# CITY OF SOUTH JORDAN PLANNING COMMISSION MEETING AGENDA CITY COUNCIL CHAMBERS TUESDAY, OCTOBER 28, 2025 at 6:30 p.m.



Notice is hereby given that the South Jordan Planning Commission will hold a Planning Commission Meeting at 6:30 p.m. on Tuesday, October 28, 2025, in person in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah and virtually via Zoom phone and video conferencing. Persons with disabilities requesting assistance should contact the City Recorder at least 24 hours prior to the Meeting. The Agenda may be amended, and an Executive Session may be held at the end of the Meeting. Times listed are approximate and may be accelerated or delayed.

In addition to in-person attendance, the City intends to provide virtual access via Zoom for phone and video conferencing; however, virtual access is not guaranteed and may be limited by technical issues or connectivity constraints. Individuals may join via phone or video, using Zoom. In the event the Meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the Meeting and, if needed, end virtual access to the Meeting. Reasons for removing an individual or ending virtual access to the Meeting include, but are not limited to, the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements or actions, and any other action deemed inappropriate.

To ensure that comments are received, please submit them in writing to City Planner, Greg Schindler at <u>gschindler@sjc.utah.gov</u> by 3:00 p.m. on the day of the meeting.

Instructions on how to join virtually are provided below.

# Join South Jordan Planning Commission Electronic Meeting:

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

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

- A. WELCOME AND ROLL CALL Commission Chair Nathan Gedge
- B. MOTION TO APPROVE AGENDA
- C. APPROVAL OF THE MINUTES
  - C.1. 10/14/2025 PLANNING COMMISSION MEETING MINUTES
- D. STAFF BUSINESS
- E. COMMENTS FROM PLANNING COMMISSION MEMBERS
- F. SUMMARY ACTION
- G. ACTION

### H. ADMINISTRATIVE PUBLIC HEARINGS

# H.1. DAYBREAK VILLAGE 9 PLAT 5 AMENDED

Address: West side of Bingham Rim Rd approximately between 11095 S and 11035 S.

File No: PLPLA202500179

Applicant: Vagner Soares (LHM Real Estate)

# H.2. ALTITUDE PRELIMINARY SUBDIVISION PLAT

Address: 515 W. Ultradent Dr. File No: PLPP202500150

Applicant: Krisel Travis, DAI Utah

# I. LEGISLATIVE PUBLIC HEARINGS

# J. OTHER BUSINESS

# J.1. PLANNING COMMISSION TRAINING

# **ADJOURNMENT**

### CERTIFICATE OF POSTING

STATE OF UTAH)

: §

COUNTY OF SALT LAKE)

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

Dated this 23rd day of October, 2025.

Cindy Valdez

South Jordan City Deputy Recorder

# CITY OF SOUTH JORDAN PLANNING COMMISSION MEETING COUNCIL CHAMBERS October 14, 2025

Present: Chair Nathan Gedge, Commissioner Lori Harding, Commissioner Steven

Catmull, Commissioner Bryan Farnsworth, Commissioner Sam Bishop, Assistant City Attorney Greg Simonson, City Planner Greg Schindler, Planner Miguel Aguilera, Planner Damir Drozdek, Planner Joe Moss, Assistant City Engineer Jeremy Nielson, Director Brian Preece, Deputy Recorder Cindy Valdez, IT

Director Matt Davis, GIS Coordinator Matt Jarman.

Absent: Commissioner Michell Hollist

Others: Ryan Mackowiak, Amber Mackowiak, Seluam Rajavelu, Sheri Mattle, Ashley

Sudbury, Miguel Monreal

# 6:30 P.M.

# **REGULAR MEETING**

# A. WELCOME AND ROLL CALL -Chair Nathan Gedge

Chair Gedge welcomed everyone to the Planning Commission Meeting and noted that (5) of the Planning Commissioner's are present. Commissioner Hollist is excused from tonight's meeting.

### MOTION TO APPROVE AGENDA

B.1. Approval of the October 14, 2025

Commissioner Harding motioned to approve the October 14, 2025 Planning Commission Agenda. Chair Gedge seconded the motion. Vote was 5-0 unanimous in favor; Commissioner Hollist was absent from the Vote.

# **B. APPROVAL OF THE MINUTES**

C.1. Approval of the September 9, 2025 - Planning Commission Meeting Minutes.

Commissioner Harding motioned to approve the September 9, 2025 Planning Minutes. Commissioner Gedge seconded the motion. Vote was 5-0 unanimous in favor; Commissioner Hollist was absent from the vote.

- C. STAFF BUSINESS
- D. COMMENTS FROM PLANNING COMMISSION MEMBERS

Chair Gedge said this is our first meeting in October, and we have three more scheduled meetings for the remainder of 2025, and I believe we have one or two hours of training remaining. I'm not sure of the exact amount required for the state required training for our four hour annual compliance. So, Mr. Catmull kindly put together a potential item to talk about, such as: public clammer, detrimental effects, and things like that on judicial administrative items. I'm not sure if staff had any other ideas, or just to make sure we can be compliant with that requirement.

Commissioner Catmull said I would say that this is a continuation of what we have left for our four meetings until the end of the year. We may want to cover that as a separate item, unless we have a listed item here on training, but we probably should plan when we're going to get those training hours.

Chair Gedge said so definitely that is on the docket, or if you guys have any other ideas for training, you can email us ahead of time and we can send them to staff this week. We have the last meeting in October, one in November, and one in December, so we are shortly running out of meetings for the year, and we just want to make sure we're not getting anybody in trouble by being below four hours.

- E. SUMMARY ACTION
- F. ACTION
- G. ADMINISTRATIVE PUBLIC HEARINGS

# H.1. DAYBREAK SOUTH STATION PLAT6

Address: Generally located along the north side of Lake Avenue between Grandville

Avenue and Freestone Road. File No: PLPP202500131

Applicant: Vagner Soares (LHM Real Estate)

Planner Greg Schindler reviewed background information on this item from the staff report.

Commissioner Bishop said do you know if this is going to be strictly commercial or commercial and residential?

Planner Schindler said it is strictly commercial. We don't have an exact site plan for it, but I understand it was for commercial uses only.

Commissioner Farnsworth said this has to do with the tracks crossing. Is there and pedestrian access? Is there a mid block tracks crossing right there? Because I was just noticing that the proposed Aloha Road, and then I think it's a New Day Drive.

Planner Schindler said it's on Granville Avenue. There's one right up by the stadium that's kind of mid block between Lake Avenue and it comes out at Ring Lily Drive up there.

Chair Gedge said our display to draw on is not operable tonight, so if you're drawing a point to the map, don't speak, because it won't be picked up by our audio recording for public record. But hopefully the audience could see where he was pointing towards the northwest on Granville and that little road, right in front of the Megaplex.

Planner Farnsworth said I run along that road quite a bit, and so I know that they put up what looked like mid block in between the lights. And I just noticed that Aloha road and New Day Road don't align, so I was wondering if that was still going to be a mid block crossing there, or if the plans had changed.

Planner Schindler said I don't think so. You can check with the applicant, he is here tonight.

Wagner Suarez, VP of land development for Larry H. Miller said we discussed it with UTA, because we have to work with UTA on those crossings, and at this moment, they don't want us to add anything to their safety issues.

Commissioner Bishop said I live in this area, so if we could bring up the satellite view map, I just have a question about land very right adjacent to this. As an uninformed person, I might call that a linear park that runs on Lake Avenue, between the two lanes, and green space. And so, on the west side that continues past Granville Avenue, there's plenty of street furniture, lots of pathways, that kind of thing on the east side of Lake run is the same thing, but in between those it's bare, except for grass.

Mr. Suarez said we call that the rumble, and we actually develop in that section as well. We're just on that block there and it might, or might not affect the exits and the traffic. So we're trying to wait until we finally develop, but that area will be developed the same way you have seats and extra trees, the same way you see west of Grandville you will see on that portion as well. So we're kind of waiting to finalize. We have some different people we're working with on the commercial side there, just to see if it was going to affect anything in the traffic that way. So that's why we haven't touched, per se, that corner there.

Chair Gedge opened the Public Hearing to comments. There were none. He closed the Public Hearing.

Commissioner Catmull said looking at it, this seems pretty straightforward. It's an already existing lot that is legally conforming, that is being bisected, and so all the angles and orientation of the lot is compliant, and as far as I can tell, and with the grade and all that, I'm supportive of it.

Commissioner Harding motioned to approve File No. PLPP202500131 Daybreak South Station Plat 6. Chair Gedge seconded the motion. Roll Call Vote was 5-0 unanimous in favor; Commissioner Hollist was absent from the vote.

### H.2. DAYBREAK VILLAGE 13 PLAT 2

Address: West side of Bingham Rim Rd approximately between 11098 S and 11035 S.

File No: PLPP202500117

Applicant: Vagner Soares (LHM Real Estate)

Planner Greg Schindler reviewed background information on this item from the staff report.

Commissioner Harding said I have had a hard time figuring out where this one was. So you've got South Jordan Parkway, I don't see what the east, west and south is on it.

Planner Schindler said I gave you the South, but there's actually no road to it yet.

Commissioner Harding said can you explain the triangular piece of land?

Planner Schindler said it is just part of the Bingham Rim Road that runs that far. It splits in between the northbound traffic, and then the southbound traffic are in two different lanes. There is a green space in the middle, sort of like what we talked about for Lake Avenue and so forth, but that piece hasn't been created. It's just part of the larger scale lot that is being carved out of 200 or 300 acres out of that piece that needs to be put in. So that's why it just shows that there, the rest of it already has its own parcel number as you go further south.

Commissioner Catumull said so in that same area, the Bingham Rim Road splits, and as I look at the picture, and orienting myself, visualizing this the left segment or the west segment. Where does that side of the road go? Does it go like into this?

Planner Schindler said it curves on the west side there, it curves back into just being a two lanes, there's no more median after this.

Commissioner Catmull said I am just trying to make sure that the lots have to be oriented relative to the frontage, the right of way that they face. So, I'm trying to look at the Bingham Rim Road in this particular subdivision, it looks like it's going off of the right fork of the two way, or is that just going to be the only part of Bingham Rim Road?

Planner Schindler said well, Bingham Rim Road, like I said, it splits until it gets to this and then it comes back together.

Commissioner Catmull said the triangular piece is because it's going to merge back in, right?

Commissioner Harding said I think on this image, it's exaggerated a bit.

Chair Gedge said Mr. Suarez, we'd like to invite you to come up to add anything additional and see if any of the commission members have any questions for you. I know Mr. Schindler at one point, was for a swimming pool. Obviously, it doesn't look like a lot of homes out there, so that might not be in the immediate future.

Mr. Suarez said as long as no one puts it on their Facebook page tonight, that's what we're planning to put in is a community pool there to be delivered next year. So the reason that little yellow dot is there is due to the alignment of the road and it not being compatible to what it's the

standards for South Jordan. So we're going to come and demo that portion, cut it back in and align that road, so it makes a bit more sense. But yeah, we wanted to deliver it next year as an amenity to daybreak.

Commissioner Harding motioned to approve File No. PLSPR202500070 Golden Plaza Site Plan. Chair Gedge seconded the motion. Roll Call Vote was 5-0 unanimous in favor; Commissioner Hollist was absent from the vote.

# H.3. MACKOWIAK ADU CONDITIONAL USE PERMIT

Address: 9802 S Evensen Circle File No: PLCUP202500185 Applicant: Ryan Mackowiak

Planner Miguel Aguilera reviewed background information on this item from the staff report.

Chiar Gedge said we did received a letter by email from David and Laura Levitt, it has been reviewed and will be saved as an attachement to the minutes.

Commissioner Bishop said how much taller would this be than the main house?

Planner Aguilera said so perhaps the property owner could answer this, but it's unclear exactly how high the structure is. What we know is it is one story, and this building will be two, so it will exceed the height, I just don't know exactly how much.

Ryan Mackowiak (Appplicant) said so our home is one of the shorter ones in the neighborhood. It is a single story home with a relatively low finished floor elevation, with a hip roof, and so the the ridge of the roof is actually de emphasized, because that sort of the hip roof drops off. But to answer your questions, or whoever asked the question, we're about 30 inches taller than our existing ridge for our house. It is a two story but it's only technically a two story building. As you can see, the gable roof that we have, we actually have a sleeping loft and it has the ceiling that matches the ridge line or the the roof line, and then it sort of drops off in height. So from a code standpoint, it's two story but it's actually it's sort of like a kid's sleeping loft type of space we have. We're surrounded by two story homes to the west, and to the south, and to our neighbors to the north. They're technically one story home, but they're quite a bit more out of the ground than we are, so we're not out of scale with our neighbors by any means. The only thing I was going to maybe mention in the staff report, this is probably irrelevant, but I just want to make sure we're all on the same page, is the windows facing the east the front of the building looks o down into the living space, not a bedroom. In the staff report, I just mentioned there's a bedroom. I appreciate your consideration, and hopefully this goes well.

Chair Gedge opened the Public Hearing to comments. There were none. He closed the Public Hearing.

Chair Gedge said it seems pretty straightforward. I don't really think it's a fully functional second unit, the windows don't oversee neighboring properties. The one email we did receive was the

neighboring property owner who was in favor of us, not opposed, which is not really a detriment. As the applicants said, it's only 30 inches higher than the primary dwelling unit. I think maybe we reference that because sometimes we might set a precedent for other ADUs, but because it's such a small difference on that. And so, I think I'm in favor of moving forward, but like to see what the rest of the commission feel about it.

Commissioner Bishop said and the same with the 16 foot limit, it's just a bit above that, it's probably not enough for someone to even notice.

Commissioner Catmull said the only thing that didn't come up in the staff report and I apparently neglected to look at before the meeting. It is coming to my mind that because of the 16 foot requirement, and we're going higher than that, there's additional setback requirement, and I can't remember what the ratio is. but if its going to 19 feet, I just want to make sure that we have maybe a question for staff, where we've put that into our calculations and we hve enough distance between the property line to accommodate the greater than 16 foot height, right?

Planner Aguilera said the setback is 10 feet, slightly over 10 feet for the proposed building. So the normal accessory structure setbacks say that if a structure is 16 feet or less than the setback is three feet for every foot taller than 16 feet, you have to increase the setback by a foot. So this structure, I believe, is 19 feet, or just under 20, so it's still far enough away to meet that setback requirement.

Chair Gedge motioned to approve File No. PLCUP202500185 located at 9802 S Evensen Circle. Commissioner Harding seconded the motion. Roll Call Vote was 5-0 unanimous in favor; Commissioner Hollist was absent from the vote.

Commissioner Catmull said let's see the one thing that it says here in the motion is just as it allows it to be taller than the existing residence. Do we want to set that at the height that it is based on the app? Is that restricted to the application as is presented today? Can't become so a future 20 extension, 24 feet without coming through to another application?

Assistant City Attorney Simonson said what you're approving is according to what the plan is that he's submitted.

# H.4. GOLDEN PLAZA SITE PLAN

Address 1613 W. 11400 S. File No. PLSPR202500070

Applicant: Ashely Sudbury, NJRA Architects

Planner Drozdek reviewed background information on this item from the staff report.

**Ashley Sudbury, NJRA Architects (Applicant)** said like Damir said, it's going to be on 11400 S. and the building is at the front with the proper setbacks from 11400 with the parking behind.

Chair Gedge said obviously, the second story is going to be offices do we know what the intended use may be for this process? Because, I think there's the one entrance off of the road

here. Obviously we've had some issues with restaurants with track circulation plans super popular destination or business. So any ideas of what that might be?

Ms. Sudbury said yeah, so half of the building right now is being planned for as a restaurant, and then the other half can be any other commercial use within the MDA requirements.

Chair Gedge opened the Public Hearing to comments. There was none. She closed the Public Hearing.

Commissioner Harding said so normally, we ask the city if parking is sufficient. Is there any concerns with that and the different uses throughout the day?

Planner Drozdek said no, the parking seems to be sufficient.

Chair Gedge said I did bring up the transportation, so if there were issues with the one entrance, exit there, and obviously there's steps that the city can address or that they would maybe need to address or what will happen because this isn't a conditional use permit. So what is the process to help mitigate in the future? We hope it's super successful, just to make sure that the it doesn't bleed onto 11400 S. Redwood or the neighboring properties.

Assistant City Engineer Nielson said that's a valid question, and that's why we try to ensure that they meet the city's minimum requirements. You know, in our in our code, there is quite a distance, so there would need to be a lot of stacking to be able to reach 11400 South, and if they did reach 11400 South, then it could present a hazard, and so there would be police enforcement involved.

Chair Gedge said that was the answer we wanted to hear. We heard a similar item years ago, so thank you for that. That's on the record.

Commissioner Harding motioned to approved File No.PLSPR202500070 Golden Plaza Site Plan. Chair Gedge seconded the motion. Roll Call Vote was 5 to 0 unanimous in favor; Commissioner Hollist was absent from the vote.

# H.5. VISION DANCE STUDIO CONDITIONAL USE PERMIT (CUP)

Address: 11509 S. District Main Dr.

File No: PLCUP202500192 Applicant: Lisa Bunker

Planner Damir Drozdek reviewed background information on this item from the staff report.

Chair Gedge said that was my question, it was the two conditions, it's just it's not in the motion. So would we need to just specifically site those two conditions in any motion we would make?

Planner Drozdek said yes, I think so.

Commissioner Farnsworth said I just have a clarifying question. If you read the two conditions, one says: install sound dampening materials, and the other says, proceed without sound mitigation.

Planner Drozdek said there's a time limit. I can't remember what it says in the report. I think it's 30 days. They have 60 days to report any any nuisances to the city in terms of sound or vibrations or any kind of disruptions to the business. So unless those 60 days are over, then it's pretty much done.

Commissioner Farnsworth said I am just trying to clarify what the recommendation is. Is it to install sound dampening materials right away and then monitor for another 30 days and do they need additional mitigation if that's necessary,

Planner Drozdek said you can do either. Those are two options given in the report. The way that it's listed is like you put mitigation up front, or if you choose not to do mitigation up front, you have 60 days. The neighboring business has 60 days to come to the city and say, hey, they're disrupting our business.

Commissioner Farnsworth said okay, that clarifies. So it's not do both conditions necessarily, it's take in the information and then decide what's right.

Commissioner Catmull said I know there are standards for just noise transmission at property lines. I can remember us doing this outside of maybe like a animal care facility, like animal tending, where we've talked about noise in a multi tenant shopping type district, this is not like what we're talking about between these two tenants isn't a property line. What standard would we be enforcing within a property around noise transmission.

Planner Drozdek said we don't have a standard. That's the honest truth. There is no standard. But obviously, if you have a spa which is in a quiet environment, and then you have beating music from the side, I am sure it doesn't work.

Commissioner Catmull said trying to understand if this is the the property owners problem.

Planner Drozdek said it seems like it. I mean, you can see the detriment, potential detriment right to their business operations. So it was trying to put something in the report to protect the existing business from disruptions, and instead, that's the reason for the condition. But if, that's not something that the city or the planning commission deems important for us to enforce, then that's up to you.

Director Preece said might I add that it could say that that's something that the landlord may handle. We had the same situation over here when we had the Parks & Rec, HR, and we had the karate studio that went in, and it was crazy, but the landlord mitigated that. I think the city paid for part of it, so you could leave it up to the landlord as well to solve any issues.

**Randi Shaw (Business Partner)** said we have been in South Jordan, this is our 18th year as a business, and we started out in Riverton. We built right next door to paradigm High School about

over seven years ago so we, actually just bought our building. I am actually one of the very first residents of Daybreak. I saw the district being built, and would love to get in there and kind of refresh, get some new people in there. The couple of issues that you guys have already brought up were something that we thought about very first. What people see as issues, is always our pickup and drop off. Our clients typically don't come into the building. They like to drop their kids off and pick them up when they're done. So that was the very first thing we looked at is to accommodate our drop off pickup situation. I did speak with the landlord pretty extensively about that, we measured the space that we have now, and you know what, that actually gives us more space. The one nice thing with our clientele also is they kind of do what we ask them to do. So, we did have one night this year that we kind of ran into too many cars backing up, so we just asked people to stagger their pickup times a little bit. It's really easy for us to deal with that, so I don't see any issues with that going forward. But obviously, you have to look at that point, but the back of that building is pretty empty, and it's really easy as you come in off of 11400 S. There's a definite come in this way, come along the back of the building, drop your child off, and then there's an easy exit out the other way that shouldn't get in anybody's way as far as sound. Actually, when we were in Riverton, we were next door to a spa, of all places to move into next door to a dance studio. We did put in sound barriers in that one, and it worked really well, so we're willing to do that again. The first thing we looked at is, let's make sure there aren't any dance studios up against that wall. So we're putting in dressing rooms, those types of things, so they're not right up against that wall. Hopefully, that will help sound and you never really know till you get in. But we obviously don't want our neighbors to hate us, so we're pretty easy to work with. That way, whatever you ask, or whatever we feel like with the landlord would be best, we're willing to do whatever. We love the space that gives us a lot more space we've kind of outgrown where we are now.

Commissioner Harding said what are your hours of operation?

Ms. Shaw said on top of doing dance, we have a full educational preschool program during the day. So, we're open from 9am to 9pm typically Monday through Thursday and then on Fridays, we're usually done around noon. We are a competitive dance studio, so we'll do extra rehearsals on the weekends, but closed on Sundays.

Chair Gedge said any performances at the studio? Most studios rent other public facilities.

Ms. Shaw said yeah, we'll do some of our preschool, the tiny tots will have their parents to come in at Christmas time for Christmas shows. But it's just class by class, whatever will fit in one room, so nothing huge, no big events.

Commissioner Catmull said where you're at today, near paradigm high, if I am remembering correctly, that entrance is one where you have to come in backwards,

Ms. Shaw said it is a little funky. We didn't want the kids to have to cross the street in the dark. So we have you come in on the left side and circle around so that they're dropping kids up against the building. But this will be the reverse, it will be USA standard on the right.

Commissioner Catmull said this was a really odd circulation because of that situation.

Ms. Shaw said I know, and everybody doubted us, but we made it work.

Commissioner Gedge said so just going back, obviously you said the landlord would be your first preference to have them monitor, but you wouldn't be opposed if we put it in a 60 day mitigation. I think if we discuss that and then ultimately, if you had a bit of a sound wall, looks like you've done that as well.

Ms. Shaw said I will add that what seemed to be the biggest issue in our previous location, which is the vibration in the wall, because they had our sound system and mirrors were up against that wall. So that's why we decided not to use that end of the building for rooms. I will talk to the our contractor, I'd almost rather put the sound in up front than have to rip it up and do it later.

Chair Gedge opened the public Hearing to comments. There were none. He closed the Public Hearing.

