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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: MGA, DEPUTY - WI 174 P.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 20-35

**AN ORDINANCE APPROVING THE JONES RANCH
MASTER DEVELOPMENT PLAN AND MASTER DEVELOPMENT
AGREEMENT FOR 592 ACRES OF PROPERTY LOCATED AT
APPROXIMATELY 8800 S U-111, AS DEFINED IN THE REQUEST FOR
COUNCIL ACTION REPORT, PERMITTING A MAXIMUM RESIDENTIAL
DENSITY OF 2,960 RESIDENTIAL UNITS**

WHEREAS, the City of West Jordan ("City") adopted the West Jordan City Code ("City Code") in 2009, which provides for master planned developments; and

WHEREAS, an application ("Application") was made by Ivory Development and certain property owners ("Applicant") for approval of a Master Development Plan ("MDP") and a Master Development Agreement ("MDA") to allow for 2,960 residential units on 592 acres of property ("Property") located at approximately 8800 S U-111 ("Jones Ranch Development") in a planned community zone ("Planned Community Zone" or "PC Zone"); and

WHEREAS, The Jones Ranch Development MDA and MDP describe certain conditions for development of 2,960 residential lots at a maximum density of 5 dwelling units per acre on property ("Property") containing approximately 592 acres, generally located at 8800 South U-111 (parcel numbers: 20334000140000, 604100080000, 26032510010000, 2603200050000, 2603100070000, 2604200010000, 2604100020000, 2604200070000, and 2034300013000), more specifically described in Exhibit A of the MDA; and

WHEREAS, on February 4, 2020, the MDP for the Jones Ranch Development was reviewed by the Planning Commission, which held a public hearing and which forwarded a positive recommendation to the West Jordan City Council ("City Council") for its approval of said MDP, which will allow for the Jones Ranch Development; and

WHEREAS, a public hearing was held before the City Council on September 30, 2020 regarding the MDP and MDA for the Jones Ranch Development; and

WHEREAS, the City Council has determined that:

1. the proposed development plan is consistent with the intent of the goals and policies of the general plan and the purpose of the zone district in which the plan is located; and
2. the proposed site development plan's building heights, building locations, access points and parking areas will not negatively impact adjacent properties or the surrounding neighborhood; and
3. the proposed development promotes a functional relationship of structures to one another, to open spaces and to topography both on the site and in surrounding neighborhood; and

4. the height, location, materials, color, texture, area, setbacks and mass, as well as parts of any structure (buildings, walls, signs, lighting, etc.) and landscaping, is appropriate to the development, the neighborhood and the community; and
5. ingress, egress, internal and external pedestrian and traffic circulation, off-street parking facilities, loading and service areas, and pedestrian ways are designed to promote safety and convenience; and
6. the architectural character of the proposed development is in harmony with and compatible to those structures in the neighboring environment and the architectural character desired for the city, avoiding excessive variety or monotonous repetition; and
7. public facilities and services intended to serve the subject development, including, but not limited to, roadways, parks and recreational facilities, schools, police and fire protection, storm water drainage systems, wastewater, power and refuse collection have been addressed and a plan to construct said facilities by the Applicant has been outlined in both the MDP and the MDA; and
8. the Applicant fully understands and has acknowledged that there is not an adequate water supply available for Jones Ranch Development without the construction of significant water related infrastructure either by (i) the City in its sole discretion on its timeframe, or (ii) by the Applicant.

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare of the City of West Jordan to adopt the MDP and MDA for the Jones Ranch Development.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH AS FOLLOWS:

Section 1. Findings Regarding Modification of Open Space Requirements. The City Code provides for specific open space requirements ("Open Space Requirements") for development in the Planned Community Zone. The City Council finds that the modification ("Modification") to the Open Space Requirements and the resulting anticipated benefits flowing therefrom to the City, as specifically provided in the MDP and the MDA and generally summarized as follows, are in the best interests of the City of West Jordan:

- a. The MDA provides for a reduction in open space from a minimum acreage of twenty percent (20 %) to a minimum acreage of seventeen percent (17%).
- b. The benefits anticipated as a result of the Modification include:
 - (i) the impact of an increase of commercial development acreage to 35 acres (described in Section 1.4.1(vi) of the MDA and on page 13 of the MDP); and
 - (ii) the encumbrance of some of the private property portion of the Property (in the Barney's Creek area and other areas) for easements in favor of the City, to be depicted on subdivision plats, for open space, storm drainage, and other municipal uses, even though the City Code does not count the thirty percent (30 %) or higher sloped areas as open space (in the Barney's Creek area and other areas), which would increase the total open space to close to twenty percent (20 %) if counted; and

- (iii) an increase from approximately 8.5 acres to a minimum of 35.3 total acres of groomed (active) open space and parks, of which 21.3 acres of said space is specifically described in Section 1.4.1 (iv) of the MDA and on page 25 of the MDP, and with an additional 14 acres of groomed open space and parks in the Village areas referenced on the same page of the MDP, so that there are more active open space and park locations closer to each of the dwelling units (for easier accessibility by the homeowners).

Section 2. Approval of Master Development Agreement and Master Development Plan. The Jones Ranch Master Development Agreement (MDA) and Master Development Plan (MDP) are hereby approved, effective only after and subject to the City Council, in its sole legislative discretion, adopting the general plan land use map and zoning map ordinance for the PC Zone requested by the Applicant.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. Subject to and expressly conditioned upon the City Council in its sole legislative discretion first adopting the general plan land use map and zoning map ordinance requested by the Applicant, this Ordinance shall become effective upon posting or publication as provided by law if any of the following occur:

- a. The Mayor signs the Ordinance as provided by law; or
- b. The Mayor vetoes the Ordinance as provided by law and at the City Council's next meeting following the Mayor's veto the City Council passes the Ordinance over the Mayor's veto by an affirmative vote of at least five (5) City Council members; or
- c. The Mayor fails to sign the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

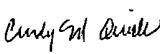

PASSED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THIS 4TH DAY OF NOVEMBER 2020.

CITY OF WEST JORDAN

By: 

Christopher McConnehey
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

(continued on the following page)

Voting by the City Council

Council Member Kelvin Green

"YES"

"NO"

Council Member Zach Jacob

Council Member Chad R. Lamb

Council Chair Chris McConnehey

Council Member David Pack

Council Member Kayleen Whitelock

Council Member Melissa Worthen



PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON Nov 6, 2020

Mayor's Action: X Approve Veto

By: 
Mayor Dirk Burton

Nov 6, 2020
Date

ATTEST:



Tangee Sloan
City Recorder

STATEMENT OF APPROVAL OF PASSAGE (check one)

X The Mayor approved and signed Ordinance No. 20-35.

The Mayor vetoed Ordinance No. 20-35 on _____ and the City Council timely overrode the veto of the Mayor by a vote of _____ to _____.

Ordinance No. 20-35 became effective by operation of law without the Mayor's approval or disapproval.



 

Tangee Sloan
City Recorder

(continued on the following page)

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that the foregoing ordinance was published/posted in the Salt Lake Tribune, on the ~~9th~~ day of 10th T.S. November, 2020, pursuant to law.

Tangee Sloan
City Recorder

**Recording Requested By and
When Recorded Return to:**

City of West Jordan
Attention: City Clerk
8000 South Redwood Road
West Jordan, Utah 84088

For Recording Purposes Do
Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT
JONES RANCH**

This Master Development Agreement (this "Agreement") is made and entered into and made effective as of the 4th day of November, 2020 (the "Effective Date") by and between **WEST JORDAN CITY**, a municipality and political subdivision of the State of Utah ("City") and **IVORY DEVELOPMENT, LLC**, a Utah limited liability company, or its successors or assigns as described in Sections 7.1 and 8.16 below ("Master Developer"). City and Master Developer may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Master Developer has applied to City for approval of a rezone of the project known as Jones Ranch (the "Project"), which would cause the property described in Exhibit A (the "Property") to be included in the PC zoning district. The Project is currently planned for development in multiple phases for residential, institutional, recreational, and commercial uses, as permitted in the PC zoning district.

B. Master Developer has submitted, and City has reviewed, the application package, including this Agreement, pursuant to the requirements of the City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

C. The resulting approved master development plan ("Master Development Plan"), engineering drawings, development standards, street sections maps, street cross sections, landscape plans, conveyance documents, title reports and other documents submitted to and approved by the City and expressly referred to in this Agreement, including the Master Development Plan, during City's review and approval process will be referred to herein as the "Development Documents."

D. Pursuant to the authority of Utah Code Ann. § 10-9a-102(2) and the specific provisions of the City Code, City has determined to enter into this Agreement with Master Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as City and Master Developer have agreed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS, LEGAL AUTHORITY AND PURPOSE

1.1 Definitions.

- 1.1.1 "Agreement" has the meaning set forth in the Preamble.
- 1.1.2 "Amenities" means amenities (both public and private) described in the Plan.
- 1.1.3 "Applicable Law" has the meaning set forth in Section 8.5 below.
- 1.1.4 "Buildout" means the completion of all development in the Project.
- 1.1.5 "City" has the meaning set forth in the Preamble.
- 1.1.6 "City Code" means the West Jordan City Code in effect on November 15, 2019.
- 1.1.7 "Conditions" has the meaning set forth in Section 1.5 below.
- 1.1.8 "Developer's Invoices" has the meaning set forth in Section 3.1.2 below.
- 1.1.9 "Development Application" means an application to City for development of a portion of the Property, including, but not limited to applications for site plan, subdivision, building permit or other permit, certificate or authorization from City required for development of the Property.
- 1.1.10 "Development Documents" has the meaning set forth in the Recitals.
- 1.1.11 "Effective Date" has the meaning set forth in the Preamble.
- 1.1.12 "Land Use Authority" for the Village Plan, subdivision plats, site plans and other planning approvals under this Agreement shall be as set forth in the City's ordinances, regulations, and procedures, including any required public hearings.
- 1.1.13 "Master Developer" has the meaning set forth in the Preamble.
- 1.1.14 "Offsite Water Improvements" means those improvements for water service located outside of the Project and to be reimbursed in accordance with Section 3.1 below.

1.1.15 “Open Space” means areas within the Project that include natural areas, recreation and activity areas (including both active and passive areas), parks, pavilions, Amenities, trails, and other areas not dedicated as roads and not included within lots for private ownership.

1.1.16 “Oversizing” or “upsizing” means the installation of improvements larger or with greater capacity than required for the Project.

1.1.17 “Plan” means the Master Development Plan approved by the City Council on [_____, 20__] for the Project.

1.1.18 “Private Amenity(ies)” any Amenity owned or managed by private entity and not a Public Amenity.

1.1.19 “Project” has the meaning set forth in the Recitals.

1.1.20 “Project Streets” has the meaning set forth in Section 4.2 below.

1.1.21 “Property” has the meaning set forth in the Recitals.

1.1.22 “Public Amenity(ies)” has the meaning set forth in Section 2.1.3 below. “City Infrastructure” includes streets and streetlights; storm water, culinary water, and sanitary sewer facilities; etc., and is excluded from the term Public Amenity.

1.1.23 “Reimbursable System Improvement Expenses” has the meaning set forth in West Jordan City Code Sections 8-3B-1 *et seq.*, including Sections 8-3B-2 and 8-3B-4 and those costs described in separate reimbursement or pioneering agreements between Developer and City.

1.1.24 “System Improvements” means the following types of “oversized” or “system” improvements (that exceed Master Developer’s pro rata share (also known as proportionate share), as “system” and “proportionate” are defined by Utah Code Ann. §§ 11-36a-101, *et seq.*, pursuant to the City’s standard processes:

- A. Public Amenity(ies) identified on master plans for the City;
- B. Offsite improvements described in Sections 2.3 and 4.2 and identified on master plans for the City;
- C. Any improvements dedicated to the public that serve more than the Project; and/or
- D. The improvements described in Section 3.1 identified on master plans for the City.

1.1.25 “Transfer Deed” has the meaning set forth in Section 7.1 below.

1.1.26 “UDOT” means the Utah Department of Transportation.

1.1.27 “Village Plan” means a phase of the development shown in the Plan, also known as a phase sub-area development plan.

1.1.28 “Village Plan Approval” means the approval of a phase sub-area development plan by the Land Use Authority to a particular Village Plan for each phase of the Project.

1.2 **Laws and Purpose.** City and Master Developer represent that they have the legal authority to enter into and perform their respective obligations under this Agreement and that City has determined that this Agreement effectuates public purposes, objectives and benefits. The City’s Applicable Law, this Agreement, and the approved Development Documents and engineering plans will govern City and Master Developer with respect to development of the Project. City’s enactment of the ordinance approving this Agreement, and entering into this Agreement, are legislative acts allowed and authorized by Utah Code Ann. § 10-9a-101, et seq., including specifically Utah Code Ann. § 10-9a-102(2).

1.2.1 **Reserved Legislative Powers.** The Master Developer acknowledges that the 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 the City all police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation may not be applied to modify the vested rights of the Master Developer under this Agreement, including but not limited to the uses, densities, and configurations described in this Agreement and the Plan, provided, however, nothing in this Agreement shall prohibit the City to act based on facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as described in the Utah Supreme Court case of *Western Land Equities*. Unless in good faith the City declares an emergency, prior written notice of such shall be given to the public generally; if requested by Master Developer in writing, Master Developer shall be given an opportunity to be heard, in addition to other members of the public, with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

1.2.2 **Conflicting Terms.** Except as otherwise specifically and clearly stated herein, the Development Documents and additional documents or agreements that may be entered by or among the Parties which govern the development of the project are to be interpreted to be complimentary to one another. However, should a conflict exist among the Development Documents, the hierarchy of governing provisions shall be as follows:

- (i) This Agreement (other than the Exhibits), and
- (ii) The ordinance adopting this Agreement;
- (iii) The Exhibits to this Agreement (including the Master Development Plan); and
- (iv) Applicable Law, as defined herein.

1.3 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.

1.4 Project Vesting. City and Master Developer intend that this Agreement confirms that the Project is vested in accordance with this Agreement. By way of further clarification, the Project is vested with the right to develop and locate on the Property the uses, designs, and densities set forth in this Agreement, and to develop in accordance with dimensional requirements as allowed by Applicable Law. The Property is also vested with access to all publicly dedicated roads which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to and the obligations of the Project hereunder are contractual and constitutional vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity.

1.4.1 Density and Uses. The Project is vested with the right to the maximum densities and uses described in the Development Documents, including, specifically, the Plan, and all other uses available under Applicable Law. Master Developer and City have agreed to an allocation of total approved density into the villages generally depicted on the "Land Use Plan" within the Plan attached as Exhibit B. The total approved density for the Project is 2,960 total units with a gross density of five (5) units per acre. Master Developer may adjust village boundaries, areas identified for land use density designations, and acres devoted to a Use Type so long as an adjustment does not cause:

- (i) an increase in the approved acres by more than twenty percent (20%) for any given phase or village from what is shown on the Land Use Plan;
- (ii) any decrease in the approved acres of the VL or L village boundaries from what is shown on the Land Use Plan for such village boundaries (Villages 1, 2, 10, 11, 12, 13, and 14);
- (iii) a decrease by more than ten percent (10%) in the approved acres of the M village boundaries from what is shown on the Land Use Plan for such village boundaries;
- (iv) any decrease in the overall Open Space for the entire Project from the seventeen percent (17%) Open Space standard set for the Project;
- (v) any decrease in the Active (Groomed) Open Space for the entire Project from the 21.3 acres standard set for the Project;
- (vi) any decrease in the Commercial areas for the entire Project from the 35.0 acres standard set for the Project;
- (vii) the percent of residential units in the Project that are classified as attached townhomes to exceed seventeen percent (17%); or
- (viii) any increase in the total approved density for the entire Project to exceed 2,960 total units.

An adjustment that does not exceed the standards in the immediately preceding sentence shall be considered a minor adjustment that does not require City Council approval (each a "Minor Adjustment"). A Minor Adjustment may be approved in connection with a Village Plan Approval

[the process for which is described below in Section 2.1.1], site plan approval, or subdivision approval. Any effort to modify densities or uses beyond a Minor Adjustment shall require an amendment to this Agreement in accordance with Section 8.1.

The approved density range for each Use Type on the Land Use Plan is as follows:

| Density Designation | Density Range |
|---------------------|---------------------------|
| Very Low (VL) | Up to 2.5 units per acre |
| Low (L) | 1.5 to 3 units per acre |
| Medium (M) | 3.1 to 5.5 units per acre |
| High (H) | 5.6 to 10 units per acre |

1.4.2 ***Configuration.*** Each aspect of the Project is vested with the right to locate the approved densities, designs, and uses in the configurations generally depicted in the Plan, subject to the completion of site plans and subdivision plats in accordance with Applicable Law and this Agreement. The lot configurations and location of single-family attached residences may be generally shown in the Plan without necessity of submitting construction drawings to the City. The Commercial village may be located within more than one phase and approved in more than one Village Plan Approval. All subdivision and building permit requirements are required at the appropriate stages of development.

1.4.3 ***Development Elements.*** Each aspect of the Project is vested with the right to connect to existing public roads and infrastructure as depicted in the Plan, dependent upon final design (as reviewed and approved by the City), outside agency approval, etc., according to the hierarchy of Development Documents identified in Section 1.2.2. The design standards depicted in the Plan shall be treated as the approved "design standards" pursuant to any City Code requirement, and Master Developer shall not be obligated to apply a uniform design theme within the Project but may, because of its size and variety, approve and authorize different design elements so long as they are: (a) generally consistent with the elements described in the Plan; (b) approved by any architectural review process established by Master Developer; and (c) approved in writing by the City's zoning administrator, according to West Jordan City Code Section 13-5J-10E and other Applicable Law. Final design plans may deviate from the Plan and other plans, as approved in writing by the City's zoning administrator, according to West Jordan City Code Section 13-5J-10E and other Applicable Law. More particularly, the approval of a Village Plan, or such other final plats or site plans, may require deviations from the Plan for final grading, plan and profile of streets, intersection traffic control devices, intersections, traffic signals, turning lanes, center medians, drainage systems, channels and pipes, water systems, sewer systems, and any other similar elements of project design that are or may be encountered in the preparation of final engineering plans; but all such deviations from the Plan must be approved in writing by the City's zoning administrator, according to West Jordan City Code Section 13-5J-10E and other Applicable Law. The Plan and this Agreement authorize setback, parking, height, open space and

other dimensional and location requirements, which rights are considered vested rights on which Master Developer may rely in developing the Project. The location of private rights of way within plats or site plans shall only be located within areas of Village Plans including High and Very Low density designations and shall be detailed in the Village Plan Approval. Notwithstanding anything to the contrary in this Section or in this Agreement, any deviation or variation from the Plan or other Development Documents shall be according to West Jordan City Code Section 13-5J-10E and other Applicable Law.

1.4.4 *Land Disturbance Permit.* Master Developer shall satisfy and comply with all the requirements of the City Code Title 11 Land Disturbance, as in effect as of the Effective Date. The City shall allow Master Developer to grade additional property during the final plat approval process, by considering a larger area than a single phase within the grading and land disturbance portion of the plans.

1.5 **Conditions Precedent.** Consistent with Section 1.2.1, each of the Parties (City and Master Developer) is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. A failure to meet the Conditions as described below shall cause the Agreement to be voidable by either Party hereto. For purposes of this Agreement, the following shall constitute the “Conditions,” to be approved in the following order:

1.5.1 All signatures by the Master Developer and all current property owners on the Agreement before the City Council considers approval of the Agreement;

1.5.2 the final approval and acceptance of this Agreement, including the Master Development Plan, by the City Council; and

1.5.3 the adoption of a zoning map ordinance for the development simultaneous with the approval of this Agreement. The rights of the Master Developer are expressly conditioned upon the City, in its sole discretion, adopting the zoning map ordinance.

1.6 **Separate Development Agreements.** Master Developer or successors in title may elect to propose and enter into separate agreements with City to govern the construction or development of a particular phase or portion of phase within the Project. Nothing in any separate agreement may conflict with the entitlements obtained by Master Developer in this Agreement without the express written consent of City and Master Developer.

ARTICLE II
PROJECT DEVELOPMENT

2.1 **Master Developer Obligations.**

2.1.1 **Phased Development.** The Project will consist of multiple phases, as shown in the Plan, a copy of which is attached hereto as **Exhibit C**, as the same may be supplemented or revised from time to time through the process for a Village Plan Approval. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, review and recording in an orderly fashion (preferably without “leapfrogging”), and similar factors. “Leapfrogging” shall not be permitted if the City determines, in its sole discretion, that it places a severely undue burden on the City’s infrastructure, financial interests, and/or ability to deliver services. The densities, configurations, and product types shown in the Plan shall be configured on a phase-by-phase basis with each submission of a Village Plan. Each subdivision plat and site plan shall be consistent with the Village Plan Approval for each phase and, upon the demonstration of consistency with an applicable Village Plan, shall be presented for approval, according to the City’s ordinances, regulations, and standards. Sub-area plans (Village Plans) are approved by the City Council after an application by Master Developer. The timing, sequencing, and phasing of development of the various phases in the Project shall be as determined by Master Developer, and as approved by the City. For purposes of this Agreement, a change is “generally consistent” if it does not exceed the total average maximum density approved in the Plan, as further described in Section 1.4.1, and is generally consistent even if Master Developer only pursues at any particular time a portion of a phase shown on the Plan. A change is a material modification if it is not generally consistent with the Plan and is not a Minor Adjustment.

2.1.2 **Conveyance or Dedication of Required Easements.** Master Developer shall convey or dedicate to City or other applicable utility provider at no cost such required public utility easements on or within the Project as are consistent with the Plan and the City code and standards and as may be necessary to facilitate the extension of required utility services to and throughout the Project. Master Developer and the City may enter into an agreement for the construction of and/or acquisition and reimbursement of Offsite Improvements, according to Applicable Law.

2.1.3 **Construction of Park, Open Space and Amenities.** Master Developer shall cause the Amenities to be constructed concurrently with each residential phase wherein the Amenities are located (or with which they are associated). Master Developer shall not be required to commence the installation of the Amenities, or portions of the Amenities, before building permits are issued for construction on residential lots adjoining the Amenities, except as specifically set forth herein. The Amenities are depicted in the Plan. All easements and dedications of land in favor of the City for public access or other benefit of the public shall be depicted in a manner acceptable to the City on the appropriate subdivision plat or plats. Upon completion of the Amenities, Master Developer shall dedicate Public Amenities [defined below] to City and other Amenities to a master owner’s association or sub-association(s) for the Project. The public use for Public Amenities shall be governed by the public entity owning such amenity and the use of all other Amenities shall be for the use of those who are members or have private use rights consistent with the rules and requirements of the applicable owner’s association or sub-association. Any Amenities dedicated to the public and described as a public amenity on the Plan

shall be defined herein as a "Public Amenity". City Infrastructure is excluded from the term Public Amenity. The general public shall have no access to Amenities not identified as a Public Amenity, as set forth in the Open Space & Recreation Section (pages 24 to 48) of the Plan. In connection with designing the Open Space, Master Developer shall have the hydraulics of the Open Space area analyzed commencing with the execution of this Agreement so as to determine the ability of the Open Space to accommodate historic flows through what has been called Barney's Creek. Master Developer shall submit this analysis for review and approval by the City. Any walkway or recreation component to allow through traffic in Barney's Creek shall be dedicated by Master Developer as a Public Amenity. The Parties recognize that the State of Utah and Salt Lake County Flood Control have jurisdiction over Barney's Creek and agree to abide by their requirements. The area devoted to perpetual Open Space shall not be less than seventeen percent (17%) of the overall gross acreage for the Project, with a minimum of eight percent (8%) of the area designated as Open Space to be devoted to groomed and irrigated park space which includes hardscape areas such as picnic areas, pavilions, associated parking, playgrounds, etc. Master Developer shall construct substantially complete the construction of a private pool amenity by the time of issuance of the 200th certificate of occupancy and a clubhouse amenity by the time of the issuance of the 400th certificate of occupancy; otherwise, no further Village plans may be submitted by Master Developer to the City for approval. All other Public Amenities and Private Amenities shall be constructed as part of the Village or phase in which they are included. Many of the open spaces will consist of natural, undisturbed park areas for passive recreation opportunities and programmed community park space to be dedicated as Public Amenities within the existing Barney's Creek, with additional open space planned for the regional storm water basin area at the northeast corner of the Project and near a trail corridor along the south side of 8600 South street. A general depiction of the Amenities is on page [24] of the Plan, attached as Exhibit C.

2.1.4 Construction of Certain Infrastructure and Roadways. Access and connecting roads shall provide for safe and efficient circulation within, and adequate entrances and exits for the Project, as described in the Plan. All access and connecting roads shall be completed in accordance with the approved plans and existing specifications submitted in connection with one or more subdivision plats or site plans for the various phases of the Project. Master Developer shall be required to construct the following:

A. Culinary Water and Sanitary Sewer Improvements. Master Developer shall be responsible for constructing and installing the requisite service and distribution lines within the Project necessary for City to provide culinary water and sewer service to the Project. The City's storage capacity limitations for culinary water require construction of infrastructure outside the boundaries of this Project. Infrastructure outside the boundaries of this project and lines within the project shall follow the master plan sizes, except for size increases needed to accommodate increased density of the project (including those discussed in the memo: *Jones Ranch Development Drinking Water Hydraulic Modeling Review, March 6, 2020*), and shall otherwise comply with all City ordinances, regulations, and standards. As an integral part of this development, Master Developer shall construct and install all transmission lines, pump stations, storage reservoirs, and associated infrastructure that will service this project (including Zone 5 North or South), subject to Master Developer and City agreeing on the terms for

reimbursement as described in Section 2.2 below. In the alternative, Master Developer may wait for the City to complete System Improvements according to the City's schedule and in the City's discretion. If Master Developer is required to install lines outside of the Project, or lines within the Project, providing capacity for areas outside of the Project, the Parties shall enter into a mutually acceptable agreement as allowed by Section 2.2 below before Master Developer is obligated to commence any such work.

B. Storm Water Improvements. Master Developer shall construct storm water retention and detention facilities in accordance with the Development Documents to accommodate storm water flows originating from within the Project. As with all other Infrastructure Improvements, Master Developer shall build all storm water Project Improvements and shall pay all impact fees for storm water System Improvements; and Master Developer shall receive a reimbursement for the pro rata share of storm water System Improvements that are not attributable to the Project. Historic flows shall be accommodated through the Open Space area in accordance with Section 2.1.3. Master Developer shall be responsible to provide analysis, to the satisfaction of the City, that sufficient open space is provided to meet the construction needs of the City's regional detention pond (or ponds) prior to developing property overlapping or adjacent to the pond area. Master Developer agrees to provide dedication and transfer ownership to the City for the regional detention pond at no cost. Master Developer shall have no responsibility to construct the regional detention pond or related surface features within or around the pond unless reimbursed by the City according to the terms of a separate agreement. The City shall build the regional detention pond according to its own plans and financial ability, subject to amendment at any time.

2.1.5 Construction Standards. Notwithstanding any other provisions of this Agreement, all improvements to be publicly dedicated shall be constructed in compliance with Applicable Law and this Agreement. For each phase, Master Developer shall enter into an improvement construction and assurance agreement, the form of which is attached hereto as Exhibit D, prior to recording the final plat for that phase, securing completion and warranty of all public improvements in that phase. Master Developer may elect to install public improvements associated with a plat in advance of plat recordation in order to eliminate or reduce the need for providing financial assurances for public improvements within each subdivision plat, provided, however, Master Developer shall be required to provide a one year improvement warranty financial assurance for 'infrastructure improvements' (as that term is defined in Utah Code Ann. § 10-9a-103) in the amount authorized by state law.

2.1.6 Construction Process.

A. Testing. Master Developer shall pay for and complete all soils and materials, and traffic testing required by the Applicable Law. The work shall be performed by testing agencies acceptable to the City Engineer. Copies of all test results shall be submitted to the City Engineer within thirty-six (36) hours after they are issued by the testing agency. The City Engineer may require that the test reports be certified by the testing agency.

B. Timing of Construction. Master Developer shall comply with Applicable Law during the construction process, including also as follows: Master Developer may obtain grading and ground disturbance permits in advance of recording subdivision plats upon providing financial assurance for the value of the restoration of the site on which such work will be performed, in a form acceptable to the City. Master Developer may commence subdivision improvements before or after recordation of a subdivision plat, but only upon compliance with the requirements of City Code § 8-3C-2. With respect to the installation of infrastructure improvements, the Parties agree to comply with Utah Code Ann. §10-9a-802(2)(d)(2018), as may be amended.

2.1.7 File Record Documents. Master Developer shall file with the City Engineer "Record Documents" or "As-Builts" conforming to City requirements.

2.1.8 Indemnification, including Referendum.

A. Indemnification. Master Developer shall, at all times, protect, indemnify, save harmless and defend City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Development Documents, by Master Developer, Master Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement. Nothing in this provision shall be deemed to limit or impair Master Developer's rights or claims for contribution, indemnification or relief against Master Developer's contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Master Developer shall not be required to indemnify, hold harmless, or defend City from any claims or liabilities caused by, or resulting from, any actions or failures to act by City or its agents, employees, officers, or contractors.

B. Referendum. In the event of a referendum for the approval of this Agreement or the zoning ordinance, and if the City in its sole discretion, subsequent to the approval of this Agreement, elects to defend against a Referendum (includes a referendum or similar ballot measure), the Master Developer shall reimburse City's attorney's fees, court costs, and any related costs of defending against the Referendum. The Master Developer's obligation to indemnify the City during any defense of a Referendum shall be reimbursed within ten (10) days of the City providing notice to Master Developer of the City's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the City. Master Developer's obligation to indemnify against the costs of defense shall exist regardless of the outcome of the Referendum or decisions to modify or withdraw the approval.

2.2 Reimbursement. If the Master Developer chooses to develop a portion of the Project which triggers the need for any "oversized" or "system" improvements (that exceed

Master Developer's pro rata share), as system is defined by Utah Code Ann. §§ 11-36a-101, *et seq.*, and if these master planned improvements are not on the 6-year capital facilities plan, then Master Developer and City shall enter into a separate reimbursement or pioneering agreement to set the terms for the repayment that provide for assure a full reimbursement, subject to available impact fees and according to the City's standard policies and procedures, including the term or expiration date of agreements. Any such agreement shall continue until Master Developer is fully reimbursed. The City shall work with the Master Developer to add eligible improvements onto the 6-year capital facilities plan after a specific written request is provided by the Master Developer to the City. All reimbursement or pioneering agreements, if completely funded by the City Council-approved 6-year capital facilities plan or other City Council-approved funding, may be approved and signed by the Mayor without additional City Council approval. Otherwise, these separate pioneering or reimbursement agreements shall be considered by the City Council for approval.

2.3 Culinary Water, Sanitary Sewer and Stormwater Improvements. City represents to Master Developer that City appears to have sufficient water rights, or access to culinary water supply, for the Project, subject to availability from Jordan Valley Water Conservancy District. City also represents to Master Developer that City does not have sufficient culinary water infrastructure, including for delivery and storage, for the Project. The Parties acknowledge that both system and project improvements for sanitary sewer utilities, storm water utilities and culinary water service, including without limitation, water capacity, storage, and water main extensions leading to the Property, do not currently exist to allow Master Developer to proceed with development of all phases of the Project. City agrees that it shall take reasonable efforts to make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates, and availability) culinary water, sanitary sewer and storm water service. Culinary water, sanitary sewer and storm water utility services will be provided through delivery and detention systems constructed within the Project by Master Developer as depicted in the Development Documents. To the extent the delivery systems are properly and timely constructed by Master Developer, including any offsite Infrastructure, and all other necessary Infrastructure is constructed and available for use, etc., such services, if available, shall be provided at such times as required by the construction of the Project and so as not to delay construction. Construction of Infrastructure within the Project to serve later constructed phases shall be Master Developer's responsibility.

2.4 Moderate Income Housing and Accessory Units. Master Developer shall develop moderate income housing for five (5) percent of the total units for the Project and shall locate the moderate income housing units in locations selected by Master Developer and dispersed throughout the Project. If Master Developer develops the maximum number of total units identified in Section 1.4.1, this would require developing 148 moderate income housing units. If allowed by City code, Master Developer may locate accessory dwelling units on parcels within the Project, as depicted on Village subdivision plats, without consuming any of the density units approved and vested in Section 1.4.1. Accessory dwelling units shall be consistent with City code regarding the size of property on which they are located. Accessory dwelling units operated as moderate income housing units shall count towards satisfying the five percent standard for the Project. Accessory dwelling units may be rented but not sold independent of the primary property. Those moderate income housing units that are not accessory dwelling units and that are offered for sale shall be subjected to a deed restriction for a term of forty years in accordance with a

moderate housing plan administered by a housing authority selected by the City, in consultation with Master Developer. Master Developer shall, with each Village Plan, track the number of moderate income housing units and accessory dwelling units planned in that Village Plan and in all prior Village Plans in relationship to the entire Project.

2.5 Real Property Acquisition. Master Developer shall acquire the real property interests as determined by the City and in an appropriate time as determined by the City that are necessary by the City to construct and operate the Project Improvements and System Improvements. If, after making reasonable efforts to negotiate with the property owner(s), the Master Developer is unable to acquire the necessary real property interests through a voluntary transaction, the Master Developer may request assistance from the City. Any cost of acquisition of such that exceeds the pro rata share of Master Developer's obligation for System Improvements shall be eligible for reimbursement as a Reimbursable System Improvement Expense or eligible for reimbursement by separate reimbursement or pioneering agreement under Section 2.2 on terms reasonably acceptable to both Parties.

2.6 System Improvements. Attached as Exhibit E are depictions of the anticipated System Improvements or master planned improvements that traverse or may affect the Project. Construction of certain elements of these improvements may be built by City or if not by City, by Master Developer in accordance with Section 2.2. If System Improvements are constructed by the Master Developer, the City shall have full design and construction oversight authority, as provided by City Code and other applicable law.

ARTICLE III REIMBURSEMENT OBLIGATIONS

3.1 Reimbursements. The Parties acknowledge that certain System Improvements will need to be constructed to service the Project and other areas within the City's jurisdiction. For purposes of this Section 3.1, System Improvements shall mean those improvements that are not project improvements ("Project Improvements") as defined in Utah Code Ann. 11-36-102. City and Master Developer may by separate reimbursement agreement agree to have Master Developer construct the System Improvements. If City and Master Developer cannot mutually agree on the terms of such agreements, Master Developer may either choose to construct the System Improvements at its own cost or delay further development of the Project until the System Improvements are constructed by a part of other development projects as approved by the City in its sole discretion.

Not all System Improvements are currently adequate for the Project. Master Developer may build the System Improvements and receive reimbursement for such on terms mutually agreeable to the City, but: (i) the amount of reimbursement is the pro rata or proportionate share (as defined by Utah Code Ann. §§ 11-36a-101, *et seq.*) of System Improvements not attributable to the Project, with the timing on payment being according to the City's standard "queue system" ("first in, first out" order of priority system currently being implemented pursuant to West Jordan City Code Sections 8-3B-1 *et seq.*) applicable to all developers with the exception that Master Developer shall be entitled to a reimbursement period of twenty-five (25) years with the option to extend for additional five (5) year increments until reimbursed in full, and with the source of funds being impact fees, and as otherwise acceptable to the City, all according to the City's regular procedures

(including the City only reimbursing relative to the minimum size allowable); and (ii) Master Developer may choose to not develop until the System Improvements are otherwise constructed to provide for the Project need. Notwithstanding the foregoing, the City agrees to bond for the Off-Site Water Improvements on or before June 30, 2025 and reimburse Master Developer the City's pro rata or proportionate share (as defined by Utah Code Ann. §§ 11-36a-101, *et seq.*) of the Off-Site Water Improvements on or before December 31, 2025. As referenced in Section 2.2 above, all reimbursement agreements, if completely funded by City Council-approved Capital Facilities Plans, Strategic Plans, and or similar plans, may be approved and signed by the mayor without additional City Council approval. City and Master Developer may in such reimbursement agreements arrange for reimbursement through impact fee reimbursements or direct payment based on Applicable Law and on the improvement categories in the following chart:

| Type of System Improvement | City Impact Fee Category |
|--|---|
| Public Amenity(ies) | Parks and Recreation |
| Water Improvements | Water |
| Storm Water Improvements | Storm |
| Sewer Improvements | Sewer |
| The road improvements described in Section 4.1 | Transportation |
| Any Oversizing, including any Upsizing of right of way above and beyond minimum legal requirements | From appropriate impact fee fund associated with the Oversized/Upsized improvement. |

After receiving, in writing, a request from the Master Developer to add appropriate specific System Improvements, which are identified on the City's respective master plans, and if the City verifies that the requirements of this Agreement and Applicable Law have been met, City shall add the above listed System Improvements to its impact fee facility plans and shall collect impact fees in accordance with Applicable Law. City further agrees to the following requirements regarding the reimbursements required under this Agreement:

3.1.1 **Estimates.** Master Developer shall provide to City estimates and bids for those System Improvements which Master Developer intends to construct, and if the City verifies that the requirements of this Agreement and Applicable Law have been met, the City shall update its impact fee facilities plan accordingly.

3.1.2 **Invoices.** Master Developer shall forward to City all invoices it receives for costs and expenses that Master Developer incurs for the design, construction and installation of the System Improvements ("Developer's Invoices"). All such Developer's Invoices, if such Invoices are verified by the City to be for expenses which exceed Master Developer's pro rata share of System Improvements, shall constitute Reimbursable System Improvement Expenses.

3.1.3 **Periodic Reimbursements.** Unless different terms are set forth in a separate reimbursement or pioneering agreement under Section 2.2, City shall reimburse Master Developer for approved Reimbursable System Improvement Expenses from impact fees collected on a City-wide basis, subject to the actual receipt of impact fees by the City from other development. As identified in Section 3.1 above, Master Developer may build the System Improvements and receive reimbursement for such on terms mutually agreeable to the City, but: (i) the amount of

reimbursement is the pro rata share of System Improvements not attributable to the Project, with the timing on payment being according to the City's standard queue system applicable to all developers with the exception that Master Developer shall be entitled to a reimbursement period of twenty-five (25) years with the option to extend for additional five (5) year increments until reimbursed in full, and with the source of funds being impact fees, and as otherwise acceptable to the City; and (ii) Master Developer may choose to not develop until the system improvements are otherwise constructed to provide for the Project need.

3.1.4 **No Reduction.** City shall not enact a moratorium on collecting impact fees and shall include the obligations set forth in this Agreement into any subsequently amended or adopted impact fee facilities plan; except as allowed by Section 8.2 herein and except that court action, legislative action, or any other act outside the authority of the City to reasonably control, which affects the collection of impact fees, shall not be deemed as enacting a moratorium. Likewise, providing an incentive to an individual business shall not be deemed as enacting a moratorium.

ARTICLE IV ROAD DEVELOPMENT, IMPACT FEES, SYSTEM IMPROVEMENTS

4.1 **Public Roads.** Any right of way and construction costs for a portion of road internal to the Project which exceeds the width set forth in the City's ordinances, regulations, and standards, and which is approved by the City, shall be classified as System Improvements, and Master Developer shall be entitled to receive reimbursement in accordance with Applicable Law and ARTICLE III for the cost of the work performed under this Section. The width set forth in the City's ordinances, regulations, and standards is seventy (70) feet, which is the width of a typical collector roadway pursuant to existing City standards.

4.2 **Dedication and Construction of Local Streets and Other Streets.** The Project shall include such other streets located within the Project that are "local" streets, some of which are depicted on the Plan (collectively, the "Project Streets"). Master Developer agrees to dedicate the right of way for the Project Streets, without encumbrances, by road dedication or other plat or plats at no charge to City. Master Developer agrees to be responsible for constructing the Project Streets and for all costs incurred in acquiring any additional right of way necessary for Project Streets. All streets shall be designed and constructed consistent with general City standards or the standards in the Master Development Plan. Master Developer is required to construct and dedicate the necessary property for all intersection and roadway improvements depicted in the Plan. Notwithstanding the foregoing, the City shall bear the cost of purchasing the remaining right of way needed for the completion of 8600 South Street, between 6400 West and the eastern boundary of the Bridgeport Subdivision, which right-of-way is a System Improvement. The City Council, by approving this Agreement, and pursuant to West Jordan City Code 14-5-5H, hereby approves of the 9000 South Street half road width shown in the Master Development Plan.

4.3 **Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development of the Property, whether by Master Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents, including the Master Development Plan. As per Section 1.2.2, the setbacks and other dimensional requirements set forth in the Master Development Plan may vary

from those found in the City's codes and laws, as specifically depicted in the the Master Development Plan; and the allowances and requirements in the Master Development Plan shall govern over such conflicting standards. As identified in Section 8.16, the terms of this Agreement run with the land.

4.4 Impact Fees; Public Improvement District. Master Developer will be assessed and required to pay impact fees calculated by City in accordance with the Utah Impact Fees Act, unless otherwise agreed to by the City in writing by separate agreement. If impact fees are assessed, impact fees will not be assessed and collected until applications for building permits are submitted for particular lots or parcels within approved subdivision plats and site plans.

4.5 Costs of Application Processing. Master Developer will be responsible for paying all City fees and charges appropriately assessed for projects of the type being presented by Master Developer, including payment of hourly charges for all internal expert reviews and involvement to the extent such fees are charged uniformly to all properties, persons and entities similarly situated.

4.6 System Improvements. All improvements and associated expenditures identified herein as System Improvements or where such improvements provides service or capacity to projects or users beyond the service or capacity demands of the Project shall be classified as System Improvements. Reimbursement may only be for the pro rata portion in excess of Project Improvement demand. Master Developer shall be reimbursed, in accordance with ARTICLE III, for the costs incurred in constructing System Improvements. Master Developer shall provide City with estimates for the costs of all System Improvements as they are received. City shall use the cost estimates in updating its impact fee facilities plans. Master Developer shall provide regular reports of all costs incurred by Master Developer in constructing System Improvements and in calculating Reimbursable System Improvement Expenses. City shall provide Master Developer with reports on impact fees collected upon reasonable request.

ARTICLE V DEVELOPMENT APPLICATIONS AND DISPUTES

5.1 Development Applications. City shall promptly review and process Development Applications in accordance with this Agreement, and all required processes and procedures. If City chooses to deny a Development Application, it must first proceed with the process described below in advance of issuing a denial, unless Master Developer waives its rights in writing to the dispute resolution process described below.

5.2 Disputes.

5.2.1 Meet and Confer. Before issuing a denial, City and a representative of Master Developer shall meet to confer and resolve any issues identified by City as a basis for denial of a Development Application.

5.2.2 Mediation of Development Application Denials.

A. Issues Subject to Mediation. Issues resulting from City's proposed denial of a Development Application that have not been resolved by "Meet and Confer" as described above shall be mediated and include the following:

(i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments,

(ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

(iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with the intended purpose of the Plan,

(iv) any item subject to arbitration under Section 5.2.3; and

(v) the issuance of building permits.

B. Mediation Process. If City and Master Developer are unable to resolve a disagreement subject to "Meet and Confer, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If there is jurisdiction and if it is otherwise possible, the Parties shall use the Office of the Property Rights Ombudsman, or the list of mediators maintained by that Office. If City and Master Developer are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

5.2.3 Utah District Court Review.

A. Parties shall first attempt mediation as specified in Section 5.2.2.

B. If City and Master Developer are unable to resolve an issue through mediation, the Parties agree that there is a final decision and all administrative

remedies have been exhausted, such that Utah District Court review is available pursuant to Utah Code Sections 10-9a-708 and 10-9a-801. Jurisdiction may also be available in another court, as allowed by law.

ARTICLE VI DEFAULT AND COSTS

6.1 Default. In the event of a failure by any Party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other Party, the non-defaulting Party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

6.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

6.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

6.2 Insolvency. Insolvency, bankruptcy or any voluntary or involuntary assignment by any Party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such Party under this ARTICLE VI.

6.3 Court Costs and Attorney Fees. In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing Party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

ARTICLE VII ASSIGNMENT AND RECORDATION

7.1 Assignment and Transfer of Development. If Master Developer assigns, transfers, or otherwise conveys the entire Project or any portion thereof to a subsequent owner, then this Development Agreement shall inure to the benefit and detriment of the subsequent owner, and shall not relieve the subsequent owner from any responsibilities or duties set forth herein. The rights and obligations of Master Developer shall automatically be assigned and assumed by subsequent purchasers of the Project or any portion thereof, and Master Developer shall be released from the obligations and shall have relinquished all rights related to such portion as a result of the assignment and the assumption by subsequent purchasers. Subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations and the rights of Master Developer pursuant to this Agreement. However, in the event that subsequent purchasers of the Project do not expressly assume the obligations and rights of this Agreement, they shall still be bound to the terms of, and obligations of this Agreement. To the extent that such assignments, transfers and conveyances are in anticipation or furtherance of future land use approvals and development of the Project or a particular portion therein, City further agrees that, consistent with the provisions of Section 10-9a-103(57)(c)(v) of the Utah Code Annotated, Master Developer may convey portions of the Project by metes and bounds prior to recordation of a plat of subdivision for such portion and City agrees to execute an acknowledgment on such deeds of conveyance (each a

“Transfer Deed”) for the purposes of acknowledging only City’s consent to the conveyance by metes and bounds of the real property that is the subject of the applicable Transfer Deed. Master Developer expressly acknowledges that City’s execution of a Transfer Deed shall not in any way be deemed a waiver of the requirement that the property transferred pursuant to such Transfer Deed shall be subject to the approval process set forth in this Agreement, including the requirement regarding recordation of a final plat and approved site plan. If Master Developer sells the Project, the sale documents must be approved by the City.

7.2 Recordation. After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Master Developer. Each commitment and restriction on development set forth herein shall be a burden on the real property constituting the Project, shall be appurtenant to and for the benefit of City and shall run with the land. Likewise, any right of the Master Developer set forth herein shall inure to the benefit of any assignee and/or transferee of this Agreement unless specifically otherwise agreed to in writing by the City at the time of such assignment or transfer by the Master Developer.

ARTICLE VIII GENERAL MATTERS

8.1 Amendments. Any alteration or change to this Agreement shall be made in a writing executed by Master Developer and City, after approval by City’s appropriate legislative body. Successors-in-title to a portion of the Project may enter into an amendment, amendments, or agreement affecting only such portion of the Project owned by such owner without obtaining the written signature of the other property owners within the Project so long as such amendment is consistent with Section 1.6 above.

8.2 Exclusion from Moratoria. The Project shall be excluded from any moratorium adopted pursuant to Utah Code Ann. §10-9a-504 unless allowed by Section 3.1.4 herein or unless such a moratorium is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

8.3 Captions and Construction. This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto and shall be interpreted in accordance with Utah law. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words “include” and “including” shall mean “including, but not limited to” and shall not be interpreted to limit the generality of the terms preceding such word. To the extent a general provision of Applicable Law conflicts with a specific provision of this Agreement or interpretation necessary to give effect to the Plan, the Agreement or specific provision of the Plan shall control.

8.4 Laws and Forum. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.

8.5 Applicable Law, Interpretation. The rules, regulations, official policies, standards and specifications applicable to the development of the Project (the “**Applicable Law**”), including the applicable City ordinances, resolutions, state law, and federal law, shall be those in effect as of November 15, 2019, the date of the filing of the complete Application. Furthermore, pursuant to Sections 1.2.2 and 4.3, the setback, height, landscaping, signage and other similar entitlements provided for in the Plan shall be considered design standards and part of the Applicable Law. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other City ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with City a completed application for building permit. To the extent that this Agreement and the Plan are silent as to any matter pertinent to the development of the Project, the Parties rights and obligations shall be controlled by the Applicable Law. Consistent with Section 1.2.2, to the extent that a provision of this Agreement, its Plan and the ordinance enacting the Agreement and applying the zoning district to the Property conflicts with a City ordinance, regulation, resolution, policy, design criteria or condition imposed in connection with approval of the Plan, the provisions of this Agreement and/or the Plan shall apply.

8.6 Legal Representation. Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.

8.7 Non-Liability of City Officials. No officer, representative, agent or employee of a Party hereto shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

8.8 No Third Party Rights. Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties. The consenting owners identified on the signature pages for this Agreement are intended third party beneficiaries of this Agreement but are not Parties for terms of amendments or discharging the obligations set forth herein.

8.9 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; health or disease interruptions; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have notified the other Party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

8.10 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

City: West Jordan City
8000 South Redwood Road
West Jordan, Utah 84088
Attention: City Clerk

Attorney: West Jordan City
Office of the City Attorney
8000 South Redwood Road
West Jordan, Utah 84088
Attention: Rob Wall, Esq.

