

**CITY OF SOUTH JORDAN**  
**PLANNING COMMISSION MEETING AGENDA**  
**CITY COUNCIL CHAMBERS**  
**TUESDAY, APRIL 25, 2023 at 6:30 PM**



Notice is hereby given that the South Jordan City Planning Commission will hold a Planning Commission Meeting on Tuesday, April 25, 2023, in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah with an electronic option via Zoom phone and video conferencing. Persons with disabilities who may need assistance should contact the City Recorder at least 24 hours prior to this meeting.

In addition to in-person attendance, individuals may join via phone or video, using Zoom. Note, attendees joining virtually may make public comments through video conferencing, and participant must have their video on and working to speak. Attendees who wish to present photos or documents to the Planning Commission must attend in person. Those who join via phone may listen, but not comment.

In the event the electronic portion of the meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the meeting and, if needed, end virtual access to the meeting. Reasons for removing an individual or ending virtual access to the meeting include but are not limited to the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements, or actions, and other any action deemed inappropriate.

Ability to participate virtually is dependent on an individual's internet connection. To ensure comments are received regardless of technical issues, please have them submitted in writing to City Planner, Greg Schindler, at [gschindler@sjc.utah.gov](mailto:gschindler@sjc.utah.gov) by 3:00 p.m. on the day of the meeting.

Instructions on how to join the meeting virtually are below.

**Join South Jordan Planning Commission Electronic Meeting April 25, 2023 at 6:30 p.m.**

- Join on any device that has internet capability.
- Zoom link, Meeting ID and Meeting Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted <https://www.sjc.utah.gov/254/Planning-Commission>

THE MEETING WILL BEGIN AT 6:30 P.M. AND THE AGENDA IS AS FOLLOWS:

- A. **WELCOME AND ROLL CALL – Commission Chair Michele Hollist**
- B. **MOTION TO APPROVE AGENDA**
- C. **APPROVAL OF THE MINUTES**
  - [C.1.](#) April 11, 2023 Planning Commission Meeting Minutes
- D. **STAFF BUSINESS**
- E. **COMMENTS FROM PLANNING COMMISSION MEMBERS**
- F. **SUMMARY ACTION**
- G. **ACTION**

**H. ADMINISTRATIVE PUBLIC HEARINGS**

**H.1. SOJO 2700 SUBDIVISION, PRELIMINARY SUBDIVISION PLAT**

Address: 10216 S. 2700 W.

File No: PLPP202200204

Applicant: Dan Scarlet

**H.2. RISE SUBDIVISION PRELIMINARY SUBDIVISION PLAT**

Address: 10657 S. 1055 W.

File No: PLPP202200218

Applicant: Andy Welch, DAI Utah

**I. LEGISLATIVE PUBLIC HEARINGS**

**I.1. Text Amendment—City Code § 17.130.050: Planned Development Floating Zone**

**J. OTHER BUSINESS**

**ADJOURNMENT**

**CERTIFICATE OF POSTING**

STATE OF UTAH )

: §

COUNTY OF SALT LAKE )

I, Cindy Valdez, certify that I am the duly appointed City Deputy Recorder of South Jordan City, State of Utah, and that the foregoing Planning Commission Agenda was faxed or emailed to the media at least 24 hours prior to such meeting, specifically the Deseret News, Salt Lake Tribune and the South Valley Journal. The Agenda was also posted at City Hall, on the City's website [www.sjc.utah.gov](http://www.sjc.utah.gov) and on the Utah Public Notice Website [www.pmn.utah.gov](http://www.pmn.utah.gov).

Dated this 21st day of April, 2023.

Cindy Valdez

South Jordan City Deputy Recorder

**CITY OF SOUTH JORDAN  
ELECTRONIC  
PLANNING COMMISSION MEETING  
COUNCIL CHAMBERS  
April 11, 2023**

Present: Commissioner Michele Hollist, Commissioner Nathan Gedge, Commissioner Steven Catmull, Commissioner Trevor Darby, Commissioner Aaron Starks, Commissioner Laurel Bevans, Planner David Mann, Assistant City Attorney Greg Simonsen, City Planner Greg Schindler, City Recorder Anna Crookston, Senior IS Tech Phill Brown, GIS Coordinator Matt Jarman, Meeting Transcriptionist Diana Baun, Planning Permit Technician Jake Linck

Others:

Absent:

6:32 P.M.

**REGULAR MEETING**

**A. WELCOME AND ROLL CALL – Chair Michele Hollist**

Commissioner Michele Hollist welcomed everyone to the Electronic Planning Commission Meeting.

**B. MOTION TO APPROVE AGENDA**

Commissioner Gedge motioned to approve tonight's agenda as published. Chair Hollist seconded the motion; vote was unanimous in favor.

**C. APPROVAL OF THE MINUTES**

**C.1. March 28, 2023 Planning Commission Meeting Minutes**

Commissioner Bevans motioned to approve the March 28, 2023 Planning Commission Meeting Minutes as published. Chair Hollist seconded the motion; vote was unanimous in favor.

**D. STAFF BUSINESS**

City Planner Greg Schindler introduced the city's new Planning Permit Technician, Jake Linck, and noted that he will be presenting tonight.

**E. COMMENTS FROM PLANNING COMMISSION MEMBERS**

Commissioner Steve Catmull gave a brief review of last week's Study and City Council Meetings.

Commissioner Laurel Bevans thanked Chair Hollist for attending the last Architectural Review Committee Meeting in her place.

**F. SUMMARY ACTION - None**

**G. ACTION - None**

**H. ADMINISTRATIVE PUBLIC HEARINGS**

**H.1. CONDITIONAL USE PERMIT FOR A RESTAURANT USE IN THE COMMERCIAL-COMMUNITY (C-C) ZONE**

Address: 3649 W South Jordan Pkwy #106

File No.: PLCUP202300047

Applicant: Rice King Express, LLC

Planning Technician Jake Linck reviewed background information from the Staff Report.

Chair Hollist asked about seating at the previous location.

Commissioner Trevor Darby responded there were maybe 10-12 seats, it was a small area.

Commissioner Nathan Gedge asked about the legislative item being discussed later in this meeting, and that if adopted, would it make this type of permit for this zone unnecessary in the future.

Staff responded in the affirmative.

Chair Hollist opened the public hearing for comments. There were no comments and the hearing was closed. She asked staff if the Peterson Condos in this center ended up being approved by City Council, and if so, what the density ended up being.

Planner David Mann responded that yes, it was approved for 20 units. Regarding the density, it depends on how it is calculated, whether it includes the entire property area which encroaches into the existing parking lot, or if it's just the undeveloped property.

Chair Hollist asked if any residents were noticed for this item.

City Planner Greg Schindler responded there were a few residents to the south who were noticed, but it was mostly the adjoining businesses.



**Commissioner Darby motioned to approve File No. PLCUP202300047, Conditional Use Permit application, without conditions. Chair Hollist seconded the motion. Roll Call Vote was 6-0, unanimous in favor.**

## **I. LEGISLATIVE PUBLIC HEARINGS**

### **I.1. CUP Utilities Text Amendment**

Planner David Mann reviewed background information from the Staff Report.

Commissioner Nathan Gedge reviewed the uses that would require permits, asking if a restaurant would include any business selling a food product, or if it had additional requirements like seating on the premises.

Planner Mann responded that typically there would be seating involved, and as noted in the Staff Report it is separate from review of a drive-thru, even it's an accessory use to the business.

Chair Hollist opened the public hearing for comments. There were no comments and the hearing was closed. Chair Hollist noted that the Rocky Mountain Power item was addressed right before she joined the commission, so she didn't hear about or vote on the item. She knows they want to save time and save residents from aggravation when things are legally allowed but those residents think getting enough people against it can stop it. She discussed a communication tower located in the Jordan Ridge Park, from about 15 years ago. She said that was the first time she ever came to a City Council meeting here, and a giant tower was being proposed where the layers would be sublet out to different companies. She doesn't know if the public turnout was what changed the decision on that, but ultimately the neighborhood didn't end up having to give up the basketball court or make exceptions to the offset rules, and something significantly smaller was installed. It appeared that allowing the public to weigh-in did have an impact in that situation.

City Planner Greg Schindler noted that at that time, it could have possibly also been that the code was changed with a limit on the height of the towers. That will never change, and if a company wants a tower to reach that maximum height, they will get that maximum height because of more Federal Regulations limiting what cities can do. Even if the city limits the height, the applicant is allowed to increase that height 10% each time. That has not happened yet here, as they just add more antennas to the existing tower until they are forced to erect a new tower nearby. Again, a site plan still comes to the planning commission for review with a public hearing, but unlike a conditional use permit, they are not discussing conditions of approval. In regards to the tower discussed earlier, it would not be allowed under the current code, and if proposed the applicant would have to apply for a variance.

Assistant City Attorney Greg Simonsen added that this subject was taken to the US Congress, which resulted in The Spectrum Act, and was especially applicable to cell phone towers. The industry basically convinced congress that local entities were taking too much time and giving them too hard of a time, especially allowing the co-location of different arrays on the towers. Ultimately, as indicated on 17.04.240 A8, Communication Towers, that was taken right out of

even city councils' hands. Our City Council enacted an ordinance saying that will be decided by staff, because this is so specialized and heavily regulated. Those tower applications will have to be addressed and approved or denied by staff, as that has to be done within 90 days or it's automatically granted. He recently read the latest FCC ruling interpreting part of the statute, which was 45 pages long, single spaced and small print. In general, this goes back to the discussion at the joint meeting, that there are some areas that where a conditional use permit is required, but they are ultimately deceiving people by implying that there is a chance for the democratic process to stop the application.

Chair Hollist asked if Attorney Simonsen felt that the categories outlined in the amendment are appropriate and represent areas that are defined, to the extent they can be, in our ordinances and appropriate to cease holding public hearings on.

Attorney Simonsen responded that he believes the ones before the commission tonight are, but he also thinks the commission should expect, as well as participate in and encourage the process in choosing the ones they don't want to see anymore or ones that they really want to continue seeing.

Commissioner Steve Catmull said that utilities are highly regulated in terms of noise, well-known harmful effects, etc. In addition, we have excellent staff and a well-functioning City Council, and anything that pops up will be addressed through the code. He just doesn't know what detrimental effects they might find that wouldn't already be covered.

Chair Hollist asked if these restrictions would apply to where easements exist, or if at city staffer can enact eminent domain as they see fit.

Planner Mann shared a few things to be aware of. In that section, where there are specific things crossed off, it does say at the very top that the City Engineer may approve. The City Engineer is the professional that would be familiar with what is necessary, in conversation with the utility companies, to make sure that things are suitable, meet the Federal and State Guidelines, etc. There are also separate chapters dealing with wireless and wind facilities, with specific guidelines laid out for staff to review with those applications. Regarding easements, if it's something where the utility company did need to enlarge an easement, they would have to go through that same process to purchase the property according to the law, and to reimburse the residents based on those laws.

Chair Hollist mentioned a section that mentioned only percentage of an area could be a restaurant zone and asked for more details.

Planner Mann doesn't know why there was a specific percentage noted in the office zone, whether it was due to a concern about restaurants taking over office zones and limiting office construction, but in the C-C zone offices are a permitted use. Offices or restaurants can be built there without any conditional use, but in the office zone for some reason conditional uses are applied to restaurants. He believes there have been enough examples with limited concerns in regards to solely restaurant uses to warrant that additional review with a conditional use.

**Commissioner Gedge motioned to forward a recommendation of approval to City Council for the proposed Text Amendment. Chair Hollist seconded the motion. Roll Call Vote was 6-0, unanimous in favor.**

Chair Hollist asked if this will be presented in the next City Council Meeting.

Planner Mann said no, they are holding off on taking this to City Council as there are still ongoing discussions between the city and Rocky Mountain Power regarding that project. Once that is finalized completely they can move forward. If any changes need to be made to this amendment, that would be brought back before the planning commission again.

Commissioner Gedge asked how long their recommendation on this will last, as their term ends at the end of the year and he wonders if that would change or end the recommendation with new commissioners potentially joining.

Attorney Simonsen responded that he doesn't know the answer at this time.

Planner Schindler doesn't believe there is an expiration date on recommendations, but he noted there is a CUP for the new substation coming to the commission and he's not sure how that would affect that approval either.

**Commissioner Gedge motioned to add an addendum to the motion for File No. PLZTA202300054, that the recommendation of approval from the Planning Commission only stays valid until December 31, 2023, when the current commission's term ends.**

Attorney Simonsen noted that he isn't sure of the commission's ability or right to cause their recommendation to expire by a certain date.

**Commissioner Gedge withdrew his motion, but noted that it will still be in the minutes for City Council to review.**

Planner Mann said this gives staff an opportunity for additional research, and added that staff would probably feel uncomfortable if there were six months to a year between the recommendation and going to the City Council. They would probably look into it before proceeding with the presentation, and the council might also ask for it to be reviewed by the commission again if it has been a while.

## **J. OTHER BUSINESS**

City Planner Greg Schindler said the next meeting currently has two items scheduled, with one of those items potentially being related to the Rise Development.

Commissioner Aaron Starks will be out of the country for the next meeting and unable to attend.

## **ADJOURNMENT**

**Chair Hollist motioned to adjourn the April 11, 2023 Planning Commission Meeting. Commissioner Gedge seconded the motion; vote was unanimous in favor.**

The April 11, 2023 Planning Commission Meeting adjourned at 7:11 p.m.

UNAPPROVED

# **SOUTH JORDAN CITY PLANNING COMMISSION REPORT**

**Meeting Date: 04/25/2023**

**Issue:** SOJO 2700  
PRELIMINARY SUBDIVISION PLAT  
**Address:** 10216 S. 2700 W.  
**File No:** PLPP202200204  
**Applicant:** Dan Scarlet

**Submitted by: Andrew McDonald, Planner I  
Jared Francis, Senior Engineer**

**Staff Recommendation (Motion Ready):** I move that the Planning Commission **approve** the SOJO 2700 preliminary subdivision plat, File No. PLPP202200204.

<b>ACREAGE:</b>	Approximately 1.36 Acres
<b>CURRENT ZONE:</b>	Residential (R-1.8) Single-Family
<b>CURRENT USE:</b>	Single-Family Residential
<b>FUTURE LAND USE PLAN:</b>	SN (Stable Neighborhood)
<b>NEIGHBORING ZONES/USES:</b>	North – A-5 (Agricultural) South – R-1.8 / Large lot single-family home West – R-1.8 / Single-family residential East – R-1.8 / South Jordan Middle School

## **STANDARD OF APPROVAL:**

Once all application requirements have been met, redline corrections made, revised plans and plat submitted and City staff approval given, the preliminary subdivision plat application will be scheduled on the Planning Commission agenda for a public hearing at which public comment will be taken. Notice of the public hearing shall be provided in accordance with chapter 16.04 of this title. The Planning Commission shall receive public comment at the public hearing regarding the proposed subdivision. The Planning Commission may approve, approve with conditions or if the project does not meet City ordinances or sanitary sewer or culinary water requirements, deny the preliminary subdivision plat application. (Ord. 2007-01, 1-16-2007)

City Code § 16.10.060

## **BACKGROUND:**

The applicant is requesting that the Planning Commission approve a preliminary subdivision plat for the SOJO 2700 subdivision located at 10216 South 2700 West. The proposed subdivision will consist of two lots with each lot being at least 2/3 acres. The subdivision will be accessed off 2700 West via a shared access driveway to both lots.

The access will be built to City standards. There will be no improvements along 2700 West as improvements were made by the City when 2700 West was expanded. Utility Services will connect into existing utilities in the 2700 West right-of-way.

Fencing will include a six-foot-tall decorative masonry wall along the east, north, and south boundaries. Front yard fencing will be allowed on Lot 1 since it is adjacent to a collector street. Front yard fencing along collector streets is limited to a maximum height of three or four feet depending on the material used.

An irrigation canal, owned by Utah Lake Irrigation Co., runs the entire length of the west boundary.

No landscape improvements are required with this project. All existing structures, including the existing home, will be demolished prior to construction.

### **STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:**

#### **Findings:**

- The subject property is located in the R-1.8 Zone, and its future land use is SN (Stable Neighborhood). It meets the Planning and Zoning, as well as the Subdivision and Development Code requirements of the Municipal Code.
- This property is not part of a recorded subdivision.
- There is an active irrigation ditch on the property along the north boundary. This will be piped, and the recorded plat will establish a 15-foot irrigation easement.
- Lot 2 will be 27,725 ft<sup>2</sup> (.64 acres) and Lot 1 will be 31,533 ft<sup>2</sup> (.72 acres). The gross density of the subdivision will be 1.47 units per acre, which is less than the maximum allowed density in the zone of 1.8 units per acre.
- Lot 2 is a flag lot that shares access with Lot 1 off of 2700 West.
- The project will meet the sewer and the culinary water requirements.

#### **Conclusion:**

- The proposed preliminary subdivision plat application meets the City Code requirements and as such should be approved.

#### **Recommendation:**

- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Application, unless during the hearing facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

#### **ALTERNATIVES:**

- Approve an amended Application.
- Deny the proposed Application.
- Schedule the Application for a decision at some future date.

**SUPPORT MATERIALS:**

- Location Map
- Current Zoning Map
- Future Land Use Map
- Record of Survey
- Preliminary Subdivision Plat
- Utility & Grading Plan

*Andrew McDonald*

Andrew McDonald (Apr 19, 2023 12:43 MDT)

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Andrew McDonald  
Planner I, Planning Department

*Jeremy Nielson*

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Jeremy Nielson, P.E.  
Deputy City Engineer

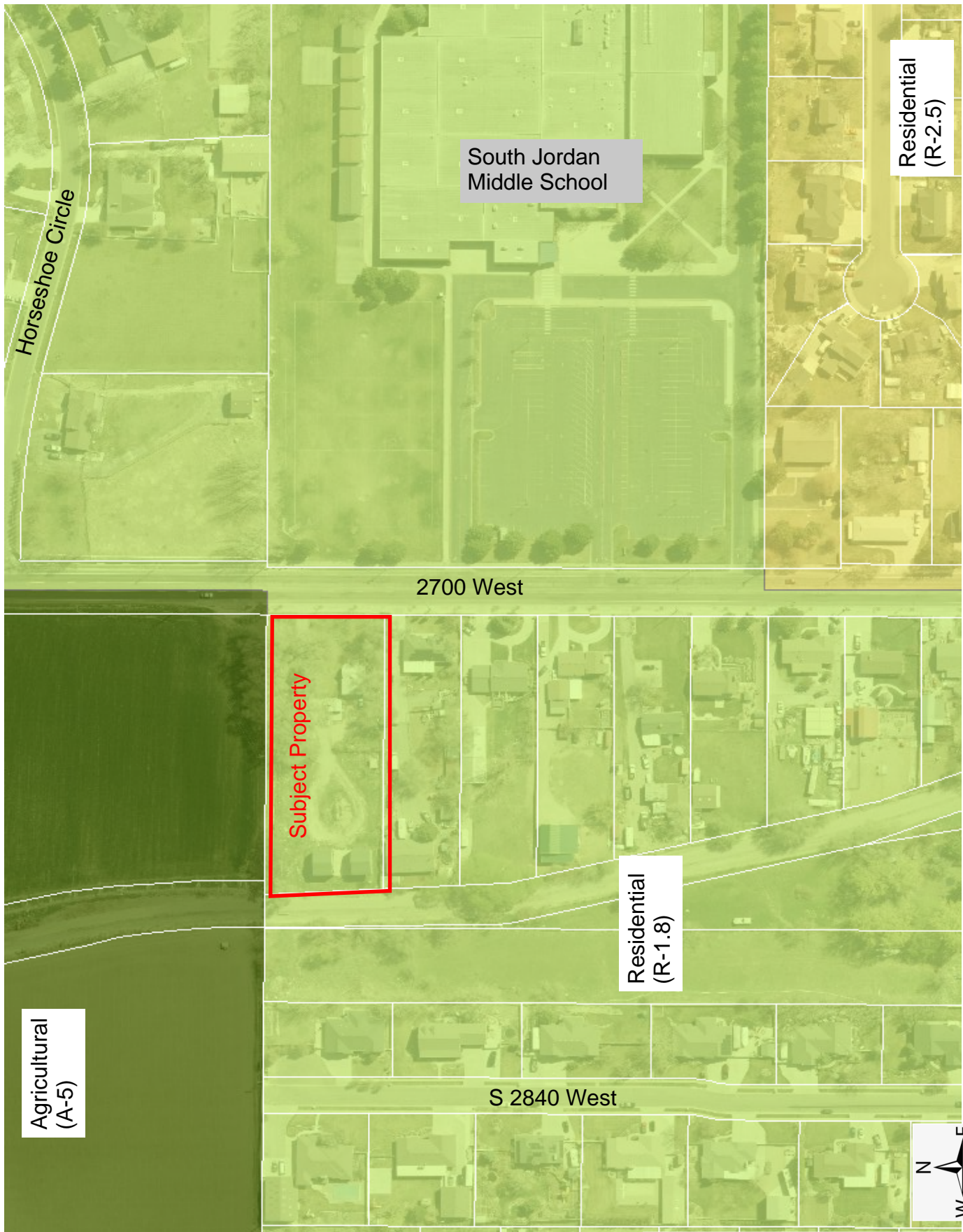
# Location Map

Item H.1.



