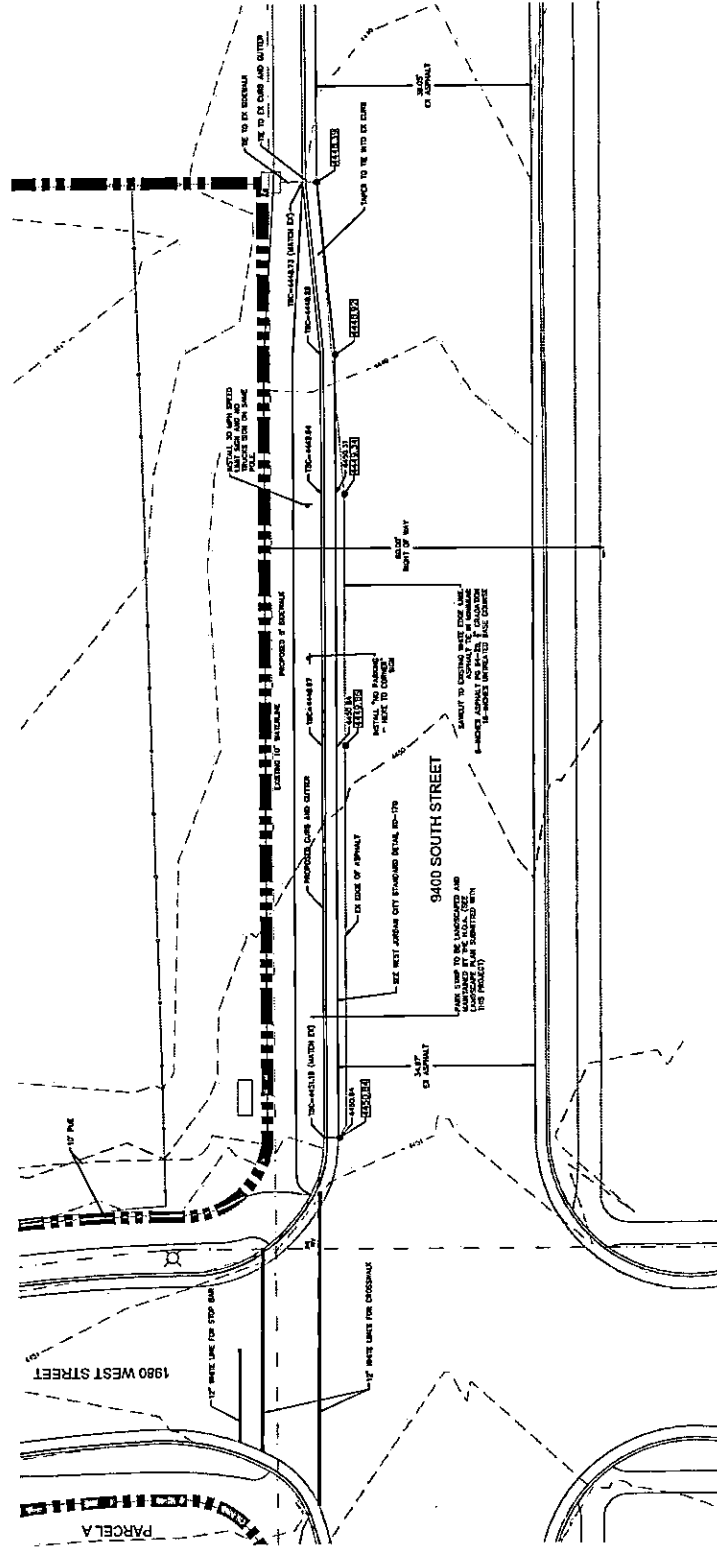
**WILDING**  
ENGINEERING

14576 SOUTH 400 WEST  
SALT LAKE CITY, UTAH 84119  
WWW.WILDINGENGINEERING.COM

PLAT DATED JAN 21, 2021

# PURA VITA LIVING

## 9400 SOUTH FRONTAGE IMPROVEMENTS



**WILDING  
ENGINEERING**

1872 E. 1000 N. SUITE 100  
SALT LAKE CITY, UT 84119  
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DATE: 11/23/20  
DRAWN BY: JRP  
CHECKED BY: GDM  
PROJECT NO: 20185  
SHEET NO: C304

**LEGEND:**

- EXISTING 8" DUCTILE IRON PIPE
- PROPOSED 8" DUCTILE IRON PIPE
- PROPOSED 6" DUCTILE IRON PIPE
- PROPOSED 4" DUCTILE IRON PIPE
- EXISTING 4" DUCTILE IRON PIPE
- EXISTING 3" DUCTILE IRON PIPE
- EXISTING 2" DUCTILE IRON PIPE
- EXISTING 1" DUCTILE IRON PIPE
- EXISTING 1/2" DUCTILE IRON PIPE
- EXISTING 1/4" DUCTILE IRON PIPE
- EXISTING 1/8" DUCTILE IRON PIPE