Master Developer: Ivory Development, LLC
978 Woodoak Lane
Salt Lake City, UT 84117
Attn: Chris Gamvroulas

Attorney: Ivory Development, LLC
978 Woodoak Lane
Salt Lake City, UT 84117
Attn: Analise Wilson, General Counsel

With a copy to: Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Attn: Wade R. Budge

Such addresses may be changed by notice to the other Party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

8.11 Entire Agreement. This Agreement, together with the Exhibits attached hereto, the Plan, documents referenced herein and all regulatory approvals given by City for the Project, contain and constitute 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. It is expressly agreed by the Parties that this Agreement and any additional agreements between Master Developer and City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the development of the Project.

8.12 Effective Date. This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date, provided, however, if a legal challenge is brought to the enactment of the ordinance or resolution approving this Agreement, within 31 days of the enactment of the same,

then Master Developer shall be entitled to rescind this Agreement within 10 business days of the filing of such challenge.

8.13 Termination. This Agreement shall terminate upon the first of the following to occur: (i) mutual written agreement of the Parties, (ii) Buildout, (iii) failure to apply for a subdivision plat or site plan approval within one year after the Effective Date, or (iv) twenty-five (25) years after the Effective Date, whichever occurs first.

8.14 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.


8.15 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to any portion of the Project shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to any portion of the Project in which it holds an interest. Any such holder who comes into possession of any portion of the Project, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take such portion of the Project, subject to any pro rata claims for payments or charges against such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project, or portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, as would be the case in any assignment, and thus shall be subject to all of the terms and conditions of this Agreement, to include the obligations related to the completion of amenities and improvements.

8.16 Agreement Runs with the Land. This Agreement shall be recorded against the Project as described in the Exhibit A. The agreements, benefits, burdens, rights and responsibilities contained herein, including all vested rights and obligations of Master Developer, shall be deemed to run with the land and shall be binding on and shall inure to the benefit of the successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. This Agreement, and the Development Application, shall also apply to all current owners of real property in the Project, and their assigns, who are bound to all the terms of this Agreement. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project.

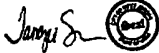
8.17 Effect of Agreement; Release of Claims. Nothing in this Agreement shall be construed to relieve Master Developer of any obligations imposed on Master Developer by federal or state laws, city and county ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Master Developer of any and all claims Master Developer has or may claim to have with respect to City's application of the City Code to the development or the imposition of any requirement expressly set forth in this Agreement or the Development Documents. Moreover, Master Developer hereby releases and waives any and all claims Master Developer may have against City with respect to any land use application submittals, acceptances, approvals, denials or processing with respect to the Project occurring prior to the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the Effective Date.

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah:

By: 
Dirk Burton
Mayor

ATTEST:


Tangee Sloan
City Recorder

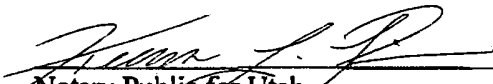
ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 9 day of Nov, 2020, before the undersigned notary public in and for the said state, personally appeared Dirk Burton known or identified to me to be the Mayor of West Jordan City, and Tangee Sloan, the City Recorder of West Jordan City, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.




Notary Public for Utah
Residing at: Davis County
My Commission Expires: 03-04-2024

MASTER DEVELOPER:

IVORY DEVELOPMENT, LLC,
a Utah limited liability company:

By: *Ant P. [Signature]*
Its: PRESIDENT

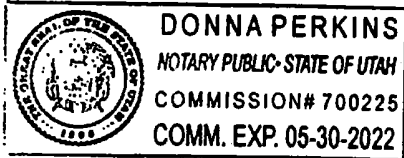
ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 2 day of November, 2020 before the undersigned notary public in and for the said state, personally appeared Christopher Camurolas, known or identified to me to be the President of **IVORY DEVELOPMENT, LLC**, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

[Signature]
Notary Public for Utah
Residing at: Salt Lake
My Commission Expires: 5-30-2022



ACKNOWLEDGEMENT AND CONSENT

Each of the below listed owners is an owner of a portion of the Property and hereby acknowledges that Master Developer is authorized to enter into this Agreement and hereby provides its consent concerning the same. Moreover, pursuant to Section 8.16 above, each below listed owner acknowledges that this Agreement shall also apply to all current owners of real property in the Project, who are bound to all the terms of this Agreement.

IVORY LAND CORPORATION is an owner (Owner") of a portion of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT JONES RANCH", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature below IVORY LAND CORPORATION (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

IVORY LAND CORPORATION, a Utah corporation

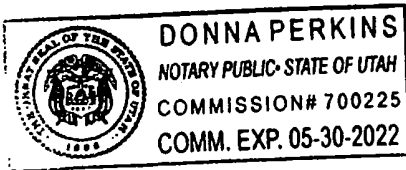
By: [Signature]
Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF Utah)
County of Salt Lake) ss.

On this 2 day of November, 2020, before the undersigned notary public in and for the said state, personally appeared Christopher P. Gamvrolak known or identified to me to be the President of IVORY LAND CORPORATION, a Utah corporation, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

[Signature]
Notary Public
Residing at: Salt Lake
My Commission Expires: 5-30-2022



STAKER & PARSON COMPANIES is an owner (Owner") of a portion of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT JONES RANCH", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature below STAKER & PARSON COMPANIES (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

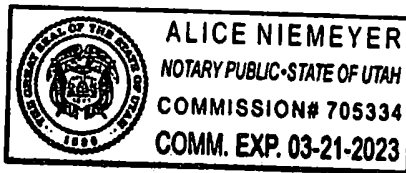
STAKER & PARSON COMPANIES, a Utah corporation

By: [Signature]
 Its: General Manager

ACKNOWLEDGMENT

STATE OF Utah)
) : ss.
 County of SL)

On this 30 day of October, 2020, before the undersigned notary public in and for the said state, personally appeared Chris Vlincheta, known or identified to me to be the General Manager of STAKER & PARSON COMPANIES, a Utah corporation, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
 Notary Public
 Residing at: SLC Utah
 My Commission Expires: 3/21/2023

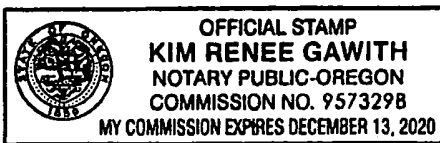
Vicky R. Jones, Trustee of the Vicky R. Jones Survivors Trust UTA February 25, 2016 is an owner (Owner") of a portion of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT JONES RANCH", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature below Vicky R. Jones, Trustee of the Vicky R. Jones Survivors Trust UTA February 25, 2016 (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

By Vicky R. Jones Trustee
 Vicky R. Jones, Trustee of the Vicky R. Jones
 Survivors Trust UTA February 25, 2016

ACKNOWLEDGMENT

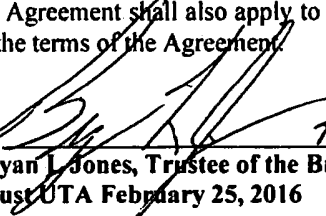
STATE OF Oregon)
) : ss.
 County of Umatilla)

On this 30 day of October, 2020, before the undersigned notary public in and for the said state, personally appeared Vicky R Jones, known or identified to me to be Vicky R. Jones, Trustee of the Vicky R. Jones Survivors Trust UTA February 25, 2016, and the person who executed the foregoing instrument and acknowledged to me that said trust executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Kim Renee Gawith
 Notary Public
 Residing at: Penoliten
 My Commission Expires: 12-13-2020

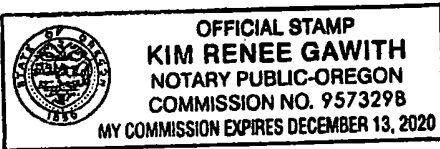
Bryan L Jones, Trustee of the Bryan L. Jones GST Trust UTA February 25, 2016 and Bryan L Jones is each an owner (Owner") of a portion of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT JONES RANCH", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its and his signature below **Bryan L Jones, Trustee of the Bryan L. Jones GST Trust UTA February 25, 2016 and Bryan L Jones** each (i) acknowledges that it/he has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

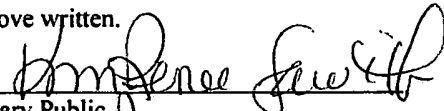
By  **TRUSTEE**
 Bryan L Jones, Trustee of the Bryan L. Jones GST
 Trust UTA February 25, 2016

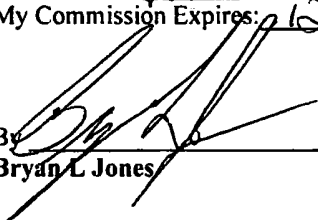
ACKNOWLEDGMENT

STATE OF Oregon)
) : ss.
 County of Umatilla)

On this 30 day of October, 2020, before the undersigned notary public in and for the said state, personally appeared Bryan L Jones, known or identified to me to be **Bryan L Jones, Trustee of the Bryan L. Jones GST Trust UTA February 25, 2016**, and the person who executed the foregoing instrument and acknowledged to me that said trust executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



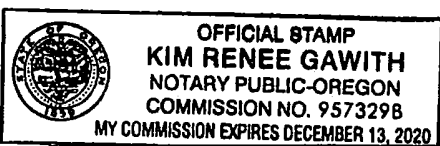

 Notary Public
 Residing at: Pendleton
 My Commission Expires: 12-13-2020

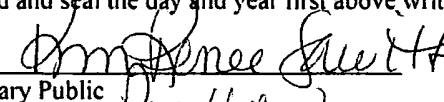
By 
 Bryan L Jones

ACKNOWLEDGMENT

STATE OF Oregon)
) : ss.
 County of Umatilla)

On this 30 day of October, 2020, before the undersigned notary public in and for the said state, personally appeared Bryan L Jones, known or identified to me to be **Bryan L Jones**, and the person who executed the foregoing instrument and acknowledged to me that said individual executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.




 Notary Public
 Residing at: Pendleton
 My Commission Expires: 12-13-2020

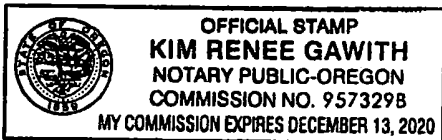
LeAnna Jones, Trustee of the LeAnna Jones GST Trust UTA February 25, 2016 and LeAnna Jones is each an owner (Owner") of a portion of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT JONES RANCH", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its and her signature below LeAnna Jones, Trustee of the LeAnna Jones GST Trust UTA February 25, 2016 and LeAnna Jones each (i) acknowledges that it/she has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

By LeAnna Jones, Trustee
 LeAnna Jones, Trustee of the LeAnna Jones GST Trust
 UTA February 25, 2016

ACKNOWLEDGMENT

STATE OF Oregon)
) : ss.
 County of Umatilla)

On this 30 day of October, 2020 before the undersigned notary public in and for the said state, personally appeared LeAnna Jones, known or identified to me to be **LeAnna Jones, Trustee of the LeAnna Jones GST Trust UTA February 25, 2016**, and the person who executed the foregoing instrument and acknowledged to me that said trust executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



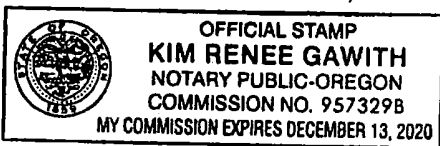
Kim Renee Gawith
 Notary Public
 Residing at: Pendleton
 My Commission Expires: 12-13-2020

By LeAnna Jones
 LeAnna Jones

ACKNOWLEDGMENT

STATE OF Oregon)
) : ss.
 County of Umatilla)

On this 30 day of October, 2020 before the undersigned notary public in and for the said state, personally appeared LeAnna Jones, known or identified to me to be **LeAnna Jones**, and the person who executed the foregoing instrument and acknowledged to me that said individual executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Kim Renee Gawith
 Notary Public
 Residing at: Pendleton
 My Commission Expires: 12-13-2020

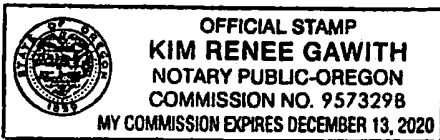
Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016 and Jeneal Harshman is each an owner (Owner") of a portion of the Property referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT JONES RANCH", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its and her signature below Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016 and Jeneal Harshman each (i) acknowledges that it/she has reviewed the terms and provisions of the Agreement (including exhibits and all material referenced in the Agreement), (ii) has had opportunity if so desired to review the Agreement with legal counsel, (iii) acknowledges that Master Developer is authorized to enter into this Agreement, and (iv) acknowledges that pursuant to Section 8.16 above of the Agreement, the Agreement shall also apply to all current owners of real property in the Project, who are likewise bound to all the terms of the Agreement.

By Jeneal Harshman Trustee
 Jeneal Harshman, Trustee of the Jeneal Harshman GST
 Trust UTA February 25, 2016

ACKNOWLEDGMENT

STATE OF Oregon)
) : ss.
 County of Umatilla)

On this 30 day of October, 2020, before the undersigned notary public in and for the said state, personally appeared Jeneal Harshman, known or identified to me to be **Jeneal Harshman, Trustee of the Jeneal Harshman GST Trust UTA February 25, 2016**, and the person who executed the foregoing instrument and acknowledged to me that said trust executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



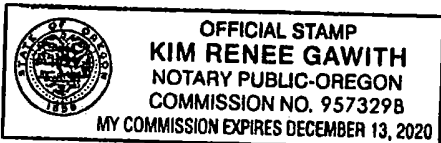
Kim Renee Gawith
 Notary Public
 Residing at: Pendleton
 My Commission Expires: 12-13-2020

By Jeneal Harshman
 Jeneal Harshman

ACKNOWLEDGMENT

STATE OF Oregon)
) : ss.
 County of Umatilla)

On this 30 day of October, 2020 before the undersigned notary public in and for the said state, personally appeared Jeneal Harshman, known or identified to me to be **Jeneal Harshman**, and the person who executed the foregoing instrument and acknowledged to me that said individual executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Kim Renee Gawith
 Notary Public
 Residing at: Pendleton
 My Commission Expires: 12-13-2020

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

WEST COMPOSITE SURVEY DESCRIPTION

A portion of the South Half of Section 33 and SW1/4 of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian and the NW1/4 of Section 3 and NW1/4 & NE1/4 of Section 4, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of State Route 111 (Bacchus Highway), as determined by survey, as it intersects the extension of the north line of that Real Property as described by Warranty Deed recorded as Entry No. 10033659 in Book 9435 at Page 3799 of the Official Records of Salt Lake County, located S89°51'40"E along the Section line 1,103.50 feet from the Northwest Corner of Section 3, T3S, R2W, SLB&M (Basis of Bearing: N0°08'45"E along the Section line between the West 1/4 Corner and the Northwest Corner of Section 3, T3S, R2W, SLB&M); thence to and along said deed the following three (3) courses: (1) N89°51'40"W 311.48 feet; thence (2) S00°08'19"W 372.33 feet; thence (3) S89°51'40"E 259.75 feet to said westerly right-of-way line; thence S08°02'55"W along said westerly right-of-way line 2,288.00 feet to a point on the 1/4 Section line; thence N89°46'19"W along the 1/4 Section line 737.23 feet to the West 1/4 Corner of said Section 3; thence N89°53'19"W along the 1/4 Section line 3,514.39 feet to the Southeast corner of that Real Property as described by Warranty Deed recorded as Entry No. 3699312 in Book 5401 at Page 334 of the Official Records of Salt Lake County; thence N00°12'47"E along said deed 2,640.08 feet to a point on the Section line; thence S89°50'28"E along the Section line 652.90 feet; thence N03°19'35"W 1,306.55 feet to the east line of the Kennecott right-of-way as it intersects the 1/16th Section (40 acre) line and an Ensign Engineering & Land Surveying rebar & cap; thence S89°30'47"E along the 1/16th Section (40 acre) line 242.37 feet to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 33, T2S, R2W, SLB&M; thence S89°30'55"E along the 1/16th Section (40 acre) line 2,668.94 feet to the Section line; thence S01°01'24"E along the Section line 412.80 feet to the Southwest corner of that Real Property as described by Warranty Deed recorded as Entry No. 12444178 in Book 10515 at Page 9772 of the Official Records of Salt Lake County; thence S80°45'14"E along said deed 1,231.20 feet to said westerly right-of-way line; thence S08°02'55"W along said westerly right-of-way line 686.27 feet to the point of beginning.

Contains: 372.67 acres+/-

EAST COMPOSITE SURVEY DESCRIPTION

A portion of the NW1/4 & NE1/4 of Section 3, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Utah, more particularly described as follows:

Beginning at a point on the easterly right-of-way line of State Route 111 (Bacchus Highway), as determined by survey, located S89°51'40"E along the Section line 1,229.70 feet from the Northwest Corner of Section 3, T3S, R2W, SLB&M (Basis of Bearing: N0°08'45"E along the Section line between the West 1/4 Corner and the Northwest Corner of Section 3, T3S, R2W, SLB&M); thence S89°51'40"E along the Section line 1,416.09 feet to the North 1/4 Corner of said Section 3; thence S89°51'20"E along the Section line 2,524.93 feet to the northwest corner of that Real Property as described by Final Order of Condemnation and Judgement of Just Compensation recorded as Entry No. 10059359 in Book 9446 at Page 8356 of the Official Records of Salt Lake County; thence along said final order the following five (5) courses: (1) S00°08'33"W 44.94 feet; thence (2) southeasterly along the arc of a non-tangent curve to the right having a radius of 50.00 feet (radius bears: S00°08'25"W) a distance of 77.90 feet through a central angle of 89°16'19" Chord: S45°13'25"E 70.26 feet; thence (3) S00°35'22"E 465.98 feet; thence (4) along the arc of a curve to the left with a radius of 5,045.00 feet a distance of 279.37 feet through a central angle of 03°10'22" Chord: S02°10'33"E 279.33 feet to a point of reverse curvature; thence (5) along the arc of a curve to the right having a radius of 4,955.00 feet a distance of 201.23 feet through a central angle of 02°19'37" Chord: S02°35'56"E 201.21 feet to the northeast corner of that Real Property as described by Special Warranty Deed recorded as Entry No. 12424987 in Book 10506 at Page 4907 of the Official Records of Salt Lake County; thence along said deed the following two (2) courses: (1) N89°46'19"W 950.17 feet; thence (2) S00°08'20"W 1,605.00 feet to a point on the 1/4 Section line; thence N89°46'19"W along the 1/4 Section line 3,434.28 feet to said easterly right-of-way line; thence N08°02'55"E along said easterly right-of-way line 2,664.10 feet to the point of beginning.

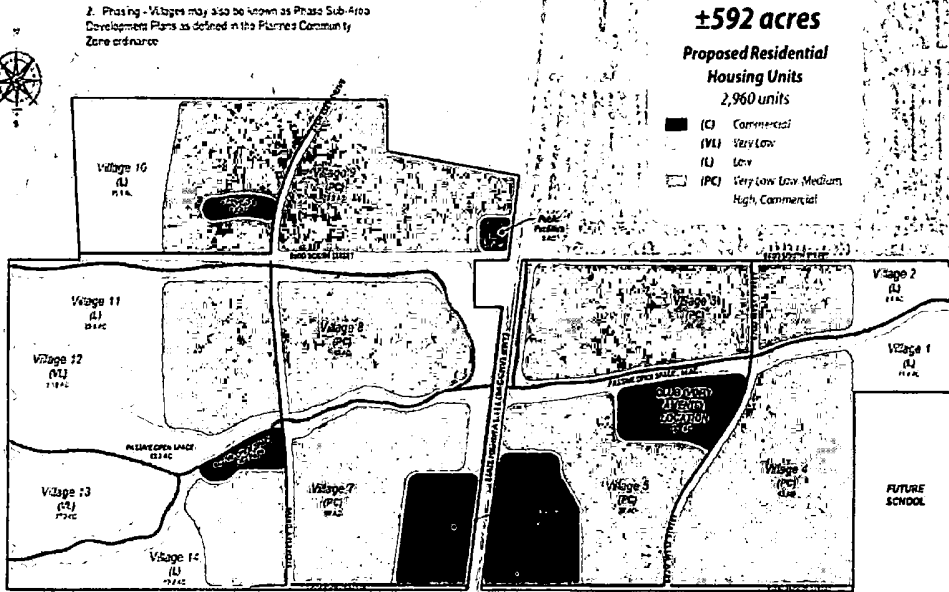
Contains: 219.32 acres+/-

EXHIBIT B
LAND USE PLAN

JONES RANCH LAND USE DIAGRAM

Notes

1. Street design within each Village shall be defined at preliminary plan approval.
2. Phasing - Villages may also be known as Phase Sub-Area Development Plans as defined in the Planned Community Zone ordinance.



JONES RANCH  west jordan, utah

EXHIBIT C

MASTER DEVELOPMENT PLAN* ("PLAN")

[to be attached upon approval]

(*link embedded electronically)

EXHIBIT B

FORM OF ASSURANCE AGREEMENT*

(*link embedded electronically)

EXHIBIT E

ANTICIPATED INFRASTRUCTURE *

(*link embedded electronically)

157

Ordinance No. 20-35 Jones Ranch MDP MDA - final

Final Audit Report

2020-11-06

| | |
|-----------------|---|
| Created: | 2020-11-06 |
| By: | Cindy Quick (Cindy.quick@westjordan.utah.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA_00fn9Tq5cN3L6jaoYH6gH4vRKtgkNKC |


"Ordinance No. 20-35 Jones Ranch MDP MDA - final" History


-  Document created by Cindy Quick (Cindy.quick@westjordan.utah.gov)
2020-11-06 - 5:50:13 PM GMT- IP address: 207.225.200.66

-  Document emailed to Christopher McConnehey (chris.mcconnehey@westjordan.utah.gov) for signature
2020-11-06 - 6:25:49 PM GMT


-  Email viewed by Christopher McConnehey (chris.mcconnehey@westjordan.utah.gov)
2020-11-06 - 7:20:26 PM GMT- IP address: 173.226.103.219

-  Document e-signed by Christopher McConnehey (chris.mcconnehey@westjordan.utah.gov)
Signature Date: 2020-11-06 - 7:24:06 PM GMT - Time Source: server- IP address: 173.226.103.219

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2020-11-06 - 7:24:26 PM GMT- IP address: 207.225.200.66


-  Document e-signed by Cindy Quick (Cindy.quick@westjordan.utah.gov)
Signature Date: 2020-11-06 - 7:24:39 PM GMT - Time Source: server- IP address: 207.225.200.66


-  Document emailed to Dirk Burton (dirk.burton@westjordan.utah.gov) for signature
2020-11-06 - 7:24:41 PM GMT

-  Email viewed by Dirk Burton (dirk.burton@westjordan.utah.gov)
2020-11-06 - 8:24:55 PM GMT- IP address: 207.225.200.66

-  Document e-signed by Dirk Burton (dirk.burton@westjordan.utah.gov)
Signature Date: 2020-11-06 - 8:25:55 PM GMT - Time Source: server- IP address: 207.225.200.66

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2020-11-06 - 8:25:57 PM GMT

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 Document e-signed by Tangee Sloan (tangee.sloan@westjordan.utah.gov)
Signature Date: 2020-11-06 - 8:28:26 PM GMT - Time Source: server- IP address: 98.33.252.155


 Agreement completed.
2020-11-06 - 8:28:26 PM GMT

EXHIBIT C

MASTER DEVELOPMENT PLAN* (“PLAN”)
[to be attached upon approval]

(*link embedded electronically)

JONES RANCH

Master Development Plan
West Jordan, Utah



September 2020



JONES RANCH  *west jordan, utah*

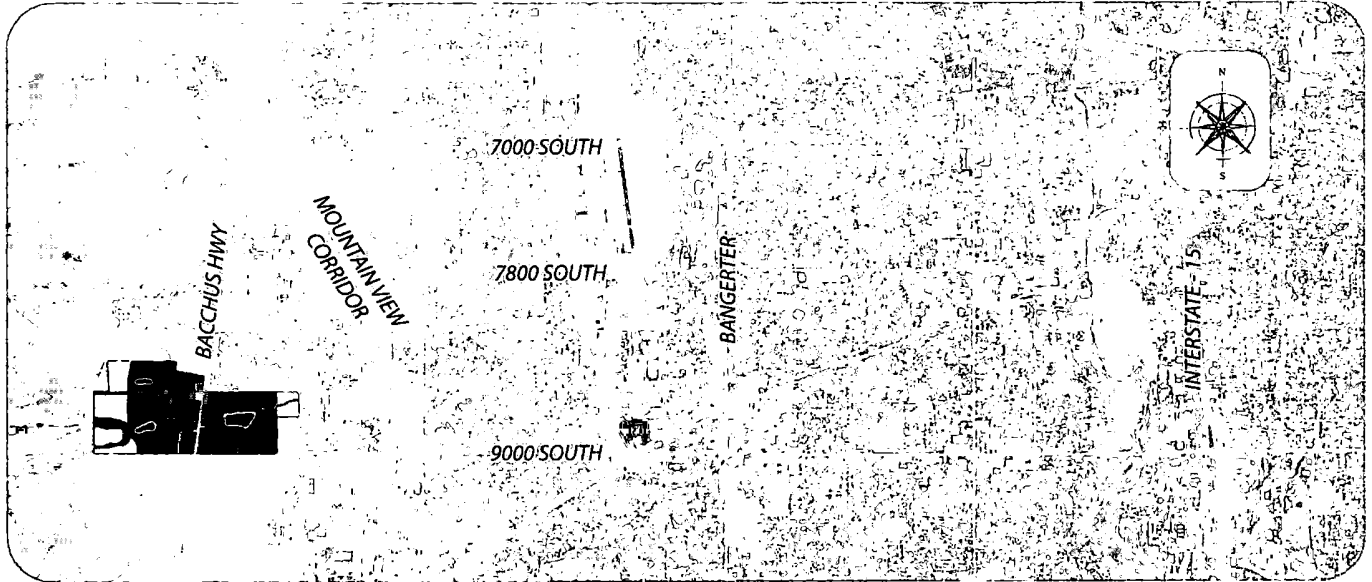
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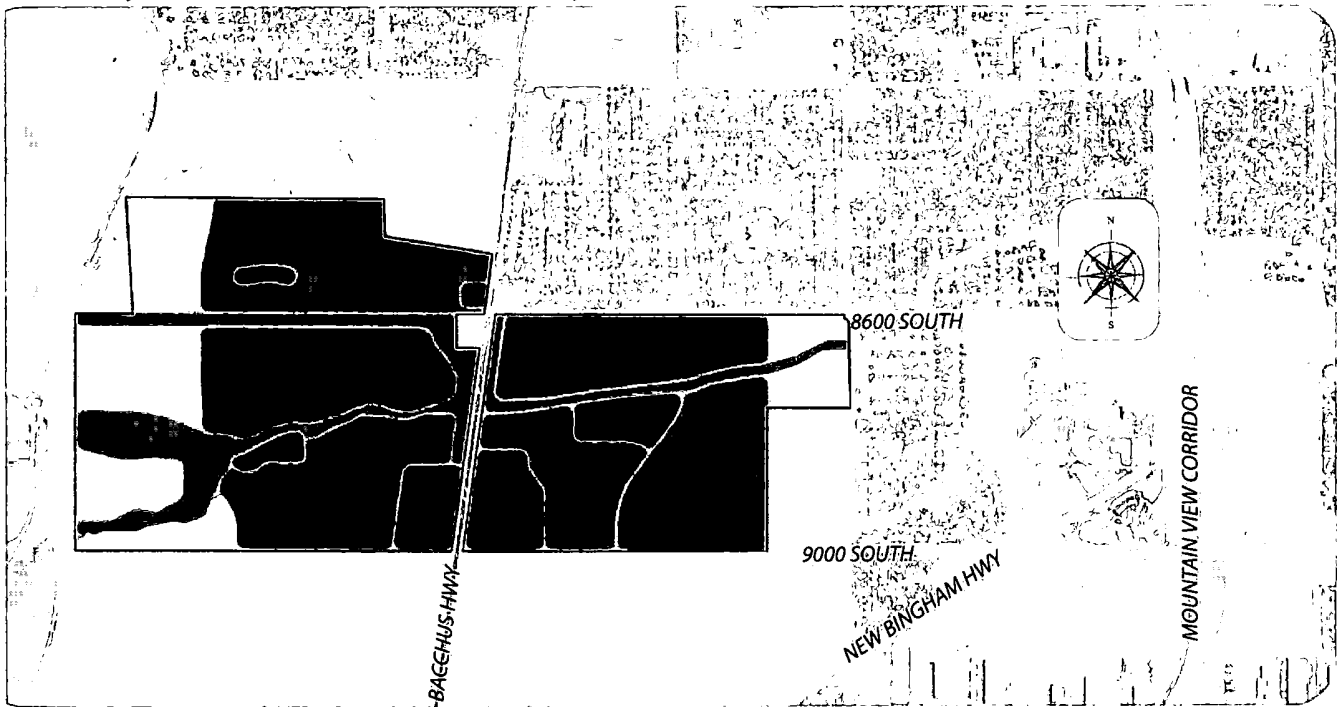
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REGIONAL & VICINITY CONTEXT MAPS

Regional Context







Vicinity Context - West Jordan City



VISION FOR JONES RANCH

The Jones Ranch Master Development Plan (MDP) sets the framework to provide timeless architecture, regional-scale amenities, neighborhood commercial assets, institutional establishments, and an overall enhanced community design that will benefit not only Jones Ranch residents but also the surrounding neighborhoods in West Jordan City; all with a focus on sustainable building and water use practices. Through thoughtful planning and design along with adherence to the MDP standards, the natural beauty of the western foothills can be preserved.

“The application of JWCD water efficiency standards is essential to providing a reliable water supply in the face of continued population growth and increasing demand for water” (Jordan Valley Water Conservancy District)

| | | |
|----------------------------------|--|---|
| JOBS | <p>Highly-trained workforce The quality of Utah’s workforce is the number one factor in attracting, retaining, and growing high-paying “innovation economy” jobs. The desired workforce is diverse and highly educated, with a focus on in-demand fields. While a portion of this workforce will undoubtedly be generated by attracting workers from out of state, Utahns can fill the bulk of these jobs if they have the required skills.</p> |  |
| ENVIRONMENT | <p>Improved air quality & reduced resource use Employers and Utahns increasingly demand a sustainable approach to natural resources like air, water, and energy. Jones Ranch can demonstrate sustainability by facilitating electric vehicle use, promoting non-automobile travel, reducing air emissions and energy use in buildings, using water-wise landscaping, and implementing new technologies.</p> <p>Connected trails, parks, and open space Implementation of thoughtful and ambitious trails, park, and open space planning will establish a world-class network for people and wildlife, connecting urban trails with foothill trails of the Oquirrh Mountains.</p> |  |
| COMMUNITY & AMENITIES | <p>Vibrant Urban Centers Vibrant places include housing, jobs, shops, amenities, and open space. They bring destinations closer to home, shorten driving trips, increase the convenience of walking and biking, and improve affordability by diversifying housing types.</p> <p>Jobs close to where people live Jobs and housing in close proximity allow for reduced commuting distances, decrease traffic volumes during peak hours, improves air quality, lower travel times and expenditures, and enhance the quality of life. While housing is needed in proximity to east-side jobs in Utah & Salt Lake counties, jobs are needed in proximity to west-side housing in both counties. Completing west-side infrastructure like the Mountain View Corridor will improve the west side’s attractiveness for jobs.</p> <p>A variety of community types A variety of community and housing types ensures housing affordability and a high quality of life that matches what Utahns want and can afford. Such variety includes single-family suburbs and walkable communities in neighborhood community, and urban centers.</p> |  |
| TRANSPORTATION | <p>Connected street network Street networks efficiently move people and goods. Connected arterials, collectors, and local streets provide multiple alternative travel routes and enhance walking and biking.</p> <p>World-class public transit Public transportation moves people, addresses air quality, fosters high-quality urban centers, improves affordability, and attracts “innovation economy” employers and employees. Light rail and/or “micro-transit” options will improve local mobility.</p> |  |

*Information on this sheet taken from “Regional Vision for Point of the Mountain”

LAND USE

Land Use Overview

Jones Ranch is to be zoned a Planned Community (PC) and will feature four residential types. The intent of the different residential types is to provide future residents of Jones Ranch with a variety of home sizes, architectural styles, lifestyles, and affordability. This diversity of housing types will appeal to a broad group of West Jordan homeowners and will help create a more sustainable community.

The residential types at Jones Ranch are:

| Housing Designation | Density Range |
|----------------------------|-------------------------|
| Very Low (VL) | Up to 2.5 units / acre |
| Low (L) | 1 to 3 units / acre |
| Medium (M) | 3.1 to 5.5 units / acre |
| High (H) | 5.6 to 10 units / acre |
| Commercial (C) | |

Note: Uses and densities are consistent with West Jordan Planned Development Zone Ordinance (13-5C-3) and West Jordan City's 2012 Comprehensive Plan.

Institutional Land Uses

In the event that institutional uses such as churches & schools are developed within Jones Ranch, the ERUs associated with the respective land use (as outlined in the table above) shall be allocated to these institutional uses. Institutional buildings and structures shall not exceed two (2) stories or 45', whichever is greater.

Village / Phase Sub-Area Development Plan Approval

Phase Sub-Area Development Plans: Each phase (Village) described in the Jones Ranch MDP shall be submitted in the form of a Phase Sub-Area Development Plan, following 13-5J-10 of 2009 City Code and the standards and guidelines established in the MDP. All roads and private lanes shall also be approved through the Phase Sub-Area Development Approval Process, however private lanes shall only be allowed in High (H) and Very Low (VL) designations.

Housing Affordability

A minimum of five percent (5%) and no more than ten percent (10%) of the overall Jones Ranch residential unit count will include affordable housing as defined in Utah State Code, including Senate Bill 34 (2019). Affordable housing shall be integrated throughout the Jones Ranch villages and will include accessory dwelling units.



Tackling housing affordability, population growth, and low/moderate income housing in Utah

Background

Utah's strong economy, high birthrate, and desirable quality of life has resulted in the fastest population growth rate of any state since 2010¹. This growth, accompanied by the housing market collapse of 2007, increased cost of construction materials, increased land costs, and a shortage of skilled labor, has led to increased housing prices across Utah. In 2018 the Utah Legislature established the Commission on Housing Affordability. The commission spent the 2018 interim examining how local governments could integrate their planning for housing, particularly for moderate income housing, and transportation. The result of that effort was SB 34.

Senate Bill 34 (2019)

SB 34 requires cities to align transportation resources with land use policies to amplify the effects of smart planning and to qualify for state funding from the Transportation Investment Fund (TIF). The bill outlined 23 potential planning tools from which cities had to select at least three (or four, if the city has a transit stop) in order to plan for a variety of housing. **The bill applied to 82 cities (those with a population of more than 5,000 in urban counties). Of the 82 cities required to comply with SB 34, 80 as of January 2020 have updated their general plans accordingly (96%).** The most common MIHP options that cities have utilized are:

- ***Creating or allowing for, and reducing regulations related to accessory dwelling units***
- ***Allowing for higher density or moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment centers***
- ***Encouraging higher density or moderate-income residential development near major transit investment corridors***

Though local planning for growth certainly precedes SB34, the policy has accelerated the trendline. Residential building permits have increased by 10.3% over last year, resulting in 20,996 dwelling units by Q3 of 2019² and 2019 was on pace to be a record year for new housing. Tens of thousands of additional units are in city pipelines. According to the Ivory Boyer Construction Report³, "Multifamily is the principal driver of residential construction in 2019; 55 percent of permits are for apartments, condominiums, duplexes, and townhomes."

While cities work to accommodate population growth, the Commission then focused on low and moderate-income housing which focuses on housing affordable for residents earning less than 80% of the area median income. Often, ensuring housing for this population requires specific policy interventions which became SB 39.

Senate Bill 39 (2020)

SB 39 requests targeted state resources to address specific moderate-income housing needs. The bill provides \$15 million for gap financing of private activity bond financed rental housing, \$5 million for affordable housing preservation, \$300,000 to assist with pre-development costs for affordable housing in rural Utah, \$10 million in rental assistance, and \$5 million in rental assistance for homeless families defined by the McKinney Vento Act. SB 39 also makes several technical changes to support affordable housing development.

ULCT contact: Cameron Diehl, Executive Director, cdiehl@ulct.org; 801-910-3912

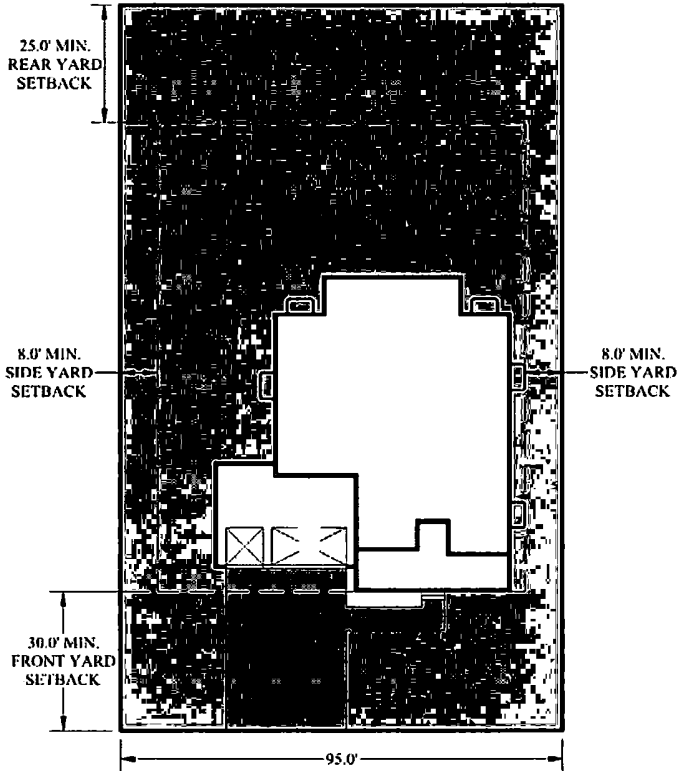
¹ https://www.heraldextra.com/news/local/utah-s-population-grew-more-in-the-last-decade-than/article_563d5ee2-9baf-5761-a6cc-7f88eb4d3fb9.html.

² <https://gardner.utah.edu/wp-content/uploads/ConstRept-2019Q3.pdf>

³ <https://gardner.utah.edu/wp-content/uploads/ConstRept-2019Q2.pdf>

Very Low (L)

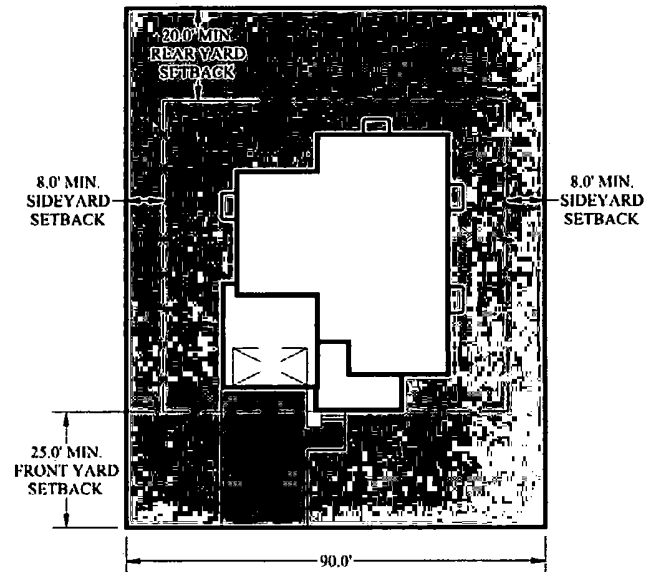
Homes within the Very Low designation will be traditional single family detached homes on lots 14,000 square feet or larger, with a minimum lot width of 95 feet. Lots in the Very Low designation villages will feature the largest yards in the community, front or side load garages, ample space between homes. The images below generally illustrate the architectural character of homes within the VL designation.



Low (L)

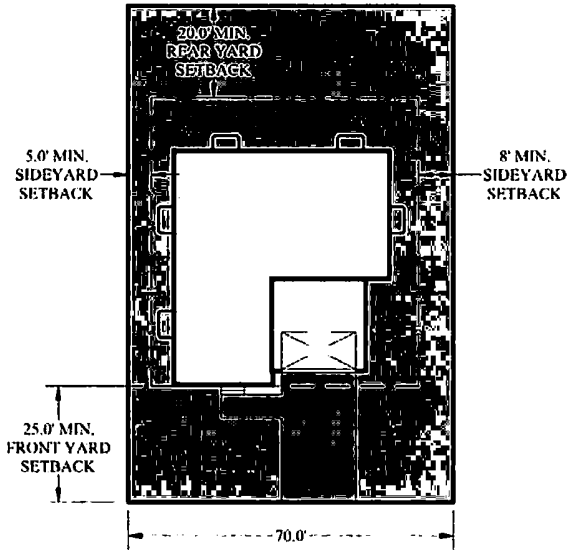
Homes within the Low designation will be traditional single family detached homes sited on lots of 10,000 square feet or larger, with a minimum lot width of 90 feet.

The Low designation villages will include large yards with front or side load garages, well-spaced homes, and will be located on both the east and west side of Jones Ranch. The images below generally illustrate the architectural character of homes within the Low designation.



Medium (M)

Homes within the Medium designation will be traditional single family detached homes on lots 6,000 square feet or larger, with a minimum lot width of 70 feet. The homes within the Medium designation villages will feature medium sized yards, front or side load garages, and will be located throughout the Jones Ranch community. The images below generally illustrate the architectural character of homes within the Medium designation.

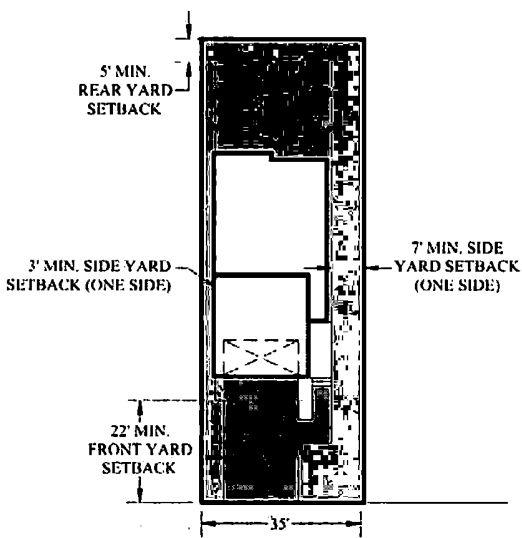


High (H)

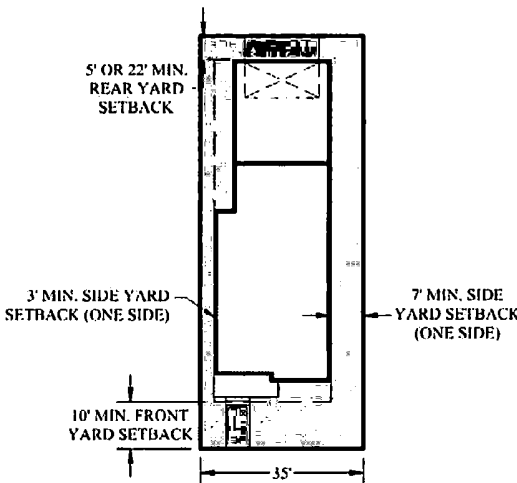
Homes in the High designation will include a variety of housing types including, but not limited to, single family, cluster homes with shared driveways, and townhomes.

The homes within the High designation villages may be attached or detached, and will have garages that can be accessed from the front or rear of the home. In the Jones Ranch MDP these homes are located centrally and near Bacchus Highway. The images below generally illustrate the architectural character of homes within the High designation. Homes closer than five feet (5') to the property line require a firewall per International Building Code (IBC).

Front-Load Cottage



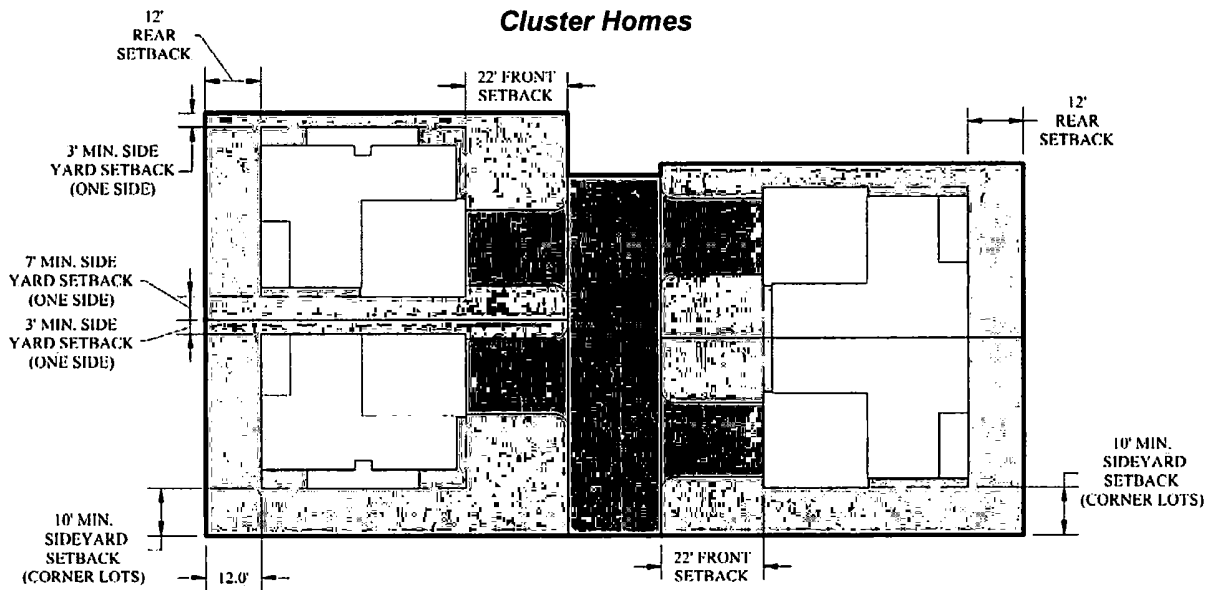
Rear-Load Cottage



Rear-yard setbacks on rear-load cottages & townhomes shall be either 5' or 22'. In the event that the rear-load townhome has a 22' rear setback, the front setback shall be 10' instead of 22'. All rear-load towns & cluster homes shall have garage access from private lanes only.



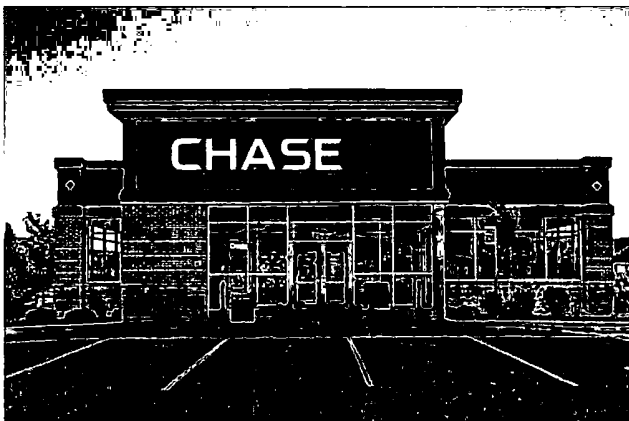
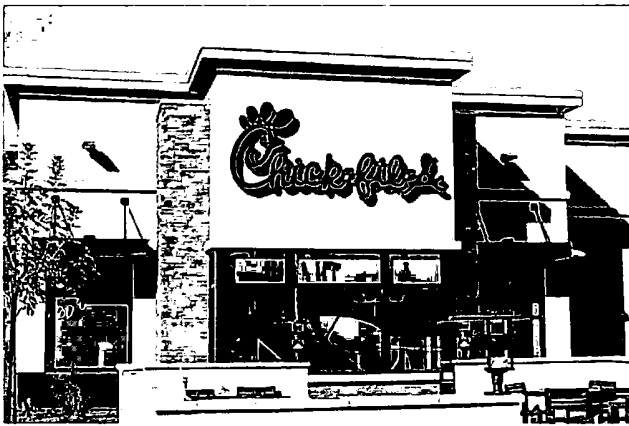
Cluster Homes



Note: All rear-load townhomes and cluster homes shall have garage access from private lanes only.

