

ORDINANCE NO. 1159

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF DRAPER CITY FOR APPROXIMATELY 2.03 ACRES OF PROPERTY FROM RA1 (RESIDENTIAL AGRICULTURAL, 40,000 SQUARE FOOT LOT MINIMUMS) TO RM2 (MULTI-FAMILY RESIDENTIAL, UP TO 12 DWELLING UNITS PER ACRE), AND APPROVING A DEVELOPMENT AGREEMENT ALLOWING UP TO 16.3 DWELLIN GUNITS PER ACRE, LOCATED AT APPROXIMATELY 11970 SOUTH 700 EAST WITHIN DRAPER CITY, OTHERWISE KNOWN AS THE ELGIN PLACE ZONING MAP AMENDMENT.

WHEREAS, pursuant to State law, Draper City has adopted a Zoning Ordinance and Zoning Map to guide the orderly development and use of property within the City; and

WHEREAS, from time to time it is necessary to review and amend the Zoning Map to keep pace with development within the City and to ensure the provision of a variety of economic uses; and

WHEREAS, the proposed zone change set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zoning Map; and

WHEREAS, the Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed amendment to the official Zoning Map of Draper City, and the City Council has found the proposed zone change to be consistent with the City's General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH:

Section 1. Zoning Map Amendment. The following described real property located at approximately 11970 South 700 East within Draper City, Salt Lake County, State of Utah, previously zoned RA1 as shown on the Draper City Zoning Map, as depicted in Exhibit "A" hereto, are hereby changed and rezoned to RM2:

This legal describes Lot 7 and Lot 8, Block 34, and a portion of Lot 1 and Lot 2, Block 34, per that certain plat map titled Draperville, recorded in Book A, at Page 69, on file at the Salt Lake County, Utah Recorder's Office. This legal also describes a portion of 11900 South Street as shown and described in that certain Record of Survey performed by Robert J. Ellis, RLS, recorded as S91-10-0561, on file at the Salt Lake County Surveyor's Office. Known as Tax Parcel ID 28-29-103-001 and 28-29-103-002. Situate in the Northwest Quarter (NW 1/4) of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and described as follows:

Commencing at the Salt Lake County Brass Cap being the West Quarter of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°07'00" East 1330.50 feet along the west line of the Northwest Quarter of said Section 29 to the Point of Beginning;

Thence continuing North 00°07'00" East 317.25 feet along said west line to a point; (said point being South 00°07'00" West 1001.27 feet from the Northwest Corner of said Section 29)(said point also being North 00°07'00" East 11.25 feet from the Northwest Corner of said Lot 7); thence departing said west line South 89°53'00" East 277.72 feet to the existing back of sidewalk; thence South 07°56'24" East 10.24 feet along said back of sidewalk; thence South 00°18'48" West 307.12 feet along said back of sidewalk; thence departing said back of sidewalk North 89°53'00" West 278.10 feet to the Point of Beginning.

The above-described portion contains 88,392 square feet or 2.03 acres.

BASIS OF BEARING

North 00°07'00" East, being the bearing of the west line of the Northwest Quarter (NW 1/4) of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

End of description.

Section 2. Development Agreement. The Development Agreement, as depicted in Exhibit "B" hereto, shall be approved with this Ordinance and shall run with the land.

Section 3. Severability Clause. If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or 30 days after final passage, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 7th DAY OF July, 2015.

ATTEST:

DRAPER CITY:

