

## MAHOGANY RIDGE DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this 5<sup>th</sup> day of October, 2021 (“**Effective Date**”), by and between the Magna Metro Township (“**Magna**”) and the Developer, Ivory Development, LLC (“**Developer**”), a Utah limited liability company.

### RECITALS

- A. Magna enters into this Agreement pursuant to the powers granted by Utah Code Annotated § 10-9a-102(2), as amended.
- B. Developer owns certain real property in Magna, located at 8230 West 4100 South (the “**Property**”), more particularly described in **Exhibit A**, which it desires to develop as a mixed-use planned community (the “**Community**”), to be known as the Mahogany Ridge Master Planned Community, as shown on the PC-Plan (“**PC-Plan**”) attached hereto as **Exhibit “B.”**
- C. In accordance with Utah Code § 10-9a-603 and Magna Code, Chapter 19.69, Developer has prepared and submitted to Magna the PC-Plan of the proposed Community, which sets forth the number and density of the dwelling units and other structures, streets, and improvements planned for the Community.
- D. The Magna Metro Township Council (the “**Council**”) approved the Rezone from A-20 to P-C on April 27, 2021, pursuant to Resolution 21-04-02 (attached hereto as **Exhibit “C”**).
- E. The Council has authorized the negotiation and adoption of this Development Agreement as advancing the health, safety, and welfare of the community and the policies, goals, and objectives of any Plan in place governing development in the Magna area.
- F. Developer agrees to the terms of this Agreement and acknowledges its obligation to develop the Community as depicted on the PC-Plan and pursuant to this Agreement, in a manner consistent with the expectations of the Council and the regulations of the applicable land use ordinances.
- G. Consistent with the foregoing, and the provisions of Utah State law and Magna Code, the Council originally authorized execution of this Agreement, and approved the PC-Plan, on May 25, 2021 and authorized the amendments to Section 2.6.2 on July 27, 2021. (Copies of the May 25 approved minutes and July 27 approved minutes are attached as **Exhibit “D”**.)

13809012  
10/27/2021 10:23 AM \$0.00  
Book - 11259 Pg - 8983-9052  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
MAGNA METRO TOWNSHIP  
SLCO COUNCIL CLERK N WATT  
2001 S STATE ST STE N2-700  
SLC UT 84190  
BY: DNA, DEPUTY - WI 70 P.

## AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

### 1. Incorporation.

**1.1 Recitals.** The recitals set forth above are incorporated herein by this reference.

**1.2 Exhibits.** The exhibits attached hereto are likewise incorporated herein by this reference:

Exhibit A	Legal Description
Exhibit B	PC-Plan
Exhibit C	Resolution Approving the PC-Plan
Exhibit D	Resolution Authorizing Execution of the Agreement
Exhibit E	Residential Architectural Precedents

### 2. Developer Obligations.

**2.1 Before Construction.** Prior to commencement of any construction on the Community site, Developer must (a) show satisfactory proof of each of the following: (i) the transfer of water rights to Magna sufficient to supply the needs of the Community; (ii) the payment of required performance guarantees; (iii) the payment of all taxes on the Property; (iv) the payment of electrical materials and labor; (v) the payment of public works testing and inspection fees; (b) complete a preconstruction meeting with representatives of the Council; and (c) satisfy all development processes in accordance with Magna Code Chapter 19.69, including submission and approval of a community structure plan.

**2.2 Construction of the Community.** Developer agrees to complete the Community in accordance with the PC-Plan, Magna Code Chapter 19.69, and other associated Magna ordinances. Any variation therefrom shall require an amendment under Section 6.6 hereof.

**2.2.1 Dedication of Public Infrastructure.** Developer will dedicate to Magna all roads and other applicable public infrastructure within the Community (the "Public Infrastructure").

**2.2.2 Building Permits.** All infrastructure, roadways, and improvements associated with the Community must be completed, inspected, approved, and, where applicable, appropriately dedicated prior to the issuance of any building permits for the Project or any phase thereof.

**2.2.3 Geotechnical Studies.** Installation of improvements and building construction must follow the recommendations of any geotechnical report applicable to the Property.

**2.2.4 Drainage.** Improvements in the Community must be completed in a manner that controls runoff from impervious cover.

**2.3 Community Particulars.** The PC-Plan contemplates the construction of up to 816 residential units in multiple phases, along with a minimum 5 acres of non-residential land uses. Developer agrees to develop the Community accordingly, subject to the provisions of Utah law and Magna's ordinances, policies, standards, and procedures in effect as of the date of this Agreement ("**Vested Laws**"). Development of the Community shall therefore accord with the Vested Laws, any applicable future laws (as defined in Section 3.3. hereof), the PC-Plan and this Agreement.

**2.3.1 Utility Easements.** Prior to construction, Developer shall convey or dedicate or cause to be conveyed or dedicated to the applicable public entity or other applicable utility provider, at no cost, such required utility easements on or across the Community as necessary to facilitate the extension of required utility services to be constructed to and throughout the Community.

**2.3.2 Roads, Driveways, and Sidewalks.** Roads, driveways, and sidewalks within the Community shall be consistent with the approved road details, as shown in **Exhibit "B"** hereto, subject to technical review and approval by Salt Lake County Engineering.

**a. Sidewalks and Private Driveways.** Sidewalks and private driveways shall be designed to provide unobstructed access to the residences within the Community by residents, service providers, and public safety personnel and apparatus.

**b. Private Roads.** Private roads in the Community, will be owned by the property owners and maintained by the homeowner's association created pursuant to Section 2.5 hereof.

**c. Ingress/Egress.** Developer shall, at all times, provide the Community with two points of ingress/egress, including temporary access during construction.

**d. Garages.** Garages must be maintained as off-street parking space and shall not be used or converted in a manner that will eliminate covered off-street parking.

**2.3.3 Project Amenities and Landscaping.**

**a. Amenities.** Developer shall provide open space, services, and amenities for the use of the Community residents consistent with the

Community amenities and open space plan as shown in **Exhibit "B"** hereto, and the provisions of the PC-Plan.

b. **Open Space.** Open Space shall be defined as all public and private open space, including but not limited to parks and privately owned areas outside of the public right of way.

b. **Landscaping.** Developer shall install and maintain landscaping consistent with the Landscape Design Guidelines Summary as shown in (**Exhibit "B"**). Landscaping for each residential unit shall be installed within nine (9) months of issuance of a certificate of occupancy, and shall include an automatic, underground sprinkler system.

**2.3.4 Residential Dwelling Design Elements.** The Community will consist of single-family homes, cluster homes, and townhomes, to be constructed consistent with the particulars set forth in **Exhibit "B"**.

**a. Construction Particulars:**

i. Dwellings will be designed to have a variety of exterior elevations with strict avoidance of tract housing, file plans, repetitive use of architectural themes and colors. It will be required for the massing of homes to be scaled in such a way that it relates to the residents living within the Village and Neighborhood Districts 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.

ii. All exterior walls facing a public road shall include appealing architectural features such as multiple roofline pitches and gables, dormers, wall articulation including insets and pop-outs.

iii. The exterior design and materials must be similar with the exterior elevations set out in **Exhibit "E."** The exterior materials shall be hard surface materials, including brick, stucco, stone, and cementitious siding. Natural wood, metal, and vinyl and aluminum siding may be used to enhance architectural features.

iv. Each dwelling unit shall include an attached two-car garage. The garage will be designed to accommodate side by side or tandem parking.

**2.3.5 Variation.** The Parties acknowledge that the final layout of the Community may vary from that shown on the PC-Plan due to unforeseeable market forces and other factors. However, pursuant to Section 2.2 hereof, any such variation, shall require an

amendment under Section 6.6. In no event may such variation increase the number or density of the dwelling units.

**2.4 Assurance for Completion of Improvements.** If and to the extent required by the Vested Laws, Developer agrees to provide a performance guarantee for all infrastructure improvements that will be dedicated to Magna, required landscaping, and project amenities unless otherwise provided by Chapter 10-9a of the Utah Code. The performance guarantee must comply with Magna Code Section 19.02.110. Partial releases of any such required security will be made as work progresses based on the Vested Laws.

**2.5 Recordation of Project Declaration.** Prior to the conveyance of any lot in the Community, Developer shall cause to be recorded against the Community a Declaration which shall:

**2.5.1** Run with the land regardless of ownership;

**2.5.2** Provide for the creation of a homeowner's association responsible to maintain common areas within the Community and with the requisite authority to assess maintenance fees and enforce the requirements of the Declaration; and

**2.5.3** Set forth reciprocal Covenants, Conditions, and Restrictions regarding acceptable aspects of acceptable building styles, architectural details, exterior materials, dwelling sizes, and other design guidelines Magna and Developer may deem necessary and appropriate.

**2.6 District Development Standards.**

**2.6.1 Neighborhood District Development Standards.** In addition to the Construction Particulars identified for the Community, the following development standards are expressly incorporated for each Neighborhood District:

- a. For all residential areas of Neighborhood Districts with a residential density between 4 and 8 units per gross acre, the development standards are defined in Exhibit B. For purposes of this Agreement, "gross acre" means the entire acreage within a District, inclusive of open space, private roads, and other rights of way. Roads dedicated to public use are not included in calculation of "gross acre."

**2.6.2 Village District Development Standards.** In addition to the Construction Particulars identified for the Community, the following development standards are expressly incorporated for each Village District:

- b. For all residential areas of Village Districts with a residential density between 9 and 20 units per gross acre, the development

standards are defined in Exhibit B. For purposes of this Agreement, “gross acre” means the entire acreage within a District, inclusive of open space, private roads, and other rights of way. Roads dedicated to public use are not included in calculation of “gross acre.”

- a. For all mixed-use areas of Village Districts, the development standards are defined in Exhibit B.
- b. For all commercial areas of Village Districts, the development standards are defined in Exhibit B.

### **3. Vested Rights and Reserved Legislative Powers.**

**3.1 Zoning; Vested Rights.** The Property is zoned Planned Community (PC), a zone which accommodates and allows the development contemplated by this Agreement and depicted in the PC-Plan.

**3.1.1 Rights to Develop.** To the maximum extent permitted at both law and equity, the Parties intend that this Agreement grant Developer all rights to develop the Project in fulfillment of this Agreement, the Vested Laws, the Zoning Map, and the PC-Plan, except as specifically provided herein.

**3.1.2 Vested Rights.** City and Master Developer intend that this Agreement confirms that the Project is vested in accordance with the PC-Plan without modification or interference by City except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. 10-9a-509. By way of further clarification, the Property is vested with the right to develop and locate on the Property the uses, designs, and densities set forth in the PC-Plan, and to develop in accordance with dimensional requirements as allowed by applicable law. As of the date of this Agreement, Magna confirms that the uses, configurations, densities, and other development standards reflected in the PC-Plan are approved under, and consistent with, Magna’s existing laws, Zoning Map, and General Plan, including, without limitation, the approved PC-Plan allowing for up to 816 residential units. Developer shall have the vested right to develop and construct the Community in accordance with the PC-Plan. The Property is also vested with access to all Magna roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to the Property 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.

**3.2 Reserved Legislative Powers.** Developer acknowledges that Magna is restricted in its authority to limit its police power by contract and that the limitations to that power set forth herein are intended to reserve to Magna all of the police power that cannot be so limited.

**3.2.1 Modification to Developer's Vested Rights.** Notwithstanding the retained power of Magna to enact such legislation under its police powers, such legislation shall only be applied to modify Developer's vested rights where Magna finds, on the record, demonstrable by clear and convincing evidence, that such modification is necessary to prevent physical harm to a third party, which harm did not exist at the time of the execution of this Agreement, and which, if not addressed, would jeopardize a compelling, countervailing public interest as contemplated in Utah Code § 10-9a-509(1)(a)(ii)(A).

**3.2.2 General Application.** Any proposed change affecting Developer's vested rights, pursuant to Section 3.2.1 hereof, shall be of general application to all development activity in Magna, and, unless Magna, in good faith, declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Community project under the compelling, countervailing public interest exception to the vested rights doctrine.

**3.3 Future Laws.** "Future Laws" means the ordinances, policies, standards, and procedures in effect in Magna at a particular time in the future when and if Developer submits a development application for any part of the Community project. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a development application for the entire Community project under Magna's Future Laws so long as Developer is not then in breach of this Agreement. The Parties agree that, unless Developer so elects, the Future Laws shall not apply to Developer's submission for approval of any community structure plan, project pan/subdivision plat, or site plan approval consistent with the PC-Plan and Chapter 19.69 of the Magna Code.

#### **4. Term.**

**4.1 Effective Date.** This Agreement is effective upon the date indicated in the preamble.

**4.2 Recordation.** Upon its execution, Magna shall cause this Agreement to be recorded in the office of the Salt Lake County Recorder.

**4.3 Duration.** This Agreement shall run with the land and continue in full force and effect until 20 years after the Effective Date. All of the Developer's obligations and duties shall survive termination of this Agreement.

**5. Reimbursement.** If the Developer's development of the Property triggers the need for any "oversized" or "system" improvements, as system improvements are defined by Utah Code Sections 11-36a-101, et seq., then Developer and City shall enter into a separate reimbursement or pioneering agreements to set the terms for the repayment that assure a full reimbursement in a commercially reasonable period of time and on commercially reasonable terms. For purposes of this Section 5, system improvements shall mean those improvements that are not "project improvements" as defined in Utah Code Section 11-36-102.

**6. General Provisions.**

**6.1 Governing Law.** (a) The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. (b) Venue for any action in connection with this Agreement shall be proper only in Salt Lake County, Utah, and the Parties waive any objection thereto.

**6.2 Remedies.** In any action brought in connection with this Agreement, (a) the non-defaulting party shall be entitled to all remedies available both at law and in equity, and (b) the prevailing party shall be entitled to reasonable attorney's fees and court costs.

**6.3 Waiver.** A delay in the exercise of any right or remedy shall not constitute a waiver thereof, nor shall a Party's waiver of a breach of any provision of this Agreement be construed as a waiver of any other breach of this Agreement.

**6.4 Headings.** The headings in this Agreement are for convenience only; they shall not be read to control or affect the meaning of any of its provisions.

**6.5 Integration.** This Agreement, including the exhibits, constitutes the entire agreement between the parties hereto and supersedes all prior written or oral agreements.

**6.6 Amendment.** This Agreement may be amended by the mutual written consent of the Parties or their successors or assigns. Such an amendment shall take effect upon its execution by both parties and shall be recorded with the Salt Lake County Recorder.

**6.7 Conflicting Terms.** Except as otherwise specifically and clearly stated herein, this Agreement, its exhibits, and additional documents or agreements that may be entered by or among the Parties which govern the development of the project ("Development Documents") 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, and the ordinance adopting this Agreement, as defined herein;

(ii) The rules, regulations, official policies, standards and specifications applicable to the development of the Property, including the applicable City ordinances, resolutions, state law, and federal law, shall be those in effect as of the Effective Date.

**6.8 Severability.** Should any provision of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that such severance does not defeat either the fundamental purpose of this Agreement or Developer's ability to complete the Project.

**6.9 Communication between the Parties.** Notice, consent, approval, and other communication between the Parties, provided for herein or given in connection herewith, shall be



validly served if made in writing and delivered (a) in person or by either (b) nationally recognized overnight courier, or (c) by registered or certified U.S. mail, return receipt requested, addressed as follows:

If to Magna:           **Magna Metro Township**  
8952 W Magna Main St  
Magna, UT 84044

With copies to:

**Magna Clerk**  
2001 S State St #N2-700  
SLC, UT 84190

**Greater Salt Lake  
Municipal Services District**  
2001 S State St #N3-600  
SLC, UT 84190

If to Developer:       **Ivory Development, LLC**  
978 East Woodoak Lane  
Salt Lake City, UT 84117

or to such other addresses as either party may from time to time designate serve in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective.

