

## RESOLUTION R2022-39

**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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 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:



Gregory M. Simonsen (Dec 2, 2022 12:36 MST)

Office of the City Attorney

## **EXHIBIT 1**

(Development Agreement)

**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 R2022-39 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 R2022-39 (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 R2022-39 (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 gross density of the Project will not exceed 8.0 units/acre. The gross density shall be calculated by dividing the total number of residential units (154 units) by the sum of the acreage of the Property and the Off-Site Amenity improvements of Section 5.10 (total of 19.213 acres).
- 5.3. Amenities. The Developer shall design and construct amenities on the Property as set forth in the Concept Plan. In addition, the Developer shall design and construct, at its cost, the off-site amenity improvements as described in Section 5.10.
- 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 fencing according to the standards, 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 J 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 J, 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.

- 5.10. Off-Site Amenities. Developer shall design, construct, and install, at Developer’s cost, the off-site amenity improvements as set forth in the attached Exhibit I (the “Off-Site Amenities”). The Off-Site Amenities shall be constructed in the East Riverfront Park in the location identified in Exhibit I of this Agreement.

5.10.1. *Timing and Construction of Off-Site Amenities*. Developer shall submit final engineered plans for the Off-Site Amenities within 60 days of the City’s issuance of the first building permit for the Project. The plans for and construction of the Off-Site Amenities shall comply with the Post-Tensioned Concrete Courts South Jordan City Pickleball Courts 2019 standards attached hereto as Exhibit L. Developer shall begin construction and installation of the Off-Site Amenities within 60 days of the City’s final approval of the plans for the Off-Site Amenities. Developer shall post a completion surety and warranty bond, in the amounts and manner set forth in City Code, at the same time as the City approves the plans for the Off-Site Amenities and issues Developer the necessary permits to construct and install the Off-Site Amenities. Developer shall be responsible for submitting all necessary City permit applications for the Off-Site Amenities and for paying the permit fees associated therewith. Developer The warranty period for the Off-Site Amenities shall be for a period of 6 months and shall begin upon completion of the Off-Site Amenities.

5.10.2. *Operation, Maintenance, and Ownership*. When Developer has completed the Off-Site Amenities in accordance with the City-approved plans, the City shall accept the Off-Site Amenities and shall thereafter be responsible

for all maintenance, operations, repairs, and future improvements for the Off-Site Amenities.

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 K. 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. If the City Council rescinds Resolution R2015-18, which designated 1055 West as a historical road, 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- 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 R2022-39 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	Off-Site Amenities
Exhibit J	Road Shift
Exhibit K	On-Site Amenities
Exhibit L	Post-Tensioned Concrete Courts South Jordan City Pickleball Courts 2019

*[signatures on following pages]*

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: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM



Gregory M Simonsen (Dec 2, 2022 12:36 MST)

Office of the City Attorney

STATE OF UTAH                    )  
  :ss  
COUNTY OF SALT LAKE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, 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.

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



**DEVELOPER**  
RIVERPARK RESIDENTIAL, LLC

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

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

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

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

STATE OF UTAH                    )  
  :ss  
COUNTY OF SALT LAKE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, 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)



**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.

<b>Zone</b>	<b>Minimum Width</b>	<b>Frontage (Standard)</b>	<b>Frontage (Diverged)</b>
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.

<b>Zone</b>	<b>Maximum Building Coverage</b>
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:

<b>Zone</b>	<b>Front Yard (Interior And Corner Lots)</b>	<b>Garage Opening<sup>1</sup> (Front Or Street Side)</b>	<b>Front Yard (Cul-De- Sac Lots)</b>	<b>Side Yard (Standard)</b>	<b>Side Yard (Corner Lot Street Side)</b>	<b>Rear Yard (Interior Lot)</b>	<b>Rear Yard (Corner Lot)</b>
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.

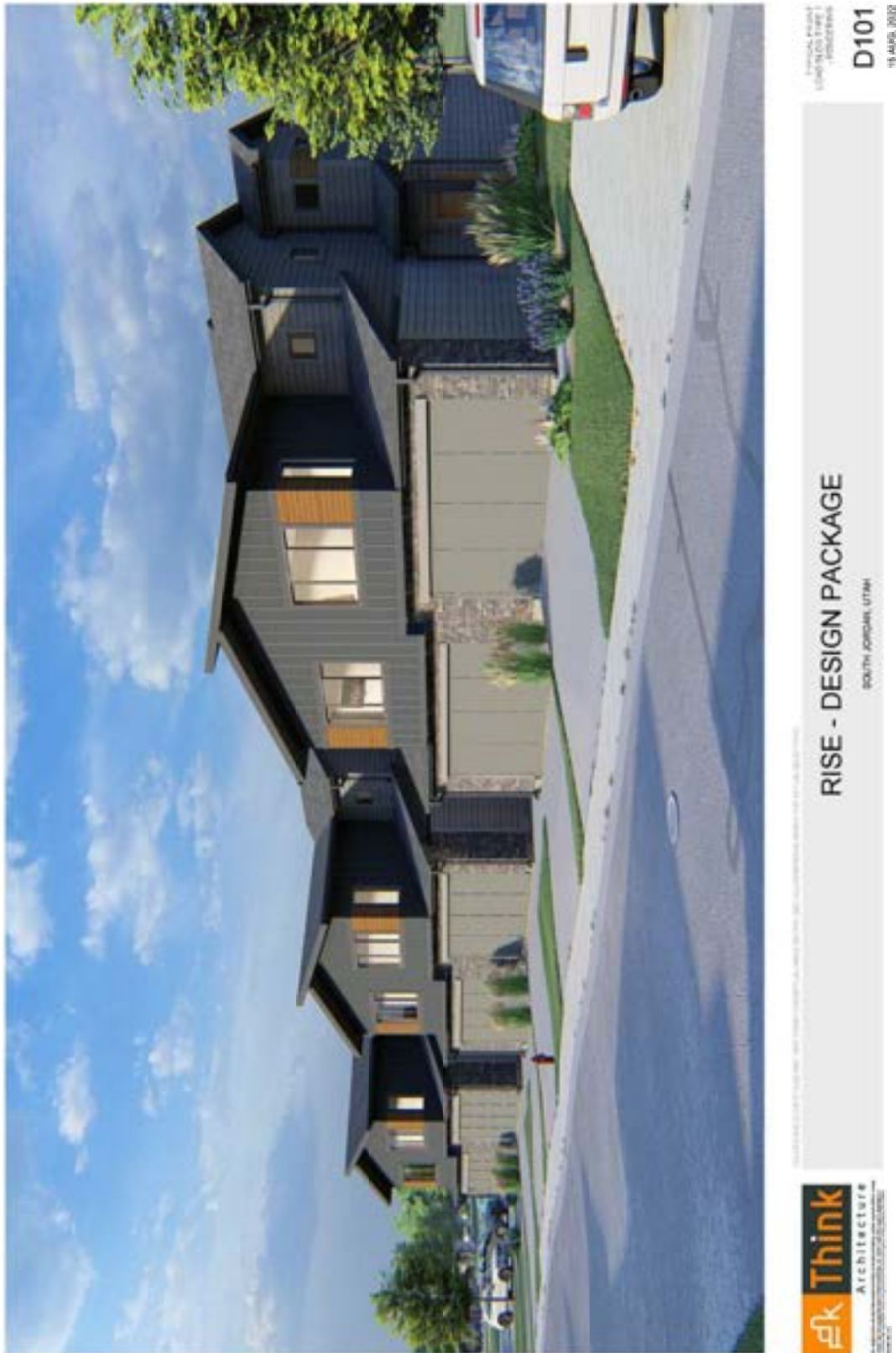
**17.130.050.030: AMENDMENTS**

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 R2022-39)*

[TO BE INSERTED]

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





Architectural rendering of a three-story townhome with a modern design, featuring dark grey siding, stone accents, and large windows. The townhome is set against a backdrop of mountains and a blue sky with clouds.



# RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

THICK LINE  
LOAD-BEARING  
RESIDENTIAL

**D102**

18 AUG, 2022









Architectural rendering is not a guarantee of construction. All details are subject to change without notice.

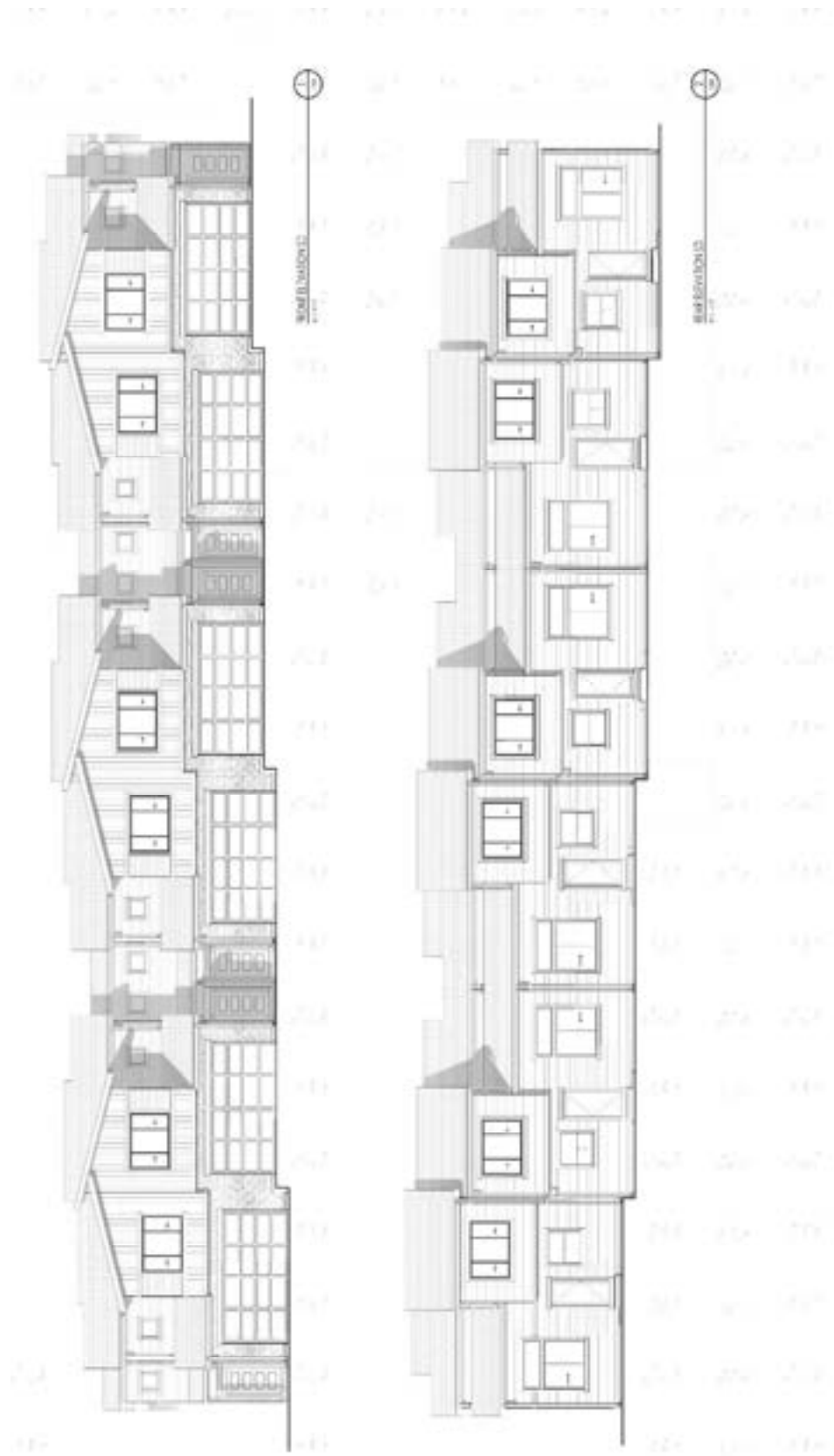
## RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

THINK TOWN  
HOMES  
DESIGN  
RENDERINGS

**D106**

19 AUG. 2022

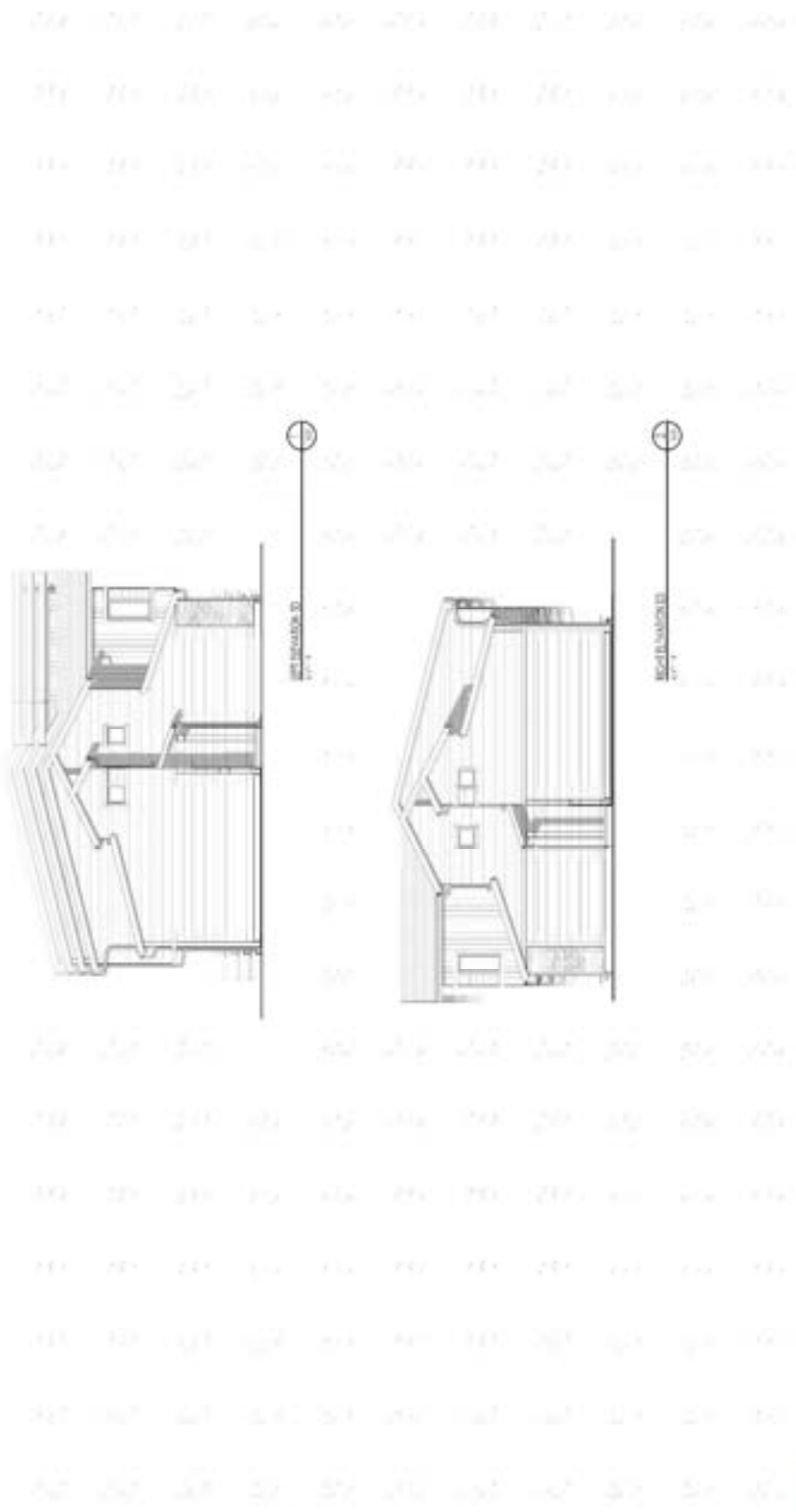


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# RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