By: [Signature]
City Recorder

By: [Signature]
Mayor



EXHIBIT A

ELGIN PLACE ZONING MAP AMENDMENT

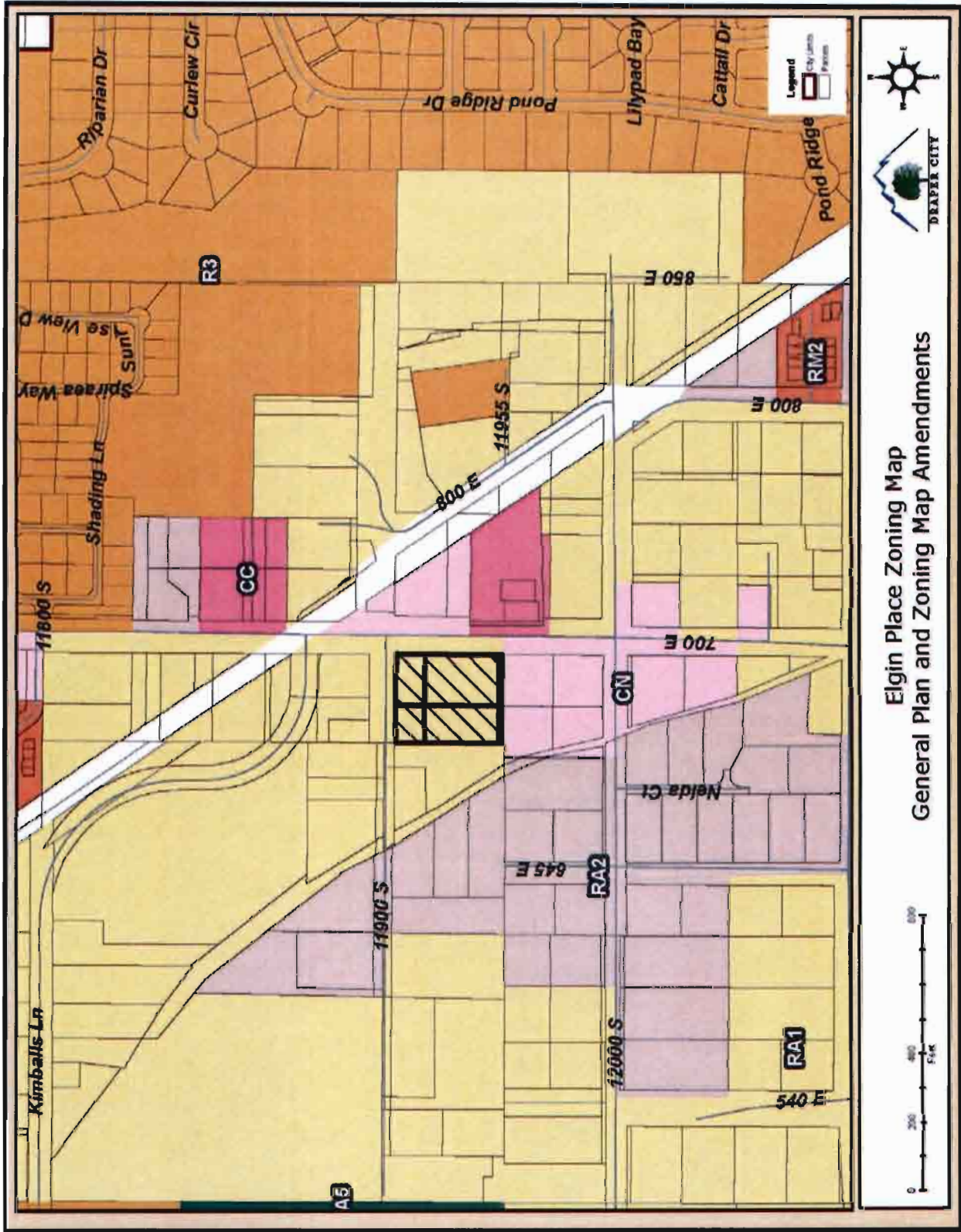


EXHIBIT B

ELGIN PLACE DEVELOPMENT AGREEMENT

Agreement starts on following page.

When Recorded, Return to:

Elgin Place LLC
Michael Brodsky
308 East 4500 South, Suite 200
Murray, UT 84107

Affecting Tax Parcel No.: 28-29-103-001 and 28-29-103-002

DEVELOPMENT AGREEMENT
Elgin Place Property

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this ___ day of _____, 2015, by and between Elgin Place LLC, a Utah Limited Liability Company (the "Developer"), and DRAPER CITY, a municipal corporation of the State of Utah (the "City"). The Development Agreement shall run for a period of 5 years and shall expire if the project isn't completed by December 31, 2020.

