

SOUTH JORDAN CITY PLANNING COMMISSION

STAFF REPORT

MEETING DATE: FEBRUARY 25, 2025

FILE OVERVIEW

Item Name	Altitude Land Use and Rezone with Development Agreement
Address	515 W. Ultradent Dr.
File Number	PLZBA202400018
Applicant	Krisel Travis, DAI
Property Owner	BRANDON VAL HARRISON TRUST, GREGORY ALTON HARRISON TRUST
Staff Author	Damir Drozdek, Planner III
Presenter	Damir Drozdek, Planner III

PROPERTY OVERVIEW

Acreage	Approximately 18.5 acres		
Recorded Subdivision	Not in a subdivision		
Current Zone	A-1 (Agricultural, min. 1 acre lot)		
Current Land Use	AP (Agricultural Preservation) and NA (Natural Area)		
Neighboring Properties	Zone		Current Land Use
	North	A-1	Vacant and undeveloped land
	East	I-F	Commercial and office uses
	South	A-1 and I-F	Open space
	West	A-5	Jordan river

ITEM SUMMARY

The applicant is proposing to develop the property into a residential development consisting of a mix of townhomes and condominium buildings. The project will be an equal mix of for-sale and for-rent housing units. The west end of the project will be conserved as open space. Staff is recommending approval of the application.

TIMELINE

- On February 8, 2024 the applicant submitted a complete application to City staff for review.
- As required by the Planned Development (PD) Floating Zone process, the application was discussed at two City Council study sessions.
- On September 25, 2024 the project received Architectural Review Committee's (ARC) favorable recommendation.
- The application went through 7 documented revisions with staff comments and corrections prior to being scheduled for Planning Commission.
- On November 12, 2024 the Planning Commission voted unanimously that the City Council **deny** the application.
- Since then, the applicant has worked with the City and the Jordan River Commission on various improvements to the development plan that address concerns related to the project's proximity to protected open space along the Jordan River and the floodplain.
- On January 29, 2025 the applicant presented additional architecture to the ARC and received ARC's favorable recommendation.
- Since the last Planning Commission meeting and the current one, the applicant has gone through one additional formal City staff review.

REPORT ANALYSIS

Application Summary:

On November 12, 2024 the City Planning Commission held a public hearing where a number of residents expressed their concerns regarding various issues. The issues raised at the meeting include:

- | | |
|-------------------------------------|--|
| • Housing density, | • For-sale vs for-rent housing, |
| • Traffic congestion, | • Safety concerns with bridge connection over the river, and |
| • Loss of open space, | • Concerns with availability of drinking water. |
| • Wildlife concerns, | |
| • Encroachment into the floodplain, | |

The Planning Commission voted unanimously to recommend that the City Council deny the project citing concerns that the project would encroach into the floodplain, modify area designated on the Future Land Use Map as open space, and disrupt the wildlife habitat. Some Commissioners also expressed concerns about the number of housing units and housing affordability. The Planning Commission also noted that this is the right place for high density housing based on its location and proximity to transit. Some Planning Commissioners liked the

idea of having a trail and a bridge connection across the river, while others had some reservations regarding this proposal.

Since then, the applicant has worked with the City and the Jordan River Commission to make changes to its proposal that would address some of the concerns expressed at the last Planning Commission meeting. Because the changes are significant, the Planning Commission is required to again review the application and make a recommendation to the City Council before the City Council holds a public hearing on the application and makes any decisions. The applicant believes that it has addressed the most pressing concerns expressed by the Planning Commission during the last meeting. The changes made to the plans to address these concerns include the following:

- Encroachment into the floodplain – the applicant has removed buildings from the floodplain. The original proposal had four entire buildings and two partial buildings in the floodplain. The current proposal has no buildings in the flood plain. There is only a small portion of the private parking and private roads located in the flood plain with the current proposal.
- Disruption to the wildlife and the natural area – the applicant has increased the natural area space from approximately 4 acres to 6 acres and replaced fencing along the north boundary from a 6' solid masonry wall to an open type 4' post and rail fence.
- Housing affordability – the applicant has teamed up with Edge Homes to introduce a condominium product with this latest proposal. The condominiums will offer a lower price point for ownership and will provide another housing option at the site. There will be 84 condominium units in 6 buildings and 27 townhome units for sale. The remaining 111 townhome units will be for rent.

Because Soren Simonsen, the Executive Director of the Jordan River Commission, raised many of the concerns that led the Planning Commission to recommend denial of the project, City staff and the applicant spent time with Mr. Simonsen to understand his concerns and how to address those concerns. Mr. Simonsen has reviewed the updated proposal and provided a letter (Attachment H) supporting the changes the applicant has made to the proposed project.

The overall project density has increased from approximately 10 units to the acre to approximately 12 units per acre. In terms of units, the project has gone from a total of 187 all townhome units to a total of 222 condominium and townhome units. According to the applicant, the increase in density offsets the changes in unit types and development costs with the new proposal.

Fiscal impact: The attached exhibit shows the anticipated fiscal impacts of the request.

Development Agreement:

The applicant has committed through a development agreement to do the following:

- construct a public trail;

- donate \$350,000.00 towards the future construction of a bridge over the Jordan River;
- build the project including building architecture, streets, parking and fencing consistent with the exhibits in the development agreement;
- maintain a 50/50 split between for-sale and for-rent units in the project;
- manage garbage and recycling pickup privately; and
- obtain a secondary access to the project prior to submitting an application for final plat approval.

The agreement contains other clauses as well including, but not limited to, building heights, retaining walls, bio swale, building codes and the floodplain.

FINDINGS AND RECOMMENDATION

General Plan Conformance

The application is in conformance with the following goals and strategies from the General Plan:

- Goal LU-2. Develop and maintain a pattern of residential land uses that provides for a variety of densities and types yet maintains the high standards of existing development.
- Policy LU-2.2. Implement subdivision regulations that encourage housing variation, including setbacks, lot size, house size, exterior materials and architectural enhancements such as front porches and garages set behind the front of house.
- Goal H-1. Provide opportunities for the development of a mix of housing types within the City.

Strategic Priorities Conformance:

The application is in conformance with the following directives from the Strategic Direction:

- RPI-2. Develops quality public infrastructure
- RPI-4. Ensures funding from multiple stakeholders to effectively plan, develop, staff and operate quality public infrastructure
- BRE-2. Implements ordinances and policies that encourage quality community growth and development
- DAOS-1. Develops a quality parks, trails and recreation facilities system
- DAOS-4. Offers a variety of park amenities, recreation and art programs and community events for all ages and abilities.
- SG-2. Creates and supports environmentally sustainable programs including water conservation, recycling, energy conservation, and air quality improvement to ensure the financial well-being and long-term sustainability of the community

Findings:

- The City Council may approve the application because it meets the rezone standards of approval of the City Code.
- The required development agreement provides predictability for how the property will look and be used. Any major changes to the agreement will require further approvals and a modification of the development agreement by the City Council.
- The “Mixed Use TOD Opportunity - (MUT)” land use designation is defined in the General Plan as follows: “Mixed Use Transit Oriented Development Opportunity identifies active areas that are within ¼ mile of transit hubs. These areas support a vertical or horizontal mix of commercial, office, and higher density residential uses with entertainment, restaurants, bars, cafes, and businesses that do not require automotive transportation. These areas shall be located adjacent to regional transit hubs and provide accommodation for active transportation such as bike racks.”
- The “Natural Areas - (NA)” land use designation is defined in the General Plan as follows: “Natural Areas are set aside for habitat and riparian corridors in continuity to allow for animal migration, hydraulic flows, and visual breaks in the built environment. These areas may include limited site improvements characteristic of the environment such as restroom facilities, shade structures, and small outdoor classrooms.”

Conclusions:

- The application is in conformance with the General Plan and the City’s Strategic Priorities.

Planning Staff Recommendation:

Staff recommends approval of the application based on the report analysis, findings, and conclusions listed above.

PLANNING COMMISSION ACTION

Required Action:

Recommendation for City Council

Scope of Decision:

This is a legislative item that will be decided by the City Council. The decision should consider prior adopted policies, especially the General Plan.

Standard of Approval:

As described in City Code §[17.22.020](#), the following guidelines shall be considered in the rezoning of parcels:

- 1- The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- 2- The parcel to be rezoned can accommodate the requirements of the proposed zone.
- 3- The rezoning will not impair the development potential of the parcel or neighboring properties.

Motion Ready:

I move that the Planning Commission recommend that the City Council approve:

1. Resolution R2025-12 authorizing the Mayor to sign the development agreement;
2. Resolution R2025-13 approving the land use amendment; and
3. Ordinance No. 2025-02-Z approving the zone change.

Alternatives:


1. Recommend approval with changes.
2. Recommend denial of the application.
3. Schedule the application for a decision at some future date.

SUPPORTING MATERIALS

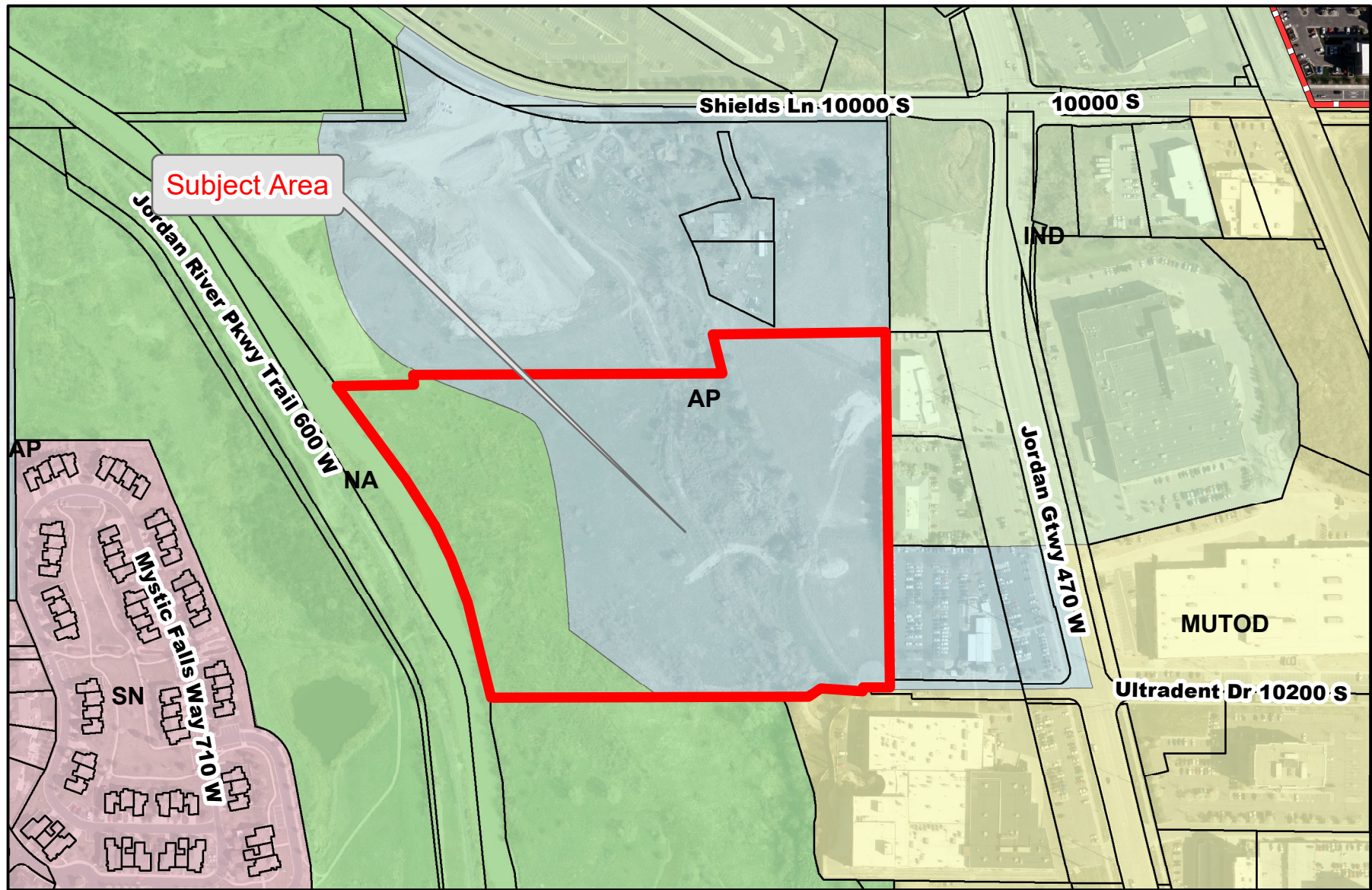
- | | |
|--------------------------------------|-------------------------------------|
| 1. Attachment A, Aerial Map | 8. Attachment H, Letter from Soren |
| 2. Attachment B, Future Land Use Map | Simonsen, Executive Director of the |
| 3. Attachment C, Zoning Map | Jordan River Commission |
| 4. Attachment D, Fiscal Impact | 9. Resolution R2025-12 and the |
| 5. Attachment E, Infrastructure | Development Agreement |
| Analysis | 10. Resolution R2025-13 |
| 6. Attachment F, ARC Meeting Minutes | a. Exhibit A- Future Land Use |
| 7. Attachment G, Planning Commission | 11. Ordinance 2025-02-Z |
| Meeting Minutes | a. Exhibit A – Zoning Map |

Attachment A



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Aerial Map</h2> <h3>City of South Jordan</h3>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2024</p> 
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Attachment B



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Future Land Use Map</h2> <p><i>City of South Jordan</i></p>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2024</p> 
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Attachment C



<p>Legend</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 2024</p> 
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Attachment D

Project Analysis

Project: Altitude Subdivision

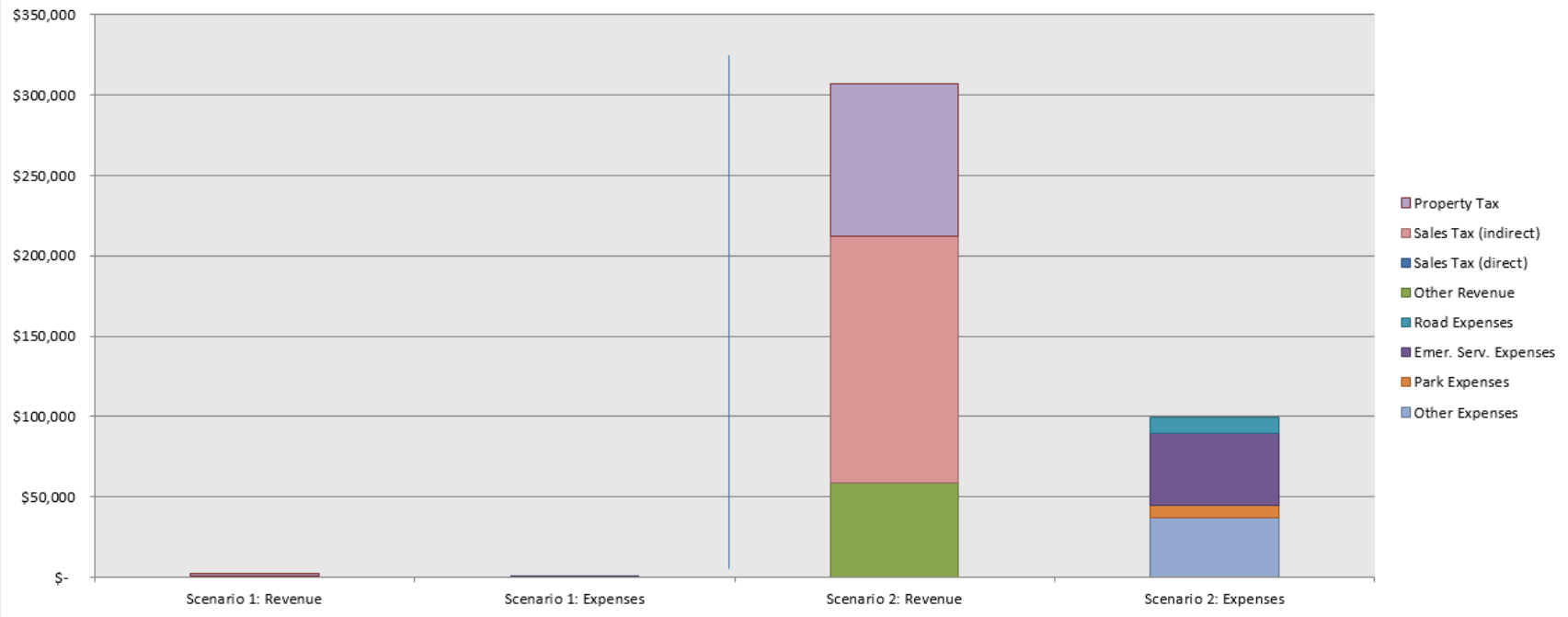
February 12, 2025

Scenario Descriptions		Financial Summary by Scenario	
Scenario 1:	No Change - A-1		
No Change - Agriculture A-1(18.46 acres)		Direct Impact (General Fund)	
		No Change - A-1	R-M (P-D)
Revenue		\$ 1,601	\$ 153,715
Property Tax		\$ 1,245	\$ 94,877
Sales Tax (direct)		\$ -	\$ -
Other		\$ 357	\$ 58,838
Expenses		\$ 271	\$ 99,608
Roads		\$ -	\$ 9,822
Emergency Serv.		\$ 230	\$ 44,898
Parks		\$ 41	\$ 7,609
Other		\$ -	\$ 37,278
Total		\$ 1,330	\$ 54,107
Per Acre		\$ 72.05	\$ 2,931.47
Per Unit		\$ 1,330.06	\$ 243.72
Per Person		\$ 376.92	\$ 82.83
Indirect Impact			
Potential Retail Sales		\$ 81,383	\$ 15,485,416
Sales Tax (indirect)		\$ 827	\$ 153,035

*Other Revenue - Includes Permits, Licenses, Motor Vehicle Tax, Energy Sales & Use Tax, Telecommunications Tax, and Cable Franchise Tax.