TECHNICAL REPORT  
LOAD-BUILDING TYPE 1  
ELEVATIONS  
**D201**  
15 AUGUST 2022



TYPICAL FRONT  
LOAD BLOOD TYPE 1  
ELEVATIONS

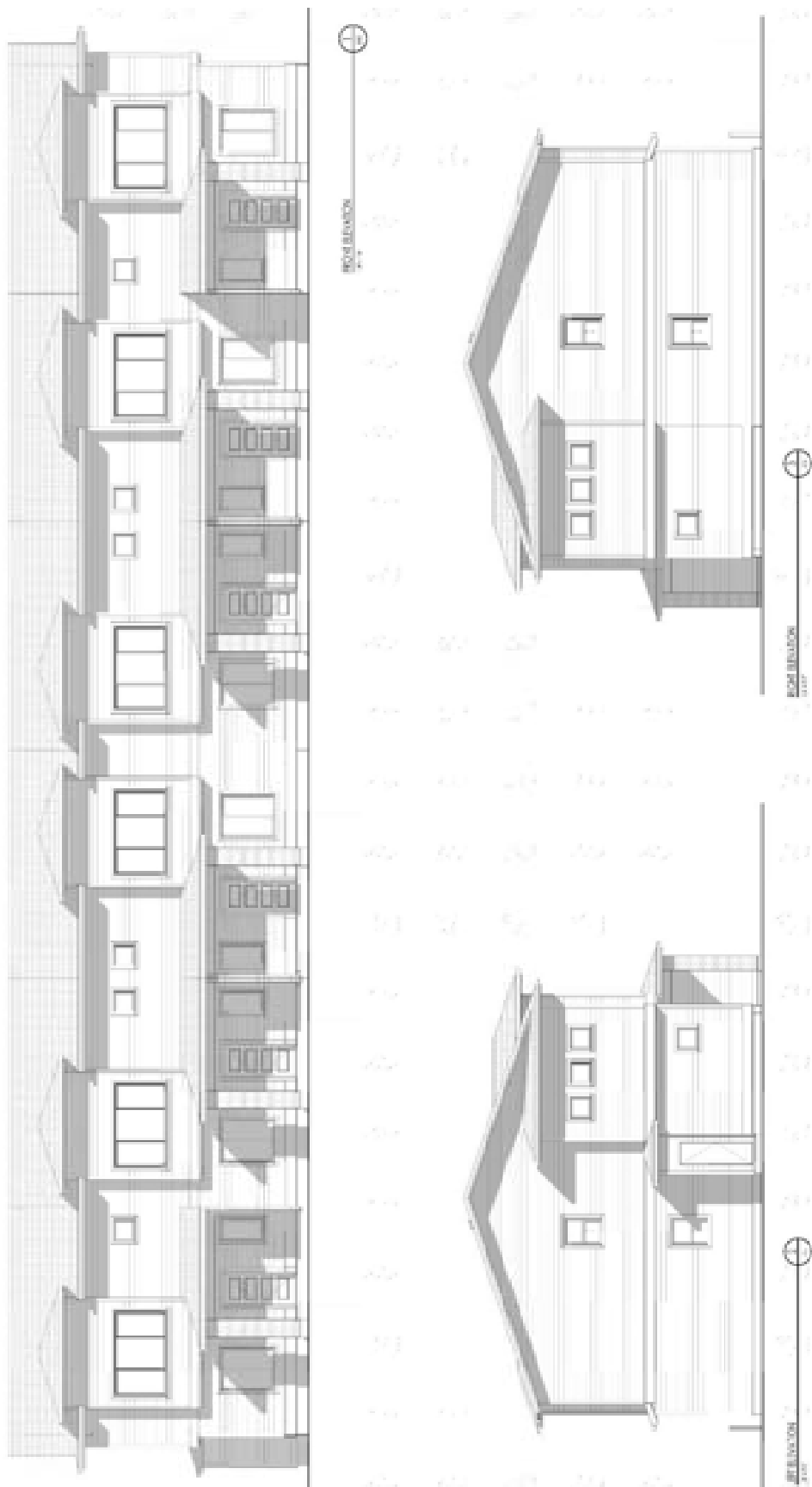
D202  
15 AUG. 2022

# RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

RISE TOWNHOME UNIT 101 - SEE 2022 SPECIFICATIONS, GENERAL NOTES AND SECTION 050000





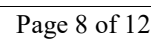
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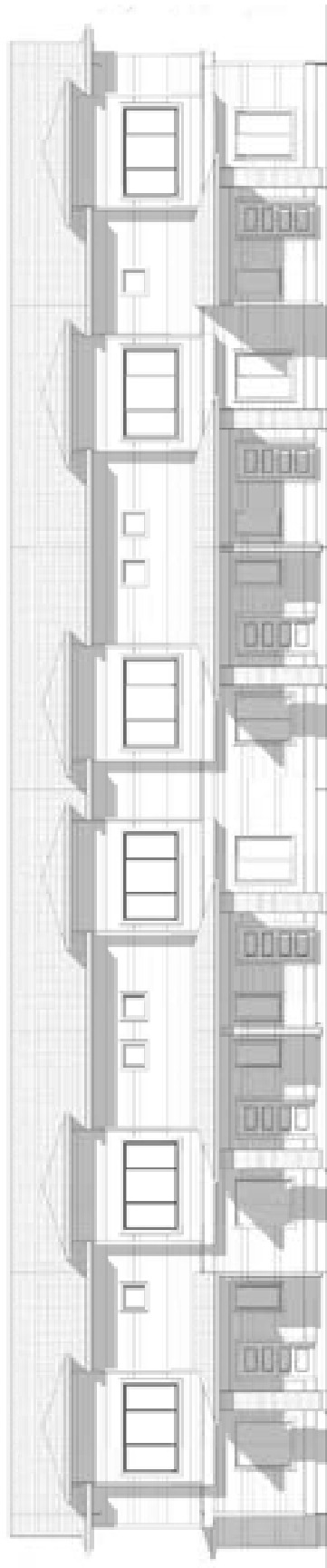
SOUTH JORDAN, UTAH

TYPICAL RISE  
LOAD BUILD TYPE 2  
ELEVATIONS

D207

15-AUG-2022





SECTION 1



SECTION 2 SECTION 3



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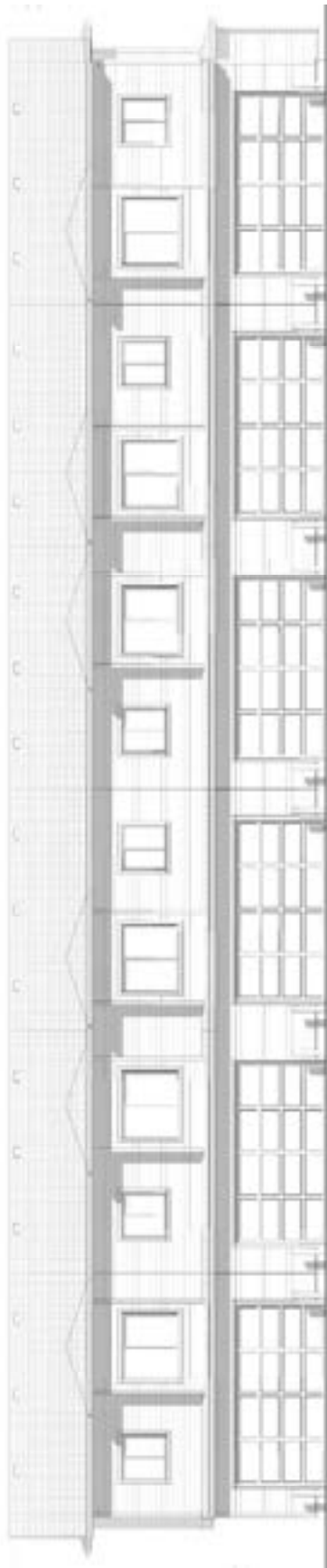
# RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