Chair Gedge said I'm fine not putting in a condition, and leave it to the landlord. Obviously, it's their building and he's going to have one upset tenant if things are loud. So that's where I'm leaning. But I'm open to staff's recommendation as well. Looks like the applicants either open to any of the three.

Commissioner Harding said I'm okay with leaving it up to the landlord.

Chair Gedge said if there is a complaint from maybe other business order or the landlord doesn't address their tenant, is there any other recourse that someone could do? Can they complain to the city because they're just a lessee of the unit for because of sound, or whatever that might be, or I know there's a condition you use permit, so eventually they could go through that mechanism. But if we were to not put in any conditions and just leave it to the landlord, are there any other like citizen paths in case there was an incident issue.

Planner Drozdek said you can always revisit the conditional use permit you're issuing tonight, and then if it cannot be mitigated, you can revoke it. But yeah, it can be brought back.

Commissioner Catmull said he applicant was talking about a secondary use for this that was not necessarily recreational, that was educational. Does that require conditional use permit? get connected here to see what the allowed uses are. But in the bangerter mixed use zone, we don't usually see very much in there. Does that educational preschool require conditional use permit?

Planner Drozdek said I was not aware of this. I thought it was just a dance studio. That's how it was presented to me. So if there's some kind of educational component, maybe we can check with the applicant and see which one is the primary use. So this could be a secondary use to the primary use, which is the dance studio.

Chair Gedge said I guess to follow up on that, if it is there is a secondary use. Does the conditional use only have to be applied for the primary use of the dance studio, or would they have to apply for a second conditional use permit for the educational daycare?

Planner Drozdek said I imagine if the dance studio is the primary use, that's the only thing that's needed.

Commissioner Catmull said they seem pretty compatible to me. I just want to make sure that as we look at the city code, that we're in the zones that are out there, that we're compliant.

Ms. Shaw said I apologize that the full name was not put on there. They are, I would say 80% of our clientele is dance, for sure, and the preschool kids do dance afterwards, so it's definitely a secondary, but helps pay the bills during the day.

Chair Gedge said Okay, so just for the record, you would say that the dance is your primary, and for education, daycare would be a secondary?

Ms. Shaw said yes.

Chair Gedge said I think this is a greatfit in daybreak. Obviously, in the district there was a major announcement between JC Penney and the other homes. So, this is some nice improvements in the area. Obviously, Commissioner Catmull and I were on the commission six, seven years ago and saw the original in the current location with the site plan, I think it helps alleviate some of the concerns we had with that property as well.

Commissioner Harding said I am going to bring up parking and ask the city, how does that work in the district, and is there enough for this type of use?

Planner Drozdek said as the applicant was saying, they're not going to be staying there, so it's going to mostly be pick up and drop off. And number two is most of those parcels, or lots of the district, they're owned by the same property owner. So there's plenty of parking. It's not an issue.

Director Preece said there are cross parking easements that allows it, but most of it is owned and Target is owned separately. But even Harmons has a land lease, so most of the property is all owned by the District LLC.

Commissioner Catmull motioned to approve File No. PLCUP202500192 Vision Dance Studio Conditional Use Permit. Chair Gedge seconded the motion Roll Call Vote was 5-0 unanimous in favor; Commissioner Hollist was absent from the vote.

Chair Gedge said City Council Johnson was in attendance earlier, but has left. I wanted to state for the record that she was present at tonight's meeting.

### I. LEGISLATIVE PUBLIC HEARINGS

### I.1. LEGISLATIVE TEXT AMENDMENTS TO CITY CODE

Address: 1600 W. Towne Center Drive, South Jordan, UT 84095

File No: PLZTA202500196 Ordinance 2025-17

Applicant: City of South Jordan

Planner Joe Moss reviewed background information on this item from the staff report.

Commissioner Harding said so do these changes help our city? It just seems like, with a dentist building, it seemed like people weren't notified, and there's a lot of contentions when people aren't notified. I'm just wondering, do these changes make it so minimal that they're not going to be notified?

Planner Moss said no, there's no reduction in our current noticing requirements. Really, this is just making sure that what we're saying matches with what state law says. Like I said, I think we're we're largely in compliance with these already. We're just making it more explicitly clear that we are in alignment with state code. And on some of these, we want to make sure that we're eliminating any sort of gray zone in between the language in our code versus the state code.

Commissioner Harding said but language and definition could be considered different, and so if the state code is here and that's our minimum, Are we airing in a way that more people are notified, or taking on their minimum and less people will be notified.

Planner Moss said So we we're not modifying our standard. We're keeping our existing which has always been higher. For instance, subdivision amendments, the state only requires that you notice any affected property owner on that, we have an additional requirement that we notice other other property owners within that subdivision. So that's not going away. That stays the same. The only thing that is new as far as noticing goes would be that new 10 day window on contesting at subdivision amendment. And again, that's a new code thing that has come from the state that we're just making sure that we're incorporating.

Chair Gedge said I just want to follow up on that 10 day not appeal, but protest period. What happens if a resident protests the hearing, the decision of that, does it have to be reheard, or who's the body? Just so I understand the process.

Planner Moss said for subdivision amendments, one of the other things that it does, is it clarifies that you, the planning commission, are the land use authority for subdivision amendments. You would obviously have the information so that content, you know that 10 day protest window closes 24 hours before, at minimum, 24 hours before the hearing. So you would always have all that information ahead of you. And as with any subdivision, you know, if the applicant's proposal is compliant with all state code with subdivisions, you would need to approve those if they meet all of our code and standards. So really, I guess the protests would have to point out that they're not being able to do that in some way.

Chair Gedge said we had our meeting, we made a decision, and they had a 10 day protest period following that, which I guess, technically nothing's really final till we approve the minutes following our meeting. Thank you for clarifying

Commissioner Catmull said what are some examples of verses? And I guess, from what I'm reading, quasi judicial, discretionary and ministerial. I'm trying to think of a land use amendment, or land use thing that would be ministerial.

Planner Moss said generally, most of our land use text amendments would be considered ministerial because you only have to meet one of the four different things that they lay out. One of those means, so, I'll just roll through the list of what they say ministerial means if the change is to bring the municipal land use ordinance into compliance with state or federal law. So if we're changing it for that reason, it's considered ministerial if we are adopting a land use policy that affects the entire zoning district or multiple zoning districts. So for instance, if we're changing the standard in the entirety of the agriculture district, for some reason, that's considered ministerial. If it's non substantive clerical, you know, maybe we found a typo or something where you know that as long as it's non substantive, doesn't matter, that can be considered ministerial. And then if it's recodifying existing land use ordinances or designating kind of an affected area for some annexation stuff. So really, most of our land use text amendments are going to fall under that city wide. Thing where it would be applicable is say you were changing your zoning ordinance to say something like the R-1.8 zoning, but only in this particular part of the city is going to be changed, and that'll be different, in which in that case then we would need to notify those property owners with a mailed notice.

Commissioner Catmull said these are just for text amendments, not general plan amendments. Those are the ones that really are what I'm thinking.

Planner Moss said it specifies and uses text amendments.

Chair Gedge opened the Public Hearing to comments. There were none. He closed the Public Hearing

Commissioner Harding motioned to send a positive recommendation to City Council to approve File No. PLZTA202500196 Ordinance No.2025-17 Legislative Text Amendment to City Code. Chair Gedge seconded the motion; Commissioner Hollist was absent from the vote.

### J. OTHER BUSINESS

Director Preece said I want to make a clarification, because you might be asked these things, and I will let Mr. Simonson reel me in if I get too far from the agenda. But this is regarding the announcement you referred to of the senior housing project in the Deseret New and KSL reported that these units are for sale. They are not, and we have had numerous phone calls of people wanting to buy them. Mostly they've been investors that have wanted to buy them and then, knowing there would be restrictions but rent them out. This is not a condominium project.

The project consists of somewhere around 200 units, of which 75% will be reserved for either 80%, 70% or 60% of the area median income, and they will all be for lease units, and they will be for seniors. So just in case, you guys might get asked because of your position. In the future, you'll see a site plan, but for nowI just want you to know that was inaccurate, and you may get questions because of your position on the Planning Commission.

Chair Gedge said I believe there was a going to be a senior like development on 1000 south and 4000 West. Does this take the place of that?

Director Preece said yes. This this is the same development that was proposed for, so it completely removes that entire development.

Commissioner Harding said as a point of information for the City, with that last horrible rain where that building was going to be built it was full of water, deep, deep water, almost to the point of needing to pump.

Director Preece said they are actually going to rebuild that detention pond. And they would have also, if this building had been built, they would have moved it on the other side of the canal, and mitigated that. They know it's a problem but, either way, it would have been put in a different place.

Assistant City Enginner Nielson said we have plans that we could do it, but I am not aware of any funding at this point to proceed with that project. It was more going to be done in anticipation.

Commissioner Bishop said I wanted to bring up a possible idea for a training or a discussion. It's like maybe more of a discussion topic. But Daybreak is going to be about what, like a quarter or maybe even a third of our city, right? And it's got a totally separate planning process. So where does that process and our process eventually meet? How long does it run in parallel? Do we ever plan on it?

Director Preece said their development agreement is 30 years. I can't remember, but it's some years in the future, but the zoning ordinance for the PC zone has a different development process.

Planner Schindler said hat's correct. It was probably within 30 years they intended to be fully developed so there wouldn't be much coming to the planning commission or city council at that point. It is a different process, the process is for subdivisions, they still will come to you in Daybreak only because staff got approval to at least bring subdivisions forward. They didn't want the site plans, we asked about that, but it's in their development agreement that they don't want it to go to the PC zone. Neither one of them allow that, and they didn't want to bend on that one because they said they want to develop quickly and not have to go back to the planning commission or city council on stuff that's already been approved in that in the development agreement.

Chair Gedge said maybe we can have a discussion so everyone is aware of the development agreement. The process between city, our process as a commissioner city code, what we can do with Daybreak items.

# **ADJOURNMENT**

Chair Gedge motioned to adjourn.

The Planning Commission Meeting adjourned at 7:51p.m.



# SOUTH JORDAN CITY PLANNING COMMISSION STAFF REPORT

MEETING DATE: October 28, 2025

	FILE OVERVIEW
Item Name	Daybreak Village 9 Plat 5 Amended
Address	West side of Bingham Rim Rd approximately between 11095 S and 11035 S.
File Number	PLPLA202500179
Applicant	Vagner Soares (LHM Real Estate)
Property Owner	LHM Real Estate
Staff Author	Greg Schindler
Presenter	Greg Schindler

	Р	ROPERTY (	OVERVIEW		
Acreage	1.019 Acres				
Current Zone	P-C (PI	P-C (Planned Community)			
Current Land Use	Vacant	Vacant			
General Plan Designation	Residential Development Opportunity (RDO)				
Neighboring	Zone Land Use				
Properties	North	P-C	RDO-Currently Vacant		
	East	P-C	RDO-Currently Vacant		
	South	P-C	RDO-Currently Vacant		
	West	P-C	RDO-Currently Vacant		

# **ITEM SUMMARY**

A complete subdivision amendment application for Daybreak Village 9 Plat 5 Amendment was submitted on September 8, 2025. The proposed amendment to the subdivision will adjust the lot lines of 20 townhome lots.



# TIMELINE

- On September 2, 2025, the applicant submitted an incomplete application to Staff for review. The application was initially rejected and a revised application was submitted and deemed complete on September 8, 2025. Staff reviewed the application and worked with the applicant to revise the preliminary subdivision plat to conform to applicable city regulations. Multiple reviews and re-reviews were completed by staff with all required corrections completed on October 7, 2025. The application was reviewed by the following departments:
  - o Planning:
  - o Engineering:
  - Building:
  - o Fire:
  - o Public Works, Stormwater, Streets, Parks and Water Divisions

# REPORT ANALYSIS

Larry H. Miller Real Estate has filed an application to amend a portion of the Daybreak Village 9 Plat 5 subdivision. The amendment will adjust the property lines of 20 townhome lots located on both sides of Silver Pond Drive between Miramar Street and South Jordan Parkway. (approximately 6700 W 11250 S)

The subdivision amendment is necessary to create lots that have the same dimensions as the proposed product. The amendment will not create any additional lots.

# FINDINGS AND RECOMMENDATION

# Findings:

- The Daybreak Community Structure Plan designates this area as Village.
- There are no infrastructure improvements proposed or required with this subdivision amendment application.
- The proposed amendment is consistent with the PC zone and the Kennecott Master Subdivision requirements.
- All State and Local subdivision amendment review requirements have been followed.



# Conclusions:

• The application is in conformance with the minimum requirements of South Jordan Municipal Code <u>§16.14.060</u> and the South Jordan General Plan.

# Planning Staff Recommendation:

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

# PLANNING COMMISSION ACTION

# Required Action:

Final Decision

# Scope of Decision:

This is an administrative decision to be decided by the Planning Commission.

# Motion Ready:

I move that the Planning Commission approve:

1. File PLPP202500179, Daybreak Village 9 Plat 5 Subdivision Amendment.

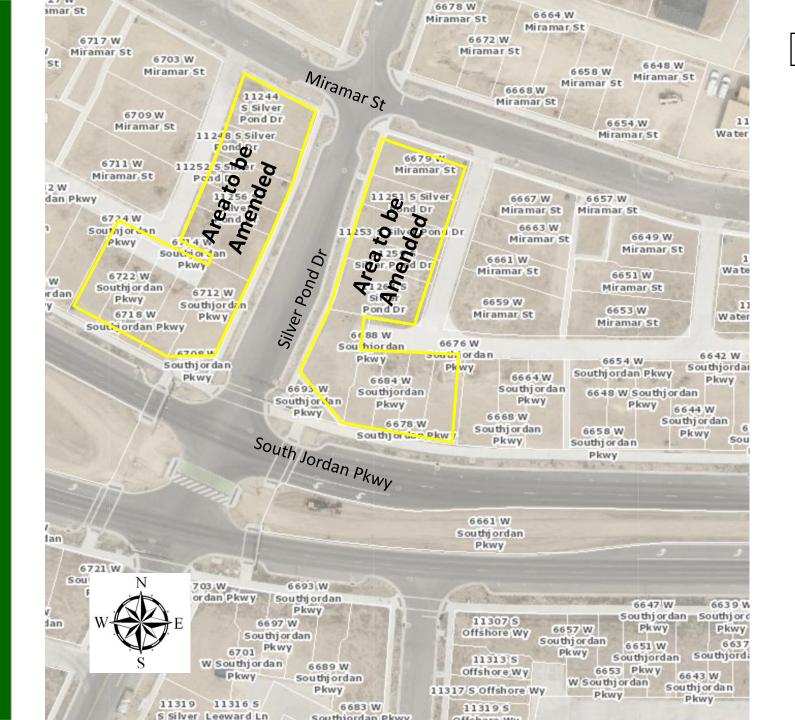
# Alternatives:

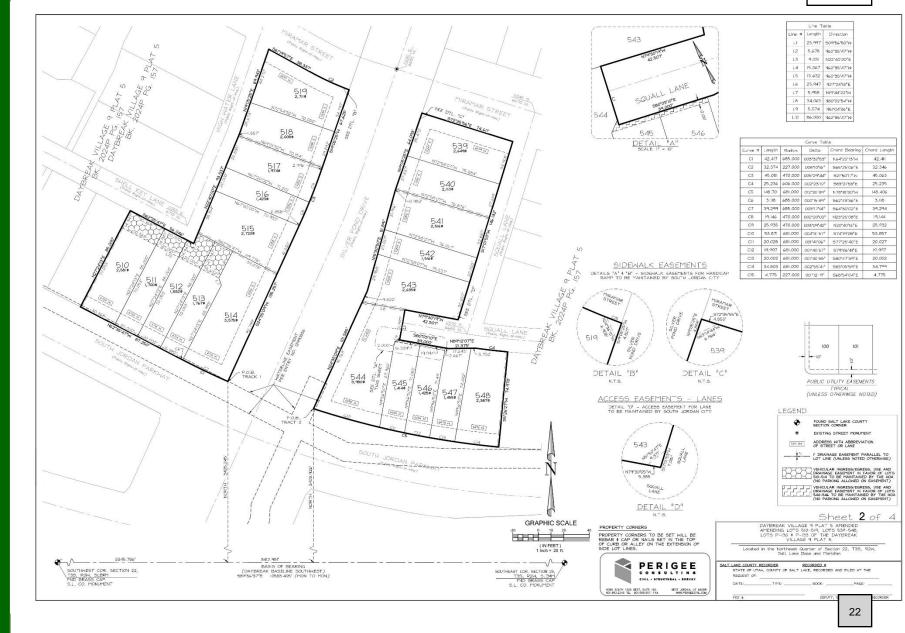
- 1. Recommend denial of the application.
- 2. Schedule the application for a decision at some future date.

# SUPPORTING MATERIALS

1. Attachments (Location Map, Proposed Preliminary Subdivision)







# SOUTH JORDAN CITY PLANNING COMMISSION STAFF REPORT

MEETING DATE: October, 28, 2025

	FILE OVERVIEW
Item Name	Altitude Preliminary Subdivision Plat
Address	515 W. Ultradent Dr.
File Number	PLPP202500150
Applicant	Krisel Travis, DAI Utah
Property Owner	Todd Harrison Trust 10/3/2012; Gregory Alton Harrison Trust 10/3/2012; Brandon Val Harrison Trust 10/3/2012
Staff Author	Damir Drozdek, Planner III
Presenter	Damir Drozdek, Planner III

	Р	ROPERTY (	OVERVIEW		
Acreage	Approximately 18.5 acres				
Current Zone	R-M (P	R-M (PD) (Residential – Multiple Planned Development)			
Current Land Use	Vacant	and unim	nproved land		
General Plan Designation	MU-TOD and NA (Mixed Use Transit Oriented Development and Natural Area)				
Neighboring		Zone	Land Use		
Properties	North	A-1	Vacant and unimproved land		
	East I-F Commercial and Industrial Building				
	South A-1 Vacant and unimproved land				
	West	A-5	Jordan River		

# ITEM SUMMARY

The applicant is seeking a preliminary subdivision plat approval. The project will create 222 residential units on approximately 18 acres of land. Staff is recommending approval of the application.



# TIMELINE

On July 18, 2025, the applicant submitted a complete preliminary subdivision plat and conditional use permit application to Staff for review. The applicant revised the application four times to address all staff comments. City staff worked with the applicant to revise the plat to conform to the applicable city regulations.

# REPORT ANALYSIS

A request for a zone change and land use amendment for this property was reviewed by the Planning Commission on November 12, 2024, and again on February 25, 2025. The application was eventually recommended for approval to the City Council. On July 15, 2025, the City Council approved and adopted the proposed zone change and land use amendment along with a development agreement.

The development will include 222 residential units. It will feature six condominium buildings placed throughout the site, while the remaining structures will be townhomes. The primary entrance to the development will be from Ultradent Drive, a public road, with a secondary access point located further north at the eastern edge of the property.

The internal roads will be a combination of public and private streets with varying widths. A public trail will run along the southern edge of the development and will eventually connect to the Jordan River Trail via a future bridge. A min. 6-foot decorative masonry wall will be constructed along the north and east boundaries of the project. Additionally, a post-and-rail fence will be installed along the southern boundary and the far western portion of the northern boundary.

At the western end of the site, a flat and usable green space will be developed to serve as a gathering and recreation area for future residents. This open space was a key concern for the City Council, and the applicant ultimately agreed to include it. The development's water line must be looped in accordance with City standards and approved by the City Engineer.

The land between the Jordan River and the buildings at the western edge of the site will largely remain as natural open space. Within this area, the applicant plans to restore some wetlands and add amenities such as memorial gardens with seating areas and a walking path for both public use and future residents.

# **Development Agreement:**

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

construct a public trail;



Item H.2.

- donate \$350,000.00 towards the future construction of a bridge over the Jordan River;
- build the project including building architecture, streets, parking and fencing consistent with the exhibits in the development agreement;
- provide 128 units for-sale and 94 for-rent units in the project;
- manage garbage and recycling pickup privately; and
- obtain a secondary access to the project prior to submitting an application for final plat approval.

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

# FINDINGS AND RECOMMENDATION

# Findings:

- The project is located in the R-M (PD) Zone. It meets the Planning and Zoning and Subdivision and Development Code requirements of the Municipal Code.
- It conforms to all provisions of the development agreement pertaining to land development in this specific area.

# Conclusions:

• The application conforms to the minimum requirements of South Jordan Municipal Code §16.10 and the development agreement terms.

# Planning Staff Recommendation:

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

# PLANNING COMMISSION ACTION

# Required Action:

**Final Decision** 

# Scope of Decision:

This is an administrative decision to be decided by the Planning Commission.

# Standard of Approval:

The Planning Commission shall receive public comment at a public hearing regarding the proposed preliminary subdivision in accordance with of South Jordan Municipal Code §16.10.060. The Planning Commission may approve, approve with conditions or if the proposed subdivision does not meet South Jordan Municipal Code §16.10, other City



ordinances, and/or sanitary sewer and culinary water requirements, deny the preliminary subdivision plat application.

