

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 11/12/2024

Issue: **ALTITUDE
LAND USE AMENDMENT AND REZONE**
Land use boundary adjustment for the NA (Natural Area) and change from AP (Agricultural Preservation) to MU-TOD (Mixed Use Transit Oriented Development), and a rezone from A-1 (Agricultural, minimum 1 acre lot) to R-M-PD (Residential-Multiple-Planned Development Floating Zone) Zone

Address: **515 W. Ultradent Dr.**
File No: **PLZBA202400018**
Applicant: **Andy Welch, DAI Inc.**

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

Staff Recommendation (Motion Ready): I move that the Planning Commission recommend that the City Council **approve** the following:

- Resolution R2024-21 authorizing the Mayor to sign the development agreement.
 - Resolution R2024-24 approving the land use amendment; and
 - Ordinance No. 2024-05-Z approving the zone change.
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ACREAGE:	Approximately 18 acres
CURRENT ZONE:	A-1 (Agricultural, min. 1 acre lot) Zone
CURRENT USE:	Vacant and unimproved land
FUTURE LAND USE PLAN:	NA (Natural Area) and AP (Agricultural Preservation)
NEIGHBORING ZONES/USES:	North – A-1 / Vacant and unimproved land South – A-1 / Vacant and unimproved land West – A-5 / Jordan River East – I-F / Commercial buildings

STANDARD OF APPROVAL

1. LAND USE AMENDMENT:

The general plan may be amended by resolution of the City Council as follows:

- A. The process to amend the general plan and future land use map may be initiated by members of the City Council, by the City Manager or Planning Director, or by the owner of a subject property or his or her agent. A general plan land use or text amendment which is not initiated by the City may not be reinitiated for an amendment which was considered within the

previous year without a majority vote of the City Council. A land use amendment should not impair the development potential of the subject parcel or neighboring properties.

- B. The Planning Commission shall hold a public hearing, as required by state law, after which the commission may modify the proposed general plan amendment. The Planning Commission shall then forward the proposed general plan amendment to the City Council.
- C. After receiving the recommendation of the Planning Commission, the City Council shall hold a public hearing, and may accept, accept with modifications, or reject the proposed general plan amendment.

(City Code § 17.12.030)

2. REZONE:

The rezoning of property may not be considered if the proposed zoning does not conform to the general plan. The following guidelines shall be considered in the rezoning of parcels:

- A. 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.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

(City Code § 17.22.020)

BACKGROUND:

The applicant is requesting a land use amendment and a zone change to construct a residential development on property generally located at 515 W. Ultradent Dr. The parcel is located on the hillside to the east of the Jordan River. The west end of the property is flat and is in the flood plain. The property then slopes up and flattens again at the east end. It is one of the largest privately owned parcels in the area at roughly 18 acres.

The project will consist of 187 townhome units. A big portion of homes will be rear loaded. All buildings will be between two and three stories high. The units will range from 1,200 sq. ft. - 1,500 sq. ft. and between two and four bedrooms. The exterior building materials will primarily include fiber-cement product for its durability and ease of maintenance. No masonry product will be used on the buildings as exterior finish.

The project will have two access points. The main access point will come from the southeast end connecting to Ultradent Dr. (public road). The secondary access will come from the northeast

end connecting to Jordan Gateway via either a public road or public access easement. This connection will have to cross two privately owned parcels and a Rocky Mountain Power owned parcel. The applicant is currently negotiating this access. The access will be required to be established prior to the City allowing the applicant to submit for a final subdivision plat approval.

Majority of the roads in the project will be public. The main public road will have a 43' right-of-way width and will include a 10' public trail. Other public roads will be 33' wide and will include a 5' sidewalk on one side only. All other roads will be private and will be 26' wide with no sidewalks. Two public roads will stub to the north boundary creating a future connection and circulation once the property, which is currently vacant and unimproved, develops.

Fencing will consist of a 6' precast masonry wall primarily to be installed along the east and the north boundary. A 4' post and rail fence will primarily be installed along the south boundary since the property immediately to the south is owned by the U.S. Federal Government and is unlikely to change ownership anytime soon. The property is undeveloped and serves as one large open space area. Grading will be extensive on the site to accommodate the proposed buildings and roads. Several prominent retaining walls will be installed to accomplish this task. The storm water will drain to the west and will be detained in a storm basin located at the west project end. The west end of the project will remain as natural open space due to it being in a flood plain.

The City has received a grant to construct a bridge crossing over the Jordan River. This bridge crossing is planned for and it shows in the City's Active Transportation Plan as project #14 and also in the Wasatch Front Regional Council Transportation Plan (2023-2050) as project #A-S-248. The bridge should be finished by 2030. The applicant has agreed to contribute money towards the bridge by matching the City contribution towards the project and providing a 10% contingency. This amount will total \$350,000.00. A bridge crossing and the public trail that is to be constructed with this development will provide a continuous trail connection, from the main Jordan River trail west of the river, all the way to the Front Runner Station.

Development Agreement:

The proposed land use change and rezone requires the applicant to enter into a development agreement approved by the City Council. Approval of the proposed PD Floating Zone and development agreement will allow the underlying zone to be modified to accommodate development that may incorporate design elements and a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by the underlying zone. The proposed development agreement will provide general requirements for the development and include terms addressing items such as site layout, architecture, amenities and circulation that are more or different from what is required by City Code. Staff and the applicant have agreed to and will propose to the City Council a development agreement that includes the following:

- The project will be built according to the concept plan and elevations attached to the agreement.

- Certain roads within the project will be public and maintained by the City. Other roads will be private and maintained by the HOA.
- The project's fencing will be installed according to the fencing plan attached to the development agreement.
- The applicant will provide and improve a secondary access to the project.
- The applicant will contribute \$350,000.00 towards the bridge and trail connection construction.
- The applicant will provide and construct a 10' wide public trail along the south end of the project.
- The applicant will retain ownership of 94 units that will be available for rent or lease. The remaining 93 units will be available for purchase and individual ownership.
- Certain changes to the agreement such as building and parking locations and trail connectivity will be considered as 'minor' changes and could be approved by City staff.

Attached to this report are many of the exhibits that will be attached to the development agreement, including the concept plan. The Planning Commission may suggest the City Council include additional or different provisions in the development agreement.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- As required by the PD Floating Zone process (*see* City Code § 17.130.050.020.A.1), the project was reviewed a couple of times at a City Council study session meeting, once on March 19, 2024 and again on June 4, 2024. Based on that discussion, the applicant chose to move forward with the proposal and negotiate development agreement terms with City staff.
- The Architectural Review Committee reviewed building elevations and architecture on September 25, 2024. It received unanimous recommendation of approval.
- The application meets the rezone standards of approval of the City Code.
- Approximately half of the project will be "for-lease" while the other half will be for purchase and individually owned.
- 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."

- The project will meet the following Strategic Priorities:
 - 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
- The proposal is consistent with the following goals and policies of 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.

Conclusion:

Based on the findings, the Application is consistent with the goals and policies of the General Plan and the City's Strategic Priorities.

Recommendation:

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

FISCAL IMPACT:

- A fiscal impact analysis table and graphics are attached to the report.

