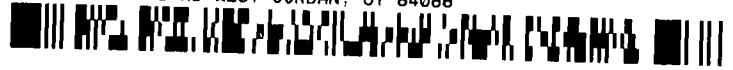


144

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

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

14275615 B: 11511 P: 679 Total Pages: 144
08/13/2024 10:56 AM By: dsalazar Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: WEST JORDAN CITY
8000 S REDWOOD RD WEST JORDAN, UT 84088



For Recording Purposes Do
Not Write Above This Line

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 24-23

**AN ORDINANCE FOR APPROXIMATELY 53.2 ACRES OF PROPERTIES LOCATED AT
APPROXIMATELY 7141 SOUTH U-111 HIGHWAY,
IDENTIFIED AS THE ONELEVEN PROJECT; AND**

**APPROVAL OF A MASTER DEVELOPMENT AGREEMENT FOR SAID DEVELOPMENT,
SUBJECT TO THE APPROVAL OF A GENERAL PLAN LAND USE MAP AMENDMENT,
REZONE, AND OTHER CONDITIONS PRECEDENT**

WHEREAS, the City of West Jordan (“City”) adopted the Comprehensive General Plan (“General Plan”) in 2023, as amended, which provides for a general plan land use map (“General Plan Land Use Map”), which is periodically updated; and the City adopted the West Jordan City Code (“City Code”) in 2009, as amended, which provides for development agreements, and which provides for a zoning map for the City (“Zoning Map”), which is periodically updated; and

WHEREAS, an application was made by One Eleven Development, LLC a Utah Limited Liability Company (“Applicant”) and Bland Recycling, LLC, a Utah Limited Liability Company (“Owner”) for approximately 53.2 acres of real property located at approximately 7141 South U-111 Highway (“Property” or “Oneleven Project”) for, in part, a request for a Master Development Agreement (which includes a Master Development Plan), subject to a General Plan Future Land Use Map amendment, rezone, and other conditions precedent (“Application”, “MDA”, and “General Plan Land Use Map Amendment and Rezone”); and

WHEREAS, on April 16, 2024, the Application was considered by the West Jordan Planning Commission (“Planning Commission”), which held a public hearing and made a *positive* recommendation to the West Jordan City Council (“City Council”) concerning the Oneleven Project, including the MDA; and

WHEREAS, a public hearing was held before the City Council on May 22, 2024 concerning the Oneleven Project, including the MDA; and

WHEREAS, the Applicant has agreed to and has executed the MDA that will govern the development of the Property, should the City Council, in its sole legislative discretion, choose to adopt the MDA and the General Plan Land Use Map Amendment and Rezone, and should all the conditions precedent in the MDA be fulfilled; and

WHEREAS, the City Council has reviewed and desires to approve the MDA, subject to the conditions precedent therein; and

WHEREAS, in its sole legislative discretion, the City Council now finds it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the MDA, subject to the City Council, in its sole legislative discretion, choosing to adopt the General Plan Land Use Map Amendment and Rezone, and subject to all the conditions precedent in the MDA being fulfilled.

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

Section 1. Approval of MDA. The MDA (in "Attachment 1") is approved and the Mayor is authorized to execute said MDA. The approval of the MDA is subject to the conditions precedent set forth in the MDA, including but not limited to the City Council, in its sole legislative discretion, subsequently choosing to adopt, by Ordinance, the General Plan Land Use Map Amendment and Rezone. The Applicant and Owner were required to sign and execute the MDA before these Ordinances were presented to the City Council.

Section 2. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

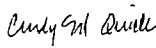

Section 3. Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS 31ST DAY OF JULY 2024.

CITY OF WEST JORDAN

By: Chad R Lamb
Chad R Lamb (Aug 7, 2024 15 26 MDT)
Chad Lamb
Council Vice Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

	"YES"	"NO"
Council Chair Zach Jacob	~ absent ~	
Council Vice-Chair Chad Lamb	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Bob Bedore	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Pamela Bloom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kent Shelton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kayleen Whitelock	<input checked="" type="checkbox"/>	<input type="checkbox"/>


PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON AUGUST 1, 2024.

Mayor's Action: Approve Veto

By: 
Mayor Dirk Burton

Aug 7, 2024
Date

ATTEST:



Tangee Sloan, CMC
City Recorder

STATEMENT OF APPROVAL OF PASSAGE (check one)

The Mayor approved and signed Ordinance No. 24-23.

The Mayor vetoed Ordinance No. 24-23 on _____ and the City Council timely overrode the veto of the Mayor by a vote of _____ to _____.

Ordinance No. 24-23 became effective by operation of law without the Mayor's approval or disapproval.

Tangee Sloan
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 8th day of August, 2024. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.

Tangee Sloan
City Recorder

**Attachment 1 to
ORDINANCE NO. 24-23**

**AN ORDINANCE FOR APPROXIMATELY 53.2 ACRES OF PROPERTIES LOCATED AT
APPROXIMATELY 7141 SOUTH U-111 HIGHWAY,
IDENTIFIED AS THE ONELEVEN PROJECT; AND**

**APPROVAL OF A MASTER DEVELOPMENT AGREEMENT FOR SAID DEVELOPMENT,
SUBJECT TO THE APPROVAL OF A GENERAL PLAN LAND USE MAP AMENDMENT,
REZONE, AND OTHER CONDITIONS PRECEDENT**

**MASTER DEVELOPMENT AGREEMENT
For the Oneleven Project
(See the following pages)**

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

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

For Recording Purposes Do
Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT
FOR ONELEVEN**

The City of West Jordan, a Utah municipal corporation (the “**City**”) and One Eleven Development, LLC a Utah Limited Liability Company (“**Master Developer**”), enter into this Master Development Agreement (this “**Agreement**”) as of the date the City’s mayor signs this Agreement, and agree as set forth below. The current owner of the “**Property**” (defined below) is Bland Recycling, LLC, a Utah Limited Liability Company (“**Owner**”), who acknowledges and consents to this Agreement and agrees to be bound to all the terms of this Agreement (as set forth in Section F.1 and the Owner Acknowledgement and Consent below). The City, Master Developer, and Owner are jointly referred to as the “**Parties**”. Each party may be referred to as a “**Party**”.

RECITALS

1. Owner owns approximately 53.2 acres of real property located at approximately 7141 South U-111 Highway and which is identified as Assessor’s Parcel Number(s) 20-27-100-003 and 20-27-200-001 (the “**Property**”), which is more accurately described in the attached Exhibit A. Master Developer or Master Developer’s affiliate has entered into an agreement to purchase approximately 47.7 acres (the “**Residential Property**”) of the Property. The Owner will retain approximately 5.5 acres of the Property (the “**Commercial Property**”) to be developed according to the terms and conditions of this Agreement.

2. The Property is currently designated as Research Park on the Current Future Land Use Map and is proposed to be redesignated as Medium Density (5.1 to 10.0 dwelling units per acre) according to the 2023 General Plan and as depicted on the Proposed Future Land Use Map. The Property is currently zoned Business Research Park (BR-P) and is proposed to be rezoned to the Integrated Housing Development (IH-D) as codified in Title 13, Chapter 5M of the City’s Vested Laws. The Master Development Plan (“**MDP**”) attached as Exhibit B contains depictions of the Current Future Land Use Map, the Proposed Future Land Use Map, the Current Zoning Map, the Proposed Zoning Map, and the Concept Site Plan applicable to the Project.

3. Master Developer and Owner have sufficient resources to develop their respective portions of the Project. Master Developer and Owner acknowledge and agree that the City currently has limited utility infrastructure available for the Project and agree to be bound by these limitations, as set forth in Section D.5 below.

4. Master Developer and Owner may develop the Property in multiple phases. Accordingly, Master Developer or Master Developer’s affiliate has contracted with the Owner to purchase and develop the Residential Property in a manner that is consistent with this Agreement.

5. The Property will be developed in accordance with the development plan(s), subdivision plat(s), and/or site plan(s) approved by the City, the City’s Vested Laws, and as further refined by this Agreement.

6. The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit A – Legal Description of the Property

Exhibit B – Master Development Plan

Exhibit C – Design Guidelines

Exhibit D – City’s Vested Laws

7. The Parties acknowledge that the development and improvement of the Property pursuant to this Agreement will add value for the Master Developer and Owner and will provide certainty useful to all Parties in ongoing and future dealings and relations among the Parties.

8. Master Developer and Owner desire that the Property be developed in a unified and consistent fashion pursuant to this Agreement and the City’s Vested Laws and, as such, are cooperating in the development of the Project and the preparation of this Agreement. Master Developer and Owner each intend to be bound by the terms of this Agreement that are applicable to their respective portions of the Project.

9. By entering into this Agreement, the City is able, subject to the availability of infrastructure, to facilitate the orderly development of the Property which will incorporate integrated housing types (including Moderate-Income housing) and commercial areas; the combination of which will generate substantial one-time funds as well as ongoing property and sales tax revenues for the City.

10. The Project will include commercial development that is strategically placed and designed to allow for appropriate commercial uses within high-traffic and high-use corridors to maximize land use and value within those areas while also supporting a sales tax base for the City.

11. Additionally, by negotiating the orderly and systematic development of the Project pursuant to this Agreement, the City is attempting to help solve the housing shortages currently existing within the County and State. The number, type, and intensity of residential uses approved for development within the Project, including Moderate-Income Housing, are purposefully designed to help mitigate these housing shortages.

12. On the same date this Agreement is approved, the Council is approving an amendment to the Future Land Use Map by changing the designation of the Property from Research Park to Medium Density. This amendment is consistent with the surrounding uses and promotes the general welfare of the City.

13. On the same date this Agreement is approved, the Council is approving an amendment to the Current Zoning Map by rezoning the Property from BR-P (Business Research Park) to IH-D (Integrated Housing Development). This zoning amendment is consistent with the General Plan and Future Land Use Map, as amended, and supports adjacent uses and is otherwise harmonious with surrounding development.

14. The Council has established the Project under the provisions of the City’s Vested Laws for the purpose of implementing development standards and processes that are consistent therewith. In doing so, the City finds that the Project is vested to proceed under the City’s Vested Laws, subject to the limitations and exceptions outlined herein.

15. The Council, acting pursuant to its authority under the Act (defined below) and the City’s Vested Laws, has made certain determinations with respect to the Project and in the exercise of its legislative discretion has elected to approve the uses, intensities, and general configuration of the Project set forth herein through the negotiation, consideration, and approval of this Agreement after all necessary public hearings and recommendations from the Planning Commission.

16. The Parties, having cooperated in the drafting of this Agreement, understand and intend that this Agreement is a “development agreement” within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. § 10-9a-103 (12) and § 10-9a-532 (2024). Master Developer and Owner each individually state that they are represented by competent legal counsel, that they fully understand the terms of this Agreement, that they are receiving adequate consideration for their obligations, and that they agree to be bound by all the terms of this Agreement.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

A. **Recitals; Definitions.** The Recitals and Exhibits are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City’s Vested Laws. As used in this Agreement, the words and phrases specified below shall have the following meanings:

1. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.*
2. **Adjacent Property** means the undeveloped parcel Nos. 20-27-200-003, 20-27-200-007, and 20-27-200-010 that are located to the East of the Property.
3. **Administrator** means the City Administrator or their designee unless some other person or position is appointed by resolution of the Council to serve as the Administrator of this Agreement.
4. **Applicant** means any person or entity making a Development Application for a portion of the Project.
5. **City** means West Jordan City.
6. **City’s Future Laws** means the ordinances, policies, rules, regulations, standards, procedures, and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
7. **City’s Vested Laws** means the ordinances, standards, and procedures of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that were in effect as of the Effective Date of this Agreement, as described in the attached Exhibit D.
8. **Commercial Property** means the approximately 5.5 acres of commercial property within the Project as shown on the Concept Site Plan in the MDP.
9. **Concept Site Plan** means the preliminary master plan layout for the Project which provides for the use, density, and general locations of the Intended Uses in the development of the Project as set forth in MDP.
10. **Council or City Council** means the elected City Council of the City.
11. **County** means Salt Lake County, a political subdivision of the State of Utah.
12. **Current Future Land Use Map** means the Future Land Use Map adopted by the City that is in

effect as of the Effective Date (but prior to amendment in connection with this Agreement or the Project) and which is designated as “Research Park.”

13. **Current Zone** means Business Research Park as that zone is established in the City’s Vested Laws.

14. **Current Zoning Map** means the Zoning Map adopted by the City that is in effect as of the Effective Date (but prior to amendment in connection with this Agreement or the Project) and which depicts the Property as being zoned with the Current Zone.

15. **Default** means a material breach of this Agreement as more fully specified in Section G.10, below.

16. **Design Guidelines** means the general standards for design, materials, and layout of the buildings for the Intended Uses and Project Infrastructure specific to the Project as more fully specified in the attached Exhibit C, and to the extent not established therein, those standards established consistent with the City’s Vested Laws, the Act, and the general policies outlined in this Agreement.

17. **Detached Single Family Dwelling Unit** means a building arranged or designed to be occupied by one family, the structure having only one dwelling unit and not attached to another dwelling unit.

18. **Development Application** means any application to the City for development of a portion of the Project including a plat, building permit, or any other permit, certificate, or authorization from the City for development of any portion of the Project.

19. **Effective Date** means the date this Agreement is signed by the City’s mayor or mayor’s authorized designee.

20. **Extractable Materials** means any rock, sand, gravel, or other extractable products (to include the processing of such rock, sand, gravel, concrete, or other similar products) which may be used by the Master Developer, Owner, and/or their agents, successors, assigns, tenants, guests, and invitees as more fully specified herein.

21. **Homeowner’s Association (“HOA”)** means a homeowner’s association created under Utah Law to perform the functions of a homeowner’s association with respect to the Residential Property.

22. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, businesses, commercial areas, professional and other offices, services, parks, trails, and other uses as more fully specified in the applicable portions of the City’s Vested Laws, the Concept Site Plan, and this Agreement.

23. **Map Amendments** means, collectively, the Proposed Future Land Use Map and the Proposed Zoning Map.

24. **Master Developer** means One Eleven Development, LLC, a Utah limited liability company and its related entities, assignees, or transferees as permitted by this Agreement.

25. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Property of 324 Residential Dwelling Units.

26. **Moderate-Income Housing** means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the County and as determined at the time the housing unit is sold/leased/rented.

27. **Notice** means any notice to or from any party to this Agreement that is either required or permitted to be given to another party.

28. **Open Space** means a use of land for active or passive, public or private, outdoor space to include, but not limited to, such uses as parks, plazas, greens, playgrounds, community clubhouses, swimming pools, dog parks, trails, detention/retention ponds, private/public amenities, or community gardens. Such land is preserved for the purpose of conservation, preservation, agriculture, resource enhancement, recreation, or otherwise providing a buffer to adjacent properties.

29. **Parcel** means an area identified for development of a particular type of Intended Use that is not an individually developable lot.

30. **Phase** means the development of a given portion of the Project at a point in a logical sequence as determined by Master Developer or as otherwise set forth herein. The proposed phasing plan for the Project is set forth in the MDP.

31. **Planning Commission** means the City’s Planning Commission.

32. **Project Infrastructure** means those items of public or private infrastructure within the Property which are necessary for development of the Project including certain roads, utilities, lighting, curbs, gutters, sidewalks, parks, trails, rough and final grading, trees, sod, seeding and other landscaping, storm water detention and retention facilities, water mains, storm sewers, sanitary sewers, and all other improvements required pursuant to this Agreement, City’s Vested Laws, and/or City’s Future Laws, as applicable.

33. **Project** means the total development to be constructed on the Property pursuant to this Agreement with all of the associated public and private facilities, Intended Uses, densities, Phases, and all of the other aspects approved as part of this Agreement including all of the Exhibits.

34. **Property** means that approximately 53.2 acres of real property described in Exhibit A and which includes the Residential Property and Commercial Property as depicted in the MDP.

35. **Proposed Future Land Use Map** means the Future Land Use map of the City as amended by the Council in connection with this Agreement and the Project, and which designates the Property as “Medium Density.”

36. **Proposed Zoning Map** means the Zoning Map of the City as amended by the Council in connection with this Agreement and the Project, and which depicts the Property as being zoned with the Integrated Housing – Development (IH-D) zone as set forth in the City’s Vested Laws.

37. **Owner** means Bland Recycling, LLC and its related entities, assignees, or transferees, as permitted by this Agreement.

38. **Public Infrastructure** means infrastructure, improvements, or facilities that benefit the public and are owned by a public entity or a utility and which may include “system improvements” (as that term is defined in Utah Code Ann. § 11-36a-102(22) (2024) and “project improvements” (as that term is defined in Utah Code Ann. § 11-36a-102(15) (2024).

39. **Residential Dwelling Unit (“RDU”)** means a single residential unit intended to be occupied for residential living purposes; and, for purposes of calculating the Maximum Residential Units, each Detached Single Family Dwelling Unit, each Townhome, and each Twinhome shall individually equal one RDU. Accessory apartments, casitas, and other similar uses that are ancillary to a primary residential use shall not be counted as a Residential Dwelling Unit for purposes of the Maximum Residential Units.

40. **Residential Property** means that approximately 47.7 acres of property within the Project that is designated for development of RDUs as depicted on the attached Concept Site Plan.

41. **Subdeveloper** means an entity or person not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

42. **Temporary Secondary Access** means the minimum 20’ of drivable, compacted road base to serve as the temporary emergency/secondary access for phase 1 of the Project as depicted in the phasing plan of the MDP.

43. **Townhome** means a Residential Dwelling Unit that is attached horizontally to one or more other Residential Dwelling Units and which may be platted individually or as a group of units as a group of townhome units (e.g., 4-plex; 5-plex; 6-plex; etc.).

44. **Twin Home** means a Residential Dwelling Unit that is attached horizontally to one other Residential Dwelling Unit and which may be platted individually or as a group of twin homes (e.g., a “duplex”).

45. **U-111** means State Route 111.

46. **UDOT** means the Utah Department of Transportation.

B. **Condition(s) Precedent.** The rights and obligations of the Parties as set forth herein shall be subject to each of the following conditions precedent:

1. **Approval of this Agreement.** The rights and authority of Master Developer and Owner to develop their respective portions of the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council, in its sole legislative discretion, approves, by Ordinance, this Agreement.

2. **Approval of Map Amendments.** The rights and authority of Master Developer and Owner to develop their respective portions of the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if the City Council, in its sole legislative discretion, approves, by Ordinance, the Map Amendments.

3. **Ownership of Property.** Master Developer (or its affiliate) and Owner, for themselves individually and collectively, certify that they own, or have the right to purchase and own, each portion of the Property. The rights and authority of Master Developer and Owner to develop the Property pursuant to the terms of this Agreement are contingent upon and shall only come into being if Master Developer and Owner maintain the right to purchase and own, continue to own, or do own, each portion of the Property at the time this Agreement and the Map Amendments are approved.

C. **Governing Regulations; and Conflicting Provisions.** The Property, if developed, shall be developed in accordance and consistent with the following hierarchy of levels of documents (collectively the “Governing Regulations”): (i) first (highest level), the provisions of this Agreement, including the MDP, the Concept Site Plans (as updated by any final plans for the Project subsequently approved by the City), the Design Guidelines, and all

the other Exhibits; and (ii) second, the requirements and benefits provided for in relation to the Current Zone under the City's Vested Laws. Any conflicting provisions shall be resolved in favor of the higher level of document. Accordingly, the Parties acknowledge that this Agreement shall be considered a land use application and an ordinance adopted by the Council through its legislative powers and consistent with Utah Code Ann. § 10-9a-502 (2024), including a review and recommendation from the Planning Commission after a public hearing, and shall thereafter operate as an amendment to any portion of the City's Vested Laws that is inconsistent with the terms and conditions of this Agreement.

D. Development Rights and Obligations.

1. **Development Plans, Subdivision Plats, and Site Plans.** In addition to the Master Developer and Owner complying with the provisions of the Governing Regulations, development of their respective portions of the Property by the Master Developer and Owner shall be in accordance with any City-approved development plans, subdivision plats, and site plans. Upon approval of this Agreement, subsequent development plans, subdivision plats, and site plans submitted in connection with the Project shall be approved by the City if such development plans, subdivision plats, and site plans comply with this Agreement and any applicable City's Vested Laws.

2. **Approved Maximum Residential Units.** The Maximum Residential Units in the Project shall be 324 Residential Dwelling Units. Of the total Maximum Residential Units, no more than 100 shall be Detached Single Family Dwelling Units, no more than 12 shall be Twin Homes, and no more than 212 shall be Townhomes. Because of the private ownership of certain roads and other amenities, the Townhomes may be clustered/segregated from the Single-Family Dwelling Units as depicted on the Concept Site Plan.

3. **Moderate-Income Housing.** In compliance with the City's Vested Laws, Master Developer shall construct 3% of the Maximum Residential Units as Moderate-Income Housing. The Moderate-Income Housing in the Project shall be comprised of ten (10) Townhomes. The Moderate-Income Housing shall be completed in the second phase of the Project. Master Developer reserves the right to relocate the Moderate-Income Housing units within the Project so long as the number of Moderate-Income Housing units remains 3% of the Maximum Residential Units. The relocation of any of the Moderate-Income Housing units by Master Developer shall not require an amendment to this Agreement so long as such Moderate-Income Housing Units are developed no later than the second phase of the Project.

4. **Project Streets.** Approved cross sections and traffic calming measures for all public and private roads (which are specified as being public or private in the Concept Site Plan) are depicted in the MDP. All roads designed as "private" on the Concept Site Plan shall be owned and maintained by the HOA. Master Developer agrees to construct all project streets and traffic calming devices according to the design set forth in the MDP.

5. **Limited City Utility Infrastructure.** The Project shall connect to utility connections with the City, subject to the availability of the City's utility connections and capacity. The City does not guarantee any specific degree or amount of connections or capacity of utility infrastructure other than what is currently available and what becomes available, according to the City's plans and discretion. Currently, the City has the culinary water storage, transmission lines, other lines, pump stations, and related culinary water, sanitary sewer, and storm drain infrastructure according to Section D.6 below.

6. **Future Additional City Utility Infrastructure.** Master Developer acknowledges and agrees that the City currently has limited utility infrastructure available to accommodate the Maximum RDUs and Intended Uses of the Project. As it relates to the Property, the City's Water Master Plan (along with its corresponding system) is only designed to accommodate approximately 80 equivalent residential units (ERUs). The buildout of the Project would require additional capacity for 264 Water ERUs (the "Additional ERUs"). Accordingly, with the approval of this Agreement, Master Developer and Project Owner agree to be bound by these limitations and further

acknowledge and agree that the Project is only initially vested with 80 water ERUs. The Parties agree that 30 of the 80 ERUs shall be allocated for the benefit of the Commercial Property. In order to construct the Maximum RDUs as set forth herein, the following options are available:

a. Master Developer may wait for the City to complete the construction of additional infrastructure, or the Master Developer may negotiate with the City to complete the construction of this infrastructure and be reimbursed by the City;

b. If the Master Developer chooses to wait for the City to complete the construction of this additional infrastructure, the City may provide the culinary water and other utilities needed for the remainder of the Project when the City determines that culinary water storage capacity or other utility infrastructure is available, as determined by the City's Public Utilities Director, in the Public Utilities Director's sole and absolute determination; or

c. Master Developer and the City may confer on other options of providing utilities for the remainder of the Project and formalize such options as an amendment to this Agreement or other written agreement between the Parties.

7. Parks Space and Amenities. Master Developer shall set aside at least 20% of the total residential acreage for Open Space as identified on the Concept Site Plan. All such Open Space developed within the Project shall be privately owned and maintained by the HOA consistent with City standards. Master Developer acknowledges that the configuration, location, and items of Open Space as depicted in the Concept Site Plan satisfies the open space requirements set forth in the City's Vested Laws which are applicable to the Project.

8. UDOT Permits Required; and Master Developer's Share of Intersections. The Project is located immediately adjacent to U-111 which is owned and operated by the UDOT. The Concept Site Plan requires that the Project connect to U-111 directly at 7400 South and indirectly at 7000 South. Accordingly, Master Developer shall, at its own cost and expense, obtain any and all permits from UDOT necessary to construct the Project Infrastructure (or other Public Infrastructure needed to service the Project) and shall strictly comply with the requirements and conditions of such permits as set forth in the approvals from UDOT, including Master Developer's proportionate share of the right-of-way dedication and the construction of road improvements for the intersections at 7000 South and 7400 South on U-111 as required by UDOT.

a. *Cooperation with UDOT.* Master Developer and City acknowledge that the timing, nature, and scope of certain improvements along U-111 (including the intersections of 7000 South and 7400 South) are at the discretion of UDOT. Notwithstanding, Master Developer and City covenant to cooperate with UDOT to facilitate (to the extent feasible as determined by UDOT) improvements along U-111 in connection with Master Developer's UDOT permit applications. Such cooperation shall include, but not be limited to: (1) a right by the City to review any such UDOT applications prior to Master Developer's submittal of such to UDOT; (2) timing of improvements as required by UDOT; and (3) agreements establishing the shared costs of any improvements completed by Master Developer in connection with the UDOT approvals that qualify for reimbursement. In any event, the Parties recognize that UDOT may not adhere to or otherwise require Master Developer to comply with the suggestions of the City and/or Master Developer with regard to the timing, nature, and scope of improvements along U-111 (including at the intersections of 7000 South and 7400 South). Accordingly, the Parties acknowledge and agree that neither Party shall be in default of this Section D.8 so long as such Party cooperates in the UDOT permit process as set forth herein and strictly complies with the requirements of any such applicable UDOT approvals.

9. Secondary Emergency Access. In order to develop the approved RDUs within phase 1, Master Developer must provide for secondary emergency access (in addition to the ingress/egress planned for the Project onto 7000 South). Accordingly, Master Developer shall construct the Temporary Secondary Access as part of Phase

1 of the Project as depicted in the phasing plan set forth in the MDP. Master Developer shall construct the Temporary Secondary Access to the standards and specifications set forth in this Agreement and the City's Vested Laws.

10. **Easements for Sewer and Other Utilities.** The Parties acknowledge that in order to gravity flow sewer from the Project to the City's sewer system, the Project's sewer system would need to cross the Adjacent Property. Master Developer is coordinating with the owner of the Adjacent Property to obtain an easement for a gravity sewer system through the Adjacent Property. Master Developer shall work with the owner of the Adjacent Property to connect to this gravity sewer system. Easements for sewer, culinary water, and storm drain infrastructure which are necessary for the Project shall be acquired to the satisfaction of the City prior to the recording of any subdivision plat.

11. **Certain Extraction, Processing and Uses Permitted.** The Parties acknowledge that Owner is currently operating a crushing and processing plant on the Property that was previously approved by the City. The City hereby agrees that Owner and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to continue the current extraction and processing of the Extractable Materials in the same manner as already permitted by the City until the first residential certificate of occupancy is issued for the Project. The new zoning for the Property (IH-D) shall not be construed to limit or restrict any such extraction, processing, and related activities except as set forth in this Section.

a. *Winddown Period.* Beginning upon the City's issuance of the first residential certificate of occupancy for the Project, Owner shall have a "Winddown Period" of eighteen (18) months to remove the Extractable Materials located on the Property. In connection therewith, and during the Winddown Period, Owner shall be permitted to keep or relocate the then-present equipment on the Property and haul off the stockpiled Extractable Materials. Nothing contained in this Section D.11.a shall be construed as limiting Master Developer from undertaking any development, construction, or processing activities associated with the development of the Project.

12. **Upsizing of Public Infrastructure.** The City shall not require Master Developer or Owner to construct or "upsized" any Public Infrastructure larger than is required to service the Project unless financial arrangements reasonably acceptable to Master Developer and Owner are made to compensate Master Developer or Owner for the incremental or additive costs of such upsizing. An acceptable financial arrangement for upsizing means (but is not limited to) reimbursement agreements, pioneering agreements, and/or impact fee credits and reimbursements.

13. **Applicability of Building Design Elements.** Master Developer acknowledges that pursuant to Utah Code Ann. § 10-9a-534 (2024), the City may impose certain requirements for building design elements for one- or two-family dwellings if agreed to as part of a development agreement and/or in exchange for an increase in density. Master Developer further acknowledges that the Map Amendments and this Agreement provide greater density than is currently permitted on the Residential Property. Accordingly, and subject to the Governing Regulations set forth herein, the Building Design Elements (as that term is defined in Utah Code Ann. § 10-9a-534(1) (2024)) of the City's Vested Laws shall apply to the development of the Project including to all dwellings, structures, and buildings constructed thereon.

E. **Vested Rights and Reserved Legislative Powers.**

1. **Development Rights.** Master Developer and Owner shall have the right to develop and construct their respective portions of the Project in accordance with the terms and conditions of this Agreement and the City's Vested Laws. The Parties acknowledge that this Agreement grants to Master Developer and Owner "vested rights" as that term is construed in Utah Code Ann. § 10-9a-509 (2024), and as interpreted in Utah Case Law.

2. **Reserved Legislative Powers.** The Master Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all police powers that cannot be so limited.

F. Term; Agreement Runs With the Land.

1. **Term.** The obligations of the Parties of under this Agreement shall take effect as of the date the Effective Date, shall run with the land, and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; except that if the Master Developer (or any of its affiliates) purchases all the Residential Property from the Owner, then the Owner shall be released from any obligations under this Agreement related to the Residential Property (and the Agreement shall no longer be in effect towards the Owner as to the Residential Property), but the Owner shall remain responsible and liable for its obligations under this Agreement related to the Commercial Property (the Agreement shall remain in effect towards the Owner as to the Commercial Property). Unless the Parties mutually agree to extend the term by written agreement, this Agreement shall not extend beyond a period of ten (10) years from its date of recordation in the office of the Salt Lake County Recorder. If the Property has not been fully developed consistent with this Agreement prior to its termination, the undeveloped Property may not be developed until one of the following occurs: (i) a new written agreement has been negotiated and executed by the Parties or successors in interest, governing development of the Property; or (ii) Master Developer or its successor in interest applies to the City for zoning and the City Council, in its sole legislative discretion approves either the requested or different zoning.

2. **Early Termination.** If from the Effective Date of this Agreement either (i) no Substantial Construction has occurred within two (2) years within an individual phase of the Project; or (ii) any part of the Project has not been completed within ten (10) years, the City may unilaterally terminate this Agreement. For purposes of this Agreement, the term "Substantial Construction" means completion of at least twenty-five percent (25%) of the value of all the public and nonpublic improvements in each phase of the Project, as determined by the city engineer or his designee.

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

G. General Provisions.

1. **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the addresses noted below or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

Master Developer: One Eleven Development, LLC
 Attn: Jim Giles
 14034 South 145 East, Suite 204
 Draper, UT 84020

With a Copy to: One Eleven Development, LLC
Attn: Chase Andrizzi
14034 South 145 East, Suite 204
Draper, UT 84020

Owner: Bland Recycling, LLC
Attn: Bo Bland
6451 West 2100 South
PO Box 410
Riverton, UT 84065

City: West Jordan
Attn: City Mayor
8000 South Redwood Road
West Jordan, UT 84088

With a Copy to: West Jordan
Attn: City Attorney
8000 South Redwood Road
West Jordan, UT 84088

2. **Mailing Effective.** Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above.

3. **No Waiver.** Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce any other provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

5. **Authority.** The Parties represent to one another that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Master Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The Parties warrant to one another that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. Before signature of this Agreement, all trustees of any trust who are acting on behalf of the trust as a party to this Agreement or subsequent agreements must produce proof to the City's satisfaction that the signatory signing this Agreement is indeed the legally authorized trustee of the trust. The Master Developer represents to the City that by entering into this Agreement, Master Developer has bound all persons and entities having a legal or equitable interest in the Property to the terms of this Agreement as of the Effective Date.

6. **Entire Agreement.** This Agreement, including exhibits to this Agreement and all other documents referred to in this Agreement, contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions.

7. **Amendment.** This Agreement may be amended in whole or in part with respect to all or any

portion of the Property by the mutual written consent of the Parties to this Agreement. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office. Moreover, any amendment to this Agreement not recorded in the Salt Lake County Recorder's Office shall be void *ab initio*.

8. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Master Developer's ability to complete the development of the Property is not defeated by such severance.

9. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. **Default.**

a. If Master Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party as provided herein. If the City believes that the default has been committed by a third party, then the City shall also provide a courtesy copy of the notice to Master Developer. The Notice of Default shall:

- (1) Specify the claimed event of default by identifying with particularity specific provisions of this Agreement, and any applicable law, rule, or regulation that the Party is claimed to be in default;
- (2) Identify why the default is claimed to be material; and
- (3) If a party chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

b. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

11. **Remedies.** If, after meeting and conferring, the Parties are not able to resolve an alleged default, then the Parties may have the following remedies:

- a. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination;
- b. The right to draw on any security posted or provided in connection with the Project and relating to remedying a default; and
- c. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project on those properties owned by the defaulting party.

12. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 11 without meeting the requirements of Section 12. The City shall give Notice to Master Developer and/or any applicable successor or assign of record, of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting

regarding the claimed emergency default.

13. **Extended Cure Period.** If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by written agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

14. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

15. **Force Majeure.** All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Master Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Master Developer or its successors.

16. **Attorney's Fees and Costs.** If any Party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

17. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

18. **No Third-Party Rights.** The obligations of the signatories of this Agreement and the City, set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

19. **Assignment.** Master Developer and Owner shall not assign, delegate, or transfer their interests in this Agreement without prior written approval by the City, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, Master Developer or Owner may freely assign their respective interest in this Agreement (without approval from the City) as set forth below or to: (i) an entity that is owned or controlled by the assigning Party or its affiliates or subsidiaries; or (ii) any joint venture partner of the assigning Party or its affiliates or subsidiaries so long as the assigning Party gives written notice of such assignment to the City and the successor party agrees to assume the assigning Party's obligations set forth in this Agreement. Except as set forth in the preceding sentence, any attempt to assign, delegate, or transfer this Agreement without the City's prior written approval will be void *ab initio*, and the assigning Party will remain liable for the performance of each and every obligation of Master Developer (or Owner, as applicable) in this Agreement. If an assignment, delegation, or transfer is held not to be void, the parties intend that this Agreement will be binding on the assignee, delegatee, or transferee, as applicable. Any such request for assignment may be made by letter addressed to the City as provided herein, and the prior written consent of the City may be evidenced by letter from the City to Master Developer (or Owner, as applicable) or its successors or assigns. The assignment of one or more phases of the Project shall require the assignee to sign a form of acknowledgement and consent, as designated by the City, and in the sole and absolute discretion of the City, agreeing to be bound by the terms of the City's Vested Laws and this Agreement.

a. **Sale of Lots/Units/Parcels.** Master Developer and/or Owner may create or sell a Parcel or Subdivision, as is provided in Utah Code Ann. § 10-9a-103(66)(c)(v) (2024), that does not create any individually developable lots in the Parcel or Subdivision. Master Developer's or Owner's selling or conveying of lots, units, or parcels to builders, end users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the Council unless specifically designated as such by Master Developer or Owner. If Master Developer or Owner sells or conveys lots, units, or parcels

to builders, end users, or Subdevelopers, the land so sold and conveyed shall bear the same rights, privileges, Intended Uses, and configurations as set forth in the Concept Site Plan. Furthermore, any such builder, end user, or Subdeveloper that purchases or receives any property within the Project that does not amount to an “assignment” as set forth herein shall be subject to the terms and conditions of this Agreement. Notwithstanding, any sale or conveyance of lots, units, or parcels under this Section which does not amount to an “assignment” shall not relieve Master Developer and/or Owner of their respective obligations under this Agreement.

b. *Partial Assignment.* If any proposed assignment is for less than all of Owner’s or Master Developer’s rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Owner and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

20. **No Agency Created.** Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Combined Parties.

21. Third-Party Challenges and Indemnification, including Referendum.

a. *Indemnification.* Master Developer shall, at all times, protect, indemnify, save harmless, and defend City and its agents, employees, officers, and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Regulations, by Master Developer, Master Developer’s agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement (“Any Claims”), and including but not limited to Any Claims regarding the current lack of adequate Additional Water Infrastructure or On-Site Fire Protection Facilities. Nothing in this provision shall be deemed to limit or impair Master Developer’s rights or claims for contribution, indemnification, or relief against City’s contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Master Developer shall not be required to indemnify, hold harmless, or defend City from any claims or liabilities caused by, or resulting from, any actions or failures to act by City or its agents, employees, officers, or contractors.

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

22. **Owner’s Termination Right.** If Master Developer has not closed on the purchase of the Residential Property within 90 days of the Effective Date, then Owner may thereafter unilaterally terminate this Agreement by sending written notice to the City and Master Developer of such termination. In the event of such termination, the rights and obligations of the Parties shall be discharged and this Agreement shall be of no further force or effect. If not previously exercised, Owner’s termination right set forth in this Section shall expire upon Master Developer’s closing on the purchase of the Residential Property.

23. **Non-Liability of Officials or Employees.** No officer, representative, agent, or employee of the City, Owner, or the Master Developer shall be personally liable to the defaulting party, or any successor-in-interest or assignee of defaulting Party, in the event of any default or breach by either Party or for any amount which may become due to defaulting Party, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

24. **Representation Regarding Ethical Standards.** The Master Developer and Owner each individually represent that they have not knowingly influenced, and hereby promise that they will not knowingly influence, a current or former City officer or employee to breach any of the ethical standards set forth in the City Ethics Ordinance codified in Title 1, Chapter 11 (including Article A) of the West Jordan City Code.

25. **Public Information.** The Parties understand and agree that all documents related to this agreement will be public documents, as provided in Utah Code Ann. § 63G-2-101, *et seq.*

26. **Counterparts.** This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement, having been approved by the City of West Jordan pursuant to the Ordinance authorizing such execution, and by a duly authorized representative of Master Developer.