**PROJECT INFORMATION**

**PURA VITA LIVING**  
9400 SOUTH FRONTAGE IMPROVEMENTS  
WEST JORDAN, UTAH

DRAWN BY: JRP  
CHECKED BY: GDM  
PROJECT NO: 20185  
DATE: 11/23/20  
SCALE: 1" = 30'  
SHEET: C304

**EXHIBIT F  
SURVEY**







**EXHIBIT G  
OVERALL UTILITY PLAN AND  
GRADING AND DRAINAGE PLAN**

# PURA VITA LIVING

## OVERALL GRADING AND DRAINAGE PLAN



**WILDWING**  
ENGINEERING

14741 SOUTH HARRISON CIRCLE, SUITE 200  
SALT LAKE CITY, UT 84115  
WWW.WILDWINGENGINEERING.COM

DRAWING NO. 15  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. THE PROPERTY LINES ARE SHOWN BY THE DASHED LINE.  
 3. THE EXISTING GRADE IS SHOWN BY THE DOTTED LINE.  
 4. THE PROPOSED GRADE IS SHOWN BY THE SOLID LINE.  
 5. THE PROPOSED DRAINAGE SYSTEM IS SHOWN BY THE DASHED LINE WITH ARROWS.  
 6. THE PROPOSED DRAINAGE SYSTEM IS SHOWN BY THE DOTTED LINE WITH ARROWS.  
 7. THE PROPOSED DRAINAGE SYSTEM IS SHOWN BY THE SOLID LINE WITH ARROWS.  
 8. THE PROPOSED DRAINAGE SYSTEM IS SHOWN BY THE DASHED LINE WITH ARROWS.  
 9. THE PROPOSED DRAINAGE SYSTEM IS SHOWN BY THE DOTTED LINE WITH ARROWS.  
 10. THE PROPOSED DRAINAGE SYSTEM IS SHOWN BY THE SOLID LINE WITH ARROWS.

DATE: 11/17/20  
 DRAWN BY: JRP  
 CHECKED BY: GDW  
 PROJECT NO.: 20185

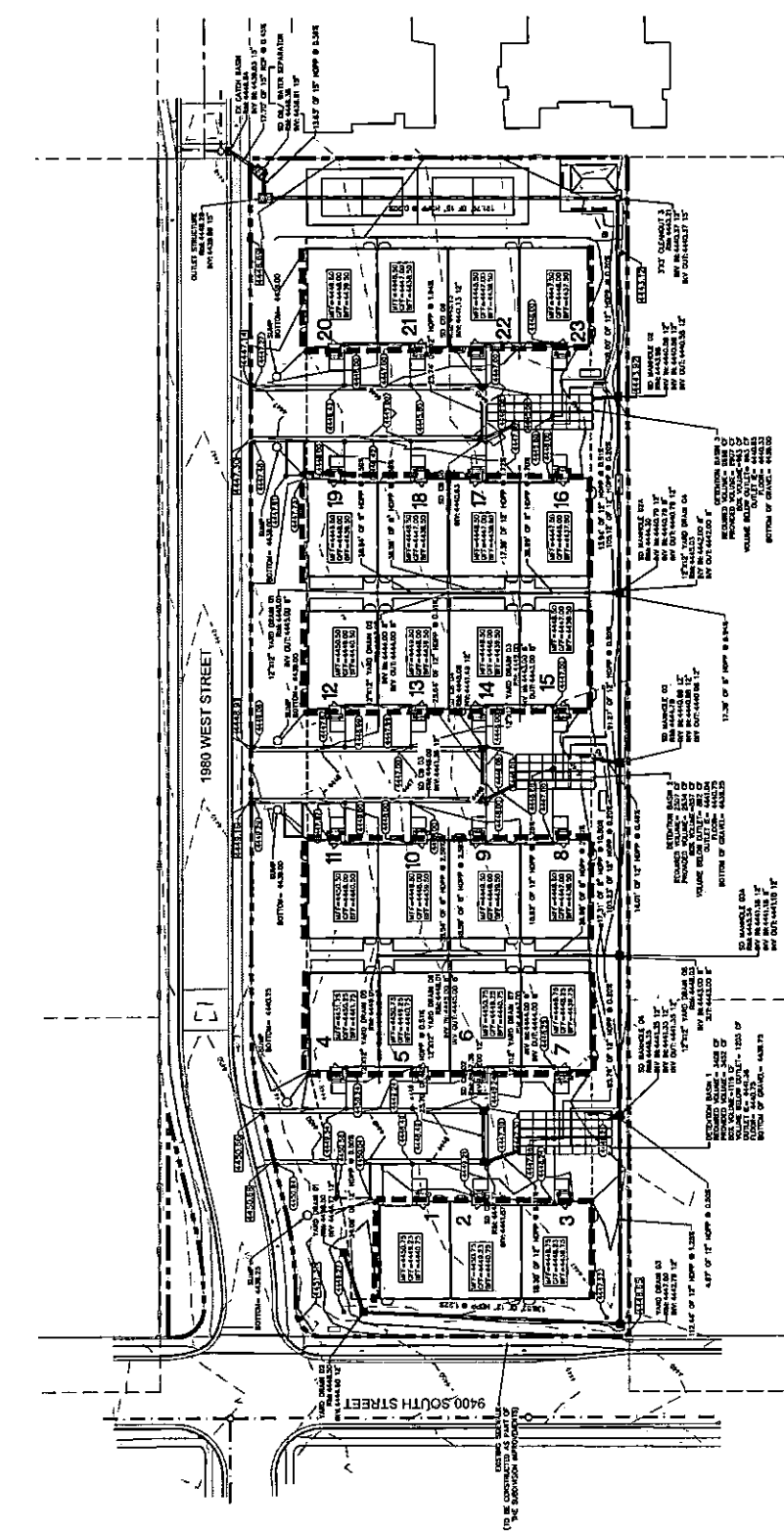
PROJECT LOCATION:  
**PURA VITA LIVING**  
 OVERALL GRADING AND DRAINAGE PLAN  
 9353 SOUTH 1980 WEST  
 WEST JORDAN, UTAH