ALTERNATIVES:

- Recommend approval of an amended application.
- Recommend denial of the application.
- Schedule the application for a decision at some future date.


SUPPORT MATERIALS:

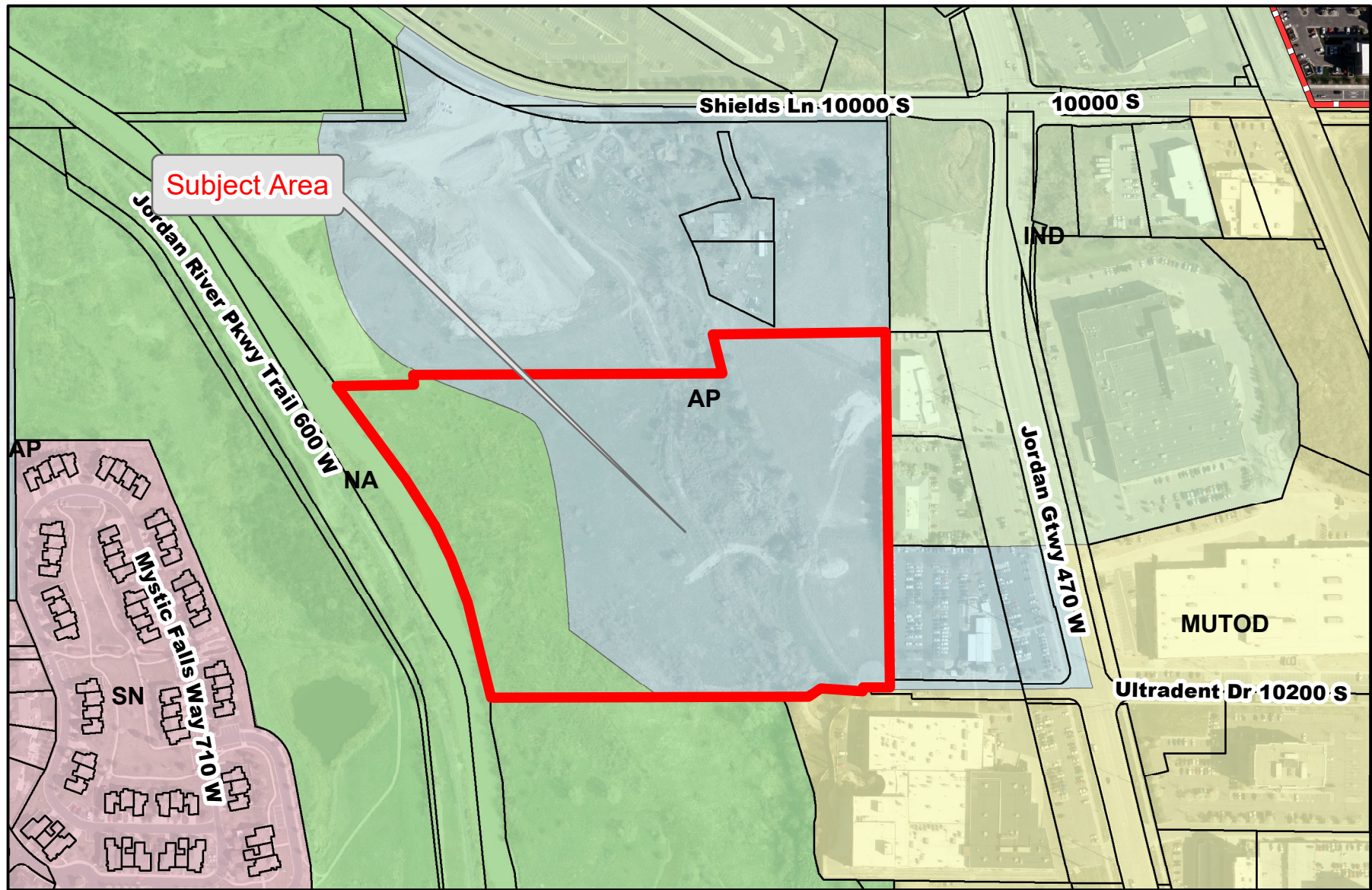
- Aerial Map
- Future Land Use Map
- Zoning Map
- Fiscal Impact Analysis
- Infrastructure Analysis
- Architectural Review Committee Meeting Minutes
- City Council Study Session Meeting Minutes
- Resolution R2024-21 and the Development Agreement
- Resolution R2024-24
 - Exhibit A- Future Land Use
- Ordinance 2024-05-Z
 - Exhibit A – Zoning Map



Damir Drozdek, AICP
Planner III, Planning Department




<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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<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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<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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Project Analysis