**6.10 Effective Date of Service.** Service in person or by nationally recognized overnight courier shall be deemed delivered upon receipt. Service by mail shall be deemed delivered 72 hours following deposit in the U.S. mail.

**6.11 Consent Not Unreasonably Withheld.** If any plan or action of either Party requires the approval or consent of the other, such approval or consent shall not be unreasonably withheld.

**6.12 Conferring regarding Denials.** Should the Municipal Services District staff recommend denial of any development application by Developer, Magna and Developer shall meet within 10 business days thereafter to resolve the issues raised in the recommendation.

**6.13 Authority.** The Parties represent (a) that they have full power and authority to enter into this Agreement, (b) that all necessary actions have been taken to give full force and effect thereto, and (c) that the individuals executing this Agreement are authorized and empowered to bind the Parties on whose behalf each is signing.

**6.14 Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors in interest, and assigns.

**6.15 Third Parties.** There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

**6.16 No Agency Created.** This Agreement creates no partnership, joint venture, or agency relationship between the parties.

**6.17 Agreement Runs with the Land.** The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Property owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Community.

**6.18 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 Property 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 Property in which it holds an interest. Any such holder who comes into possession of any portion of the Property, 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 Property, 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 Property, 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.

**6.19 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

**MAGNA**  
A Utah political subdivision

Dan W. Peay  
MAYOR

ATTEST:

Sherrie Swenson  
MAGNA CLERK/RECORDER

APPROVED AS TO FORM:  
Paul H. Astor  
MAGNA ATTORNEY

STATE OF UTAH                    )  
                                          ) ss.  
COUNTY OF SALT LAKE        )


On this 15<sup>th</sup> day of October, 2021, appeared before me Dan W. Peay, personally known to me or identified on the basis of satisfactory evidence to be the Mayor of Magna, who acknowledged to me that he executed the foregoing instrument on behalf of Magna.

WITNESS MY HAND AND OFFICIAL SEAL:

Rori L. Andreason  
Notary Public

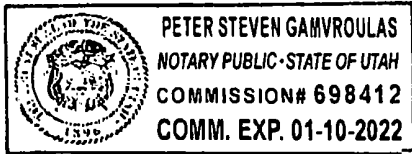


**IVORY DEVELOPMENT, LLC**  
Developer

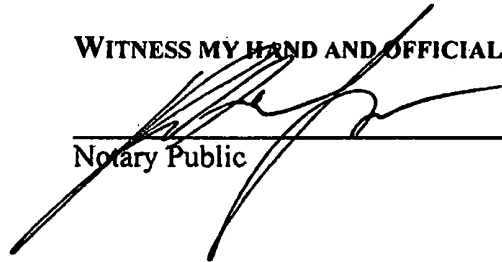
  
\_\_\_\_\_  
Bryon Prince, Vice President

STATE OF UTAH            )  
                                  ) SS.  
COUNTY OF SALT LAKE )

On this 5<sup>TH</sup> day of OCTOBER, 2021, appeared before me BRYON PRINCE, personally known to me or identified on the basis of satisfactory evidence to be the Vice President of Ivory Development LLC, who acknowledged to me that he executed the foregoing instrument on behalf of Ivory Development LLC.



WITNESS MY HAND AND OFFICIAL SEAL:

  
\_\_\_\_\_  
Notary Public

4825-8709-0912 | GR022-004

EXHIBIT A

A PARCEL OF LAND BEING A PART OF THAT ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED DECEMBER 6, 2012 AS ENTRY NO. 11529897 IN BOOK 10084, AT PAGE 9622 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, COUNTY OF SALT LAKE, STATE OF UTAH. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY RIGHT OF WAY LINE OF U-111 AT A POINT WHICH IS  $S89^{\circ}52'43''E$  146.13 FEET AND  $N00^{\circ}00'00''E$  33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES: 1)  $N00^{\circ}13'38''E$  44.42 FEET; 2) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A DISTANCE OF 109.96 FEET, A CHORD DIRECTION OF  $N44^{\circ}46'22''W$  AND A CHORD DISTANCE OF 99.00 FEET; 3)  $N00^{\circ}13'38''E$  271.49 FEET; 4)  $N90^{\circ}00'00''E$  57.19 FEET; 5)  $N00^{\circ}00'00''E$  75.00 FEET; 6)  $N90^{\circ}00'00''W$  56.89 FEET; 7)  $N00^{\circ}13'38''E$  1200.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE  $S88^{\circ}42'37''E$  1028.11 FEET; THENCE  $S13^{\circ}02'03''E$  113.53 FEET; THENCE  $S88^{\circ}42'37''E$  836.39 FEET TO THE BOUNDARY OF BURNING TOWER SUBDIVISION AS RECORDED AS ENTRY NO. 9987373; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: 1)  $S00^{\circ}01'50''W$  885.35 FEET; 2)  $S89^{\circ}52'06''E$  660.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 8000 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE  $S00^{\circ}01'50''W$  627.01 FEET TO THE NORTH RIGHT OF WAY LINE OF 4100 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE  $N89^{\circ}52'43''W$  2485.42 FEET TO THE POINT OF BEGINNING.

CONTAINS 78.49 ACRES IN AREA

## Exhibit B

# **MAHOGANY RIDGE**

*Magna, Utah*



**IVORYHOMES**

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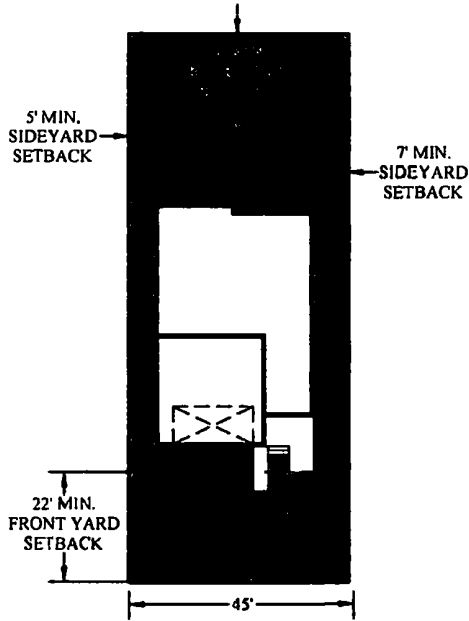
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## Neighborhood District

Homes within the Neighborhood District will be traditional single family detached homes on lots 4,500 square feet or larger, with a minimum lot width of 45 feet. The homes within the Neighborhood District will feature medium sized yards, front or side load garages, and will be located in the northeast area of the Mahogany Ridge community. The images below generally illustrate the architectural character of homes within the Neighborhood District.



-POOR COPY-  
CO. RECORDER

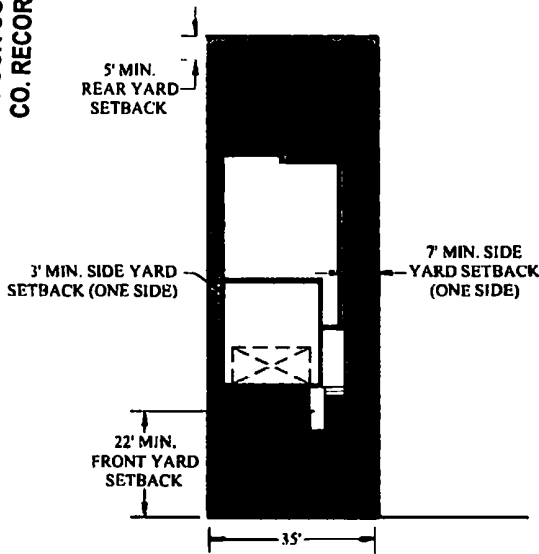
## Village District

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

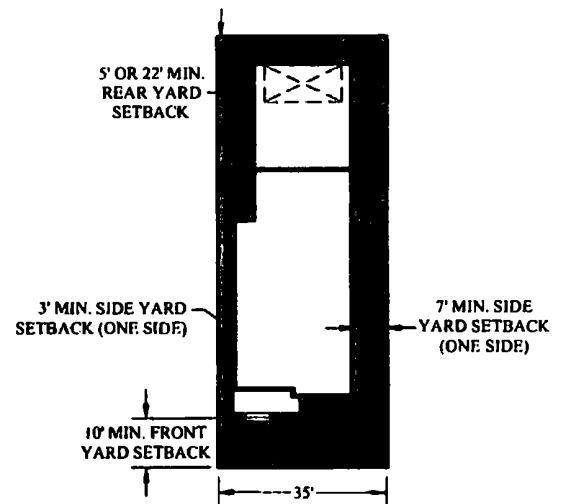
The homes within the Village District may be attached or detached, and will have two-car garages that can be accessed from the front or rear of the home. The images below generally illustrate the architectural character of homes within the Village District designation. Homes closer than five feet (5') to the property line require a firewall per International Building Code (IBC).

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CO. RECORDER

**Front-Load Cottage**



**Rear-Load Cottage**

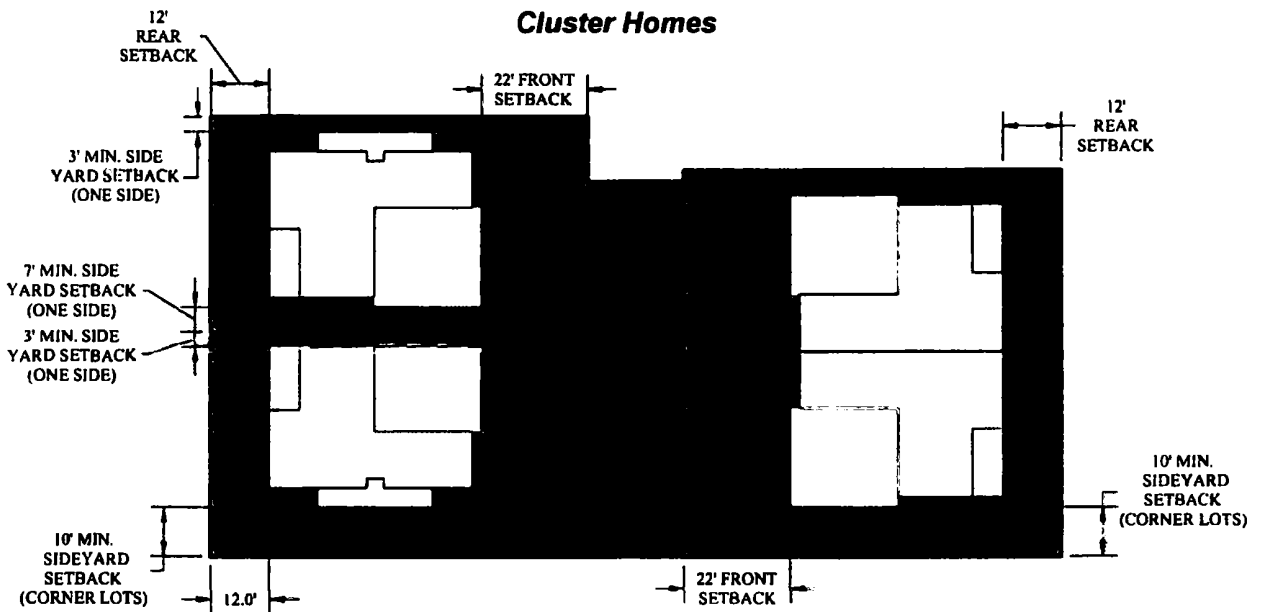


Rear-yard setbacks on rear-load cottages & townhomes shall be either 5' or 22'. In the event that the rear-load townhome has a 22' rear setback, the front setback shall be 10' instead of 22'. All rear-load towns & cluster homes shall have garage access from private lanes only.



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CO. RECORDER

**Cluster Homes**

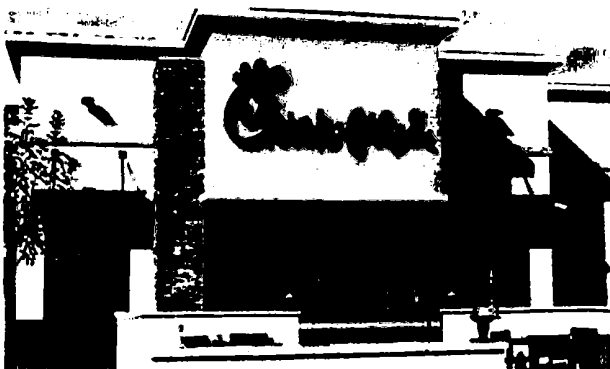


Note: All rear-load townhomes and cluster homes shall have garage access from private lanes only.

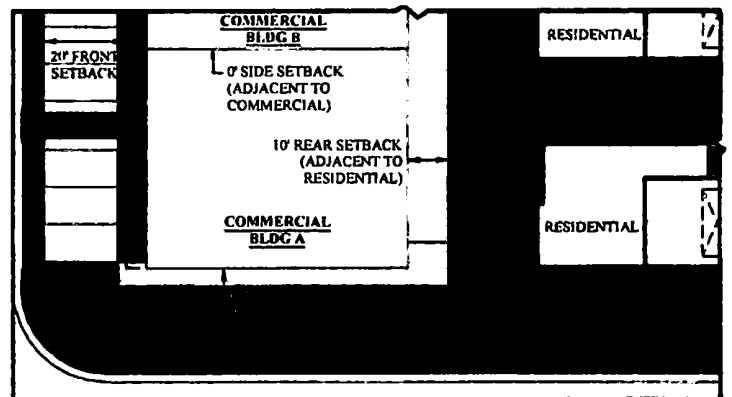
**Commercial**

Along the 4100 South and 8400 West corridors, Mahogany Ridge will offer a variety of commercial opportunities within the Village District. Commercial development at Mahogany Ridge will include small scale retail shops, restaurants, and a convenience stores/fuel station, along with industrial uses along 4100 South. 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 areas will include a minimum of 5 acres of commercial and/or industrial uses. The images below generally illustrate the architectural character of buildings constructed within the Village District.

-POOR COPY-  
CO. RECORDER



**Commercial Example**



## Residential Bulk & Intensity Requirements

	<b>Village District</b>				<b>Neighborhood District</b>
	<b>Cluster</b>	<b>Front Load</b>	<b>Rear Load</b>	<b>Town-homes</b>	
<b>Min. Lot Area</b>	NA	3,500 sqft	3,500 sqft	As shown on plat	4,500 sqft
<b>Minimum Lot Width (Measured at Setback)</b>	NA	35'	35'	NA	45'
<b>Min. Front Yard Setback</b>	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	22' (20' on cul-de-sacs)
<b>Minimum Side Yard Setback (Interior Lots)</b>	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 & 7' on one side
<b>Minimum Side Yard Setback (Corner Lots)</b>	15'	15'	15'	15'	15'
<b>Minimum Rear Yard Setback (Interior Lots)</b>	12' to any public ROW, 5' to adjacent homes, 10' to adjacent shared driveways or private ROWs	10'	5' or 22'	5' or 22'	15'
<b>Minimum Rear Yard Setback (Corner Lots)</b>	12' to any public ROW, 5' to adjacent homes, 10' to adjacent shared driveways or private ROWs	10'	5' or 22'	5' or 22'	15'
<b>Maximum Building Height</b>	45'	45'	45'	45'	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'.