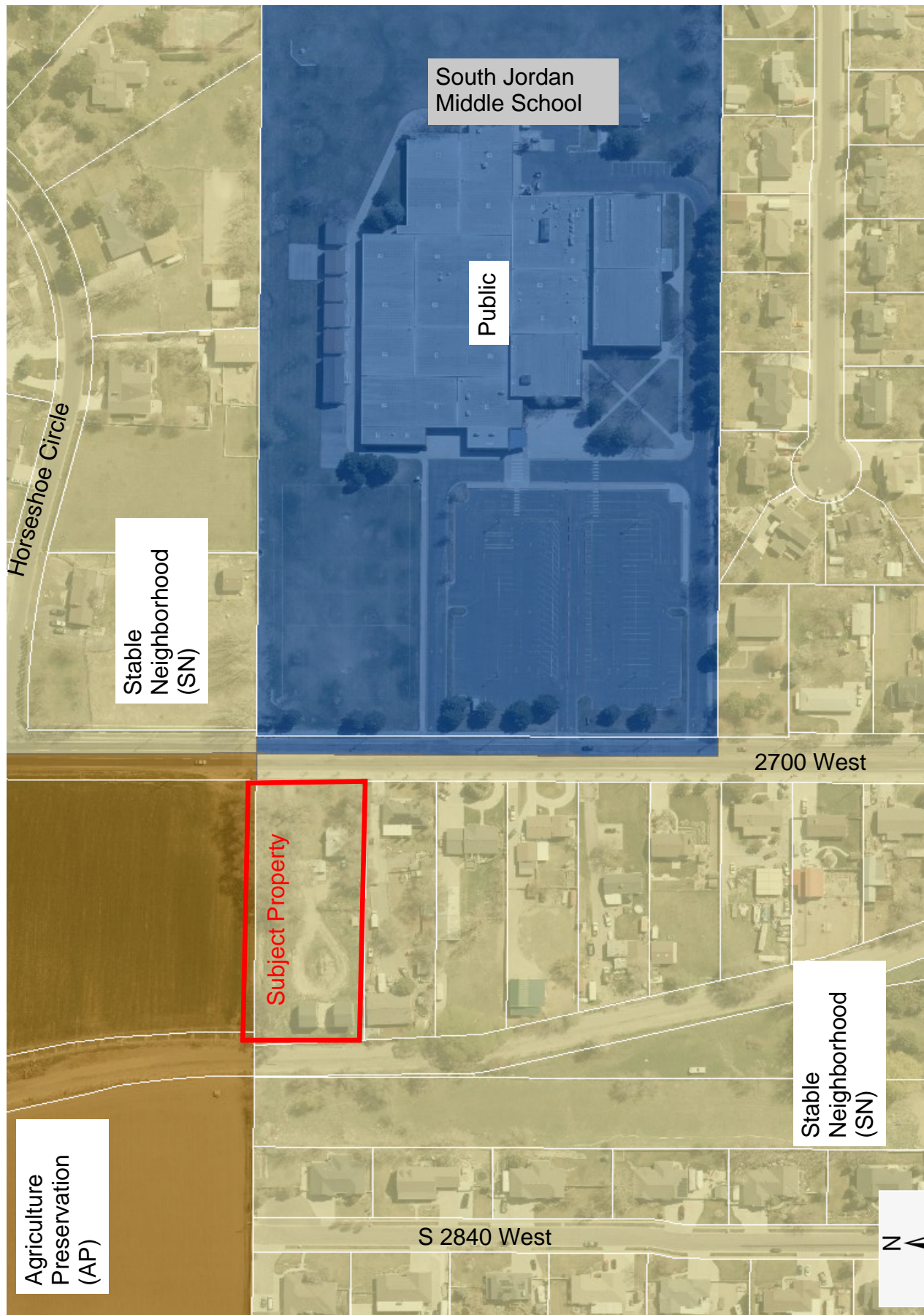


# Current Zoning Map



# Future Land Use Map

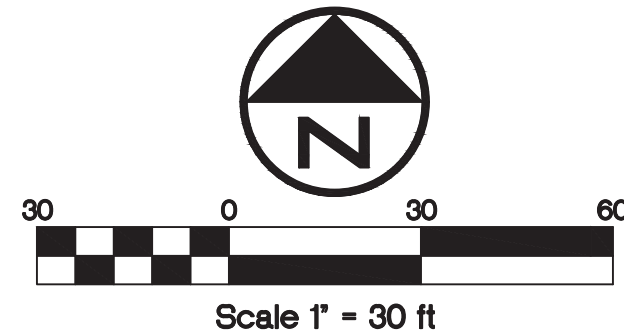
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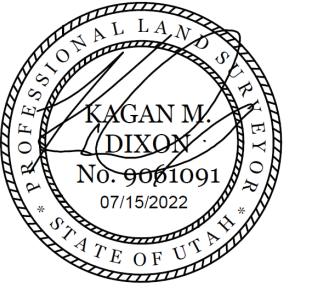
# SCARLET PROPERTY

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,  
TOWNSHIP 3 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
RECORD OF SURVEY  
TAX ID NUMBER: 27-16-127-002



## SURVEYOR'S CERTIFICATE:

I, KAGAN M. DIXON, SALT LAKE CITY, UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH; THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY; THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE BOUNDARIES SURVEYED AND OF THE VISIBLE IMPROVEMENTS AFFECTING THE BOUNDARIES AND THEIR POSITION IN RELATIONSHIP TO SAID BOUNDARIES.



## BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 89°49'48" WEST 33.0 FEET FROM THE NORTH QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°00'31" WEST 155.1 FEET; THENCE WEST 377.92 FEET; THENCE NORTH 03°03' WEST 156.36 FEET; THENCE EAST 386.26 FEET TO THE POINT OF BEGINNING.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 00°00'31" WEST BETWEEN THE NORTH QUARTER AND THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

## NARRATIVE OF BOUNDARY

THE PURPOSE OF THIS SURVEY WAS TO LOCATE AND MONUMENT ON THE GROUND THE SURVEYED PROPERTY AS SHOWN HEREON. NO SIGNIFICANT ISSUES RELATED TO THE BOUNDARY WERE FOUND IN THE PERFORMANCE OF THIS SURVEY.

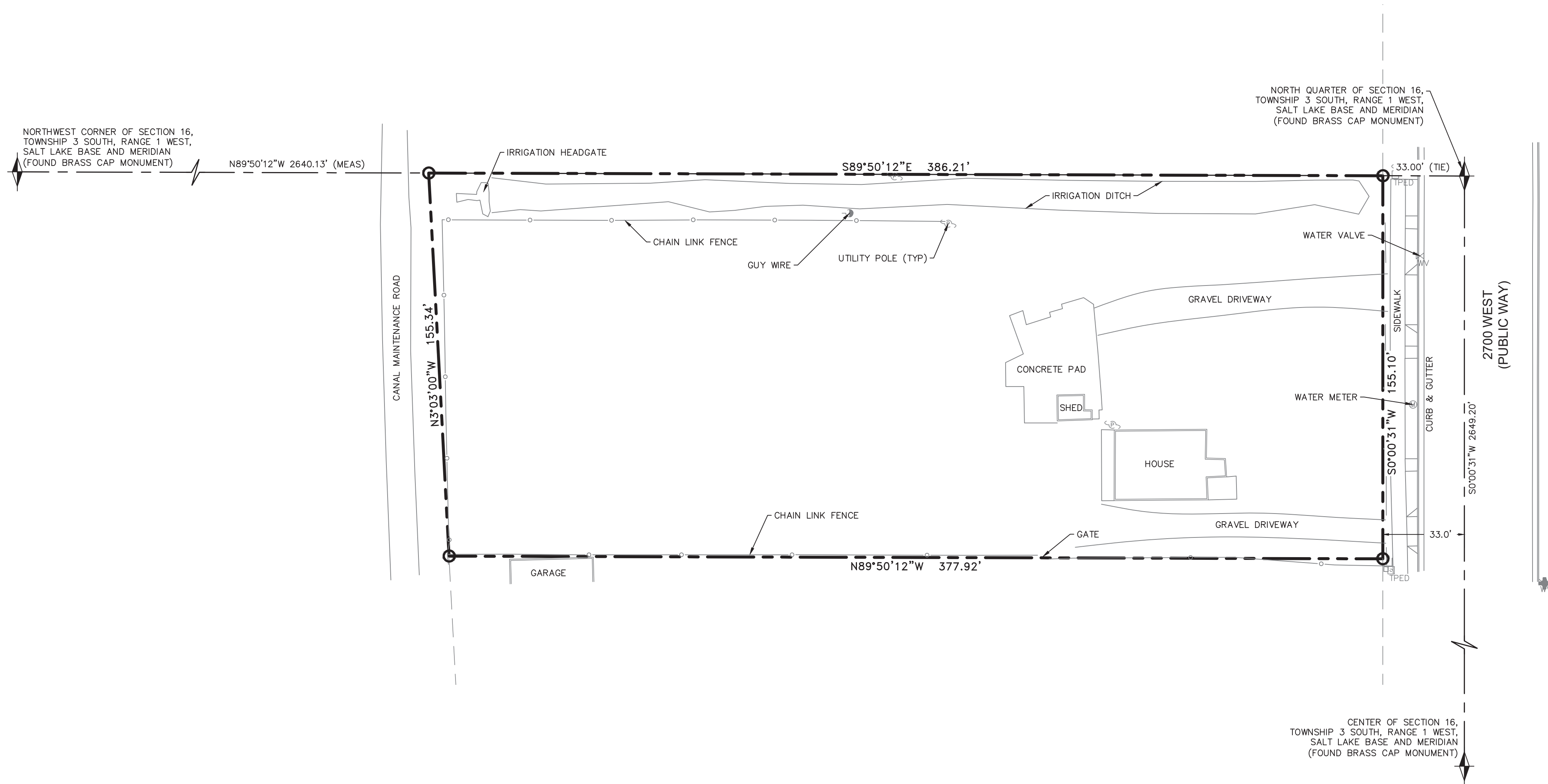
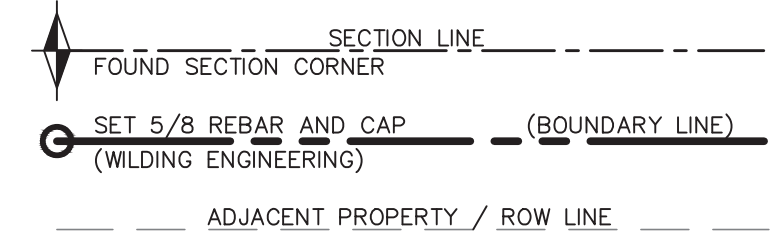
AN IRRIGATION DITCH RUNNING PARALLEL WITH THE NORTH BOUNDARY LINE OF THE PROPERTY MAY BE SUBJECT TO EASEMENTS OR PRESCRIPTIVE RIGHTS.

## GENERAL NOTES

- (1) OTHER DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY:
1. WARRANTY DEED RECORDED ON DECEMBER 6, 2021 AS ENTRY 13840814, IN BOOK 11278, AT PAGE 7088, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER.
  2. ALTA/NSPS LAND TITLE SURVEY PREPARED BY BRIAN A. LINAM, ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR AS FILE NO. S2022-03-0139.
  3. OTHER DOCUMENTS AS SHOWN ON THIS MAP.

- (2) WILDLING ENGINEERING SURVEYED ABOVE GROUND VISIBLE EVIDENCE OF STRUCTURES THAT WOULD INDICATE THE POSSIBILITY OF AN EXISTING EASEMENT OR ENCUMBRANCE ON THE PROPERTY. A TITLE REPORT WHICH WOULD PROVIDE ADDITIONAL EVIDENCE OF EXISTING UTILITIES WAS NOT PROVIDED FOR THIS PROPERTY AT THE TIME THIS SURVEY WAS CONDUCTED.

## LEGEND



G:\DATA\22221 Sojo 2700 West\dwg\22221 ROS.dwg  
PLOT DATE: Feb 09, 2023

UTILITY STATEMENT:  
THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD OBSERVATIONS AND UTILITY MARKINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES STATE THAT THE UTILITIES SHOWN HEREON ARE LOCATED AS ACCURATELY AS POSSIBLE, FROM INFORMATION AVAILABLE AT THE TIME THE SURVEY WAS CONDUCTED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES AND THE EXACT LOCATION OF SOME UTILITIES MAY REQUIRE FURTHER FIELD INVESTIGATION OR EXCAVATION TO DETERMINE THEIR PRECISE LOCATIONS.

NO.	REVISION	DATE

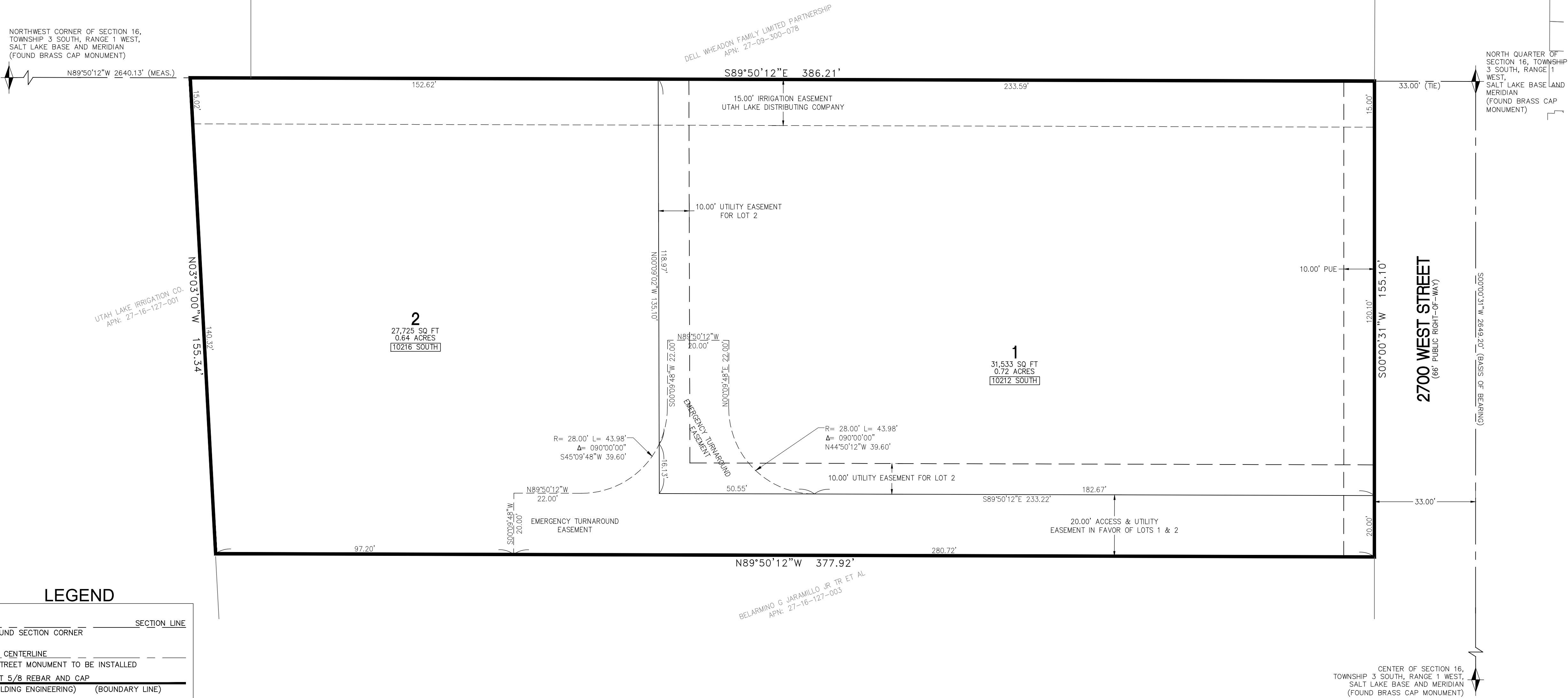
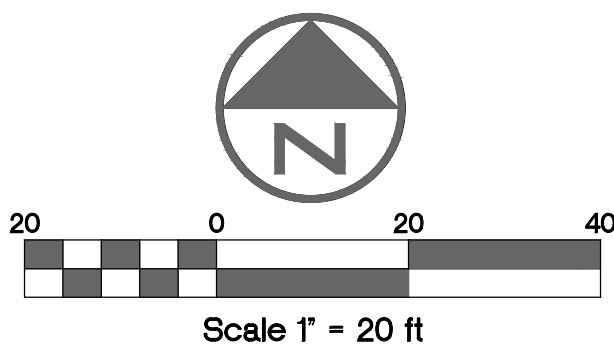
DRAWING TITLE
RECORD OF SURVEY
LOCATION
10216 S 2700 W
SOUTH JORDAN, UTAH

PROJECT NAME
SOJO 2700 LLC
DRAWN
KMD
CHECKED
KMD
COUNTY
SALT LAKE

DATE
7/15/2022
SCALE
1" = 30'
SHEET
1 OF 1

## GENERAL NOTES:

1. REFER TO THE RECORD OF SURVEY ON FILE (S2022090677) WITH THE SALT LAKE COUNTY SURVEYORS OFFICE.
2. RIVETS WILL BE SET IN TBC AS EXTENSIONS OF LOT LINES FOR FRONT PROPERTY CORNERS. 5/8" REBAR W/ WILDING ENGINEERING CAP WILL BE SET AT REAR PROPERTY CORNERS.
3. MANY AREAS IN THE CITY OF SOUTH JORDAN HAVE GROUNDWATER PROBLEMS DUE TO A HIGH OR FLUCTUATING WATER TABLE. CITY APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS, IF ANY.
4. OWNERS AND POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT (THE "PROPERTY") SHOULD FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS, AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS, AND RESTRICTIONS (CC&R'S) DOCUMENTS THAT MAY BE RECORDED AGAINST THE PROPERTY. OWNERS AND POTENTIAL PURCHASERS OF THE PROPERTY MUST COMPLY WITH ALL NOTES, EASEMENTS, CC&R'S, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT, AS CURRENTLY EXISTING OR AS MAY FROM TIME TO TIME BE CHANGED AND/OR AMENDED. FAILURE TO ADHERE TO THE NOTES, LOT INFORMATION, EASEMENTS, CC&R'S, OR OTHER DOCUMENTS RECORDED AGAINST THE PROPERTY COULD RESULT IN FINANCIAL LOSS OR CHANGES IN EXPECTED PROPERTY USE.
5. FINISH FLOOR ELEVATIONS ARE NOT TO EXCEED FOUR FEET IN HEIGHT MEASURED FROM THE TOP BACK OF CURB AT THE CENTERLINE OF THE LOT AND/OR CENTERLINE OF THE HOME. THE DOWNSIDE OF THE HOME MAY EXCEED FOUR FEET.
6. SHALLOW SEWER DEPTHS: CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.
7. APPROVAL OF THIS PLAT BY SOUTH JORDAN CITY DOES NOT MEAN THAT INDIVIDUAL LOT DRAINAGE TO A ROAD OR RETENTION FACILITY IS ASSURED. DEVELOPMENT AND GRADING MAY NECESSITATE SWALES AND OTHER DRAINAGE FACILITIES TO PROTECT INDIVIDUAL PROPERTIES. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT SWALES AND OTHER DRAINAGE FACILITIES ARE APPROPRIATE AND MAINTAINED NOR THAT DRAINAGE FROM ADJACENT PROPERTIES IS PREVENTED.
8. DEVELOPER: DAN SCARLET (801-707-0505, DAS@XMISSION.COM)



## LEGEND

	FOUND SECTION CORNER	SECTION LINE
	ROW CENTERLINE	
	CL STREET MONUMENT TO BE INSTALLED	
	SET 5/8 REBAR AND CAP	
	(WILDING ENGINEERING)	(BOUNDARY LINE)
	LOT LINE	
	EASEMENT LINE	
	ADJACENT PROPERTY / ROW LINE	
	10' FRONT PUE	

PLOT DATE: Apr 06, 2023  
G:\DATA\22221 Sojo 2700 West\dwg\22221 Sojo Plat.dwg



## CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SOUTH JORDAN CITY ENGINEER DATE

## CITY PLANNER

APPROVED AS TO FORM THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_

CITY PLANNER

## CITY ATTORNEY

APPROVED AS TO FORM THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_

SOUTH JORDAN CITY ATTORNEY

## SOUTH JORDAN CITY MAYOR

APPROVED AS TO FORM THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_

ATTEST: CITY CLERK MAYOR

## SOUTH VALLEY SEWER

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_ BY SOUTH VALLEY SEWER

SOUTH VALLEY SEWER

## SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_

REPRESENTATIVE

## SALT LAKE COUNTY SURVEYOR

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D., 20\_\_

S2021-11-0760  
ROS NUMBER

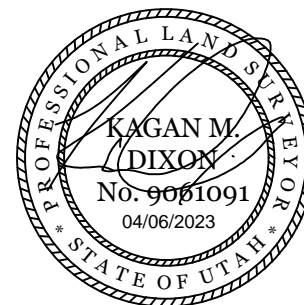
REPRESENTATIVE

## SURVEYOR'S CERTIFICATE:

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

## SOJO 2700 SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET THE FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCE.



## BOUNDARY DESCRIPTION:

BEGINNING AT A POINT WHICH IS SOUTH 89°50'12" EAST ALONG THE SECTION LINE A DISTANCE OF 33.00 FEET FROM THE NORTH QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF 2700 WEST STREET, AND RUNNING THENCE SOUTH 00°00'31" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 155.10 FEET; THENCE NORTH 89°50'12" WEST 377.92 FEET; THENCE NORTH 03°03'00" WEST 155.34 FEET TO THE SECTION LINE; THENCE SOUTH 89°50'12" EAST ALONG THE SECTION LINE A DISTANCE OF 386.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.360 ACRES, MORE OR LESS.  
CONTAINING 2 LOTS

## BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 00°00'31" WEST BETWEEN THE NORTH QUARTER AND THE CENTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

## OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE DESCRIBED TRACT OF LAND ABOVE, HAVING CAUSE THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS:

## SOJO 2700 SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET ASIDE OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

DANIEL A. SCARLET

## ACKNOWLEDGMENT:

STATE OF UTAH  
COUNTY OF \_\_\_\_

ON THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_, PERSONALLY APPEARED BEFORE ME \_\_\_\_ WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE IS THE SIGNER OF THE WITHIN OWNER'S DEDICATION AND THAT SAID DEDICATION WAS SIGNED BY THEM FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN STATED.