Commercial

At the intersection of 9000 South and Bacchus Highway, Jones Ranch will offer commercial opportunities within the Commercial village. The City has designated future land uses around this prominent intersection as Community Commercial, therefore commercial development at Jones Ranch is anticipated to include a blend of Neighborhood Commercial and Community Commercial opportunities described in the City's general plan. Potential uses within the Commercial village may include, but not be limited to, small to medium sized retail shops, restaurants, convenience stores, and professional office space. The intent of the commercial development will be to provide uses that support the daily needs of the surrounding residents within buildings that are consistent with the architectural character of the surrounding residential neighborhoods. The Commercial area will include a minimum of 35 acres of stand-alone commercial or vertical/horizontal mixed use. The images below generally illustrate the architectural character of buildings constructed within the Commercial Development zone.



Commercial Development Memorandum



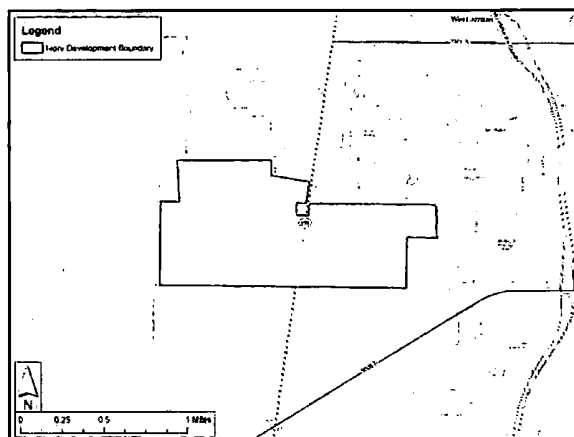
May 11, 2020

Bryon Prince
Ivory Development

RE: WEST JORDAN DEVELOPMENT

Dear Bryon:

Zions Public Finance, Inc. is pleased to submit this analysis of commercial development potential and impacts at the West Jordan site. The subject property, consisting of approximately 592 acres, is identified in the map below:



This memorandum is organized into the following sections:

- Summary of findings
- Current retail conditions in Southwest Valley
- Sustainable commercial development in primary market areas
- Sustainable commercial development at subject site
- Commercial competitiveness of subject site
- Fiscal impacts of development

It should be noted that all data is based on pre-COVID19 information. We are currently in a highly uncertain market. It is anticipated that the need for office space will decline based on newfound methods of working from home during the pandemic. While it is hoped that most retailers will be able to rebound from the shutdown imposed on them, many may not be able to do so. Further, recent retail trends indicate declining retail space demands, while shopping online increases and take-out/UBER eats and similar services have increased in popularity.

Summary of Findings

- Retail vacancy rates in West Jordan and the Southwest Valley are high – generally ranging between 12 and 15 percent. State Street and Redwood Road are areas that are particularly hard hit in the Valley.
- The subject site can support only 6-8 acres of small-scale retail development such as gas/convenience stores, small-scale retail and professional offices.
- The larger, regional market area has nearly sufficient commercial acreage planned, according to land use maps, when considering the overall area at buildout.
- At present, there is excess commercial acreage in West Jordan City estimated at 1 million square feet, based on national standards for retail square feet per capita.
- The subject site does not have good traffic counts, visibility or accessibility for commercial development when compared with competitive sites in the market area.

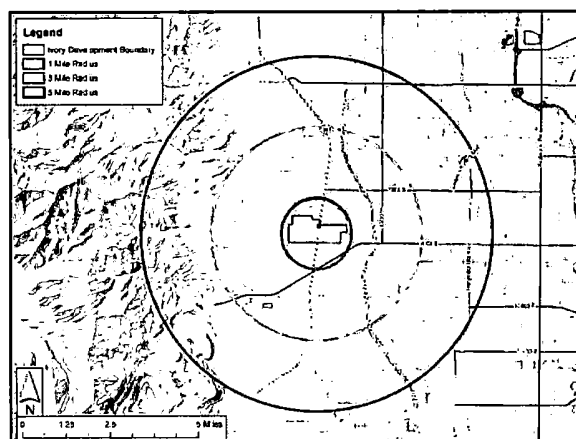
Current Retail Conditions in Southwest Valley

Retail vacancies are currently high in the Southwest Valley, averaging 12-15 percent, based on conversations with CBRE. However, some retail centers in the Salt Lake Valley were doing well (prior to COVID19), such as City Creek, Fashion Place, Draper Crossing and Sugarhouse. In these centers vacancy rates are closer to 2 percent. Areas with some of the highest vacancy rates include State Street and Redwood Road. Jordan Landing in West Jordan is also struggling with only a few of the major anchors “pulling” the rest of the power center.

Sustainable Commercial Development

Our research shows that West Jordan City and the primary market target areas for the subject site generally have sufficient commercial development already built or planned on City land use maps.

The primary market areas were considered in a 1, 3 and 5-mile radius from the center of the subject site, as shown in the map below:



Sustainable commercial (retail and office) development in each of the target areas is summarized as follows and shows that there is more planned capacity than can be supported, according to industry standards.¹ For example, within the 3-mile market area, there are nearly 920 acres planned or built on land use maps for the impacted cities, while only 191 acres are currently supportable within that radius.²

TABLE 1: CURRENT SUPPORTABLE COMMERCIAL DEVELOPMENT

| Miles | Population | Current Commercial SF Supported | Current Acres Supported | Commercial Acres on Land Use Maps | Current Surplus (Deficit) |
|-------|------------|---------------------------------|-------------------------|-----------------------------------|---------------------------|
| 1 | 4,831 | 229,473 | 26.34 | 81.22 | 54.88 |
| 3 | 35,022 | 1,663,545 | 190.95 | 919.59 | 728.64 |
| 5 | 135,772 | 6,449,170 | 740.26 | 1,557.03 | 816.77 |

When the three primary market areas are combined, it appears that they could need an estimated 50 additional commercial (office and retail)³ acres at buildout. However, it must be emphasized that this is based on pre-COVID19 data. On a per capita basis, demand for retail and office space will likely decline in the future as we move to more online shopping, take-out services, and work-from-home options.

TABLE 2: CURRENT SUPPORTABLE COMMERCIAL DEVELOPMENT

| Miles – Radius from Subject Site | Commercial Acres on Land Use Maps | Future Additional Commercial Acres Supported | TOTAL Supportable Commercial Acres at Buildout | Additional Commercial Acres Needed at Buildout - Surplus (Deficit) |
|----------------------------------|-----------------------------------|--|--|--|
| 1 | 64.38 | 89.33 | (8.11) | 64.38 |
| 3 | 494.39 | 675.28 | 244.31 | 494.39 |
| 5 | 1041.37 | 1,742.67 | (185.64) | 1041.37 |
| TOTAL | | | 50.55 | |

The need for additional commercial space, if any, would be in the future. West Jordan City is currently overbuilt in terms of commercial space. Current ratios along the Wasatch Front are generally at 25 square feet of retail space per capita, while West Jordan is estimated to have nearly 27 square feet per capita at the present time. Developers and brokers suggest a balanced market is closer to 15-20 square feet per capita – roughly 10 feet less per capita. This is largely due to changing retail shopping trends.

If West Jordan, with a population of approximately 116,000, is overbuilt by roughly 10 square feet per capita, then the City currently has over 1 million square feet of excess commercial space.

¹ The analysis assumes 15 retail square feet per capita and 30 office square feet per capita. This is based on national trends, interviews with local brokers, as well as data from CBRE that shows development in various geographic locations of the Salt Lake Valley.

² Assumptions for buildout population, and hence supportable commercial square feet, include an average density of 5 units per acre on all undeveloped residential property. Assumptions for commercial development include a floor area ratio of 0.20 building square feet per acre.

³ Industrial development has not been considered as part of this analysis.

Sustainable Commercial Development at Subject Site

The subject site anticipates 2,960 residential units, or nearly 10,400 residents. Using an average of 15 retail square feet per capita, results in 44,000 supportable square feet of retail. With an average floor area ratio of 0.20, about 5.1 retail acres can be supported by the development that takes place at the subject site. We have estimated a total of 6-8 acres, assuming that there could also be some professional office development. As discussed below, this site is not particularly competitive for commercial development and would have limited ability to attract consumers from further away.

Commercial Competitiveness of Subject Site

The subject site is not competitive with other sites within the target areas studied for the following reasons:

- Lower traffic counts
 - The subject site has 7,400 ADTs at Highway 111
 - In comparison, The District in South Jordan has 32,000 ADTs at 11400 South; Jordan Landing has 44,000 ADTs at 7800 South and 54,000 ADTs on Bangerter Highway; Smith's at 7800 South has 17,000 ADTs
- Utility obstructions such as power poles
- Rents at site are projected to be 10-15 percent less than at The District and Jordan Landing, making financial feasibility more difficult for moderate to large-scale commercial development

Fiscal Impacts from Proposed Development

If the subject site devotes 6 acres to commercial development, it would likely be a mix of retail and professional office space. Both types of development will generate property tax revenues for the City, but only retail will generate sales tax revenue.

The analysis below assumes various types of development on six acres of property at the subject site. If all six acres are developed as retail, annual revenues to the City are highest. However, if a mix of retail and office space occurs, then residential development is comparable in fiscal impacts to the City.

TABLE 3: FISCAL IMPACTS OF VARIOUS TYPES OF DEVELOPMENT ON SIX ACRES

| Summary | Annual Revenues to West Jordan City |
|---|--|
| 6 acres retail | \$83,626 |
| 2 acres retail; 4 acres professional office | \$41,808 |
| Professional office on 6 acres | \$20,898 |
| Residential - 5 units per acre (6 acres total) | \$28,759 |
| Residential - 10 units per acre (6 acres total) | \$47,491 |

Again, due to the impacts of COVID19, sales tax revenues may be less than those shown above. However, as overall retail sales have declined there has been an increase in online shopping. Research recently conducted by Zions suggests that several sample cities in Utah receive approximately \$18 per



capita in additional sales tax revenues annually from online shopping. With an estimated 2,960 household units planned for this area, and an average household size of 3.51 persons, this results in sales tax revenues of approximately \$187,000 per year for West Jordan.

Please don't hesitate to let us know if we can provide you with any further information.

Best Regards,

A handwritten signature in cursive script that reads "Susie Becker".

Susie Becker
Vice President, Zions Public Finance, Inc.

Residential Bulk & Intensity Requirements

| | High (H) | | | | Medium (M) | Low Medium | Very Low |
|--|---|---------------------------------|---------------------------------|--|---------------------------------|--------------------------|--------------------------|
| | Cluster | Front Load | Rear Load | Town-homes | | | |
| Min. Lot Area | NA | 3,500 sqft | 3,500 sqft | As shown on plat | 6,000 sqft | 10,000 sqft | 14,000 sqft |
| Minimum Lot Width (Measured at Setback) | NA | 35' | 35' | NA | 70' | 90' | 95' |
| Min. Front Yard Setback | 12' to any public ROW, 5' to adjacent homes, 10' to adjacent shared driveways or private ROWs | 22' | 10' | 10' or 22' on Rear-Load** 22' on Front Load | 25' (20' on cul-de-sacs) | 25' (20' on cul-de-sacs) | 30' (20' on cul-de-sacs) |
| Minimum Side Yard Setback (Interior Lots) | 3' on one side & 7' on one side | 3' on one side & 7' on one side | 3' on one side & 7' on one side | 10' (must comply with fire code) | 5' on one side & 8' on one side | 8' | 8' |
| Minimum Side Yard Setback (Corner Lots) | 15' | 15' | 15' | 15' | 20' | 20' | 20' |
| Minimum Rear Yard Setback (Interior Lots) | 12' to any public ROW, 5' to adjacent homes, 10' to adjacent shared driveways or private ROWs | 10' | 5' or 22' | 5' or 22' | 20' | 20' | 25' |
| Minimum Rear Yard Setback (Corner Lots) | 12' to any public ROW, 5' to adjacent homes, 10' to adjacent shared driveways or private ROWs | 10' | 5' or 22' | 5' or 22' | 20' | 20' | 20' |
| Maximum Building Height | 45' | 45' | 45' | 45' | 35' | 35' | 35' |

*Irregular shaped lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be reduced to a minimum of thirty five (35') of frontage at the right of way line of a public street.

**In the event that the rear-load townhome has a 22' rear setback, the front setback shall be 10' instead of 22'.

Commercial Bulk & Intensity

| | Cluster | Front Load | Rear Load | Townhomes | Commercial Uses |
|--|---|---|---------------------------------|--------------------------------|--|
| Minimum Lot Area | NA | 3,500 sqft | 3,500 sqft | NA | No minimum requirement |
| Minimum Lot Width | NA | 35' | 35' | NA | No minimum requirement |
| Min. Front Yard Setback | 12' to any public ROW, 5' to adjacent homes, 2' to adjacent shared drive-ways or private ROWs | 22' | 10' | Front Load 22' Rear Load 5' | As allowed by IBC and must recognize any easements |
| Minimum Side Yard Setback (Interior Lots) | 3' on one side & 7' on one side | 3' on one side & 7' on one side | 3' on one side & 7' on one side | NA | As allowed by IBC and must recognize any easements |
| Minimum Side Yard Setback (Corner Lots) | 15' | 15' | 15' | 15' | As allowed by IBC and must recognize any easements |
| Minimum Rear Yard Setback (Interior Lots) | 12' to any public ROW, 5' to adjacent homes, 2' to adjacent shared drive-ways or private ROWs | 10' | 5' or 22' | 5' | As allowed by IBC and must recognize any easements |
| Minimum Rear Yard Setback (Corner Lots) | 12' to any public ROW, 5' to adjacent homes, 2' to adjacent shared drive-ways or private ROWs | 10' | 5' or 22' | 5' | As allowed by IBC and must recognize any easements |
| Maximum Building Height | 45' | 45' | 45' | 45' | As per ordinance |
| Minimum Landscaping Required | NA | Reference Jones Ranch MDP Landscaping Section | NA | NA | 15% of commercial acreage |

General Land Use Notes

————— The Jones Ranch MDP proposal is 2,960 residential housing units. —————

1. Total Equivalent Residential Units (ERUs, equivalent to one residential unit) for residential uses for the entire Jones Ranch MDP shall not exceed 2,960.
2. Unused ERUs shall only be allowed to be transferred to Commercial and Institutional Uses.
3. The areas and locations of all land use designations may be adjusted and intermixed to accommodate different lot layouts, product types, and product integration, however the overall area of each village designation shall not increase by more than 20% from what is shown on the land use plan. Additionally, the defined acreages of Villages 1, 2, 10, 11, 12, 13, & 14 shall not be reduced by any amount but may be increased by no more than 20%. The remaining village boundaries shall not be decreased by more than 10%. Open Space boundaries and locations may adjust with the village boundaries, but shall not result in less than the overall 17% required Open Space and the 21.3 acres of Active Open Space for the Jones Ranch MDP.
4. No more than 17% of the residential unit count can be townhomes.

Land Development Regulations & Code Variations

1. **Rear-Load Driveways:** All rear loaded units shall have a driveway/apron between the curb and the garage of either 5' or 22' (nothing in between). All rear-load driveways shall be on private lanes.
2. **Townhome Parking:**
 - a. Private Parking: Each townhome unit will include a two car garage which will equal two stalls of private parking. Private parking is allowed in garages, on private driveways, or in private designated parking stalls.
 - b. All driveways less than 22' long shall not be allowed to be used as private or guest parking. All driveways less than 16' wide can only be used/counted as one parking stall.
 - c. Private Driveway Guest Parking: If a townhome unit does not use their driveway for its required two stalls of private parking and provides the driveway as two guest parking stalls, additional guest parking will be required for these units at a ratio of 1 guest parking stall per 6 units.
 - d. Additional Guest Parking: If a townhome unit does not provide two guest parking stalls in the driveway, guest parking will be required for these units at a ratio of 1 guest parking stall per 3 units.
 - e. The minimum allowable parking stall size for guest off-street parking is 18' long and 9' wide.
 - f. The minimum allowable parking stall size within a driveway is 22' long by 8' wide.
3. **Commercial Parking:**
 - a. Retail, personal service, and repair businesses: 5 parking spaces per 1,000 square feet.
 - b. Medical and dental office and clinics: 4 parking spaces per 1,000 square feet.
 - c. Other professional and business offices, including financial: 4 parking spaces per 1,000 square feet.
4. **Roof Design:** Flat or low-pitched roofs will be allowed if used with the appropriate architectural style or in limited areas on the roof. Modern or Contemporary styles of architecture are encouraged to have flat or low-pitched roofs to match the appropriate style.

Note:

Items not addressed in this Jones Ranch MDP shall revert to the West Jordan City Development Code and West Jordan City Design Standards and Specifications manual, and will be reviewed and approved in the Phase Sub-Area Development process.

Equivalent Residential Unit (ERU) Clarification & Comparison

- Equivalent Residential Unit (ERU) means a dwelling, unit, or development that is equal to a single-family residence in terms of the nature of its use or impact on infrastructure capacity and system improvements which are to be provided in the assessment area.
- Within the MDP sections “Land Use”, “Open Space and Recreation” and “Architectural Design Guidelines” the term ERU represents actual dwelling units. The current city master plan for the subject property allows for a maximum of 1,981 residential dwelling units (ERU). Our proposal is to increase the total allowable residential dwelling units (ERU) to 2,960 units. An increase of 979 residential dwelling units for the subject property.
- Within the MDP section “Infrastructure & Utilities” the term ERU can represent an actual residential dwelling unit or an equivalent residential unit. An equivalent dwelling unit allows an engineer to equate the water and sewer usage of open space or commercial property to a residential dwelling unit. The calculation for an ERU of open space, commercial or different residential types may vary between water, sewer and transportation.
- Due to the difference in how water, sewer and transportation ERU calculations are determined there is a difference in the currently proposed ERUs as shown in the current city master plans for water, sewer and transportation. For the subject property the current water master plan shows 1,981 ERUs, the current sewer mater plan shows 2,336 ERUs, and the current transportation master plan shows 2,071 ERUs. The reports for water, sewer, and transportation studies in this MDP were completed by the same engineers that completed the city master plans to show how the additional 979 residential dwelling units would impact the master planned water and sewer systems (Horrocks, JUB, and Hansen, Allen, & Luce). The three studies show a total of 2,960 ERUs to illustrate that they took the existing ERU's as determined in the city master plans and added an additional 979 residential dwelling units to their calculations.

| | <i>ERUs</i> | <i>Unit Count</i> |
|----------------------------------|---------------------------------|--------------------------|
| <i>West Jordan General Plan</i> | ±3.38 Units / Acre | 1981 |
| <i>Jones Ranch Proposed Plan</i> | 5 Units / Acre | 2960 |
| <i>Net Increase</i> | <i>1.65 Units / Acre</i> | <i>979</i> |

The Jones Ranch MDP proposal is 2,960 residential housing units.

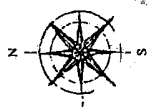
JONES RANCH LAND USE DIAGRAM

Notes

- 1. Street design within each Village shall be defined with the Phase Sub-Area Plan approval
- 2. Phasing - Villages may also be known as Phase Sub-Area Development Plans as defined in the Planned Community Zone ordinance

±592 acres
Proposed Residential
Housing Units
 2,960 units

(C) Commercial
 (VL) Very Low
 (L) Low
 (PC) Very Low, Low, Medium,
 High, Commercial



Village 10
(L)
25.0 AC

Village 11
(L)
20.9 AC

Village 12
(VL)
18.7 AC

Village 13
(VL)
17.2 AC

Village 14
(L)
17.7 AC

Village 9
(PC)
13.9 AC

Village 8
(PC)
12.2 AC

Village 7
(PC)
16.6 AC

Village 2
(L)
8.7 AC

Village 1
(L)
11.4 AC

Village 3
(PC)
15.6 AC

Village 4
(PC)
10.6 AC

Village 5
(PC)
17.3 AC

Village 6
(C)
14.8 AC

FUTURE SCHOOL

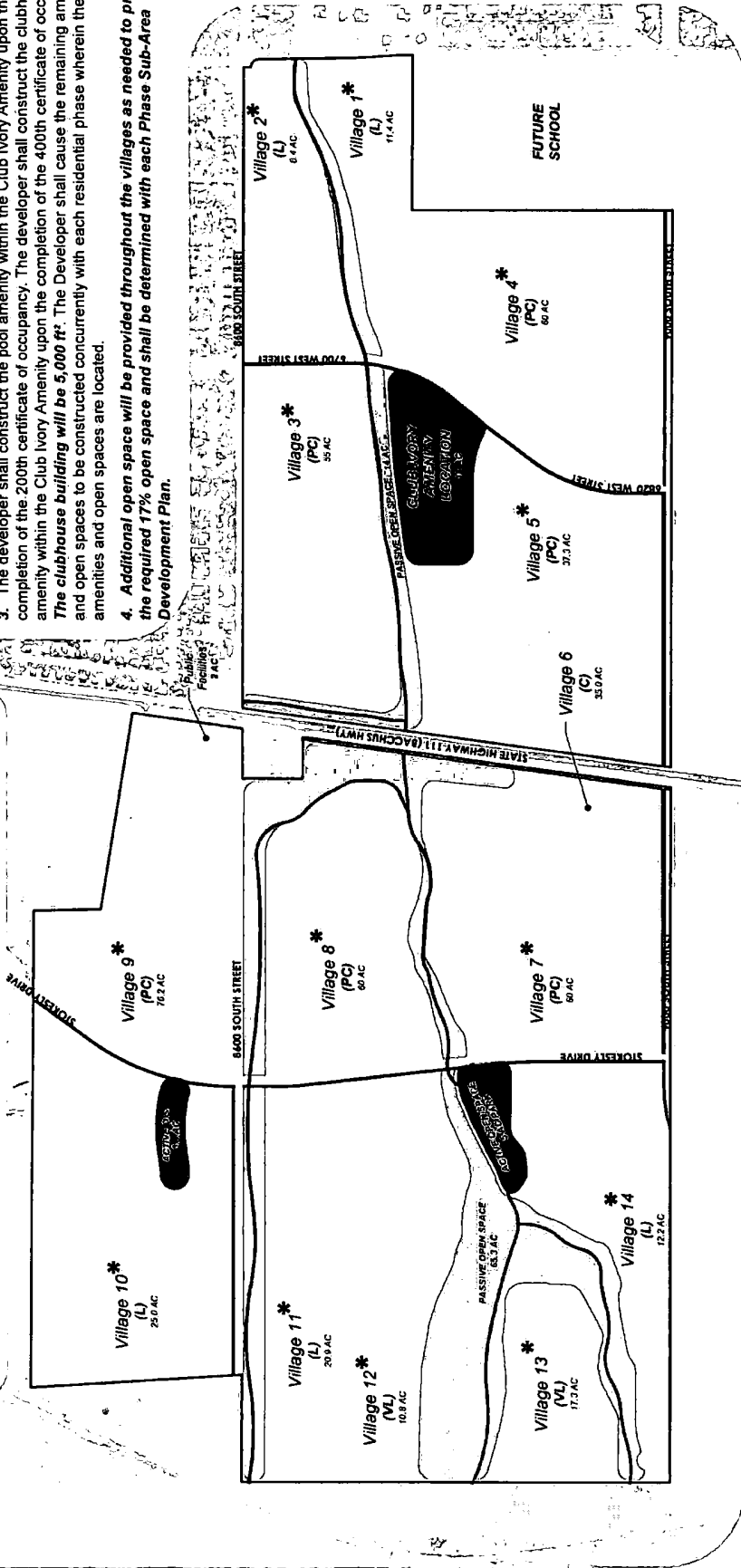
OPEN SPACE & RECREATION

JONES RANCH OPEN SPACE

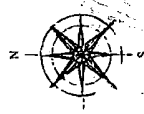
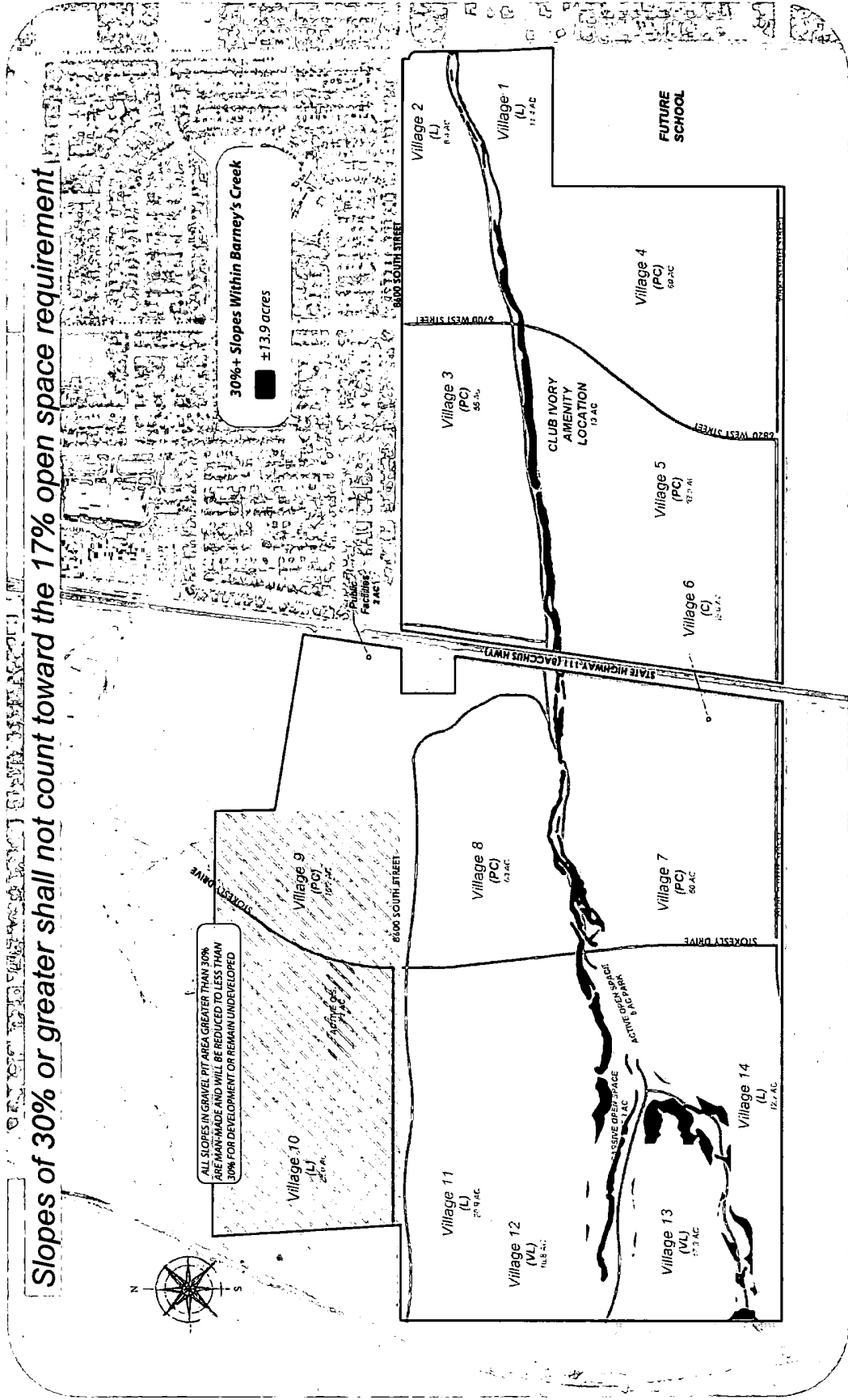
Open Space Notes

1. A minimum of seventeen percent (17%) of the gross area of Jones Ranch shall be retained in permanent open space and/or open land and/or parks (100.7 acres). As a part of the seventeen percent, a minimum of 21.3 acres shall be developed as Active Open Space (groomed & irrigated), which may include hardscape areas such as picnic areas, pavilions, parking, playgrounds, etc.
2. Boundaries and locations of all open space areas may be adjusted by developer, but shall not result in less than the overall 17% required open space or the 21.3 acres of Active Open Space (groomed & irrigated) for the Jones Ranch development.
3. The developer shall construct the pool amenity within the Club Ivory Amenity upon the completion of the 200th certificate of occupancy. The developer shall construct the clubhouse amenity within the Club Ivory Amenity upon the completion of the 400th certificate of occupancy. **The clubhouse building will be 5,000 ft².** The Developer shall cause the remaining amenities and open spaces to be constructed concurrently with each residential phase wherein the amenities and open spaces are located.
4. **Additional open space will be provided throughout the villages as needed to provide the required 17% open space and shall be determined with each Phase Sub-Area Development Plan.**

| | | |
|---|---|---------------------------|
| ○ | Passive Open Space | ±79.3 acres |
| ● | Active Open Space (Groomed & Irrigated) | ±21.3 acres |
| * | Additional Open Space Throughout Villages | ±14 acres |
| | 30%+ Slopes Within Barneys Creek | (±13.9) |
| | TOTAL OPEN SPACE | ±100.7 acres (17%) |



30% SLOPES DIAGRAM



JONES RANCH TRAILS DIAGRAM

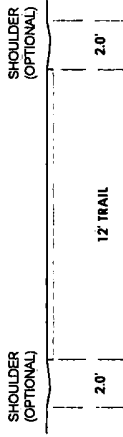
Trail Legend
 --- 12' Asphalt Trail* - - - 8' Hard Surface Walkway - - - - 2' Single Track Trail
 (T) Potential Trailhead**

*12' Asphalt trail shall comply with West Jordan City Planned Community Ordinance 14-5-11

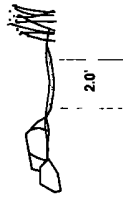
**Exact location of trailhead to be determined at Phase Sub-Area Development plan approval

Note: All trail improvements within the Regional Detention Pond shall be constructed by the Developer, and maintained by the HOA.

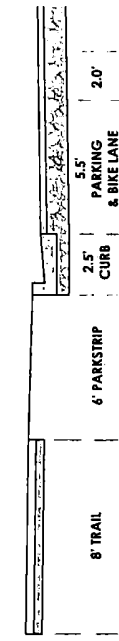
Proposed Trail Cross Sections



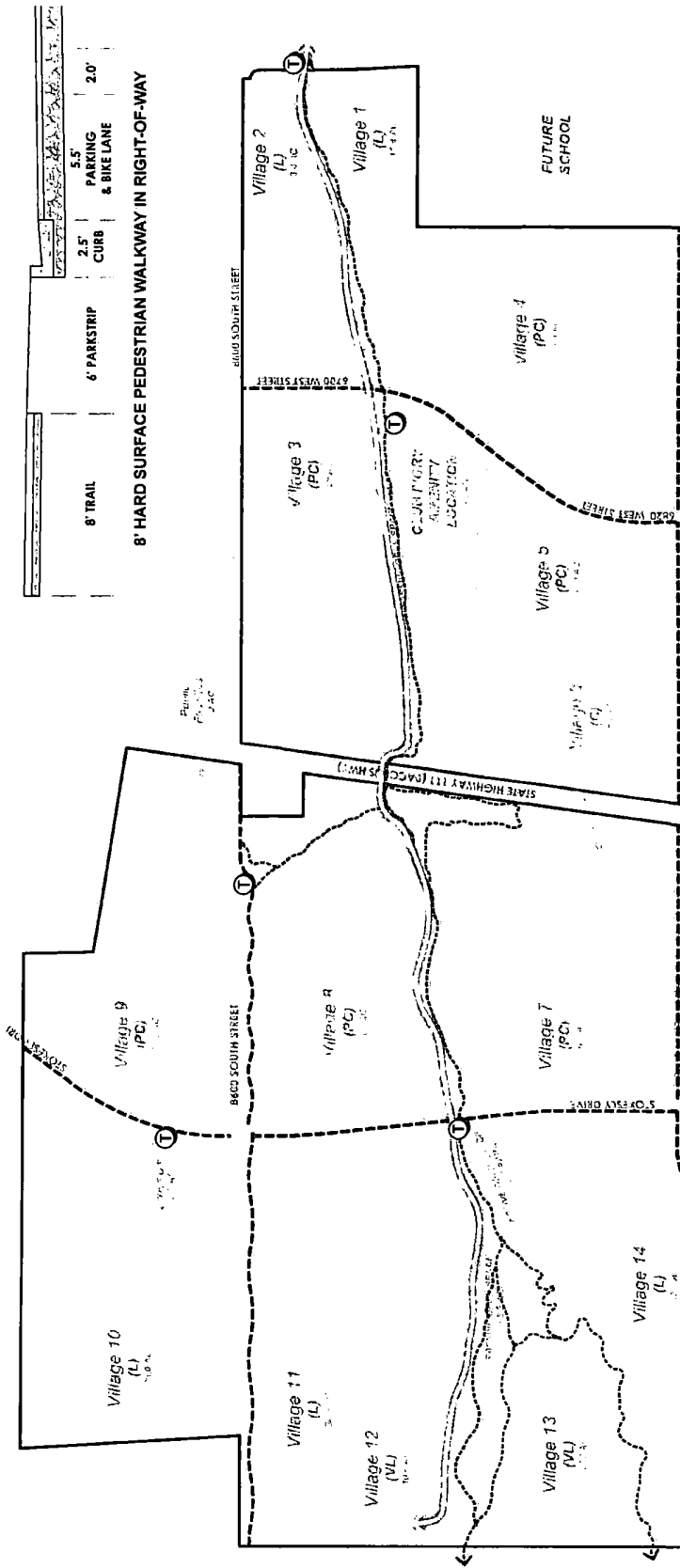
12' ASPHALT TRAIL



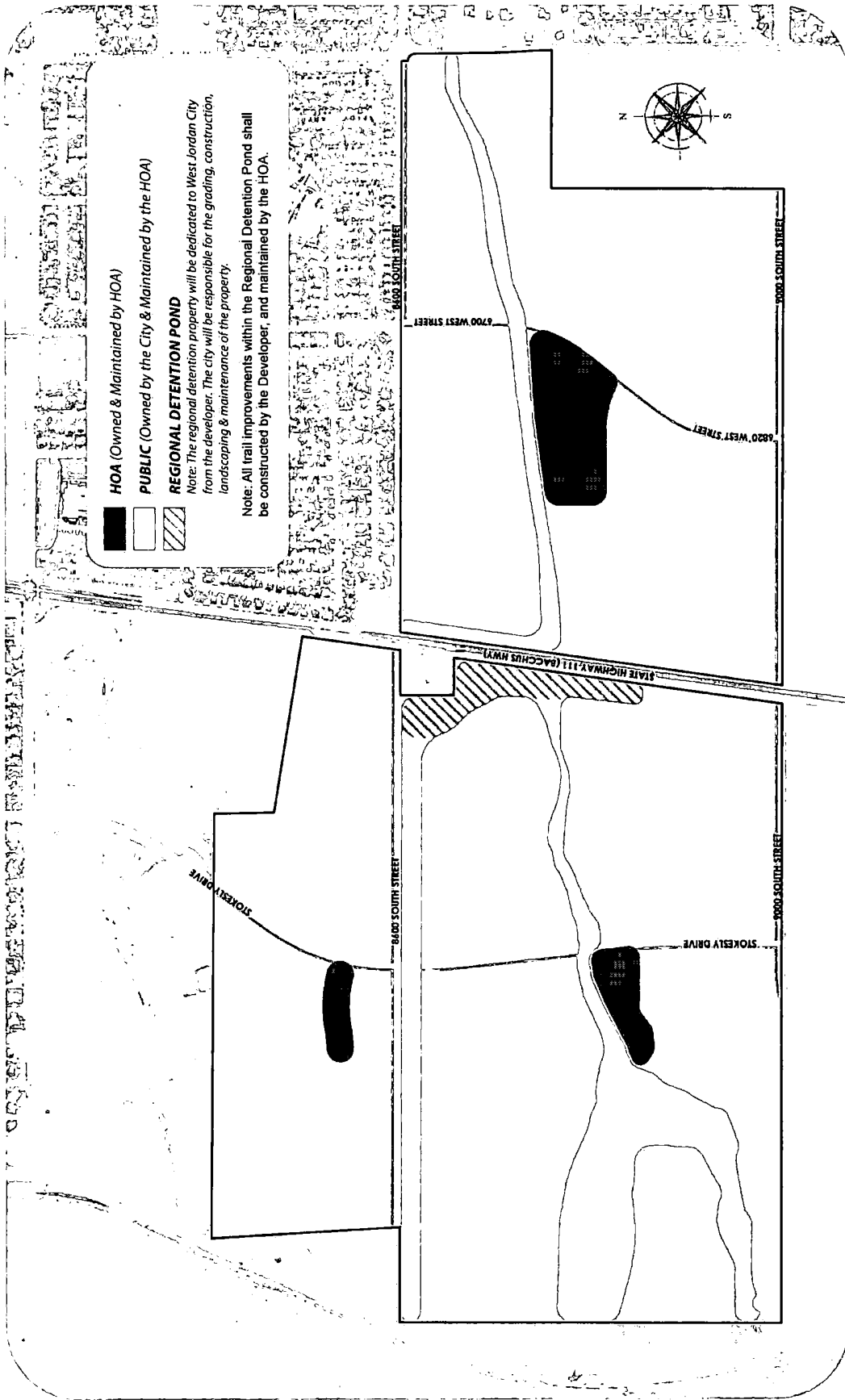
2' SINGLE TRACK TRAIL



8' HARD SURFACE PEDESTRIAN WALKWAY IN RIGHT-OF-WAY



JONES RANCH OPEN SPACE OWNERSHIP



Additional Amenities in Jones Ranch Master Development Plan

Jones Ranch will have a total of ten (10) Additional Amenities as defined in the Dedication & Maintenance of Open Space section below. Each Additional Amenity will be approved with each village plan in (Phase Sub-Area Development Plans -- 13-5C-2.D).

Dedication & Maintenance of Open Space (13-5c-6)

A. Dedication Of Open Space: All planned developments shall provide roadways, trails, open space, open land, common areas, and parks within the project area that shall either be dedicated to the City or maintained in perpetuity by a development home owners' association.

B. Computation Of Area: Land proposed to be devoted to vehicular streets or roads, parking, driveways, required setbacks, park strips, and commercially paved areas shall not be included in computations of permanent open space. All open space is required to be usable open space.

C. Design Of Common Open Space, Open Land, And Common Areas: Diversity in the design and use of common open space, open land, parks, and common areas is encouraged, and approval shall be judged as to its appropriateness based on the following criteria:

a. Areas intended for public use shall be freely accessible from streets and/or other common areas that have unrestricted entry. The configuration of such space shall be to accommodate parks, play fields, and play areas as directed by the City.

b. Areas intended for restricted use shall be interspersed within residential development so as to convey a sense of openness within the neighborhood. Residential developments shall not totally exclude open space from fronting on streets at appropriate intervals.

c. Agricultural lands shall be located in areas having suitable production capabilities, including soil conditions, fertility, water, access, and land configuration to accommodate the intended cultivation practices.

D. Trail System Required: A pedestrian trail system around and through the development that connects to established and planned trails in the area. The minimum width of the trail shall be eight feet (12') wide.

E. Additional Amenities In PC Zone: Based on the overall planned unit count and in addition to all required amenities (trails, open space, parks, etc.), additional amenities shall be provided as defined in subsections E1 through E9 of this section and as described in the Master Development Plan. More than one additional amenity may be provided from a single category, and there is no requirement to provide additional amenities from any given category.



| Residential Unit Count | |
|-------------------------------|----------------------------------|
| 0-199 | No additional amenities required |
| 200 - 500 | 2 total additional amenities |
| 501 - 800 | 4 total additional amenities |
| 801 - 1,100 | 6 total additional amenities |
| 1,101 - 1,400 | 8 total additional amenities |
| 1,401 and up | 10 total additional amenities |



E1. Active Recreational Facilities: These facilities may include sports courts, tennis courts, pedestrian bridges, community parks, swimming pools, sports fields, playgrounds, bike paths, skate parks, pavilions, community gardens, cemeteries, plazas, public squares, dog parks, and other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission.

E2. Common Buildings Or Facilities: Developments which contain buildings or facilities that are constructed for use by the residents of the Planned Community or citizens of the community for meetings, indoor recreation, receptions, classes, or other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission.



E3. Civic Sites: Developments which set aside and/or donate property for civic uses including police or fire satellite stations, Municipal buildings, schools, public recreation facilities, and other public buildings or facilities, or other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission.

E4. Street Beautification: Along all collector streets (as determined by the City) in the development, ten feet (10') wide park strips with minimum two inch (2") caliper trees planted twenty five feet (25') on center along with six foot (6') sidewalks. Tree species shall be approved by the Urban Forester and may be clustered where needed or other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission.

E5. Pedestrian and Bicycle Enhancements Along All Collector Streets: Pedestrian and bicycle amenities not typically required as part of the street improvements may include, but are not limited to, raised planters, bulb-outs or curb extensions, pedestrian plazas with seating areas and tables, additional bike lanes/facilities not already required, or other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission.

E6. Water Features: Water features, exclusive of any features provided as part of an entry sign area, such as fountains, streams, pond, or other similar features that are used commonly and are highly visible in the Planned Community, or other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission.

E7. Theme Lighting Or Other Theme Design: A theme may be incorporated into the development such as decorative street lights/lamp posts, lighting along walkways or trails, entrance way lighting, and exterior building lighting in addition to the normal street lighting requirements or other design themes unique to the development, or other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission.

E8. Design Features: Architecture that is unique, visionary, and timeless as determined by the Planning Commission and City Council.

E9. Entry Monuments: Planned Communities which provide a landscaped entry sign(s) area(s) for residential areas.



(Hidden Valley Park - Sandy, UT)

F. Use Of Open Space: Use of open space is limited to the following:

- a.** Natural areas of undisturbed vegetation or areas replanted with vegetation after development, including woodlands, floodplains, waterways, and natural areas. Use and maintenance is limited to removal of litter and accumulated plant material. Natural waterways are to be maintained as free flowing and devoid of debris. Stream channels shall conform to the City stormwater master plan and be maintained so as not to alter base flood elevations.
- b.** Agricultural uses where conditions are suitable for agricultural production. Minimum areas for agricultural use designation shall be five (5) acres.
- c.** Garden plots for the common use of residents.
- d.** Greenways and waterways may include pedestrian ways, trails, bike paths, and equestrian trails linking residential areas with other open space uses.
- e.** Recreation areas designed for specific recreational activities such as parks, athletic fields, tot lots, play fields, playgrounds, tennis courts, and similar facilities.
- f.** Stormwater control and management in conjunction with other allowed uses described in this section. (2001 Code 89-3-406; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 19-13, 5-8-2019)



Proposed Open Space

The proposed open spaces at Jones Ranch will generally consist of natural, undisturbed park areas for passive recreation opportunities and programmed community park space for active recreation and play. The majority of the natural and programmed park spaces will occur within the existing Barney's Creek drainage, with additional open space planned for the regional stormwater basin area at the northeast corner and a trail corridor along the south side of 8600 South street. The following are area calculations for the open spaces and parks:



| | |
|---|---------------------------|
| • Passive Open Space | 79.3 acres |
| • Active Open Space | 21.3 acres |
| • Additional O.S. (Throughout Villages) | 14 acres |
| Total: | ±100.7 acres (17%) |

Open Space Descriptions & Intent

The intent for the natural open spaces through Barney's Creek is to preserve the existing natural character of the drainage area to the greatest extent possible, with modifications to existing topography and vegetation for pedestrian trails, trail-side amenities, and stormwater basins. The amenities anticipated within the natural open spaces may include, but not be limited to natural-surface or hard-surfaced trails, trail-head features, benches and trash receptacles, overhead shelters, and naturally landscaped stormwater basins.

The intent for the programmed community park spaces & trails through Barney's Creek is to provide active recreation opportunities for residents of Jones Ranch in a park environment. The existing drainage channel will provide a natural transition from the native open spaces to the programmed parks, which will generally provide pavilions for larger gatherings, playgrounds and equipment for a variety of age groups and abilities, sports courts and space for play fields, hard-surfaced trails, signage and monumentation, and park space for dogs.



(Dimple Dell Park - Sandy, UT)

The trail corridor will provide open space between the backs of proposed residential lots and 8600 South street for a pedestrian trail alignment and landscape buffering. This trail alignment will connect to pedestrian pathways along neighborhood streets and trails through the natural open spaces and community parks.

Construction of Park, Open Space, and Amenities



The Jones Ranch MDP shall include a total of approximately 100.7 acres of Open Space, consisting of approximately 79.3 acres of Passive Open Space, and approximately 21.3 acres of Active Open Space & Parks. Boundaries of all open space areas may be adjusted by developer, but shall not be less than 17% of the overall acreage.

Master Developer shall cause the Open Space and Amenities to be constructed concurrently with each residential phase wherein the Amenities are located. Master Developer shall not be required to install the Amenities, or portions of the Amenities, before building permits are applied for construction on residential lots adjoining the Amenities. The Open Space and Amenities are depicted and described in the Jones Ranch MDP. Upon completion of the Open Space and Amenities, Master Developer shall dedicate the Amenities to West Jordan City or the Master Homeowner's Association or sub-association for the Project. The developer shall construct the pool amenity within the Club Ivory Amenity upon the completion of the 200th certificate of occupancy; The developer shall construct the clubhouse amenity within the Club Ivory Amenity upon the completion of the 400th certificate of occupancy. **The clubhouse building will be 5,000 ft².**

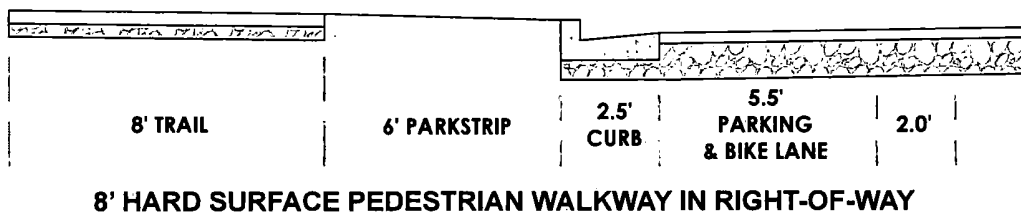
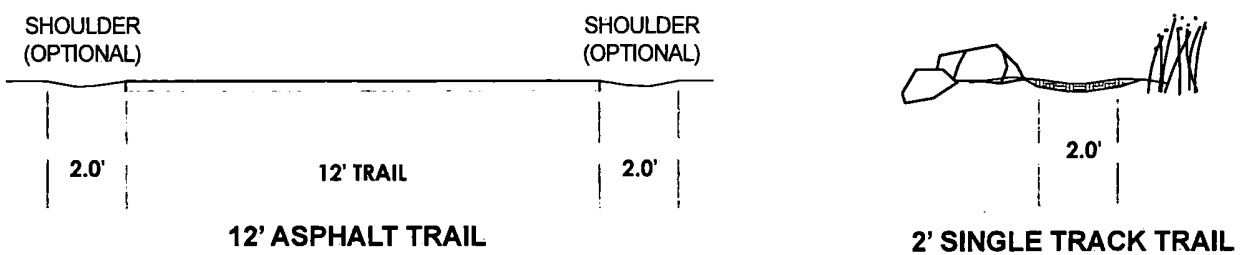
Pedestrian Circulation

Pedestrian circulation at Jones Ranch will be promoted through a network of sidewalks along neighborhood streets, paved pathways through park spaces, and natural surface trails that meander through the native landscape. This network of pathways and trails will provide opportunities for residents of the community to connect to other neighborhoods within the community, to parks and open spaces, to commercial and retail shops, and to the City's network of master planned trails without having to get into a car.

Pedestrian amenity nodes will be strategically located along the pathways and trails, which may include benches, overhead shelters, trash receptacles, dog waste stations, and trail-heads and signage. These nodes may also include irrigated landscaped areas for shade trees and visual enhancement, and will provide opportunities for rest, protection from inclement weather, and wayfinding.



