

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

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

For Recording Purposes Do
Not Write Above This Line

THE CITY OF WEST JORDAN, UTAH
ORDINANCE NO. 24-12

**AN ORDINANCE APPROVING
AN AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT
FOR JONES RANCH, CURRENTLY KNOWN AS “DRY CREEK HIGHLANDS”,
LOCATED AT APPROXIMATELY 9000 SOUTH 6400 WEST**

WHEREAS, the City of West Jordan, a municipality and political subdivision of the State of Utah (the “**City**”), and Ivory Development, LLC, a Utah limited liability company or its successors and assigns (the “**Master Developer**”) are parties to that certain Development Agreement, with an effective date of November 4, 2020, as amended (collectively, the “**Development Agreement**”) regarding, among other items, the obligations of the Parties with respect to the installation of required infrastructure improvements in the Jones Ranch Development, located at approximately 9000 South 6400 West, and presently known as Dry Creek Development, as described in the legal description attached to the Development Agreement (“**Development**”); and

WHEREAS, the City and the Master Developer desire to amend the Development Agreement, with regards to a provision involving the timing of the construction of certain major amenities of the Development (“**Amendment to MDA**”); and

WHEREAS, on August 6, 2024, 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 the Amendment to MDA, among other things; and

WHEREAS, a public hearing was held before the City Council on August 27, 2024, and additional public meetings were held on October 23, 2024 and December 18, 2024, concerning the Amendment to MDA; 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 approve the Amendment to MDA.

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

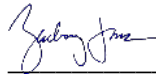
Section 1. Approval and Applicability. The Amendment to MDA (for Dry Ranch Highlands), attached collectively as Attachment 1, is approved. Therefore, the Property shall hereafter be subject to the Amendment to MDA.

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 18TH DAY OF DECEMBER 2024.

CITY OF WEST JORDAN

By: 
Zach Jacob
Council Chair

ATTEST:



Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

	"YES"	"NO"
Council Chair Zach Jacob	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Vice-Chair Chad Lamb	~ absent ~	
Council Member Bob Bedore	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Pamela Bloom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kent Shelton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kayleen Whitelock	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON DECEMBER 19, 2024.

Mayor's Action: Approve Veto

By: 
Mayor Dirk Burton

Dec 19, 2024
Date

ATTEST:


Tangee Sloan, CMC
City Recorder

STATEMENT OF APPROVAL/PASSAGE (check one)

The Mayor approved and signed Ordinance No. 24-12.

The Mayor vetoed Ordinance No. 24-12 on _____ and the City Council timely overrode the veto of the Mayor by a vote of _____ to _____.

Ordinance No. 24-12 became effective by operation of law without the Mayor's approval or disapproval.


Tangee Sloan, CMC
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 23 day of December 2024. 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, CMC
City Recorder

(Attachment on the following page)

**Attachment 1 to
ORDINANCE NO. 24-12**

**AN ORDINANCE APPROVING
AN AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT
FOR JONES RANCH, CURRENTLY KNOWN AS “DRY CREEK HIGHLANDS”,
LOCATED AT APPROXIMATELY 9000 SOUTH 6400 WEST**

**The Amendment to the Master Development Agreement,
For Jones Ranch, Currently Known as “Dry Creek Highlands”
(See the attached pages.)**

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

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

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**AMENDMENT TO MASTER DEVELOPMENT AGREEMENT
FOR JONES RANCH,
CURRENTLY KNOWN AS “DRY CREEK HIGHLANDS”**

This Amendment to Master Development Agreement (“**MDA Amendment**” or “**Amendment**”) is entered into effective the date it is signed by the City’s Mayor (“**Amendment Effective Date**”) by and among the City of West Jordan, a municipality and political subdivision of the State of Utah (the “**City**”), and Ivory Development, LLC, a Utah limited liability company or its successors and assigns (the “**Master Developer**”). The City and the Master Developer may from time to time be collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the City and the Master Developer are parties to that certain Development Agreement, with an effective date of November 4, 2020, as amended (collectively, the “**Development Agreement**” or “**MDA**”) regarding, among other items, the obligations of the Parties with respect to the installation of required infrastructure improvements in the Jones Ranch Development, located at approximately 8800 South U-111, and presently known as Dry Creek Development, as described in the legal description attached hereto as Exhibit “A” (“**Development**”); and