MY COMMISSION EXPIRES: \_\_\_\_  
COMMISSION NUMBER: \_\_\_\_ PRINTED NAME OF NOTARY: \_\_\_\_

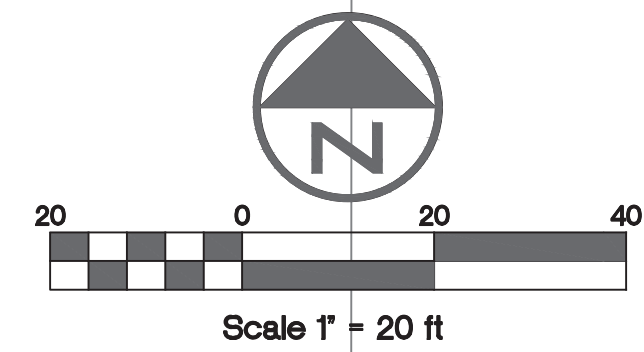
**SOJO 2700 SUBDIVISION**  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,  
TOWNSHIP 3 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
SOUTH JORDAN, SALT LAKE COUNTY, UTAH

## SALT LAKE COUNTY RECORDER

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

FEE \_\_\_\_ DEPUTY, SALT LAKE COUNTY RECORDER







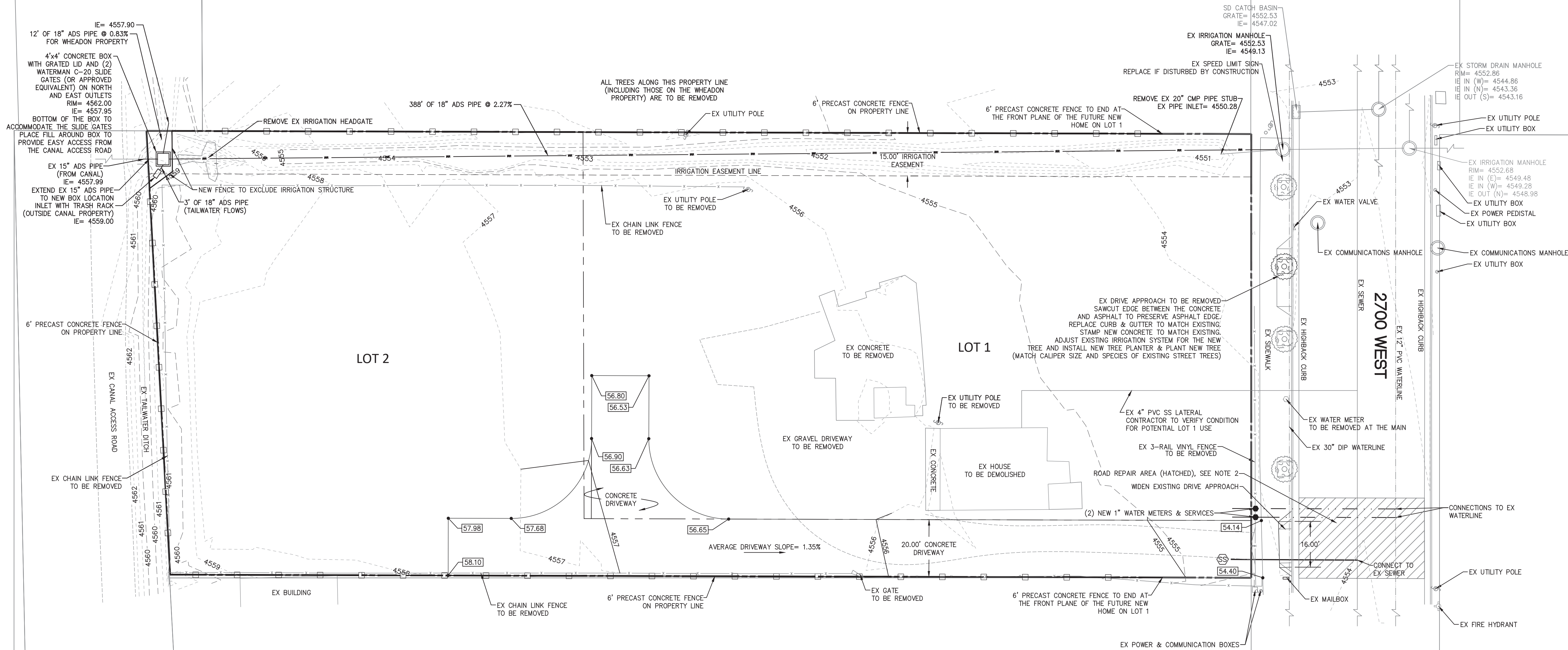
# WILDING

ENGINEERING

14721 SOUTH HERITAGE CREST WAY  
BLUFFDALE, UTAH 84065  
801.553.8112  
WWW.WILDINGENGINEERING.COM

DRAWING NOTES:

- FINAL GRADING AND POTENTIAL STORM WATER DETENTION/RETENTION FOR EACH LOT WILL BE SUBMITTED AND FINALIZED WITH THE APPLICATION OF BUILDING PERMITS.
- ROAD REPAIR SHALL FOLLOW SOUTH JORDAN CITY STANDARD REPAIR AND REPAVING POLICY PER STANDARD #3010.
- THE WORK ON THE IRRIGATION DITCH IS TO TAKE PLACE OUTSIDE OF THE IRRIGATION SEASON, WHICH RUNS FROM APRIL 15 TO OCTOBER 15.



### LEGEND

	EXISTING FIRE HYDRANT
	PROPOSED WATERLINE
	EXISTING IRRIGATION LINE
	PROPOSED IRRIGATION LINE
	EXISTING SEWER
	PROPOSED SEWER
	4" SEWER LATERAL
	EXISTING FENCE
	PROPOSED FENCE
	EXISTING INDEX CONTOUR (5')
	EXISTING CONTOUR (1')

NO.	REVISION	DATE
3	SOUTH JORDAN CITY COMMENT	4/6/23
2	ADJUSTED IRRIGATION ELEVATIONS TO MATCH EXISTING	3/8/23
1	SOUTH JORDAN CITY COMMENT	11/29/22

PROJECT INFORMATION

## SOJO 2700 FINAL PLAT PACKAGE

MASTER UTILITY PLAN

SOUTH JORDAN CITY, UTAH

DRAWN  
**TMC**


CHECKED  
**MEC**

PROJECT #  
**22221**

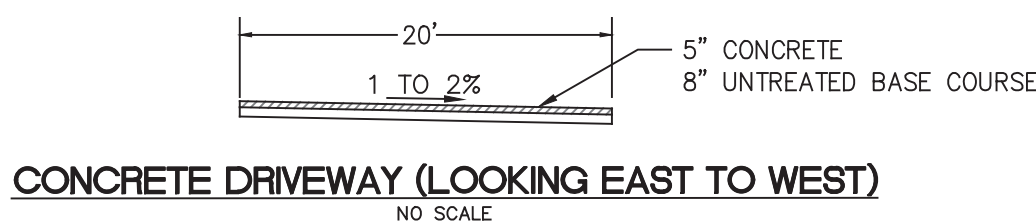
DATE  
**9/30/22**

SCALE  
**1" = 20'**

SHEET  
**C201**



ENGINEER'S STAMP



- NOTES:
- REMOVE ORGANICS AND ALL UNDOCUMENTED FILL TO NATIVE. SEE PROJECT GEOTECHNICAL REPORT.
  - DRAINAGE FROM DRIVEWAY SHALL SHEET FLOW ONTO LOT 1 AND SHALL BE ACCOMMODATED FOR IN THE GRADING PLAN OF LOT 1.

G:\DATA\22221 Sojo 2700 West\dwg\22221 Sojo Overall drawings.dwg  
PLOT DATE: Apr 06, 2023










# SOJO 2700 Prelim Subdivision Staff Report

Final Audit Report

2023-04-19

Created:	2023-04-19
By:	Becky Messer (rmesser@sjc.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdT0Xv2x9UqbGNMoMdEtuLvL_jkjQyVv

## "SOJO 2700 Prelim Subdivision Staff Report" History

-  Document created by Becky Messer (rmesser@sjc.utah.gov)  
2023-04-19 - 6:38:22 PM GMT- IP address: 63.226.77.126
-  Document emailed to amcdonald@sjc.utah.gov for signature  
2023-04-19 - 6:41:29 PM GMT
-  Email viewed by amcdonald@sjc.utah.gov  
2023-04-19 - 6:42:41 PM GMT- IP address: 69.162.232.207
-  Signer amcdonald@sjc.utah.gov entered name at signing as Andrew McDonald  
2023-04-19 - 6:43:06 PM GMT- IP address: 69.162.232.207
-  Document e-signed by Andrew McDonald (amcdonald@sjc.utah.gov)  
Signature Date: 2023-04-19 - 6:43:08 PM GMT - Time Source: server- IP address: 69.162.232.207
-  Document emailed to JEREMY NIELSON (jnielson@sjc.utah.gov) for signature  
2023-04-19 - 6:43:10 PM GMT
-  Email viewed by JEREMY NIELSON (jnielson@sjc.utah.gov)  
2023-04-19 - 7:03:05 PM GMT- IP address: 63.226.77.126
-  Document e-signed by JEREMY NIELSON (jnielson@sjc.utah.gov)  
Signature Date: 2023-04-19 - 8:04:49 PM GMT - Time Source: server- IP address: 63.226.77.126
-  Agreement completed.  
2023-04-19 - 8:04:49 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

# **SOUTH JORDAN CITY PLANNING COMMISSION REPORT**

**Meeting Date: 04/25/2023**

**Issue:** RISE SUBDIVISION  
PRELIMINARY SUBDIVISION PLAT  
**Address:** 10657 S. 1055 W.  
**File No:** PLPP202200218  
**Applicant:** Andy Welch, DAI Utah

**Submitted by: Damir Drozdek, Planner III**  
**Jared Francis, Senior Engineer**

**Staff Recommendation (Motion Ready):** I move that the Planning Commission **approve** the Rise preliminary subdivision plat, File No. PLPP202200218 with the following stipulations:

- Right-of-Way along 1055 West to be dedicated as per City standards, and
- Lot 137 to have a 10' PUE (public utility easement) along the front property line, and
- That the remaining piece belonging to the Robins family and pertaining to the River Stone Way road dedication be added to the final plat for road dedication.

<b>ACREAGE:</b>	Approximately 17.5 acres
<b>CURRENT ZONE:</b>	R-M (PD) (Residential – Multiple, Planned Development)
<b>CURRENT USE:</b>	A single-family home and largely raw land
<b>FUTURE LAND USE PLAN:</b>	MU (Mixed Use)
<b>NEIGHBORING ZONES/USES:</b>	North – R-1.8 and A-5 / Single-family homes and raw land South – A-5 / Raw land and agriculture West – A-5 / 1055 West East – P-O / River Park Corporate Center

## **STANDARD OF APPROVAL:**

Once all application requirements have been met, redline corrections made, revised plans and plat submitted and City staff approval given, the preliminary subdivision plat application will be scheduled on the Planning Commission agenda for a public hearing at which public comment will be taken. Notice of the public hearing shall be provided in accordance with chapter 16.04 of this title. The Planning Commission shall receive public comment at the public hearing regarding the proposed subdivision. The Planning Commission may approve, approve with conditions or if the project does not meet City ordinances or sanitary sewer or culinary water requirements, deny the preliminary subdivision plat application. (Ord. 2007-01, 1-16-2007)

City Code § 16.10.060

## **BACKGROUND:**

The applicant is requesting that the Planning Commission approve a preliminary subdivision plat application regarding the Rise residential project located at 10657 South 1055 West. The City Council approved a zone change and development agreement for this project on January 17, 2023. The development agreement is attached to this report.

The project will consist of two different housing types, 134 townhome units and 20 twin home units for a total of 154 housing units. Townhomes will be two story buildings, and will be either front or rear loading units depending on the location within the project. The rear-loaded units will be accessed off alleys that are located at the south end of the project. Exterior finishes on the townhomes will be a combination of stone, brick and fiber cement. The twin homes will generally be located along the north property line. They will be single-story buildings with bonus rooms and will be front-loaded. The exterior finishes of the twin homes will be stone and fiber cement.

The project will be accessed off River Stone Way on the east side, and 1055 West on the west side. River Stone Way connects to River Heights Dr. and the adjacent RiverPark Corporate Center. The 1055 West connection will be a one-way street only going east. Drivers will not be able to drive through the project and exit onto 1055 West. The only way to exit the project will be via River Stone Way, which will eventually connect to 10550 South if properties to the north of the project are developed. All streets will be public except for four private alleys located at the south end of the project, which will be 21 feet wide. All public roads will have a 33 foot right-of-way (ROW) except for the River Stone Way, which will have 62 foot ROW.

Other public improvements include a water system that will be owned and maintained by the City. All units will have individual water meters, and open areas will have separate water meters. Storm water will be collected and stored in five retention ponds at the south end of the project. Two of those ponds will also contain underground storage, and storm water will be released at a controlled rate into an existing City storm water system to the east of the project.

Due to a significant grade difference between the northeast and the southwest corners of the property, retaining walls will be constructed around the project perimeter. They will be up to nine feet tall in certain spots. Some spots, like the northeast side of the project, will have two tiered retaining walls with each being up to nine feet tall. The applicant and City staff have discussed and reviewed the grading challenges in detail, and even met with the Robins family, which owns the property south of the project, to explain these challenges and answer questions.

The project will have a six-foot-tall fortress fence along the east boundary. The fence resembles simulated wrought iron fencing that has been used in other parts of the City. This part of the project will be adjacent to the Beckstead canal trail, and there will be connection from the project to the trail. This connection will not be gated.

The north and the west side of the project will have a six-foot-high rhino-rock fence or other similar type of fencing installed along the perimeter. Some sections along the south boundary, however, will have an open-type fall protection fence that will be installed on top of the retaining



wall. Because the retaining wall will be up to nine feet tall in certain spots, the fall protection fence, as opposed to a solid wall, will be installed. This will avoid the appearance of an even taller wall at the property line.

This particular change will accomplish the original intent of the development plan and agreement. City Code §17.130.050.020.D.4 allows the Planning Director to “authorize minor deviations from an approved development plan to resolve conflicting provisions or *when necessary for technical or engineering considerations*. Such minor deviations shall not affect the vested rights of the PD District and *shall not impose increased impacts on surrounding properties*.” (Emphasis added.)

On-site project amenities will consist of a playground, corn hole and a fire pit located near a leasing office at the north end of the project on River Stone Dr. A little further south along the same road there will be a dog park. The project will also have three active recreational areas. These recreational areas will have sod that is conducive for such activities. Some landscape areas around the project will have a drought tolerant variety of sod, while other areas will be landscaped with rock mulch and live plant vegetation. Trees will be planted throughout the project.

The developer will also make a cash donation to help fund the design and construction of up to six pickleball courts at East River Front Park, which is southeast of the project.

### **STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:**

#### **Findings:**

- The project is located in the R-M (PD) Zone. It meets the Planning and Zoning, as well as the Subdivision and Development Code requirements of the Municipal Code. It also meets the development agreement terms and provisions.
- The Architectural Review Committee reviewed the proposed building elevations and architecture and unanimously made a positive recommendation on August 24, 2022.
- The City Council approved a land use amendment and a zone change at the City Council meeting on January 17, 2023, and then executed the development agreement in March 2023.
- The Planning Director has determined that the design of the fencing and retaining walls along the south side of the project qualify as a minor deviation from the approved development plan (attached to the development agreement) under City Code § 17.13.050.020.D.4.
- The project will provide 154 units of market-rate housing and will be “for-rent” only. No units will be available for purchase at this time.
- RiverPark Corporate Center has expressed a desire and need for nearby rental housing for office workers and its owners are investing in the project. The proposed development would add additional housing adjacent to the business park.

#### **Conclusion:**

- The proposed preliminary subdivision plat application meets the City Code requirements and development agreement terms and conditions and as such should be approved.

**Recommendation:**

- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Application, unless during the hearing facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

**ALTERNATIVES:**

- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.

**SUPPORT MATERIALS:**

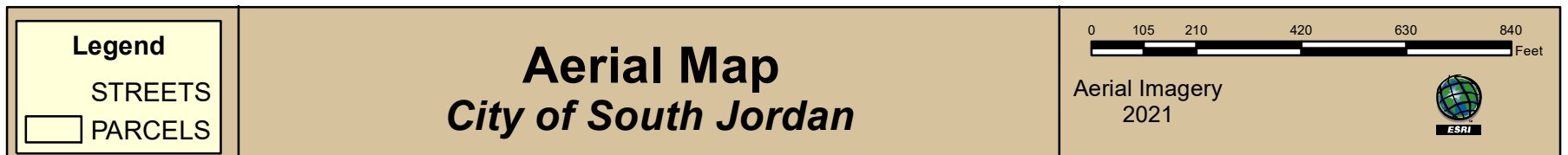
- |                                |                                    |
|--------------------------------|------------------------------------|
| • Aerial Map                   | • Building Elevations              |
| • Zoning Map                   | • Fencing Exhibit (south boundary) |
| • Preliminary Subdivision Plat | • Landscape Plan                   |
| • Overall Site Plan            | • Leasing Office Elevations        |
| • Concept Plan                 | • Development Agreement            |



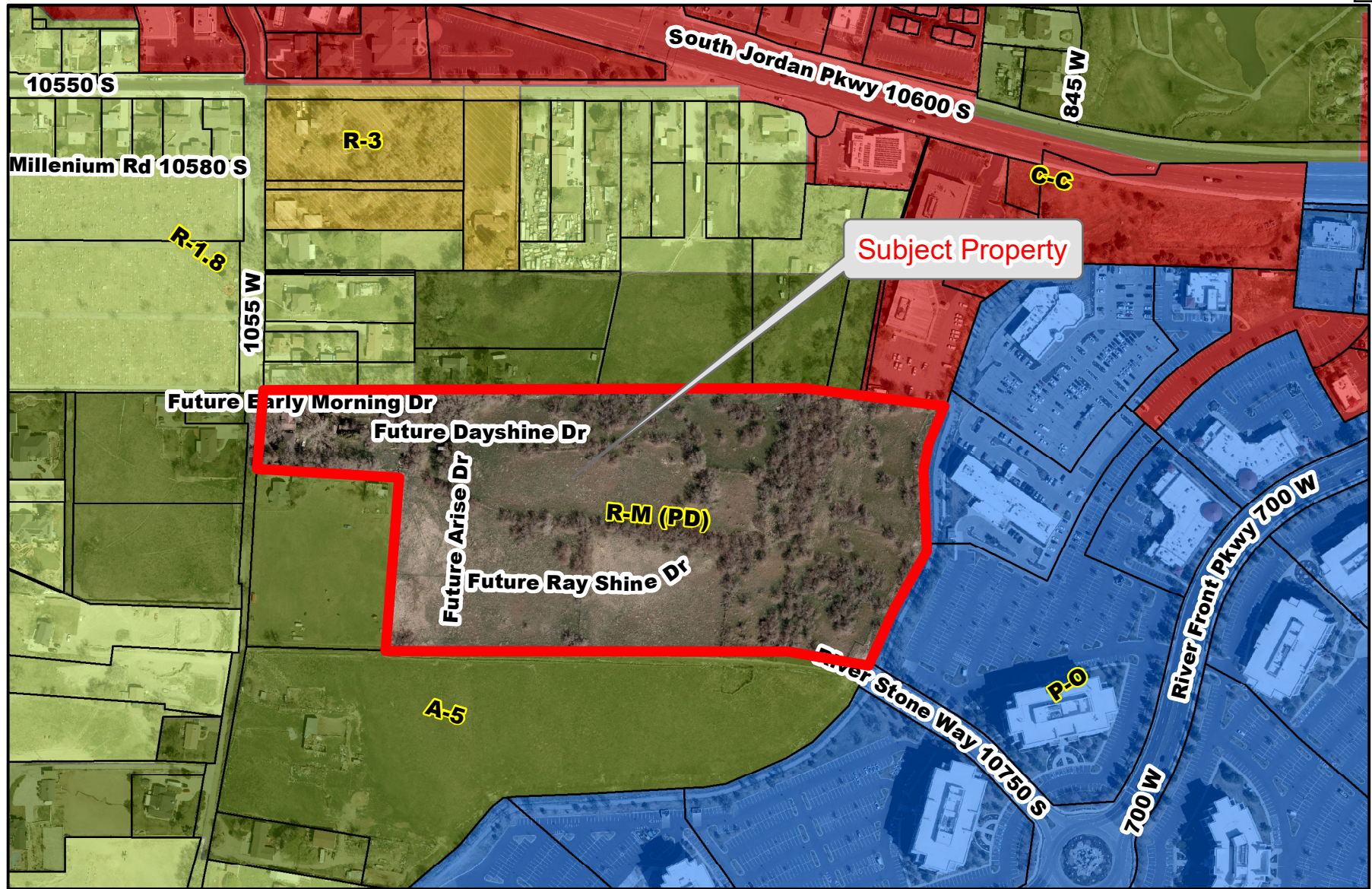
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Damir Drozdek, AICP  
Planner III, Planning Department







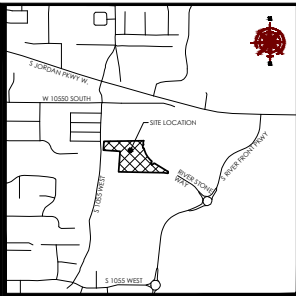


<p><b>Legend</b></p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2021</p> 
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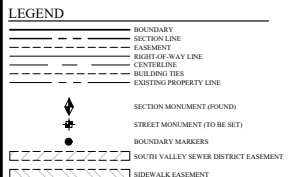








VICINITY MAP  
N.T.S.



Line	Direction	Length
L1	N89°32'23"W	34.33
L2	S29°53'53"W	14.65
L3	S02°27'00"W	24.45
L4	N24°44'21"W	25.95
L5	S62°50'22"E	44.99
L6	S03°37'00"E	19.57
L7	S00°00'00"E	39.53
L8	N20°00'00"E	19.57
L9	S80°47'00"E	33.69
L10	S07°29'52"E	4.83
L11	N80°57'00"E	5.74
L12	S00°20'47"E	5.77
L13	N32°02'21"E	13.47
L14	S00°00'00"E	0.00
L15	S04°59'00"W	17.28
L16	N00°00'00"E	46.00
L17	S01°30'27"E	71.50
L18	S08°16'13"W	49.77
L19	S53°48'50"E	27.16
L20	N89°27'35"E	20.00
L21	N89°27'35"E	20.00
L22	N89°17'32"E	20.00
L23	N89°17'32"E	20.00
L24	S07°47'00"E	17.59
L25	S00°00'00"E	1.54
L26	S07°29'52"E	4.83
L27	N00°00'00"E	19.58
L28	S20°00'00"E	32.66
L29	S13°52'23"W	23.81
L30	S07°54'54"W	18.97
L31	N72°11'04"E	52.43
L32	S06°42'12"E	35.77
L33	N13°47'55"W	27.57
L34	S02°56'20"E	14.95

SHEET 2 OF 2

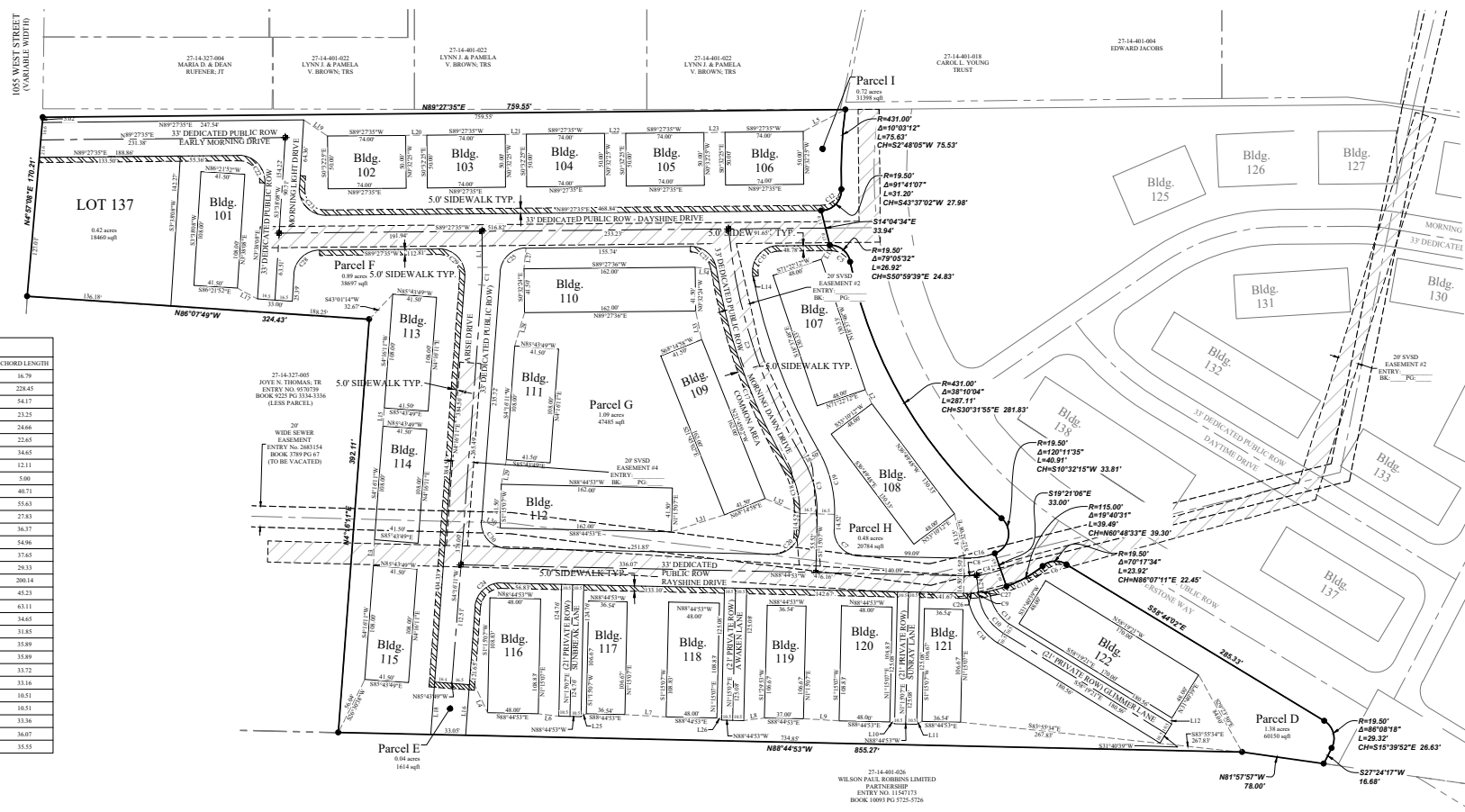
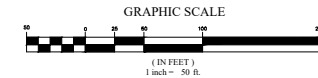
PREPARED FOR  
OWNER/DEVELOPER  
DAI/UTAH  
14034 SOUTH, 145 E 204  
DRAPER, UTAH 84020  
(801) 495-3414  
CONTACT: ANDY WLECH

