



**Planning and Development Services**  
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050  
Phone: (385) 468-6700 • Fax: (385) 468-6674  
[www.msd.utah.gov](http://www.msd.utah.gov)

File # REZ2021-000256

## Rezone Summary and Recommendation

**Public Body: Magna Council**

**Meeting Date: April 27, 2020**

**Parcel ID: 14-32-451-004-0000**

**Current Zone: A-20**

**Proposed Zone: P-C Zone**

**Property Address: 8230 West 4100 South**

**Request: Rezone**

**Applicant Name: Ivory Homes**

**MSD Planner: Travis Hair**

**MSD Planning Staff Recommendation: Approve rezone request**

**Magna Planning Commission: Recommended with conditions**

### PROJECT DESCRIPTION

The applicant, Ivory Homes, is requesting to rezone one parcel located at 8230 West 4100 South, from A-20 (Agricultural), to P-C (Planned Community). The applicant proposes to develop between 408 to 816 residential units, with a range of 217,000 to 1,350,000 square feet of commercial/industrial use as a mixed-use development. The subject property is approximately 78.48 acres of vacant undeveloped land.

### SITE & VICINITY DESCRIPTION (see attachments)

The property is located on the north side of 4100 South and between 8000 West and 8400 West. The property to the west includes Little Valley Gateway which is zoned P-C, Planned Community and is beginning development. The property to the north is zoned M-1, Industrial and R-1-5, Residential. Property to the northeast is owned by United Fire Authority, UFA and is zoned A-20, but is used as a training site for the Fire Department. The properties to the east are zoned M-1, Industrial. The property to the south is in West Valley City and includes the Northrop Grumman manufacturing and storage site.

### GENERAL PLAN CONSIDERATIONS

The General Plan for Magna was recently adopted in March of 2021. The subject property is in the Southeast Neighborhoods Area. The General Plan notes that this area should have similar densities to the Little Valley

Gateway project directly across U-111 which is approximately 9 units per acre; However, higher densities may be appropriate within the community's primary commercial node at 8400 West and 3500 South as part of mixed use development. It also acknowledges that the existing A-20 zone is a holding zone until a plan for development is approved.

## ZONE CONSIDERATIONS

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### Chapters 19.48 and 19.69 (Height, Setbacks & Lot Dimensions)

Requirement	Existing Zone (A-20)	Proposed Zone (P-C)
Height	35 feet for lots under 15% grade. Other requirements for lots over 15%	Outlined in Development Agreement
Front Yard Setback	30 feet.	Outlined in Development Agreement
Side Yard Setback	8 feet. 20 feet if facing a public street.	Outlined in Development Agreement
Rear Yard Setback	With garage 15 feet, without garage 30 feet.	Outlined in Development Agreement
Lot Width	65 feet in 10,000 square feet in size; 100 feet if 1 acre in size; 200 feet If 4 acres	Outlined in Development Agreement
Lot Area	10,000 square feet	Outlined in Development Agreement
Lot Coverage	n/a	Outlined in Development Agreement

All zoning items in the P-C Zone are defined in a specific development agreement for a project rather than by specific zoning requirements. These items are further defined by product type in Exhibit 'B' to the Development Agreement. (Draft document attached)

As noted previously and in the general plan, the A-20 zone in this area was being used as a placeholder until the area had a plan proposed for site development.

## ISSUES OF CONCERN/PROPOSED MITIGATION

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Currently, there are no major issues of concern for this application. It should be noted that as the project progresses, changes may be required to the road layout and dimensions provided as Salt Lake County Engineering reviews the project. Additionally, this project is within the overpressure area and future submittals will need to be designed according to the requirements of the overpressure area zone.

## NEIGHBORHOOD RESPONSE

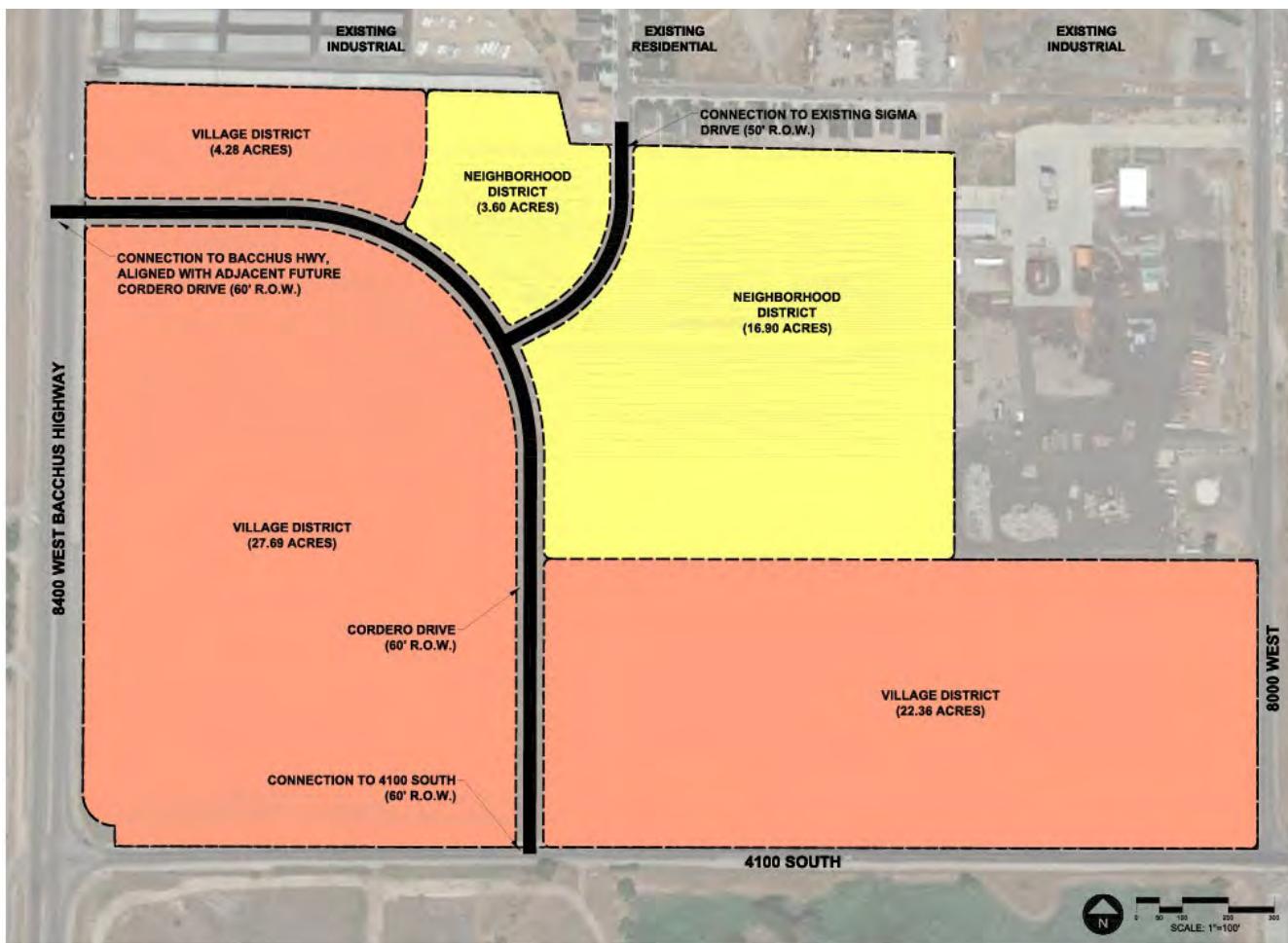
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Notice has been sent to all property owners within 300 feet of this project. No neighborhood response has been received as of the writing of this report.