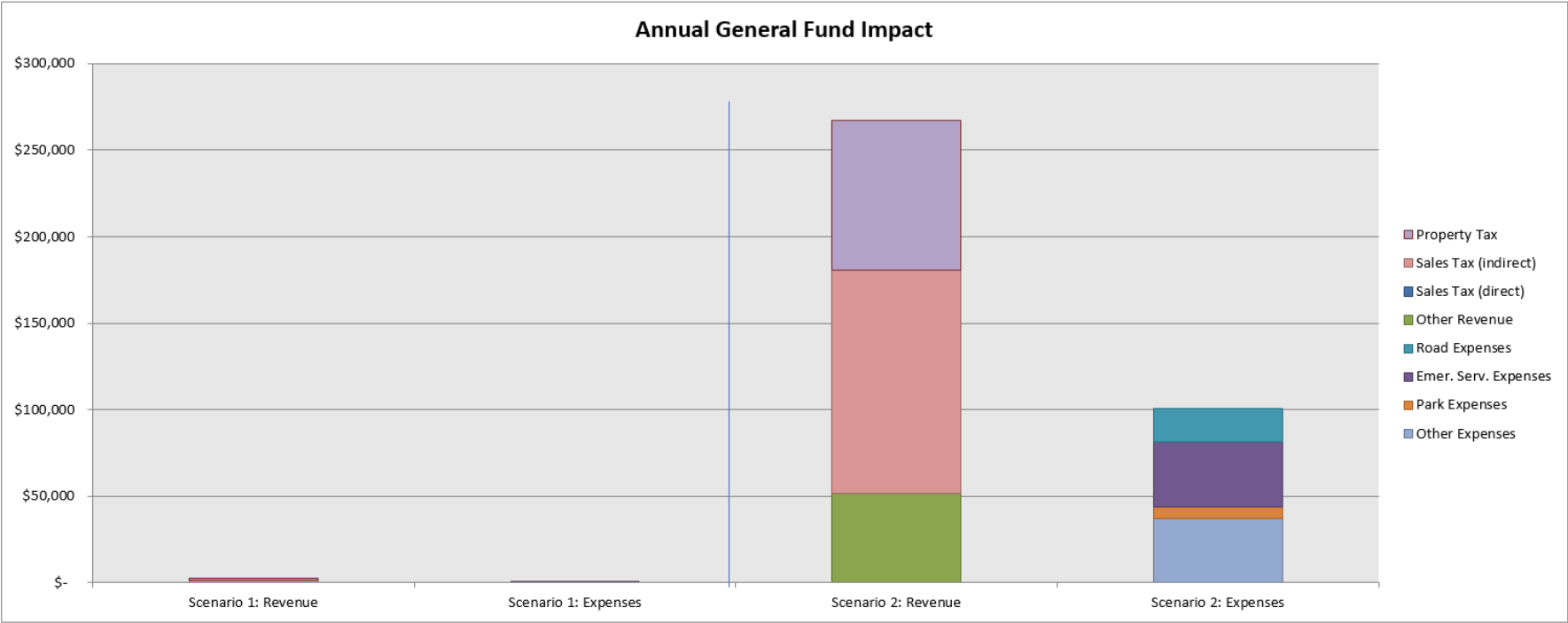
Project: Altitude Subdivision

November 4, 2024

Scenario Descriptions		Financial Summary by Scenario		
Scenario 1:	No Change - A-1	Direct Impact (General Fund)		
No Change - Agriculture A-1 (18.46 acres)		No Change - A-1		R-M (P-D)
		Revenue	\$	\$
		Property Tax	\$ 1,245	\$ 86,621
		Sales Tax (direct)	\$ -	\$ -
		Other	\$ 357	\$ 51,763
Scenario 2:	R-M (P-D)	Expenses	\$	\$
R-M (P-D) (18.46 acres)		Roads	\$ -	\$ 19,046
		Emergency Serv.	\$ 230	\$ 37,820
		Parks	\$ 41	\$ 6,409
		Other	\$ -	\$ -
		Total	\$	\$
		Per Acre	\$ 72.05	\$ 2,356.82
		Per Unit	\$ 1,330.06	\$ 202.23
		Per Person	\$ 376.92	\$ 68.73
Indirect Impact				
		Potential Retail Sales	\$	\$
		Sales Tax (indirect)	\$ 827	\$ 128,908

*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.



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)*

Report Approved:


Development Engineer

10/31/24
Date


Brad Klavano, PE, PLS
Director of Engineering Services/City Engineer

10/31/24
Date

**CITY OF SOUTH JORDAN
ARCHITECTURAL REVIEW COMMITTEE MEETING MINUTES
SOUTH JORDAN CITY HALL – MAPLE CONFERENCE ROOM
WEDNESDAY, SEPTEMBER 25, 2024**



Attendance City Staff: *Damir Drozdek, Miguel Aguilera, Russ Naylor, Cory Day, Katelynn White*

Attendance Applicant(s): *Tanner Johnson, Krisel Travis, Gordon Wood*

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

ALTITUDE- TOWNHOME COMMUNITY

Location: 515 W Ultradent Dr.
Applicant: Andy Welch, DAI
Planner: Damir Drozdek

Project Background:

- i. The applicant provided an overview of the proposed project, highlighting a previous issue raised by the council regarding the unit's ownership.
- ii. The applicant's new proposal includes a split of up to 100 unit for rent, with the remainder available to purchase. The project consists of 187 units, with approximately 10.5 units per acre.

Specifications and materials:

- i. The units range from 2- 4 bedrooms and will range from approximately 1,200-1,500 square feet. Discussions included considerations for ground water in the area. Applicants plan to fill these zones before building.
- ii. The building materials primarily include fiber cement for the exterior of the buildings. Applicants noted this material is durable and easily maintained.
- iii. The design features a variety of styles based on unit. The units range from a modern farmhouse style to a Scandinavian architectural style.
- iv. No Masonry materials will be used in the construction of the units.

The committee expressed satisfaction with the materials for the Altitude-Townhome community. Committee recommended approval of the proposed architectural design for this project.

ADJOURNMENT

well. He then continued reviewing Attachment A, noting that the chapel is the only building left on the land currently and is for sale to the public to maintain it.

F. Discussion Items

F.1. Altitude Housing Development, 515 W Ultradent Dr. (DAI Applicant). (By Director of Planning, Steven Schaefermeyer)

Director Schaefermeyer reviewed background information from the Council Report and introduced those in attendance with the developer.

Chase Andrizzi (DAI, Applicant) introduced himself and reviewed his prepared presentation on the Altitude Housing Development (Attachment B).

Director Schaefermeyer added that all the open land south of this project is owned by the US Government or other conservation groups, and gaining access to that land has been impossible in the past, despite the additional connectivity that access would offer.

Mr. Andrizzi continued reviewing his prepared presentation (Attachment B). The current plan for these units is for them to be “for rent” with the parking planned accordingly.

Council Member Harris joined the meeting.

Mr. Andrizzi continued reviewing Attachment B.

Council Member Zander asked about specific benefits to the city having these units as rentals, versus owner occupied.

Mr. Andrizzi responded there is a need for housing, and there are a variety of ways to solve that issue. Providing housing, whether for rent or for sale, helps that, but there are people choosing to rent for their own reason, and who are looking to rent something more than an apartment but less than a home.

Council Member Zander expressed that she has no issue with renters. However, her thought is that if someone is going to pay that money for rent, that money put towards a mortgage gives them ownership towards the future, putting them on a pathway to personal wealth, ownership and gain rather than a landlord getting all that gain. She is not in favor of this being a rental and would much rather see it being owner occupied.

Mr. Andrizzi responded that can always be discussed, but he is not the only person making that decision today. He has noted her response, and they knew coming in that was going to be a discussion point tonight.

Mayor Ramsey noted that hours of meetings with legislators in the past year have focused on the lack of for sale products. Cities have taken immense heat for approving projects like The Rise

that are all rentals, including punitive legislative changes in zoning. Everyone is aware that the legislature and Governor have been very forthcoming with their expectations that for sale product is what they are expecting. There have been so many rentals built that people can't buy something like this that they used to be able to purchase as a first home in the past. That opinion is not likely to change any time soon, and it is even being said that all the rentals aren't moving the needle on housing because people aren't buying it. She doesn't disagree with them as she has sat through all those meetings and heard all the discussions.

Mr. Andrizzi noted that they are aware of Senator Fillmore's bill regarding affordable housing, and that they are willing to look through that with the city to see what that might have to offer for this project.

Council Member Shelton noted that Mr. Andrizzi stated they could not build a for sale product in this area, and he asked what the hurdles are he is seeing to making that product available.

Mr. Andrizzi noted that it's not something they are currently doing, and he knows there are plenty of others who would love to build a for sale project here. The financing is completely different on a for rent project, and they have the ability to put more into it in the way of amenities. There is an HOA managing everything, which they believe can be done to a much higher degree when it's managed by one entity.

Council Member Harris noted that there are rentals all around this area, and some of them were given to DAI. In those circumstances they looked at the situation and agreed to those because of their location and necessity in the area. He just doesn't feel that this specific project carries a benefit to the city or area being rentals.

Council Member Zander shared some things she appreciated about this project, specifically the use of the slope and open space. She enjoyed the accessibility potential for the public going through this area on the trails as well. In addition, she asked that the greenspace is enough to accommodate all the units, especially since the wetlands adjoining the area are unusable to the residents.

F.2. ADU discussion. (*By Director of Planning, Steven Schaefermeyer*)

Director Schaefermeyer provided background from previous discussions, and shared the draft document with proposed changes to city code (Attachment C) as well as the current state municipal code requirements for ADUs (Attachment D). The Council and staff discussed the proposed changes for external ADUs and what they would mean for residents, with Director Schaefermeyer emphasizing the following points:

- Only one ADU is allowed, property owners must choose either an internal or external ADU, they still cannot have both.
- ADUs in Daybreak are still regulated by the zone and the development agreement. Any changes to city code would not change regulations in Daybreak.