Proposed Trail Cross Sections



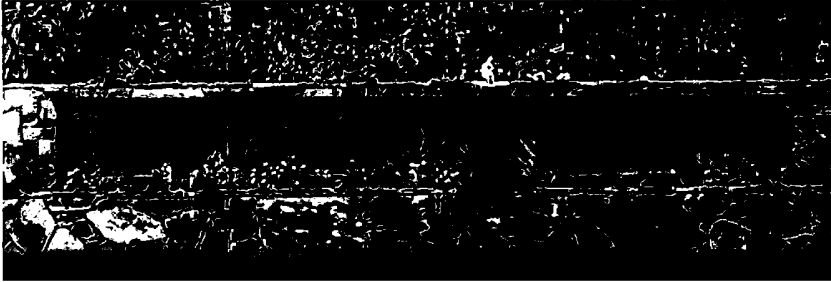
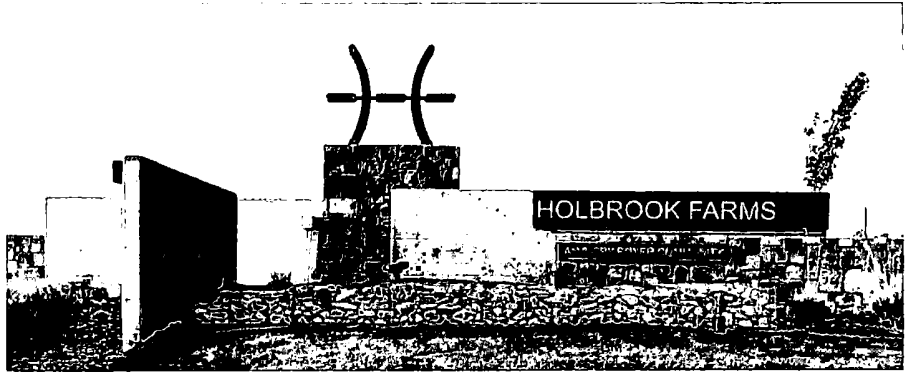
Monumentation & Theming

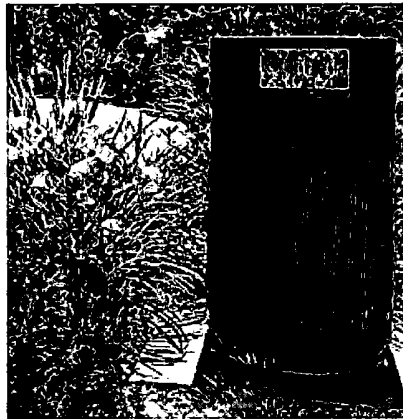
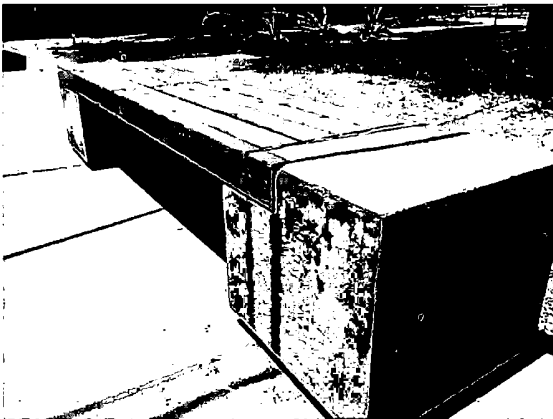
Jones Ranch will feature a cohesive and coordinated monumentation and theming style that is unique to the community and identifiable to the residents. This style will be used throughout the community for site features and elements such as monument signs, wayfinding signage, site furnishings, lighting, raised planters, check dams, and site retaining walls. The selected materials will be chosen for their design aesthetic as well as durability, cost, and availability, which may include wood, brick, concrete, natural stone, and steel. These materials are typically cost effective, durable, and readily available, and with a variety of color combinations they will be used throughout the community to create a cohesive exterior theme.

Primary entry monuments and secondary monument signs will be integrated into the Jones Ranch community at strategic locations to identify primary entry points and the different neighborhoods within the community.

Primary monuments will generally be significant in size, but at a pedestrian scale, and may include enhanced landscape improvements and lighting.

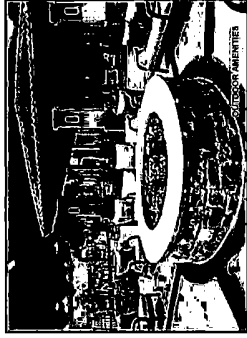
Secondary monument signage will typically be smaller than primary monuments, but will maintain similar materials, styles, scale, and landscape improvement as primary monuments.



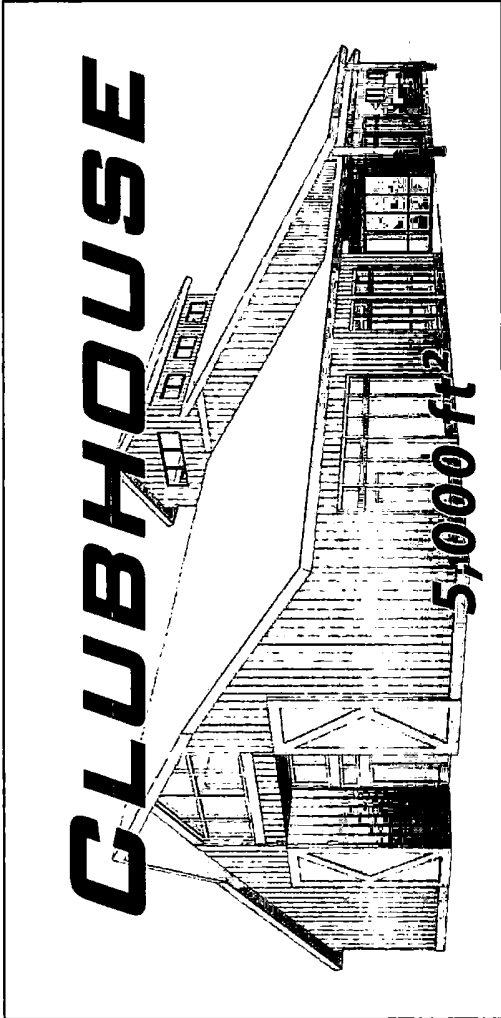




SWIMMING POOL DECK



HOT TUB / SPA



CLUBHOUSE

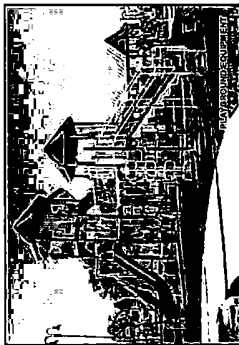
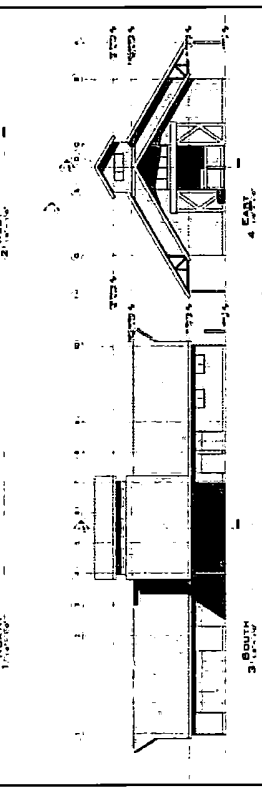
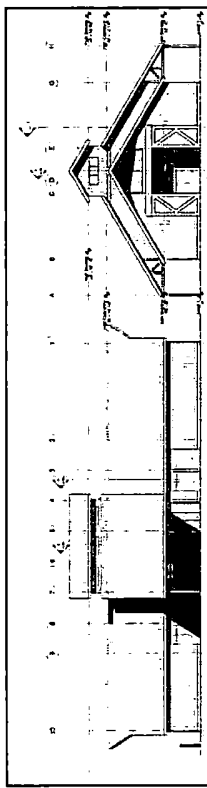
5,000-ft²



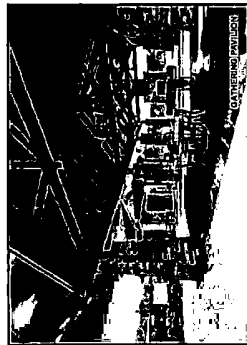
PARKING DECK



PARKING DECK



PARKING DECK



PARKING DECK



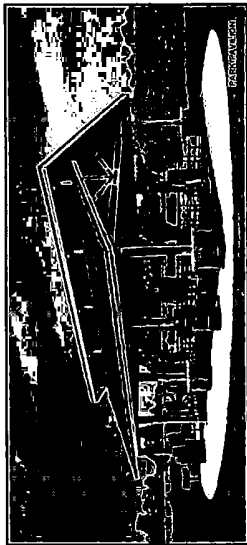
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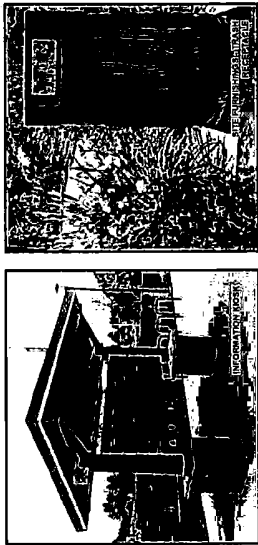
PARKING DECK



JONES RANCH
WEST JORDAN CITY, SALT LAKE COUNTY
CLUB IVORY AMENITY PARK



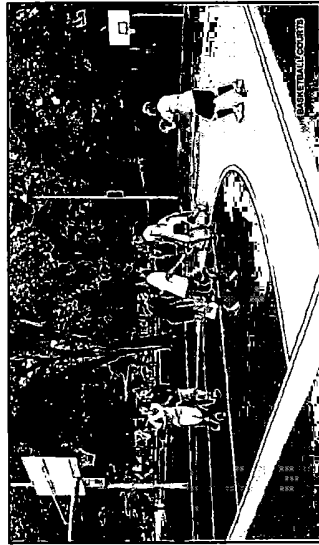
PAVILION



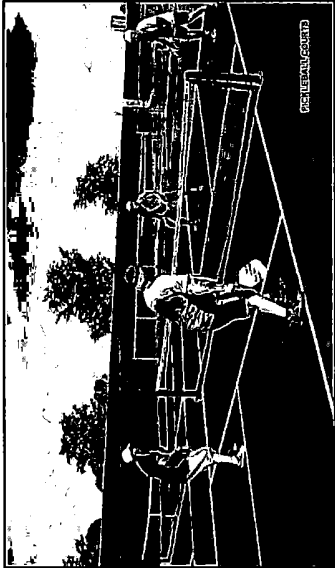
GAZEBO



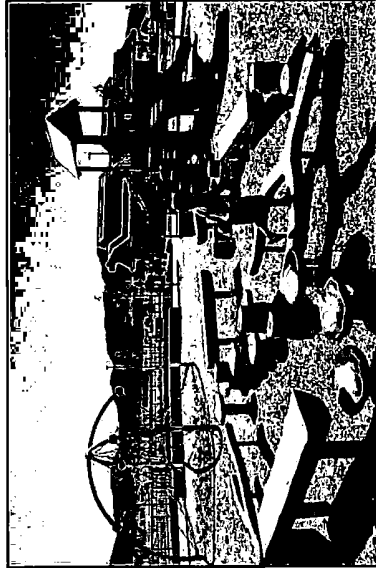
PAVILION



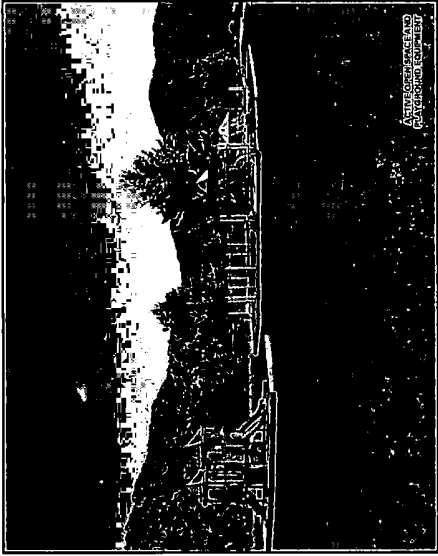
BASKETBALL COURT



TENNIS COURT



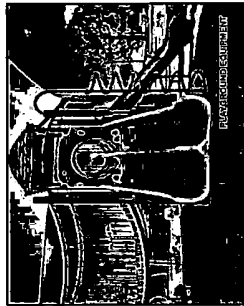
PICNIC TABLES



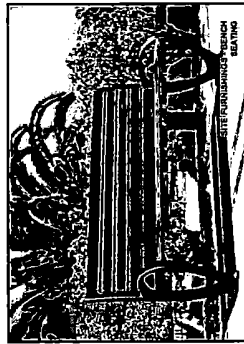
PLAYGROUND



MOBILE HOME



PICNIC TABLE



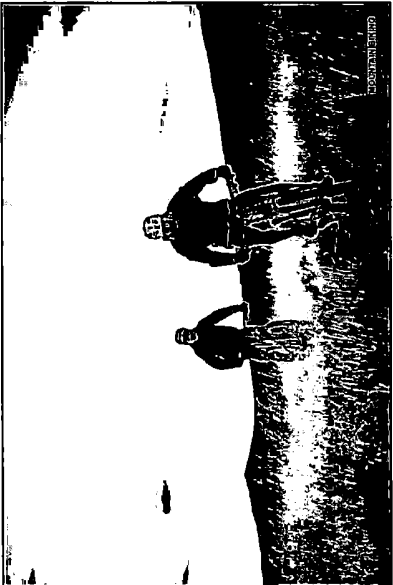
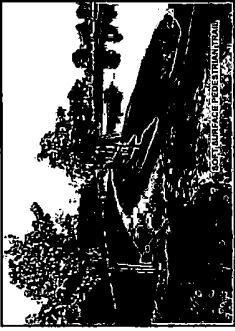
PICNIC TABLE



PAVED AREA



JONES RANCH
WEST JORDAN CITY, SALT LAKE COUNTY
ACTIVE OPEN SPACE PARKS



JONES RANCH
WEST JORDAN CITY, SALT LAKE COUNTY
PASSIVE OPEN SPACES

Landscape Design Guidelines



6949 S. High Tech Drive Suite 200
Midvale, UT 84047
P (801) 352-0075 F (801) 352-7989

Landscape Design Guidelines Summary

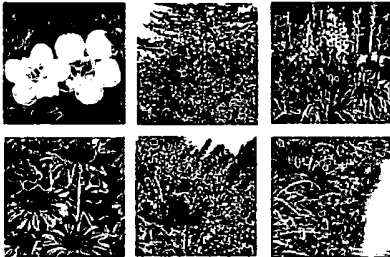
The following exhibits (pages 40 to 42) outline the landscape and irrigation efficiency standards for the residential uses at Jones Ranch.

IVORY HOMES WATER-WISE LANDSCAPING PROTO-TYPE

IVORY HOMES IS PLEASED TO BE THE FIRST COMMERCIAL LANDSCAPE PLAN AND GARDEN DESIGN COMPANY TO BE DESIGNING WITH WATER IN A RESPONSIBLE AND WATERWISE APPROACH



R. MICHAEL KELLY
LANDSCAPE ARCHITECT



Street Trees

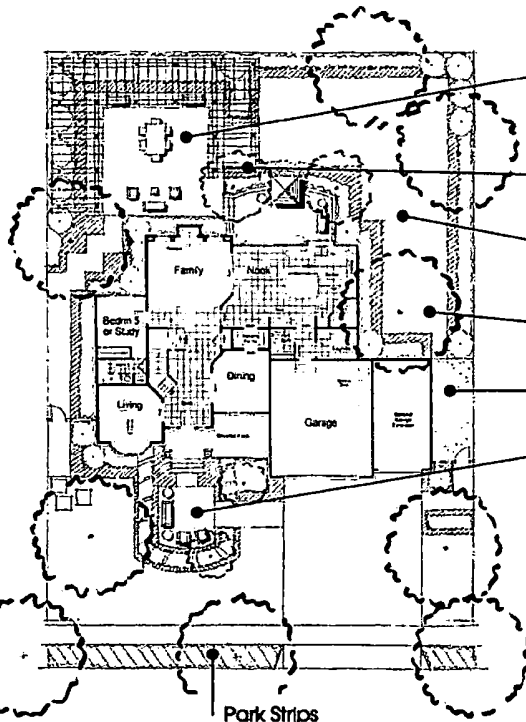
...can contribute to the neighborhood aesthetic, but they also shade and cool pavements. This can help reduce ambient temperatures and help reduce cooling costs. Planting and caring for street trees is an important element in improving your community's long-term sustainability.

Installation:

Your community may have street trees that have been installed. In other cases, you may be expected to provide and plant the street trees. In either case, your street trees will be part of an overall community street tree plan. Check the covenants or other materials you received and make sure that you plant required street trees in accordance with the plan provided.

Maintenance:

- You have an important responsibility to properly maintain your street trees. If one home owner neglects to plant or properly maintain street trees in front of their home, the entire neighborhood feels the effect.
- Be certain that adequate water is provided to your street trees so that they will be healthy.
 - Prune as necessary to prevent problems or disease, but don't over-prune to modify the natural shape of the tree.
 - Staking is not normally necessary, but if your tree is not growing straight, it may be important.
 - Trees should be fertilized annually. Commercial fertilizers are available in many forms. Check with your local nurseryman for recommendations.



Water-Wise Landscape Ideas

Generous paved patios and terraces provide not only outdoor living spaces and entertainment opportunities, but they reduce the amount of watering in your yard. Remember: it's important to shade these paved surfaces...

An arbor, trellis, or roofed garden structure can help define spaces but also add shade and help to reduce evaporation.

Reduce the amount of lawn to that necessary for outdoor activities. A good goal for the front yard is a maximum of 60 to 70 per cent of the total planted area.

Place shade trees to maximize their effect on solar modification or protection from wind... Consider needs for both the yard and the house.

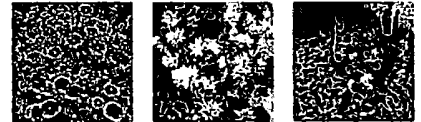
Consider making utility areas or out-of-sight side yards a hard-surface pavement or gravel surface to reduce water usage.

Consider using additional pavements in the front yard. They can provide an inviting entry space. It will also reduce the area requiring irrigation.

Space plants adequately to provide, at maturity, coverage and shade for the soil.

A wood bark mulch in newly-planted beds can help condition soil and reduce evaporation from the soil surface.

Consider alternate surfaces in play areas such as sand or wood chips made especially for play areas.



Ideas for Irrigation Systems

An automatic irrigation system, when properly maintained and monitored, can reduce water waste.

Make sure that lawn areas and shrub beds are on separate water valves. Shrubs use much less water than lawn, so should be watered less. Separating the valves and monitoring water needs will save water.

When laying out your system, also consider microclimates. The north and east sides of your house will be in shade longer than the south and west sides.

Drip irrigation systems can be effective in shrub beds and will help conserve water.

Water your yard during early-morning hours to help minimize evaporation.

...add an aesthetic quality to the neighborhood that becomes a communal benefit. But being surrounded by pavements, park strips are hot and dry out quickly, so lawn is not the best choice for these areas. A good alternative is to plant your park strip with a single groundcover. The simplicity of a single material will be sufficient to provide individual identity for your home, but keep the overall neighborhood fabric from becoming too busy. Some good choices for park strip plantings are:

- *Ajuga reptans* (carpet bugle); short, dark green and bronze with purple flowers in summer;
- *Cerastium tomentosum* (snow in summer); short, blue-grey with white flowers in late spring;
- *sedum spatum* (dragon's blood sedum); short, bronze-green with red blossoms in spring;
- *Thymus serpyllium* (mother of thyme); short, soft green with lavender flowers in summer; and
- *Vinca minor* (dwarf periwinkle); trailing, deep rich green with purple flowers in spring.

Gravel and rock are discouraged because they add to the problem of reflected, radiant heat. However, use pavers to provide pedestrian access.



Suggested Plant List - Water-Wise Plants

First, these lists are not exhaustive. They are meant to give some examples of the plant materials that can be used to save water, but allow interest and variety in your landscape. Consult with a nurseryman or landscape architect to explore other possibilities—there are many.

Shade Trees

Use to provide shade to protect plantings and reduce evapo-transpiration from plant materials. Shade will reduce water use of plant materials in the hot summer months. Consider placement in relation to predominant solar aspect and use to reduce solar impact of summer sun on the house. This can reduce the amount of energy used to cool your home.

| | |
|----------------------------|----------------------|
| <i>Acer glabrum</i> | Rocky Mountain Maple |
| <i>Celtis occidentalis</i> | Common Hackberry |
| <i>Sophora japonica</i> | Japanese Pagoda tree |

Accent Trees

Use in areas where large trees are not practical. Can help with solar modification as well as adding aesthetic enhancements.

| | |
|--------------------------------|------------------|
| <i>Acer campestre</i> | Hedge Maple |
| <i>Catalpa bignonioides</i> | Washington Thorn |
| <i>Koelerutaria paniculata</i> | Goldenrain Tree |

Evergreen Trees

Use in locations where you would shade trees, but find the year-round foliage of an evergreen advantageous. Remember that using evergreens to shade the house can reduce the valuable solar benefits of the winter sun. And make sure you have the space for it to grow!

| | |
|----------------------|-----------------|
| <i>Picea pungens</i> | Colorado Spruce |
| <i>Pinus spp.</i> | Pine |

Tall Shrubs

These are shrubs that will grow to 6 feet tall or more. Verify their potential size and carefully consider their placement. Use to accent or soften architectural lines. May be valuable at corners and beside tall architectural elements. Planted in masses, or groupings, they can help screen for privacy or views. They can create shade to affect microclimates in planting beds.

| | |
|-----------------------------|-------------------|
| <i>Ametanchier alnitola</i> | Serviceberry |
| <i>Coloneaster spp.</i> | Coloneaster |
| <i>Ligustrum vulgare</i> | Common Privet |
| <i>Physocarpus monogyna</i> | Mountain Ninebark |

Medium Shrubs

These are shrubs that will grow from only 2 feet tall to about 5 feet tall. Become familiar with the plants' individual characteristics to understand their ultimate height and spread. Shrubs should be planted so that when they mature to their ultimate size they should touch—without overcrowding—in order to fill the shrub bed. This will shade the soil surface and help conserve water by reducing evaporation.

| | |
|-----------------------------|--------------------|
| <i>Coloneaster spp.</i> | Coloneaster |
| <i>Juniperus spp.</i> | Juniper |
| <i>Pinus mugo</i> multicus | Mugho Pine |
| <i>Potentilla fruticosa</i> | Shrubby Cinquefoil |
| <i>Yucca spp.</i> | Adam's Needle |

Groundcovers

Groundcovers are a valuable tool to help cover the soil and reduce evaporation thereby helping to conserve water. Most will spread over time and effectively cover bare soil. Be careful with those that can be extremely aggressive.

| | |
|----------------------------|------------------------|
| <i>Ajuga reptans</i> | Carpet Bugle |
| <i>Hypericum calycinum</i> | Creeping St. Johnswort |
| <i>Thymus serpyllium</i> | Mother of Thyme |
| <i>Vinca minor</i> | Dwarf Periwinkle |

Vines

Vines can add interest to your garden and can also help modify micro-climatic conditions. A vine climbing over a trellis or arbor can provide some shade where there is not sufficient space for a tree.

| | |
|---------------------------|-----------------|
| <i>Lonicera spp.</i> | Honeysuckle |
| <i>Polygonum aubertii</i> | Silverlace Vine |

Perennial Flowers

Colorful flowers always bring a garden to life. A water-wise landscape does not need to forgo their color. The right combinations can provide year-round color. These flowers are all water-wise and should be used freely to brighten your garden.

| | |
|-------------------------------|-------------------|
| <i>Alyssum saxatile</i> | Basket of Gold |
| <i>Echinacea purpurea</i> | Purple Coneflower |
| <i>Gaillardia spp.</i> | Blanket flower |
| <i>Hemerocallis spp.</i> | Daylily |
| <i>Heuchera sanguinea</i> | Coral bells |
| <i>Iris spp.</i> | Iris |
| <i>Lavandula angustifolia</i> | English Lavender |
| <i>Rudbeckia spp.</i> | Black-eyed Susan |



Landscape Standards

These Landscape standards are intended to apply to front yard landscaping and attempt to quantify the goals set forth in the Ivory Homes document: *Water-wise Landscaping*.

Lots up to 8,000 square feet

Interior lot

Front yard trees: minimum 2 trees. May be shade, accent or evergreen

Street Trees: At least one per lot

Shrubs: minimum 15. May be tall or medium shrubs.

Groundcover or Perennial Flowers: Minimum 15

Lawn: Maximum 60% exclusive of park strips. See General Standards below.

Corner lot

Front yard trees: minimum 2 trees. May be shade, accent or evergreen

Street Trees: one (1) tree on each street frontage.

Shrubs: minimum 30. May be tall or medium shrubs.

Groundcover or Perennial Flowers: Minimum 20

Lawn: Maximum 70% exclusive of park strips. See General Standards below.

General Standards:

Lawn. It is understood that driveways and walks are a part of the front yard; otherwise, 100% of the front yard shall be planted either with lawn or be provided as shrub bed. The maximum allowable amount of lawn is specified above.

Shrub beds are to be planted with shrubs at appropriate spacings:

- 6 feet on center for tall shrubs;
- 4 feet on center for medium shrubs;
- 12 to 24 inches for groundcovers and perennials; and
- Exposed soil surfaces in shrub beds are to be covered with mulch.

Front yard Trees are those trees required to be installed in the front yard. These are to be installed by the Homeowner.

Street Trees. Street trees are to be provided by Ivory Homes and installed by the homeowner per the community Street Tree Planting Plan. If driveway or utilities locations conflict with the street tree's placement, it may be eliminated or may require adjustment to the tree's location.

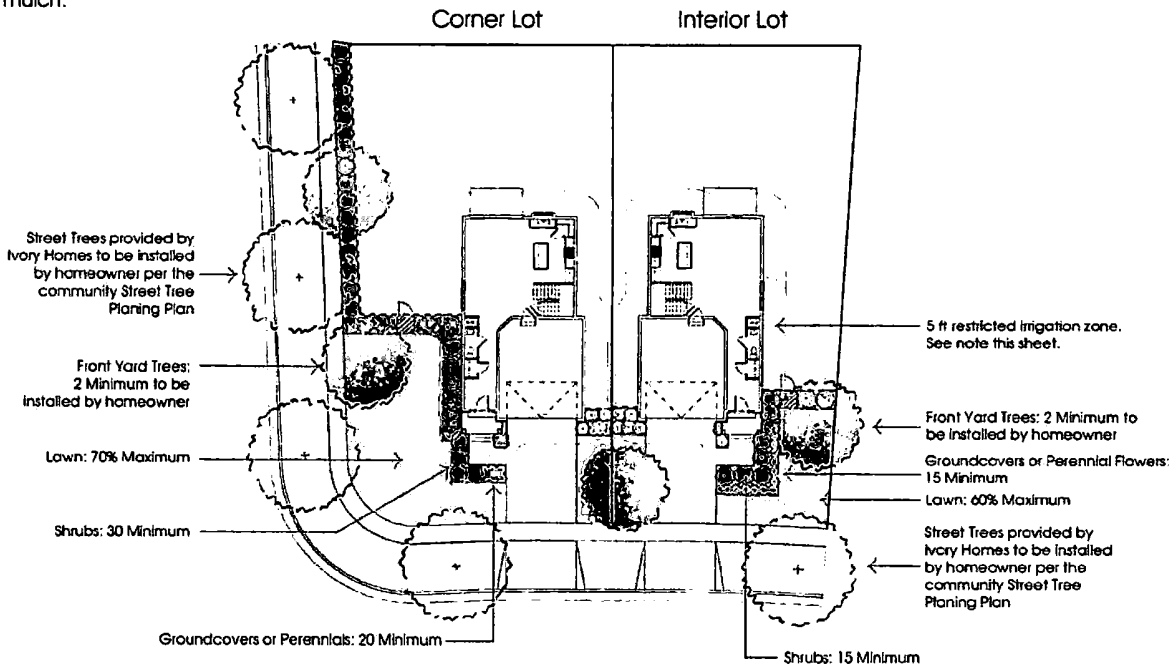
All trees and shrubs shall be selected from the **Suggested Plant List: Water-wise Plants**, as provided by Ivory Homes.

Landscaping. To protect and preserve the integrity of the footings and foundations of the home and other structures constructed on the Property after Closing, Buyer shall not install or have installed any sod or other water-intensive plants directly abutting any foundation. As required in the CC&Rs, Buyer shall be responsible to maintain a minimum of five (5) feet between the exterior of the foundation and any sod or other water-intensive plants ("Restricted Landscape Zone"). If approved as part of the Buyer's landscape plan under the CC&Rs, the Restricted Landscape Zone may be used as a planting bed, subject to restrictions in the CC&Rs regarding slope, grading, and drainage and subject to the restrictions below regarding irrigation systems.

Irrigation. To preserve and protect the integrity of the footings, foundation, and exterior of the home, upon Closing Buyer shall place, install or cause to be placed and installed all irrigation/sprinkler system spray heads, lines, valves and, stop & waste valves, a minimum of five (5) feet from the foundation of the home. Only hand watering or drip irrigation is allowed within five (5) feet of the foundation. Additionally, Buyer shall be responsible to ensure that water spray from an irrigation/sprinkler head does not hit the foundation, home exterior, or within the five (5) foot Restricted Landscape Zone.

Installation. All front and rear yard landscaping must be installed within 9 months of occupancy.

CC & Rs. Refer to the subdivision CC & Rs and regulations relating to landscaping and irrigation requirements.



The landscape designs shown are examples only and are intended to show one possible compliance with the standards outlines herein. You may provide a completely different design to accomplish the same objectives.

Landscape Standards

These Landscape standards are intended to apply to front yard landscaping and attempt to quantify the goals set forth in the Ivory Homes document: Water-wise Landscaping.

Lots 8,000 square feet and larger

Interior lot

Front yard trees: minimum 2 trees. May be shade or evergreen.
 Accent trees may be used in addition.
 Street Trees: At least one per lot
 Shrubs: minimum 25. May be tall or medium shrubs.
 Groundcover or Perennial Flowers: Minimum 30
 Lawn: Maximum 70% exclusive of park strips. See General Standards below

Corner lot

Front yard trees: minimum 2 trees. May be shade or evergreen
 Street Trees: One (1) tree on each frontage.
 Shrubs: minimum 50. May be tall or medium shrubs.
 Groundcover or Perennial Flowers: Minimum 50
 Lawn: Maximum 75% exclusive of park strips. See General Standards below.

General Standards:

Lawn. It is understood that driveways and walks are a part of the front yard; otherwise, 100% of the front yard shall be planted either with lawn or be provided as shrub bed. The maximum allowable amount of lawn is specified above.

Shrub beds are to be planted with shrubs at appropriate spacings:

- 6 feet on center for tall shrubs;
- 4 feet on center for medium shrubs;
- 12 to 24 inches for groundcovers and perennials; and
- Exposed soil surfaces in shrub beds are to be covered with mulch.

Front yard Trees are those trees required to be installed in the front yard. These are to be installed by the Homeowner.

Street Trees. Street trees are to be provided by Ivory Homes and installed by the homeowner per the community Street Tree Planting Plan. If driveway or utilities locations conflict with the street tree's placement, it may be eliminated or may require adjustment to the tree's location.

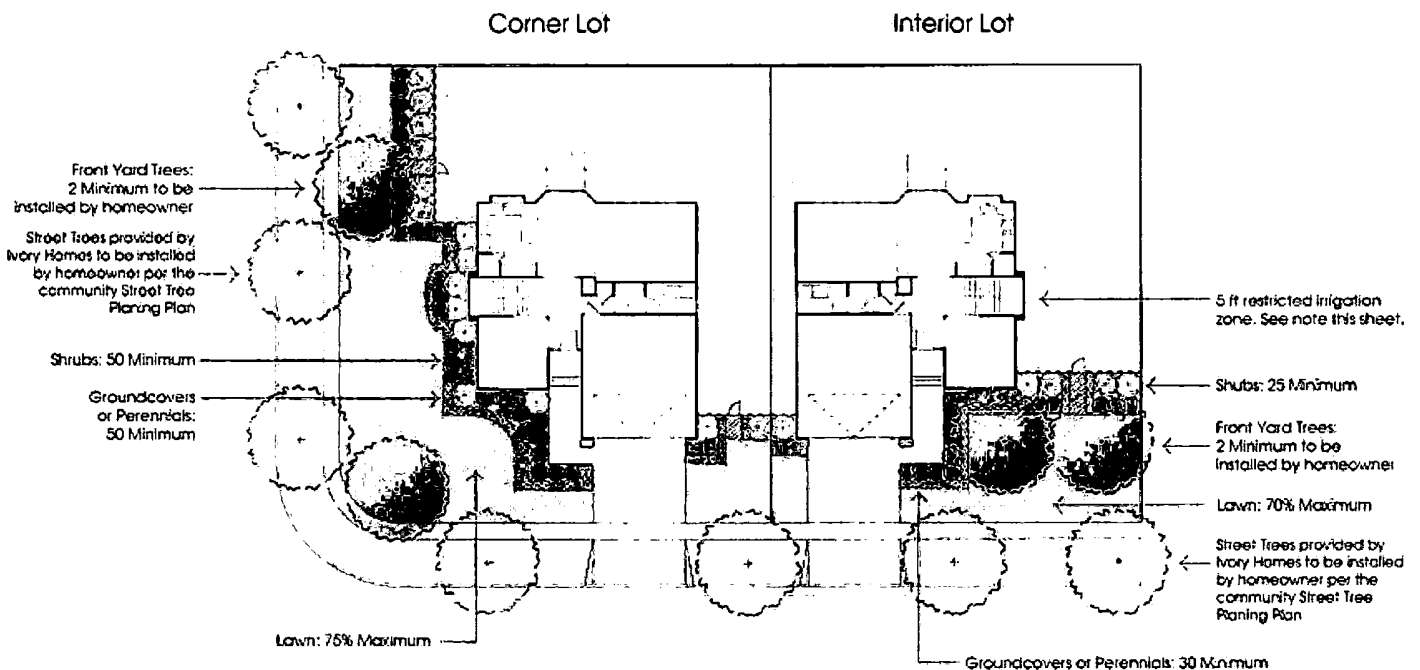
All trees and shrubs shall be selected from the **Suggested Plant List: Water-wise Plants**, as provided by Ivory Homes.

Landscaping. To protect and preserve the integrity of the footings and foundations of the home and other structures constructed on the Property after Closing, Buyer shall not install or have installed any sod or other water-intensive plants directly abutting any foundation. As required in the CC&Rs, Buyer shall be responsible to maintain a minimum of five (5) feet between the exterior of the foundation and any sod or other water-intensive plants ("Restricted Landscape Zone"). If approved as part of the Buyer's landscape plan under the CC&Rs, the Restricted Landscape Zone may be used as a planting bed, subject to restrictions in the CC&Rs regarding slope, grading, and drainage and subject to the restrictions below regarding irrigation systems.

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Installation. All front and rear yard landscaping must be installed within 9 months of occupancy.

CC & Rs. Refer to the subdivision CC & Rs and regulations relating to landscaping and irrigation requirements.



The landscape designs shown are examples only and are intended to show one possible compliance with the standards outlined herein. You may provide a completely different design to accomplish the same objectives.

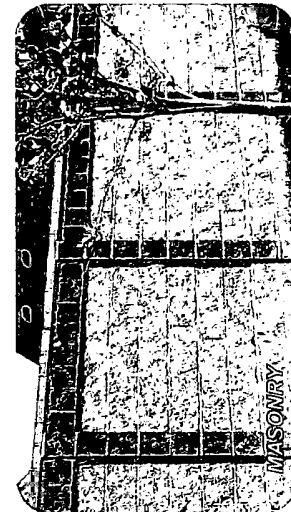
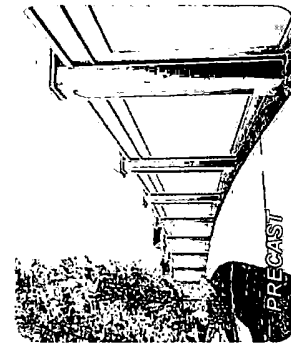
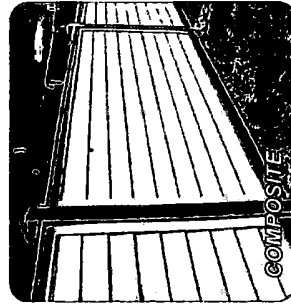
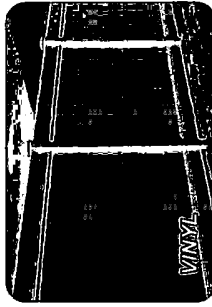
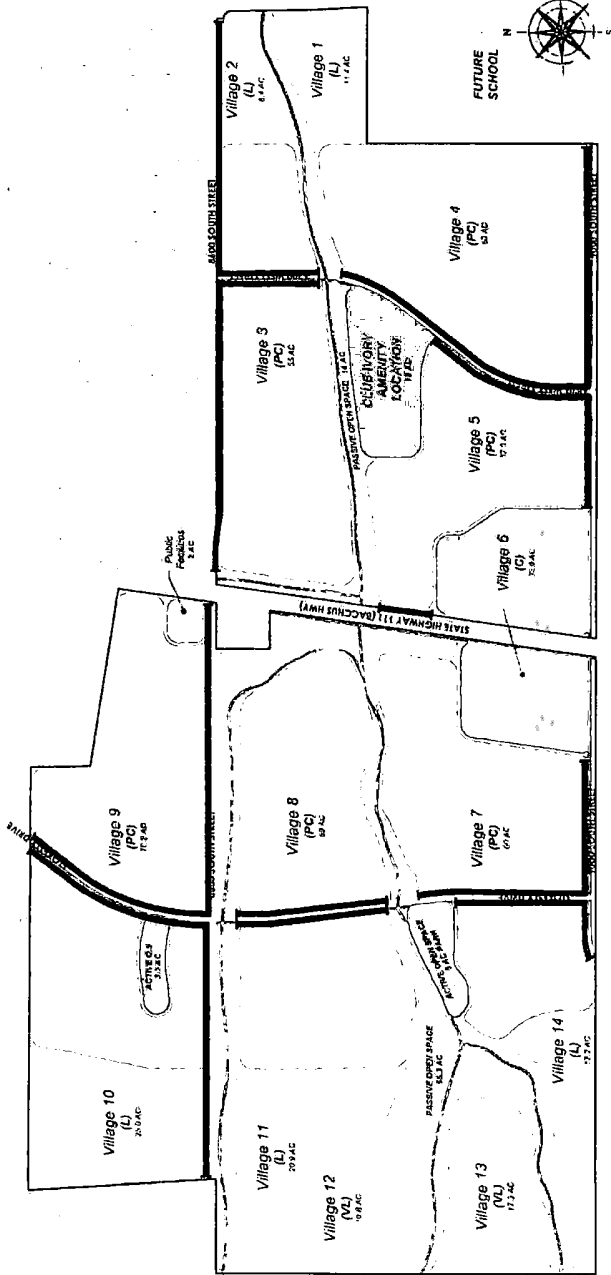
WALL PLAN

WALL LEGEND & NOTES

— Locations of 6' Solid Wall
Material & Style of walls is to be determined

Notes

1. Walls shall be built in locations indicated on Wall Plan, unless a home fronts onto the right-of-way of Stokesly Drive or 6700 West/6820 West in which case there will be no wall
2. Master covenants shall define and restrict all fencing types along the open space corridor
3. Final product and location of wall shall be approved in conjunction with the applicable Phase Sub-Area Plan



WALL DESIGN AESTHETICS FOR POTENTIAL USE IN JONES RANCH, FINAL MATERIAL OF WALL TO BE APPROVED WITH EACH PHASE SUB-AREA PLAN.

ARCHITECTURAL DESIGN GUIDELINES

HOMES WITHIN 'VERY LOW' (VL) DESIGNATION

MASSING & COMPOSITION

It will be important for the massing of homes to be scaled in such a way that it relates to the residents living within the Very Low villages and is in harmony with the surrounding area. A variety of building forms, wall planes, and roof lines will ensure that building massing does not become overpowering.

Residential Unit Type: Detached Single Family

Orientation: Front or Side Loaded Garages

Roofs: Roof elements contribute directly to how the overall building massing relates to human scale and the topography of the surrounding areas. Roof forms can also help bring communities together visually through recurring design principles such as:

- Roof line vertical shifts to provide different ridge heights and alignments
- Roof forms varied so that no single shape dominates the total roof area
- Roof pitches for sloped roofs between 3:12 and 12:12
- Roof types: gable, hip, and partial hip.

Repetition: Homes with similar floor plans and elevations should provide different architectural styles, features, colors, and materials. To ensure diversity within the Very Low villages, home elevations with identical elevations and/or floor plans are not allowed next to one another or across the street from one another for a distance equal to no less than three residential lots.



Height: Homes within the Very Low villages shall have a maximum height of two floor levels above finished grade or 35 feet as measured from the top-of-curb elevation, whichever is less.

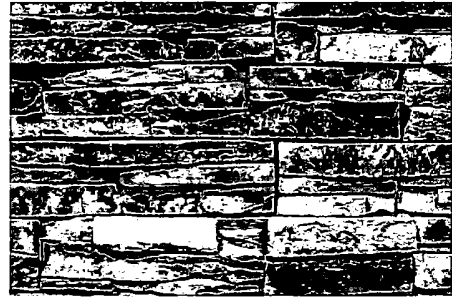
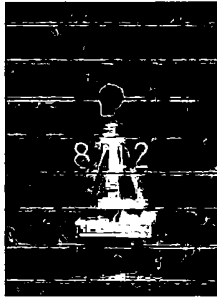
WALLS

Exterior building walls, foundation walls, and site retaining walls are elements that provide opportunities to visually unify a residential community. The use of different materials and a variety of forms and heights contribute to human scale massing.

Building Walls: Exterior walls above the foundation that create the form and mass of the home shall include the following design principles:

- A maximum single wall plane on the front or rear elevation of 25 feet, at which point the wall plane shall shift forward or backward a minimum distance of 3 feet.
- A maximum single wall plane on any side elevation of 50 feet, at which point the wall plane shall shift forward or backward a minimum distance of 2 feet.
- Allowed materials: Natural stone, masonry brick, horizontal wood siding, board and batten vertical wood siding, machine sawn wood shingles, composite siding or approved equal, stucco, and steel as an accent.
- If stucco is used as the primary material on exterior walls, a minimum of three different materials shall be also be used.

Colors: Primarily natural earth tones such as grays, tans, and browns; soft blues, whites, reds, and greens, with accent colors to be approved.



Single Materials: No more than 40% of the homes within the Very Low villages shall have a single exterior material. The allowable materials for single-materials homes are brick, natural stone, horizontal wood siding, or board and batten vertical wood siding. The remaining 60% of homes within the Very Low villages shall have at least three allowable exterior materials.

Foundation Walls: Exposed exterior walls that form the basement or ground plane element of the home. Where topography dictates, foundation walls shall step up or down with grade changes to minimize the exposed foundation wall surfaces. The maximum exposed wall height for foundation walls shall be 5 feet, which must be finished with foundation plaster, stone veneer, or as board-formed concrete.

Retaining Walls: Exposed site walls that retain uphill or downhill cut and fill slopes. Retaining wall heights should be kept to a maximum height of 6 feet to maintain human scale massing, and where grade change is greater than 6 feet, retaining walls shall be tiered with a minimum of 6 feet of horizontal landscaped space between wall tiers. Allowable materials for retaining walls shall include board-formed concrete, natural boulders, and interlocking segmental blocks.

WINDOWS AND DOORS

Windows and doors enhance and reinforce the architectural style and character of residential homes. The locations of windows and door should work to achieve and maintain visual appeal, rhythm, and proportion of homes within the Very Low villages.

Windows: Windows should be predominantly rectangular in shape and vertical in orientation, and typically as a single, paired, or in groups of three. All windows should be constructed with the following materials: renewable wood, renewable wood clad with colorfast vinyl or aluminum, metal clad coated with an approved finish, vinyl. All Colonial, Cottage, Craftsman, & Country style homes shall have a 4" casing on exterior windows.

Doors: Doors should complement the architectural style of the home and should be of materials and finishes that are consistent with other exterior materials used on the home.



FRONT PORCHES

Each home within the Very Low villages shall have a covered front porch in order to maintain human scale massing, create a sense of arrival, and to emphasize the relationship of the home to the street. Integration of the front porch should include the following:

- Porch roof forms that are consistent with the architectural style and roof form of the home.
- Porches should be a minimum of 8 inches above finished grade, with steps as an integral part of the porch design.
- Porches should wrap around the corner of the home or fill a void created by an "L" shaped floor plan.
- Porches shall have a minimum depth of 5 feet and a minimum area of 50 square feet.

ARCHITECTURAL STYLE

Each home within the Very Low villages shall be consistent with the styles identified in the Architectural Theming and shall incorporate a minimum of 50% of the design characteristics of the particular style chosen.

ACCESSORY STRUCTURES

Accessory structures or buildings are permitted on lots within the Very Low villages per existing City ordinances regarding accessory structures, and generally include garages and sheds, but not living quarters. Accessory structures or buildings shall not cover more than 20% of the rear yard or side yard in which it is constructed.

SWIMMING POOLS

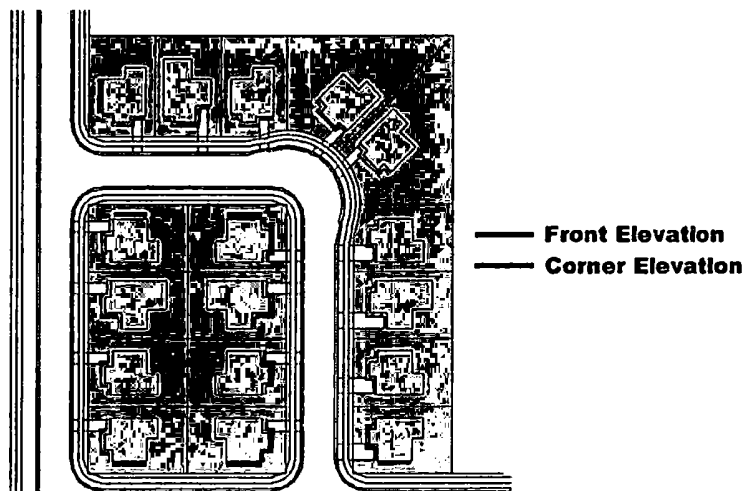
Swimming pools are permitted on lots within the Very Low villages per existing City ordinances regulating swimming pools. Permanent or semi-permanent above grade swimming pools are not allowed.

ARCHITECTURAL REVIEW

All designs for homes within the Very Low villages (floor plans, site plans, landscape plans, elevations, colors, and materials) shall be reviewed by the Architectural Review Committee (ARC) prior to submittal to the City for building permits.

FACADE ZONES

Front and corner lot elevations that are visible from public areas are important to community character. It is imperative for these facades to be articulated to improve the street scene and aesthetics of the neighborhood. Facade zones will be identified as applicable front elevations and corner lots. (See exhibit below)



Facade Zone Exhibit

HOMES WITHIN 'LOW' (L) DESIGNATION

MASSING AND COMPOSITION

It will be important for the massing of homes to be scaled in such a way that it relates to the residents living within the Low villages and is in harmony with the surrounding area. A variety of building forms, wall planes, and roof lines will ensure that building massing does not become overpowering.

House Type: Detached Single Family
Orientation: Front or Side Load Garage

Roofs: Roof elements contribute directly to how the overall building massing relates to human scale and the topography of the surrounding areas. Roof forms can also help bring communities together visually through recurring design principles such as:

- Roof line vertical shifts to provide different ridge heights and alignments.
- Roof forms varied so that no single shape dominates the total roof area.
- Roof pitches for sloped roofs between 3:12 and 12:12.
- Roof types: gable, hip, and partial hip.

Repetition: Homes with similar floor plans and elevations should provide different architectural styles, features, colors, and materials. To ensure diversity within the Low villages, home elevations with identical elevations and/or floor plans are not allowed next to one another or across the street from one another for a distance equal to no less than three residential lots.

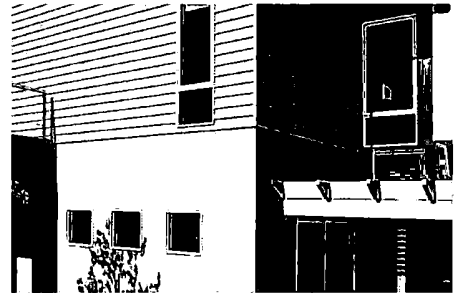
Height: Homes within the Low villages shall have a maximum height of two floor levels above finished grade or 35 feet as measured from the top-of-curb elevation, whichever is less.

WALLS

Exterior building walls, foundation walls, and site retaining walls are elements that provide opportunities to visually unify a residential community. The use of different materials and a variety of forms and heights contribute to human scale massing.

Building Walls: Exterior walls above the foundation that create the form and mass of the home shall include the following design principles:

- A maximum plane shall shift forward or backward a minimum single wall plane on the front or rear elevation of 25 feet, at which point the wall is a distance of 3 feet.
- A maximum single wall plane on any side elevation of 40 feet, at which point the wall plane shall shift forward or backward a minimum distance of 2 feet.
- Allowed materials: Natural stone, masonry brick, horizontal wood siding, board and batten vertical wood siding, machine sawn wood shingles, composite siding or approved equal, stucco, and steel as an accent.
- If stucco is used as the primary material on exterior walls, a minimum of three different materials shall be also be used.



