

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 Altitude, LLC. 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:


GREGORY S. JENSEN (Jul 10, 2025 11:22 MDT)

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 Developer, 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 R2024-21 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. City shall repair and replace landscaping within the License that is damaged or removed in connection with the City’s construction 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 94 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 closest 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.** Developer 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 crosses three 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 Developer, LLC
 Attn: Nate Shipp
 14034 South 145 East, Suite 204
 Draper, Utah 84020
 nate@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 R2024-24 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



GREGORY SIMONSON (Jul 10, 2025 11:22 MDT)
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 DEVELOPER, LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2025, personally appeared before me NATE SHIPP, 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 Developer, LLC and that said document was signed by him on behalf of Altitude Developer, LLC by authority of its governing body, and NATE SHIPP 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)



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

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>Replaced</i>	by	<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 rezoning. 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 rezoning.

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 R2024-21 Approving Altitude MDA)

EXHIBIT F
(Public Amenities)

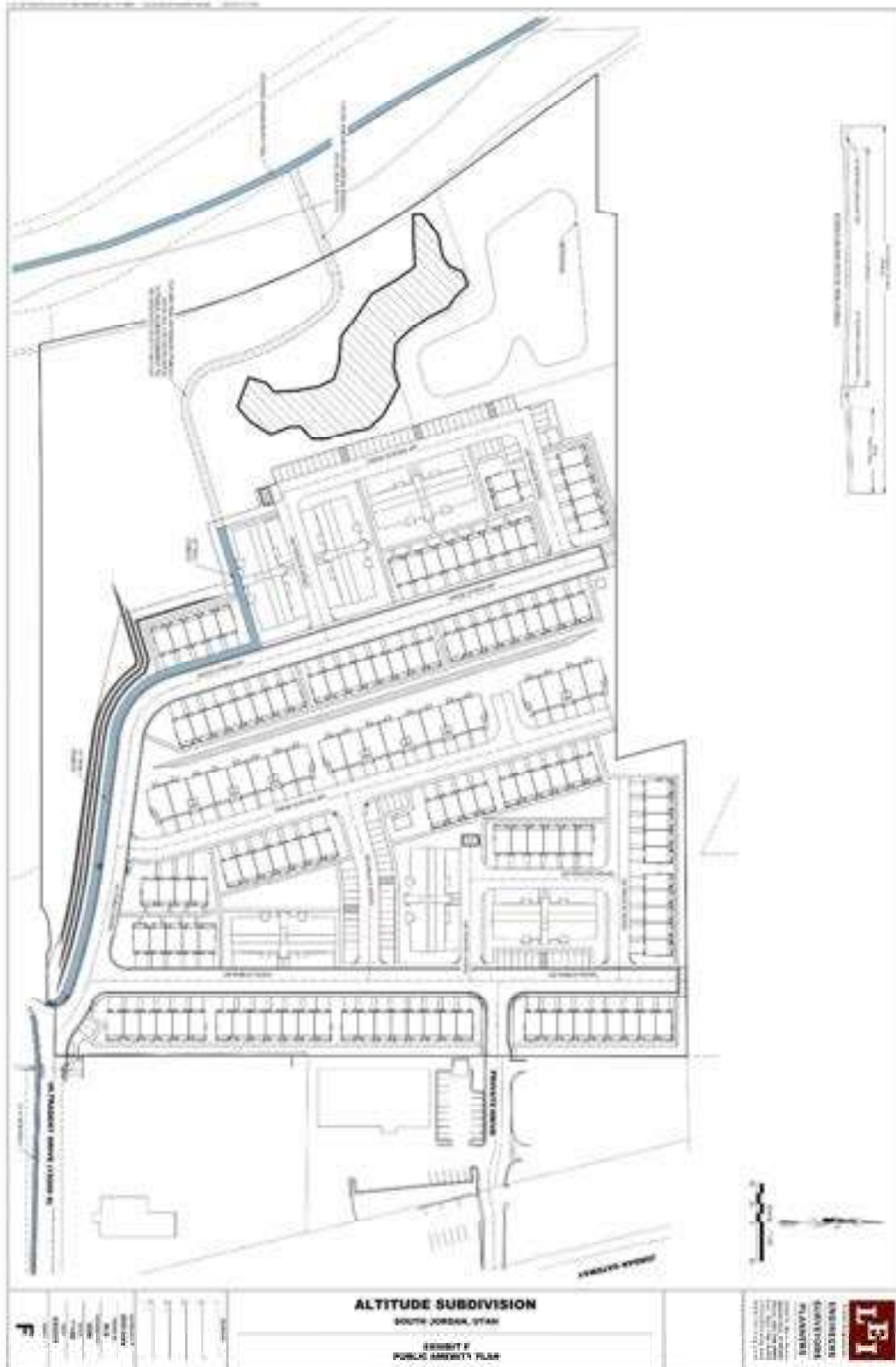


EXHIBIT G

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

See Next Page



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

10 MAR 2025



NOTE: CONCEPT DRAWINGS, ELEVATIONS, BUILDING STEPS AND ROOFTYPE MAY BE CONSIDERED IN VARIOUS WAYS TO MEET THE CODES.



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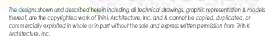
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SOUTH JORDAN, UTAH

REAR LOAD
 HIGHLIGHT SCHEME - 02

D101

10 MAR 2025



SOUTH JORDAN, UTAH

10 MAR 2025



NOTE: CONCEPTUAL DRAWINGS. INDIVIDUAL LIVES, ELEVATIONS, BUILDING STEPS AND ROOFTYPE MAY BE CHANGED IN VARIOUS WAYS TO MEET THE CODES.