CITY OF WEST JORDAN
a Utah municipal corporation



By: *Dirk Burton*
Dirk Burton, Mayor

ATTEST:

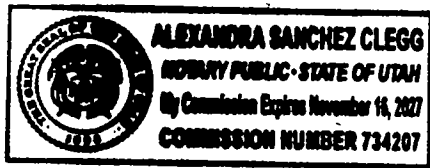
Tangee Sloan
City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 7th day of August, 2024, before the undersigned notary public in and for the said state, personally appeared Dirk Burton, known or identified to me to be the Mayor of the City of West Jordan, and Tangee Sloan, the City Recorder of the City of West Jordan, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

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



Alexandra Sanchez Clegg
Notary Public for Utah

APPROVED AS TO FORM

Amanda...
City Attorney's Office

MASTER DEVELOPER
ONE ELEVEN DEVELOPMENT, LLC
a Utah Limited Liability Company

Signature: 

Print Name: Jim Giles

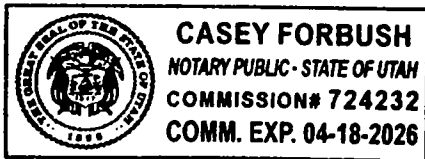
Title: manager

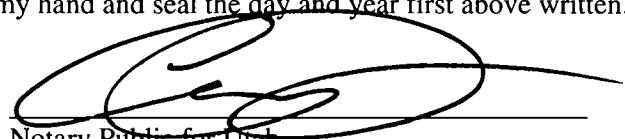
ACKNOWLEDGMENT

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

On this 6th day of August, 2024, before the undersigned notary public in and for the said state, personally appeared Jim Giles, known or identified to me to be the Manager of ONE ELEVEN DEVELOPMENT, LLC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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




Notary Public for Utah

OWNER ACKNOWLEDGEMENT AND CONSENT

BLAND RECYCLING, LLC is the Owner of the Property (and the future owner of the Commercial Property) referenced in the agreement entitled "MASTER DEVELOPMENT AGREEMENT FOR ONELEVEN", the Agreement to which this OWNER ACKNOWLEDGEMENT AND CONSENT is a part. By its signature, BLAND RECYCLING, LLC: (i) acknowledges that it has reviewed the terms and provisions of the Agreement (including the Exhibits and all material referenced in the Agreement); (ii) has had opportunity, if so desired, to review the Agreement with legal counsel; (iii) acknowledges that Master Developer is authorized to enter into this Agreement; and (iv) acknowledges that pursuant to Section F.1 above of the Agreement, the Agreement shall also apply to all other current owners of real property (including, as applicable, the Owner) in the Project, if any, who are likewise bound to all the terms of the Agreement, except that, pursuant to Section F.1 above, if the Master Developer (or any of its affiliates) purchases all the Residential Property from the Owner, then the Owner shall be released from any obligations under this Agreement related to the Residential Property (and the Agreement shall no longer be in effect towards the Owner as to the Residential Property), but the Owner shall remain responsible and liable for its obligations under this Agreement related to the Commercial Property (the Agreement shall remain in effect towards the Owner as to the Commercial Property).

BLAND RECYCLING, LLC
A Utah Limited Liability Company

Signature: *Byron Bland*

Print Name: Byron Bland

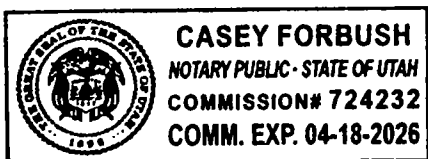
Title: Manager

ACKNOWLEDGMENT

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

On this 6th day of August, 2024, before the undersigned notary public in and for the said state, personally appeared Byron Bland, known or identified to me to be the manager of BLAND RECYCLING, LLC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



[Signature]
Notary Public for Utah

Exhibit A

Legal Description of the Property

LEGAL DESCRIPTION:

Parcel 1:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27. TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN: THENCE SOUTH 0°07'15" EAST ALONG THE QUARTER SECTION LINE 2,637.98 FEET, MORE OR LESS TO THE CENTER OF THE SAID SECTION: THENCE NORTH 89°57'25" EAST 219.78 FEET; MORE OR LESS. THENCE NORTH 33°01' EAST 633.58 FEET, MORE OR LESS; THENCE NORTH 19°43'20" EAST 1180.89 FEET, MORE OR LESS: THENCE NORTH 70°16'40" WEST 27.5 FEET: THENCE NORTH 19°43'20" EAST 750 FEET: THENCE NORTHERLY ALONG A CURVE TO THE LEFT 255.75 FEET TO THE NORTH SECTION LINE OF THE SAID SECTION: THENCE NORTH 89°59'58" WEST 1,259.03 FEET ALONG THE SAID SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDS OF STATE ROAD U-111.

Parcel 2:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD U-111, SAID POINT BEING SOUTH 00°06'24" EAST 942.56 FEET ALONG QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 27. TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°06'24" EAST 1694.59 FEET TO THE CENTER OF SAID SECTION 27: THENCE SOUTH 00°06'24" EAST 149.47 FEET ALONG SAID QUARTER SECTION LINE TO THE NORTH LINE OF THE KENNECOTT COPPER RAILROAD RIGHT OF WAY AND A POINT ON THE ARC OF A 2242.01 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT: THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 366.08 FEET (CHORD BEARS SOUTH 53°46'03" WEST 365.67 FEET) TO SAID EAST RIGHT OF WAY LINE, THENCE NORTH 08°03'15" EAST 2080.72 FEET TO THE POINT OF BEGINNING.

Exhibit B
Master Development Plan

ONE 11

AT WEST JORDAN

MASTER DEVELOPMENT PLAN

Prepared By



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INTRO



OVERVIEW

One11 is a 53.2-acre master-planned development located in West Jordan City bordered by 7000 South to the north, Highway U-111 to the west, and the Kennecott Railroad to the east and south. The current land use designation for this development is Research Park and is currently zoned as BR-P (Business & Research Park). This development plan proposes to change the land use of this development to Medium Density Residential and rezoned as IH-D (Integrated Housing Development) to align more with the surrounding land uses.

The development will consist of both residential and commercial uses. The residential portion will consist of 47.7 acres and will be located between 7000 South and the proposed 7400 South road alignment and between Highway U-111 and the Kennecott Railroad. The commercial portion will consist of 5.5 acres and will be located south of the proposed 7400 South road alignment and between Highway U-111 and the Kennecott Railroad.

The proposed master plan consists of 324 integrated residential units comprised of 100 single family detached lots, 12 twin home lots, and 212 attached townhome units to be built in two phases. Single-family detached lots will feature a mix of lot sizes. Twinhome lots will be integrated into the northern portion of the community with the single family and adjacent to the multi family. Twinhome units will all be frontload. The townhome attached units will feature a mix of front-load and alley-load buildings located primarily within the southern portion of the development. Ten Moderate Income Housing units will be constructed in the second phase of the development. 5.5 acres of commercial property has been strategically located on the southern end of the community adjacent to Highway U111. The overall density of this development is 6 .1 units/acre.

One11 will provide private open space areas and amenities throughout the development for recreation and relaxation. The development is proposing 10.2 acres of open space intermixed throughout the residential portion of the project, consisting of over 20% of the residential area. Portions of open space above 30% grade are not included in the overall open space area. Private open space and amenities will be owned and maintained by the HOA.

LAND DEVELOPMENT REGULATIONS & CODE VARIATIONS

As set forth in Section C of the Master Development Agreement for One11, development shall be in accordance with: (1) the Master Development Agreement for One11; (2) this Master Development Plan; and (3) to the extent development standards or plans are not addressed in the Master Development Agreement or this Master Development Plan, the City's Vested Laws.

PROJECT LOCATION MAP



ALTA/NSPS LAND TITLE SURVEY

PROPERTY OF BLAND RECYCLING, LLC
WEST JORDAN CITY, UTAH
PREPARED FOR DAITULAH

LOCATION: THE NE1/4, SW1/4 OF SECTION 27, T2S, R2W, S18M

DATE	08/08/2023
BY	DAITULAH
CHECKED BY	DAITULAH
SCALE	AS SHOWN
TOTAL	1 OF 2

NARRATIVE & NOTES

1. This survey was prepared for the purpose of showing the location and area of the proposed subdivision of the land shown hereon for the purpose of the proposed subdivision.

2. The area shown hereon is the same as that shown on the plan filed for record on 08/08/2023.

3. The area shown hereon is the same as that shown on the plan filed for record on 08/08/2023.

4. The area shown hereon is the same as that shown on the plan filed for record on 08/08/2023.

5. The area shown hereon is the same as that shown on the plan filed for record on 08/08/2023.

LEGAL DESCRIPTION

THE NE1/4 OF SECTION 27, T2S, R2W, S18M, BLAND COUNTY, UTAH.

THE SW1/4 OF SECTION 27, T2S, R2W, S18M, BLAND COUNTY, UTAH.

THE NE1/4 OF SECTION 27, T2S, R2W, S18M, BLAND COUNTY, UTAH.

THE SW1/4 OF SECTION 27, T2S, R2W, S18M, BLAND COUNTY, UTAH.

EXHIBITS & REFERENCES

1. The area shown hereon is the same as that shown on the plan filed for record on 08/08/2023.

2. The area shown hereon is the same as that shown on the plan filed for record on 08/08/2023.

3. The area shown hereon is the same as that shown on the plan filed for record on 08/08/2023.

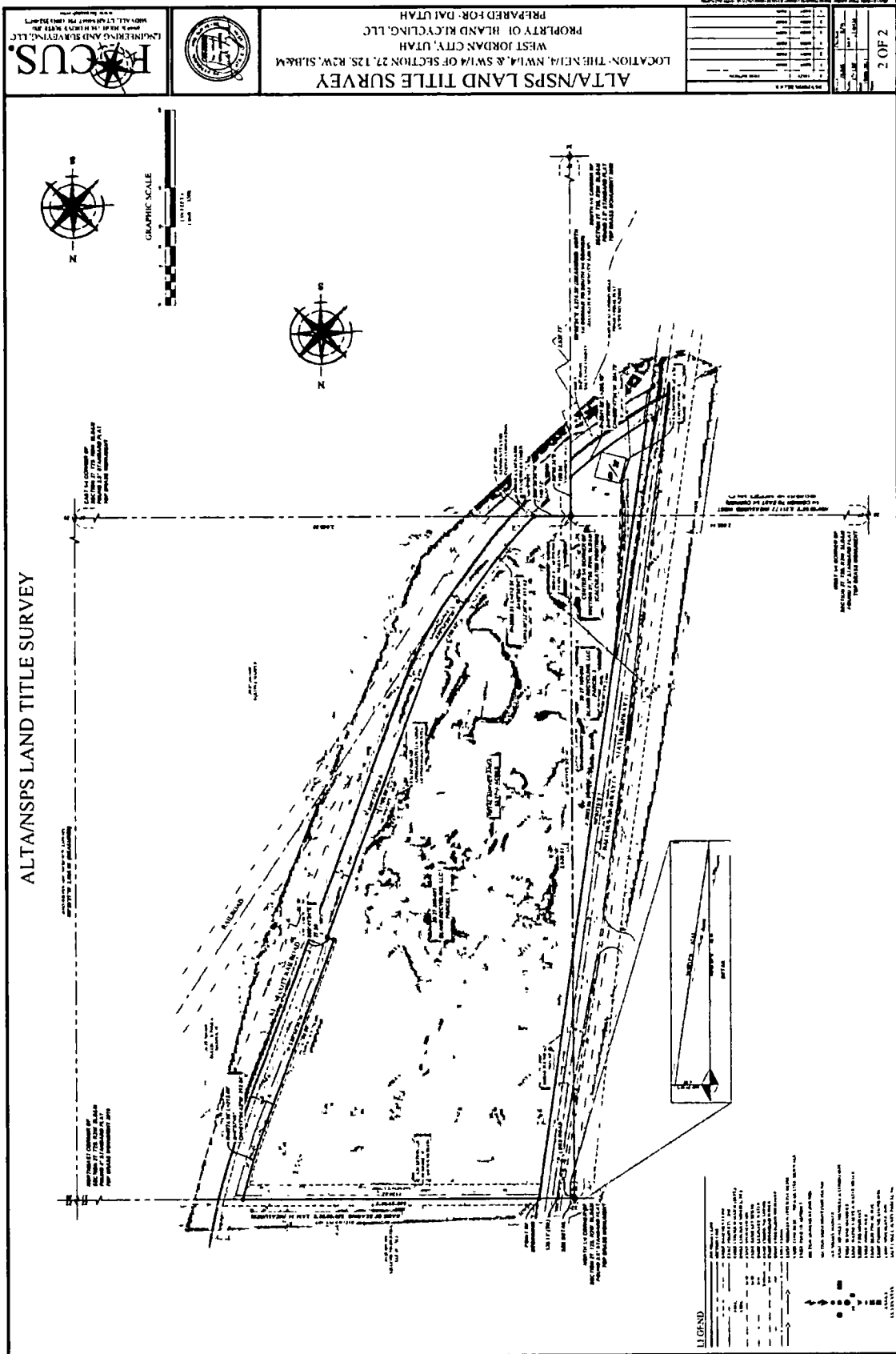
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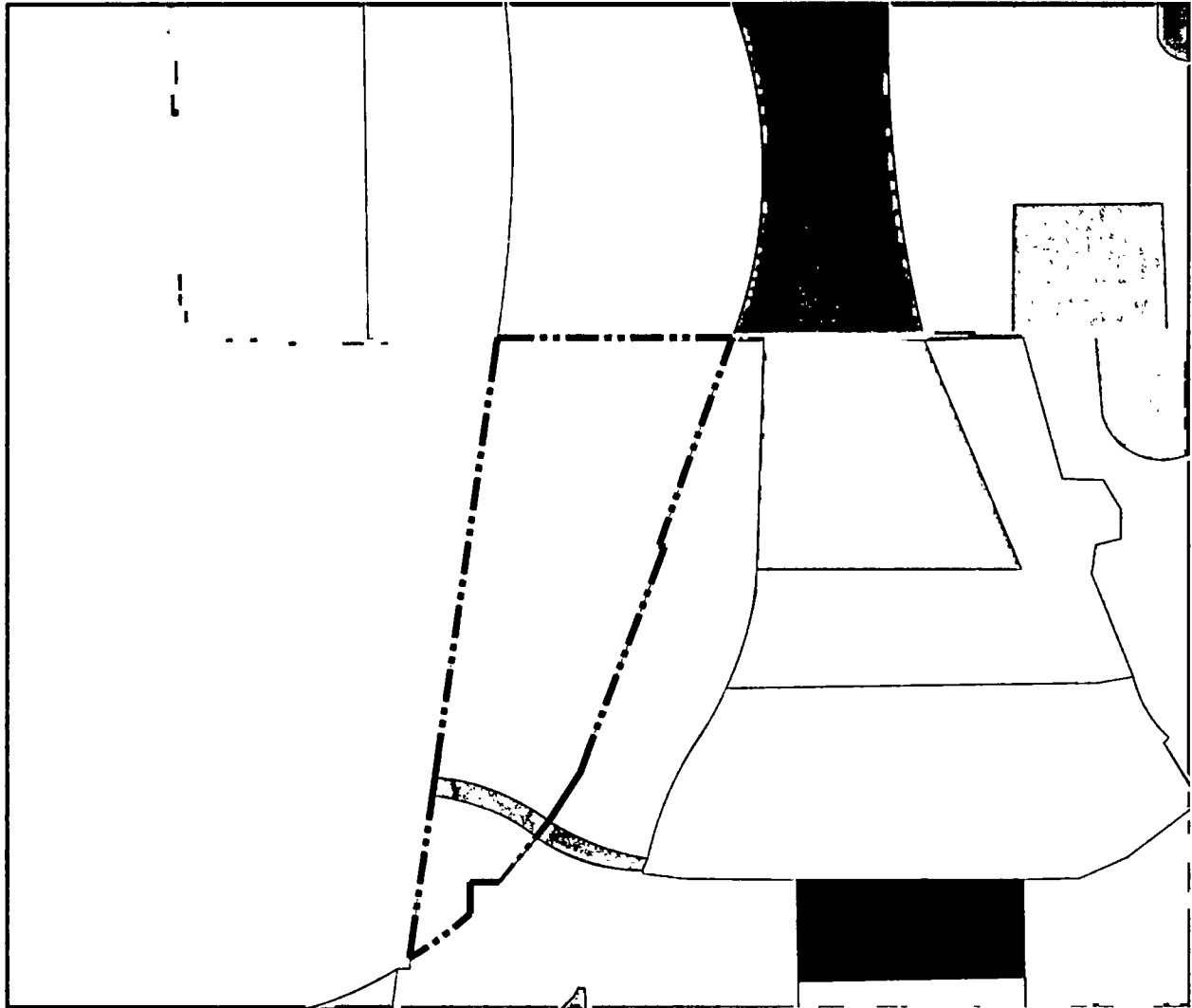
5. The area shown hereon is the same as that shown on the plan filed for record on 08/08/2023.

DAITULAH
 Surveyor
 Bland County, Utah



ALTA SURVEY SHOWING EXISTING FEATURES















LEGEND

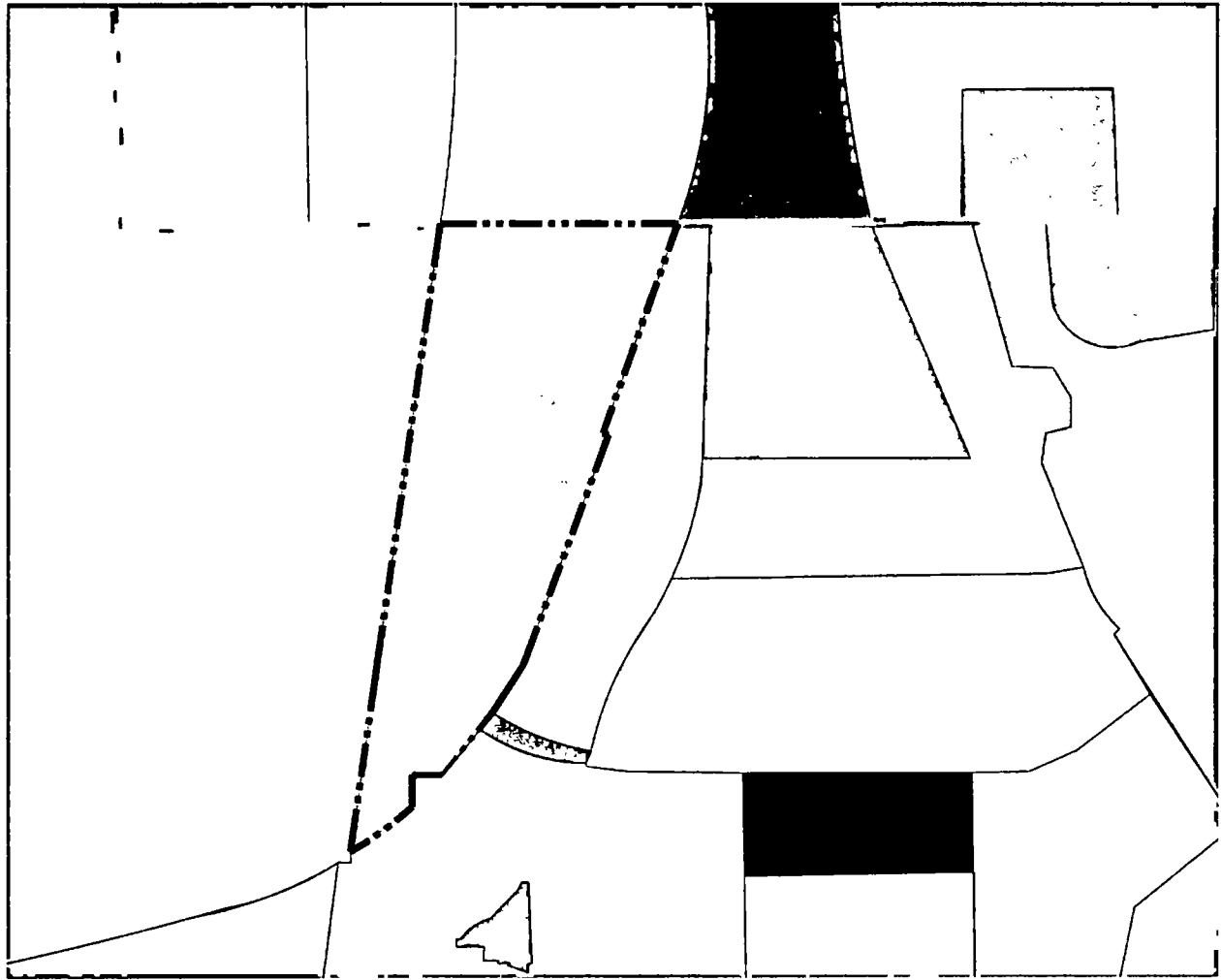
— CITY BOUNDARY

- - - PROJECT BOUNDARY

-  MASTER PLANNED COMMUNITY
-  VERY LOW DENSITY RESIDENTIAL
-  LOW DENSITY RESIDENTIAL
-  MEDIUM DENSITY RESIDENTIAL
-  HIGH DENSITY RESIDENTIAL

-  PARKS & OPEN LAND
-  FUTURE PARK
-  RESEARCH PARK
-  LIGHT INDUSTRIAL
-  PUBLIC FACILITIES















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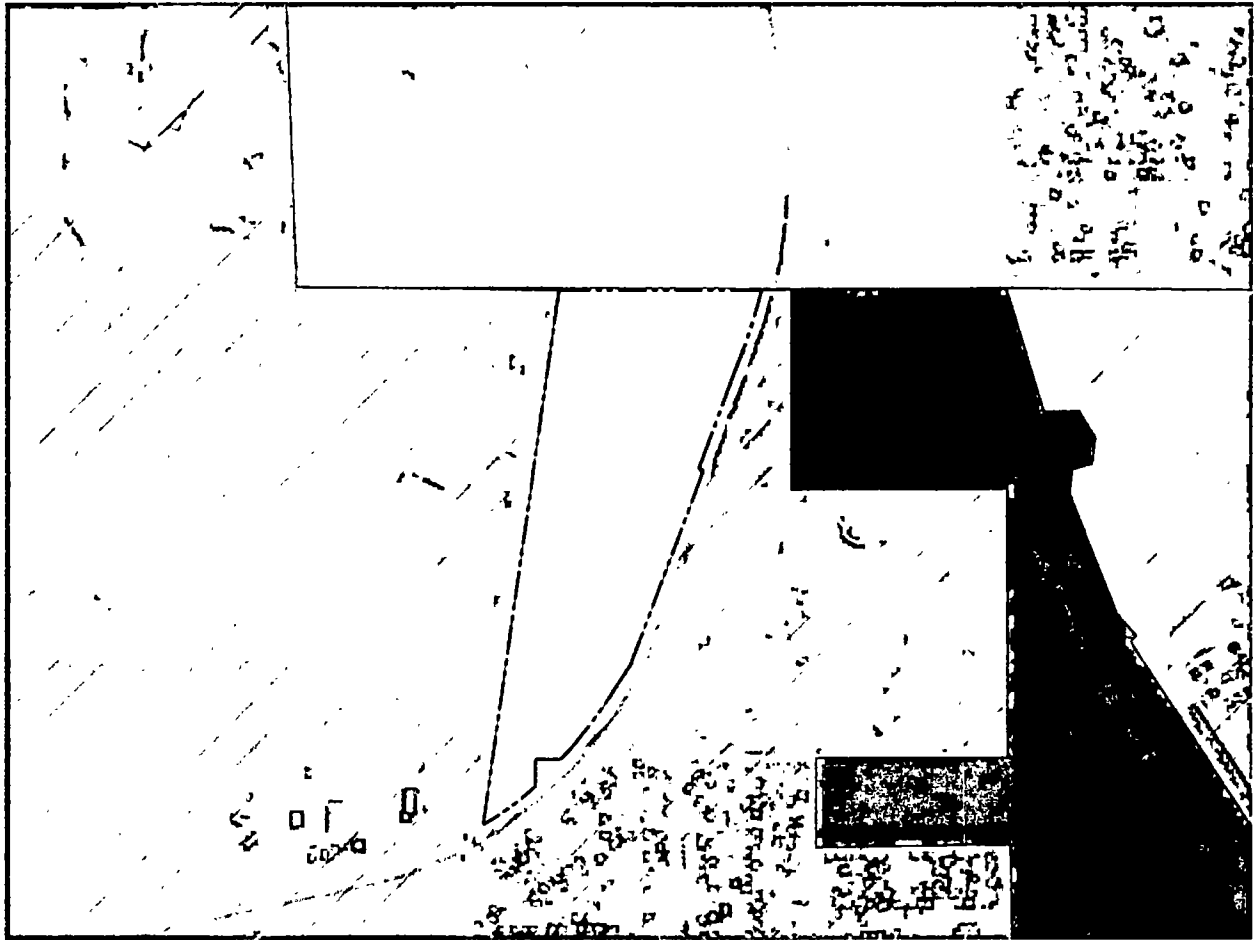
— CITY BOUNDARY

- - - PROJECT BOUNDARY







-  MASTER PLANNED COMMUNITY
-  VERY LOW DENSITY RESIDENTIAL
-  LOW DENSITY RESIDENTIAL
-  MEDIUM DENSITY RESIDENTIAL
-  HIGH DENSITY RESIDENTIAL

-  PARKS & OPEN LAND
-  FUTURE PARK
-  RESEARCH PARK
-  LIGHT INDUSTRIAL
-  PUBLIC FACILITIES

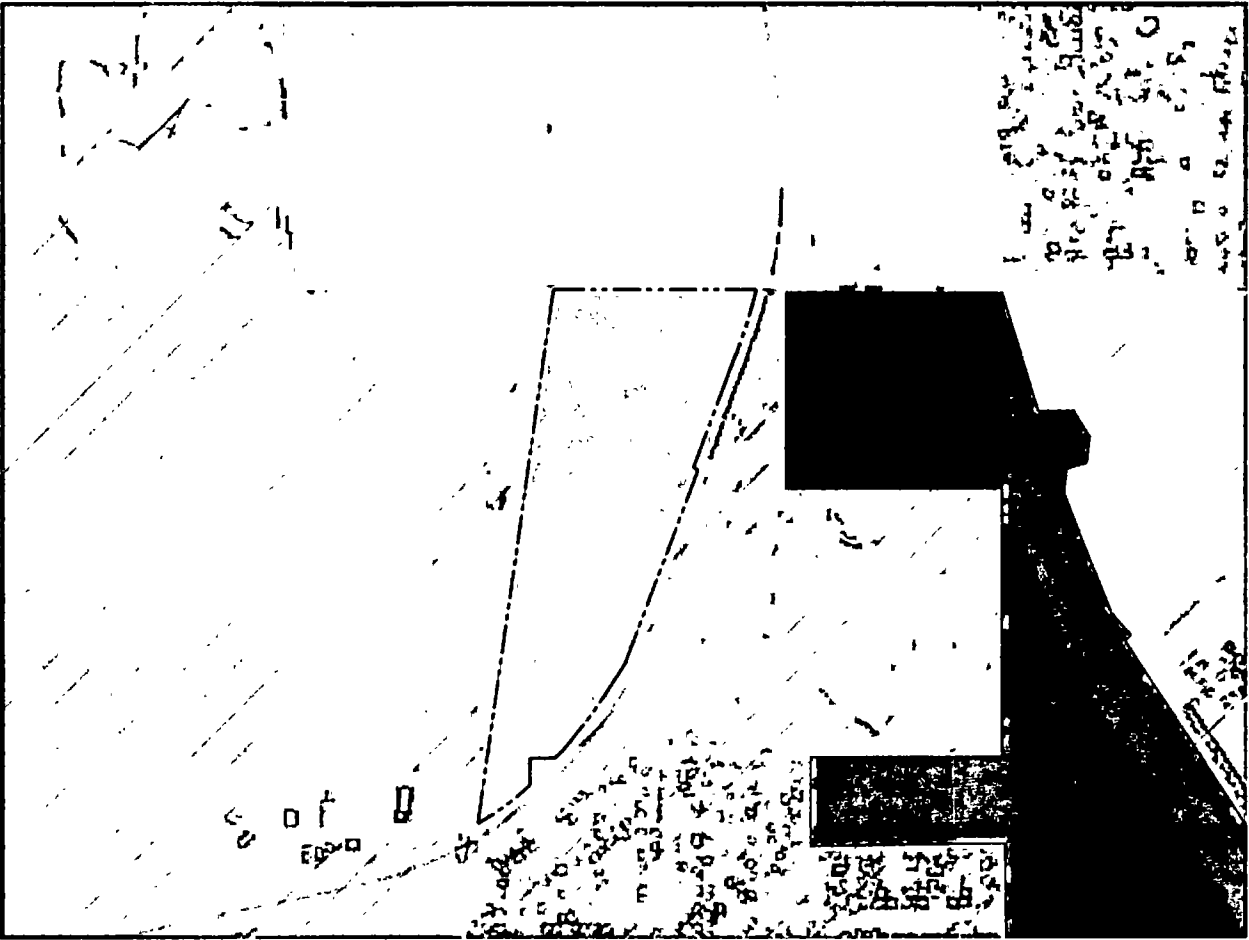










LEGEND

-  CITY BOUNDARY
-  PROJECT BOUNDARY
-  BR-P BUSINESS & RESEARCH PARK
-  VARIOUS WEST SIDE PLANNING AREA RESIDENTIAL ZONES
-  PUBLIC FACILITIES
-  A-20 AGRICULTURAL





LEGEND

-  CITY BOUNDARY
-  PROJECT BOUNDARY
-  VARIOUS WEST SIDE PLANNING AREA RESIDENTIAL ZONES
-  PUBLIC FACILITIES
-  A-20 AGRICULTURAL
-  IH-D INTEGRATED HOUSING DEVELOPMENT



LAND USES & DESIGN STANDARDS

LAND USE VISION

The One11 residential community will feature a variety of residential types and lot sizes. The intent of the different residential types is to provide future residents of One11 with a variety of lot sizes, architectural styles, lifestyles, and affordability options. This diversity of housing types will appeal to a broad group of future West Jordan homeowners and will help create a more integrated and vibrant community.

RESIDENTIAL BULK & INTENSITY REQUIREMENTS

The housing types in One11 are shown in the table below along with the area, setback, and height requirements proposed within this planned community. The variation in these types of housing will increase West Jordan's housing supply at multiple levels of affordability, making housing more accessible to residents. Single family units will be traditional, detached homes on a lot with minimum lot widths and area depicted herein. Twin homes and townhome units will be a mix of front-load and alley-load units with full driveways and guest parking, with close proximity to open space and other amenities.

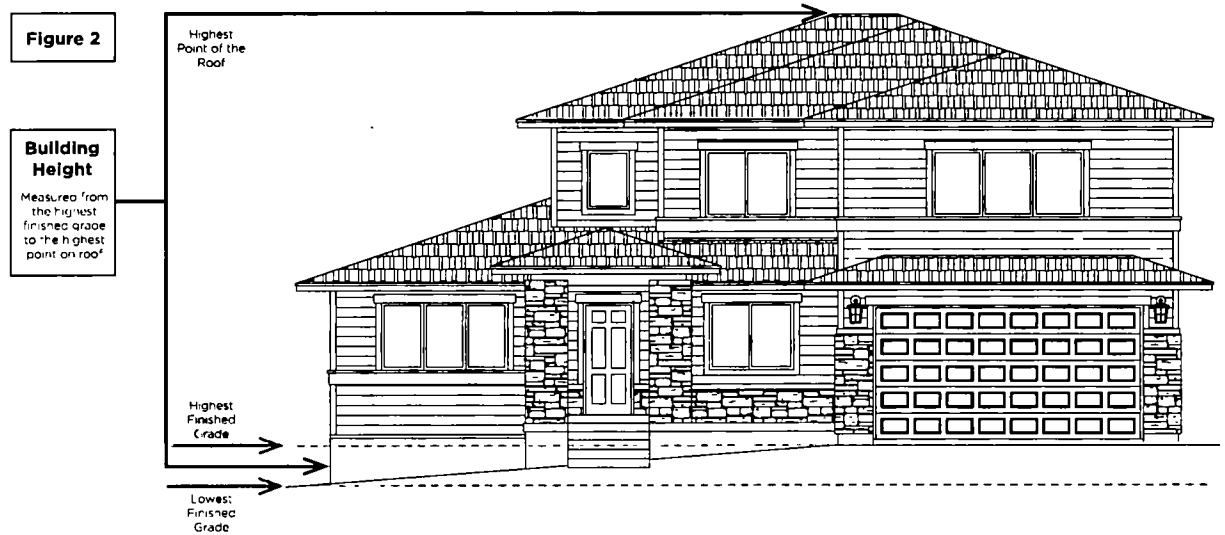
	Alley-Load Townhomes	Front-Load Townhomes	Twin Homes	Alley-Load Single-Family Detached Cottage Lot	Front-Load Single-Family Detached Cottage Lot	Single-Family Detached Village Lot
Min. Lot Area	NA	NA	4,000	4,350 sqft	4,350 sqft	6,000 sqft
Minimum Lot Width (Measured at Setback)	NA	NA	45'	40'	40'	60'
Min. Front Yard Setback	10'	20'	20'	10'	20'	20'
Minimum Side Yard Setback (Interior Lots)	15' between buildings (must comply with fire code)	15' between buildings (must comply with fire code)	8'	5'	5'	5'
Minimum Side Yard Setback (Corner Lots)	10'	10'	10'	10'	10'	10'
Minimum Rear/Alley Yard Setback (Interior Lots)	20'	10'	15'	20'	20'	20'
Maximum Building Height	45'	45'	40'	40'	40'	40'
Minimum Living Area	1,000 sqft	1,000 sqft	1,000 sqft	1,500 sqft	1,500 sqft	1,500 sqft

NOTES

1. The average lot area for single-family lots is 6,392 square feet.
2. The average lot frontage for single-family lots is 45.16 feet.

NOTES

3. Irregular shaped lots located along the circular portion of a cul-de-sac or knuckle may utilize a reduced minimum frontage of 35' at the right of way line of a public street.
4. All townhome setbacks are to nearest public or private sidewalk or top back of curb, whichever is closest.
5. Lot width is measured from either the build-to line, when applicable, or the front setback, whichever is further back from the front property line to provide for curvilinear/coving design.
6. Garage placement will be in accordance with setbacks as defined in the table above.
7. Building height is measured from the highest finished grade across the front of the structure to the highest point of the roof, excluding ancillary structures. If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade across the front of the structure to the highest point of the coping of a flat roof or the deck line of a mansard roof.



ALLEY-LOAD TOWNHOMES

Front 10'
 Side 15' between buildings
 (10' on street side)
 Rear 20'

FRONT-LOAD TOWNHOMES

Front 20'
 Side 15' between buildings
 (10' on street side)
 Rear 10'

FRONT-LOAD TWIN HOMES

Front 20'
 Side 16' between buildings
 (10' on street side)
 Rear 15'

**ALLEY-LOAD SINGLE-FAMILY
 DETACHED COTTAGE LOTS**

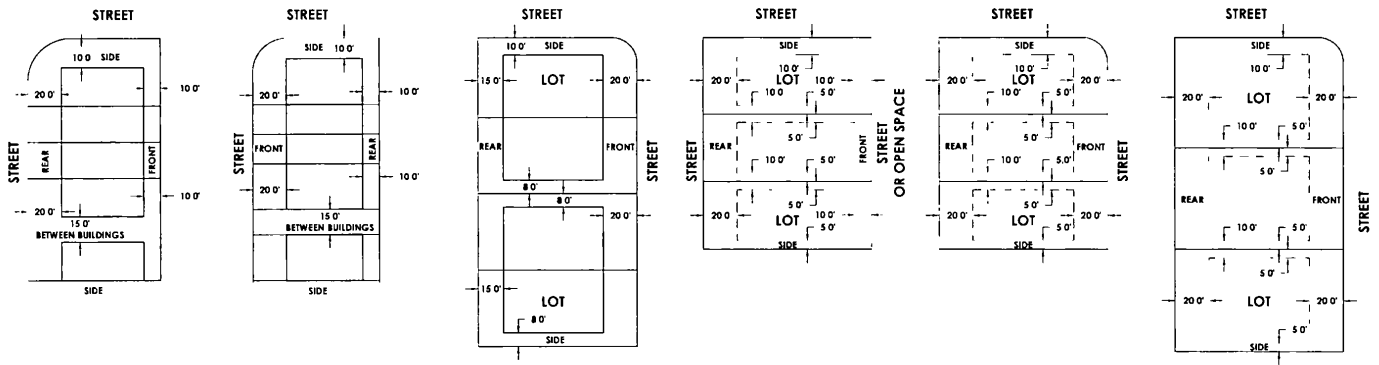
Front 10'
 Side 5'
 (10' on street side)
 Rear 20'

**ALLEY-LOAD SINGLE-FAMILY
 DETACHED COTTAGE LOTS**

Front 20'
 Side 5'
 (10' on street side)
 Rear 20'

**SINGLE-FAMILY DETACHED
 VILLAGE LOTS**

Front 20'
 Side 5'
 (10' on street side)
 Rear 20'



NOTE

1 All townhome setbacks are to nearest public or private sidewalk or top back of curb, whichever is closest

SINGLE-FAMILY DETACHED ARCHITECTURE & DESIGN

Single Family Detached homes in One11 will feature front-load products on Cottage and Medium Lots and alley-load product on Cottage lots only. All Single Family Detached homes will include a two car garage (minimum 16' wide garage door). Front-load and alley-load single family detached homes will have a minimum 20' long driveway. All single family detached homes will comply with the Architectural Design Guidelines.

FRONT-LOAD SINGLE-FAMILY DESIGNS

NOTE: The following renderings generally depict the detached home types that will be constructed on single family detached **cottage** or single-family detached village lots. Actual colors, materials, and final architectural details may differ from what is depicted so long as final design elements are compliant with the standards and requirements of the Architectural Design Guidelines.