## PLANNING STAFF ANALYSIS

Development within the P-C Zone requires different plans and documents for each step of the approval process. At the rezoning step in the process, the applicant is required to provide an outline of the area to be rezoned, a land use table outlining the proposed permitted and conditional uses, as well as the number of residential units and square feet of non-residential development.

The applicant has provided documents as noted above, as well as additional detail as a part of their application submittal. As previously indicated, a draft of the Development Agreement with several exhibits outlining the development standards is attached. The project will be required to have a Community Structure Plan, CSP approved and Project Plans/Subdivision Phases in the future which will require more in-depth review and approval. As a result, updates to the Development Agreement and project layout may be required.



The proposed Plan has a density range of 5.45 to 10.9 units per acre and a total unit count of 408 - 816 of residential units, with approximately 217,000 to 1,350,000 square feet of commercial and industrial uses. The large range in the overall project density and unit count is in part due to a variety product types that may be built on the site by ivory Homes. However, the acreage used for the commercial and industrial uses may increase with a potential employer (e.g. Fastenal Company or similar), and the overall residential density may

decrease. The commercial and industrial areas contemplated would be in the Village District areas as shown on the Plan above.

As a part of their Plan, the applicant has provided the following use table as a part of the request.

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

The permitted and conditional land use table above is compatible with the requirements of the P-C Zone as amended on February 23, 2021. The amendment, among other things, defined the uses allowed in P-C Zones between 75 and 200 acres in size. Drive-through food service was not specifically listed but would be considered a restaurant. In comparable zones, drive-throughs are a conditional use and staff wanted to keep that consistent due to the traffic and other impacts drive-throughs create. The applicant agreed with this and has added it to the table as shown.

The rezone request is generally compatible with the General Plan and the goals of the Magna Community for the area to be residential and commercial and be compatible with the Little Valley Gateway Development.

### PLANNING STAFF RECOMMENDATION

The MSD Planning Staff recommends that the Magna Council approved the proposed rezone of property from A-20, Agricultural Zone, to P-C, Planned Community, with the following condition:

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

The Magna Planning Commission recommended the item be approved with the conditions as outlined in the above staff recommendation.

## MAHOGANY RIDGE DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between the Magna Metro Township (“**Magna**”) and the Developer, Ivory Development, LLC (“**Developer**”), a Utah limited liability company.

### RECITALS

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

## AGREEMENT

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

**1. Incorporation.**

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

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

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

**2. Developer Obligations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2.3.3 Project Amenities and Landscaping.**

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

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

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

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

**a. Construction Particulars:**

**i.** Dwellings will be designed to have a variety of exterior elevations with strict avoidance of tract housing, file plans, repetitive use of architectural themes and colors. It will be required for the massing of homes to be scaled in such a way that it relates to the residents living within the Village and Neighborhood Districts and is in harmony with the surrounding area. A variety of building forms, wall planes, and roof lines will ensure that building massing does not become overpowering.

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

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

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

**2.3.5 Variation.** The Parties acknowledge that the final layout of the Community may vary from that shown on the PC-Plan due to unforeseeable market forces and other factors. However, pursuant to Section 2.2 hereof, any such variation, shall require an amendment under Section 6.6. In no event may such variation increase the number or density of the dwelling units.

**2.4 Assurance for Completion of Improvements.** If and to the extent required by the Vested Laws, Developer agrees to provide a performance guarantee for all infrastructure

improvements that will be dedicated to Magna, required landscaping, and project amenities unless otherwise provided by Chapter 10-9a of the Utah Code. The performance guarantee must comply with Magna Code Section 19.02.110. Partial releases of any such required security will be made as work progresses based on the Vested Laws.

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

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

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

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

## **2.6 District Development Standards.**

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

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

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

- a.** For all residential areas of Village Districts with a residential density between 6 and 12 units per gross acre, the development standards are defined in Exhibit B.
- b.** For all mixed-use areas of Village Districts, the development standards are defined in Exhibit B.

- c. For all commercial areas of Village Districts, the development standards are defined in Exhibit B.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. General Provisions.**

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

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

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

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

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

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

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

- (i) This Agreement, and the ordinance adopting this Agreement, as defined herein;
- (ii) The rules, regulations, official policies, standards and specifications applicable to the development of the Property, including the applicable City ordinances, resolutions, state law, and federal law, shall be those in effect as of the Effective Date.

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

**6.9 Communication between the Parties.** Notice, consent, approval, and other communication between the Parties, provided for herein or given in connection herewith, shall be validly served if made in writing and delivered (a) in person or by either (b) nationally recognized overnight courier, or (c) by registered or certified U.S. mail, return receipt requested, addressed as follows:

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

With copies to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# MAGNA

## A Utah political subdivision

## MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

## MAGNA CLERK/RECORDER

## MAGNA ATTORNEY

**STATE OF UTAH** )  
 )  
**COUNTY OF SALT LAKE** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, appeared before me \_\_\_\_\_, personally known to me or identified on the basis of satisfactory evidence to be the Mayor of Magna, who acknowledged to me that he executed the foregoing instrument on behalf of Magna.