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SOUTH JORDAN, UTAH

REAR LOAD
HIGHLIGHT SCHEME - 01

D103

10 MAR 2025



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SOUTH JORDAN, UTAH

REAR LOAD
HIGHLIGHT SCHEME - 04

D105

10 MAR 2025



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REAR LOAD
HIGHLIGHT SCHEME - 04

D106

10 MAR 2025



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COLOR SCHEME -
FRONT LOAD

D107

10 MAR 2025



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SOUTH JORDAN, UTAH

LEASING OFFICE

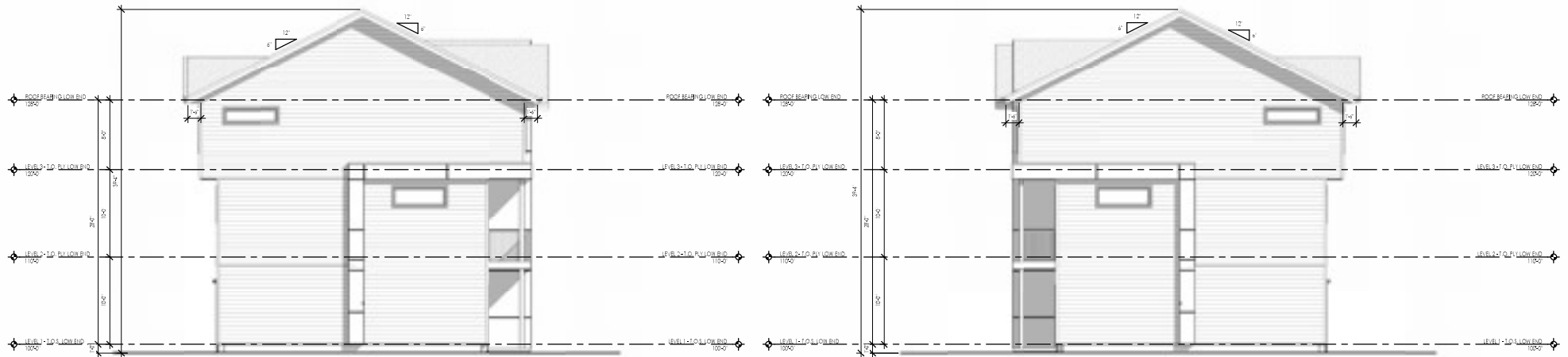
D110

10 MAR 2025



FRONT ELEVATION SD
5/16" = 1/4"

1
0201



LEFT ELEVATION SD
5/16" = 1/4"

2
0201

RIGHT ELEVATION SD
5/16" = 1/4"