Colors: Primarily natural earth tones such as grays, tans, and browns; soft blues, whites, reds, and greens, with accent colors to be approved.

Single Materials: No more than 40% of the homes within the Low villages shall have a single exterior material. The allowable materials for single-materials homes are brick, natural stone, horizontal wood siding, or board and batten vertical wood siding. The remaining 60% of homes within the Low villages shall have at least three allowable exterior materials.

Foundation Walls: Exposed exterior walls that form the basement or ground plane element of the home. Where topography dictates, foundation walls shall step up or down with grade changes to minimize the exposed foundation wall surfaces. The maximum exposed wall height for foundation walls shall be 5 feet, which must be finished with foundation plaster, stone veneer, or as board-formed concrete.



Retaining Walls: Exposed site walls that retain uphill or downhill cut and fill slopes. Retaining wall heights should be kept to a maximum height of 6 feet to maintain human scale massing, and where grade change is greater than 6 feet, retaining walls shall be tiered with a minimum of 6 feet of horizontal landscaped space between wall tiers. Allowable materials for retaining walls shall include board-formed concrete, natural boulders, and interlocking segmental blocks.

WINDOWS AND DOORS

Windows and doors are important elements that enhance and reinforce the architectural style and character of residential homes. The placement of windows and doors is critical and should be done carefully in order to maintain visual appeal, rhythm, and proportion of homes within the Low villages.

Windows: Windows should be predominantly rectangular in shape and vertical in orientation, and typically as a single, paired, or in groups of three. All windows should be constructed with the following materials: renewable wood, renewable wood clad with colorfast vinyl or aluminum, metal clad coated with an approved finish, vinyl. All Colonial, Cottage, Craftsman, & Country style homes shall have a 4" casing on exterior windows.

Doors: Doors should complement the architectural style of the home and should be of materials and finishes that are consistent with other exterior materials used on the home.

FRONT PORCHES

Each home within the Low villages shall have a covered front porch in order to maintain human scale massing, create a sense of arrival, and to emphasize the relationship of the home to the street. Integration of the front porch should include the following:

- Porch roof forms that are consistent with the architectural style and roof form of the home.
- Porches should be a minimum of 8 inches above finished grade, with steps as an integral part of the porch design.
- Porches should wrap around the corner of the home or fill a void created by an "L" shaped floor plan.
- Porches shall have a minimum depth of 5 feet and a minimum area of 40 square feet.



ARCHITECTURAL STYLE

Each home within the Low villages shall be consistent with the styles identified in the architectural theming and shall incorporate a minimum of 50% of the design characteristics of the particular style chosen.

ACCESSORY STRUCTURES

Accessory structures or buildings are permitted on lots within the Low villages per existing City ordinances regarding accessory structures, and generally include garages and sheds, but not living quarters. Accessory structures or buildings shall not cover more than 20% of the rear yard or side yard in which it is constructed.

SWIMMING POOLS

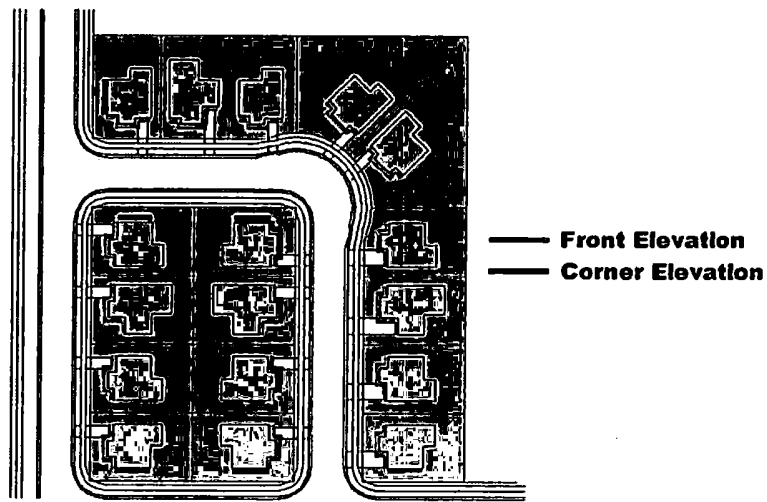
Swimming pools are permitted on lots within the Low villages per existing City ordinances regulating swimming pools. Permanent or semi-permanent above grade swimming pools are not allowed.

ARCHITECTURAL REVIEW

All designs for homes within the Low villages (floor plans, site plans, landscape plans, elevations, colors, and materials) shall be reviewed by the Architectural Review Committee (ARC) prior to submittal to the City for building permits.

FACADE ZONES

Front and corner lot elevations that are visible from public areas are important to community character. It is imperative for these facades to be articulated to improve the street scene and aesthetics of the neighborhood. Facade zones will be identified as applicable front elevations and corner lots. (See exhibit below)



Facade Zone Exhibit

HOMES WITHIN 'MEDIUM' (M) DESIGNATION

MASSING AND COMPOSITION

It will be important for the massing of homes to be scaled in such a way that it relates to the residents living within the Medium villages and is in harmony with the surrounding area. A variety of building forms, wall planes, and roof lines will ensure that building massing does not become overpowering.

House Type: Detached Single Family
Orientation: Front or Side Load Garage

Roofs: Roof elements contribute directly to how the overall building massing relates to human scale and the topography of the surrounding areas. Roof forms can also help bring communities together visually through recurring design principles such as:

- Roof line vertical shifts to provide different ridge heights and alignments.
- Roof forms varied so that no single shape dominates the total roof area.
- Roof pitches for sloped roofs between 3:12 and 12:12.
- Roof types: gable, hip, and partial hip.

Repetition: Homes with similar floor plans and elevations should provide different architectural styles, features, colors, and materials. To ensure diversity within the Medium villages, home elevations with identical elevations and/or floor plans are not allowed next to one another or across the street from one another for a distance equal to no less than three residential lots.

Height: Homes within the Medium villages shall have a maximum height of two floor levels above finished grade or 35 feet as measured from the top-of-curb elevation, whichever is less.

WALLS

Exterior building walls, foundation walls, and site retaining walls are elements that provide opportunities to visually unify a residential community. The use of different materials and a variety of forms and heights contribute to human scale massing.

Building Walls: Exterior walls above the foundation that create the form and mass of the home shall include the following design principles:

A maximum single wall plane on the front or rear elevation of 25 feet, at which point the wall plane shall shift forward or backward a minimum distance of 3 feet.

A maximum single wall plane on any side elevation of 35 feet, at which point the wall plane shall shift forward or backward a minimum distance of 2 feet.

Allowed materials: Natural stone, masonry brick, horizontal wood siding, board and batten vertical wood siding, machine sawn wood shingles, composite siding or approved equal, stucco, and steel as an accent.

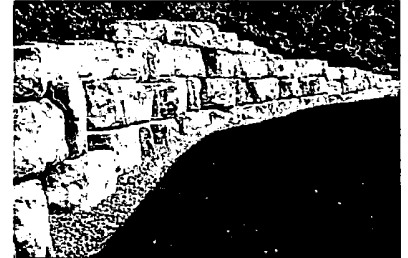
If stucco is used as the primary material on exterior walls, a minimum of three different materials shall be also be used.

Colors: Primarily natural earth tones such as grays, tans, and browns; soft blues, whites, reds, and greens, with accent colors to be approved.

Single Materials: No more than 40% of the homes within the Medium villages shall have a single exterior material. The allowable materials for single-materials homes are brick, natural stone, horizontal wood siding, or board and batten vertical wood siding. The remaining 60% of homes within the Medium villages shall have at least three allowable exterior materials.



Foundation Walls: Exposed exterior walls that form the basement or ground plane element of the home. Where topography dictates, foundation walls shall step up or down with grade changes to minimize the exposed foundation wall surfaces. The maximum exposed wall height for foundation walls shall be 5 feet, which must be finished with foundation plaster, stone veneer, or as board-formed concrete.



Retaining Walls: Exposed site walls that retain uphill or downhill cut and fill slopes. Retaining wall heights should be kept to a maximum height of 6 feet to maintain human scale massing, and where grade change is greater than 6 feet, retaining walls shall be tiered with a minimum of 6 feet of horizontal landscaped space between wall tiers. Allowable materials for retaining walls shall include board-formed concrete, natural boulders, and interlocking segmental blocks.

WINDOWS AND DOORS

Windows and doors are important elements that enhance and reinforce the architectural style and character of residential homes. The placement of windows and doors is critical and should be done carefully in order to maintain visual appeal, rhythm, and proportion of homes within the Medium villages.

Windows: Windows should be predominantly rectangular in shape and vertical in orientation, and typically as a single, paired, or in groups of three. All windows should be constructed with the following materials: renewable wood, renewable wood clad with colorfast vinyl or aluminum, metal clad coated with an approved finish, vinyl. All Colonial, Cottage, Craftsman, & Country style homes shall have a 4" casing on exterior windows.

Doors: Doors should complement the architectural style of the home and should be of materials and finishes that are consistent with other exterior materials used on the home.

FRONT PORCHES

Each home within the Medium villages shall have a covered front porch in order to maintain human scale massing, create a sense of arrival, and to emphasize the relationship of the home to the street. Integration of the front porch should include the following:

- Porch roof forms that are consistent with the architectural style and roof form of the home.
- Porches should be a minimum of 8 inches above finished grade, with steps as an integral part of the porch design.
- Porches should wrap around the corner of the home or fill a void created by an "L" shaped floor plan.
- Porches shall have a minimum depth of 5 feet and a minimum area of 30 square feet.

ARCHITECTURAL STYLE

Each home within the Medium villages shall be consistent with the styles identified in the architectural theming and shall incorporate a minimum of 50% of the design characteristics of the particular style chosen.



ACCESSORY STRUCTURES

Accessory structures or buildings are permitted on lots within the Medium villages per existing City ordinances regarding accessory structures, and generally include garages and sheds, but not living quarters. Accessory structures or buildings shall not cover more than 10% of the rear yard or side yard in which it is constructed.

SWIMMING POOLS

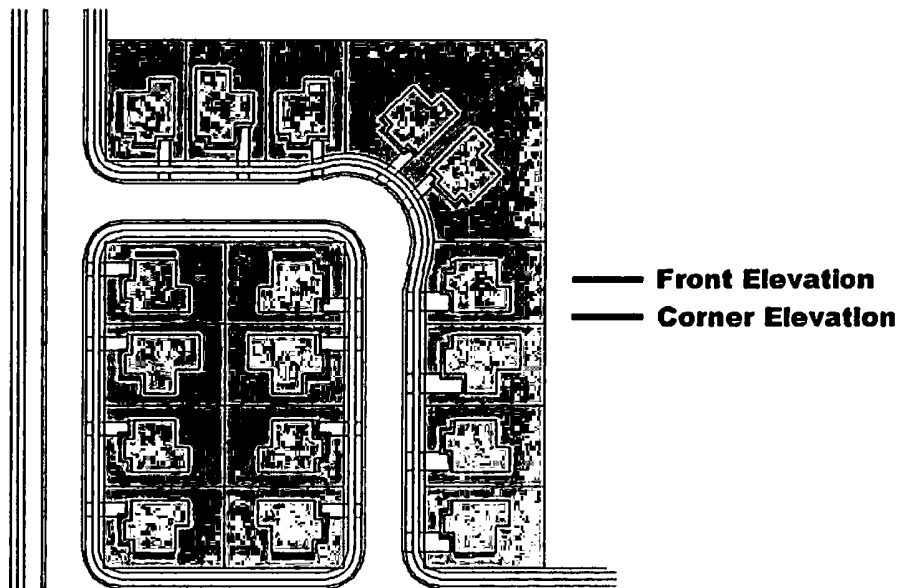
Swimming pools are permitted on lots within the Medium villages per existing City ordinances regulating swimming pools. Permanent or semi-permanent above grade swimming pools are not allowed.

ARCHITECTURAL REVIEW

All designs for homes within the Low villages (floor plans, site plans, landscape plans, elevations, colors, and materials) shall be reviewed by the Architectural Review Committee (ARC) prior to submittal to the City for building permits.

FACADE ZONES

Front and corner lot elevations that are visible from public areas are important to community character. It is imperative for these facades to be articulated to improve the street scene and aesthetics of the neighborhood. Facade zones will be identified as applicable front elevations and corner lots. (See exhibit below)



Facade Zone Exhibit

HOMES WITHIN 'HIGH' (H) DESIGNATION

MASSING AND COMPOSITION

It will be important for the massing of homes to be scaled in such a way that it relates to the residents living within the High villages and is in harmony with the surrounding area. A variety of building forms, wall planes, and roof lines will ensure that building massing does not become overpowering.

House Type: Detached Single Family, Twin Homes, Cluster Homes

Orientation: Front Load, Side Load, or Rear Load Garage, Cluster Driveways

Roofs: Roof elements contribute directly to how the overall building massing relates to human scale and the topography of the surrounding areas. Roof forms can also help bring communities together visually through recurring design principles such as:

- Roof line vertical shifts to provide different ridge heights and alignments.
- Roof forms varied so that no single shape dominates the total roof area.
- Roof pitches for sloped roofs between 3:12 and 12:12.
- Roof types: gable, hip, and partial hip.



Repetition: Homes with similar floor plans and elevations should provide different architectural styles, features, colors, and materials. To ensure diversity within the High villages, home elevations with identical elevations and/or floor plans are not allowed next to one another or across the street from one another for a distance equal to no less than three residential lots.

Height: Homes within the High villages shall have a maximum height of two floor levels above finished grade or 45 feet as measured from the top-of-curb elevation, whichever is less.

WALLS

Exterior building walls, foundation walls, and site retaining walls are elements that provide opportunities to visually unify a residential community. The use of different materials and a variety of forms and heights contribute to human scale massing.

Building Walls: Exterior walls above the foundation that create the form and mass of the home shall include the following design principles:

- A maximum single wall plane on the front or rear elevation of 20 feet, at which point the wall plane shall shift forward or backward a minimum distance of 3 feet.
- A maximum single wall plane on any side elevation of 35 feet, at which point the wall plane shall shift forward or backward a minimum distance of 2 feet.
- Allowed materials: Natural stone, masonry brick, horizontal wood siding, board and batten vertical wood siding, machine sawn wood shingles, composite siding or approved equal, stucco, and steel as an accent.
- If stucco is used as the primary material on exterior walls, a minimum of three different materials shall be also be used.

Colors: Primarily natural earth tones such as grays, tans, and browns; soft blues, whites, reds, and greens, with accent colors to be approved.

Single Materials: No more than 40% of the homes within the High villages shall have a single exterior material. The allowable materials for single-materials homes are brick, natural stone, horizontal wood siding, or board and batten vertical wood siding. The remaining 60% of homes within the High villages shall have at least three allowable exterior materials.

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- Porches should be a minimum of 8 inches above finished grade, with steps as an integral part of the porch design.
- Porches should wrap around the corner of the home or fill a void created by an "L" shaped floor plan.
- Porches shall have a minimum depth of 5 feet and a minimum area of 40 square feet.

ARCHITECTURAL STYLE

Each home within the High villages shall be consistent with the styles identified in the architectural theming and shall incorporate a minimum of 50% of the design characteristics of the particular style chosen.

ACCESSORY STRUCTURES

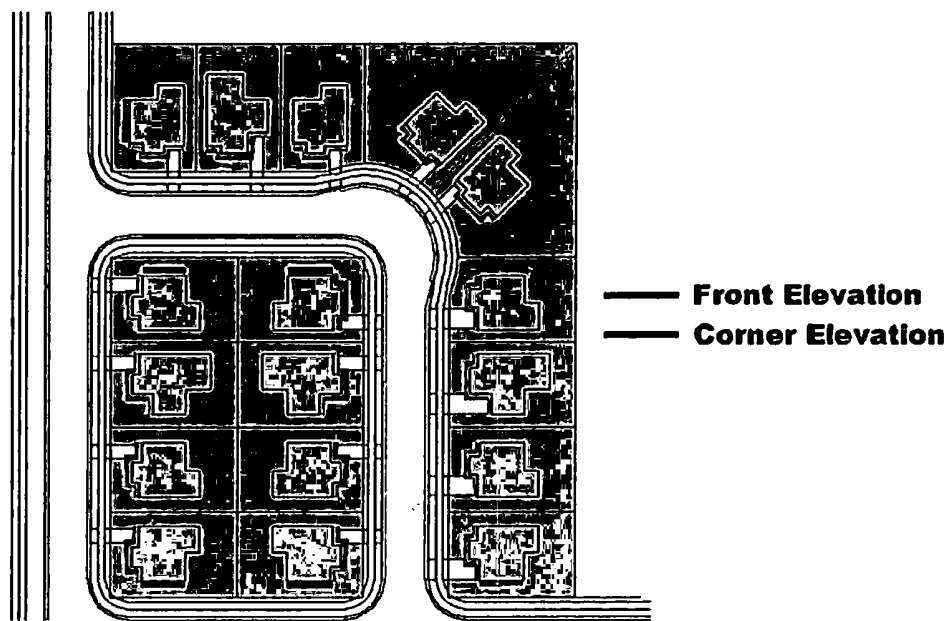
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ARCHITECTURAL REVIEW

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Front and corner lot elevations that are visible from public areas are important to community character. It is imperative for these facades to be articulated to improve the street scene and aesthetics of the neighborhood. Facade zones will be identified as applicable front elevations and corner lots. (See exhibit below)



Facade Zone Exhibit

COMMERCIAL DESIGN STANDARDS

Theme and Unity

The planning and design character within Jones Ranch is for a mixed-use district including a harmonious mix of commercial retail/restaurant, office that ties to the surrounding residential uses. The area shall be organized around compatible architectural building statements in terms of character, materials, texture and color of buildings.



Commercial Retail Buildings

The Commercial Retail building type is allowed in the Jones Ranch Commercial designation and is designed for small and moderate scale commercial, office, retail, and restaurants. The building type provides convenient automobile access from the roads. Commercial retail buildings may be freestanding structures intended for use by a single tenant or may be multi-tenant buildings. Commercial retail buildings are typically in a multiple-building development, or on outparcels adjacent to large format retail buildings. The layout, orientation, setbacks, and materials intended for use for commercial retail buildings are regulated above in the Commercial - Bulk & Intensity Requirements.

Orientation

New commercial retail buildings will be oriented to enhance pedestrian access and customer experience and connected pedestrian pathways within the development.

Materials

Primary materials shall consist of glass, integral color CMU, metal panel, tile, metal, cementitious fiber board, or materials of similar quality and durability. EIFS may be used up to 75 percent of non-glass areas.

Primary Facades

Primary facades on structures using the commercial retail building form shall incorporate a building canopy, awning, or similar weather protection along the building's principal public entrance.

Side and Rear Loading and Service Areas

Loading, service, and equipment areas shall be located in a manner that minimizes their visual impact from drive approaches and streets. Loading, service, and equipment areas shall be screened through the use of architectural elements, landscaping, and materials that reduce their visibility.

Drive Through Facilities

Drive through facilities may include a canopy or roof. Any canopy or roof shall be architecturally integrated with the building, and mirror the roof form of the primary structure.

Sign Standards

Signage shall comply with the requirements of the West Jordan City Municipal Code, except as provided for in this section and in the exhibits. Internally illuminated cabinet wall signs are conditionally permitted, except shall be permitted to display a logo or individual alphanumeric characters.

Street Furnishings, Lighting and Fixtures. Jones Ranch Commercial designation will include high-quality street furnishings, lighting, and fixtures.

District Parking and Access Standards. Parking and access requirements established in West Jordan City code, unless indicated otherwise as follows. Pedestrian access within the development shall be provided by pedestrian pathways connecting parking lots, public rights of way, principal public entrances of each building, and adjacent public trails and transit.

Architectural Theming

Colonial

Key Characteristics:

- Typically two story.
- Symmetrical front elevation with centered front door.
- Divided light windows centered on both sides of the front door.
- Medium pitched roof running parallel to the street with gables on each end.
- Classically inspired entry portico, decorative pediment, crown molding, or other ornamentation above the door.
- Horizontal siding, straight lines throughout the building.



Contemporary/Modern

Key Characteristics:

- Typically two story.
- Highlighted front door with vertical elements, or roof overhangs.
- Typically includes large windows.
- Low pitched hip, flat, or shed roof.
- Strong sense of entry from the street.
- Horizontal or vertical siding, stucco, brick or cut stone with clean forms.



Cottage

Key Characteristics:

- Asymmetrical front elevation.
- Gabled, enclosed entry, Doors and/or entry may be half-rounded or arched.
- Windows are often tall and narrow with small panes.
- Roof is typically steeply pitched, cross-gabled.
- Exterior materials typically include brick, stone, or stucco siding with accents of fiber cement board.



Craftsman

Key Characteristics:

- Decorative beams or braces under gables.
- Windows with divided panes in upper sash and a single pane in lower sash.
- Roof is low pitched, hipped or gabled with wide eave overhangs and exposed rafters.
- Exterior materials typically include horizontal siding, stone, shingles and stucco.
- Medium to large front porches with heavy square or tapered columns that may be full length or resting on a base that is dressed with stone or stucco.



Farmhouse/Country

Key Characteristics

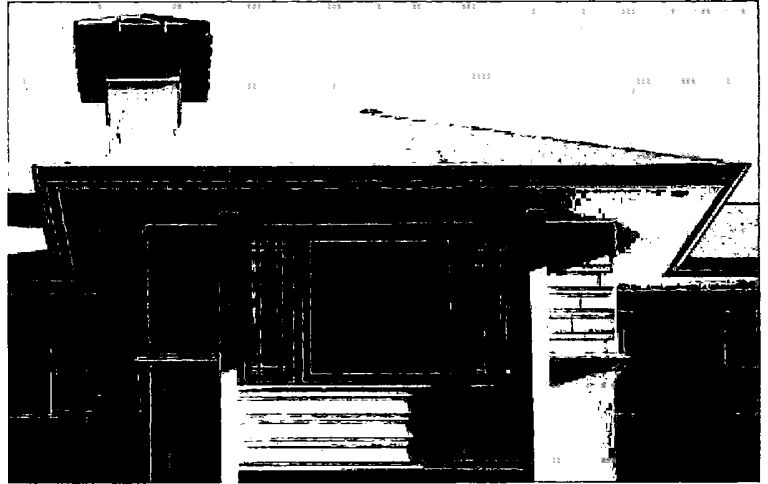
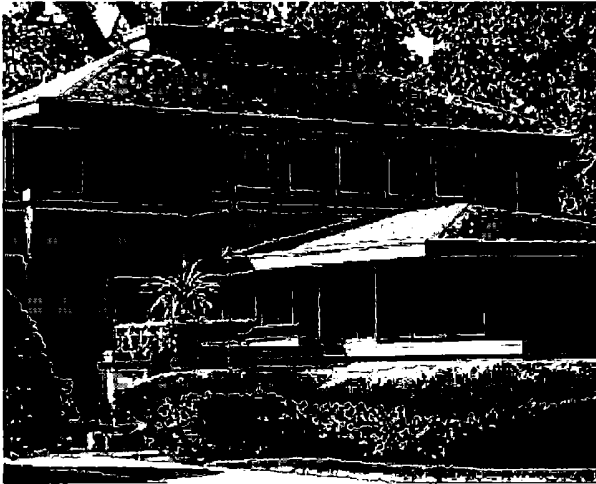
- Large front porches or wrap-around porch with a decorative porch railing.
- Gable roof with medium to steep roof pitch. Can also be cross-gabled with second floor
- dormer windows. Main gable runs parallel to the street.
- Symmetrical windows, often with shutters.
- Exterior materials typically include horizontal siding, stone, and metal.



Prairie

Key Characteristics:

- Two story homes. Have one-story windows or porches.
- Symmetrical or Asymmetrical front elevation with strong layered, horizontal appearance.
- Exposed rafters and beams.
- Broad eaves and substantial covered porches.
- Ornamental window clusters and clerestory windows are common.
- Stucco, brick, stone and horizontal siding exteriors.
- Lines and elements with strong horizontal emphasis.
- Low-pitched roof, usually hipped.



EXISTING CONDITIONS

ALTA/NSPS LAND TITLE SURVEY

SECTION 4
TITLE COMPLETION FILE NO. 11760-1029

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1029.

SECTION 5
TITLE COMPLETION FILE NO. 11760-1030

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1030.

SECTION 6
TITLE COMPLETION FILE NO. 11760-1031

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1031.

SECTION 7
TITLE COMPLETION FILE NO. 11760-1032

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1032.

SECTION 8
TITLE COMPLETION FILE NO. 11760-1033

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1033.

SECTION 9
TITLE COMPLETION FILE NO. 11760-1034

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1034.

SECTION 10
TITLE COMPLETION FILE NO. 11760-1035

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1035.

SECTION 11
TITLE COMPLETION FILE NO. 11760-1036

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1036.

SECTION 12
TITLE COMPLETION FILE NO. 11760-1037

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1037.

SECTION 13
TITLE COMPLETION FILE NO. 11760-1038

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1038.

SECTION 14
TITLE COMPLETION FILE NO. 11760-1039

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1039.

SECTION 15
TITLE COMPLETION FILE NO. 11760-1040

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1040.

SECTION 16
TITLE COMPLETION FILE NO. 11760-1041

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1041.

SECTION 17
TITLE COMPLETION FILE NO. 11760-1042

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1042.

SECTION 18
TITLE COMPLETION FILE NO. 11760-1043

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1043.

SECTION 19
TITLE COMPLETION FILE NO. 11760-1044

1. The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119. This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1044.

NOTES

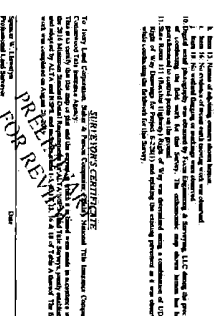
- The owner of the above described land is Ivory Land Corporation, 11760 South 2500 West, Salt Lake City, Utah 84119.
- This land is subject to a leasehold interest in favor of the State of Utah, as described in a leasehold instrument recorded in the Utah State Office Records with recording number 11760-1029.
- The above described land is shown on the attached map with a bearing of $S 15^{\circ} 30' 00''$ East and a distance of 117.60 feet.
- The above described land is shown on the attached map with a bearing of $S 15^{\circ} 30' 00''$ East and a distance of 117.60 feet.
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SECTION BREAKDOWN

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3. The above described land is shown on the attached map with a bearing of $S 15^{\circ} 30' 00''$ East and a distance of 117.60 feet.



PREPARED FOR: IVORY LAND CORPORATION

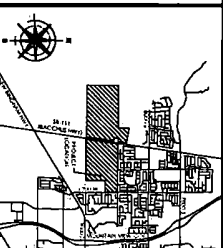
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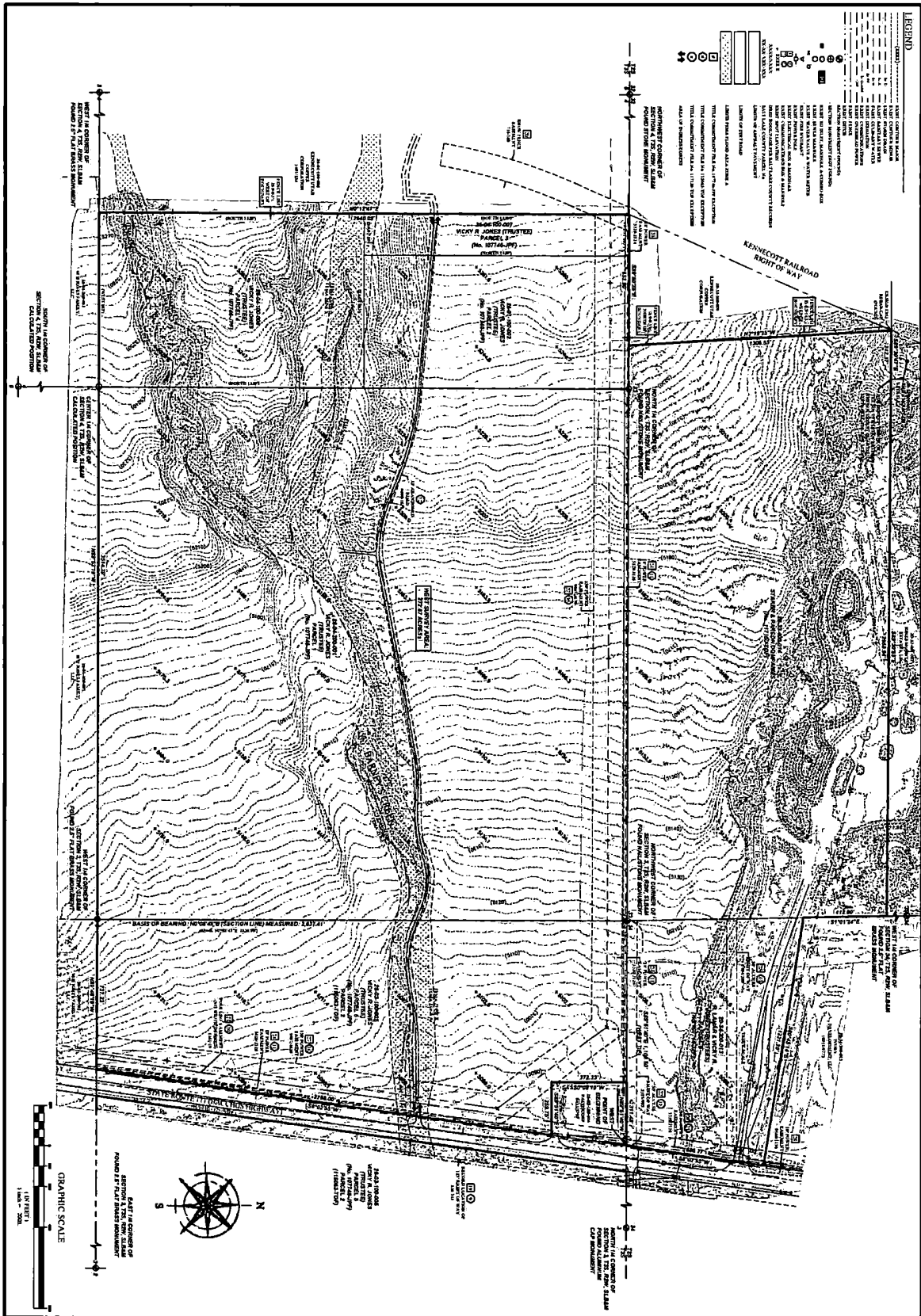


FOCUS
ENGINEERING AND SURVEYING, LLC
456 SOUTH HIGH STREET, SUITE 200
MIDVALE, UT 84047 PH: (801) 355-0975
www.focusutah.com

ALTA/NSPS LAND TITLE SURVEY
LOCATION: NE1/4 & NW1/4 OF SECTION 4, T3S, R2W, SLB&M
WEST JORDAN CITY, SALT LAKE COUNTY, UTAH
PROPERTY OF: AS SHOWN HEREON
PREPARED FOR: IVORY LAND CORPORATION

| NO. | DATE | REVISION |
|-----|------------|----------------|
| 1 | 05/11/2009 | INITIAL DESIGN |
| 2 | 05/12/2009 | FINAL DESIGN |
| 3 | 05/13/2009 | AS SHOWN |

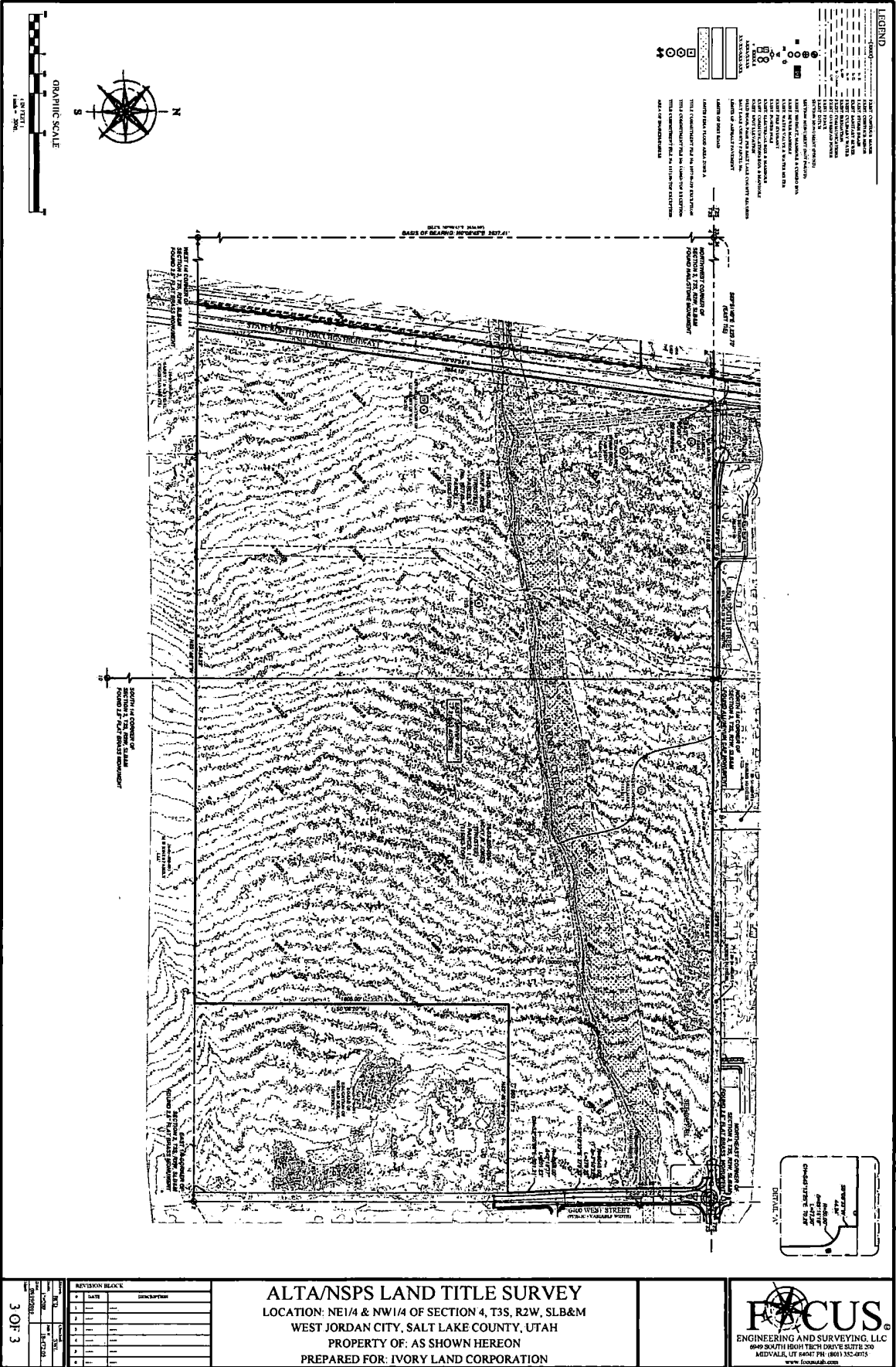
1 OF 3



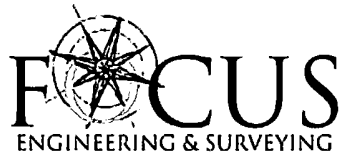
| REVISION BLOCK | DATE | DESCRIPTION |
|----------------|----------|----------------|
| 1 | 01/15/11 | INITIAL SURVEY |
| 2 | 02/15/11 | REVISIONS |
| 3 | 03/15/11 | REVISIONS |
| 4 | 04/15/11 | REVISIONS |
| 5 | 05/15/11 | REVISIONS |
| 6 | 06/15/11 | REVISIONS |
| 7 | 07/15/11 | REVISIONS |
| 8 | 08/15/11 | REVISIONS |
| 9 | 09/15/11 | REVISIONS |
| 10 | 10/15/11 | REVISIONS |
| 11 | 11/15/11 | REVISIONS |
| 12 | 12/15/11 | REVISIONS |

ALTA/NPS LAND TITLE SURVEY
 LOCATION: NE1/4 & NW1/4 OF SECTION 4, T3S, R2W, SLB&M
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 PROPERTY OF: AS SHOWN HEREON
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 www.focusnh.com



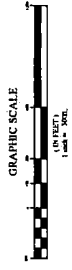
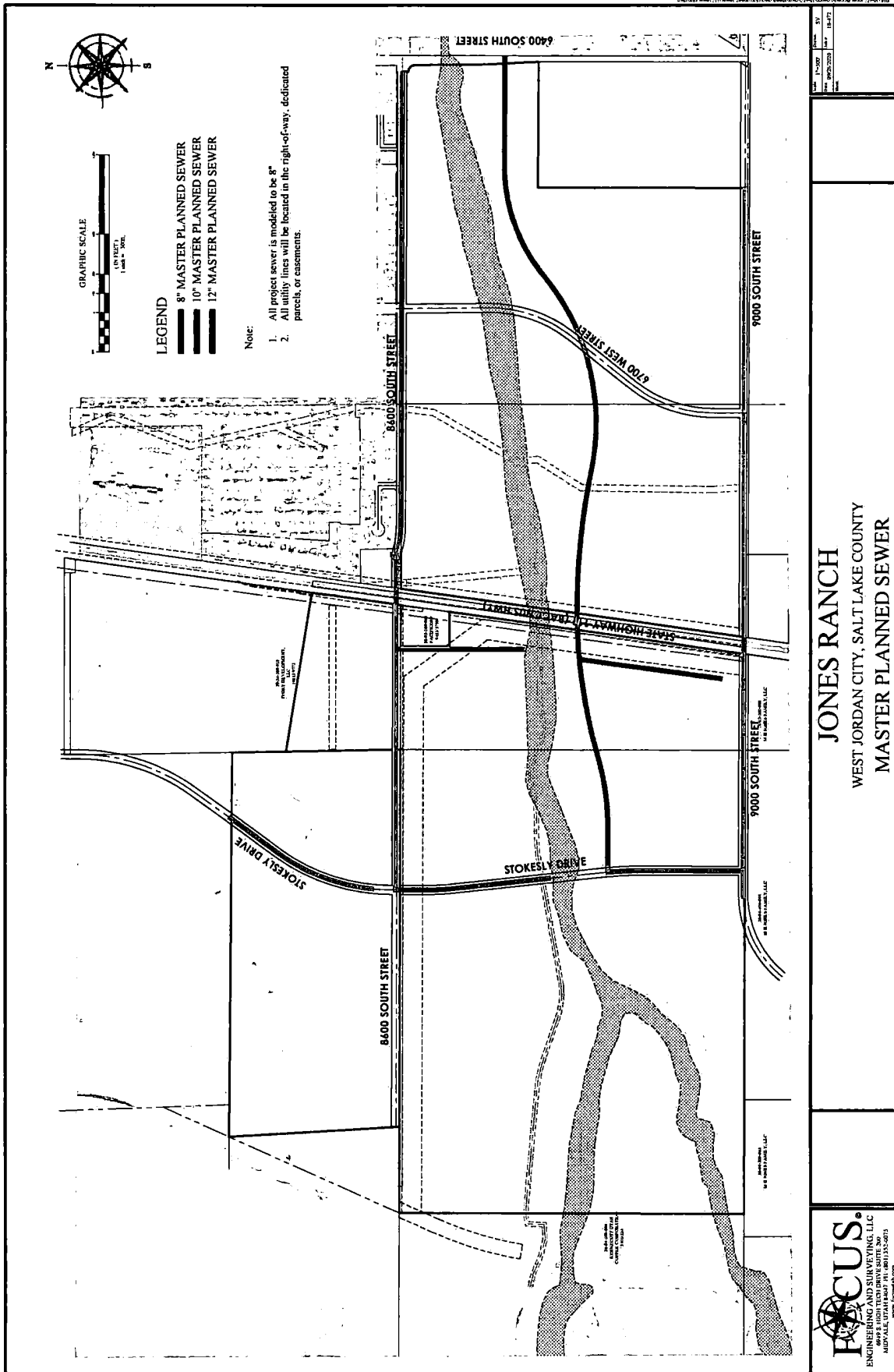
INFRASTRUCTURE & UTILITIES



6949 S. High Tech Drive Suite 200
Midvale, UT 84047
P (801) 352-0075 F (801) 352-7989

West Jordan City System Improvements

All system improvements for the subject property including the city's master plan and capital facility plan improvements within the subject property will be shown at preliminary plat approval.

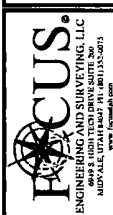


- LEGEND**
- 8" MASTER PLANNED SEWER
 - 10" MASTER PLANNED SEWER
 - 12" MASTER PLANNED SEWER

Note:

1. All project sewer is modeled to be 8"
2. All utility lines will be located in the right-of-way, dedicated parcels, or easements.

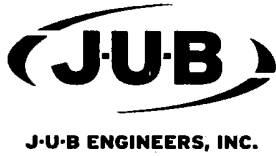
JONES RANCH
 WEST JORDAN CITY, SALT LAKE COUNTY
 MASTER PLANNED SEWER



Equivalent Residential Unit (ERU) Clarification & Comparison

- Equivalent Residential Unit (ERU) means a dwelling, unit, or development that is equal to a single-family residence in terms of the nature of its use or impact on infrastructure capacity and system improvements which are to be provided in the assessment area.
- Within the MDP sections “Land Use”, “Open Space and Recreation” and “Architectural Design Guidelines” the term ERU represents actual dwelling units. The current city master plan for the subject property allows for a maximum of 1,981 residential dwelling units (ERU). Our proposal is to increase the total allowable residential dwelling units (ERU) to 2,960 units. An increase of 979 residential dwelling units for the subject property.
- Within the MDP section “Infrastructure & Utilities” the term ERU can represent an actual residential dwelling unit or an equivalent residential unit. An equivalent dwelling unit allows an engineer to equate the water and sewer usage of open space or commercial property to a residential dwelling unit. The calculation for an ERU of open space, commercial or different residential types may vary between water, sewer and transportation.
- Due to the difference in how water, sewer and transportation ERU calculations are determined there is a difference in the currently proposed ERUs as shown in the current city master plans for water, sewer and transportation. For the subject property the current water master plan shows 1,981 ERUs, the current sewer mater plan shows 2,336 ERUs, and the current transportation master plan shows 2,071 ERUs. The reports for water, sewer, and transportation studies in this MDP were completed by the same engineers that completed the city master plans to show how the additional 979 residential dwelling units would impact the master planned water and sewer systems (Horrocks, JUB, and Hansen, Allen, & Luce). The three studies show a total of 2,960 ERUs to illustrate that they took the existing ERU’s as determined in the city master plans and added an additional 979 residential dwelling units to their calculations.

| | ERUs | Unit Count |
|----------------------------------|--------------------------|-------------------|
| <i>West Jordan General Plan</i> | ±3.38 Units / Acre | 1981 |
| <i>Jones Ranch Proposed Plan</i> | 5 Units / Acre | 2960 |
| Net Increase | 1.65 Units / Acre | 979 |



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

MEMORANDUM

DATE: February 26, 2020
TO: Bryon Prince, Thomas Romney, P.E.
CC: West Jordan City Public Works Dept.
FROM: Delmas W. Johnson, P.E.
SUBJECT: Revision to Proposed Jones Ranch Residential Development Sanitary Sewer Impact to City of West Jordan

Introduction and Background

West Jordan City selected J-U-B Engineers, Inc. (J-U-B) to complete an update of the most recent sanitary sewer collection master plan. J-U-B is currently near completion of this master plan update process, which includes updating the existing model and reviewing future loading placed on the sanitary sewer system. This master planning process will assist the City as they grow in the coming years. It is anticipated that this planning process will be complete in early 2020.

During this process, Ivory Development presented a conceptual development plan for property in the southwest region of the city called Jones Ranch. A general location map from Ivory Development is provided as an attachment in Appendix A for reference. The Jones Ranch development plan proposes zoning changes and densities that are different from what the City land use map has planned for this location. Therefore, upon recommendation from the City, Ivory Development contracted with J-U-B to perform a preliminary analysis of the impact that Jones Ranch may have on the City of West Jordan's sanitary sewer system prior to completion of the full master plan update.

Hydraulic Model Process

Existing Model Development

The sanitary sewer model was originally created by City staff using InfoSWMM. Therefore, the updated model was also created in InfoSWMM to utilize existing data from the original model.

J-U-B added the new units that have been connected to the collection system since the last model was created by the City. The loading that was placed on the existing sanitary sewer system is the same as the design requirements given in Utah Administrative Code (UAC) R317 for sewer interceptors. The loading is 100 gallons per capita per day (gpcd) with a peaking factor of 2.5. The number of people in each of the existing equivalent residential units (ERUs) is 3.78. Existing non-residential flows were added to the model based on winter water meter records.



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West Jordan City has selected a maximum depth of flow over diameter of pipe (d/D) of 0.75 for the collection system level of service. Existing lines with a d/D of 0.75 or greater are considered to be existing deficiencies based on the loading and the selected level of service. This provides for a baseline comparison as future loading including the Jones Ranch loading are added to the system.

Buildout Model Development

J-U-B utilized UAC R317 again in the creation of the buildout scenario to provide consistency from the existing loading to the future, or buildout, loading. As stated previously, this loading equates to 100 gpcd with a peaking factor of 2.5 for all new sewer collection pipes. A revised number of 3.41 people per unit was used for each future ERU based on current planning numbers from the Kem C. Gardner Institute of the University of Utah. Creation of the buildout model scenario is based on approved land use densities in the current City land use map.

Buildout Model with Jones Ranch

Jones Ranch has proposed densities that differ from those planned for in the current City land use plan within the Jones Ranch development boundaries. Table 1 below shows the difference between the ERU density within the Jones Ranch development area based on the City planned land use and the number of units proposed by Ivory Development for Jones Ranch. While the ERU density proposed by Ivory Development for the Jones Ranch East area slightly decreases from the City planned land use ERUs, the ERU density proposed by Ivory Development for the Jones Ranch North and South areas show a significant increase. Overall, the proposed Jones Ranch development adds an additional 625 ERUs. The Jones Ranch areas are shown in the "Buildout d/D with Jones Ranch" map in Appendix A.

Table 1 - ERU Comparison Between City Land Use vs. Jones Ranch

| Jones Ranch Area | Acres | City Land Use ERUs | Jones Ranch Proposed ERUs | Increase in ERU Density from Jones Ranch |
|-------------------|-------|--------------------|---------------------------|--|
| Jones Ranch North | 107 | 218 | 430 | 97.7% |
| Jones Ranch South | 266 | 961 | 1,435 | 49.3% |
| Jones Ranch East | 219 | 1,157 | 1,095 | -5.3% |

The City land use ERUs were calculated based on the City land use map and the future ERUs per acre from the City's Sanitary Sewer Master Plan. The proposed ERUs for the different areas within the Jones Ranch development were provided by Ivory Development.

The projected wastewater flows from Jones Ranch are routed to New Bingham Highway and eventually end up in the 7800 South trunk line.



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Hydraulic Model Results

The map titled “Buildout d/D based on City Land Use” in Appendix A shows the d/D values for the collection system pipes based on the planned land use densities. The trunk lines that are downstream of the proposed Jones Ranch area are in New Bingham Highway and 7800 South. These pipes generally have adequate capacity with only a few segments that are approaching the established level of service. Many of the collection pipes in the industrial park and in 9000 South show as red, but those pipes do not include flows from Jones Ranch in this model scenario. The map titled “Buildout d/D with Jones Ranch” in Appendix A also illustrates d/D values for the system pipes, but for the scenario with the planned Jones Ranch development.

Table 2 compares the percentage of pipe capacity used between the City buildout scenario and the buildout with Jones Ranch scenario for pipe segments downstream of the Jones Ranch development in New Bingham Highway and 7800 South. Pipelines were considered to be at capacity when the d/D value within the pipe reached 0.75. The percent of pipe capacity used within the Jones Ranch development area was not compared between the two scenarios as flow distribution and loading of the collection system for City land use and for Jones Ranch were not defined. Therefore, comparison in this area was not feasible. Within Table 2, the pipe length represents the total length of pipe of the corresponding pipe diameter. For example, there are approximately 9,120 total feet of 21-inch diameter pipe in New Bingham Highway. The model pipe ID represents a sample pipe segment of the corresponding pipe diameter whose percent capacity used has an influence on the other pipe segments of the same diameter. The calculations of the percent capacity used are based on the d/D value of the listed pipe segment.

