

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

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

14009260 B: 11369 P: 553 Total Pages: 17
08/31/2022 01:01 PM By: ctafoya Fees: \$0.00
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

**MASTER DEVELOPMENT AGREEMENT
For the Jones Landing Project**

The City of West Jordan, a Utah municipal corporation (the “City”) and Gardner Company, L.C., a Utah Limited Liability Company (“Master Developer”), enter into this Master Development Agreement (this “Agreement”) as of the date the City’s mayor signs this Agreement, and agree as set forth below. The City and the Master Developer are jointly referred to as the “Parties”. Each party may be referred to as a “Party”. The current property owner of the “Property” (see definition in Recital 1 below) is M H Jones Family, LLC, a Utah Limited Liability Company (“Property Owner”), who acknowledges and consents to this Agreement and agrees to be bound to all the terms of this Agreement (as set forth in Section F.1 and the OWNER ACKNOWLEDGEMENT AND CONSENT below).

RECITALS

1. Master Developer has entered into an agreement or agreements for the purchase of approximately 62 acres of certain real property, located at approximately 6835 West 9800 South and identified as Assessor’s Parcel Number 26101000060000, (the “Property”). See the Application and Legal Description of the Property attached as **Exhibit C** and the Concept Site Plans (showing the location of the Property) attached as **Exhibit D**. The development identified in this Agreement, together with the Exhibits, is referred to herein as the “Project” or the “Development”.

2. The Property is currently located in an A-20 Zone (Agriculture, 20 acres minimum lot size) (“Current Zone”) and is proposed to be rezoned to the M-1 Zone District (Light Manufacturing) (“New Zone” and “Rezone”). See the “Zoning & Future Land Use Map” attached as **Exhibit A** and the “Proposed Zoning Map” attached as **Exhibit B**.

3. Master Developer has sufficient resources to develop the Project in its entirety. Master Developer acknowledges and agrees that the City currently has limited utility infrastructure available for the Project and agrees to be bound by these limitations, as set forth in Sections D.2 through D.8 inclusive of the Terms below.

4. This Project is a manufacturing development with two large warehouses to be constructed on the Property within the New Zone.

5. Master Developer may develop the Property in multiple phases and has contracted with the Property Owner to purchase and develop the Property in a manner that is consistent with this Agreement.

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

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

Exhibit A – Zoning & Future Land Use Map

Exhibit B – Proposed Zoning Map

Exhibit C – Application and Legal Description of the Property

Exhibit D – Concept Site Plans

Exhibit E – Jones Landing Building 1 Big-D Construction Schedule

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

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

TERMS

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

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

1. Failure to Close on the Property Transactions. The rights and authority of Master Developer to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being as Master Developer closes on each portion of the purchase of the Property from the Property Owner (“**Closing**”).

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

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

4. Construction and Functionality of Zone 6 Culinary Water Tank. The rights and authority of Master Developer to receive a Certificate of Occupancy for the first of two warehouses on the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being once the City's Zone 6 Culinary Water Tank (and connecting culinary water lines and other related culinary water infrastructure) is constructed and is functional, and all other requirements have been complied with, pursuant to the provisions of Section D, including but not limited to Section D.6, below.

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. Development Plans, Subdivision Plats, and Site Plans. In addition to the Master Developer complying with the provisions of the Governing Regulations, development of the Property by the Master Developer shall be in accordance with any City-approved development plans, subdivision plats, and site plans. The approval of development plans, subdivision plats, and site plans shall not be unreasonably withheld by the City.

2. Construction of Warehouse Buildings. Two large warehouse buildings ("**Warehouses**") are planned to be constructed on the Property. The Master Developer shall apply for a 2-lot subdivision (or a 1-lot subdivision, with a remainder parcel, which will become a lot at a later time); each Warehouse shall be on one of the lots. The Master Developer plans to construct the first of the two Warehouses ("**First Warehouse**") according to the approximate time schedule set forth in the "Jones Landing Building 1 Big-D Construction Schedule" ("**First Warehouse Construction Schedule**"), attached hereto as **Exhibit E**, with said construction to require 12 to 18 months or more to complete. The other warehouse is identified as the "**Second Warehouse**".