NOTE: These renderings generally depict the home types that will be constructed on single family detached village lots in One11. Actual colors, materials, and final architectural details may differ from what is depicted so long as final design elements are compliant with the standards and requirements of the Architectural Design Guidelines attached hereto as Exhibit A.



Example Single-Family Front-Load Elevations



Praine Concept 'A'



Craftsman Concept 'B'



Traditional Concept 'C'



Prairie Concept 'A'



Craftsman Concept 'B'



Traditional Concept 'C'



Prairie Concept 'A'



Craftsman Concept 'B'



Traditional Concept 'C'



Prairie Concept 'A'



Craftsman Concept 'B'



Traditional Concept 'C'



Prairie Concept 'A'



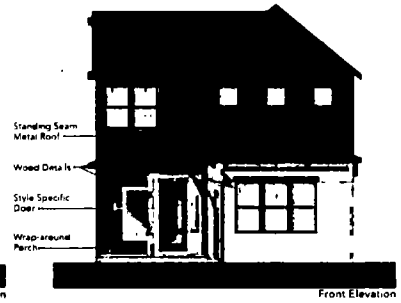
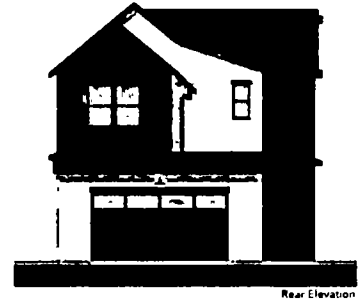
Craftsman Concept 'B'

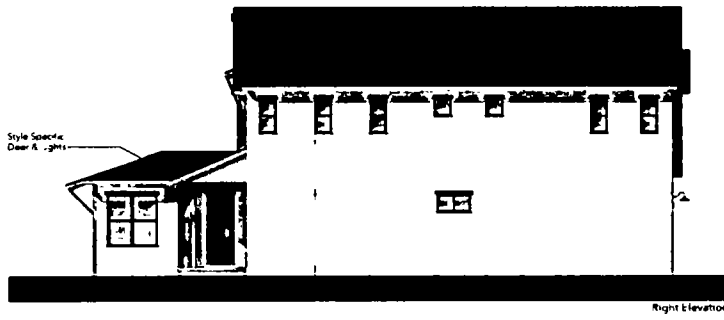


Traditional Concept 'C'

REAR-LOAD SINGLE-FAMILY DESIGNS

Example of Single-Family Rear-Load Designs





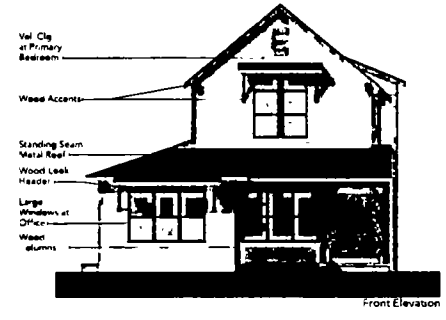
Right Elevation



Rear Elevation



Left Elevation



Front Elevation

- Val Ctg at Primary Bedroom
- Wood Accents
- Standing Seam Metal Roof
- Wood Look Header
- Large Windows at Office
- Wood columns



Front Perspective



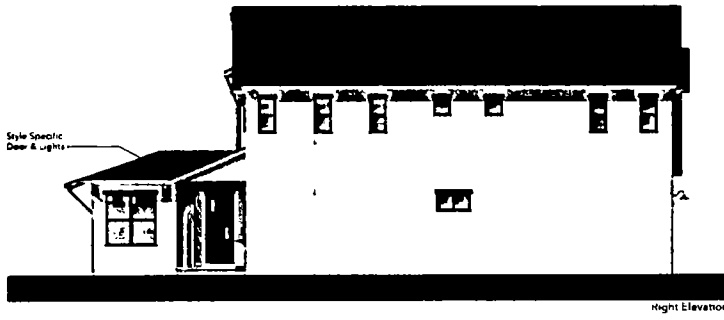
Rear Perspective



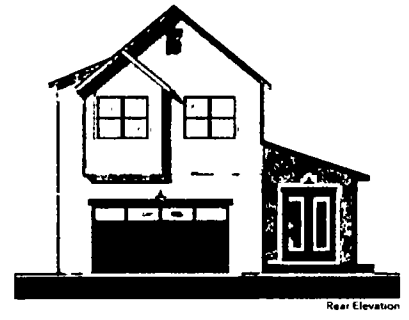
Front Perspective



Rear Perspective



Right Elevation



Rear Elevation



Left Elevation



Front Elevation



Front Perspective



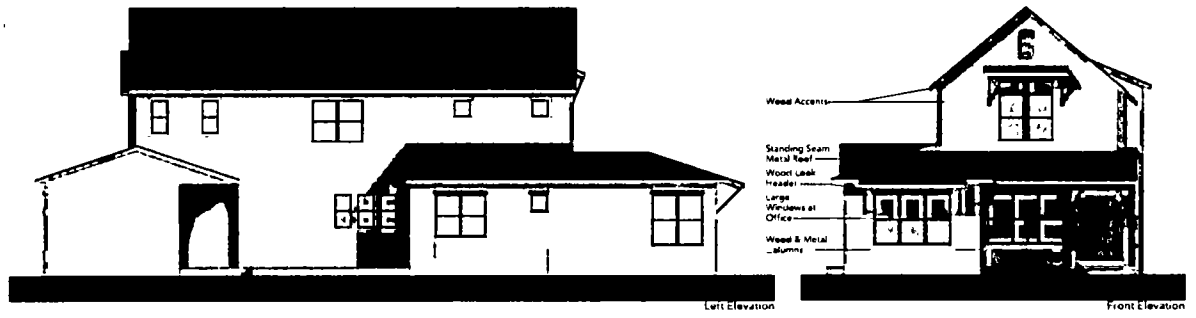
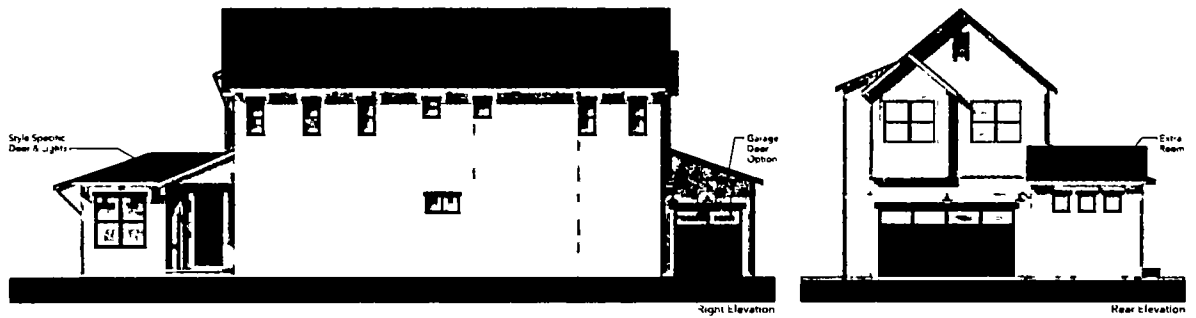
Rear Perspective



Front Perspective



Rear Perspective

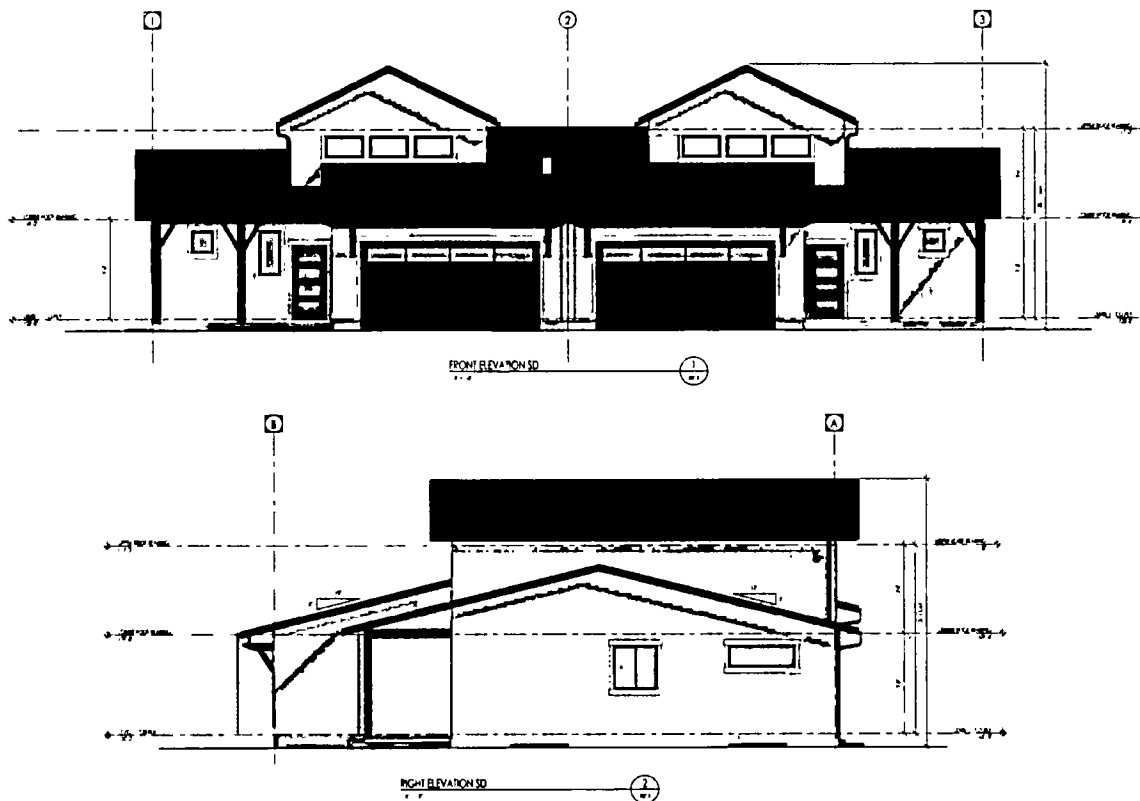


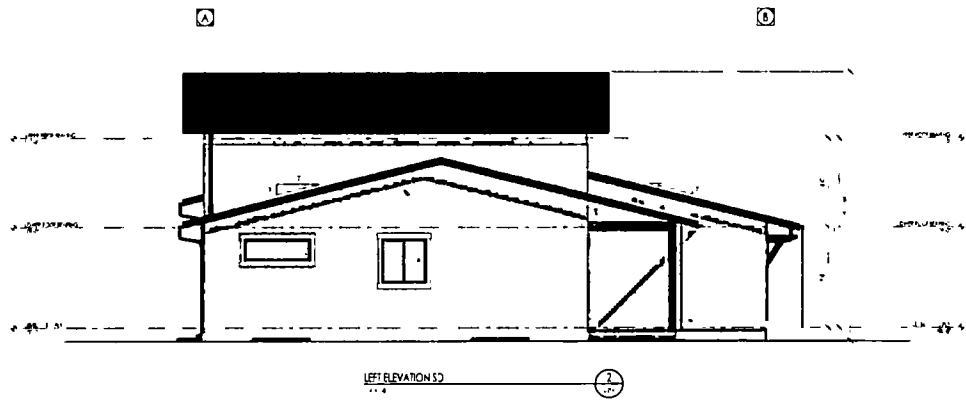
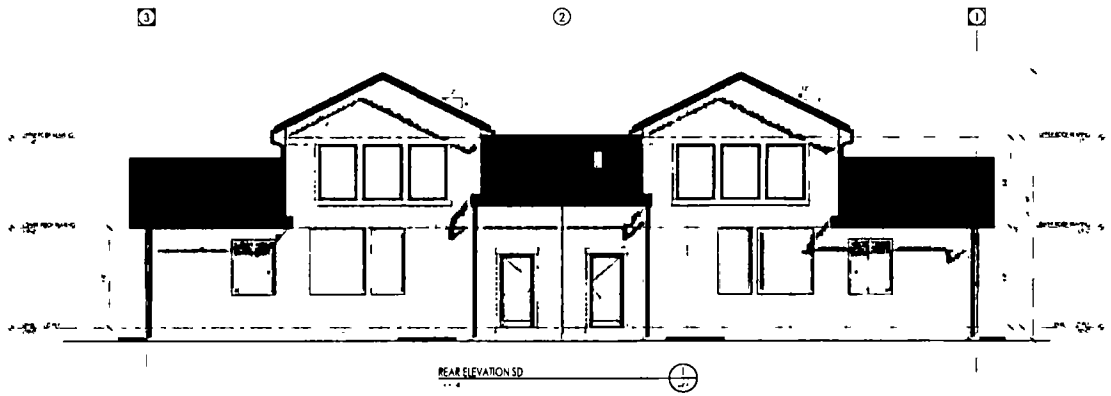
TWIN HOME ARCHITECTURE & DESIGN

A twin home consists of two separate homes that are connected by a center wall. The front elevation for each individual home is identical, but mirrored. Twin homes in One11 are front-load products with the garage and front door facing the street. All twin homes include a two-car garage with a minimum 16' wide garage door and a minimum 20' long driveway. Twin homes are designed with a primary bedroom on the main floor and the remainder of the bedrooms in the basement. All twin homes will comply with the Architectural Design Guidelines attached hereto as Exhibit A.

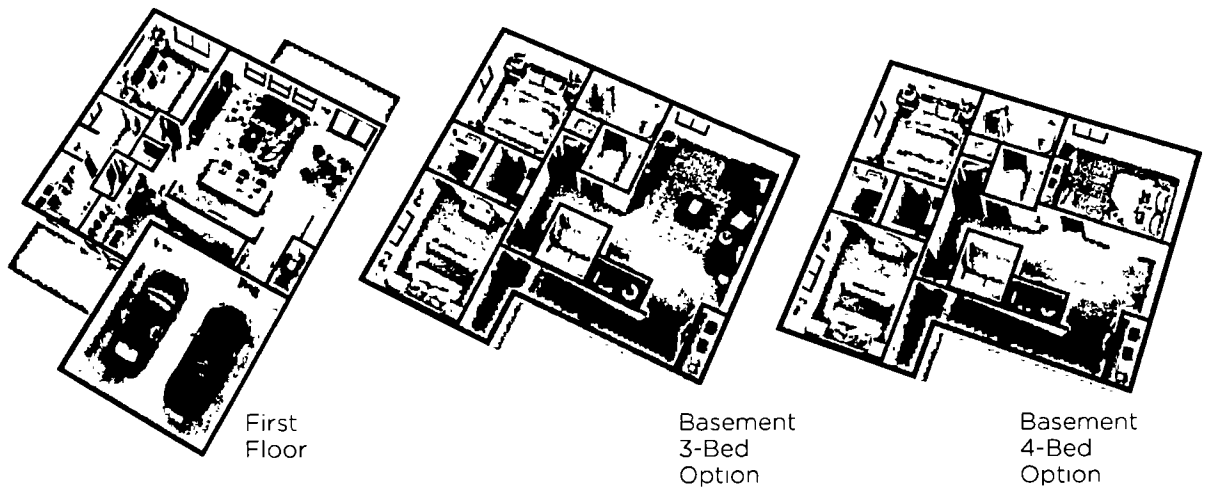


TWIN HOME ELEVATIONS





Example — Twin Home 3D Floor Plans — 3/4 Bed, 3.5 Bath



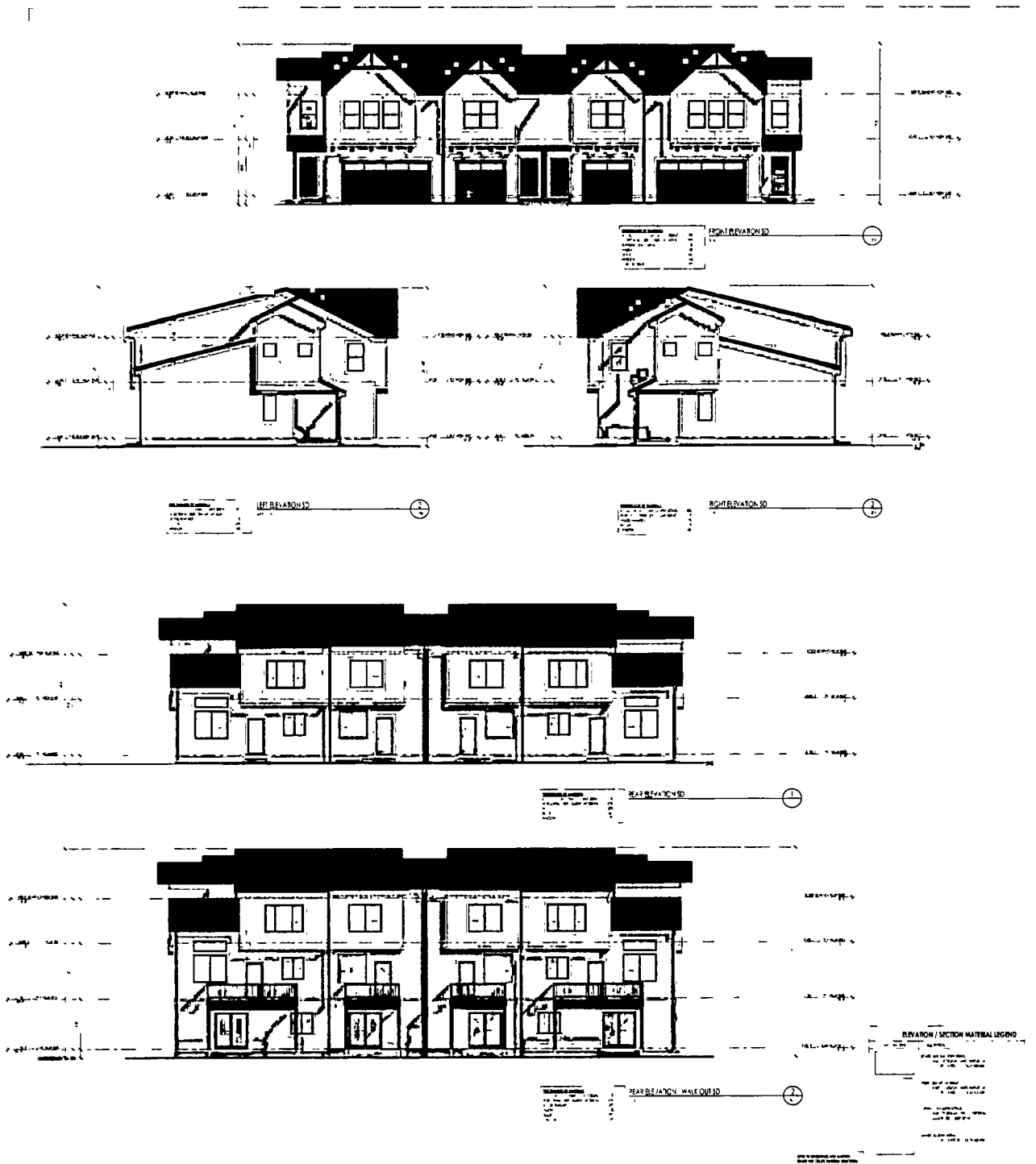
TOWNHOME ARCHITECTURE & DESIGN

Townhomes in One11 will feature front- and alley-load products of up to six units per building. The majority of Townhome units will include two car garages with a minimum 16' wide garage door. Up to 35 townhome units may be one-car garages with a minimum 9' wide garage door. All townhomes (including front-load and alley-load units) will have a minimum 20' long driveway. All townhomes will comply with the Architectural Design Guidelines attached hereto as Exhibit A. Townhomes will include off-street guest parking as further detailed in the Parking Plan included in this MDP.



FRONT-LOAD TOWNHOME ELEVATIONS

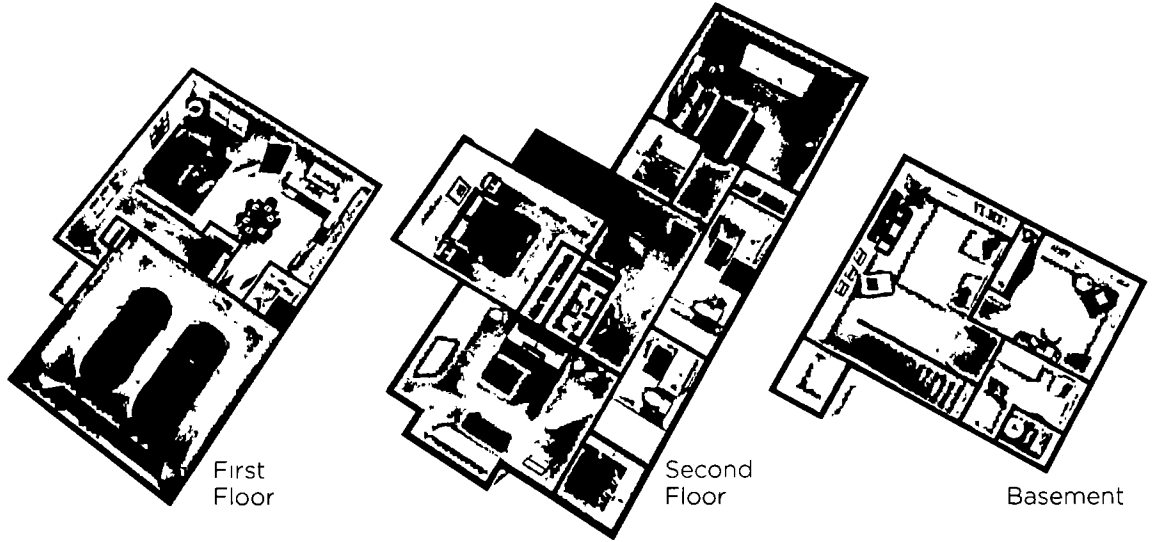
Example – 4-Plex Elevations



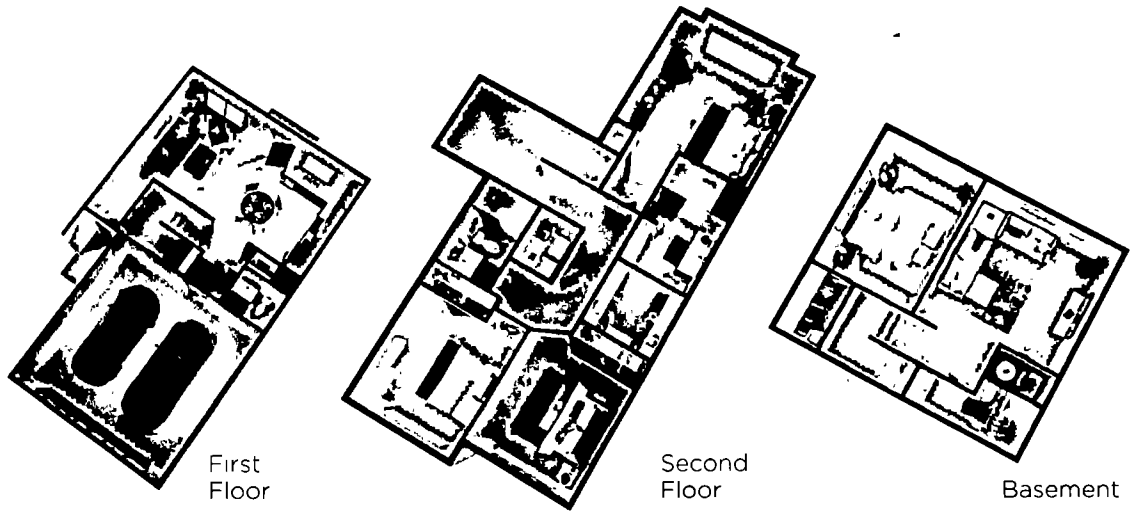
Example – 6-Plex Elevations



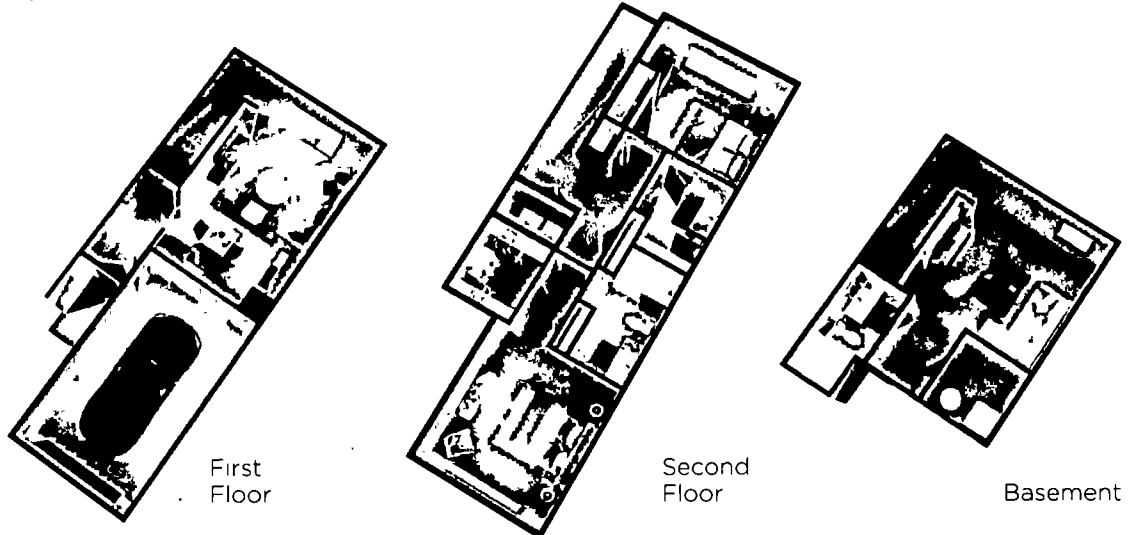
Example – Timberline 3D Floor Plans – 3/4 Bed, 2.5/3.5 Bath



Example – Yellowstone 3D Floor Plans – 3/4 Bed, 2.5/3.5 Bath



Example – Sequoia 3D Floor Plans – 2 Bed, 2/3 Bath



REAR-LOAD TOWNHOME ELEVATIONS

Example – 4-Plex Elevations



FRONT ELEVATION



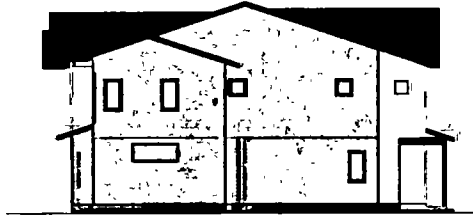
RIGHT ELEVATION

REAR / SECTION MATERIAL LEGEND

[Symbol]	BRICK
[Symbol]	CONCRETE
[Symbol]	GLASS
[Symbol]	WOOD
[Symbol]	ROOFING



REAR ELEVATION



LEFT ELEVATION

REAR / SECTION MATERIAL LEGEND

[Symbol]	BRICK
[Symbol]	CONCRETE
[Symbol]	GLASS
[Symbol]	WOOD
[Symbol]	ROOFING

Example — 4-Plex Elevations



1 EAST ELEVATION



2 LEFT ELEVATION

ELEVATION / SECTION MATERIAL LEGEND

[Symbol]	BRICK
[Symbol]	WOOD SIDING
[Symbol]	ASPH/FLT SHINGLES
[Symbol]	CONCRETE
[Symbol]	GLASS
[Symbol]	IRON
[Symbol]	STEEL
[Symbol]	PAINTED METAL
[Symbol]	WOOD
[Symbol]	ROOFING



3 REAR ELEVATION



4 RIGHT ELEVATION

ELEVATION / SECTION MATERIAL LEGEND

[Symbol]	BRICK
[Symbol]	WOOD SIDING
[Symbol]	ASPH/FLT SHINGLES
[Symbol]	CONCRETE
[Symbol]	GLASS
[Symbol]	IRON
[Symbol]	STEEL
[Symbol]	PAINTED METAL
[Symbol]	WOOD
[Symbol]	ROOFING

Example – 6-Plex Elevations



FRONT ELEVATION
 1



SIDE ELEVATION
 2

ELEVATION / SECTION MATERIAL LEGEND

[Symbol]	1. BRICK
[Symbol]	2. STUCCO
[Symbol]	3. ASPHALT SHINGLES
[Symbol]	4. VINYL SIDING
[Symbol]	5. ALUMINUM SIDING
[Symbol]	6. CONCRETE
[Symbol]	7. METAL ROOFING
[Symbol]	8. GLASS
[Symbol]	9. WOOD
[Symbol]	10. ASPHALT
[Symbol]	11. GRASS
[Symbol]	12. PAVEMENT



REAR ELEVATION
 3

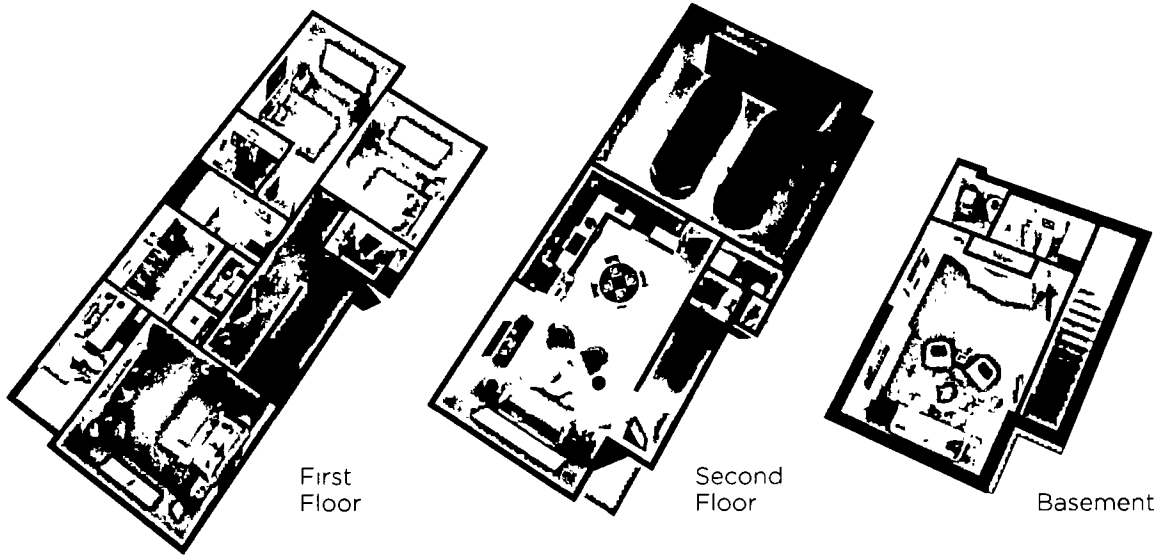


SIDE ELEVATION
 4

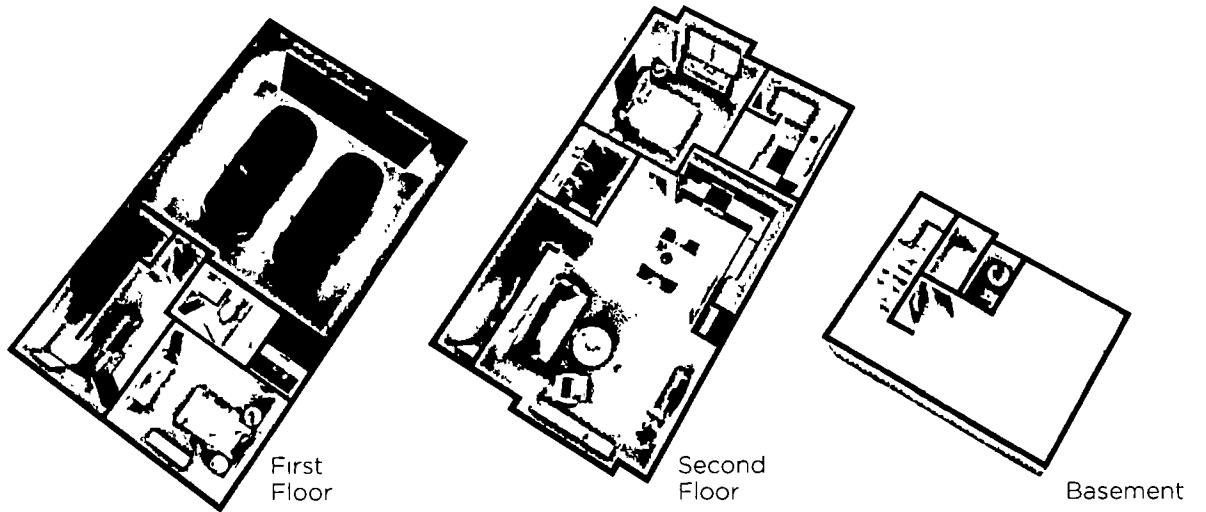
ELEVATION / SECTION MATERIAL LEGEND

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[Symbol]	2. STUCCO
[Symbol]	3. ASPHALT SHINGLES
[Symbol]	4. VINYL SIDING
[Symbol]	5. ALUMINUM SIDING
[Symbol]	6. CONCRETE
[Symbol]	7. METAL ROOFING
[Symbol]	8. GLASS
[Symbol]	9. WOOD
[Symbol]	10. ASPHALT
[Symbol]	11. GRASS
[Symbol]	12. PAVEMENT

Example – Arrowhead 3D Floor Plans – 3/4 Bed, 2/3 Bath



Example – Big Sky 3D Floor Plans – 2 Bed, 2/3 Bath



MODERATE INCOME ALLEY-LOAD TOWNHOMES

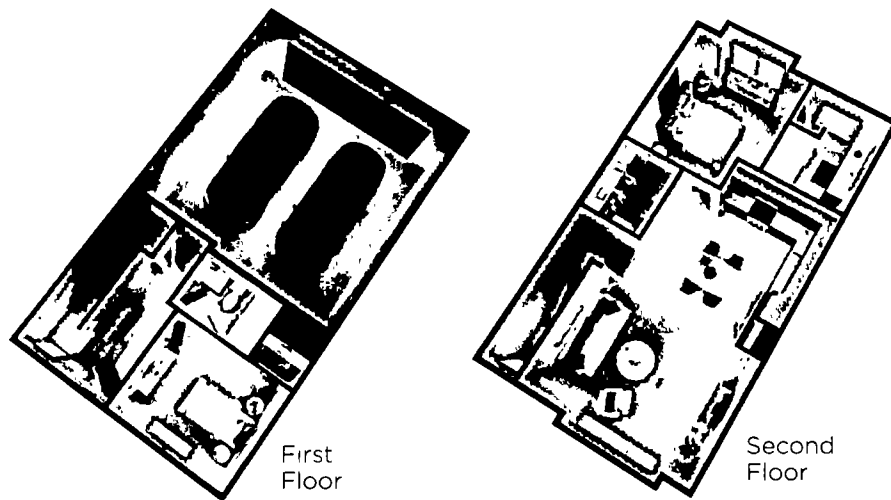
In compliance with the IH-D ordinance, three percent of the total residential units will be set-aside as moderate income housing. The moderate income housing shall be comprised of ten (10) alley-load townhome units. The moderate income housing units will be combined in two separate buildings and will include architectural elements and design standards similar to all other townhome units so as to create a more consistent and uniform look with other townhome units within One11. Accordingly, the moderate income housing units will comply with the Architectural Design Guidelines.