**WITNESS MY HAND AND OFFICIAL SEAL:**

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## Notary Public

## IVORY DEVELOPMENT, LLC

Bryon Prince, Vice President

**STATE OF UTAH** )  
 )  
**COUNTY OF SALT LAKE** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, appeared before me \_\_\_\_\_, personally known to me or identified on the basis of satisfactory evidence to be the Vice President of Ivory Development LLC, who acknowledged to me that he executed the foregoing instrument on behalf of Ivory Development LLC.

**WITNESS MY HAND AND OFFICIAL SEAL:**

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## Notary Public

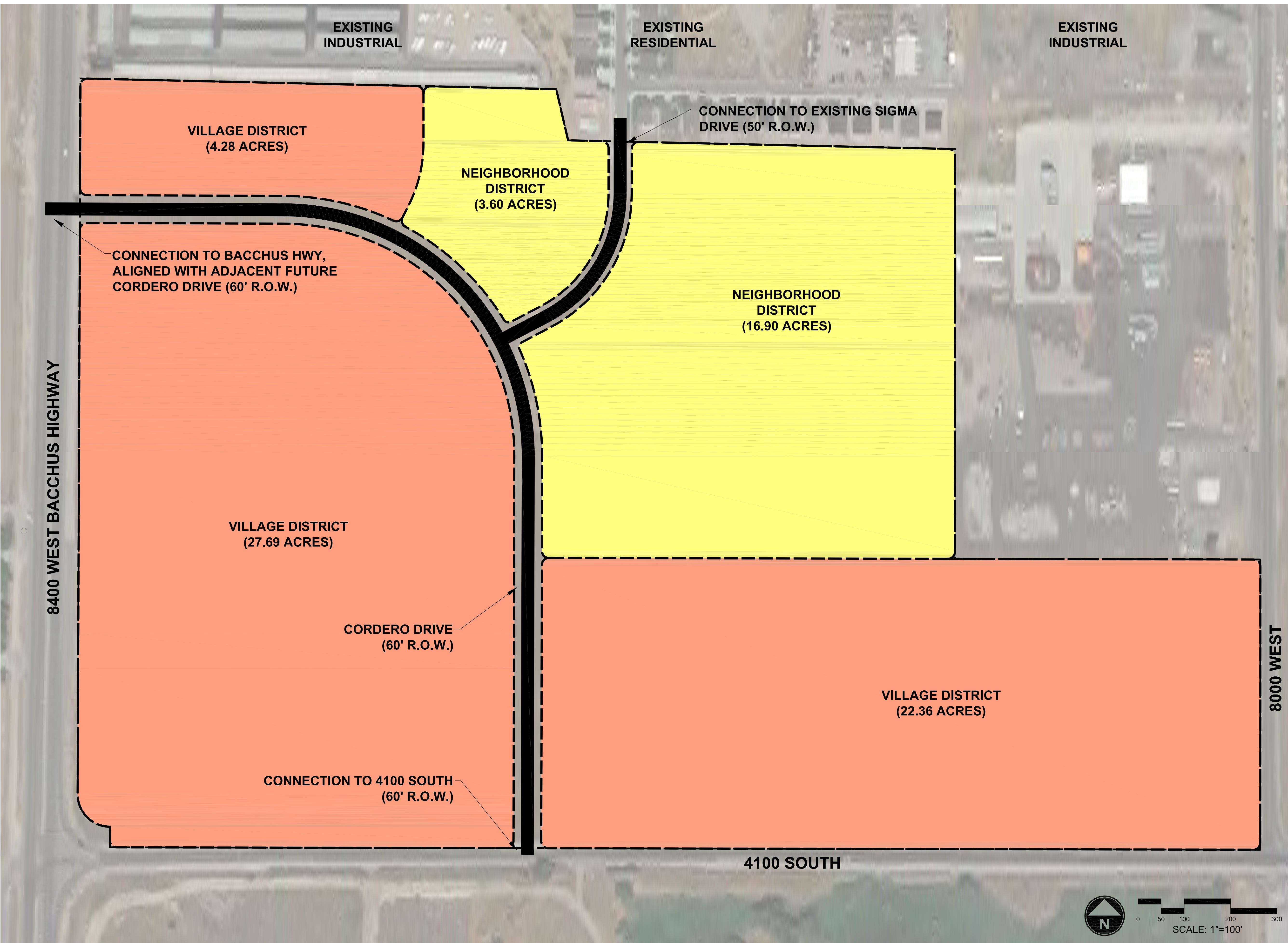
4825-8709-0912, v. 2

## EXHIBIT A

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

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

CONTAINS 78.49 ACRES IN AREA



#### DEVELOPMENT TABLE:

TOTAL LAND AREA = 78.49 ACRES

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

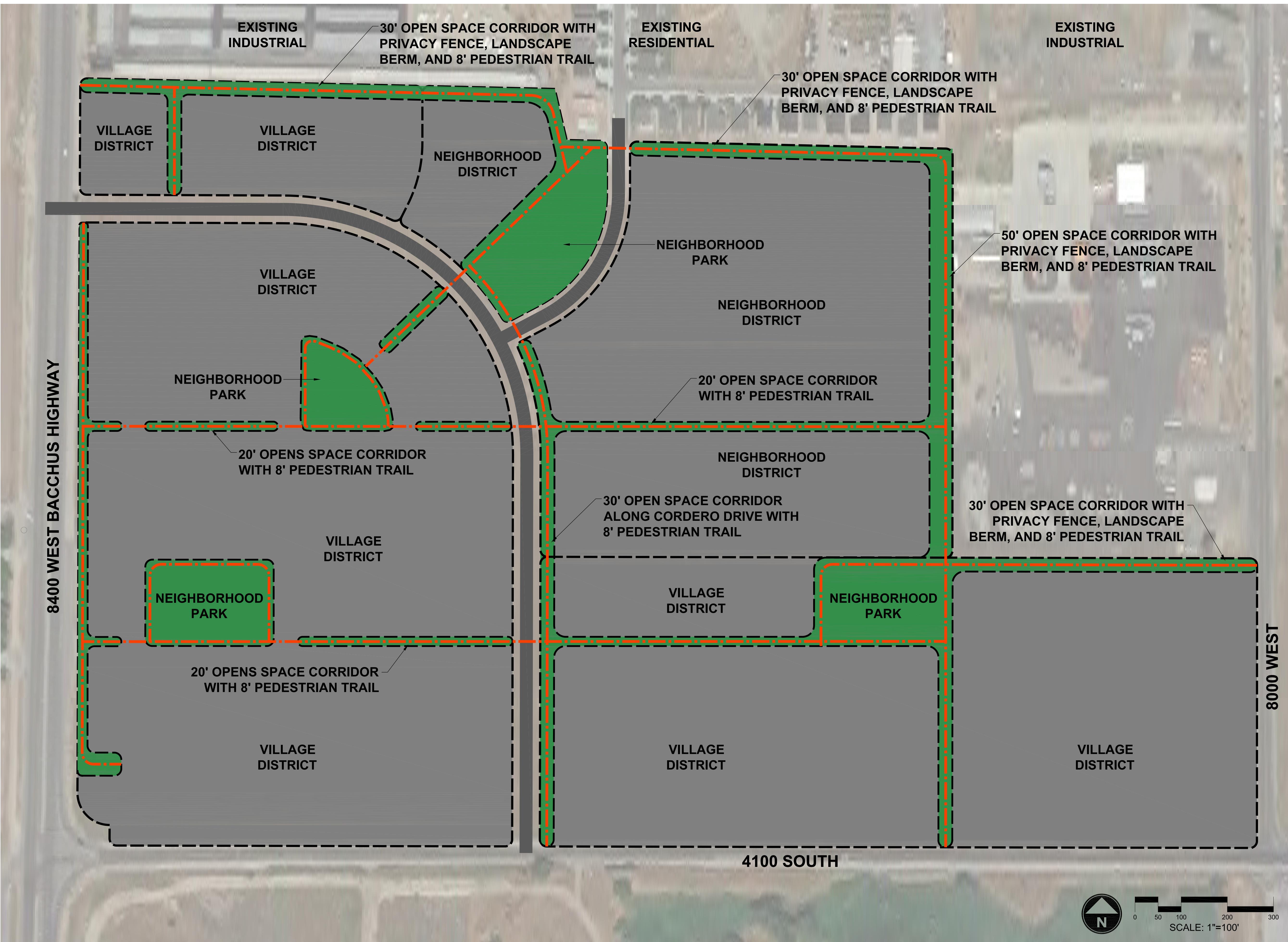
**NEIGHBORHOOD DISTRICT = 20.50 ACRES**  
LOW DENSITY MIXED USE DEVELOPMENT THAT EMPHASIZES RESIDENTIAL (SINGLE AND MULTI-FAMILY) USES, BUT MAY ALSO INCLUDE OFFICE, COMMERCIAL, PUBLIC/SEMI-PUBLIC, AND RECREATION/OPEN SPACE USES. NEIGHBORHOOD DISTRICT RESIDENTIAL DISTRICTS ARE ANTICIPATED TO RANGE BETWEEN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