** Other Expense - Includes all other General Fund Expenses excluding Roads, Emergency Services, and Parks.

Annual General Fund Impact



Attachment E

LAND USE AMMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	Altitude Property Rezone 515 West Ultradent Drive
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Planner Assigned	Damir Drozdek
Engineer Assigned	Jared Francis

The Engineering Department has reviewed this application and has the following comments:

Transportation: *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The project is required to provide two separate points of access. The proposed access locations are from Ultradent Drive, a public street at the southeast corner of the project and from a secondary access at the northeast corner. The secondary access must be secured by the developer as either dedicated public right of way or as a public access easement acceptable to the City, per the proposed development agreement.

Culinary Water: *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

There is an existing City owned 8" water main near both of the proposed access locations. The project must connect to at least two City culinary water sources in order to provide a looped system for the development. Fire hydrants will be required on site as per City standards. A water model will be required as part of the preliminary subdivision submittals.

Secondary Water: *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

There doesn't appear to be a City owned secondary water system in the area. An engineer's cost estimate may be required to determine if it's feasible per City code for the new development to provide a functioning secondary water system.

Sanitary Sewer: *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*

There is a sewer main running north and south through the middle of the project. Due to the existing grading of the property only some of the proposed units will be able to gravity flow to this system. The remaining units that are lower in elevation will either require a lift station in order to utilize the same sewer main, or possibly cross the Jordan River to reach a sewer main on the west side. Design and connection requirements will be determined by the South Valley Sewer District.

Storm Drainage: *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*

In order to comply with State and City guidelines, proposed developments must retain on site, through use of approved low impact development devices and best management practices, all rainfall events less than or equal to the 80th percentile rainfall event. For storm events greater than the 80th percentile, the additional storm water must either be retained on site or discharged into an approved storm drain system. Since there isn't an existing City storm drain system near the project, the storm water above the 80th percentile rainfall event must be retained on site or the developer may explore options to acquire permits for discharging flows to the Jordan River.

Other Items: *(Any other items that might be of concern)*

Floodplain: Part of the property is within the FEMA Special Flood Hazard Area. According to the concept plan, the proposed building units will be located outside of the floodplain. However, since there will be some fill and other improvements within this area, a Floodplain Development Permit will be required as part of the review for preliminary subdivision.

Report Approved:

Jared Francis
Jared Francis (Feb 14, 2025 08:16 MST)
Development Engineer

Feb 14, 2025
Date

Brad Klavano
Brad Klavano (Feb 14, 2025 08:20 MST)
Brad Klavano, PE, PLS
Director of Engineering Services/City Engineer

Feb 14, 2025
Date











Altitude LUA and REZ - 2

Final Audit Report

2025-02-14

Created:	2025-02-14
By:	Becky Messer (rmesser@sjc.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFTuWngmT53-UruMUAx2hGSWQv34FnE0X

"Altitude LUA and REZ - 2" History

-  Document created by Becky Messer (rmesser@sjc.utah.gov)
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-  Document emailed to jfrancis@sjc.utah.gov for signature
2025-02-14 - 0:12:27 AM GMT
-  Email viewed by jfrancis@sjc.utah.gov
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-  Signer jfrancis@sjc.utah.gov entered name at signing as Jared Francis
2025-02-14 - 3:16:09 PM GMT- IP address: 63.226.77.126
-  Document e-signed by Jared Francis (jfrancis@sjc.utah.gov)
Signature Date: 2025-02-14 - 3:16:11 PM GMT - Time Source: server- IP address: 63.226.77.126
-  Document emailed to bklavano@sjc.utah.gov for signature
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-  Signer bklavano@sjc.utah.gov entered name at signing as Brad Klavano
2025-02-14 - 3:20:10 PM GMT- IP address: 63.226.77.126
-  Document e-signed by Brad Klavano (bklavano@sjc.utah.gov)
Signature Date: 2025-02-14 - 3:20:12 PM GMT - Time Source: server- IP address: 63.226.77.126
-  Agreement completed.
2025-02-14 - 3:20:12 PM GMT



Adobe Acrobat Sign

Attachment F

**CITY OF SOUTH JORDAN
ARCHITECTURAL REVIEW COMMITTEE MEETING MINUTES
SOUTH JORDAN CITY HALL – MAPLE CONFERENCE ROOM
WEDNESDAY, JANUARY 29, 2025**



Attendance City Staff: *Laurel Bevans, Kathy Johnson, Damir Drozdek, Cory Day*

Attendance Applicant(s): *Krisel Travis, Tanner Johnson, Aaron Parkes*

Minutes Prepared by: *Katelynn White*

ARCHITECTURAL REVIEW COMMITTEE MEETING

THE MEETING STARTED AT 8:30 A.M. AND THE MEETING WENT AS FOLLOWS:

A. GENERAL BUSINESS ITEMS

A.1. ALTITUDE- TOWNHOME COMMUNITY

Location: 515 W Ultradent Dr.

Applicant: Andy Welch, DAI

Planner: Damir Drozdek

What are the required steps to move forward with the project?

The Applicants initiated the meeting with an overview of their newly updated design. The community will have 222 units and is now partnering with Edge Homes for the design. Despite the increase in units, the unit per acreage will not be affected.

The Altitude Townhome Community will include both for-rent and for-sale properties. There was an emphasis that the condos would be mostly for sale and the townhomes mostly for rent.

During the previous Planning Commission meeting, the Applicants faced concern from the Jordan River Commission over the townhome community being located in a floodplain. The Applicants expressed, that they are moving away from the flood plain eliminating all dwellings from this area. The Applicants have now decided to build vertically to accommodate less usable ground space on site.

The applicants then showed plans for the entire site of the community including bridges and pathways along the river, benches for viewing the surrounding nature, and a corridor connection planned to link the existing nearby bridge to the community. The Applicants also explained how they are currently working with The Soren's Group on planting and landscaping for the community.

The meeting then shifted to discussing an example of a building being built in the community. The plan is to incorporate 14 units per Condominium building: 2 located on the first floor, along with 10 garages, and 4 units on the upper floors.

There was a discussion about the façade materials. Staff raised concerns about how the sample colors did not match the building renderings. The Applicants acknowledged they did not have the exact samples for the Architectural Review Committee, however, they would provide the correct samples by the Planning Commission meeting on the 25th.

The applicants then presented an amendment to the city's natural land use map. The amendment stated that a section would be removed and additional land would be added in an adjacent area on the map, increasing natural space overall.

The Committee expressed some concerns over the building heights throughout the community. It was explained that the development agreement will include language, which potentially allows changes to future zoning requirements. The Committee expressed this may be a point of discussion at the upcoming Planning Commission meeting.

The applicants were then advised on further questions that may be considered at the Planning Commission Meeting. The Committee had no further comments on the architectural features of the buildings.

ADJOURNMENT

Attachment G

I.2. ALTITUDE LAND USE AMENDMENT AND REZONE

Address: 515 W. Ultradent Dr.

File No.: PLZBA202400018

Applicant: Andy Welch, DAI Inc.

Planner Damir Drozdek reviewed background information from the Staff Report.

Commissioners and staff discussed easements in the area and concerns expressed regarding those easements. Planner Drozdek noted that is all contained in the development agreement, and if it can't be worked out then it can't move forward.

Chair Michele Hollist asked if any building is being allowed in the flood plains, either the 100 or 500 years sections.

Planner Drozdek responded yes, there is building being allowed in the 500 year plain, but not in the 100 year plain.

Deputy Engineer Jeremy Nielson added they will have to do a letter of map revision to be allowed building in that flood plain. They will have to raise the elevation to take it out of the flood plain.

Commissioner Laurel Bevans asked about prior funding already supplied for the bridge, and if so, whether that actually means there is a trade with the applicant.

Engineer Nielson responded there is some grant funding, but there is a match to that funding source and these additional funds would fulfill that match requirement.

Chair Hollist asked about the Level of Service for the street in the area.

Engineer Nielson responded it is a major arterial road and has not been on the city's radar for any concerns.

Planner Drozdek noted there was a traffic study done with this project, which did not result in any major recommendations in relation to the two accesses.

Chair Hollist asked about the setback from the river.

Planner Drozdek responded he believes it is about 200 feet from the nearest point from the buildings to the river. At some points it is over 400 feet.

Chair Hollist asked if that space was required to stay open in the development agreement.

Planner Drozdek responded that it's in the concept plans, and would require an amendment to change that.

Commissioner Bevans asked about stabilization requirements for the area being raised out of the flood plain.

Engineer Nielson responded part of the letter of map revision process is the verification process to validate the work was done correctly.

Commissioners and staff discussed the large number of units with only two accesses with Planner Drozdek noting there will be two stubs provided, which might end up providing additional access in the future. They also discussed the density and how that is calculated with the land proposed.

Chair Hollist invited the applicant forward to speak and add anything to the Staff Report.

Nate Shipp (Applicant) - gave an overview and explanation of the proposed plans.

Chair Hollist asked why they have chosen rentals over ownership.

Mr. Shipp explained that the original conversation was for all units to be rentals, during the council conversation they were asked to address the need for owner occupied units in the city. At that point all financials had been done with rentals in mind, and that left them stuck which led to a compromise of half the units being for sale and deed restricted.

Chair Hollist asked about the purchase and rental prices they are expecting.

Mr. Shipp responded the sale prices will begin in the low \$500,000s and rentals will be between \$2500 and \$4000 a month. This is not an inexpensive piece of property to develop, and consequently they will have to build a Class A product and believe it will be accepted in the market.

Commissioner Nathan Gedge asked about possible agreements with adjacent landowners to ensure access to the river and other areas.

Mr. Shipp responded they understand everything has to be in writing before they can begin and he is hopeful that will all happen.

Commissioner Steven Catmull asked if the garages are all standard size.

Mr. Shipp responded they will all accommodate two cars.

Commissioner Catmull asked how they intend to ensure access to parks and other areas for these future residents.

Mr. Shipp noted there will be private amenities for those onsite residents, in addition they will have the connection to the canal and adjacent amenities.

Commissioner Ray Wimmer asked if the bridge would actually encourage more foot traffic along those pristine woodlands being discussed.

Mr. Shipp responded that he hopes people will be respectful and stay on the established trails, but it will be privately owned and they could enact mitigating factors if that became an issue.

Commissioner Bevans asked about onsite management of the two sections of the development.

Mr. Shipp responded the entire property will be professionally managed, both sections will be managed by the same company. They intend to maintain control of the HOA once build out is complete.

Commissioner Bevans asked how they plan to manage the HOA with boardmembers from both sides. She also asked which units they plan to build first.

Mr. Shipp responded they will plan to have a board with both rentals and owner occupied tenants. Their intent is to being with the for sale product, moving into the for rent part later, but they will not be that far apart. Rentals and owner occupied will not be in the same buildings.

Commissioner Catmull asked if they think Class A residents are going to be inclined to use the public transport expected in this development.

Mr. Shipp responded those renting are doing it by choice, they are not there because they have to rent.

Chair Hollist noted that public comments were received before the meeting tonight (Attachments QQ – WW), and opened the Public Hearing for comments.

Brent Carlson (Resident) – I live on the west side of the river, directly across from where this is being built and I got to tell you, from what I've heard tonight from the applicant it confirms to me this is nothing more than a land and money grab based on what the situation is with this land right now. As you know, the Jordan River Corridor Conservation Master Plan, which you are probably all familiar with, designates that this is protected property against development. That is the one thing I want to make sure that we all understand, it is protected property, and they are coming in trying to change and amend the zoning so they can build 187 units, with two cars per unit is about 374 cars additional going across Jordan Gateway, out to I-15 to merge on the freeway, or down Shields Lane as we talked about last night already for the last 5 hours while we waited to talk to you guys. This will increase the congestion. Let's talk about the wildlife which was not mentioned by the applicant, there are so many different animals and birds that this will affect in the area, and if you've walked on the Jordan Parkway like my wife has hundreds of miles, like I have biked thousands of miles on the bike parkway, you see these animals and you see them in all aspects. Anything from a Blue Herron to a coyote to a deer to hawks to Sand Hill Cranes to eagles to pheasants to wild turkeys, foxes and even rattlesnakes are out there. My point is this, you have a responsibility to the residents of this area, especially the Riverwalk area, who

is right across the river, to protect this land as it is, leave it alone. Don't be fooled by the smoke and mirrors of the \$350,000 that they are going to give you in advance, and the big bridge they are going to build. It will increase congestion and the flood plain, yeah, they addressed that tonight, but it's going to happen, there are going to be issues down the line. Plus, you bring in more dirt to level above the elevation plain of the flood plain, you've all seen what's happened with developments where they bring in dirt and then build, there is erosion and the homes start sinking, and there will be issues with those homes after about five years if they do bring in dirt and try to build.

Marc Halliday (Resident) – This was originally my great grandfather's property, we have the original deed that goes back into the mid 1800s on that property and it has been sectioned off. We used to own over where the apartments are on the other side of Shields Lane. Back not too long ago this was MU-TOD property, and then through the master planning and public they decided to change it over to historical preservation R-1. The applicant had the time to take the property then because they happened to be the landowners, I don't think DEI owns it yet because we haven't been notified of that, it's still under my cousin's property, and they got that because their father passed away. He wanted it to be historical agricultural preservation. The son is a developer, he wants to see it mass developed; that is not the wishes of his father, nor is it the wishes of us. I would like to know why you are taking it back from MU-TOD when they had the chance to acquire that property and they didn't make that choice, now you want to let them go back to MU-TOD instead of the historical agricultural preservation. I am not against development, I don't want development to be this massive. I would like to see it be as single dwelling units with maybe equestrian. The equestrian trail starts right there and goes all the way down south, we don't have any equestrian homes anywhere around except where the equestrian park is, and from which it's hard for them to have horses. It should be larger sized lots, single dwelling homes. The governor and legislature, for which I am big part of, not only here but in Washington, DC, wants to see more single dwelling homes that people can afford and get in to. Not pigeon coops that are stacked up that bring no revenue, no tax basis to the communities. They want to see that and I would push that firmly with legislature and government. I will be speaking with them in Washington, DC, here shortly. I would like to take and see no less than the R-1 density where they are larger lots, but I am not sure what the sizes are, but at a minimum. There is secondary water there, the developer has taken and run some of this apartments that are there on the northeast side of this property over the ditch as shown, I don't know why he is looking at doing that. We have large animals there too, they need to be spoken for. Does DEI own the property?

Nathan Miller (Resident) – I've been waiting 5 hours to make this really quick, I've had someone covering my surgical call at the hospital for the last five hours. In summation, this property was established as protected green area in 2011 for a reason and a purpose. That reason and purpose has not changed since then, once that wildlife is gone, once it's killed off or driven away, once that nature is destroyed it's not ever coming back, ever. That's a done deal. My grandfather in Norway says that every man has a price, and basically what he is saying is that every man and woman has a point or price they are willing to bend or break their moral or ethical obligation; he always follows that up with he hopes he never finds what his price is. I sincerely hope tonight that our price for South Jordan is not a \$350,000 bridge. In my mind, it is absolutely ludicrous that we are considering taking back protected lands to stuff 10 pounds of people in a

five pound sack, absolutely ridiculous, and I hope you'll take this into consideration when you guys make your recommendation.

Bryce Cameron (Resident) – I live across the river. My point echoes some of the same, that this is also protected land. South Jordan is the steward of only four beautiful miles of the Jordan River, and to bastardize this land and shove a bunch of people in it seems very short sighted in our long term vision of this valley. This is a core artery of wildlife and enjoyment. When you plug it up with just more and more housing it causes so many problems, that's my biggest concern because I enjoy the trail with my children. I am one of the few people with children who live this close, also the prices are astronomical they are going to charge and won't allow for assistance to those who need affordable housing. Class A is not going to work out that way. I worry about the flood zone as well, I live on the side that is also close to a flood zone and with the weather heating up so quickly and the snow melt melting so quickly, there was a lot of concern the past two years of what is going to happen to Mulligans and us nearby, disrupting the land in the area will only make that a deeper concern. The parking isn't sufficient for them, people in these size homes don't park in their garages, what do they put in there, all their stuff. Their ratio of parking is insufficient and will be clogging the whole area. I care about the wildlife, I think most people here do; South Jordan only has a small bit of it, so let's be intentional and not follow the money.

Tim Hansen (Resident) – I am kind of new, just heard about this recently, this development that's going on. There are three things that come to my mind that I want you guys to consider when you take this on further down to people who might be able to make this happen. The first thing, somebody has to be a steward for those animals that are down there, and we've all talked about it, we've all seen it, there is a variety of things down there. Somebody has to speak up for those poor things, I don't want to be the person that says I was part of the initiative to starve those animals to death and push them out, and I don't think any of you do, nor do these people back here. That's one thing, the other thing that was talked about, this floodplain. When you think about that, they said they were going to build dirt up so it's above the floodplain. Okay, now on top of that we're going to build these apartments. We've all seen it, when we go down I-15 in the Draper area and you see those multi-floor units, do we like the way those look, does anybody like the way that looks. Most of the people who I associate with are saying that the Salt Lake Valley is so overloaded with those kinds of things that it takes away from our city, either Salt Lake, Murray, Riverton, Draper; I don't think we want to do that and that's kind of how this sounds is what they're going to do. The third point of it is, he mentioned there is going to be quite a few rental units and some individual homeowner units. Let me ask you, would you like to buy a home nestled amongst some apartments. Think about that, would any of you like to do that, not me, and I bet you none of these people would either, so I don't know what the developer is thinking, I just can't see how that would work very well. For the most part, people that rent aren't dedicated to the property nearly as much as the people that own the property. How that's going to look down the road I don't know, but those are the three things that popped into my mind, and pretty much anything that anyone else has said, there is no need to repeat it, there are a lot of us that feel the same way.