# Motion Ready:

I move that the Planning Commission approve:

1. File PLPP202500150

# Alternatives:

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



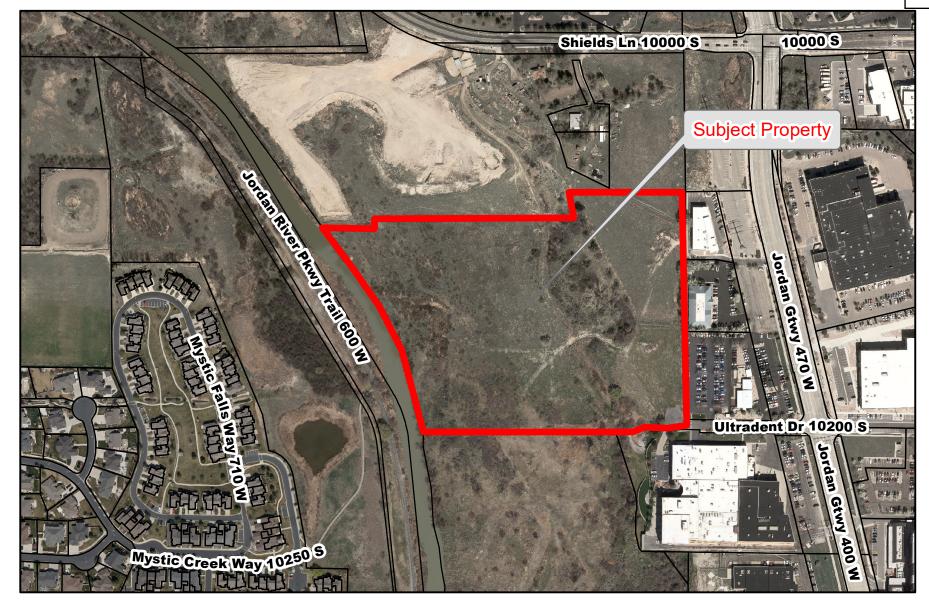
# SUPPORTING MATERIALS

- 1. Attachment A, Aerial Map
- 2. Attachment B, Zoning Map
- 3. Attachment C, Preliminary Subdivision Plat
- 4. Attachment D, Site Plan
- 5. Attachment E, Landscape Plan

- 6. Attachment F, Utility Plan
- 7. Attachment G, Grading Plan
- 8. Attachment H, Development Agreement

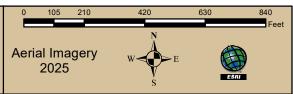




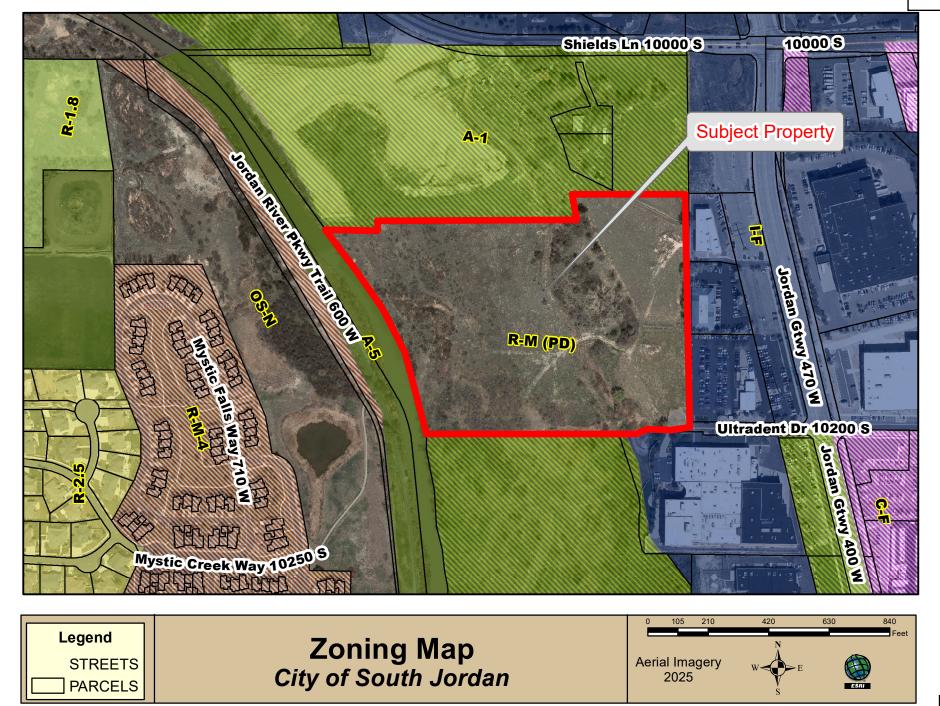


Legend
STREETS
PARCELS

**Aerial Map** *City of South Jordan* 







# ATTACHMENT C







DATA TABLE			
PHASE 1         59 UN           TOWNHOME LOTS         59 UN           BUILDINGS         10 BUILDINGS           PARCELS         4 PAR	ILDINGS		
	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	4.51	196,567	100%
LOT AREA	1.28	55,769	28.4%
OPEN SPACE	2.05	89,338	45.4%
LANDSCAPED COMMON SPACE	1.47	63,855	32.5%
LIMITED COMMON SPACE	0.59	25,483	0.1%
PRIVATE RIGHT-OF-WAY AREA	0.55	24,004	12,2%
PUBLIC RIGHT-OF-WAY AREA	0.63	27,456	14%
NUMBER OF GARAGE PARKING SPACES			118
NUMBER OF DRIVEWAY PARKING SPACES			118
NUMBER OF STRIPED PARKING SPACES			11
TOTAL PARKING PROVIDED			247
TOTAL PARKING REQUIRED			133
PERCENTAGE PARKING PROVIDED TO PARKIN	G REQUIRED		186%

DATA TABLE			
PHASE 2         35 Uh           TOWNHOME LOTS         35 Uh           BUILDINGS         5 BUI           PARCELS         3 PAF	LDINGS		
	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	8,65	376,804	100%
LOT AREA	0.64	27,935	7,4%
OPEN SPACE	7.23	314,745	83.5%
LANDSCAPED COMMON SPACE	6.92	301,461	80%
LIMITED COMMON SPACE	0.30	13,284	0.0%
PRIVATE RIGHT-OF-WAY AREA	0.12	5,410	1.4%
PUBLIC RIGHT-OF-WAY AREA	0.66	28,714	7.6%
NUMBER OF GARAGE PARKING SPACES			70
NUMBER OF DRIVEWAY PARKING SPACES			70
NUMBER OF STRIPED PARKING SPACES			7
TOTAL PARKING PROVIDED			147
TOTAL PARKING REQUIRED			79
PERCENTAGE PARKING PROVIDED TO PARKI	NG REQUIRED		186%

DATA TABLE			
EDGE TOWNHOME PHASE 1			
TOWNHOME LOTS         33 UN           BUILDINGS         5 BUIL           PARCELS         6 PAR	LDINGS		
	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	2.45	107,304	100%
LOT AREA	0.60	28,353	24,6%
OPEN SPACE	1.01	43,781	40.8%
LANDSCAPED COMMON SPACE	0.74	32,033	29.9%
LIMITED COMMON SPACE	0.27	11,748	0.1%
PRIVATE RIGHT-OF-WAY AREA	0.34	15,002	14%
PUBLIC RIGHT-OF-WAY AREA	0.51	22,168	20.7%
NUMBER OF GARAGE PARKING SPACES		•	66
NUMBER OF DRIVEWAY PARKING SPACES			66
NUMBER OF STRIPED PARKING SPACES			34
TOTAL PARKING PROVIDED			166
TOTAL PARKING REQUIRED			75
PERCENTAGE PARKING PROVIDED TO PARKI	NG REQUIRED		223%

EDGE TOWNHOME PHASE 2			
TOWNHOME LOTS			
BUILDINGS 2 BUIL			
PARCELS 2 PAR		SO FT	
	ACRES	SU, FT.	PERCENT
TOTAL PROJECT AREA	0.52	22,708	100%
LOT AREA	0.20	8,801	38.8%
OPEN SPACE	0.28	12,073	53.2%
LANDSCAPED COMMON SPACE	0.19	8,095	35,6%
LIMITED COMMON SPACE	0.09	3,978	0.2%
PRIVATE RIGHT-OF-WAY AREA	0.04	1,834	8.1%
PUBLIC RIGHT-OF-WAY AREA	0.00	0	0%
NUMBER OF GARAGE PARKING SPACES		•	22
NUMBER OF DRIVEWAY PARKING SPACES			22
NUMBER OF STRIPED PARKING SPACES			13
TOTAL PARKING PROVIDED			57
TOTAL PARKING REQUIRED			25
PERCENTAGE PARKING PROVIDED TO PARKIN	IG REQUIRED		228%

DATA TABLE			
EDGE CONDO A			
CONDO UNITS 14 U	MITS		
BUILDINGS 1 BU	ILDINGS		
PARCELS 1 PA	RCELS		
	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	0.43	18,645	100%
LOT AREA	0.13	5,737	30,8%
COMMON AREA	0.19	8,065	43.3%
LIMITED COMMON SPACE	0.05	2206	0.1%
PRIVATE RIGHT-OF-WAY AREA	0.11	4,843	26%
NUMBER OF GARAGE PARKING SPACES		•	10
NUMBER OF DRIVEWAY PARKING SPACES			10
NUMBER OF STRIPED PARKING SPACES			
TOTAL PARKING PROVIDED			20
TOTAL PARKING REQUIRED			37
PERCENTAGE PARKING PROVIDED TO PARK	ING REQUIRED		63%

EDGE CONDO B			
CONDO UNITS 14 UI			
BUILDINGS 1 BU			
PARCELS 1 PA	RCELS		
	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	0.35	15,365	100%
LOT AREA	0.13	5,737	37.3%
COMMON AREA	0.22	9,628	62.7%
LIMITED COMMON SPACE	0.05	2206	0.1%
PRIVATE RIGHT-OF-WAY AREA	0.00	0	0%
NUMBER OF GARAGE PARKING SPACES		•	10
NUMBER OF DRIVEWAY PARKING SPACES			10
NUMBER OF STRIPED PARKING SPACES			0
TOTAL PARKING PROVIDED			20
TOTAL PARKING REQUIRED			32

EDGE CONDO C			
CONDO UNITS 14 UN			
BUILDINGS 1 BUILDINGS 1 PARCELS 1 PAR			
	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	0.26	11,511	100%
LOT AREA	0.13	5,737	49.8%
COMMON AREA	0.13	5,774	50.2%
LIMITED COMMON SPACE	0.05	2206	0.2%
PRIVATE RIGHT-OF-WAY AREA	0.00	0	0%
NUMBER OF GARAGE PARKING SPACES			10
NUMBER OF DRIVEWAY PARKING SPACES			10
NUMBER OF STRIPED PARKING SPACES			0

EDGE CONDO D           CONDO UNITS         14 UI           BUILDINGS         1 BU           PARCELS         1 PA	LDINGS		
	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	0.49	21,351	100%
LOT AREA	0.13	5,737	26.9%
COMMON AREA	0.27	11,547	54,1%
LIMITED COMMON SPACE	0.05	2206	0.1%
PRIVATE RIGHT-OF-WAY AREA	0.09	4,067	19%
NUMBER OF GARAGE PARKING SPACES			10
NUMBER OF DRIVEWAY PARKING SPACES			10
NUMBER OF STRIPED PARKING SPACES			15
TOTAL PARKING PROVIDED			35
TOTAL PARKING REQUIRED			32

DATA TABLE			
EDGE CONDO E			
CONDO UNITS 14 UI	ats.		
BUILDINGS 1 BU	LDINGS		
PARCELS	RCELS		
	ACRES	SQ. FT.	PERCEN
TOTAL PROJECT AREA	0.54	23,505	100%
LOT AREA	0.13	5,737	24,4%
COMMON AREA	0.23	9,956	42,4%
LIMITED COMMON SPACE	0.05	2206	0.1%
PRIVATE RIGHT-OF-WAY AREA	0.18	7,812	33.2%
NUMBER OF GARAGE PARKING SPACES		•	1
NUMBER OF DRIVEWAY PARKING SPACES			1
NUMBER OF STRIPED PARKING SPACES			1
TOTAL PARKING PROVIDED			2
TOTAL PARKING REQUIRED			3
PERCENTAGE PARKING PROVIDED TO PARK	NG REQUIRED		94"

EDGE CONDO F			
CONDO UNITS 14 UP	ats.		
BUILDINGS 1 BUI			
PARCELS	RCELS		
	ACRES	SQ. FT.	PERCENT
TOTAL PROJECT AREA	0.31	13,594	100%
LOT AREA	0.13	5,737	42.2%
COMMON AREA	0.18	7,857	57.8%
LIMITED COMMON SPACE	0.05	2206	0.2%
PRIVATE RIGHT-OF-WAY AREA	0.00	0	0%
NUMBER OF GARAGE PARKING SPACES			10
NUMBER OF DRIVEWAY PARKING SPACES			10
NUMBER OF STRIPED PARKING SPACES			3
TOTAL PARKING PROVIDED			23
TOTAL PARKING REQUIRED			32



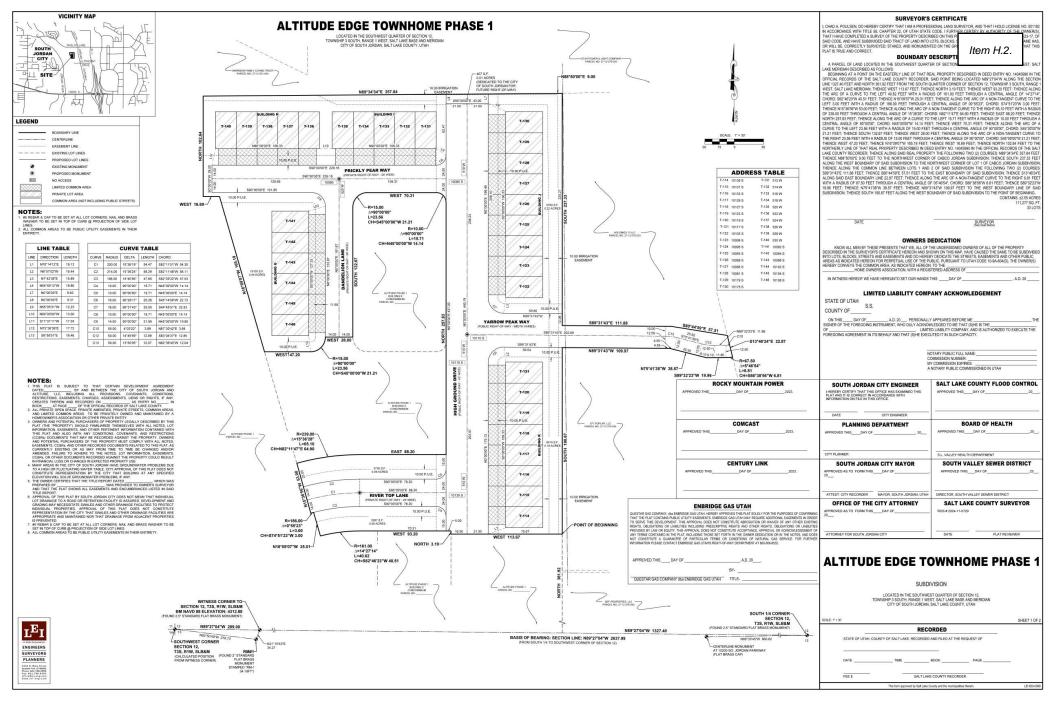
ALTITUDE SOUTH JORDAN, UTAH TABULATIONS

REVISIONS

LEI PROJECT #:
2020-0068
DRAWN BY:
BLS/MJV

GDM
SCALE:
NONE
PARTICULATION
DATE:
8/26/2025

**NOTES** 



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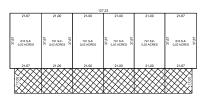
BUILDING K LOTS T-114 TO T-121

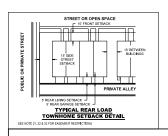


BUILDING J LOTS T-122 TO T-130

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BUILDING H & I LOTS T-131 TO T-135 & T-136 TO T-140

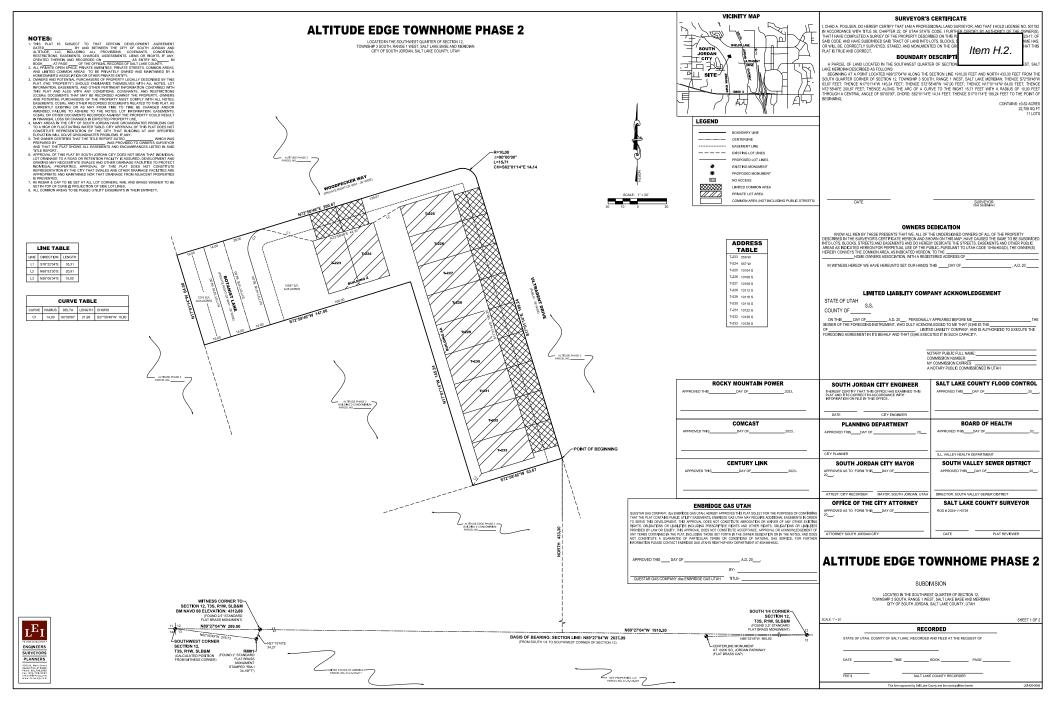


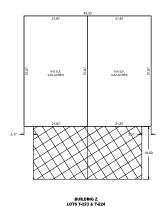


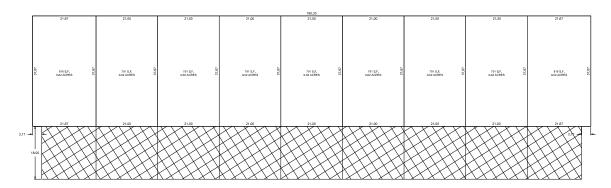
### **ALTITUDE EDGE TOWNHOME PHASE 1**

SUBDIVISION

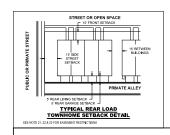
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CITY OF SOUTH JORDAN, SALT LAKE COUNTY, UTAH







BUILDING AA LOTS T-225 TO T-233

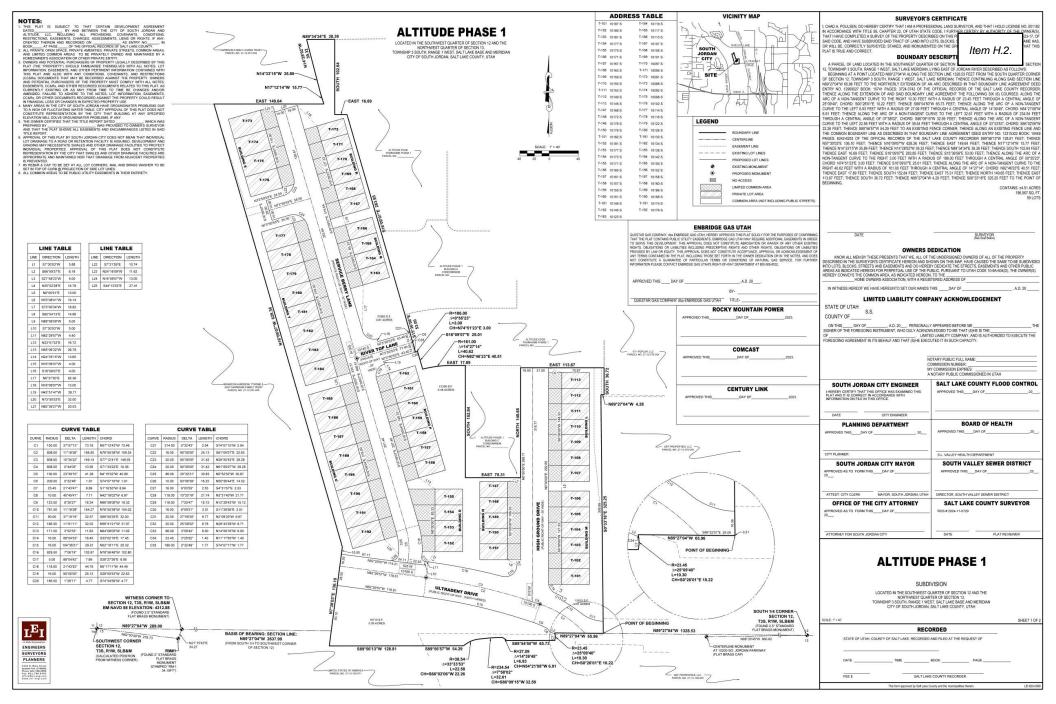


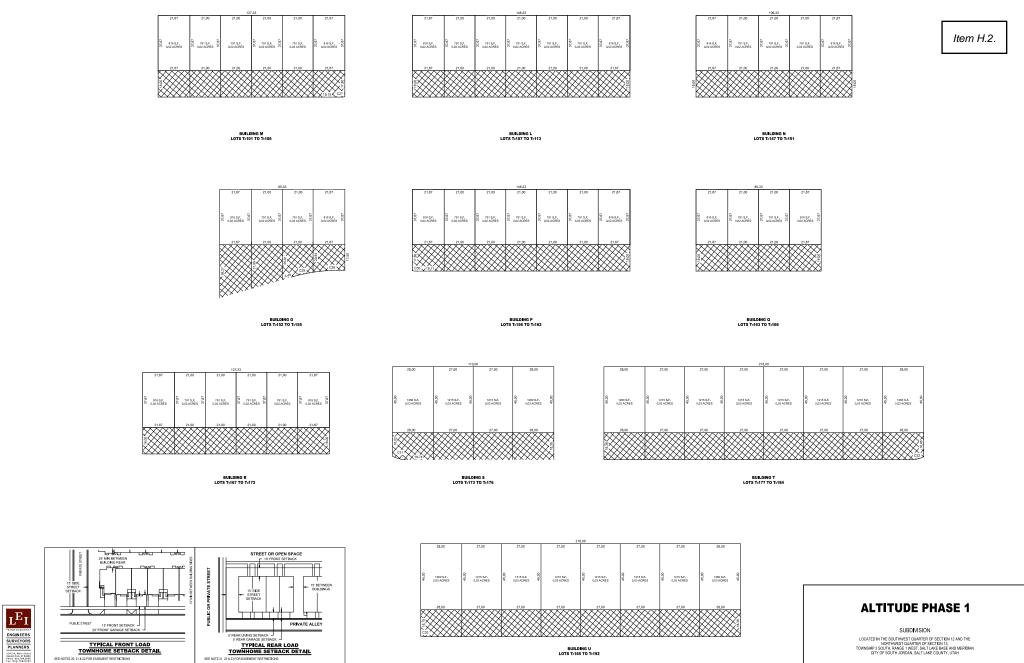
### **ALTITUDE EDGE TOWNHOME PHASE 2**

SUBDIVISION

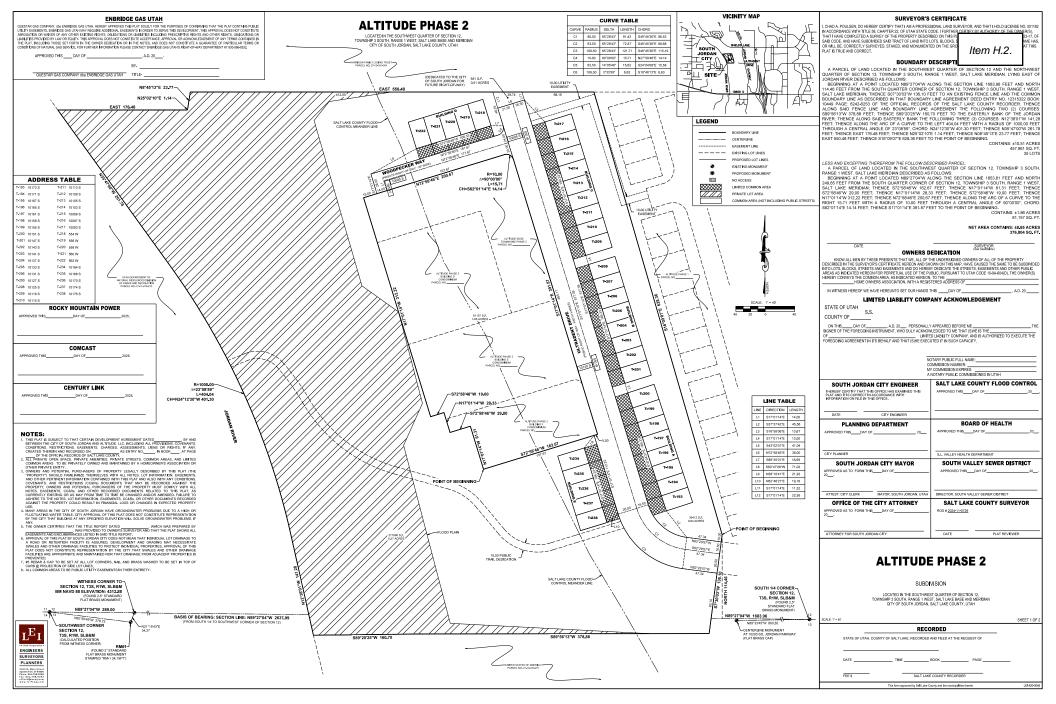
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CITY OF SOUTH JORDAN, SALT LAKE COUNTY, UTAH