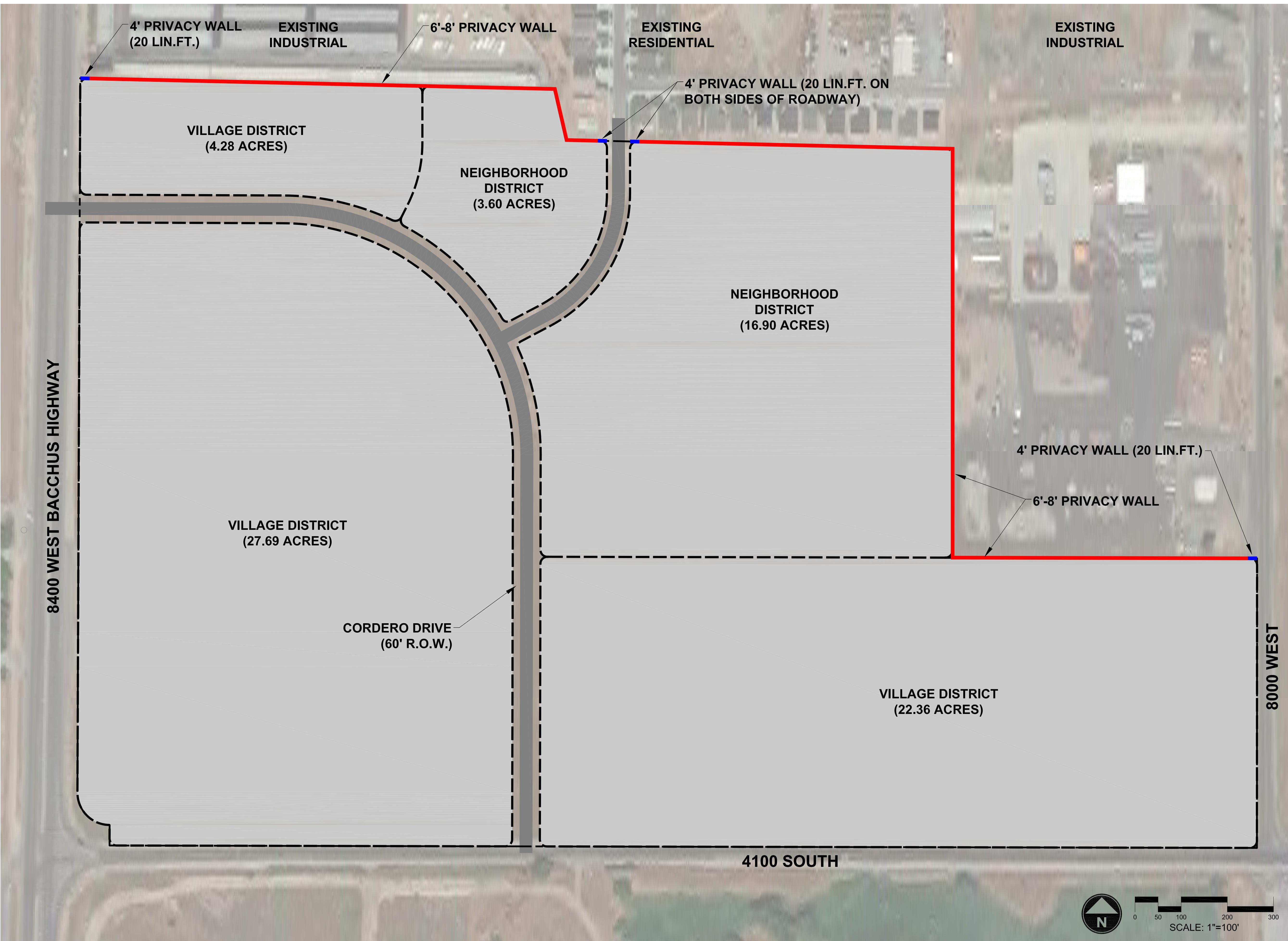
**TOTAL DENSITY: 408 - 816 UNITS**

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

**PUBLIC RIGHT-OF-WAY AREA = 3.66 ACRES**

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





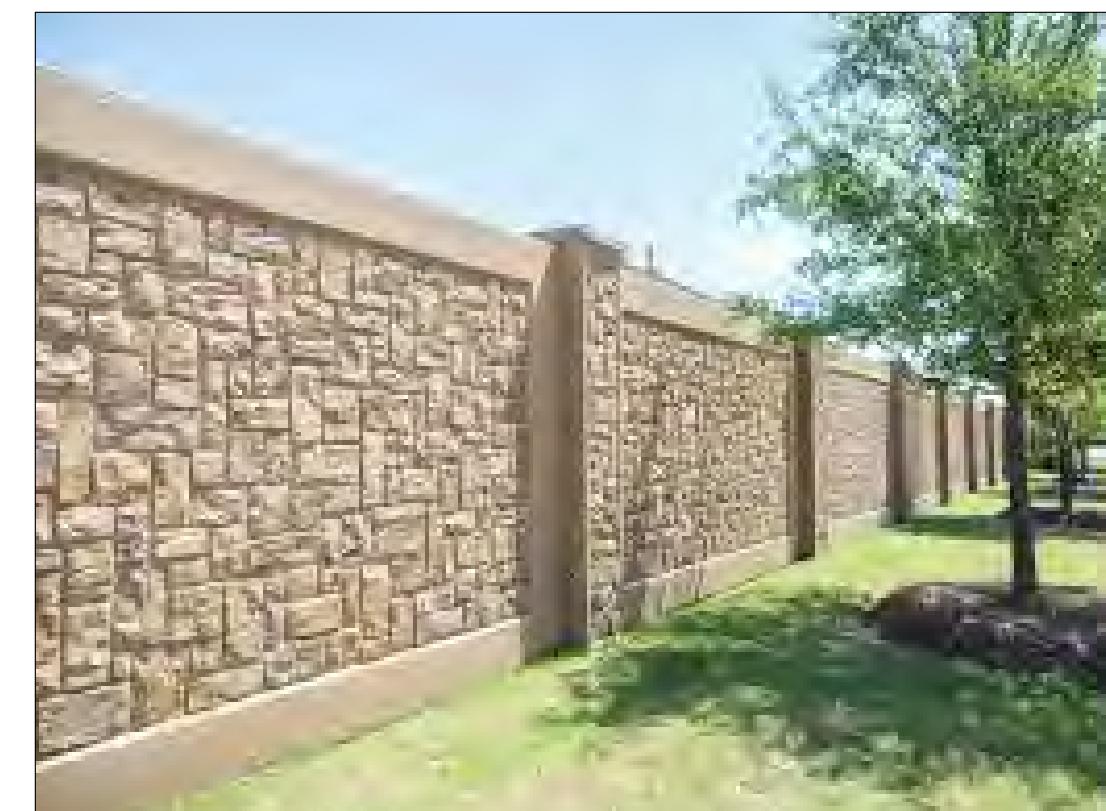