3
0201

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



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DAI - ALTITUDE

4PLEX 01 - FLAT

SOUTH JORDAN, UT

4-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D201

10 MAR 2025



REAR ELEVATION SD
3/12/2025

1
02/25

REFER TO REVISIONS AND MATERIAL
BOARD FOR COORDINATE ALL SECTIONS



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DAI - ALTITUDE

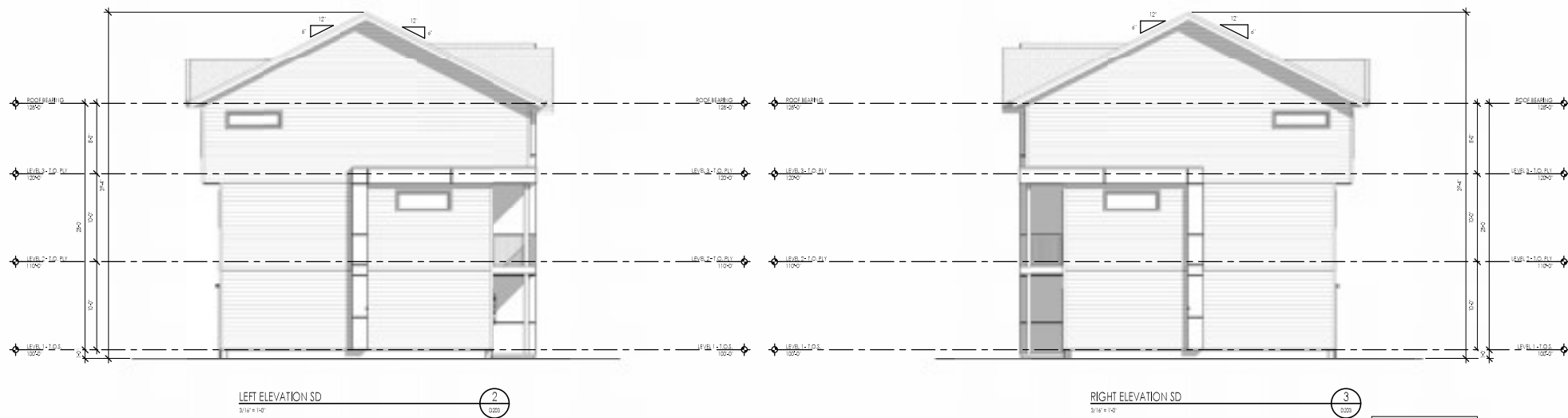
4PLEX 01 - FLAT

SOUTH JORDAN, UT

4-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D202

10 MAR 2025



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DAI - ALTITUDE

5PLEX 01 - FLAT

SOUTH JORDAN, UT

REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS

5-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D203

10 MAR 2025



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



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DAI - ALTITUDE

5PLEX 01 - FLAT

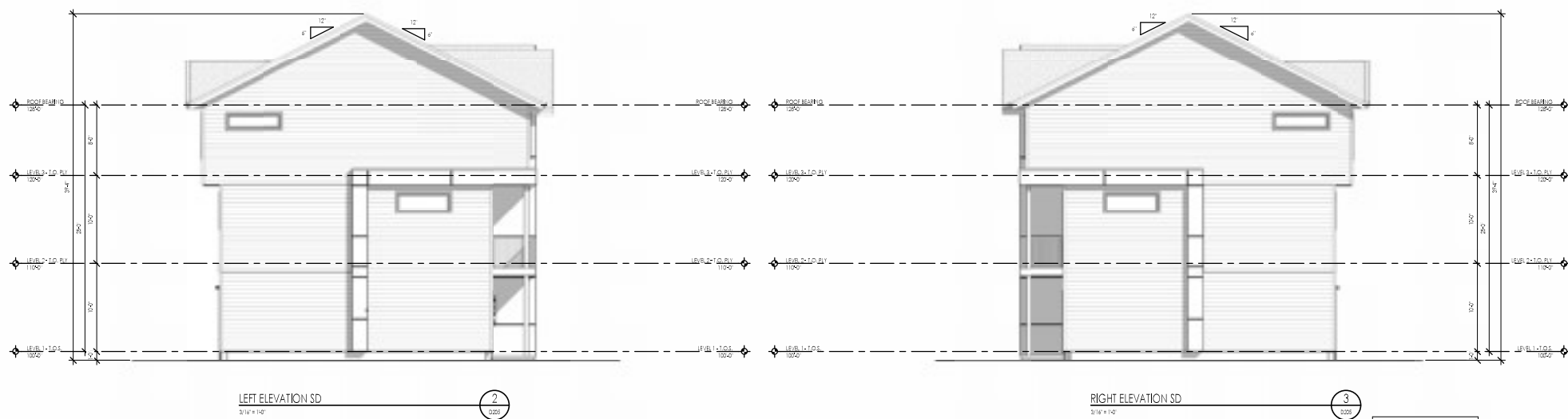
SOUTH JORDAN, UT

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS

5-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D204

10 MAR 2025



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DAI - ALTITUDE

6PLEX 01 FLAT

SOUTH JORDAN, UT

REFER TO FINISHES AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS

6-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D205

10 MAR 2025



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

1
0.00x

REFER TO FINISHINGS AND MATERIAL
BOARD FOR COORDINATE ALL SELECTIONS



DAI - ALTITUDE

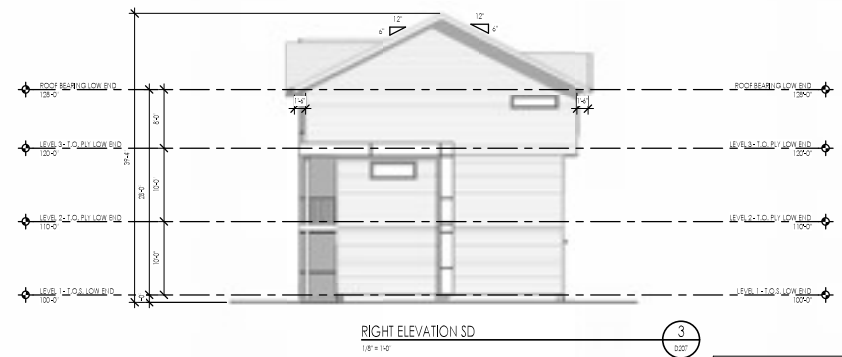
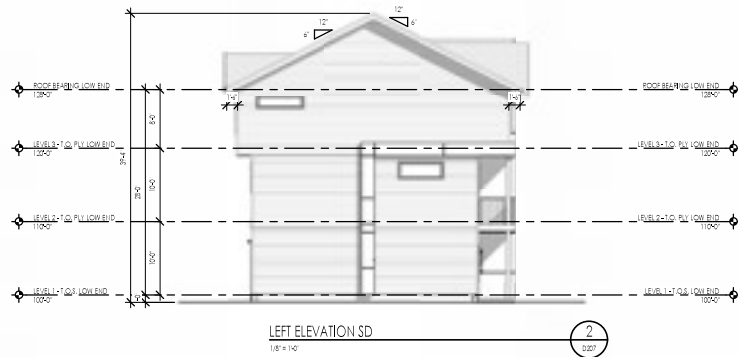
6PLEX 01 FLAT

SOUTH JORDAN, UT

6-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D206

10 MAR 2025



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DAI - ALTITUDE

8PLEX 01 - EVEREST FLAT

SOUTH JORDAN, UT

8-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D207

10 MAR 2025



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DAI - ALTITUDE

8PLEX 01 - EVEREST FLAT

SOUTH JORDAN, UT

REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS

8-PLEX-01 FLAT
EXTERIOR ELEVATIONS

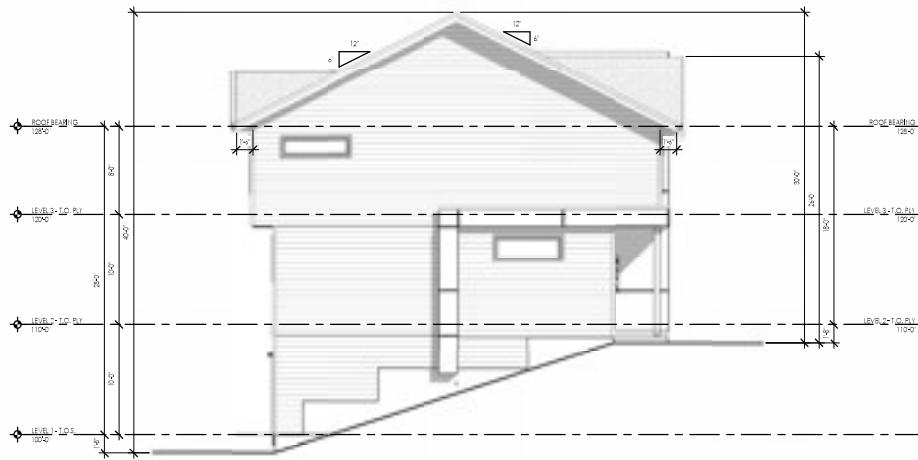
D208

10 MAR 2025



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

1
0209



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

2
0209



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

3
0209

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



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DAI - ALTITUDE

EVEREST - 6PLEX 01 DOWNHILL

SOUTH JORDAN, UT

6-PLEX-01 DOWNHILL
EXTERIOR ELEVATIONS

D209

10 MAR 2025



DAI - ALTITUDE

EVEREST - 6PLEX 01 DOWNHILL

SOUTH JORDAN, UT

REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS

6-PLEX-01 DOWNHILL
EXTERIOR ELEVATIONS

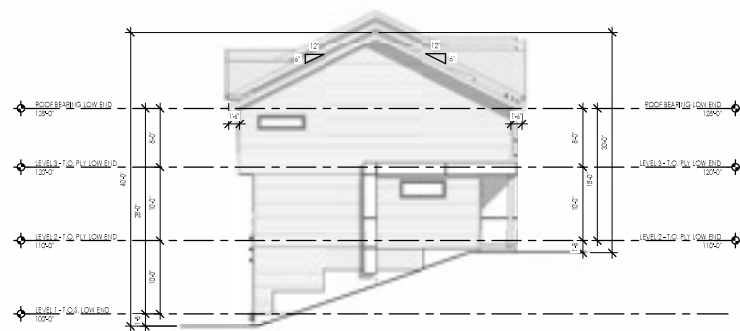
D210

10 MAR 2025



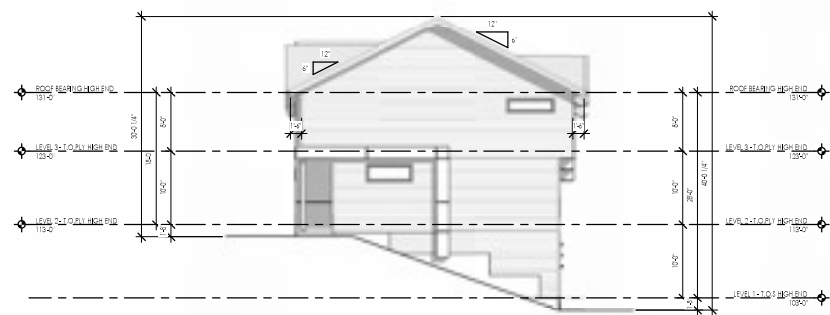
FRONT ELEVATION SD
1/8" = 1'-0"