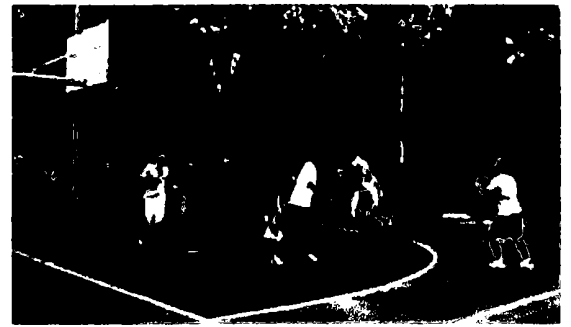
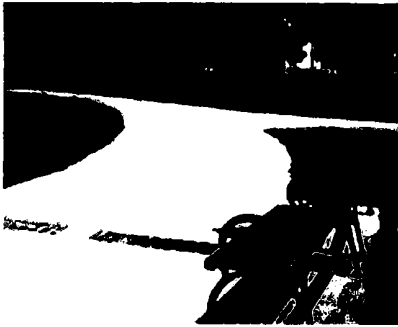
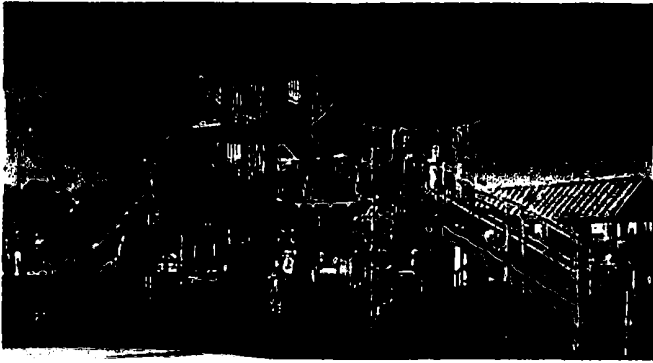
## Mixed Use and Commercial Setback Standards

<b>Front Setback</b>	20'
<b>Side Setback (Adjacent to other commercial)</b>	0'
<b>Side Setback (Adjacent to residential)</b>	10'
<b>Corner Setback</b>	20'
<b>Rear Setback (Adjacent to other commercial)</b>	0'
<b>Rear Setback (Adjacent to residential)</b>	10'

## Parking

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.

# Amenities Options

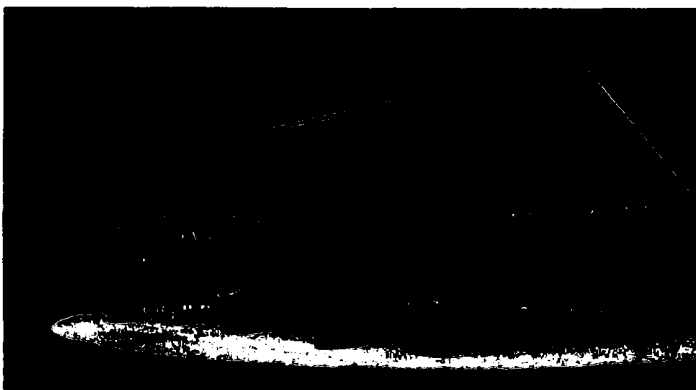


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# Amenities Options



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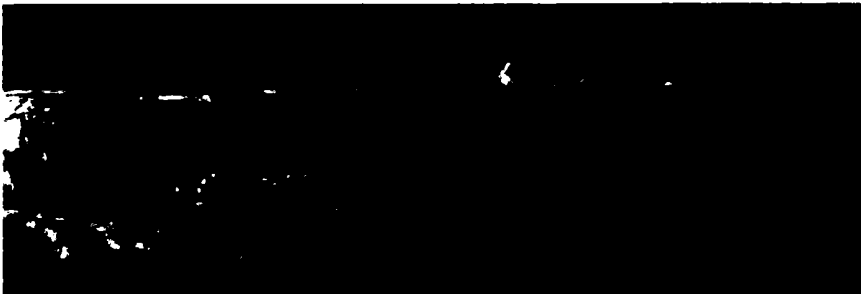
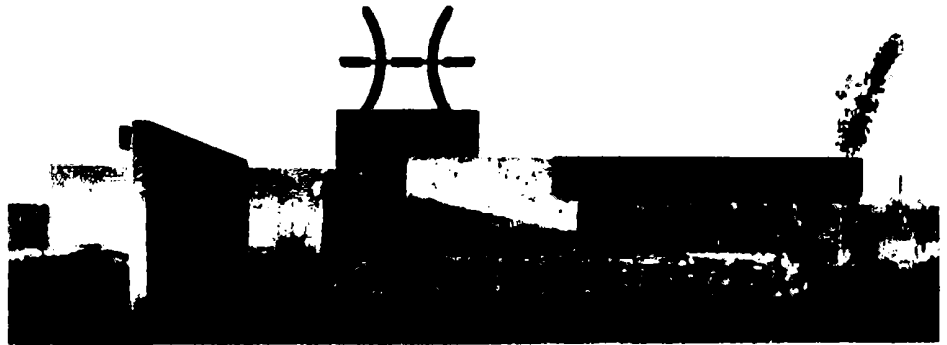




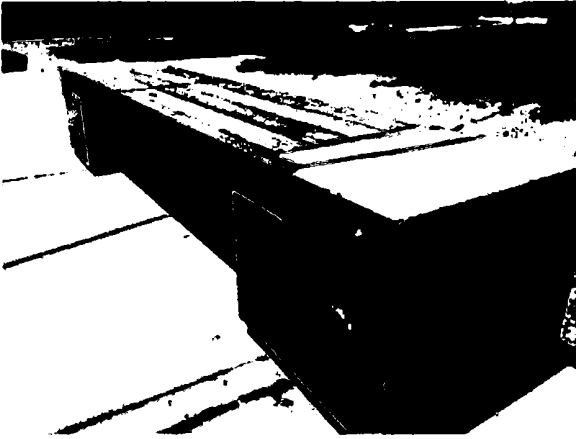
## Monumentation & Theming

Mahogany Ridge 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.

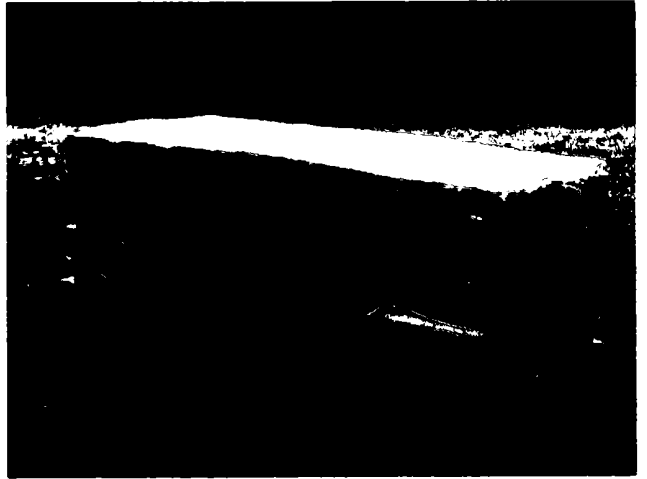
Primary entry monuments and secondary monument signs will be integrated into the Mahogany Ridge community at strategic locations to identify primary entry points and the different neighborhoods within the community. Primary monuments will generally be significant in size, but at a pedestrian scale, and 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.



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# ***Landscape Design Guidelines***



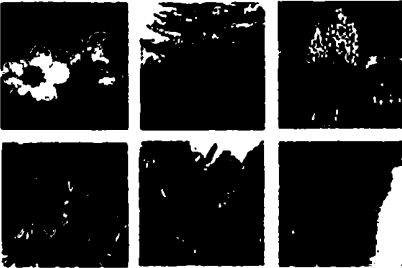
6949 S. High Tech Drive Suite 200  
Midvale, UT 84047  
P (801) 352-0075 F (801) 352-7989

## **Landscape Design Guidelines Summary**

The following exhibits outline the landscape and irrigation efficiency standards for the residential uses at Mahogany Ridge.

# IVORY HOMES WATER-WISE LANDSCAPING PHOTO-TYPE

LANDSCAPE DESIGN AND INSTALLATION SERVICES • LANDSCAPE MAINTENANCE SERVICES • IRRIGATION DESIGN AND INSTALLATION SERVICES • TREE CARE SERVICES • LIGHTING DESIGN AND INSTALLATION SERVICES



## 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.

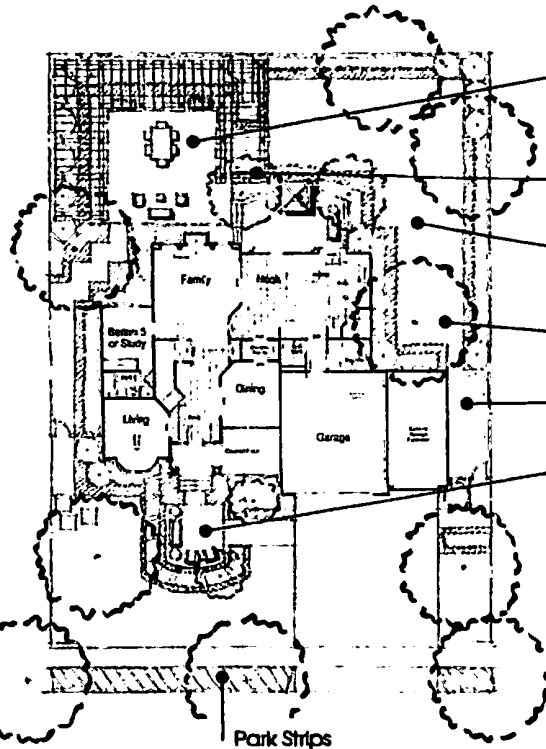
### Installation:

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.



## Park Strips

...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 spurium* (dragon's blood sedum): short, bronze-green with red blossoms in spring;
- *Thymus serpyllum* (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.



## 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.

## 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>Crataegus phaenopyrum</i>   | Washington Thorn |
| <i>Koeleruteria 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>Amelanchier alnifolia</i> | Serviceberry      |
| <i>Cotoneaster spp.</i>      | Cotoneaster       |
| <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>Cotoneaster spp.</i>     | Cotoneaster        |
| <i>Juniperus spp.</i>       | Juniper            |
| <i>Pinus mugo mughus</i>    | Mugo 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 serpyllum</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>Gallardia 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>Rubbeckia spp.</i>         | Black-eyed Susan  |

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MAHOGANY RIDGE magna, utah

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 4,500 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.

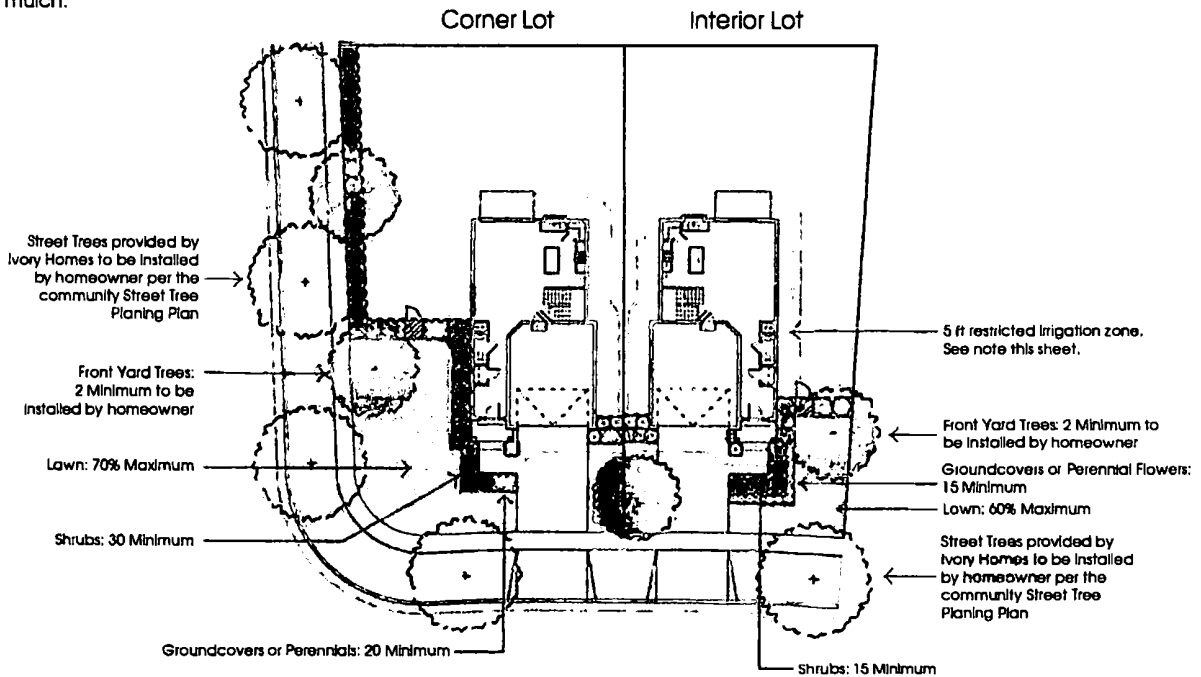
All trees and shrubs shall be selected from the **Suggested Plant List: Water-wise Plants**, as provided by Ivory Homes.

**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 outlined herein. You may provide a completely different design to accomplish the same objectives.

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 4,500 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.

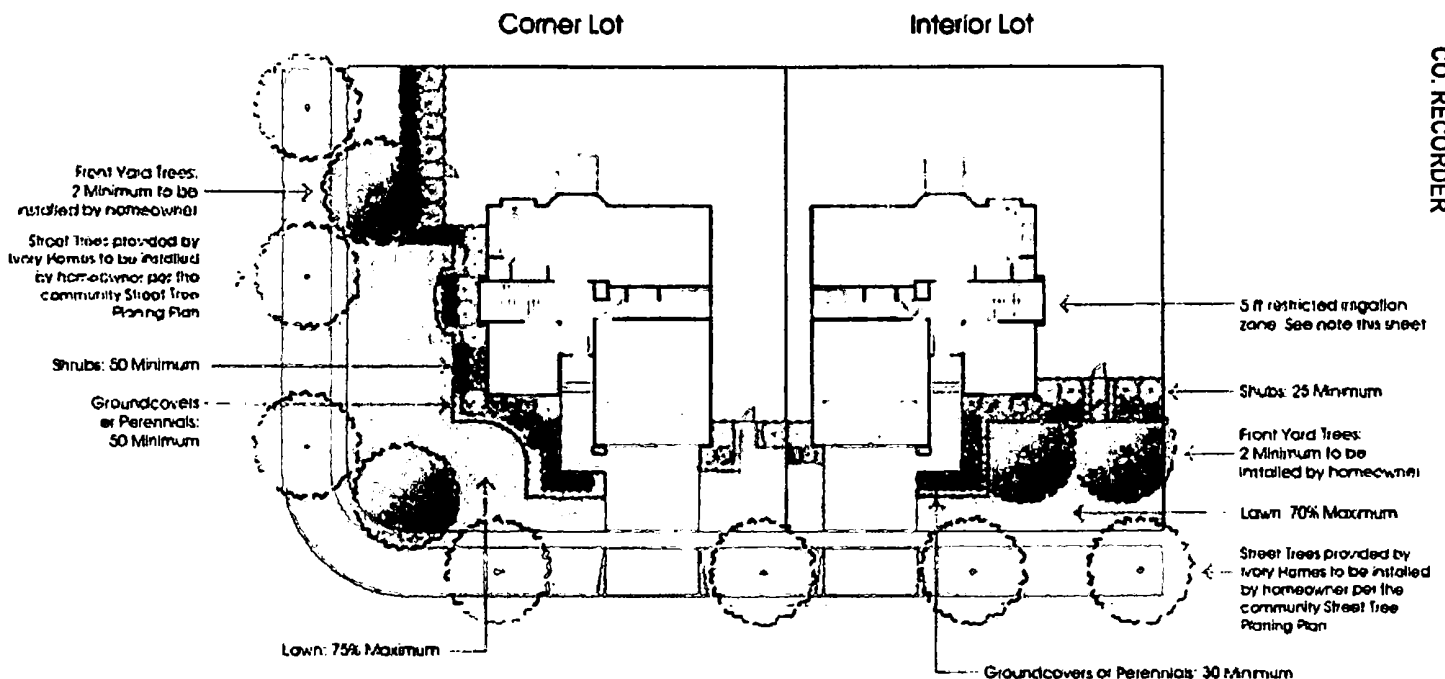
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**Landscaping** To protect and preserve the integrity of the footings and foundations of the home and other structures constructed on the Property after Closing, Buyer shall not install or have installed any sod or other water-intensive plants directly 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.