Council members shared the following concerns regarding internal ADUs:

- Resolution R2024-36, Appointing members to the Bingham Creek Park Authority Board.

Public Hearing Items

- Resolution R2024-35, Amending the FY2023-24 Budget for South Jordan City. The appropriation authority shall apply to the fiscal year ending June 30, 2024.
- Ordinance 2024-12, Amending portions of sections 7.03.060 (Insurance) and 7.05.030 (Charges for Special Community Services) of the South Jordan City Municipal City Code relating to insurance requirements for commercial haulers and waste programs offered to residents.

E. Discussion Items

E.1. Altitude Townhomes. *(By DAI, Nathan Shipp)*

Nathan Shipp (DAI) – reviewed his prepared presentation (Attachment A) and gave a brief review of the last discussion. He explained that his underwriting is asking for at least 100 units of for-rent units to make funding possible, and he explained his suggestion of a combined project, with some for-rent and some for-sale units. Ideally he needs 100 units of for-rent with the rest for-sale, however he has been trying to get closer to a 50/50 mix. He also discussed a proposal of deed restricting the owner-occupied units, not allowing the units to be rented out in the future. He feels this compromise would give the city the for-sale component they are looking for, and still allow them to work funding out with the rental component as well; all while avoiding the mess of the owner-occupied units being purchased and rented out individually, allowing them to control the makeup of the community. He also discussed the HOA's role in both sides of the proposed community and how they would use the HOA to inspect and maintain compliance with garage parking and other requirements for residents.

Council Member Shelton was pleased the developer and HOA would be enforcing the additional rules being put on these units, rather than the city.

Council Member Harris asked about the possibility in the future of the rental units being offered for sale.

Mr. Shipp responded that would not be an option, they would need to stay rentals for the long-term because of it being set up as a co-managed community.

Mayor Ramsey asked if DAI planned to keep ownership of the community, or if they planned to sell it in the future.

Mr. Shipp responded that their intent is to hold long-term, he is putting personal funds into this to create a long-term asset.

Council Member Zander asked for the estimated sales price of the owner-occupied units.

Mr. Shipp responded currently they are planning from \$525,000 to \$575,000 for three and four bedroom units.

Council Member Harris is okay with the 50/50 number, especially after the city's generous approval to allow them another completely rental community in the nearby area. He is hopeful that while they are working with staff, they will come up with some remarkable amenities and other offers to really make the 50/50 compromise worth it for everyone.

Council Member McGuire is still struggling with the 50/50 number, but he has the same thoughts as Council Member Harris.

Council Member Zander appreciated Council Member Harris's words, noting that the council did hand over an entire project to DAI, rentals only, and let them run with it. She would of course love more owner occupied, and would love to see him come back with a few more owner occupied units, but she agrees with the previous council member comments.

Both parties agreed that adding additional units to get to the desired number of rental units was not the answer.

Council Member Shelton is okay with the 50/50 number, along with the deed restriction requirement.

Council Member Johnson was agreeable to the 50/50 number as well, and asked for that to be noted specifically in the development agreement so it wouldn't be able to change.

E.2. Residential Chickens Floating Zone. *(By Director of Planning, Steven Schaefermeyer)*

Director Schaefermeyer reviewed the current Municipal Code regarding the Residential Chickens Floating Zone (Attachment B) and noted this is a discussion of potential alterations to the zone requirement in the current code. There have been some issues with chickens recently and he wanted to discuss whether the council would like to leave the requirements as is, or possibly adjust what zones chickens are available in, based on lot size.

Council Member McGuire noted the reason for requesting this discussion was to decide whether or not it should matter what zone you're in if your property meets the lot size and setback requirements.

Council Member Harris is fine with the proposed changes.

Council Member Zander asked about enforcement.

Director Schaefermeyer responded that the city would get a complaint, usually about a rooster, and Code Enforcement would visit the property to determine their violation if they have no permit. If their lot meets the requirements, they would instruct the homeowners to apply for a

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, 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 187 townhomes in accordance with the Concept Plan.

- 5.2. **Density.** The gross density of the Project will not exceed 10.5 units/acre. The final gross density shall be calculated by dividing the total number of residential units (187 units) by the sum of the acreage of the Property (18.46 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 City 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.
- 5.8. **Parking.** Developer shall provide garage, driveway, and guest parking stalls for the Project as set forth in the Concept Plan.
- 5.9. **Subdivision Streets.** In support of the City’s pro-public street policies (as codified in City Code § 16.04.180) all of the roads within the Project will be public excepting only 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 187 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 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 (“LOMR”) based on fill or other similar letter authorizing amendments to the applicable floodplain maps which would allow for development of the Property as proposed herein.

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, 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 R2024-21 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 _____, 2024, 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, LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2024, 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, 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)



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

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 R2024-21 Approving Altitude MDA)

RESOLUTION R2024 - 21

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 _____, 2024 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)

EXHIBIT F
(Public Amenities)



3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

EXHIBIT F
PUBLIC AMENITY PLAN

EXHIBIT**F**

\\01-jedi-projects\2020\2020-2048 HARRISON FAMILY BT SURVEY - 5\CAD\CONCEPT\CONCEPT 054 PUBLIC AMENITY.DWG 11/5/2024 8:41 AM