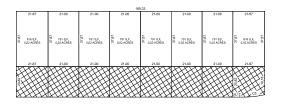


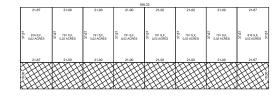


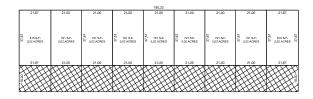


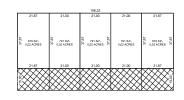
HEET 2 OF 2

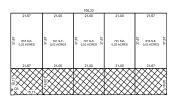




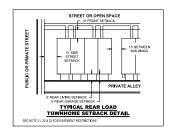








BUILDING C LOTS 239 TO 247 BUILDING D LOTS 248 TO 252 BUILDING E LOTS 294 TO 298



LET

A STAN Corporation

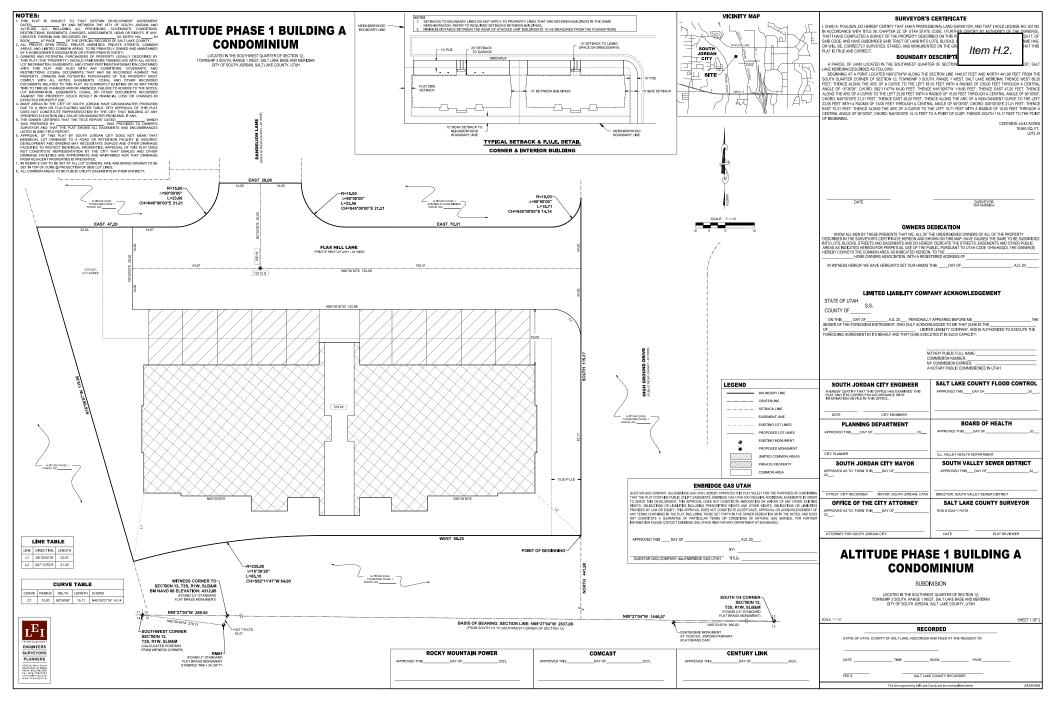
ENGINEERS
SURVEYORS
PLANNERS

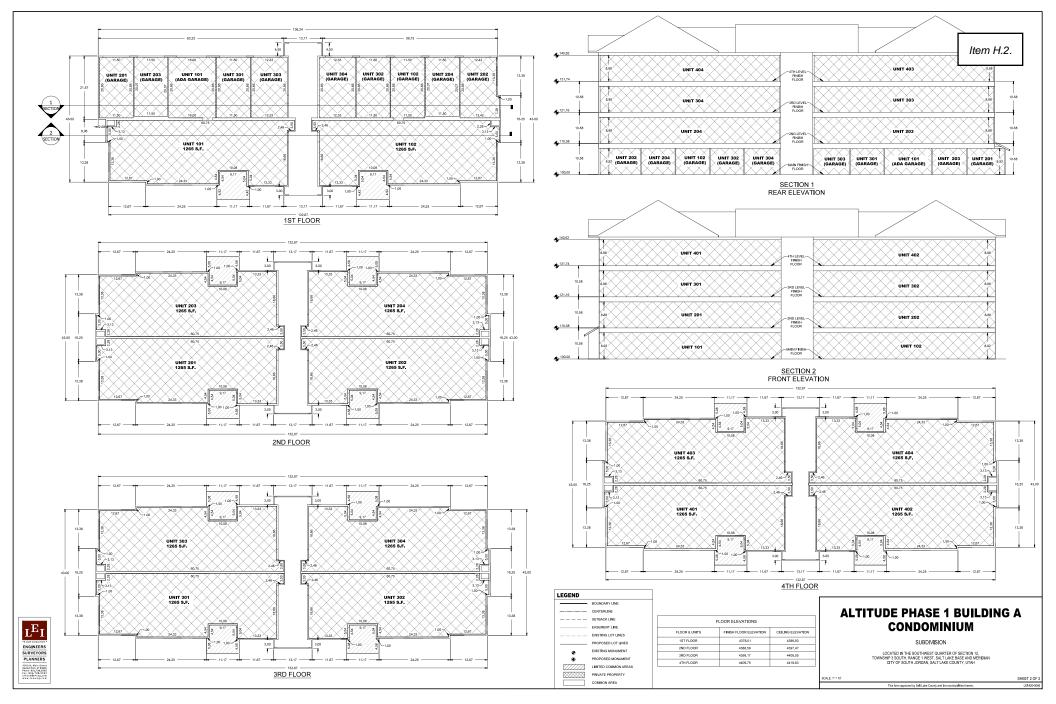
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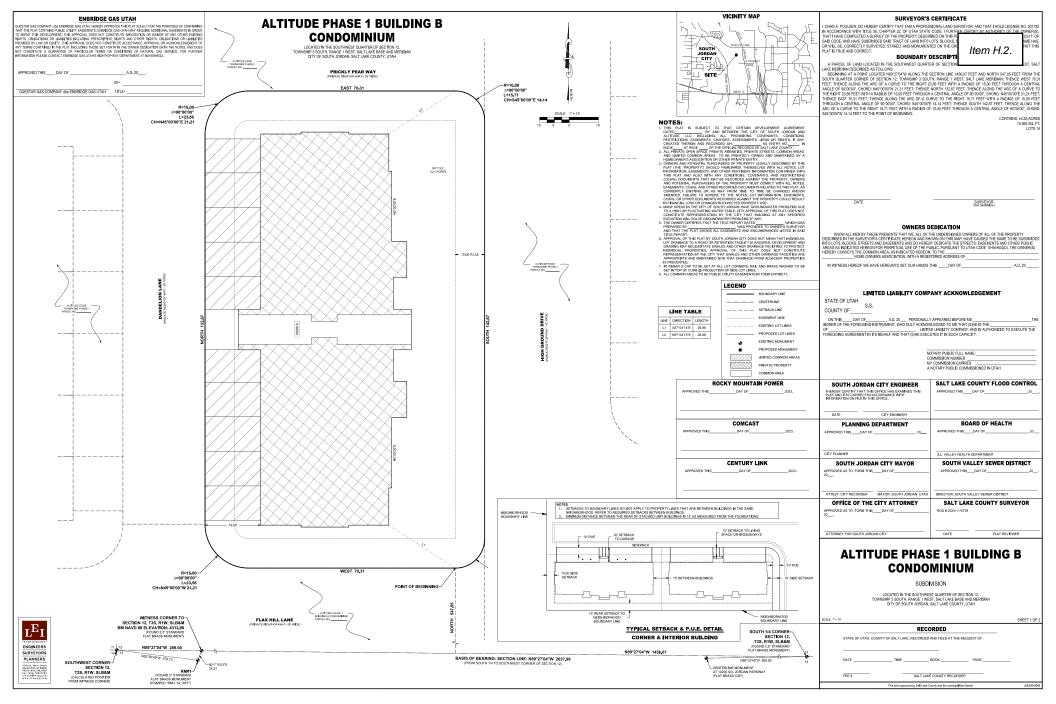
### **ALTITUDE PHASE 2**

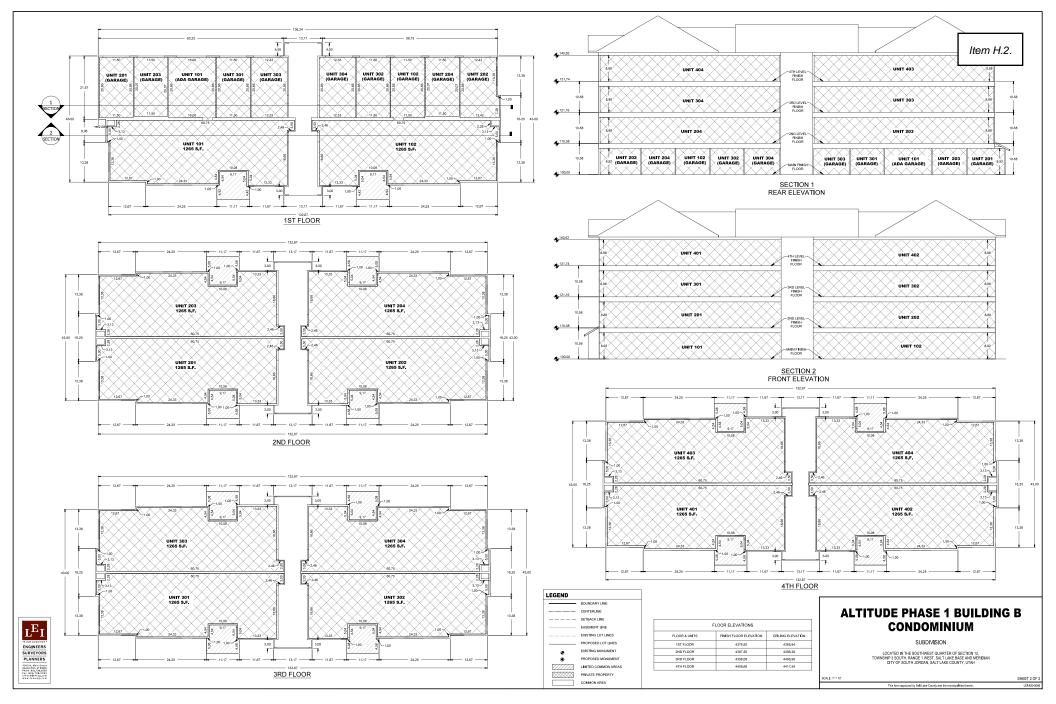
SUBDIVISION

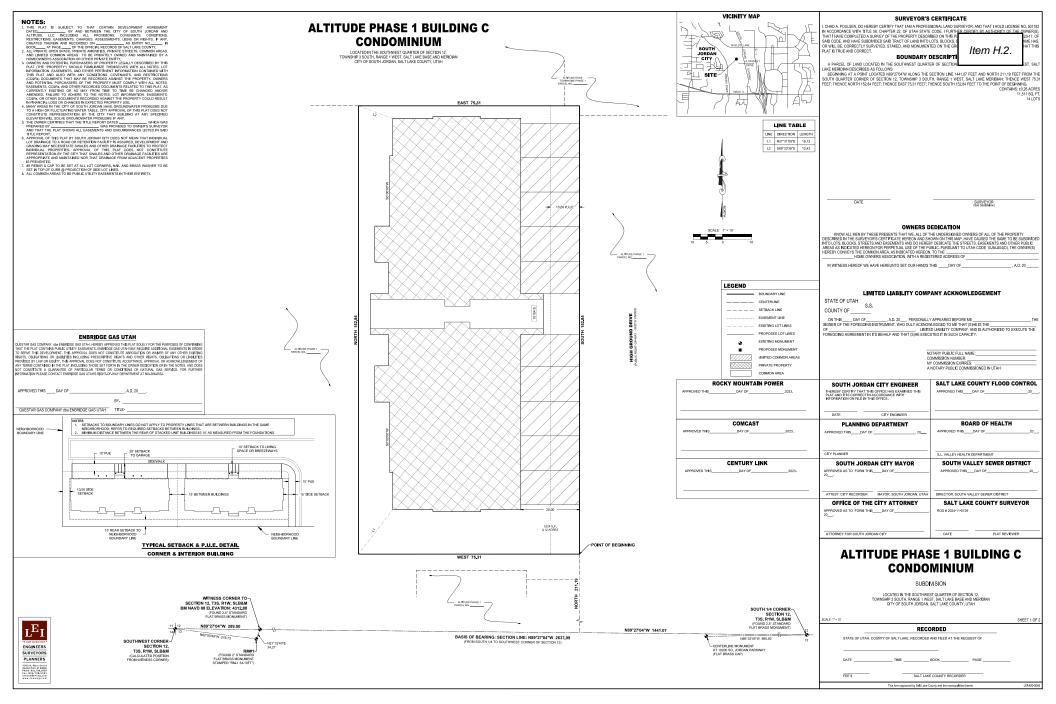
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN CITY OF SOUTH JORDAN, SALT LAKE COUNTY, UTAH