WHEREAS, the Development Agreement has an attached Master Development Plan (“**MDP**”), which is included by reference into and is a part of the Development Agreement; and

WHEREAS, the City and the Master Developer desire to amend the Development Agreement with regards to a provision involving the timing of the construction of certain major amenities of the Development; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Master Developer agree as follows:

OPERATIVE PROVISIONS

1. **MDA Amendment Provision Regarding Timing of Construction of Certain Amenities.** The following provision on page 9, in Section 2.1.3 of the recorded MDA, is hereby deleted in its entirety and the next following provision is substituted in lieu thereof:

Existing Provision being Deleted:

“Master Developer shall construct [and] substantially complete the construction of a private pool amenity by the time of issuance of the 200th certificate of occupancy and a clubhouse amenity by the time of the issuance of the 400th certificate of occupancy; otherwise, no further Village plans may be submitted by Master Developer to the City for approval.”

New Provision Substituted in its Place:

“In order to allow time for the construction of the roadway and utility infrastructure that is needed to develop the Club Ivory site and in order to allow for the timely construction of certain amenities, prior to the issuance of the 301st building certificate, the plans for the pool and clubhouse amenity need to be reviewed and approved by the City and a pre-construction meeting shall be conducted. The construction of the clubhouse and pool amenity shall be substantially completed within 18 months of the preconstruction meeting date. Construction of the pool and clubhouse amenity is anticipated to be complete in October of 2027.”

2. **MDP Amendment Provision Regarding Timing of Construction of Certain Amenities.** Likewise, the following provision on page 68 of the recorded MDA, which is an Open Space Exhibit in the MDP, is hereby deleted in its entirety and the next following provision is substituted in lieu thereof:

Existing Provision being Deleted:

“3. The developer shall construct the pool amenity within the Club Ivory Amenity upon the completion of the 200th certificate of occupancy. The developer shall construct the clubhouse amenity within the Club Ivory Amenity upon the completion of the 400th certificate of occupancy. The clubhouse building will be 5,000 ft².”

New Provision Substituted in its Place:

“3. Prior to the issuance of the 301st building certificate, the plans for the pool and clubhouse amenity within the Club Ivory Amenity shall be reviewed and approved by the City and a pre-construction meeting shall be conducted. The clubhouse building will be a minimum of 5,000 ft². The construction of the clubhouse and pool amenity shall be substantially completed within 18 months of the preconstruction meeting date. Construction of the pool and clubhouse amenity is anticipated to be complete in October of 2027.”

3. **Amendment.** In the event of any inconsistency between the provisions of this Amendment and the provisions of the Development Agreement, the provisions of this Amendment shall control. The Development Agreement continues in full force and effect as amended by this Amendment.

4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on this Amendment. The Parties hereto intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the use of an electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon the request made by either party to

the other.

CITY OF WEST JORDAN,
a municipality and political subdivision of the State of Utah

By: 
Dirk Burton, Mayor

ATTEST:

 
Tangee Sloan, City Recorder

IVORY DEVELOPMENT, LLC,
a Utah limited liability company

By (Signature): 

Printed Name: Ross Dinsdale, Project Manager

Date: 12/05/24

EXHIBIT "A"