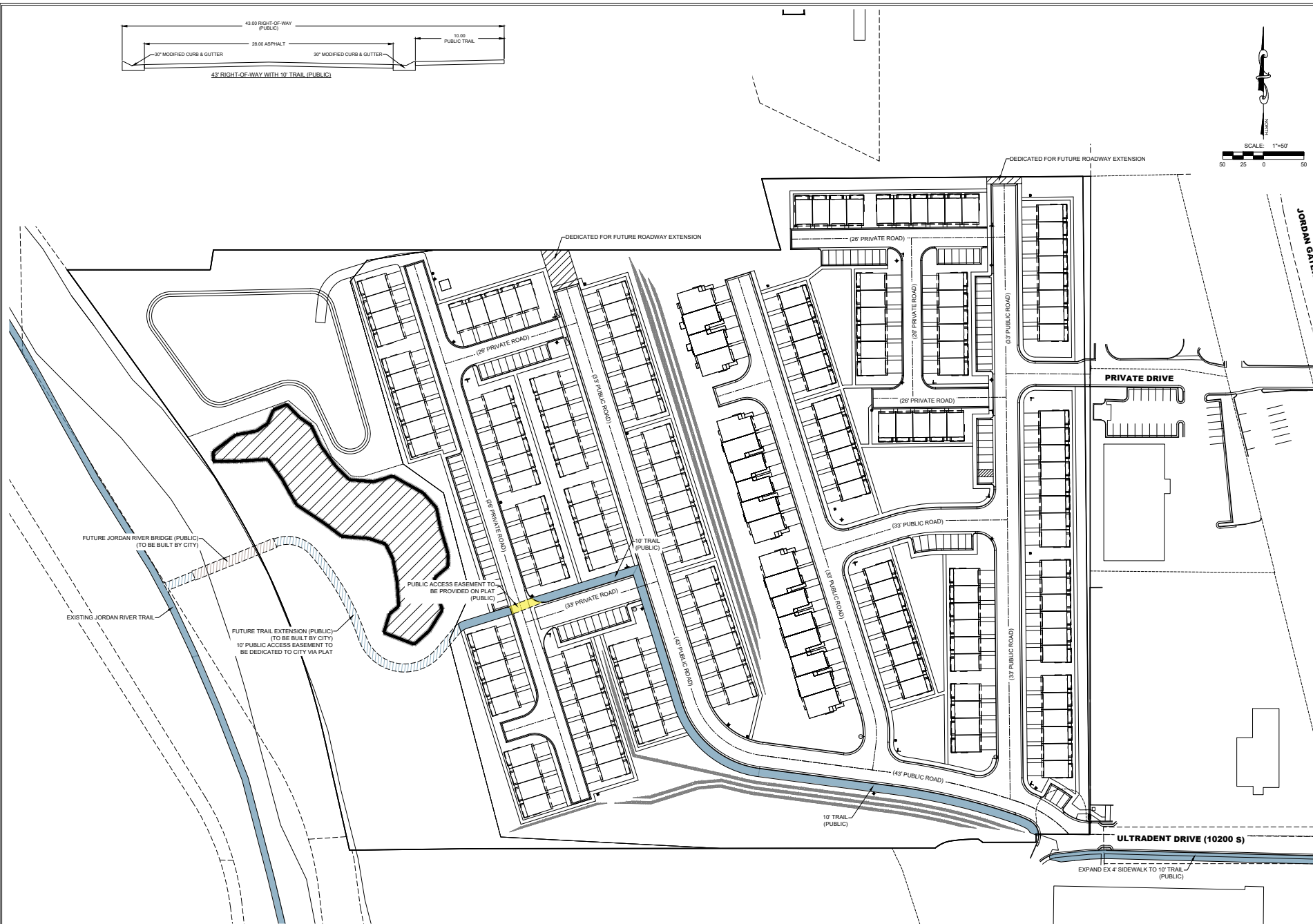


EXHIBIT G

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



DAI - ALTITUDE DESIGN GUIDELINE

SOUTH JORDAN, UTAH

20 AUG, 2024



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

DAI - ALTITUDE DESIGN GUIDELINE

SOUTH JORDAN, UTAH

REAR LOAD CONCEPT - 01

D101

20 AUG, 2024



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

DAI - ALTITUDE DESIGN GUIDELINE

SOUTH JORDAN, UTAH

REAR LOAD CONCEPT - 02

D102

20 AUG, 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 GUIDELINE

SOUTH JORDAN, UTAH

REAR LOAD CONCEPT - 03

D103

20 AUG, 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 GUIDELINE

SOUTH JORDAN, UTAH

REAR LOAD CONCEPT - 04

D104

20 AUG, 2024



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

DAI - ALTITUDE DESIGN GUIDELINE

SOUTH JORDAN, UTAH

FRONT LOAN CONCEPT - 01

D106

20 AUG, 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 GUIDELINE

SOUTH JORDAN, UTAH

FRONT LOAN CONCEPT - 02

D107

20 AUG, 2024



DAI - ALTITUDE DESIGN GUIDELINE

SOUTH JORDAN, UTAH

LEASING OFFICE

D108

20 AUG, 2024



DAI - ALTITUDE DESIGN GUIDELINE

SOUTH JORDAN, UTAH

LEASING OFFICE

D109

20 AUG, 2024



DAI - ALTITUDE DESIGN GUIDELINE

SOUTH JORDAN, UTAH

LEASING OFFICE

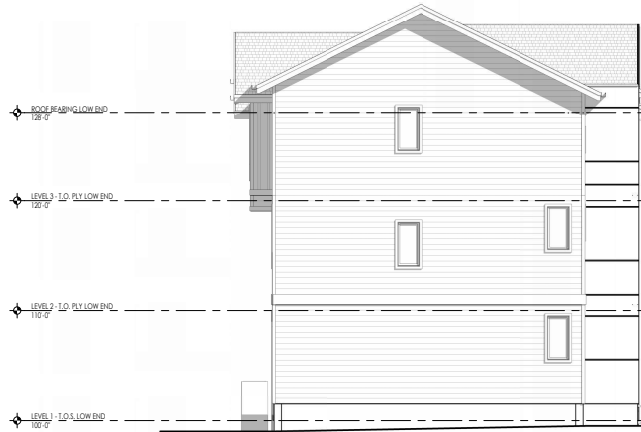
D110

20 AUG, 2024



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

1
0201



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

2
0201



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

3
0201

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



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



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



FRONT ELEVATION SD

3/16" = 1'-0"



LEFT ELEVATION SD

3/16" = 1'-0"



RIGHT ELEVATION SD

3/16" = 1'-0"



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



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

1
0204

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



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

1
0205



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

2
0205



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

3
0205

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



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

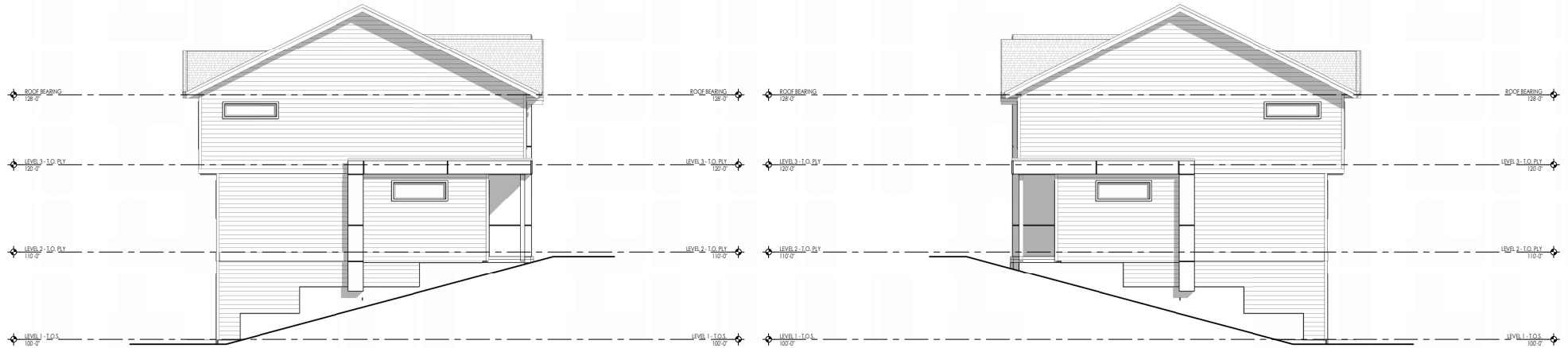
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0000