SCALE: 1" = 30'  
 SHEET: C203

DATE: 11/17/20  
 DRAWN BY: JRP  
 CHECKED BY: GDW  
 PROJECT NO.: 20185

PROJECT LOCATION:  
**PURA VITA LIVING**  
 OVERALL GRADING AND DRAINAGE PLAN  
 9353 SOUTH 1980 WEST  
 WEST JORDAN, UTAH

SCALE: 1" = 30'  
 SHEET: C203



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 1-800-665-4111



14751 SOUTH LINDSAY COURT, WEST JORDAN, UTAH 84088  
WWW.WILDINGENGINEERING.COM  
DRAWING NO. 2018-001  
PROJECT NO. 2018185

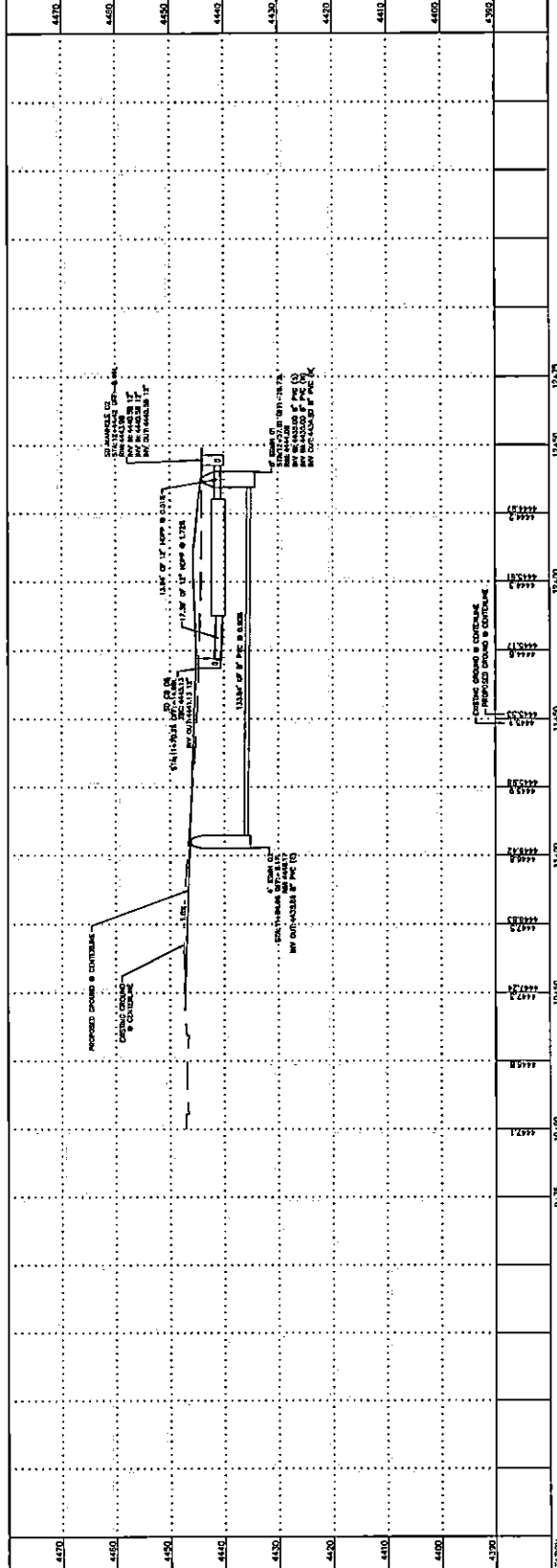
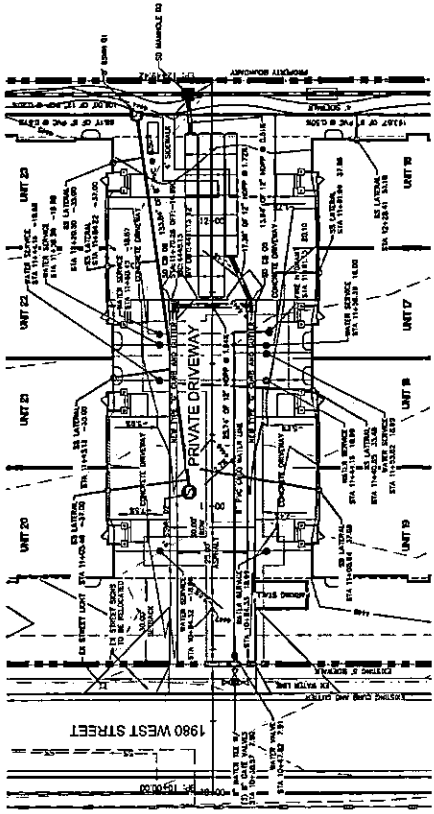
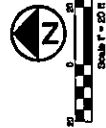
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED

PLAN DATE: Aug 22, 2022

NO.	DESCRIPTION	DATE
1	PROPOSED CURB	
2	PROPOSED SIDEWALK	
3	PROPOSED DRIVEWAY	
4	PROPOSED DRIVEWAY	
5	PROPOSED DRIVEWAY	
6	PROPOSED DRIVEWAY	
7	PROPOSED DRIVEWAY	
8	PROPOSED DRIVEWAY	
9	PROPOSED DRIVEWAY	
10	PROPOSED DRIVEWAY	
11	PROPOSED DRIVEWAY	
12	PROPOSED DRIVEWAY	
13	PROPOSED DRIVEWAY	
14	PROPOSED DRIVEWAY	
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96	PROPOSED DRIVEWAY	
97	PROPOSED DRIVEWAY	
98	PROPOSED DRIVEWAY	
99	PROPOSED DRIVEWAY	
100	PROPOSED DRIVEWAY	

**PURA VITA LIVING**  
NORTH DRIVEWAY  
STA 10+00 - 12+49  
WEST JORDAN, UTAH

DATE	10/18/20
SCALE	1" = 20'
SHEET	1" = 10'
PROJECT NO.	2018185
DRAWN	JRP
CHECKED	JRP
DATE	10/18/20





1875 N. JORDAN, WEST JORDAN, UTAH 84085  
 WWW.WILDINGENGINEERING.COM

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

PROJECT INFORMATION  
 MIDDLE DRIVEWAY  
 STA 20+00 - 22+49  
 WEST JORDAN, UTAH

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

SCALE: 1" = 20'  
 SCALE: 1" = 10'

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

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 PROJECT: PURA VITA LIVING  
 SHEET: C302

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 SHEET: C302

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 PROJECT: PURA VITA LIVING  
 SHEET: C302

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 PROJECT: PURA VITA LIVING  
 SHEET: C302

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

DATE: 10/18/20  
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 SHEET: C302

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

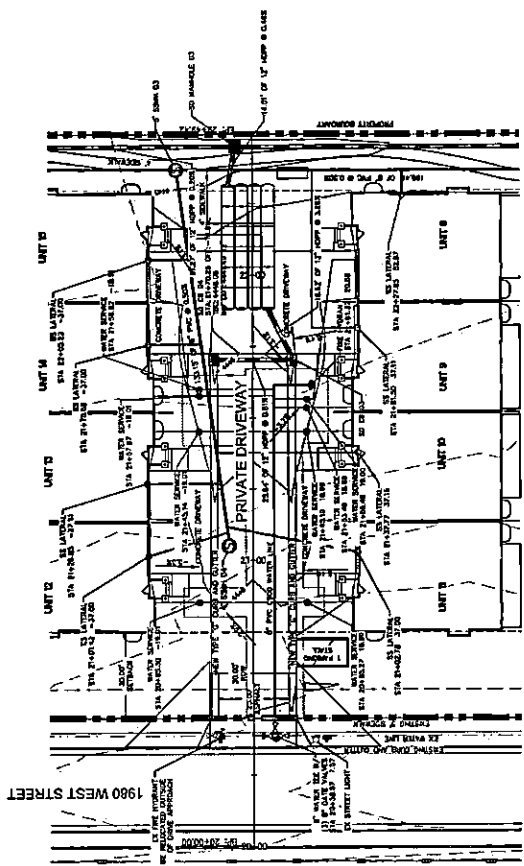
DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