**WALL PLAN LEGEND:**

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

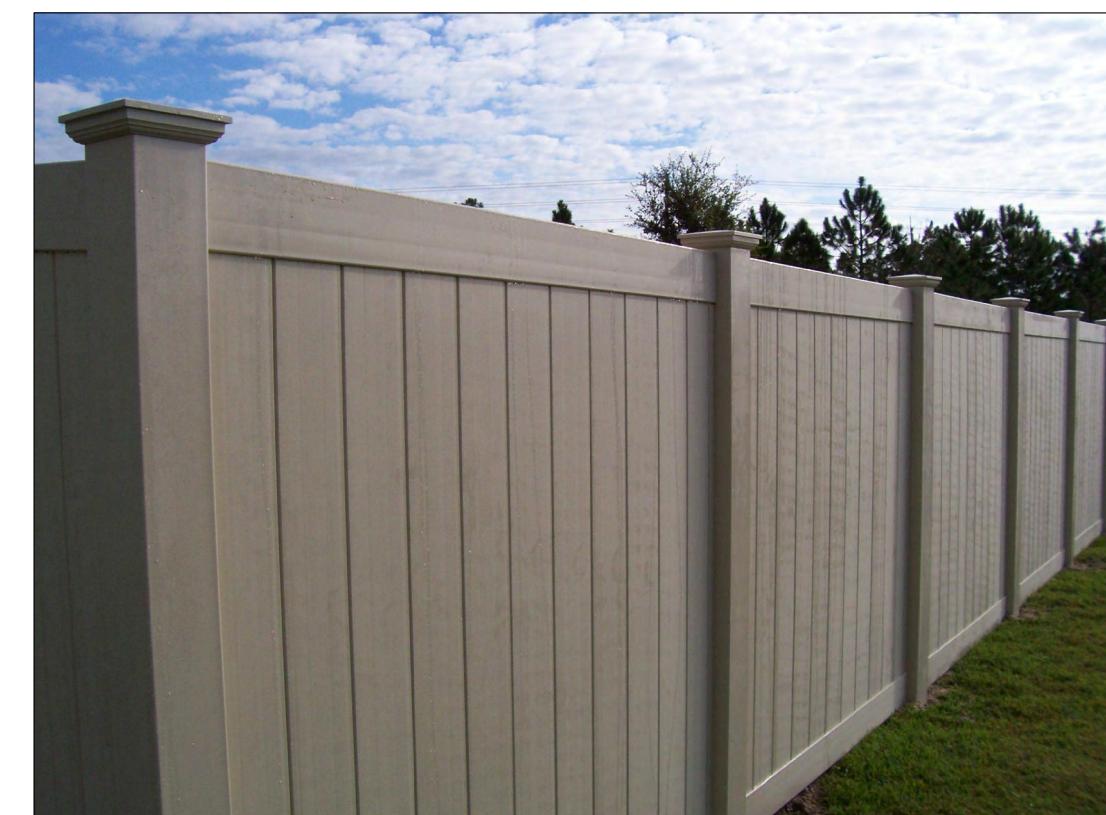
**3'-4' PRIVACY WALL**  
THESE WALLS SHALL MATCH THE 6'-8' PRIVACY WALL MATERIAL, COLOR, AND DESIGN AND SHALL BE INSTALLED AT ROADWAY ENTRANCES TO THE COMMUNITY OR WHERE THE PRIVACY WALLS TERMINATE AT PROPERTY CORNERS.