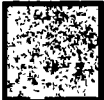
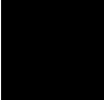

















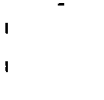












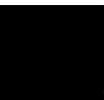





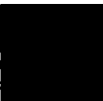

Example – 4-Plex Elevations



Example – Big Sky 3D Floor Plans – 2 Bed, 2/3 Bath



EXAMPLE TOWNHOME EXTERIOR MATERIALS & COLORS

 <p>Front Door Manufacturer TBD Color Sherwin Williams "DoveTail" (SW 7018) or Similar</p>	 <p>Timbers Manufacturer TBD Color Sherwin Williams "Urbane Bronze" (SW 7048) or Similar</p>	 <p>Fiber Cement Lap Siding Manufacturer TBD Color Sherwin Williams "Alabaster" (SW 7008) or Similar</p>	 <p>Pre-Stained Fiber Cement Lap Manufacturer Akura Color Rustic Series "Summer Wheat" (OSI#245) or Similar</p>	 <p>Windows Manufacturer Anderson Color Dark Bronze/White</p>	 <p>Garage Door Manufacturer CHI Color Bronze/White</p>	 <p>Roofing-Standing seam Manufacturer MBCI Color Signature 300 "Medium Bronze" (SR 29 SRI 28) or Similar</p>	 <p>Roofing Manufacturer CertainTeed Color Moire Black or Similar COLOR SCHEME -01 REAR LOAD</p>
 <p>Front Door Manufacturer TBD Color Sherwin Williams "DoveTail" (SW 7018) or Similar</p>	 <p>Timbers Manufacturer TBD Color DB 2317 FIG or Similar</p>	 <p>Fiber Cement Lap Siding Manufacturer TBD Color Sherwin Williams "Alabaster" (SW 7008) or Similar</p>	 <p>Board and Batt Manufacturer JAMES HARDIE Color Aged Pewter or Similar</p>	 <p>Windows Manufacturer Anderson Color Dark Bronze/White</p>	 <p>Garage Door Manufacturer CHI Color Bronze/White</p>	 <p>Roofing-Standing seam Manufacturer MBCI Color Signature 300 "Medium Bronze" (SR 29 SRI 28) or Similar</p>	 <p>Roofing Manufacturer CertainTeed Color Moire Black or Similar COLOR SCHEME -02 REAR LOAD</p>
 <p>Front Door Manufacturer TBD Color Sherwin Williams "DoveTail" (SW 7018) or Similar</p>	 <p>Timbers Manufacturer TBD Color Sherwin Williams "Urbane Bronze" (SW 7048) or Similar</p>	 <p>Fiber Cement Lap Siding Manufacturer JAMES HARDIE Color James Hardie "Aged Pewter" or Similar</p>	 <p>Pre-Stained Fiber Cement Lap Manufacturer Akura Color Rustic Series "Summer Wheat" (OSI#245) or Similar</p>	 <p>Windows Manufacturer Anderson Color Dark Bronze</p>	 <p>Garage Door Manufacturer CHI Color Bronze/White</p>	 <p>Roofing-Standing seam Manufacturer MBCI Color Signature 300 "Medium Bronze" (SR 29 SRI 28) or Similar</p>	 <p>Roofing Manufacturer CertainTeed Color Moire Black or Similar COLOR SCHEME -03 REAR LOAD</p>
 <p>Front Door Manufacturer TBD Color Sherwin Williams "DoveTail" (SW 7018) or Similar</p>	 <p>Timbers Manufacturer TBD Color DB 2317 HG or Similar</p>	 <p>Fiber Cement Lap Siding Manufacturer JAMES HARDIE Color James Hardie "Aged Pewter" or Similar</p>	 <p>Board and Batt Manufacturer JAMES HARDIE Color Sherwin Williams "Alabaster" (SW 7008) or Similar</p>	 <p>Windows Manufacturer Anderson Color Dark Bronze/White</p>	 <p>Garage Door Manufacturer CHI Color Bronze/White</p>	 <p>Roofing-Standing seam Manufacturer MBCI Color Signature 300 "Medium Bronze" (SR 29 SRI 28) or Similar</p>	 <p>Roofing Manufacturer CertainTeed Color Moire Black or Similar COLOR SCHEME -04 REAR LOAD</p>
 <p>Front Door Manufacturer TBD Color Sherwin Williams "DoveTail" (SW 7018) or Similar</p>	 <p>Timbers Manufacturer TBD Color DB 2317 FIG or Similar</p>	 <p>Fiber Cement Lap Siding Manufacturer TBD Color Sherwin Williams "Alabaster" (SW 7008) or Similar</p>	 <p>Board and Batt Manufacturer JAMES HARDIE Color Sherwin Williams "Alabaster" (SW 7008) or Similar</p>	 <p>Windows Manufacturer Anderson Color Dark Bronze/White</p>	 <p>Garage Door Manufacturer CHI Color Bronze/White</p>	 <p>Roofing-Standing seam Manufacturer MBCI Color Signature 300 "Medium Bronze" (SR 29 SRI 28) or Similar</p>	 <p>Roofing Manufacturer CertainTeed Color Moire Black or Similar COLOR SCHEME -05 FRONT LOAD</p>
 <p>BATT & BOARD TBD SHERWIN WILLIAMS "GAUNTLET GRAY" (SW 7019) OR SIMILAR</p>	 <p>LAP SIDING TBD SHERWIN WILLIAMS "PEPPERCORN" (SW 7674) OR SIMILAR</p>	 <p>LAP SIDING ACCENT TBD RUSTIC SERIES "SUMMER WHEAT" (OSI#245) OR SIMILAR</p>	 <p>PAINTED BRICK TBD SHERWIN WILLIAMS "PEPPERCORN" (SW 7674) OR SIMILAR</p>				
 <p>WINDOW FRAMES ANDERSON WINDOWS "DARK BRONZE" OR SIMILAR</p>	 <p>ROOFING - SHINGLES CERTAINTEED "MOIRE BLACK" OR SIMILAR</p>	 <p>ROOFING - STANDING SEAM MBCI SIGNATURE 300 "MEDIUM BRONZE" (SR 29 SRI 28) OR SIMILAR</p>	 <p>TRIM, ALUM FASCIA/SOFT, ETC. TBD TO MATCH ANDERSON WINDOWS - "DARK BRONZE" OR SIMILAR</p>				

MASTER PLAN



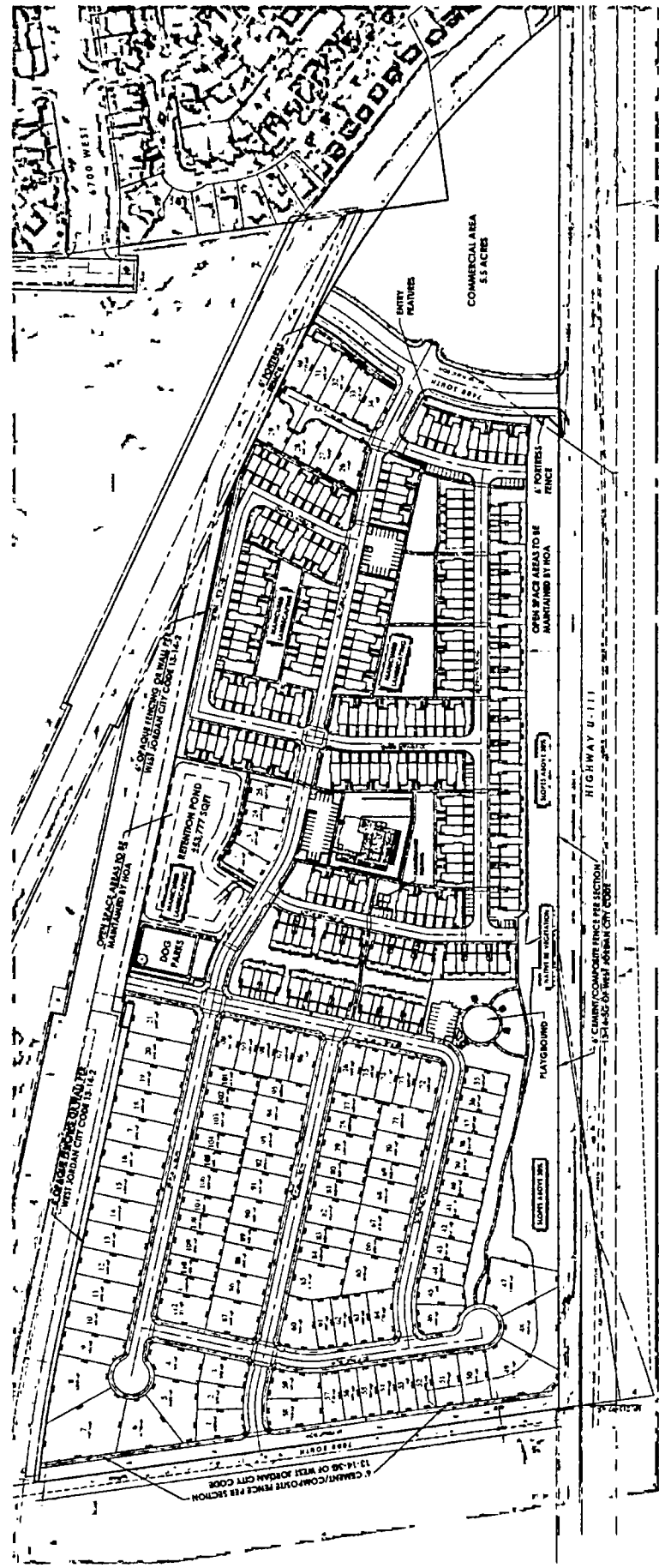
LEGEND

- FRONT LOAD SF DET. AND DET. COTTAGES 41 UNITS
- REAR LOAD SF DET. AND DET. COTTAGES 18 UNITS
- FRONT LOAD SF DETACHED COTTAGES 50 UNITS
- REAR LOAD SF DETACHED COTTAGES 9 UNITS
- TWIN HOMES 12 UNITS
- FRONT-LOAD TOWNHOMES 70 UNITS
- REAR-LOAD TOWNHOMES
- MODERATE INCOME TOWNHOMES 10 UNITS
- OPEN SPACE 102 ACRES (21.4% OF TOTAL RESIDENTIAL ACPRAGE)
- SCORES ABOVE 90% 21 ACRES (4.4% OF TOTAL RESIDENTIAL ACPRAGE)
- COMMERCIAL 5.5 ACRES (10.3% OF TOTAL SITE AC.)

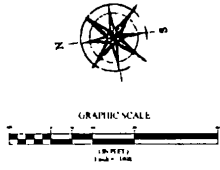
PROPERTY OVERVIEW

TOTAL ACRES	453.2 ACRES
RESIDENTIAL ACPRAGE	247.7 ACRES
COMMERCIAL ACPRAGE	5.5 ACRES
SINGLE FAMILY LOTS	112
TOWNHOME UNITS	212
TOTAL RESIDENTIAL UNITS	324
TOTAL DENSITY	6.1 UNITS/ACRE
TOTAL SINGLE FAMILY AREA	28.5 ACRES (6.3% OF TOTAL RESIDENTIAL ACPRAGE)
TOTAL MULTIFAMILY AREA	18.2 ACRES (4.2% OF TOTAL RESIDENTIAL ACPRAGE)

ALL OPEN SPACE AREAS TO BE MAINTAINED BY THE HOA. ALL PUBLIC RIGHTS-OF-WAY TO BE MAINTAINED BY WEST JORDAN CITY.



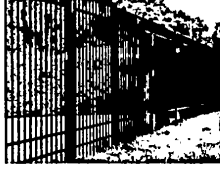
FENCING PLAN



6' CEMENT/COMPOSITE FENCE



6' OPAQUE FENCING OR WALL



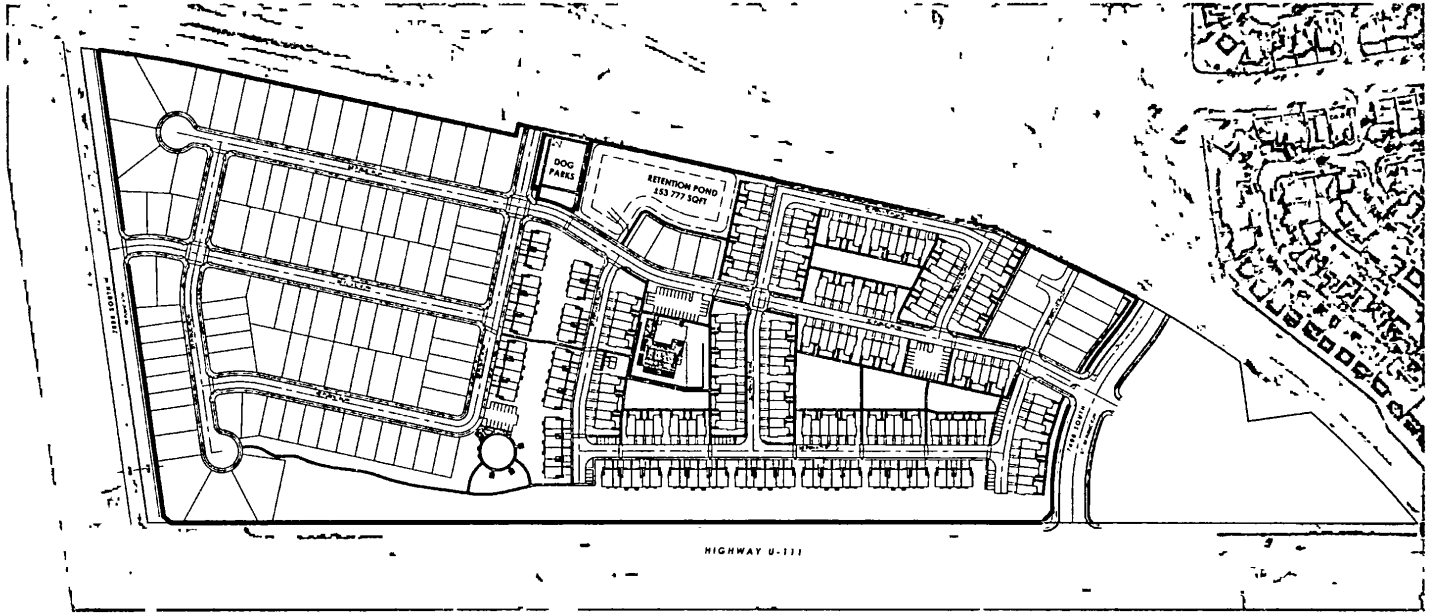
6' FORTRESS FENCE



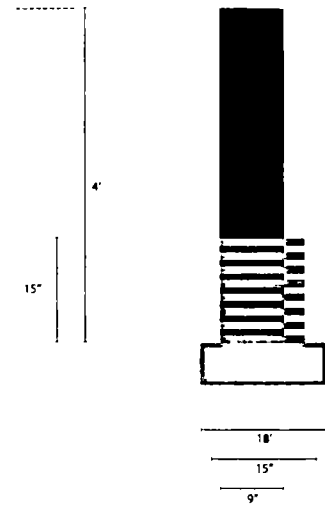
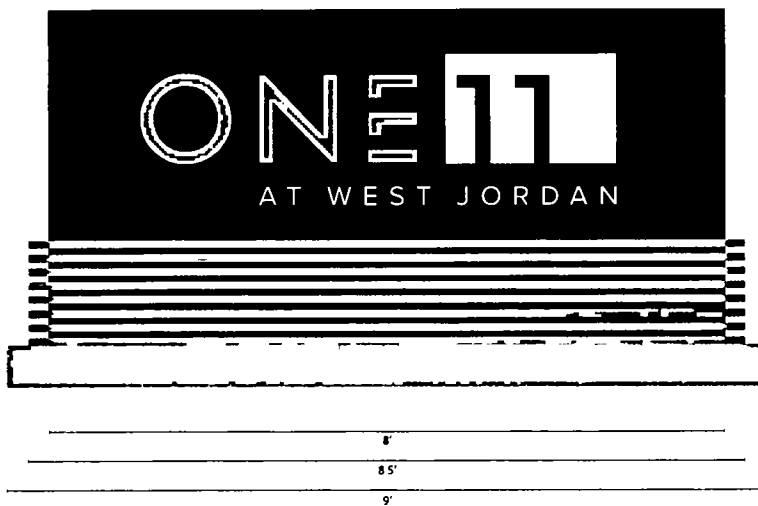
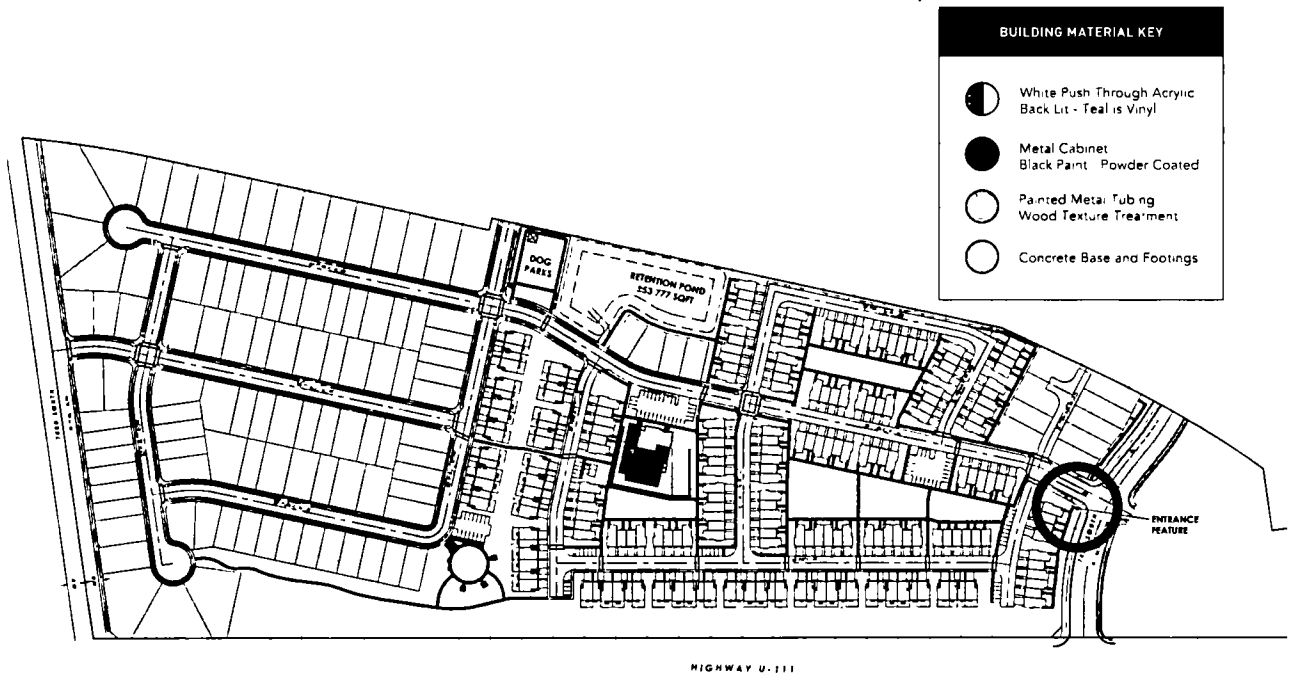
6' RUBBER-COATED CHAIN LINK FENCE

NOTES

1. All fences not adjacent to an individually owned Cottage or Village lot are to be maintained by the HOA
2. Fences to be installed with their respective phases as set forth herein
3. The fence examples depicted are representative of the general materials and type to be installed in the areas depicted



ELEVATION & DETAILS



OPEN SPACE & AMENITIES



INTRODUCTION TO OPEN SPACE & AMENITIES

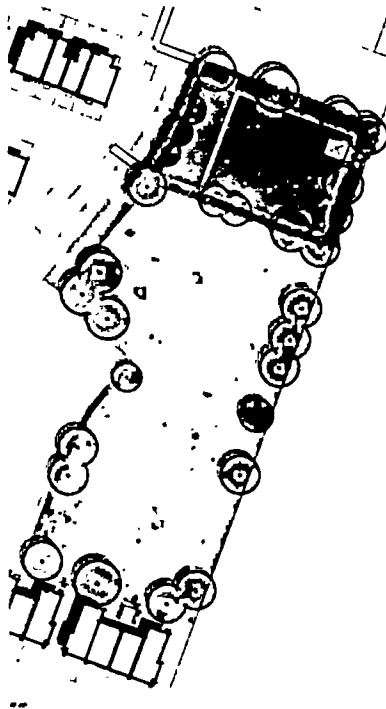
One11 includes open space and amenities that have been meticulously designed to provide residents of the community with areas to gather, recreate, and relax. All amenities and areas of open space are accessible through a connected network of sidewalks and trails thereby making available the benefits of these uses to all residents of One11. A portion of One11 includes slopes that are greater than 30%. These areas are not counted as "open space". However, the slope of these areas has been preserved along the western border of One11 and will provide a valuable noise and aesthetic buffer to the residences from the Highway 111.

There are three primary amenities included in One11: (1) a dog park; (2) a playground (or tot lot); and (3) the clubhouse, pool, and gathering area. Each of these amenities will include additional improvements (as detailed later herein) to add value and a sense of placemaking where residents can strengthen connections between one another and the place where they live. One11 also includes areas of usable open space that are located throughout the project and designed to allow residents larger areas to recreate away from buildings but within the community.

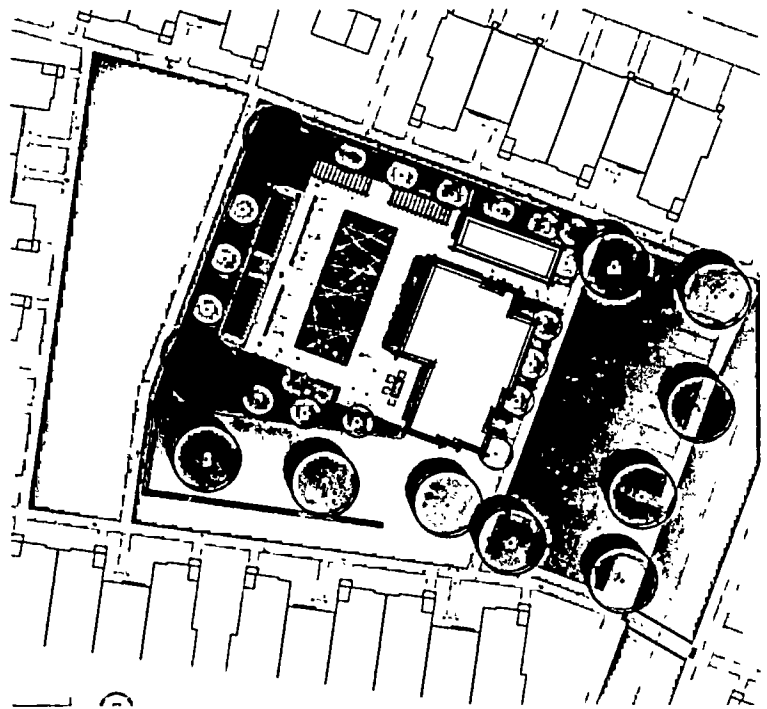
A ten foot regional trail will also be located adjacent to 7400 South. When this trail is fully completed by the City (or other development), it will provide residents of One11 with additional and regional connectivity to other areas of the City.

AMENITY AREAS

*Conceptual Rendering
of Dog Park*



*Conceptual Rendering
of Clubhouse & Pool*

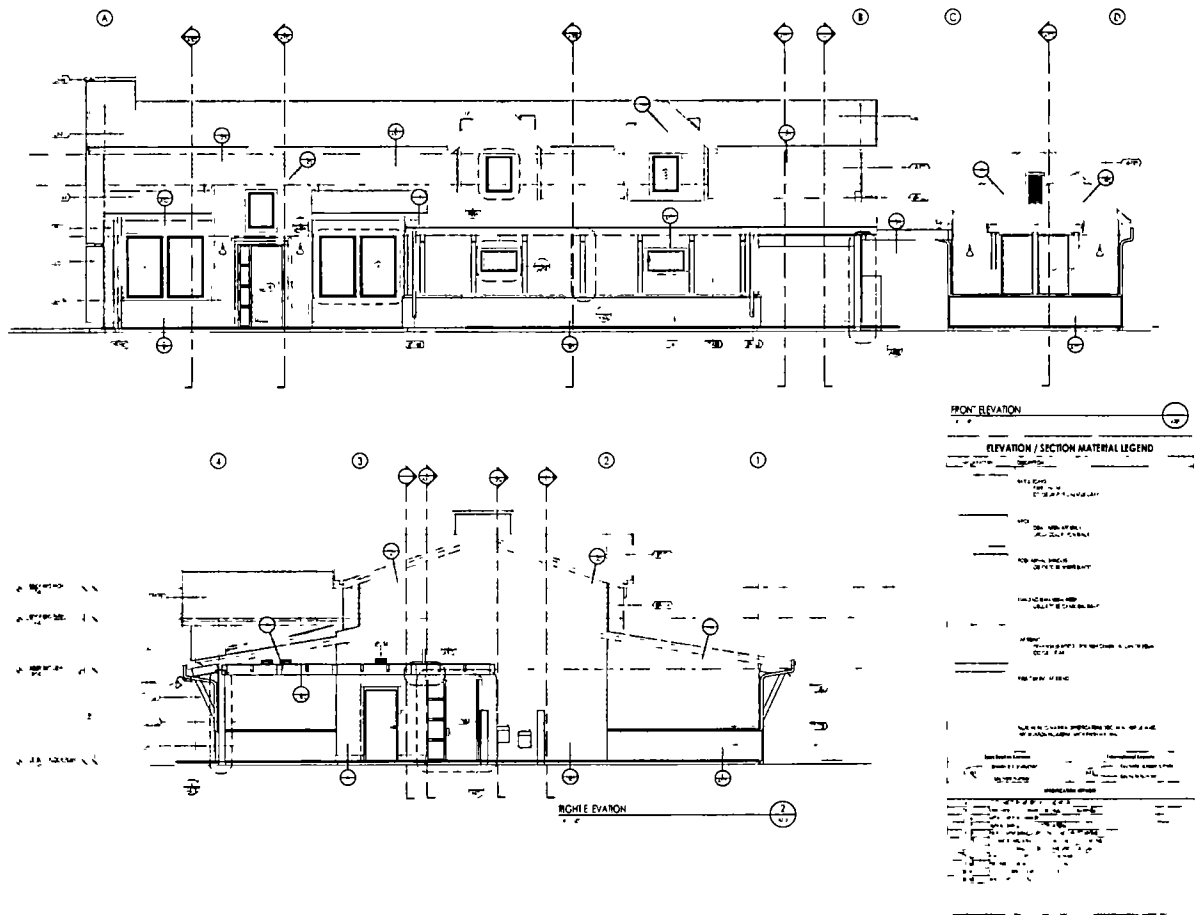


CLUBHOUSE

Conceptual Rendering

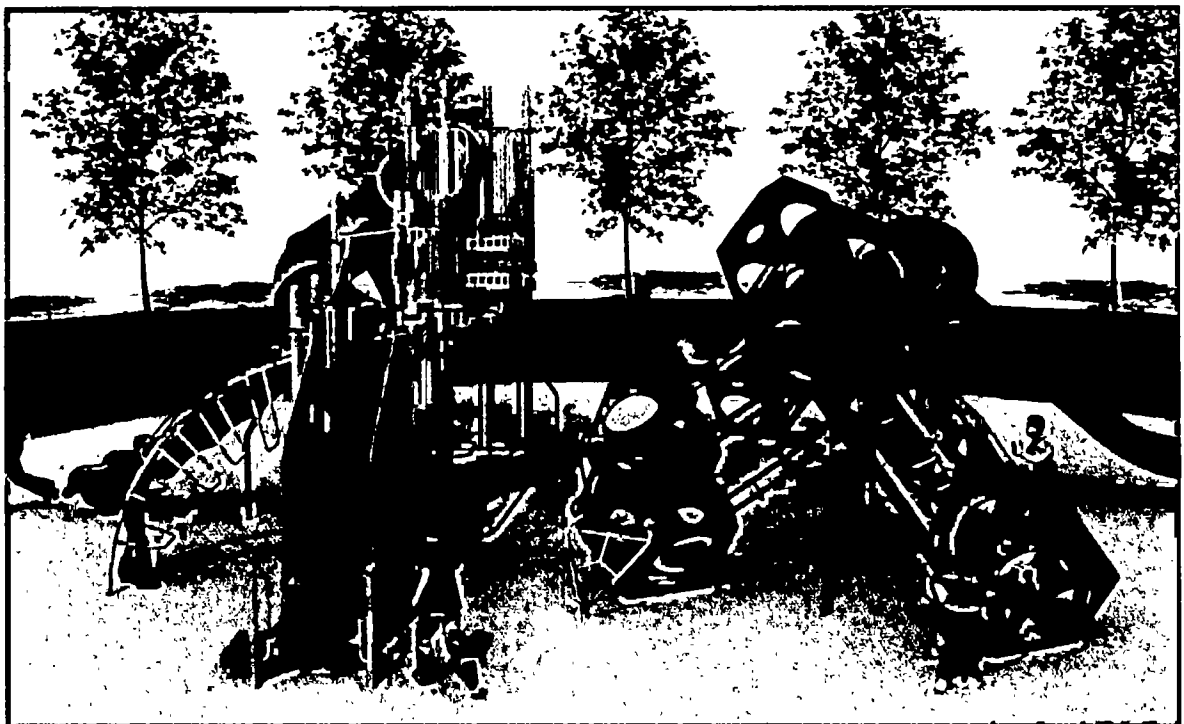


Conceptual Elevations

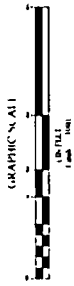


PLAYGROUND

Conceptual Renderings



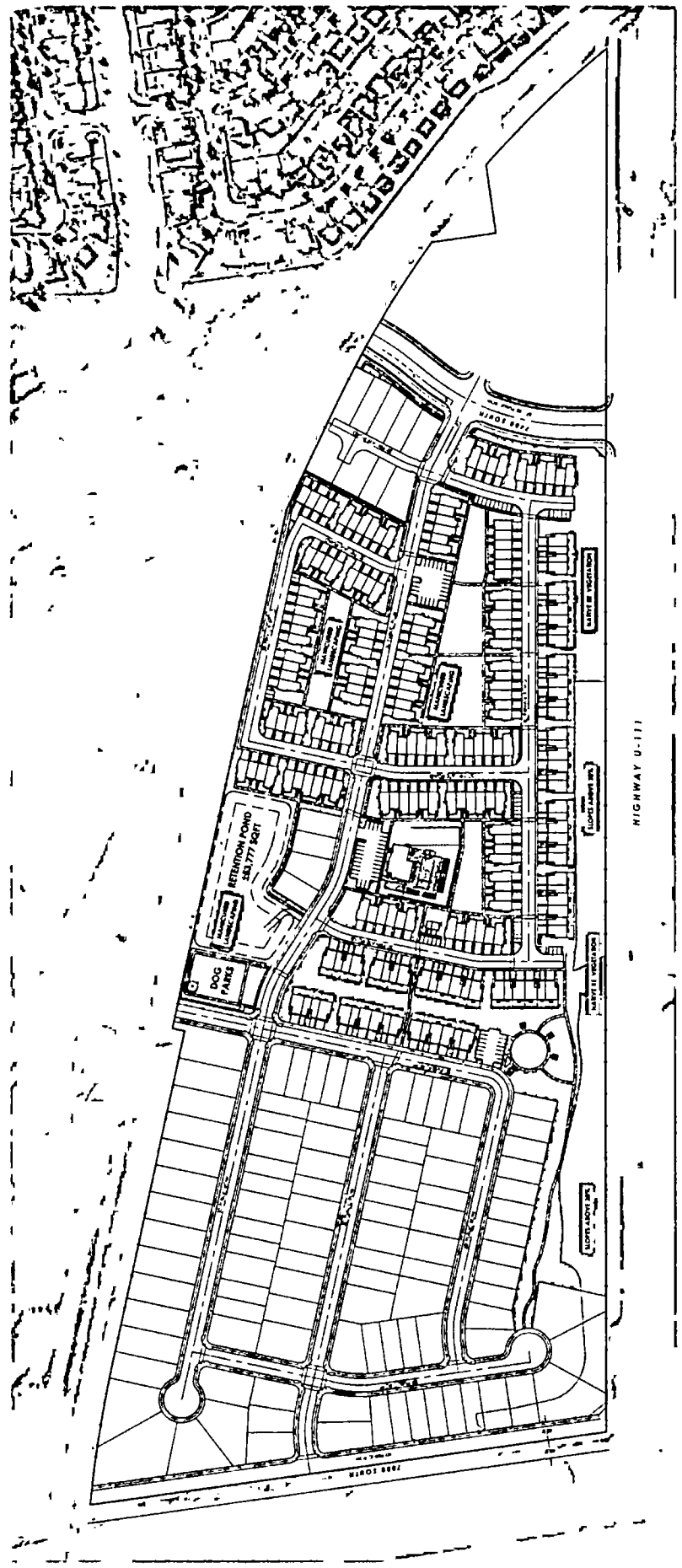
OPEN SPACE & LANDSCAPING



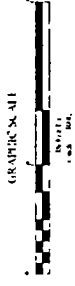
LEGEND

	PRIVATE OPEN SPACE	10.2 ACRES (21.4% OF TOTAL RESIDENTIAL ACREAGE)
	SLOPES ABOVE 30%	2.1 ACRES (4.4% OF TOTAL RESIDENTIAL ACREAGE)
	NATIVE RE VEGETATION	16 ACRES

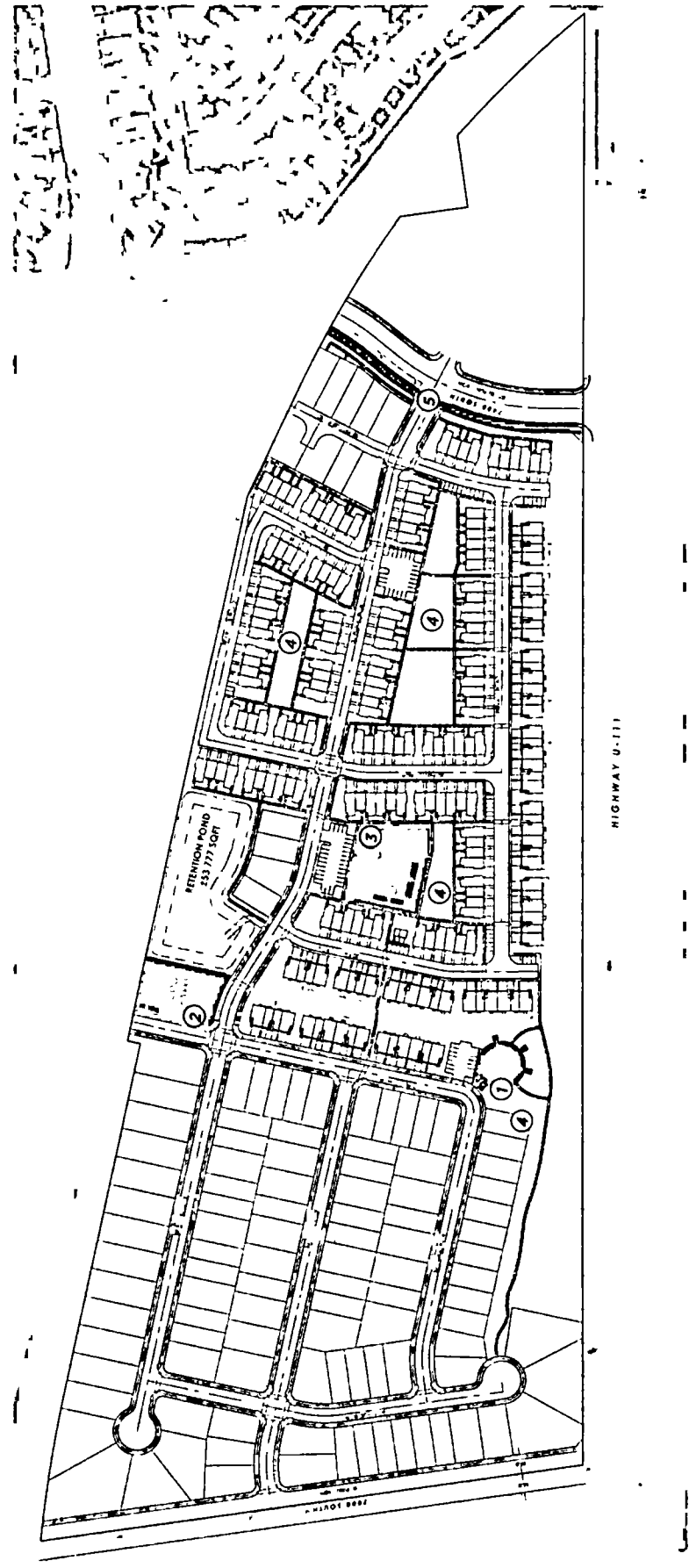
- NOTES**
1. ALL OPEN SPACE TO BE PRIVATE OPEN SPACE FOR USE BY THE RESIDENTS OF ONECLOU.
 2. ALL OPEN SPACE AREAS AND AMENITIES TO BE OWNED AND MAINTAINED BY THE HOA.