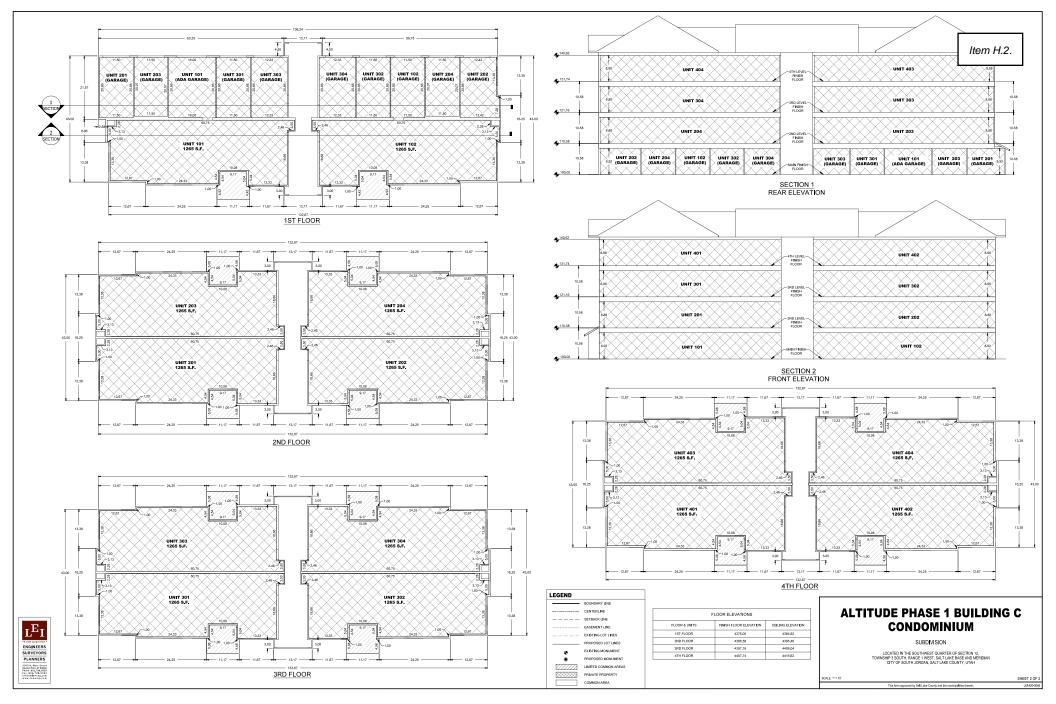


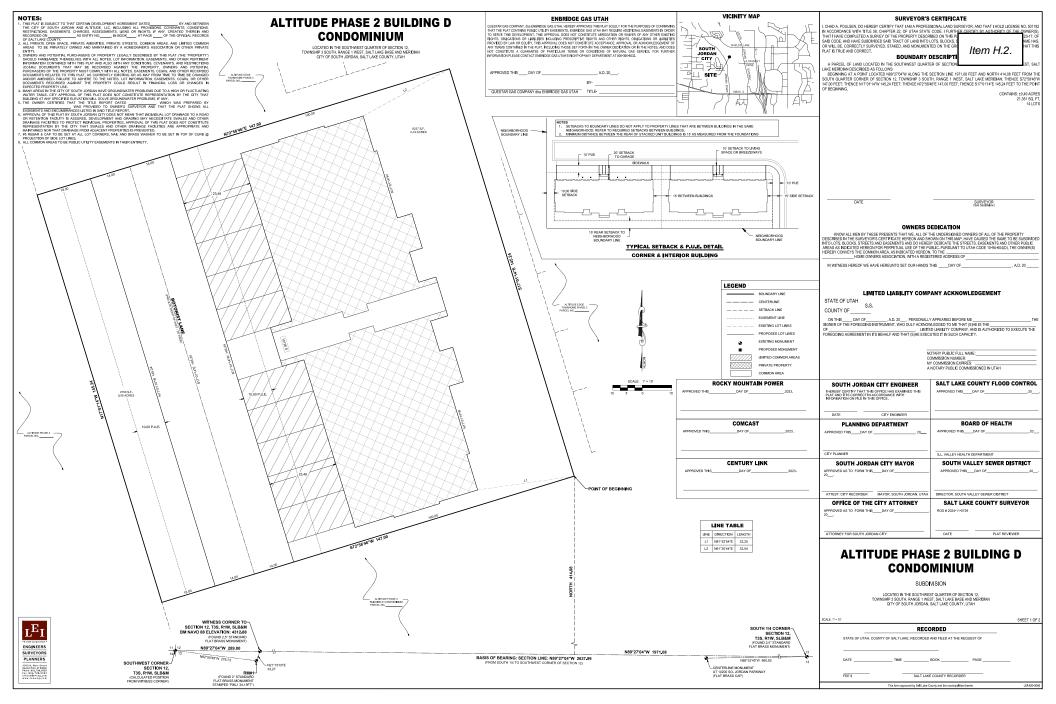


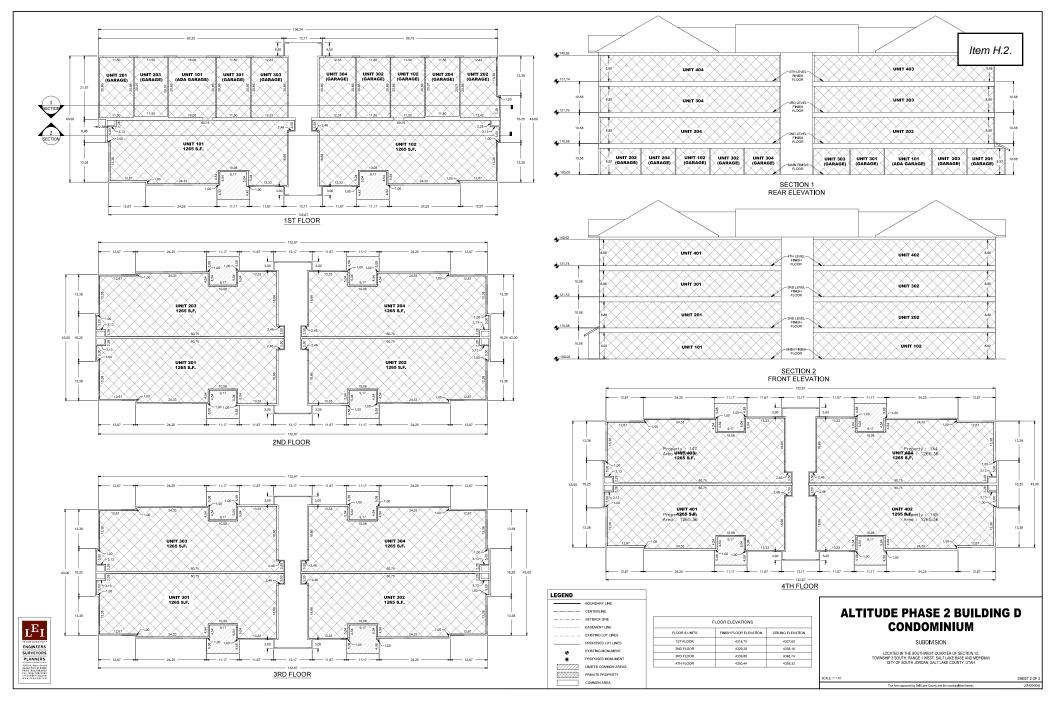


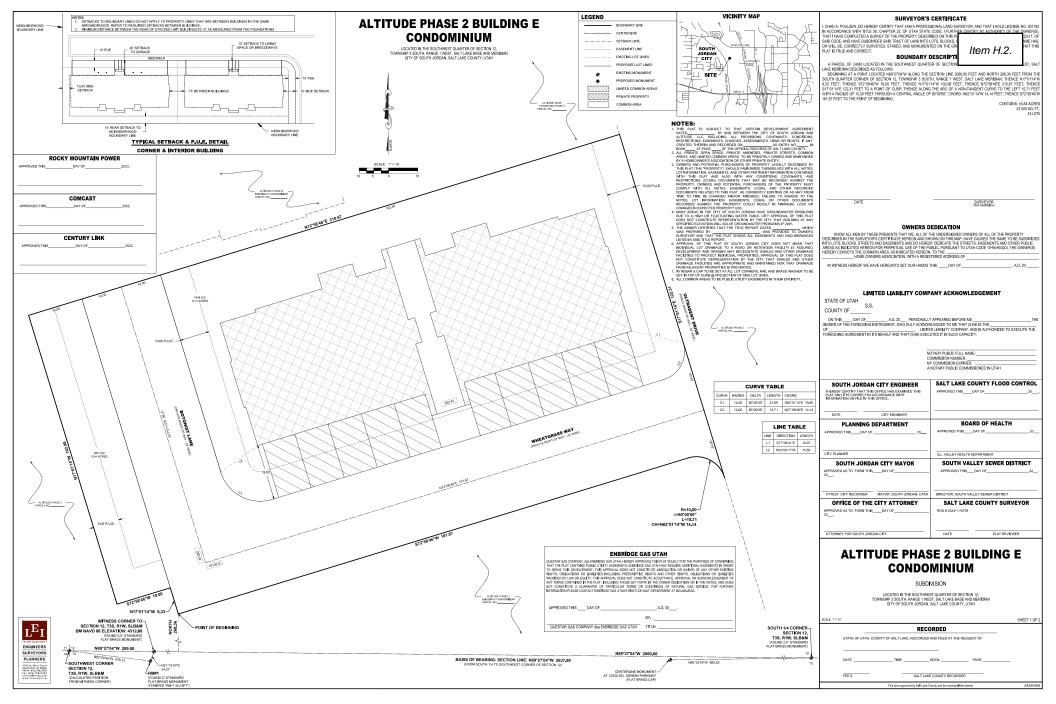


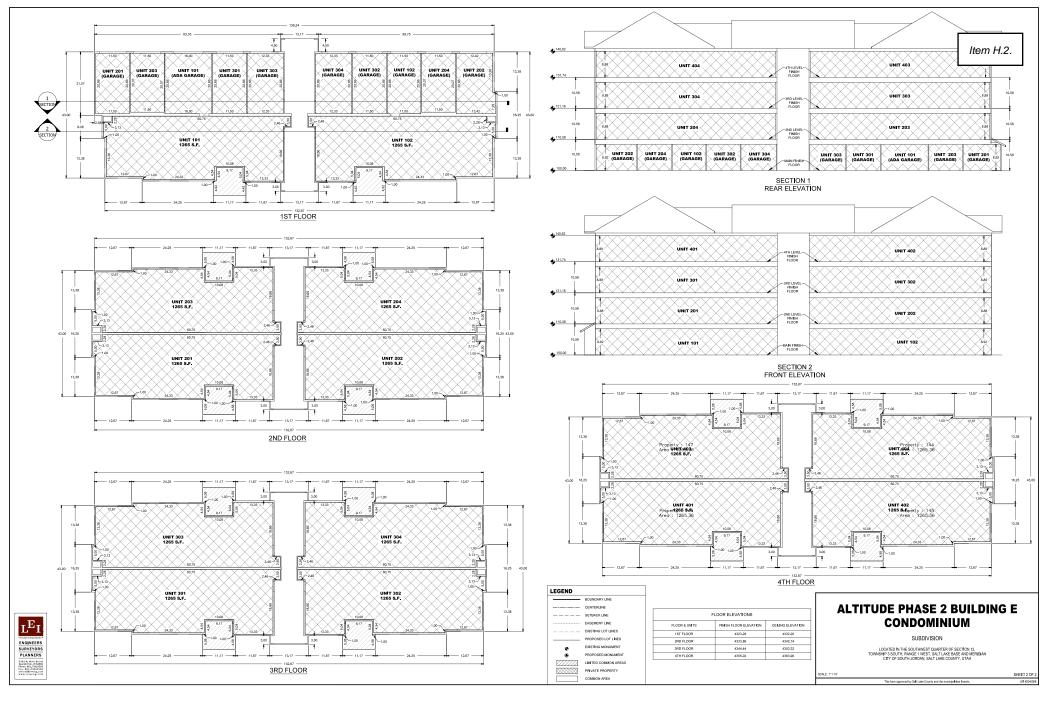


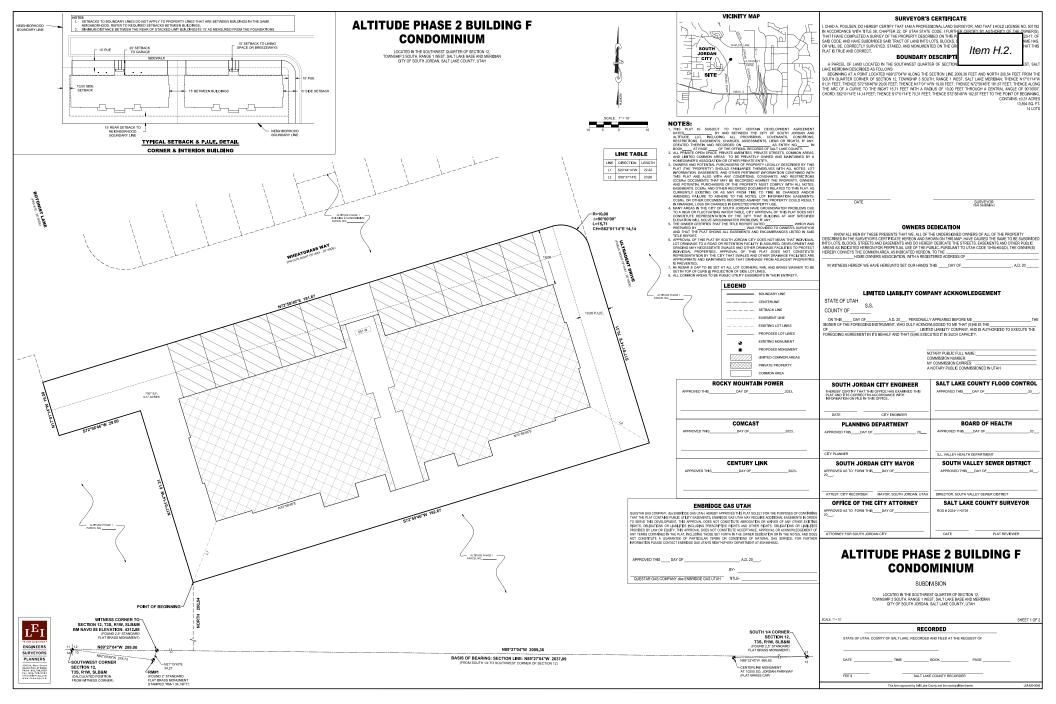


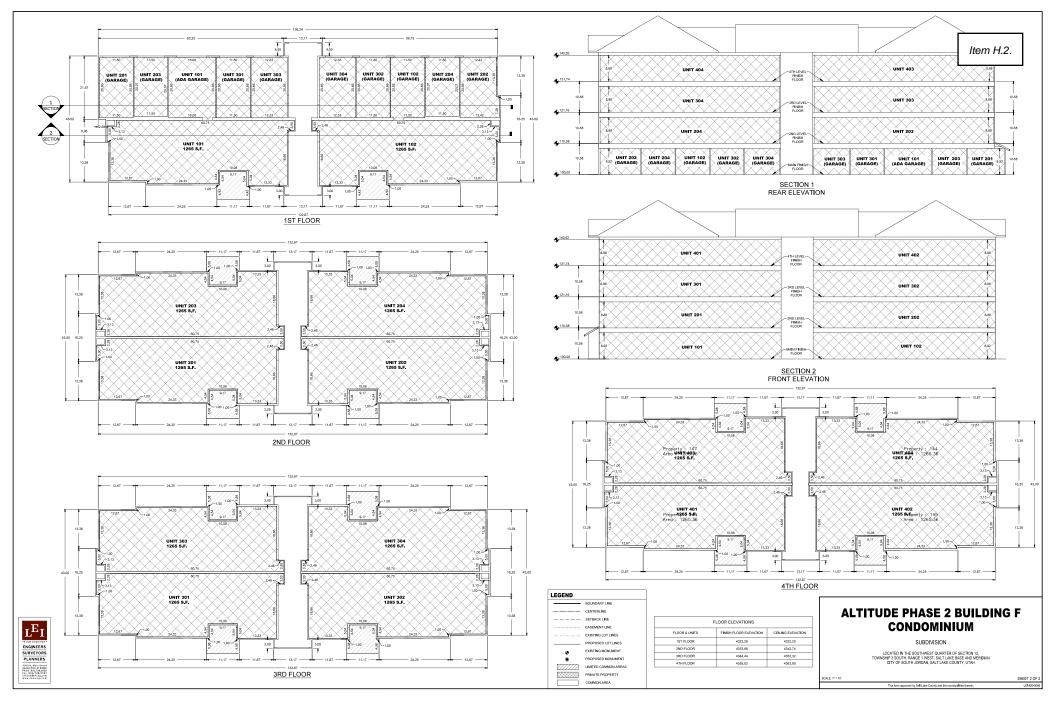












# ATTACHMENT D





# ATTACHMENT E





PLANT	LEGE	ND ::	UII. PRANT QUANUTUR ARE PROVIDED FOR CONTINUENCE ONLY, IN CASE OF DRICK UII MED BELP RUITA RUITE AUDIT CONSTITATION, OR A RANT MAINWEINACLO	EPANCY, THE DRA	ALINE HEAT THE IN	BICIDINGS) BOUPCON					
CONIFERS							DECIDUOU	S SHRUE	IS		
<del>+</del> }	CAT	17	Cedrus atlantica glauca 'Fastigiata' Columnar Blue Atlas Cedar low to moderate; 30x10; sun to part shade; 26; Utah Lake water tolerant	В & В		7	$\odot$	AA'O	54	Amelanchier almifolia 'Obelisk' TM Standing Ovation Serviceberry Sd2; 15x4; AV50; sun to part shade; 22; Utah Lake water tolerant Amelanchier hevis	5 gal
0	JS'C	15	Juniperus scopulorum 'Cologreen' Cologreen Juniper Te2, 12-17'X4-6'; AV 20; sun; z3; Utah Lake water tolerant	В & В		7	8	AL'A	9	Allegheny Serviceberry moderate; 15x15; sun to part shade; z5, Utah Lake water tolerant	5 gal
	JS'M	10	Juniperus scopulorum 'Moonglow' Moonglow Juniper Te2, 18x8; AV 20; sun; z3; Utah Lake water tolerant	В & В		7	$\odot$	AM'G	186	Aronia melanocarpa 'Ground Hug' Ground Hug Spreading Chokeberry Sd3; 14"x36"; AV28; san to part shade; 23; Utah Lake water tokrant	5 gal
	JV*T	70	Juniperus virginiana "Taylor" Taylor Eastern Redcedar Te2; low water; 30' x 3', sun, Z4; Utah Lake water tolerant	В & В		7	(+)	AM'M	67	Aronia melanocarpa 'Low Scape Mound' Low Scape Mound Chokeberry Sd3; 2x2; AV 28; sun to part shade; Z3; Utah Lake Water Tolerant	5 gal
3+5	PFV	9	Pinus flexilis 'Vanderwolf's Pyramid' Vanderwolf's Pyramid Pine Te3; 25x15; AV 176; sun; 24	B & B		7`	$\odot$	AM'S	32	Aronia melanocarpa 'SMNAMPEM' Low Scape Snowfire™ Black Chokeberry Moderate water; 3-4' x 3-4'; sun to part shade; 23;	5 gal
* 1/ *							(+)	B'BB	54	Buddleja davidii "Tobud0615" Buzz™ Sky Blue Butterfly Bush	5 gal
DECIDUOU	A'CR	13	Acer griseum 'JFS KW22AGRI' Copper Rocket Copper Rocket™ Paperbark Maple	В & В	2"Cal		$\bigcirc$	BGT	35	Betula x plettkei 'Golden Treasure' Cesky Gold® Dwarf Birch Moderate; 4'x3'; sun to part shade; 22 Buddleia davidii 'Tobud1202'	5 gal
			25'x12'; moderate water; sun to part shade; z4 Amelanchier canadensis 'Sprizam'				$\odot$	B'HR	23	Buzz <sup>TM</sup> Hot Raspberry Butterfly Bush Moderate; 4'x4'; sun; 25; Utah Lake water tolerant	5 gal
$\bigotimes$	ACS	13	Spring Glory® Canadian Serviceberry Low; 10-12x7; sun to part shade; 24; Utah Lake water tolerant	20 gal.	2"Cal		$\bigotimes$	BLC	114	Berberis thunbergii 'Concorde' Concorde Japanese Barberry Sd3; 2x2; AV 12.5; sun to part sun; 24; Utah Lake water tolerant	5 gal
$(\cdot)$	AG'A	4	Amelanchier's grandiflora 'Autumn Brilliance' Autumn Brilliance Serviceberry moderate; 20x15; part sun to shade; 24;Utah Lake water tolerant	B & B	2"Cal		$\odot$	CMF	166	Chamaebatiaria millefolium Fembush Sd0; 4x3; AV 7; sun to part sun; 24; Utah Lake water tolerant	5 gal
$\left(\cdot\right)$	AL'S	13	Amelanchier laevis 'JFS-Arb' TM Spring Flurry Serviceberry moderate; 28x20; sun to part shade; 24; Utah Lake water tolerant	В & В	2"Cal		$\bigcirc$	CSD	76	Cytisus scoparius 'SMNCSCRY' Sister Disco® Scotch Broom Low; 3'x3'; sun; 25; Utah Lake water tolerant Diervilla x 'G2X885411'	3 gal
£ }	BN'D	3	Betula nigra 'BNMTF' TM Dura Heat River Birch moderate to high; 40x35; sun; z3	В & В	2"Cal		0	D'KR	65	Kodiak® Red Diervilla Moderate to low; 3-4'x4-5'; sun to shade; z4; Utah Lake water tokerant Hibiscus syriacus 'SHIMRR38' TM	5 gal
5 Trus			Betula platyphylla `Jefpark`				+	HIK	29	Lil' Kim Red Rose of Sharon moderate; 3x3; full to part sun; z5; Utah Lake water tolerant	5 gal
+	BPP	25	Parkland Pillar Birch moderate to high; 40x8; sun; z3	B & B	2"Cal		$\odot$	HI'K	22	Hypericum x inodorum 'Kolmarest' First Editions® Red Star Hypericum	5 gal
$(\cdot)$	CV'W	3	Crataegus viridis 'Winter King' Winter King Hawthorn	B & B	2"Cal		$\odot$	PB'P	71	Prunus besseyi 'P011S' 'Pawnee Buttes' Pawnee Buttes Sand Cherry Sd1; 1.5 x 6; AV19.5; sun; z4; Potentilla fruticosa 'Fargo' Dakota Sunspot TM	5 gal
(+)	M'PF	2	Malus x 'Prainfire' Prainfire Crabapple	R & R	2ºCal		+	PFF	21	Fargo Yellow Shrubby Cinquefoil Sd2; 2-3 x3-4; AV 7; sun; z2; Utah Lake water tolerant	5 gal
		-	low; 20x20; sun; 24; Utah Lake water tolerant  Malus x 'Raspberry Spear'	545	2 (		$\bigcirc$	PV'M	9	Prunus virginiana melanocarpa Western Chokecherry 10-12x12	5 gal
(+)	M'RS	27	Raspberry Spear Crabapple low; 20x8; sun; 24; Utah Lake water tolerant	B & B	2"Cal		$\odot$	RFC	23	Rhamnus frangula 'Columnaris' Tall Hedge Buckthorn moderate; 15x4; sun; 22; Utah Lake water tolerant Rhamnus frangula 'Ron Williams' Fine Line	5 gal
$\otimes$	QS'O	1	Quercus shumardii Shumard Oak Moderate to low; 50'x40'; sun; 25; Utah Lake water tolerant	В & В	2ºCal		+	RF*R	43	Fine Line Buckthorn moderate; 7x3; full to part sun; z2; Utah Lake water tolerant Symphoricarpos x doorenbosii 'Kolmpica'	5 gal
(+)	SR'B	10	Syringa reticulata 'Bailnoe' Snowdance Tree Lilac 'Td3; 18x20; AV 314; sun; z3	B & B	2"Cal		$\odot$	SPP	226	Symphonicarpos x doorentosis 'Kompica' Pinky Promise <sup>TM</sup> Snowberry Low; 3'x3'; sun to part sun; 23; Utah Lake water tolerant Spiraca betulifolia 'Tor Gold' TM	3 gal
1			Zelkova serrata 'Green Vase'				+	SB*G	89	Glow Girl Birchleaf Spirea moderate; 3-4 x 3-4; sun to part sun; 23	5 gal
$\bigcirc$	ZS'G	4	Green Vase Zelkova Td4; 45x30; AV 490; sun; 25; Utah Lake water tolerant	B & B	2"Cal		(+)	VCK	29	Viburnum carlesii Korean Spice Viburnum low to moderate; 4-6 x 4-6; sun to part shade; 24	5 gal
Da.	Zelkova serrata 'Musashino' ZS'M 3 Musashino Zelkova B & B 2°Cal					EVERGREEN SHRUBS					
V A			Td4; 45x15; AV 490; sun; 25; Utah Lake water tolerant				(+)	BS'G	100	Buxus sempervirens 'Graham Blandy' Graham Blandy English Boxwood moderate; 9x2; Sun to part shade; 25; Utah Lake water tolerant	5 gal
							*	HP'P	95	Hesperaloe parviflora 'Perpa' TM Brakelights Red Yucca P1; 2x2; AV 7; sun; z5; Utah Lake water tolerant	5 gal

GRASSES				
S. S.	BG'B	568	Bouteloua gracilis 'Blonde Ambition' Blonde Ambition Blue Grama Tw0; 25 x 2.5; AV .75; sun; Z4; Utah Lake water tolerant	1 gal
0	CA'K	149	Calamagnostis x acutiflora 'Karl Foerster' Feather Reed Grass Tw2; 4x3; AV 7; sun; 24; Utah Lake water tolerant	1 gal
	FM'A	13	Festuca mairei Atlas Fescue low; 3x3; sun; 25; Utah Lake water tolerant	1 gal
$\odot$	HS'S	114	Helictotrichon sempervirens 'Sapphire' Blue Oat Grass Tw1; 4x2; AV 3; sun to part shade; 24; Utah Lake water tolerant	1 gal
	M'GB	137	Miscanthus sinensis 'Gold Bar' Gold Bar Maiden Grass Tw2; 5x3; AV 9; sun; z5, Utah Lake water tolerant	1 gal
	M'MI.	44	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass Tw2; 5x4; AV 32; sun to light shade; z5; Utah Lake water tolerant	2 gal
0	P'KR	31	Pennisetum orientale 'Karley Rose' Karley Rose Fountain Grass Tw2; 3x3; AV 7; sun; 25; Utah Lake water tolerant	1 gal
+	PV'C	595	Panicum virgatum PRAIRIE WINDS 'Cheyenne Sky' Cheyenne Sky Switch Grass Tw2; 3x2; AV 3; sun; 24; Utah Lake water tolerant	1 gal
PERENNIAL	S			
<u> </u>	AFC	1	Achillea filipendulina 'Coronation Gold' Coronation Gold Yarrow	1 sal
	Ar C	1	P1; 3x2; sun; z3	1 gai
$\oplus$	AN'P	71	Aster novae-angliae 'Purple Dome' Purple Dome New England Aster low to moderate; 3x2; sun; z4 Asclepias tuberosa	1 gal
$\odot$	AT'B	56	Butterfly Milkweed P1; 3x3; AV 3; sun; z4; Utah Lake water tolerant	1 gal
$\odot$	AX'M	63	Achillea x 'Moonshine' Moonshine Yarrow P1; 1.5-2; AV 3; sun; 23; Utah Lake water tolerant	1 gal
+	BM'J	135	Brunnera macrophylla 'Jack of Diamonds' Jack of Diamonds Heartleaf Brunnera low to moderate; 2x2: part shade to shade; x3	1 gal
$\oplus$	EPW	3	Echinacea purpurea "PAS702917" PowWow® Wild Berry Coneflower Moderate water; 24-36" x 12-18"; Sun to part shade; 23; Utah Lake water tolerant	1 gal
$\odot$	EU'K	45	Eriogonum umbellatum 'Kannah Creek' Kannah Creek Sulphur Flower low; 2x2; sun; 25; Utah Lake water tolerant	1 gal
*	GL'R	151	Gaura lindheimen 'Rosy Jane' Rosy Jane Gaura	1 gal
	H'DB	82	Heuchera x 'Wildberry' Dolce® Wildberry Coral Bells	1 gal
$\odot$	H'RO	54	Heuchera x 'Rave On' Rave On Coral Bells moderate; 1.5x1.5; part sun to shade; z4	1 gal
ži.	ľAV	121	Iris pallida 'Aureo Variegata' Golden Variegated Sweet Iris P3; 2x2; AV 3; sun to part sun; z3; Utah Lake water tolerant	1 gal
۵	L'RV	12	Lavandula angustifolia 'Royal Velvet' Royal Velvet English Lavender P2; 2x2; AV 3; sun; z6; Utah Lake water tolerant	1 gal
$\odot$	LA'S	6	Lavandula angustifolia 'SuperBlue' SuperBlue English Lavender low; 6-12" x 6-12" ; sun; z4 Linum perenne 'Sapphire'	1 gal
$\odot$	LPS	16	Sapphire Blue Flax P1; 2x1.5; AV 1.75; full to part sun; z3; Utah Lake water tolerant Nepeta x 'Psfike' TM	1 gal
+	N'LT	94	Little Trudy Catmint low; 1x1.5; sun to part sun; 24; Utah Lake water tolerant	1 gal
+	OF'S	10	Oenothera fremontii 'Shimmer' Shimmer Evening Primrose low; 1x1; sun to part shade; 24; Utah Lake water tolerant	1 gal
$\odot$	PS'R	9	Penstemon strictus Rocky Mountain Penstemon P2; 2.5 x 2.5; AV 4.5; sun; 4; Utah Lake water tolerant	1 gal
0	SMG	133	Sedum x 'Mr. Goodbud' Mr. Goodbud Stonecrop low; 1.5 x 1.5; sun; 23; Utah Lake water tolerant	1 gal

ROSES Rosa x 'Meimirrote' Apricot Drift® Rose Red Meidiland® Rose 2' X 6' SUCCULENTS Sunsparkler® Firecracker Stonecro Sempervivum tectorum Hen-and-Chicks SYMBOL QTY BOTANICAL / COMMON NAME GROUND COVERS Ceratostigma plumbaginoides Dwarf Plumbago low; 9-12" x 12-15"; sun to shade; 25; Utah Lake 4"pot

JTA 9/17/2025 UT24156 DAI ATT: KRISEL TRAVIS ACP ALTITUDE BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org NO. REVISION DATE KRISEL@DAIUTAH.COM XXXX XX-XX-XX 1-800-662-4111 www.bluestakes.org 801-722-9397 ULTRADENT DR. DESIGN GROUP LANDSCAPE LEGEND SOUTH JORDAN, UTAH

3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 995-2217 www.pkjdesigngroup.com

Item H.2.