RECITALS

- A. Developer owns that certain real property located at approximately 11970 South 700 East and 11930 South 700 East, Draper, Utah 84020 (the "Property"). The Property consists of approximately 2.03 acres of land as more particularly described in Exhibit A attached hereto, and by this reference made a part hereof.
- B. The Property is currently zoned RA-1, subject to the zoning requirements and restrictions described in Chapter 9-10 of the Draper City Municipal Code. Developer cannot develop the Property for its intended use as a 30-lot townhome residential subdivision (the "Proposed Development") under the RA-1 Zone. Therefore, prior to seeking approval for the Proposed Development, Developer is required to petition the City for a zone change of the Property.
- C. Developer has or will file a Zone General Master Plan Map Application (the "Application") with the City requesting a zone change on the Property from the RA-1 Zone to the RM-2 Zone.
- D. In order to address public concerns brought to Developer's attention pertaining to permitted uses in the RM-2 Zone, Developer desires to address and resolve such concerns by entering into this Agreement in conjunction with the City's review and approval of the Application and the Proposed Development.
- E. The City, acting pursuant to its authority under Utah Code Annotated 10-9a-101 et seq., and its land use policies, ordinances and regulations has made certain determinations with respect to the Property, the Application and the Proposed Development, and in the exercise of its legislative discretion, has elected to approve this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The recitals are hereby incorporated as part of this Agreement.
2. **Direct and Tangible Benefits to City.**
 - a. **Development of Townhomes.** The Proposed Development will consist of 30 townhomes (30 attached dwelling units), to be located on the lots depicted on the concept plan attached hereto as Exhibit B.
 - b. **Density.** Developer will not exceed 16.30 dwelling units per acre as shown in the concept plan attached hereto as Exhibit B. The townhome product to be constructed in the Proposed Development (referenced in Section 2 above), is an appropriate use for the direct proximity of this development to the UTA Trax station immediately across the street. This density and design is an effective method to increase transit rideshare and decrease current and future congestion on Utah's roads.
3. **Design Standards**
 - a. **Minimum Lot Area.** To develop for the City and surrounding property owners an aesthetically pleasing neighborhood design and layout with the proposed housing product, the townhouse lots in the Proposed Development will be no less than approximately 1,034 square feet in size, with a rear ally garage access.
 - b. **Setback Standards.** To further ensure the City uniformity with surrounding development, pursuant to Chapter 9-10 of the Draper City Municipal Code, the rear, front and side yard setback standards under the RM-2 Zone are typically determined at the time of site plan approval. In an effort to address this issue at the outset of the City's review of the Proposed Development, the setbacks for the townhomes in the Proposed Development: front yard 5 feet; rear yard 2 feet; side yard 5 feet; and 15 feet to 700 East row. Setbacks to the West Property line shall be a minimum of 15.0'. Setbacks for the row on 11900 South shall be 15.0. The aforementioned set back standards are depicted on the concept plan attached hereto as Exhibit B. The project design provides for dedication of property to provide for expansion of 700 East.
 - c. **Building Height.** The townhomes as shown in the concept plan attached hereto as Exhibit B, shall be no more than 33 feet in height from finished grade to the center of the end gable.

- d. **Green Space and Public Trails.** To further ensure the uniformity with surrounding development, Developer will install and maintain the green space depicted on Exhibit B and representing approximately 0.56 acres which represents 30.4% of the overall property. The proposed landscaping plan is attached as Exhibit D.
- e. **Fencing.** Developer will provide fencing around the Proposed Development. Fencing will include 6 foot tall vinyl on South and West side; and a continuous 4 foot wrought iron style fence behind the sidewalk with brick columns at the entrance to each home on the North side. A six foot high composite fence shall be erected at the end of the roadway between lots 17 and 30 and between lots 16 and 1 as shown on the concept plan. At no time shall fencing interfere with the clear view triangle at intersections and driveways. Landscaping on the West property line shall include a landscape buffer as shown in Exhibit D.
- f. **CC&Rs.** In an effort to assure that this community is primarily an owner occupied neighborhood CC& R's will be created that provide restrictions that no more than 20% of the homes may be rented at any given time. Responsibility for enforcement of that provision will rest with the HOA Board of Directors.
- g. **Architectural Standards.** This site plan provides private heavily landscaped courtyards in the front of each home. Homes fronting 700 East and 11900 South will have front doors facing the street to provide a more attractive street scape. The well landscaped courtyards in front of each home provide a pleasant greenspace amenity encouraging people to socialize and interact between neighbors. The unique architectural design combines a variety of materials and textures, including substantial massing of brick along with stucco accents. All of this combines with a landscaping plan to create a warm and welcoming home environment. Owners do a great job in enhancing the paseo area by personalizing private patio areas in front of their own townhomes. The paseo areas are well connected throughout the development and increase walkability of the neighborhood. In addition, the balconies not only provide indoor/outdoor living spaces that enhance the home design and help create a sense of community but they also act as a crime deterrent having multiple "eyes" on the paseo and open space areas".
- (i) **Signs.** Where required by the fire code official, fire apparatus access roads shall be marked with permanent **NO PARKING-FIRE LANE** signs complying with Figure D103.6 Signs shall have a minimum dimension of 12 inches (305mm) wide by 18 inches (475mm) high and have red letters on a white reflective background. Signs shall be posted on one or both side of the fire apparatus road as required by Section D103.6.1 or D103.6.2.
- (ii) **Requested Deviations from City Code.** An internal network of sidewalks are provided throughout the community in front of every home. Cross walks are provide in appropriate locations where street crossings are required. We eliminated sidewalks on the west side of the main street to provide additional space for enhanced end unit architectural detailing.