AMENITIES MAP

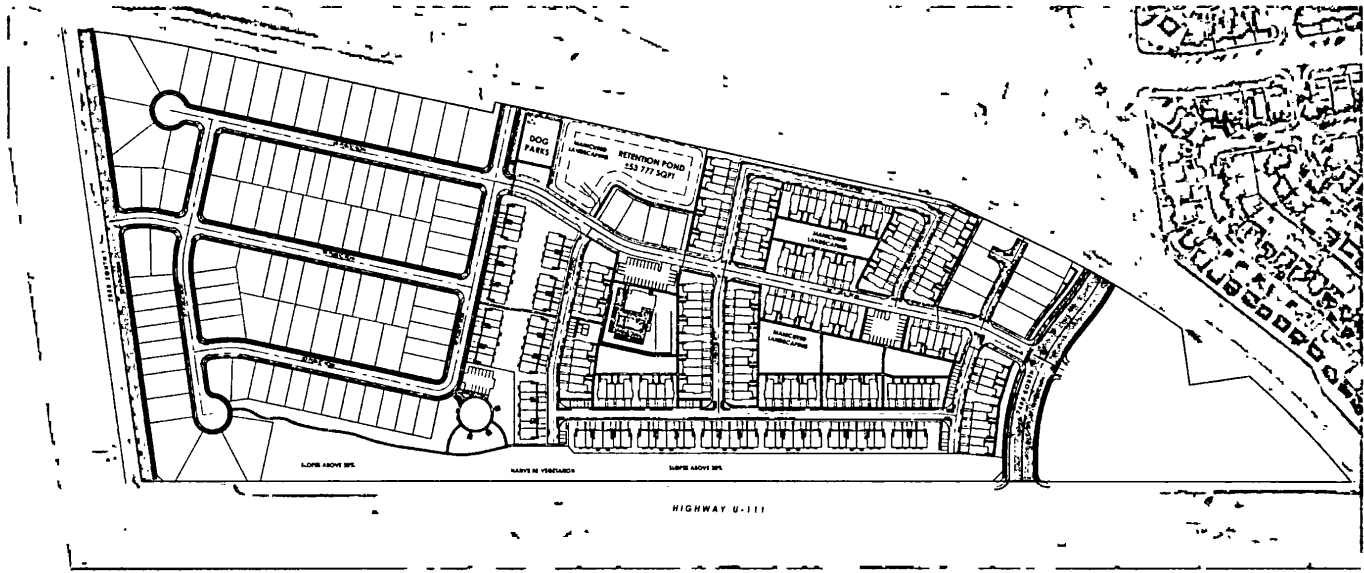


- AMENITY KEY**
- 1 PLAYGROUND
 - 2 DOG PARK
 - 3 CLUBHOUSE & POOL
 - 4 OPEN PLAY FIELDS
 - 5 10' REGIONAL TRAIL



PARKING & CONNECTIVITY

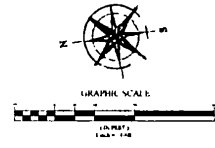




LEGEND

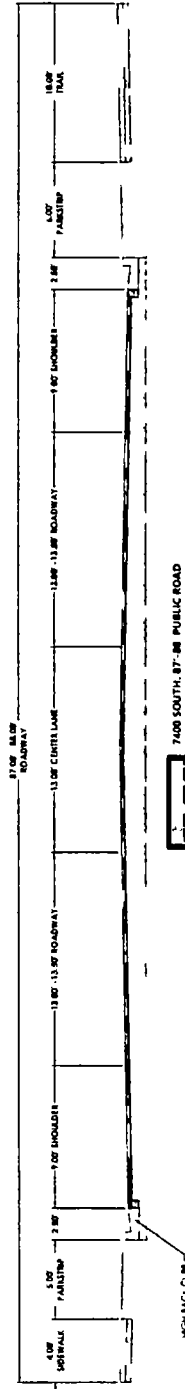
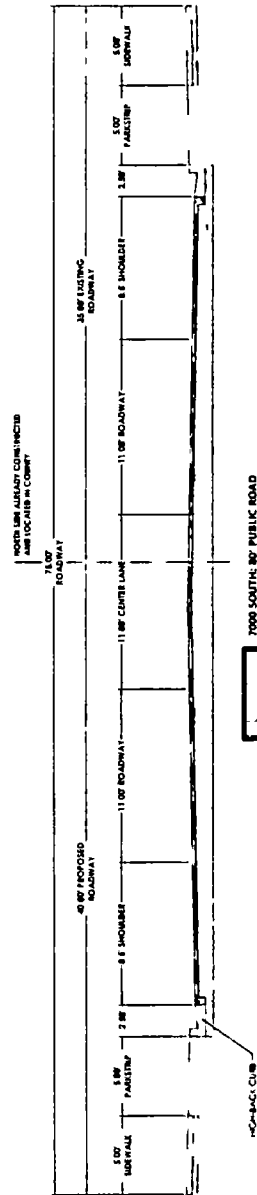
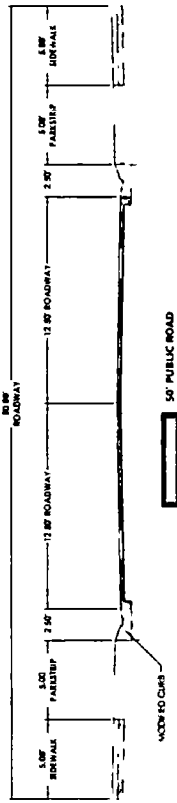
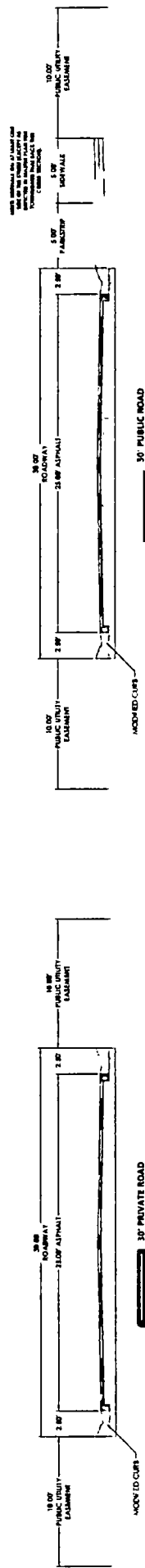
	30' PRIVATE ROAD
	30' PUBLIC ROAD
	50' PUBLIC ROAD
	7000 SOUTH: 80' PUBLIC ROAD
	7400 SOUTH: 87'-88' PUBLIC ROAD

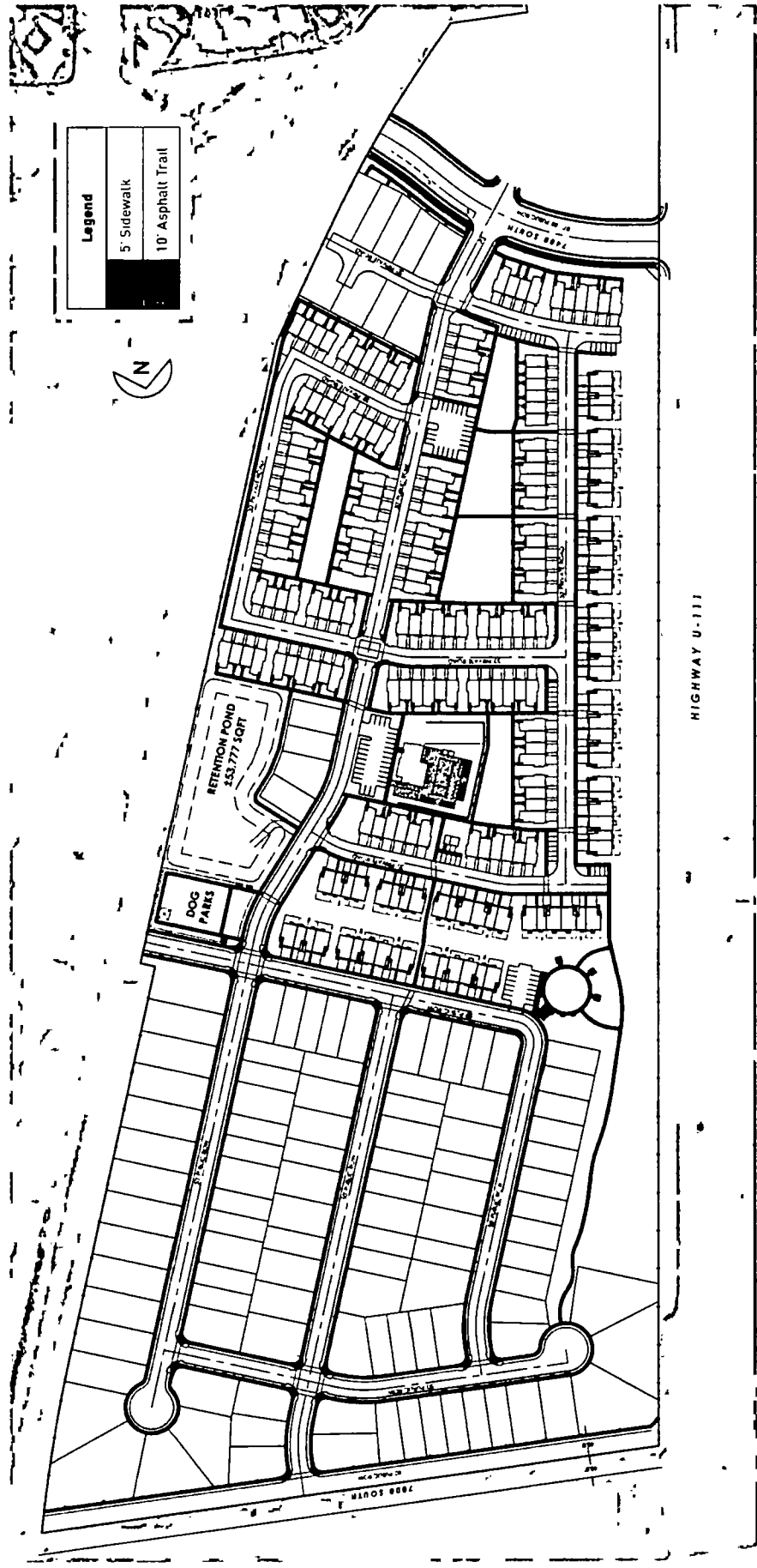
- NOTES:**
- 1 Except as otherwise set forth herein, all public rights-of-way to be owned and maintained by West Jordan City
 - 2 Park strips and sidewalks in the public right of way that are located in front of single family detached homes shall be maintained by the home owner. All other park strips and sidewalks (including those within the public right of way along the south side of 7000 South and the north side of 7400 South) to be maintained by the HOA
 - 3 Park strips and sidewalks located in the public right of way along 7400 South in front of the commercial area shall be maintained by the commercial property owner



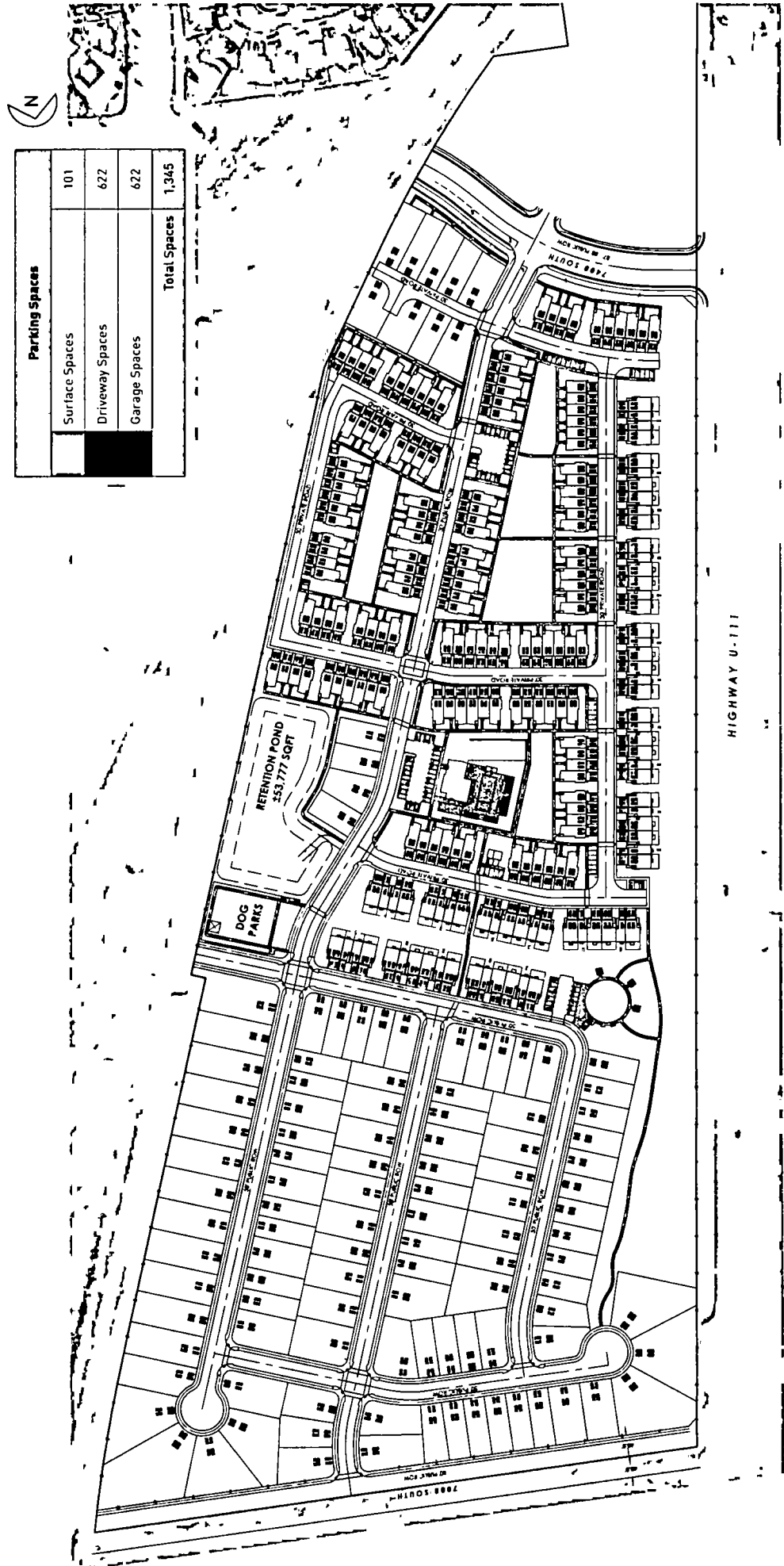


STREET CROSS-SECTIONS





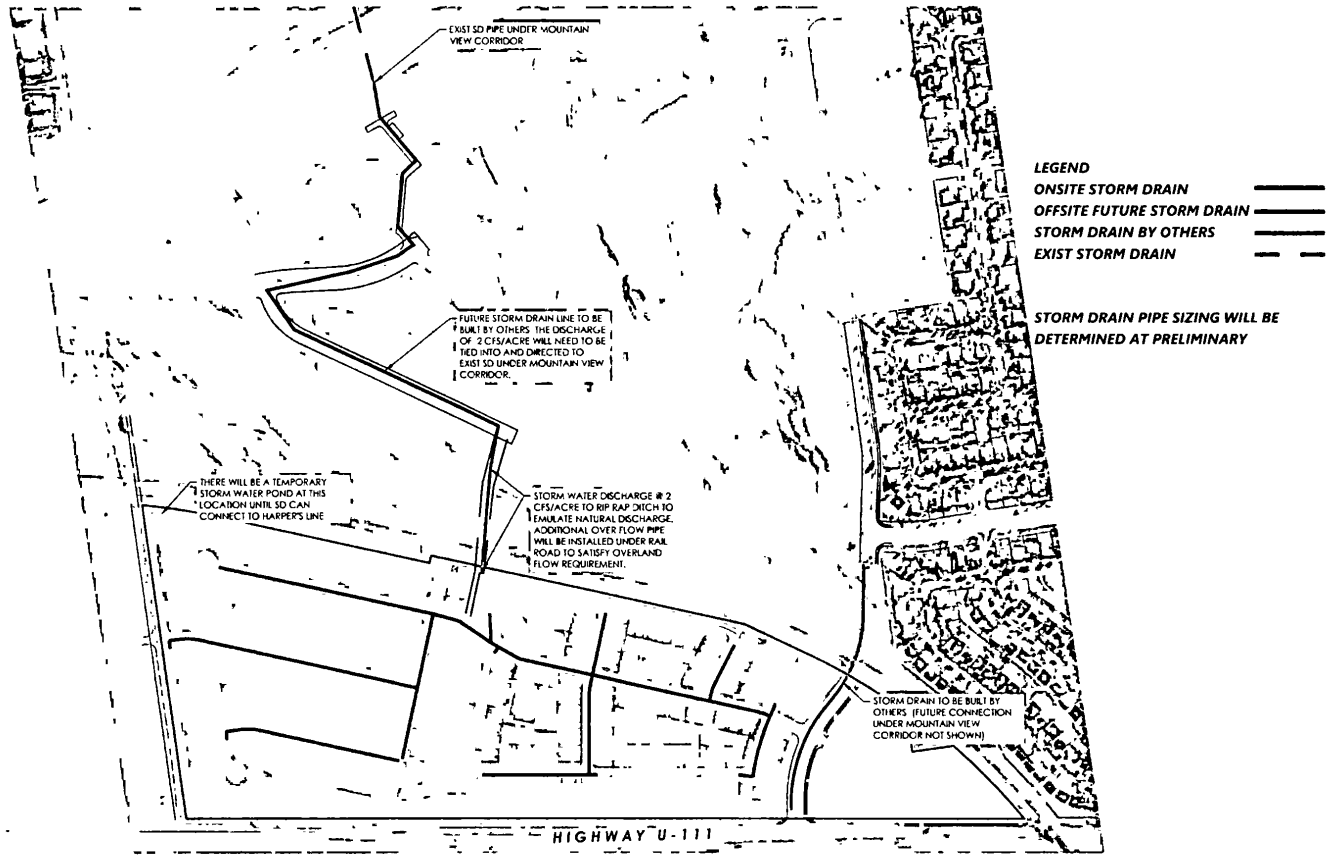
PARKING EXHIBIT

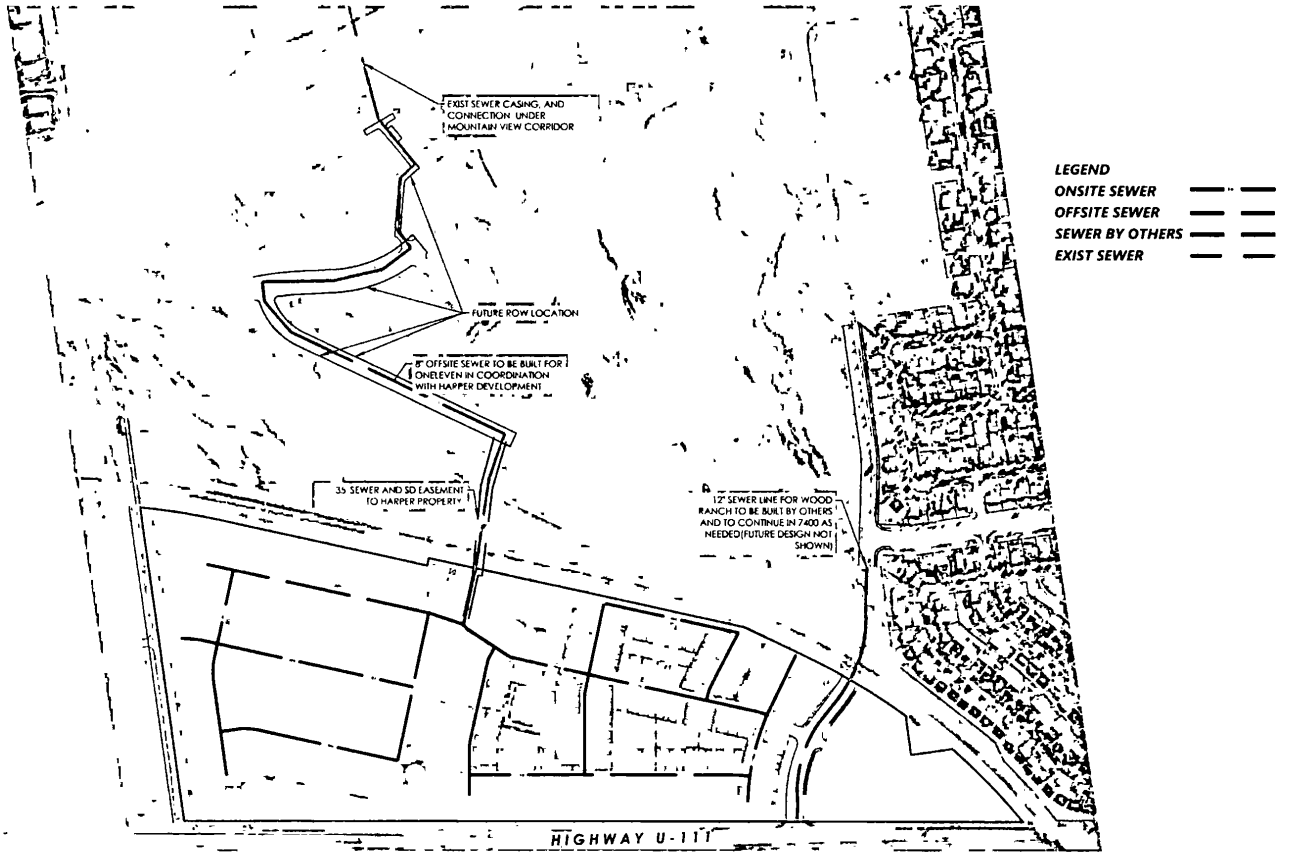


Parking Spaces	
Surface Spaces	101
Driveway Spaces	622
Garage Spaces	622
Total Spaces	1,345

UTILITIES & GRADING

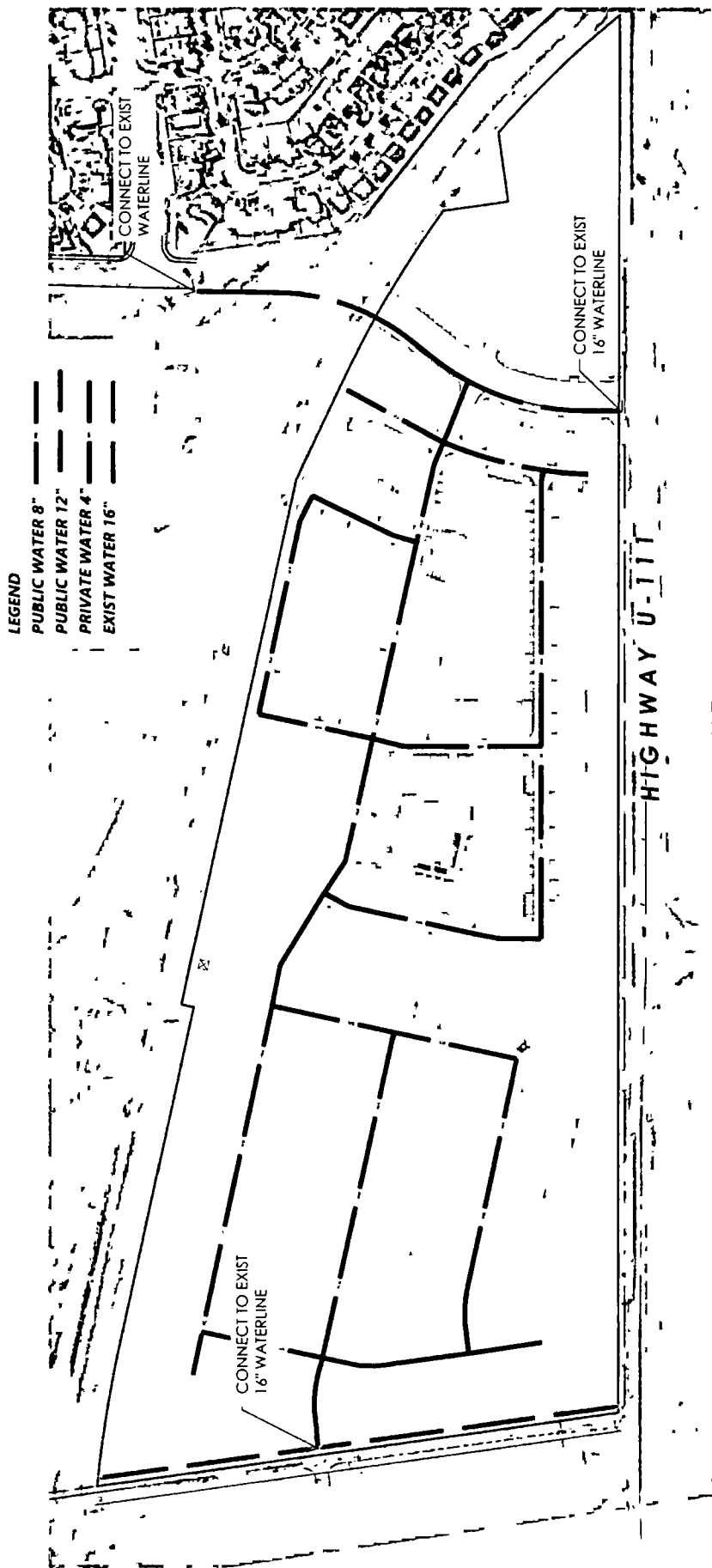


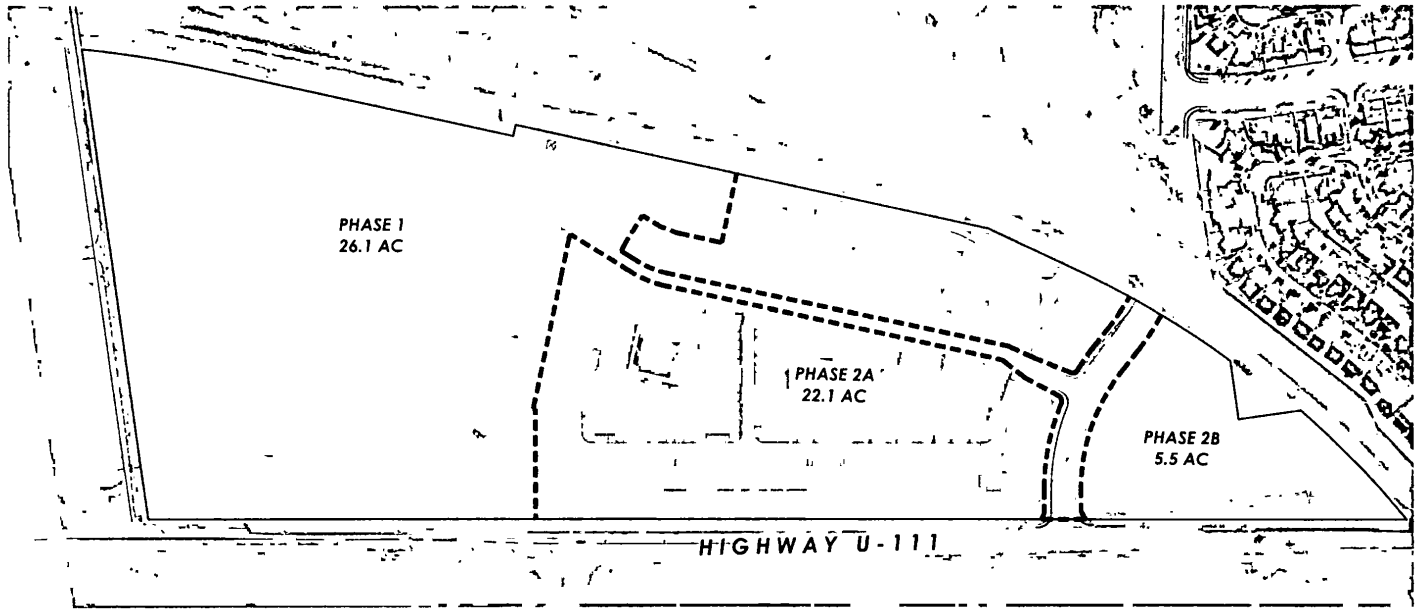






WATER EXHIBIT





NOTE

- 1 Master Developer to construct a secondary emergency access through phase 2A in accordance with Section D.9 of the MDA.

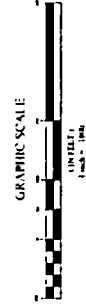
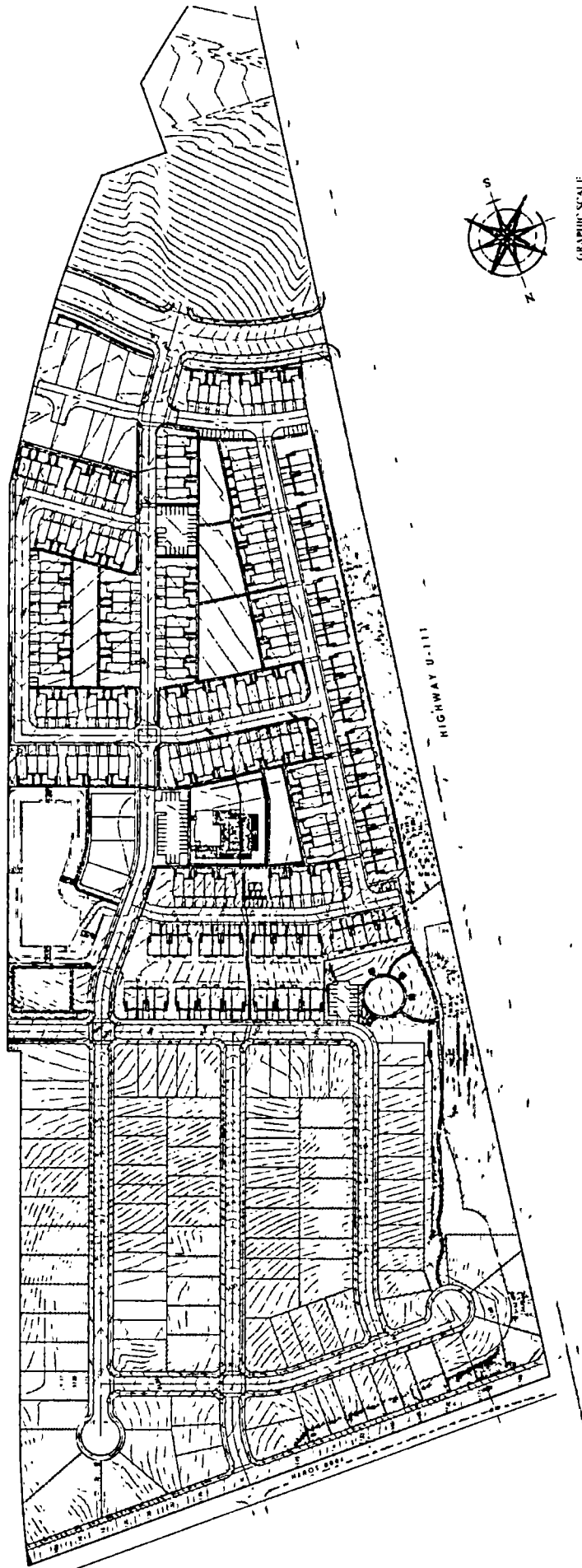
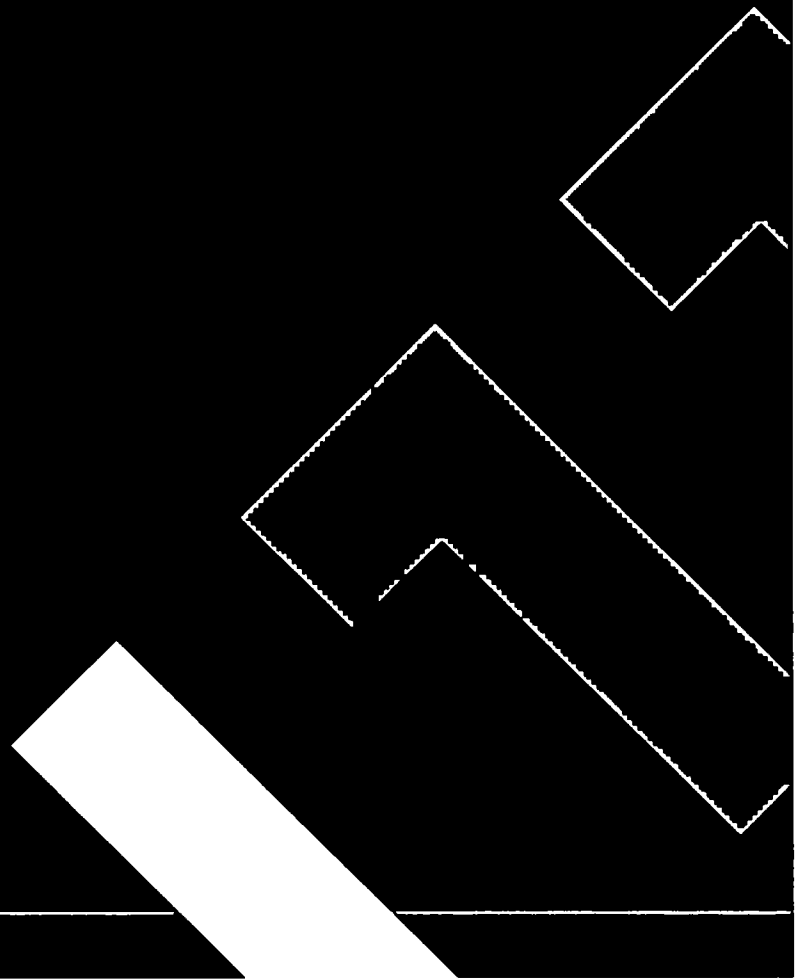


Exhibit C
Design Guidelines

ONE 11
AT WEST JORDAN



DESIGN GUIDELINES

AUGUST 2, 2024

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A. INTRODUCTION

PURPOSE

The *Design Guidelines* for One11 were established to encourage a high level of design quality and variety, while promoting compatibility within and between residential neighborhoods. The architectural character and form of each home contributes an essential part of the community's desired ambiance and image. This *Design Guidelines Handbook* contains *General Design Criteria* on pages 9-47, which addresses a variety of design requirements applicable to all residential product types and styles, as well as specific *Product Design Criteria* on pages 48-60, which addresses additional requirements applicable to each of the *Recommended Architectural Styles*.

Builders are required to understand and apply the design principles established as part of both the *General Design Criteria* and the *Product Design Criteria*, which provide specific characteristics for the *Recommended Architectural Styles* established at One11.

Disclaimer

In general, all elevations, designs, and colors must be approved by the One11 Architectural Review Committee (OARC). Information contained in the One11 Design Guidelines Handbook is subject to change by the OARC at anytime, for any reason, without prior notice. Any such changes will be consistent with the City's Vested Laws, the terms and conditions of the MDA, and any other applicable regulations. The developer will provide a link to a folder containing the Design Guidelines Handbook and checklists for submittals. As these documents are updated, builders will be notified, and documents in the folder will be replaced. It is the builders' responsibility to utilize and refer to the most recent version of these documents."

B. ARCHITECTURE

REQUIRED FEATURES

Elements such as roof shape and pitch, window size and shape, and placement of construction materials, such as brick, wood, and stone, can all be used to create details that foster individuality in a home

Universal Required Exterior Features

1. Exterior recessed lighting shall be centered directly above each pillar/column on front facade with photo cell or Smart Home integration set to turn on 1/2 hour after sunset and turn off 1/2 hour before sunrise (see EXHIBIT 15 on page 47). If there are no columns, a minimum of two recessed lights must be installed in the roofline soffit(s) to light up the facade.
2. 12-inch minimum roof overhangs for roof pitches 6/12 and steeper and 18-inch minimum overhangs for roof pitches under 6/12 are required.
3. Minimum 4/12 roof pitch is required.
4. A single column must be at least 8 inches wide or 2 posts creating a single column must be a minimum of 14 inches wide (see EXHIBIT 13 on page 21)
5. Options for exterior cladding (stucco is not allowed) are detailed below.

PREFERRED

Minimum 20% masonry, stone or brick, is used on front of house (excluding window and door openings)

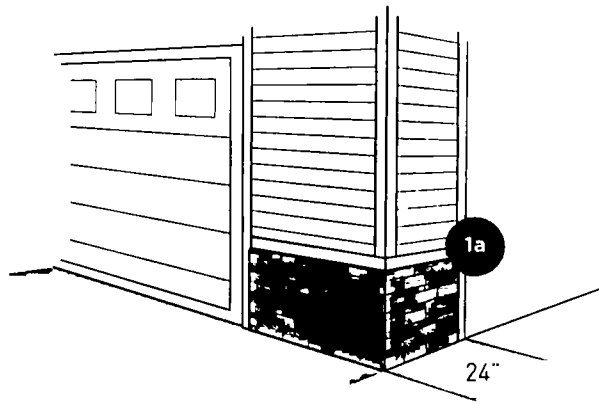


ALTERNATIVE

100% composite siding (stone or faux wood columns may be allowed, subject to OARC approval)



6. Elevations facing the street, on a corner, or adjacent to open space shall have at least one window on each above-grade level.
7. Minimum 6-inch fascia is required
8. All front of house colors, materials, and siding details (stone, board and batten, shake, and lap siding, etc.) shall extend a minimum of 24 inches onto sides of home (see EXHIBIT 1a and 1c on page 5) unless side faces a street, then cladding details must extend the entire length of the side of the home facing the street. Areas on the front of house that protrude from the front elevation to create depth, have additional guidelines for wrapping materials and colors
 - » If the distance from the front corner of the house to the inside corner of the wall is 5 feet or less, the colors, materials, and siding details (stone, board and batten, shake, and lap siding, etc.) shall wrap the entire distance of the wall, extending to the inside corner where the two walls intersect (see EXHIBIT 1b on page 5).
 - » If the distance from the front corner of the house to the inside corner of the wall is greater than 5 feet, the colors, materials, and siding details (stone, board and batten, shake, and lap siding, etc.) shall extend a minimum of 24 inches from the front corner of the house onto the side wall (see EXHIBIT 1b on page 5).
9. Covered front porches are required. For more information, refer to *Covered Entryways and Porches* on page 15.



Additional Features for Front of House (Choose Three)

The overall goal of the One11 Architectural Review Committee (OARC) is to ensure that each home has unique characteristics when compared to surrounding homes. In order to achieve this distinction, a variety of additional features on the front of house are required from the list below. Builders must incorporate at least one feature from **Group 1** and two features from **Group 2** in addition to what is required for the chosen elevation.

Group 1 (Choose One)

- | | |
|---|---|
| <ul style="list-style-type: none"> 1 Exposed rafter tails (must be approved by OARC) 2 24-inch roof overhangs 3 Masonry, stone or brick, increased from 20% to a total of 50% of front facade (excluding window and door openings) 4 Pergola on front of home within set-backs, per code (must be approved by OARC) | <ul style="list-style-type: none"> 5 Slate, concrete, or other roof tiles (must be approved by OARC) 6 Metal accent roof (size, color, style, and location must be approved by OARC) 7 Dormer with window(s) 8 Substantial additional style or application of composite siding (board and batten, shake, lap, etc). |
|---|---|

Group 2 (Choose Two)

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. Minimum of 5 corbels 2 Window grids on all windows 3. Shutters on all windows (if there are more than 3 windows, there must be shutters on a minimum of 3 windows) 4. Windows in all garage doors 5. 4-inch or taller frieze board at all soffits 6 Front door transom and/or sidelight | <ul style="list-style-type: none"> 7 All single-hung windows or a minimum of 4 single-hung windows 8. Minimum of 4 recessed lights in roofline soffits 9. Box returns on all gables |
|---|--|

ARCHITECTURAL DESIGN PRINCIPLES AND PRODUCT MIX

Architectural Design Principles


The following general design principles and features are proposed to achieve the desired architectural character for One11:

- » **Architectural theming**, which reflects diverse styles, include Contemporary, Craftsman, Farmhouse, Utah Traditional, and European architecture. These styles have been chosen for their contextual suitability within the One11 community and for neighborhood compatibility. All homes are encouraged to have a strong expression of one of these styles. Minor variations and compatible alternatives will be considered, yet must be approved by the OARC.
- » **Interesting and diverse streetscape architecture**, which de-emphasizes and lessens the impact of garages. Functional front porches, covered entryways, varied garage orientations, and setbacks are important components and are encouraged.
- » **Articulated building forms**, including a mix of single- and multiple-story building forms and elements, which provide transitions between individual homesites and adjacent homes, as well as a comfortable scale.
- » **Compatible design elements and details**, which help articulate building design. This also adds depth, shadows, visual interest, and relief to individual homes and the streetscape. Such elements include covered porches and entryways, balconies, roof overhangs, expressive materials, and the articulation of window and door openings.
- » **Natural building materials with strong textures and rich colors**, including masonry and cement-based siding to provide visual interest, depth, and detail, as well as a desirable *natural* look. For more information, refer to the *Exterior Materials and Colors* section on pages 22-23. Stucco, vinyl, and aluminum siding are not permitted. Appropriate roof and wall materials, architectural requirements, as well as colors, are addressed in these *Design Guidelines*.