LP-101

1.1 SUMMARY

- 1 STEE CONDITIONS
- 2 GUARANTEES
- 3. MAINTENANCE
- 5. FINE GRADING
- 6 LANDSCAPE EDGING
- 7. FURNISH AND INSTALLING PLANT

- 12 SITE CONDITIONS
- LEXAMINATION, REPORT SUBSTITUTE, A BID, ECCH CONTRACTOR SHALL CAREFILLY EXAMINATION. ITEMS THE CONTRACT OF COLUMNISTS, SHALL PARTY THE SHIT OF HIS BUSINESS, SHALL PALLY PARTAMENT OF CONTRACTORS AND LIGHT MYDION, A DESCRIPTION OF COLUMNISTS. THE SHALL PARTY OF COLUMNISTS AND LIGHT MYDION, AND SHALL PARTY OF THE SHALL PARTY OF COLUMNISTS. THE CONTRACTOR SHALL PROMPT IN SOMEWINESS OF CONTRACTOR SHALL PROMPT IN SOME SHALL PR
- B. PROTECTION: CONTRACTOR TO CONDUCT THE WORK IN SUCH A MANNER TO PROTECT A EXISTING UNDERGROUND UTILITIES OR STRUCTURES, CONTRACTOR TO REPAIR OR REPLACE ANY DAMAGED UTILITY OR STRUCTURE USING IDENTICAL MATERIALS TO MATCH EXISTING AT

- A BLUE STAKE / DIG LINE: WHEN DIGGING IS REQUIRED. "BLUE STAKE" OR "DIG LINE" THE WORK SITE AND IDENTIFY THE APPROXIMATE LOCATION OF ALL KNOWN UNDERGROUND UTILITIES
- AUNAUTHORIZED SUBSTITUTIONS WILL NOT BE ACCEPTED. IF PROOF IS SUBMITTED THAT SPECIFIC PLANTS OR PLANT SIZES ARE UNORTAINABLE, WRITTEN SUBSTITUTION REQUESTS WILL BE CONSIDERED FOR THE NEARST FORWARD FOR THAN OR SIZE. ALL SUBSTITUTION REQUESTS MUST BE MADE IN WRITING AND PREFERABLY BEFORE THE BID DUE DATE.
- 1.5 FINAL INSPECTION
- 1.6 LANDSCAPE SUBSTANTIAL COMPLETION
- A.A SUBSTANTIAL COMPLETION CERTIFICATE WILL ONLY BE ISSUED BY THE PROJECT REPRESENTATIVE FOR "LANDSCAPE AND IRRIGATION" IN THEIR ENTIRETY. SUBSTANT COMPLETION WILL NOT BE PROPORTIONED TO BE DESIGNATED AREAS OF A PROJECT.
- A.PLANT MATERIAL: THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL PLANTED MATERIALS II A HEALTHY AND GROWING CONDITION FOR 30 DAYS AFTER RECEIVING A LANDSCAPE SUBSTANTIAL COMPLETION AT WHICH TIME THE GUARANTEE PERIOD COMMENCES. THIS MAINTENANCE IS TO INCLUDE MOWING WEEDING CULTIVATING FERTILIZING MONITORIN WATER SCHEDULES, CONTROLLING INSECTS AND DISEASES, RE-GUYING AND STAKING, AND ALL OTHER OPERATIONS OF CARE NECESSARY FOR THE PROMOTION OF ROOT GROWTH AND PLANT PERIOD. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR FAILURE TO MONITOR WATERING OPERATIONS AND SHALL REPLACE ANY AND ALL PLANT MATERIAL THAT IS LOST DUE TO IMPROPER APPLICATION OF WATER.
- 14 GUARNITE ACUMANTEE REREID OF ONN YAR SHALL BEGIN REMINDLO OF MAINTENANCE.

  GROW AND RE HEALTH FOR THE GUARNITE PRESID ON SOT PRESS SHALL HAVE AND GROW TO ACCEPT AND THE REGIN RESTORMED AND THE RESTORMED AND
- PART II PRODUCTS
- GENERAL LANDSCAPE NOTES

### GRADING AND DRAINAGE REQUIREMENTS

- AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITH 16 PERT OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF
- · A MINIMUM OF 6° OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
- LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE.
   ESTABLISHED BY EXCAVATOR, INCLUDING BIT NOT LIMITED TO ANY MAINTENANCE, PRISERVATION, OR
   EYALGEBEATION OR SI ORSE REPRISA AND SIZEA IS.

- CENTERAL LANDSCARE NOTES

- VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
- SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LIGHTOL BY SUBSTITUTIONS ARE NECESSITY PROPOSED LANDSCAPE, CLIANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPRIOR TO LAYING SOD.
- PRIOR TO LAYING SOD.

  SHOULD THE STREEGUER ADDITIONAL TOPSOR, REFER TO SOIL TIST WHEN MATCHING FOR FOR AMATCHING SOIL IS NOT LOCATARE E, A \*\* DEFITI OF SANDY LOAM TOPSOL, DIKTED PRIOR SPREADING WITH FO SORGANIC MATTINE CO. NE. INCOMPORATED INTO THE IESSINGS SOIL. FOLLOWING DIRECTIONS SCALED TOP \*\* OF IESSITING SUBSOIL. AND INCORPORATE 5. \*\*

  FOR SPREADING WITH SOIL SPREAD RELIGIATION TOPSOL. TO RAZIO IN INSIDE GROUP AND INCORPORATE 5. \*\*

  FOR SPREADING WITH SOIL SPREAD RELIGIATION TOPSOL. TO RAZIO IN INSIDE GROUP AND INCORPORATE 5. \*\*

  FOR SPREADING WITH SOIL SPREAD RELIGIATION TOPSOL. TO RAZIO IN INSIDE GROUP STREET STRE
- EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY
  TREES LOCATED IN LAWN MUST HAVE A 46 TREE RING OF THE SAME EDGING.
- OD OLL LAWN AREAS TO RECEIVE MIN. 4° DEPTH OF QUALITY TOPSOIL B' TOPSOIL S PRESINT ON STIE, PROVIDE SOIL TEST TO DETERMENT SOIL QUALITY FOR PROFOSED HYDROSEDDING. FINE LEVEL ALL AREAS PRIOT OLL LYNENG SOID ALL LAWN AREAS SHALL BE BREAKTED THE HOW COVERAGE FOR POPULY SPILMY BELAUS AND GLARADRIVEN ROTORS. ALL DECIDIOUS AND CONFER THESE ST ANATED WITHIN SOID AREAS SHALL HAVE A TOKE FROME! DEMERTER THE REIS ROTORED ATTHE GROCKED STITL GROCKED.
- - PROJECT NUMBER PLAN INFORMATION

- 2.1 LANDSCAPE MATERIALS
- A TREE STAKING: ALL TREES SHALL BE STAKED FOR ONE YEAR WARRANTY PERIOD. ALL TREES NOT
- 22 INCH BY TWO (2) BY EIGHT (6) FOOT COMMON PINE STAKES USED AS SHOWN ON THE DETAILS. B. TREE WRAP. TREE WRAP IS NOT TO BE USED.
- C. MULCH/BOCK: SEE PLANS. ALL PLANTER BEDS TO RECEIVE A MINIMUM 3" LAYER FOR TREES SHRUBS, AND PERENNIALS AND 1" FOR GROUNDCOVERS.
- D.WEED BARRIER: DEWITT 5 OZ. WEED BARRIER FABRIC, MANUFACTURED BY DEWITT COMPANY.
- DEWITTCOMPANY COM OR APPROVED FOUND
- E. TREE, SHRUB, AND GRASS BACKFILL MIXTURE; BACKFILL MIXTURE TO BE 75% NATIVE SOIL AND 25% TOPSOIL, THOROUGHLY MIXED TOGETHER PRIOR TO PLACEMENT. F. TOPSOIL: REQUIRED FOR TURF AREAS, PLANTER BEDS AND BACKFILL MIXTURE. ACCEPTABLE
- a. PH: 5.5-7.5
- b. EC (ELECTRICAL CONDUCTIVITY): < 2.0 MMHOS PER CENTIMETER.
- # TEXTURE (PARTICLE SIZE PER UNDA SOIL CLASSIFICATION) SAND \$20% CLAY < NOG SILT \$ 0%, STONE FRAGMENTS (GRAVEL OR ANY SOIL PARTICLE GREATER THAN TWO (2) MM IN SIZE) < 5% BY VOLUME.
- H.LANDSCAPE CURB EDGING: SIX (6) INCHES BY FOUR (4) INCHES EXTRUDED CONCRETE CURB
- 2. WASHED MORTAR SAND FREE OF ORGANIC MATERIAL. Is PORTLAND CEMENT (SEE CONCRETE SPEC, BELOW FOR TYPE)
- A ONLY POTABLE WATER FOR MIXING
- LLANDSCAPE METAL EDGING: 5.5" STEEL EDGING WITH 15" DOWELS INTO THE GROUND FOR STABILIZATION
- 3.1 GRADING
- A TOPSOIL PREPARATION: GRADE PLANTING AREAS ACCORDING TO THE GRADING PLAN
- ELIMINATE UNEVEN AREAS AND LOW SPOTS. PROVIDE FOR PROPER GRADING AND DRAINAGE
- C COMPACTION: COMPACTION UNDER HARD SURFACE AREAS (ASPHALT PATHS AND CONCRETE SURFACES) SHALL BE NINETY-FIVE 95 PERCENT, COMPACTION UNDER PLANTING AREAS SHALL BE BETWEEN EIGHTY-FIVE (85) AND NINETY (90) PERCENT.

- B. THE FINISH GRADE OF THE TOPSOIL ADIACENT TO ALL SIDEWALKS, MOW-STRIPS, ETC. PRIOR TO THE LAYING OF SOD, SHALL BE SET SUCH THAT THE CROWN OF THE GRASS SHALL BE AT THE SAME LEVEL AS THE ADJACENT CONCRETE OR HARD SURFACE, NO EXCEPTIONS.
- A REVIEW THE EXACT LOCATIONS OF ALL TREES AND SHRUBS WITH THE PROJECT REPRESENTATIVE FOR APPROVAL PRIOR TO THE DETAILS ON THE
- B. WATER PLANTS IMMEDIATELY UPON ARRIVAL AT THE SITE. MAINTAIN IN MOIST CONDITION C. BEFORE PLANTING, LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. DO NOT PLACE
- D. THE TREE PLANTING HOLE SHOULD BE THE SAME DEPTH AS THE ROOT BALL, AND TWO TIMES THE DIAMETER OF THE ROOT BALL. E TREES MUST BE PLACED ON UNDISTURBED SOIL AT THE BOTTOM OF THE PLANTING HOLE.
- OF FINISH GRADE, 1" TO 2" ABOVE THE BASE OF THE TRUNK FLARE, USING THE TOP OF THE ROOT BALL AS A GUIDE. G PLANT IMMEDIATELY AFTER REMOVAL OF CONTAINER FOR CONTAINER PLANTS.
- HISET TREE ON SOIL AND REMOVE ALL BURLAP WIRE BASKETS TWINE WRAPPINGS ETC REFORE INCHES BEFORE ADDING OF OF WHEE PERE TOPSOR, WITH HIGH ORGANIC MATTER FINE LEYER, ALBEIS PROME TO INTRODUCEDING AND SET THE GRADH FOR POSTITUE DEMANGE. TOPSON, SHORELD BILLSOFF AT THE OF APPLICATION, FRETRILIZER IS TO BE, ADDED WHEN HYDROSELDENG, REFER TO SOIL TEST RESIZED AND HYDROSELDING ON THE TOPSON SHORE TO SOIL THE TEST AND HYDROSELDING ON THE AUTOMATION FOR A PRICATION RATE OF THE AUTOMATION FOR A PRICATION FOR THE AUTOMATION FOR A PRICATION FOR THE AUTOMATION FOR A THEORY AND THE AUTOMATION FOR A PRICATION FOR THE AUTOMATION FOR A PRICATION FOR THE AUTOMATION FOR AUTOMATICATION FOR AUTOM

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APPLICATION: HYDROSEEDING SHALL CONSIST OF SEED, TACKIFIER WOOD FIBER MULCH AND

OWED CONTROL AND MAINTENANCE MANAGEMENT WEED ON THE IS BEQUIED TO REDUCE A SECURISH TO REDUCE A SECURISH THE RESULT OF THE RESUL

- BEGINNING AND BACKFILLING OPERATIONS. DO NOT USE PLANTING STOCK IF THE BALL I CRACKED OR BROKEN BEFORE OR DURING PLANTING OPERATION. I. APPLY VITAMIN B-1 ROOT STIMULATOR AT THE RATE OF ONE (1) TABLESPOON PER GALLOI
- K-THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWICK AND BRAINCHES, ALL CUTS, SCARS, AND BRUISES SHALL BE PROPERLY TREATED ACCORDING TO THE DEFEND OF STHE PROJECT REPRESENTATIVE. PROPER PRUNING THE TECHNIQUES SHALL BE USED DO INCICTION OF THE PROJECT REPRESENTATIVE. PROPER BRANCH. TECHNIQUES SHALL BE USED TO THE DEFEND
- IMPROPER PRUNING SHALL BE CAUSE FOR REJECTION OF THE PLANT MATERIAL. PREPARE A WATERING CIRCLE OF 2 DIAMETER AROUND THE TRUNK. FOR CONIFERS, EXTEND
  THE WATERING WELL TO THE DRIP LINE OF THE TREE CANOPY, PLACE MILEH AROUND THE
- 4. TURF SOD LAYING
- TOP SOUL ASSENDANCES PROOF TO LATING SOUL ASSENDANCES FEET TOPSOIL AT A RATE OF FULLY AND INCORPORATED INTO THE UPPER FOUR () INCHES OF THE TOPSOIL AT A RATE OF FULLY FUNDINGS OF INTROCES PER ONE THOUSAND (),000 SQUARE FEET. ADJEST FERTILIZATION MIXTURE AND RATE OF APPLICATION AS NEEDED TO MEET RECOMMENDATIONS GIVEN BY TOPSOIL ANALYSIS. INCLUDE OTHER AMENDMENTS AS REQUIRED.
- B. FERTILIZATION: THREE WEEKS AFTER SOD PLACEMENT FERTILIZE THE TURF AT A RATE OF
- ANALYSIS.

  COOL AND ALLARIER TY AND CONSTRUCTORS ON TO THE DETERMENT THE SETTE ACCORDANGE AND THE SECONDARY OF THE SECONDARY BE USED, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPORT SUCH TO THE PROJECT REPRESENTATIVE PRIOR TO COMMENCING THE WORK.
- E.SOD SHALL BE TAMPED LIGHTLY AS EACH PIECE IS SET TO ENSURE THAT GOOD CONTACT I LEVEL, SOD LAID ON ANY SLOPED AREAS SHALL BE ANCHORED WITH WOODEN DOWELS OR OTHER MATERIALS WHICH ARE ACCEPTED BY THE GRASS SOD INDUSTRY.
- F. SOD SHALL BE ROLLED WITH A ROLLER THAT IS AT LEAST 50% FULL IMMEDIATELY AFTER INSTALLATION TO ENSURE THE FULL CONTACT WITH SOIL IS MADE.
- G.APPLY WATER DIRECTLY AFTER LAYING SOD, RAINFALL IS NOT ACCEPTABLE.
- H-WATERING OF THE SOD SHALL BE THE COMPLETE RESPONSIBILITY OF THE CONTRACTOR BY WHATEVER MEANS NECESSARY TO ESTABLISH THE SOD IN AN ACCEPTABLE MANNER TO THE END OF THE MAINTENANCE PERIOD. IF AN IRRIGATION SYSTEM IS IN PLACE ON THE SITE, BUT FOR WHATEVER REASON, WATER IS NOT AVAILABLE IN THE SYSTEM. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO WATER THE SOD BY WHATEVER MEANS, UNTIL THE SOD IS ACCEPTE BY THE PROJECT REPRESENTATIVE.
- 1. DROYECTION OF THE NEWLY LAID SOD SHALL BE THE COMBLETE RESPONSIBILITY OF THE CONTRACTOR THE CONTRACTOR SHALL PROVIDE ACCEPTABLE VISUAL BARRIERS, TO INCLUDE BARRICADES SET APPROPRIATE DISTANCES WITH STRINGS OR TAPES BETWEEN BARRIERS, AS AT NDICATION OF NEW WORK. THE CONTRACTOR IS TO RESTORE ANY DAMAGED AREAS CA BY OTHERS (INCLUDING VEHICULAR TRAFFIC), EROSION, ETC. UNTIL SUCH TIME AS THE LAWN I
- ACCEPTED BY THE OWNER. ALL SOD THAT HAS NOT BEEN LAID WITHIN 24 HOURS SHALL BE DEEMED UNACCEPTABLE / WILL BE REMOVED FROM THE SITE.
- A FOR THE HEALTH OF THE SOIL AND THE MICROORGANISMS WEED BARRIER IS NO RECOMMENDED. IF USE IS REQUIRED OR REQUESTED, DO NOT PLACE IN ANNUAL OR GRASS
- C.OVERLAP ROWS OF FABRIC MIN. 6" D.STABLE FABRIC EDGES AND OVERLAPS TO GROUND.
- END OF SECTION

- DIRECTORS, PARTY MICHAEL OF THE TOTAL THE OFFICE OF THE TOTAL OF THE ANALYSIS AND THE ALL MICHAEL OF THE ANALYSIS AND ANALYSIS ANALYSIS AND THE ANALYSIS ANALYSIS ANALYSIS AND THE ANALYSIS ANALYSIS AND THE ANALYSIS ANALYSIS AND THE ANALYSIS ANALYSIS AND THE ANALYSIS ANA
- O BY USING TREFLAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAMS SENIOR PROGRAMS TO ORNORE.
  O ANNUAL RAINFOR AREA AS SENIOR PROGRAMS TO GROBER OF A SENIOR AND MATERIAL, ONE MALLE, NO MELICISMAL BEFFACED WITHOUT 2" OF THEIR TRENKS AND 6" WITHIN BASE. O AND PREINSMALS DO NOT COVER LOW BRANCIES OF SHURE WITH DOS SHURE WITH DESTROYED.
- - SEARCH STORY CITY, NOT ALL SHOTT, NOT SEED AMERICA CONCESSOR OF CORNEL ALEXA, SEED ALEXA, SEED ALEXA, SEED ALEXA, SEED AMERICA, SEED ALEXA, SEED AMERICA, SE

### GENERAL IRRIGATION NOTES

- NSTALLER RESPONSIBILITIES AND LIABILITIES
- THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPS CONTRACTOR IS REQUERED TO USE TRADES/ONELENCE FOR BRITARINATION, OWNER ASSEMES NO LABBLITIES FOR ANADQUATE ESONEEDING CALLEATIONS, AND RECURRENT PRODUCT DEFECTS, INSTALLATION OR NAY LANDSCAPPING AND COMPONENTS, OR TIME EXPECTION.
- SSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND ACTION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND

### HYDROSEEDING ON A SLOPE

PROPER GROUND PREPARATION IS NECESSARY FOR SUCCESS IN HYDROSEEDING

- CON TEST SON EOD ADECUATE EEDTH ITV ANY WEEDS CHIDDENTLY ON THE SITE SHALL BE DEMOVED AND TED SOIL SHALL BE SCARIFIED TO A DEPTH OF 18 INCHES BEFORE ADDING 6" OF WEED FREE TOPSOIL VI GANIC MATTER. TOPSOIL SHOULD BE SOFT AT TIME OF APPLICATION, FERTILIZER IS TO BE ADDED WHEN
- HYDROSEEDING. REFER TO SOIL TEST RESULTS AND HYDROSEEDING CONTRACTOR FOR APPLICATION RATES MEDIA SHOULD BE APPLIED BY HYDROSEEDER AT 3500 LBS/ACRE WITH SEED AND FERTILIZER PRIOR TO THE APPLICATION OF WOOD MULCH (2000 LBS/ACRE) COMBINED WITH THE TACKIFIER (50-100 LBS/ACRE)
- SLOPE STABILIZATION IS REQUIRED ON ANY SLOPE GREATER THAN 3:1. USE EROSION CONTROL BLANKET FROM
- APPLY EROSION CONTROL BLANKET AFTER SOIL PREPARATION AND BEFORE HYDROSEEDING.

### **SITE REQUIREMENT CALCULATIONS**

EXCLUDING WETLAND AREA: 219,759 SF PLANT COVERAGE 1 TREE FOR EVERY 1000 SO. FT OF LANDSCAPING

30% OF TREES MUST BE EVERGREEN

99.955 SF (50.7%)

5.412 sf

627 IE

RIPARIAN MIX (WET AND DRY PERIODS) 0.2 LBS BALTIC RUSH 0.2 LBS TORREY'S RUSH\* 1.75 LBS MEADOW SEDGE

> 2.0 LBSWESTERN WHEATGRASS 20 LBS STREAMBANK WHEATGRASS

SEE SUMMIT SEED. DARRELL@SUMMITSEEDING.COM 435-709-8003. REFER TO SEED LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.





# 1/4" CHIP WASHED SQUEEGY ZEN GARDEN SAND

9-02 ANOVA BENCH INF24L6T 19in. H x 24in. W x 72in. L. Thermory. Frame: Sage Gloss

SITE MATERIALS LEGEND ONLY STEMALISE DESCRIPTION AND PROPERTIES AN

HYDROSEED AT 15 LBS/ACRE. DRILL SEED AT 10 LBS/ACRE 1.75 LBS TUFTED HAIRGRASS 2.45 LBS INLAND SALTCRASS 1.75 LBS ALKALIGRASS

2.9 LBS GREAT BASIN WILDRYE

3 FOOT ROUND, SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501. BOULDERS, DECORATIVE

5 FOOT ROUND, SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501. 6" CONCRETE MOW CURB

SEE DETAIL SHEET FOR ADDITIONAL INFORMATION. SHEET LP-501.



SITE MATERIALS LEGEND COUNTY OF THE MATERIALS LEGEND COUNTY OF THE MATERIAL AND PROPERTY OF THE CONTROL OF THE MATERIAL PROPERTY OF THE MATERIAL P

[2:03] CONCRETE CORNHOLE BOARDS- TO BE PRO

2-04 CONCRETE PING PONG TABLE- TO BE PRO

ENDURATURE SODDED LAWN AREA.