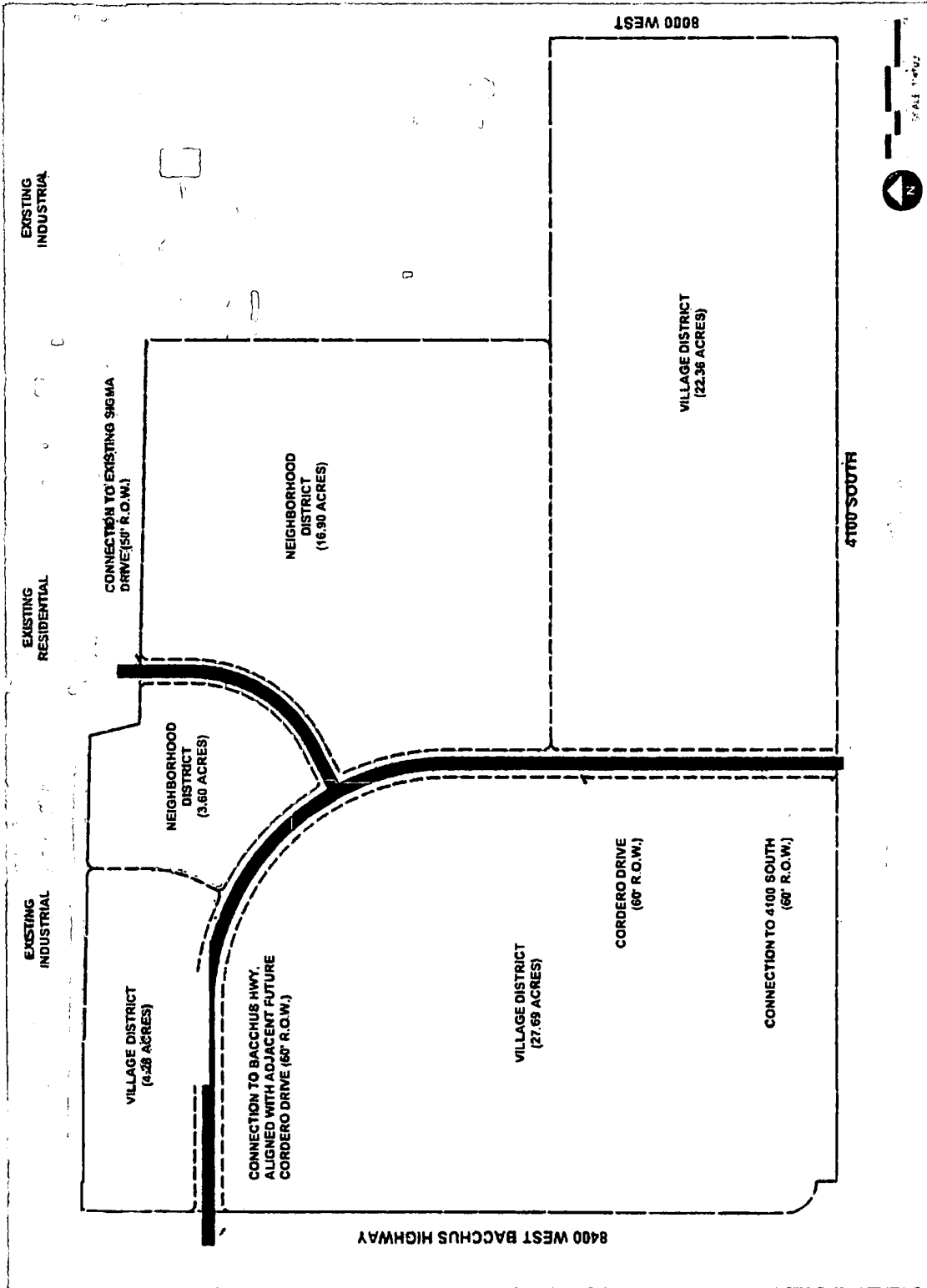
**Irrigation** To preserve and protect the integrity of the footings, foundation, and exterior of the home, upon Closing Buyer shall place, install or cause to be placed and installed all irrigation/sprinkler system spray heads, lines, valves and, stop & waste valves, a minimum of five (5) feet from 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 outlined herein. You may provide a completely different design to accomplish the same objectives.



**DEVELOPMENT TABLE:**

TOTAL LAND AREA = 78.49 ACRES

VILLAGE DISTRICT = 54.33 ACRES  
 MEDIUM DENSITY MIXED USE DEVELOPMENT THAT INCLUDES RESIDENTIAL (SINGLE AND MULTI-FAMILY), OFFICE, COMMERCIAL, PUBLIC/SEMI-PUBLIC, AND RECREATION/OPEN SPACE USES. VILLAGE DISTRICT RESIDENTIAL DENSITIES ARE ANTICIPATED TO RANGE BETWEEN 6 AND 12 UNITS PER GROSS ACRE. DENSITY RANGE: 326 - 652 UNITS

NEIGHBORHOOD DISTRICT = 20.50 ACRES  
 LOW DENSITY MIXED USE DEVELOPMENT THAT EMPHASIZES RESIDENTIAL (SINGLE AND MULTI-FAMILY) USES, BUT MAY ALSO INCLUDE OFFICE, COMMERCIAL, PUBLIC/SEMI-PUBLIC, AND RECREATION/OPEN SPACE USES. NEIGHBORHOOD DISTRICT RESIDENTIAL DENSITIES ARE ANTICIPATED TO RANGE BETWEEN 4 AND 8 UNITS PER GROSS ACRE. DENSITY RANGE: 82 - 164 UNITS

TOTAL DENSITY: 408 - 816 UNITS

NON-RESIDENTIAL DEVELOPMENT AREA RANGE = 217,000 SQ.FT. - 1,350,500 SQ.FT. (APPROX. 5 - 30 ACRES)

PUBLIC RIGHT-OF-WAY AREA = 3.66 ACRES

**MAHOGANY RIDGE PC-PLAN  
 ZONE and PLAN  
 MARCH 2021**



PERMITTED USES	CONDITIONAL USES
Residential uses of all types on a range of lot sizes, including: single family attached, multi-family, townhomes, loft apartments, residential above ground floor retail, commercial, office uses, and condominiums.	Drive-through food service.
Retail, service, office, restaurant, and entertainment.	Industrial.
Mix of permitted uses within individual structures (office/commercial, office/residential, retail/residential).	
Convenience store with fuel stations.	
Home-based businesses.	
Public facilities (schools, libraries, and civic buildings).	
Common areas (plazas, playgrounds, and trails).	
Churches.	
Day-care facilities.	
Open spaces (landscaped areas, areas in natural vegetation, parks, and recreation areas).	
Self storage.	
Other accessory uses which are ancillary to, and designed to serve, all of the above uses.	

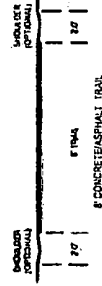




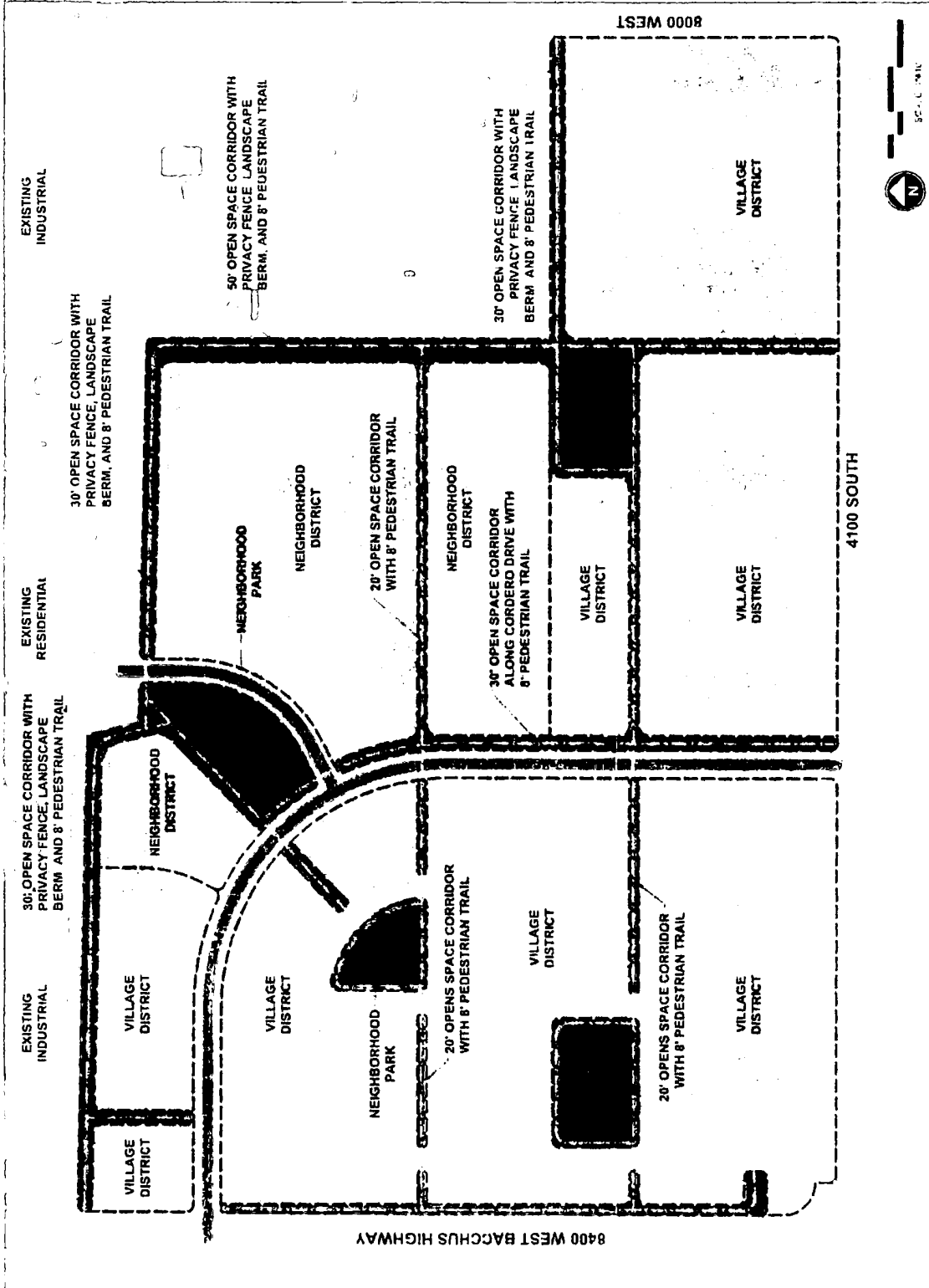
**OPEN SPACE LEGEND:**

NEIGHBORHOOD PARKS, AND  
 OPEN SPACE TRAIL CORRIDORS =  
 10.67 ACRES (13.5%)  
 AMENITIES SUCH AS PAVILIONS,  
 PICNIC TABLES AND BENCHES,  
 PLAYGROUND EQUIPMENT,  
 SPORTS COURTS AND  
 MULTI-PURPOSE FIELDS, AND  
 CLUBHOUSE.

8' PEDESTRIAN TRAIL  
 CONCRETE AND/OR ASPHALT  
 MULTI-PURPOSE PEDESTRIAN  
 TRAIL

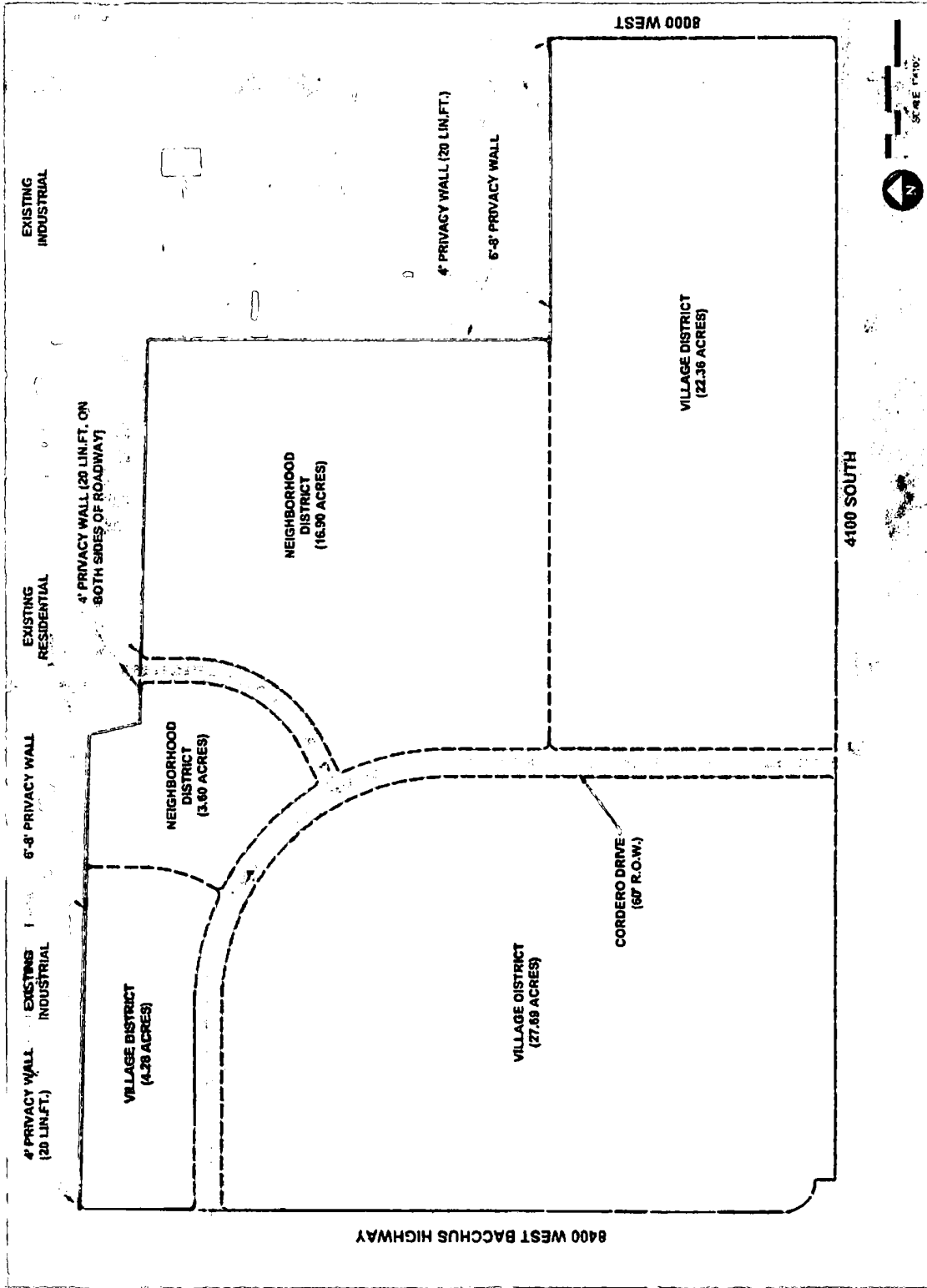


THE LOCATION OF OPEN SPACE AND  
 NEIGHBORHOOD PARKS MAY CHANGE TO  
 ACCOMMODATE THE FINAL DESIGN OF ROADS  
 INFRASTRUCTURE AND NON-RESIDENTIAL LAND  
 USES. FINAL DESIGN AND LOCATION OF OPEN  
 SPACE AND NEIGHBORHOOD PARKS TO BE  
 DEFINED IN THE COMMUNITY STRUCTURE PLAN.