Product Mix and Architectural Diversity

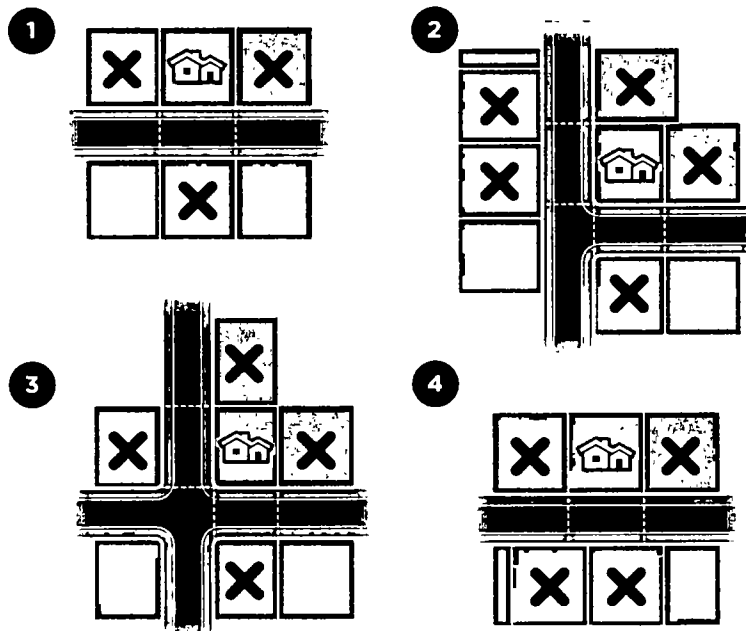
To ensure the desired theme and architectural character for One11 is realized, and to ensure the Community is enriched by variety in its architecture, careful attention will be paid to the mix of homes within each neighborhood. The following guidelines shall be followed for the production of single-family homes, or where individual floor plans are offered on a repeating basis within a parcel or plat.

1. A minimum of 5 unique floor plans will be required for builders who own 25 lots or less in one neighborhood. One additional plan will be required for each additional 15 lots.
2. A minimum of 2 distinctly different elevations and different color palettes shall be offered for each floor plan. Reverse elevation/floor plans shall not count as a different elevation.
3. To ensure One11 has a diverse mix of home designs and elevations interspersed throughout each neighborhood, several guidelines have been established to help select home designs and color schemes for each building lot.
 - » Each lot must have a home design and elevation combination that is different from homes located next door and directly across the street.
 - » The main exterior paint color must be chosen from a different color grouping than the adjacent homes or home(s) located directly across the street. Each color grouping consists of a number of exterior paint options that are similar in hue or tone.
 - » The OARC reserves the ability to approve or disapprove each color or color grouping

In the examples below, the lots identified with an **X** may not have the same elevation and home design combination or use an exterior color from the same color grouping as the subject home represented with a  icon (see EXHIBIT 2 below).

Product Mix Groupings

EXHIBIT 2

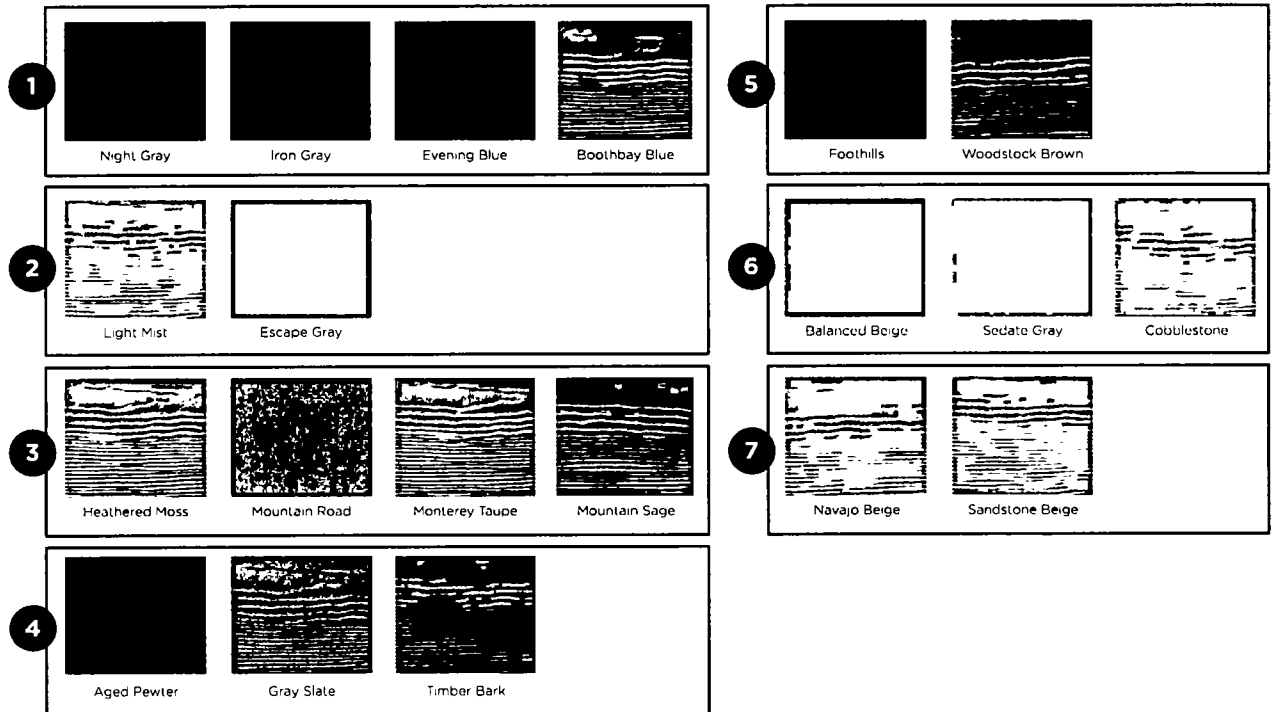


Color Groupings

Each builder must present exterior paint color groupings to the OARC for approval before community construction begins. Each individual color must be grouped with other colors that are similar in hue and tone. Since grouping similar colors together is subjective, the following diagram offers an example of color groupings that are acceptable at One11 (see EXHIBIT 2A). If Hardie colors (as shown below) are chosen as the foundation, any additional colors proposed must fit into one of seven color groupings shown below. When submitting additional colors, actual paint chips must be submitted, as opposed to digital representations.

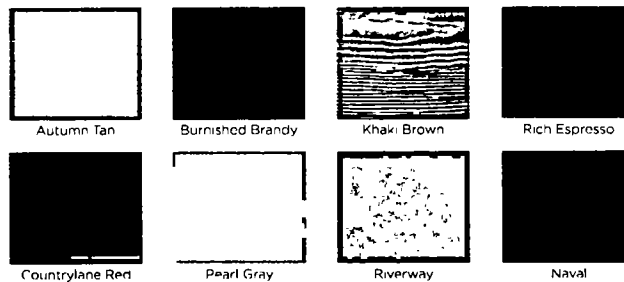
If the product mix rules are followed as shown on page 7, which states that each lot must have a home design and elevation combination that is different from homes located next door and directly across the street, there is no need for the OARC to approve exterior paint colors on individual homes.

EXHIBIT 2A - Example of Hardie colorplus color Groupings



In addition, the builder may choose colors that are not part of a color grouping because they are not too similar to any other color being offered (see EXHIBIT 2B below).

EXHIBIT 2B - EXAMPLE OF HARDIE COLORPLUS COLORS NOT INCLUDED IN A GROUPING



C. GENERAL DESIGN CRITERIA

APPLICABILITY

The *General Design Criteria* in this section addresses a range of architectural design topics and requirements applicable to all residential product types and styles within One11 Builders are required to understand and apply these design principles to their individual homes and neighborhoods. In some instances, specific references are made where more detailed design criteria or exceptions may apply to specific *Recommended Architectural Styles*, including additional criteria contained as part of the *Product Design Criteria* on pages 48-60

PRINCIPLES TO ACHIEVE A SCALED AND ARTICULATED BUILDING

- » Avoid large, unbroken wall planes and windowless elevations.
- » Mitigate the impact of garages by integrating them into the building mass and design (see EXHIBIT 5 on page 12).
- » Vary the building massing footprint.
- » Utilize a variety of architectural elements consistent with the approved style.
- » Design building elements that are visually more massive or *heavier* on the bottom half of the home, and those that are less massive and visually *lighter* on the top half of the home. A second story should not appear heavier, or have a disproportionately greater bulk, than the portion of the structure that supports it. Accordingly, all exterior building elements should be appropriately scaled in size in relationship to each other.

EXHIBIT 3



Examples of well-articulated buildings

BUILDING MASSING

Consideration should be given to the design of upper levels and how the massing will appear from streets, adjacent parcels, and common areas. Variety can be achieved by differentiating locations of building footprints on lots and avoiding repetitive forms over garages.

Utilize a variety of architectural elements consistent with the proposed style, including architectural projections such as roof overhangs, bay and box windows, decks, and covered porches, to create depth and shadows. For more information, refer to *Architectural Elements* on page 15.

In reviewing a proposed home design, careful scrutiny will be given to the home proportions, massing, and overall scale

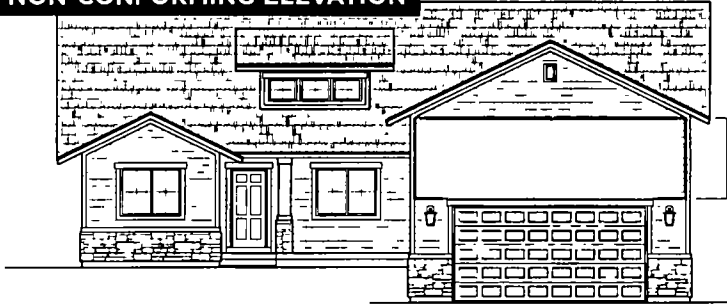
The allocation of exterior materials and features such as masonry bases, bay and box window elements, cantilevers, wall plane offsets, upper floor setbacks, and covered decks and porches are encouraged in order to break up elevations and provide visual interest.

Front elevations of all homes shall incorporate a one-story building element (as a minimum) or a building offset relative in scale to the elevation or wall plane, either horizontally between floors or vertically within the overall elevation. For example, a bay window, box window, covered porch element, accent roof, or cantilevered building element, with a *24-inch minimum* pop-out, may be incorporated into the design. The following guidelines must be adhered to while designing front elevations:

- » Large, plain, exposed areas between the bottom of the gable/roofline trim and the top of the garage door trim shall not exceed 36".
 - » The vertical distance between the added architectural element(s) and the gable/roofline trim shall not exceed 36".
 - » The vertical distance between the added architectural element(s) and the garage door trim shall not exceed 36"

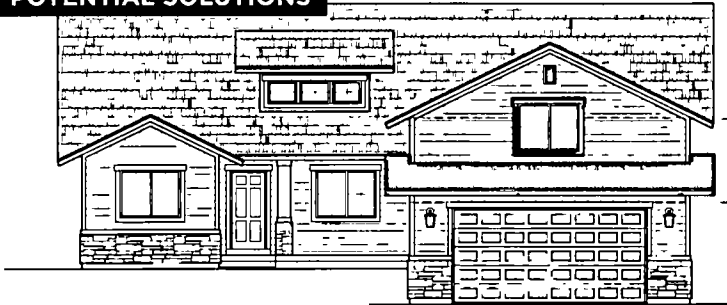
See EXHIBIT 4 for examples of a non-conforming elevation and potential solutions. All added architectural elements must be approved by the OARC. In the case of non-compliance, the builder will be required to correct the issue, and a fee may be assessed. (See page 61 for details).

NON-CONFORMING ELEVATION



This large, plain, exposed area between the bottom of the gable/roofline trim and the top of the garage door trim exceeds the vertical distance of 36".

POTENTIAL SOLUTIONS



Windows, intermediate roofing, or other approved decorative elements may be added to break up large, plain, exposed areas between the gable/roofline trim and garage door trim.



A pergola or other architectural element may be used to break up a large, plain, exposed area between the gable/roofline trim and garage door trim. If, after adding a pergola or other architectural element, more than 36" of vertical distance remains between the architectural element and the gable/roofline and/or between the architectural element and garage door trim, the area may be further broken up by changing the cladding style.



Each of these areas shall not exceed the vertical distance of 36".

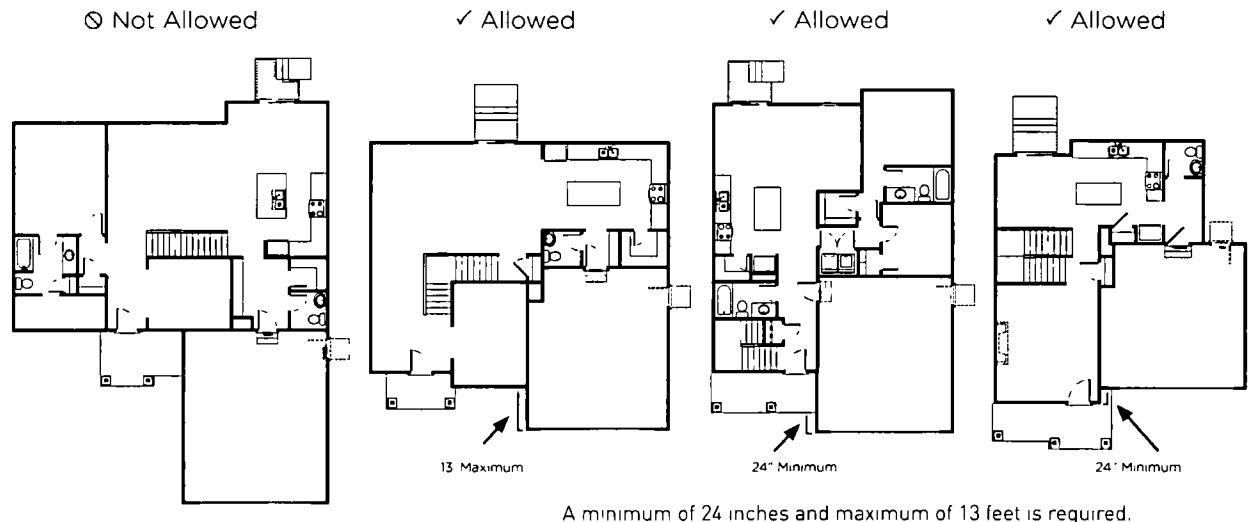
The vertical distance between the architectural element and the gable/roofline trim, as well as the vertical distance between the architectural element and the garage door trim, shall not exceed 36".

ALL FRONT ELEVATION DESIGNS MUST BE APPROVED BY THE OARC.

Garages

Minimize the impact of garages by integrating them into the floor plan, building massing, and design of each home. In no case shall a garage simply be *tacked on* the front of a home. As such, front-load garages shall be set back or project a minimum of 24 inches and shall not exceed more than 13 feet from the main building face or front porch (see EXHIBIT 5 below).

EXHIBIT 5



Recommended techniques to mitigate the impact of garages include the following.

- » Extend the front porch or living space forward so the garage doesn't exceed 13 feet from the main building face or front porch
- » Integrate the roof above the garage with the home's main body roof, including similar form, slope and massing.
- » Create a second-story building element above the garage incorporating windows and appropriate detailing, located within 6 feet of the front face of the garage
- » Use recessed garage doors with heavier and deeper header trim, columns, and other such architectural features to provide shadow lines and depth around garage doors.
- » Incorporate some side-load garage orientations, which present an opportunity for a window feature facing the street
- » Explore incorporating tandem garage layouts, as well as combining front- and side-load garage orientations to reduce the impact of 3-car garage elevations.

For more information, refer to *Garage Elevations and Doors* on pages 15-16

ROOF FORMS AND ELEMENTS

Roof Form

Roof form is an important contributor to a home's visual massing and scale. All roof designs shall be consistent with one of the *Recommended Architectural Styles* found on pages 48-60 as approved by the OARC.

Gables, dormers, and other smaller roof elements should be proportionate to the spaces they cover and to the overall roof sizes and forms. For acceptable roof materials and colors, refer to *Roof Materials and Colors* on page 23.

EXHIBIT 6

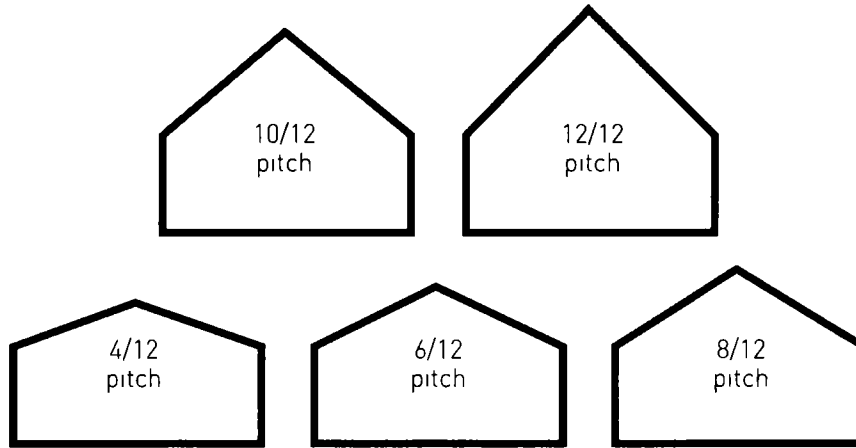


Examples of single, dominant roof forms with complementary secondary roofs

Roof Pitch

Pitch or slope of main body roofs shall be consistent with the selected architectural style and will generally be a minimum of 4/12 roof pitch and a maximum of 12/12 roof pitch with varying pitches on smaller elements (see EXHIBIT 7 below). Steeper or more shallow roof pitches will be considered on a case-by-case basis (must be approved by the OARC). For recommended roof pitches for each architectural style, refer to specific elevation information in the *Product Design Criteria* on pages 48-60.

EXHIBIT 7



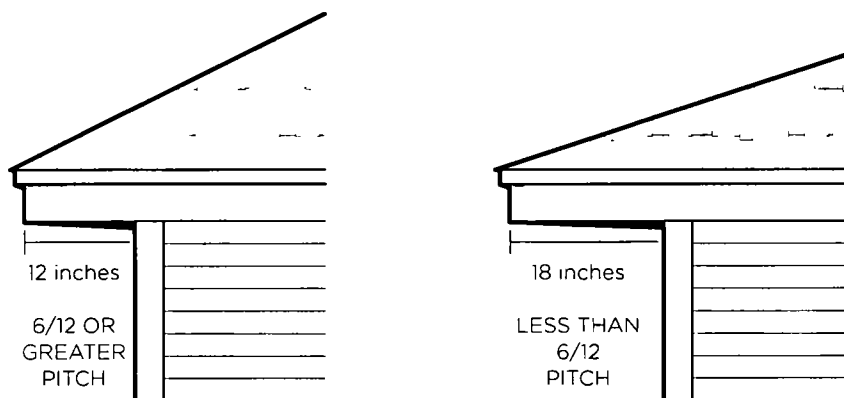
Roof pitch examples

Roof Overhangs, Fascias, and Soffits

While 18-inch or greater roof overhangs are encouraged, all homes at One11 are required to have a minimum 12-inch roof overhang (see EXHIBIT 8 below)

Deeper roof overhangs may be required in order to create visual relief and patterned shadows. Roof overhangs for secondary roof elements may vary in order to achieve consistent fascia lines. Eaves, fascias, and soffits shall be detailed appropriately for each architectural style. For additional criteria about specific elevations, refer to the *Product Design Criteria* on pages 48-60.

EXHIBIT 8



ARCHITECTURAL ELEMENTS

Building Elevations and Articulation

All building elevations facing a street or common area, shall be well articulated and shall meet the requirements in the *General Design Criteria* on pages 9-47. This will reduce a *boxlike* form and strongly express the approved elevations identified in *Recommended Architectural Styles* on page 48.

Covered Entryways and Porches

A covered entryway, compatible with the architectural style of the home, is required over the front door on all residences. This may be accomplished with a porch, second floor overhang, shed roof, etc. The minimum covered area for each porch is 36 square feet with a minimum width of 6 feet and a minimum depth of 4 feet. However, a minimum 8-foot depth is recommended to create a usable porch area. Porch railings, when utilized, must be compatible with the architectural style. The OARC may require larger porches. The specific requirements will be established with each builder during the *Initial Base Plan Submittal* process.

Garage Elevations and Doors

Garage elevations and doors shall be an integral part of the design of the home and should not dominate the front elevation. As such, all home designs shall incorporate the following methods to diminish the impact of garages:

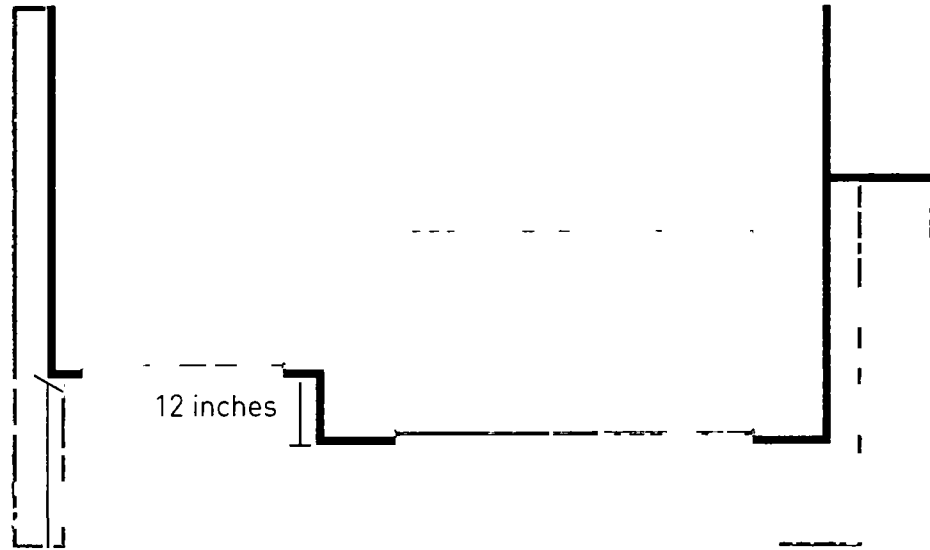
- » Architectural forms, materials, and design details present in the building's elevation, including masonry and windows, shall be incorporated into garage elevations.
- » Side-load garage configurations are encouraged.
- » Front-load garages shall not project more than 13 feet from the main building face or front porch.
- » The exposed facade above the garage doors shall not exceed 36 inches (as measured from the top of garage trim to the bottom of the roof fascia). This may require a separation of the main home roof from the garage roof (see EXHIBIT 4 on page 11)
- » Large gables and walls above garage doors should receive additional detailing and articulation including windows, corbels, wall vents and louvers, decorative brackets, or enhanced siding such as board and batten, shake, etc. (see EXHIBIT 4 on page 11)
- » Oversized garage doors for RVs, boats, etc., shall be designed as a 12-foot height maximum. Garage doors shall be a single-car door with a separate roof form, and offset from the main garage elevation. All garage doors exceeding 12 feet in height are subject to OARC review and approval.
- » Any elements added to a garage door, such as accents, whether permanent or not, must match the style/design of house and be pre-approved by the OARC prior to installation.

- » All garage doors shall be sectional roll-up types only. Acceptable materials include wood-grained, manufactured and composite wood, paneled particle board, and metal doors that are factory finished to match the home. Wood garage doors and painted metal garage doors are not allowed.

The following design criteria shall apply to all 3-car, front-load garage elevations

- » Garage offset depths are required between the front face of the double-car and single-car garages by a minimum of 12 inches (see EXHIBIT 9 below).

EXHIBIT 9



Future Projects

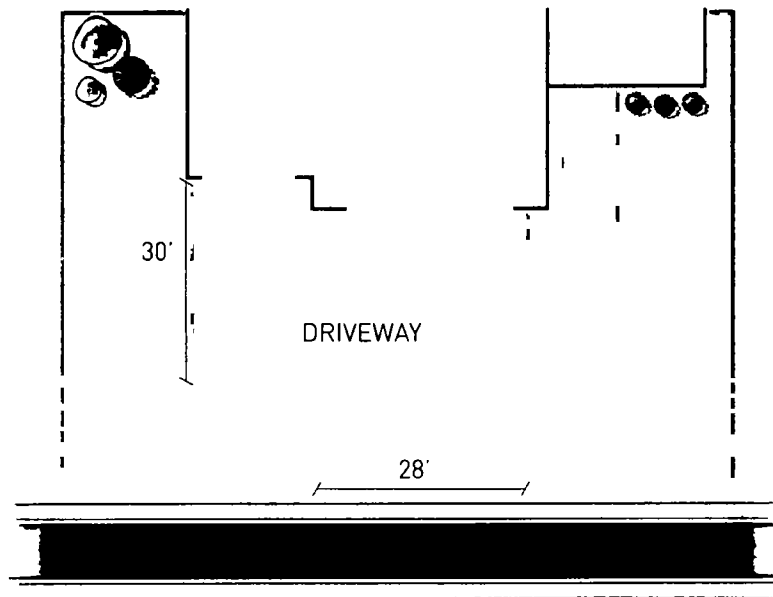
There are no extensions to allow for future projects, such as installation of an RV pad. Buyer may not request the builder to leave any area of front or side yards, or park strips unfinished in order to install concrete or landscaping at a later date

The builder or buyer may only add a concrete RV pad or extend the parking pad if a detailed plan has been submitted and approved by the HOA. All plans submitted to the HOA must adhere to the Home Design Guidelines.

RV Pad & Extended Driveway Guidelines

- » When the length of the driveway exceeds 30 feet from the sidewalk (measured from the garage to the sidewalk), the driveway width must be narrowed down to 28 feet wide or less at the sidewalk. Driveway width at the sidewalk may not be less than 13 feet wide. When homes are set back less than 30 feet from the sidewalk, the driveway width must be narrowed down to 32' or less. The angle where the concrete narrows down to the minimum driveway width may not exceed 45° (see EXHIBIT 10A below). Any configurations that vary from these guidelines must be submitted to the HOA and will be approved on a case-by-case basis. Furthermore, all plan submissions and approvals must be in writing.

EXHIBIT 10A



- » Concrete may not butt up against neighbor's concrete when widening a driveway or adding an RV pad (see EXHIBIT 10D on the following page). If a neighbor has installed concrete to the property line (see EXHIBIT 10A), the adjacent neighbor must leave a minimum 2' strip of landscaped space, which must contain living plant material, as well as sprinklers and/or drip lines (see EXHIBIT 10C on the following page). The required size of that space will vary depending on the type of plant material proposed. The purpose of adding landscaping is to break up large, concrete pads, reducing the overall mass of the concrete driveway.
- » If a utility box is located within the widening zone, at least 5' must be kept clear on each side to allow plant material to be added in order to screen and/or soften the appearance of the utility box. However, landscaping is not allowed within 3' of the box. Shrubs and grasses are acceptable plants to be installed between the 3' to 5' area. Park strips in front of any power box must contain sod with ample irrigation.

EXHIBIT 10B

Example of Existing Driveway

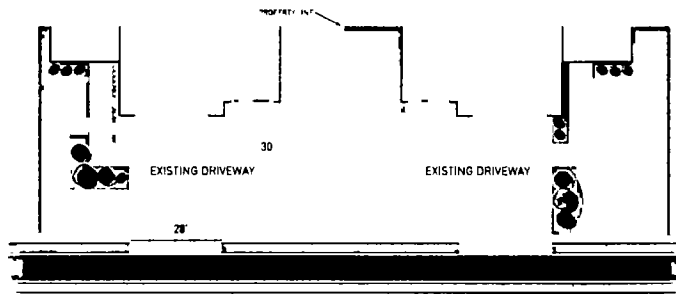


EXHIBIT 10C

Driveway Extension Allowed

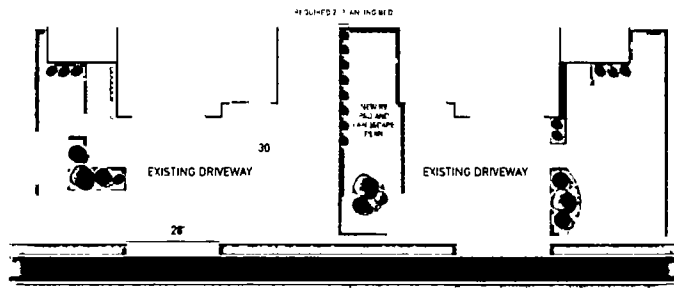
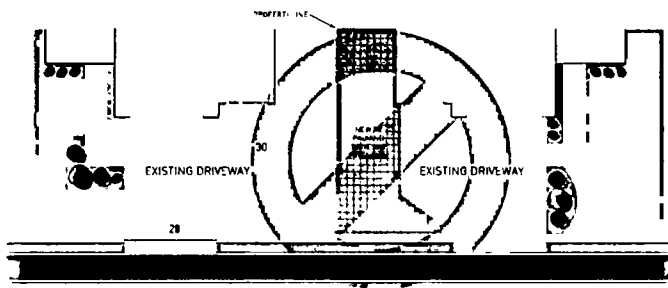


EXHIBIT 10D

Driveway Extension Not Allowed



- » Park strips must contain sod, and a water connection must be provided to the driveway side of the yard and under the walkway.
- » Any change to the approach must match the existing concrete color and stamping.
- » Front yard landscaping, including areas adjacent to the driveway and side yards on a corner lot, must be completely landscaped and fully irrigated when the additional concrete or RV pad is installed.

Windows

Windows shall be placed to complement the character and scale of each home. Groupings of windows should generally be centered in the building form on which they are placed. Windows with distinctive shape, size, or detail such as divided glass, arches, or bays shall complement the architectural style of the building and are encouraged.

All windows and other openings located on a home shall be trimmed with a material appropriate to the architectural style. Stucco trim is not allowed. Window trim shall be a minimum of 4 inches wide. Windows shall be trimmed on all four sides, be recessed (not shown), or receive a header and/or sill treatment (see EXHIBIT 11 below).

EXHIBIT 11



The placement, size, and detailing of windows on basement-level walkout homes should be consistent with the home's architectural style and compatible with other windows on the home.

Decorative window grids, appropriate to the architectural style, are encouraged for windows on elevations which face front, side, or rear streets.

Elevated or Walkout Decks

- » All visible decking material and exterior staircases shall be constructed of maintenance-free materials. Decks and staircases with exposed natural wood are not allowed. Natural wood posts may be used if wrapped with a vinyl sleeve or composite material.
- » All decks shall have a fascia/skirting of the same material that is a minimum of 2 inches larger than the joist in order to shield the underside of the deck from view (see EXHIBIT 12 below)
- » Rear elevation deck posts shall be a minimum size of 6" x 6".
- » Covered decks are encouraged and should incorporate columns and roof forms consistent with the design of the home.

EXHIBIT 12



Deck Stairs

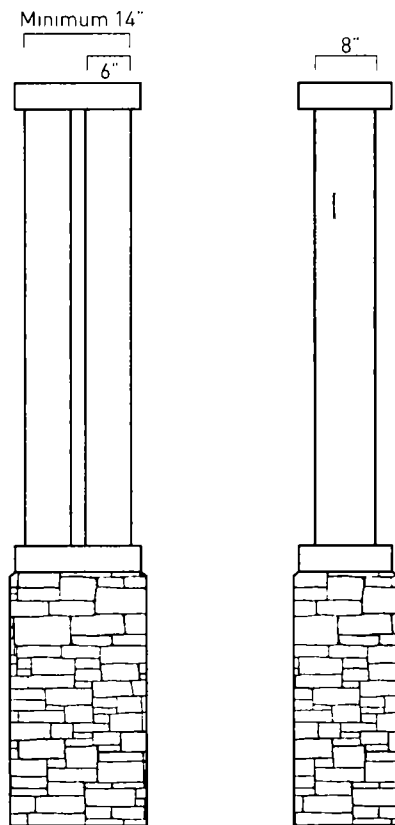
Special attention shall be given to stairway construction as it connects from the deck to the finished grade. Running the stairs along the side or rear of the home or adjacent to the deck, are encouraged. Stairs shall be constructed of similar materials to the deck.

Decks should be designed so that stairs and railings do not block or overlap windows and the design shall complement the exterior elevation. Decks shall be built consistent with and complementary to the main structure and not appear to be *tacked onto* the home.

Columns and Supports

All columns and supports on front elevations should appear substantial and in proportion to the overall building massing. Each column or support shall be a minimum of 8 inches wide and incorporate relief or built-up elements such as top and bottom trim or masonry bases. Grouped columns of 2 or more may be reduced to 6 inches each, and must also incorporate relief or built-up elements or masonry bases. Such grouped columns must be a minimum of 14 inches total (see EXHIBIT 13 below). The character and detailing of columns should be consistent with the architectural style of the building.

EXHIBIT 13



Chimneys and Gas Fireplaces

- » Masonry or decorative materials are preferred for chimneys visible on exterior walls.
- » Fireplace box-outs for direct vent gas units shall be consistent with the architectural style and materials of the home, and shall complement the wall on which they are located.
- » Exhaust ducts are not allowed on the front elevation.

Skylights

Skylights, when included, shall be integrated with the roof design and parallel to roof pitches. Skylight glazing should be flat and clear, solar bronze, or gray in color. Reflective glazing on skylights is not permitted. The finish trim material color shall be copper, bronze, or colored to match the surrounding roofing material.

Solar Panels

Details regarding solar panels are located in the *Exterior Equipment and Features* on page 47.

EXTERIOR MATERIALS AND COLORS

Building Materials Overview

Exterior building materials have been recommended for use at One11 to enhance the theme and quality of the Community. Appropriate use of materials will add value and reinforce the architectural style of each home design.

The architectural standards presented in the *Design Guidelines Handbook* are meant to govern the selection of building materials and color schemes. The matrix below outlines potential building materials and how they can be used with the *Recommended Architectural Styles* detailed on pages 48-60. Materials are not limited to the list below. However, additional materials must be approved by the OARC.

Roof Materials and Colors (Type and Application)

Proper selection of roof materials and colors is an important element in distinguishing each recommended elevation style. The roofing material shall complement the color scheme of the home. Acceptable roof materials include dimensional and standard composition shingles, as well as concrete tile. Slate and metal (standing seam) are also acceptable.

- » **Dimensional Composition Shingles**
All asphalt shingle roofs shall be a 30-year minimum grade. Blended shingle colors, rather than a single-color look, is encouraged.
- » **Concrete Tile**
The color and profile of concrete tile should be appropriate to the architectural style. Concrete tile colors shall have an integral flashed finish or consist of a blend of homogeneous colors.
- » **Metal (Standing Seam)**
The minimum requirement is 24-gauge metal with an 18-inch maximum seam spacing. Other styles of metal roof must be approved by the OARC.

Sharply contrasting roof colors shall not be permitted. Shades of gray, green, and brown will generally be permitted, yet shall be approved by the OARC.

Wall Materials (Type and Application)

No minimum percentage of a particular material is required, however, the essential requirement is that the material selection and its detailing successfully contribute to the creation of the desired architectural style. As such, multiple wall materials shall blend harmoniously with one another and frequent material changes shall be avoided. In general, no more than 2 dominant materials should be used per home.

Brick and stone, together on the same home, shall not be permitted except as approved by the OARC. All materials shall wrap architectural elements in their entirety, as well as wrap the sides of the home a minimum of 24 inches. See Number 8 of Universal Required Features on page 5 (EXHIBIT 1b and 1c).

Acceptable wall materials include manufactured composite board, brick, stone, and synthetic stone. Manufactured composite board patterns include horizontal lap siding, board and batten siding, and shake shingle siding.

- » **Manufactured Siding**
Height of horizontal lap siding shall not exceed 8.5 inches on any elevation. Grooved plywood and drop siding are not acceptable.
- » **Shakes or Shingles**
Only manufactured shingles are permitted.

- » **Masonry** elements should appear substantial and be integral to the architecture and not merely an applied feature. Masonry shall wrap columns and other elements on all sides. Stone shapes should be natural with no sharp cuts. Modeled brick face textures and colors are encouraged.

MATERIAL CHANGES AND TRANSITIONS

Material application shall be considered early in the design process so logical termination points are identified. In general, material transitions shall occur at changes in plane or on inside corners. Masonry used to express a building's *base* or to create a wainscot shall wrap corners and terminate at a prominent building element on side elevations. All front facade materials shall wrap around sides of home a minimum of 24 inches. See Number 8 of *Universal Required Features* on page 4 (EXHIBIT 1b and 1c on page 5).

Foundation wall finish materials facing streets must not exceed a height of 48 inches from the finished grade (see EXHIBIT 14 below).

EXHIBIT 14



BUILDING COLORS

Exterior building colors shall be compatible within individual sites and to adjacent buildings. Enriched, earth tone, and cool colors are encouraged. Bright or pastel color combinations must be approved by the OARC. Accent colors should be used with discretion. Trim colors should accentuate roof forms, windows, and door openings. When homes are repainted, color choices shall be based on a preselected palette of colors provided by the master- or sub-association, or shall be approved by the OARC. Homes shall have primary body colors which are common to all major elements.

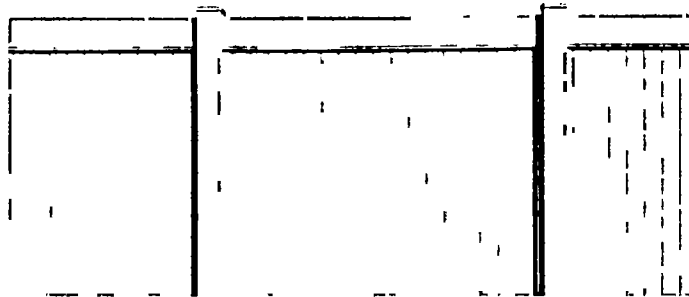
FENCING

All fencing shall be constructed of maintenance-free materials. Natural wood and chain link fencing are not permitted. Six-foot white vinyl fencing and SimTek Gray Granite fencing are approved for individual yards. See Exhibit 15 for approved styles and colors. The specific location of fencing shall be approved by the OARC prior to installation. See exhibits in the following section outlining builder and developer responsibility. Builder-installed fencing shall be installed prior to receiving a Certificate of Occupancy. If the Certificate of Occupancy is issued between November and March, fencing shall be installed by the end of June. Fencing plans must incorporate City sight triangle code requirements. Fences may not be flush with the front elevation. Fences must be set back, or installed behind, the front corners of a home a minimum of 24 inches. The porch is not considered the front of the home.