1
D211



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

2
D211



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

3
D211

REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



DAI - ALTITUDE

8PLEX 01 - EVEREST DOWNHILL

SOUTH JORDAN, UT

8-PLEX-01 DOWNHILL
EXTERIOR ELEVATIONS

D211

10 MAR 2025



8-PLEX-01 DOWNHILL
EXTERIOR ELEVATIONS

D212

10 MAR 2025



8PLEX 01 - EVEREST DOWNHILL

SOUTH JORDAN, UT



FRONT ELEVATION SD

3/16" = 1'-0"

1
2019



LEFT ELEVATION SD

3/16" = 1'-0"

2
2019



RIGHT ELEVATION SD

3/16" = 1'-0"

3
2019

REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



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DAI - ALTITUDE

5PLEX 01 - MCKINLEY FLAT

SOUTH JORDAN, UT

5-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D213

10 MAR 2025



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

1
D214

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COORDINATE SECTIONS



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DAI - ALTITUDE

5PLEX 01 - MCKINLEY FLAT

SOUTH JORDAN, UT

5-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D214

10 MAR 2025



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

1
0218



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

2
0218



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

3
0218

REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



DAI - ALTITUDE

6PLEX 01 - MCKINLEY FLAT

SOUTH JORDAN, UT

6-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D215

10 MAR 2025



REAR ELEVATION SD
3/16 = 1/4"

1
2016



DAI - ALTITUDE

6PLEX 01 - MCKINLEY FLAT

SOUTH JORDAN, UT

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS

6-PLEX-01 FLAT
EXTERIOR ELEVATIONS

D216

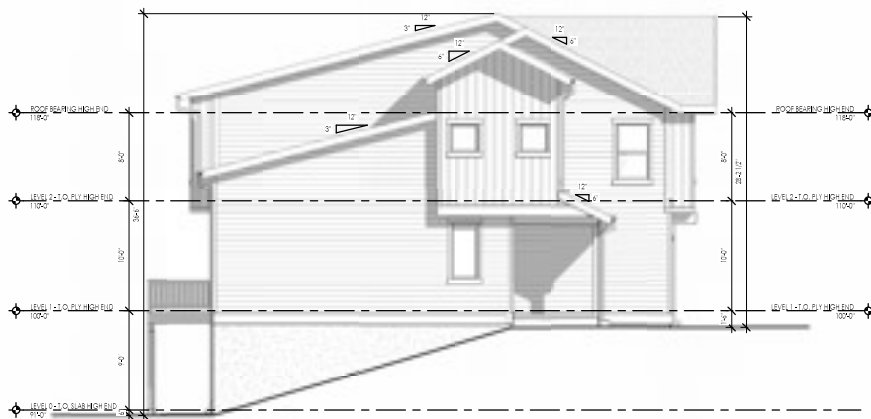
10 MAR 2025



FRONT ELEVATION SD

3/16" = 1'-0"

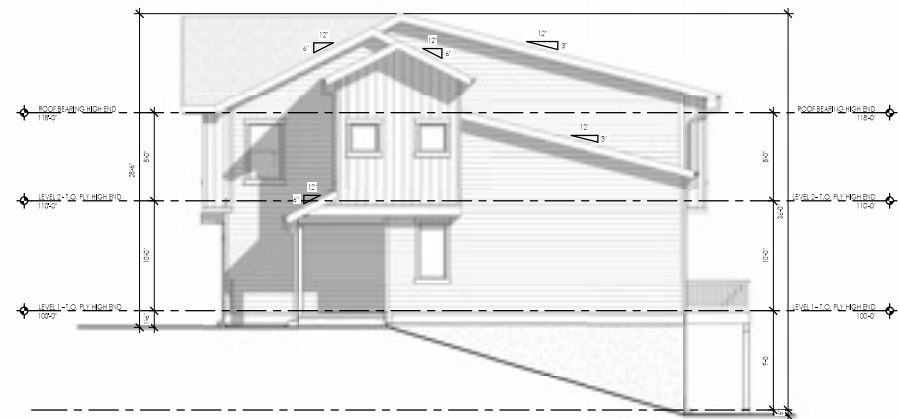
1
D217



LEFT ELEVATION SD

3/16" = 1'-0"

2
D217



RIGHT ELEVATION SD

3/16" = 1'-0"

3
D217

REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



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DAI - ALTITUDE FRONT LOAD 4-PLEX- 01 WALKOUT

SOUTH JORDAN, UT

4-PLEX-01 WALKOUT
EXTERIOR ELEVATIONS

D217

10 MAR 2025



REAR ELEVATION - WALK OUT SD
3/16 x 1/4

1
D218

REFER TO FINISHINGS AND MATERIAL
BOARD FOR COORDINATE SELECTIONS



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DAI - ALTITUDE FRONT LOAD 4-PLEX- 01 WALKOUT