- (iii) **Four-sided Architecture.** The City Code calls for four-sided architecture design. The rears of these homes provide access to an alley and garage and we believe that it is not appropriate to provide additional architectural detailing. The front and ends as shown on Exhibit C will have a variety of detailing materials and colors to provide the facades with significant interest. Anywhere that the Denton floor plan faces a street it will have a brick facade up to the top of the first floor grade.
- (iv) **The RM-2 Zone.** The RM-2 Zone calls for a density of 12 units to an acre. In this location because of the proximity to the trax station that density is not appropriate and we have designed this to a density of 16.3 units to an acre while still providing in excess of 30% open space.
4. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to otherwise comply with all applicable laws and requirements of the City necessary for the development of the Property.
5. **Vested Rights and Reserved Legislative Powers.**
- a. **Vested Rights.** Developer shall have the vested right to develop and construct the Project for the use and density of up to a maximum not to exceed 30 residential dwelling units in accordance with the Plan approved by the City and incorporated as part of this Agreement as Exhibit B, subject to compliance with the terms and conditions of the RM-2 Zone, this Agreement and the other applicable ordinances and regulations of the City.
- b. **Reserved Legislative Powers.** 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 of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Project shall be of general application to all development activity within the City; and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.
6. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

7. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the assignment, sale or transfer of the Property, or any portion thereof, by Developer.
8. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.
9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:
- Developer: Elgin Place LLC,
Attn: Michael M. Brodsky
308 East 4500 South Ste 200
Murray, Utah 84107
- City: Draper City
Attn: City Manager
1020 E. Pioneer Road
Draper, Utah 84020
10. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy or electronic transmission of any part of this Agreement, including the signature page, shall have the same force and effect as an original.
11. **Governing Law.** To the fullest extent possible, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to any conflicts of law issues.
12. **Entire Agreement.** This Agreement contains the entire understanding of the City and Developer and supersedes all prior understandings relating to the subject matter set forth herein and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

Developer:

ELGIN PLACE LLC,
a Utah limited liability company

By: _____
Hamlet Homes Corporation
Name: Michael M. Brodsky, Chairman
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ___ day of _____, 2015, personally appeared before me Michael M. Brodsky, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he is the Manager of Elgin Place LLC, a Utah limited liability company, and acknowledged to me that said Limited Liability Company executed the same.

Notary Public

City:

DRAPER CITY

By: _____
Troy K. Walker, Mayor

Attest and Countersign:

City Recorder

Dated: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of _____,
2015, by Troy K. Walker, Mayor.