**MAHOGANY RIDGE PC-PLAN  
 TRAILS AND OPEN SPACE  
 MARCH 2021**





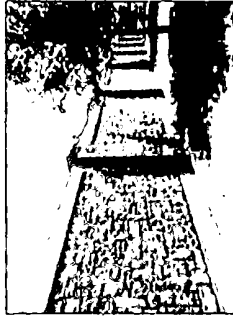
**WALL PLAN LEGEND:**

**6'-8' PRIVACY WALL**  
 PRIVACY WALL TYPE MAY INCLUDE PRECAST CONCRETE PANELS AND COLUMNS, SPLIT FACE BLOCK, MASONRY, OR DECORATIVE VINYL. ACTUAL WALL DESIGN AND MATERIALS ARE TO BE DETERMINED.

**3'-4' PRIVACY WALL**  
 THESE WALLS SHALL MATCH THE 6'-8' PRIVACY WALL MATERIAL, COLOR, AND DESIGN AND SHALL BE INSTALLED AT ROADWAY ENTRANCES TO THE COMMUNITY OR WHERE THE PRIVACY WALLS TERMINATE AT PROPERTY CORNERS.



SPLIT FACE BLOCK WALL



PRECAST CONCRETE WALL



VINYL FENCE



**MAHOGANRY RIDGE PC-PLAN  
 WALL PLAN  
 MARCH 2021**

# MAHOGANY RIDGE

MAGNA METRO TOWNSHIP  
8230 WEST 4100 SOUTH

## PC - PLAN

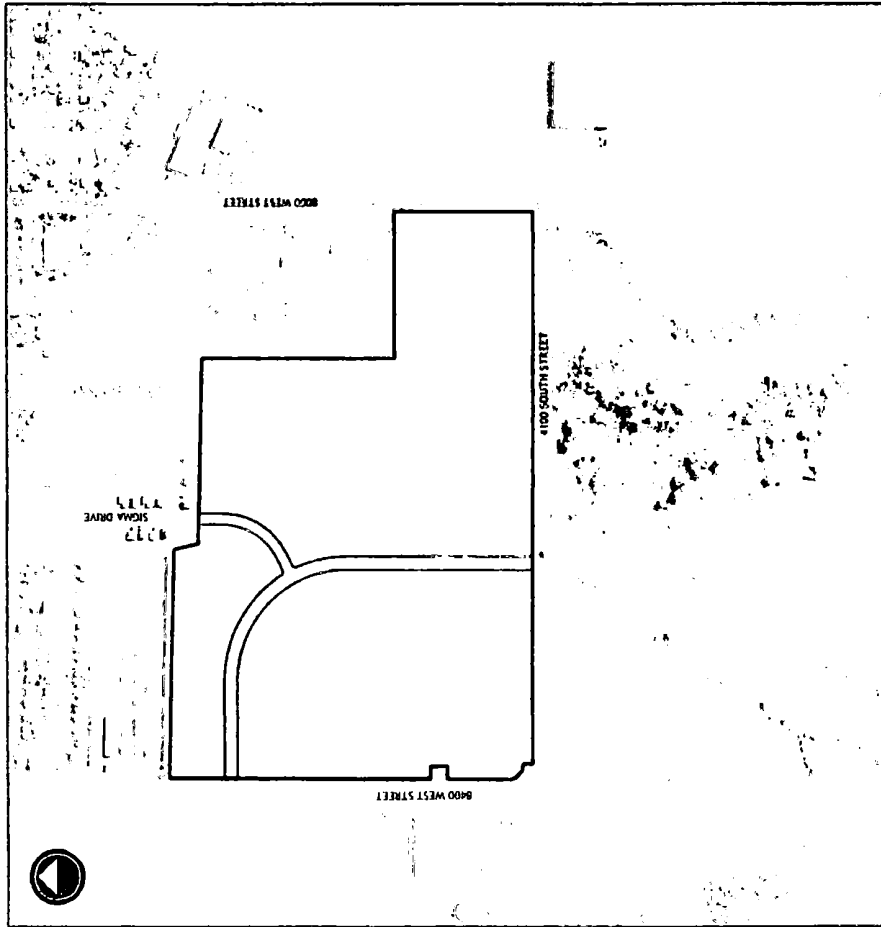
### AS-SURVEYED LEGAL DESCRIPTION

THESE PLANS AND SPECIFICATIONS FOR THE MAHOGANY RIDGE SUBDIVISION, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, ARE HEREBY FILED FOR THE PUBLIC RECORDS OF THE COUNTY CLERK OF SALT LAKE COUNTY, UTAH, IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, UTAH CODE ANNOTATED, SECTION 10-2-1, UTAH CODE ANNOTATED, AND THE SUBDIVISION MAP ACT, UTAH CODE ANNOTATED, SECTION 10-2-2, UTAH CODE ANNOTATED. THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE THE FINAL AS-SURVEYED LEGAL DESCRIPTION OF THE MAHOGANY RIDGE SUBDIVISION, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, AND SHALL BE CONSIDERED TO BE THE FINAL AS-SURVEYED LEGAL DESCRIPTION OF THE MAHOGANY RIDGE SUBDIVISION, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, FOR ALL PURPOSES. THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE THE FINAL AS-SURVEYED LEGAL DESCRIPTION OF THE MAHOGANY RIDGE SUBDIVISION, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, AND SHALL BE CONSIDERED TO BE THE FINAL AS-SURVEYED LEGAL DESCRIPTION OF THE MAHOGANY RIDGE SUBDIVISION, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, FOR ALL PURPOSES. THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE THE FINAL AS-SURVEYED LEGAL DESCRIPTION OF THE MAHOGANY RIDGE SUBDIVISION, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, AND SHALL BE CONSIDERED TO BE THE FINAL AS-SURVEYED LEGAL DESCRIPTION OF THE MAHOGANY RIDGE SUBDIVISION, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH, FOR ALL PURPOSES.

DATE: 10/15/2010

CLIENT INDEX	
D-1	TITLE SHEET
D-2	LAND USE AND OVERLAY MAP
D-3	UTILITY PLAN
D-4	ROAD CROSS SECTIONS

REMARK:  
THE PROJECT BENCHMARK IS A 1" BENCH CAP AT THE INTERSECTION OF 4100 SOUTH STREET AND 8400 WEST STREET (ELEVATION = 6584.2)



VICINITY MAP  
1" = 250'

 <p>EDM Partners 1745 West 10000 South, Suite 500, Salt Lake City, UT 84114 (801) 284-8811 www.edmpartners.com</p>	<p><b>OWNER:</b> Magna Metro Township 375 East Weber Road, Suite 500, Lake City, UT 84117 (801) 797-7829</p> <p><b>CONTRACTOR:</b> MAGNA HOMES 10000 South 10000 West, Suite 100 West Valley City, UT 84117</p>	<p><b>NOTES:</b> 1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.</p>		<p><b>Mahogany Ridge</b></p>	<p>Title Sheet</p>	<p>PROJECT: _____</p> <p>DRAWN BY: _____</p> <p>CHECKED BY: _____</p> <p>DATE: _____</p> <p>SCALE: _____</p>
						<p>DATE: _____</p> <p>SCALE: _____</p>



2015 West 3100 South, Suite 100, Salt Lake City, UT 84119  
 (801) 961-8878 www.edmpartners.com

**EDM PARTNERS**  
 REAL ESTATE  
 475 West Woodward Lane  
 Salt Lake City, UT 84117  
 801.961.8878

**UNIFIED FIRE AUTHORITY**  
 14-32-476-002  
 SALT LAKE VALLEY  
 FIRE SERVICE AREA

**14-32-476-003**  
 SALT LAKE  
 COUNTY

14-33-351-004  
 MAGNA 71 LLC

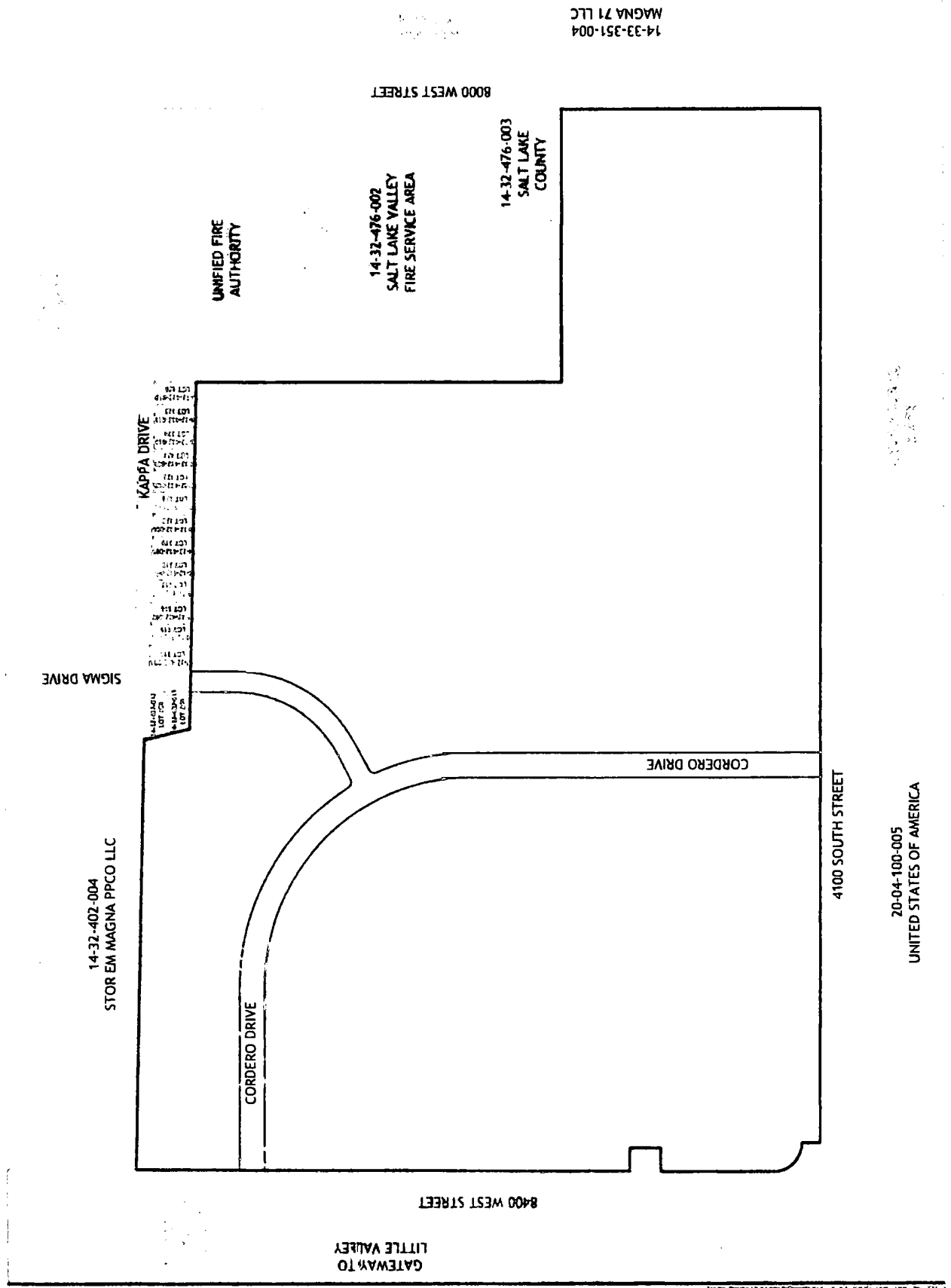
**Mahogany Ridge**


Land Use & Ownership Map

PROJECT: MAHOGANY RIDGE  
 COUNTY: SALT LAKE  
 PLAT: 2004-100-005  
 SHEET: 0-2


DATE: February 26, 2021

STAFF: [Name]





1233 West 1200 South, Salt Lake City, UT 84119  
 (801) 224-4477  
 www.edmpartners.com




SCALE: 1" = 30'

**OWNER:**  
 270 South Woodland Lane  
 Salt Lake City, UT 84117  
 313-777-7700

**DESIGNER:**  
 IVORRHOMES  
 3203 N. 4500 E. #200, Provo, UT 84601

**NOTES:**

- All civil work shall be in accordance with the Utah State Engineering Board's rules and regulations.
- All utility lines shown are based on field observations and records.
- The location of utility lines is based on field observations and records.
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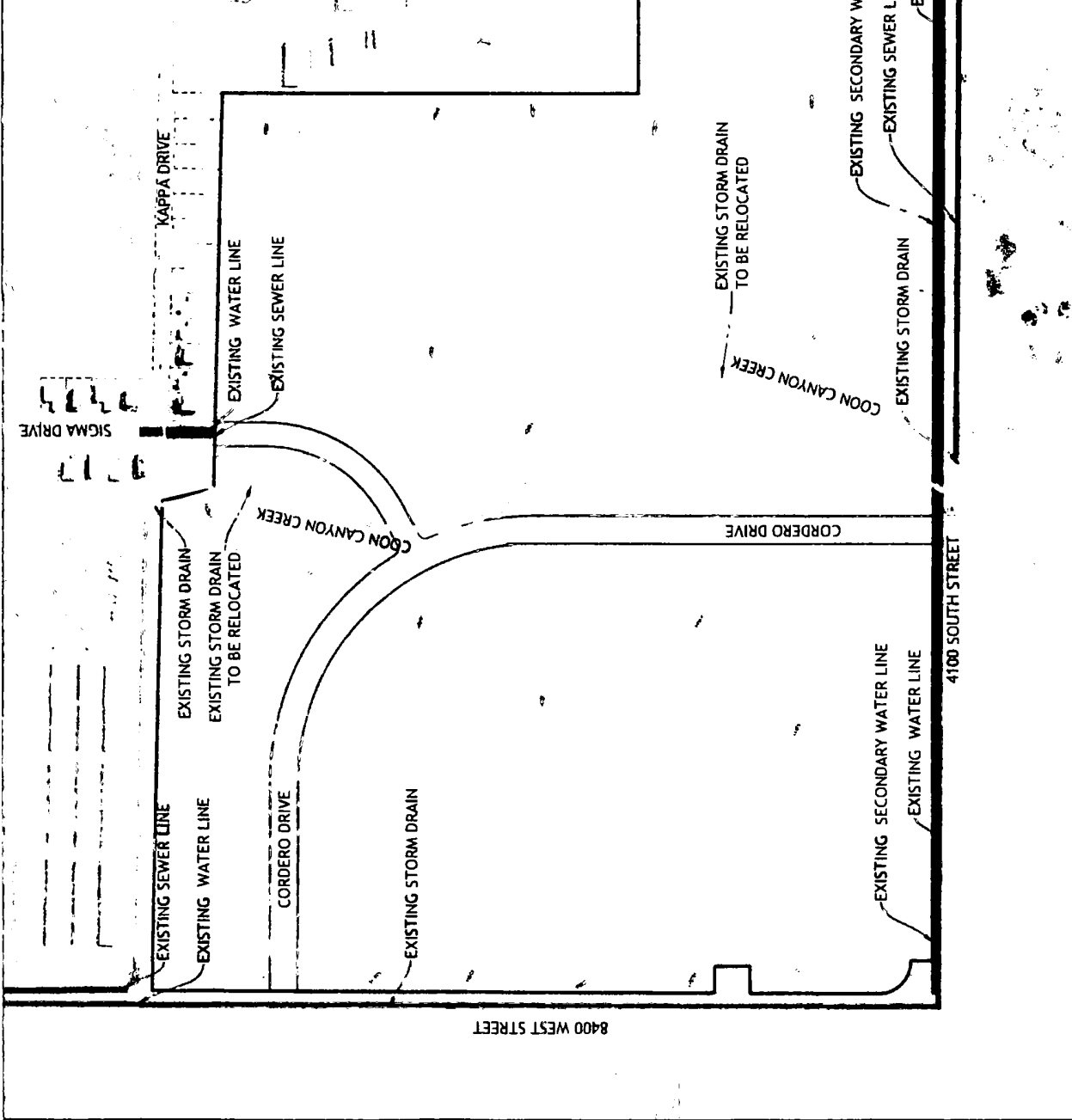
**Mahogany Ridge**