SOUTH JORDAN, UT

4-PLEX-01 WALKOUT
EXTERIOR ELEVATIONS

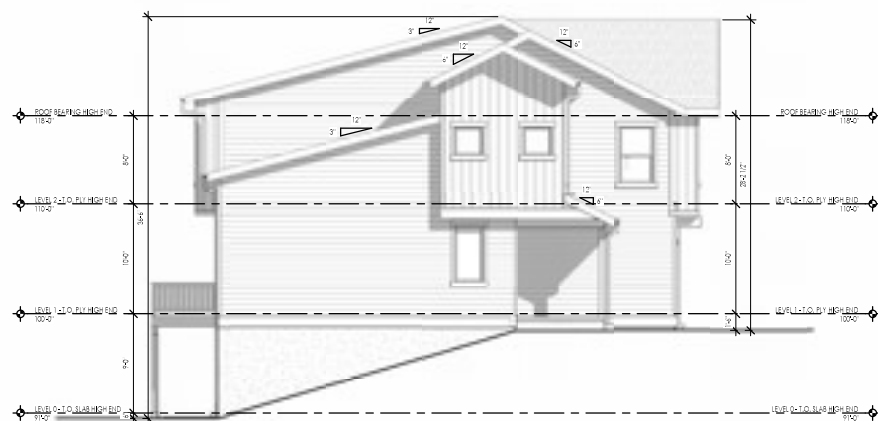
D218

10 MAR 2025



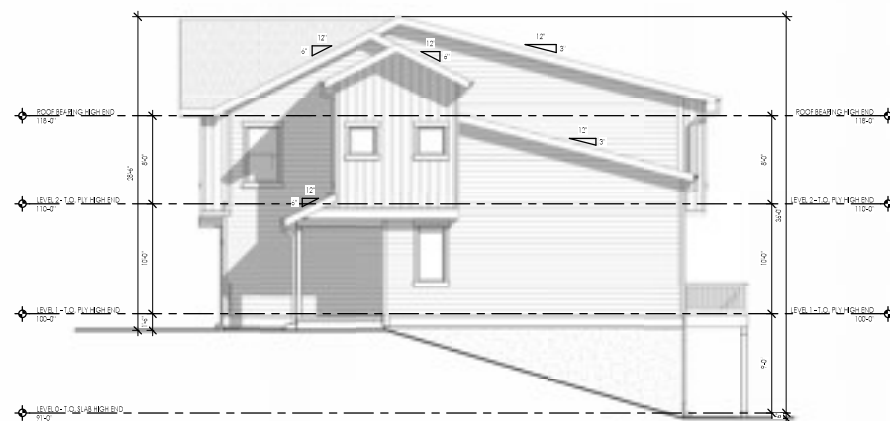
FRONT ELEVATION SD
3/16" = 1'-0"

1
2019



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

2
2019



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

3
2019

REFER TO RENDERINGS AND MATERIAL
BOARD FOR COLOR/MATERIAL SELECTIONS



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DAI - ALTITUDE FRONT LOAD 6-PLEX- 02 WALKOUT

SOUTH JORDAN, UT

6-PLEX-02 WALKOUT
EXTERIOR ELEVATIONS

D219

10 MAR 2025



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



REFER TO FINISHINGS AND MATERIAL
BOARD FOR COORDINATE MATERIAL SELECTIONS

DAI - ALTITUDE FRONT LOAD 6-PLEX- 02 WALKOUT

SOUTH JORDAN, UT

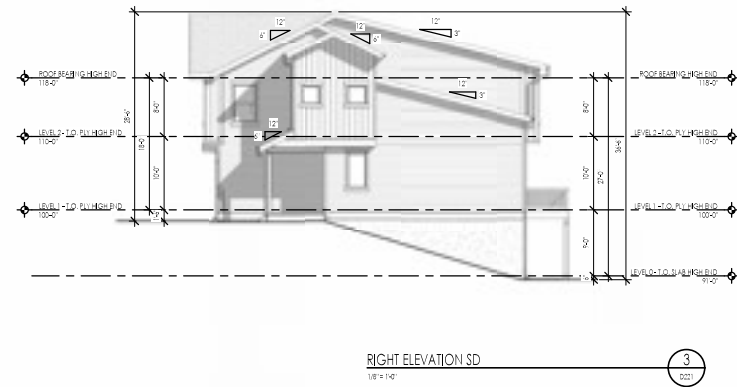
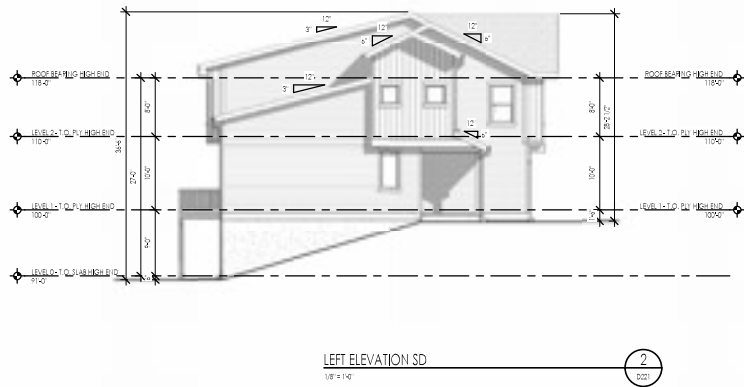
6-PLEX-02 WALKOUT
EXTERIOR ELEVATIONS

D220

10 MAR 2025



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REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS

DAI - ALTITUDE FRONT LOAD 8-PLEX- 02 WALKOUT

SOUTH JORDAN, UT

8-PLEX-02 WALKOUT
EXTERIOR ELEVATIONS

D221

10 MAR 2025



REFER TO FINISHINGS AND MATERIAL
BOARD FOR COORDINATE SELECTIONS



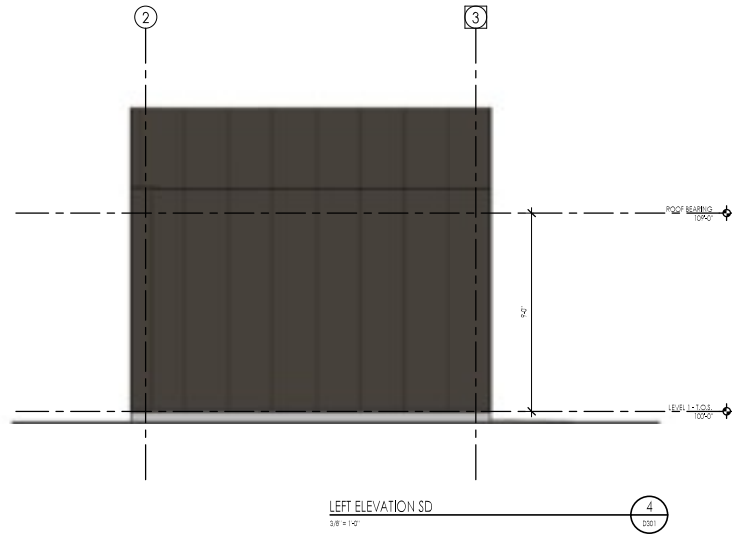
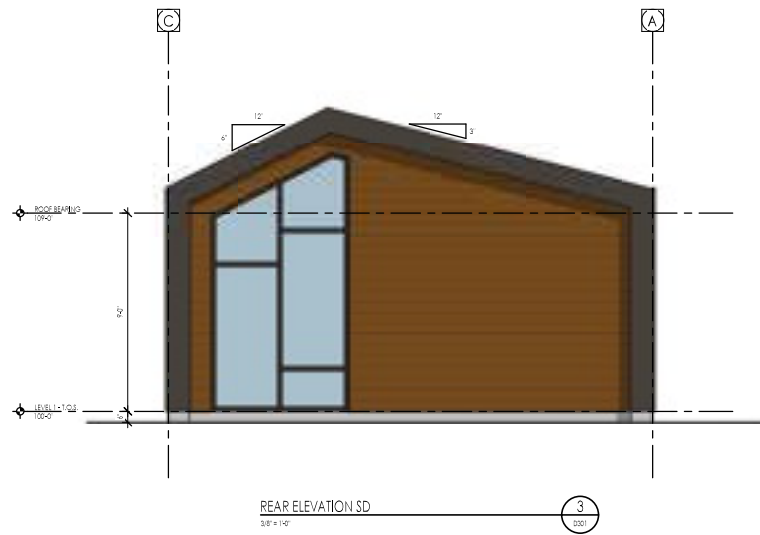
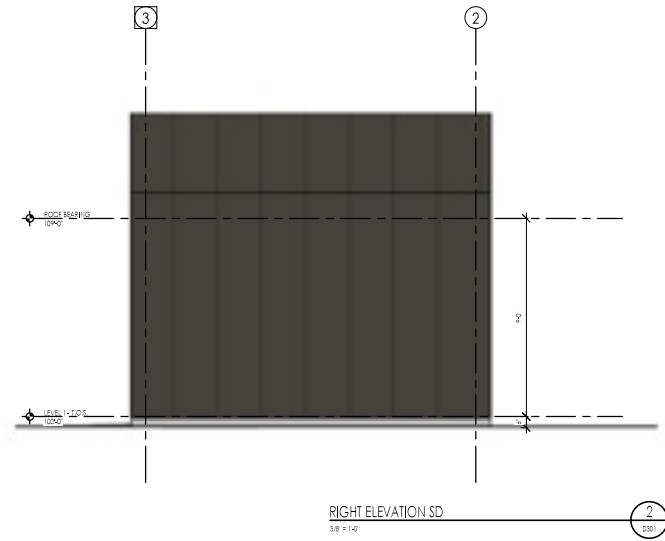
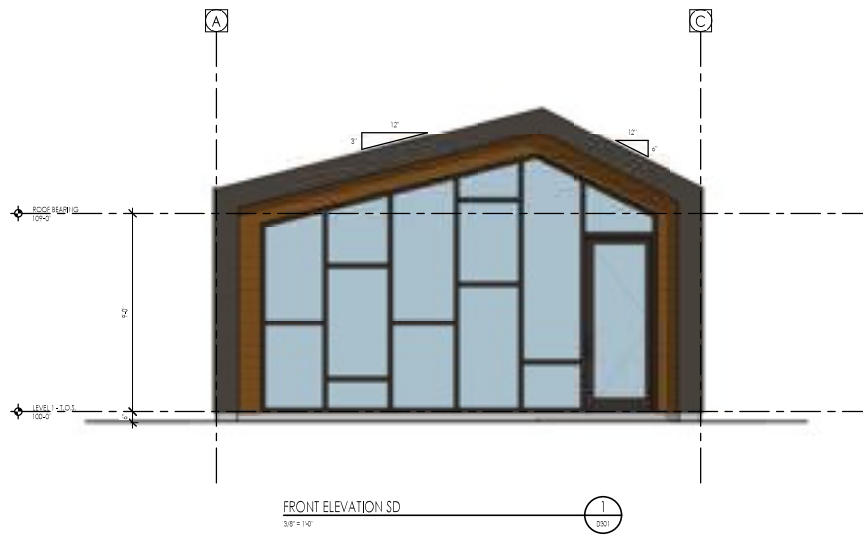
DAI - ALTITUDE FRONT LOAD 8-PLEX- 02 WALKOUT