Notary Public

EXHIBIT A

Legal Description

April 20, 2015
B. Yates

AS SURVEYED LEGAL DESCRIPTION

ELGIN PLACE

This legal describes Lot 7 and Lot 8, Block 34, and a portion of Lot 1 and Lot 2, Block 34, per that certain plat map titled Draperville, recorded in Book A, at Page 69, on file at the Salt Lake County, Utah Recorder's Office. This legal also describes a portion of 11900 South Street as shown and described in that certain Record of Survey performed by Robert J. Ellis, RLS, recorded as S91-10-0561, on file at the Salt Lake County Surveyor's Office. Known as Tax Parcel ID 28-29-103-001 and 28-29-103-002. Situate in the Northwest Quarter (NW 1/4) of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and described as follows:

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Thence continuing North 00°07'00" East 317.25 feet along said west line to a point; (said point being South 00°07'00" West 1001.27 feet from the Northwest Corner of said Section 29)(said point also being North 00°07'00" East 11.25 feet from the Northwest Corner of said Lot 7); thence departing said west line South 89°53'00" East 277.72 feet to the existing back of sidewalk; thence South 07°56'24" East 10.24 feet along said back of sidewalk; thence South 00°18'48" West 307.12 feet along said back of sidewalk; thence departing said back of sidewalk North 89°53'00" West 278.10 feet to the **Point of Beginning**.

The above-described portion contains 88,392 square feet or 2.03 acres.

BASIS OF BEARING

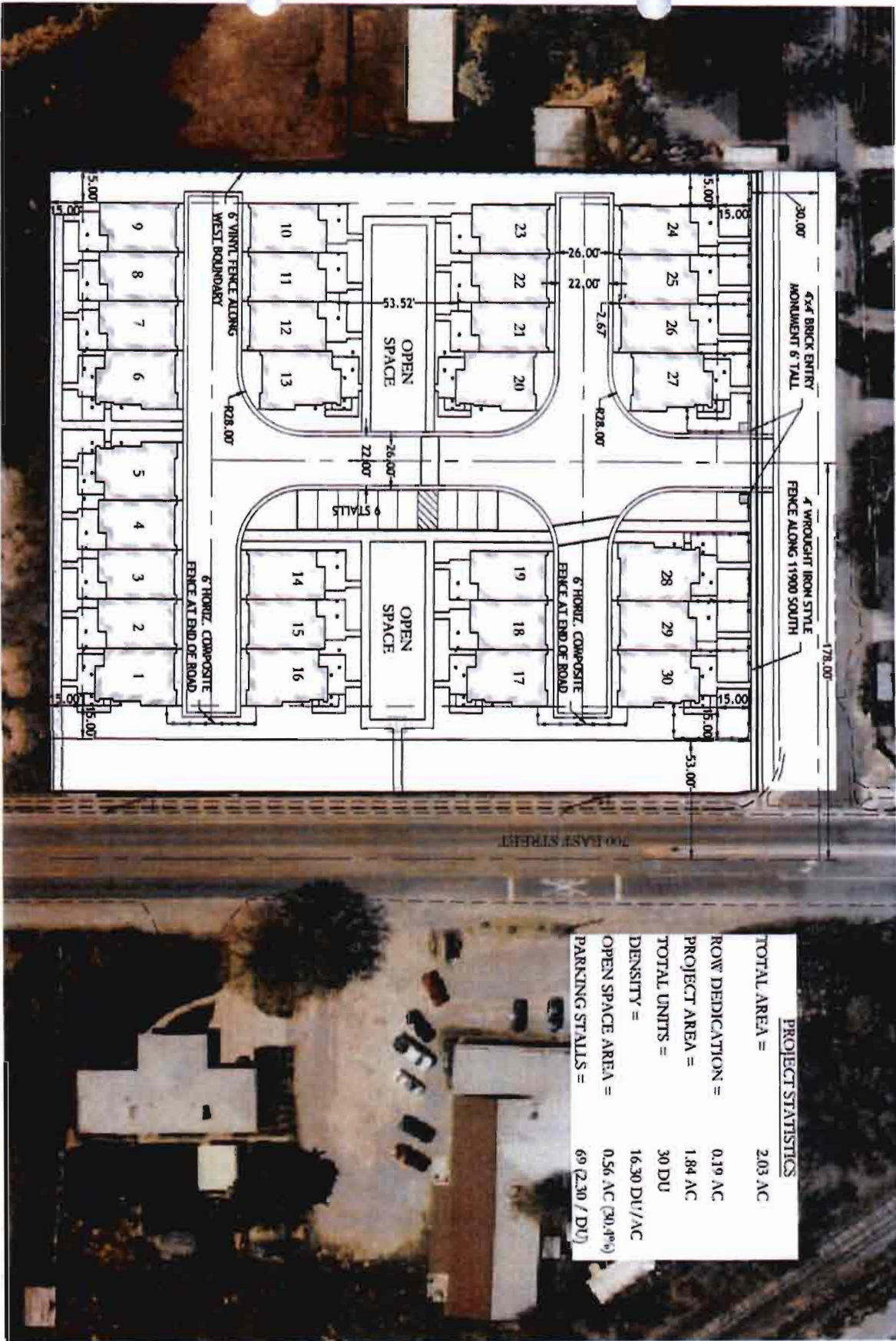
North 00°07'00" East, being the bearing of the west line of the Northwest Quarter (NW 1/4) of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