PLAT PREPARED BY  
**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 HIGH TECH DRIVE  
MIDVALE, UTAH 84047 PH: (801) 352-0075  
www.focusutah.com

# THE RISE TOWNHOMES

## PHASE 2 FINAL PLAT

LOCATED IN THE SE1/4 AND THE SW1/4 OF SECTION 14, T3S, R1W,  
SALT LAKE BASE & MERIDIAN  
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH



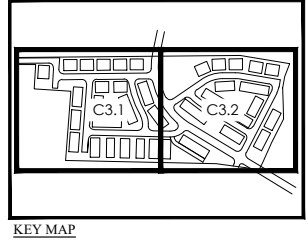
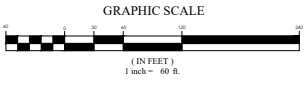
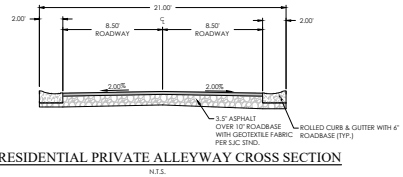
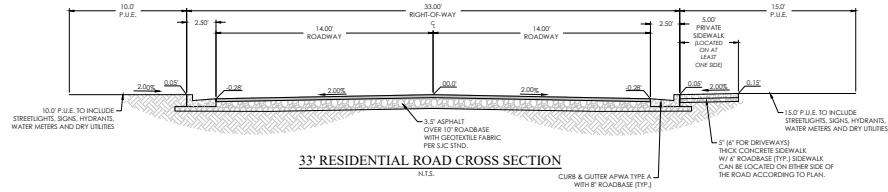
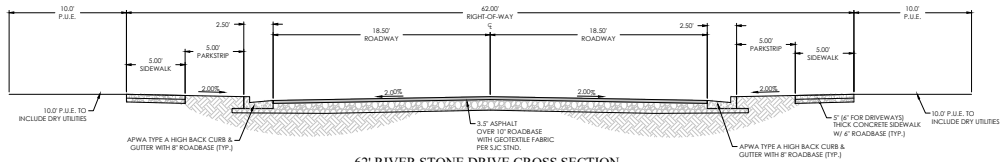
- NOTES**
- Owners of property legally described by this plat (the "Property") should familiarize themselves with all notes, lot information, easements, and other pertinent information contained within this plat and also with any conditions, covenants, and restrictions (CC&Rs) documents that may be recorded against the Property. Owners of the Property must comply with all notes, easements, CC&Rs, and other recorded documents related to his plat, to adhere to the notes, lot information, easements, CC&Rs, or other documents recorded against the Property could result in financial loss or changes in expected property use.
  - Many areas in the City of South Jordan have groundwater problems due to a high or fluctuating water table. City approval of this plat does not constitute representation by the city that building at any specified elevation will solve groundwater problems, if any.
  - Approval of this plat by South Jordan City does not mean that individual lot drainage to a road or retention facility is assured. Development and grading may necessitate swales and other drainage facilities to protect individual properties. Approval of this plat does not constitute representation by the City that swales and other drainage facilities are appropriate and maintained nor that drainage from adjacent properties is prevented.
  - The Owner certifies that the title report dated November 29, 2022, which was prepared by Old Republic National Title Insurance Company, was provided to Owner's surveyor and that the plat shows all easements and encumbrances listed in said title report.
  - This plat is subject to that certain Development Agreement dated and between the City of South Jordan and Riverpark Residential, LLC, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein and recorded on Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ of the Official Records of Salt Lake County.
  - All common areas, private drives and buildings are owned and will be maintained 14 by the management association.
  - All common areas and private drives to serve as public utility easements.
  - All common areas are also a storm drain easement in favor of South Jordan City.
  - All identified parcels are common area and will be owned and maintained by the management association.
  - The management association will maintain the irrigation, landscaping and any surface improvements and the City will maintain the underground storm drain system such as pipes, manholes, and clean out boxes.
  - South Jordan City owns and maintains the storm drain system in the public right of way and the management association owns and maintains the storm drain system outside of the public right of way, and if the project is ever sold to another entity or management group, the ownership and maintenance of the storm drain system stays with the ownership of the property and its management association. Shallow Sewer Depressure: Contractor shall verify sewer lateral depth and set foundation elevation to provide adequate fall into sewer lateral. Buildings with a basement may not have sewer service available for basement.
  - Parcels D, F, G, H, I, & J are common area and will be owned and maintained by the management association.
  - Parcel E hereby dedicated to South Jordan City for future ROW.

FOR  
REVIEW  
ONLY

THE RISE TOWNHOMES  
PHASE 2 FINAL PLAT  
LOCATED IN THE SE1/4 AND THE SW1/4 OF SECTION 14, T3S, R1W,  
SALT LAKE BASE & MERIDIAN  
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH







- LEGEND**
- BOUNDARY
  - ROW
  - CENTERLINE
  - LOT LINE
  - EASEMENT
  - 12" STORM DRAIN
  - 8" SANITARY SEWER
  - 8" CULINARY WATER
  - 8" SECONDARY WATER
  - CONTIGUOUS MAJOR
  - CONTIGUOUS MINOR
  - EXIST. STORM DRAIN
  - EXIST. SANITARY SEWER
  - EXIST. CULINARY WATER
  - EXIST. FENCE
  - EXIST. CONTIGUOUS MAJOR
  - EXIST. CONTIGUOUS MINOR
  - IRON
  - STREET LIGHT
  - 30" M.I. INLET AND COMBO
  - SEWER MANHOLE
  - CULINARY VALVE, TEE & BEND
  - SECONDARY VALVE, TEE & BEND
  - 2" WATER BLOW-OUT
  - FIRE HYDRANT
  - STREET MONUMENT (TO BE SET)
  - EXIST. STREET MONUMENT
  - EXIST. SIDEWALK & MHI
  - EXIST. SEWER MHI
  - EXIST. VALVE, TEE, & BEND
  - EXIST. FIRE HYDRANT
  - SPOT ELEVATION
  - WATER METER

Line Table

LINE	DIRECTION	LENGTH
L1	N59°44'02"W	17.98

FOR REVIEW ONLY

**THE RISE**  
SOUTH JORDAN, UT  
OVERALL SITE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		





Unit Type Key	
Twin Homes	20
Townhomes	122
Total Units	142
Property Acreage Acreage	17.813
Density/Acre	7.971706

Additional Townhomes	12
City Park Improvement Acreage	1.4
Total Units with additional Townhomes	154
Combined Site & Park Improvement Acreage	19.213
Density/Acre	8.0

Parking	
Garage Stalls	308
Driveways	240
Guest	76
Total	624
Parking/Unit	4.05

HATCHED AREA TO BE  
DEDICATED AS PUBLIC  
RIGHT OF WAY

### TYPICAL SETBACKS AND SITE DIMENSIONS

- 20' SETBACK AROUND PROPERTY PERIMETER
- 30' SETBACK FROM BACK OF CURB ALONG MAIN ROAD
- 5' OR 20' AT REAR LOAD DRIVEWAYS TO GARAGE DOOR
- 18.5' TO 20'+ AT FRONT LOAD DRIVEWAYS TO GARAGE DOOR
- 12' MINIMUM BETWEEN BUILDINGS





COLORS AND DOOR STYLES MAY VARY FROM CONCEPTUAL IMAGE SHOWN. SEE COLOR/MATERIAL BOARD FOR ACTUAL SELECTIONS.

## RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

TYPICAL FRONT  
LOAD BLDG TYPE 1  
- RENDERING

D101

15

Item H.2.





COLORS AND DOOR STYLES MAY VARY FROM CONCEPTUAL IMAGE SHOWN. SEE COLOR/MATERIAL BOARD FOR ACTUAL SELECTIONS.



The design information depicted herein is for informational purposes only. It is not intended to be used for construction or any other purpose. The design is the property of ek Think Architecture, LLC. All rights reserved. No part of this document may be reproduced without written permission from ek Think Architecture, LLC.

# RISE - DESIGN PACKAGE

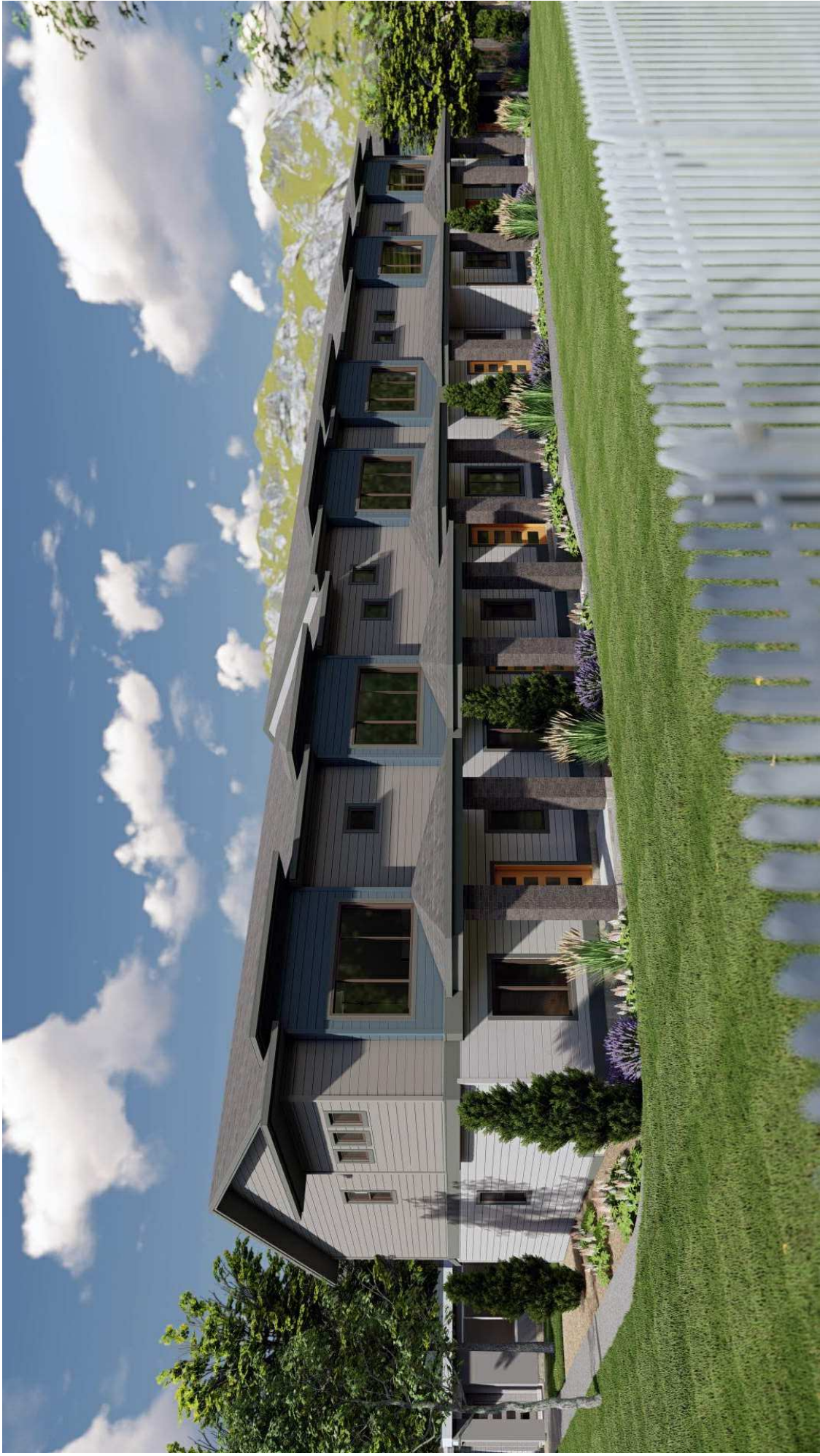
SOUTH JORDAN, UTAH

TYPICAL FRONT  
LOAD BLDG TYPE 1  
- RENDERING 2

D102  
15

Item H.2.





COLORS AND DOOR STYLES MAY VARY FROM CONCEPTUAL IMAGE SHOWN. SEE COLOR/MATERIAL BOARD FOR ACTUAL SELECTIONS.

## RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

TYPICAL REAR  
LOAD BLDG TYPE 2  
- RENDERING

D105  
15

Item H.2.





COLORS AND DOOR STYLES MAY VARY FROM CONCEPTUAL IMAGE SHOWN. SEE COLOR/MATERIAL BOARD FOR ACTUAL SELECTIONS.

## RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

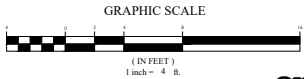
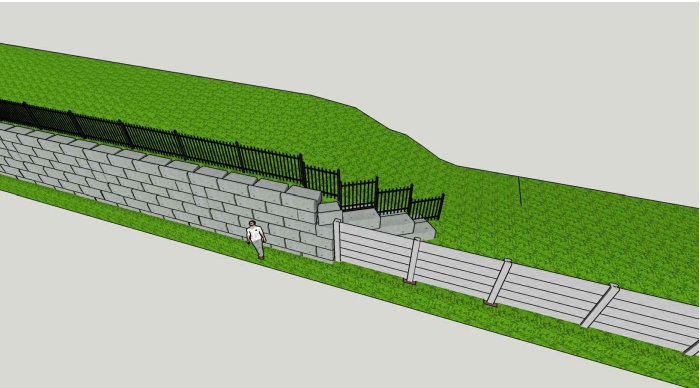
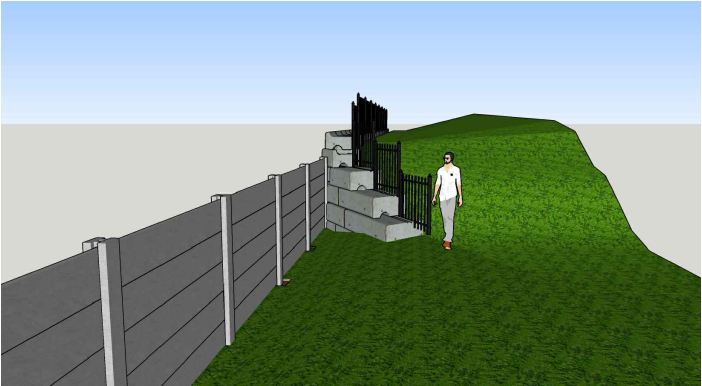
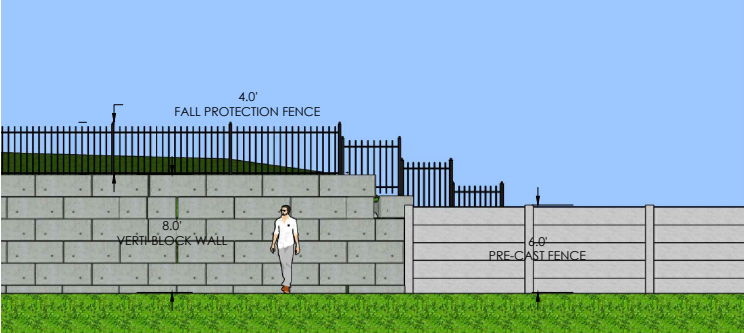
TYPICAL TWIN  
HOME BLDG TYPE  
- RENDERING

D106

Item H.2.

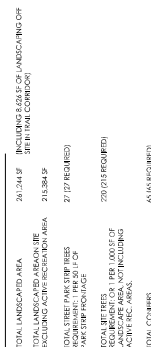
15





THE RISE TOWNHOMES  
SOUTH JORDAN, UT  
FENCING EXHIBIT

REVISION BLOCK		DESCRIPTION
#	DATE	
1		
2		
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4		
5		
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10		



1. **CONTRACT REVIEW AND APPROVAL:** The contract is reviewed by the Contract Review Committee (CRC) and approved by the Contract Review Committee (CRC) and approved by the Contract Review Committee (CRC).
2. **CONTRACT REVIEW AND APPROVAL:** The contract is reviewed by the Contract Review Committee (CRC) and approved by the Contract Review Committee (CRC).
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10. **CONTRACT REVIEW AND APPROVAL:** The contract is reviewed by the Contract Review Committee (CRC) and approved by the Contract Review Committee (CRC).



7/14/2023 9:03:24 AM

14081424 B: 11406 P: 126 Total Pages: 45  
 03/13/2023 02:11 PM By: adavis Fees: \$0.00  
 Rashelle Hobbs, Recorder, Salt Lake County, Utah  
 Return To: SOUTH JORDAN  
 1600 W TOWNE CENTER DR ATTN: RECORDER'S OFFICE SOUTH JORDAN, UT 84095

**WHEN RECORDED, RETURN TO:**

City of South Jordan  
 Attn: City Recorder  
 1600 West Towne Center Drive  
 South Jordan, Utah 84095

Affecting Parcel No: 27-14-401-023

**DEVELOPMENT AGREEMENT**

This Development Agreement (this "Agreement") is between the City of South Jordan, a Utah municipal corporation ("City") and Riverpark Residential, LLC, a Utah limited liability company ("Developer"). City and Developer are jointly referred to as the "Parties" and each may be referred to individually as "Party."

**RECITALS**

A. Developer owns certain real property identified as Salt Lake County Assessor Parcel Number 27-14-401-023 and located at 10657 South 1055 West, and which is more specifically described in attached Exhibit A (the "Property").

B. Developer intends to develop the Property consistent with the Concept Plan attached hereto as Exhibit B (the "Concept Plan"). The development of the Property as proposed on the Concept Plan is generally referred to as the "Project."

C. The City, acting pursuant to its authority under the Land Use Development and Management Act (as codified in Utah Code Ann. § 10-9a-102(2) et seq., hereafter the "Act") and the South Jordan City Municipal Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined that this Agreement is necessary and appropriate for the use and development of the Property within the City.

D. The Property is currently subject to the Planning and Land Use Ordinance of the City and is within the City's A-5 Zone.

E. The Developer desires to develop the Property in conformity with this Agreement and desires a zone change on the Property from A-5 to a base zone of R-M (applicable provisions attached hereto as Exhibit C) and further and subsequently rezoned and made subject to a Planned Development Floating Zone (the "PD Zone" with applicable provisions attached hereto as Exhibit D). The PD-Zone for the Property shall be referred to herein as the "Rise-PD Zone."

F. The Parties acknowledge that the purpose of the PD Zone is "to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council." (See City Code § 17.130.050.010.)



G. The Parties acknowledge that development in the PD Zone requires a development agreement specific to each area zoned as a PD Zone.

H. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to City, individually and collectively, in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

I. The City has determined that the proposed development contains features which advance the policies, goals, and objectives of the City's General Plan; preserve and maintain the open and sustainable atmosphere desired by the citizens of the City; contribute to capital improvements which substantially benefit the City; and will result in planning and economic benefits to the City and its citizens.

J. This Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution R2023-06 a copy of which is attached as Exhibit E.

K. The Parties acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves a zoning change from the A-5 zone to both the R-M Zone as the base zone and the PD Zone as a zoning overlay for the Property, and approves R2023-06 (Exhibit E).

L. The Parties, having cooperated in the drafting of this Agreement, understand and intend that this Agreement is a "development agreement" within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. § 10-9a-103(12) (2022).

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

#### **AGREEMENT**

1. **Recitals; Definitions.** The recitals set forth above 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 Act or City Code.

2. **Enforceability.** The Parties acknowledge that the terms of this Agreement shall be enforceable, and the rights of Developer relative to the Property shall vest, only if the City Council in its sole legislative discretion rezones the Property from the A-5 Zone to the R-M Zone as the base zone, rezones the Property with the Rise-PD Zone as the applicable PD Zone for the Property, and approves R2023-06 (Exhibit E).

3. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

4. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to the R-M Zone and the PD Zone under the City Code as of the Effective Date. If there is a discrepancy between the requirements of the City Code, including the R-M Zone or the PD Zone, and this Agreement, this Agreement shall control.

5. **Developer Obligations.**

- 5.1. Uses. Developer shall develop and use the Property to develop up to 20 twin homes and up to 134 townhomes in accordance with the Concept Plan.
- 5.2. Density. The Project is approved for 154 units as set forth herein. The Parties acknowledge that any density above 8.0 units/acre is explicitly granted by the City in exchange for Developer's off-site contributions set forth in Section 5.10 hereof.
- 5.3. Amenities. The Developer shall design and construct amenities on the Property as set forth in the Concept Plan and as otherwise detailed in Section 5.11.
- 5.4. Architecture and Building Materials. In addition to any other applicable design standards in the City's Code, the building architecture, elevations, materials, and general designs depicted in the attached Exhibit F are approved for use on the Property.
- 5.5. Fences. Developer shall install masonry (including RhinoRock, Verti-Crete, or similar artificial materials approved under the City Code) and fortress fencing according to the standards found within the City Code and in the locations depicted in the attached Exhibit G.
- 5.6. Landscaping. Developer shall comply with the City's water efficiency standards and other applicable landscaping requirements for the R-M and Rise-PD Zones.
- 5.7. Parking. Developer shall provide garage, driveway, and guest parking stalls for the Project as set forth in the Concept Plan.
  - 5.7.1. *No Parking Along 10840 South.* The Parties acknowledge that there will be no Project or other public parking along 10840 South. Developer shall pay for and install City-approved "No Parking" signs, according to the Manual on Uniform Traffic Control Devices or other applicable standards, in the public right-of-way for 10840 South. The Parties further acknowledge that this is a public right-of-way and, as such, parking enforcement on 10840 South will be the responsibility of the City.
- 5.8. Setbacks. Building setbacks shall be as depicted in the Concept Plan.
- 5.9. Subdivision Streets. In support of the City's pro-public street policies (as codified in City Code § 16.04.180) all of the roads within the Project will be public excepting only three alleys for rear-loaded units as depicted in the Concept Plan. Approved cross sections for all public and private roads within the Project are as depicted in the attached Exhibit H.
  - 5.9.1. *Alternative Access Road Design.* The Parties acknowledge that the existing 10840 South terminates at the boundary of the Property and parcel 27-14-401-026 (the "Adjacent Parcel"). The Owner of the Adjacent Parcel

(the “Adjacent Owner”) is not a party to this Agreement. Accordingly, the Parties agree to cooperate in working with the Adjacent Owner to coordinate the alignment of 10840 South as depicted in the Concept Plan (Exhibit B). The previous sentence notwithstanding, the City is under no obligation to condemn or take by eminent domain, the right-of-way needed to construct 10840 South on the Adjacent Parcel, and the Developer is under no obligation to pay any amount to the Adjacent Owner in consideration for the construction of 10840 South on the Adjacent Parcel. Accordingly, the Parties agree that if the Adjacent Owner is unwilling, unable, or otherwise incapable of facilitating the construction of 10840 South on the Adjacent Parcel as depicted in the Concept Plan (Exhibit B), then the road shift depicted in the attached Exhibit I is approved for construction by the Developer. In connection therewith, Developer will deposit security with the City to ensure that the alterations to the existing right-of-way are returned to their current condition. This security, terms, conditions, and the standards of use/return thereof, will be captured in a subsequent agreement between the Parties hereto. The Parties agree that if the Developer constructs 10840 South as depicted in Exhibit I, then the City will not seek any compensation, fees, costs, or other monies from Developer if/when Adjacent Owner connects to the 10840 South right-of-way.