3. Concurrent Construction of a Zone 6 Culinary Water Tank; Additional Water Infrastructure; and On-Site Fire Protection Facilities. The City has already begun the construction of a Zone 6 Culinary Water Tank. Concurrent with the construction of this Zone 6 Culinary Water Tank, at some point, at Master Developer's sole risk, Master Developer shall commence construction of the First Warehouse according to the First Warehouse Construction Schedule. Also, it is anticipated that construction shall soon begin on a Zone 5 South Culinary Water Tank. These two Culinary Water Tanks, connecting culinary water lines, and other related culinary water infrastructure are referred to herein as "**Additional Water Infrastructure**". Without the Additional Water Infrastructure, culinary water will not be available for the Project. Furthermore, without the Additional Water Infrastructure and other adequate on-site fire suppression water and water lines, fire hydrants, and other fire protection facilities and equipment ("**On-Site Fire Protection Facilities**"), there will not be adequate fire protection available for the Project.

4. Land Disturbance and Footings and Foundation Building Permits for the Construction of the First Warehouse. 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 number of connections or capacity of utility infrastructure other than what is currently available and what becomes available, according to the City's plans and discretion, as well as what is specifically required or provided for in this Agreement. Initially, the City shall allow the Master Developer to obtain a land disturbance permit pursuant to the terms and provisions of Title 11 of the City Code ("**Land Disturbance Permit**"). The City shall also allow Master Developer to obtain building permits for the construction of footings and foundation, as well as for other non-combustible materials portions of the First Warehouse and related infrastructure (and for other non-combustible materials to be introduced to the site), as approved by the City's Building Official and the City's Fire Marshal, in their sole and absolute determination.

5. Final Building Permits for the Construction of the First Warehouse. No building permits for the construction of the combustible materials portions of the First Warehouse may be approved, and no combustible materials may be stocked, stored, installed, or otherwise allowed on-site, by the City until adequate On-Site Fire Protection Facilities are constructed and functional, with active, functional fire hydrants in place, as certified by the City's Public Utilities Director and the City's Fire Marshal, in their sole and absolute determination.

6. Certificates of Occupancy for the First Warehouse. No temporary or permanent Certificate of Occupancy for any part of the First Warehouse may be issued by the City to the Master Developer without the prior completion of the construction of the Zone 6 Culinary Water Tank (and connecting culinary water lines and other related culinary water infrastructure) and the On-Site Fire Protection Facilities, with all culinary water and life safety systems being tested, approved, and in service, as certified by the City's Public Utilities Director and Fire Marshal, in their sole and absolute determination.

7. Land Disturbance and Building Permits for the Construction of the Second Warehouse. No land disturbance permits, building permits, or Certificates of Occupancy for the Second Warehouse may be issued by the City to the Master Developer without the prior completion of the construction of adequate portions of the Additional Water Infrastructure and On-Site Fire Protection Facilities, as determined and certified by the City's Public Utilities Director and Fire Marshal, in their sole and absolute determination.

8. Indemnification. In consideration for the City allowing for Land Disturbance Permits and building permits for the construction of the First Warehouse, and since adequate Additional Water Infrastructure and On-Site Fire Protection Facilities are not currently in place, Master Developer agrees to the indemnification provisions and related provisions set forth in Section G.21 below.

E. Development Rights; and Reserved Legislative Powers.

1. Development Rights. Master 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 Master Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all police powers that cannot be so limited.

F. Term of this Agreement; Agreement Runs With the Land. 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) Master Developer or its successor in interest applies to the City for zoning and the City Council, in its sole legislative discretion approves either the requested or different zoning.

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

G. General Provisions.

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

If to City:	ATTN: City Recorder City of West Jordan 8000 South Redwood Road West Jordan City, UT 84088
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If to Master Developer: ATTN: Ben Seastrand
Gardner Company, L.C.
201 S. Main Street, Suite 2000
Salt Lake City, UT 84111

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

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

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

5. Authority. The Parties represent to one another that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Master Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The Parties warrant to one another that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. Before signature of this Agreement, all trustees of any trust who are acting on behalf of the trust as a party to this Agreement or subsequent agreements must produce proof to the City's satisfaction that the signatory signing this Agreement is indeed the legally authorized trustee of the trust. The Master Developer represents to the City that by entering into this Agreement, Master 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 Master Developer's ability to complete the development of the Property is not defeated by such severance.