SPLIT FACE BLOCK WALL



PRECAST CONCRETE WALL



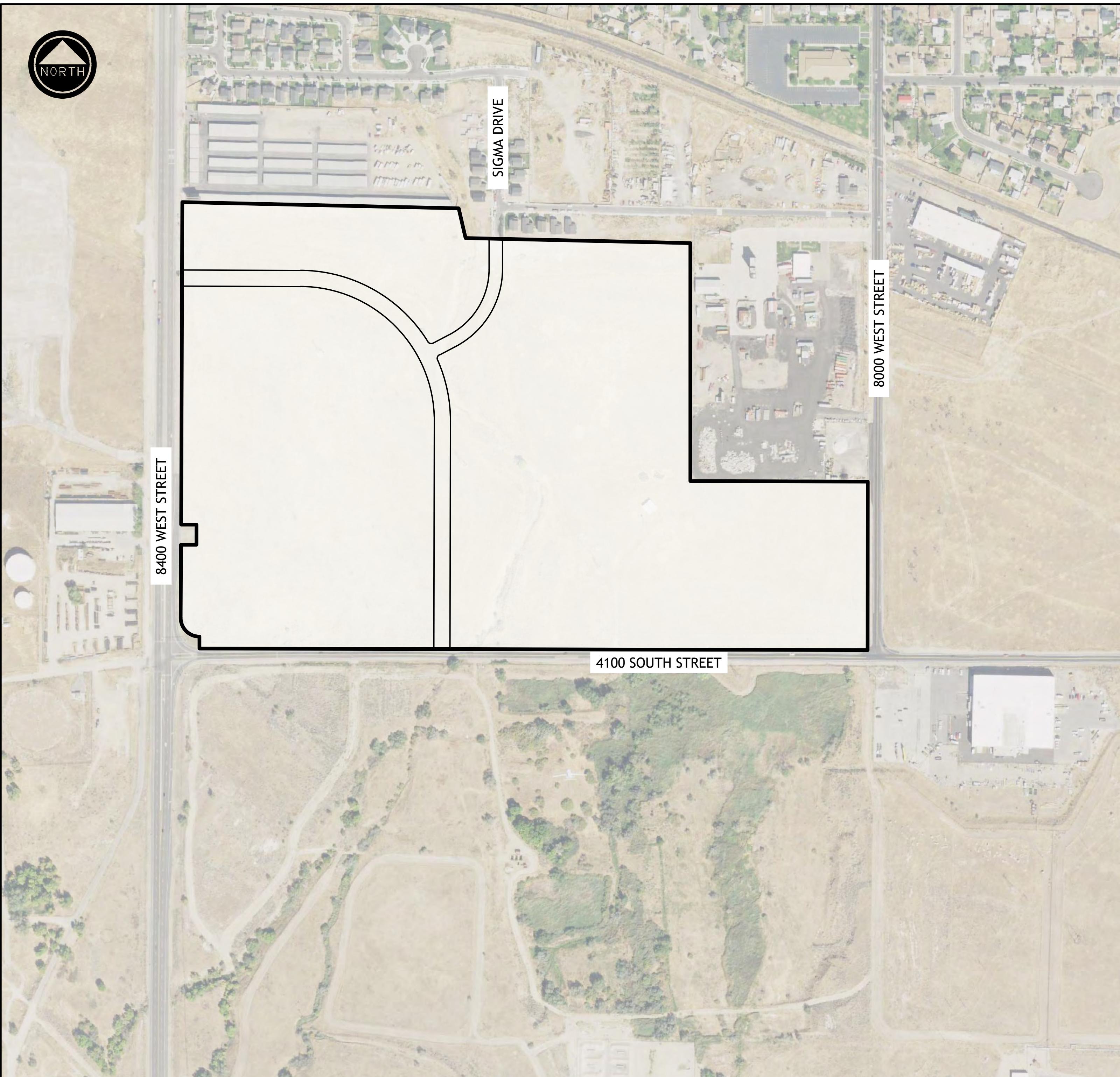
VINYL FENCE

# MAHOGANY RIDGE

MAGNA METRO TOWNSHIP  
8230 WEST 4100 SOUTH



2815 East 3300 South, Salt Lake City, UT 84109  
(801) 305-4670 www.edmpartners.com



**VICINITY MAP**  
1" = 250'

## PC - PLAN

### AS-SURVEYED LEGAL DESCRIPTION

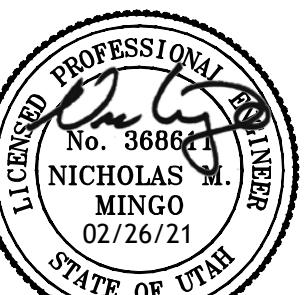
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CONTAINS 78.49 ACRES IN AREA

### SHEET INDEX

- O-1 TITLE SHEET
- O-2 LAND USE AND OWNERSHIP MAP
- O-3 UTILITY PLAN
- O-4 ROAD CROSS SECTIONS



**Mahogany Ridge**

Title Sheet

PROJECT:  
DRAWN BY: NMM  
REVIEWED BY: PMD  
REVISIONS:  
No. DATE REMARKS

DATE: February 26, 2021

SHEET NUMBER:

**O-1**

**BENCHMARK**  
THE PROJECT BENCHMARK IS A 3" BRASS CAP AT THE INTERSECTION OF 4100 SOUTH STREET AND 8400 WEST STREET. ELEVATION = 4598.82

# **MAHOGANY RIDGE**

*Magna, Utah*



# CONTENTS

## ***Land Use***

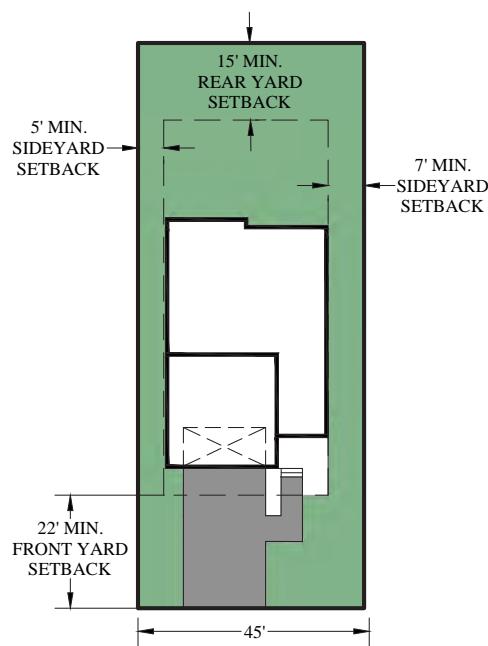
Neighborhood District .....	3
Village District .....	4
Commercial .....	6
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Parking .....	8