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



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

1
D207



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

2
D207

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

3
D207

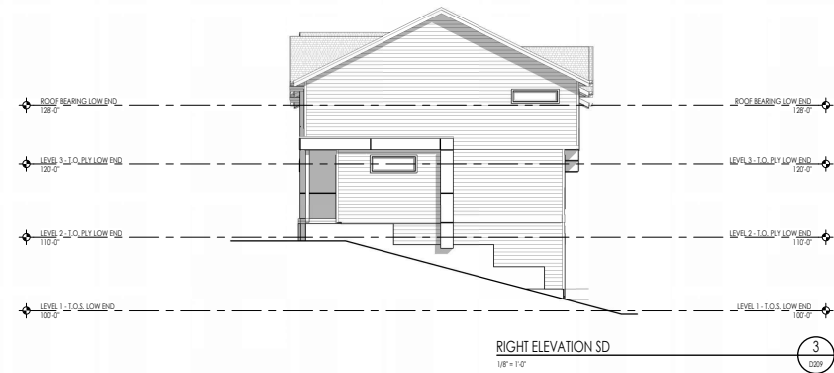
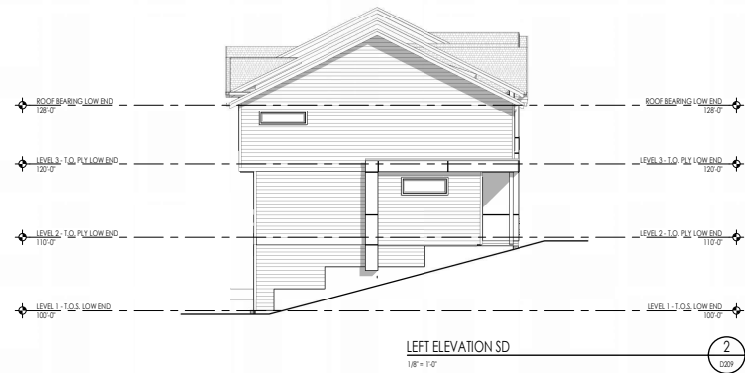
NOTE: CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS.



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



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



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



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



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

1
D211



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

2
D211



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

3
D211

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



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

4
0015

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



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

1
2013



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

2
2013

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



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

1
2014



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

2
2014

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



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

1
2015



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

2
2015

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



REAR ELEVATION
1/8" = 1'-0"

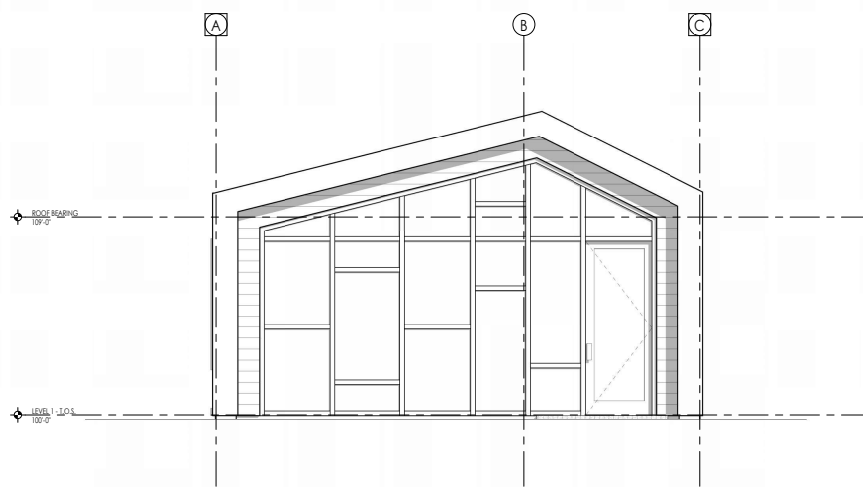
1
D216



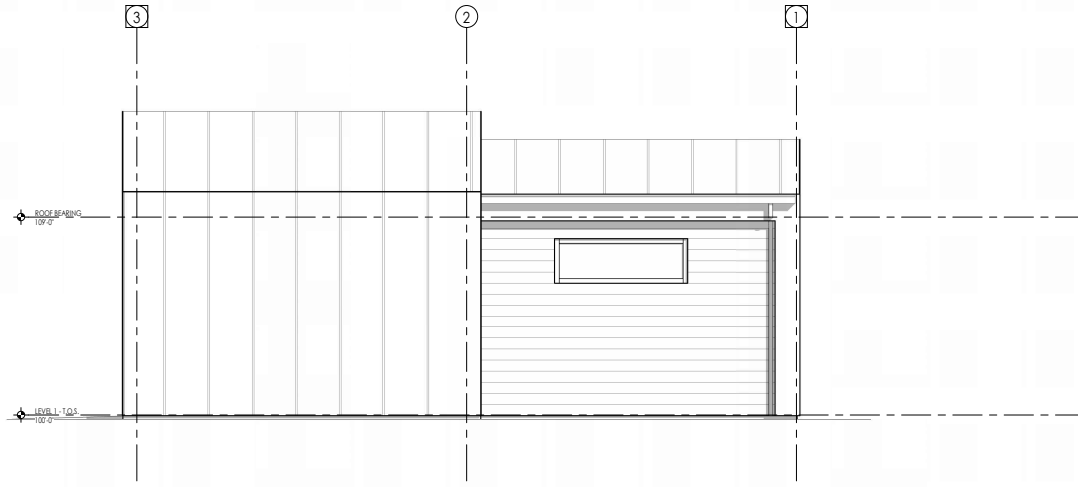
RIGHT ELEVATION
1/8" = 1'-0"

2
D216

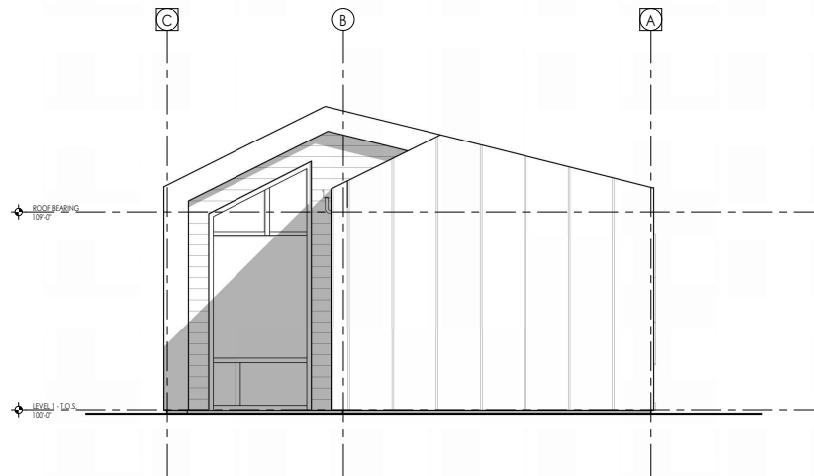
NOTE: CONCEPTUAL DRAWINGS. INDIVIDUAL UNITS, ELEVATIONS, BUILDING STEPS AND ROOF TYPES MAY BE CONFIGURED IN VARIOUS WAYS TO MEET SITE CONDITIONS.



