

SALT LAKE CITY ORDINANCE

No. _____ of 2024

(An ordinance amending the zoning of property located at approximately 754 S State Street from D-2 Downtown Support District to D-1 Central Business District)

An ordinance amending the zoning map pertaining to property located at approximately 754 S State Street from D-2 Downtown Support District to D-1 Central Business District pursuant to Petition No. PLNPCM2022-01109.

WHEREAS, the Salt Lake City Planning Commission (“Planning Commission”) held a public hearing on March 22, 2023 to consider a petition by Tyler Buswell, counsel for the property owner, to rezone ten parcels located at 754 S State Street (Tax ID Nos. 16-07-103-017-0000, 16-07-103-001-0000, 16-07-103-002-0000, 16-07-103-003-0000, 16-07-103-004-0000, 16-07-103-008-0000, 16-07-103-009-0000, 16-07-103-010-0000, 16-07-103-011-0000, 16-07-103-023-0000) (collectively, “Property”) from D-2 Downtown Support District to D-1 Central Business District pursuant to Petition No. PLNPCM2022-01109; and

WHEREAS, at its March 22, 2023 meeting, the Planning Commission voted in favor of transmitting a positive recommendation to the Salt Lake City Council (“City Council”) on said petition; and

WHEREAS, at its September 25, 2024 meeting, the Planning Commission voted in favor of transmitted a positive recommendation to the City Council on the accompanying development agreement for the Property.

WHEREAS, after a public hearing on this matter the City Council has determined that adopting this ordinance is in the city’s best interests.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. Amending the Zoning Map. The Salt Lake City zoning map, as adopted by the *Salt Lake City Code*, relating to the fixing of boundaries and zoning districts, shall be and hereby is amended to reflect that the property identified on Exhibit “A” hereto shall be and hereby is rezoned from D-2 Downtown Support District to D-1 Central Business District.

SECTION 2. Condition. The zoning map amendment set forth herein is conditioned upon the owner(s) of the Property entering into the form of development agreement attached hereto as Exhibit “B”.

SECTION 3. Effective Date. This ordinance shall become effective on the date of its first publication. The Salt Lake City Recorder is instructed to not publish this ordinance until the condition set forth in Section 2 is satisfied as certified by the Salt Lake City Planning Director or his designee.

SECTION 4. Time. If the condition set forth in Section 2 has not been met within one year after adoption of this ordinance, then this ordinance shall become null and void. The City Council may, for good cause shown, extend the time period for satisfying the above condition by resolution.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2024.

CHAIRPERSON

ATTEST AND COUNTERSIGN:

CITY RECORDER

Transmitted to Mayor on _____.

Mayor’s Action: _____ Approved. _____ Vetoed.

MAYOR

CITY RECORDER
(SEAL)

Bill No. _____ of 2024.
Published: _____.

Ordinance rezoning 754 S State Street to D-1v3

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date: October 1, 2024

By: Katherine Pasker
Katherine D. Pasker, *Senior City Attorney*

EXHIBIT “A”

Legal Description and Map of Property Subject to Zoning Map Amendment:

Parcel Tax ID Nos.

16-07-103-017
16-07-103-001
16-07-103-002
16-07-103-003
16-07-103-004
16-07-103-008
16-07-103-009
16-07-103-010
16-07-103-011
16-07-103-022

PARCEL 16-07-103-001-0000:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE EAST 160 FEET; THENCE SOUTH 179 FEET; THENCE WEST 160 FEET; THENCE NORTH 179 FEET TO THE PLACE OF BEGINNING.

PARCEL 16-07-103-004-0000:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE WEST 62.5 FEET; THENCE SOUTH 165 FEET; THENCE EAST 62.5 FEET; THENCE NORTH 165 FEET TO THE PLACE OF BEGINNING.