End of description.

Tyler Jenkins, PLS
Professional Land Surveyor
Utah License No. 4938730

EXHIBIT B

Concept Plan



HAMLET HOMES - Concept Plan

SCALE
1" = 40'



EXHIBIT C

Architectural Elevations



WALKER
HOME DESIGN
1111 1/2 S. 10th St.
Tulsa, Oklahoma 74106
www.walkerhomedesign.com

KEYNOTES

ALUMINU.
FASCIA

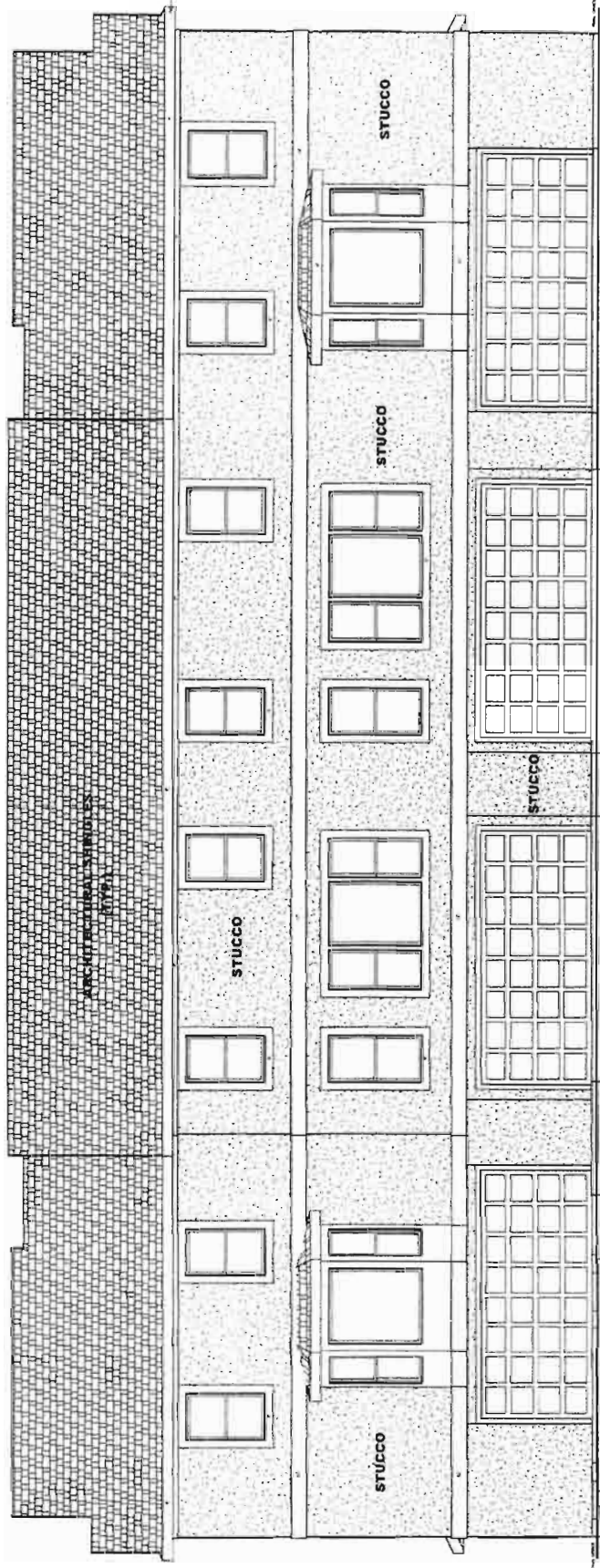
DESIGN LODGE
MARK LEVEL
TOTAL 1,884

HASTINGS COOLAGES
GROUND LEVEL 230
UPPER LEVEL 844
TOTAL 1,074

DESIGNED BY
Carrillo

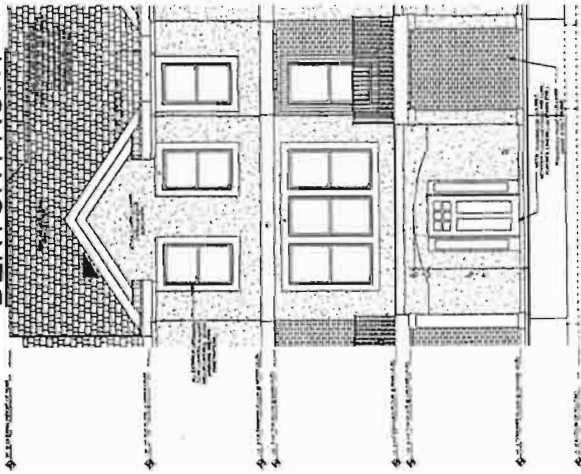
DESIGNED BY
HAMLET HOMES

DATE: 05/11/2015
SCALE: 1/8" = 1'-0"