Legal Description of the Development

WEST COMPOSITE SURVEY DESCRIPTION

A portion of the South Half of Section 33 and SW 1/4 of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian and the NW 1/4 of Section 3 and NW 1/4 & NE 1/4 of Section 4, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of State Route 111 (Bacchus Highway), as determined by survey, as it intersects the extension of the north line of that Real Property as described by Warranty Deed recorded as Entry No. 10033659 in Book 9435 at Page 3799 of the Official Records of Salt Lake County, located S89° 51' 40"E along the Section line 1, 103.50 feet from the Northwest Corner of Section 3, T3S, R2W, SLB&M (Basis of Bearing: N0°08' 45"E along the Section line between the West 1/4 Corner and the Northwest Corner of Section 3, T3S, R2W, SLB&M); thence to and along said deed the following three (3) courses: (1) N89° 51' 40"W 311.48 feet; thence (2) 800° 08' 19"W 372.33 feet; thence (3) S89° 51' 40"E 259.75 feet to said westerly right-of-way line; thence S08° 02' 55"W along said westerly right-of-way line 2, 288.00 feet to a point on the 1/4 Section line; thence N89° 46' 19"W along the 1/4 Section line 737.23 feet to the West 1/4 Corner of said Section 3; thence N89° 53' 19"W along the 1/4 Section line 3, 514.39 feet to the Southeast corner of that Real Property as described by Warranty Deed recorded as Entry No. 3699312 in Book 5401 at Page 334 of the Official Records of Salt Lake County; thence N00° 12' 47"E along said deed 2, 640.08 feet to a point on the Section line; thence S89° 50' 28" E along the Section line 652.90 feet; thence N03° 19' 35"W 1,306.55 feet to the east line of the Kennecott right-of-way as it intersects the 1/16th Section (40 acre) line and an Ensign Engineering & Land Surveying rebar & cap; thence S89° 30' 47" E along the 1/16th Section (40 acre) line 242.37 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 33, T2S, R2W, SLB&M; thence S89° 30' 55"E along the 1/16th Section (40 acre) line 2, 668.94 feet to the Section line; thence S01° 01' 24" E along the Section line 412.80 feet to the Southwest corner of that Real Property as described by Warranty Deed recorded as Entry No. 12444178 in Book 10515 at Page 9772 of the Official Records of Salt Lake County; thence S80° 45' 14"E along said deed 1, 231.20 feet to said westerly right-of-way line; thence S08° 02' 55"W along said westerly right-of-way line 686.27 feet to the point of beginning.

Contains: 372.67 acres+/-

EAST COMPOSITE SURVEY DESCRIPTION

A portion of the NW 1/4 & NE 1/4 of Section 3, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of State Route 111 (Bacchus Highway), as determined by survey, located S89° 51' 40"E along the Section line 1, 229.70 feet from the Northwest Corner of Section 3, T3S, R2W, SLB&M (Basis of Bearing: N0°08' 45"E along the Section line between the West 1/4 Corner and the Northwest Corner of Section 3, T3S, R2W, SLB&M); thence S89° 51' 40"E along the Section line 1, 416.09 feet to the North 1/4 Corner of said Section 3; thence S89° 51' 20"E along the Section line 2, 524.93 feet to the northwest corner

of that Real Property as described by Final Order of Condemnation and Judgement of Just Compensation recorded as Entry No. 10059359 in Book 9446 at Page 8356 of the Official Records of Salt Lake County; thence along said final order the following five (5) courses: (1) S00° 08' 33"W 44.94 feet; thence (2) southeasterly along the arc of a non-tangent curve to the right having a radius of 50.00 feet (radius bears: S00°08' 25"W) a distance of 77.90 feet through a central angle of 89° 16' 19" Chord: S45° 13' 25" E 70.26 feet; thence (3) S00° 35' 22"E 465.98 feet; thence (4) along the arc of a curve to the left with a radius of 5,045.00 feet a distance of 279.37 feet through a central angle of 03° 10' 22" Chord: S02° 10' 33"E 279.33 feet to a point of reverse curvature; thence (5) along the arc of a curve to the right having a radius of 4,955.00 feet a distance of 201.23 feet through a central angle of 02° 19' 37" Chord: S02° 35' 56"E 201.21 feet to the northeast corner of that Real Property as described by Special Warranty Deed recorded as Entry No. 12424987 in Book 10506 at Page 4907 of the Official Records of Salt Lake County; thence along said deed the following two (2) courses: (1) N89° 46' 19"W 950.17 feet; thence (2) S00° 08' 20"W 1,605.00 feet to a point on the 1/4 Section line; thence N89°46' 19"W along the 1/4 Section line 3,434.28 feet to said easterly right-of-way line; thence N08° 02' 55"E along said easterly right-of-way line 2,664.10 feet to the point of beginning.

Contains: 219.32 acres+/-







Ordinance No. 24-12 Dry Creek Highlands Amendment to MDA

Final Audit Report

2024-12-23


Created:	2024-12-19
By:	Cindy Quick (Cindy.quick@westjordan.utah.gov)
Status:	Signed
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"Ordinance No. 24-12 Dry Creek Highlands Amendment to MDA" History


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-  Email viewed by zach.jacob@westjordan.utah.gov
2024-12-19 - 11:47:07 PM GMT
-  Signer zach.jacob@westjordan.utah.gov entered name at signing as Zach Jacob
2024-12-19 - 11:48:48 PM GMT
-  Document e-signed by Zach Jacob (zach.jacob@westjordan.utah.gov)
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Signature Date: 2024-12-23 - 5:37:18 PM GMT - Time Source: server

 Agreement completed.

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