Utility Plan

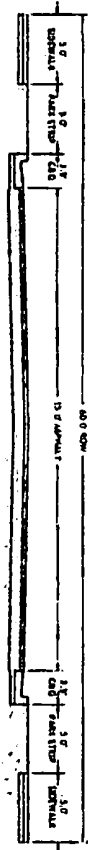
PROJECT: Mahogany Ridge  
 SHEET: 0-3  
 DATE: February 26, 2023  
 BY: [Signature]

**LEGEND**

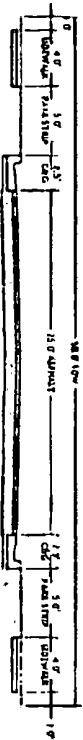
- EXISTING SANITARY SEWER
- EXISTING WATER LINE
- EXISTING IRRIGATION LINE
- EXISTING STORM DRAIN



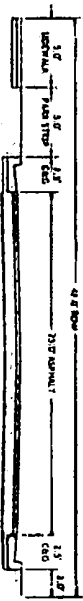
# PUBLIC / PRIVATE ROAD STANDARDS



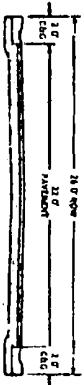
60' ROW PUBLIC STREET



50' ROW PUBLIC STREET



42' ROW PRIVATE STREET



25' ROW PRIVATE ALLEY



EDM Printers  
 2815 South 1100 Street, Salt Lake City, UT 84119  
 (801) 466-4474

**NOTES:**

1. All utility lines are shown as they exist. The location of utility lines is not guaranteed. The location of utility lines is not guaranteed. The location of utility lines is not guaranteed.



NORVATHOMES  
 1000 North 1000 West, Salt Lake City, UT 84119

1. All utility lines are shown as they exist. The location of utility lines is not guaranteed. The location of utility lines is not guaranteed.
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Mahogany Ridge  
 1000 North 1000 West, Salt Lake City, UT 84119

Street Sections	
SECTION 1	SECTION 2
SECTION 3	SECTION 4
SECTION 5	SECTION 6
SECTION 7	SECTION 8
SECTION 9	SECTION 10
SECTION 11	SECTION 12
SECTION 13	SECTION 14
SECTION 15	SECTION 16
SECTION 17	SECTION 18
SECTION 19	SECTION 20
SECTION 21	SECTION 22
SECTION 23	SECTION 24
SECTION 25	SECTION 26
SECTION 27	SECTION 28
SECTION 29	SECTION 30
SECTION 31	SECTION 32
SECTION 33	SECTION 34
SECTION 35	SECTION 36
SECTION 37	SECTION 38
SECTION 39	SECTION 40
SECTION 41	SECTION 42
SECTION 43	SECTION 44
SECTION 45	SECTION 46
SECTION 47	SECTION 48
SECTION 49	SECTION 50

DATE: February 26, 2021  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: [Number]  
 SHEET NO: 0-4

## Exhibit C

**MAGNA METRO TOWNSHIP  
ORDINANCE**

ORDINANCE NO. 21-04-02

Apr 11 27, 2021

AN ORDINANCE, AMENDING TITLE 19, ENTITLED "ZONING" OF THE MAGNA METRO TOWNSHIP CODE OF ORDINANCES, 2017, BY RECLASSIFYING CERTAIN PROPERTY LOCATED IN MAGNA METRO TOWNSHIP FROM THE A-20 (AGRICULTURAL) TO PLANNED COMMUNITY (P-C) ZONE.

The Magna Metro Township, Salt Lake County, State of Utah, ordains as follows:

**Section 1:** Section, 19.06.020, The Zoning Map of the Magna Metro Township, Magna Municipal Code of Ordinances 2017, is hereby amended, as follows:

The property described in **Application REZ2021-000256** filed by Ivory Homes and located at 8230 West 4100 South., within Magna Metro Township, is hereby reclassified from the A-20 zone to P-C zone, said property being described as follows:

PARCEL #:14-32-451-004-0000

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PART OF THAT ENTIRE TRACT DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED DECEMBER 6, 2012 AS ENTRY NO. 11529897 IN BOOK 10084, AT PAGE 9622 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, COUNTY OF SALT LAKE, STATE OF UTAH. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY RIGHT OF WAY LINE OF U-111 AT A POINT WHICH IS S89°52'43"E 146.13 FEET AND N00°00'00"E 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN COURSES: 1) N00°13'38"E 44.42 FEET; 2) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A DISTANCE OF 109.96 FEET, A CHORD DIRECTION OF N44°46'22"W AND A CHORD DISTANCE OF 99.00 FEET; 3) N00°13'38"E 271.49 FEET; 4) N90°00'00"E 57.19 FEET; 5) N00°00'00"E 75.00 FEET; 6) N90°00'00"W 56.89 FEET; 7) N00°13'38"E 1200.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE S88°42'37"E 1028.11 FEET; THENCE S13°02'03"E 113.53 FEET; THENCE S88°42'37"E 836.39 FEET TO THE BOUNDARY OF BURNING TOWER SUBDIVISION AS RECORDED AS ENTRY NO. 9987373; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: 1) S00°01'50"W 885.35 FEET; 2) S89°52'06"E 660.00 FEET



TO THE WESTERLY RIGHT OF WAY LINE OF 8000 WEST STREET; THENCE ALONGS SAID WESTERLY RIGHT OF WAY LINE S00°01'50"W 627.01 FEET TO THE NORTH RIGHT OF WAY LINE OF 4100 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE N89°52'43"W 2485.42 FEET TO THE POINT OF BEGINNING.

CONTAINS 78.49 ACRES IN AREA

Pursuant to Section 19.90.060 of the Magna Metro Township, Code of Ordinances, 2017, development of property is subject to the following conditions:

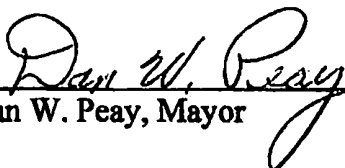
1. That the P-C Plan as proposed by the applicant (Ivory Homes) be followed and approved as part of the Rezone for the subject property.

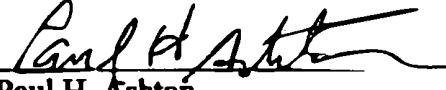
**Section 2:** The map showing such change shall be filed with the Magna Metro Township Planning Commission in accordance with Section 19.06.020 of the Magna Municipal Code of Ordinances, 2017.

**Section 3:** This ordinance shall take effect fifteen (15) days after its passage and upon at least one publication in a newspaper published in and having general circulation in the Magna Metro Township, and if not so published within fifteen (15) days then it shall take effect immediately upon its first publication.

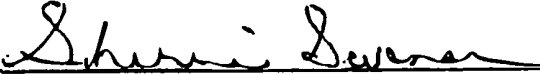
IN WITNESS WHEREOF, the Magna Metro Township Council has approved and adopted this ordinance this 22<sup>nd</sup> day of April, 2021.

FOR THE MAGNA METRO TOWNSHIP:

  
\_\_\_\_\_  
Dan W. Peay, Mayor

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Paul H. Ashton  
Metro Township Attorney

ATTESTED



Sherrie Swensen  
Salt Lake County Clerk  
Metro Township Clerk – Recorder

VOTING:

Council Member Hull voting "AYE"  
Mayor Peay voting "AYE"  
Council Member Peel voting "AYE"  
Council Member Pierce voting "AYE"  
Council Member Prokopis voting "AYE"

Date ordinance published in newspaper:

Effective Date of Ordinance:

Exhibit D

DATE TUESDAY MAY 25, 2021

THE MAGNA METRO TOWNSHIP COUNCIL, STATE OF UTAH, MET ON TUESDAY, MAY 25, 2021, PURSUANT TO ADJOURNMENT ON TUESDAY, MAY 11, 2021, AT THE WEBSTER CENTER LOCATED AT 8952 WEST MAGNA MAIN STREET (2700 SOUTH), MAGNA, UT 84044.

COUNCIL MEMBERS PRESENT: BRINT PEEL  
TRISH HULL  
AUDREY PIERCE  
STEVE PROKOPIS  
DAN PEAY, Mayor

OTHERS IN ATTENDANCE: PAUL ASHTON, LEGAL COUNSEL, MAGNA METRO TOWNSHIP  
GREG SCHULZ, STAFF, MAGNA METRO TOWNSHIP

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

**Mayor Peay**, Chair, presided.

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Staff Meeting

The Council discussed the following agenda items:

- Budget Year 2022 Magna capital projects prioritization for consideration by the Greater Salt Lake Municipal Services District
- Magna Transportation Plan
- Council policy considerations regarding the creation of the 2022 Magna Budget
- Magna 4<sup>th</sup> of July update
- Other business
  - Schedule economic development update on June 8, 2021, to include presentations from the Greater Salt Lake Municipal Services District and Salt Lake County's Economic Development Division, and discussion about developing a city hall.

Council Member Peel, seconded by Council Member Hull, moved to close the staff meeting and go into the public meeting. The motion passed unanimously.

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Public Meeting

◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆ ◆◆◆

**Council Member Hull** delivered the following "Reading/Thought":

*"It always seems impossible until it's done." Nelson Mandela*



Pledge of Allegiance

The Pledge of the Allegiance to the Flag of the United States of America was recited.



Approval of Minutes

Council Member Hull, seconded by Council Member Peel, moved to approve the minutes of the Magna Metro Township meeting held on April 27, 2021. The motion passed unanimously.



Citizen Public Input

**Greg Schulz** stated he received several phone calls today regarding the overgrown grass at Magna Copper Park. He has a call into Patrick Leary, Associate Director, Salt Lake County Park's Division.

**Council Member Prokopis** stated the majority of it got cut today and is raked into piles, probably for pick up.

**Council Member Hull** asked if that job could be outsourced.

**Mr. Schulz** stated if the Magna Metro Township decided to pull that in-house, it could send the County a 90-day letter letting it know, but that is the most extreme case. It is expensive to take care of a park, especially that park. He would drive by the other parks later and see if the grass was overgrown there too.



Special Recognition

The Council reviewed a letter of congratulations and thanks to Kathryn (Kate) Davies who is leaving the Greater Salt Lake Municipal Services District. Ms. Davies' hard work contributing to Magna Metro Township's future is appreciated.

**Kate Davies**, Long Range Planner, Greater Salt Lake Municipal Services District, stated it has been a pleasure to work with the Magna Metro Township. Before leaving the GSLMSD, she will leave documentation for the next person, so they are prepared.

**Greg Schulz** stated Ms. Davies' farewell is Thursday.

Council Member Peel, seconded by Council Member Hull, moved to approve and send the thank you letter to Kate Davies. The motion passed unanimously.



Reports from Community Stakeholders

*Magna Chamber of Commerce*

**Sara VanRoosendaal** stated the Magna Chamber of Commerce will hold a luncheon on Jun 17, 2021. Also, it is pushing information out on social media for the Council regarding the 4<sup>th</sup> of July events. However, there has been some confusion as to whether that information is coming from the Chamber or the Council. She has been getting feedback and responding to it, but the Council should be doing that. She recommended the Council set up and maintain social media accounts for the Magna Metro Township.

**Greg Schulz** stated he will open a Facebook account under Magna City.

**Council Member Pierce** stated if the Council sets up a Facebook account, it should say Magna Metro Township on it and it needed to be authenticated so people knew it was an official site for an official jurisdiction.

**Council Member Prokopis** stated there is already a Magna Metro Township Facebook account that says he is the administrator for it, but he did not sign up for it. That already has 8,000 followers, so he thought the Council could take ownership over that.

**Ms. VanRoosendaal** stated that is a Facebook group, which is different from a Facebook page. The Council needed a Facebook page to represent it.

**Council Member Hull** asked if the Council should set up a Twitter or Instagram account too.

**Ms. VanRoosendaal** stated the Magna Metro Township does have a Twitter account called Magna Utah, which was set up years ago when Twitter was in the beginning stages. That filters over to the Magna Chamber, but she could convert that and make it identifiable for the Magna Metro Township. The Magna Metro Township does not have an Instagram account. The Magna Chamber's Instagram account gets a lot of feedback referencing things in the community because a lot of people think they are communicating with the Council, when in fact, they are communicating with third parties.

**Paul Ashton** suggested Greg Schulz work with someone who is aware of social media to get social media accounts set up.

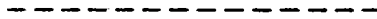


Reports from other Municipal Service Providers

*Unified Police Department (UPD) and Salt Lake Valley Law Enforcement Service Area (SLVLESA)*

**Chief Del Craig** stated the UPD was able to obtain funding for SLVLESA for two additional sergeants. That will allow the Magna Precinct to have all of its first line supervisors on the ground in Magna. They will not be shared with Kearns any longer, although they will aid each other as needed. This will help the Magna Precinct carry out its community initiatives and provide better overwatch.

**Detective Russ Buhler** reviewed the SafeCam program, which helps deter crime in neighborhoods and around businesses. If a homeowner or business has a security camera, they can register it online with the UPD, and the UPD will give them a sticker to put in a window. That will let the UPD know of the camera and that the homeowner or business is willing to let it have access to the data if there is crime in the area. The UPD will not tap into the camera and will not ask for personal information, such as passwords.



*Unified Fire Authority (UFA)*

**Council Member Prokopis** stated 33 new recruits graduate tomorrow night and start this week in the fire stations.



*Code Enforcement ~ Greater Salt Lake Municipal Services District*

**Tom Zumbado**, Code Enforcement Officer, Greater Salt Lake Municipal Services District, stated since the last meeting, there have been 29 new cases, the majority of which are junk haul. Weed cases are also steadily increasing. Code Enforcement has also closed 35 cases. Currently, there are 62 opened cases in the Magna Metro Township, a decrease of 13 from the last report.

One area of concern the Council needs to be aware of is a half-mile stretch past 7200 West along California Avenue. That area has turned into an impromptu homeless encampment, with junk, garbage, offal, biosolids, and puddles of waste, which were attracting mosquitos and larger more predatory insects. Dogs and about a dozen people are living in that area, with about 10 vehicles, i.e. camper trailers, utility trailers, and other vehicles. Those people have even set up a roadblock on the road. Code Enforcement was made aware of this by the Unified Police Department (UPD) and went out to see it. It started a case on it yesterday, and also notified Kennecott Utah Copper,

the adjacent landowner. It is in the public right of way, so Code Enforcement is going to have to get into abatement to bring it into compliance. It is going to have to lean on the UPD to deal with the vehicles, and lean on Kennecott for cleanup, since a lot of the junk is on its property. It has also notified the Salt Lake County Health Department. The listed owner of the property south of that road is Salt Lake County/Salt Lake City, but he would have to do some digging to see who owned that particular property. When he was there, he explained to everyone that they would have to start looking for alternative locations for their encampment or start taking advantage of the services available to them through the County's Human Services Department of welfare systems. He advised that people do not go out there on their own. He would keep the Council informed of what was going on.