PARCEL 16-07-103-008-0000:

PART OF LOTS 6 AND 7, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY, AND COMMENCING 206.25 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 6, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY; THENCE WEST 82.5 FEET; THENCE SOUTH 41.25 FEET; THENCE EAST 105 FEET; THENCE NORTH 41.25 FEET; THENCE WEST 22.5 FEET TO THE PLACE OF BEGINNING.

PARCEL 16-07-103-009-0000:

COMMENCING AT A POINT 165 FEET SOUTH AND 44 FEET EAST OF THE NORTHWEST CORNER OF LOT 8, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 57.75 FEET; THENCE WEST 27.5 FEET; THENCE SOUTH 27.5 FEET; THENCE WEST 109 FEET; THENCE NORTH 85.25 FEET; THENCE EAST 136.5 FEET TO THE PLACE OF BEGINNING.

PARCELS 16-07-103-017-0000, 16-07-103-010-0000, and 16-07-103-011-0000:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 49.5 FEET; THENCE WEST 165 FEET; THENCE NORTH 49.5 FEET; THENCE WEST 92.5 FEET; THENCE NORTH 79.75 FEET; THENCE EAST 109 FEET; THENCE NORTH 27.5 FEET; THENCE EAST 148.5 FEET; THENCE SOUTH 107.25 FEET TO THE PLACE OF BEGINNING.

PARCEL 16-07-103-002-0000:

BEGINNING AT A POINT 160 FEET EAST OF THE NORTHWEST CORNER OF LOT 5, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 87.5 FEET; THENCE SOUTH 179 FEET; THENCE WEST 87.5 FEET; THENCE NORTH 179 FEET TO THE PLACE OF BEGINNING.

ALSO: BEGINNING AT A POINT 4 FEET WEST OF THE NORTHEAST CORNER OF LOT 6, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 78.5 FEET; THENCE SOUTH 165 FEET; THENCE EAST 78.5 FEET; THENCE NORTH 165 FEET TO THE PLACE OF BEGINNING.

ALSO: BEGINNING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 37.5 FEET; THENCE SOUTH 148.5 FEET; THENCE SOUTHWESTERLY 22.4 FEET TO A POINT 165 FEET SOUTH AND 22.5 FEET EAST OF THE NORTHWEST CORNER OF LOT 7; THENCE WEST 26.5 FEET; THENCE NORTH 165 FEET; THENCE EAST 4 FEET TO THE PLACE OF BEGINNING.

PARCEL 16-07-103-003-0000:

BEGINNING 57.5 FEET EAST OF THE NORTHWEST CORNER OF LOT 7, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 45 FEET; THENCE SOUTH 165 FEET; THENCE WEST 30 FEET; THENCE NORTHWEST 22.4 FEET, MORE OR LESS, TO A POINT 148.5 FEET SOUTH FROM THE POINT OF BEGINNING; THENCE NORTH 148.5 FEET TO THE PLACE OF BEGINNING.

PARCEL 16-07-103-022-0000:

TRACT 1: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 17 RODS; THENCE WEST 10 RODS; THENCE NORTH 3 RODS; THENCE WEST 142.5 FEET; THENCE NORTH 5 RODS; THENCE WEST 105 FEET; THENCE NORTH 68.5 FEET; THENCE WEST 15 RODS; THENCE SOUTH 239 FEET; THENCE EAST 10 RODS; THENCE SOUTH 21 FEET; THENCE WEST 10 RODS; THENCE SOUTH 221 FEET; THENCE EAST 660 FEET TO THE PLACE OF BEGINNING.

TRACT 2: BEGINNING 165 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE EAST 22.5 FEET; THENCE SOUTH 41.25 FEET; THENCE WEST 105 FEET; THENCE NORTH 41.25 FEET; THENCE EAST 82.5 FEET TO THE BEGINNING.

TRACT 3: BEGINNING AT A POINT 88 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 16, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 21 FEET; THENCE EAST 165 FEET; THENCE NORTH 21 FEET; THENCE WEST 165 FEET TO THE POINT OF BEGINNING.