5.9.2. *Exception to Approved Cross Section.* Developer agrees to build Early Morning Drive (between Morning Light Dr. and 1055 W) to a standard residential road width with 28ft of asphalt together with a 5ft wide curb adjacent sidewalk. Developer agrees to sign Early Morning Dr. as a one way road (eastbound only) per the MUTCD standards. Developer agrees to install two (2) surface mounted concrete islands on each end of Early morning Dr. to block the westbound lane of the road. The concrete island shall be installed per City standards and marked with appropriate object marker signs.

5.10. Off-Site Amenities. In exchange for the uses and intensity of uses approved for the Project, Developer agrees to donate \$575,000 (the “Donation”) to the City for the City’s design (estimated \$25,000) and construction (estimated \$550,000) of up to six pickleball courts in the East River Front Park east of the all-abilities playground (the “Off-Site Amenities”). In addition, the City may use part of the Donation to install signage in or around the City’s cemetery on 1055 West as additional traffic mitigation measures. If the actual cost to the City of the design and construction of the Off-Site Amenities and installation of signs pursuant to Section 5.13 hereof (together the “Actual Costs”) is less than the Donation, then the City shall reimburse the Developer in an amount equal to the difference of the Actual Costs and the Donation.

5.10.1. *Timing of Donation and Construction of Off-Site Amenities.* Developer shall remit the Donation to the City within 90 days of the Effective Date. City agrees to design and construct the Off-Site Amenities within 24



months of the Effective Date.

- 5.11. **On-Site Amenities; Timing of On-Site Amenities.** Developer shall design and construct certain amenities within the Project (collectively the “On-Site Amenities” or “On-Site Amenity”). The general location and type of On-Site Amenities are depicted in the attached Exhibit J. Developer will begin construction and installation of the first On-Site Amenity upon the City’s issuance of the 30<sup>th</sup> building permit for the Project. The Developer anticipates completing all of the On-Site Amenities in a timely manner that reasonably coincides with the progression of the development of the Project as a whole. The City may withhold the final 15 building permits for the project if, upon Developer’s application for the final 15 building permits, Developer has not achieved substantial completion of the On-Site Amenities.
- 5.12. **Right-of-Way Improvements along 1055 West.** The Developer shall install, or pay to the City a fee-in-lieu in an amount equal to the installation, the right-of-way improvements along the portion of 1055 West that borders the Project (the “1055 ROW Improvements”). For purposes of this Section 5.12, the scope of the “1055 ROW Improvements” shall include widening of the road, curb, gutter, sidewalk and dedicating the improvements as public right-of-way as required in the City Code, including City’s Construction Standards and Specifications, and the South Jordan Transportation Master Plan.
6. **City Obligations.** City shall review development applications with respect to the Property in a timely manner, consistent with City’s routine development review practices and in accordance with all applicable laws and regulations including Utah State Code § 10-6-160 *et seq.*
7. **Plat Language.** The final plat for the Project shall contain the following language in a note:
 

*This plat is subject to that certain Development Agreement dated \_\_\_\_\_, by and between the City of South Jordan and Riverpark Residential, LLC, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein and recorded on \_\_\_\_\_ as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Official Records of Salt Lake County.*
8. **Minor Changes.** The Planning Department, after conferring with the City Manager, may approve minor modifications to the Developer Obligations which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.
9. **Vested Rights and Reserved Legislative Powers.**
  - 9.1. **Vested Rights.** Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Project during the term of this Agreement in accordance with: (i) the R-M-6 Zone; (ii) the Rise-PD Zone designation; (iii) the City Code in effect as of the Effective Date; and (iv) the terms of this Agreement.
  - 9.2. **Reserved Legislative Powers.** Developer acknowledges that 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 City all of its police power that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in 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 change affecting the vested rights of the Property shall be of general application to all development activity in City and Salt Lake County; and, unless in good faith City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

10. **Term.** 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; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

11. **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 following addresses 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 ten days before the date on which the change is to become effective:

If to City:                      City of South Jordan  
    Attn: City Recorder  
    1600 West Towne Center Drive  
    South Jordan, Utah 84095

If to Developer:              Riverpark Residential, LLC  
    Attn: Bryan Flamm  
    14034 South 145 East, Suite 204  
    Draper, Utah 84020

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

13. **No Waiver.** Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such 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.

14. **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 this

Agreement.

15. **Authority.** The Parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and City warrant to each other that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each individual is signing. Developer represents to City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

16. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain 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.

17. **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 or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

18. **Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

19. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties shall 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.

20. **Remedies.** If either Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

21. **Attorney's Fees and Costs.** If either Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

22. **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.

23. **No Third Party Rights.** The obligations of Developer and 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.

24. **Assignment.** Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement. Developer shall remain obligated for the performance of this Agreement until it receives a written release from the City. The City shall grant a written release upon a showing that the Assignee is financially and otherwise capable of performing the obligations of the Agreement.

25. **No Agency Created.** Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

26. **Dispute Resolution.** In the event of a dispute regarding the meaning, administration or implementation of this Development Agreement the parties shall meet and confer and attempt to resolve the dispute. If this is unsuccessful the parties shall engage in formal mediation within thirty days of the unsuccessful meeting. The parties shall mutually agree upon a single mediator and Developer shall pay the fees of the mediator. If the dispute remains unresolved after mediation the Parties may seek relief in the Third District Court for Salt Lake County, State of Utah.

27. **Table of Exhibits.** The following exhibits attached hereto and referred to herein are hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein:

Exhibit A	Property Legal Description
Exhibit B	Concept Plan
Exhibit C	R-M Zone Provisions
Exhibit D	PD Zone Provisions
Exhibit E	Resolution R2023-06 Approving Rise Development Agreement
Exhibit F	Approved Architecture, Elevations, Materials, and General Design
Exhibit G	Fencing Standards and Locations
Exhibit H	Approved Road Cross Sections
Exhibit I	Road Shift
Exhibit J	On-Site Amenities

To evidence the Parties' agreement to this Agreement, each Party has executed it on the date stated under that Party's name, with this Agreement being effective on the date stated in Section 3.

## CITY OF SOUTH JORDAN

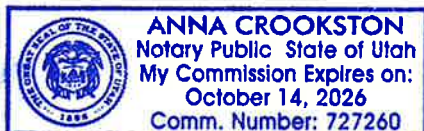
Signature: *Dawn R Ramsey*  
 Print Name: Dawn R Ramsey  
 Title: Mayor  
 Date: 03/09/2023

APPROVED AS TO FORM

*Ryan W. Jose*  
 Office of the City Attorney

STATE OF UTAH                    )  
   :SS  
 COUNTY OF SALT LAKE        )

On this 9 day of March, 2023, personally appeared before me DAWN R. RAMSEY, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the Mayor of the City of South Jordan and that said document was signed by her in behalf of the City of South Jordan by authority of its City Council, and DAWN R. RAMSEY further acknowledged to me that said Corporation executed the same.



*Anna Crookston*  
 NOTARY PUBLIC



**DEVELOPER**

RIVERPARK RESIDENTIAL, LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF UTAH                    )  
   :SS  
 COUNTY OF SALT LAKE        )

On this 1<sup>st</sup> day of March, 2023, personally appeared before me BRYAN FLAMM, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Riverpark Residential, LLC and that said document was signed by him in behalf of Riverpark Residential, LLC by authority of its governing body, and BRYAN FLAMM further acknowledged to me that he executed the same.



\_\_\_\_\_  
 NOTARY PUBLIC

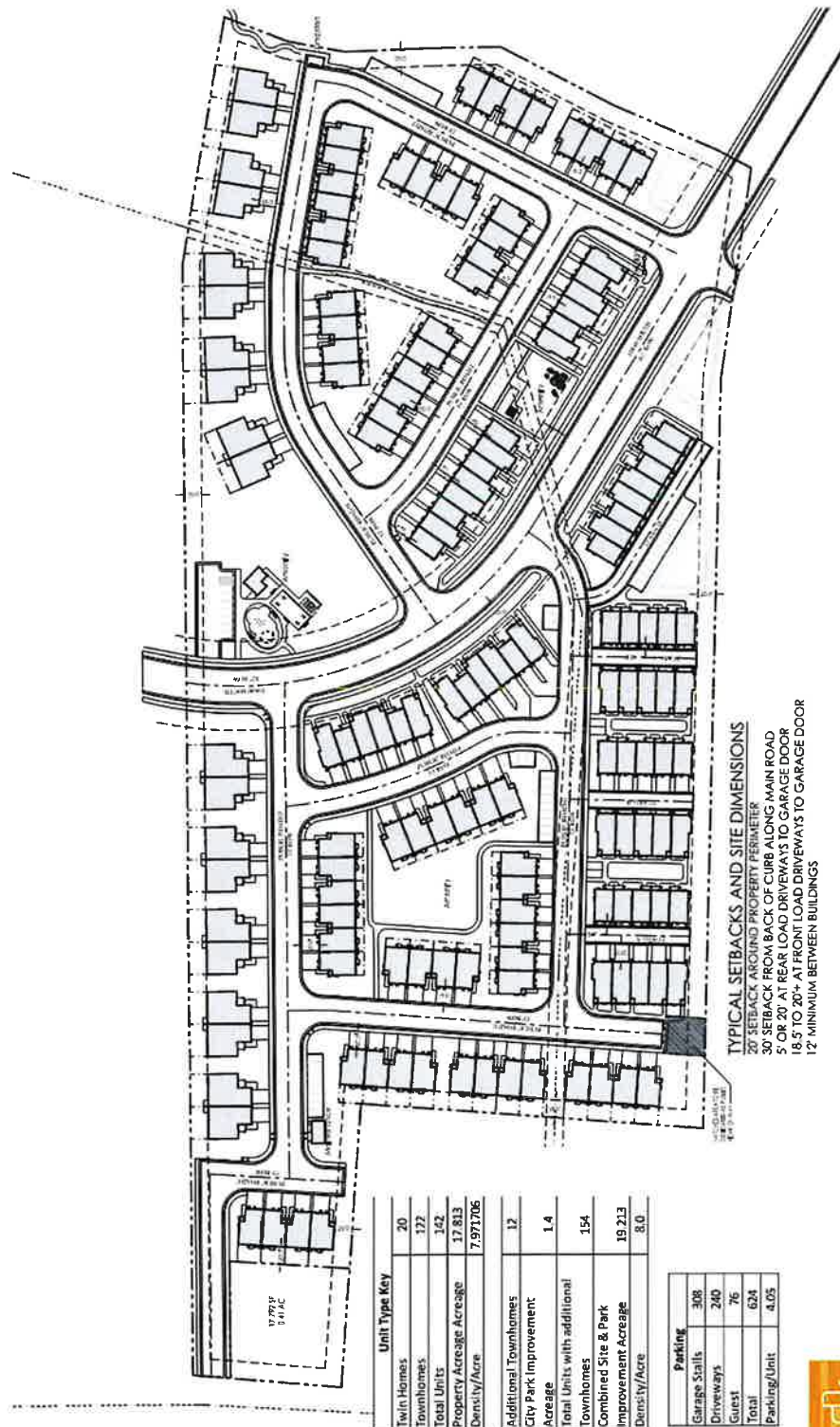
**EXHIBIT A***(Legal Description for the Property)***SURVEY DESCRIPTION****Entire "Rise Townhomes" Parcel**

A part of the Southeast Quarter and the Southwest Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being located in South Jordan, Utah, being more particularly described as follows:

Beginning at a point located on the westerly side of Lot 17A, RIVERPARK CORPORATE CENTER SUBDIVISION – RETAIL PHASE 2, according to the official plat thereof of recorded February 12, 2008 as Entry No. 10345465 in Book 2008P at Page 33, in the office of the Salt Lake County Recorder, said point being S00°24'12"W 499.21 feet along the Section line and N89°35'48"W 1,277.35 feet from the East 1/4 Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence along said plat the following six (6) courses: (1) S21°17'11"W 77.66 feet; thence (2) S10°38'34"W 65.51 feet; thence (3) S02°07'19"E 99.35 feet; thence (4) S01°02'49"E 77.84 feet; thence (5) S27°24'17"W 146.95 feet; thence (6) S23°28'27"W 125.50 feet to a southwesterly corner of said subdivision; thence along a boundary described in that certain Warranty Deed recorded October 15, 2018 as Entry No. 12867392 in Book 10721 at Page 5285 in the office of the Salt Lake County Recorder, S27°50'39"W 45.34 feet to a northeasterly corner of a boundary described in that certain Warranty Deed, recorded on December 31, 2012 as Entry No. 11547173 in Book 10093 at Page 5725 in the office of the Salt Lake County Recorder; thence along said deed the following two (2) courses: (1) N81°57'57"W 243.90 feet; thence (2) N88°44'53"W 855.27 feet to a point on a boundary line described in that certain Warranty Deed recorded on December 2, 2005 as Entry No. 9570739 in Book 9225 at Page 3334 in the office of the Salt Lake County Recorder; thence along said deed the following two (2) courses: (1) N04°16'11"E 392.11 feet; thence (2) N86°07'49"W 324.43 feet to a point of the easterly right-of-way line of 1055 West Street; thence along said easterly right-of-way line N04°57'08"E 170.21 feet to a point on an existing fence line; thence along said existing fence line and the extension thereof N89°27'35"E 1,269.26 feet to the extension of a fence line; thence to and along said fence line S80°22'10"E 285.19 feet to the point of beginning.

Contains: 17.81 acres+/-

**EXHIBIT B**  
(Concept Plan)



**Concept Plan**  
Rise, South Jordan, Utah

February 1, 2023





**EXHIBIT C**  
(R-M Zone Provisions)

**CHAPTER 17.40 RESIDENTIAL ZONES**

**17.40.010: PURPOSE**

**17.40.020: DEVELOPMENT AND DESIGN STANDARDS**

**17.40.030: OTHER REQUIREMENTS**

**17.40.010: PURPOSE**

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for single-family residential areas in the city. This chapter shall apply to the following residential zones as established in chapter 17.20, "Zone Establishment", of this title: R-1.8, R-2.5, R-3, R-4, R-5, and R-M zones. Uses may only be conducted in residential zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use and other associated use regulations may be found in chapter 17.18, "Uses", of this title.

**17.40.020: DEVELOPMENT AND DESIGN STANDARDS**

A. Development Review: Uses proposed in residential zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in residential zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as otherwise allowed under state law.

B. Lot Area: The area of any lot in residential zones shall not be less than the minimum lot area requirement identified in the minimum lot area table below. Every portion of a parcel being subdivided shall be included as a lot or lots in the proposed subdivision plat, right of way or as common, limited common or private ownership.

<b>Zone</b>	<b>Minimum Lot Area (Square Feet)</b>
R-1.8	14,520
R-2.5	12,000
R-3	10,000
R-4	8,000
R-5	6,000
RM	5,000

C. Lot Density: The maximum gross density (number of lots or primary dwelling units per acre) in any residential development in a residential zone shall not exceed the density shown in the lot density table below. The primary dwelling density of each area zoned R-M shall be determined, according to the densities established in the lot density table, with approval of a rezoning application per chapter 17.22, "Zoning Amendments", of this title and indicated on the official zoning map with a numerical suffix matching the approved density.

<b>Zone</b>	<b>Maximum Gross Density</b>
R-1.8	1.8
R-2.5	2.5
R-3	3
R-4	4
R-5	5

RM-5	5
RM-6	6

D. Lot Width And Frontage: Each lot or parcel in a residential zone shall have a minimum lot width not less than the dimension in the minimum width column of the lot width and frontage table below. The minimum lot width shall be measured at the minimum front yard requirement (see subsection F of this section) that shall be determined from a point which corresponds to the midpoint of the front lot line. Each lot or parcel shall abut the right of way line of a public street a minimum distance not less than the dimension in the frontage (standard) column of the lot width and frontage table below, except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right-of-way or landscaped open space a minimum distance not less than the dimension in the frontage (diverged) column.

Zone	Minimum Width	Frontage (Standard)	Frontage (Diverged)
R-1.8	90'	90'	50'
R-2.5	90'	90'	50'
R-3	85'	85'	50'
R-4	80'	80'	50'
R-5	75'	75'	50'
R-M-5	65'	65'	40'
R-M-6	60'	60'	40'

E. Lot Coverage: The area of lot, parcel or private ownership area in a residential zone covered by buildings shall not exceed the percentage identified in the lot coverage table below of the total lot, parcel or private ownership area.

Zone	Maximum Building Coverage
R-1.8	40%
R-2.5	40%
R-3	40%
R-4	40%
R-5	50%
RM-5	50%
RM-6	60%

F. Yard Area: The yard area (setback) requirements below shall apply in all residential zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or from the boundaries of private ownership areas. A land use permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

1. Main Buildings: Minimum yard area requirements for main buildings are as follows:

Zone	Front Yard (Interior And Corner Lots)	Garage Opening <sup>1</sup> (Front Or Street Side)	Front Yard (Cul-De- Sac Lots)	Side Yard (Standard)	Side Yard (Corner Lot Street Side)	Rear Yard (Interior Lot)	Rear Yard (Corner Lot)
R-1.8	30'	30'	25'	10'	30'	25'	10'
R-2.5	25'	30'	20'	10'	25'	25'	10'
R-3	25'	30'	20'	10'	25'	25'	10'

R-4	20'	25'	20'	8'	20'	20'	10'
R-5	20'	25'	20'	8'	20'	20'	10'
R-M-5	20'	25'	20'	8'	10'	20'	10'
R-M-6	20'	25'	20'	8'	10'	20'	10'

Note: <sup>1</sup>The garage opening minimum yard area requirement shall apply to garages when the garage opening faces the street, otherwise the front yard minimum yard area shall apply. The garage opening minimum yard requirement shall be 25 feet to any street-facing garage opening in a cul-de-sac.

2. Accessory Buildings: Minimum yard area requirements for accessory buildings are as follows:

- a. Location: Accessory buildings may not be located between the front building line of a main building and the right-of-way that determines the front yard area.
- b. Side Yard: An accessory building may be located in a side yard, including a street side, if located no closer than the minimum side yard requirement for the main building pursuant to this subsection F, except that accessory buildings less than ten feet (10') in height and not containing habitable space may be located no closer than five feet (5') from the side property line.
- c. Rear Yard: An accessory building may be located in a rear yard no closer than three feet (3') from the side or rear property line or boundary and increased by one foot (1') for each foot of building height in excess of sixteen feet (16'), except that the setback shall be increased to no closer than five feet (5') from the side or rear property line or boundary when adjacent to a right-of-way, which shall be increased by one foot (1') for each foot of building height in excess of sixteen feet (16').

3. Buildings Used To Shelter Animals: Buildings used for the housing or shelter of animals shall be located a minimum distance of forty feet (40') from any existing dwelling or neighborhood street right-of-way or, if approved with a conditional use permit, a minimum of twenty feet (20') from any collector street right-of-way line.

4. Projections: The following may be erected on or projected into any required yard space in Residential Zones:

- a. Fences and walls in conformance with this Code.
- b. Agricultural crops and landscape elements, including trees, shrubs and other plants.
- c. Utility or irrigation equipment or facilities.
- d. Decks not more than two feet (2') high.
- e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks, awnings or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.
- f. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building no greater than eight feet (8') wide and extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.

G. Parking And Access: Parking areas and vehicle access in Residential Zones shall meet the requirements of title 16, chapter 16.26, "Parking And Access", of this Code, chapter 17.18, "Uses", of this title, and title 10 of this Code (Traffic Code). A driveway may only directly access a collector or arterial street with approval of the Utah Department of Transportation ("UDOT") for UDOT streets or with approval of the City Engineer for City streets.

H. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply in Residential Zones.

1. **Utility Screening:** In nonresidential developments, all mechanical equipment, antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles in nonresidential developments shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings.
2. **Incompatible Land Use Screening:** Incompatible land uses, including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as required by the development approval.
3. **Rear And Side Yard Fencing:** A maximum six foot (6') high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.
4. **Front Yard Fencing:** A maximum four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or nonobscuring vinyl picket fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street, except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be constructed along lot lines to the right-of-way or sidewalk but may not be greater than three feet (3') high. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the fence panel.
5. **Clear Vision:** Landscape materials, except for mature trees that are pruned at least seven feet (7') above the ground, and fences shall be no greater than three feet (3') high within a ten foot (10') triangular area formed by the edge of a driveway and the street right-of-way line or within a thirty foot (30') triangular area formed by the right-of-way lines of intersecting streets. Lesser clear vision triangular areas may be approved by the City Engineer based on traffic speeds, flow, volumes and other traffic related variables.
6. **Collector Street Fencing:** Any single-family residential rear or side yard fence erected or maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right-of-way in a Residential Zone shall be constructed according to section 16.04.200 of this Code.