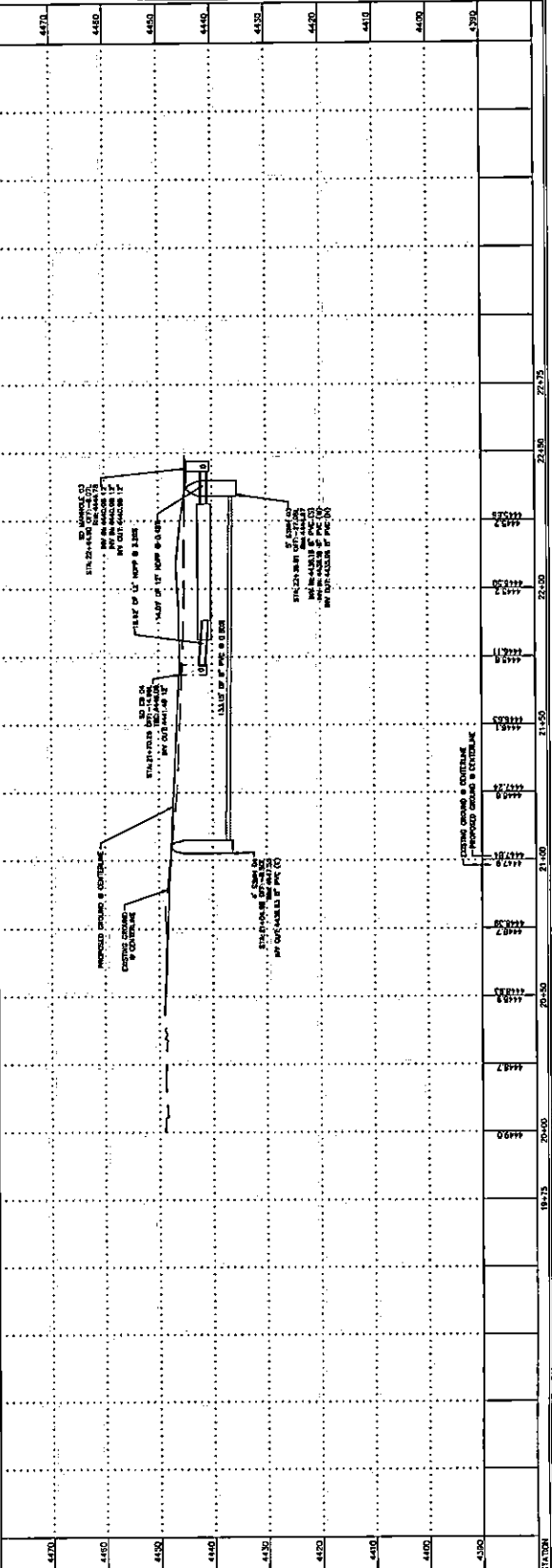
DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302

DATE: 10/18/20  
 PROJECT: PURA VITA LIVING  
 SHEET: C302



SCALE: 1" = 20'  
 SCALE: 1" = 10'





**WILDING**  
**ENGINEERING**  
14973 SOUTH LINDALEE DRIVE, SUITE 100  
SALT LAKE CITY, UT 84119  
WWW.WILDINGENGINEERING.COM

- DRAWING NOTES:**
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED TO THE CONTRARY SHALL BE IN FEET AND INCHES.
  2. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.
  3. THE PROPOSED DRIVEWAY SHALL BE CONSTRUCTED TO THE PROPOSED BUILDING FOOTPRINT.
  4. ALL DRIVEWAY LINES ARE TO BE PERMANENTLY OWNED AND MAINTAINED.