FURTHER INFORMATION SHEET LP-101

1.75 LBS SANDBERG BLUEGRASS 5%

3.50 LBS SLENDER WHEATGRASS 10%

3.50 LBS PERENNIAL RYEGRASS 109

1" MINUS TAN CRUSHED ROCK

1" MINUS GREV CRUSHED ROCK

2-4" BROWN CRUSHED ROCK

4-6" GREY COBBLE ROCK

FLAGSTONECHIPS.COM 801-210-1449

BASE. SEE ROCKUTAH.COM

2.0 LBS NEBRASKA SEDGE

2 LBS TORREY'S RUSH 2.0 LBS AMERICAN SLOUGHGRASS 2.0 LBS AMERICAN MANNAGRASS

0.2 LBS BALTIC RUSH

2.0 LBS ALKALIGRASS 1.4 LBS OLNEY THREESOUARE

0.2 LBS CATTAILS

5.25 LBS CRESTED WHEATGRASS 15%

5.25 LBS INTERMEDIATE WHEATGRASS 15%

3.50 LBS ANNUAL RYEGRASS 10%

3.50 LBS SHEEP FESCUE10% 3.50 LBS STANDARD CRESTED WHEATGRASS 10%

SOIL PEP MULCH

NON-IRRIGATED REVEGETATION SEED MIX HYDROSEED WITH PLS (PURE LIVE SEED) AT 35LBS/ACRE

[3-02] INSTALL DECOMPOSED GRANITE 4" DEPTH WITH STABILIZER TOP COAT

LAWN AREAS SHALL BE SOD NEW TURE AREAS TO BE SODDED WITH

SOD LANDSCAPE NOTES FOR FURTHER INFORMATION, SHEET LP-101.

DROUGHT TOLERANT KENTUCKY BLUE GRASS OR APPROVED EQUAL. SEE

LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH THE

EQUAL, CONTACT NUMBER 208-888-3760. SEE SOD LANDSCAPE NOTES FOR

SEE SUMMIT SEED. DARRELL@SUMMITSEEDING COM 435-709-8003. REFER TO

SEE ORGANIC MULCH LANDSCAPING NOTES FOR MORE INFORMATION.

SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL.

SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL.

SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL.

SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL

SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL.

FOR PATHWAY, INSTALL DEWITT 50Z WEED BARRIER UNDER ROAD BASE

DO NOT COMPACT FLAGSTONE CHIPS, WATER WITH A LIGHT SPRAY. SEE

PROVIDE 3" DEPTH CHAT OVER 3" COMPACTED ROAD BASE FOR PATHWAY

OR APPROVED EOUAL INSTALL DEWITT 50Z WEED BARRIER UNDER ROAD

SEE SUMMIT SEED. DARRELL@SUMMITSEEDING.COM 435-709-8003. REFER TO

SEED LANDSCAPE NOTES FOR FURTHER INFORMATION. SHEET LP-101.

MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION, SHEET LP-101.

PROVIDE 6" DEPTH OF ROCK MULCH TOP DRESSING, SEE INORGANIC

3 /4" MINUS ELACSTONE CHIPS FOR PATH, TAN AND ROSE PROVIDE 3" DEPTH FLAGSTONE CHIPS OVER 3" COMPACTED ROAD BASE

TRAVERTINE HONEVCOMB CHAT, RROWN / TAN COLOR

WETLAND MIX (PERMANENTLY INUNDATED) HYDROSEED WITH PLS (PURE LIVE SEED) AT 10 LBS PER AGRE

PROVIDE 4" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC

MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.

MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION, SHEET LP-101.

PROVIDE 4" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC

MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.

PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING, SEE INORGANIC

MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.

PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING, SEE INORGANIC

TURF COMPANY ENDURATURF SOD. SEE TURFCOMPANY.COM OR APPROVED

QTY

Item H.2.

SYMBOL CODE DESCRIPTION

3-01 CONCRETE PAD

SODDED LAWN AREA

LP-102

**ALTITUDE** ULTRADENT DR. SOUTH JORDAN, UTAH

DAI ATT: KRISEL TRAVIS KRISEL@DAIUTAH.COM 801-722-9397

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS

DESIGN GROUP 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 995-2217

www.pkjdesigngroup.com

JTA ACP PLOT DATE: 9/17/2025 CITY PERMIT SET

9/17/2025 NO PEVISION YYYY

UT24156

DATE XX-XX-XX

BLUE STAKES OF UTAH 1-800-662-4111

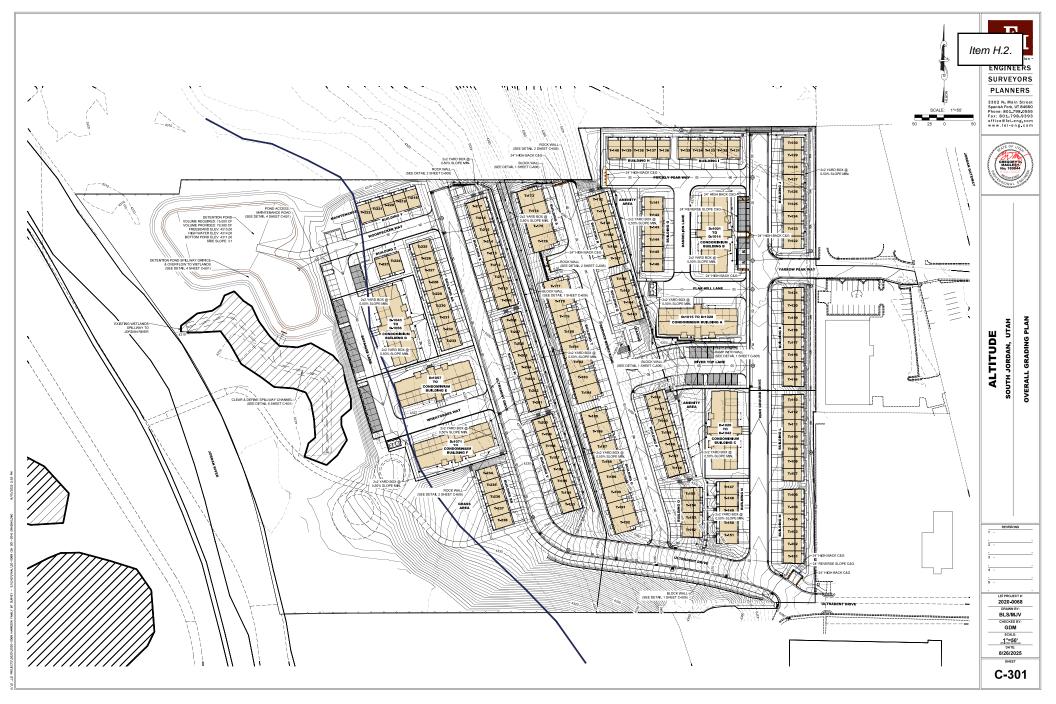
# ATTACHMENT F





# ATTACHMENT G







### **RESOLUTION R2025 - 12**

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

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

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

WHEREAS, the Developer Altitude, LLC. now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property approximately located at 500 West Ultradent Drive, South Jordan, Utah (the "Property"); and

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

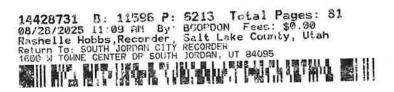
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

<u>SECTION 1</u>. 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 potion 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 T ON THIS 15 DAY OF JULY	THE CITY OF SOUTH JORDA , 2025 BY THE FOLLOWING	
. 3	YES NO ABSTAIN	ABSENT
Patrick Harris Kathie Johnson Donald Shelton Tamara Zander Jason McGuire	X	
Mayor: Dawn R. Ramsey	Attest: City Recorder	ston
Approved as to form:		
Office of the City Attorney	CORPORATE SEAL	

## **EXHIBIT 1**

(Development Agreement)

## WHEN RECORDED, RETURN TO:

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

### **DEVELOPMENT AGREEMENT**

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

## **RECITALS**

- A. Developer owns an option to purchase 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, which is owned by Brandon Harrison, Trustee of the Brandon Val Harrison Trust dated the 3<sup>rd</sup> day of October 2012, Gregory Harrison, Trustee of the Gregory Alton Harison Trust dated the 3<sup>rd</sup> day of October 2012, and Todd Harrison, Trustee of the Todd Harrison Trust dated the 3<sup>rd</sup> day of October 2012, each having a one-third interest as tenants in common and which is more specifically described in attached Exhibit A (the "Property").
- B. Developer intends to develop the Property consistent with the Concept Plan attached hereto as Exhibit B (the "Concept Plan"). The development of the Property as proposed on the Concept Plan is generally referred to as the "Project."
- C. The City, acting pursuant to its authority under the Land Use Development and Management Act (as codified in Utah Code Ann. § 10-9a-102(2) et seq., hereafter the "Act") and the South Jordan City Municipal Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined that this Agreement is necessary and appropriate for the use and development of the Property within the City.
- D. The Property is currently subject to the Planning and Land Use Ordinance of the City and is within the City's A-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 <a href="Exhibit C">Exhibit C</a>) and further and subsequently rezoned and made subject to a Planned Development Floating Zone (the "PD Zone" with applicable provisions attached hereto as <a href="Exhibit D">Exhibit D</a>). The PD-Zone for the Property shall be referred to herein as the "Altitude-PD Zone."
- F. The Parties acknowledge that the purpose of the PD Zone is "to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the city council."

- G. The Parties acknowledge that development in the PD Zone requires a development agreement specific to each area zoned as a PD Zone.
- H. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to City, individually and collectively, in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.
- I. The City has determined that the proposed development contains features which advance the policies, goals, and objectives of the City's General Plan; preserve and maintain the open and sustainable atmosphere desired by the citizens of the City; contribute to capital improvements which substantially benefit the City; and will result in planning and economic benefits to the City and its citizens.
- J. This Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution R2025-12 a copy of which is attached as <a href="Exhibit E">Exhibit E</a>.
- 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. <u>Enforceability</u>. 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. <u>Conflicting Terms</u>. 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.

## Developer Obligations.

- 5.1. **Uses**. Developer shall develop and use the Property to develop up to 222 residential units in accordance with the Concept Plan.
- 5.2. **Density**. The gross density of the Project will not exceed 12.0 units/acre. The final gross density shall be calculated by dividing the total number of residential units (222 units) by the sum of the acreage of the Property (18.56 acres).
- 5.3. **Public Amenity**. Developer shall design, construct, and install a ten foot (10') public trail and the "Future Trail Extension" as depicted in the attached Exhibits B, F, or K (the "Public Amenity") and in accordance with the following:
  - 5.3.1. <u>Timing of Public Amenity</u>. 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 Jordan River Bridge.

- 5.4.1. <u>Developer Donation for the Future Jordan River Bridge</u>. Subject to the following sub-sections, Developer agrees to donate \$350,000 (the "Donation") to the City, and the City agrees to design and construct the "Jordan River Bridge" as depicted on Exhibits B and 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. <u>Temporary Construction License</u>. To accommodate the construction of the Jordan River Bridge, Developer hereby grants to the City and its employees, agents, contractors, subcontractors, engineers, surveyors, and authorized respresentatives a temporary, non-exclusive construction license (the "License") twenty feet (20") beyond both sides of the Future Trail Extension as depicted on the attached <u>Exhibit F</u>. The License shall automatically terminate upon the City's completion of the Jordan River Bridge. City shall repair and replace landscaping within the License that is damaged or removed in connection with the City's construction of the Jordan River Bridge.
- 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 <u>Exhibit H</u>.
- 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 and as otherwise depicted in the Landscape Concept Plan attached as Exhibit K. Certificates of Occupancy will not be issued by the City until Landscaping has been completed or a surety bond filed in accordance with Section 16.04.300 of the City Code.
- 5.8. Parking. Developer shall provide garage, driveway, and guest parking stalls for the Project as set forth in the Concept Plan.
  - 5.8.1. <u>Assigned Parking</u>. Developer shall provide two assigned off-street parking stalls for each condominium unit that does not have a garage stall (collectively the "Assigned Parking"). The Assigned Parking shall be designated on the corresponding plat for such condominimum units.
- 5.9. **Subdivision Streets**. In support of the City's pro-public street policies (as codified in City Code § 16.04.180) all of the roads within the Project will be public excepting only those roads depicted as "Private" on the Concept Plan. Approved cross sections for all public and private roads within the Project are as depicted in the Concept Plan.
- 5.10. Ownership of Units. Of the 222 residential units proposed for the Project, no more than 94 shall be owned by the same individual or entity as being for lease (the "For-Lease Units"). Accordingly, Developer shall sell (or cause to be sold) all other residential units (the "For-Sale Units"). Furthermore, Developer shall enforce and regulate owner occupancy of all For-Sale units by including language in the Covenants, Conditions, and Restrictions for the homeowner's association that prohibits leasing of the For-Sale units.
- 5.11. Floodplain. The Project has been designed to keep residential units out of the

Floodplain (defined below). Notwithstanding, if residential units are located within the Floodplain, the City may withhold building permits for residential units located within the established AE Floodzone floodplain (the "Floodplain" as depicted in the attached Exhibit J) until the Federal Emergency Management Agency ("FEMA") has issued a Letter of Map Revision based on fill ("LOMR-F") or other similar letter authorizing amendments to the applicable floodplain maps which would allow for development of the Property as proposed herein.

- 5.12. **Bioswale**. Developer may design and construct (according to any adopted City standards, as applicable) the storm drain pond depicted in the Concept Plan as a bioswale to provide natural filtration of the Project's storm water and so as to reestablish wetland and floodplain areas. The final engineering and design of such bioswale will be coordinated with the City staff concurrently with site plan and/or plat approval.
- 5.13. **Retaining Walls**. Notwithstanding Section 16.44.360(M)(4)(b) of the City Code, Developer may construct retaining walls up to twelve feet (12') in height without further approval from the City Engineer. Retaining walls that are built to twelve feet (12') shall have a minimum six foot (6') offset from the next closest retaining wall. Developer shall still comply with all other applicable retaining wall requirements set forth in City Code.
- 5.14. **Waste Management**. Developer acknowledges that the City will not provide waste management services for the Project. Developer (or a successor in interest, including a home owners association) shall provide such services for the Project.
- 5.15. **Condominium Requirements**. All condominiums constructed in the Project shall comply with applicable building codes and regulations, including the requirement to have fire sprinklers as required by such codes and/or regulations.
- 5.16. **Building Heights**. Developer may construct residential units that exceed thirty-five feet (35') in height and as more particularly detailed in Exhibit G.
- 6. Secondary Access. The Parties acknowledge that the Concept Plan depicts two points of ingress/egress from Jordan Gateway to the Project: (1) a primary public access at Ultradent Drive (a public road located at approximately 10200 South); and (2) a secondary access at a "Private Drive" (as depicted on the Concept Plan and located at approximately 10100 South (the "Secondary Access")). The Secondary Access crosses three private parcels (including one owned by Rocky Mountain Power) along the "Private Drive" depicted in Exhibit I. The City's requirement is to have a public access that meets international fire code requirements for fire apparatus roads across the Secondary Access. The final location and conditions (i.e., road width, easements, appurtenant improvements such as curb/gutter/sidewalk, and other reasonable conditions) of the Secondary Access may be modified with approval from the City Engineer and City Manager. Additionally, the City will not accept, and the Developer will not submit, a final site plan and/or final plat application until such time as an easement (or other form of access satisfactory to the City Engineer) has been provided (and recorded, as necessary) to the benefit of the City.
  - 7. <u>City Obligations</u>. 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.	Pla	t Language. If a final plat is needed for the project, such final plat for the Project shall
contain the	follov	ving 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. <u>Minor Changes</u>. 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. <u>Term.</u> 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. <u>Notices</u>. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective:

If to City: City of South Jordan

Attn: City Recorder

1600 West Towne Center Drive South Jordan, Utah 84095

If to Developer: Altitude Developer, LLC

Attn: Nate Shipp

14034 South 145 East, Suite 204

Draper, Utah 84020 nate@daiutah.com

- 13. <u>Mailing Effective</u>. 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. <u>No Waiver</u>. 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. <u>Headings</u>. 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. <u>Amendment</u>. 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. <u>Severability</u>. 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. <u>Attorney's Fees and Costs</u>. 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. <u>Dispute Resolution</u>. 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. <u>Table of Exhibits</u>. The following exhibits attached hereto and referred to herein are hereby incorporated herein and made a part of this Agreement for all purposes as if fully set forth herein:

Exhibit A	Property Legal Description
Exhibit B	Concept Plan
Exhibit C	R-M Zone Provisions
Exhibit D	PD Overlay Zone Provisions
Exhibit E	Resolution R2025-12 Approving Altitude MDA
Exhibit F	Public Amenities
Exhibit G	Approved Architecture, Elevations, Materials, and General Design
Exhibit H	Fencing Standards and Locations
Exhibit I	Secondary Access
Exhibit J	Floodplain Map
Exhibit K	Landscape Concept Plan

[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:

ritle: Mado

Date: 08 19 2025

APPROVED AS TO FORM

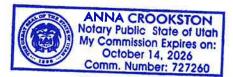
Office of the City Attorney

STATE OF UTAH

:SS

COUNTY OF SALT LAKE

On this 19 day of August, 2025, personally appeared before me Mayor Dawn R. Ramsey, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly swom, did say that they are the Mayor 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	
AT TITLIDE DEVELOPER	IIC

Signature: \_

Print Name:

Title: Managez

Date: Ay 5.25

STATE OF UTAH

:SS

COUNTY OF SALT LAKE

On this 5 day of 400, 2025, personally appeared before me NATE SHIPP, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Altitude Developer, LLC and that said document was signed by him on behalf of Altitude Developer, LLC by authority of its governing body, and NATE SHIPP further acknowledged to me that he executed the same.

KRISEL TRAVIS

NOTARY PUBLIC • STATE OF UTAH

My Commission Expires January 20, 2027

COMMISSION NUMBER 728903

# OWNER'S CONSENT TO RECORD

Brandon Harrison, Trustee of the Brandon Val Harrison Trust dated the 3rd day of October 2012, Gregory Harrison, Trustee of the Gregory Alton Harison Trust dated the 3rd day of October 2012, and Todd Harrison, Trustee of the the Todd Harrison Trust dated the 3rd day of October 2012, each having a one-third interest as tenants in common hereby acknowledges that they are owner's of the real property described in Exhibit A and identified as Salt Lake Assessor number 27-12-351-005. Altitude Developer, LLC has acquired from them an option to purchase this property and is authorized to execute and record this Development Agreement.

> BRANDON VAL HARRISON TRUST, DATED OCTOBER 3, 2012

Signature:

Print Name: Brandon Harrison

Title: Trustee

STATE OF UTAH

COUNTY OF Salt Lake)

\_\_\_\_\_, 2025, personally appeared before me Brandon Harrison, On this 7 day of stuguest Trustee of the Brandon Val Harrison Trust dated the 3rd day of October 2012, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KRISEL TRAVIS NOTARY PUBLIC . STATE OF UTAH My Commission Expires January 20, 2027 **COMMISSION NUMBER 728903** 

(Signatures continue to next page)

GREGORY ALTON HARRISON TRUST, DATED OCTOBER 3, 2012

Signature: 📝

Print Name: Gregory Harris

Title: Trustee

Date:

8/8/2025

STATE OF UTAH

COUNTY OF <u>Salt Lake</u>:ss

On this 8 day of 2015, personally appeared before me Gregory Harrison, Trustee of the Gregory Alton Harison Trust dated the 3<sup>rd</sup> day of October 2012, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NC C

MISTY HEAPS

NOTARY PUBLIC - STATE OF UTAH

COMMISSIONS 726590

COMM. EXP. 09-08-2026

(Signatures continue to next page)

TODD HARRISON TRUST, DATED OCTOBER 3, 2012\_

Signature:

Print Name: Todd Harrison

Title: Trustee

Date: \_

STATE OF COLORADO

COUNTY OF DENVER

On this day of \_\_\_\_\_\_\_, 2025, personally appeared before me Todd Harrison, Trustee of the the Todd Harrison Trust dated the 3<sup>rd</sup> day of October 2012, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SARAH ELISABETH YURKOSKI NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20234008331 MY COMMISSION EXPIRES MARCH 2, 2027

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### **EXHIBIT A**

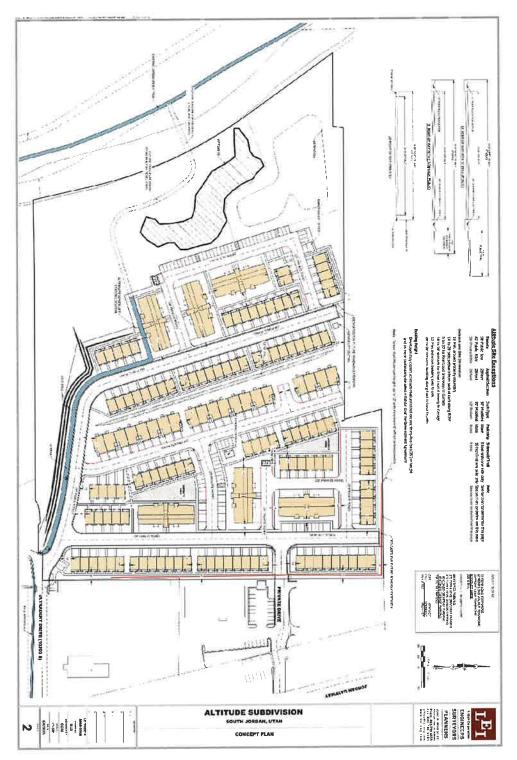
(Property Legal Description)

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	<b>Maximum Gross Density</b>
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 Opening <sup>1</sup> (Front Or Street Side)	Front Yard (Cul-De- Sac Lots)	Side Yard (Standard)	Side Yard (Corner Lot Street Side)	Rear Yard (Interior Lot)	Rear Yard (Corner Lot)
R-1.8	30'	30'	25'	10'	30'	25'	10'
R-2.5	25'	30'	20'	10'	25'	25'	10'
R-3	25'	30'	20'	10'	25'	25'	10'
R-4	20'	25'	20'	8'	20'	20'	10'
R-5	20'	25'	20'	8'	20'	20'	10'
R-M- 5	20'	25'	20'	8'	10'	20'	10'
R-M- 6	20'	25'	20'	8'	10'	20'	10'

#### 2. Note:

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

- 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 Repealed	& Rej	placed by	Ord.	<i>2016-05</i>	on	5/3/2016
Amended	bv	Ord.	<i>2017-22</i>	on		7/18/2017
Amended	bv	Ord.	2019-01	on		3/5/2019
Amended	by	Ord.	<u> 2019-06</u>	on		3/19/2019
Amended	by	Ord.	<u> 2021-06</u>	on		2/16/2021
Amended	by	Ord.	2021-09	on		5/4/2021
Amended	by	Ord.	<u> 2021-20</u>	on		10/5/2021
Amended by O	rd. <u>2022-16</u> on 1	2/6/2022				

### 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. <u>2016-05</u> on 5/3/2016 Amended by Ord. <u>2019-01</u> 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. <u>2016-05</u> on 5/3/2016

Amended by Ord. 2024-02 on 1/16/2024

#### 17.130.050.020: ESTABLISHMENT

#### 1. Procedure:

- 1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.
- 2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. Except in those instances where the Applicant is the City of South Jordan the development plan shall be approved by development agreement in conjunction with the rezoning approval. If the Applicant is the City of South Jordan the development plan may be approved as part of the rezone without a development agreement.
- 3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application

and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone.