PHYSICAL MAP  
LOAD BEARING  
ELEVATIONS

D207

15-AUG-2022



SECTION  
1-1

TYPICAL RISE  
LOAD BUILD TYPE 3  
- ELEVATIONS

D208

18 AUG, 2022

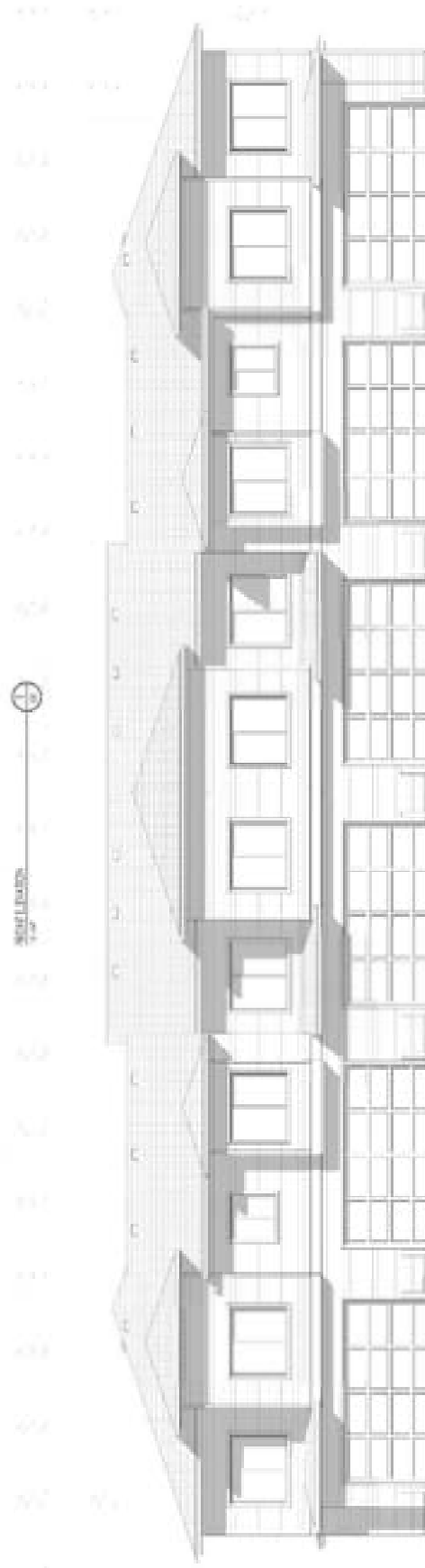
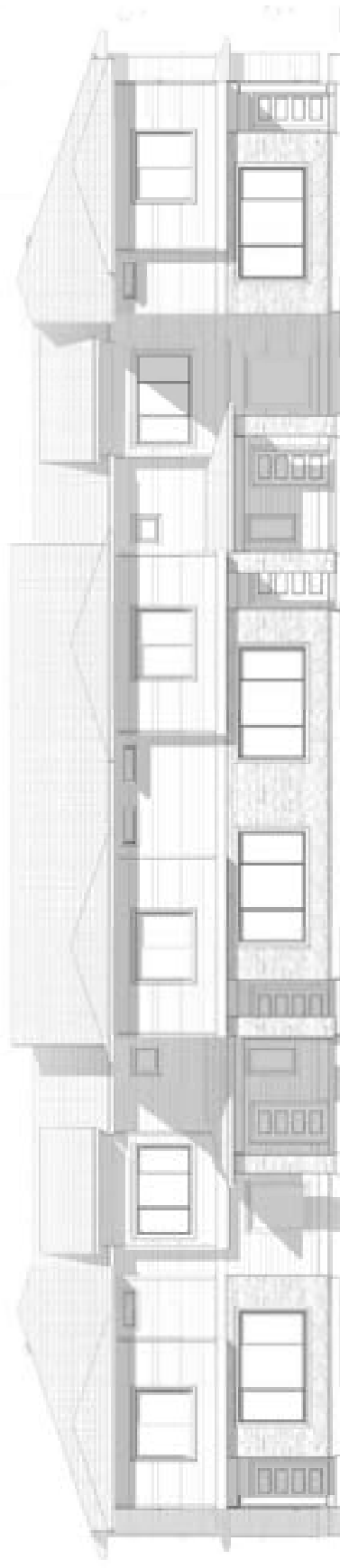
# RISE - DESIGN PACKAGE

SOUTH JORDAN, UTAH

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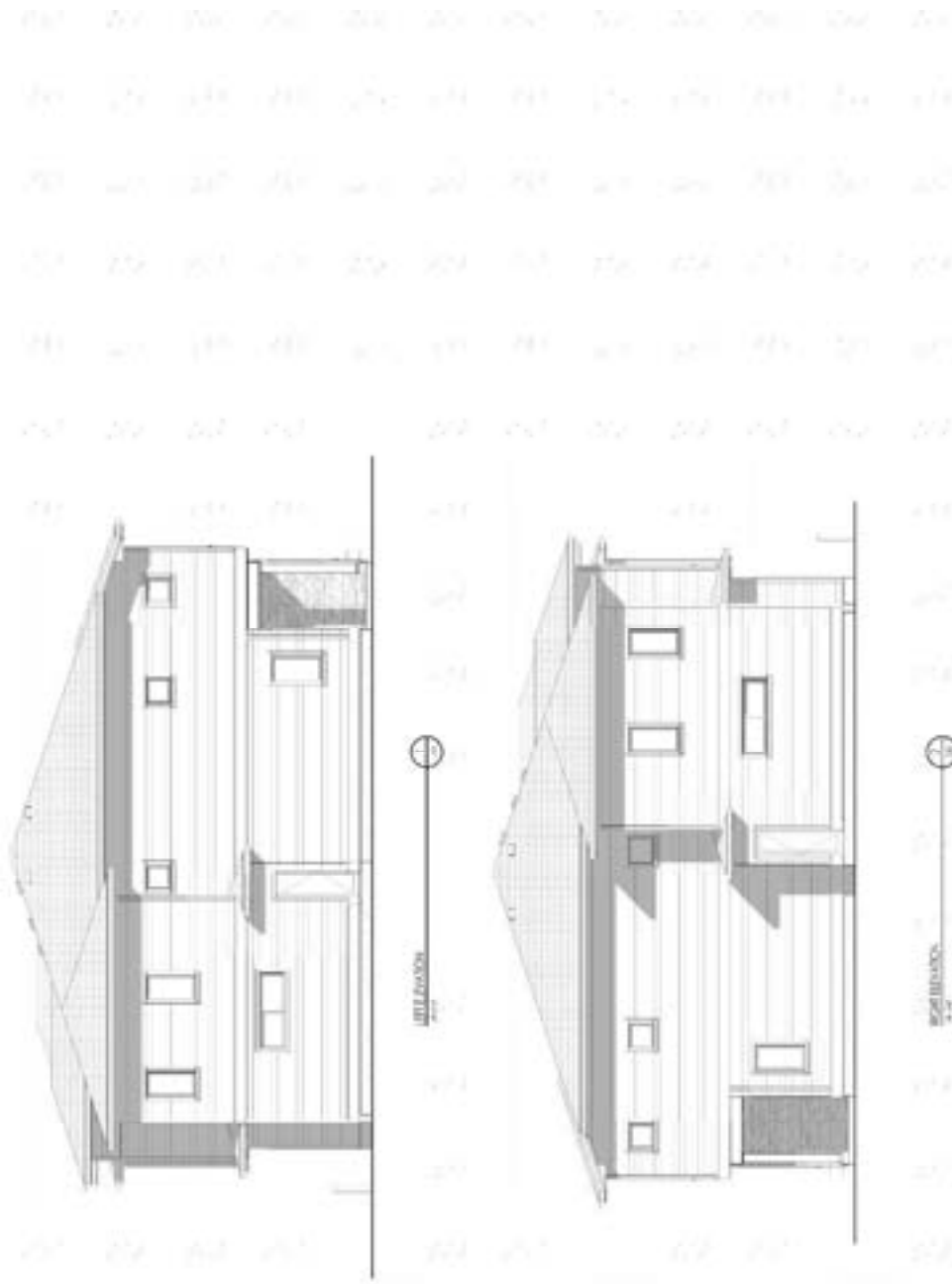
SOUTH JORDAN, UTAH