Soren Simonsen (Jordan River Conservancy) – As a former planning commissioner in another community, I applaud your efforts in sticking with this. I am the Executive Director of the Jordan

River Commission and I am here in my official capacity. I have not had an opportunity to meet with the developers, we often do try and meet with those developing around the Jordan River to offer recommendations and creative input on proposals and would love an opportunity to do that, either formally or informally following the meeting tonight; I just learned about this proposal about a week ago, so I haven't had a chance to prepare any written comments. I will summarize a few thoughts. We are working with all of the communities up and down the Jordan River to preserve this incredible gem, and it has suffered from a lot of not appropriate activity over the last probably 120-130 years or so. There has been great strides to try and reverse some of those trends. There are some specific recommendations I would make for your consideration tonight. First of all, hearing about the fill of the floodplain is one that we would strongly discourage. Although you can raise land to be above the floodplain, which protects the properties from damage and risk, it does create risk and up and down. The river needs space to do what rivers do, and that is to ebb and flow with seasons and cycles. Some of those cycles can be decades, although we are seeing a hastening because of climate change with those cycles creating more extreme water events, which we have seen over the last couple of years. There is also a great effort to get more water into the Jordan River so we can get it to the Great Salt Lake and that of course is resulting in very different kinds of dynamics. We are seeing properties in other communities that are outside of those floodplains that have in recent years been flooding because of the loss of floodplain which carries those floodwaters when they occur. That does present risks, not to this property, but to other properties up and down the river. We would love to minimize fill in this area, upland areas are a critical part of habitat. This property, as noted, happens to be nestled in-between two properties that have over 150, close to 200 acres of preserve, dedicated limited human interaction, in areas and this has the potential to fracture that significant wildlife habitat. If there are opportunities to cluster the development closer to the transit and minimize the impact on the bluff and down into the river bottom area we feel that would be a preferential way to develop, as many communities are doing around the Jordan River and other locations. We encourage you to maybe consider ways to address those river needs as you are thinking about other needs in your community like housing and development.

Melanie Beaucharid (Resident) – I live directly west of this proposed development. I just wanted to bring up a couple things noted in the Jordan River Open Corridor and Open Space and Habitat Conservation Master Plan that has been mentioned a couple of times, and just evidence of having that plan means that natural and open space is important to all residents of South Jordan. It says in here “the Jordan River Corridor Master Plan designates land use zoning and ordinances for the river corridor to ensure that open space will be preserved for its wildlife habitat and recreation values, with a consistent intent regardless of whether changes occur within South Jordan city’s managing and planning personnel.” It also says it was “developed according to the express needs of South Jordan City’s citizens for more natural area open space and the needs of wildlife species that depend upon the Jordan River and its associated habitat for their continued survival, protecting rivers, creeks, and canal corridors, ranked as the highest value for the city’s open space program and was rated as the most important natural space value.” This has already been studied, looked at, and it’s obviously really important to a lot of us and I think this area in specific is very unique because it’s right by the river, so I am not saying anything new that anyone else has not said already, but wanted to add my voice to theirs and let you know how I feel. Also, I am very concerned with the density proposed, just looking at the map compared to our neighborhood. Our neighborhood, I know it’s not the exact same size, but it seems kind of

comparable while being smaller. We have got 84 units compared to 187, and I just think the density is just huge and I just second other people's comments that it doesn't seem like a desirable community to purchase a place in if there is rentals and ones for purchase.

Monice Halliday (Resident) – I am one of the landowners directly north of this, and we are not going to develop in the future, we will be staying agricultural. It has been agricultural since the 1880s when we were in the homestead, and we will be keeping that the same.

Kathy Thompson (Resident) – I live down in the Riverwalk Estates. I would just ditto everything that has been said, but I also wanted my voice to be heard as taking very strong consideration and looking at that rezoning. A lot of things have been said about the Jordan River Corridor and open space, and I'm not sure is this taking some of that away, or it's 200 yard away, but you are going to mess up that whole ecological balance with all the water and animals and everything. So, even if you are 200 yards away it's still going to disrupt that whole balance and all the animals and water going on down in that area, I think that needs to be taken into strong consideration. Again, I just hope that you look at that. They know it's pristine land, they know, they talk about the disturbance and everything with the animals. They may have great intentions, but you are going to disturb that area and those animals aren't coming back and that's gonna take away that whole area.

Lily Perkins (Resident) – Everybody else talked about what is important, which is the open land. I think this is a huge mistake. This development where we live, It's a gated community and by making that bridge, it's just going to make our community vulnerable that are accessing over the side of the west. The city has made a great job every time I call you guys to prune the fire hazard tall grass that grows in there, and some teenagers and other people that are walking the trails are hiding behind those bushes and peeking in through my window. When I was talking about an American Dream, I used to design mountains in a little house, and the sun rising, and I have that view, I paid for that premium lot to have that view, and those three stories buildings will take away my little American Dream and make us vulnerable to people to walk in our development and check around. We know each other, we have a gated community, we want people that live there, we trust each other. I don't have blinds in my windows, I have a beautiful open window on my north side, and the whole east side, it's gorgeous, I paid for that premium lot. I don't want that to be taken away, it's not fair. I know change happens, but just changing and violating a contract just because of developer greediness is not okay. I have beautiful pictures of a bald eagle in that little area, please don't destroy it.

Michelle Foster (Resident) – I am in the Riverwalk Community also. The only comment I can come up with that nobody else has said is I am really curious about the water, I want drinking water in South Jordan and all over Salt Lake we keep getting higher and higher density. What about the water, is anybody thinking about that. That's a huge concern for me, don't we have to stop somewhere, we've been in a drought for how many years and I don't hear anybody talking about that and I'm very concerned about the water.

Chair Hollist closed the Public Hearing and turned to staff for responses to public concerns, including information about historical or preservation applications to this land.

Planner Drozdek was unsure of any historical preservation, the current land use he believes has it marked as agricultural preservation and maybe that's what is being referred to. To note as well, this property is zoned A-1, so the applicant, if they desired, could develop the property under the A-1 zoning requirements with no buffer, building right up the river if they wished.

Chair Hollist asked who the author was of the Jordan River Master Plan.

Planner Drozdek was unfamiliar with the document and had no answer.

Chair Hollist asked staff about congestion and service levels of roads.

Engineer Nielson responded the road is currently at Service Level B as a five lane collector road, and this would not change that.

Chair Hollist asked about requirements for environmental impact studies on this type of land.

Engineer Nielson responded that for the bridge over the river there will need to be an environmental study, but not for the development.

Chair Hollist noted that there were recommendations on density, but it has already been noted that as currently zoned, this could be developed as is with one acre lots.

Attorney Simonsen noted there are three decisions in front of the commission tonight, one of which is approving the land use amendment. In the staff report, one of the items is the land use boundary adjustment for the NA (Natural Area). If the natural area boundary isn't adjusted, then you can't rezone the area where that boundary is moving. Regarding the natural area preservation, when the public states this land is protected, he is not aware of a law guaranteeing that. He disclosed that he rides that trail often, so isn't coming down on either side of this discussion. He acknowledged it's probably listed in a plan somewhere, not wishing to dispute that claim from the public, but again stated he is not aware of any law protecting it other than the city's general plan with a natural area boundary. The commission is being asked tonight to adjust that natural area boundary and rezone it, along with deciding whether to recommend the development agreement. Those are all decisions that need to be made by the commission, and it's his job to ensure the commission is legally within their prerogative to do that one way or another; he confirmed that they are within that right based on the information presented tonight.

Chair Hollist motioned to take a quick break, seconded by Commissioner Bevens; vote was 6-0 unanimous in favor.

Chair Hollist acknowledged discussion of environmental impact, comments on the rental/owner mix and noted the commission will come back to that discussion, concerns about changing floodplain including the ebb and flow noting she has the same concerns, concerns over the natural area and preserving open space, protecting animals in the waterway, the north property owner indicating no plans to develop, concerns over the bridge making the neighborhood to the

west more accessible and potentially more vulnerable, and concerns about drinking water. She acknowledged the shared concerns over drinking water and asked staff to discuss that.

Engineer Nielson noted the city works closely with Jordan Valley Water Conservancy District and has a Water Master Plan to ensure adequate water for the city. As part of that, there are conservation measures, ordinances frequently passed in attempts to conserve water. In addition, the city is trying to lead the way in accessing new water, noting the current reuse pilot project at the water reclamation facility. In terms of providing water to this development, that is covered in the city's Water Master Plan when zoning and future uses are considered.

Chair Hollist asked Commissioner Bevans if she had any insight into some of the concerns shared regarding building in the floodplain.

Commissioner Bevans noted that she chooses not to build in floodplains for the reasons being discussed. She acknowledged land can be removed from a floodplain, and noted she is not an expert in that area, but working in development and having experience in the area she knows there are implications for sites like this, which is why she was inquiring about specific geotech info earlier; while land stabilization is possible, it is generally not preferable. She sees this is in a natural preservation area, and without the floodplain area coming into this development and trying to move it up it does seem a little more palatable knowing they would avoid those types of issues down the road.

Chair Hollist asked staff, if the commission decided not to amend the natural area land use, would that only eliminate building in the floodplain, or does the boundary fall outside of that.

Planner Drozdek responded that the boundary does closely match that area.

Commissioner Wimmer stated that they are called downstream effect for a reason, whatever is done on one area affects the next area in the line, and the next, etc. At some point, as was stated, water does what it is going to do. He doesn't have any particular concerns about this development, because those floodplain effects in this certain area can absolutely be mitigated with these buildings being perfectly safe, but after this where the water goes becomes a real concern when thinking about being good neighbors for adjacent communities and developments down the road.

Commissioner Catmull addressed staff, asking to confirm that when they address this as an RM-PD Zone, it is an RM Zone with the Planned Development overlay. He also asked for more information on the PD Floating Zone, Section C where it states "residential density shall not exceed eight units per acre on properties outside of the designated station area plan, where the City of South Jordan is not the applicant."

Planner Drozdek responded this is within the station area plans. The state requires cities to come up with station area plans around any rail stations, and this being within the half mile radius fits within that required area and allows for the higher density.

Commissioner Bevans noted for the public that the transit oriented area plan being referenced tonight is available on the city's website for them to review at any point.

Chair Hollist continued, noting that housing is needed here but this is very expensive housing. She wonders if it makes sense for deed restricted properties to be Class A, asking if that is the best use as these will not contribute to affordable housing, rather they will offer high end housing that will be more affordable than it could have been.

Commissioner Bevans asked for staff to explain the term "Class A" housing so it is used appropriately and understood, as well as what deed restricted means.

Chair Hollist shared, after a quick Google search, that it appears to refer to extremely desirable, high quality construction location properties. Essentially a higher end product in a desirable location. She then invited the applicant forward to explain what they are defining "deed restricted" as for this project.

Mr. Shipp responded that, in its simplest form, those who live in the units designated as owner-occupied will be the owners of those properties; they will be unable to rent those units while owning them.

Commissioner Bevans asked if they plan to include anything in the HOA covenants that an owner-occupied unit cannot rent out rooms specifically.

Mr. Shipp responded yes, the intent is that they are not rentals. Those who own the units live there, they do not rent any part of that unit to anybody else.

Commissioner Catmull asked if the applicant was okay with that being in the development agreement.

Mr. Shipp responded that is already in the proposed development agreement, and he is fine with modifying that to say a room/any part of the unit cannot be rented out.

Commissioner Bevans noted that she does not like the idea of adding that, but they can discuss her reasons for that later in the conversation.

Mr. Shipp noted they are trying abide within the spirit of their intention, create units that are sold and owned, with a myriad of reasons why that is really important including the concept that those who own their units live in the community differently than those who rent.

Commissioner Bevans noted they have discussed how owner occupied residences are general treated differently than rental units, and asked why they would want to mix those together in one housing project. The developer has acknowledged doing a split project like this before, but with the stated discrepancy, why the drive to mix owner-occupied and rental units.

Mr. Shipp responded that he agrees with the other side of the argument, he doesn't believe there is a difference. He lives in a community where he is in a single family home with about one-third of his neighbors actually rent their houses. He stated that unless you knew they were actually renters you would never know the difference, so his experience has shown him different results. In the conversations previously held with the city, there have been other with strong opinions on the other side of the argument, which is what he is trying to accommodate here.

Chair Hollist began her comments, noting this is an interesting project to bring housing. If high density is going to be done, this is the right area for it in terms of location and proximity to transit. She has concerns about the change in the natural area, and she would be inclined to vote against the change in the Natural Area Land Use designation. Based on the question she asked earlier, if she understands everything correctly, that change would effectively remove the ability to build in the floodplain and would make her more comfortable with this project. She did want it noted that she would not suggest still having 187 units in a smaller space, she would want to limit it to the 14 acres outside of that Natural Area designation as discussed earlier. She could potentially still support the zoning change in the area without the Natural Area Land Use, but again with the reduction of the number of units and having the trail from transit down to the river.

Commissioner Bevans asked if Chair Hollist would be okay with retaining the 10 units per acre, allowing approximately 140 units instead of 187.

Chair Hollist responded yes, as long as they are not built in the area currently designated as Natural Area for land use.

Commissioner Gedge thanked his neighbors for coming out, the applicant for attending, and staff for their work on this. He agreed with Chair Hollist, and struggles with the Natural Area Land Use designation and floodplain. He is also torn in terms of a landowner's property rights. This is not going to stay a vacant field, especially the 14 acres not in the floodplain; there needs to be a compromise. He is leaning towards a negative recommendation on the land use change, but would like to see if applicant would be open to working on the property and the 14 acres not in the floodplain. He also struggles with the need for a bridge over the Jordan River in this location as people can cross as Shields Lane at 10400 South or 11400 South where this is a pedestrian bridge; the need there really only serves those adjacent, and he struggles with interrupting the animal rights and natural habitat there as well. He is not sure that is the best location, noting that the only supporting idea is its alignment with the Frontrunner. As presented tonight, he would vote in the negative with the land use agreement, and he believes the other two motions would fall in line. Something will eventually go here, he is just not sure if the development being that close to the river is the best fit.

Commissioner Bevans reiterated that she is a firm believer in property rights, the rights of the owners to develop as they see fit. However, she is also a firm believer that they as a commission and council have an obligation to the community to do what's best for the entire community. While she agrees there is a definite need for more affordable housing, particularly in the transit zone areas, she doesn't see this as affordable housing for either ownership or rentals. She

believes this is the right area for higher density housing with the proximity to the transit hub, but knowing how development works, this project has too many unknowns, complications, and potential downsides; specifically for the natural preservation area and floodplain surrounding the Jordan River. There was some compelling evidence presented by the Director of the Jordan River Commission, and that holds extra weight for her in terms of expert advice on what this area should be. For those reasons she is a no on this item as presented tonight.

Commissioner Wimmer supports property rights as well, owners should be able to build whatever they like on their property. As presently allowed, the landowners here are welcome to build a single family home on each acre; he doesn't believe in changing zones for individual's profit at the expense of others, especially posterity or our natural friends. When that space is gone, it's gone, so why trade a last in our lifetime space for overpriced apartments and homes that many South Jordan residents couldn't afford anyways. If it comes down to the city's benefit being a \$350,000 donation for a bridge, he'd rather donate that money to the city to avoid wasting our disappearing natural beauty on townhomes. He is a no on all items.

Commissioner Bishop noted he lives in a neighborhood like this as an owner, and the prices are pretty typical. They looked at renting their home and the numbers provided earlier were what he would expect his home to rent for. He is in line with what was said earlier with regards to the natural area and flood zone, but he does think it makes sense to take advantage of this land near to the transit stop. He would be a conditional yes for the items presented tonight.

Commissioner Catmull came into tonight leaning more towards a yes on the proposed motion, but after listening to the testimony and discussions, he concurs with several other comments. Sometime timing and location can be difficult to align, and the timing here doesn't feel right. He appreciates the goals in the packet and how the developer tried to align with those, and that was great. However, he looks at some of the development coming up in the city on the west side in the near future to bring tons of housing units online at very affordable prices. He doesn't like the density on this project, noting that type of density is usually used to shield between commercial use and lower density projects. In this case it feels like it's a buffer between a lighter use, rather than a heavy use, and he is concerned about that. It is an interesting solution, but he is uncomfortable with the density and compatibility, favoring sustainable long-term solutions, and a someone who has used public transit for decades he is not convinced that many people there would use the available public transit. There are better places for the density, and he would be a definite no on the first two items, and probably on all three.

Commissioner Bevans added that she believes the project has potential, she likes the concept and the idea, but the execution of it is lacking for her.

Commissioner Catmull added this is also very isolated with the owners on the north stating no plans for development, and the land on the south believed to be government owned and very unlikely to be developed.

Commissioner Gedge motioned to recommend denial to the City Council of Resolution R2024-24, Approval of Land Use Amendment. Chair Hollist seconded the motion.

Roll Call Vote

Yes – Commissioner Gedge

Yes – Chair Hollist

Yes – Commissioner Bishop

Yes – Commissioner Catmull

Yes – Commissioner Wimmer

Yes – Commissioner Bevans

Motion passes 6-0, unanimous in favor of a negative recommendation regarding a change to the land use.

Commissioner Gedge motioned to recommend denial to City Council of Resolution R2024-21, Authorizing the Mayor to Sign a Development Agreement, and Ordinance 2024-05-Z, Zone Change, based on the previous recommendation for denial of the land use amendment to City Council. Chair Hollist seconded the motion.

Roll Call Vote

Yes – Commissioner Gedge

Yes – Chair Hollist

Yes – Commissioner Bishop

Yes – Commissioner Catmull

Yes – Commissioner Wimmer

Yes – Commissioner Bevans

Motion passes 6-0, unanimous in favor of a negative recommendation regarding signing a development agreement and proposed zone change as presented this evening, but noting there is potential with a different solution.

Commissioner Bishop noted that he voted yes, but without the land use amendment he would have most likely been in favor of the remainder of the items.

J. OTHER BUSINESS - *None*

ADJOURNMENT

Chair Hollist motioned to adjourn the November 12, 2024 Planning Commission Meeting. Commissioner Gedge seconded the motion; Vote was 6-0, unanimous in favor.

The November 12, 2024 Planning Commission Meeting adjourned at 12:35 a.m. on November 13, 2024.