EXHIBIT 15



SimTek — Gray



Vinyl Privacy — White

Fencing Restrictions

No structures or walls may be installed under fences to increase the height of a fence. In addition, double fences are not allowed. If developer has installed a fence, or if a future fence is included on the master developer fencing plan, the homeowner may not install a fence adjacent to or parallel to developer's fence. View lots may be graded when the foundation of a home is higher than the fence. In such case, homeowner may choose to bring property grade down to street level and install a retaining wall close to the home with steps leading down into the yard. If extreme circumstances exist, a proposed fence plan may be submitted to the OARC for approval.

Front yard fencing is prohibited in One11. No fencing, including property line fencing, may continue beyond the allowed back yard fencing area, which is 24" behind the front corner of the house.

LANDSCAPING GUIDELINES

Landscaping for is an important feature of the overall community design. However, individual landscape plans must meet the *Landscaping Guidelines*, including the more specific guidelines, exhibits, and requirements in this document.

A list of suggested trees, shrubs, ornamental grasses, perennials, and groundcovers are included in the following pages. Other plant materials may be allowed. The goal is to add interest and diversity by using a variety of plant materials and designs throughout the community. Prior to installation, landscaping plans must be approved by the One11 Architectural Review Committee (OARC).

Landscaping refers to the installation of any combination of the following items to enhance and preserve natural features of the site:

- » Plant materials, such as turf, annual and perennial flowering plants, native vegetation, vines, shrubs, and trees (excluding weeds or noxious plants)
- » Groundcovers, such as mulch, bark, and decorative rock
- » Ponds, fountains, falls, and streams
- » Statues, outdoor artwork, benches and tables, earth berms, pots, and planters

Turf

- » The definition of *turf* is living grass/sod, not artificial materials.
- » No landscaping may be comprised of more than 60% turf (excluding park strips).
- » Turf/grass must be incorporated into the landscaping designs for front and side yards visible from the street. An owner may propose a reduced turf/grass area, but not complete removal of turf. A landscape plan must address how the remaining yard would be landscaped to provide an acceptable aesthetic
- » Artificial turf is not allowed in front or side yards visible from the street.
- » Turf is not allowed on slopes greater than 30%.
- » Turf is not allowed in park strips.

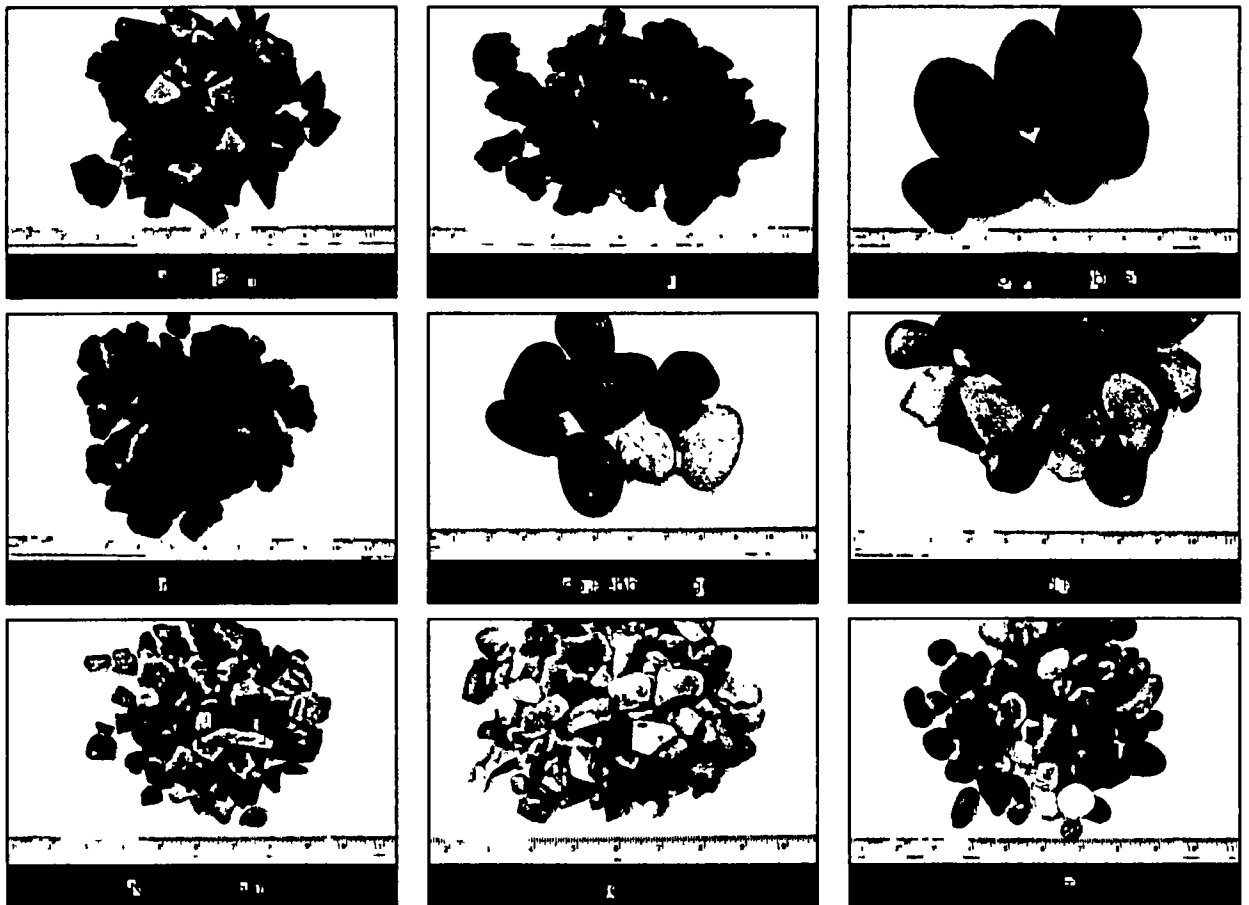
Park Strips

- » Park strips must consist of an approved rock mulch.
- » Park strips must include required street trees and may consist of planter beds with plants as well as the option of adding concrete curb. All designs must be submitted for approval by the OARC.
- » Artificial turf is not permitted in park strips.
- » Wood or rubber mulch, or any non-decorative rock mulch is not permitted in park strips
- » Pea gravel is not permitted in park strips.
- » Shrubs/plants, other than required park strip street trees, are not required to be installed in the park strip.
- » If plants are planted in the park strip, the plant must not exceed 2' in height, must be contained in the park strip, must be regularly trimmed, and look neat.
- » Plants must be alive and in good condition, and must be replaced as needed to keep the aesthetic appeal of the park strip pleasing (as determined by the Association).
- » If planting the park strip, multiple plants are required to present an aesthetically appealing park strip. Keep this in mind when creating your design.

- » Drip systems must be utilized in a rocked park strip.
- » Concrete and/or stamped concrete is NOT permitted in the park strip unless approved by the OARC in writing as part of a driveway extension/RV pad (maximum 32' wide approach/apron).

Rock Mulch Options for Park Strips

Park strips (areas between a sidewalk and the street) may be finished with 100% decorative rock mulch, in addition to required park strip tree(s). Weed barrier fabric is required and the size and color of the decorative rock mulch must be approved by the OARC prior to installation. The decorative rock size must be at least 1" so it is big enough to stay inside the park strip and not become a hazard for pedestrians. Decorative rock mulch must be the same color with no added designs or different colors placed side by side. Decorative rock mulch must adequately cover the weed barrier fabric (3-4" depth). See below for approved decorative landscape rock options



If any other types of rock mulch are proposed, or plantings are added, the landscaping plan must be approved by the OARC prior to installation.

Mulch

One11 encourages Water Wise landscaping by requiring the use of mulch in planting beds.

- » Natural materials such as bark mulch, wood, plant fiber mulch, or crushed stone mulch are allowed. Materials must be heavy enough not to be blown by the wind.

- » Landscape rock and stone mulch must be natural in color and may range from gray to warmer earth tones. Dyed wood mulch in unnatural colors, such as black and red, are not allowed.
- » Rubber mulch is not allowed.
- » No more than two colors and/or sizes of landscape rock and stone mulch may be used in each yard.

Plant Materials

One11 encourages the use of Water Wise, drought-tolerant plants that are native or regionally adapted. Native plants are adapted to the local climate and thrive in hot, dry summers, and cold winters

- » 75% of all trees, shrubs, ornamental grasses, perennials, and groundcover are required to be water-wise/drought-tolerant with *low-to-moderate* water-use needs.
- » Plants with similar water needs must be grouped together as much as possible in order to facilitate irrigation zoning.

Planting Beds

One11 encourages landscaping practices that improve water efficiency and increase sustainability. The goal is to minimize the impact on the environment, reduce maintenance, and provide an attractive landscape.

- » Slopes greater than 30% should be landscaped with deep-rooting, water-wise plants for erosion control and slope stabilization.
- » Planting beds must include 2-3 inches of high-quality, natural mulch.
- » Concrete curbing or steel edging may be used to separate turf from planting beds

Irrigation

One11 utilizes landscape irrigation best management practices recommended by the Irrigation Association. To maintain a healthy and functional landscape with optimal irrigation performance, these recommendations include designing the irrigation system for water-use efficiency, installing the irrigation system to meet the design criteria, and managing landscape water resources to optimize the efficient use of water in order

The following are suggested guidelines for incorporating water-efficient features into irrigation systems:

- » Utilize EPA WaterSense labeled equipment, where appropriate.
- » Irrigate trees and planting beds separately from turf areas with the exclusion of park strips
- » Use drip irrigation systems for trees and planting beds.
- » Equip irrigation controllers with automatic rain shut-off devices.
- » Utilize controllers with evapotranspiration rate (ET) water data.

Neighborhood Landscaping Requirements

Specific guidelines may be required for future neighborhoods. Designs that deviate from these guidelines and examples must be approved by the OARC.

Landscaping by the builder must include all front yards and park strips associated with individual lots. To avoid uniformity, it is suggested that each home design has a different landscaping plan, with no more than 50% of the same plant material used on other plans.

Front Yard Landscaping Completion Requirements

Prior to occupancy of a residence, fully irrigated landscaping is required for all front yards, including the park strips. If occupancy of a residence occurs during winter months, then the completion of the landscaping required may be delayed until the following June 1st.

Side and Back Yard Landscaping Completion Requirements

The landscaping of side and back yard areas (the entire area of the lot located behind the front wall of the Residence) must be completed no later than one year following the date of the first transfer of title of a lot to the initial homeowner. Homeowner will be granted a deadline extension to two years to install landscaping from the transfer of title if homeowner installs an approved privacy fence fully enclosing the side and rear yard areas that are not fully landscaped.

Landscaping Maintenance Requirements

Each homeowner is required to maintain their landscaping, including automated sprinkler systems. All yards must be kept clean and well manicured. Homeowner is required to remove or replace dead trees, shrubs, plants, and grass promptly. Landscaping, grading, and drainage must be designed to control water runoff so neighboring lots within the project will not be adversely affected.

Submitting a Landscaping Plan

There are two options for submitting a landscape design.

1. A custom landscaping plan may be submitted to the OARC for approval.
2. To expedite the approval process, builders may submit a minimum of three front yard landscaping plans for lots owned in each category of the following front-yard sizes: under 750; 750 to 1,500; 1,500 to 2,000; and over 2,000 square feet. Landscape plans must follow the Landscaping Monotony Requirements (see below).

Landscaping Monotony Requirements

To ensure each front yard is uniquely beautiful, a diverse mix of plant materials and landscaping designs are required. The following parameters have been established to ensure such diversity.

- » Upon submitting multiple landscaping plans for pre-approval within each front-yard size category, plans may not share more than 50% of the same tree, shrub, or perennial grass species as any other landscaping plan submitted for the same front-yard size category.
- » All landscaping plans must list the specific plant species used in the design.
- » Plant species must be selected from the *Suggested Plant List* starting on page 36.
- » Each lot must use a landscaping plan that is different from adjacent homes or home(s) located directly across the street. The OARC will track which landscaping plans are used for which lots and will not approve plans that do not follow the monotony requirements.
- » Park strip trees must match the developer street tree plan exactly. Any variation to the location or species of tree(s) must be approved in writing by the OARC and will be subject to developer and City approval.

Planting Requirements for Front Yard Landscaping

Use the chart below to determine the type and quantity of plants required for each front yard landscaping plan. In the *Additional Landscaping Requirements* section listed for each category, there are additional Group A and Group B requirements.

Front Yard Landscaping Requirements				
Size of Front Yard	<750 SF	750 - 1,500 SF	1,500 - 2,000 SF	> 2,000 SF
MINIMUM PLANTING REQUIREMENTS				
Front Yard Tree(s) (Deciduous or Evergreen)	1	1	1	1
Decorative Tree(s) (Deciduous or Evergreen)	0	0	1	1
Shrubs	6	8	10	12
Ornamental Grasses or Perennials	3	5	7	9
ADDITIONAL PLANTING REQUIREMENTS				
Additional Group Requirements	Choose One Option From Group A	Choose One Option From Group A	Choose One Option From Group A	Choose One Option From Group A AND Choose One Option From Group B

Use the chart below to fulfill the additional landscaping requirement(s). For all front yards under 2,000 square feet, choose Option 1 or Option 2 from Group A. If front yard is over 2,000 square feet, choose Option 1 or Option 2 from Group A, plus Option 1 or Option 2 from Group B on the charts below.

GROUP A		Option 1	Option 2	GROUP B		Option 1	Option 2
Shrubs		3		Front Yard Tree(s) (Deciduous or Evergreen)		1	
Ornamental Grasses or Perennials			5	Decorative Tree(s) (Deciduous or Evergreen)			1

Planting Requirements for Corner Lot Landscaping

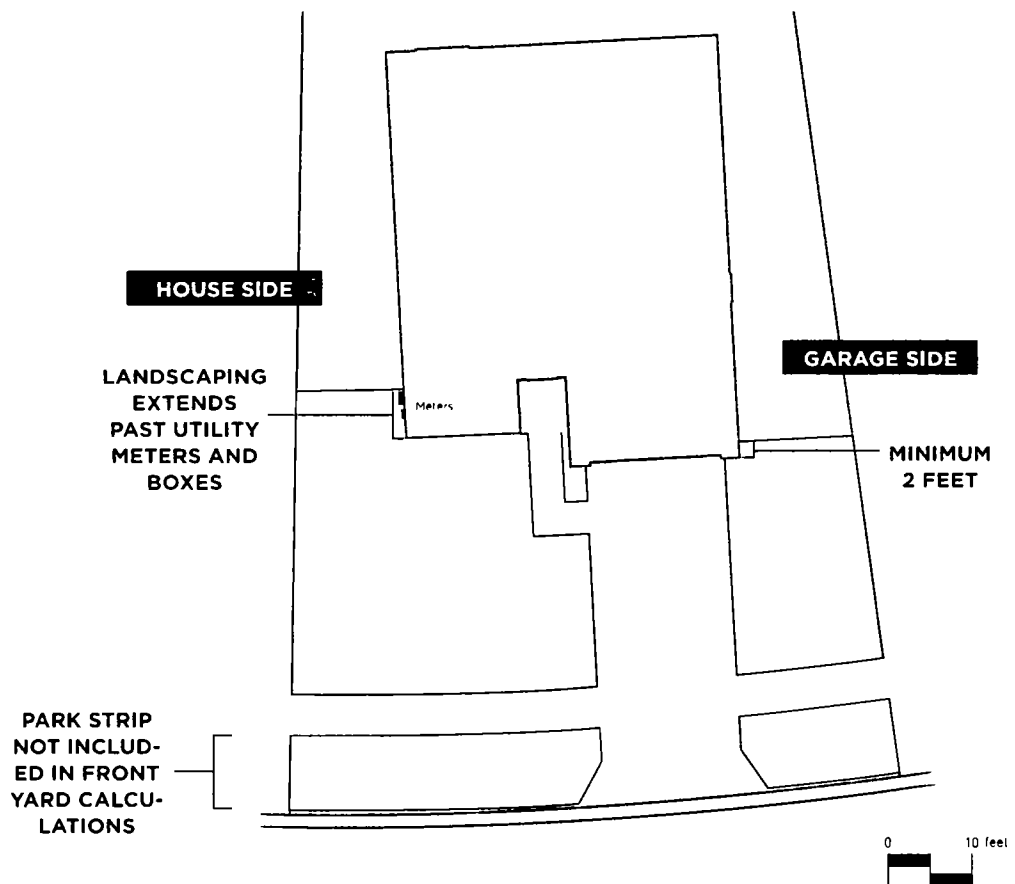
If corner lot landscaping is installed by a homeowner in a side yard facing a street prior to, or instead of, fence installation, the same requirements for plants per landscaping area for the front yard landscaping apply to the side yard. The homeowner should use the chart above, *Planting Requirements for Front Yard Landscaping*, to determine the quantity of trees, shrubs, and perennials that are required in the side yard landscaping plan. The side yard landscape size is calculated separately from front yard. There are no minimum planting requirements for side yards between homes or back yards. The OARC must approve all landscaping plans prior to installation.

Minimum Plant Sizes

PLANTS	MINIMUM SIZE
Front Yard and Decorative Trees (Deciduous)	2" caliper
Front Yard and Decorative Trees (Evergreen)	6" height
Shrubs (Includes Small, Medium, and Large)	5 gallon
Ornamental Grasses	1 gallon
Perennials	1 gallon

Calculating the Square Footage for Front Yard Landscaping

Front yard landscaping requirements are based on the total square footage of the front yard area. To determine the total square footage, add the turf areas and planting beds. Do not include the park strip or hardscapes in your calculations. The green area on the exhibit below represents typical front yard landscaping. Be sure to extend your landscaping beyond the front corners of the house. On the garage side of house, front yard landscaping must extend at least two feet past the front corner of the house. On the living side of the house, front yard landscaping must extend past the utility meters and boxes.

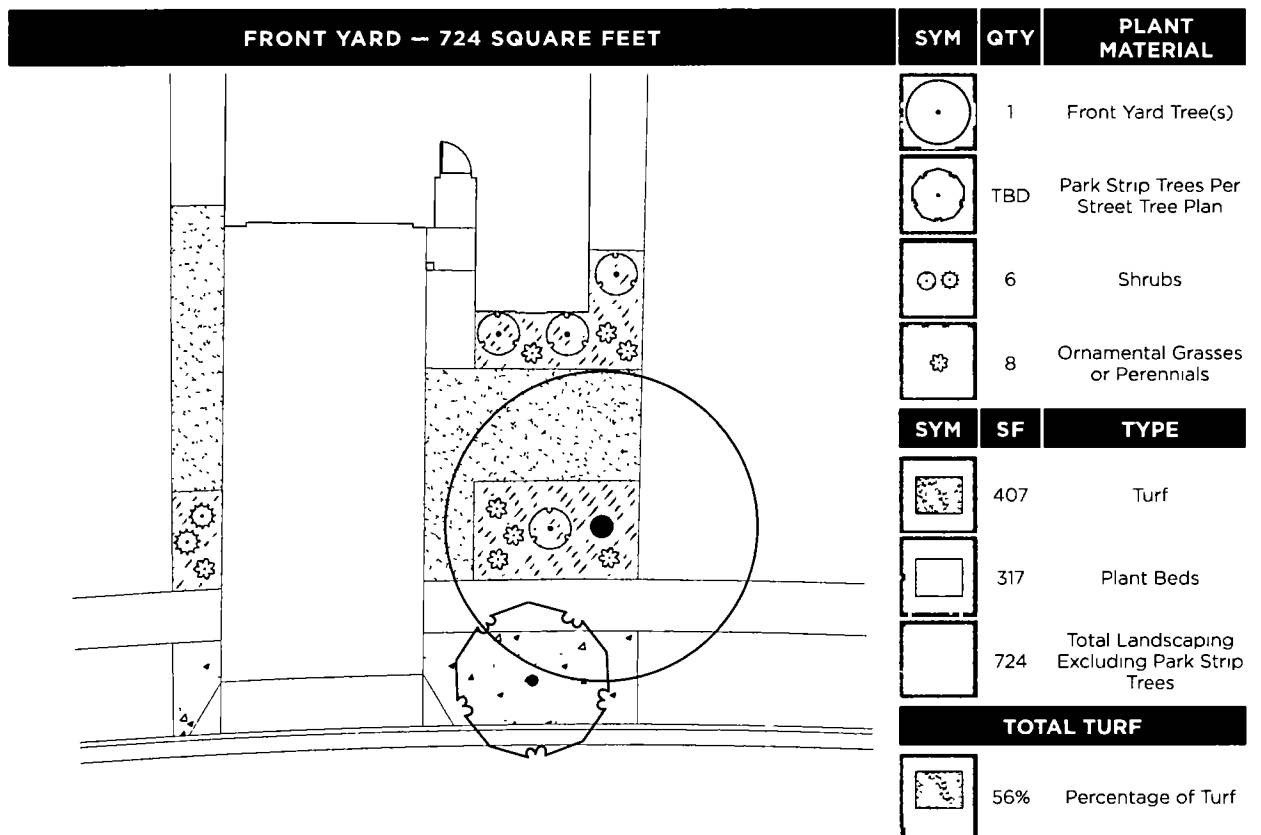


Typical Front Yard Landscaping Examples

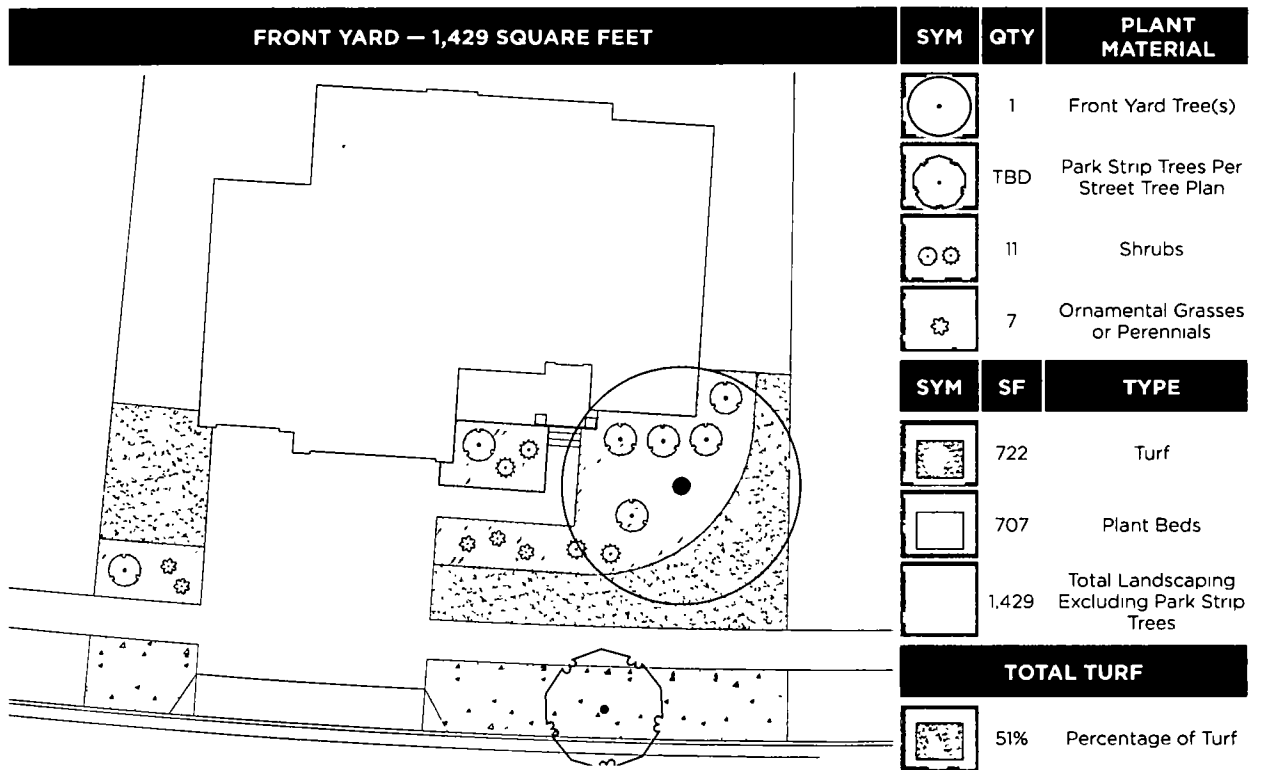
The following front yard landscaping examples are for reference only. Quantities shown in the following charts are examples only, not the overall requirements for the square footage category. Although park strip trees are shown on example landscaping plan, they do not represent the total quantity required. Refer to the Master Street Tree Plan for specific requirements for each individual lot. It is required to include the following information for each front yard landscaping plan submitted:

- » Quantity of each type of plant material
- » The specific name of each plant (add note if plant species is not included on suggested plant list)
- » The total square footages for planting beds and turf (not including park strips)
- » Total square footage for front yard landscaping
- » The percentage of turf (not including park strips) in front yard landscaping

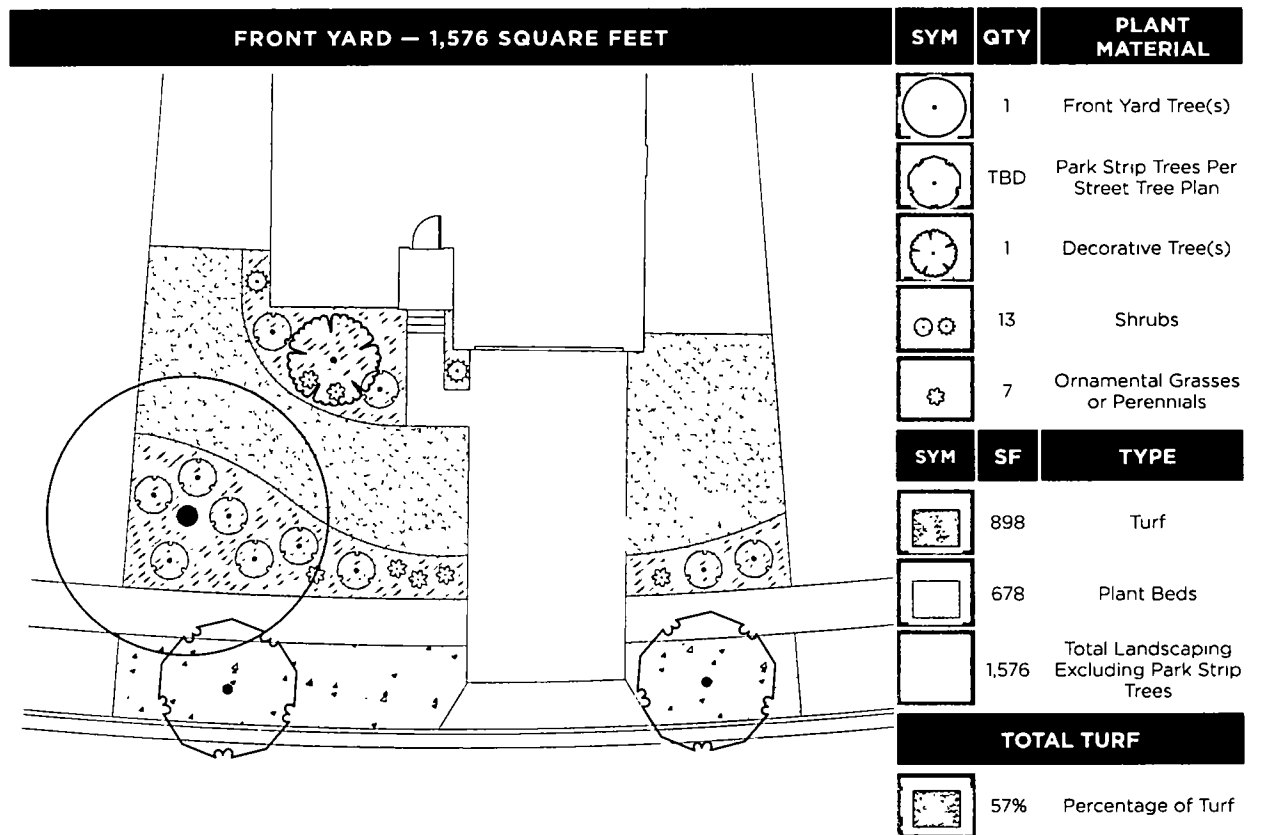
Front Yard Landscaping Example Under 750 Square Feet



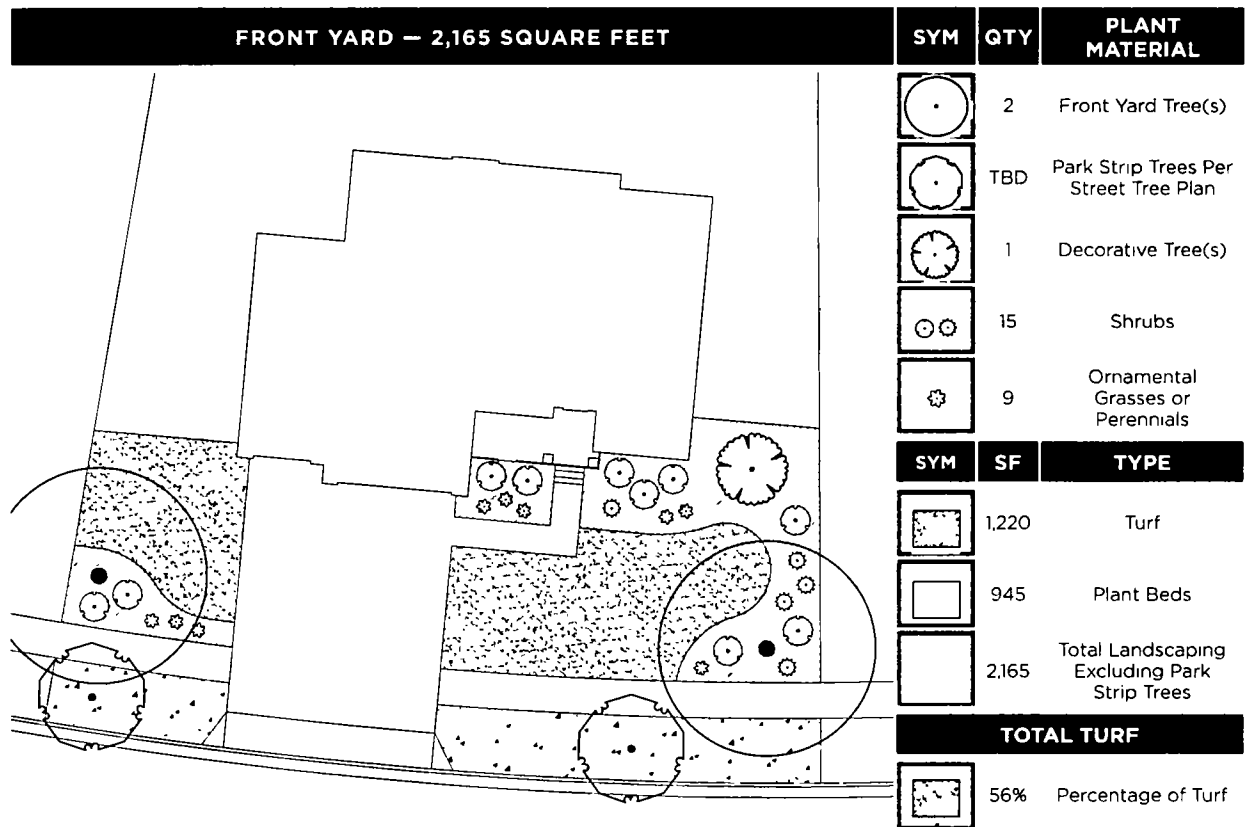
Front Yard Landscaping Example 750 to 1,500 Square Feet



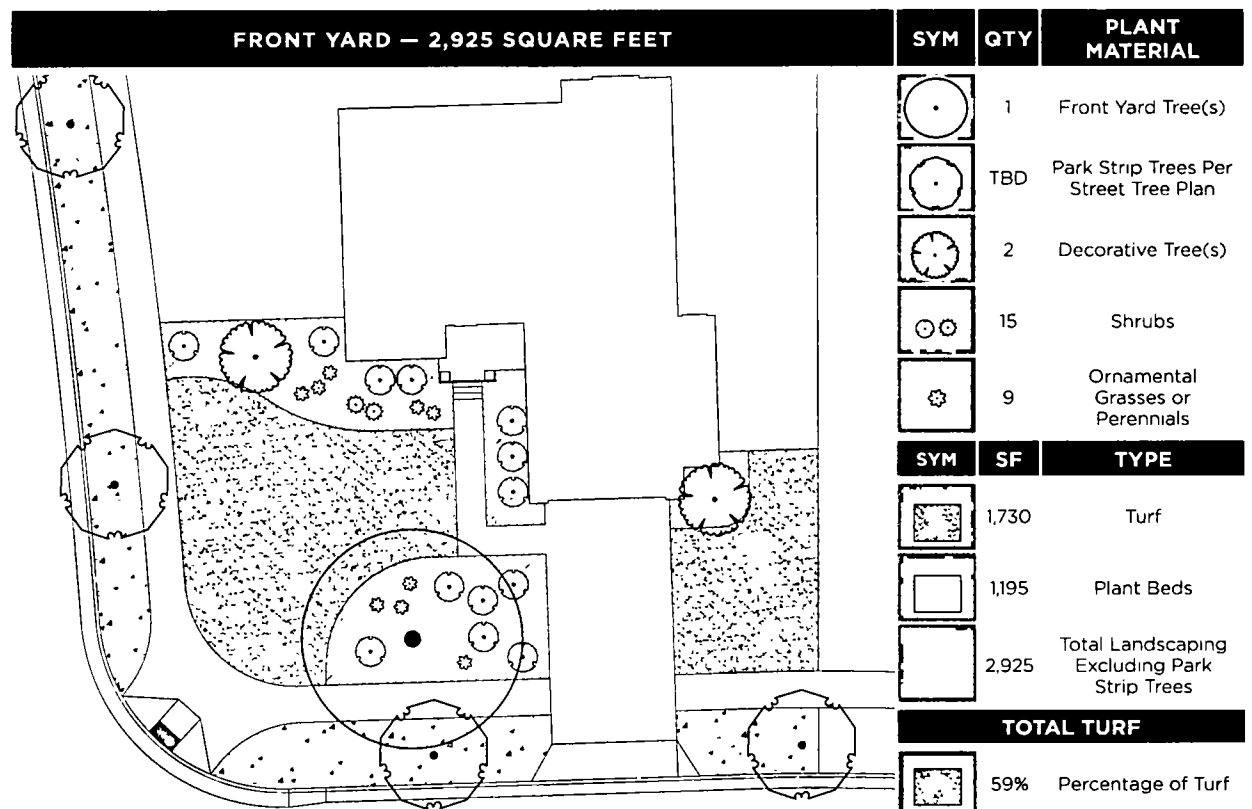
Front Yard Landscaping Example 1,500 to 2,000 Square Feet



Front Yard Landscaping Example Over 2,000 Square Feet



Corner Yard Landscaping Example Over 2,000 Square Feet



Suggested Plant List

The following is a suggested list of plant materials. This does not mean that all the listed plants and trees are guaranteed to thrive. It is the responsibility of each builder and/or homeowner to consult with appropriate professionals for installation and maintenance advice. Each homeowner should consult with their builder or landscaper regarding any issues or concerns they have with the types of plants on their landscaping plan. The HOA is not responsible to verify that drought-tolerant plants were used. All landscaping shall comply with West Jordan Ordinance 13-13-5 Water Efficiency Standards.

For local information about drought-tolerant or water-wise plants, visit the Center for Water Efficient Landscaping website at <https://cwel.usu.edu/water-wise-plants>.