THIRD FLOOR  
LOADING  
DOCK  
ELEVATIONS

**D209**

18-JULY-2022





## RISE - DESIGN PACKAGE

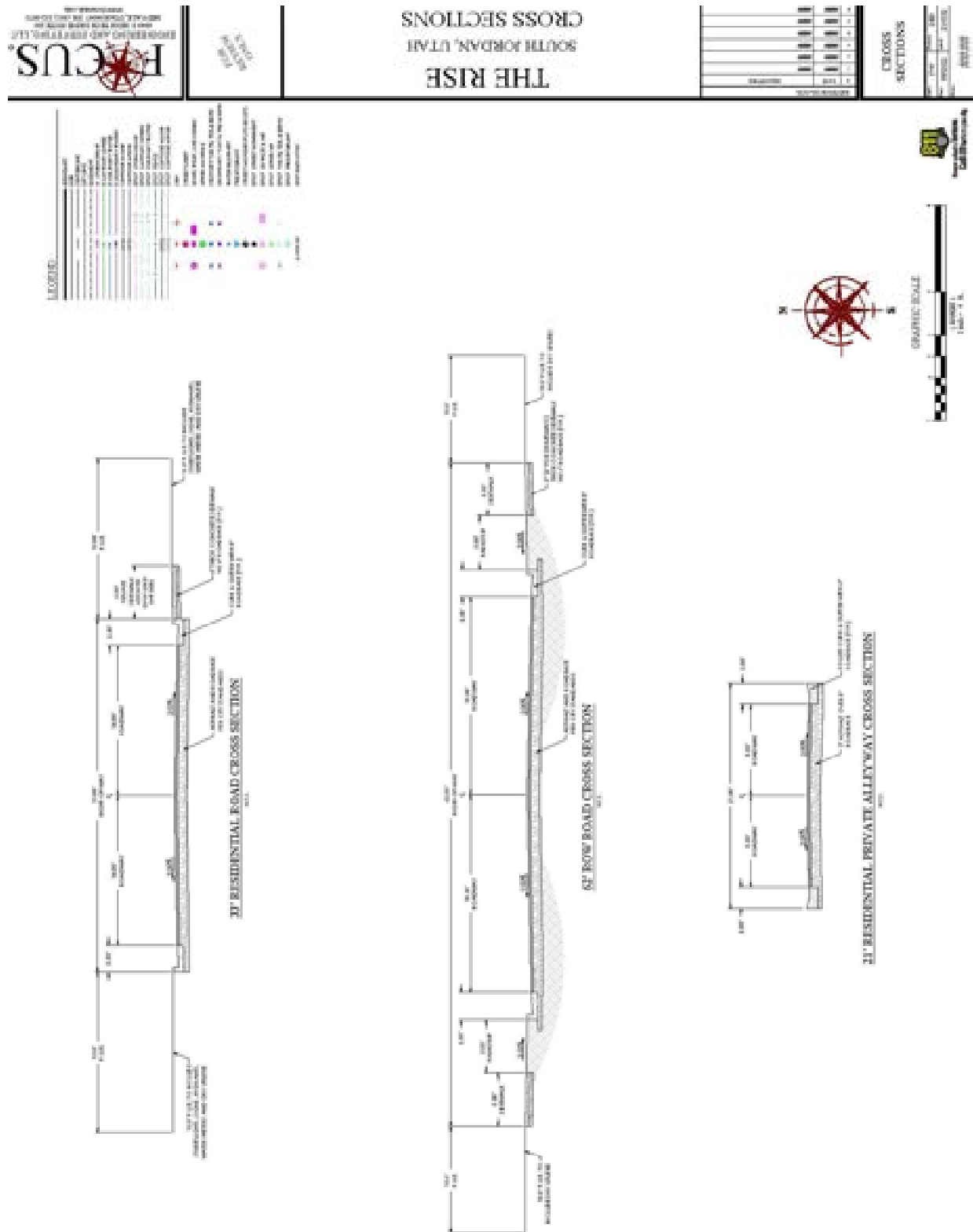
SOUTH JORDAN, UTAH

TYNOR, ROAD  
LEACH, BROS  
TYPE 3  
REVISIONS  
**D210**  
15 AUG 2022

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

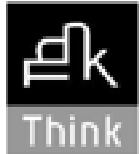


# **EXHIBIT H** (Approved Road Cross Sections)



# **EXHIBIT I** (Off-Site Amenities)





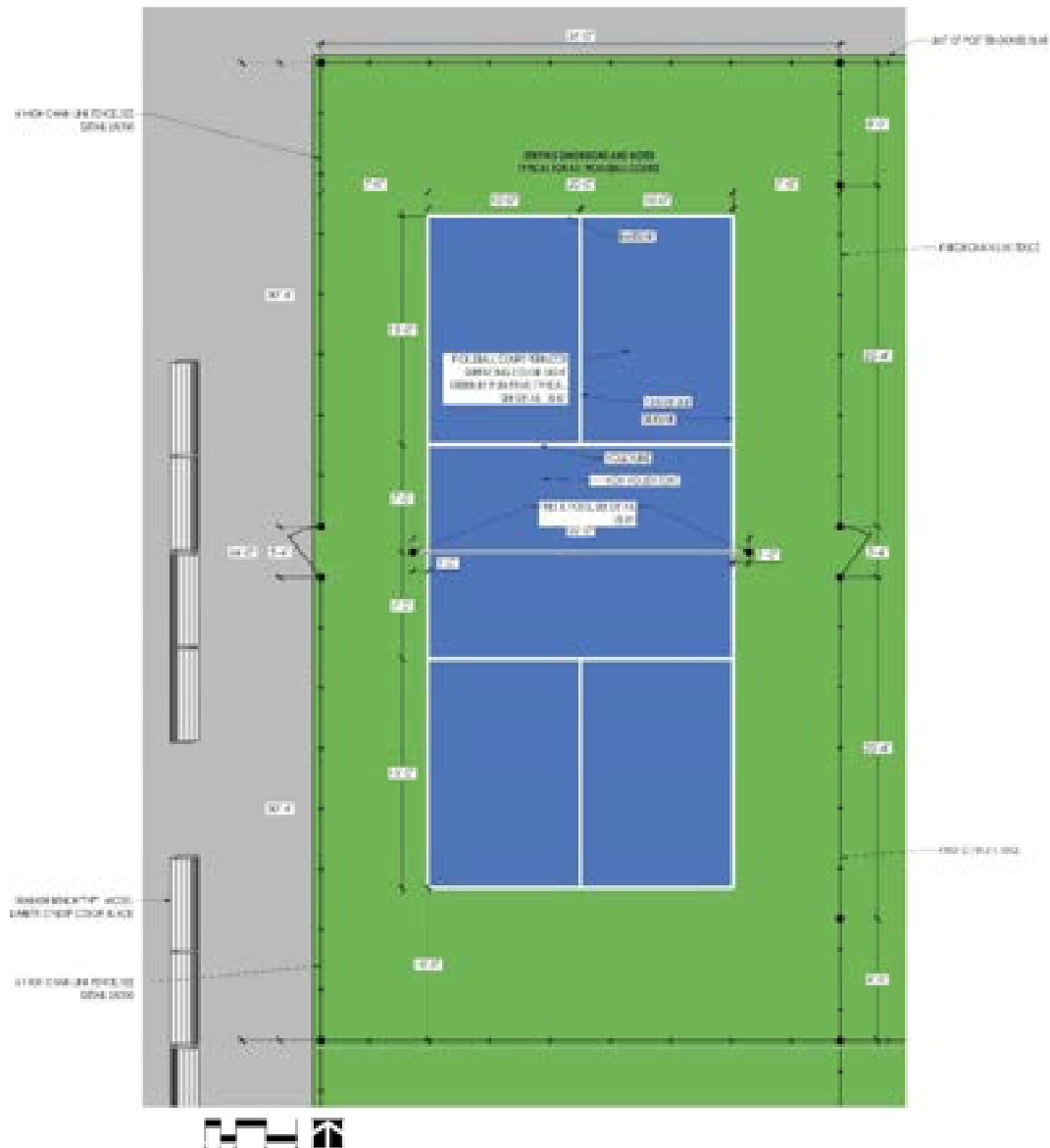
**Think  
Architecture**

Architecture  
Interior Design  
Landscape Architecture  
Land Planning  
Construction Management

100 Apple Valley Parkway, Suite 100  
Brentwood, TN 37027  
615.371.2000  
info@thinkarch.com

This plan shall not be used for any other project without the written consent of Think Architecture. It is not to be used for any other project without the written consent of Think Architecture. It is not to be used for any other project without the written consent of Think Architecture.