Attachment H

Interlocal Member Agencies

Bluffdale
Draper
Lehi
Midvale
Millcreek
Murray

North Salt Lake
Riverton

Salt Lake City
Sandy
Saratoga Springs
South Jordan
South Salt Lake
Taylorsville
West Jordan
West Valley City

Davis County
Salt Lake County

Utah Governor's Office
Utah Legislature

Utah Department of
Environmental Quality

Utah Department of
Natural Resources

Utah Department of
Transportation

Utah Lake Authority

Utah Transit Authority

Central Valley Water
Reclamation Facility

South Davis Sewer District
South Valley Water
Reclamation Facility

Jordan Basin Improvement
District

Jordan Valley Water
Conservancy District

Partner Organizations

Gardner Heritage Farm

Jordan River Foundation

Larry H. Miller Company

National Audubon Society

Northwestern Band of the
Shoshone Nation

Rocky Mountain Power

Salt Lake City Department of
Public Utilities

Tracy Aviary

Utah Reclamation, Mitigation &
Conservation Commission

Utah State Fairpark

Utah's Hogle Zoo

Wasatch Rowing Foundation



JORDAN RIVER
OUR RIVER ~ OUR FUTURE

February 3, 2025

Steven Schaefermeyer, Director
Planning & Zoning Department
City of South Jordan
1600 West Towne Center Drive
South Jordan, UT 84095

Nathan Shipp, Partner
DAI
14034 South 145 East, Suite 204
Draper, UT 84020

Subject: Letter of Support for the "Altitude Subdivision" Revised Concept Plan

Dear Mr. Schaefermeyer and Mr. Shipp:

Thank you for the opportunity for the Jordan River Commission staff to collaborate with South Jordan city staff and the DAI development team to address concerns I presented at the Planning Commission public hearing regarding some aspects of the "Altitude Subdivision" concept plan. We have had several productive meetings to review and address issues primarily related to encroachment into delineated Jordan River flood plain, and creating a healthier and more connected ecosystem and riparian habitat through appropriate buffer areas identified in the South Jordan City General Plan, and enhance the riparian restoration and recreation trail connections to the Jordan River Parkway.

On January 23, 2025, I had the opportunity to meet with Nathan Shipp and Krisel Travis of DAI, and reviewed the accompanying updated concept plan. At that time, I expressed support for this revised approach that balances multiple goals for transit oriented development, expanded housing opportunities, and preserving and restoring a healthy riparian area. I am pleased to present this letter of support to formalize this statement of support.

Here are the main points of consideration for Jordan River Commission support based on my review of the revised concept plan:

- The "Altitude Subdivision" property is located in between properties owned by the Utah Reclamation, Mitigation and Conservation Commission that provide a substantial wildlife refuge for migratory birds, and the revised setback and additional buffer will reduce the fracturing of this critical habitat
- The revised plan entirely removes building encroachment into critical floodplain, preserving hydrologic cycles and minimizing flood risks for residents in this subdivision, and others upstream and downstream

- The only built improvements in the flood plain appear to be either parking and road access, or trail development, all very limited in area, and which are similar in character to parking, trails and other recreation improvements that are generally acceptable within floodplains in other areas of the Jordan River Parkway
- The substantial reduction of imported fill that will allow the development to more naturally follow the terrain and will make it less visually intrusive in the context of this beloved natural open space
- The restoration of the buffer area to include substantial habitat improvement, trail connections, and passive recreation and education opportunities

While there are further details that need to be designed and developed, we are encouraged with the approach of the development team to both increase the housing opportunities for South Jordan residents, expand transit oriented development and trail connections that improve mobility and access, and address the much needed demand for affordable and owner occupied workforce housing, while providing for a healthy wildlife corridor and habitat that will also likely become a tremendous asset to the surrounding community.

We invite the DAI development team and South Jordan city staff to an upcoming Jordan River Commission Technical Advisory Committee meeting focused on riparian restoration, where we might further develop strategies for stormwater management and riparian restoration that will create more natural methods for integrating detention components within the buffer and floodplain area, to create a more natural functioning hydrological and ecological system.

Please let me know if you have any further questions. I am happy to elaborate and present further information to substantiate my brief findings outlined here, if appropriate, with with your planning commission or city council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Soren Simonsen', with a stylized, flowing script.

Soren Simonsen, FAIA, AICP, LEED AP
Executive Director

RESOLUTION R2025 - 12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF PROPERTY APPROXIMATELY LOCATED AT 500 WEST ULTRADENT DRIVE IN THE CITY OF SOUTH JORDAN.

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 approximately located at 500 West Ultradent Drive, South Jordan, Utah (the “Property”); 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 the 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 _____, 2025 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

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

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is between the City of South Jordan, a Utah municipal corporation (“City”) and Altitude Townhomes, 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 27-12-351-005, located at approximately 500 West Ultradent Drive, South Jordan, Utah and which is more specifically depicted and 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-1 Zone.

E. The Developer desires to develop the Property in conformity with this Agreement and desires a zone change on the Property from A-1 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 “Altitude-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.”

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 R2025-12 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-1 zone to both the R-M Zone as the base zone and the PD Zone as a zoning overlay for the Property.

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) (2024).

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-1 Zone to the R-M Zone as the base zone and also rezones the Property with the Altitude-PD Zone as the applicable PD Zone for the Property.

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 222 residential units in accordance with the Concept Plan.

- 5.2. **Density.** The gross density of the Project will not exceed 12.0 units/acre. The final gross density shall be calculated by dividing the total number of residential units (222 units) by the sum of the acreage of the Property (18.56 acres).
- 5.3. **Public Amenity.** Developer shall design, construct, and install a ten foot (10') public trail as depicted in the attached Exhibit F (the "Public Amenity") and in accordance with the following:
- 5.3.1. Timing of Public Amenity. Developer shall submit final engineered plans for the Public Amenity as part of the civil plans for the Project. Developer shall begin construction and installation of the Public Amenity within 180 days of the City's issuance of the first building permit for the Project. Developer shall post an improvement completion assurance and warranty bond (separate from the public improvement bond(s) applicable to other public improvements within the Project), in the amounts and manner set forth in the CCity Code, at the same time as the City issues Developer the necessary permits to construct and install the Public Amenity. Developer shall be responsible for submitting all necessary permit applications for the Public Amenity. However, the City shall waive any City fees associated therewith (excepting only any improvement completion assurance and warranty bonds as otherwise set forth herein).
- 5.3.2. Operation, Use, Maintenance, and Ownership. When Developer has completed the Public Amenity, the City shall accept the same and shall thereafter be responsible for all maintenance, operations, repairs, and future improvements for the Public Amenity. Upon dedication, the Public Amenity shall be for the perpetual use of the general public.
- 5.4. **Future Amenities.**
- 5.4.1. Developer Donation for Future Amenities. Subject to the following subsections, Developer agrees to donate \$350,000 (the "Donation") to the City, and the City agrees to design and construct the "Future Trail Extension" and "Jordan River Bridge" (collectively the "Future Amenities") as depicted on Exhibit F.
- 5.4.2. Timing of Donation. Within thirty (30) days of the City's written notice to Developer that the Environmental Study required for the Jordan River Bridge is to begin, Developer shall remit to the City the portion of the Donation equal to the cost of the Environmental Study (but not to exceed the Donation amount). The balance of the Donation, if any, will be paid by Developer to City upon the earlier of: (a) thirty (30) days of the City's written notice to Developer that the City's "match" is due under the terms of the Grant for the Jordan River Bridge; or (b) prior to the issuance of the final 15 building permits.

- 5.4.3. ***Temporary Construction License.*** To accommodate the construction of the Future Amenities, Developer hereby grants to the City and its employees, agents, contractors, subcontractors, engineers, surveyors, and authorized representatives a temporary, non-exclusive construction license (the “License”) twenty feet (20’) beyond both sides of the Future Trail Extension as depicted on the attached Exhibit F. The License shall automatically terminate upon the City’s completion of the Future Amenities.
- 5.5. **Architecture and Building Materials.** In addition to any other applicable design standards in the City Code that is in effect as of the Effective Date, the building architecture, elevations, materials, and general designs depicted in the attached Exhibit G are approved for use on the Property.
- 5.6. **Fences.** Developer shall install fencing according to the standards, and in the locations, depicted in the attached Exhibit H.
- 5.7. **Landscaping.** Developer shall comply with the City’s water efficiency standards found in Title 16, Chapter 30 of the City Code and other applicable landscaping requirements for the R-M and PD Zones. Certificates of Occupancy will not be issued by the City until Landscaping has been completed or a surety bond filed in accordance with Section 16.04.300 of the City Code
- 5.8. **Parking.** Developer shall provide garage, driveway, and guest parking stalls for the Project as set forth in the Concept Plan.
- 5.8.1. ***Assigned Parking.*** Developer shall provide two assigned off-street parking stalls for each condominium unit that does not have a garage stall (collectively the “Assigned Parking”). The Assigned Parking shall be designated on the corresponding plat for such condominium units.
- 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 those roads depicted as “Private” on the Concept Plan. Approved cross sections for all public and private roads within the Project are as depicted in the Concept Plan.
- 5.10. **Ownership of Units.** Of the 222 residential units proposed for the Project, no more than 111 shall be owned by the same individual or entity as being for lease (the “For-Lease Units”). Accordingly, Developer shall sell (or cause to be sold) all other residential units (the “For-Sale Units”). Furthermore, Developer shall enforce and regulate owner occupancy of all For-Sale units by including language in the Covenants, Conditions, and Restrictions for the homeowner’s association that prohibits leasing of the For-Sale units.
- 5.11. **Floodplain.** The Project has been designed to keep residential units out of the Floodplain (defined below). Notwithstanding, if residential units are located within the Floodplain, the City may withhold building permits for residential units located within the established AE Floodzone floodplain (the “Floodplain” as depicted in the attached Exhibit J) until the Federal Emergency Management Agency (“FEMA”) has

issued a Letter of Map Revision based on fill (“LOMR-F”) or other similar letter authorizing amendments to the applicable floodplain maps which would allow for development of the Property as proposed herein.

- 5.12. **Bioswale.** Developer may design and construct (according to any adopted City standards, as applicable) the storm drain pond depicted in the Concept Plan as a bioswale to provide natural filtration of the Project’s storm water and so as to reestablish wetland and floodplain areas. The final engineering and design of such bioswale will be coordinated with the City staff concurrently with site plan and/or plat approval.
- 5.13. **Retaining Walls.** Notwithstanding Section 16.44.360(M)(4)(b) of the City Code, Developer may construct retaining walls up to twelve feet (12’) in height without further approval from the City Engineer. Retaining walls that are built to twelve feet (12’) shall have a minimum six foot (6’) offset from the next closes retaining wall. Developer shall still comply with all other applicable retaining wall requirements set forth in City Code.
- 5.14. **Waste Management.** Developer acknowledges that the City will not provide waste management services for the Project. Developer (or a successor in interest, including a home owners association) shall provide such services for the Project.
- 5.15. **Condominium Requirements.** All condominiums constructed in the Project shall comply with applicable building codes and regulations, including the requirement to have fire sprinklers as required by such codes and/or regulations.
- 5.16. **Building Heights.** Develoer may construct residential units that exceed thirty-five feet (35’) in height and as more particularly detailed in Exhibit G.

6. **Secondary Access.** The Parties acknowledge that the Concept Plan depicts two points of ingress/egress from Jordan Gateway to the Project: (1) a primary public access at Ultradent Drive (a public road located at approximately 10200 South); and (2) a secondary access at a “Private Drive” (as depicted on the Concept Plan and located at approximately 10100 South (the “Secondary Access”)). The Secondary Access crossesthree private parcels (including one owned by Rocky Mountain Power) along the “Private Drive” depicted in Exhibit I. The City’s requirement is to have a public access that meets international fire code requirements for fire apparatus roads across the Secondary Access. The final location and conditions (i.e., road width, easements, appurtenant improvements such as curb/gutter/sidewalk, and other reasonable conditions) of the Secondary Access may be modified with approval from the City Engineer and City Manager. Additionally, the City will not accept, and the Developer will not submit, a final site plan and/or final plat application until such time as an easement (or other form of access satisfactory to the City Engineer) has been provided (and recorded, as necessary) to the benefit of the City.

7. **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.

8. **Plat Language.** If a final plat is needed for the project, such final plat for the Project shall

contain the following language in a note:

1. *This plat is subject to that certain Development Agreement dated _____, by and between the City of South Jordan and Altitude, 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.*
2. *All private open space, private amenities, private streets, common areas, and limited common areas to be privately owned and maintained by a homeowner's association or other private entity.*

9. **Minor Changes.** The Planning Department, after conferring with the City Manager, may approve minor changes to the Developer Obligations which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project. For purposes of this Agreement, a “minor change” includes changing final building location, parking areas, and trail connectivity so long as no future roadway connectivity or access are eliminated by such minor change(s).

10. **Vested Rights and Reserved Legislative Powers.**

- 10.1. **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 Altitude-PD Zone designation; (iii) the City Code in effect as of the Effective Date; and (iv) the terms of this Agreement.
- 10.2. **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.

11. **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.

12. **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 (10) 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: Altitude Townhomes, LLC
 Attn: Jim Giles
 14034 South 145 East, Suite 204
 Draper, Utah 84020
 jim@daiutah.com

13. **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Defaults & Remedies**. If either party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available at law provided the Party first complies with the dispute resolution provisions set forth in this Agreement.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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 Overlay Zone Provisions
Exhibit E	Resolution R2025-12 Approving Altitude MDA
Exhibit F	Public Amenities
Exhibit G	Approved Architecture, Elevations, Materials, and General Design
Exhibit H	Fencing Standards and Locations
Exhibit I	Secondary Access
Exhibit J	Floodplain Map

[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

Office of the City Attorney

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of _____, 2025, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn, did say that they are the _____ of the City of South Jordan and that said document was signed by them on behalf of South Jordan City by Authority of its City Council, and they further acknowledged to me that the City executed the same.

NOTARY PUBLIC

DEVELOPER
ALTITUDE TOWNHOMES, LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2025, personally appeared before me JIM GILES, 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 Altitude Townhomes, LLC and that said document was signed by him on behalf of Altitude, LLC by authority of its governing body, and JIM GILES further acknowledged to me that he executed the same.

NOTARY PUBLIC

EXHIBIT A
(Property Legal Description)

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 12, and the Northwest Quarter of the Northwest Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Meridian, lying East of Jordan River described by survey as follows:

Beginning at a point on the south line of Section 12, being located N89°27'04"W along the Section Line 1328.53 feet from the South 1/4 Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Meridian; thence N89°27'04"W along the Section Line 65.96 feet to the northerly extension of an arc described in that boundary line agreement Deed Entry No. 12909027 Book: 10741 Page: 3724-3742 of the official records of the Salt Lake County Recorder; thence along the extension of and said boundary line agreement the following six (6) courses: along the arc of a non-tangent curve to the right 10.30 feet with a radius of 23.45 feet through a central angle of 25°09'40" chord: S0°26'01"E 10.22 feet; thence S89°54'50"W 65.73 feet; thence along the arc of a non-tangent curve to the left 6.93 feet with a radius of 27.09 feet through a central angle of 14°39'45" chord: N54°21'08"W 6.91 feet; thence along the arc of a non-tangent curve to the left 32.61 feet with a radius of 234.54 feet through a central angle of 7°58'02" chord: S86°09'15"W 32.59 feet; thence along the arc of a non-tangent curve to the left 22.58 feet with a radius of 38.54 feet through a central angle of 33°33'53" chord: S66°03'06"W 22.26 feet; thence S89°56'57"W 54.29 feet to a fence corner; thence along an existing fence line and the common boundary line as described in that boundary line agreement Deed Entry No. 12315322 Book: 10449 Page: 6242-6253 of the official records of the Salt Lake County Recorder the following two (2) courses: S89°56'13"W 507.69 feet; thence S89°20'25"W 160.70 feet to the easterly bank of the Jordan River; thence along said easterly bank the following three (3) courses: N12°38'01"W 141.28 feet; thence along the arc of a curve to the left 404.04 feet with a radius of 1000.00 feet through a central angle of 23°08'59" chord: N24°12'30"W 401.30 feet; thence N35°47'00"W 261.78 feet; thence East 176.48 feet; thence N25°02'10"E 1.14 feet; thence N08°45'13"E 23.77 feet; thence East 700.12 feet; thence N17°12'14"W 15.77 feet; thence N14°33'15"W 35.89 feet; thence N14°28'02"W 39.32 feet; thence N89°34'34"E 396.22 feet; thence S00°33'18"E 812.26 feet to the point of beginning.

Contains: ±18.46 Acres
±804,119 Sq. Ft.