**Council Member Hull** asked if Code Enforcement had talked to the Magna Mosquito Abatement District.

**Mr. Zumbado** stated no, it has not. He did want to get a large presence together for the next inspection in a month.

**Council Member Hull** stated the Mosquito Abatement sends 16- to 20-year-olds out to inspect the swamp areas and to spray. She was concerned for their safety if they ran into this encampment.

**Mr. Zumbado** stated Code Enforcement is coordinating efforts to ensure people's safety and make sure efforts are not duplicated. They Mosquito Abatement District could at least be given a heads-up about the conditions there.

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*Magna Mosquito Abatement District*

**Council Member Pierce** stated the Mosquito Abatement District is not spraying yet; it is trapping mosquitos to see what the numbers are before it sprays. However, it should be made aware of this issue. The people spraying may not know how to respond to this encampment, and the people in the encampment could be affected by the chemicals that are sprayed.



Council Business

*Council Reports*

*Unified Police Department (UPD) and Salt Lake Valley Law Enforcement Service Area (SLVLESA)*

**Council Member Prokopis** stated the UPD is working on its budget. Budgets are tight, with questionable sales tax revenue and other things, but Sheriff Rosie Rivera and the command staff worked hard to limit the increase in costs to 3.5 percent this year. The Magna



Precinct is looking at more of a 10 percent increase over last year's costs, which is about \$600,000. That is for the two new Sergeants Chief Craig mentioned, which are about \$160,000 each, fully equipped with car, etc., as well as an additional officer. Then, with the exit of Taylorsville, the UPD is going to be heavy by 12 people in the organization. The board has opted to do a \$25,000 retirement incentive rather than a buyout to try to get eight people to retire. That will leave it with 4 people heavy who are now on loan to Covid efforts. In order to afford the costs, SLVLESA will have to dip into fund balance, as it is up against its cap. It is looking for a sponsor for a bill for the next legislative session to try to get its cap raised in order for it to be viable.

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Appointments

The Council reviewed the appointments of Steve Prokopis, Audrey Pierce, Michael Jensen, Darren Lewis, and John Sudbury as members of the Magna Facilities Naming Ad Hoc Committee, the scope of work of which is specific to the possible naming of a facility in Magna-Copper Park. The work of the committee will end no later than October 1, 2021.

Council Member Peel, seconded by Council Member Hull, moved to approve the appointments. The motion passed unanimously.

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The Council reviewed the appointments of Steve Prokopis, Trish Hull, Dan Cripps, J Todd Richards, and Mark Elieson to serve on the Accessory Dwelling Unit Ordinance Ad Hoc Committee. The work of the committee will end no later than October 1, 2021.

Council Member Peel, seconded by Council Member Hull, moved to approve the appointments. The motion passed unanimously.

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Development Agreement

**Travis Hair**, Planner, Greater Salt Lake Municipal Services District, reviewed the development agreement between the Magna Metro Township and Ivory Homes LLC for the Mahogany Ridge Planned Community Development located at approximately 4000 South and 8400 West (U-111). He stated this is the development agreement for the Ivory/SLR property on the south side of Magna – the Northrop Grumman property. The Council requested that the Magna Planning Commission review the agreement required in a Planned Community (P-C) Zone. The Planning Commission has reviewed it and recommended approval, without any changes to it.

Ivory Development, LLC, will have to come back to the Planning Commission for approval of its more detailed plans and for each subsequent subdivision phase. This initial development agreement is going to guide some of those approvals down the road, so in addition to having to

comply with all the code requirements, Ivory Development is going to have to comply with the entire development agreement as well.

The exhibits to the agreement outline the different districts and how those are going to be handled in terms of setbacks. Also in the agreement, are some examples of what amenities might look like, and Ivory Development anticipates installing trails and parks' systems as well. The additional open space and common space will come through as part of each of the subdivisions, but what is in the agreement now comprises about 13.5 percent of the overall acreage between the neighboring parks and trail open space. Additionally, in the development agreement are the initial road connections that Ivory Development knows it will need, and they are similar to those used in neighboring developments. There will be additional roads as well. Road standards will need to be worked out with the County's Public Works Engineering Department, and it will have to sign off on them. Besides the housing districts, there will be some commercial and industrial components as well.

**Mr. Jay Springer**, Legal Counsel, Council Office, Greater Salt Lake Municipal Services District (GSLMSD), stated the P-C ordinance requires that a development agreement and a P-C Plan be approved by the Planning Commission and the Council. The P-C plan has been incorporated into the development agreement as exhibits. As long as Ivory Development stays within the general idea of the PC plan and complies with ordinance, there will not need to be further review of the development agreement. It will stand through the next two stages of the application unless those stages differ significantly from the development agreement.

**Paul Ashton** asked if the Planning Commission held a public hearing, and if so, whether there was feedback.

**Mr. Springer** stated the Planning Commission did hold a public hearing, but he could not recall any public comment.

**Mr. Hair** stated the Planning Commission did not get any public comment. The Planning Commission had some questions about the privacy walls and some other things that will come in other stages.

**Council Member Prokopis** stated the Unified Fire Authority (UFA) is concerned with having residential so close to industrial use, and that privacy sound wall is of great concern to it. The UFA gets complaints about its activities from the limited residential that is there now. It wants a sound wall with a solid masonry fence around its property to limit the number of complaints.

**Mr. Hair** stated Ivory Development plans to work with the UFA as it develops that and to find and install sufficient water.

**Mr. Springer** stated the next steps for Ivory Development are designs, and those designs will be more detailed. Specific questions can be raised now and addressed at a later point when the process is further along.

DATE TUESDAY MAY 25, 2021

**Mr. Ashton** stated it looked like a good agreement and he recommended the Council approve it with the P-C Plan so Ivory Development can proceed to the next step.

**Council Member Prokopis** asked if the Planning Commission had any concerns. He thought there were some issues regarding conditional uses.

**Mr. Springer** stated there were some issues that Ivory Development worked out with the Planning Commission. For example, the Planning Commission wanted to know whether the units per acre included public development, and whether the 6 units per acre meant something different after development and public streets. It also wanted to know how the zones were to be structured, and that there be flexibility for the Magna Metro Township Council to impose higher height restrictions if residential abutted industrial, etc. A lot of those things were worked out, and ordinances were clarified to make sure this development agreement was consistent with those. At this stage, all that was really talked about was density and the total number of units, as well as where the main thoroughfares were going to be, and all of that has been incorporated into this development agreement. He thought the development agreement was ready for approval. If there are substantive changes, the ordinance requires those to come back to the Council for approval.

**Mr. Ashton** asked if there was a formula for handling open space, and if balconies, roads, common areas were included as open space as opposed to green space.

**Mr. Hair** stated the dedicated open space comprises 13.5 percent of the total acreage. Ivory Development is required to have 20 percent for open space and the common areas, and the Planning Commission will be making sure it gets to that full 20 percent.

**Bryon Prince**, Vice President, Ivory Development, LLC, stated the P-C Ordinance does require there to be 20 percent open space, which is about 15 acres. The exhibit was intended to show Ivory Development's vision for major programmable spaces, i.e. parks, trail corridors, but that is not set in stone. That will be done in the community structure plan, which is the next stage.

For this project, Ivory Development has to comply with the Magna Metro Township's ordinances, the Overpressure Zone, and this development agreement. Ivory Development's standards in the development agreement are much higher than what is in the P-C Ordinance. For example, the base density in the Village District could go up to 20 units per acre, but the development agreement limits that to a maximum of 12 units an acre. The development agreement also defines setbacks, lot width, and heights that go beyond compliance with the ordinance. For Ivory Development, it provides very clear predictability from a design standpoint; for the staff, it gives them a very clean document to administer this process going forward. This is the first of probably four steps.

With regard to the UFA's concern about the wall, Ivory Development is proposing a solid masonry wall around the UFA area and some trees. More detail will be provided about that at the community structure plan stage.

DATE TUESDAY MAY 25, 2021

Council Member Hull, seconded by Council Member Prokopis, moved to approve the development agreement.

**Mr. Springer** asked that the Council specifically include in the motion the P-C Plan included in the development agreement to avoid getting hung up on a technicality.

Council Member Hull, seconded by Council Member Prokopis, amended the motion to approve the development agreement, including the P-C Plan between Ivory Homes, LLC, and the Magna Metro Township, for the Mahogany Ridge Planned Community Development. The motion passed unanimously.

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Ordinance – Set Public Hearing

The Council reviewed Ordinance No. 21-05-01, which amends the Magna Municipal Code Chapter 19:74 Flood Damage Prevention Code Amendments to bring floodplain hazard regulations into compliance with federal and state law.

Council Member Hull, seconded by Council Member Peel, moved to set the date of Tuesday June 8, 2021, at 7:30 p.m., to accept public comment and consider Ordinance No. 21-05-01. The motion passed unanimously.

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THERE BEING NO FURTHER BUSINESS to come before the Council at this time, the meeting was adjourned.

SHERRIE SWENSEN  
METRO TOWNSHIP CLERK

By \_\_\_\_\_  
Deputy Clerk

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CHAIR, MAGNA METRO TOWNSHIP COUNCIL

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DATE TUESDAY MAY 25, 2021

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DATE TUESDAY JULY 27, 2021

THE MAGNA METRO TOWNSHIP COUNCIL, STATE OF UTAH, MET ON TUESDAY, JULY 27, 2021, PURSUANT TO ADJOURNMENT ON TUESDAY, JULY 13, 2021, AT THE HOUR OF 6:00 P.M. AT THE WEBSTER CENTER AT 8952 WEST MAGNA MAIN STREET (2700 SOUTH), MAGNA, UT 84044.

COUNCIL MEMBERS PRESENT: TRISH HULL  
BRINT PEEL  
AUDREY PIERCE  
STEVE PROKOPIS  
DAN PEAY, Mayor

OTHERS IN ATTENDANCE: PAUL ASHTON, LEGAL COUNSEL, MAGNA METRO TOWNSHIP  
RORI ANDRESON, INTERIM ADMINISTRATOR

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**Mayor Peay**, Chair, presided.

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Council Workshop Meeting

The Council discussed the following agenda items:

Closed Session

Council Member Peel, seconded by Council Member Hull, moved to close the staff meeting and go into the public meeting. The motion passed unanimously.

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Business Meeting

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**Council Member Hull** delivered the following "Reading/Thought":

"Human beings are works in progress that mistakenly think they're finished." – Daniel Gilbert

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DATE TUESDAY JULY 27, 2021

Pledge of Allegiance

The Pledge of Allegiance to the Flag of the United States of America was recited.



Council Financial Report

**Dave Sanderson** stated the provided preliminary financial report outlines the administrative budget, expenses, and the projected expense amount.



Citizen Public Input

**Todd Richards**, Magna Town Council, stated Night Out Against Crime was originally scheduled for Monday night but has since been postponed. Magna Town Council is working with Magna in Motion and Community that Cares to host a Night Out Against Crime jointly.



Action Items

*Resolution 2021-07-02 – Contract with DS Accounting Services, LLC*

The Council reviewed the following Resolution approving a contract between Magna Metro Township and DS Accounting Services, LLC:

RESOLUTION NO. 2021-07-02

Date: July 27, 2021

A RESOLUTION OF THE MAGNA METRO TOWNSHIP COUNCIL APPROVING A CONTRACT BETWEEN MAGNA METRO TOWNSHIP AND DS ACCOUNTING SERVICES, LLC (DAVID SANDERSON) FOR FINANCIAL MANAGEMENT SERVICES

WHEREAS, the Magna Metro Township ("Magna") is a Metro Township pursuant to Utah Code Section 10-2a-401 et. seq.

WHEREAS, the Magna Metro Township Council ("Council") is a Metro Township Council pursuant to Utah Code Section 10-3b-504, with the Mayor acting as Chair of the Council pursuant to Utah Code Section 10-3b-503.

WHEREAS, DS Accounting Services, LLC provides financial management services to local governments.

DATE TUESDAY JULY 27, 2021

WHEREAS, the attached agreement was negotiated between DS Accounting Services, LLC and Magna to fulfill Magna's needs for a financial manager.

NOW, THEREFORE BE IT RESOLVED by the Magna Metro Township Council, the Council approves and adopts the attached contract for financial management services from DS Accounting Services, LLC (David Sanderson), marked Attachment "A" to this resolution, for the benefit of Magna, and authorizes the Mayor to sign the same.

APPROVED AND ADOPTED in Magna, Salt Lake County, Utah this 27<sup>th</sup> day of July, 2021.

MAGNA METRO TOWNSHIP

By: /s/ DAN. W. PEAY  
Mayor

ATTEST:

By: /s/ SHERRIE SWENSEN  
Salt Lake County Clerk  
Metro Township Clerk/Recorder

Council Member Hull, seconded by Council Member Pierce, moved to approve Resolution 2021-07-02. The motion passed unanimously.

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*2022 Preliminary Budget*

**Dave Sanderson** stated the MSD met with Mayor Peay, Paul Ashton and himself to discuss the budget. The MSD made an adjustment to the 2019-2020 budget because it found errors where the MSD paid \$325,000 that Magna Metro Township should have paid for. The funds were removed from the fund balance.

Council Member Hull, seconded by Council Member Prokopis, moved to approve the preliminary budget. The motion passed unanimously.

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*Revised Development Agreement with Ivory Homes LLC*

**Travis Hair**, Planner, MSD, stated Ivory Homes is requesting a change to the development agreement in section 2.6.2 – Village District Development Standards. They are requesting to change the density from 6 to 12 units to 9 to 20 units.

**Brian Prince**, Ivory Development Homes LLC, stated Mahogany Ridge development is a master plan that was rezoned for a planned community zone. He is requesting the density change to allow the development agreement to align with P-C code and overpressure



zones. If the density is not changed, the plats will show areas that are below density and areas that are above.

Council Member Hull, seconded by Council Member Prokopis, moved to instruct Planning staff to move forward with the proposed development agreement change and direct Mayor Peay to sign the agreement. The motion passed unanimously.



Discussion Items

*Magna Storm Drain Master Plan*

**Greg Loscher**, Bowen Collins and Associates, provided a handout presenting the Magna Storm Water Master Plan 2021. He reviewed the description of the study area, previous storm drainage studies, storm drainage facility inventory, hydrologic analysis, hydraulic analysis, and recommended capital improvement plan.

**Crystal Hulbert**, Engineer, Salt Lake County Engineering and Flood Control, stated the Council can e-mail her with any concerns or feedback it has.



*Magna Metro Township Administrator*

**Paul Ashton** stated a search committee was formed to search for a new Administrator. Before finalizing the scope of work, the Council needs to determine what type of employee it wants to hire, an Administrator or a City Manager. The Administrator would have similar duties of the previous Administrator. The City Manager would be an employee of the Metro Township, will receive benefits, and few different job duties.



Community Stakeholder & Municipal Service Provider Reports

The reviewed or received an update on the following:

- Magna in Motion
- Magna Chamber of Commerce
- Magna United/Magna "Community that Cares" Program
- Unified Police Department (UPD)
- Unified Fire Authority (UFA)
- GSLMSD Code Enforcement
- WFWRD
- Magna Mosquito Abatement
- Magna Water District

DATE TUESDAY JULY 27, 2021

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THERE BEING NO FURTHER BUSINESS to come before the Council at this time,  
the meeting was adjourned.