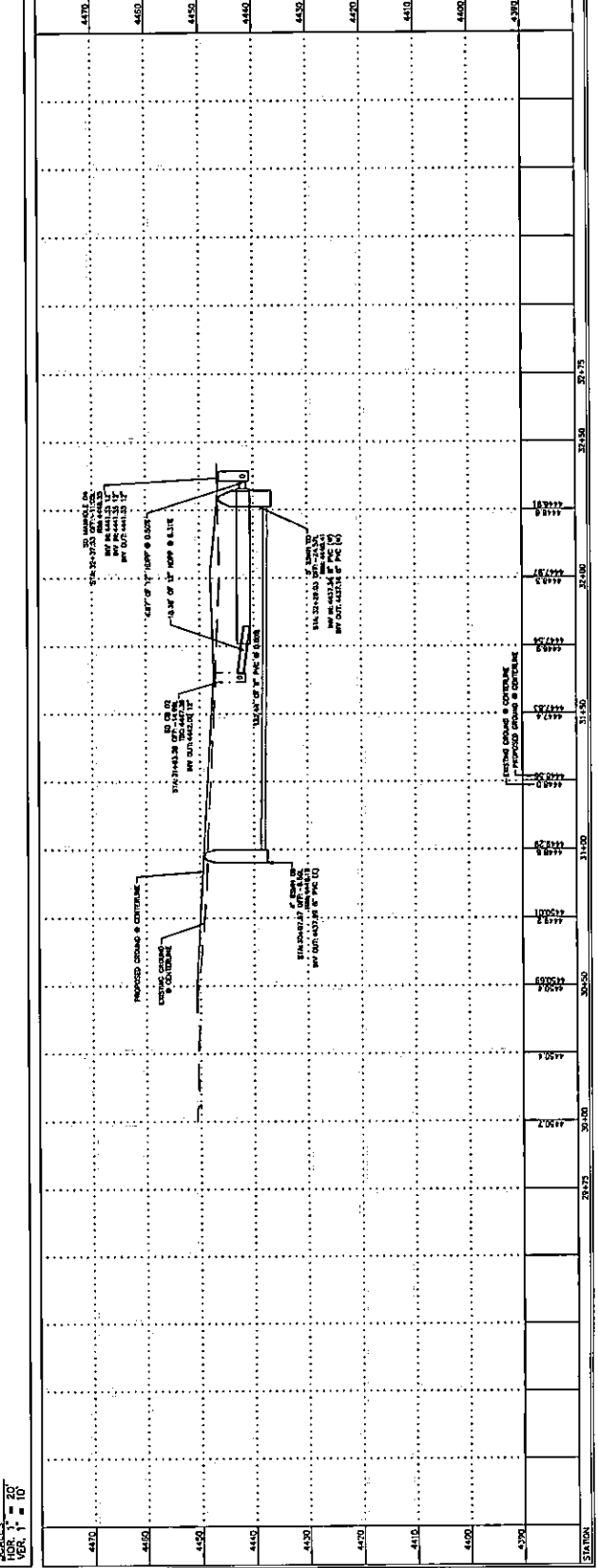
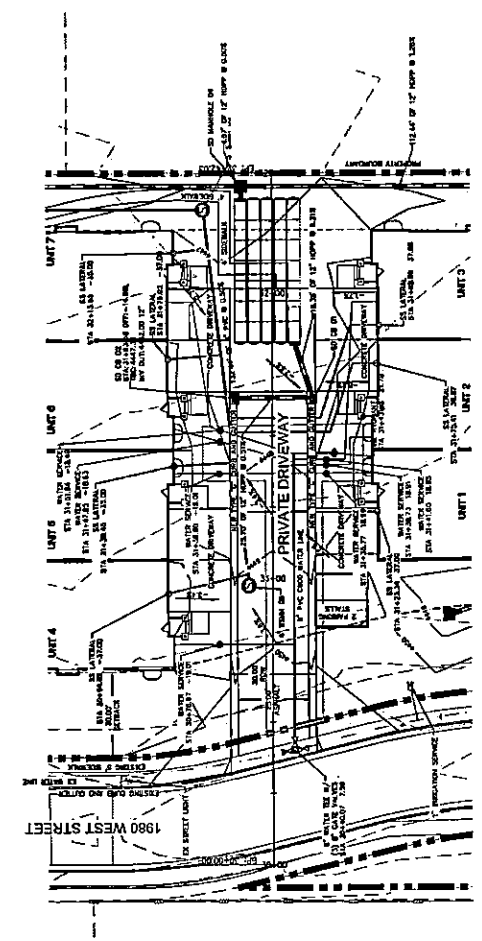
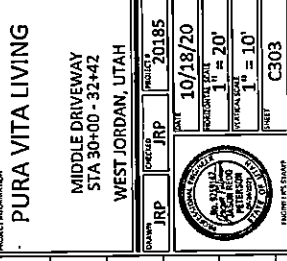
**LEGEND**