PARCEL (S. Major St.):

PARCELS 3, 4, 5, 6, 7 AND 8 DESCRIBED ABOVE ARE TOGETHER WITH THE FOLLOWING:

A RIGHT OF WAY IN COMMON WITH OTHERS: COMMENCING 37.5 FEET EAST FROM THE NORTHWEST CORNER OF LOT 7, BLOCK 16, PLAT "A", SALT LAKE CITY

SURVEY AND RUNNING THENCE SOUTH 148.5 FEET; THENCE SOUTHWEST 22.5 FEET, MORE OR LESS, TO A POINT 142.5 FEET WEST AND 165 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 165 FEET; THENCE EAST 50 FEET; THENCE NORTH 165 FEET; THENCE NORTHWEST 22.5 FEET, MORE OR LESS, TO A POINT 107.5 FEET WEST AND 11 RODS NORTH FROM THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 148.5 FEET; THENCE WEST 20 FEET TO THE PLACE OF BEGINNING.

EXHIBIT “B”

WHEN RECORDED, RETURN TO:

Salt Lake City Corporation
Attn: Planning Director
451 S. State Street, Suite 406
Salt Lake City, Utah 84111

Tax Parcel Nos. 16071030020000, 16071030010000, 16071030230000, 16071030080000,
16071030170000, 16071030110000, 16071030100000, 16071030090000, 16071030040000,
16071030030000

DEVELOPMENT AND USE AGREEMENT

THIS DEVELOPMENT AND USE AGREEMENT (the “**Agreement**”) is made and entered into by and between **SALT LAKE CITY CORPORATION**, a political subdivision of the State of Utah (“**City**”) and **IHC HEALTH SERVICES, INC.**, a Utah corporation (“**Developer**”). City and Developer may be referred to herein collectively as “**Parties**.”

RECITALS

A. Developer is the owner of approximately 9 acres of land located at approximately 754 South State Street in Salt Lake City (the “**Property**”), which land is more particularly described on the attached Exhibit “A”.

B. Developer submitted a petition to amend the zoning map with respect to a portion of the Property to change the zoning from D-2 Downtown Support District to D-1 Central Business District, as well as a text amendment to allow for certain hospital uses in the D-1 Central Business District (Petition No. PLNPCM2022-01109).

C. The Salt Lake City Planning Commission (“**Planning Commission**”) made a positive recommendation to the Salt Lake City Council (“**City Council**”) on Developer’s petition at its March 22, 2023 meeting.

D. At its September 25, 2024, meeting the Planning Commission made a positive recommendation concerning the terms of this Agreement.

E. On _____, 2024, the City Council voted to approve Developer’s petition subject to Developer entering into this Agreement.

F. City, acting pursuant to its authority under the Municipal Land Use, Development, and Management Act, Utah Code §§ 10-9a-101, *et seq.*, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Salt Lake

City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance on the foregoing recitals, City and Developer agree as follows:

1. **Incorporations of Recitals.** The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **Obligations of the Parties.**

a. So long as the Property is used as a hospital and its accessory uses:

i. As calculated pursuant to *Salt Lake City Code* Section 21A.37.050, the active ground floor uses of the buildings on the Property shall total not less than 79% along State Street, 70% along Main Street, 60% along 800 South, and 50% along 700 South. The active ground floor uses may include: gift shop, other retail goods and services, café, salon, art therapy space, daycare, food truck courtyard, open courtyard/walkways, reception/lobby, restaurant, pharmacy, and other similar uses as determined by the Planning Director, all of which count toward the percentages required in this paragraph.

ii. Developer shall provide a minimum one acre of landscaped open space generally located in the middle of the block (bordered by State Street, 800 S, Main Street, and 700 S) with midblock walkways providing access to at least three of the adjoining public streets. Within the open space a minimum of 33% of the area shall be covered by vegetation. Additionally, no less than 33% of the open space shall be shaded by trees at maturation.