Table 2 - Pipe Capacity Comparison

| Model Pipe ID | Description | Pipe Diameter (in) | Length (ft) | % Pipe Capacity used by City Buildout | % Pipe Capacity used by City Buildout with Jones Ranch | % Increase by Jones Ranch |
|---------------|---|--------------------|-------------|---------------------------------------|--|---------------------------|
| 1631 | New Bingham Highway | 21 | 9,120 | 92% | 94% | 2% |
| 1510 | New Bingham Highway | 24 | 1,860 | 77% | 79% | 2% |
| 1051 | 7800 South - New Bingham Highway to 1300 West | 36 | 16,830 | 74% | 74% | 0% |
| CDT-1148 | 7800 South - east of 1300 West | 36 | 600 | 117% | 117% | 0% |



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Based on the data provided in Table 2, the Jones Ranch development area has an impact on the City's sanitary sewer collection system in New Bingham Highway. Sanitary sewer flows from the Jones Ranch development area increase the percent capacity used in New Bingham Highway by 2% for the pipe segments listed. The lack of increase in the percent capacity used within 7800 South is likely due to the large pipeline sizes.

The purpose of this study is to demonstrate the impact of the Jones Ranch development on the City of West Jordan's sanitary sewer collection system. Impacts to the City's sanitary sewer collection system within the Jones Ranch development itself were not quantified as flow distribution and loading of the collection system within this area were not defined. The flow distribution and loading of the collection system within the Jones Ranch development will need to be addressed and agreed upon between the City and Ivory Development. No efforts have been made to quantify the extents of needed improvements or their associated costs. It is the responsibility of Ivory Development to coordinate with the City of West Jordan to determine the proportion of pipe improvement costs for which it may be responsible.



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Appendix A

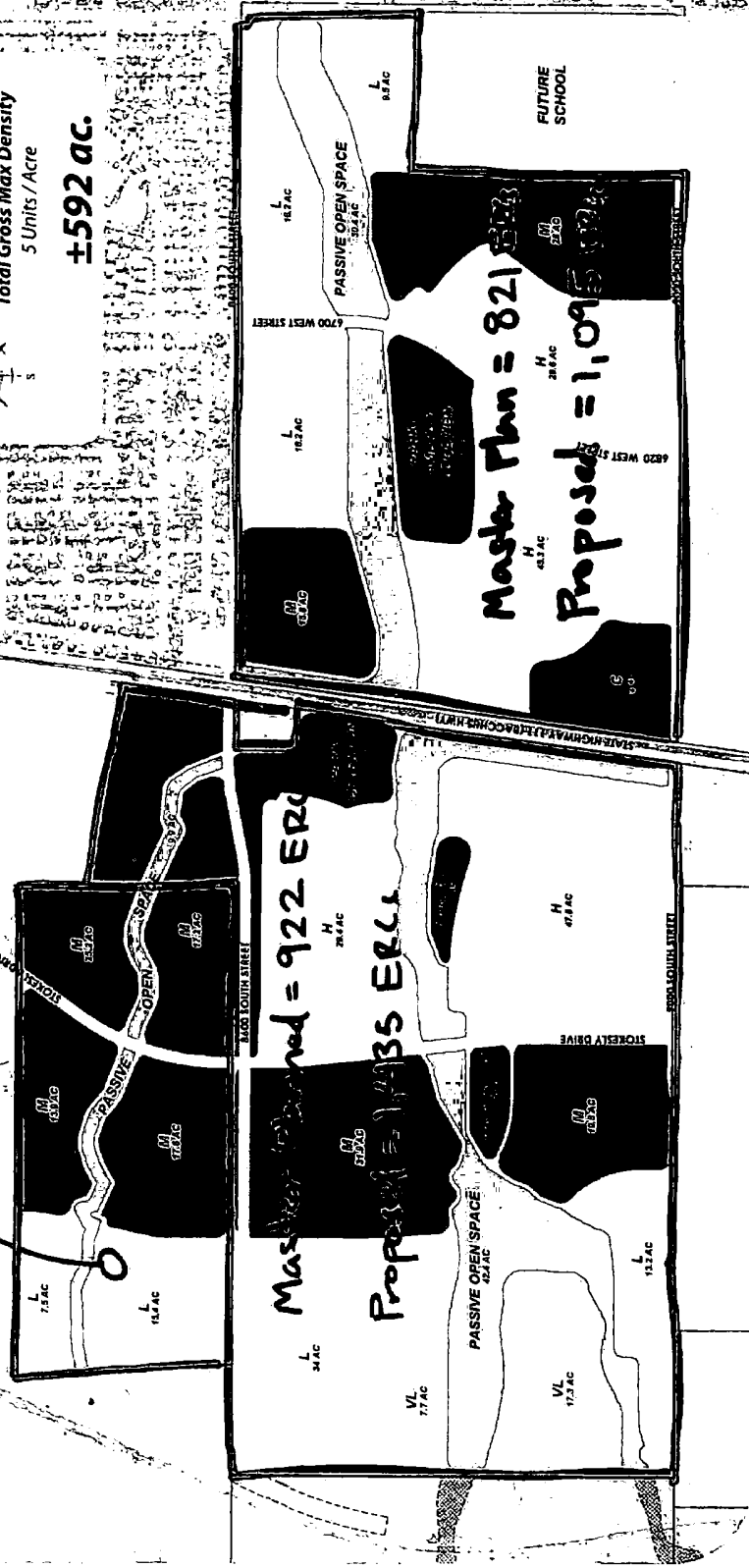
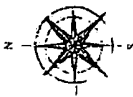
1. Concept Plan and General Location Map for Jones Ranch
2. Buildout d/D based on City Land Use
3. Buildout d/D with Jones Ranch

JONES RANCH LAND USE DIAGRAM

Master Planned = 238 ERUs
 Proposed = 430 ERUs

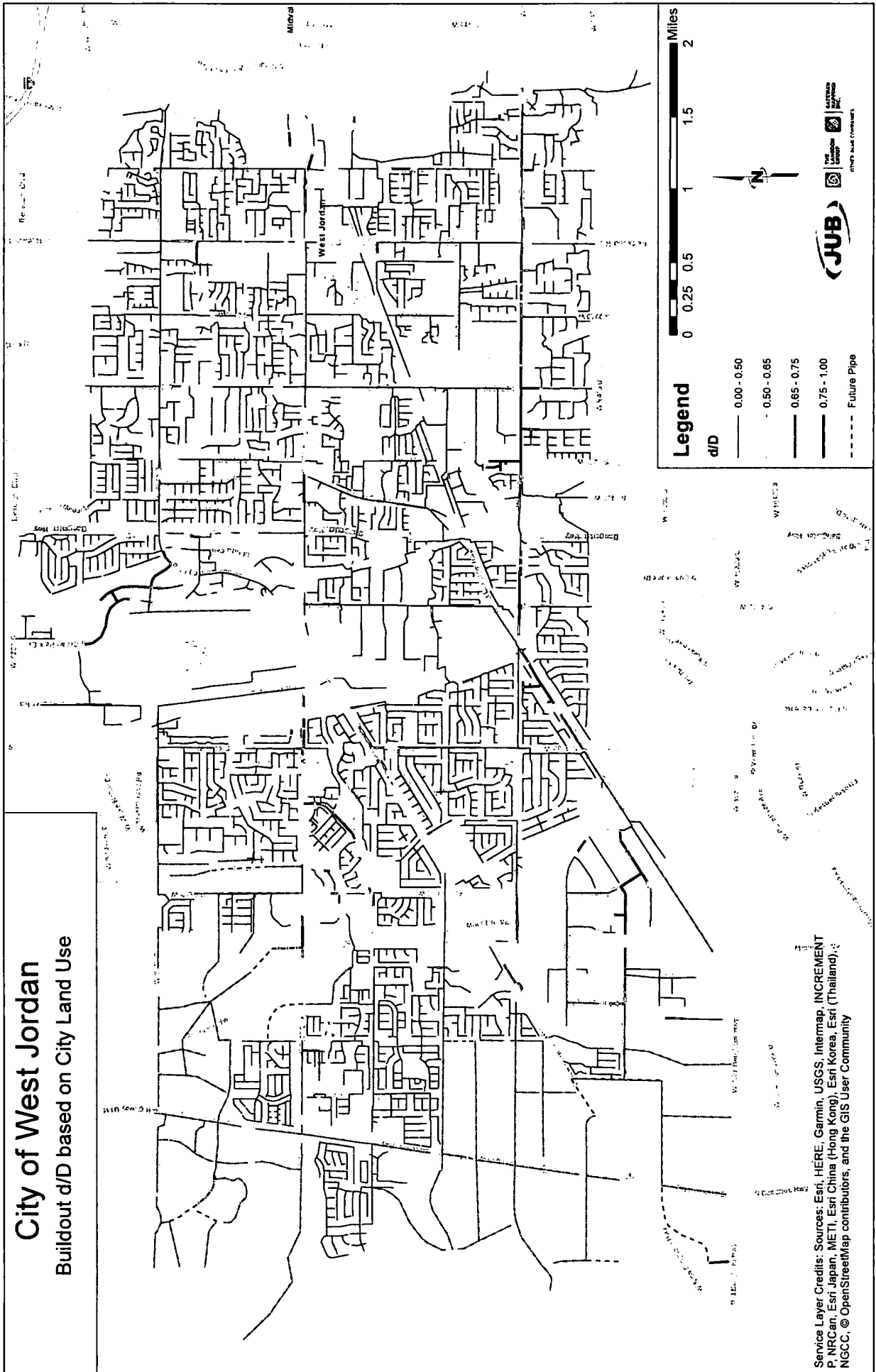
- (VL) - Very Low Density
- (L) - Low Density
- (M) - Medium Density
- (H) - High Density
- (C) - Commercial

Total Gross Max Density
 5 Units / Acre
±592 ac.



JONES RANCH west jordan, utah
 CONCEPT PLAN, FOR DISCUSSION PURPOSES ONLY.

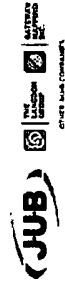
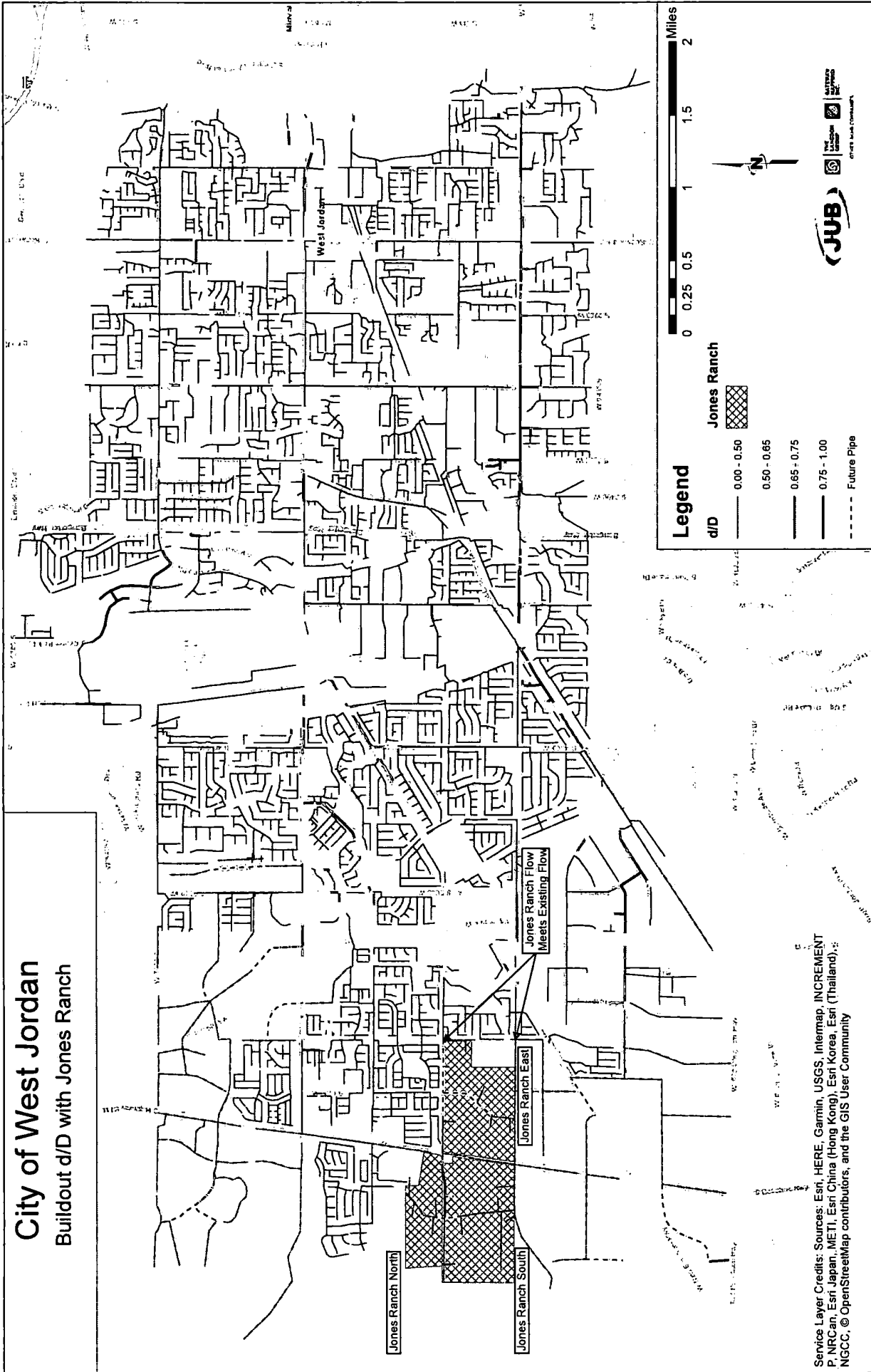
City of West Jordan
 Buildout d/D based on City Land Use



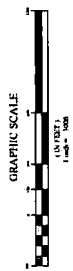
Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

City of West Jordan







Buildout d/D with Jones Ranch



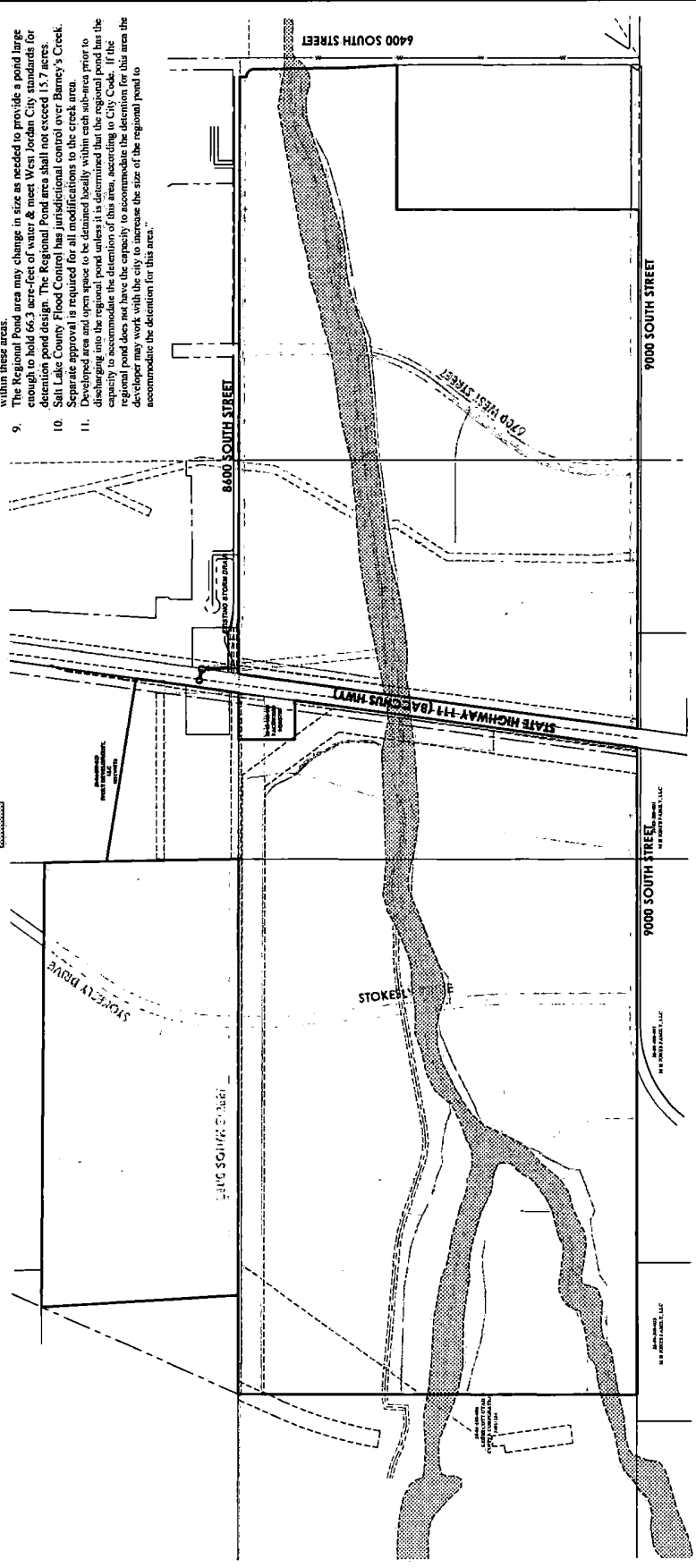
Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community



LEGEND

-  EXISTING WEST JORDAN STORM DRAIN
-  EXISTING BARNEY'S CREEK DRAINAGE CHANNEL
-  DEVELOPED AREA AND OPEN SPACE TO BE DETAILED PER NOTE #11
-  66.3 ACRE-FT MASTER PLANNED REGIONAL POND
-  DEVELOPED AREA TO BE DETAILED FOR STORM WATER DISCHARGE OUTSIDE OF BARNEY'S CREEK
-  FEMA FLOODPLAIN ZONE A

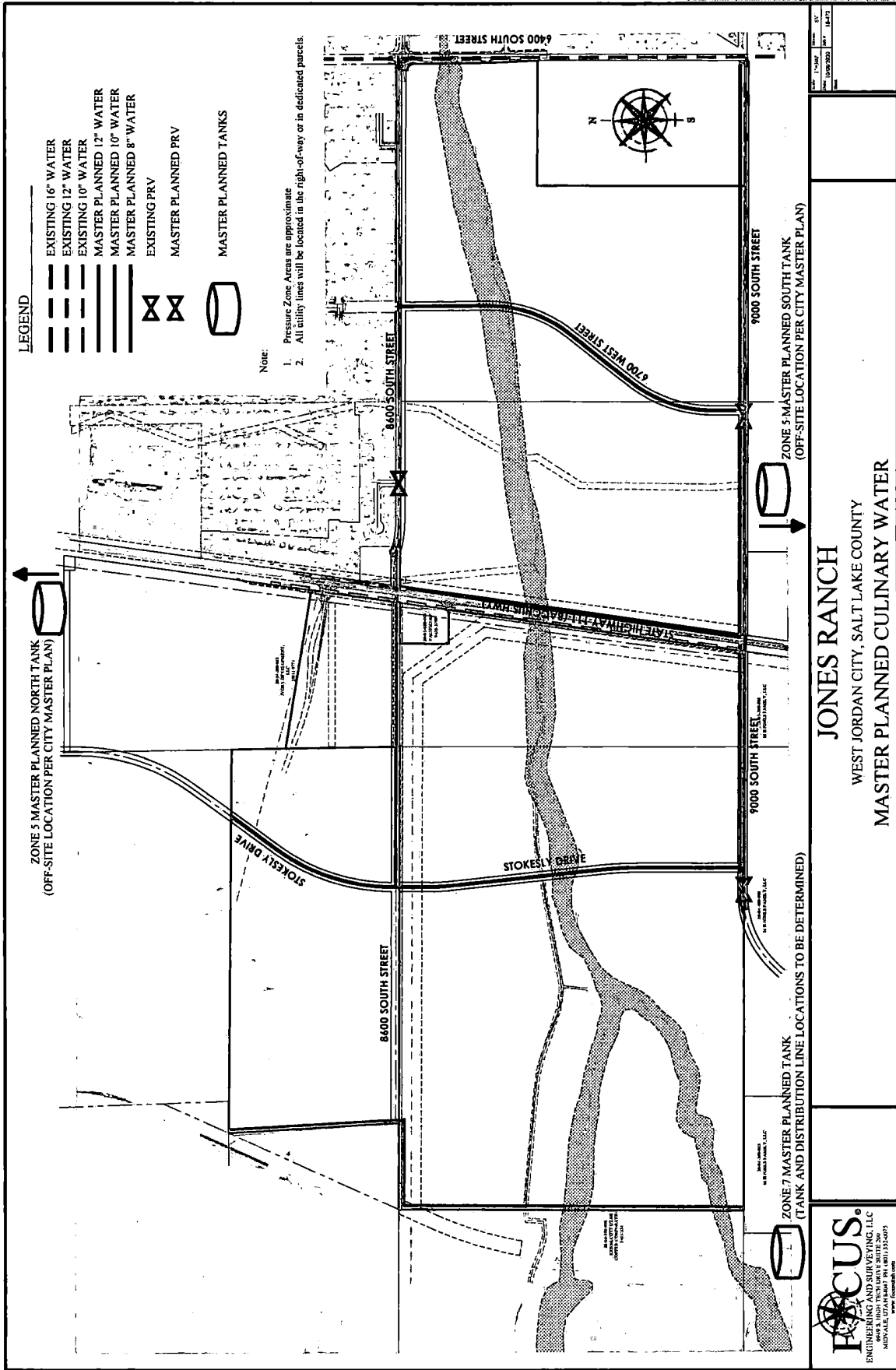
- Note:
1. All detention ponds (excluding the Regional Pond) shall be sized for the 100 year 24 hour event with a discharge of 0.2 cfs/acre.
 2. The Regional Pond will be designed with a release rate of 3 CFS.
 3. All storm drain piping will be sized with final design. Pipes will be sized to convey the 10 year 24 hour event, except pipes conveying a wash or creek, which shall be designed for a 100-year event.
 4. All detention ponds will be designed with final design.
 5. It is anticipated that all storm drain will discharge into Barney's Creek or an existing West Jordan storm drain system.
 6. All utility lines will be located in the right-of-way, dedicated parcels, or easements.
 7. All retaining walls that cross lot lines will be installed in conjunction with the subdivision improvements.
 8. Open Space alignment is subject to change. If storm water detention is placed within these areas.
 9. The Regional Pond area may change in size as needed to provide a pond large enough to hold 66.3 acre-feet of water & meet West Jordan City standards for detention pond design. The Regional Pond area shall not exceed 15.7 acres.
 10. Salt Lake County Flood Control has jurisdiction over Barney's Creek. Specific approval or reference to be obtained locally within each sub-area prior to discharging into the regional pond unless it is determined that the regional pond has the capacity to accommodate the detention of this area, according to City Code. If the regional pond does not have the capacity to accommodate the detention for this area the developer may work with the city to increase the size of the regional pond to accommodate the detention for this area.
 11. The Regional Pond area may change in size as needed to provide a pond large enough to hold 66.3 acre-feet of water & meet West Jordan City standards for detention pond design. The Regional Pond area shall not exceed 15.7 acres.



JONES RANCH
 WEST JORDAN CITY, SALT LAKE COUNTY
 MASTER PLANNED STORM DRAIN

FOCUS
 ENGINEERING AND SURVEYING, LLC
 2897 S. HIGHLAND DRIVE, SUITE 200
 ARDENVILLE, UTAH 84002
 (801) 555-4075
 WWW.FOCUS-UTAH.COM

| | |
|------------|-------------|
| DATE | DESCRIPTION |
| 11/12/2025 | REVISED |
| 11/12/2025 | REVISED |
| 11/12/2025 | REVISED |



- LEGEND**
- EXISTING 16" WATER
 - EXISTING 12" WATER
 - EXISTING 10" WATER
 - MASTER PLANNED 12" WATER
 - MASTER PLANNED 10" WATER
 - MASTER PLANNED 8" WATER
 - ⊗ EXISTING PRV
 - ⊗ MASTER PLANNED PRV
 - ☐ MASTER PLANNED TANKS

Note:
 1. Pressure Zone Areas are approximate
 2. All utility lines will be located in the right-of-way or in dedicated parcels.

ZONE 5 MASTER PLANNED NORTH TANK
 (OFF-SITE LOCATION PER CITY MASTER PLAN)

ZONE 5 MASTER PLANNED SOUTH TANK
 (OFF-SITE LOCATION PER CITY MASTER PLAN)

ZONE 7 MASTER PLANNED TANK
 (TANK AND DISTRIBUTION LINE LOCATIONS TO BE DETERMINED)

JONES RANCH
 WEST JORDAN CITY, SALT LAKE COUNTY
 MASTER PLANNED CULINARY WATER

FOCUS
 ENGINEERING AND SURVEYING, LLC
 1000 WEST 1000 SOUTH, SUITE 100
 WEST JORDAN, UT 84081
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Equivalent Residential Unit (ERU) Clarification & Comparison

- Equivalent Residential Unit (ERU) means a dwelling, unit, or development that is equal to a single-family residence in terms of the nature of its use or impact on infrastructure capacity and system improvements which are to be provided in the assessment area.
- Within the MDP sections “Land Use”, “Open Space and Recreation” and “Architectural Design Guidelines” the term ERU represents actual dwelling units. The current city master plan for the subject property allows for a maximum of 1,981 residential dwelling units (ERU). Our proposal is to increase the total allowable residential dwelling units (ERU) to 2,960 units. An increase of 979 residential dwelling units for the subject property.
- Within the MDP section “Infrastructure & Utilities” the term ERU can represent an actual residential dwelling unit or an equivalent residential unit. An equivalent dwelling unit allows an engineer to equate the water and sewer usage of open space or commercial property to a residential dwelling unit. The calculation for an ERU of open space, commercial or different residential types may vary between water, sewer and transportation.
- Due to the difference in how water, sewer and transportation ERU calculations are determined there is a difference in the currently proposed ERUs as shown in the current city master plans for water, sewer and transportation. For the subject property the current water master plan shows 1,981 ERUs, the current sewer mater plan shows 2,336 ERUs, and the current transportation master plan shows 2,071 ERUs. The reports for water, sewer, and transportation studies in this MDP were completed by the same engineers that completed the city master plans to show how the additional 979 residential dwelling units would impact the master planned water and sewer systems (Horrocks, JUB, and Hansen, Allen, & Luce). The three studies show a total of 2,960 ERUs to illustrate that they took the existing ERU’s as determined in the city master plans and added an additional 979 residential dwelling units to their calculations.

| | ERUs | Unit Count |
|----------------------------------|--------------------------|-------------------|
| <i>West Jordan General Plan</i> | ±3.38 Units / Acre | 1981 |
| <i>Jones Ranch Proposed Plan</i> | 5 Units / Acre | 2960 |
| Net Increase | 1.65 Units / Acre | 979 |



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Midvale, UT 84047
P (801) 352-0075 F (801) 352-7989

Culinary Water Summary

- The requirements for source, tanks and distribution lines for the Jones Ranch project are provided in the Hansen Allen and Luce Memorandum "Jones Ranch Development Drinking Water Hydraulic Modeling Review" dated March 6, 2020. The memorandum contemplates how culinary water can be provided for the additional 979 units above what was allocated to the property in the West Jordan City master plan.
- The city master plan already contemplates the need for new tanks in Zones 5, 6, and 7 that would provide storage for the master planned 1,981 ERUs at Jones Ranch. Additional storage will need to be added to the master planned tanks in zones 5 and 6 to accommodate the 979 additional ERUs.
- The additional 979 ERUs do not impact the need for additional upsizing or new distribution lines outside of what is already constructed or required per the current West Jordan City Water Master Plan.
- Per the Hansen Allen and Luce Memorandum "Jones Ranch Development City Water System Capacity for Lots" dated October 4th, 2019, Hansen Allen and Luce recommends that the city can currently provide water to 100 lots in Zone 5 or Zone 6 without additional storage, source or distribution lines being constructed. Up to 100 lots or units on a first come, first served basis will be allowed building permits and occupancy without additional storage, source or distribution lines being constructed. This does not include the culinary water system improvements that will be installed with the subdivisions for the 100 lots or units.

MEMORANDUM

DATE: October 4, 2019

TO: Bryon Prince
Ivory Development
bprince@ivoryhomes.com

FROM: Katie Gibson Jacobsen, P.E.
Hansen, Allen & Luce, Inc. (HAL)
859 West South Jordan Parkway, Suite 200
South Jordan, Utah 84095

SUBJECT: Jones Ranch Development
City Water System Capacity for Lots

PROJECT NO.: 089.28.100

This memorandum supplements the following two analyses:

- Jones Ranch Development Drinking Water Hydraulic Modeling Review, 9/16/2019
- Jones Mixed-Use Development, U-111/Old Bingham Highway, Drinking Water Hydraulic Modeling Review, 9/16/2019

West Jordan City (City) indicates that with approved development included, the City is deficient in water storage volume for the combined Zone 5 and Zone 6 pressure zones. It is our understanding that though the overall plan has been approved for several multi-phase developments, construction of individual phases within those developments will take place over several years; therefore, storage volume allotted to portions of those developments may be available.

Based on discussions with City staff and information available in planning commission meeting minutes, numbers of lots/units within multi-phase developments that have received or are nearing final construction approval are shown in Table 1 on the following page.

(continued)

TABLE 1: MULTI-PHASE SUBDIVISION LOTS APPROVED FOR CONSTRUCTION

| Development | Zone | Total Lots/ERCs | Lots/ERCs Approved ¹ | Notes |
|-----------------|------|-----------------|---------------------------------|---|
| Oquirrh West | 6 | 500 | 27 | 4/4/17 and 9/7/17 Planning Commission meeting minutes indicate over 500 units approved, a 10-year buildout is anticipated. |
| Copper Rim | 5 | 719 | 133 | 4/3/18 and 7/17/18 Planning Commission meeting minutes indicate 456 detached townhomes, 93 attached townhomes, and 204 senior housing units approved. Phase 1 (34 units) is located in pressure zone 4. |
| Orchard Heights | 5 | 119 | 42 | 11/1/16 Planning Commission meeting minutes include 119 lots approved. |
| | | 1,338 | 202 | |

Note 1: Includes lots/units that are formally approved for construction or nearing approval for construction, per conversations with West Jordan City Engineering Staff. This includes only lots/ERCs located within pressure Zones 5 or 6.

Based on the understanding that Zones 5 and 6 are deficient in storage volume with all approved lots included, and that approximately 200 lots have received approval for construction in the multi-phase subdivisions shown, we estimate that the City has sufficient storage volume to allow Jones Ranch to construct approximately 100 lots/ERCs prior to construction of additional storage volume in Zone 5.

MEMORANDUM

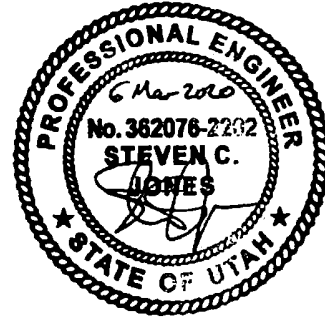
DATE: March 6, 2020

TO: Nate Nelson, West Jordan City Engineer
David Murphy, Engineering Manager for CIP
West Jordan City
8000 S. Redwood
West Jordan, UT 84088

FROM: Steven Jones, P.E.
Hansen, Allen & Luce, Inc. (HAL)
859 West South Jordan Parkway, Suite 200
South Jordan, Utah 84095

SUBJECT: Jones Ranch Development
Drinking Water Hydraulic Modeling Review

PROJECT NO.: 089.28.100



This memorandum is a summary of a hydraulic modeling review of the Jones Ranch development (Development) in the West Jordan City (City) drinking water system. The recommendations are based on City level of service requirements, extended-period hydraulic modeling, and conceptual land use information about the Jones Ranch development. The West Jordan existing drinking water model was revised to include approved future development information provided by the City.

RECOMMENDATIONS

- As a result of increased water demands from the proposed Development compared to developments anticipated in the Master Plan, the size of future storage tanks will need to be increased as follows:
 - Zone 5 Tank Storage Volume: increased by 0.1 MG
 - Zone 6 Tank Storage Volume: increased by 0.9 MG
- As a result of the increased water demands, the Master Planned water supply will need to be increased as follows:
 - Zone 5 Peak Day Source Flow: increased by 156 gpm
 - Zone 5 Annual Source Volume: increased by 99 acre feet
 - Zone 6 Peak Day Source Flow: increased by 956 gpm
 - Zone 6 Annual Source Volume: increased by 608 acre feet

SUMMARY OF TECHNICAL CONCLUSIONS AND RECOMMENDATIONS

- The Development has a planned density higher than what was assumed in the current drinking water master plan. The Development will add 979 equivalent residential connections (ERC) above what was assumed in the master plan which increases the water supply requirements and the required drinking water infrastructure above the master plan requirements, as follows:
 - An additional 1,112 gpm peak day source flow capacity,
 - An additional 707 acre-feet (AF) of annual source volume capacity,
 - An additional 1.0 million gallons (MG) of storage capacity.

- Master planned transmission line sizes are not required to be increased outside the development.
- With all the assumed future development in the model, and no additional infrastructure (no Zone 5 tank), the existing water system could accommodate all of the Zone 5 portion of the Jones Ranch Development and half of the Zone 6 portion while still meeting all current pressure and flow level of service requirements.
- With a new 4 MG tank in Zone 5 the existing water system could accommodate all of the assumed future development added to the model including all of the Jones Ranch Development and meet pressure and flow level of service requirements.
- The City is currently deficient in storage level of service in Zones 5 and 6 with the assumed future development without any of the Jones Ranch Development. Storage level of service includes equalization, fire, and operational storage.
 - Even with a new 4 MG Zone 5 tank, the full development of Jones Ranch and the other assumed development will require an additional 3 MG—1 MG each in Zones 5, 6 and 7, or an equivalent combination.
- If the Zone 5 tank is constructed in the south location, transmission must be constructed in 6400 West or parallel to 6400 West, between 9000 South and New Bingham Highway. The Zone 5 tank location in the north appears to be more beneficial to the existing system and new development with much less transmission required.
- At least one PRV must be provided between Zone 6 and Zone 5 in the Development east of U-111.
- The Zone 7 portion of the Development requires construction of storage, pump station, and transmission lines for Zone 7.

PROPOSED DEVELOPMENT

The Jones Ranch Development is located on approximately 592 acres between approximately 8400 South and 9000 South, both west and east of the Bacchus Highway (U-111) in West Jordan. Ivory Homes and Focus Engineering have provided calculations of ERCs/units based on maximum density within the development. The attached conceptual land use diagrams include these calculations. The proposed density is compared with the density considered in the City’s 2014 Master Plan in Table 1.

TABLE 1: JONES RANCH MASTER PLANNED AND PROPOSED DENSITY

| Development Area | Acres | Master Planned ERCs | Proposed ERCs | Additional ERCs |
|--|------------|---------------------|---------------|-----------------|
| East of U-111, 8600-9000 South Villages A, B, C, X | 219 | 821 | 1,095 | 274 |
| West of U-111, 8600-9000 South Villages D, E, F, G | 287 | 922 | 1,435 | 513 |
| West of U-111, 8400-8600 South Staker Parcel | 86 | 238 | 430 | 192 |
| Total | 592 | 1,981 | 2,960 | 979 |

DRINKING WATER SYSTEM

The West Jordan City drinking water system supplies water for both indoor and outdoor use. The City is currently not pursuing construction of a separate secondary water system. City level of service standards call for minimum operating pressures of 50 psi at all times during the peak day (including the peak instantaneous scenario).

STORAGE

Based on City level of service for source and storage, the following source and storage capacities are required for the Jones Ranch development. Tables 2A and 2B have the same information summarized by development and by drinking water pressure zone. Proportion of development in each pressure zone was based on the conceptual land use provided.

**TABLE 2A: DRINKING WATER SYSTEM REQUIREMENTS
BY DEVELOPMENT**

| Development Area | ERCs | Peak Day Source ¹ | Annual Source ² | Equalization Storage ³ | Operational Storage ⁴ |
|------------------|--------------|------------------------------|----------------------------|-----------------------------------|----------------------------------|
| East of U-111 | 1,095 | 1,243 gpm | 791 AF | 0.90 MG | 0.11 MG |
| West of U-111 | 1,435 | 1,629 gpm | 1,036 AF | 1.18 MG | 0.26 MG |
| Staker Parcel | 430 | 488 gpm | 311 AF | 0.35 MG | 0.08 MG |
| Total | 2,960 | 3,361 gpm | 2,137 AF | 2.43 MG | 0.46 MG |
| | | | | | 2.9 MG |

1. Source Peak Day Demand – 1,635 gpd per ERC

2. Average Yearly Demand – 0.7221 acre-feet per ERC

3. Equalization Storage Capacity – 821 gallons per ERC

4. Operational Storage Capacity – 25% Equalization Storage Capacity, required for tanks with pump stations (Zone 6 tanks)

**TABLE 2B: DRINKING WATER SYSTEM REQUIREMENTS
BY DRINKING WATER PRESSURE ZONE**

| Development Area | Percent in Zone | ERCs | Peak Day Source ¹ | Annual Source ² | Equalization Storage ³ | Operational Storage ⁴ |
|------------------------------|-----------------|--------------|------------------------------|----------------------------|-----------------------------------|----------------------------------|
| Zone 5 | | | | | | |
| East of U-111 | 50% | 548 | 622 gpm | 396 AF | 0.45 MG | - |
| Zone 5 Total | | 548 | 622 gpm | 396 AF | 0.45 MG | - |
| Zone 5 Storage Total: | | | | | 0.45 MG | |
| Zone 6 | | | | | | |
| East of U-111 | 50% | 547 | 621 gpm | 395 AF | 0.45 MG | 0.11 MG |
| West of U-111 | 90% | 1,291 | 1,466 gpm | 932 AF | 1.06 MG | 0.26 MG |
| Staker Parcel | 95% | 408 | 463 gpm | 295 AF | 0.33 MG | 0.08 MG |
| Zone 6 Total | | 2,246 | 2,550 | 1,622 | 1.84 MG | 0.46 MG |
| Zone 6 Storage Total: | | | | | 2.30 MG | |
| Zone 7 | | | | | | |
| West of U-111 | 10% | 144 | 164 gpm | 104 AF | 0.12 MG | - |
| Staker Parcel | 5% | 22 | 25 gpm | 16 AF | 0.02 MG | - |
| Zone 7 Total | | 166 | 188 gpm | 120 AF | 0.14 MG | - |
| Zone 7 Storage Total: | | | | | 0.14 MG | |
| Total | | 2,960 | 3,361 gpm | 2,137 AF | 2.43 MG | 0.46 MG |
| | | | | | 2.9 MG | |

1. Source Peak Day Demand – 1,635 gpd per ERC

2. Average Yearly Demand – 0.7221 acre-feet per ERC

3. Equalization Storage Capacity – 821 gallons per ERC

4. Operational Storage Capacity – 25% Equalization Storage Capacity, required for tanks with pump stations (Zone 6 tanks)

Operational storage will be required for any tanks that will supply pump stations. This will likely apply only to Zone 6 tanks. The volume of any such tanks will need to be increased by 25% of the equalization volume to account for operational volume, as indicated in the table above.

The City indicates that the existing system with approved developments prior to adding Jones Ranch to the system has a deficiency of at least 2.2 MG of equalization storage for pressure Zones 5 and 6 combined (4.5 MG deficiency in Zone 5 and 2.3 MG excess in Zone 6), without considering operational storage. This deficiency increases to 2.8 MG for pressure zones 5 and 6 combined if operational storage is included for Zone 6 (4.5 MG deficiency in Zone 5 and 1.7 MG excess in Zone 6).

No portion of the drinking water system has been constructed in Zone 7. It is assumed that 1.2 MG fire storage is provided for Zones 5 and 6 in Zone 6 tanks. Per City recommendations, it is assumed that 0.8 MG fire storage will be provided for Zone 7 in Zone 7 tanks.

Table 3 shows a running balance of excess or deficient storage in each zone. These values include equalization storage, operational storage for Zone 6, and fire storage for Zones 6 and 7.

A 4.0 MG storage tank for Zone 5 is currently in the design process, and is included in Table 3. Zone 5 will continue to have a significant portion of the supply for Zone 5 required come from Zone 6. The Zone 5 tank is included in this table as if it has been constructed prior to the Jones Ranch developments.

TABLE 3: ZONES 5, 6, & 7 STORAGE VOLUME BALANCE

| | Equalization and Operational Storage Volume Required(-) or Constructed(+) (Million Gallons) | | | Storage Volume Excess(+) or Deficiency(-) (Million Gallons) | | | |
|---------------------------|---|--------|--------|---|--------|-------------|--------|
| | Zone 5 | Zone 6 | Zone 7 | Zone 5 | Zone 6 | Zones 5 & 6 | Zone 7 |
| Existing with Approved | - | - | - | -4.5 | +1.7 | -2.8 | -0.8 |
| Zone 5 Tank | +4.0 | - | - | -0.5 | +1.7 | +1.2 | -0.8 |
| Jones Ranch East of U-111 | -0.45 | -0.56 | - | -0.9 | +1.1 | +0.2 | -0.8 |
| Jones Ranch West of U-111 | - | -1.32 | -0.12 | -0.9 | -0.2 | -1.2 | -1.0 |
| Staker | - | -0.42 | -0.02 | -0.9 | -0.7 | -1.6 | -1.0 |

1. This table includes operational volume (25% of the required equalization volume) for Zone 6 tanks supplying a pump station.
2. Using the full 4.0 MG of volume in the proposed Zone 5 tank assumes that fire storage will still be provided from Zone 6 tanks.
3. 1.2 MG fire storage volume is assumed to be provided in Zone 6 tanks.
4. 0.8 MG fire storage volume is assumed to be provided in Zone 7 tanks.
5. It is assumed that 50% of the Jones Ranch development east of U-111 will be located in Zone 5 and 50% in Zone 6.
6. It is assumed that 90% of the Jones Ranch development west of U-111 will be located in Zone 6 and 10% in Zone 7.
7. It is assumed that 95% of the Staker parcel will be located in Zone 6 and 5% in Zone 7.

To meet City level of service storage requirements, the proposed Zone 5 tank must be constructed, and additional 1 MG tanks must be constructed in Zones 5, 6, and 7 as shown above. The volume of any tanks associated with pump stations must be increased as described above to account for operational needs. This will likely apply to any Zone 6 tanks. The City may require tanks to be built in increments of 1.0 MG, which may increase the required size of some tanks. Based on these requirements, the minimum volumes required to be constructed for each zone are shown in Table 4.

TABLE 4: ZONES 5, 6, & 7 MINIMUM STORAGE VOLUME TO BE CONSTRUCTED SPECIFICALLY FOR THE JONES RANCH DEVELOPMENT

| | Zone 5 | Zone 6 | Zone 7 |
|--|---------------|---------------|---------------|
| Total Volume (Includes Equalization, Operational, & Fire) | 0.9 MG | 0.7 MG | 1.0 MG |

As discussed below, additional tanks may need to be constructed to meet level of service requirements in the proposed developments, instead of concentrating the volume in one tank for each zone.

SOURCE

As shown in Table 2, source capacity capable of providing 3,361 gpm peak day and 2,137 AF annual volume must be provided. No new wells in the vicinity of the development are likely to produce significant water, and all required source capacity will likely be provided from increased flow at the City’s existing Jordan Valley Water Conservancy District (JVWCD) connections.

FIRE FLOW

The minimum fire flow requirement is 1,000 gpm for 2 hours, and is increased for buildings over 3,600 square feet according to the International Fire Code Appendix B. No specific building plans have been submitted for the Jones Ranch development, but it is likely that fire flows of at least 2,000 gpm will be required within the development. Fire flows of 2,000 gpm were included in the transmission line analysis. Buildings within the Jones Ranch development must be constructed to meet this requirement, or additional analysis for specific buildings requiring larger fire flows will be required. As described above, storage will be provided for larger fire flow requirements.

TRANSMISSION AND MODELING

Existing with Approved Development

The West Jordan drinking water system was evaluated beginning with the hydraulic computer model of the existing city. Prior to performing the evaluation described herein, the model was updated with water demands for all developments the City indicates have been approved (the list of developments with ERCs and demands is available upon request). The future Zone 5 tank projects were then added to the model, including the Zone 5 tank (currently in design), a pump station at Terminal Tank, a transmission line from the new Zone 5 tank to the new pump station and continuing along New Bingham Highway to 6400 West, and a dedicated filling line from the JVWCD 6950 West 10200 South connection to the Terminal Tank. Operational characteristics of the model were revised to account for these new projects.

Performance of the system was evaluated by examining tank levels, flow rates at JVWCD connections, and pressures and velocities throughout the system. Conditions in the model may not reflect conditions experienced by West Jordan water operators because of the significant additional demand included in the model for developments that are not yet constructed.

Prior to the addition of the Zone 5 projects or Jones Ranch Development, the hydraulic model predicts a peak velocity in the 10-inch pipes in 6400 West of 4.2 fps or higher (depending on the setting of a PRV at 6600 West 10200 South), indicating that most of the demand in Zone 5 is in

the north and supply is available in the south, causing the 6400 West pipes to act as an undersized transmission main. Connecting the Zone 5 transmission line to 6400 West will exacerbate the problem, raising predicted peak velocity to approximately 7.6 fps. This condition will be alleviated as master-planned projects adding transmission parallel to 6400 West are constructed, as discussed later in this analysis. Alternatively, constructing the Zone 5 tank in the north part of the City would reduce transmission through the 6400 West line. In the following analysis, the Jones Ranch developments function similarly whether the Zone 5 tank is located in the north or south part of the City, although more transmission is required for the Zone 5 tank site in the south.

Proposed Jones Ranch Residential Developments

Water demand and schematic-level internal piping for the Jones Ranch residential developments were added to the model. Sizing and layout of internal system piping within the developments will be evaluated at a later time. The computer model was used to evaluate system performance, maintaining the same assumptions described above (including the same approved development, assuming Zone 5 tank and associated projects are constructed, and assuming pump station capacity is increased on 7800 South by adding pumps in empty pump station bays). As discussed below, a Zone 5 tank must be completed before the full Development can be completed in order for the water system in the entire Jones Ranch development to meet all required level of service. Based on modeling analysis, all of Zone 5 and half of the Zone 6 portion of the Development would function well without any Zone 5 tank, though the system would continue to be deficient in storage based on level of service calculations. *Please note that a conclusion that that water transmission system would successfully operate does not indicate that the water system has an adequate volume of water storage for fire suppression needs.*

The following paragraphs discuss results for each portion of the development, categorized by pressure zone and location (west or east of U-111).

Zone 6, West of U-111

Jones Ranch West of U-111 (Villages D, E, F, & G) and the Staker parcel are located in Zones 6 and 7. The developments are supplied by connections to U-111. Three scenarios were evaluated for Zone 6 development: 1) no additional infrastructure improvements, 2) constructing a transmission line parallel to (west of) U-111, and 3) adding Zone 6 storage directly west of Jones Ranch.

The top of Zone 6 should be set at elevation 5200 to match master planning. With no additional Zone 6 infrastructure improvements, the model predicts pressures of 50 psi or more are available as high as elevation 5200 feet. This would allow development of Villages D and F, portions of Villages E and G, and the majority of the Staker parcel. Velocities in the U-111 transmission line reach 5 fps, indicating that it is close to being undersized for this stage of development, prior to master planned projects being completed.

Constructing a transmission line parallel to (west of) U-111 to provide an additional transmission line to relieve the U-111 line raises pressures in the development approximately 5 psi, but this small increase in pressure does not allow significant additional development. The model predicts velocity in the U-111 line is reduced below 4 fps.

Constructing a Zone 6 tank west of Jones Ranch would allow the tank to supply peak instantaneous demand, and only peak day demand would be transmitted through the U-111 pipe, reducing modeled velocities to just over 3 fps. Pressures of 50 psi or more would be available to elevation 5200 feet.

If the planned Zone 5 storage tank was not constructed, approximately half the proposed Zone 6 development west of U-111 could be constructed and would function with pressures of 50 psi or more, though the City would be deficient in storage as discussed previously.

Zone 7, West of U-111

No infrastructure currently exists for Zone 7. To supply Zone 7 development, a tank would need to be constructed west of Bingham Junction with a pump station sized to supply peak day flow to fill the tank from the Bingham Junction tank. Flow at the Bingham Junction JWCD connection would need to be increased to supply the tank. A 12-inch to 16-inch transmission line would need to be constructed from the tank to the development. All components must be sized to supply peak day and fire flow.

If a Zone 6 tank was constructed west of Jones Ranch, a Zone 7 tank and pump station could be constructed further west (higher in elevation), with transmission lines required only between the tank and the development. Flow at the Bingham Junction JWCD connection would still need to be increased.