**I. Architecture:** The following exterior materials and architectural standards are required in Residential Zones:

1. **General Architectural Standards:**
  - a. All building materials shall be high quality, durable and low maintenance.
  - b. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.
  - c. Signs shall meet requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
  - d. Main buildings shall be no greater than thirty five feet (35') high.
2. **Architectural Standards For Main Buildings:**
  - a. Residential main buildings shall include a minimum two car garage (minimum twenty-two feet (22') by twenty-two feet (22'), or an approved equivalent area).
  - b. The minimum total floor area, finished and unfinished, of any residential main building shall be one thousand (1,000) square feet not including a garage.
  - c. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.
3. **Architectural Standards For Accessory Buildings:**



- a. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.
- b. The footprint of accessory buildings in the R-2.5, R-3, R-4, R-5 and R-M Zones shall not exceed sixty percent (60%) of the footprint of the main building, including the footprint of an attached garage, except that the Planning Commission may approve a conditional use permit for an accessory building with a footprint that is greater than sixty percent (60%) but in no case shall exceed the footprint of the main building. In the R-1.8 Zone, the footprint of an accessory building, such as a barn or a stable, shall not exceed the footprint of the main building, except with a conditional use permit approved by the Planning Commission.
- c. Any portion of an accessory building within twenty feet (20') of a property line shall meet the following requirements, except as approved by the Planning Commission as a conditional use permit:
  - (1) Openings (e.g., windows and doors) that are visible from the property line shall not be located in an exterior wall when the floor height exceeds four feet (4') above grade.
  - (2) The average wall height shall not exceed sixteen feet (16') above grade.
- d. Accessory buildings with a footprint exceeding two hundred (200) square feet shall be constructed with a minimum one to twelve (1:12) roof pitch in the R-1.8 Zone, and a minimum three to twelve (3:12) roof pitch over a majority of the structure in all other Residential Zones.
- e. Applications for a conditional use permit under subsections I3a, I3b and I3c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting.

J. Landscaping: The following landscaping requirements and standards shall apply in Residential Zones. Landscaping in Residential Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.

- 1. The front and street side yards of single-family lots shall be fully improved and properly maintained with not less than fifty percent (50%) of the yard area landscaped and not less than fifty percent (50%) of the required landscaped area covered in acceptable live plant material unless otherwise approved with a conditional use permit.
- 2. All collector street and other public and private park strips in Residential Zones shall be improved and maintained by the adjoining property owners according to specifications adopted by the City unless otherwise allowed with development approval.
- 3. Where an adjacent park strip in a residential right-of-way is a minimum of five feet (5') wide, park strip improvements shall include one shade tree that is a minimum two inch (2") caliper, for every fifty feet (50') of frontage and spaced evenly throughout the landscaped portion of the park strip. Park strip trees shall be consistent with the "Streetscape Tree Species for South Jordan City" list.
- 4. In developments that have a principal use other than single-family, detached, the following landscaping requirements shall apply:
  - a. All areas of developments not approved for parking, buildings, recreation facilities, access, other hard surfaces, or otherwise exempted with development

approval shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.

b. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sports or play areas, is required. At least thirty percent (30%) of all required trees shall be a minimum seven foot (7') evergreen. Deciduous trees shall be a minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally spaced, except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.

c. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of each parking row. Planters shall be at least five feet (5') wide.

d. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.

e. All landscaped areas shall be curbed.

5. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any area so included and perpetually preserved as open space may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.

6. All required landscaping in yard areas and open spaces shall be installed prior to occupancy unless deferred pursuant to section 16.04.300, "Deferred Improvements", of this Code.

7. Property owners shall properly irrigate and maintain all landscaped areas, including those in adjacent public rights-of-way that are not maintained by the City.

8. Required trees may not be topped and required landscape material may not be removed in Residential Zones without City approval.

9. Dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

#### K. Lighting:

1. A lighting plan shall be submitted with all new nonresidential developments in Residential Zones.

2. Lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.

3. Lighting fixtures in all developments that have a principal use that is not agricultural or residential shall be architectural grade and consistent with the architectural theme of the development.

4. Lighting fixtures on public property shall be approved by the City Engineer.

L. Streets: Streets in Residential Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Residential Zones unless otherwise provided for in this chapter.

### 17.40.030: OTHER REQUIREMENTS

A. Grading: All developments shall be graded as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge all roof drainage onto the subject lot or parcel.

B. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.

C. Phasing Plan: A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.

D. Common Areas: All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.

E. Prior Created Lots: Lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a Residential Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter.

F. Approval: Before building permits are issued, all projects shall have been approved according to the provisions and requirements of this Code and the applicable plat recorded with the Salt Lake County Recorder's Office.

G. Open Space: Any open space provided within a subdivision to be jointly owned, maintained and preserved by a homeowners' association and/or special assessment area acceptable to the City shall be labeled and recorded as common area or as a perpetual open space easement. Private yard areas may not be counted as required open space. The City may determine the location of open space in a subdivision by considering topography, drainage or other land features. The City may require a cash bond or a letter of credit to guarantee installation of improvements.

H. Developer Requirements: Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to the City for staff review. The CC&Rs shall be recorded concurrently with the final plat and, except where the City has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:

1. An opinion of legal counsel licensed to practice law in the State that the project meets requirements of State law.
2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to City conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by City staff and approved by the Planning Commission.
3. Language consistent with section 17.04.300 of this title.

**EXHIBIT D**  
*(PD Zone Provisions)*

**17.130.050: PLANNED DEVELOPMENT FLOATING ZONE**

**17.130.050.010: PURPOSE**

**17.130.050.020: ESTABLISHMENT**

**17.130.050.030: AMENDMENTS**

**17.130.050.010: PURPOSE**

The purpose of the Planned Development Floating Zone (PD) is to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council. The PD may be applied to specific geographical areas ("districts") in circumstances that address a unique situation, confer a substantial benefit to the City, or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by standard zoning and development provisions. Such circumstances may include, but are not limited to: improvements in open space and amenities, environmental and resource preservation, tree and vegetation protection, slope accommodations, improved infrastructure efficiency, exceptional and innovative site or building design, increased public benefits, and complementary integrated land uses. The City Council shall consider the purpose of the base zone and the impacts on and from surrounding properties when approving a PD District.

**17.130.050.020: ESTABLISHMENT**

**A. Procedure:**

1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.

2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. The development plan shall be approved by development agreement in conjunction with the rezoning approval.

3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone.

**B. Development Plan Requirements:**

1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to standard zoning and development provisions.



2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.
3. A development plan shall also include:
  - a. Site plan/conceptual subdivision plan;
  - b. Circulation and access plan;
  - c. Building elevations, materials, and colors;
  - d. Landscape and open space plan;
  - e. Signage plan;
  - f. Lighting plan; and
  - g. Allowed uses.

**C. Prohibited:**

1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).

**D. Effect Of Approval:**

1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect, unless such provisions are expressly waived or modified by the approved development plan and/or development agreement.
2. An approved PD District shall be shown on the zoning map by a "-PD" designation after the designation of the base zone district.
3. No permits for development within an approved PD District shall be issued by the City unless the development complies with the approved development plan.
4. The Planning Director may authorize minor deviations from an approved development plan to resolve conflicting provisions or when necessary for technical or engineering considerations. Such minor deviations shall not affect the vested rights of the PD District and shall not impose increased impacts on surrounding properties.

**E. Vested Rights:**

1. A property right that has been vested through approval of a PD District shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the City Council through an approved PD District.
2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the Planning Director based on significant progress otherwise demonstrated by the applicant. A project that has not substantially commenced may, at the discretion of the property owner, develop according to the base zone. A project that has substantially commenced shall not deviate, in whole or in part, from the approved PD District, unless amended per section 17.130.050.030 of this section 17.130.050.

**17.130.050.030: AMENDMENTS**

Any application to amend an approved PD District shall be processed as a zone text amendment, except that an application to extend the district boundaries shall be processed as a rezone. Any amendment to an approved PD District requires that the corresponding development agreement also be amended.

**EXHIBIT E**  
*(Resolution R2023-06)*

[TO BE INSERTED]

## RESOLUTION R2023-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE CITY AND THE DEVELOPER TO ENTER INTO A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY LOCATED AT 10657 S. 1055 W.**

**WHEREAS**, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the "City") and is authorized to enter into development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102, *et seq.*; and

**WHEREAS**, the City has entered into development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

**WHEREAS**, the Developer now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property generally located at 10657 S. 1055 W.; and

**WHEREAS**, the City Council of the City of South Jordan (the "City Council") has determined that it is in the best interest of the public health, safety, and welfare of City to enter into a development agreement for the orderly development of the Property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:**

**SECTION 1. Authorization to Sign Development Agreement.** The City Council hereby authorizes the Mayor to sign the Development Agreement, attached hereto as **Exhibit 1**.

**SECTION 2. Severability.** If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
ON THIS 11 DAY OF January, 2023 BY THE FOLLOWING VOTE:

YES NO ABSTAIN ABSENT

Patrick Harris  
Bradley Marlor  
Donald Shelton  
Tamara Zander  
Jason McGuire

X			
X			
X			
X			
	X		

Mayor:

Dawn R. Ramsey  
Dawn R. Ramsey

Attest:

Anna C. Marston  
City Recorder

Approved as to form:

Gregory M. Simonsen  
Gregory M. Simonsen (Jan 12, 2023 10:11 MST)

Office of the City Attorney





**EXHIBIT F**  
*(Approved Architecture, Elevations, Materials, and Design)*



TYPICAL FRONT  
LOADS: TYPE 1  
- RENDERING  
**D101**  
15 AUG, 2022

**RISE - DESIGN PACKAGE**  
SOUTH JORDAN, UTAH





TYPICAL FRONT  
LOAD BLOC TYPE 1  
- RENDERING 2

D102  
16 AUG. 2022

## RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH



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TYPICAL REAR  
LOAD BLDG TYPE 2  
- RENDERING

D105

16 AUG. 2022

## RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH



ek Think  
Architecture





TYPICAL TOWN  
HOME BUILD TYPE  
-RENDERING

D106

15 AUG. 2022

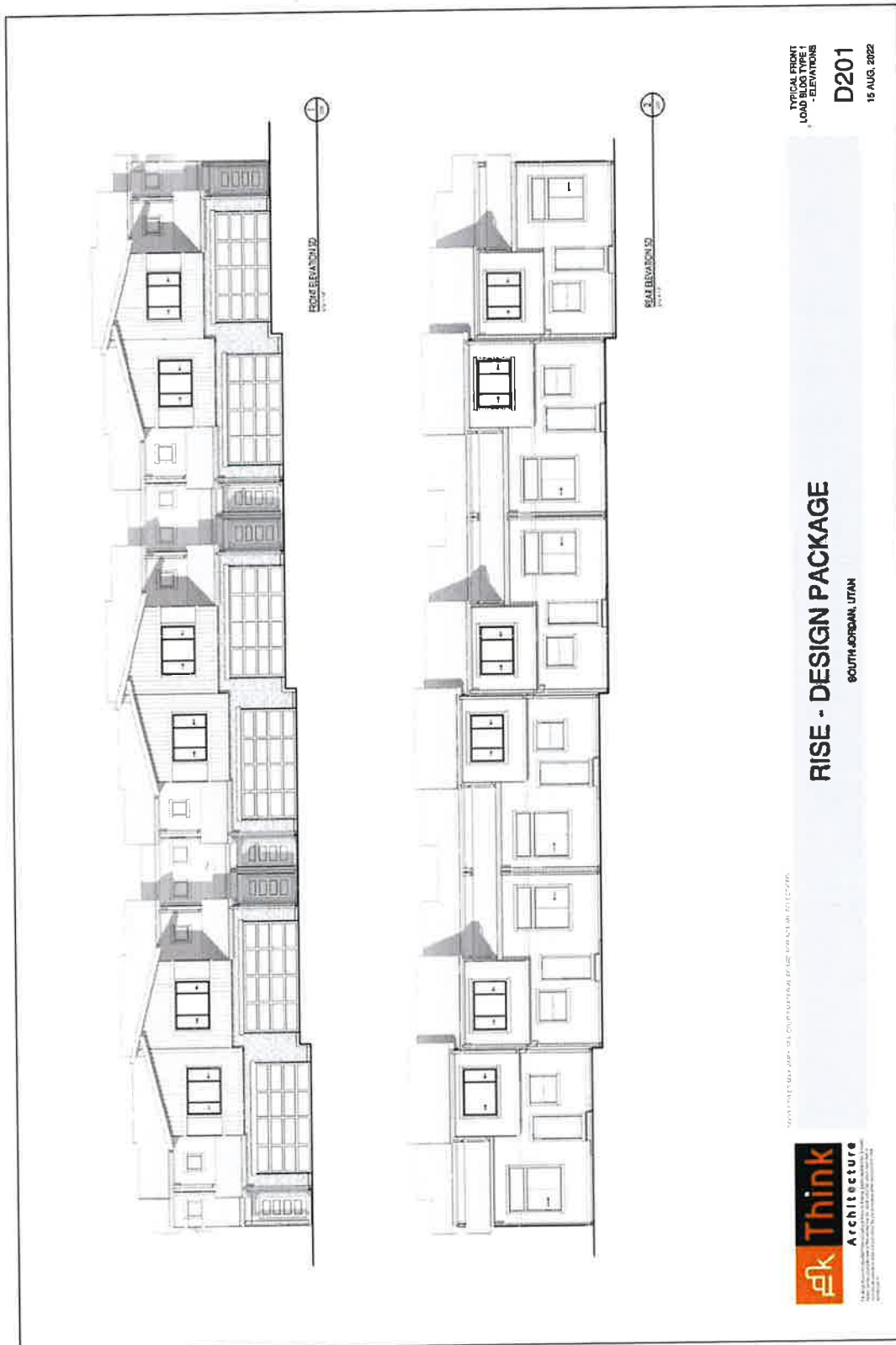
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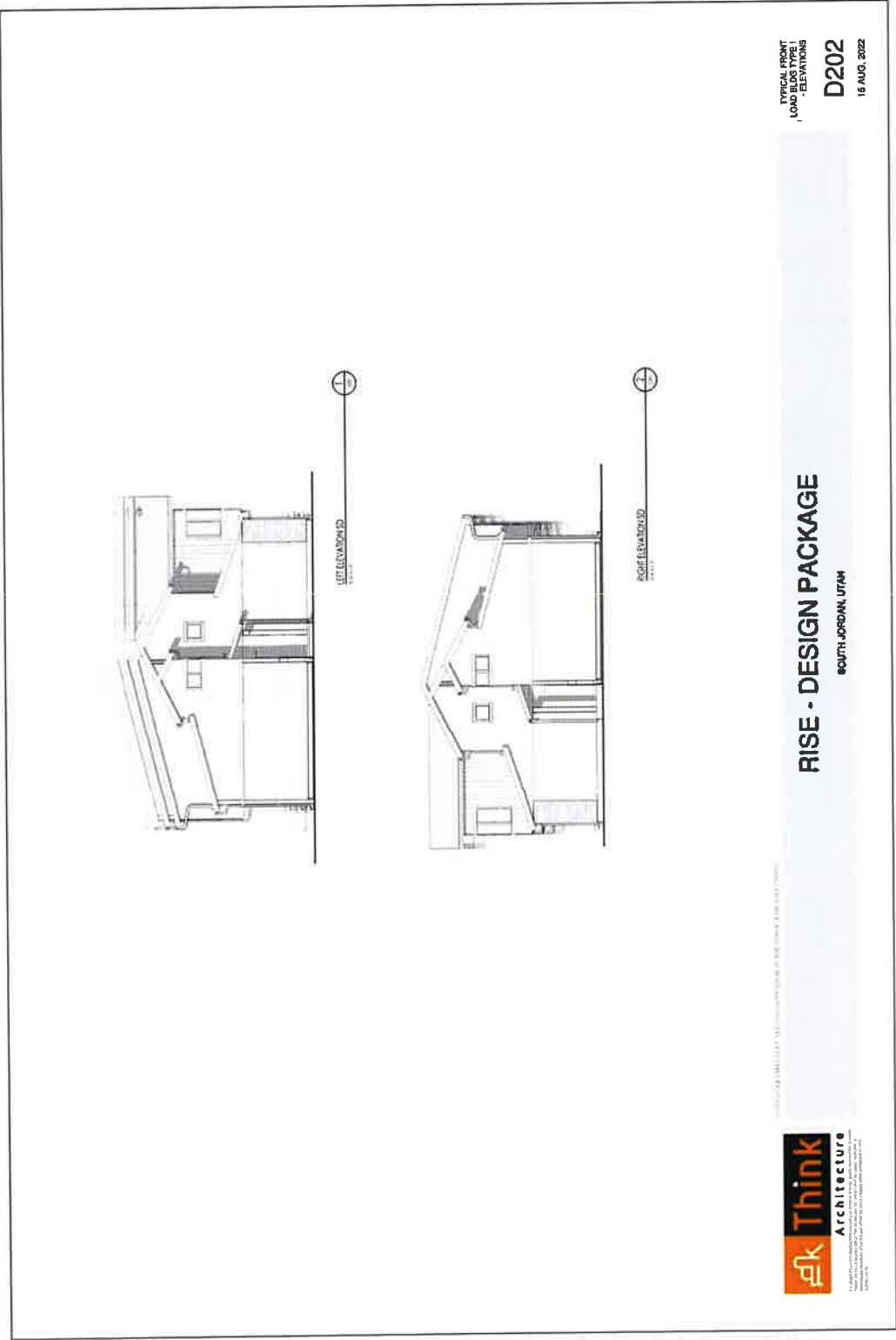
SOUTH JORDAN, UTAH

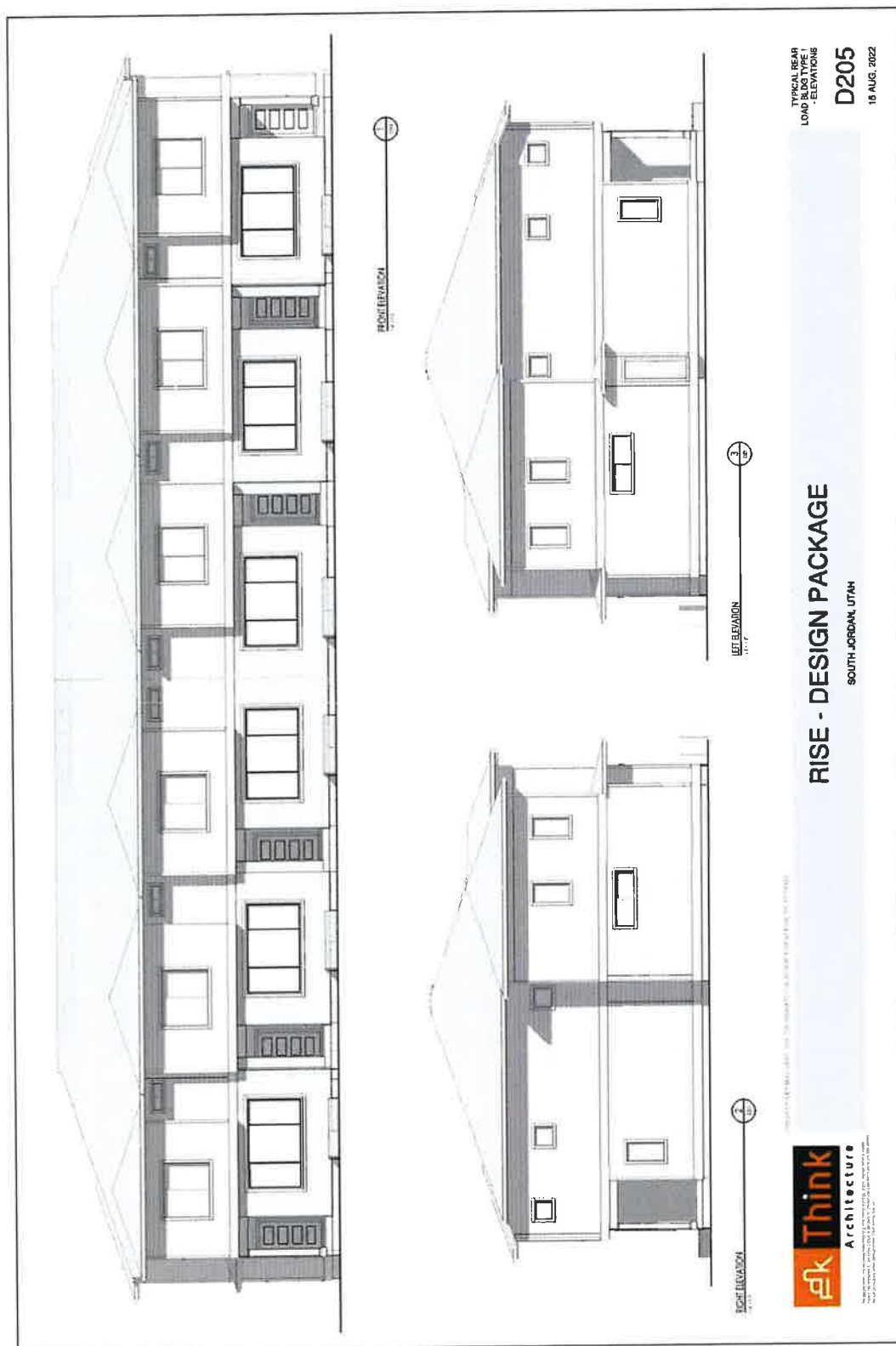


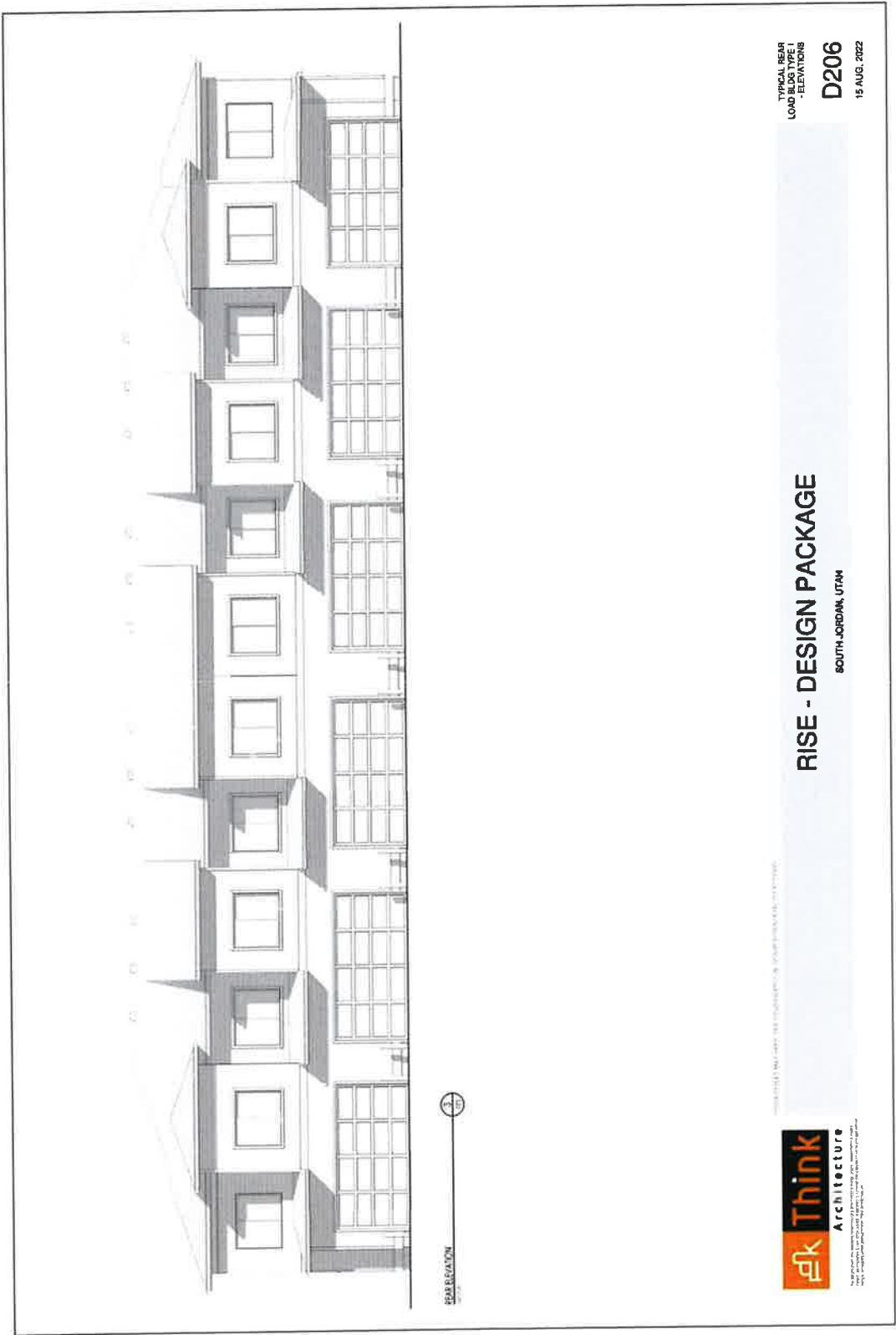
CAUTION: PHOTOGRAPHY IS FOR ILLUSTRATION PURPOSES ONLY. SEE CONTRACT MATERIALS FOR ACTUAL SPECIFICATIONS.