iii. Developer shall provide 150 linear feet of space along State Street for an activated food truck/outdoor activity area that is open year-round. This activity area shall include seating, tables, shade, and perimeter landscaping that complies with the standards set forth in *Salt Lake City Code* Section 21A.48.070. The food truck area will be equipped with sufficient power such that generators shall not be used or needed. Patrons to the food truck/outdoor activity area shall be provided with access to restrooms on the Property during the operating hours of the food truck/outdoor activity area.

iv. The parties acknowledge and agree that a hospital is not subject to the maximum building façade length set forth in *Salt Lake City Code* Chapter 21A.37.

v. Driveways no wider than 100 feet may be installed along the 700 South and 800 South. Such driveways may not exceed more than 1 per block face.

vi. A sidewalk that is a minimum of 8 feet wide shall run parallel to the driveway providing primary vehicle access to the emergency room in order to afford pedestrian access to the interior of the block.

vii. Developer shall install transparent glass for certain active ground floor uses such as a gift shop, other retail goods and services, café, salon, restaurant, and other similar uses that abut the public right of way.

b. In the event that the Property is not used as a hospital and its accessory uses the Property shall comply with all of the City's regulations pertaining to the D1 zoning district.

c. Developer shall provide public pedestrian access midblock walkways along the routes approximately in the locations shown on Exhibit B on a form approved by the City and recorded with the Salt Lake County Recorder.

d. All of the active ground floor uses on the Property shall have direct access to the sidewalk or midblock walkways through doors that are open during business hours.

e. Developer shall record this Agreement against the Property by filing this Agreement with the Salt Lake County Recorder.

3. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

4. **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

5. **Construction/Interpretation.** This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Terms that are undefined in this Agreement shall be interpreted using the definitions provided in Chapter 21A.62 of the Salt Lake City Code, or its successor.

6. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

7. **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Developer shall record this Agreement against the Property with the Salt Lake County Recorder.

8. **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

9. **Remedies.** Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

10. **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

11. **Covenant of Good Faith and Fair Dealing.** Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

12. **No Third-Party Beneficiaries.** This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

13. **Entire Agreement, Counterparts and Exhibit.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer.

14. **Term and Termination.** This Agreement includes covenants, conditions, and restrictions regarding the development and use of Developer's Property, which shall run with the land in perpetuity. The covenants, conditions, and restrictions may only be modified or terminated with the express authorization of the Salt Lake City Council.

16. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Developer represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly

influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

17. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Developer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Developer. Any materials for which Developer claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Developer's claim of business confidentiality. City will make reasonable efforts to notify Developer of any requests made for disclosure of documents submitted under a claim of business confidentiality. Developer may, at Developer's sole expense, take any appropriate actions to prevent disclosure of such material. Developer specifically waives any claims against City related to disclosure of any materials required by GRAMA.

[Signature Page to Follow]

EFFECTIVE as of the ____ day of _____, 2024.

CITY:

ATTEST AND COUNTERSIGN:

SALT LAKE CITY CORPORATION, a
municipal corporation of the State of Utah

By: _____

Salt Lake City Recorder

By: _____

Mayor Erin Mendenhall

STATE OF UTAH

COUNTY OF SALT LAKE

On this ____ day of _____, 2024, personally appeared before me Erin Mendenhall, who being by me duly sworn did say for herself, that she is the Mayor of SALT LAKE CITY CORPORATION, a Utah municipal corporation that executed the foregoing instrument, and the said Mayor duly acknowledged to me that said corporation executed the same.

Notary Public

Approved as to form:

City Attorney's Office

Date: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

DEVELOPER:

By: _____

Its: _____

By: _____

Its: _____

STATE OF UTAH)
 : ss.
County of _____)

On _____, personally appeared before me, _____, who
being by me duly sworn, did say that he executed the foregoing instrument as the
_____ of _____, a _____, and said
person acknowledged to me that said _____ executed the same.

NOTARY PUBLIC, residing in

_____ County, Utah

EXHIBIT “A”

Legal description of Developer’s Property

[to be inserted]

EXHIBIT “B”

Midblock Walkway Locations