Zone 6, East of U-111

The pressure zone boundary between Zone 5 and 6 east of U-111 should be set at elevation 5050 to match master planning. Development in Zone 6, between elevation 5050 and U-111, will be supplied by connections to U-111. This includes approximately the western 1/3 to 1/2 of the development (portions of Villages A and C, and all of Village X). Demand for this development was included in the velocities discussed previously for the U-111 pipe. As long as internal subdivision piping is designed appropriately, the model predicts pressures of 50 psi or more will be available at all locations within this development, with no Zone 6 infrastructure projects required.

Zone 5 East of U-111

Below elevation 5050 (portions of Villages A and C, and all of Village B), water will be supplied to the Jones Ranch developments through connections to adjacent transmission lines in 6400 West, 6700 West, Laurel Oak Drive, and Goblin Valley Drive. As discussed previously, with the Zone 5 south tank in place, the 10-inch lines in 6400 West are undersized for the modeled conditions, even prior to adding the Jones Ranch development; however, adding the development further increases modeled velocity in the 6400 West lines. There are several options to reduce velocities in these lines: 1) Construct the Zone 5 tank in the north part of the City, 2) Construct additional transmission line parallel to 6400 West from the Jones Ranch development to New Bingham Highway (master planned project), 3) Replace the 6400 West lines from 9000 South to New Bingham Highway with 16-inch diameter lines, or 4) Construct parallel 10-inch lines on 6400 West from 9000 South to New Bingham Highway. Any of these options will reduce velocities in the 6400 West pipes and the model predicts pressures of at least 50 psi will be available at all locations in Zone 5. At least one PRV from Zone 6 to Zone 5 must be supplied within the development, to provide sufficient fire flow from Zone 6.

If the planned Zone 5 storage tank was not constructed, pressures of at least 50 psi are available at all locations in the zone as long as the required PRV is included.

NEW REQUIREMENTS BEYOND THE MASTER PLAN – SOURCE AND STORAGE

As shown in Table 1, the 2014 City Master Plan included 1,981 ERCs for the Jones Ranch developments. Based on the proposed density of 2,960 ERCs, an additional 979 ERCs have been proposed. Table 5 shows additional source and storage required for the additional ERCs. Based on the development plans provided, the additional ERCs are likely to be physically located in Zone 5 and adjacent to U-111 in Zone 6.

TABLE 5: ADDITIONAL DRINKING WATER SYSTEM REQUIREMENTS BEYOND THE MASTER PLAN

| Development Area | Additional ERCs | Peak Day Source ¹ | Annual Source ² | Equalization Storage ³ | Operational Storage ⁴ |
|------------------------------|-----------------|------------------------------|----------------------------|-----------------------------------|----------------------------------|
| Zone 5 | | | | | |
| East of U-111 | 137 | 156 gpm | 99 AF | 0.11 MG | - |
| Zone 5 Total | 137 | 156 gpm | 99 AF | 0.11 MG | - |
| Zone 5 Storage Total: | | | | 0.11 MG | |
| Zone 6 | | | | | |
| East of U-111 | 137 | 156 gpm | 99 AF | 0.11 MG | 0.03 MG |
| West of U-111 | 513 | 582 gpm | 370 AF | 0.42 MG | 0.11 MG |
| Staker Parcel | 192 | 218 gpm | 139 AF | 0.16 MG | 0.04 MG |
| Zone 6 Total | 842 | 956 gpm | 608 AF | 0.69 MG | 0.17 MG |
| Zone 6 Storage Total: | | | | 0.86 MG | |
| TOTAL | 979 | 1,112 gpm | 707 AF | 0.80 MG | 0.17 MG |
| | | | | 0.98 MG | |

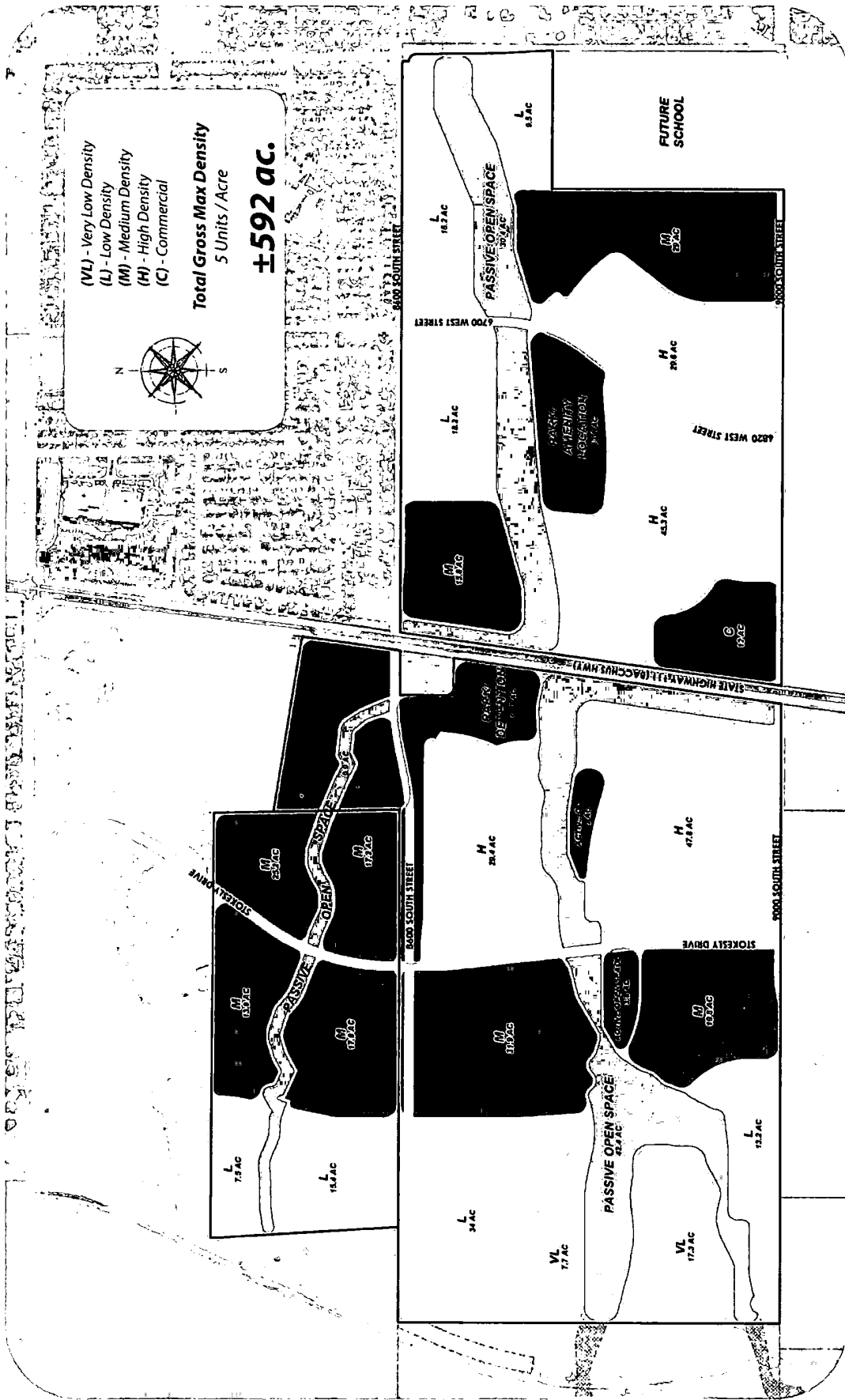
1. Source Peak Day Demand – 1.635 gpd per ERC
2. Average Yearly Demand – 0.7221 acre-feet per ERC
3. Equalization Storage Capacity – 821 gallons per ERC
4. Operational Storage Capacity – 25% Equalization Storage Capacity, required for tanks with pump stations (Zone 6 tanks)
5. Additional ERCs distributed as follows: East of U-111 – 50% in Zone 5, 50% in Zone 6. West of U-111 and Staker parcel – 100% in Zone 6.

NEW REQUIREMENTS BEYOND THE MASTER PLAN – TRANSMISSION AND MODELING

With the additional ERCs added to the Master Plan build-out model, the majority of the system continues to operate within the level of service set by the City. The model predicts pressures in Zone 6 are reduced up to 5 psi at some locations, but the minimum pressure requirement of 50 psi is still exceeded. An extended period simulation of the hydraulic model predicts the Zone 6 Bench tank drops 1.5 feet per day, indicating there is insufficient source available in Zone 6. As shown in Table 5, additional peak day source flow totaling 956 gpm must be provided for Zone 6, and 156 gpm for Zone 5. If any of the additional ERCs are placed in Zone 7, the capacity of Zone 7 pump station will need to be increased accordingly, because all source for Zone 7 is pumped to the zone.

It is also noticed that the master plan model includes two wells within Zone 6 (one supplying the Zone 4 U-111 tank directly, and one supplying Zone 6 directly), and one well within Zone 5 (supplying the Zone 4 Terminal tank directly). The City indicates it is unlikely to pursue drilling wells at these locations. Equivalent source capacity will need to be provided at JVVCD connections.

JONES RANCH LAND USE DIAGRAM



JONES RANCH west jordan, utah
 CONCEPT PLAN. FOR DISCUSSION PURPOSES ONLY.

Transportation

Equivalent Residential Unit (ERU) Clarification & Comparison

- Equivalent Residential Unit (ERU) means a dwelling, unit, or development that is equal to a single-family residence in terms of the nature of its use or impact on infrastructure capacity and system improvements which are to be provided in the assessment area.
- Within the MDP sections “Land Use”, “Open Space and Recreation” and “Architectural Design Guidelines” the term ERU represents actual dwelling units. The current city master plan for the subject property allows for a maximum of 1,981 residential dwelling units (ERU). Our proposal is to increase the total allowable residential dwelling units (ERU) to 2,960 units. An increase of 979 residential dwelling units for the subject property.
- Within the MDP section “Infrastructure & Utilities” the term ERU can represent an actual residential dwelling unit or an equivalent residential unit. An equivalent dwelling unit allows an engineer to equate the water and sewer usage of open space or commercial property to a residential dwelling unit. The calculation for an ERU of open space, commercial or different residential types may vary between water, sewer and transportation.
- Due to the difference in how water, sewer and transportation ERU calculations are determined there is a difference in the currently proposed ERUs as shown in the current city master plans for water, sewer and transportation. For the subject property the current water master plan shows 1,981 ERUs, the current sewer master plan shows 2,336 ERUs, and the current transportation master plan shows 2,071 ERUs. The reports for water, sewer, and transportation studies in this MDP were completed by the same engineers that completed the city master plans to show how the additional 979 residential dwelling units would impact the master planned water and sewer systems (Horrocks, JUB, and Hansen, Allen, & Luce). The three studies show a total of 2,960 ERUs to illustrate that they took the existing ERU’s as determined in the city master plans and added an additional 979 residential dwelling units to their calculations.

| | <i>ERUs</i> | <i>Unit Count</i> |
|---|---------------------------------|--------------------------|
| <i>West Jordan General Plan</i> | ±3.38 Units / Acre | 1981 |
| <i>Jones Ranch Proposed Plan</i> | 5 Units / Acre | 2960 |
| <i>Net Increase</i> | <i>1.65 Units / Acre</i> | <i>979</i> |

INTRODUCTION AND SUMMARY

Purpose of Report and Study Objectives

The purpose of this Traffic Impact Study (TIS) is to identify the traffic impacts for the proposed Jones Ranch development, located in West Jordan, Utah. The study objectives are to define the study intersections, estimate trip generation and distribution for the site before and after development, analyze AM and PM peak traffic conditions with and without the project traffic in 2025 and 2040, and recommend improvements to mitigate traffic impacts if necessary.

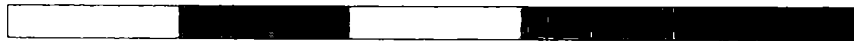
Executive Summary

Site Location and Study Area – The site for the Jones Ranch development is located in the western region of West Jordan, Utah (see Figure 1). The development is bisected by SR-111 (Bacchus Hwy), major nearby streets surrounding the project area include 8200 South, 6400 West and SR-48 (New Bingham Hwy).

Development Description – The development will be approximately 592 acres and will include varying density residential properties, commercial space, parks and passive open spaces.

Conclusions and Recommendations

1. The proposed development is estimated to generate approximately 21,666 new external daily trips with 1,259 during the AM peak and 1,823 during the PM peak.
2. Existing Condition Analysis: All study intersections operate at an acceptable LOS. Mitigations are not recommended.
3. Existing Conditions plus 25% Project Analysis: All study intersection operate at an acceptable LOS. Mitigations are not recommended.
4. 2025 Background Analysis: All study intersections operate at an acceptable LOS. Mitigations are not recommended.
5. 2025 Background plus 50% Project Analysis: Intersections 6400 West & New Bingham Hwy, and 8600 South & Bacchus operate at an unacceptable LOS. All other study intersections operate at an acceptable LOS.
 - Recommended Mitigations:
 - Add traffic signal to intersection 6400 West & New Bingham Highway
 - Add traffic signal to intersection 8600 South & Bacchus Highway
6. 2040 Background Analysis: Intersection 6400 West & New Bingham operate at an unacceptable LOS. All other study intersections operate at an acceptable LOS.
 - Recommended Mitigations:
 - Add traffic signal to intersection 6400 West & New Bingham Highway
7. 2040 Background plus 100% Project Analysis: Intersections 9000 South & Bacchus Hwy operate at an unacceptable LOS. All other study intersections operate at an acceptable LOS.
 - Recommended Mitigations:
 - Add traffic signal to intersection 9000 South & Bacchus Highway



To: Dave Murphy, PE
West Jordan City

From: Kevin Croshaw, PE

Date: March 2, 2020

Memorandum

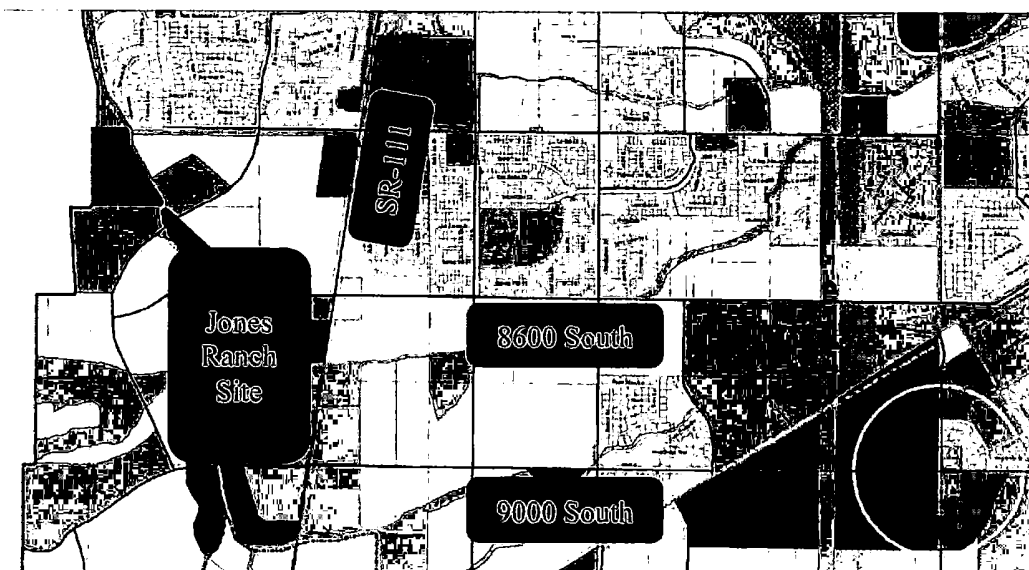
Subject: West Jordan Travel Demand Model Update for Jones Ranch

The following includes the analysis to update the future traffic volume projections in West Jordan to incorporate additional housing units at the proposed Jones Ranch site.

Updated Data Used for Analysis

The Wasatch Front Regional Council (WFRC) Travel Demand Model (TDM) was updated to include an additional 889 housing units to the Jones Ranch development, totaling 2,960 units. This analysis builds on the previous analysis completed and submitted to the City on June 28, 2019. The approximate site location is shown in **Figure 1**. The site plans for the additional 889 homes can be seen in **Figure 2**. A TDM analysis investigated the differences between the previous traffic projections in the West Jordan 2015 Transportation Master Plan (TMP) with the projected volumes including the entire Jones Ranch site with the proposed 2,960 units. The comparison investigated changes to the future roadway network including Level of Service (LOS) to determine if the proposed increase in dwelling units has impact to the adjacent road network. The future roadway network (Figure 8 of 2015 TMP) and the associated LOS (Figure 9 of the 2015 TMP) are included for reference in **Figure 3** and **Figure 4** respectively.

Figure 1: Jones Ranch Site Location

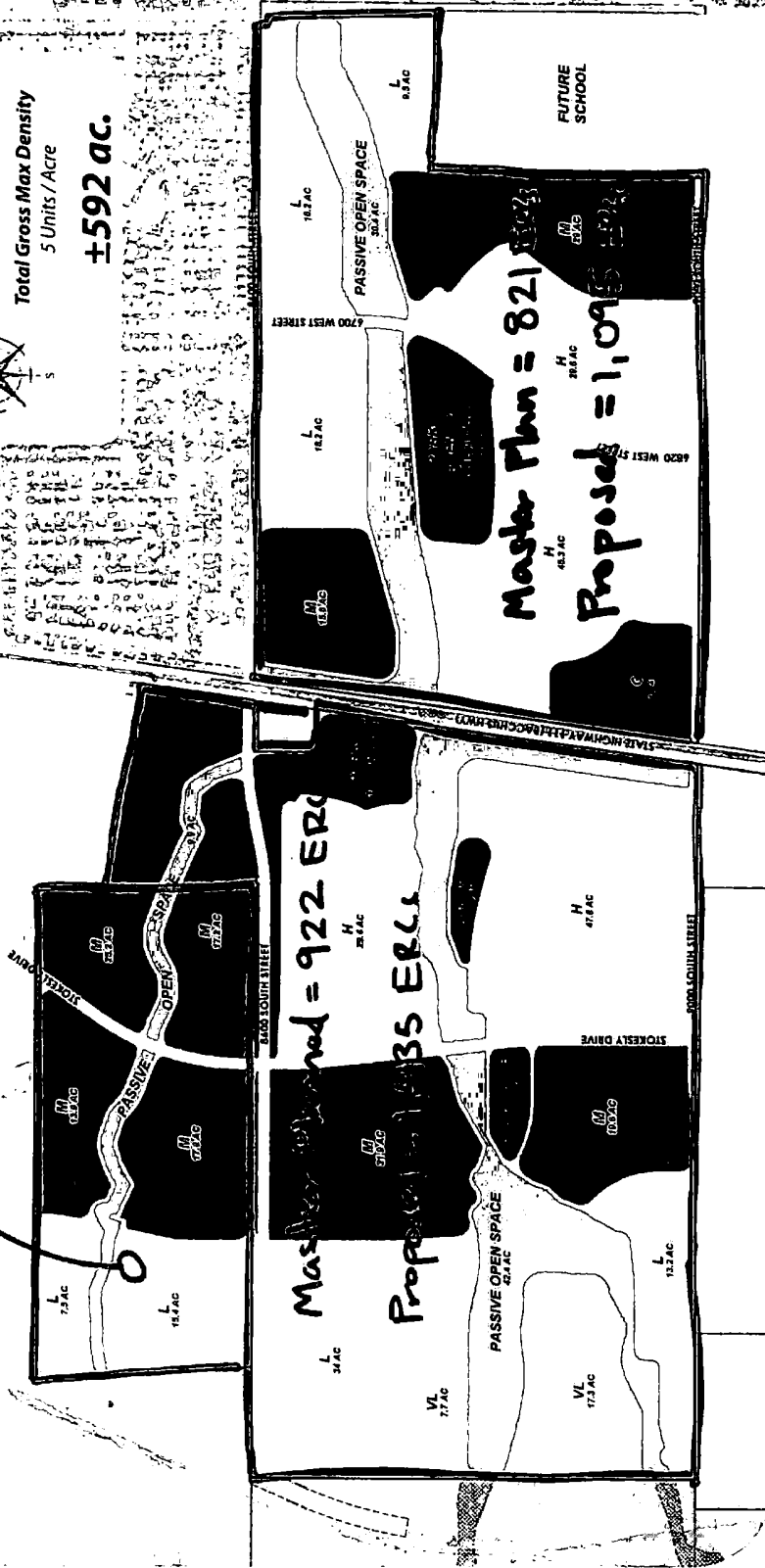
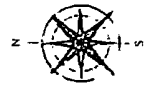


JONES RANCH LAND USE DIAGRAM

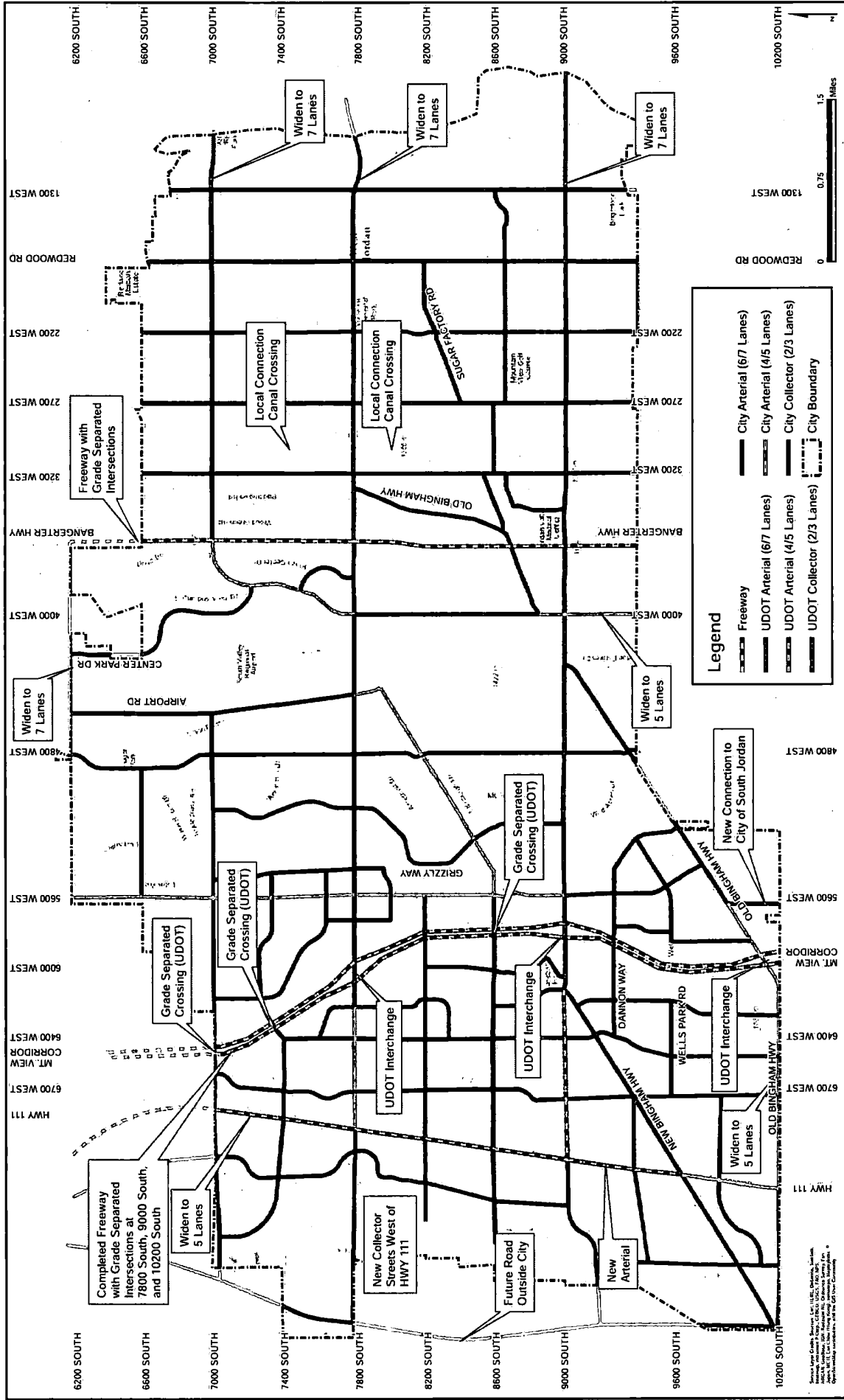
Master Planned = 238 ERCS
 Proposed = 430 ERCS

(VL) - Very Low Density
 (L) - Low Density
 (M) - Medium Density
 (H) - High Density
 (C) - Commercial

Total Gross Max Density
 5 Units / Acre
+592 ac.



JONES RANCH west jordan, utah
 CONCEPT PLAN, FOR DISCUSSION PURPOSES ONLY



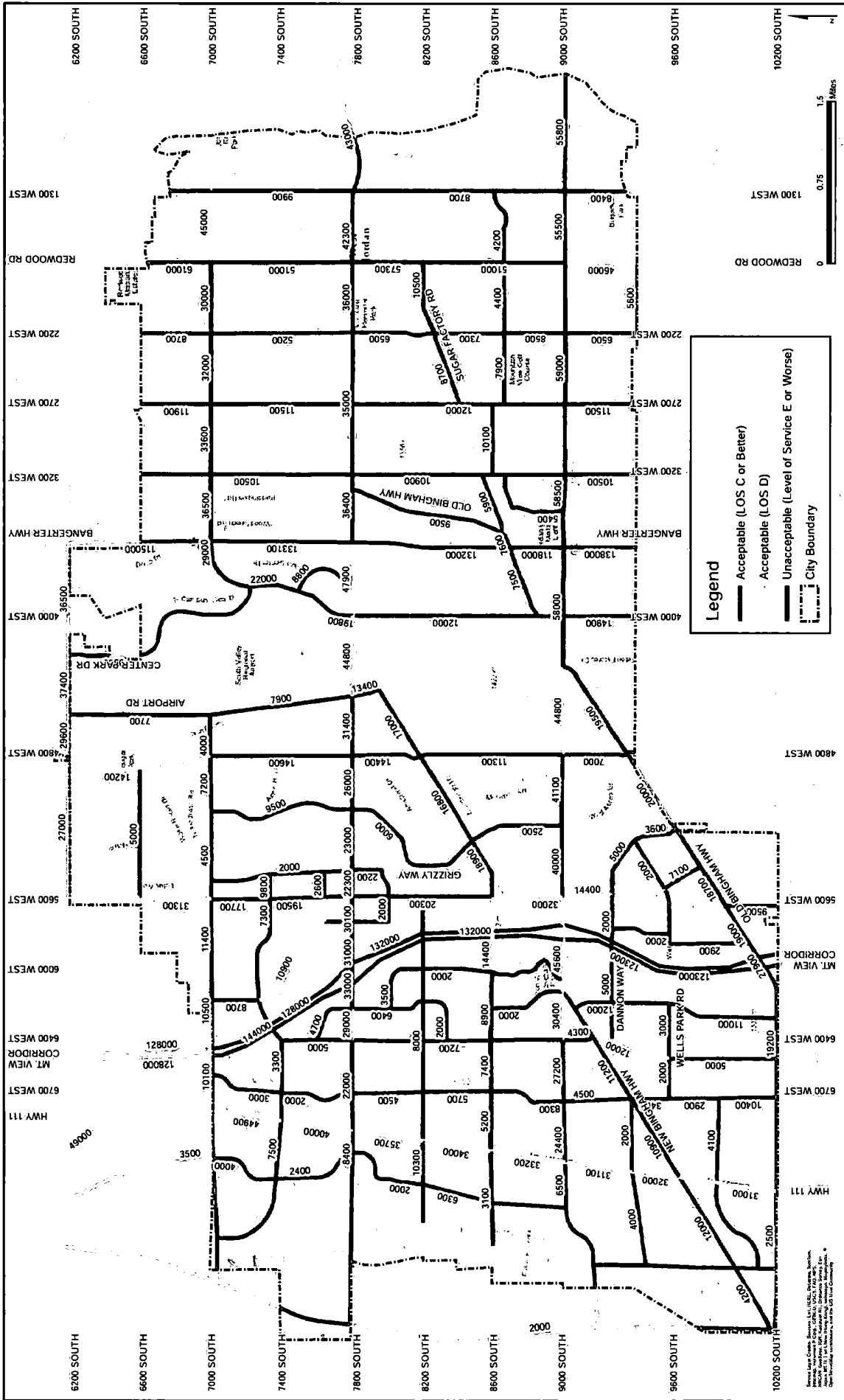
DATE: 5/21/2015
DRAWN: [Name]
CHECKED: [Name]

West Jordan City Transportation Master Plan
Future Roadway Network (2040)

2162 West Grove Parkway
Suite 400
Cottonwood, UT 84602
(801) 783-5100

HORROCKS
ENGINEERS

Figure 8

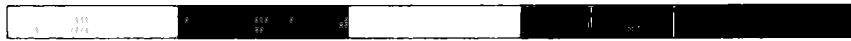


Date: 6/11/2015
 Figure 9

West Jordan City Transportation Master Plan
 Future Level of Service (2040)

2182 West Green Parkway
 Pleasant Grove, UT 84062
 (801) 783-5100

HORROCKS
ENGINEERS



Future Level of Service

Future TDM Model

Roadway LOS is used as a planning tool to quantitatively represent the ability of a particular roadway to accommodate the travel demand. **Table 1** shows LOS traffic volume thresholds for each of the major roadways in the City included in the 2015 West Jordan TMP. Roadway segment LOS can be mitigated with geometry improvements, additional lanes, two-way-left turn lanes, and access management.

Table 1: Summary of West Jordan LOS Capacity Criteria in Vehicles per Day (Per TMP)

Table ④ Suburban Freeway LOS Capacity Criteria in Vehicles per Day

| Lanes | LOS C | LOS D | LOS E |
|-------|--------|---------|---------|
| 4 | 60,000 | 70,000 | 89,000 |
| 6 | 95,000 | 110,000 | 140,000 |

Table ⑤ Suburban Arterial LOS Capacity Criteria in Vehicles per Day

| Lanes | LOS C | LOS D | LOS E |
|-------|--------|--------|--------|
| 5 | 28,500 | 32,800 | 40,300 |
| 7 | 43,000 | 50,500 | 63,400 |

Table ⑥ Suburban Collector LOS Capacity Criteria in Vehicles per Day

| Lanes | LOS C | LOS D | LOS E |
|-------|--------|--------|--------|
| 2 | 9,700 | 12,100 | 14,500 |
| 3 | 10,800 | 13,400 | 16,100 |

A standard of LOS D for system streets (collectors, arterials, and freeways) is used in West Jordan and is typical for future planning. Attaining LOS C or better on these streets would be potentially cost prohibitive and may present societal impacts, such as the need for additional lanes and wider street cross-sections. LOS D suggests that for most times of the day, the roadways will be operating well below capacity. The peak times of the day will likely experience moderate congestion characterized by a higher vehicle density and slower than free flow speed.

Future (2040) Level of Service

Analysis of the roadways affected by the land use change, as shown in **Table 2**, show minimal volume increases with no major impact to future LOS.

Table 2: Volume Changes to Significant Roadways

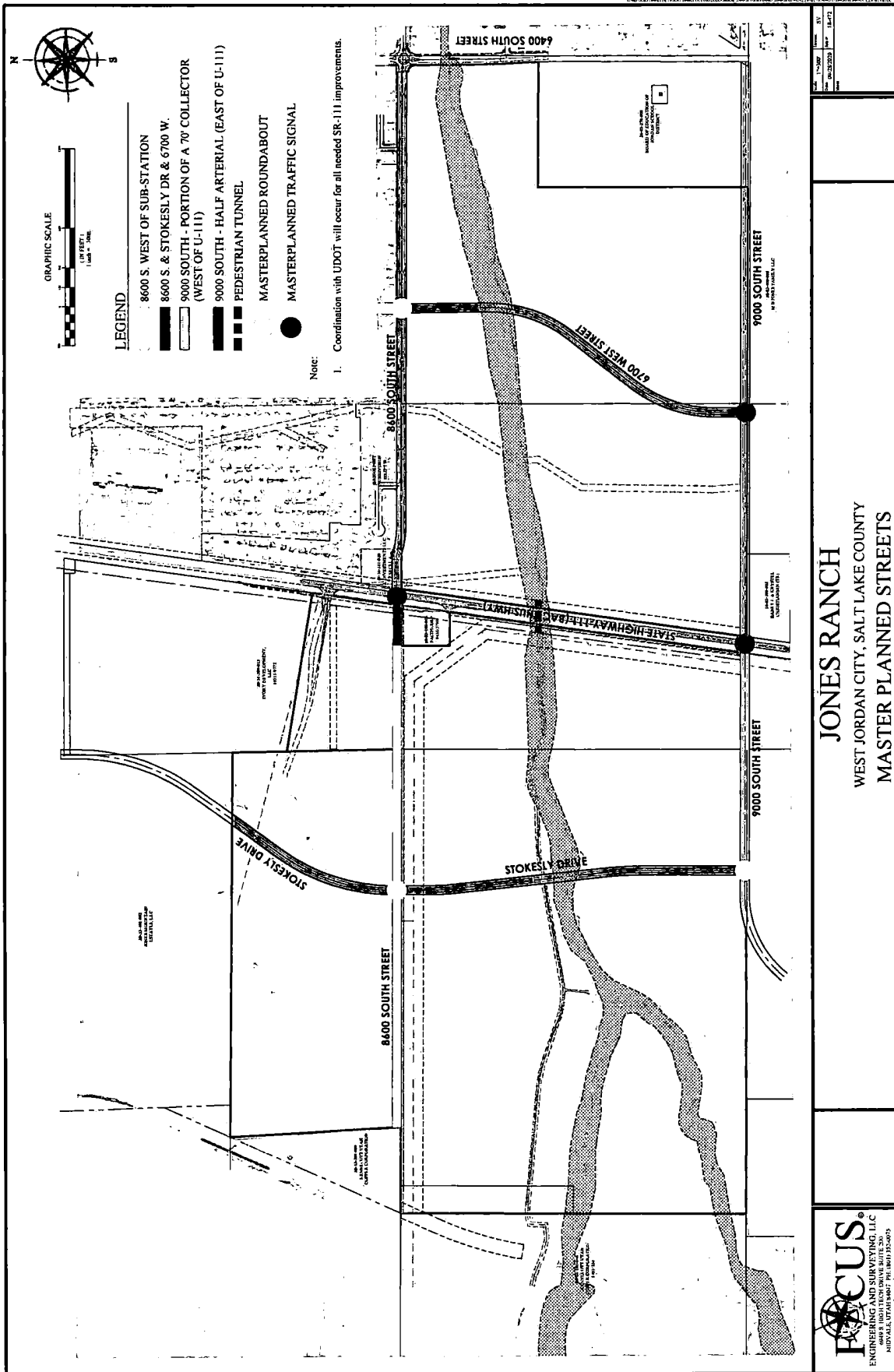
| Roadway Segment | 2040 Number of Lanes | 2015 TMP Volume | Volume Change | New 2040 Volume | Master Plan Recommendation Changes? |
|--|----------------------|-----------------|---------------|-----------------|-------------------------------------|
| 9000 South – SR-111 to 6400 West | 5 | 27,200 | +2,500 | 29,700 | No |
| 9000 South – 6400 West to New Bingham Highway | 5 | 30,400 | +2,300 | 32,700 | No |
| 9000 South – New Bingham Highway to Mountain View Corridor | 7 | 45,600 | +2,500 | 48,100 | No |
| 8600 South – SR-111 to Mountain View Corridor | 3 | 9,000 | +1,000 | 10,000 | No |
| New Bingham HWY – Mountain View Corridor to 4000 West | 5 | 17,000 | +500 | 17,500 | No |
| 6400 West – 7400 South to 9000 South | 3 | 6,500 | +500 | 7,000 | No |
| Mountain View Corridor (North of 9000 South) | Freeway | 132,000 | +1,500 | 133,500 | No |
| Mountain View Corridor (South of 9000 South) | Freeway | 123,000 | +1,500 | 124,500 | No |

Conclusions

The future traffic volume projections were updated to include an additional 889 housing units at the proposed Jones Ranch site. A WFRC TDM analysis was completed to compare future traffic projections before and after completion of the Jones Ranch site. Minimal increases in traffic volumes show no mitigations to the proposed 2040 TMP roadway network are required.

Analysis using the WFRC TDM provides a macro analysis and is typically used for large scale areas such as cities and counties. For specific items directly surrounding the site such as access locations, turn pocket analysis, and intersection mitigations, it is recommended a traffic impact study for the specific site be completed before development.

There are also many other developments along the U-111 Corridor that may or may not be in the travel demand model. It is recommended to work with adjacent Cities, WFRC, Salt Lake County, and the Municipal Services District that oversees the rural Salt Lake County transportation system.





6949 S. High Tech Drive Suite 200
Midvale, UT 84047
P (801) 352-0075 F (801) 352-7989

03/11/2020

Todd Johnson
West Jordan City
801-569-5044
toddj@wjordan.com

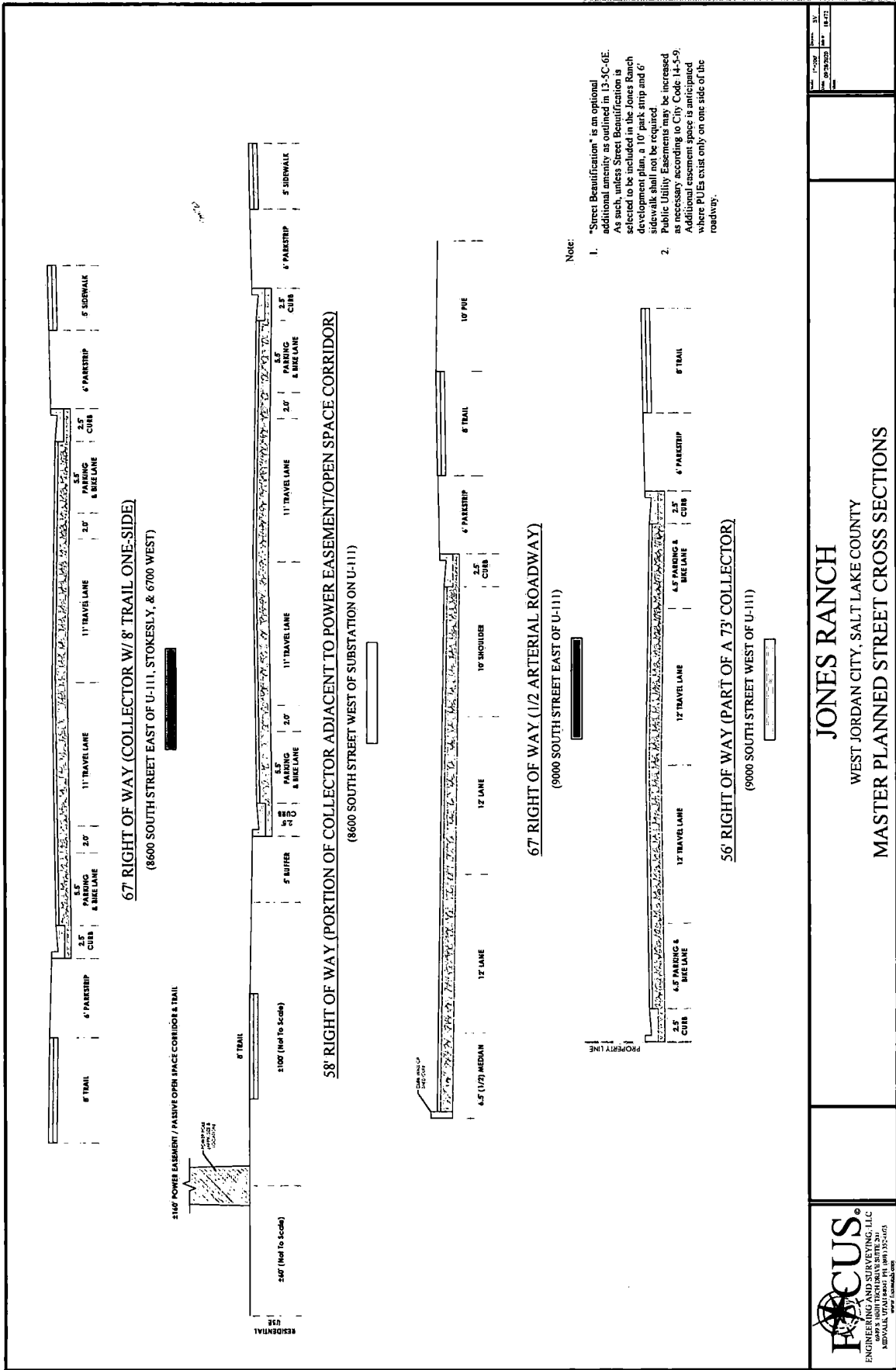
RE: Jones Ranch Private Street Standards

Dear Todd

We would like to propose specific private lane cross-sections with the Jones Ranch MDP. The purpose of these cross-sections is to increase the ability to have multiple product types in the High and Very Low housing designations that include a mix of multi-family townhomes, small cottage lots, as well as age-targeted products. These private lanes also help facilitate more rear load product that allows us to front homes onto open space and onto public streets to help create a more appealing street scape especially along collector roads. We are requesting that these standards for the private lanes only be allowed in the High and Very Low Housing Designations in the Jones Ranch Master Development Plan. The Medium and Low Housing Designations shall follow the West Jordan City code for private streets. All private lanes shall be approved with each Village / Phase Sub-Area Development Plan approval process. All private lanes will be owned and maintained by the HOA.

Sincerely,

Thomas Romney, P.E.
Production Manager
FOCUS Engineering & Surveying

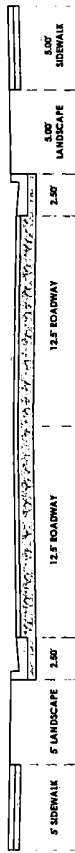


Note:

1. "Street Beautification" is an optional additional amenity as outlined in 13-5C-6E. As such, unless Street Beautification is selected to be included in the Jones Ranch development plan, a 10' park strip and 6' sidewalk shall not be required.
2. Public Utility Easements may be increased as necessary according to City Code 14-5-9. Additional easement space is anticipated where PUEs exist only on one side of the roadway.

FOCUS
 ENGINEERING AND SURVEYING, LLC
 3405 S. MOUNTAIN DRIVE, SUITE 201
 DENVER, CO 80202
 (303) 733-5100
 www.focusllc.com

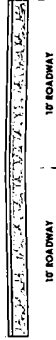
JONES RANCH
 WEST JORDAN CITY, SALT LAKE COUNTY
MASTER PLANNED STREET CROSS SECTIONS



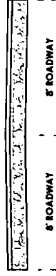
50' RIGHT OF WAY
(LOCAL STREETS)



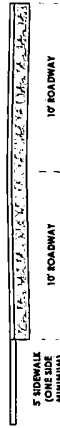
28' PRIVATE THROUGH STREET
FOR REAR LOAD RESIDENTIAL



20' PRIVATE DEAD-END STREET
FOR REAR LOAD RESIDENTIAL



16' SHARED DRIVEWAY
6 RESIDENTIAL UNITS MAXIMUM



20' PRIVATE DEAD-END STREET
FOR FRONT LOAD RESIDENTIAL

- Note:
- Private lanes shall only be allowed in High (H) and Very Low (VL) land use designations, and final locations and design of all private lanes shall be approved in conjunction with the applicable Phase Sub-Area Development Plan.
 - Private lanes shall only be proposed in the High & Very Low housing designations.
 - 16' shared driveway is to be used only if the entire exterior of all residential units can be accessed within 150' of an approved fire department access road.



JONES RANCH
WEST JORDAN CITY, SALT LAKE COUNTY
STREET CROSS SECTIONS

DATE: 09/27/2023
TIME: 11:47
PROJECT: JONES RANCH
SHEET: L11.2

***GEO-TECHNICAL &
ENVIRONMENTAL
REPORTS***

1.0 EXECUTIVE SUMMARY

This report presents the results of a geotechnical investigation conducted for the proposed Jones Property Subdivision located at approximately 8600 South Bacchus Highway in West Jordan, Utah. Based on the subsurface conditions encountered at the site, it is our opinion that the subject site is suitable for the proposed improvements provided that the recommendations contained in this report are incorporated into the design and construction of the project. A summary of the critical recommendations is included below:

- Native soils at the site were observed to consist primarily of stiff clay and dense gravels. No groundwater was observed in any of the test pits. The subject site is mapped as having a *very low* liquefaction potential.
- Some areas contained layers of highly collapsible Lean CLAY (CL) and Silt (ML) soils. Footings should not be founded on these materials. Collapse tests were performed on seven samples of the near surface soils. The test results indicated 2.2% to 11.0% collapse under typical structural loads. The Lean CLAY (CL) and SILT (ML) observed on the eastern and central sections of the site have a moderate to high potential for wetting induced collapse (see Figure A-2).
- Footings should be established entirely on suitable, undisturbed, dense to medium dense native soils. If footings are bearing on native gravel a maximum net allowable bearing capacity of **2,400 psf** may be used. If footings are founded on non-moisture sensitive, native Lean CLAY (CL) soils, a maximum net allowable bearing capacity of **1,500 psf** may be used. We recommend that a geotechnical engineer observe all excavations prior to constructing foundations.
- Areas below roadways, concrete slabs, concrete flatwork, or pavement sections should be prepared as described in Section 6. An IGES representative should observe the site preparation and grading operations to assess whether the recommendations presented in this report have been complied with. If silty, collapsible soils are observed at the subgrade elevation, the upper 12 inches is to be reworked as described in Section 6.2.1.
- A flexible pavement section of 3/10 (inches of asphalt/road base) constructed over properly prepared subgrade or compacted structural fill as recommended for the residential roadways. If silty, collapsible soils are observed at the subgrade elevation, the upper 12 inches is to be reworked as described in Section 6.2.1.

The recommendations made in this report are based on the assumption that an adequate program of tests and observations will be made during the construction. IGES staff should be on site to observe compliance with these recommendations.

NOTICE: This executive summary is not intended to replace the report of which it is part and should not be used separately from the report. The executive summary omits a number of details, any one of which could be crucial to the proper application of this report.

1.0 EXECUTIVE SUMMARY

This report presents the results of a geotechnical investigation conducted for the proposed Jones Ranch East Subdivision located at 6400 West 8600 South in West Jordan, Utah. Based on the subsurface conditions encountered, the subject site is suitable for the proposed construction provided that the recommendations presented in this report are complied with. A brief summary of the critical recommendations is included below:

- Based on our observations the site is mostly covered by 12 to 18 inches of topsoil comprised of clay and silt. Undocumented fill was observed in test pits TP-8, TP-12, TP-18, and TP-19 that was 3.5 to 5.5 feet in depth. The fill is associated with the Bingham Magna Ditch that runs south to north on the western portion of the property. The topsoil and fill were underlain by SILT (ML), Lean CLAY (CL), Silty SAND (SM), Clayey SAND (SC), Silty GRAVEL (GM), Clayey GRAVEL (GC), and Poorly Graded GRAVEL (GP-GM) with silt.
- Soils with a pinhole structure (potentially collapsible) were observed in the native fine-grained soil throughout the site. Footings should not be founded on these materials. Collapse/Swell tests were performed on fourteen samples of the near surface soils. The test results indicated 0.3% to 10.6% collapse under typical structural loads. Based on the collapse tests the Lean CLAY (CL) and SILT (ML) soils have a moderate to high potential for wetting induced collapse.
- No groundwater was encountered in the test pits at the time of our investigation.
- Footings should be established entirely on suitable undisturbed native granular soils or non-collapsible fine-grained soils (high density, no pinholes). If fine-grained soils with pinholes and low density are observed, footings should be established a minimum of 5 feet in depth below existing site grade *and* founded on a minimum of 2 feet of structural fill. If footings are bearing on the native granular soils or on a minimum of 2 feet of structural fill a maximum net allowable bearing capacity of **2,500 psf** may be used.
- Flexible pavement section of 3/12 (inches of asphalt/road base) constructed on reworked native soils is recommended for the residential roadways. A rigid pavement section of 5/8 (inches of concrete/road base) is recommended for heavy traffic areas.

Recommendations for general site grading, design of foundations, slabs-on-grade, moisture protection and soil corrosivity as well as other aspects of construction are included in this report.

NOTE: The scope of services provided within this report is limited to the assessment of the subsurface conditions at the subject site. The executive summary is provided solely for purposes of overview and is not intended to replace the report of which it is part and should not be used separately from the report.