EXHIBIT B
(Concept Plan)

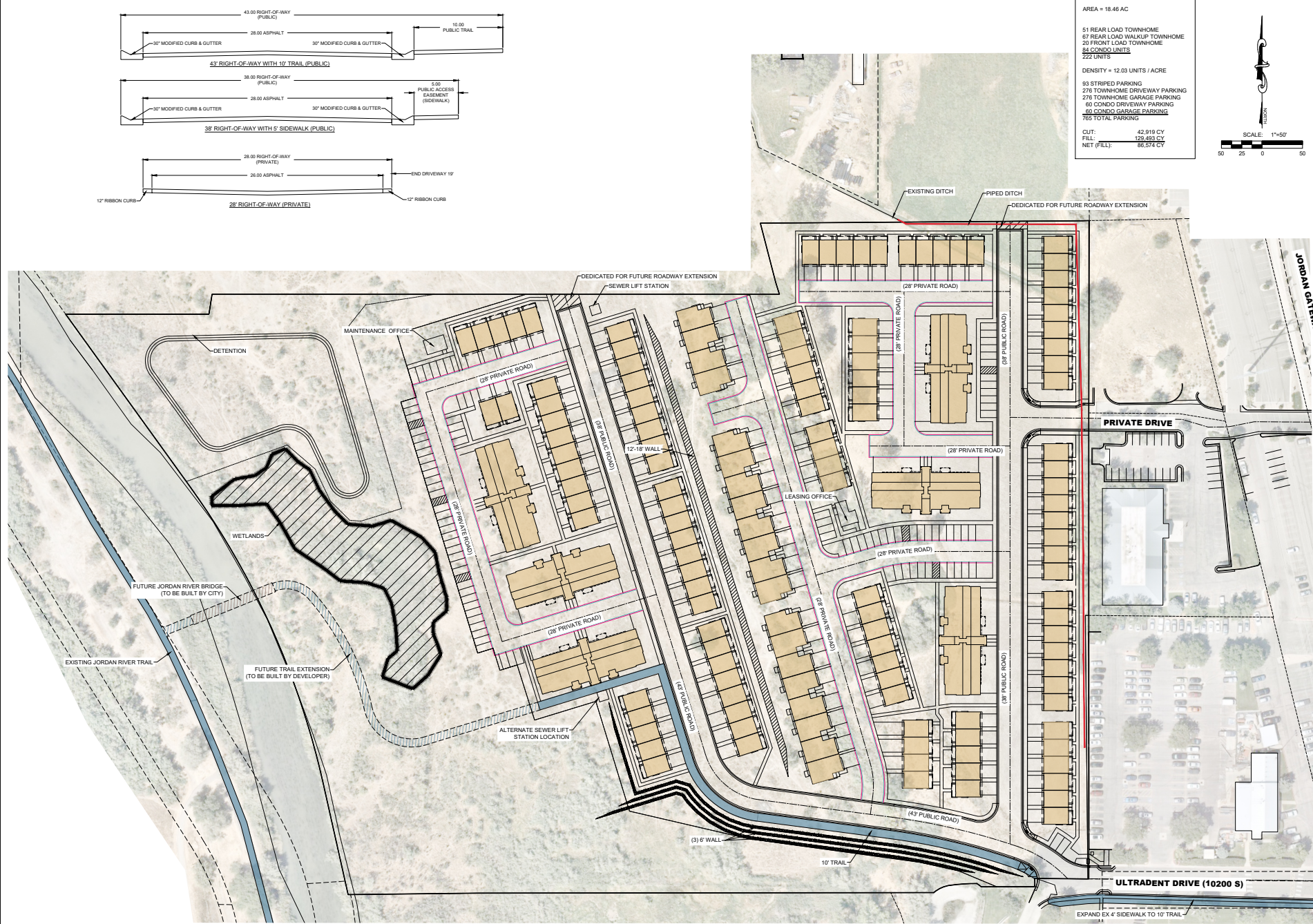
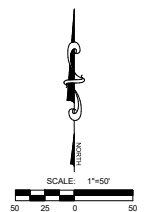
AREA = 18.46 AC

51 REAR LOAD TOWNHOME
67 REAR LOAD WALKUP TOWNHOME
20 FRONT LOAD TOWNHOME
84 CONDO UNITS
222 UNITS

DENSITY = 12.03 UNITS / ACRE

93 STRIPED PARKING
276 TOWNHOME DRIVEWAY PARKING
276 TOWNHOME GARAGE PARKING
60 CONDO DRIVEWAY PARKING
80 CONDO GARAGE PARKING
785 TOTAL PARKING

CUT: 42,918 CY
FILL: 120,493 CY
NET (FILL): 86,574 CY



ALTITUDE SUBDIVISION
SOUTH JORDAN, UTAH
CONCEPT PLAN

REVISIONS	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
LEI PROJECT # 2020-0068	
DRAWN BY: BLS	
DESIGNED BY: GDM	
SCALE: 1"=50'	
DATE: 2/13/2025	
SHEET 1	



AREA = 18.46 AC

51 REAR LOAD TOWNHOME
67 REAR LOAD WALKUP TOWNHOME
20 FRONT LOAD TOWNHOME
84 CONDO UNITS
222 UNITS

DENSITY = 12.03 UNITS / ACRE

93 STRIPED PARKING
276 TOWNHOME DRIVEWAY PARKING
276 TOWNHOME GARAGE PARKING
60 CONDO DRIVEWAY PARKING
80 CONDO GARAGE PARKING
765 TOTAL PARKING

CUT: 42,918 CY
FILL: 120,493 CY
NET (FILL): 86,574 CY

Altitude Site Exceptions

Streets	Asphalt Section	Curb Type	Parkstrip	Sidewalk/Trail	Note
38' Public Row	28 feet	30" Modified	None	5 foot walk one side only	See section for definition this page
43' Public ROW	28 feet	30" Modified	None	10 foot Trail one side only	See section for definition this page
28' Private ROW	26 feet	12" Ribbon	None	None	See section for definition this page

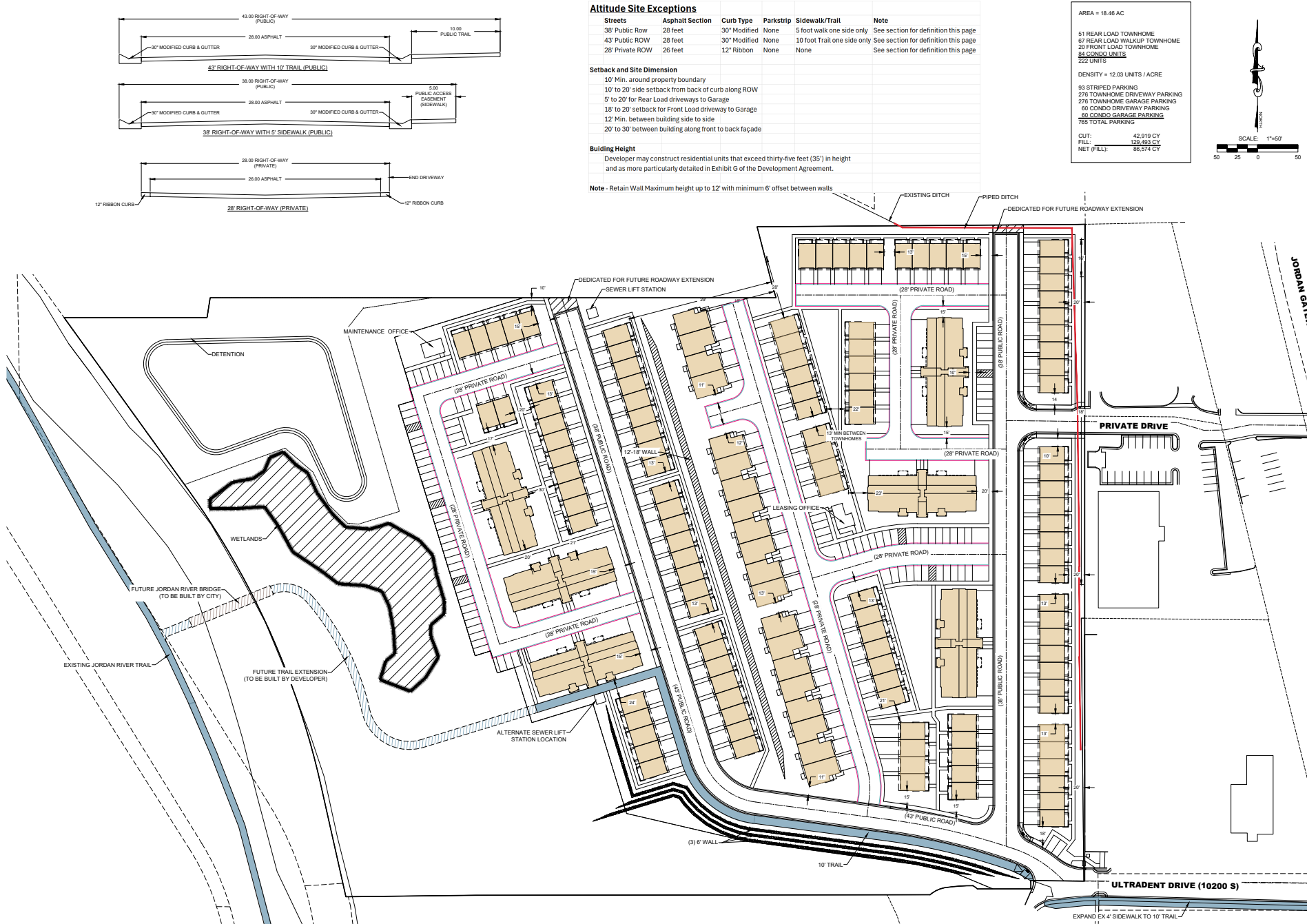
Setback and Site Dimension

- 10' Min. around property boundary
- 10' to 20' side setback from back of curb along ROW
- 5' to 20' for Rear Load driveways to Garage
- 18' to 20' setback for Front Load driveway to Garage
- 12' Min. between building side to side
- 20' to 30' between building along front to back façade

Building Height

Developer may construct residential units that exceed thirty-five feet (35') in height and as more particularly detailed in Exhibit G of the Development Agreement.

Note - Retain Wall Maximum height up to 12' with minimum 6' offset between walls



ALTITUDE SUBDIVISION

SOUTH JORDAN, UTAH

CONCEPT PLAN

REVISIONS

1	
2	
3	
4	
5	

LEI PROJECT #

2020-0068

DRAWN BY:

BLS

DESIGNED BY:

GDM

SCALE:

1"=50'

DATE:

2/13/2025

SHEET

2

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.

HISTORY

Repealed & Replaced by Ord. [2016-05](#) on 5/3/2016

17.40.020: DEVELOPMENT AND DESIGN STANDARDS

1. 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.
2. 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.

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

R-M	5,000
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3. 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.

Zone	Maximum Gross Density
R-1.8	1.8
R-2.5	2.5
R-3	3
R-4	4
R-5	5
R-M-5	5
R-M-6	6

4. 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'

5. 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%
R-M	60%

6. 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 Opening¹ (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'

2. Note:

¹The 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.

3. Accessory Buildings: Minimum yard area requirements for accessory buildings are as follows:
 1. 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.
 2. 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.
 3. 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').

4. 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.
5. Projections: The following may be erected on or projected into any required yard space in Residential Zones:
 1. Fences and walls in conformance with this Code.
 2. Agricultural crops and landscape elements, including trees, shrubs and other plants.
 3. Utility or irrigation equipment or facilities.
 4. Decks not more than two feet (2') high.
 5. 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.
 6. 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.
7. 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.
8. 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, according to Section 16.04.200 (J). 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 Area: Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).

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.
9. Architecture: The following exterior materials and architectural standards are required in Residential Zones:
 1. General Architectural Standards:
 1. All building materials shall be high quality, durable and low maintenance.
 2. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.
 3. 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.
 4. Main buildings shall be no greater than thirty five feet (35') high.
 2. Architectural Standards For Main Buildings:
 1. 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).
 2. 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.
 3. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.
 3. Architectural Standards For Accessory Buildings:
 1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. 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.

10. 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, except that park strip trees shall not be planted within thirty feet (30') of a stop sign. 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:
 1. 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.
 2. 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.
 3. 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.
 4. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.
 5. 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.
11. 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.
12. 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.

HISTORY

<i>Repealed</i>	<i>&</i>	<i>Replaced</i>	<i>by</i>	<i>Ord.</i>	<u>2016-05</u>	<i>on</i>	5/3/2016
<i>Amended</i>	<i>by</i>	<i>Ord.</i>		<u>2017-22</u>	<i>on</i>		7/18/2017
<i>Amended</i>	<i>by</i>	<i>Ord.</i>		<u>2019-01</u>	<i>on</i>		3/5/2019
<i>Amended</i>	<i>by</i>	<i>Ord.</i>		<u>2019-06</u>	<i>on</i>		3/19/2019
<i>Amended</i>	<i>by</i>	<i>Ord.</i>		<u>2021-06</u>	<i>on</i>		2/16/2021
<i>Amended</i>	<i>by</i>	<i>Ord.</i>		<u>2021-09</u>	<i>on</i>		5/4/2021
<i>Amended</i>	<i>by</i>	<i>Ord.</i>		<u>2021-20</u>	<i>on</i>		10/5/2021
<i>Amended by Ord. <u>2022-16</u> on 12/6/2022</i>							

17.40.030: OTHER REQUIREMENTS

1. 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.
2. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.

HISTORY

Repealed & *Replaced* by *Ord.* [2016-05](#) on 5/3/2016
Amended by Ord. [2019-01](#) on 3/5/2019

EXHIBIT D
(PD Overlay 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, the future land use, and the impacts on and from surrounding properties when approving a PD District.

HISTORY

Amended *by* *Ord.* 2016-05 *on* 5/3/2016
Amended by Ord. 2024-02 *on* 1/16/2024

17.130.050.020: ESTABLISHMENT

1. 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. 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.
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.

2. 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:
 1. Site plan/conceptual subdivision plan;
 2. Circulation and access plan;
 3. Building elevations, materials, and colors;
 4. Landscape and open space plan;
 5. Signage plan;
 6. Lighting plan; and
 7. Allowed uses.

3. 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).
3. Residential density shall not exceed 8 units per acre on properties outside of designated Station Area Plan (SAP) areas where the City of South Jordan is not the applicant.

4. 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.

5. 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.

HISTORY

<i>Amended</i>	<i>by</i>	<i>Ord.</i>	<u>2016-05</u>	<i>on</i>	5/3/2016
<i>Amended</i>	<i>by</i>	<i>Ord.</i>	<u>2019-01</u>	<i>on</i>	3/5/2019
<i>Amended</i>	<i>by</i>	<i>Ord.</i>	<u>2023-07</u>	<i>on</i>	5/2/2023

Amended by Ord. [2024-02](#) on 1/16/2024

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. Except in those instances where the Applicant is the City of South Jordan any amendment to an approved PD District requires that the corresponding development agreement also be amended.

HISTORY

<i>Amended</i>	<i>by</i>	<i>Ord.</i>	<u>2016-05</u>	<i>on</i>	5/3/2016
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Amended by Ord. [2023-07](#) on 5/2/2023

EXHIBIT E

(Resolution R2025-12 Approving Altitude MDA)

EXHIBIT F
(Public Amenities)



EXHIBIT G

(Approved Architecture, Elevations, Materials, and General Design)



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

11 DEC 2024



NOTE: CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS.



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REAR LOAD
HIGHLIGHT SCHEME - 02

D101

11 DEC 2024



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REAR LOAD
HIGHLIGHT SCHEME - 03

D102

11 DEC 2024



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REAR LOAD
HIGHLIGHT SCHEME - 01

D103

11 DEC 2024



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REAR LOAD
HIGHLIGHT SCHEME - 01

D104

11 DEC 2024



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SOUTH JORDAN, UTAH

REAR LOAD
HIGHLIGHT SCHEME - 04

D105

11 DEC 2024



NOTE CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS



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DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

REAR LOAD
HIGHLIGHT SCHEME - 04

D106

11 DEC 2024



NOTE: CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS.



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DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

COLOR SCHEME -
FRONT LOAD

D107

11 DEC 2024



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SOUTH JORDAN, UTAH

LEASING OFFICE

D108

11 DEC 2024



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SOUTH JORDAN, UTAH

LEASING OFFICE

D109

11 DEC 2024



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

LEASING OFFICE

D110

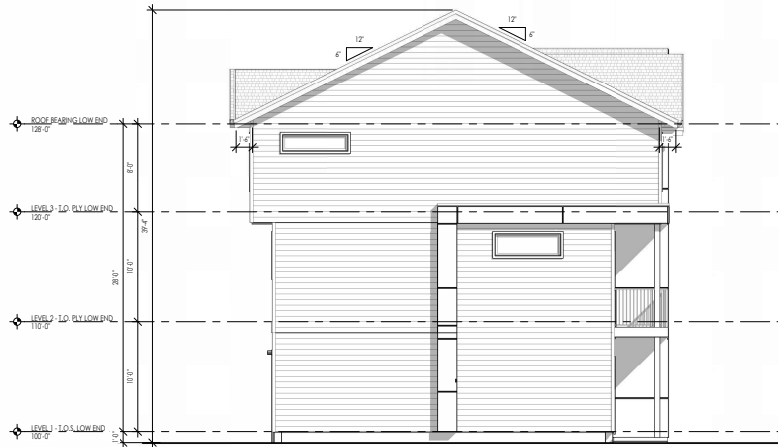
11 DEC 2024



FRONT ELEVATION SD

3/16" = 1'-0"

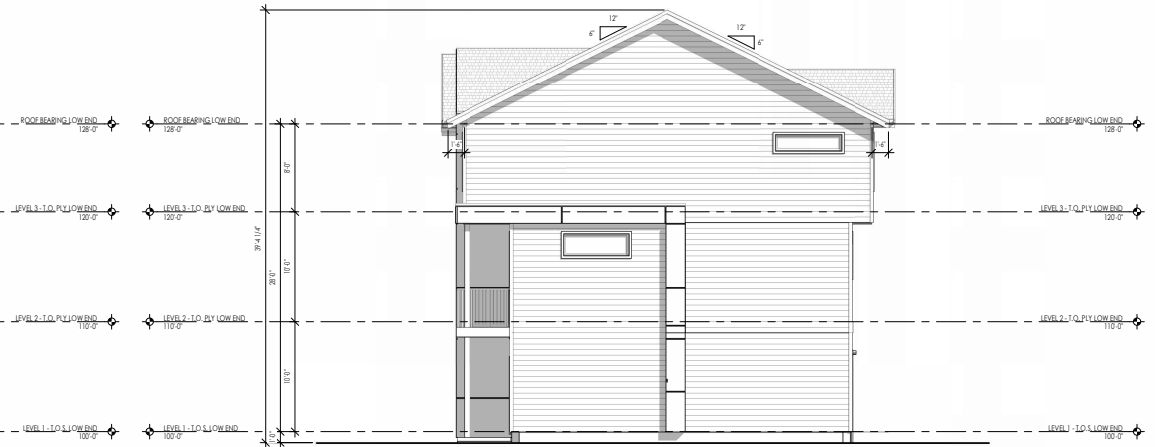
1
SD01



LEFT ELEVATION SD

3/16" = 1'-0"

2
SD01



RIGHT ELEVATION SD

3/16" = 1'-0"

3
SD01

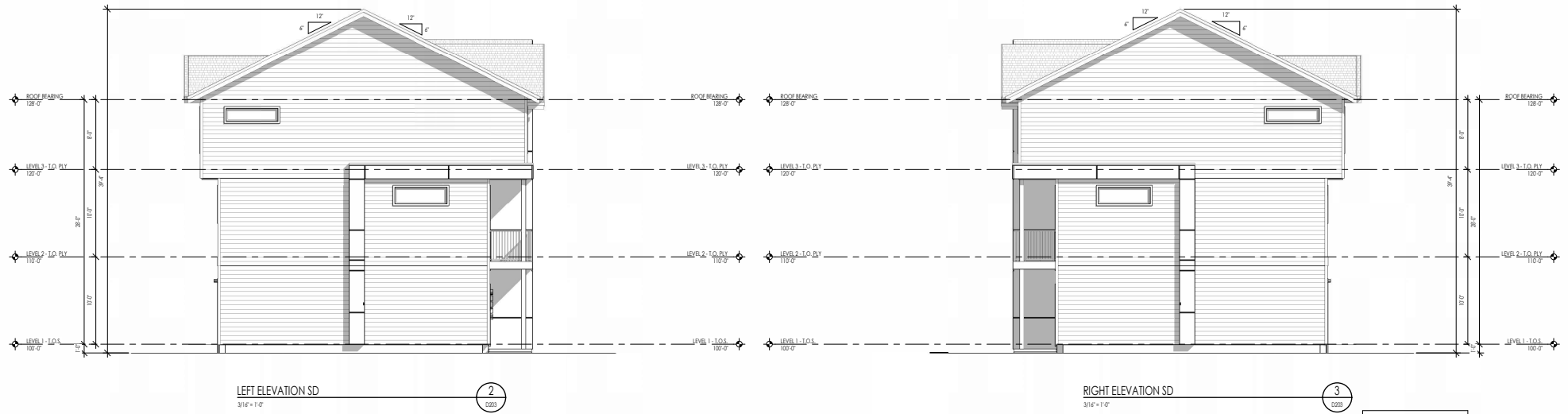
REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