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

10. Default.

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

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

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

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

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

11. Remedies. If, after meeting and conferring, the Parties are not able to resolve an alleged default, then 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 Master 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 Master Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Master Developer or its successors.

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

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. Master Developer shall not assign, delegate, or transfer its interest in this Agreement without prior written approval by the City; provided, however, Master Developer may freely assign its interest in this Agreement (without approval from the City) to (i) an entity that is owned or controlled by Master Developer or its affiliates or subsidiaries or (ii) any joint venture partner of Master Developer or its affiliates or subsidiaries so long as Master Developer gives written notice of such assignment to the City and the successor party agrees to assume Master Developer's obligations set forth in this Agreement. Except as set forth in the preceding sentence, any attempt to assign, delegate, or transfer without the City's prior written approval will be void *ab initio*, and Master Developer will remain

liable for the performance of each and every obligation of Master Developer in this Agreement. If an assignment, delegation, or transfer is held not to be void, the parties intend that this Agreement will be binding on the assignee, delegatee, or transferee, as applicable. Any such request for assignment may be made by letter addressed to the City as provided herein, and the prior written consent of the City may be evidenced by letter from the City to Master Developer or its successors or assigns. The assignment of one or more phases of the Project shall require the assignee to sign a form of 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 Challenges and Indemnification, including Referendum.

a. Indemnification. Master Developer shall, at all times, protect, indemnify, save harmless, and defend City and its agents, employees, officers, and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Regulations, by Master Developer, Master Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement ("**Any Claims**"), and including but not limited to Any Claims regarding the current lack of adequate Additional Water Infrastructure or On-Site Fire Protection Facilities. Nothing in this provision shall be deemed to limit or impair Master Developer's rights or claims for contribution, indemnification, or relief against City's contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Master Developer shall not be required to indemnify, hold harmless, or defend City from any claims or liabilities caused by, or resulting from, any actions or failures to act by City or its agents, employees, officers, or contractors.

b. Referendum. In the event of a referendum or similar ballot measure for the approval of this Agreement or the Rezone ("**Referendum**"), and if the City in its sole discretion, subsequent to the approval of this Agreement, elects to defend against the Referendum, the Master Developer shall reimburse City's attorney's fees, court costs, and any related costs of defending against the Referendum. The Master Developer's obligation to indemnify the City during any defense of a Referendum shall be reimbursed within ten (10) days of the City providing notice to Master Developer of the City's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the City. Master Developer's obligation to indemnify against the costs of defense shall exist regardless of the outcome of the Referendum or decisions to modify or withdraw the approval.

22. Non-Liability of Officials or Employees. No officer, representative, agent, or employee of the City, or the Master Developer, shall be personally liable to the 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 Master Developer represents that it has not knowingly influenced, and hereby promises that it will not knowingly influence, a current or former City officer or employee to breach any of the ethical standards set forth in the City Ethics Ordinance codified in Title 1, Chapter 11 (including Article A) of the West Jordan City Code.

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

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

By (Sign): 

Print Name: Christa Gardner

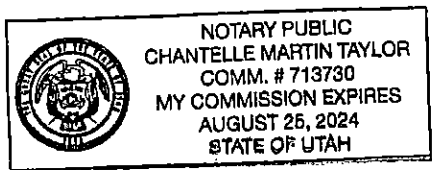
Its (Title): manager

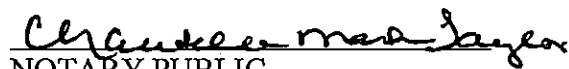
ACKNOWLEDGMENT

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

On this 28th day of June, 2022, before the undersigned notary public in and for the said state, personally appeared Christa Gardner known or identified to me to be the Manager of **Gardner Company, L.C.**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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




NOTARY PUBLIC

OWNER ACKNOWLEDGEMENT AND CONSENT

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

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

By (Sign): *Michael L Jones*

Print Name: Michael L Jones

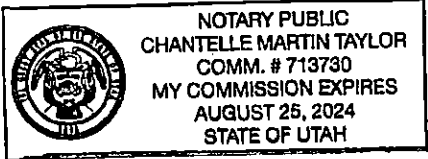
Its (Title): MANAGER

ACKNOWLEDGMENT

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

On this 28th day of June, 2022, before the undersigned notary public in and for the said state, personally appeared Michael L Jones known or identified to me to be the Manager of M H Jones Family, LLC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