SOUTH JORDAN, UT

8-PLEX-02 WALKOUT
EXTERIOR ELEVATIONS

D222

10 MAR 2025



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ALTITUDE

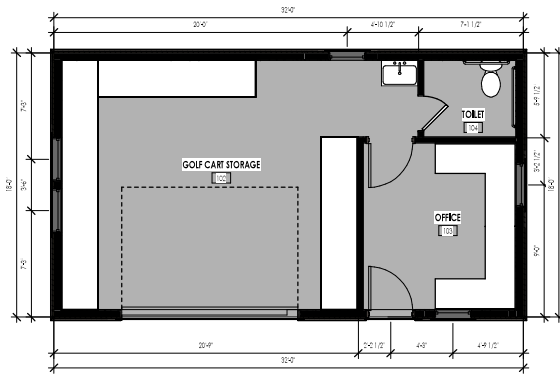
LEASING OFFICE

SOUTH JORDAN, UT

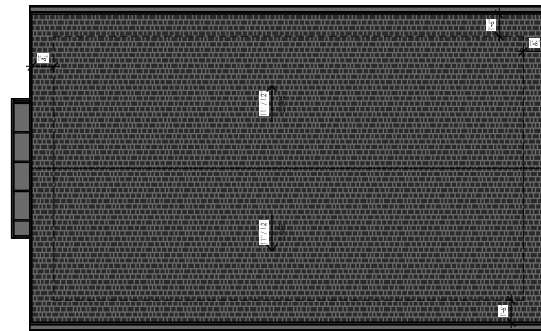
EXTERIOR ELEVATIONS

D301

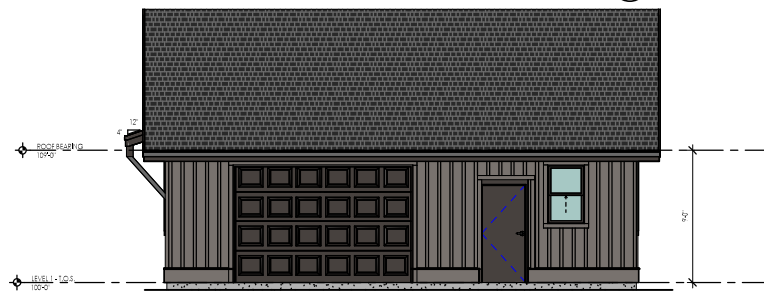
18 MAR 2025



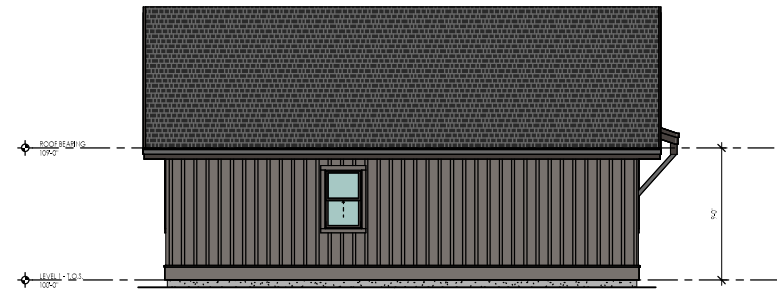
LEVEL 1 - PRESENTATION



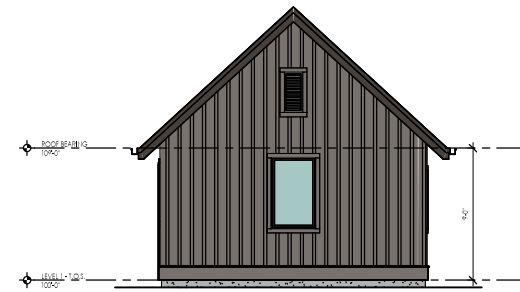
UPPER ROOF BEARING - PRESENTATION



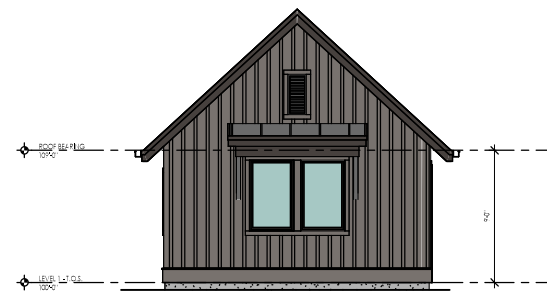
SOUTH ELEVATION SD



NORTH ELEVATION SD



EAST ELEVATION SD



WEST ELEVATION SD



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ALTITUDE

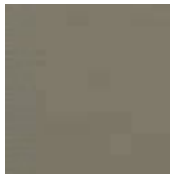
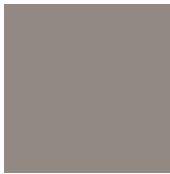
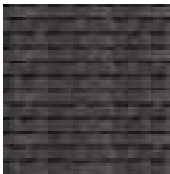
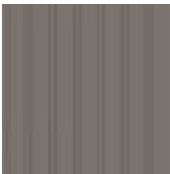
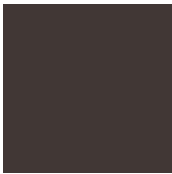
MAINTENANCE BLDG

FLOOR PLAN & ELEVATIONS

D302

19 MAR 2025

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

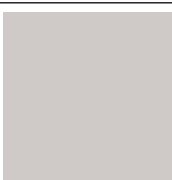
SHERWIN WILLIAMS
"DOVETAIL"
(SW 7018) OR
SIMILAR

"TERRASTONE" OR
SIMILAR

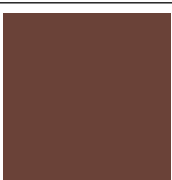
"BLACK" OR SIMILAR

COMMON COLORS

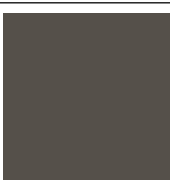
HIGHLIGHT SCHEME 1



HIGHLIGHT SCHEME 2



HIGHLIGHT SCHEME 3



HIGHLIGHT SCHEME 4



SWATCH:

DESCRIPTION:

FIBER CEMENT PANEL

FORMED METAL
PANEL OR JAMES
HARDIE WOODTONE
ALURRA OR EQUAL

FIBER CEMENT PANEL

FORMED METAL
PANEL OR JAMES
HARDIE WOODTONE
ALURRA OR EQUAL

FIBER CEMENT PANEL

FORMED METAL
PANEL OR JAMES
HARDIE WOODTONE
ALURRA OR EQUAL

FIBER CEMENT PANEL

FORMED METAL
PANEL OR JAMES
HARDIE WOODTONE
ALURRA OR EQUAL

MANUFACTURER:

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

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



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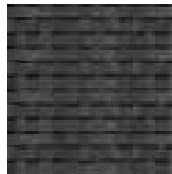
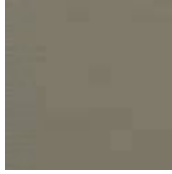
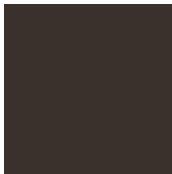
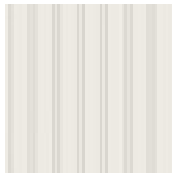
SOUTH JORDAN, UTAH

COLOR / MATERIAL
BOARD 3-STORY
PART A

D501

10 MAR 2025

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

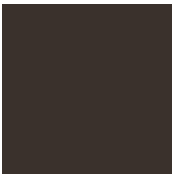
"TERRASTONE" OR SIMILAR

"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



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

COLOR / MATERIAL
BOARD 2-STORY
PART B

D502

10 MAR 2025



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH





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



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH



NOT A CONCEPTUAL DRAWING. ALL INFORMATION, INCLUDING BUT NOT LIMITED TO, IS SUBJECT TO CHANGE WITHOUT NOTICE.

DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH





NOTE: CONCEPT DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOFTYPE MAY BE CONSIDERED IN VARIOUS WAYS TO MEET THE CONCEPTS.



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH



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



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH



FRONT



LEFT

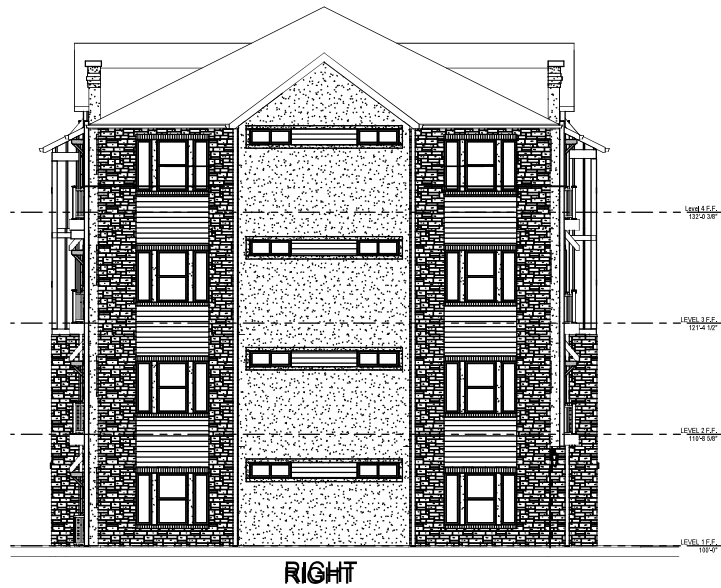
REFER TO RENDERINGS AND MATERIAL BOARD FOR COLOR/MATERIAL SELECTIONS