## ***Open Space & Recreation***

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## Neighborhood District

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

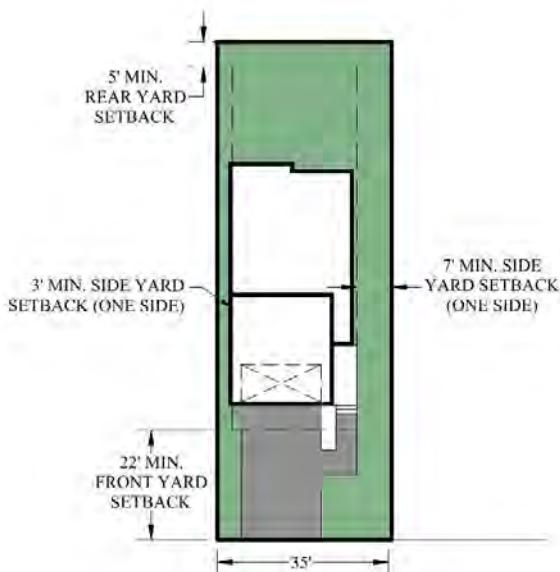


## Village District

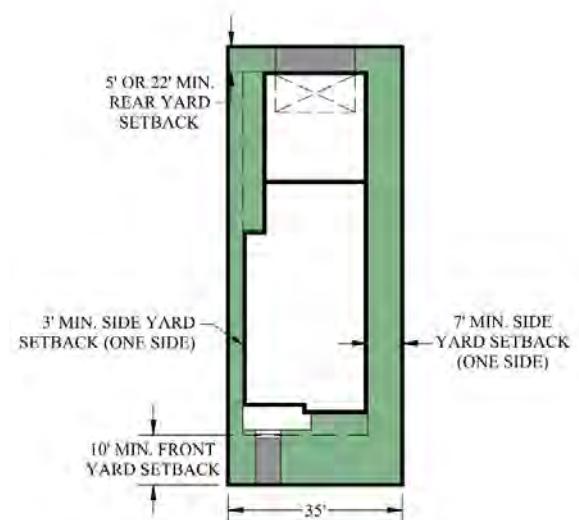
Homes in the Village District will include a variety of housing types including, but not limited to, single family, cluster homes with shared driveways, and townhomes.

The homes within the Village District may be attached or detached, and will have two-car garages that can be accessed from the front or rear of the home. The images below generally illustrate the architectural character of homes within the V

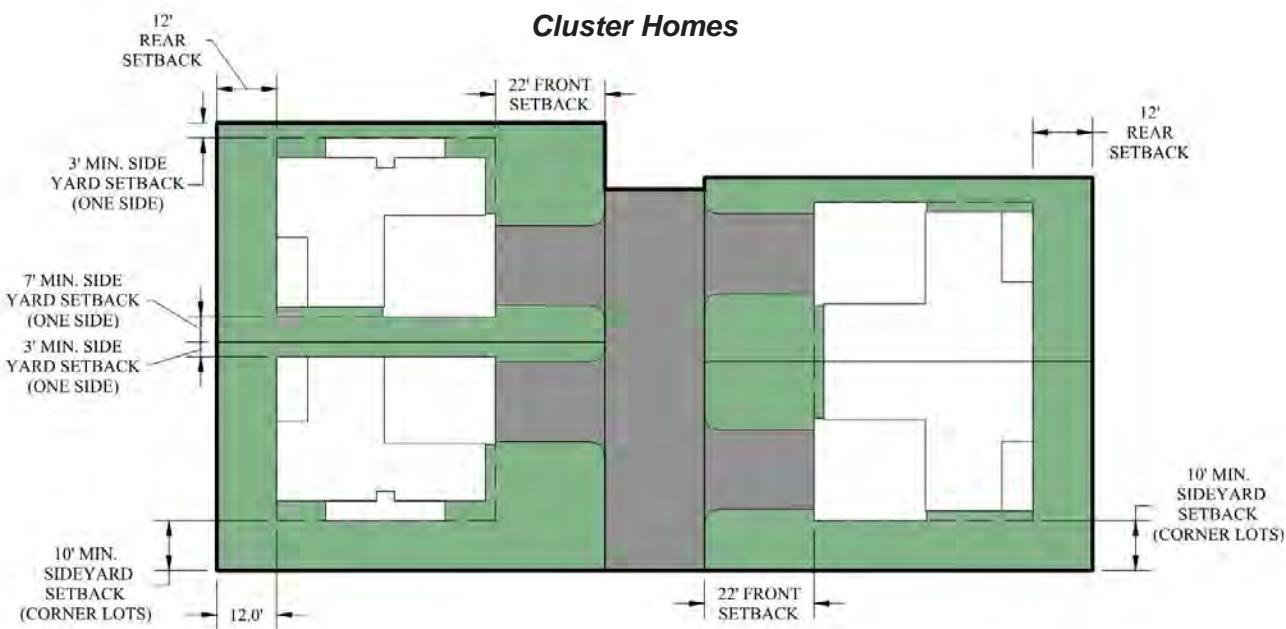
**Front-Load Cottage**



**Rear-Load Cottage**



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



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

## Commercial

Along the 4100 South and 8400 W opportunities within the Village District. Commercial development at Mahogany Ridge will include small scale retail shops, restaurants, and a convenience stores/fuel station, along with industrial uses along 4100 South. The intent of the commercial development will be to provide uses that support the daily needs of the surrounding residents within buildings that are consistent with the architectural character of the surrounding residential neighborhoods. The commercial areas will include a minimum of 5 acres of commercial and/or industrial uses. The images below generally illustrate the architectural character of buildings constructed within the Village District.