This plan shall not be used for any other project without the written consent of Think Architecture. It is not to be used for any other project without the written consent of Think Architecture. It is not to be used for any other project without the written consent of Think Architecture.



**DAI - RISE PARK**  
SOUTH JORDAN, UTAH

PROJECT NO. 18027  
DATE: OCT. 19, 2022  
REV: 001

SECTION  
ENLARGED COURT  
PICKLEBALL PLAN

SCALE  
L200  
LANDSCAPE




**EXHIBIT J**  
*(Road Shift)*



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



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



COMMUNITY  
AMENITIES

Amenities	
Clubhouse	
Playground	
Fire Pit	
Commuter	
Dog Park	





---

**SECTION 13 30 10**  
**POST-TENSIONED CONCRETE COURTS**

---

**PART 1 GENERAL**

---

**1.1 SECTION INCLUDES**

- A. This Specification covers construction of post-tensioned concrete courts, including forming and placement of the concrete, tensioning the steel tendons, and application of the finish and wearing surfaces.

**1.2 SUBMITTALS**

- A. CONTRACTOR shall submit for review complete information describing all materials contemplated for use within the post-tensioned concrete courts. Such materials submittals shall be approved by OWNER in writing prior CONTRACTOR's having the materials delivered to the project site. Written evidence of compliance from the manufacturer shall be provided with materials as they are delivered to the project site.
- B. CONTRACTOR shall submit to OWNER for review and approval, prior to placement of concrete, the following:
- C. Laboratory testing on the anchorage system verifying capacity, limitations, and required conditions for use.
- D. Laboratory testing coefficient of friction on strands.
- E. Latest calibration date and results of tensioning equipment to be used.
- F. CONTRACTOR shall provide an elongation report made by a qualified testing firm showing slab shape, tendon location and number, and actual length of elongation at final stressing.
- G. CONTRACTOR shall be licensed to perform the work in the state in which the work is completed and shall submit to OWNER evidence of current licensure, including specialty licensing, necessary to install post-tensioned concrete courts, prior to procuring any materials or commencing any work.
- H. CONTRACTOR shall submit evidence of the court installer's licensure and recent project experience consistent with the requirements this specification.

**1.3 TESTING**

- A. CONTRACTOR shall submit all test documentation required by the Project Specifications for all materials and installations comprised within the post-tensioned concrete courts.
- B. In addition to CONTRACTOR's required documentation, OWNER may, at its sole discretion, retain special inspectors to review steel reinforcement prior to placement of concrete and post-tensioning materials, activities, and methods.

## PART 2 PRODUCTS

### 2.1 APPROVED EQUALS

- A. It shall be assumed that “approved equal” materials and processes may be used in place of the materials and processes specifically named in this Specification if the “approved equals” substantially meet or exceed in quality the results of what would be obtained by using the specified materials and processes.

### 2.2 TENSIONING CABLES AND ANCHORS

- A. Post-tensioning strands and anchorages shall conform to the “PTI Guide Specifications for Post-Tensioning Materials”.
- B. The tensioning strands shall consist of one-half inch (1/2”) diameter, 7-wire, stress relieved strands, having a guaranteed ultimate tensile strength of 270,000 psi (270 Kips). Strands shall conform to ASTM-416. Cables shall be fabricated to proper length for each slab, coated with a permanent rust preventative lubricant and encased in slippage sheathing. Minor damages to the sheathing shall be repaired with tubing and spiral wrapped tape a minimum 3” outside the damaged area prior to concrete placement. A maximum of six inches (6”) of exposed strands is permitted at the dead-end anchor.

### 2.3 CONCRETE MATERIALS

- A. The concrete mix design shall produce a workable product at the job site, Type V sulfate resistant, and shall be selected to minimize early curing and shrinkage cracking that may form prior to tendon stressing.
- B. Calcium chloride or other materials containing chlorides are corrosive to reinforcing steel and shall not be used as an admixture.

Concrete Properties	Concrete Classification
	4000
Maximum Water/Cement Ratio	0.45 or less
Minimum Cement Content (sacks/cubic yard)	6.5
Slump (inches)	3” to 5”
Air Content (percent)	4% to 6%
Synthetic Macro-Fiber (lbs/cubic yard)	3.0
Required Average 28 Day Compression Strength Test (psi)	4200
Required Minimum 28 Day Compression Strength Test (psi)	4000

- C. SLUMP - shall meet the minimum requirements set forth in the table above when reducing water agents are not used.
- D. SYNTHETIC MACRO-FIBER - shall meet the minimum requirements set forth in the table above, comply with ASTM C1116, 1399, & 1609 and shall be TUF-STRAND MaxTen synthetic fibers or approved equal.

- E. COMPRESSION STRENGTH TEST - One test shall consist of the average strength of two cylinders in the test sample.
- F. CONTRACTOR shall furnish and install concrete that will produce a Required Average (28) Day Compressive Strength as shown on the table above. The average of any three consecutive (28) day strength tests shall not fall below the required Minimum (28) Day Compressive Strength Test shown. If the average of any three consecutive tests falls below the Required Minimum, the average strength of the concrete shall be increased at CONTRACTOR'S expense by increasing the cement content.

## **2.4 COURT FINISHING MATERIALS**

- A. COURT PATCH BINDER - Court patch binder shall be a high strength acrylic latex bonding liquid designed to mix with silica sand and Portland Cement as a patching compound. The patching mix may be used to repair depressions, cracks and other irregularities. Court patch binder shall allow for the application of quick drying leveling patches up to  $\frac{3}{4}$ " in depth. Court patch binder shall be Plexipave Court Patch Binder or approved equal.
- B. PATCHING AND LEVELING COMPOUND - Patching and leveling compound shall be a single unit 100% acrylic latex patching and leveling compound designed to patch shallow depressions without the mixing of several components. It may be used to level puddled areas and can be used as crack filler. Patching and leveling compound shall be Plexipatch by Plexipave or approved equal.
- C. RESURFACING COMPOUND - The resurfacing compound shall be an acrylic latex binder developed expressly for job mixing with silica sand to obtain a filler coat that reduces surface porosity in asphalt and concrete pavement. Resurfacing compound shall be Acrylic Resurfacer by Plexipave or approved equal.
- D. COLOR BASE
  - 1. Color base shall be a naturally colored textured base which provides a durable, uniformly textured, court surface. Color base shall be Plexipave Color Base or approved equal.
  - 2. Color base with admixtures shall produce the pace of play specified in the Drawings or as otherwise required by OWNER.
  - 3. CONTRACTOR shall verify color base manufacturer's requirement for a vapor barrier beneath the concrete slab for warranty purposes and shall advise OWNER in writing if the requirements of the Drawings with regard to a vapor barrier differ from the requirements of the color base manufacturer for a vapor barrier.
- E. FINISH COAT - Finish coat shall be a 100% acrylic, highly pigmented coating to provide a colorful, long lasting finish and to protect the color base from deteriorating effects of the sun, and to otherwise reflect solar energy for reducing surface heat. Finish coat shall be Plexichrome by Plexipave or approved equal.