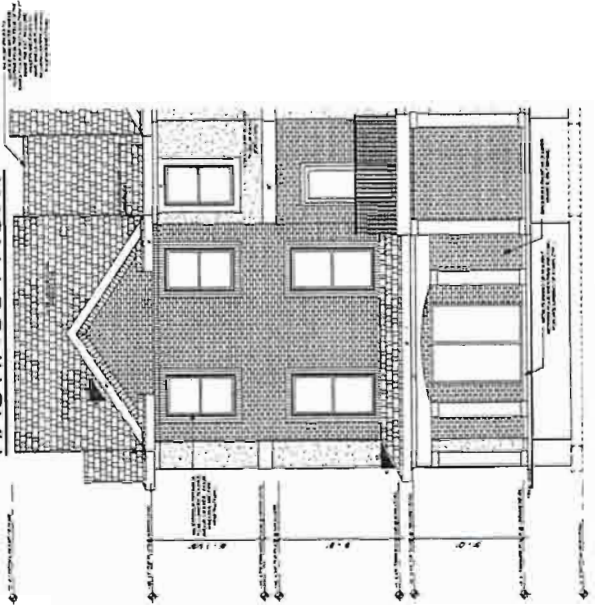


4 UNIT REAR ELEVATION

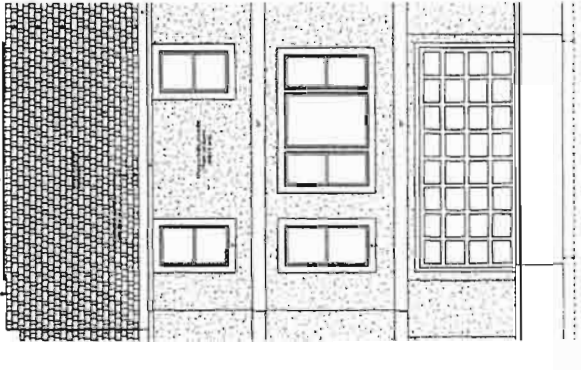
DENTON FRONT



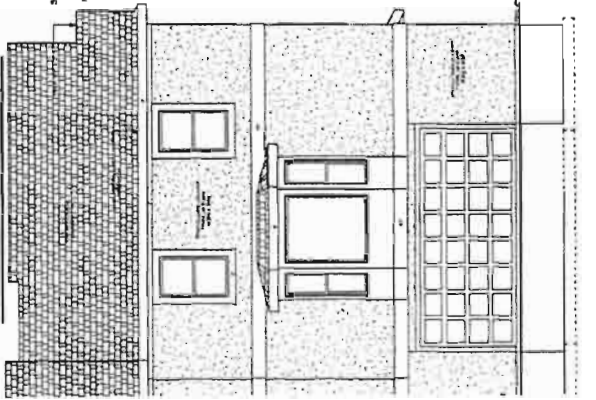
HASTINGS FRONT



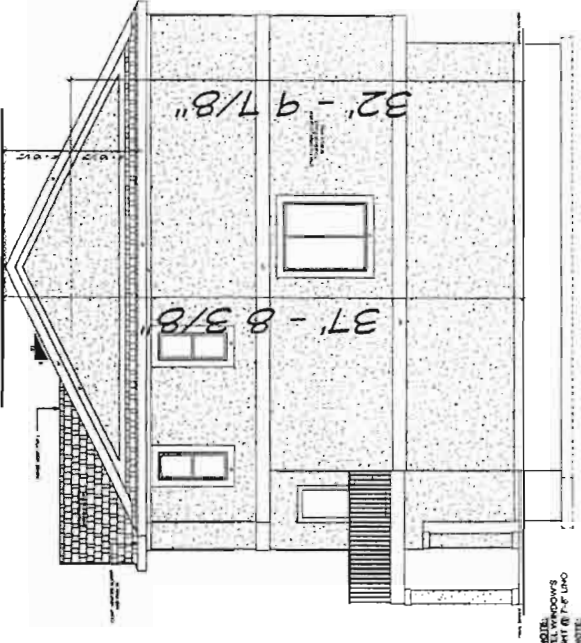
DENTON REAR



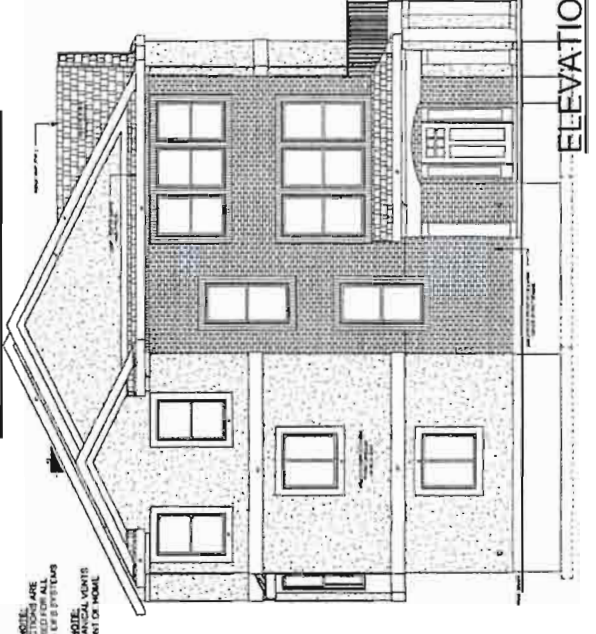
HASTINGS REAR



DENTON END UNIT



HASTINGS END UNIT



ELEVATIONS

W
WALKER
HOME DESIGN
 www.walkerhomedesign.com
KEYNOTES

DENTON FOOTINGS
 MAIN LEVEL: 314
 UPPER LEVEL: 343
 TOTAL: 1784

HASTINGS FOOTINGS
 MAIN LEVEL: 296
 UPPER LEVEL: 344
 TOTAL: 1784

Callisto
 Design Group
HAMLET HOMES
 1000
 MAY 2015

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

NOTE:
 MAIN FLOORING
 HEAD HEIGHT (8' 0" L.O.)
 ALL OTHER FLOORING
 SHALL BE 1/2" ABOVE
 FINISH FLOOR

NOTE:
 FINISH FLOOR
 REQUIRED FOR ALL
 STUCCO & EIFS SYSTEMS

NOTE:
 NO MECHANICAL VENTS
 ON FRONT OF MODEL

EXHIBIT D

Landscape Plan

Affidavit of Posting

SALT LAKE/UTAH COUNTY, STATE OF UTAH

I, the City Recorder of Draper City, by my signature below, certify that copies of **Ordinance No. 1159** for the **City of Draper**, which **Passed and Adopted by the City Council of Draper City, State of Utah on the 7th day of July, 2015**, was posted at the following places: Draper City Bulletin Board, Salt Lake County Library, Draper Crescent Senior Citizens Center, within the municipality.

Posted: July 9, 2015, through July 28, 2015

City Seal



Rachelle Conner, MMC
City Recorder
Draper City, State of Utah