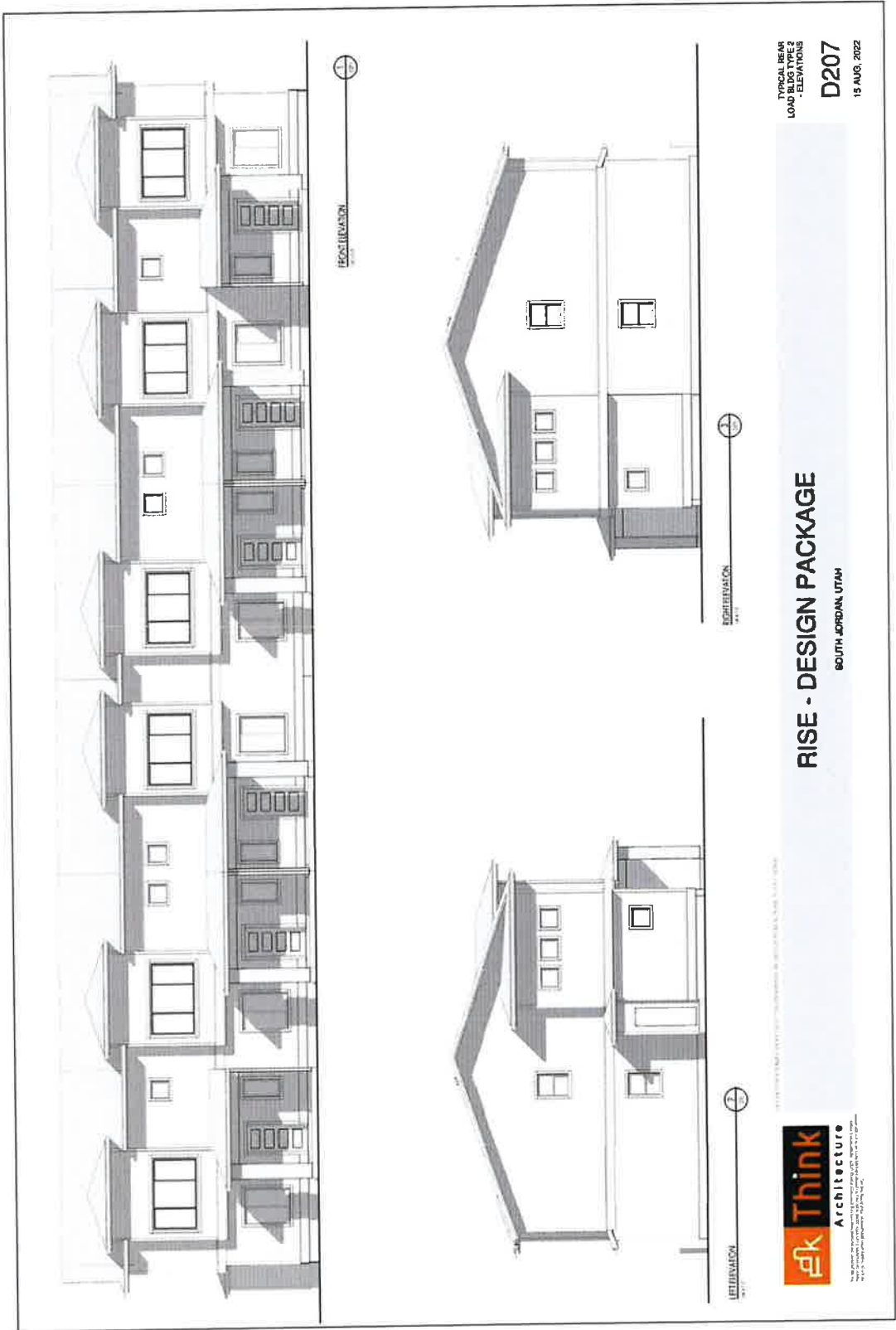


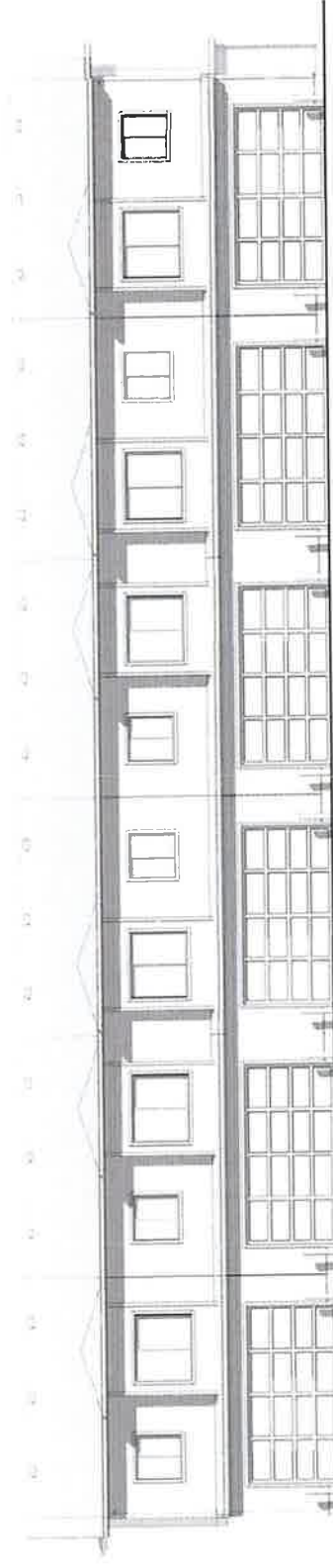












## DECLARATION

TYPICAL REAR  
LOAD BLDG TYPE 2  
- ELEVATIONS

D208

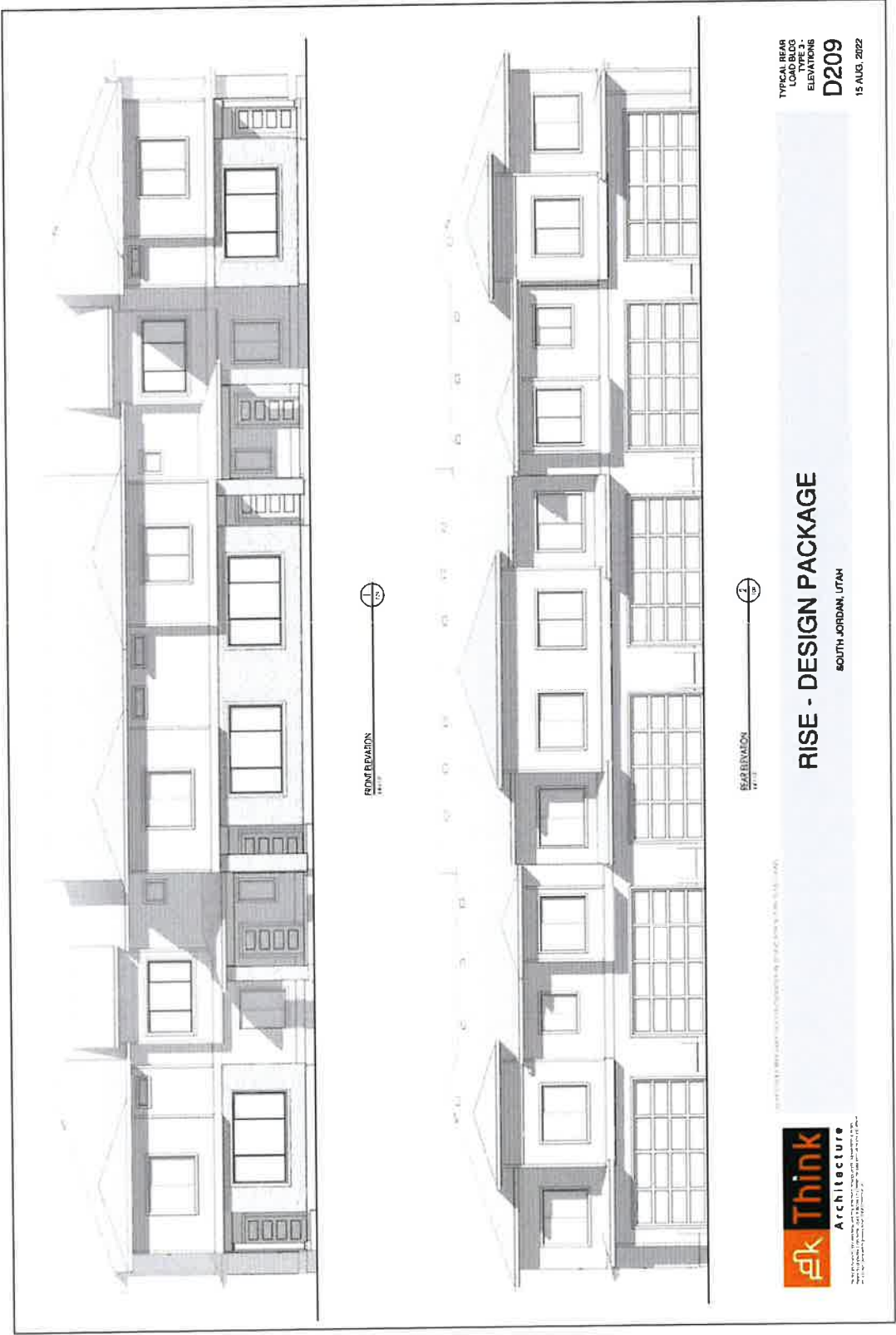
15 AUG, 2022

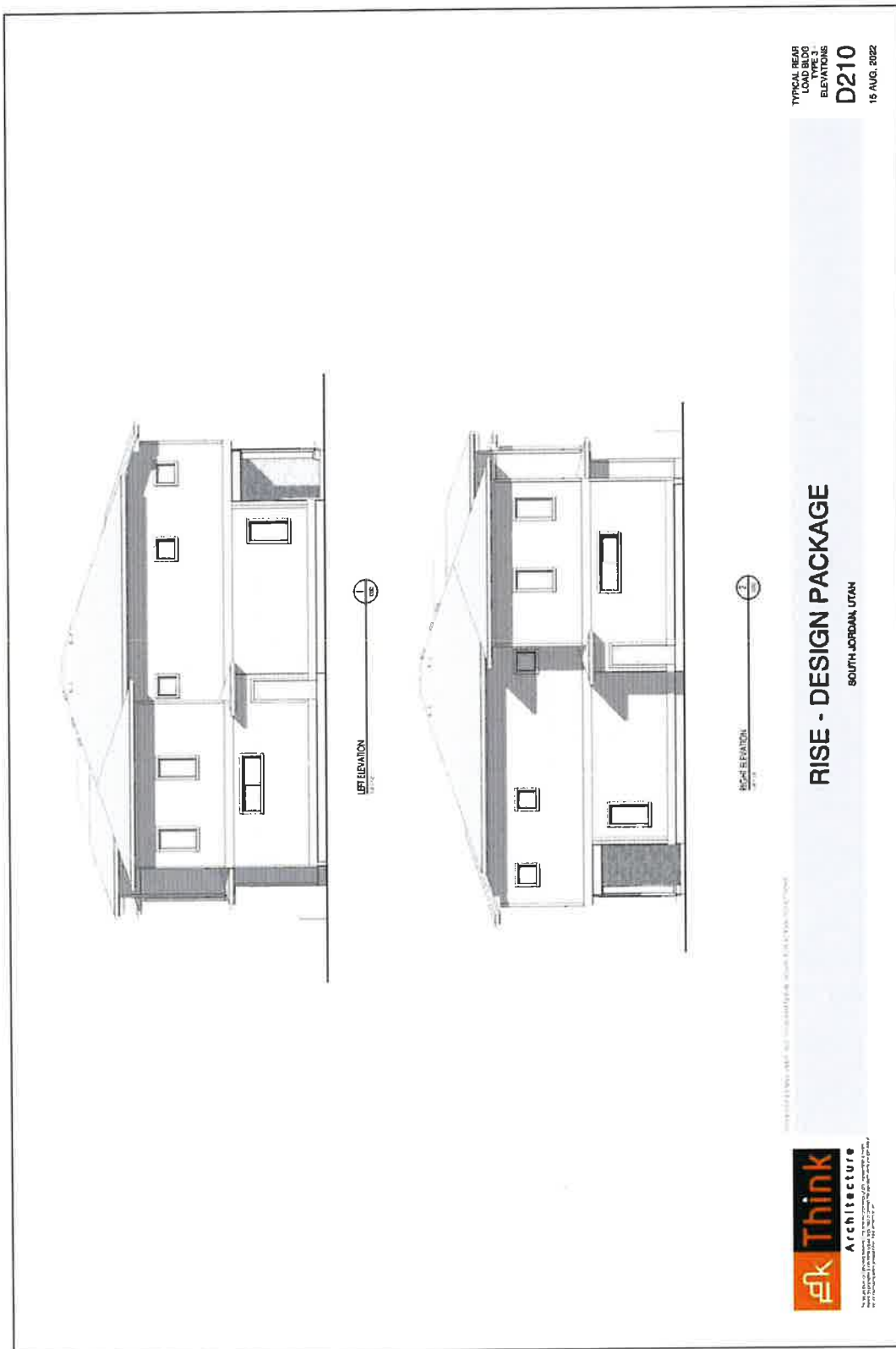
## RISE - DESIGN PACKAGE

**SOUTH JORDAN, UTAH**



<sup>1</sup> See, e.g., *Shaw v. Reno*, 509 U.S. 630, 645 (1993) (noting that the "discrete and insular minorities" who are the focus of the Equal Protection Clause are "those groups of citizens who are subjected to invidious discrimination on the basis of race, ethnicity, or national origin"); *Adarand LLC v. Peña*, 515 U.S. 200, 215 (1995) (noting that the "discrete and insular minorities" who are the focus of the Equal Protection Clause are "those groups of citizens who are subjected to invidious discrimination on the basis of race, ethnicity, or national origin"); *United States v. Windsor*, 133 S. Ct. 2675, 2694 (2013) (noting that the "discrete and insular minorities" who are the focus of the Equal Protection Clause are "those groups of citizens who are subjected to invidious discrimination on the basis of race, ethnicity, or national origin").

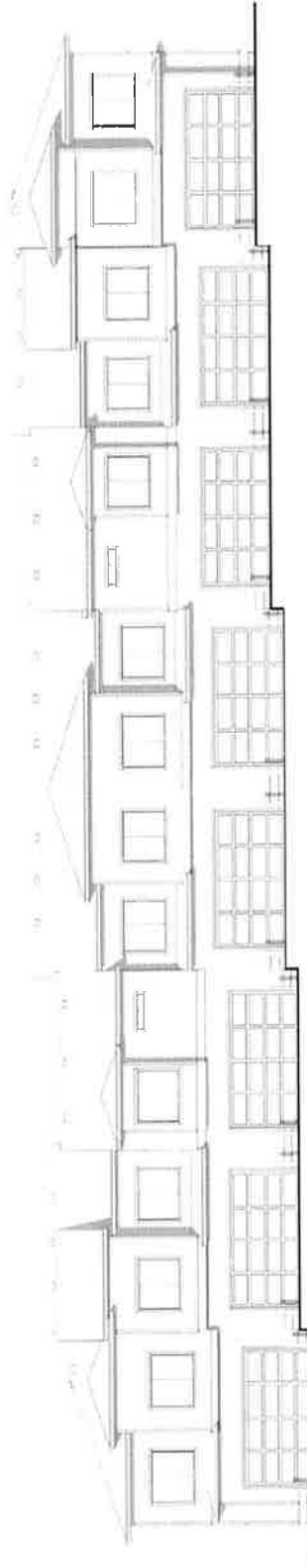








FRONT ELEVATION DD  
DATE: 15 AUG 2022



REAR ELEVATION DD  
DATE: 15 AUG 2022

TYPICAL REAR  
LOAD BLDG TYPE 4  
ELEVATIONS  
**D211**  
15 AUG, 2022

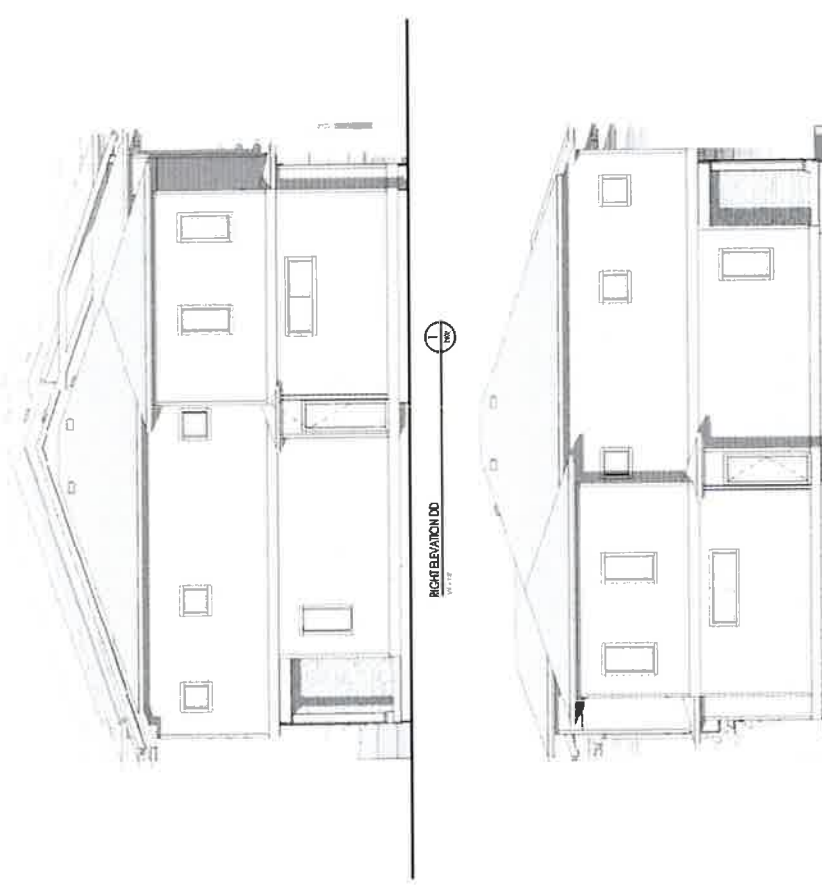
## RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

ARCHITECTURAL DESIGN SERVICES, INC. PREPARED FOR THE OWNER



10000 E. 10000 S. SUITE 10000, SOUTH JORDAN, UT 84091  
PH: 801.223.1000 FAX: 801.223.1001  
WWW.THINKARCHITECTURE.COM



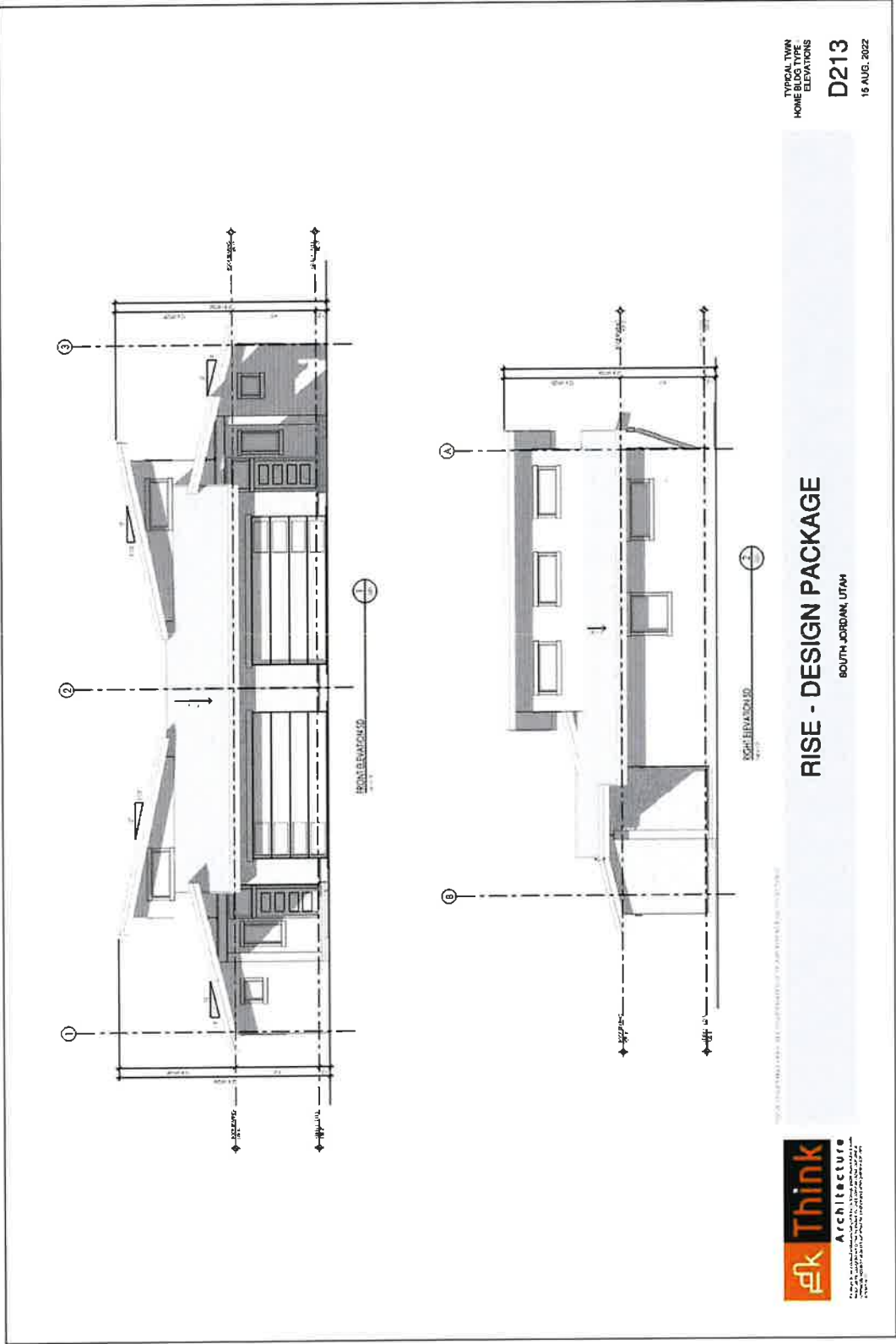
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- ELEVATIONS