- F. LINE PAINT - Line paint shall be highly reflective marking paint for use over any bituminous surface or color coating system. The finished application shall be non-glaring, highly resistant to climatic conditions, fast drying, easily applied, and provide excellent hiding. Line paint shall not cause crazing, cracking, peeling, or deterioration to asphalt. The paint shall be 100% acrylic emulsion type containing no alkyds, butadiene styrene, or vinyls. Line paint shall be Plexicolor Line Paint by Plexipave or approved equal.
- G. FENCING - Fencing materials shall be as required by the Drawings and as otherwise described in the Specifications.
- H. COURT APPURTENANCES - Net post, nets, anchors, basketball standards, shade structures, benches, etc. shall be as required by the Drawing and as otherwise described in the Specifications.

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## **PART 3 EXECUTION**

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### **3.1 COURT INSTALLER**

- A. The term "Court Installer" refers to:
  - 1. The contractor or sub-contractor responsible for the concrete forming, placing, finishing, and curing.
  - 2. The contractor or sub-contractor responsible for post-tensioning.
  - 3. The contractor or sub-contractor responsible for provision and placement of the court surfacing.
- B. CONTRACTOR shall meet the following minimum criteria or shall retain a sub-contractor who meets the following minimum criteria to complete installation of the post-tensioned concrete courts:
  - 1. The Court Installer shall carry all current licenses as listed in the Bidder's General Information and shall provide evidence of such licensure to the OWNER prior to commencement of the work.
  - 2. The Court Installer shall have completed at least five (5) post-tensioned concrete court installation projects (individually) with favorable results in the most recent three (3) years and shall provide evidence, including references with contact information, to OWNER prior to commencement of the work for the OWNER's use in verifying favorability of the Court Installer's prior work.
- C. OWNER may review evidence of licensure and experience and may contact the Court Installer's references to verify whether or not the Court Installer meets the minimum criteria. Determination of whether or not the Court Installer meets the minimum criteria shall be at the OWNER's sole discretion.
- D. OWNER reserves the right to disallow any Court Installer from performing the work if, at its sole discretion, the Court Installer does not meet the minimum criteria established herein or the Court Installer does not, at the OWNER's sole determination and discretion, represent a responsible bidder according to the OWNER's governing code for contract procurement.

### 3.2 COURT BASE PREPARATION

- A. Preparation of the sub-grade and base course strata shall be completed in accordance with the requirements of the geotechnical report, if available, and/or the Drawings prior to layout of reinforcing tendons. In cases where the requirements of the geotechnical report and Drawings conflict, the more stringent standard shall govern.
- B. Vapor barrier shall be installed in accordance with the Drawings.
- C. In instances where the sand is placed between the vapor barrier and post-tensioned concrete court, CONTRACTOR may use a compacted pit run sand to avoid displacement during the construction. CONTRACTOR shall ensure that construction operations do not displace the compacted sand leaving ridges, depression, ruts, mounds, etc. that would cause a weakened plane in the concrete court.

### 3.3 CONCRETE AND REINFORCEMENT

#### A. FORMING

- 1. Forms shall be accurately set to the lines indicated on the Drawings and such that the finished grades indicated on Drawings may be accomplished. CONTRACTOR shall be responsible for field verifying all grades prior to placement of tendons and concrete such that maximum and minimum slope requirements are met. In verifying field conditions, CONTRACTOR shall employ redundant measurement techniques to verify initial results. CONTRACTOR shall immediately notify OWNER and ENGINEER if discrepancies are discovered.
- 2. Forms shall be securely staked to prevent settlement or movement during placement of concrete. Forms shall remain until concrete has taken final set.

#### B. REINFORCEMENT, TENSIONING, CABLES, AND ANCHORS

- 1. Post-tensioning materials shall be supplied as a complete system by a facility currently certified under PTI's Certification Program for Plants Producing Unbonded Single-Strand Tendons. Post-tensioning tendons shall be placed in the quantity and locations indicated in the Drawings. Tendons shall be straight, uniformly spaced, and installed per manufacturer recommendations, any deviation to avoid obstructions in the slab shall be done in accordance with the Drawings.
- 2. All cables shall be supported on chairs and loosely tied at all intersections to prevent vertical and horizontal movement during concrete placement. Strand alignment and spacing shall be as shown in the Drawings. Horizontal deviations in tendon alignment may be allowed within the limits of the details shown on the Drawings. Vertical tendon locations should be maintained in preference to other materials, including supplementary reinforcing steel. Vertical deviations of the tendons should not result in the tendons being placed outside the middle third of the slab and should be limited to  $\pm \frac{1}{2}$  inch for slabs five inches thick or less and  $\pm 10\%$  of the slab thickness but not to exceed one inch for slabs over five inches thick.
- 3. If tendon sheathing is damaged for 5" or more along the length of the tendon, it shall be re-sheathed to prevent concrete from bonding to the tendon. If damaged area is less than 5" tubing

and spiral wrapped tape a minimum 3" outside the damaged area can be used to repair damaged area in accordance with the Drawings.

4. Standard reinforcing bars shall be of the size and at the locations specified in the Drawings. Reinforcing splice lengths shall be a minimum of 30 bar diameters unless noted otherwise in the Drawings.

#### C. PLACEMENT

1. Concrete courts shall be placed in one continuous operation or as required by the Drawings. The slab thickness shall be as required by the Drawings and the slab shall be placed with a roller or laser screed capable of providing a surface such that the surface variation does not exceed 1/8" in ten (10) feet when measured in any direction with a straight edge and a slope of 1 inch in 10 feet, all in one plane. This may be determined by flooding the court with water and allowing it to drain for one hour on a 70-degree or warmer day.
2. CONTRACTOR shall operate the screed in such a manner that the post-tensioned cables are not displaced out of their intended vertical and horizontal alignment.
3. Concrete placement should conform to the latest version of ACI 302.1R – Guide for Concrete Floor and Slab Construction. Concrete shall be placed in a manner that ensures that the position of the post-tensioning tendons and other reinforcing steel is not disturbed. Proper vibration or other means of concrete consolidation shall be accomplished to eliminate voids and prevent honeycombing, especially in the vicinity of post-tensioning anchorages.
4. All hardware which may cause restraint to shortening in the concrete slab, including pins holding screed cups, supports etc. shall be removed from the concrete slab before set occurs.
5. Proper curing of the concrete slab is essential in order to minimize the amount of shrinkage cracking that can occur prior to the stressing of the tendons. CONTRACTOR shall place an ASTM C171 polyethylene sheet for moisture loss and reflectance control on concrete slab for curing by Ultra Cure NCF by Universal Forest Products, Inc. or approved equal.
6. Surface cracks that may occur prior to stressing of the tendons shall be kept free of dirt and debris by applying tape over apparent cracks. Other similar methods may be employed to ensure the cracks remain free of objects that would prevent them from closing during post-tensioning.

- D. JOINTS - Post-tensioned concrete slabs shall have no joints except those required by the Drawings. In the event joints are required, joints shall be placed in the slab where designated by the Drawings.

#### E. POST TENSIONING

1. Tendon stressing involves working with extremely high forces which can result in a dangerous situation. CONTRACTOR shall ensure that all safety precautions are in place and observed by all

personnel on site. Personnel not directly involved in the tensioning process or inspection shall not be permitted in the vicinity of the stressing operation.

2. At CONTRACTOR's discretion, after the forms are removed and the concrete has set to a minimum of 1,700 psi, the "half-stress" tensioning procedure may begin. When such a process is employed by CONTRACTOR, the force applied to the tendons shall not exceed 50% of the final jacking force. Approximately one (1) week later, but not earlier than when the concrete has reached a minimum compressive strength of 2,000 psi, the final stressing process may begin by tensioning each tendon to a maximum of eighty percent (80%) of the ultimate tensile strength and anchoring each tendon to a minimum of seventy percent (70%) of the ultimate tensile strength. Tendons should not be stressed where cracks, voids, or excessive honeycombing is visible at the anchorages; in this event, repairs shall be made prior to tensioning of the tendons.
3. Care shall be taken by CONTRACTOR to ensure accurate measurements of elongation of the tendons. This shall include proper and accurate application of the elongation reference marks on the tendons. The final tendon elongation shall be measured and recorded to an accuracy of  $\pm 1/8"$  as they are stressed. The tendon elongation is measured as the distance the initial reference mark has moved from its initial position after seating the wedges and removing the jack. The allowable tolerance shall be no greater than 10%.
4. After final elongations of the tendons have been approved, tendons shall be cut utilizing a method that results in one inch of cover to the tail of the tendon from the finished edge of the concrete. Immediately after the tendons are cut, the recesses shall be filled with non-shrink, non-metallic grout flush with but not extending beyond the edge of the slab.