DAI - ALTITUDE

4 STORY CONDO

SOUTH JORDAN, UT



REFER TO FINISHINGS AND MATERIAL BOARD FOR COORDINATE MATERIAL SELECTIONS

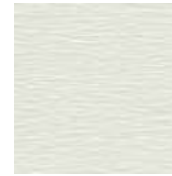
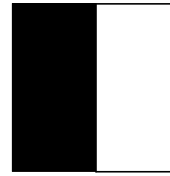
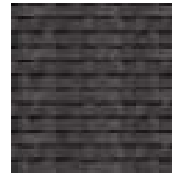
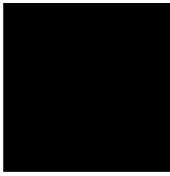


DAI - ALTITUDE

4 STORY CONDO

SOUTH JORDAN, UT

SWATCH:



DESCRIPTION:

TRIM/FASCIA/SOFFT

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

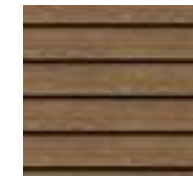
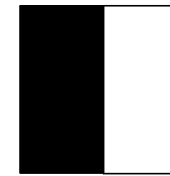
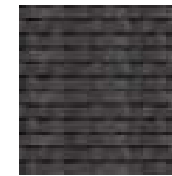
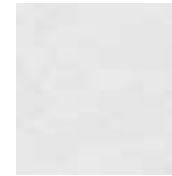
BLACK / WHITE

WHITE

BLACK

RUGGED PINE

SWATCH:



DESCRIPTION:

TRIM/FASCIA/SOFFT

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

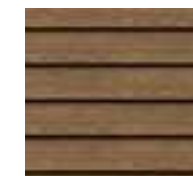
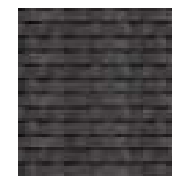
BLACK / WHITE

WHITE

BLACK

RUGGED PINE

SWATCH:



DESCRIPTION:

TRIM/FASCIA/SOFFT

LAP SIDING

BRICK

STUCCO

ROOFING -SHINGLES

WINDOWS/DOORS

GARAGE DOOR

RAILINGS

RUSTIC LAP SIDING

MANUFACTURER:

TBD

TBD

TBD

TBD

TBD

TBD

TBD

TBD

COLOR:

BLACK

STONE SLATE

CHARCOAL SMOOTH
- KING

SEASIDE

CHARCOAL

BLACK / WHITE

WHITE

BLACK

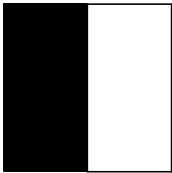
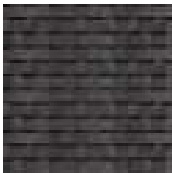
RUGGED PINE



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

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



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

EXHIBIT H
(Fencing Standards and Locations)

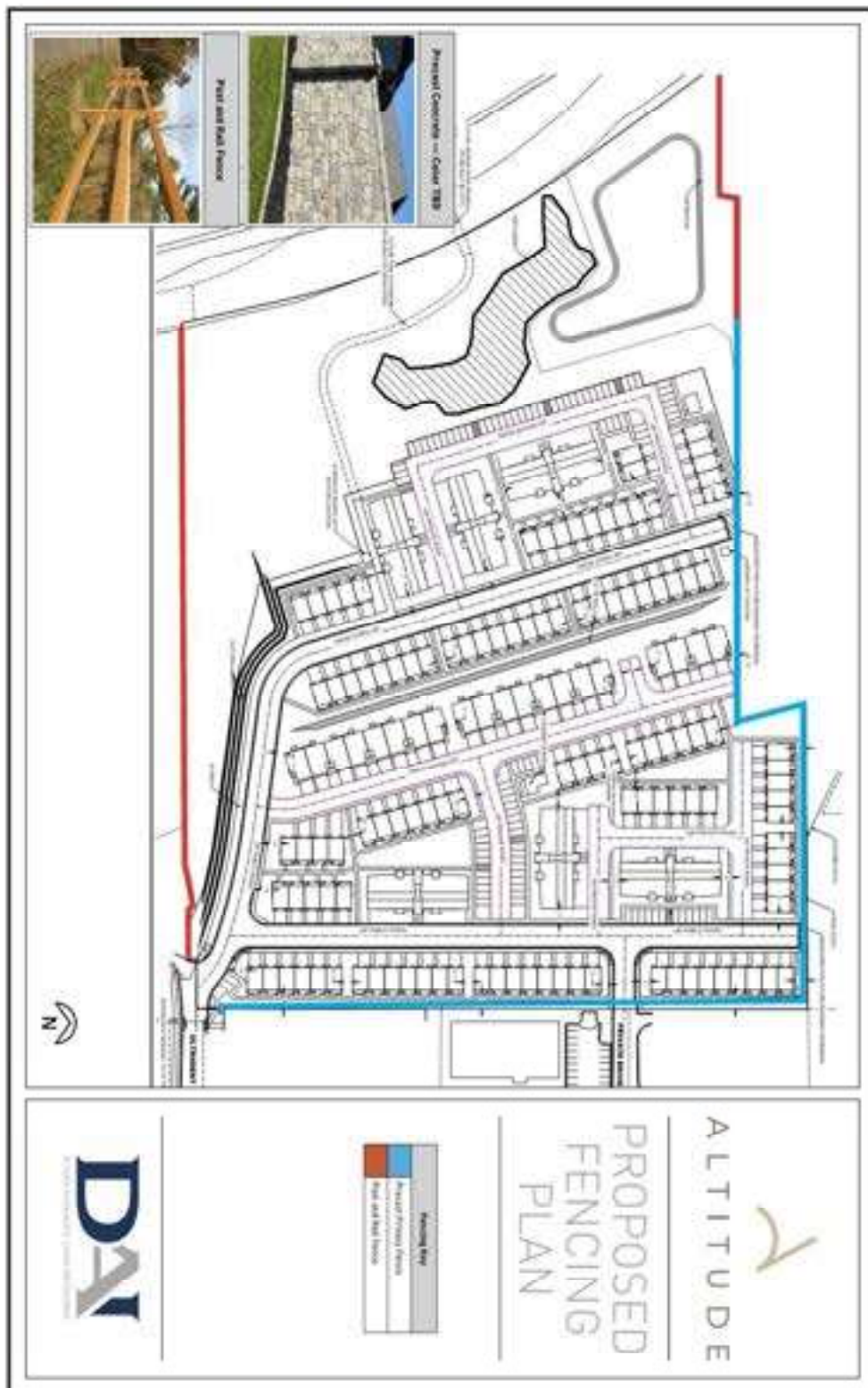


EXHIBIT I
(Secondary Access)



EXHIBIT J
(Floodplain)