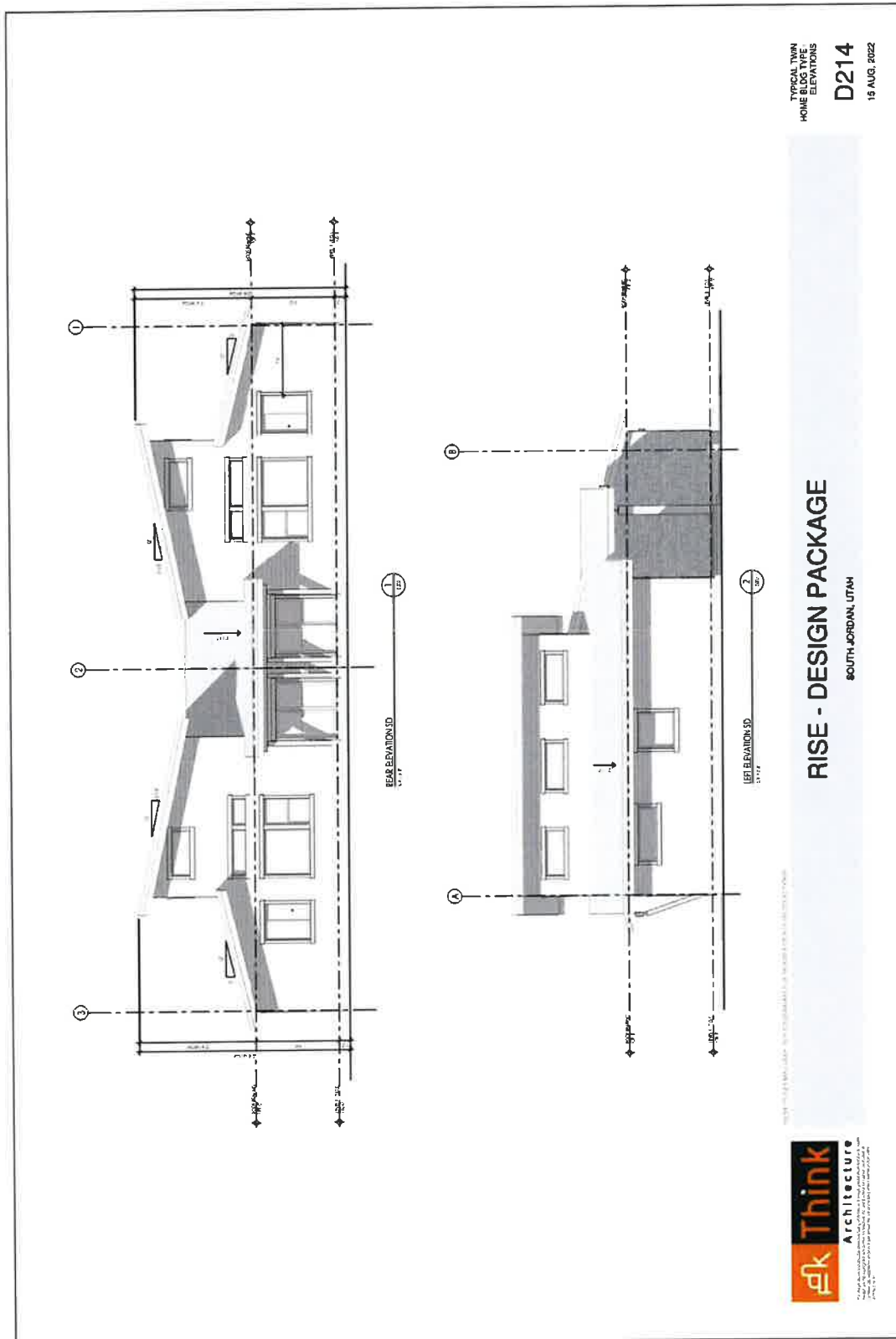
**D212**  
**15 AUG, 2022**

## RISE - DESIGN PACKAGE









**SOUTH JORDAN, UTAH**





















### HIGHLIGHT/POP OUT COLOR FOR FRONT LOAD BUILDINGS


	<b>Hardie - Color 1</b> Manufacturer: Hardie Color Plus Color: Pearl Gray
	<b>Fiber Cement Trim 1</b> Manufacturer: Hardie Color Plus Color: Pearl Gray Use for trim at Hardie - Color 1
	<b>Hardie - Color 2</b> Manufacturer: Hardie Color Plus Color: Aged Pewter
	<b>Fiber Cement Trim 2</b> Manufacturer: Hardie Color Plus Color: Aged Pewter Use for trim at Hardie - Color 2 and Transition Trim
	<b>Board &amp; Bolt Siding</b> Manufacturer: James Hardie Color: SW 7069 Iron Ore
	<b>Fiber Cement Trim 3</b> Manufacturer: James Hardie Color: SW 7069 Iron Ore At all trim in and around Board and Bolt Rock Bottom Siding
	<b>Fiber Cement - Accent Stone (Front Load)</b> Manufacturer: Alura, Hardie, or Eq Color: Maple
	<b>Brick (Rear Load)</b> Manufacturer: Interstate Color: Coal

### COLORS FOR SELECT TWIN HOME BUILDINGS

	<b>Hardie - Color 1</b> Manufacturer: Hardie Color Plus Color: Pearl Gray
	<b>Fiber Cement Trim</b> Manufacturer: Hardie Color Plus Color: Aged Pewter
	<b>Alum Fascia/Soffit/Columns/Beams</b> Manufacturer: Mastic Color: Dark Bronze
	<b>Roofing</b> Manufacturer: Certainteed Color: More Black
	<b>Gar. Door</b> Manufacturer: CHI Overhead Doors Color: Bronze
	<b>Front Door Opt. 1</b> Manufacturer: TBD Color: SW 9149 Ink Blue
	<b>Front Door Opt. 2</b> Manufacturer: TBD Color: SW 7069 Iron Ore
	<b>Stone (Front Load)</b> Manufacturer: Dutch Quality Color: DS Ashen

### HIGHLIGHT/POP OUT COLOR CONFIGURATIONS FOR REAR LOAD BUILDINGS

	<b>Siding - Highlight</b> Manufacturer: TBD Color: Whole Wheat / Evening Blue
	<b>Siding - Highlight</b> Manufacturer: TBD Color: Mountain Sage / Evening Blue
	<b>Siding - Highlight</b> Manufacturer: TBD Color: Evening Blue / Whole Wheat
	<b>Siding - Highlight</b> Manufacturer: TBD Color: Evening Blue / Mountain Sage
	<b>Siding - Highlight</b> Manufacturer: TBD Color: Whole Wheat / Mountain Sage
	<b>Siding - Highlight</b> Manufacturer: TBD Color: Mountain Sage / Whole Wheat



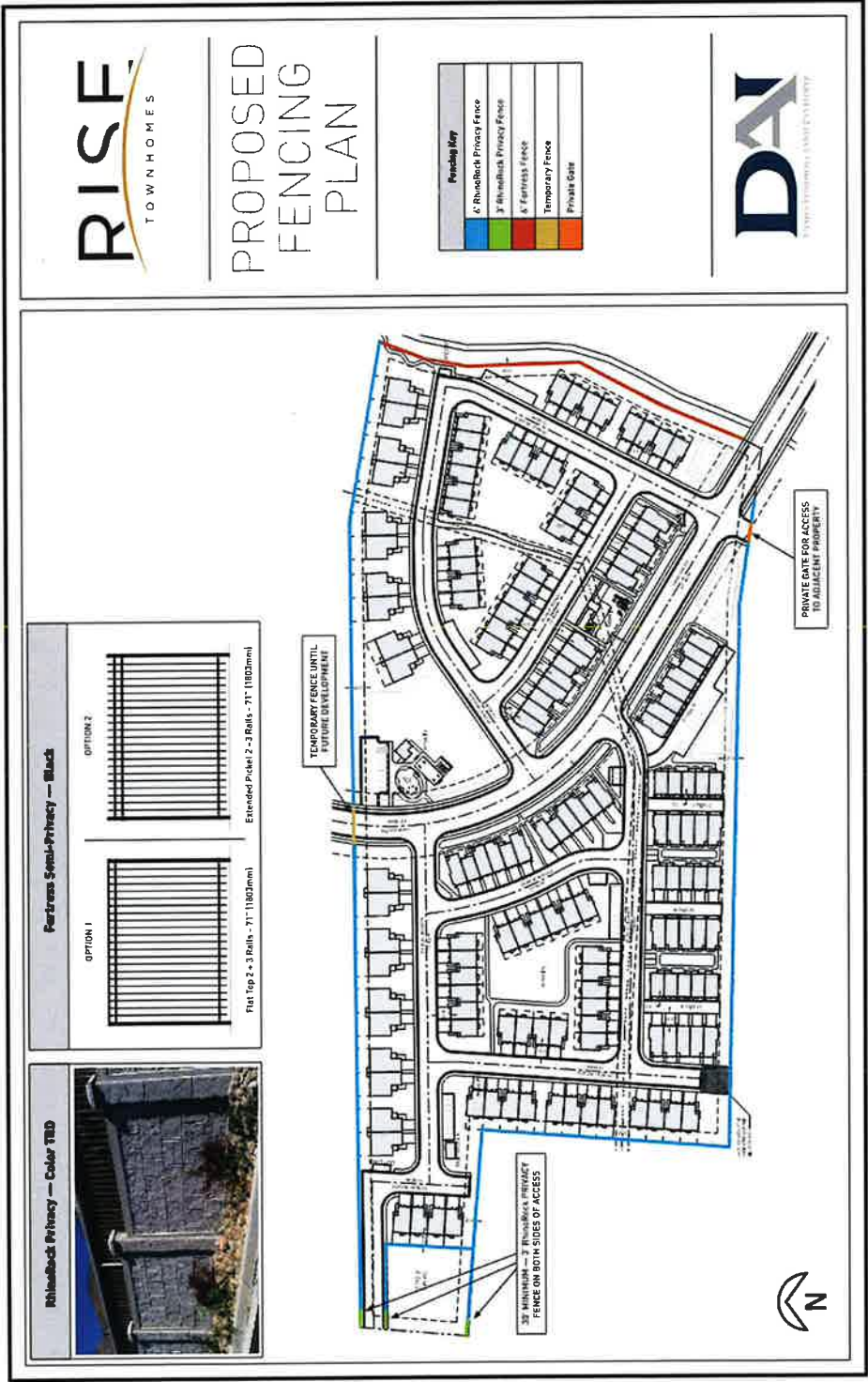
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**DAI - RISE**  
SOUTH JORDAN, UTAH

COLOR MATERIAL BOARD  
**D501**  
15 AUG. 2022

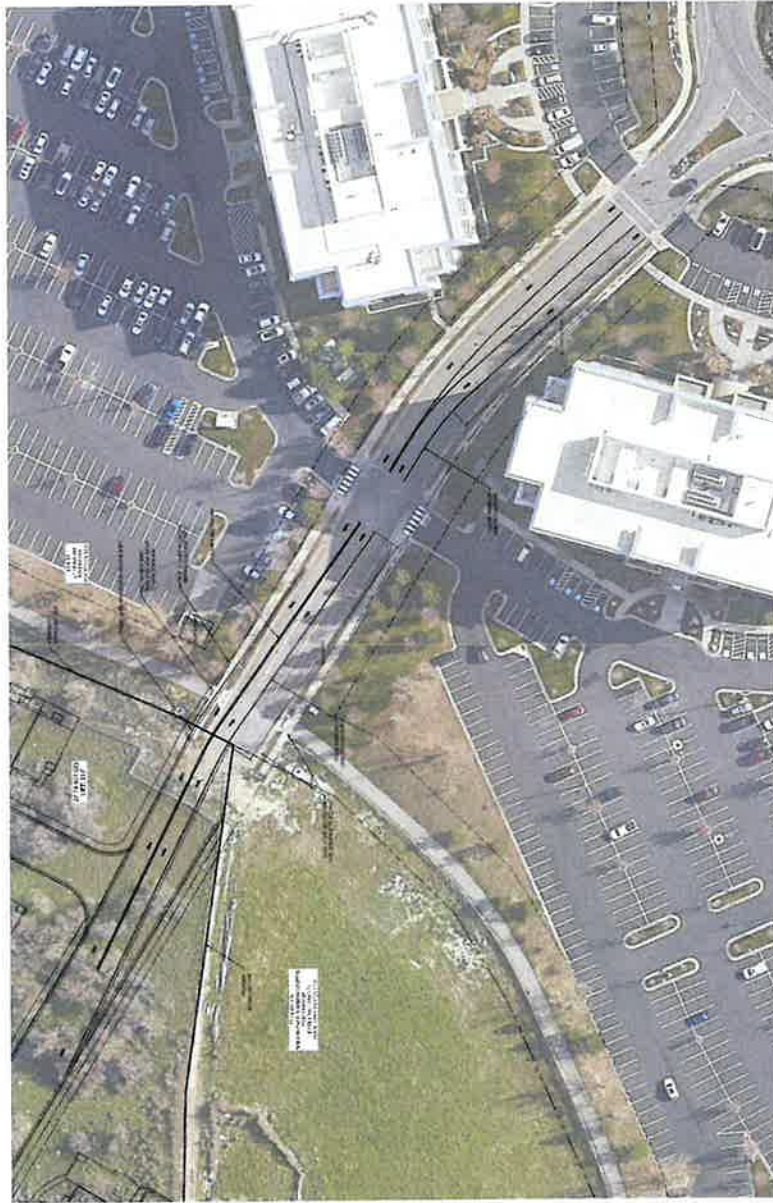


**EXHIBIT G**  
*(Fencing Standards and Locations)*





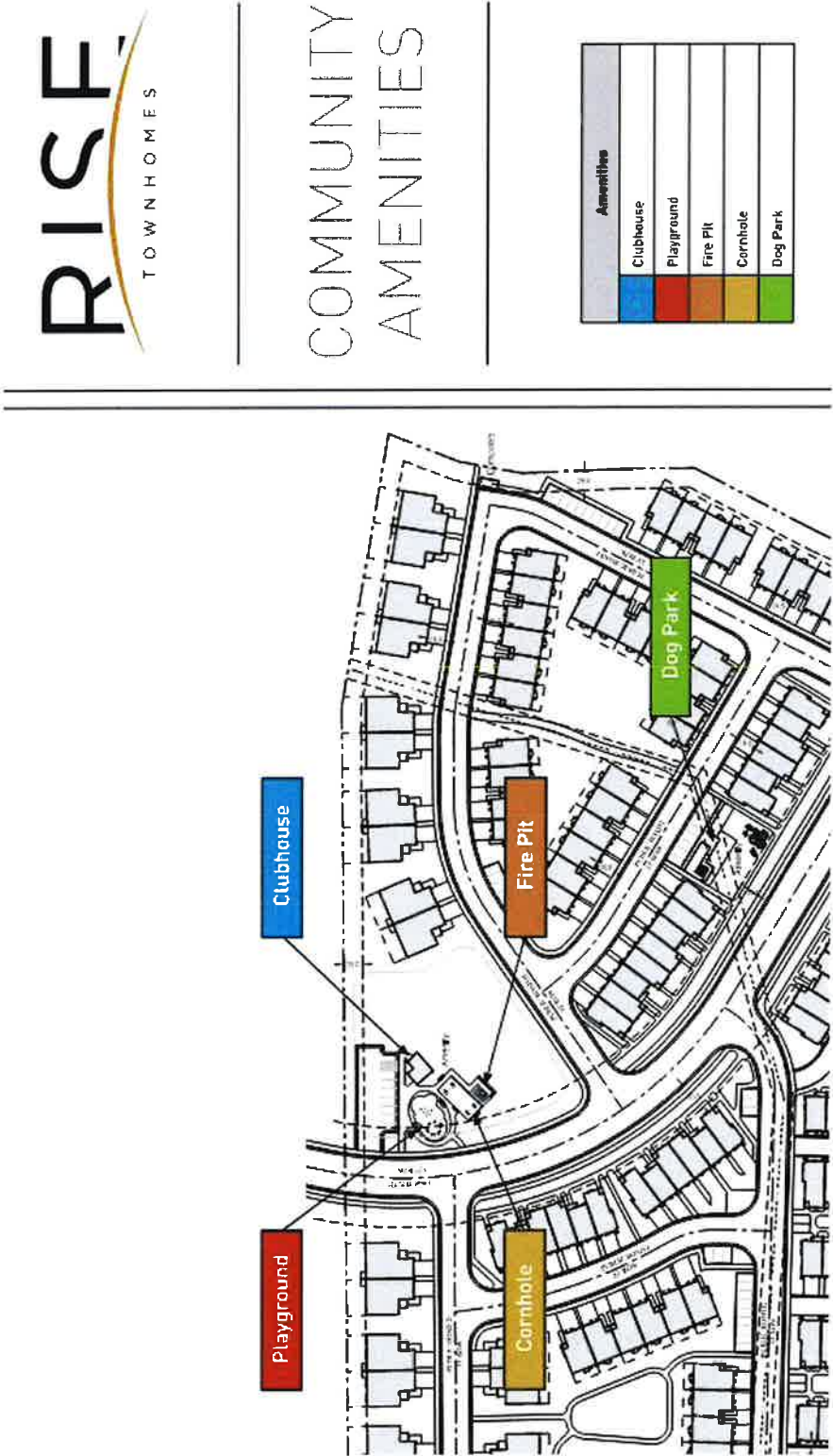
**EXHIBIT I**  
*(Road Shift)*



**RISE Temporary Road shift**  
SOUTH JORDAN CITY, SALT LAKE COUNTY  
11/7/2022  
21 0322



**EXHIBIT J**  
*(On-Site Amenities)*





**SOUTH JORDAN CITY  
PLANNING COMMISSION REPORT**

**Meeting Date: April 25, 2023**

**Issue:** **ORDINANCE NO. 2023-07—ZONE TEXT AMENDMENT THAT AMENDS CITY CODE § 17.130.050 (PD ZONE REQUIREMENTS) BY CREATING AN EXCEPTION TO THE REQUIREMENT THAT THE APPLICANT ENTER INTO A DEVELOPMENT AGREEMENT IN THOSE INSTANCES WHERE THE APPLICANT IS THE CITY OF SOUTH JORDAN.**

**File No:** PLZTA202300064  
**Applicant:** City of South Jordan

**Staff Recommendation (motion ready):** I move that the Planning Commission recommend to the City Council that it approve Ordinance No. 2023-07.

**BACKGROUND:**

The Planned Development (PD) Floating Zone includes a requirement that a development agreement, with an attached development plan, is part of the City Council's approval of the floating zone. As currently written, this requirement applies equally to the City as it does all other applicants. The proposed text amendment removes the development agreement requirement where the City is the applicant. If passed, the Development Plan, which is the essential requirement of all PD Floating Zone applications, will become an exhibit to the rezoning ordinance and will guide and be enforceable on the City's project.

**STAFF FINDINGS, CONCLUSION & RECOMMENDATION:**

**Findings:**

- At least two different people or entities are required to form an enforceable agreement. The proposed text amendment recognizes the impossibility of the City entering into development agreements with itself.
- The proposed text amendment is necessary to allow the City to use the PD Floating Zone for City projects when necessary to accomplish the City's Strategic Priorities, and the goals and objectives of the General Plan.
- If the City Council approves the proposed text amendment, all other requirements of the PD Floating Zone will still apply to applications where the City is an applicant. These requirements include public meetings and hearings, and submission by the City of a complete Development Plan that provides sufficient conceptual detail and design so that it can be enforced in later approvals (e.g. subdivision, site plan and building permit).



**Conclusions:**

- The proposed text amendment will provide the City an important zoning tool for City projects that require greater flexibility to effectively advance a public interest, address unique situations, and confer a substantial benefit to the City.
- The proposed text amendment complies with Utah Code § 10-9a-501, *et. seq.*

**Recommendation:**

Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and recommend that the City Council approve Ordinance No. 2023-07.

**FISCAL IMPACT:**

Not applicable.

**ALTERNATIVES:**

- Recommend approval with changes to the proposal.
- Recommend denial.
- Schedule the application for a decision at some future date.

**ATTACHMENTS:**

1. Ordinance No. 2023-07

## **ATTACHMENT 1**

**Ordinance No. 2023-07**

**ORDINANCE NO. 2023 - 07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING SECTION 17.130.050 (PD ZONE REQUIREMENTS) OF THE SOUTH JORDAN CITY MUNICIPAL CODE CREATING AN EXCEPTION TO THE REQUIREMENT THAT THE APPLICANT ENTER INTO A DEVELOPMENT AGREEMENT IN THOSE INSTANCES WHERE THE APPLICANT IS THE CITY OF SOUTH JORDAN.**

**WHEREAS**, Utah Code § 10-9a-102 grants the City of South Jordan (the “City”) authority to enact ordinances that the South Jordan City Council (the “City Council”) considers necessary or appropriate for the use and development of land within the City; and

**WHEREAS**, the subject text amendment recognizes the impossibility of the City entering into development agreements with itself and therefore removes the requirement that the Applicant for a zoning overlay creating a PD Zone enter into a development agreement in those instances where the Applicant is the City of South Jordan; and

**WHEREAS**, the City Council has held a public hearing and reviewed the subject text amendment; and

**WHEREAS**, the City Council finds that the subject text amendment will enhance the public health, safety, and welfare.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:**

**SECTION 1. Amendment.** Section 17.130.050 of the South Jordan City Municipal Code, as shown in the attached **Exhibit A**, is hereby amended.

**SECTION 2. Severability.** If any section, 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 sections, parts, provisions and words of this Ordinance shall be severable.

**SECTION 3. Effective Date.** This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

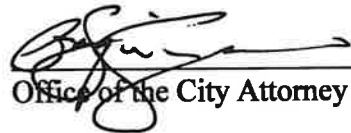
**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: \_\_\_\_\_  
Dawn R. Ramsey

Attest: \_\_\_\_\_  
City Recorder

Approved as to form:

  
\_\_\_\_\_  
Office of the City Attorney

## EXHIBIT A

(Additions in **bold underline**, deletions in strikethrough)

### **17.130.050.020 A.2**

Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. **Except in those instances where the Applicant is the City of South Jordan** ~~The~~ development plan shall be approved by development agreement in conjunction with the rezoning approval. **If the Applicant is the City of South Jordan the development plan may be approved as part of the rezone without a development agreement.**

### **17.130.050.030**

Any application to amend an approved PD District shall be processed as a zone text amendment, except that an application to extend the district boundaries shall be processed as a rezone. **Except in those instances where the Applicant is the City of South Jordan** ~~a~~Any amendment to an approved PD District requires that the corresponding development agreement also be amended. ~~(Ord. 2016-05, 5-3-2016)~~