REAR ELEVATION SD
3/16" = 1'-0"

1
0202

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS

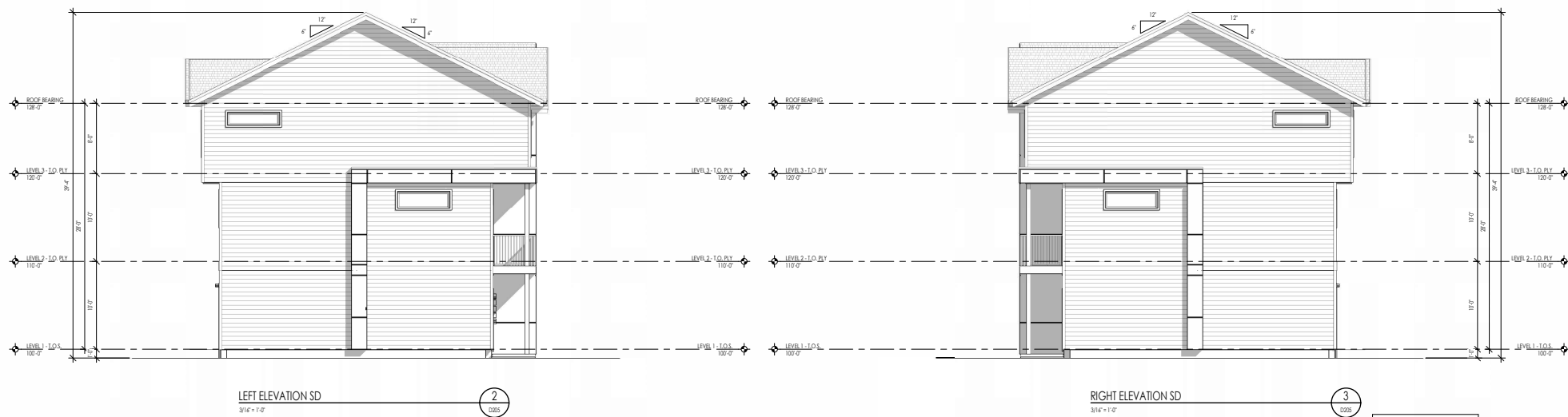




REAR ELEVATION SD
3/16" = 1'-0"

1
0004

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS

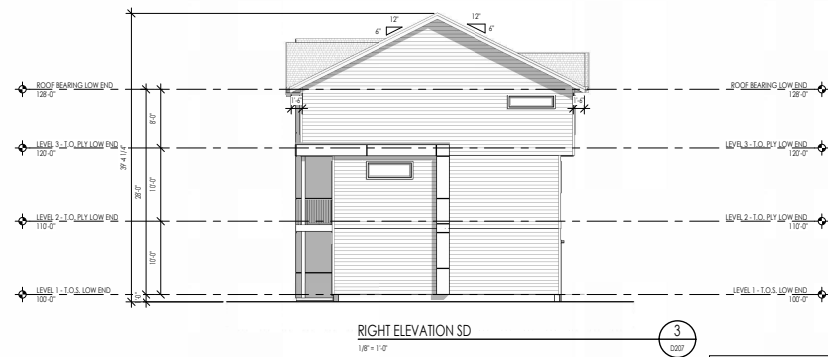
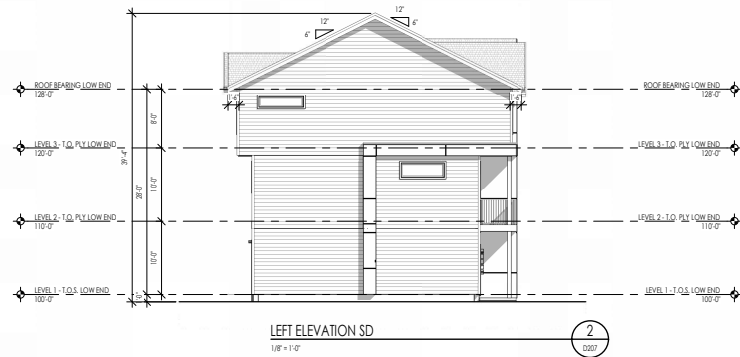


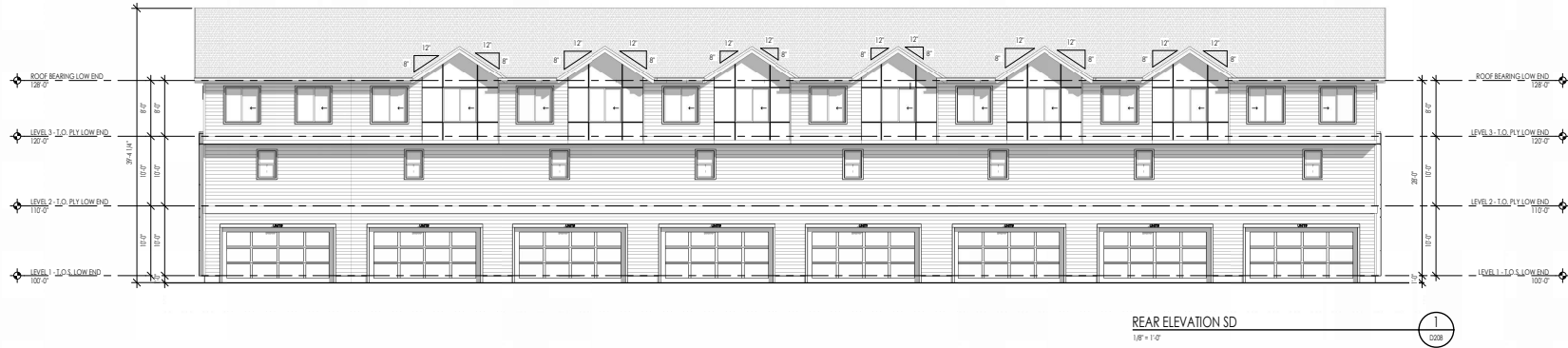


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3/16" = 1'-0"

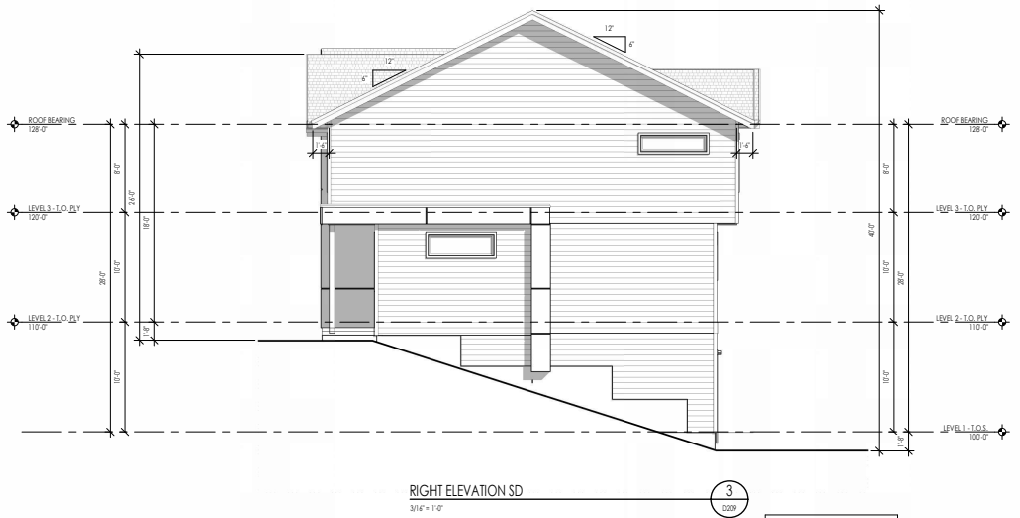
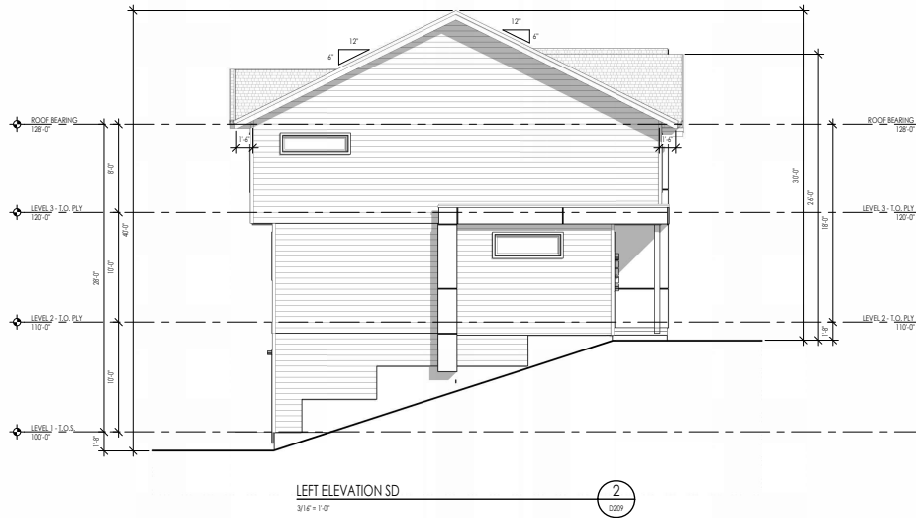
1
0204

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS





REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SECTIONS



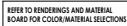
REAR ELEVATION SD
3/16" = 1'-0"

1
D210

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



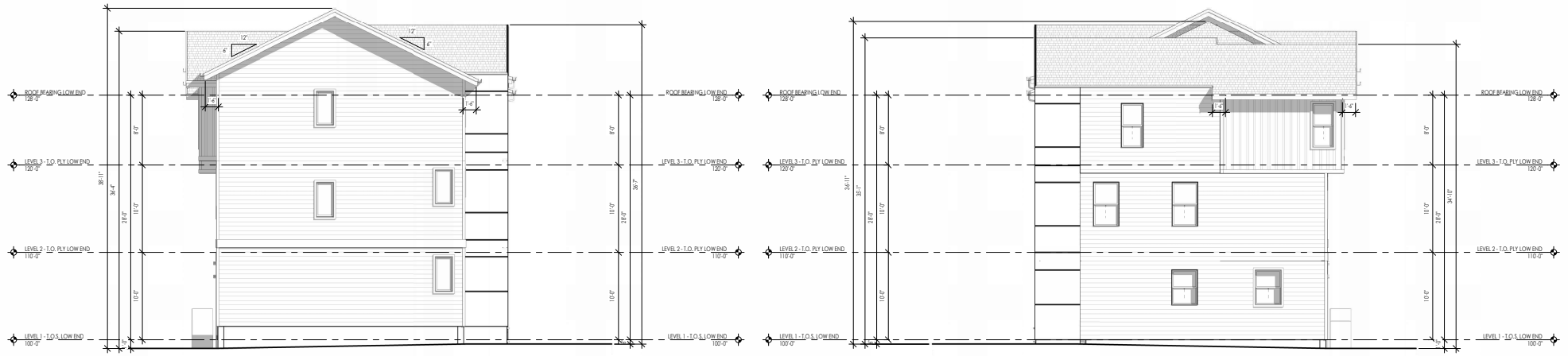
03 DEC 2024





FRONT ELEVATION SD
3/16" = 1'-0"

1
0213



LEFT ELEVATION SD
3/16" = 1'-0"

2
0213

RIGHT ELEVATION SD
3/16" = 1'-0"

3
0213

REFER TO RENOVATIONS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



REAR ELEVATION SD
3/16" = 1'-0"

1
D214

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



REAR ELEVATION SD
3/16" = 1'-0"

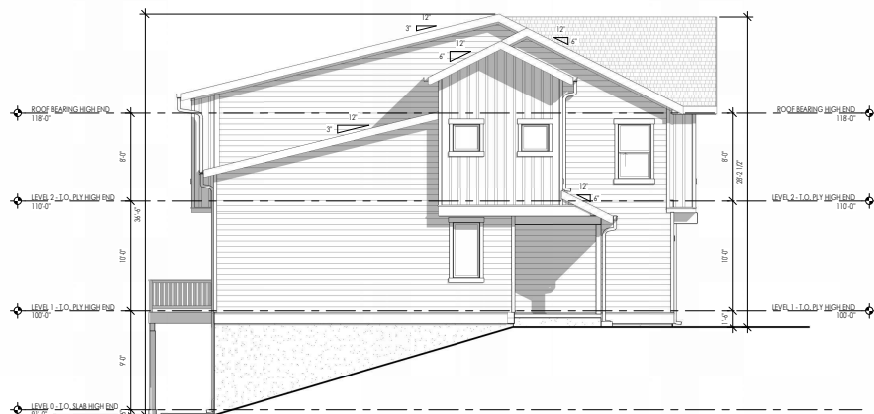
1
2024

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



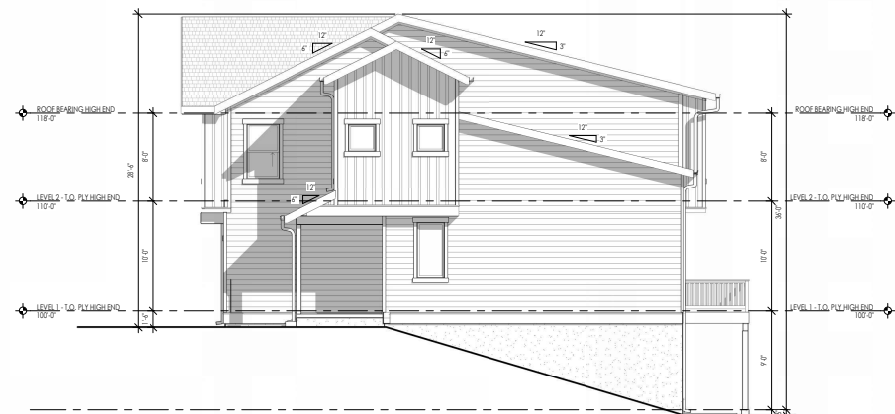
FRONT ELEVATION SD
3/16" = 1'-0"

1
2017



LEFT ELEVATION SD
3/16" = 1'-0"

2
2017



RIGHT ELEVATION SD
3/16" = 1'-0"

3
2017

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



REAR ELEVATION - WALK OUT SD
3/16" = 1'-0"

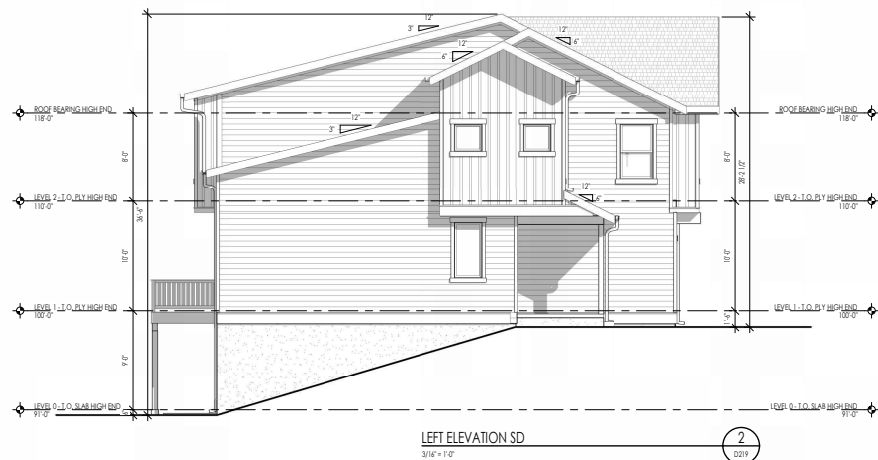
1
2018

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



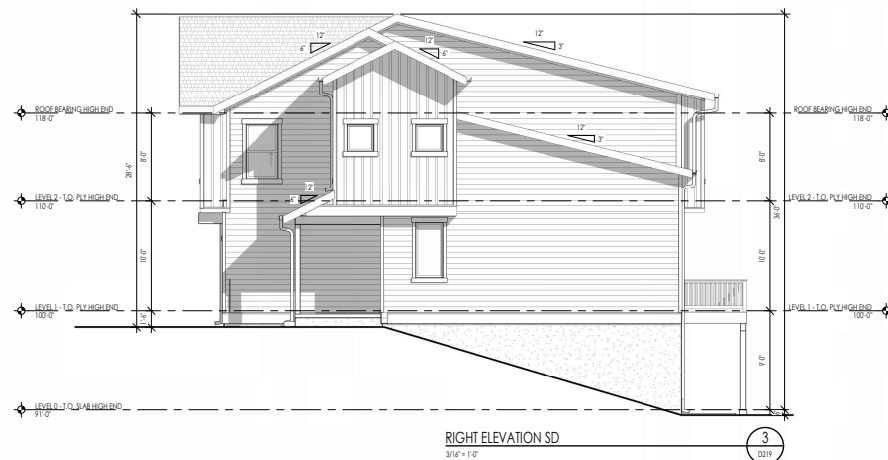
FRONT ELEVATION SD
3/16" = 1'-0"

1
D219



LEFT ELEVATION SD
3/16" = 1'-0"

2
D219



RIGHT ELEVATION SD
3/16" = 1'-0"

3
D219

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



REAR ELEVATION - WALK OUT SD
3/16" = 1'-0"