### 2. Development Plan Requirements:

- 1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to standard zoning and development provisions.
- 2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.
- 3. A development plan shall also include:
  - 1. Site plan/conceptual subdivision plan;
  - 2. Circulation and access plan;
  - 3. Building elevations, materials, and colors;
  - 4. Landscape and open space plan;
  - 5. Signage plan;
  - 6. Lighting plan; and
  - 7. Allowed uses.

#### 3. Prohibited:

- 1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
- 2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).
- 3. Residential density shall not exceed 8 units per acre on properties outside of designated Station Area Plan (SAP) areas where the City of South Jordan is not the applicant.

### 4. Effect Of Approval:

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

#### 5. Vested Rights:

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

**HISTORY** 

Amended	bv	Ord.	2016-05	on	5/3/2016
Amended	bv	Ord.	2019-01	on	3/5/2019
Amended	by	Ord.	2023-07	on	5/2/2023
		1/1/6/000/			

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.

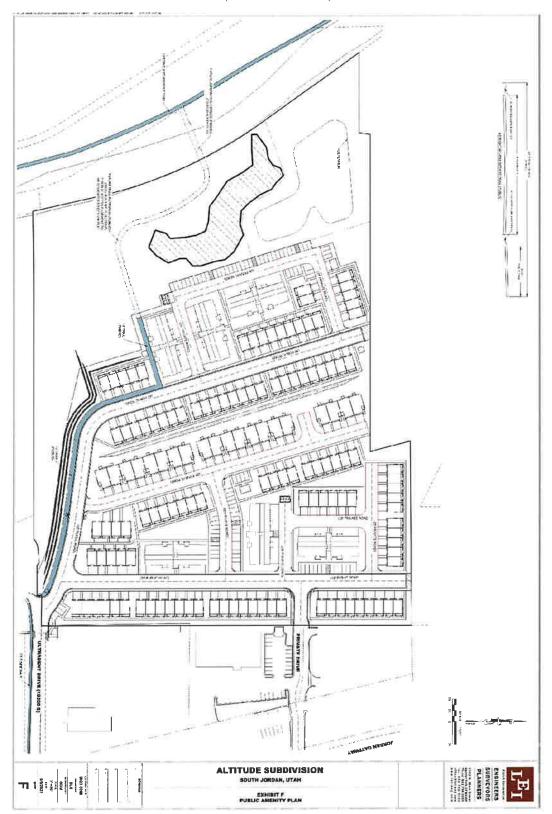
**HISTORY** 

5/3/2016 *2016-05* onAmended

Amended by Ord. 2023-07 on 5/2/2023

EXHIBIT E
(Resolution R2025-12 Approving Altitude MDA)

EXHIBIT F (Public Amenities)



<u>EXHIBIT G</u>
(Approved Architecture, Elevations, Materials, and General Design)

See Next Page



SOUTH JORDAN, UTAH







SOUTH JORDAN, UTAH

REAR LOAD HIGHLIGHT SCHEME - 02

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SOUTH JORDAN, UTAH

REAR LOAD HIGHLIGHT SCHEME - 03

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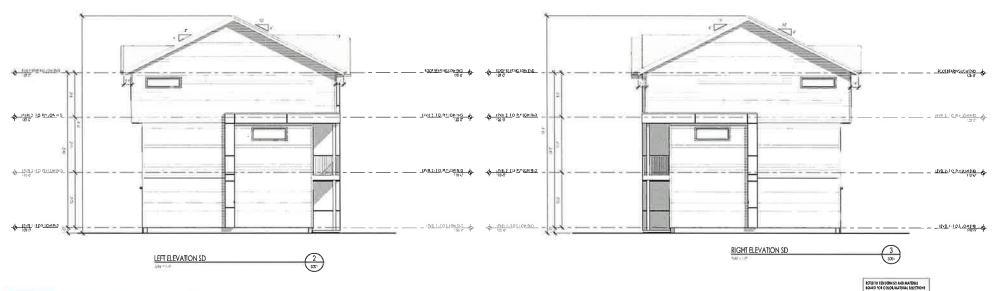


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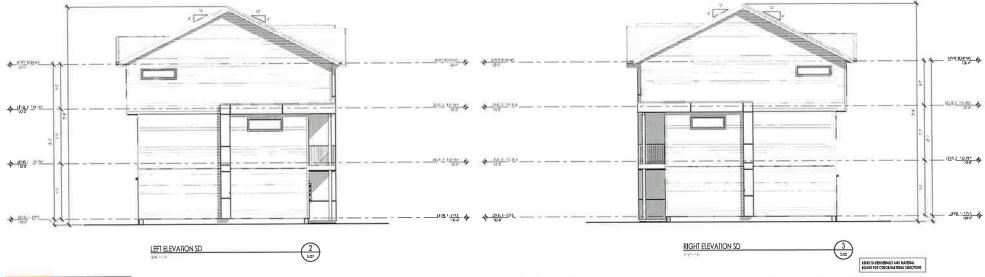
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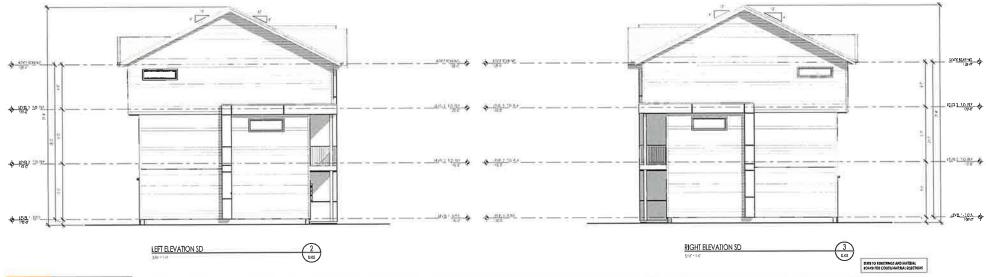
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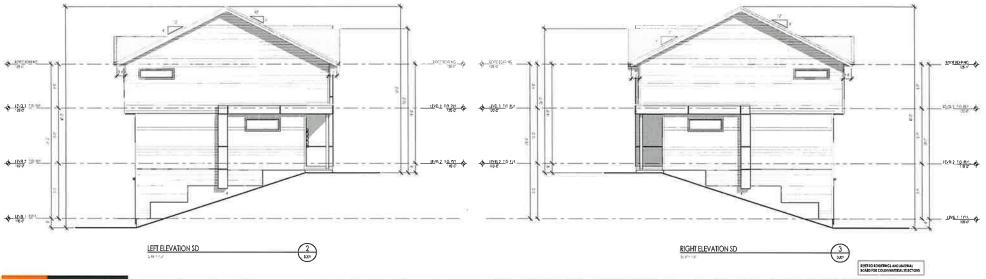
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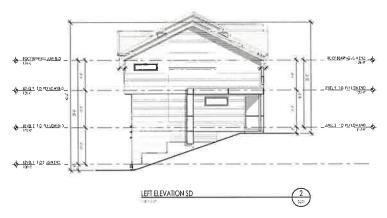
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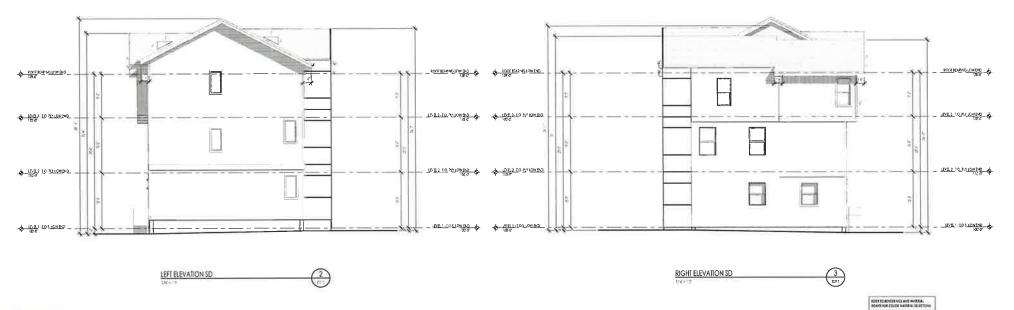
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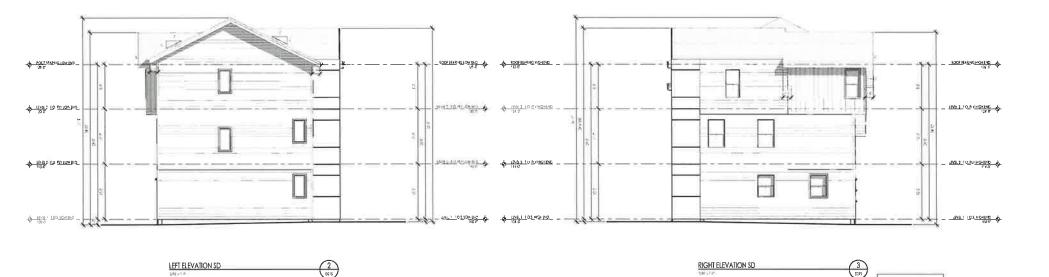
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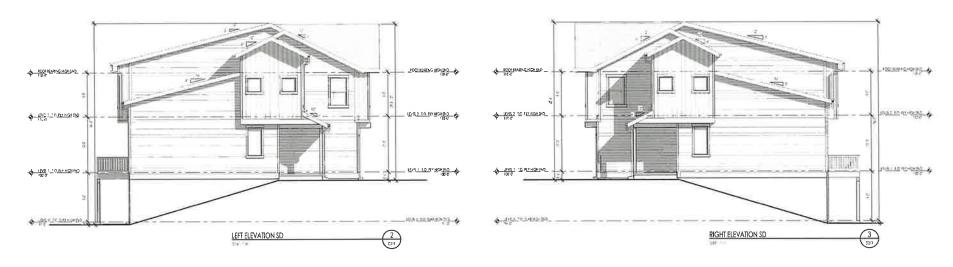
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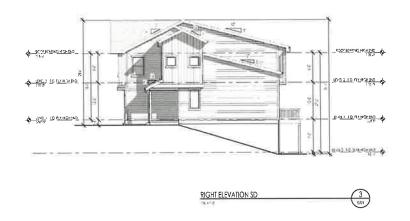
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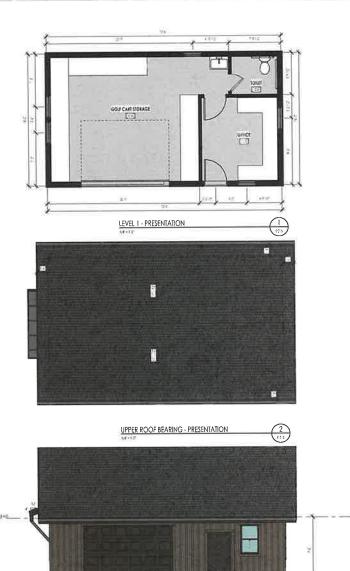
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EXTERIOR ELEVATIONS

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MAINTENANCE BLDG



ALTITUDE

FLOOR PLAN & ELEVATIONS

D302

SWATCH:

DESCRIPTION:

COLOR:

MANUFACTURER:



TRIM/FASCIA/SOFFIT LAP SIDING



TBD

(SW 7019)

OR SIMILAR

"GAUNTLET GRAY"



TBD

GRAYISH"

(SW 6001)

OR SIMILAR

**BOARD AND BATT** 

SIMILAR

FIBER CEMENT OR

"GAUNTLET GRAY" (SW 7019)

**OR SIMILAR** 



CERTIANTEED OR

"MOIRE BLACK"

OR SIMILAR

SIMILAR



ANDERSON WINDOWS TBD

OR SIMILAR

"DARK BRONZE"/

"WHITE VINYL"

OR SIMILAR

HIGHLIGHT SCHEME 3



SHERWIN WILLIAMS "DOVETAIL" (SW 7018) OR

SIMILAR

**FRONT DOOR** 

GARAGA OR SIMILAR

**SIMILAR** 

HIGHLIGHT SCHEME 4

"TERRASTONE" OR

**GARAGE DOOR** 

FORTRESS CABLE RAIL OR SIMILAR

**RAILINGS** 

"BLACK" OR SIMILAR

**COMMON COLORS** 

"DARK BRONZE"

OR SIMILAR

TBD

HIGHLIGHT SCHEME 1

HIGHLIGHT SCHEME 2



FIBER CEMENT PANEL FORMED METAL PANEL OR JAMES HARDIE WOODTONE

ALURRA OR EQUAL

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

FIBER CEMENT PANEL FORMED METAL TBD

"URBANE BRONZE"

PANEL OR JAMES HARDIE WOODTONE ALURRA OR EQUAL

TBD

FIBER CEMENT PANEL FORMED METAL

PANEL OR JAMES HARDIE WOODTONE ALURRA OR EQUAL

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

**HIGHLIGHT COLORS** 

COLOR:

SWATCH:

**DESCRIPTION:** 

MANUFACTURER: TBD

"GRAYISH" (SW 6001) OR SIMILAR

FIBER CEMENT PANEL FORMED METAL

ALURRA OR EQUAL RUSTIC SERIES "SUMMER WHEAT" (OSI#245) OR

PANEL OR JAMES

SIMILAR

HARDIE WOODTONE TBD "AURORA BROWN" (SW 2837) OR SIMILAR

SIMILAR

(SW 7048) OR SIMILAR RUSTIC SERIES "SUMMER WHEAT" (OSI#245) OR SIMILAR

"ILLUSIVE GREEN" (SW 9164) OR SIMILAR



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

COLOR / MATERIAL **BOARD 3-STORY** PART A

D501

SWATCH:

**DESCRIPTION:** 



FRONT DOOR

TBD MANUFACTURER:

SHERWIN WILLIAMS COLOR:

(SW 7018) OR SIMILAR

"DOVETAIL"

**TIMBERS** 

TBD

"FIG"

SHERWIN WILLIAMS

(DB 2317) 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** 

GARAGA OR SIMILAR

"TERRASTONE" OR SIMILAR



**ROOFING-STANDING** 

MBCI OR SIMILAR



"MEDIUM BRONZE" OR SIMILAR



CERTIANTEED OR SIMILAR

"MOIRE BLACK" OR SIMILAR

COLOR SCHEME -FRONT LOAD

SWATCH:



**ROOFING-STANDING** SEAM

MBCI MANUFACTURER:

COLOR:

**DESCRIPTION:** 

"MEDIUM BRONZE" OR SIMILAR



FORMED METAL PANEL **OR JAMES HARDIE** 

WOODTONE ALURRA OR SIMILAR

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

SIMILAR

LAP SIDING

"ALABASTER"

SIMILAR

JAMES HARDIE OR

(SW 7008) OR SIMILAR

WINDOWS/DOORS

ANDERSON WINDOWS OR SIMILAR

"DARK BRONZE/ WHITE VINYL" OR SIMILAR

**COLOR SCHEME -LEASING OFFICE** 



DAI - ALTITUDE DESIGN PACKAGE

SOUTH JORDAN, UTAH

COLOR / MATERIAL BOARD 2-STORY PART B

D502



DAI - ALTITUDE DESIGN PACKAGE



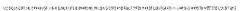


TOOKSELA, DAMAGE FEVERA, COS ENVENE HICHOSTE PEROPROBAM ECONGARIO VARIOS MESSARES COS



# DAI - ALTITUDE DESIGN PACKAGE







### DAI - ALTITUDE DESIGN PACKAGE





# DAI - ALTITUDE DESIGN PACKAGE



LOSECCION FERNICAS IN DIVIDUALE ITS ELEVATIVES ME DIRECTOR PRESIDENTES COMPANIED INVARIAN MET L'ECONOTIONS



# DAI - ALTITUDE DESIGN PACKAGE





LEFT



DAI - ALTITUDE

4 STORY CONDO

SOUTH JORDAN, UT

NEAR TO PERCURSE FIRE MATERIAL INCOME.





FEFF TO BYND IBNGS AND MATTERAL



DAI - ALTITUDE

4 STORY CONDO

SWATCH:

**DESCRIPTION:** 

COLOR:



TRIM/FASCIA/SOFFIT LAP SIDING

MANUFACTURER: TBD

**BLACK** 

TBD



PEWTER - KING

STONE

TBD

STUCCO TBD

**EXTRA WHITE** 



**ROOFING -SHINGLES WINDOWS/DOORS** 

TBD

CHARCOAL

TBD

BLACK / WHITE



**GARAGE DOOR** 

TBD

WHITE



TBD

BLACK

**RUSTIC LAP SIDING** 

TBD

RUGGED PINE

SWATCH:

DESCRIPTION:



TRIM/FASCIA/SOFFIT LAP SIDING

MANUFACTURER: TBD

COLOR: **BLACK** 



MIDNIGHT SOOT

**TBD** 

MIDNIGHT SOOT



**BRICK** 

TBD

PEWTER - KING



TBD

**EXTRA WHITE** 





**ROOFING -SHINGLES WINDOWS/DOORS** 

TBD

CHARCOAL



TBD

BLACK / WHITE

**GARAGE DOOR** 

TBD

WHITE



TBD

**BLACK** 

TBD

**RUGGED PINE** 

SWATCH:



**DESCRIPTION:** TRIM/FASCIA/SOFFIT LAP SIDING

MANUFACTURER: TBD

COLOR: **BLACK** 



TBD

STONE SLATE



**BRICK** 

TBD

CHARCOAL SMOOTH SEASIDE - KING



STUCCO

TBD



**ROOFING -SHINGLES WINDOWS/DOORS** 

TBD

CHARCOAL



BLACK / WHITE

TBD

WHITE

**GARAGE DOOR** 



**RAILINGS** 

**BLACK** 



**RUSTIC LAP SIDING** 

**RUSTIC LAP SIDING** 

TBD

RUGGED PINE

**EDGEhomes** 

DAI - ALTITUDE DESIGN PACKAGE

SWATCH:

DESCRIPTION:

COLOR:

MANUFACTURER:





TBD

**BLACK** 

MIDNIGHT SOOT

TBD



**BRICK** 

TBD





STUCCO

TBD





**ROOFING -SHINGLES WINDOWS/DOORS** 

TBD





TBD

BLACK / WHITE



**GARAGE DOOR** 

WHITE



RAILINGS

BLACK



**RUSTIC LAP SIDING** 

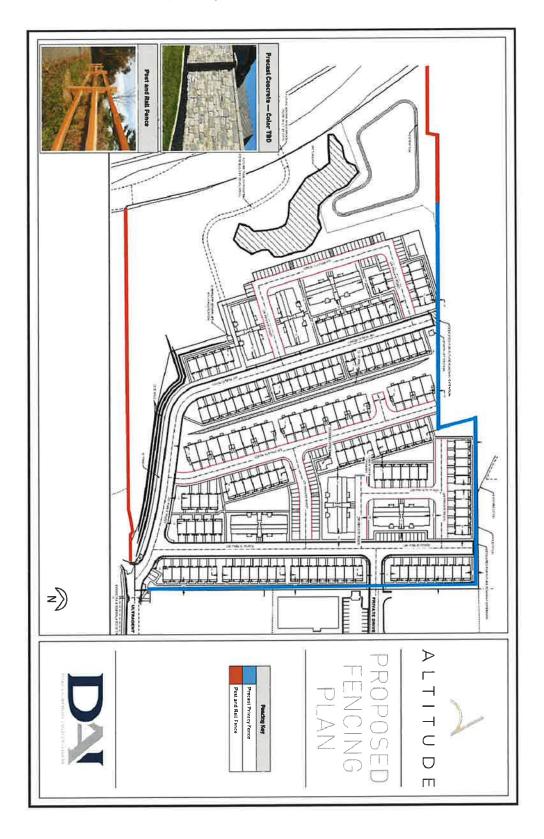
TBD

RUGGED PINE



#### DAI - ALTITUDE DESIGN PACKAGE

EXHIBIT H
(Fencing Standards and Locations)



# EXHIBIT I (Secondary Access)

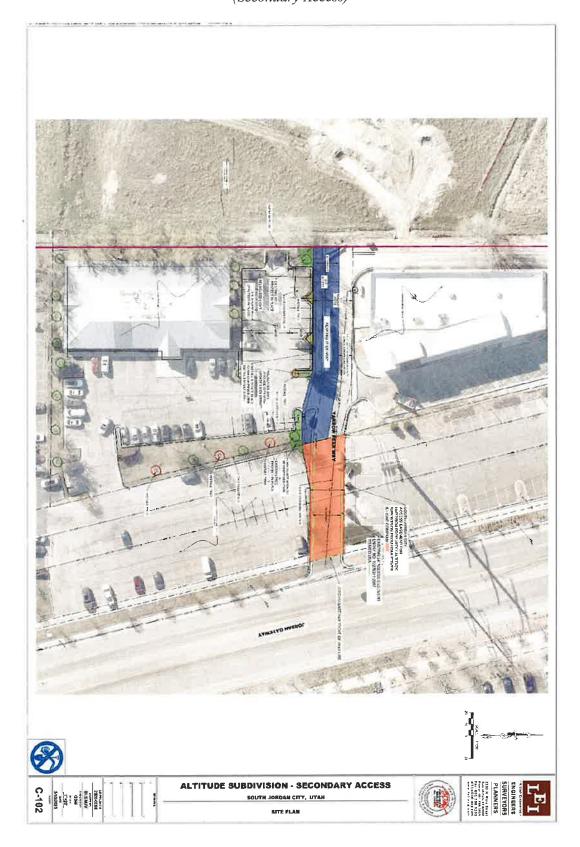


EXHIBIT J (Floodplain)





7/17/2025 UT24156 811 BLUE STANDES OF UTAH ORAPHIC SCALE: 1" = 50"

**ALTITUDE** ULTRADENT DR. SOUTH JORDAN, UTAH DAI ATT: KRISEL TRAVIS KRISEL@DAIUTAIT.COM 801-722-9397

EPINAL III



3450 N TRIUMPH BLVD SUITE 102 LEHI, UTAH 84043 (801) 995-2217 www.pk|designgroup.com



COLOR ILLUSTRATION

LP-COLOR