### **3.4 MISCELLANEOUS HARDWARE AND APPURTENANCES**

- A. TENDON MARKERS - Tendon markers or locator nails shall be a  $\frac{3}{4}"$  9 gage hardened steel round shank masonry nail and shall be placed over each post-tensioned tendon on all edges of the slab when the concrete is still green. This allows for OWNER to verify the approximate location of tendons for future improvements or maintenance.
- B. POST SLEEVES - All interior posts / obstructions shall be sleeved to aid in planarity of courts. CONTRACTOR shall set sleeves for posts prior to placement of concrete and to a depth of at least 18". Use sleeves that consist of lengths of 0.048-inch galvanized metal pipe sleeves, with an inside diameter sufficient to allow the posts to fit. Coat inside of sleeve and outside of posts with bituminous paint. Caulk posts securely in place with lead wool.
- C. POST INSTALLATION – Upon completion of the post-tensioned concrete court CONTRACTOR shall half-fill the void with an epoxy or approved bonding material and force the post to the bottom of the hole and extract to ensure proper coverage. CONTRACTOR shall then thoroughly work additional epoxy or approved material into the hole so as to leave no voids and ensure the fence post is secure and plumb.

- D. **FABRIC INSTALLATION** - Where fence fabric installation is required over court surfacing, the bottom of the bottom rail and fence fabric shall be installed at a distance of 1 ¾" to 2 ¼" from the court surface to allow for placement of the court surface and to prevent the fence fabric from scratching the court surface.
- E. **JOINT SEALANT** - Where joint sealant is required by the Drawings, CONTRACTOR shall clean, dry, sound and free all surface contaminants from the joint and adjacent substrate. Remove all traces of dust, laitance, grease, oils, curing compounds, release agents, and foreign particles by mechanical means, taking care to preserve existing surfaces. Blow joint free of dust using compressed air line equipped with an oil trap. All joint sealants shall be installed prior to any court surfacing to allow for bonding to the concrete surface.
- F. **CONTROL JOINTS** - Post-tensioned concrete courts shall be placed in continuous individual pours and no construction joints will be allowed in the field. Control joints for the closure strip, if required by the Drawings, shall be saw cut and fill with an approved joint sealant.

### **3.5 COURT FINISHING**

#### **A. SURFACE PREPARATION**

- 1. CONTRACTOR shall prepare surface with phosphoric acid etching and thorough washing to remove dirt, dust, or oily materials prior to placement of surface materials unless recommended otherwise by surface materials supplier. Surface shall otherwise be sound, smooth, and free from dust, dirt, and debris.
- 2. Prior to the application of surfacing materials, the entire surface should be flooded with water and allowed to drain for one hour, and checked for minor depressions or irregularities. Any areas with puddles of depths greater than 3/16" shall be marked and repaired with court patch binder and/or patching and leveling compound.

#### **B. COURT PATCH BINDER**

- 1. All storage, mixing and application of materials shall be in conformance with manufacturer recommendations.
- 2. Use steel trowel and/or metal screed to fill all depressions or irregularities in courts and other recreational pavement areas.
- 3. Cracks greater than ¼" shall be filled and leveled with a square hand-trowel or broad knife by forcing the court patch binder filler mix into the crack and striking off excess material. Edges may be feathered using a hand trowel and a damp cloth to form a smooth transition from patch to the original surface.
- 4. Depressions up to ¾" shall be applied by steel trowel or metal screed to level the surface to proper grade using the proper mix design. Depressions in excess of ¾" depth must receive



multiple applications of court patch binder mix, allowing 24 hours before applying subsequent lifts. Each application of court patch mix must be feathered out to a fine edge. Any rough edges must be rubbed down with an abrasive rubbing stone to remove roughness.

C. PATCHING AND LEVELING COMPOUND

1. All storage, mixing and application of materials shall be in conformance with manufacturer recommendations.
2. All areas to be leveled and patched shall be outlined at the extent of the area to be covered. Patching and leveling compound shall be laid in with a hand trowel, squeegee or screed depending on the size of the patch. Patching & leveling compound shall be thoroughly mixed with a mechanical agitator prior to application. After installation, a moist mason's sponge may be used to feather the edges so that no ridges will appear in subsequent coats of the resurfacing compound and color base system.
3. After drying, any rough edges shall be sanded smooth and loose material shall be carefully removed from the court or recreation area by air broom and/or sweeping.

D. RESURFACING COMPOUND - All storage, mixing and application of materials shall be in conformance with manufacturer recommendations. One or more coats may be required to provide a smooth, dense underlayment for the color base and finish coat system. Application of resurfacing compound shall be allowed to dry thoroughly. Ridges, rough spots, and irregularities shall be scraped off between subsequent coats of resurfacing compounds and before application of the color base and finish coat system.

E. COLOR BASE

1. All storage and application of materials shall be in conformance with manufacturer recommendations
2. In general, color base shall be applied by flexible rubber bladed squeegee on the clean, dry surface in three or more applications crosswise of the court to obtain the total quantity and finish thickness recommended by the system manufacturer. No application shall be covered by a succeeding application until thoroughly cured.

F. FINISH COAT

1. All storage, mixing and application of materials shall be in conformance with manufacturer recommendations.
2. In general, application shall be by squeegee followed immediately with a wide hair-type broom.
3. Finish coats shall be in the colors and patterns indicated in the Drawings, the governing association, or as directed otherwise by OWNER.

G. LINE PAINT

1. All storage, mixing and application of materials shall be in conformance with manufacturer recommendations.
2. Four hours minimum after completion of the finish coat, or per manufacturer recommendation, 2-inch wide playing lines shall be accurately located, marked, and painted with line paint as specified by the Drawings or governing association. The paint shall be 100% acrylic emulsion type containing no alkyds, butadiene styrene, or vinyls and shall be thinned with water only.
3. Line paints shall be in the colors and patterns indicated in the Drawings, the governing association, or as directed otherwise by OWNER.

### **3.6 FIELD QUALITY CONTROL**

- A. RESPONSIBLE PARTY - CONTRACTOR shall be responsible for the quality control and assurance of a properly installed post-tensioned concrete court.
- B. SLOPE - The slope of the court shall be in a true plane in accordance with the Drawings and shall not exceed the maximum or minimum allowable slope determined by the governing association for play and drainage of the post-tensioned concrete courts.
- C. PLANARITY - The finished post-tensioned concrete court shall not vary more than  $\pm 3/8"$  from the designed elevation within the primary playing area. The post-tensioned concrete court shall be flooded with water and allowed to drain to check for planarity. Low areas, or "birdbaths" where standing water more than  $1/16"$  deep (commonly measured using a nickel) remains after drainage of the area has ceased or after one hour at 70 degrees F or above shall be patched and leveled according to the recommendations of the manufacturer of the color surface prior to proceeding with coating.
- D. EVENNESS - For proper drainage and acceptable play, the post-tensioned concrete court must be smooth and regular, lacking humps and dips. As a measure of evenness, the post-tensioned concrete court surface shall not vary more than  $1/8"$  in 10' when measured in any direction using a straightedge.
- E. SMALL IRREGULARITIES - Small deviations over a short distance, such as those caused by irregular seams, expanded aggregate or roller marks, may affect play. Therefore, no deviation in the post-tensioned concrete surface greater than  $1/8"$  in 18" will be accepted.

END OF SECTION