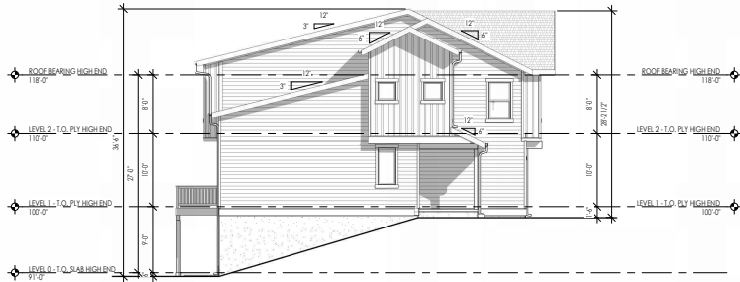


REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



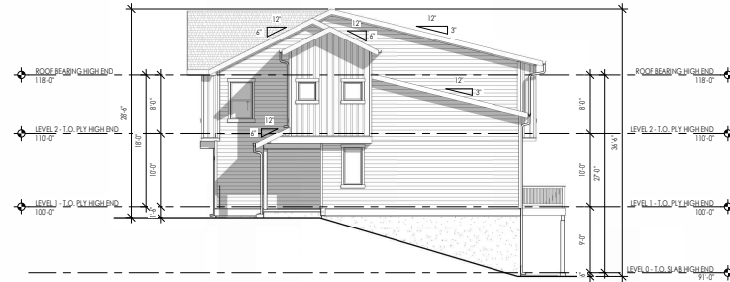
FRONT ELEVATION SD
1/8" = 1'-0"

1
D221



LEFT ELEVATION SD
1/8" = 1'-0"

2
D221



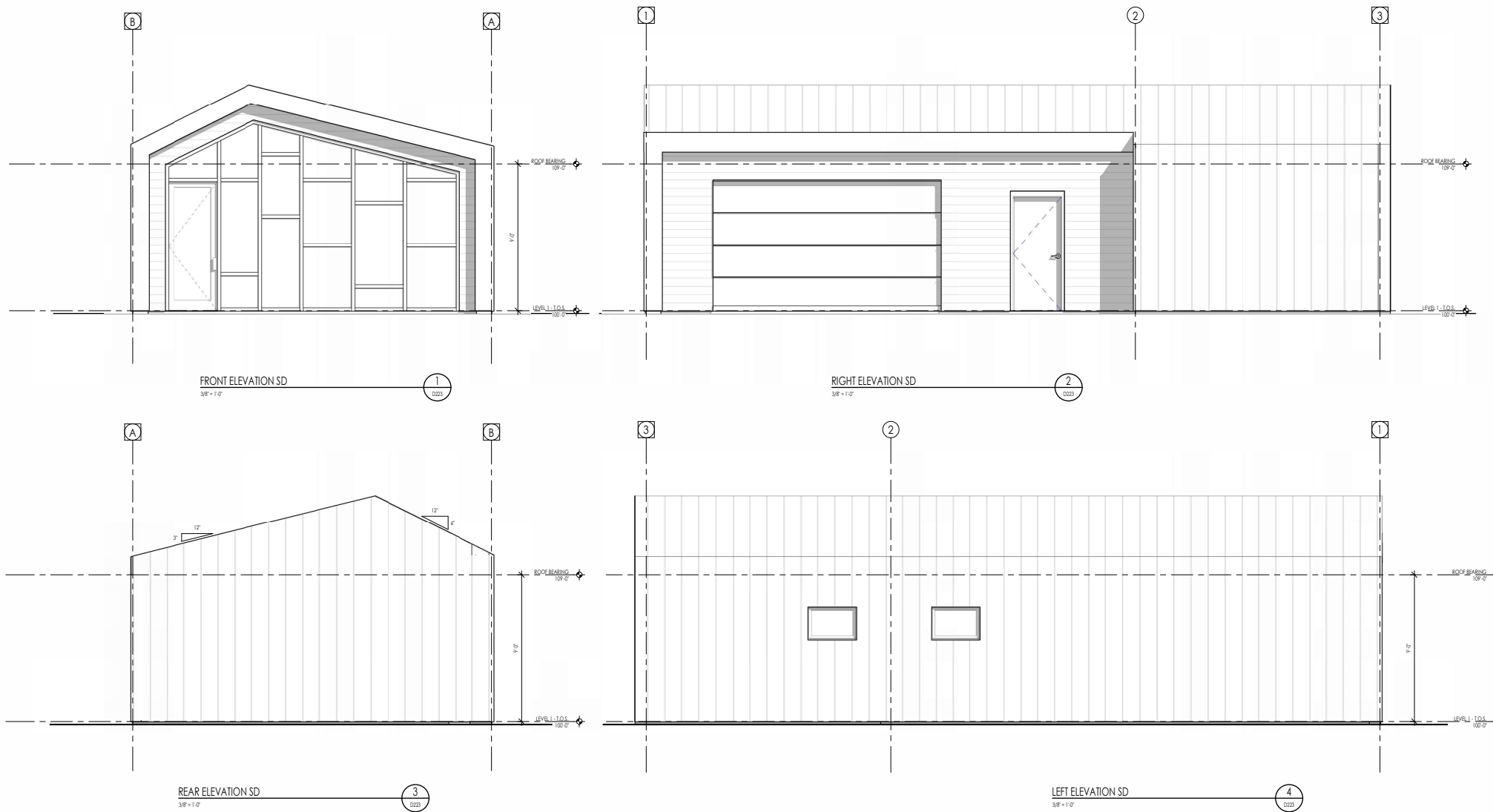
RIGHT ELEVATION SD
1/8" = 1'-0"

3
D221

REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS

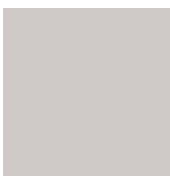

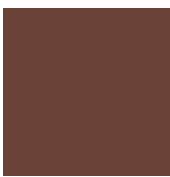







REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



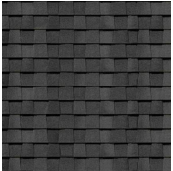
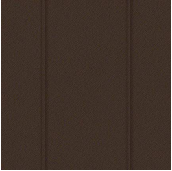
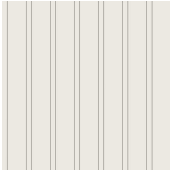
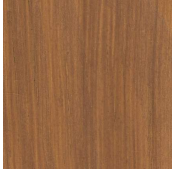
SWATCH:									
DESCRIPTION:	TRIM/FASCIA/SOFFIT	LAP SIDING	LAP SIDING	BOARD AND BATT	ROOFING -SHINGLES	WINDOWS/DOORS	FRONT DOOR	GARAGE DOOR	RAILINGS
MANUFACTURER:	TBD	TBD	TBD	FIBER CEMENT OR SIMILAR	CERTIANTEED OR SIMILAR	ANDERSON WINDOWS OR SIMILAR	TBD	GARAGA OR SIMILAR	FORTRESS CABLE RAIL OR SIMILAR
COLOR:	"DARK BRONZE" OR SIMILAR	"GAUNTLET GRAY" (SW 7019) OR SIMILAR	GRAYISH" (SW 6001) OR SIMILAR	"GAUNTLET GRAY" (SW 7019) OR SIMILAR	"MOIRE BLACK" OR SIMILAR	"DARK BRONZE"/ "WHITE VINYL" OR SIMILAR	SHERWIN WILLIAMS "DOVETAIL" (SW 7018) OR SIMILAR	"TERRASTONE" OR SIMILAR	"BLACK" OR SIMILAR

COMMON COLORS

	HIGHLIGHT SCHEME 1		HIGHLIGHT SCHEME 2		HIGHLIGHT SCHEME 3		HIGHLIGHT SCHEME 4	
SWATCH:								
DESCRIPTION:	FIBER CEMENT PANEL	FORMED METAL PANEL OR JAMES HARDIE WOODTONE	FIBER CEMENT PANEL	FORMED METAL PANEL OR JAMES HARDIE WOODTONE	FIBER CEMENT PANEL	FORMED METAL PANEL OR JAMES HARDIE WOODTONE	FIBER CEMENT PANEL	FORMED METAL PANEL OR JAMES HARDIE WOODTONE
MANUFACTURER:	TBD	ALURRA OR EQUAL	TBD	ALURRA OR EQUAL	TBD	ALURRA OR EQUAL	TBD	ALURRA OR EQUAL
COLOR:	"GRAYISH" (SW 6001) OR SIMILAR	RUSTIC SERIES "SUMMER WHEAT" (OSI#245) OR SIMILAR	"AURORA BROWN" (SW 2837) OR SIMILAR	RUSTIC SERIES "SUMMER WHEAT" (OSI#245) OR SIMILAR	"URBANE BRONZE" (SW 7048) OR SIMILAR	RUSTIC SERIES "SUMMER WHEAT" (OSI#245) OR SIMILAR	"ILLUSIVE GREEN" (SW 9164) OR SIMILAR	RUSTIC SERIES "SUMMER WHEAT" (OSI#245) OR SIMILAR

HIGHLIGHT COLORS

SWATCH:



DESCRIPTION:

FRONT DOOR

TIMBERS

LAP SIDING

BOARD AND BATT

WINDOWS FRAMES

GARAGE DOOR

ROOFING-STANDING SEAM

ROOFING -SHINGLES

MANUFACTURER:

TBD

TBD

JAMES HARDIE OR SIMILAR

JAMES HARDIE OR SIMILAR

ANDERSON WINDOWS OR SIMILAR

GARAGA OR SIMILAR

MBCI OR SIMILAR

CERTIANTEED OR SIMILAR

COLOR:

SHERWIN WILLIAMS
"DOVETAIL"
(SW 7018) OR SIMILAR

SHERWIN WILLIAMS
"FIG"
(DB 2317) OR SIMILAR

"ALABASTER"
(SW 7008) OR SIMILAR

"ALABASTER"
(SW 7008) OR SIMILAR

"DARK BRONZE"
OR SIMILAR

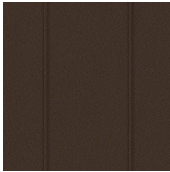
"TERRASTONE"
OR SIMILAR

"MEDIUM BRONZE"
OR SIMILAR

"MOIRE BLACK"
OR SIMILAR

COLOR SCHEME -FRONT LOAD

SWATCH:



DESCRIPTION:

ROOFING-STANDING SEAM

FORMED METAL PANEL OR JAMES HARDIE WOODTONE

WINDOWS/DOORS

MANUFACTURER:

MBCI

ALURRA OR SIMILAR

ANDERSON WINDOWS OR SIMILAR

COLOR:

"MEDIUM BRONZE"
OR SIMILAR

RUSTIC SERIES "SUMMER WHEAT" (OSI#245) OR SIMILAR

"DARK BRONZE/ WHITE VINYL" OR SIMILAR

COLOR SCHEME -LEASING OFFICE



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DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

COLOR / MATERIAL
BOARD 2-STORY
PART B

D502

11 DEC 2024



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH



NOTE: CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS.



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH



NOTE: CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS.



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH



NOTE CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH



NOTE: CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS.

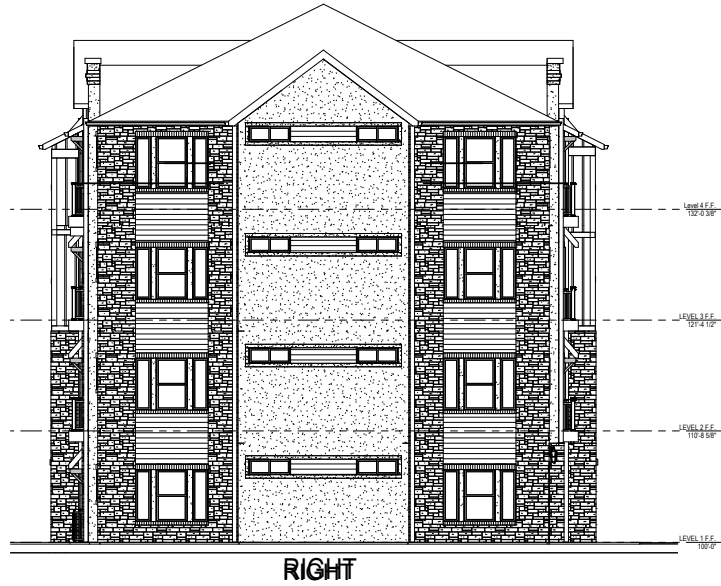


DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

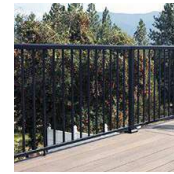
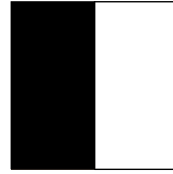
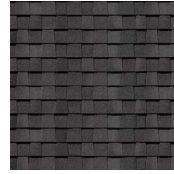


REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS

SWATCH:



DESCRIPTION:

TRIM/FASCIA/SOFFIT

LAP SIDING

STONE

STUCCO

ROOFING -SHINGLES

WINDOWS/DOORS

GARAGE DOOR

RAILINGS

RUSTIC LAP SIDING

MANUFACTURER:

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

COLOR:

BLACK

MIDNIGHT SOOT

PEWTER - KING

EXTRA WHITE

CHARCOAL

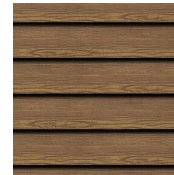
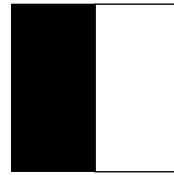
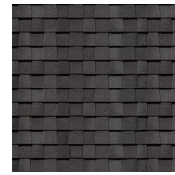
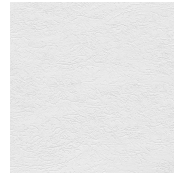
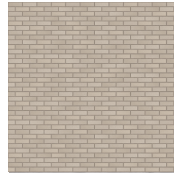
BLACK / WHITE

WHITE

BLACK

RUGGED PINE

SWATCH:



DESCRIPTION:

TRIM/FASCIA/SOFFIT

LAP SIDING

BRICK

STUCCO

ROOFING -SHINGLES

WINDOWS/DOORS

GARAGE DOOR

RAILINGS

RUSTIC LAP SIDING

MANUFACTURER:

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

COLOR:

BLACK

MIDNIGHT SOOT

PEWTER - KING

EXTRA WHITE

CHARCOAL

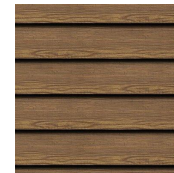
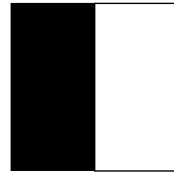
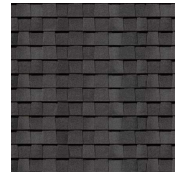
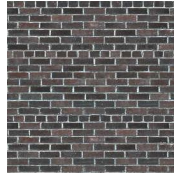
BLACK / WHITE

WHITE

BLACK

RUGGED PINE

SWATCH:



DESCRIPTION:

TRIM/FASCIA/SOFFIT

LAP SIDING

BRICK

STUCCO

ROOFING -SHINGLES

WINDOWS/DOORS

GARAGE DOOR

RAILINGS

RUSTIC LAP SIDING

MANUFACTURER:

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

COLOR:

BLACK

STONE SLATE

CHARCOAL SMOOTH
- KING

SEASIDE

CHARCOAL

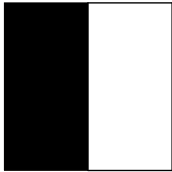
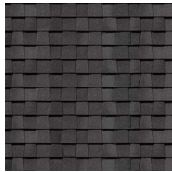
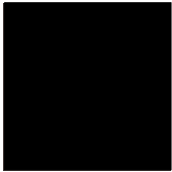
BLACK / WHITE

WHITE

BLACK

RUGGED PINE

SWATCH:



DESCRIPTION:	TRIM/FASCIA/SOFFIT	LAP SIDING	BRICK	STUCCO	ROOFING -SHINGLES	WINDOWS/DOORS	GARAGE DOOR	RAILINGS	RUSTIC LAP SIDING
MANUFACTURER:	TBD	TBD	TBD	TBD	TBD	TBD			TBD
COLOR:	BLACK	MIDNIGHT SOOT	MISTY SUMMIT - KING	SEASIDE	CHARCOAL	BLACK / WHITE	WHITE	BLACK	RUGGED PINE

EXHIBIT H
(Fencing Standards and Locations)