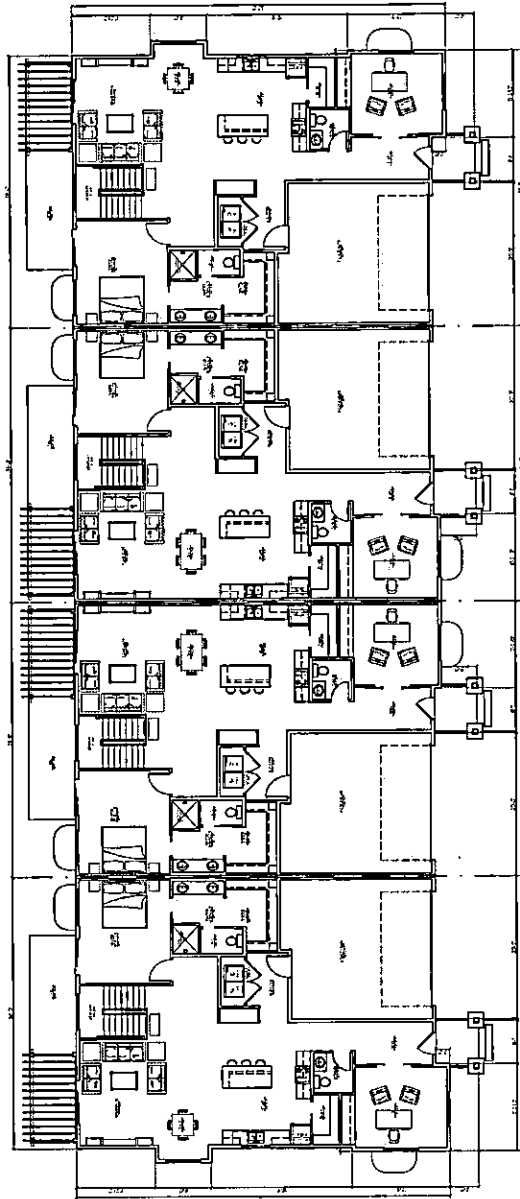
PROPOSED DRIVEWAY	(Symbol)
PROPOSED SIDEWALK	(Symbol)
EXISTING DRIVEWAY	(Symbol)
EXISTING SIDEWALK	(Symbol)
PROPOSED DRIVEWAY	(Symbol)
PROPOSED SIDEWALK	(Symbol)
PROPOSED DRIVEWAY	(Symbol)
PROPOSED SIDEWALK	(Symbol)
PROPOSED DRIVEWAY	(Symbol)
PROPOSED SIDEWALK	(Symbol)

DATE: 10/18/20  
DRAWN BY: JRP  
CHECKED BY: JRP  
PROJECT NO: 20185  
SHEET NO: 3033

**PURA VITA LIVING**  
MIDDLE DRIVEWAY  
STA 30+00 - 32+42  
WEST JORDAN, UTAH

DATE	10/18/20
PROJECT NO	20185
SHEET NO	3033
DRAWN BY	JRP
CHECKED BY	JRP
SCALE	1" = 20'
SCALE	1" = 10'
PROJECT	PURA VITA LIVING





MAIN LEVEL FLOOR PLAN  
SCALE: 3/8" = 1'-0"

JUNE 9, 2021

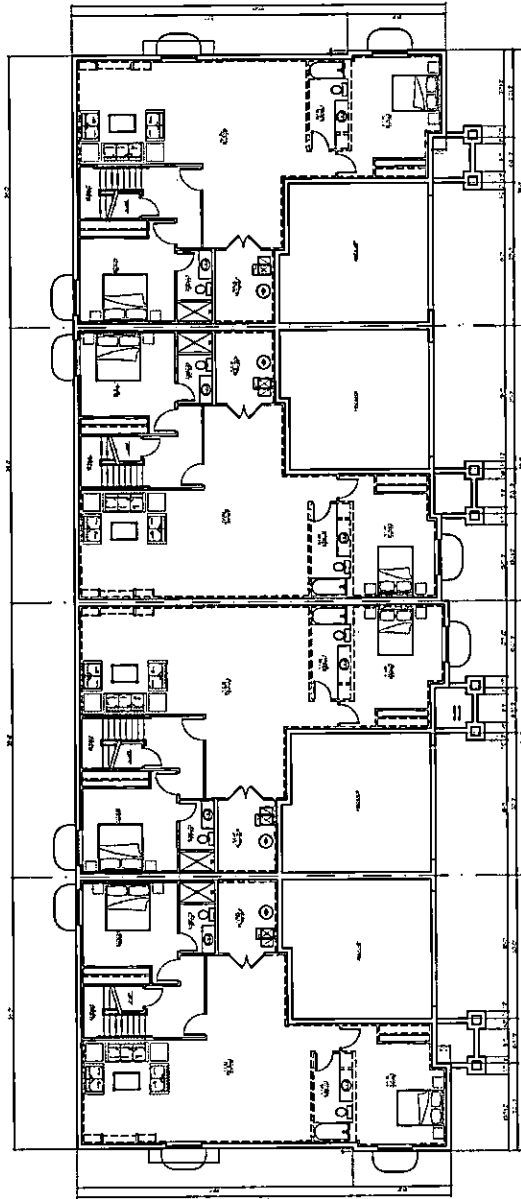
PURA VITA LIVING 9450 S. REDWOOD ROAD, WEST JORDAN, UTAH, 84095