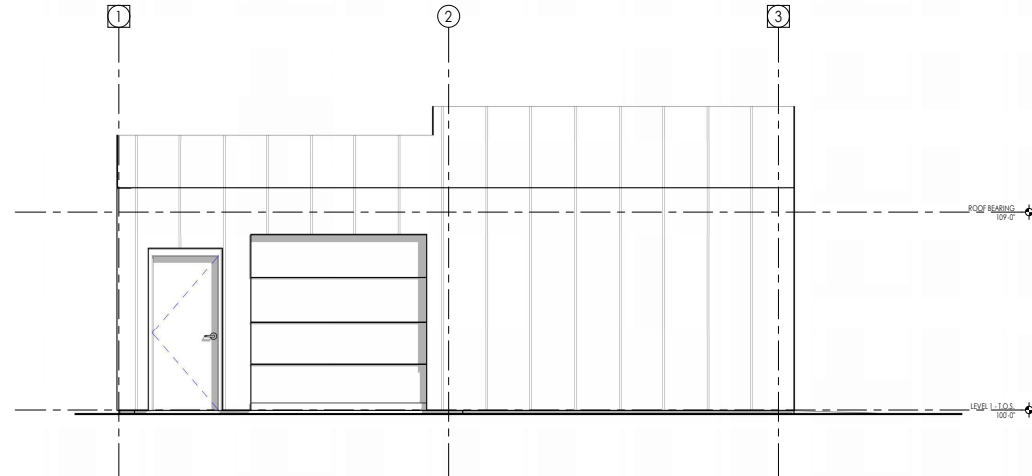
FRONT ELEVATION SD
3/8" = 1'-0"



RIGHT ELEVATION SD
3/8" = 1'-0"



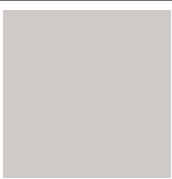







REAR ELEVATION SD
3/8" = 1'-0"



LEFT ELEVATION SD
3/8" = 1'-0"

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

SWATCH:									
DESCRIPTION:	TRIM/FASCIA/SOFFIT	LAP SIDING	LAP SIDING	BOARD AND BATT	ROOFING -SHINGLES	WINDOWS/DOORS	FRONT DOOR	GARAGE DR COLORS	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:

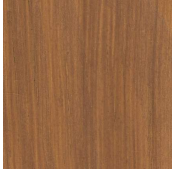
FRONT DOOR

MANUFACTURER:

TBD

COLOR:

SHERWIN WILLIAMS
"DOVETAIL"
(SW 7018) OR SIMILAR



TIMBERS

TBD

SHERWIN WILLIAMS
"FIG"
(DB 2317) OR SIMILAR



LAP SIDING

JAMES HARDIE OR
SIMILAR

"ALABASTER"
(SW 7008) OR SIMILAR



BOARD AND BATT

JAMES HARDIE OR
SIMILAR

"ALABASTER"
(SW 7008) OR SIMILAR



WINDOWS FRAMES

ANDERSON WINDOWS
OR SIMILAR

"DARK BRONZE"
OR SIMILAR



GARAGE DOOR

C.H.I. OR SIMILAR

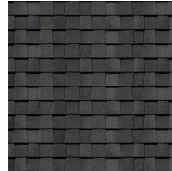
"BRONZE"
OR SIMILAR



ROOFING-STANDING
SEAM

MBCI OR SIMILAR

"MEDIUM BRONZE"
OR SIMILAR



ROOFING -SHINGLES

CERTIANTEED OR
SIMILAR

"MOIRE BLACK"
OR SIMILAR

COLOR SCHEME -FRONT LOAD

SWATCH:



DESCRIPTION:

ROOFING-STANDING
SEAM

MANUFACTURER:

MBCI

COLOR:

"MEDIUM BRONZE"
OR SIMILAR



FORMED METAL PANEL
OR JAMES HARDIE
WOODTONE

ALURRA OR SIMILAR

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



WINDOWS/DOORS

ANDERSON WINDOWS
OR SIMILAR

"DARK BRONZE/
WHITE VINYL"
OR SIMILAR

COLOR SCHEME -LEASING OFFICE



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DAI - ALTITUDE DESIGN GUIDELINE

SOUTH JORDAN, UTAH

COLOR / MATERIAL
BOARD 2-STORY
PART B

D502

20 AUG, 2024

EXHIBIT H
(Fencing Standards and Locations)

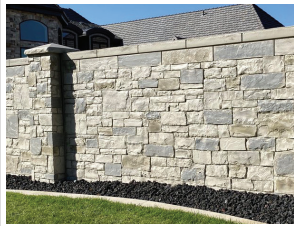


Retaining Wall Options



Verti-Block **Rock Wall**

Precast Concrete — Color TBD



Post and Rail Fence



ALTITUDE

PROPOSED FENCING PLAN

Fencing Key



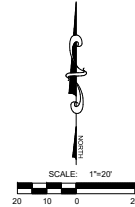
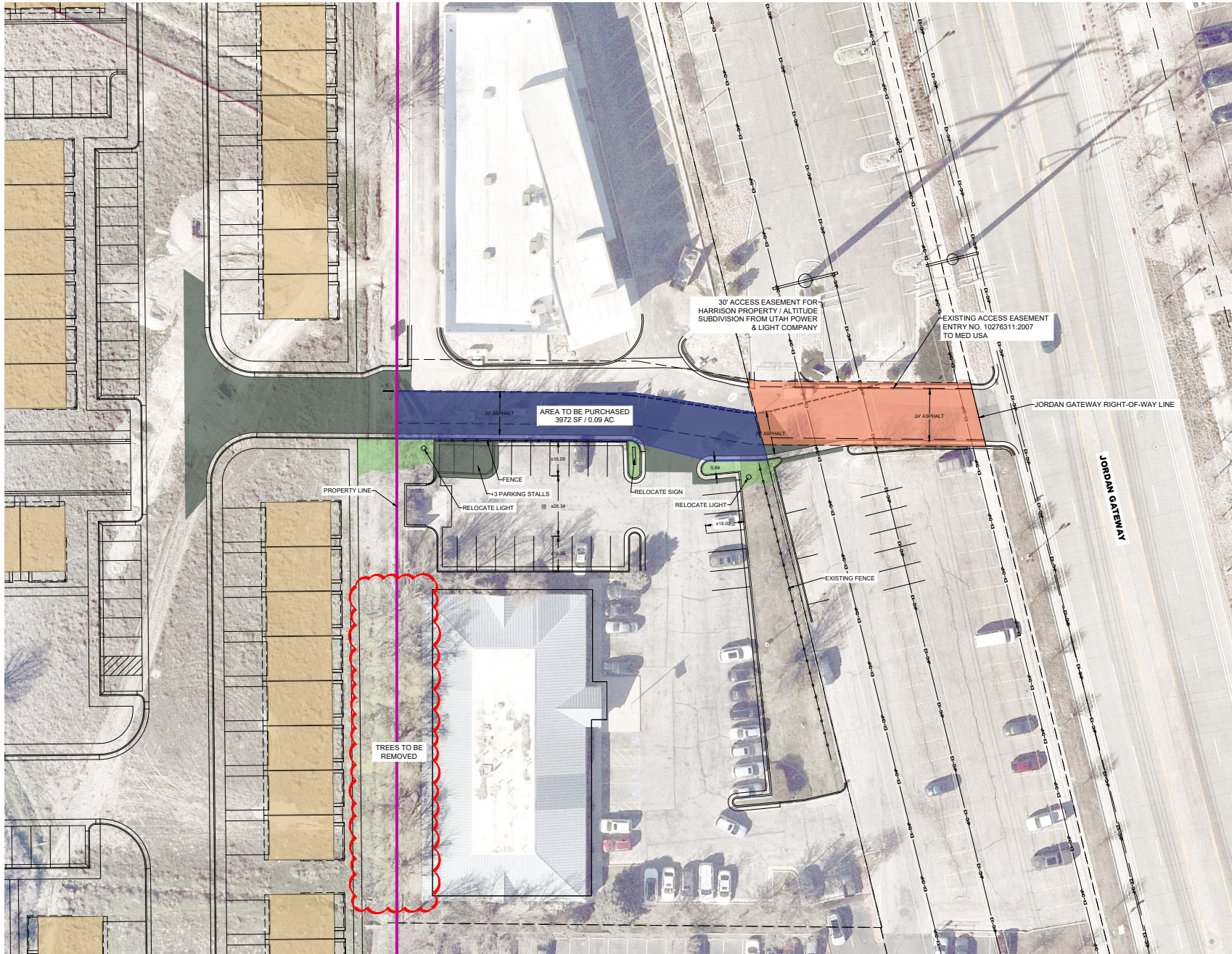
	6' Precast Concrete Privacy Fence
	4' Post and Rail Fence