Chantelle Martin Taylor
NOTARY PUBLIC

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 22-19

**AN ORDINANCE FOR APPROXIMATELY 62 ACRES OF PROPERTIES LOCATED AT
APPROX. 6835 WEST 9800 SOUTH, IDENTIFIED AS JONES LANDING
MANUFACTURING DEVELOPMENT; AND**

**APPROVAL OF A MASTER DEVELOPMENT AGREEMENT FOR SAID DEVELOPMENT,
SUBJECT TO THE APPROVAL OF A REZONE AND OTHER CONDITIONS PRECEDENT**

WHEREAS, the City of West Jordan (“City”) adopted the Comprehensive General Plan (“General Plan”) in 2012, as amended, which provides for a general plan land use map (“General Plan Land Use Map”), which is periodically updated; and the City adopted the West Jordan City Code (“City Code”) in 2009, as amended, which provides for development agreements, and which provides for a zoning map for the City (“Zoning Map”), which is periodically updated; and

WHEREAS, an application was made by Gardner Company, L.C./Ben Seastrand (“Applicant”) for approximately 62 acres of property located at approximately 6835 West 9800 South (“Property” or “Jones Landing Manufacturing Development” or “Jones Landing Project”) for a request for a Zoning Map amendment or rezone for the Property from the A-20 Zone (Agriculture 20-Acre Lots Zone) to the M-1 Zone (Light Manufacturing Zone) and a Master Development Agreement (“Application”, “Rezone”, and “MDA”), which is consistent with the General Plan Land Use Map, which identifies the area as “Light Manufacturing”; and

WHEREAS, on April 5, 2022, the Application was considered by the West Jordan Planning Commission (“Planning Commission”), which held a public hearing and which made a recommendation to the West Jordan City Council (“City Council”) concerning Jones Landing Manufacturing Development; and

WHEREAS, a public hearing was held before the City Council on July 13, 2022 concerning the Jones Landing Manufacturing Development, including the MDA and Rezone; and

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

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

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

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

Section 1. Approval of MDA. The MDA is approved and the Mayor is authorized to execute the MDA in “Attachment 1”. The approval of the MDA is subject to the conditions precedent to the enforcement of the MDA, as set forth in the MDA, including but not limited to the City Council, in its

sole legislative discretion, choosing to adopt, by Ordinance, the Rezone.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS 13th DAY OF JULY 2022.

CITY OF WEST JORDAN

By: Kayleen Whitelock
Kayleen Whitelock (Jul 15, 2022 13:23 MDT)
Kayleen Whitelock
Council Chair

ATTEST:

Cindy M. Quick 
Cindy M. Quick, MMC
Council Office Clerk


Voting by the City Council	"YES"	"NO"
Council Chair Kayleen Whitelock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Vice-Chair Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Zach Jacob	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Pamela Bloom	<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 Melissa Worthen	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON JULY 14, 2022.

Mayor's Action: X Approve Veto

By: Dirk Burton Jul 15, 2022
Mayor Dirk Burton Date

ATTEST:



Tangee Sloan 
Tangee Sloan
City Recorder

STATEMENT OF APPROVAL OF PASSAGE (check one)

X The Mayor approved and signed Ordinance No. 22-19.

_____ The Mayor vetoed Ordinance No. 22-19 on _____ and the City Council timely overrode the veto of the Mayor by a vote of _____ to _____.


_____ Ordinance No. 22-19 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 July, 2022. 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

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**Attachment 1 to
ORDINANCE NO. 22-19**

**AN ORDINANCE FOR APPROXIMATELY 62 ACRES OF PROPERTIES LOCATED AT
APPROX. 6835 WEST 9800 SOUTH, IDENTIFIED AS JONES LANDING
MANUFACTURING DEVELOPMENT; AND**

**APPROVAL OF A MASTER DEVELOPMENT AGREEMENT FOR SAID DEVELOPMENT,
SUBJECT TO THE APPROVAL OF A REZONE AND OTHER CONDITIONS PRECEDENT**

**MASTER DEVELOPMENT AGREEMENT
For the Jones Landing Project
(See the following pages)**