SHERRIE SWENSEN  
METRO TOWNSHIP CLERK

By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
CHAIR, MAGNA METRO TOWNSHIP COUNCIL

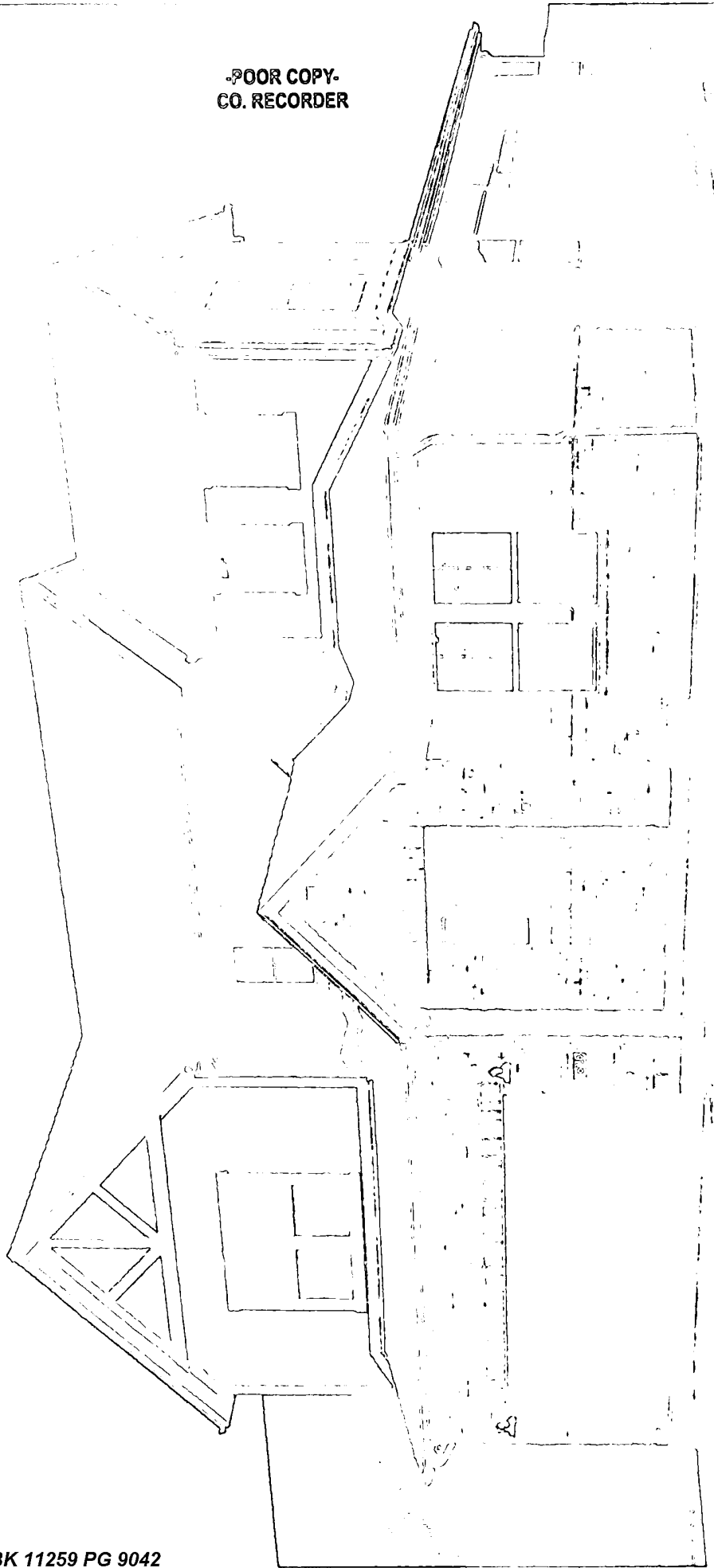
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# Exhibit E



POOR COPY COLLECTION

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CO. RECORDER





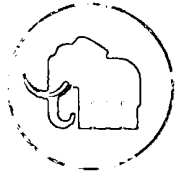
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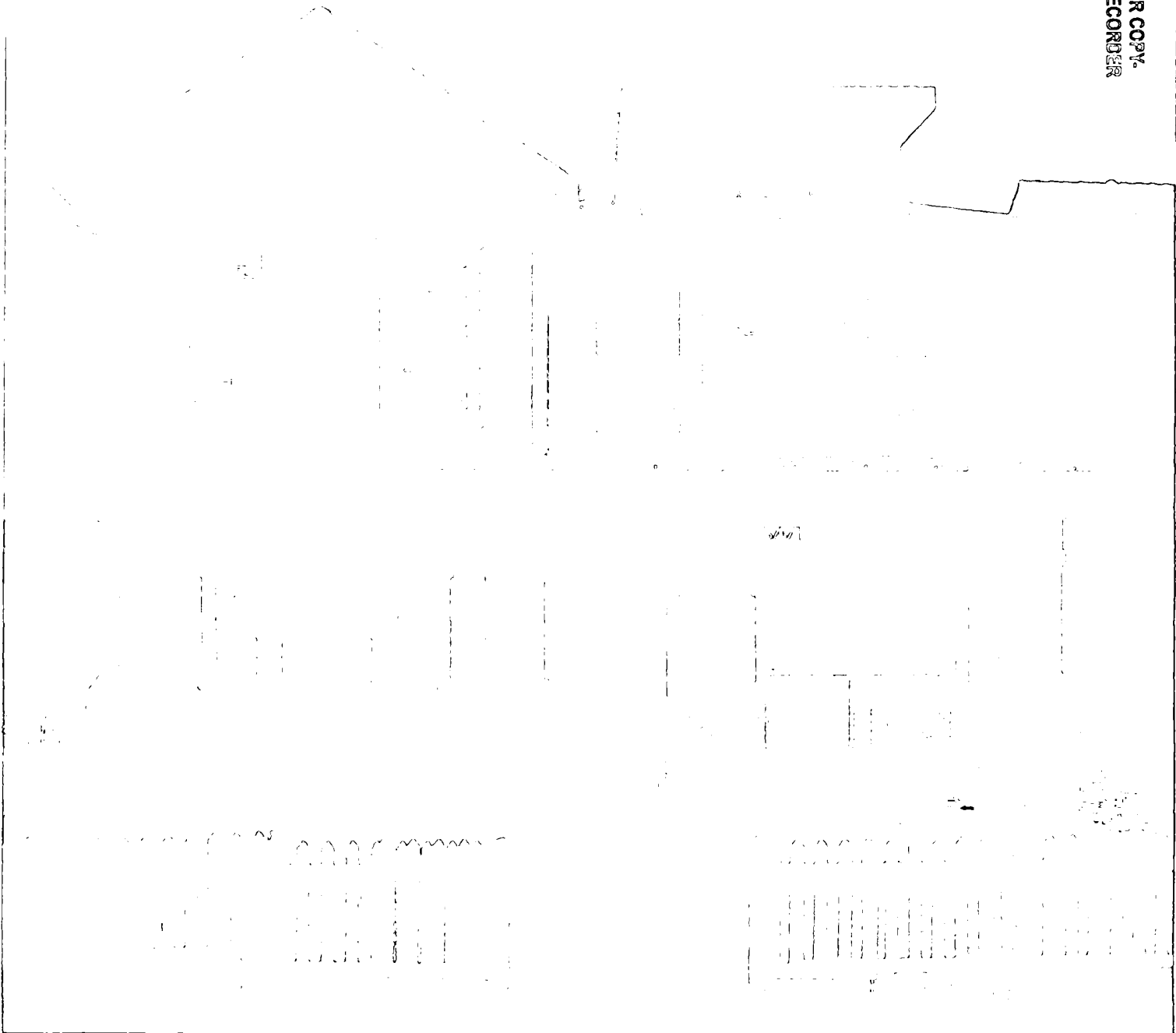
# PARKSIDE COTTAGES





# CARRIAGE LANE COTTAGES

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CO. RECORDER





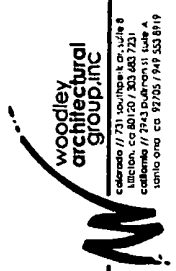
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elevationB - MODERN PRAIRIE

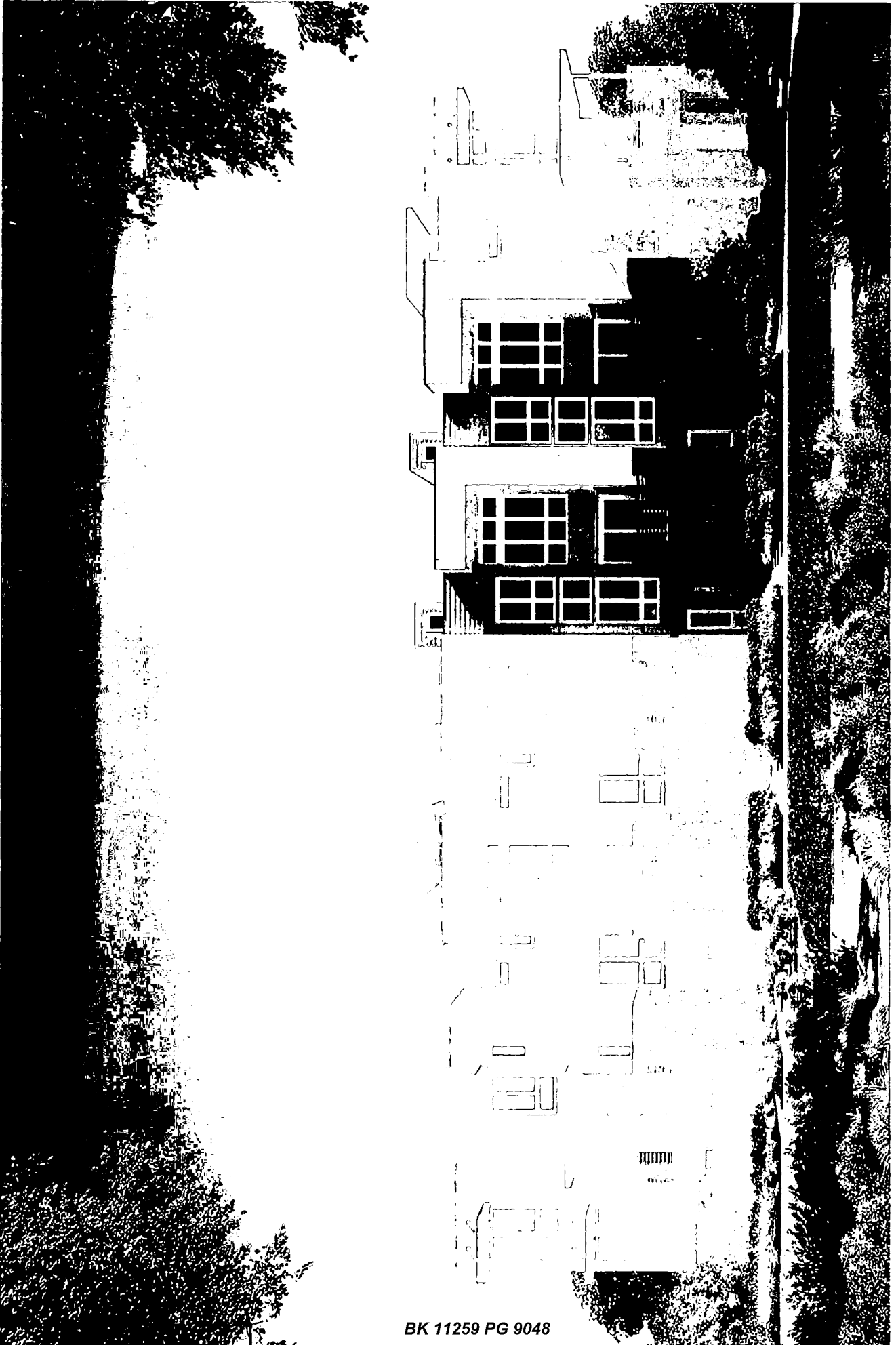
elevationC - SCANDINAVIAN INSPIRED

02.18.21

STREET SCENE  
IVORY HOMES | HOLBROOK  
LEHI, UTAH



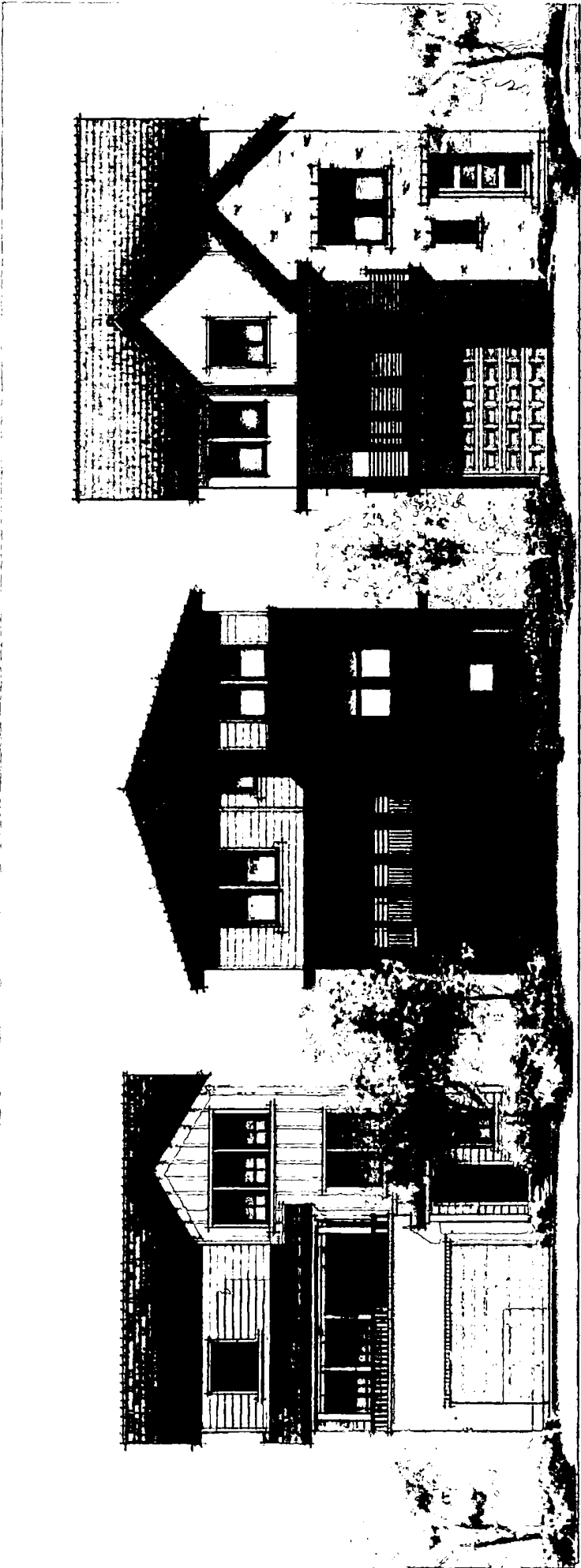
woodley  
architectural  
group, inc.  
address // 731 oakridge rd., suite 8  
lehi, utah 84043 | 801.223.8872 | 7231  
lehi, utah 84043 | 801.223.8872 |  
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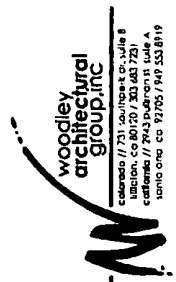
elevationA - MODERN FARMHOUSE

elevationB - MODERN PRAIRIE

elevationC - SCANDINAVIAN INSPIRED

02.18.21

STREET SCENE  
**IVORY HOMES | HOLBROOK**  
LEHI, UTAH



colorado // 731 southpark circle #  
lubbock, tx 79401 / 803.883.7291  
california // 27400 canyon road #104  
lehi, utah // 435.333.8119





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