EXHIBIT I
(Secondary Access)



ALTITUDE SUBDIVISION
SOUTH JORDAN, UTAH
SECONDARY ACCESS AREA IMPACTED

REVISIONS

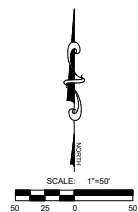
1	
2	
3	
4	
5	
6	

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

SHEET

2

EXHIBIT J
(Floodplain)



RESOLUTION R2024 – 24

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 _____, 2024 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 on 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, being located N89°27'04"W along the Section Line 1783.72 feet and SOUTH 21.52 feet from the South Quarter Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Meridian; thence S89°56'13"W 296.89 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 274.18 feet; thence S81°19'27"W 85.76 feet; thence S38°29'07"W 33.08 feet; thence S16°09'00"E 234.64 feet; thence S54°25'05"E 61.35 feet; thence S14°39'53"E 128.81 feet; thence S24°09'51"W 62.73 feet; thence S14°41'18"E 250.98 feet; thence S87°01'55"E 271.34 feet to the point of beginning.

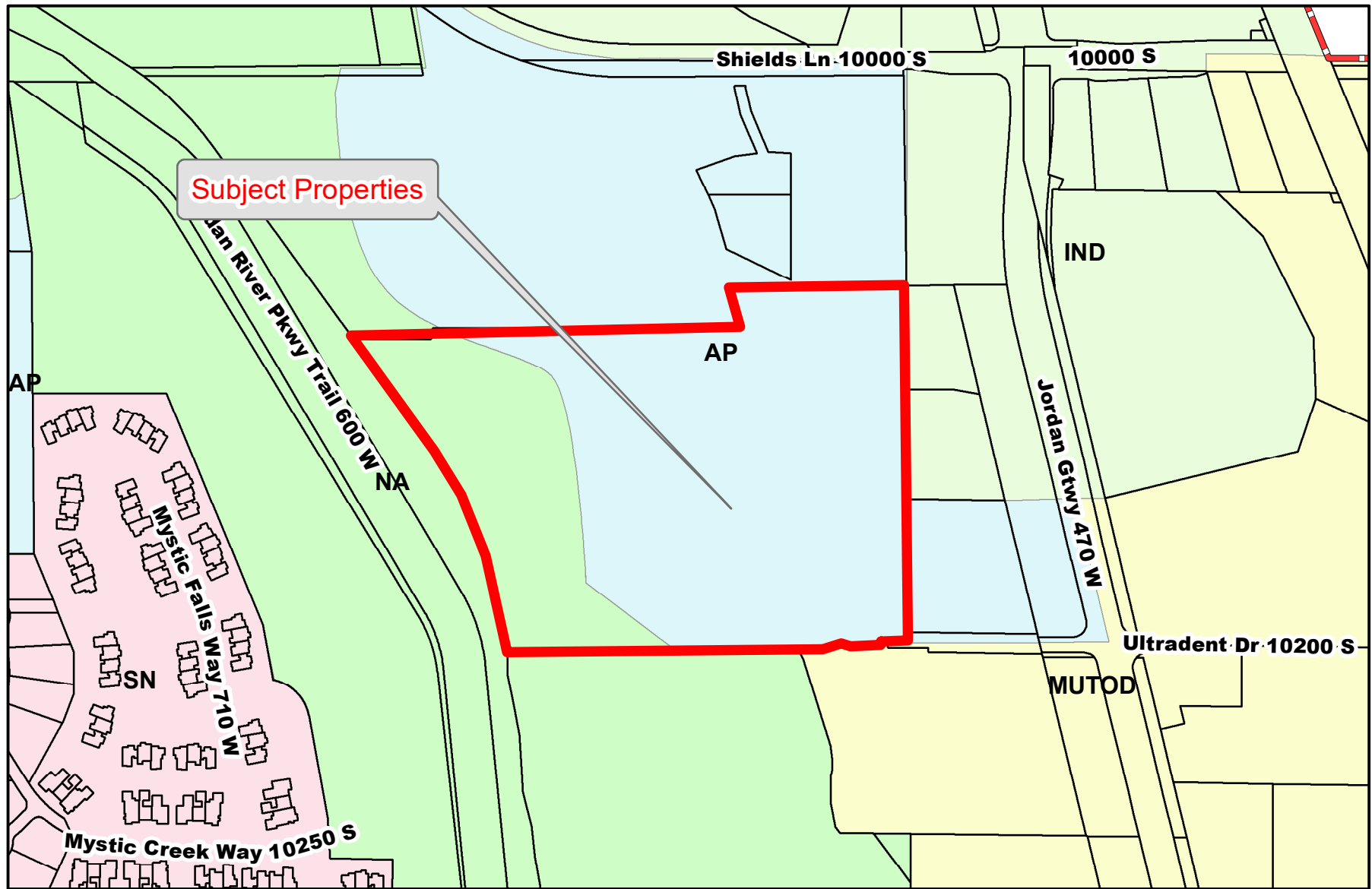
Contains: ±4.10 Acres
±178,564 Sq. Ft.

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 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 S89°56'13"W 210.80 feet 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; thence N87°01'55"W 271.34 feet; thence N14°41'18"W 250.98 feet; thence N24°09'51"E 62.73 feet; thence N14°39'53"W 128.81 feet; thence N54°25'05"W 61.35 feet; thence N16°09'00"W 234.64 feet; thence N38°29'07"E 33.08 feet; thence N81°19'27"E 85.76 feet; thence East 425.94 feet; thence N17°12'14"W 15.77 feet; thence N14°33'15"W 35.89 feet; thence N14°28'02"W 40.91 feet; thence East 396.62 feet; thence S00°33'18"E 810.86 feet to the point of beginning.

Contains: ±14.36 Acres
±625,581 Sq. Ft.



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Exhibit 'A' - Future Land Use 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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ORDINANCE NO. 2024 – 05-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 _____, 2024 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.



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<p>Exhibit 'A' - Zoning Map</p> <p><i>City of South Jordan</i></p>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2024</p> 
--	---	--