LARGE TREES					
Botanical Name	Common Name	Mature Size	Deciduous or Evergreen	Decorative	Sugg. by City
<i>Cedrus atlantica argentea</i> 'Fastigiata'	Columnar Blue Atlas Cedar	40' x 10'	Evergreen		
<i>Celtis occidentalis</i> 'Chicagoland'	Chicagoland Hackberry	40' x 35'	Deciduous		yes
<i>Ginkgo biloba</i> 'Magyar' (males only)	Magyar Ginkgo	50' X 30'	Deciduous		Yes
<i>Ginkgo biloba</i> 'Shangra La' (males only)	Shangra La Ginkgo	55' x 40'	Deciduous		Yes
<i>Gleditsia tricanthos inermis</i> 'Skyline'	Skyline Honeylocust	40' x 35'	Deciduous		yes
<i>Pinus nigra</i>	Austrian Black Pine	50' x 30'	Evergreen		Yes
<i>Pinus sylvestris</i>	Scotch Pine	40' x 30'	Evergreen		Yes
<i>Quercus bicolor</i> 'Bonnie and Mike' Beacon	Columnar Oak	40' x 15'	Deciduous		
<i>Quercus robur</i> 'Fastigiata'	Columnar English Oak	60' x 15'	Deciduous		Yes
<i>Quercus robur</i> 'Skinny Genes'	Skinny Genes Columnar Oak	45' x 10'	Deciduous		
<i>Quercus robur fastigiata</i> 'Skyrocket'	Columnar English Oak	40' x 15'	Deciduous		
<i>Quercus robur x alba</i> 'Crimschmidt' Crimson Spire	Columnar English Oak	45' x 20'	Deciduous		
<i>Quercus robur x bicolor</i> 'Long' Regal Prince'	Columnar English Oak	40' x 15'	Deciduous		
<i>Quercus robur x bicolor</i> 'Nadler' Kindred Spirit	Columnar English Oak	30' x 6'	Deciduous		
<i>Quercus x 'Adeline'</i> Castle Green'	Columnar Oak	40' x 12'	Deciduous		
<i>Quercus x 'Scarlet Letter'</i>	Columnar Oak	40' x 15'	Deciduous		
<i>Tilia americana</i> 'Redmond'	Redmond American Linden	60' x 35'	Deciduous		
<i>Tilia cordata</i> 'Greenspire'	Greenspire Littleleaf Linden	50' x 35'	Deciduous		Yes
<i>Tilia tomentosa</i> 'Sterling'	Sterling Silver Linden	60' x 30'	Deciduous		Yes
<i>Ulmus x 'Accolade'</i>	Accolade Elm	50' x 25'	Deciduous		Yes
<i>Zelkova serrata</i> 'Green Vase'	Green Vase Zelkova	50' x 35'	Deciduous		

MEDIUM TREES					
Botanical Name	Common Name	Mature Size	Deciduous or Evergreen	Decorative	Sugg. by City
<i>Acer truncatum x acer platanoides</i> 'Crimson Sunset'	Crimson Sunset	35' x 25'	Deciduous		
<i>Acer truncatum x acer platanoides</i> 'Norwegian Sunset'	Norwegian Sunset	35' x 25'	Deciduous		

MEDIUM TREES

Botanical Name	Common Name	Mature Size	Deciduous or Evergreen	Decorative	Sugg. by City
<i>Acer truncatum</i> x <i>acer platanoides</i> 'Ruby Sunset'	Ruby Sunset	25' x 20'	Deciduous		
<i>Acer truncatum</i> x <i>acer platanoides</i> 'Urban Sunset'	Urban Sunset	35' x 20'	Deciduous		
<i>Acer truncatum</i> x <i>acer platanoides</i> Pacific Sunset'	Pacific Sunset	30' x 25'	Deciduous		
<i>Amelanchier</i> x <i>grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Serviceberry	25' x 20'	Deciduous		
<i>Cedrus atlantica</i> glauca	Blue Atlas Cedar	30' x 20'	Evergreen		
<i>Celtis occidentalis</i>	Common Hackberry	40' x 30'	Deciduous		Yes
<i>Chamaecyparis nootkatensis</i> 'Pendula Green Arrow'	Weeping Alaskan Cedar	25' x 3'	Evergreen	Yes	
<i>Gleditsia triacanthos inermis</i> 'Shademaster'	Shademaster Locust	30' x 25'	Deciduous		Yes
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper	30' x 30'	Evergreen		Yes
<i>Malus</i> x 'Marilee'	Marilee Flowering Crabapple	24' x 10'	Deciduous	Yes	
<i>Prunus maackii</i>	Amur Chokecherry	30' x 30'	Deciduous		Yes
<i>Ulmus</i> x 'Frontier'	American Elm	30' x 25'	Deciduous		Yes
<i>Zelkova serrata</i> 'City Sprite'	Zelkova	24' x 18'	Deciduous		

SMALL TREES

Botanical Name	Common Name	Mature Size	Deciduous or Evergreen	Decorative	Sugg. by City
<i>Acer tataricum</i> 'Pattern Perfect'	Pattern Perfect Tatarian Maple	25' X 20'	Deciduous		Yes
<i>Cedrus atlantica</i> glauca 'Pendula'	Weeping Blue Atlas Cedar	15' x 15'	Evergreen	Yes	
<i>Cedrus libani</i> 'Beacon Hill'	Weeping Cedar of Lebanon	10' x 6'	Evergreen	Yes	
<i>Chamaecyparis lawsoniana</i> 'Pinpoint'	Pinpoint Blue False Cypress	20' x 7'	Evergreen		
<i>Malus</i> 'Amberina'	Amberina Flowering Crabapple	12' x 10'	Deciduous	Yes	
<i>Malus</i> x 'April Showers'	Weeping Flowering Crabapple	10' x 6'	Deciduous	Yes	
<i>Malus</i> x 'Cardinal's Robe'	Cardinal's Robe Flowering Crabapple	15' x 20'	Deciduous	Yes	
<i>Malus</i> x 'Harvest Gold'	Harvest Gold Flowering Crabapple	22' x 18'	Deciduous	Yes	
<i>Malus</i> x 'Indian Magic'	Indian Magic Crabapple	20' x 15'	Deciduous	Yes	Yes
<i>Malus</i> x 'Leprechaun'	Leprechaun Flowering Crabapple	8' x 8'	Deciduous	Yes	
<i>Malus</i> x 'Little Troll'	Little Troll Weeping Flowering Crabapple	16' x 16'	Deciduous	Yes	
<i>Malus</i> x 'Orange Crush'	Orange Crush Flowering Crabapple	15' x 15'	Deciduous	Yes	
<i>Malus</i> x 'Prairie Fire'	Prairie Fire Crabapple	20' x 20'	Deciduous	Yes	Yes
<i>Malus</i> x 'Raspberry Spear'	Raspberry Spear Crabapple	20' x 8'	Deciduous	Yes	

SMALL TREES

Botanical Name	Common Name	Mature Size	Deciduous or Evergreen	Decorative	Sugg. by City
Malus x 'Red Barron'	Red Barron Crabapple	20' x 12'	Deciduous	Yes	
Malus x 'Red Jade'	Red Jade Weeping Crabapple	15' x 15'	Deciduous	Yes	
Malus x 'Red Jewel'	Red Jewel Crabapple	15' x 12'	Deciduous	Yes	
Malus x 'Snowdrift'	Snowdrift Crabapple	20' x 20'	Deciduous	Yes	
Malus x 'Sparkling Sprite'	Sparkling Sprite Crabapple	12' x 12'	Deciduous	Yes	
Pinus densiflora umbraculifera 'Compacta'	Tanyosho Pine	6' x 6'	Evergreen	Yes	
Quercus gambelii	Gamble Oak	25' x 20'	Deciduous		Yes

SHRUBS

Botanical Name	Common Name	Mature Size	Deciduous or Evergreen	Sugg. by City
Amelanchier alnifolia 'Obelisk'	Standing Ovation Serviceberry	15' x 4'	Deciduous	
Caryopteris x clandonensis 'Blue Mist'	Blue Mist Shrub	3' x 3'	Deciduous	Yes
Corylus avellana 'Red Dragon'	Red Leafed Filbert	8' x 5'	Deciduous	
Daphne x burkwoodii 'Carol Mackie'	Carol Mackie Daphne	4' x 4'	Semi-Evergreen	
Ephedra viridis	Mormon Tea	2' x 4'	Evergreen	Yes
Forsythia x intermedia 'Arnold's Dwarf'	Dwarf Forsythia	3' x 6'	Deciduous	Yes
Forsythia x 'Show Off Sugar Baby'	Sugar Baby Dwarf Forsythia	3' x 3'	Deciduous	Yes
Hesperaloe parviflora 'Red Yucca'	Red Yucca	3' x 4'	Evergreen	
Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper	12" x 6'	Evergreen	
Juniperus horizontalis 'Hughes'	Hughes Creeping Juniper	12" x 6'	Evergreen	
Juniperus horizontalis 'Wiltonii'	Wilton's Creeping Juniper	8" x 8'	Evergreen	
Juniperus procumbens 'Green Mound'	Japanese Garden Juniper	6" x 6'	Evergreen	
Juniperus scopulorum 'Blue Arrow'	Blue Arrow Upright Juniper	15' x 3'	Evergreen	
Juniperus scopulorum 'Moonglow'	Moonglow Upright Juniper	20' x 10'	Evergreen	
Juniperus scopulorum 'Wichita Blue'	Wichita Blue Upright Juniper	15' x 6'	Evergreen	
Lonicera x xylostoides 'Clavy's Dwarf'	Honeysuckle Shrub	5' x 5'	Deciduous	
Mahonia aquifolium 'Compacta'	Compact Oregon Grape	3' x 4'	Evergreen	
Perovskia atriplicifolia 'Blue Steel'	Russian Sage	3' x 2'	Deciduous	
Perovskia atriplicifolia 'Little Lace'	Russian Sage	2' x 1'	Deciduous	
Philadelphus x virginialis 'Miniature Snowflake'	Mock Orange	4' x 4'	Deciduous	Yes
Pinus mugo var. pumilio	Dwarf Mugo Pine	5' x 6'	Evergreen	
Pinus sylvestris 'Hillside Creeper'	Creeping Scotch Pine	2' x 8'	Evergreen	
Prunus besseyi 'Pawnee Buttes'	Sand Cherry	1' x 6'	Deciduous	

SHRUBS

Botanical Name	Common Name	Mature Size	Deciduous or Evergreen	Sugg. by City
Rhamnus frangula 'Fine Line'	Fern Leaf Buckthorn	7' x 3'	Deciduous	
Rhamnus frangula columnaris	Tallhedge Buckthorn	15' x 4'	Deciduous	
Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3' x 8'	Deciduous	
Rhus trilobata 'Autumn Amber'	Three Leaf Sumac	2' x 8'	Deciduous	Yes
Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	3' x 3'	Deciduous	
Rosa Meidiland series 'Red'	Red Meidiland Rose	4' x 6'	Deciduous	
Rosa Meidiland series 'White'	White Meidiland Rose	2' x 6'	Deciduous	
Sambucus nigra 'Laced Up'	Laced Up Elderberry	10' x 3'	Deciduous	
Symphoricarpos oreophilus	Mountain Snowberry	4' x 4'	Deciduous	
Symphoricarpos orbiculatus	Coralberry	5' x 8'	Deciduous	
Symphoricarpos x chenaultii 'Hancock'	Hancock Coralberry	2' x 8'	Deciduous	
Symphoricarpos x doorensbosii 'Kolmcan'	Kolmcan Coralberry	3' x 3'	Deciduous	
Symphoricarpos x doorensbosii 'Magic Berry'	Magic Berry Coralberry	5' x 5'	Deciduous	
Syringa meyeri 'Palibin'	Dwarf Korean Lilac	5' x 7'	Deciduous	
Syringa x 'Bloomerang'	Dwarf Reblooming Lilac	3' x 3'	Deciduous	
Yucca filamentosa 'Bright Edge'	Bright Edge Yucca	3' x 2'	Evergreen	

ORNAMENTAL GRASSES

Botanical Name	Common Name	Mature Size
Bouteloua gracilis	Blue Grama Grass	2' x 2'
Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama Grass	2.5' x 1.5'
Calamagrostis acutiflora 'Eldorado'	Feather Reed Grass	4' x 2'
Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	5' x 3'
Calamagrostis x acutiflora 'Lightning Strike'	Lightning Strike Feather Reed Grass	4' x 2'
Calamagrostis x acutiflora 'Overdam'	Overdam Feather Reed Grass	3' x 2'
Deschampsia cespitosa	Tufted Hairgrass	2' x 2'
Deschampsia cespitosa 'Schottland'	Tufted Hairgrass	3' x 2'
Festuca mairei	Atlas Fescue	3' x 3'
Festuca ovina glauca 'Boulder Blue'	Boulder Blue Fescue	8" x 12"
Helictotrichon sempervirens 'Blue Oats'	Blue Oat Grass	3' x 2'
Miscanthus sinensis 'Adagio'	Dwarf Maiden Grass	4' x 4'
Miscanthus sinensis 'Dixieland'	Maiden Grass	3' x 4'
Miscanthus sinensis 'Gracillimus Nana'	Gracillimus Nana Maiden Grass	4' x 4'
Miscanthus sinensis 'Yaku Jima'	Dwarf Maiden Grass	5' x 2'

ORNAMENTAL GRASSES

Botanical Name	Common Name	Mature Size
<i>Pennisetum alopecuroides</i>	Dwarf Fountain Grass	4' x 2'
<i>Pennisetum alopecuroides</i> 'Burgundy Bunny'	Burgundy Bunny Dwarf Fountain Grass	1 x 1.5'
<i>Pennisetum alopecuroides</i> 'Hameln'	Hameln Dwarf Fountain Grass	3' x 2'
<i>Pennisetum alopecuroides</i> 'Little Bunny'	Little Bunny Dwarf Fountain Grass	1' x 1'
<i>Pennisetum alopecuroides</i> 'Red Head'	Red Head Dwarf Fountain Grass	4' x 2.5'
<i>Schizachyrium scoparium</i>	Little Bluestem Grass	3' x 2'
<i>Schizachyrium scoparium</i> 'Blaze'	Blaze Little Bluestem	3' x 2'
<i>Schizachyrium scoparium</i> 'Blue Heaven'	Blue Heaven Little Bluestem	4' x 4'
<i>Schizachyrium scoparium</i> 'Smoke Signal'	Smoke Signal Little Bluestem	3' x 2'

PERENNIALS

Botanical Name	Common Name	Mature Size	Sugg. by City
<i>Allium</i> x 'Summer Beauty'	Summer Beauty Allium	20' x 18"	
<i>Alyssum wulfenianum</i> 'Golden Spring'	Alpine Alyssum	6" x 18"	
<i>Aquilegia caerulea</i> 'Rocky Mountain Power'	Rocky Mountain Blue Columbine	18" x 15"	
<i>Aquilegia chrysantha</i> 'Denver Gold'	Yellow Columbine	30" x 18"	
<i>Arabis alpinus</i> 'Compinkie'	Rockcross	6" x 12"	
<i>Arabis alpinus</i> 'Snowcap'	Rockcross	6" x 12"	
<i>Artemisia</i> x 'Powis Castle'	Powis Castle Artemisia	36" x 30"	
<i>Artemisia schmitiana</i> 'Silvermound'	Silvermound	24" x 24"	Yes
<i>Aster alpinus</i> 'Alpine'	Alpine Aster	12" x 16"	
<i>Aster novae-angliae</i> 'Purple Dome'	Purple Dome New England Aster	24" x 36"	
<i>Aster novae-angliae</i> 'Vibrant Dome'	Vibrant Dome New England Aster	24" x 36"	
<i>Aster novae-angliae</i> 'Wood's Pink'	Wood's Pink New England Aster	12" x 24"	
<i>Aubrieta</i> 'Red Cascade'	Rockcross	6" x 14"	
<i>Crocsmia</i> 'Lucifer'	Crocsmia	36" x 36"	
<i>Echinacea purpurea</i> 'Cheyenne Spirit'	Cheyenne Spirit Coneflower	30" x 24"	
<i>Echinacea purpurea</i> 'Butterfly Julia'	Butterfly Julia Coneflower	18" x 18"	
<i>Echinacea</i> <i>sombbrero</i>	Coneflower	20" x 24"	
<i>Epilobium septentrionale</i> 'Wayne's Silver'	Wayne's Silver <i>Zaushneria</i>	12" x 24"	
<i>Gaura lindheimeri</i>	Whirling Butterflies	Varies	
<i>Geranium</i> 'Johnson's Blue'	Cranesbill	18" x 36"	
<i>Geranium macrorrhizum</i> 'Bevans'	Cranesbill	12" x 24"	
<i>Hemerocallis</i> x 'Always Afternoon'	Always Afternoon Daylily	22" x 24"	
<i>Hemerocallis</i> x 'Apricot Sparkles'	Apricot Sparkles Daylily	15" x 24"	

PERENNIALS

Botanical Name	Common Name	Mature Size	Sugg. by City
Hemerocallis x 'Cosmopolitan'	Cosmopolitan Daylily	20" x 27"	
Hemerocallis x 'Happy Returns'	Happy Returns Daylily	24" x 36"	
Hemerocallis x 'Little Grapette'	Grapette Daylily	12" x 18"	
Hemerocallis x 'Wineberry Candy'	Wineberry Candy	22" x 24"	
Iberis sp.	Candytuft	Varies	
Kniphofia sp	Red Hot Poker	Varies	
Lavandula angustifolia sp	English Lavender	Varies	
Mirabilis multiflora	Desert Four O'Clock	18" x 6'	
Penstemon barbatus sp	Beardtongue	Varies	
Penstemon cyananthus	Wasatch Penstemon	36" x 24"	
Penstemon eatonii	Firecracker Beardtongue	36" x 12"	
Penstemon palmeri	Palmer's Beardtongue	60" x 24"	
Penstemon pinifolius sp.	Pineleaf Penstemon	12" x 12"	
Perovskia atriplicifolia sp.	Russian Sage	Varies	
Rudbeckia fulgida sp.	Black Eyed Susan	Varies	
Sedum spectabile 'Autumn Fire'	Showy Stonecrop	24" x 24"	
Sedum spectabile 'Autumn Joy'	Stonecrop	36" x 24"	

GROUNDCOVERS

Botanical Name	Common Name	Suggested by City
Lysimachia nummularia	Creeping Jenny	
Mahonia repens	Creeping Oregon Grape	
Sedum acre	Goldmoss Stonecrop	Yes
Sedum ochroleucum 'Red Wiggle'	Stonecrop	Yes
Thymus lanuginosus	Woolly Thyme	
Thymus serpyllum sp.	Thyme	
Veronica sp.	Speedwell	

MASTER STREET TREE PLAN

The Master Street Tree Plan shows the plant schedule for all street trees in One11. Areas outlined in a red dash are the developer's responsibility. All other street trees are the responsibility of the builder. Park strips must be irrigated and landscaped in full prior to Certificate of Occupancy being issued

Subsequent Street Tree Plans that are not included in this section of the Design Guidelines Handbook will be available through the OARC and HOA as they are finalized by the developer.

EXTERIOR BUILDING LIGHTING

Exterior building lighting shall be designed to avoid spilling onto adjacent residences and into the sky. Specifically, lighting shall illuminate downward with a concealed light source. This will minimize glare, as well as lateral and upward light leakage. Exterior lighting may include wall sconces, recessed lighting, soffit lighting, and directional lighting (see EXHIBIT 15 below).

- » Each home is required to have exterior recessed lighting centered directly above each pillar or column (see EXHIBIT 15 below). If there are no columns, there must be at least two recessed lights installed in the roofline soffit(s).
- » Each home shall have coach lights on both sides of each garage door or recessed can lights installed above the garage door.
- » All exterior coach lights and lights centered above columns are required to be installed with either a photo cell or programmed digitally to automatically turn on 1/2 hour after sundown and turn off 1/2 hour before sunrise.

EXHIBIT 16



ACCESSORY STRUCTURES

All accessory structures, such as garden/utility storage sheds, green homes, and detached garages (as permitted by zoning), which are visible from a street or common area, shall match the architectural details, color, and materials of the home. Carports are not allowed. For additional details, refer to the One11 CC&Rs.

EXTERIOR EQUIPMENT AND FEATURES

Mechanical, Electrical, and Communications Equipment

All mechanical and electrical equipment, including, but not limited to, water softener tanks, cable television boxes, security apparatus, transformers, telephone boxes, and electric and gas meters, are encouraged to be integrated into the home's design, screened with a four-foot privacy fence from public view, or when appropriate, enclosed in a suitable accessory structure. Air-conditioning and evaporative cooling units may not be located on roofs, in windows, or mounted on sides of buildings. All air-conditioning units shall be located at ground level, adjacent to the home(s) they serve, and screened from public view.

Antennas and Satellite Systems

Television antennae and satellite dishes, 2 feet in diameter or smaller, shall be installed at the lowest possible level, no closer than 15 feet from the front of any street-facing elevation. Satellite dishes and antennae are not to be located above the roof line, shall not be located in front or visible side yards, and must be screened if the system cannot be installed out of sight. Screening solutions are subject to OARC review and approval. All wiring shall either be out of sight or painted to match the adjacent surface. All radio antennae and satellite dishes greater than 2 feet in diameter are not permitted, unless approved by the OARC. For additional information, refer to the One11 CC&Rs.

Solar Panels and Equipment

Maintaining a beautiful community at One11 is very important. Therefore, when solar panels are used, they shall be integrated into roof designs, and related plumbing and mechanical equipment shall be enclosed and/or screened from view. All solar energy systems must be approved by the OARC

prior to installation and shall meet the following criteria

- » Panels shall lie flat against the roof.
- » Panels shall not differ in pitch from the roof surface on which they are installed.
- » Panels shall not differ in color from the roof surface on which they are installed.
- » Panels are not permitted on the front roof pitch of the home or on any roof area facing any street or open space, including garage roofs that are set forward from the main home.
- » Metal brackets and/or conduits shall not be visible anywhere on the home after installation. All wiring must be run through the attic and walls.

For additional information, refer to the One11 CC&Rs

Gutters and Downspouts

Gutters and downspouts shall be integrated into the design of buildings and appear as a continuous architectural element. Drainage solutions shall be unobtrusive to the overall home design. Downspouts shall be located on vertical members in inconspicuous locations.

D. PRODUCT DESIGN CRITERIA

APPLICABILITY

The blending of established architectural styles within a development parcel is encouraged and will contribute to the visual harmony of the Community. Although the characteristics of the architectural styles generally remain constant, there are important design elements that must be considered on a product-by-product basis.

In addition to the aforementioned *General Design Criteria*, the following additional guidelines address architectural character, details, and materials applicable to each of the *Recommended Architectural Styles* established for One11.

RECOMMENDED ARCHITECTURAL STYLES

Developments along the Wasatch Front have long produced a variety of architectural styles. When these styles are combined with structured guidelines, unique neighborhoods with a strong sense of unity are created. One11 encourages architectural diversity among the approved architectural styles, while maintaining a strong sense of continuity among the styles by requiring multiple styling specifications across all approved architectural styles. Although many of these building designs reflect different styles, One11 encourages simple roof forms and materials, straightforward structural aesthetics, and a softened sense of scale. In order for One11 to emerge as a distinctive community, unique architectural styles have been established, each of which accentuate the architectural diversity intended for the community. These styles include Contemporary, Craftsman, Farmhouse, Utah Traditional, and European elevations.

Homebuilders at One11 are required to only build homes within the architectural styles identified in the *Home Design Guidelines Handbook*. Homebuilders are encouraged to offer at least 2 to 4 architectural styles within a specific neighborhood. A summary of the architectural character, as well as major required design elements for each style, are described in the following sections. Specific design guidelines for each of the *Recommended Architectural Styles* are included in the following pages.

Submittals to the OARC shall identify the proposed architectural style and include detailed building elevations. All building elevations shall represent a strong expression of the approved architectural style. While it is encouraged for all buildings to have a strong expression of one of these styles, variations and alternatives shall be considered on a case-by-case basis, as long as the elevation is compatible with the overall community and architectural theme at One11. Mixing different elevation styles on a single building facade is discouraged.

Prairie Elevation

The Prairie elevation is a recent style created by incorporating contemporary elements into the style of a traditional home. This design emphasizes the simplicity and integrity that combines comfort, utility, and beauty, without imitating past styles. Prairie home plans have broad, gently sloping, shelter roofs with prominent, low chimneys. Balconies and terraces extend in several directions beyond the basic home, creating a protected outdoor space and a rhythm of vertical and horizontal planes. The following features identify a Prairie style home:

- » Low roof pitches (4/12-6/12)
- » Large modern-style windows (typically without grids)
- » Overhanging eaves ranging from 18 to 24 inches (must be fire-rated if less than 5 feet from property line)
- » Horizontal, clean lines in the detailing
- » Lap siding with masonry details
- » Brick or stone used for masonry elements
- » Open floor plans
- » Wide, rectangular columns or pillars
- » Prominent low chimneys

The following features are often incorporated into traditional Prairie style homes in order to add a contemporary feel:

- » Large, floor-to-ceiling windows
- » Modern, glass panel front door and garage with horizontal details
- » Wide front door (42 inches or larger)

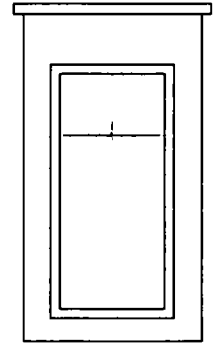
Prairie Examples



Craftsman Elevation

The Craftsman style originated in southern California and quickly became the dominant style for smaller homes built throughout the country in the early 1900s. Though bungalows are the most common form of the Craftsman elevation, *high-style* interpretations can be found in various locations and are sometimes called *stick houses*. The following features identify a Craftsman style home

- » Lap siding, board and batten, and shake and shingle exteriors with limited use of stucco
- » Low-pitched gable roofs (4/12 and 6/12 roof pitches are most common)
- » Exposed rafter tails under eaves
- » Decorative corbels and braces
- » Front porches with extensions to the side and rear of the home
- » Porch supports (columns/pillars) that are typically rectangular or tapered (not round) with masonry bases
- » Large columns or pillars larger than 14 inches square
- » Large roof overhangs (typically 18 to 24 inches)
- » Window grids
- » Heavy, thick fascia
- » Single-hung and double casement windows
- » Exposed, decorative beams
- » Garage windows



Window and Door
Casing and Trim

Craftsman Examples



Farmhouse Elevation

The design of the American Farmhouse was initially influenced strictly by function and geography. The farmhouse was always unpretentious, straightforward, and functional. It was shaped by the needs of the farmers, the local climate, and the materials available. The original farmhouse represented simple shelter structures, yet provided a place of pride to comfortably entertain important family. Today, there is a growing interest in a simple, back-to-basics lifestyle. The American Farmhouse symbolizes that ideal, and gives today's homeowners a tangible and sentimental connection to the nation's history. The following features identify a Farmhouse style home.

- » Simple, single- or double-column porch supports
- » Simple, rectangular floor plan
- » Dormers
- » Large, and often wrap-around, porches
- » Window grids
- » Large flat surfaces of board and batten on front elevation (typically 1.5 to 2 stories tall)
- » Low roof pitches above porches (typically 3/12 to 5/12)
- » Steeper roof pitches on all main roofs, often as steep as 10/12 to 12/12
- » Gable-style roofs (not hipped)
- » Dormers (gabled and shed dormers are appropriate)
- » Taller, more narrow windows
- » White or light-colored exterior colors
- » Dark or colored windows are common

Farmhouse Examples



Utah Traditional Elevation

Utah Traditional architecture is very similar to domestic architecture elsewhere in the United States. This style is based on existing cultural traditions and/or current trends in architecture, rather than being original. It does, however, represent the early pioneer heritage and the eventual merging of Utah with mainstream American society. The result provides a certain sameness from community to community. The following features identify a Utah Traditional home:

- » Roof pitches of 6/12 and steeper
- » Hipped and gabled roofs
- » Shutters
- » Masonry (brick or stone)
- » Body materials of siding or stucco
- » Gable returns
- » Arched windows, front doors, and garages
- » Use of copper or other metal on small roof elements
- » Bay or boxed windows
- » Wide front door (42 inches wide or larger)

Utah Traditional Examples



European Elevation

The European style combines an old world and romantic charm with modern elements. This style of home showcases many European influences such as Tudor-style design cues, Mediterranean floor plans, and Spanish home designs. The European style can easily range in size to fit each individual family's needs. These homes are characterized by medium to steep roof pitches, detailed entrances, hip roof forms, arched openings and shutters. Unique elements such as multi-paneled windows of varying sizes, spacious living areas, and high ceilings create the unique blend of comfort and refinement. The following features identify a European style home:

- » Moderate to high roof pitches
- » Hip roof forms
- » Arched or square openings
- » Decorative front porches
- » Shutters

European Examples

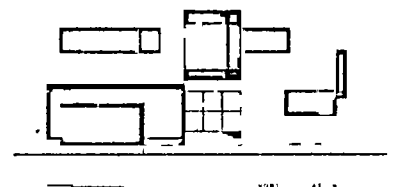
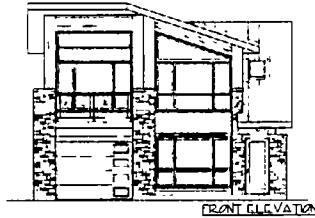
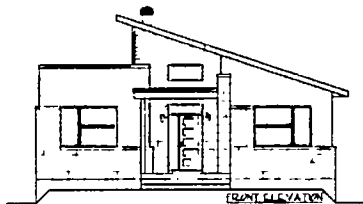


Contemporary Elevation

While the contemporary style is relatively new, it still has a history. Contemporary architecture emerged between the 1920s and the 1950s in Europe, before making its way to America. Bauhaus, a German school of art and architecture, led the architectural movement that is now defined as contemporary or modern. The focus of the Bauhaus movement is characterized by economic sensibility and simplicity. The less is more principle is key to contemporary architectural design. The following features are common in a contemporary home:

- » Expansive roofs with pitches that are often flat with no pitch or dramatically angled
- » Minimalist design with straight, clean, lines and sharp edges
- » Low, horizontal massing with flat or hip roofs and long-span steel trusses
- » Generous use of glass and natural light
- » Masonry (brick or stone) combined with concrete tiles or siding, stained wood cladding, and steel
- » Emphasis of rectangular forms and horizontal and vertical lines
- » Emphasis on open, flowing interior spaces
- » Wide front door

Contemporary Examples



E. ASSOCIATIONS

MASTER OWNERS ASSOCIATION

In accordance with section 19.26 03,2,d of the Planned Community Zone ordinance, a Master Home Owners Association (HOA) will be established to review, approve, and enforce architectural requirements and restrictions, and to address common area maintenance obligations for the entire One11 Community. Where required, typically in multi-family areas in later phases, sub-HOAs will be established to address area-specific costs.

ONE11 ARCHITECTURAL REVIEW COMMITTEE (OARC)

In order to create, maintain, and improve the Project as a pleasant, desirable and sustainable community, and to establish and implement a consistent and harmonious design concept, and to protect and promote the present and future values of One11 Development, all exterior, architectural building elevations and building materials, colors and usage design, site plan and landscape treatments, wall and fencing, and signage within One11, shall be subject to a Design Review Process and approval by the established One11 Development Review Committee (OARC)

The OARC shall review and approve all residential site plans and building permits prior to beginning the City of West Jordan submittal and review processes. The OARC shall consist of representatives from the following: the Master Developer and a selected team of design professionals, planners, engineers, architects, contractors, etc. The Master Developer shall retain the right to retain or replace members of the OARC at its discretion.

Submittal Process

- » **STEP 1** Sign *Acknowledgment of Receipt* and email to OARC@LiveAtOne11.com.
- » **STEP 2** Complete *Initial Base Plan Submittal Checklist* and email, along with all required documents, to OARC@LiveAtOne11.com. Be sure that all home designs comply with the rules established in this document, the Design Guidelines Handbook
- » **STEP 3** Fill out the *Home Design Guidelines Checklist* and email, along with floor plans and elevations, to OARC@LiveAtOne11.com.

Submittal Fees and Timeline

A submittal fee of \$250 per home design will be assessed for Initial Plan Submittals and Home Design Submittals. All submissions that are not complete will be returned to the builder unreviewed. All plans submitted by Friday at 3:00 p.m. will be reviewed and returned by Friday at 3:00 pm of the following week. In addition, a submittal fee of \$150 will be assessed per specific home plan at the time of submission.

Non-compliance

If any improvements are completed outside the parameters set forth in the Design Guidelines Handbook, a \$1,000 fee will be assessed to the builder for each violation related to new home construction, and to the homeowner for each violation unrelated to new home construction. If there is a violation the homeowner will not allow their builder to resolve, the fine will be assessed to the homeowner. In addition to such fine(s), all violations must be corrected in accordance with the plans approved in writing by the OARC.

Exhibit D

City's Vested Laws as of the Effective Date

[on file with City Recorder]

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

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

For Recording Purposes Do
Not Write Above This Line

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

ORDINANCE NO. 24-24

**AN ORDINANCE FOR APPROXIMATELY 53.2 ACRES OF PROPERTIES LOCATED AT
APPROXIMATELY 7141 SOUTH U-111 HIGHWAY,
IDENTIFIED AS THE ONELEVEN PROJECT; AND**

**AMENDING THE GENERAL PLAN LAND USE MAP
FOR THE ONELEVEN PROJECT; AND**

AMENDING THE ZONING MAP FOR THE ONELEVEN PROJECT

WHEREAS, the City of West Jordan (“City”) adopted the Comprehensive General Plan (“**General Plan**”) in 2023, as amended, which provides for a general plan land use map (“**General Plan Land Use Map**”), which is periodically updated; and the City adopted the West Jordan City Code (“**City Code**”) in 2009, as amended, which provides for a zoning map for the City (“**Zoning Map**”), which is periodically updated; and

WHEREAS, an application was made One Eleven Development, LLC a Utah Limited Liability Company (“**Applicant**”) and Bland Recycling, LLC, a Utah Limited Liability Company (“**Owner**”) for approximately 53.2 acres of real property located at approximately 7141 South U-111 Highway (“**Application**”, “**Property**”, or “**Oneleven Project**”) for, in part, a *General Plan Future Land Use Map amendment from the Research Park designation (“Prior Designation”) to the Medium Density (5.1 to 10.0 dwelling units per acre) designation, according to the 2023 General Plan* (“**General Plan Land Use Map Amendment**”); this 5.1 to 10.0 dwelling units per acre designation was identified as “High Density” in the General Plan prior to the 2023 General Plan, but is now identified as a “Medium Density” designation in the current 2023 General Plan; and

WHEREAS, the Application also included a request for a Zoning Map amendment or rezone for the Property *from the Business Research Park (BR-P) (“Prior Designation”) to the Integrated Housing Development (IH-D), as codified in Title 13, Chapter 5, Article M of the City Code* (“**Rezone**” and collectively “**General Plan Land Use Map Amendment and Rezone**”); and

WHEREAS, on April 16, 2024, the Application was considered by the West Jordan Planning Commission (“**Planning Commission**”), which held a public hearing and made a *positive* recommendation to the West Jordan City Council (“**City Council**”) concerning the General Plan Land Use Map Amendment and Rezone, based upon the criteria in City Code Sections 13-7C-6 and 13-7D-6; and

WHEREAS, a public hearing was held before the City Council on May 22, 2024 concerning the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, the Applicant has agreed to and has executed a master development agreement that will govern the development of the Property (“**Master Development Agreement for the Oneleven Project**” or “**MDA**”), should the City Council, in its sole legislative discretion, choose to adopt the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, the City Council has reviewed, considered, and approved the MDA, subject to the conditions precedent set forth therein, including but not limited to the approval of the General Plan Land Use Map Amendment and Rezone; and

WHEREAS, in its sole legislative discretion, the City Council now finds it to be in the best interest of the public health, safety, and welfare of the residents of the City to approve the General Plan Land Use Map Amendment and Rezone.

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

Section 1. General Plan Land Use Map Amendment and Rezone; Reversion. For the Property, the General Plan Land Use Map is amended from the Light Industrial and Future Park designations to the Southwest Quadrant designation and the Zoning Map is amended by changing the zoning designation from the A-20 Zone (Agriculture, 20-acre minimum lots Zone) and M-1 Zone (Light Manufacturing Zone) to the SWQ-MU Zone District (Southwest Quadrant Mixed Use), as per the legal description in “Attachment 1”, which is attached hereto, with these map designations to automatically revert back to the Prior Designations if the conditions precedent in the MDA have not all completely occurred by two years after the Effective Date of this Ordinance (see Section 3 herein).

Section 2. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS 31ST DAY OF JULY 2024.


CITY OF WEST JORDAN

Chad R Lamb

By: Chad R Lamb (Aug 3, 2024 14:58 MDT)

Chad Lamb
Council Vice Chair

ATTEST:

Cindy M. Quick 

Cindy M. Quick, MMC
Council Office Clerk


Voting by the City Council

Council Chair Zach Jacob
 Council Vice-Chair Chad Lamb
 Council Member Bob Bedore
 Council Member Pamela Bloom
 Council Member Kelvin Green
 Council Member Kent Shelton
 Council Member Kayleen Whitelock

"YES"	"NO"
~ absent ~	
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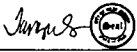
PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON AUGUST 1, 2024.

Mayor's Action: X Approve _____ Veto

By: 
Mayor Dirk Burton

Aug 5, 2024
Date

ATTEST:

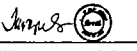

Tangee Sloan, CMC
City Recorder

STATEMENT OF APPROVAL OF PASSAGE (check one)

 X The Mayor approved and signed Ordinance No. 24-24.

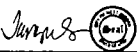
_____ The Mayor vetoed Ordinance No. 24-24 on _____ and the
City Council timely overrode the veto of the Mayor by a vote of _____ to _____.

_____ Ordinance No. 24-24 became effective by operation of law without the
Mayor's approval or disapproval.


Tangee Sloan, CMC
City Recorder

CERTIFICATE OF PUBLICATION

I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the 5th day of August , 2024. The fully executed copy of the ordinance is retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.


Tangee Sloan, CMC
City Recorder

**Attachment 1 to
ORDINANCE NO. 24-24**

**AN ORDINANCE FOR APPROXIMATELY 53.2 ACRES OF PROPERTIES LOCATED AT
APPROXIMATELY 7141 SOUTH U-111 HIGHWAY,
IDENTIFIED AS THE ONELEVEN PROJECT; AND**

**AMENDING THE GENERAL PLAN LAND USE MAP
FOR THE ONELEVEN PROJECT; AND**

AMENDING THE ZONING MAP FOR THE ONELEVEN PROJECT

LEGAL DESCRIPTION:

Parcel 1:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27. TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN: THENCE SOUTH 0°07'15" EAST ALONG THE QUARTER SECTION LINE 2,637.98 FEET, MORE OR LESS TO THE CENTER OF THE SAID SECTION; THENCE NORTH 89°57'25" EAST 219.78 FEET; MORE OR LESS, THENCE NORTH 33°01' EAST 633.58 FEET, MORE OR LESS; THENCE NORTH 19°43'20" EAST 1180.89 FEET, MORE OR LESS; THENCE NORTH 70°16'40" WEST 27.5 FEET: THENCE NORTH 19°43'20" EAST 750 FEET: THENCE NORTHERLY ALONG A CURVE TO THE LEFT 255.75 FEET TO THE NORTH SECTION LINE OF THE SAID SECTION: THENCE NORTH 89°59'58" WEST 1,259.03 FEET ALONG THE SAID SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDS OF STATE ROAD U-111.

Parcel 2:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD U-111, SAID POINT BEING SOUTH 00°06'24" EAST 942.56 FEET ALONG QUARTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 27. TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°06'24" EAST 1694.59 FEET TO THE CENTER OF SAID SECTION 27: THENCE SOUTH 00°06'24" EAST 149.47 FEET ALONG SAID QUARTER SECTION LINE TO THE NORTH LINE OF THE KENNECOTT COPPER RAILROAD RIGHT OF WAY AND A POINT ON THE ARC OF A 2242.01 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT: THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 366.08 FEET (CHORD BEARS SOUTH 53°46'03" WEST 365.67 FEET) TO SAID EAST RIGHT OF WAY LINE, THENCE NORTH 08°03'15" EAST 2080.72 FEET TO THE POINT OF BEGINNING.