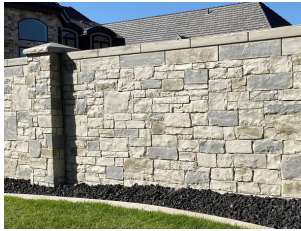
Retaining Wall Options



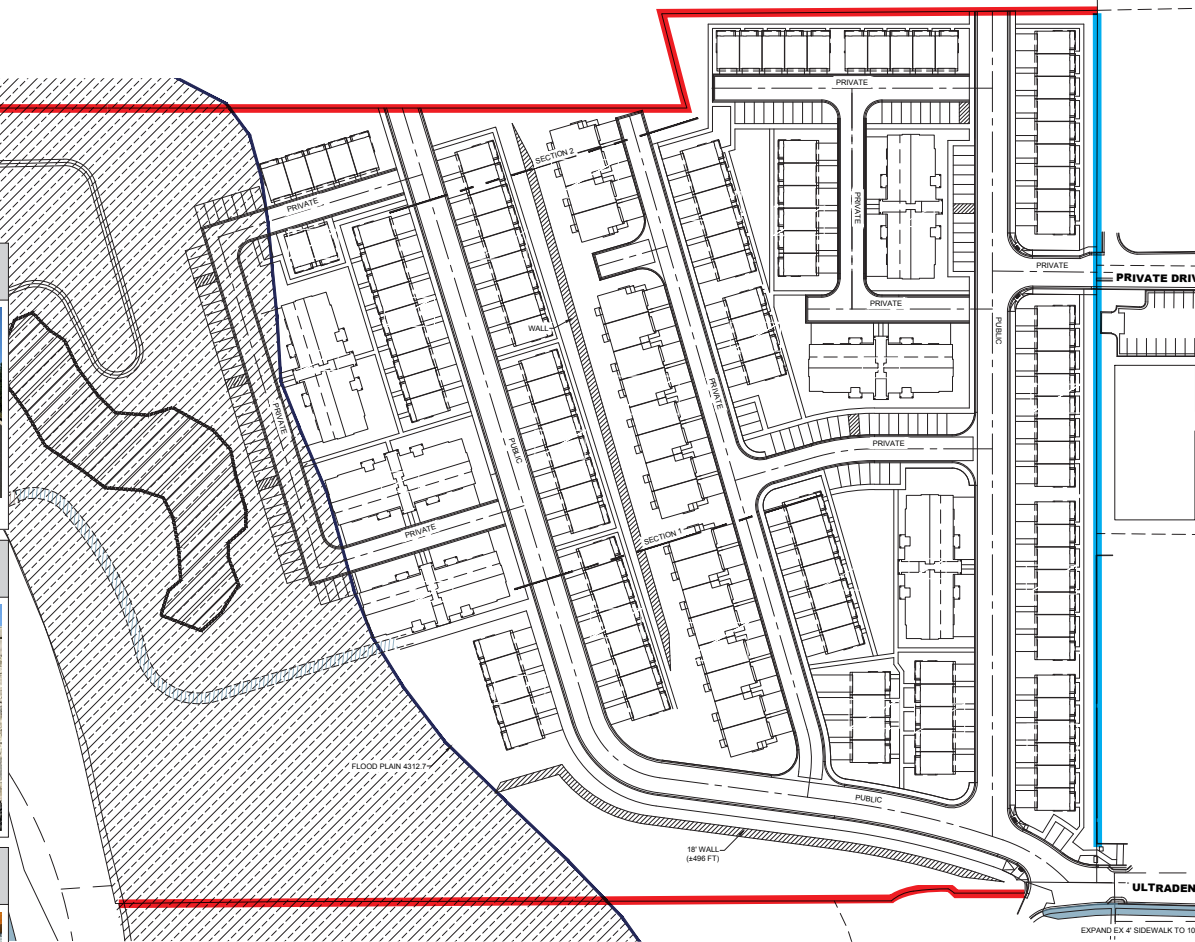
Verti-Block

Rock Wall

Precast Concrete — Color TBD



Post and Rail Fence



ALTITUDE

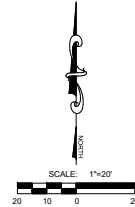
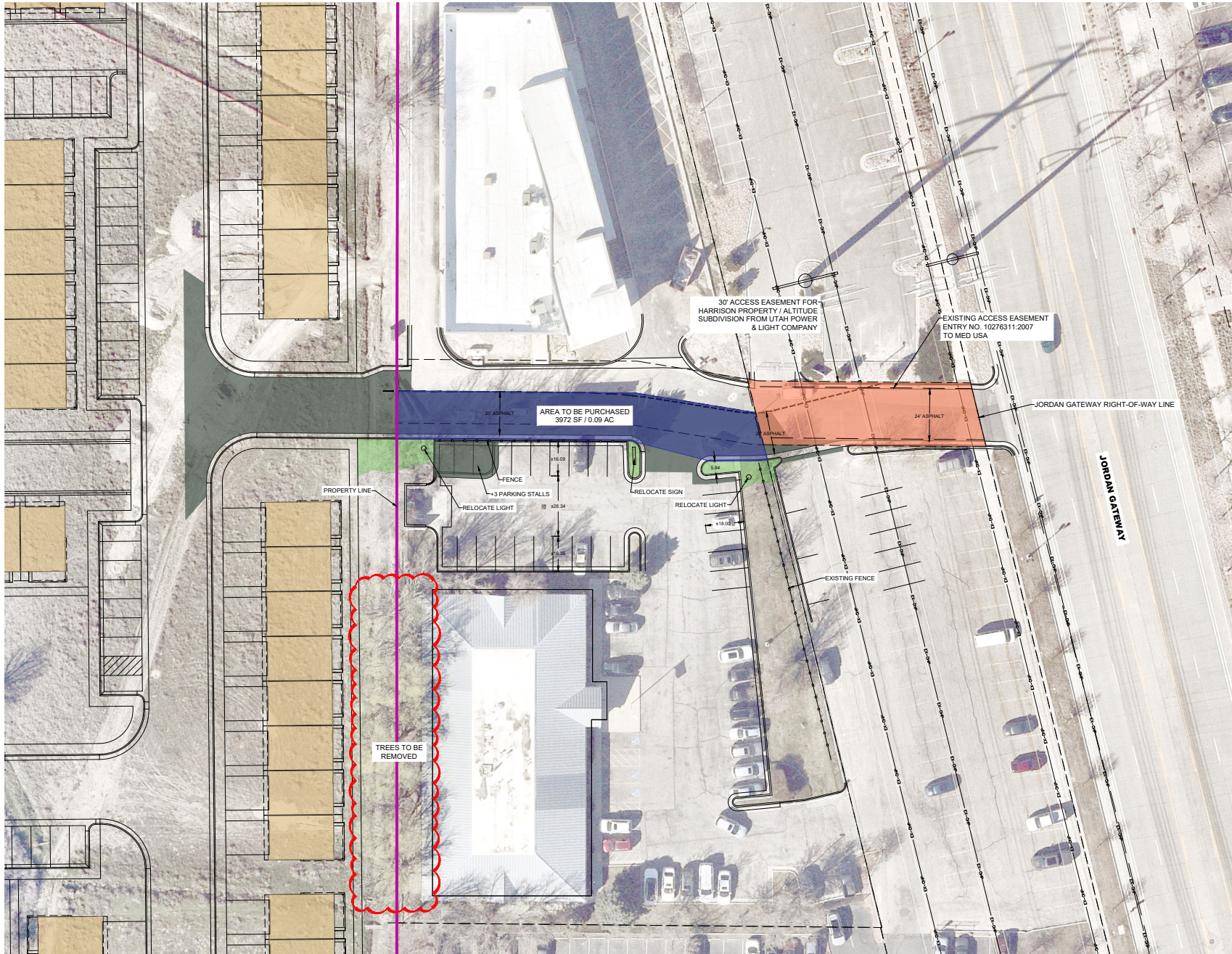
PROPOSED FENCING PLAN

Fencing Key

6' Precast Concrete Privacy Fence
4' Post and Rail Fence

DAI
UTAH'S FOREMOST LAND DEVELOPER

EXHIBIT I
(Secondary Access)



ALTITUDE SUBDIVISION
SOUTH JORDAN, UTAH
SECONDARY ACCESS AREA IMPACTED

REVISIONS

1	
2	
3	
4	
5	
6	

LEI PROJECT #
2020-0068
DRAWN BY:
BLS
DESIGNED BY:
GDM
SCALE:
1"=20'
DATE:
10/11/2024

SHEET

2

EXHIBIT J
(Floodplain)

NOTE
MINIMUM BUILDING ELEVATION TO BE
AT LEAST ONE (1) FOOT ABOVE BASE
FLOOD ELEVATION.

ZONE AE (4312.7)
FEMA MAP # 4655C0432G

EXISTING AREA FLOOD ZONE AE
(AREA DETERMINED 100 YEAR FLOOD
ELEVATION 4312.7)

WETLANDS

FUTURE JORDAN RIVER BRIDGE

EXISTING JORDAN RIVER TRAIL

EXISTING AREA FLOOD ZONE X
(AREA DETERMINED TO BE OUTSIDE OF 500 YEAR FLOOD PLAIN)

EXISTING FLOOD PLAIN DELINEATION LINE PER FLOOD MAP
EAST SIDE - FLOOD ZONE X (500 YEAR FLOOD PLAIN)
WEST SIDE - FLOOD ZONE AE (100 FLOOD ELEVATION 4312.7)

ZONE AE (4312.7)
FEMA MAP # 4655C0432G

ALTITUDE SUBDIVISION
SOUTH JORDAN, UTAH
FEMA LOMR AREA EXHIBIT

REVISIONS
1
2
3
4
5
6

LEI PROJECT #
2020-0068
DRAWN BY:
BLS
DESIGNED BY:
GDM
SCALE:
1"=50'
DATE:
2/3/2025

SHEET

5

RESOLUTION R2025 – 13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE FUTURE LAND USE MAP OF THE GENERAL PLAN OF THE CITY OF SOUTH JORDAN FROM NATURAL AREA (NA) AND AGRICULTURAL PRESERVATION BOUNDARY TO MIXED USE TRANSIT ORIENTED DEVELOPMENT (MU-TOD) BOUNDARY ON PROPERTY GENERALLY LOCATED AT 500 W. ULTRADENT DRIVE; ALTITUDE, LLC (APPLICANT).

WHEREAS, the City Council of the City of South Jordan (“City Council”) has adopted the Future Land Use Map of the General Plan of the City of South Jordan (“Land Use Map”); and

WHEREAS, the Applicant requested that the City Council amend the Land Use Map by changing the designated Natural Area (NA) boundary and also changing the land use designation from Agricultural Preservation to Mixed Use Transit Oriented Development (MU-TOD) boundary on property generally located at 500 W. Ultradent Drive, as depicted in the Attached **Exhibit A**; and

WHEREAS, the South Jordan Planning Commission reviewed the Applicant’s proposed amendment and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing concerning the proposed amendment; and

WHEREAS, the City Council finds that amending the Land Use Map as proposed by the Applicant will enhance public health, safety and general welfare, and promote the goals of the General Plan.

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

SECTION 1. Amendment. The land use designation of the Land Use Map of property described in Application PLZBA20240018, located approximately at 500 West Ultradent Drive in the City of South Jordan, Utah, is hereby changed from Natural Area (NA) and Agricultural Preservation boundary to Mixed Use Transit Oriented Development (MU-TOD) boundary, as depicted in **Exhibit A**.

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 _____, 2025 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason T. McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

EXHIBIT A
(Property Description)
NATURAL AREA (NA) BOUNDARY

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 12, and the Northwest Quarter of the Northwest Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at a point that common boundary line as described in that boundary line agreement Deed Entry No. 12909027 Book: 10741 Page: 3724-3742 of the official records of the Salt Lake County Recorder, said point being located N89°27'04"W along the Section Line 1440.89 feet and SOUTH 10.73 feet from the South Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Meridian; thence along said boundary line agreement the following five (5) courses: thence S89°54'50"W 19.25 feet; thence along the arc of a non-tangent curve to the left 6.93 feet with a radius of 27.09 feet through a central angle of 14°39'45", chord: N54°21'08"W 6.91 feet; thence along the arc of a non-tangent curve to the left 32.61 feet with a radius of 234.54 feet through a central angle of 07°58'02", chord: S86°09'15"W 32.59 feet; thence along the arc of a non-tangent curve to the left 22.58 feet with a radius of 38.54 feet through a central angle of 33°33'53", chord: S66°02'06"W 22.26 feet; thence S89°56'57"W 54.29 feet to a fence corner; thence along an existing fence line and the common boundary line as described in that boundary line agreement Deed Entry No. 12315322 Book: 10449 Page: 6242-6253 of the official records of the Salt Lake County Recorder the following two (2) courses: S89°56'13"W 507.69 feet; thence S89°20'25"W 160.70 feet to the

easterly bank of the Jordan River; thence along said easterly bank the following three (3) courses: N12°38'01"W 141.28 feet; thence along the arc of a curve to the left 404.04 feet with a radius of 1000.00 feet through a central angle of 23°08'59" chord: N24°12'30"W 401.30 feet; thence N35°47'00"W 261.78 feet; thence East 176.48 feet; thence N25°02'10"E 1.14 feet; thence N08°45'13"E 23.77 feet; thence East 387.22 feet; thence S72°58'46"W 111.03 feet; thence S17°01'14"E 35.83 feet; thence S72°58'46"W 55.41 feet; thence S17°01'14"E 46.06 feet; thence S72°58'46"W 20.00 feet; thence S17°01'14"E 324.00 feet; thence N72°58'46"E 20.00 feet; thence S17°01'14"E 28.33 feet; thence N72°58'46"E 22.35 feet; thence S17°32'22"E 71.32 feet; thence N72°58'46"E 79.00 feet; thence S17°01'14"E 141.73 feet; thence S76°56'01"E 150.43 feet; thence S82°10'36"E 214.11 feet; thence S77°27'54"E 48.79 feet; thence S67°24'29"E 50.91 feet to the point of beginning.

Contains: ±265,586 Sq. Ft.

±6.10 Acres

MIXED USE TRANSIT ORIENTED DEVELOPMENT (MU-TOD) BOUNDARY

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 12, and the Northwest Quarter of the Northwest Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Meridian described as follows:

Beginning at a point on the south line of Section 12, being located N89°27'04"W along the Section Line 1328.53 feet from the South 1/4 Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Meridian; thence N89°27'04"W along the Section Line 65.96 feet to the northerly extension of an arc described in that boundary line agreement Deed Entry No. 12909027 Book: 10741 Page: 3724-3742 of the official records of the Salt Lake County Recorder; thence along the extension of and said boundary line agreement the following two (2) courses: along the arc of a non-tangent curve to the right 10.30 feet with a radius of 23.45 feet through a central angle of 25°09'40" chord: S0°26'01"E 10.22 feet; thence S89°54'50"W 46.48 feet; thence N67°24'29"W 50.91 feet; thence N77°27'54"W 48.79 feet; thence N82°10'36"W 214.11 feet; thence N76°56'01"W 150.43 feet; thence N17°01'14"W 141.73 feet; thence S72°58'46"W 79.00 feet; thence N17°32'22"W 71.32 feet; thence S72°58'46"W 22.35 feet; thence N17°01'14"W 28.33 feet; thence S72°58'46"W 20.00 feet; thence N17°01'14"W 324.00 feet; thence

N72°58'46"E 20.00 feet; thence N17°01'14"W 46.06 feet; thence N72°58'46"E 55.41 feet; thence N17°01'14"W 35.83 feet; thence N72°58'46"E 111.03 feet to the northerly line of that real property described in Deed Entry No. 14045990 in the official records of the Salt Lake County Recorder; thence along said real property the following five (5) courses: East 312.90 feet; thence N17°12'14"W 15.77 feet; thence N14°33'15"W 35.89 feet; thence N14°28'02"W 39.32 feet; thence N89°34'34"E 396.22 feet; thence N88°50'00"E 9.00 feet to the Northwest Corner of CABCO JORDAN SUBDIVISION; thence South 487.22 feet along the west boundary of said subdivision to the Southwest Corner thereof; thence N89°27'04"W 4.28 feet to the easterly line of that real property described in Deed Entry No. 14045990 in the official records of the Salt Lake County Recorder; thence S00°33'18"E along said real property 325.25 feet to the point of beginning.

Contains: ±541,766 Sq. Ft.

±12.44 Acres

ORDINANCE NO. 2025 – 02-Z

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY GENERALLY LOCATED AT APPROXIMATELY 500 WEST ULTRADENT DRIVE IN THE CITY OF SOUTH JORDAN FROM A-1 (AGRICULTURAL) ZONE TO R-M (RESIDENTIAL) ZONE AND PD (PLANNED DEVELOPMENT) FLOATING ZONE; ALTITUDE, LLC, (APPLICANT)

WHEREAS, the City Council of the City of South Jordan (“City Council”) has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the Municipal Code) with the accompanying Zoning Map; and

WHEREAS, Applicant, Altitude, LLC, proposed that the City Council amend the Zoning Map by rezoning the property described in the attached **Exhibit A**; and

WHEREAS, the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing concerning the proposed rezoning; and

WHEREAS, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan.

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

SECTION 1. Rezone. The property described in Application PLZBA202400018, filed by Altitude, LLC and located at approximately 500 West Ultradent Drive in the City of South Jordan, Utah, is hereby rezoned from A-1 (Agricultural) Zone to R-M (Residential) Zone and PD (Planned Development) Floating Zone on property described in the attached **Exhibit A**.

SECTION 2. Filing of Zoning Map. The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

SECTION 3. 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 4. 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 _____, 2025 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Office of the City Attorney

EXHIBIT A
(Property Description)

Parcel: 27-12-351-005

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 12, and the Northwest Quarter of the Northwest Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Meridian, lying East of Jordan River described by survey as follows:

Beginning at a point on the south line of Section 12, being located N89°27'04"W along the Section Line 1328.53 feet from the South 1/4 Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Meridian; thence N89°27'04"W along the Section Line 65.96 feet to the northerly extension of an arc described in that boundary line agreement Deed Entry No. 12909027 Book: 10741 Page: 3724-3742 of the official records of the Salt Lake County Recorder; thence along the extension of and said boundary line agreement the following six (6) courses: along the arc of a non-tangent curve to the right 10.30 feet with a radius of 23.45 feet through a central angle of 25°09'40" chord: S0°26'01"E 10.22 feet; thence S89°54'50"W 65.73 feet; thence along the arc of a non-tangent curve to the left 6.93 feet with a radius of 27.09 feet through a central angle of 14°39'45" chord: N54°21'08"W 6.91 feet; thence along the arc of a non-tangent curve to the left 32.61 feet with a radius of 234.54 feet through a central angle of 7°58'02" chord: S86°09'15"W 32.59 feet; thence along the arc of a non-tangent curve to the left 22.58 feet with a radius of 38.54 feet through a central angle of 33°33'53" chord: S66°03'06"W 22.26 feet; thence S89°56'57"W 54.29 feet to a fence corner; thence along an existing fence line and the common boundary line as described in that boundary line agreement Deed Entry No. 12315322 Book: 10449 Page: 6242-6253 of the official records of the Salt Lake County Recorder the following two (2) courses: S89°56'13"W 507.69 feet; thence S89°20'25"W 160.70 feet to the easterly bank of the Jordan River; thence along said easterly bank the following three (3) courses: N12°38'01"W 141.28 feet; thence along the arc of a curve to the left 404.04 feet with a radius of 1000.00 feet through a central angle of 23°08'59" chord: N24°12'30"W 401.30 feet; thence N35°47'00"W 261.78 feet; thence East 176.48 feet; thence N25°02'10"E 1.14 feet; thence N08°45'13"E 23.77 feet; thence East 700.12 feet; thence N17°12'14"W 15.77 feet; thence N14°33'15"W 35.89 feet; thence N14°28'02"W 39.32 feet; thence N89°34'34"E 396.22 feet; thence S00°33'18"E 812.26 feet to the point of beginning.

Contains: ±18.46 Acres

±804,119 Sq. Ft.