1.0 EXECUTIVE SUMMARY

This report presents the results of a Phase I Environmental Site Assessment (Phase I ESA) that has been completed by Intermountain GeoEnvironmental Services, Inc. (IGES) for the 287-acre subject property that is proposed for the proposed residential development at approximately 8600 West Bacchus Highway in West Jordan, Utah. IGES is simultaneously completing a geotechnical investigation for the subject property (IGES, 2019) that included 26 test pits completed on January 2 and 3, 2019. IGES completed a site reconnaissance of the site and surrounding properties on January 3 and February 8, 2019.

This Phase I ESA was performed in general accordance with the standards set forth in American Society for Testing Materials (ASTM) Document E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule.

IGES utilized the services of Environmental Data Resources (EDR) to search state and federal databases using the recommended ASTM search distances. The subject property was not listed in the ASTM recommended databases.

No recognized environmental conditions were observed on the site or readily observable portions of adjacent properties.

1.0 EXECUTIVE SUMMARY

This report presents the results of a Phase I Environmental Site Assessment (Phase I ESA) that has been completed by Intermountain GeoEnvironmental Services, Inc. (IGES) for the approximately 219-acre subject property that is proposed for residential development at 8600 South 6400 West in West Jordan, Utah. IGES is also completing a geotechnical investigation for the subject property (IGES, 2019b) that included 33 test pits completed on October 1-3, 2019. IGES completed a site reconnaissance of the site and surrounding properties on October 1-3, 2019.

This Phase I ESA was performed in general accordance with the standards set forth in American Society for Testing Materials (ASTM) Document E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the United States Environmental Protection Agency's (EPA) All Appropriate Inquiries (AAI) rule.

IGES utilized the services of Environmental Data Resources (EDR) to search state and federal databases using the recommended ASTM search distances. The subject property was not listed in the ASTM recommended databases.

No recognized environmental conditions were observed on the site or readily observable portions of adjacent properties. However, an historical recognized environmental condition does exist on the subject property within the alignment of the historic Bingham Magna Ditch

EXHIBIT D

FORM OF ASSURANCE AGREEMENT*

(*link embedded electronically)

**PUBLIC IMPROVEMENT CONSTRUCTION AND ASSURANCE AGREEMENT
(Cash, Escrow, Dedicated Funds in Construction Loan, Letter of Credit Form)**

This Public Improvement Construction and Assurance Agreement (the "Agreement") is entered into as of the Effective Date, by and between the parties described below for the purpose of guaranteeing the completion and warranty of improvements hereinafter described.

PARTIES

"Applicant": _____
a(n) _____ (corporation, partnership, individual),
address: _____,
telephone: (____) _____, email: _____;

"City": City of West Jordan, a municipal corporation of the State of Utah, Attn: Engineering Division,
8000 South Redwood Road, West Jordan, Utah 84088. Telephone (801)569-5070, facsimile:
(801)569-5099.

"Financial Institution" (for all non-cash assurances) _____
a(n) _____ (corporation, partnership, individual),
address: _____,
telephone: (____) _____, email: _____;

EXHIBITS AND ADDENDA

The following exhibits are attached hereto: Exhibit A – Estimated Cost of Public Improvements.

The following addenda are attached hereto, as applicable: Addendum 1 – Public Landscaping Improvements; Addendum 2 – Non-public Improvements.

RECITALS

- A. Applicant desires the following permits and approvals (check and complete):
- ____ Record subdivision
 - ____ Site plan
 - ____ Building permit
 - ____ Other (explain): _____

from City for _____
(description or name of project)

located at _____ (the "Project").
(street address of project)

- B. The terms of the issuance of said permits and approvals require Applicant to complete improvements that are intended to be dedicated for public use (hereinafter "the Public Improvements"), including the following:

(1) Those specified in any and all applicable agreements, which documents are incorporated herein by this reference; and

(2) Those specified in the approved engineering drawings for the Project, incorporated herein by this reference; and

(3) Those set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

(4) Those set forth in Addendum 1 and Exhibit A to Addendum 1.

C. City will not grant said permits and approvals until adequate provision has been made to assure completion of the Public Improvements, which shall be installed in accordance with the ordinances, standards and specifications of City.

D. Applicant is further required to warrant the Public Improvements.

E. The estimated cost of the Public Improvements, exclusive of landscaping, is set forth in Exhibit "A." The estimated cost of the landscaping portion of the Public Improvements (the "Public Landscaping Improvements") is set forth separately in "Exhibit A to Addendum 1." As used in this Agreement, the term "Public Improvements" shall also include "Public Landscaping Improvements" unless otherwise stated.

F. In lieu of final completion of the Public Improvements, Applicant determined to provide financial assurance to secure the construction and warranty of the Public Improvements, which financial assurance must be in a form acceptable to City and in an amount equal to 100% of the estimated cost of the Public Improvements.

Now, therefore, in consideration of the premises and other valuable consideration, the Applicant and City (each a "Party," and collectively the "Parties") agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement and are made a part hereof. Exhibits and addenda attached hereto are hereby incorporated into this Agreement by reference.

2. **Additional Definitions.**

(a) "Applicant", "City" and "Financial Institution" as used in this Agreement, shall also refer to all heirs, executors, administrators, successors, and assigns of Applicant, City and Financial Institution, respectively.

(b) "Failure to Perform" or "Fail to Perform," as used in this Agreement, shall mean the non-performance in a timely manner by a Party of any obligation, in whole or in part, required of such Party by the terms of this Agreement or required by City of West Jordan ordinance or other applicable law. In addition, Applicant's Failure to Perform shall also include: (i) abandonment of the Project as determined

by City; (ii) Applicant's insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; (iii) the commencement of a foreclosure proceeding against the Project property; or (iv) conveyance of the Project or property in lieu of foreclosure.

(c) "Incidental Costs," as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's liens, and any other cost and interest thereon incurred by City, occasioned by Applicant's Failure to Perform as hereinafter defined.

(d) "Warranty Commencement Date," as used in this Agreement, shall mean the date of City acceptance as set forth in the West Jordan City Code.

(e) "Warranty Period," as used in this Agreement, shall mean the period of time commencing on the Warranty Commencement Date and terminating on the same month and day of the following year.

3. Purpose for Agreement. The Parties expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Public Improvements, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.

4. Agreement Documents. All data which is used by City to compute the cost of or otherwise govern the design and installation of the Public Improvements is hereby made a part of this Agreement and is incorporated herein by this reference, including but not limited to applicable provisions of the West Jordan City Code.

5. Construction Completion. Applicant shall construct and complete the Public Improvements within a period of two (2) years after the Effective Date or, if this Agreement covers improvements required in a subdivision, two (2) years after the date of recording the final subdivision plat. Construction shall comply with: (a) the approved development plan, preliminary and final approved site plan(s) and preliminary and final approved subdivision plat(s) for the Project, as applicable; (b) the approved engineering drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process of the Project; (c) any and all agreements including but not limited to the development agreement, deferral agreement, and other agreements for the Project, as applicable; (d) all applicable federal, state and local laws and regulations; and (e) the City of West Jordan Public Improvement Standards, Specifications and Plans (collectively, the "Compliance Requirements").

6. Specific Enforcement. Applicant has entered into this Agreement with City for the purpose of ensuring construction of and providing warranty for the Public Improvements. City shall be entitled to specifically enforce Applicant's obligation under this Agreement to construct and install the Public Improvements in a manner satisfactory to City. City shall also be entitled to specifically enforce Financial Institution's own performance to remit payment as required by this Agreement up to the amount of the Proceeds without any further consent or instruction by Applicant.

7. Applicant's Obligation for Costs.

(a) Applicant Liable for all Costs. Should Applicant Fail to Perform in any degree, Applicant agrees to compensate City for all costs, including but not limited to, cost of construction and Incidental Costs related to Applicant's Failure to Perform, except to the extent that the City has received compensation from the Proceeds.

(b) Independent Obligation. Applicant expressly acknowledges, understands, and agrees that its obligation to complete and warrant the Public Improvements and fulfill any other obligation under this Agreement, City of West Jordan ordinances, or other applicable law, is independent of any obligation or responsibility of City, either express or implied. Applicant agrees that its obligation to complete and warrant the Public Improvements is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. Applicant further acknowledges that: (i) Applicant’s contractual obligation to complete and warrant the Public Improvements pursuant to this Agreement is independent of any other remedy available to City to secure proper completion of the Public Improvements; and (ii) Applicant may not assert as a defense that City has remedies against other entities or has other remedies in equity or at law that would otherwise relieve Applicant of its duty to perform as outlined in this Agreement or preclude City from requiring Applicant's performance under this Agreement; and (iii) Applicant has a legal obligation, independent of this Agreement, to timely complete and pay for the Public Improvements in full.

8. Financial Assurance.

(a) Proceeds. As an independent guarantee to City for the purpose of insuring and warranting installation of the Public Improvements, Applicant shall provide financial assurance in the amount of 100% of the estimated cost of the Public Improvements inclusive of Public Landscaping Improvements. The financial assurance is as follows (check applicable form):

Cash Deposit.

Applicant hereby deposits with the City cash in the amount of \$_____ (the “Proceeds”). The City shall not be required to pay any interest to Developer on any sums deposited pursuant to this Agreement. The Developer acknowledges that any interest earned by the City on the deposited sums shall be retained by the City as reimbursement and an offset for the cost of administering this Agreement.

Escrow Account or Dedicated Funds in a Construction Loan. (Financial Institution must sign Agreement and Acknowledgement hereby attached)

Applicant hereby assigns and sets over to City all its right, title, and interest in the principal of funds set aside and dedicated within a Construction Loan Account or withdrawn from the Construction Loan Account and/or deposited into a certain Escrow Account held by Financial Institution in the amount of \$_____, entitled, _____ (the "Account" or “Proceeds”). (identify the name, account number, and account type (escrow or construction loan))

The Account shall be held by a federally insured bank, savings and loan, or credit union, and the Proceeds shall be available to City at an office located within fifty (50) miles of City.

Irrevocable Letter of Credit. (Financial Institution must sign acknowledgment hereby attached)

Applicant hereby files with City an Irrevocable Standby Letter Of Credit, (herein the "Letter of Credit"), numbered _____, issued by _____ (Issuer) a(n) _____ Corporation (the “Issuer”), located at _____;

(State) _____ (Issuer Address) _____
 _____, _____, in the amount of \$ _____, (the "Proceeds")
 (Issuer Telephone) (Issuer Facsimile) (Letter of Credit Amount)

This Letter of Credit is issued in favor of City to the account of _____, Applicant herein, and is made a part of this Agreement and attached hereto as Exhibit "B". The Letter of Credit shall be issued by a federally insured bank, savings and loan, or credit union, authorized to do business in Utah, and the Proceeds shall be available to the City by presenting a site draft at an office located within fifty (50) miles of City. The Letter of Credit shall contain the following provision:

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless at least sixty (60) days prior to such expiration date City is notified by registered letter, return receipt requested, or overnight courier service that Issuer elects not to consider the Letter of Credit renewed for any such period.

(b) Demand of Proceeds. For Cash Deposit, City shall provide thirty (30) days written notice prior to expending the Proceeds. For Escrow Account or a Dedication of Funds in a Construction Loan Account, Financial Institution shall remit the Proceeds to City within thirty (30) days of City's written demand. For Irrevocable Letter of Credit, Issuer shall remit the Proceeds to city within thirty (30) days of City's written demand or as otherwise noted in the Irrevocable Letter of Credit.

9. System Reductions.

(a) Compliance Required. Reduction amounts shall be determined in the sole discretion of City and as otherwise provided by this Agreement and City ordinance. No reduction or release shall be authorized until such time as City has inspected the Public Improvements and found them to satisfactorily meet the Compliance Requirements. Completion of Public Improvements, even if verified by City, shall not entitle Applicant to an automatic release of any part of the Proceeds.

(b) System Reductions. Not more frequently than once every thirty (30) calendar days, Applicant may request a partial release of the Proceeds upon completing all Public Improvements for a system category specified in Exhibit "A;" provided that a system release for landscaping improvements may be approved by the city engineer upon substantial completion in accordance with the West Jordan City Code. After the Public Improvements for the system category are inspected by the City, the amount of reduction shall be determined by the City Engineer. Except as otherwise allowed by the West Jordan City Code for landscaping improvements, the reduction shall not exceed 90% of the amount set forth in Exhibit "A" for the system category in which reduction is sought. System reductions shall be evidenced by the written authorization of the West Jordan City Engineer. System reductions shall not apply to Public Landscaping Improvements.

(c) Warranty Reduction. Applicant may request a warranty reduction after all Public Improvements for the Project are complete; provided that, Public Landscaping Improvements may be completed separately, and Proceeds associated with Public Landscaping Improvements may be reduced and retained separately. The amount of the reduction shall be determined by the City Manager after recommendation of the City Engineer and shall not exceed ninety percent (90%) of the Proceeds (the "Warranty Reduction"). The Warranty Reduction shall be evidenced by the written authorization of the West Jordan City Manager. Applicant expressly agrees that, notwithstanding any system reduction(s)

requested by Applicant or granted by City, an amount equal to ten percent (10%) of the Proceeds shall be retained (the "Retainage") until final release.

- (d) Release of Retainage. Release of the Retainage shall occur as set forth below.

10. Warranty and Maintenance of Public Improvements.

(a) **Warranty of Public Improvements.** Applicant hereby unconditionally warrants that the Public Improvements shall remain free from defects in materials, workmanship or design such that the Public Improvements continue to meet the Compliance Requirements throughout the Warranty Period, and for Public Landscaping Improvements, the Landscaping Warranty Period. The Applicant shall be responsible for replacement and repair of all defects.

(b) **Warranty Inspection and Punch List.** After all Public Improvements for the Project are complete, Applicant shall request, in writing, a City inspection (the "Warranty Inspection"); provided that, Public Landscaping Improvements may be completed and inspected separately. City shall perform the Warranty Inspection within fifteen (15) calendar days and shall provide to Applicant a written list of substandard or defective conditions that require completion or repair (the "Punch List"). The Punch List will expire forty-five (45) calendar days after it is prepared. If Applicant fails to complete and repair the Punch List items within forty-five (45) days or a written request for reinspection or certificate of completion is not submitted, the following shall apply: i) Developer shall be responsible for the cost of each additional inspection and preparation of additional Punch Lists; ii) the Public Improvements shall not be accepted by the City, the Warranty Period shall not commence and the Developer will remain responsible for all cost and expense of repairing the improvements, including, without limitation, administrative costs, labor and materials costs; iii) the Developer shall be responsible for all additional deterioration and damage caused by the failure to timely correct defective conditions or request the reinspection; and iv) the City shall have the right to make demand on the proceeds of the financial assurance for incomplete, unsatisfactory or defective items..

(c) **Commencement of the Warranty Period and the Landscaping Warranty Period.** The Warranty Period shall commence on the date of Public Improvement Acceptance as set forth in West Jordan City Code. Public Landscaping Improvements may be accepted separately and be subject to a different Warranty Commencement Date.

(d) **Maintenance of Public Improvements.** During the Warranty Period it will be the City's obligation to provide maintenance of the Public Improvements, except that the City shall not be obligated to maintain Public Landscaping Improvements unless Developer has submitted, and the City has approved a maintenance plan for Public Landscaping Improvements.

11. Final Release of Proceeds.

(a) **Final Release.** Final Release shall occur only after completion of the applicable Warranty Period, inspection, and verification by the City Engineer and the City Manager that the Public Improvements have been installed and repaired to the satisfaction of City pursuant to this Agreement and the Compliance Requirements. Public Landscaping Improvements may be completed, inspected and applicable portions of the Proceeds released separately. Final Release shall be evidenced in writing by the West Jordan City Manager.

- (b) **Final Inspection and Final Punch List.** Applicant may request a City inspection (the "Final

Inspection”) upon completion of the following: (i) the Warranty Period for Public Improvements exclusive of landscaping; and (ii) the Landscaping Warranty Period for Public Landscaping Improvements. City shall perform the Final Inspection within fifteen (15) calendar days and shall provide to Applicant a written list of substandard or defective conditions that require completion or repair (the “Final Punch List”). Applicant shall then have forty-five (45) calendar days to complete and repair the Final Punch List items, at which time City will conduct a re-inspection. If Applicant fails to complete and repair the Final Punch List items within forty-five (45) days or a written request for reinspection or certificate of completion is not submitted, the following shall apply: i) Developer shall be responsible for the cost of each additional inspection and preparation of additional corrections lists; ii) the Developer shall be responsible for all additional deterioration and damage caused by the failure to timely correct defective conditions or request the reinspection; and iii) the City shall have the right to make demand on the proceeds of the financial assurance for incomplete, unsatisfactory or defective items.

12. Use of Proceeds. In the event the Public Improvements are not installed to the satisfaction of City pursuant to this Agreement and the Compliance Requirements, the Punch List items or Final Punch List items are not timely completed, or Applicant otherwise Fails to Perform, City may use and expend all the Proceeds, or such lesser amount as may be necessary, to complete and repair the Public Improvements to satisfactory condition.

(a) **Cost of Completion.** The cost of completion shall include, but not be limited to, construction costs and any Incidental Costs incurred by City in completing and repairing the Public Improvements.

(b) **Inadequate Proceeds.** If the Proceeds are inadequate to reimburse the City for the cost of completion, for whatever reason, including previous system reductions, Applicant shall be responsible for the deficiency independent of the financial assurance. Additionally, no further permits or business licenses shall be issued, and City may immediately pursue any and all remedies for failure to comply, including suspension or revocation of any existing permits or business licenses, as permitted by the West Jordan City Code, state and federal law.

(c) **Access to Property.** Should City elect to use the Proceeds to complete and repair the Public Improvements to satisfactory condition, Applicant herein expressly grants to City, and any contractor or other agent hired by City, the right of access to the Project property in order to complete and repair all of the Public Improvements.

13. Failure to Perform. A Party’s Failure to Perform shall give the other Party the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement.

14. Applicant Indemnification and Insurance.

(a) **Indemnification.** Applicant agrees to indemnify, defend, and save harmless City, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation and maintenance of the Public Improvements prior to Final Acceptance as described herein, and from and against any and all liability which may arise as a result of any Public Improvements which are defective. This indemnification requirement includes indemnification for claims for attorney’s fees, court cost and litigation expenses, of whatever type and amount. With respect to Applicant’s agreement to defend City, as set forth above, City shall have the option to either provide its own defense, with all costs for such being borne by Applicant, or require that Applicant undertake the defense of City.

(b) **Insurance.** Should City elect to install, complete, or remedy any defect in or damage to the

Public Improvements, Applicant shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to Applicant or its property as a result of the work of any contractor or agent hired by City to complete or remedy the Public Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by City. Applicant shall indemnify, defend, and hold harmless City, its officers, employees, and agents for any liability which exceeds the insurance policy limit. City, at its option, may collect and expend the Proceeds to make the premium payments should Applicant fail to pay said premium. No permit, approval or business license shall be issued by City, and any existing permit, approval, or business license may be suspended until said premium is initially paid and a financial assurance is in place to cover subsequent payments. Applicant further expressly agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees for or from any damage or loss suffered or any judgment resulting from the work of any contractor or agent hired by City to install, complete, or remedy any defect in or damage to the Public Improvements.

15. No Third-Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to City and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. City and Financial Institution shall not be liable to claimants or others for obligations of Applicant under this Agreement. City shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

16. Attorney's Fees. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any Party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing Party to the controversy shall pay to the successful Party reasonable attorney's fees incurred by such Party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

17. Time is of the Essence. Time is of the essence of this Agreement. In case either Party shall Fail to Perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other Party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this Agreement.

18. Notice; Inducement; Integration; Modification; Captions; Severability; Governing Law; No Waiver.

(a) Notice to Applicant or City shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

(b) The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

(c) This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter herein.

(d) This Agreement may be amended or modified only by a written instrument executed by the Parties. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or described the scope, content, or intent of any part or parts of this Agreement.

(e) If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the

remaining portions shall not be affected thereby, but shall remain in full force and effect.

(f) This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by City of West Jordan ordinances in effect at the time of the execution of this Agreement. However, the Parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of City, shall also apply to the Project which is the subject of this Agreement.

(g) The failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a Failure to Perform thereof shall not constitute a waiver of any such Failure to Perform or any other covenant, agreement, term, or condition. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Failure to Perform.

19. Effect of Agreement; Release of Claims. Nothing in this Agreement shall be construed to relieve Applicant of any obligations imposed on Applicant by Federal or State laws, City and County ordinances, regulations, or standards. **It is the intent of the Parties that that this Agreement serve as a complete release and waiver by Applicant of any and all claims Applicant has or may claim to have with respect to the City's application of the 2009 City Code to the Project or the imposition of any requirement expressly set forth in this Agreement. Moreover, Applicant hereby releases and waives any and all claims Applicant may have against the City with respect to any land use application submittals, acceptances, approvals, denials or processing with respect to the Project occurring prior to the Effective Date.**

SIGNATURE PAGE

In witness whereof, the Parties have executed this Public Improvement Construction and Assurance Agreement as of this _____ day of _____, 20____ (the "Effective Date").

CITY OF WEST JORDAN

ATTEST:

By _____

West Jordan City Clerk

Title _____

APPROVED AS TO LEGAL FORM:

West Jordan City Attorney

APPLICANT

By _____

Title _____

Applicant Acknowledgment

STATE OF _____)

:SS

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the forgoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

My Commission Expires: _____

NOTARY PUBLIC

Residing in _____ County, _____

EXHIBIT E

ANTICIPATED INFRASTRUCTURE *

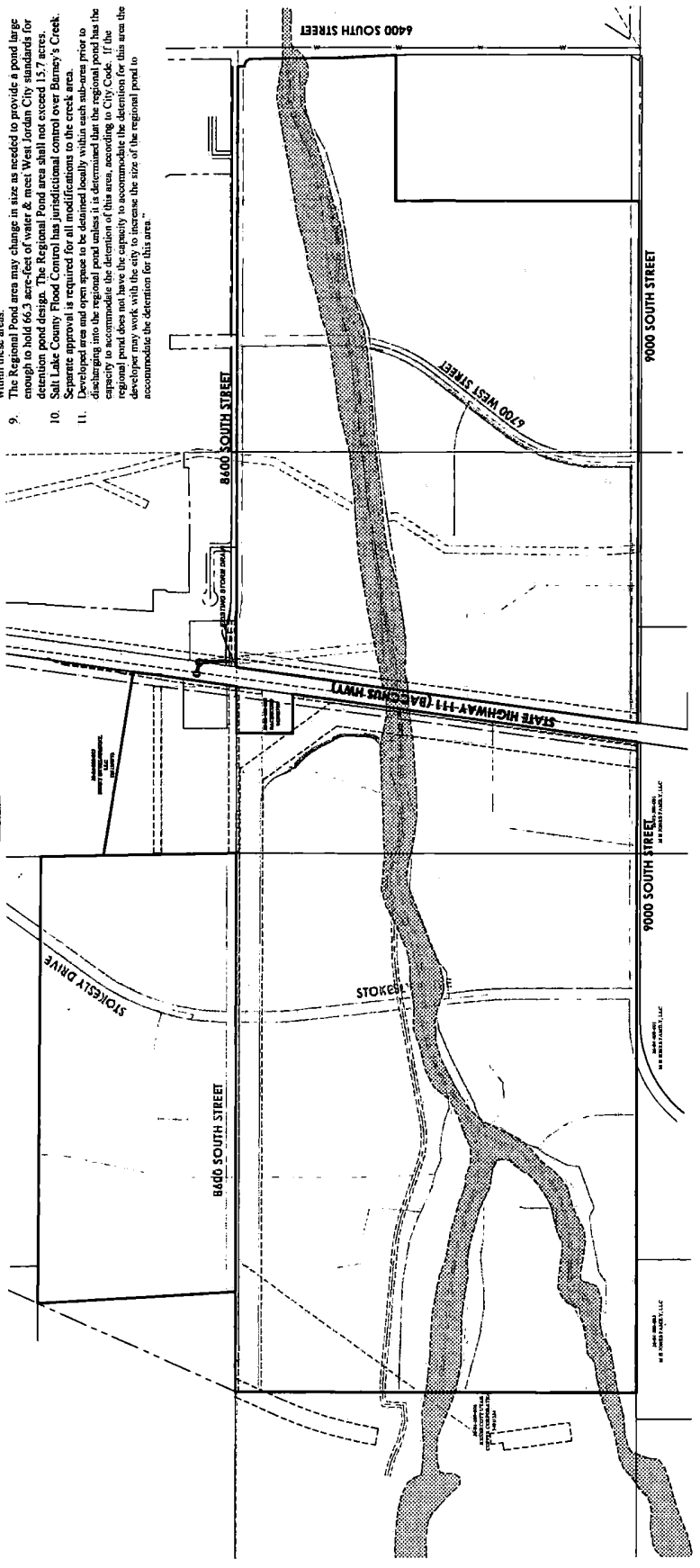
(*link embedded electronically)



LEGEND

- EXISTING WEST JORDAN STORM DRAIN
- EXISTING BARNEY'S CREEK DRAINAGE CHANNEL
- DEVELOPED AREA AND OPEN SPACE TO BE DETAINED PER NOTE #11
- 66.3 ACRE-FT MASTER PLANNED REGIONAL POND
- DEVELOPED AREA TO BE DETAINED FOR STORM WATER DISCHARGE OUTSIDE OF BARNEY'S CREEK
- FEMA FLOODPLAIN ZONE A

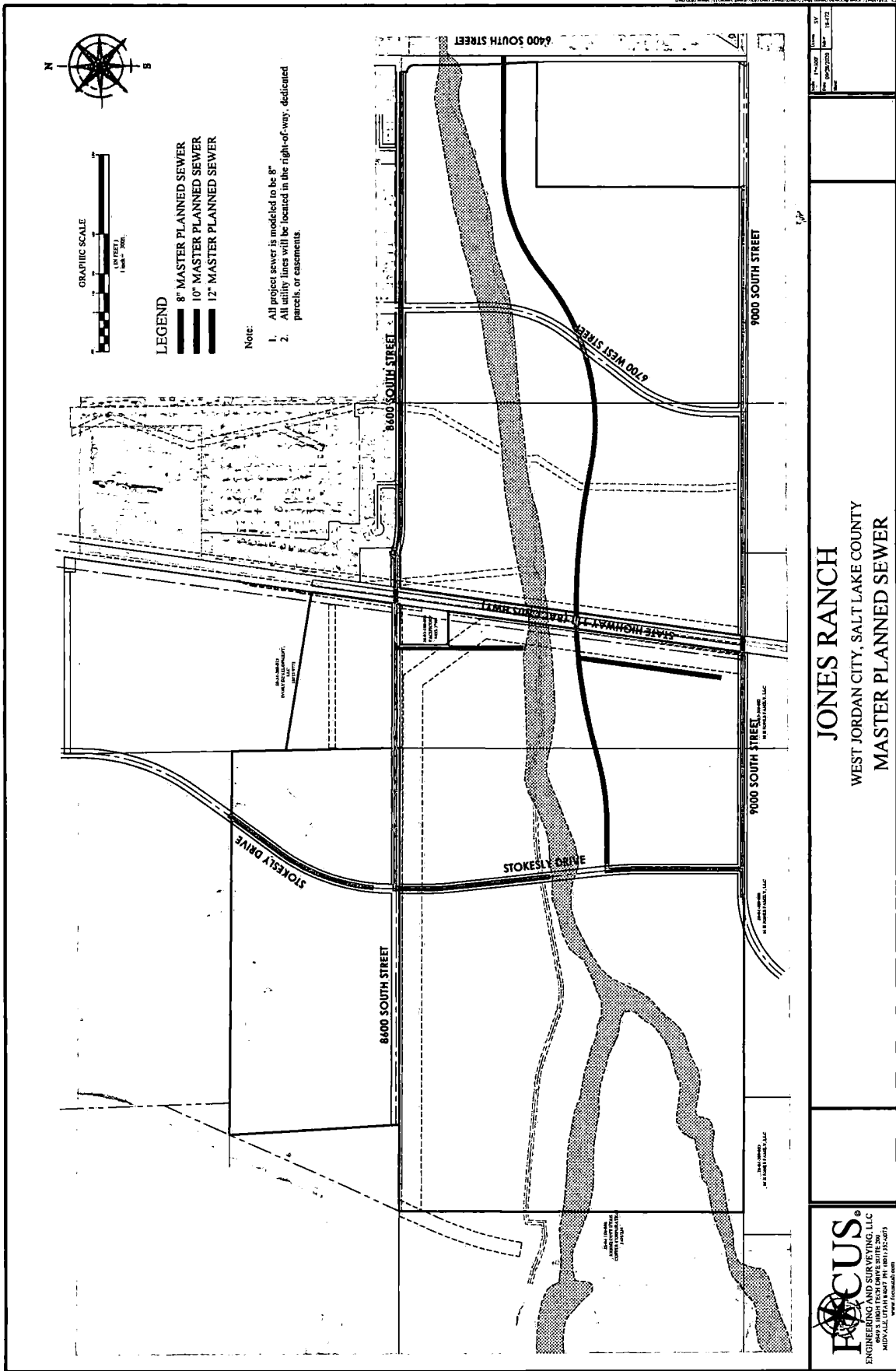
- Note:
1. All detention ponds (excluding the Regional Pond) shall be sized for the 100 year 24 hour event with a discharge of 0.2 cfs/acre
 2. The Regional Pond will be designed with a release rate of 3 CFS.
 3. All storm drain piping will be sized with final design. Pipes will be sized to convey the 10 year 24 hour event, except pipes conveying a wash or creek, which shall be designed for a 100-year event.
 4. All detention ponds will be designed with final design
 5. It is anticipated that all storm drain will discharge into Barney's Creek or an existing West Jordan storm drain system
 6. All utility lines will be located in the right-of-way, dedicated parcels, or easements.
 7. All storm drain piping will be installed in conjunction with the easement.
 8. Open Space alignment is subject to change if storm water detention is placed within these areas.
 9. The Regional Pond area may change in size as needed to provide a pond large enough to hold 66.3 acre-feet of water & meet West Jordan City standards for detention pond design. The Regional Pond area shall not exceed 15.7 acres.
 10. Salt Lake County Flood Control has jurisdictional control over Barney's Creek. Separate approval is required for all modifications to the creek area.
 11. Developed area and open space to be detained locally within each sub-area prior to discharging into the regional pond unless it is determined that the regional pond has the capacity to accommodate the detention of this area, according to City Code. If the regional pond does not have the capacity to accommodate the detention for this area the developer may work with the city to increase the size of the regional pond to accommodate the detention for this area.



JONES RANCH
 WEST JORDAN CITY, SALT LAKE COUNTY
MASTER PLANNED STORM DRAIN

DATE: 11-2009
 DRAWN: MJD/STP
 CHECKED: [blank]

SCALE: 3/4" = 1'-0"



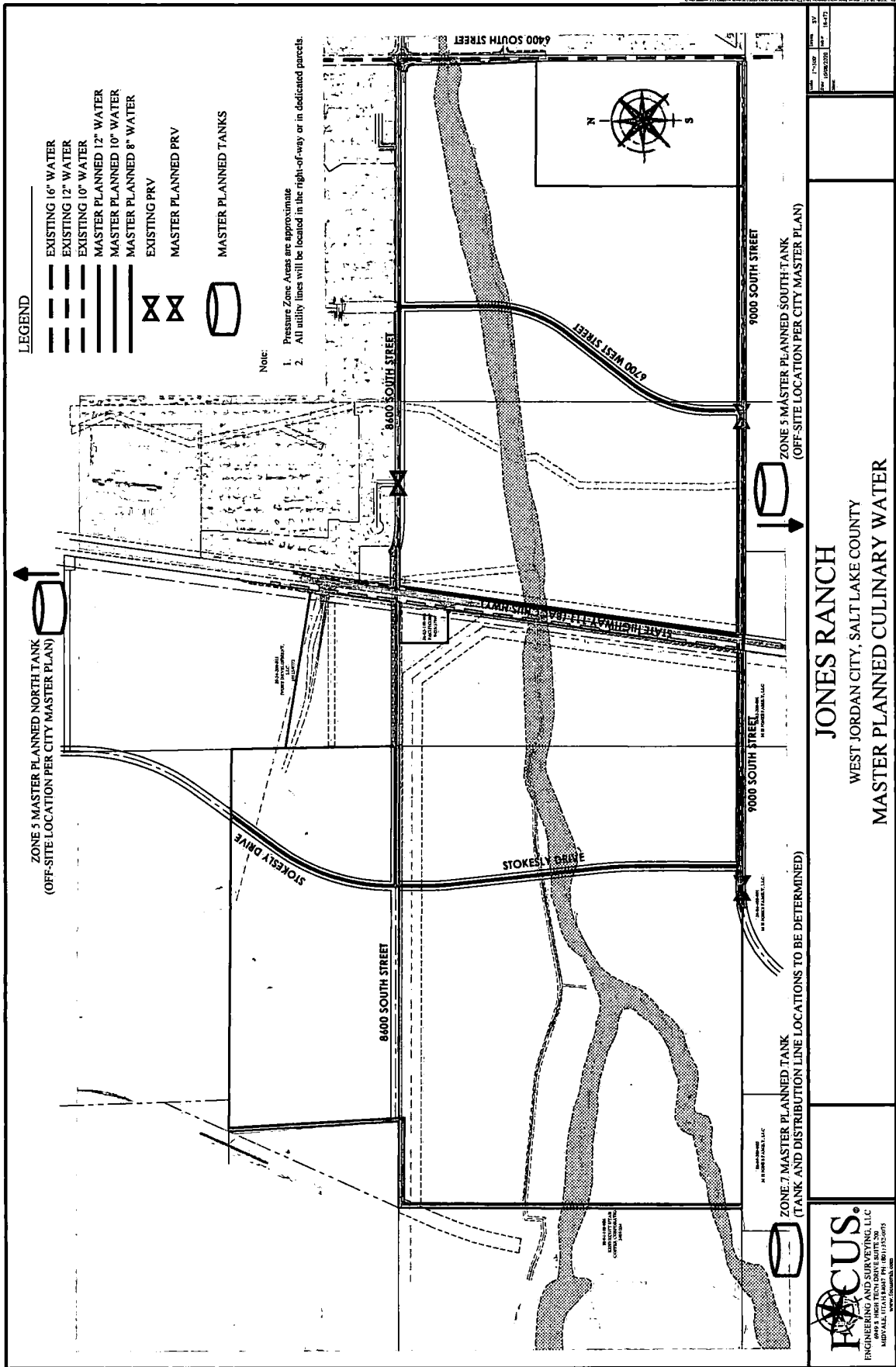
- LEGEND**
- 8" MASTER PLANNED SEWER
 - 10" MASTER PLANNED SEWER
 - 12" MASTER PLANNED SEWER

Note:

1. All project sewer is modified to be 8"
2. All utility lines will be located in the right-of-way, dedicated parcels, or easements.

JONES RANCH
 WEST JORDAN CITY, SALT LAKE COUNTY
 MASTER PLANNED SEWER

FOCUS
 ENGINEERING AND SURVEYING, LLC
 8045 S. JIMMYEACH DRIVE, SUITE 200
 MIDVALE, UTAH 84047
 (801) 261-1500
 WWW.FOCUS-UTAH.COM



- LEGEND**
- EXISTING 16" WATER
 - EXISTING 12" WATER
 - EXISTING 10" WATER
 - MASTER PLANNED 12" WATER
 - MASTER PLANNED 10" WATER
 - MASTER PLANNED 8" WATER
 - EXISTING PRV
 - MASTER PLANNED PRV
 - MASTER PLANNED TANKS

Note:
 1. Pressure Zone Areas are approximate
 2. All utility lines will be located in the right-of-way or in dedicated parcels.

| | | | |
|-------------|-------------|-------------|----------|
| DATE | 11/13/09 | BY | ST |
| PROJECT | JONES RANCH | DATE | 11/13/09 |
| SCALE | AS SHOWN | PROJECT NO. | 11116 |
| DESIGNED BY | | CHECKED BY | |
| DRAWN BY | | DATE | 11/13/09 |

JONES RANCH
 WEST JORDAN CITY, SALT LAKE COUNTY
MASTER PLANNED CULINARY WATER

FOCUS
 ENGINEERING AND SURVEYING, LLC
 800 S. HIGH TECH DRIVE, SUITE 200
 WEST JORDAN, UT 84081
 TEL: 801.438.8800 FAX: 801.438.8801
 WWW.FOCUSUT.COM

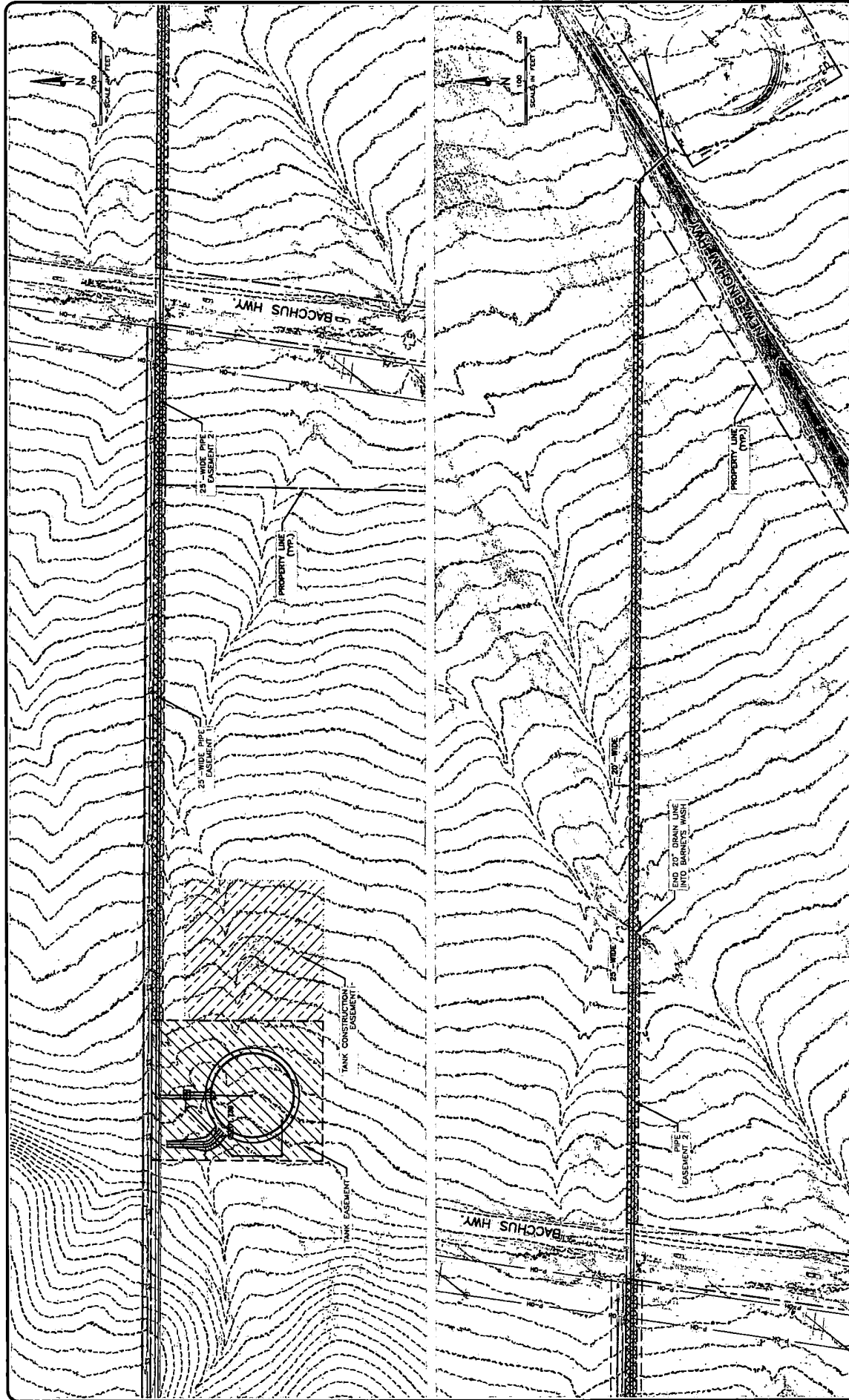


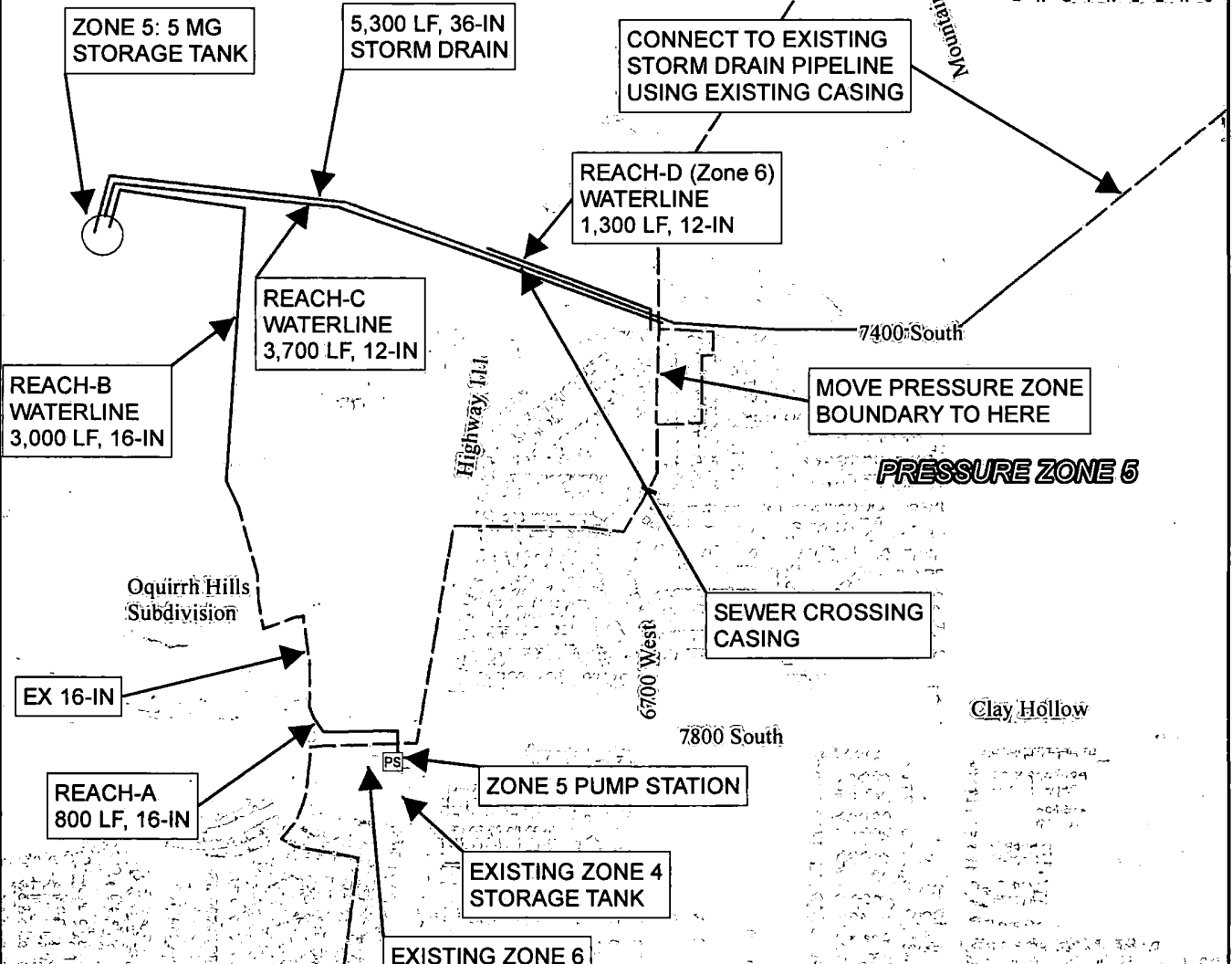
FIGURE 3

PIPE ALIGNMENT AND EASEMENTS

FILE MAKE PROJECTS\089 - WEST JORDAN\34.100 - ZONE 3 SOUTH TANK SITE\CAD\WORKING\EASEMENT FIGURE.DWG (02) FILE DATE: 8/27/2019 14:07:46 (02)



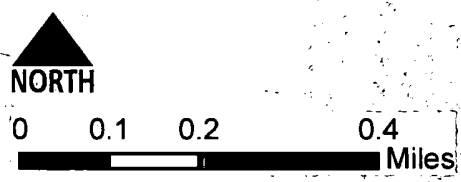
**FIGURE 1
WEST JORDAN CITY
DRINKING WATER
NEW NORTH PRESSURE ZONE 5 FACILITIES**

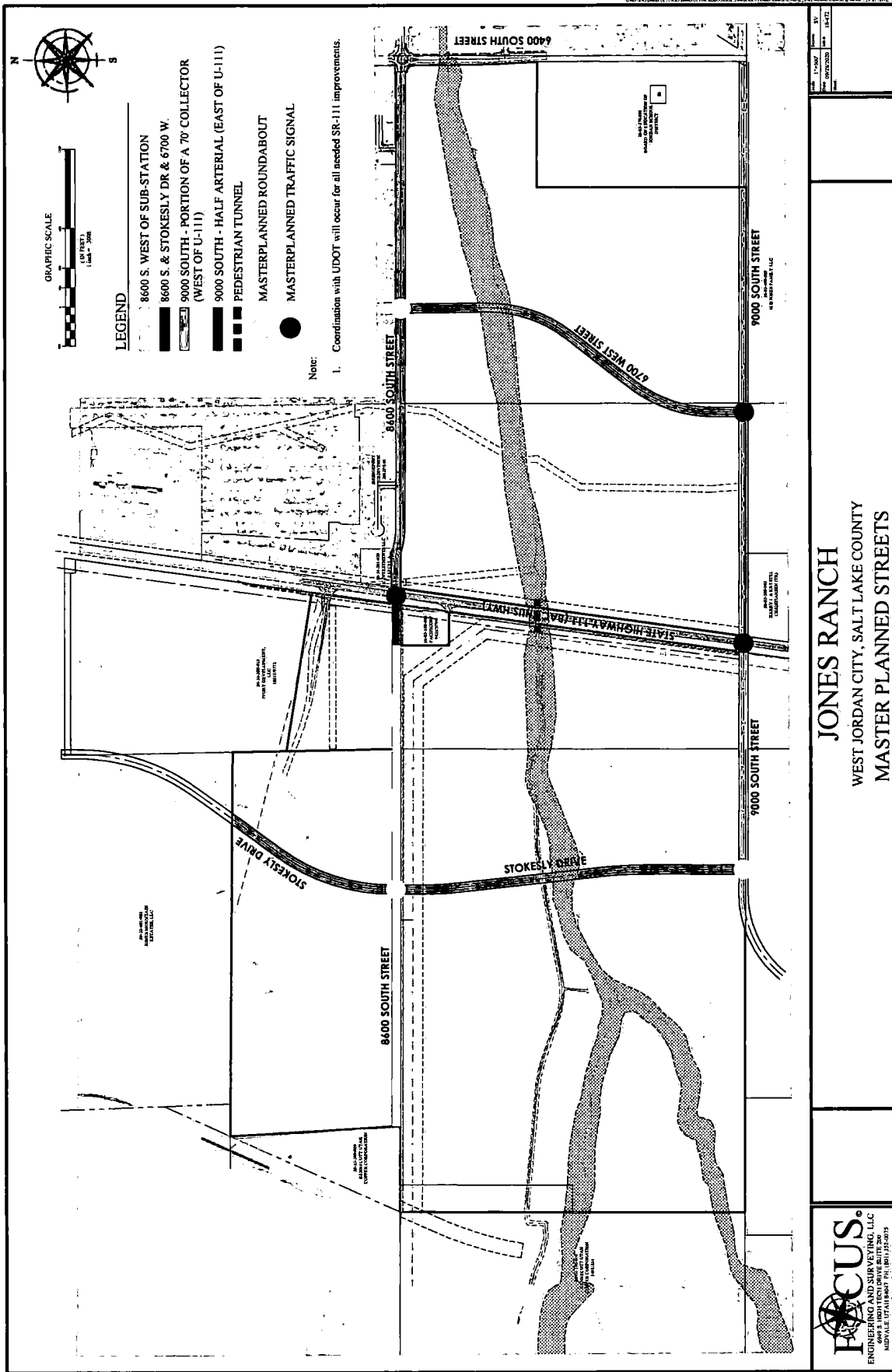


Legend

- Existing Storm Drain
- Future Pressure Zone Boundary
- New Zone 6 Interconnect
- Existing Water Pipeline
- Pressure Zone Boundary
- Drain Pipeline
- New Water Pipeline
- PS New Pump Station
- New Storage Tank

DRAFT





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