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(801) 561-1333

**EXHIBIT H  
RESIDENTIAL FLOOR PLANS**



BASEMENT FLOOR PLAN  
SCALE 1/8" = 1'-0"

JUNE 9, 2021

PURA VITA LIVING 2450 S. REDWOOD ROAD, WEST JORDAN, UTAH, 84095

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7585 So. Main Street Ste. 100 Midvale, UT 84047  
(801) 561-1333



THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

**ORDINANCE NO. 21-38**

**AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT AND PRELIMINARY DEVELOPMENT PLAN FOR PURA VITA LIVING SENIOR HOUSING, LOCATED AT 1992 WEST 9400 SOUTH IN AN R-3-20(SHO) ZONE (MULTIPLE-FAMILY RESIDENTIAL IN A SENIOR HOUSING OVERLAY DISTRICT), WITH 23 TOWNHOME SENIOR HOUSING RESIDENTIAL UNITS**

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 Senior Housing Overlay District (“SHO”); and

WHEREAS, an application was made by HPI Land, LLC and 1992 W Properties, LLC (collectively “Property Owner”) and HPI Land, LLC (“Applicant”) for property (“Property” or “Pura Vita Living Senior Housing”), located at 1992 West 9400 South, parcel numbers 27-03-351-012 and 27-03-351-013, 3.139 acres, in an existing R-3-20(SHO) Zone (Multiple-Family Residential in a Senior Housing Overlay District), identified herein as “Current Zoning”, with 23 Townhome Senior Housing Residential Units, for a Development Agreement and Preliminary Development Plan for Pura Vita Living Senior Housing (“PDP” and “PDP Application”); and

WHEREAS, on September 7, 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 October 13, 2021 concerning the Pura Vita Living Senior Housing Development Agreement (“DA”) and PDP Application; and

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

WHEREAS, the Applicant has agreed to and has executed the Pura Vita Living Senior Housing DA, with the attached PDP, that will govern the development of the Property, based upon Current Zoning; and

WHEREAS, the City Council has reviewed and desires to approve the Pura Vita Living Senior Housing DA, with the attached PDP; 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 Pura Vita Living Senior Housing DA, with the attached PDP.

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 Pura Vita Living Senior Housing, as shown and attached in Attachment I to this Ordinance, are approved and 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), 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 and the attached PDP.

**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.

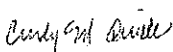

**Section 4. Effective Date.** This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the 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 13<sup>TH</sup> DAY OF OCTOBER 2021.

CITY OF WEST JORDAN

By:   
Kelvin Green (Oct 14, 2021 18:27 MDT)  
 Kelvin Green  
 Council Vice Chair

ATTEST:

   
 Cindy M. Quick, MMC  
 Council Office Clerk

<b>Voting by the City Council</b>	<b>"YES"</b>	<b>"NO"</b>
Council Vice-Chair Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Chair Zach Jacob	~ absent ~	
Council Member Chad R. Lamb	<input checked="" type="checkbox"/>	<input 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 OCTOBER 14, 2021

Mayor's Action:  X  Approve   Veto

By:     
Mayor Dirk Burton

Oct 16, 2021   
Date

ATTEST:



    
Tangee Sloan  
City Recorder

STATEMENT OF APPROVAL OE PASSAGE (check one)

X  The Mayor approved and signed Ordinance No. 21-38.

The Mayor vetoed Ordinance No. 21-38 on \_\_\_\_\_ and the City Council timely overrode the veto of the Mayor by a vote of \_\_\_\_\_ to \_\_\_\_\_.

Ordinance No. 21-38 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  18th  day of  October , 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. 21-38

**AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT AND PRELIMINARY DEVELOPMENT PLAN FOR PURA VITA LIVING SENIOR HOUSING, LOCATED AT 1992 WEST 9400 SOUTH IN AN R-3-20(SHO) ZONE (MULTIPLE-FAMILY RESIDENTIAL IN A SENIOR HOUSING OVERLAY DISTRICT), WITH 23 TOWNHOME SENIOR HOUSING RESIDENTIAL UNITS**

**[See the attached Development Agreement (for Pura Vita Living Senior Housing), with the attached Preliminary Development Plan]**