## Residential Bulk & Intensity Requirements

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

\*Irregular shaped lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be

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

## ***Parking***

- 1. Rear-Load Driveways:** All rear loaded units shall have a driveway/apron between the curb and the garage of either 5' or 22' (nothing in between). All rear-load driveways shall be on private lanes.
- 2. Townhome Parking:**
  - a. Private Parking:** Each townhome unit will include a two car garage which will equal two stalls of private parking. Private parking is allowed in garages, on private driveways, or in private designated parking stalls.
  - b. All driveways less than 22' long shall not be allowed to be used as private or guest parking. All driveways less than 16' wide can only be used/ counted as one parking stall.**
  - c. Private Driveway Guest Parking:** If a townhome unit does not use their driveway for its required two stalls of private parking and provides the driveway as two guest parking stalls, additional guest parking will be required for these units at a ratio of 1 guest parking stall per 6 units.
  - d. Additional Guest Parking:** If a townhome unit does not provide two guest parking stalls in the driveway, guest parking will be required for these units at a ratio of 1 guest parking stall per 3 units.
  - e. long and 9' wide.**
  - f. The minimum allowable parking stall size within a driveway is 22' long by 8' wide.**
- 3. Commercial Parking:**
  - a. Retail, personal service, and repair businesses:** 5 parking spaces per 1,000 square feet.
  - b.**
  - c.**
  - feet.**

## Amenities Options



## Amenities Options



## Monumentation & Theming

Mahogany Ridge will feature a cohesive and coordinated monumentation and theming style that is unique to This style will be used throughout the community for site features

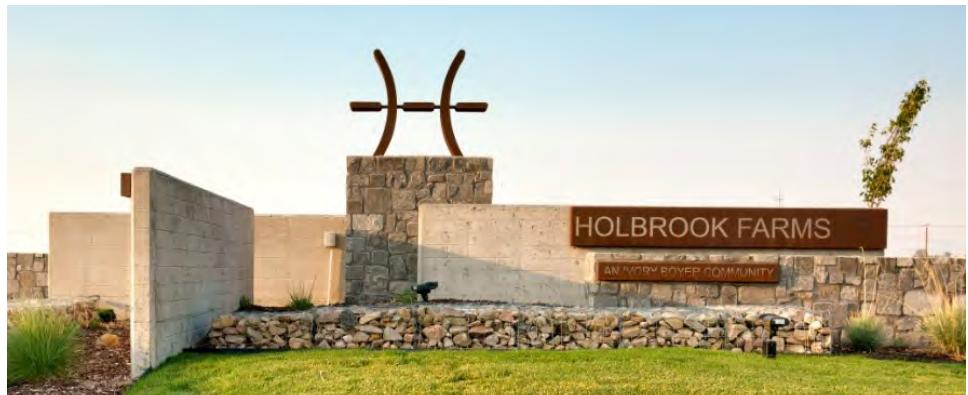
dams, and site retaining walls. The selected materials will be chosen for their design aesthetic as well as durability, cost, and availability, which may include wood, brick, concrete, natural stone, and steel. These

they will be used throughout the community to create a cohesive exterior theme.

Primary entry monuments and secondary monument signs will be integrated into the Mahogany Ridge

community. Primary monuments

size, but at a pedestrian scale, and may include enhanced landscape improvements and lighting. Secondary monument signage will typically be smaller than primary monuments, but will maintain similar materials, styles, scale, and landscape improvement as primary monuments.





# **Landscape Design Guidelines**



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

## **Landscape Design Guidelines Summary**

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

# IVORYHOMES WATER-WISE LANDSCAPING

IVORYHOMES IS PROUD TO OFFER THE BEST POSSIBLE LANDSCAPE PLANS AND DESIGN FOR YOUR HOME. HOMEOWNER'S LANDSCAPING THE YARD IN A WATERWISE AND WATERWISE APPROACH.



## Street Trees

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

### Installation:

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

### Maintenance:

You have an important responsibility to properly maintain your street trees. If one home owner neglects to plant or properly maintain street trees in front of their home, the entire neighborhood feels the effect.

- Be certain that adequate water is provided to your street trees so that they will be healthy.
- Prune as necessary to prevent problems or disease, but don't over-prune to modify the natural shape of the tree.
- Staking is not normally necessary, but if your tree is not growing straight, it may be important.
- Trees should be fertilized annually. Commercial fertilizers are available in many forms. Check with your local nurseryman for recommendations.

## Suggested Plant List - Water-Wise Plants

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

### Shade Trees

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

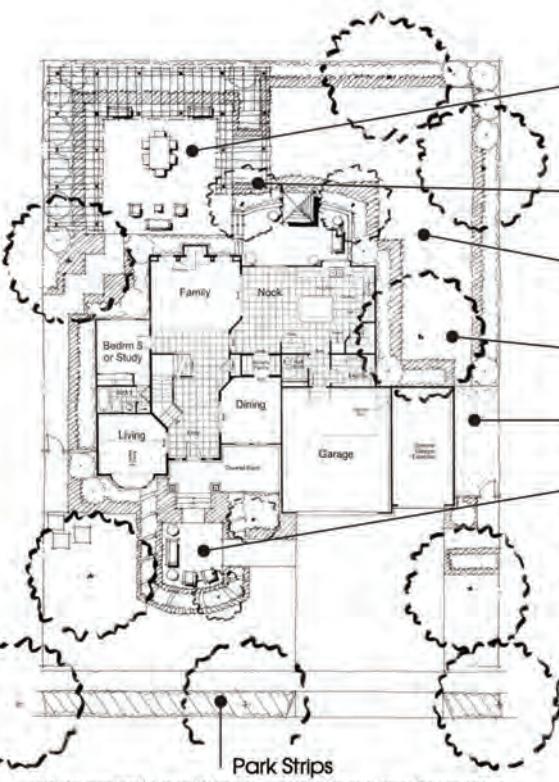
*Acer glabrum* Rocky Mountain Maple  
*Celtis occidentalis* Common Hackberry  
*Sophora japonica* Japanese Pagoda tree

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

*Acer campestre* Hedge Maple  
*Crataegus phoenopyrum* Washington Thorn  
*Koelreuteria paniculata* Goldrnrain Tree

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

*Picea pungens* Colorado Spruce  
*Pinus spp.* Pine



## Water-Wise Landscape Ideas

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

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

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

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

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

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

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

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

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



## Ideas for Irrigation Systems

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

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

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

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

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

### Tall Shrubs

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

*Amelanchier alnifolia* Serviceberry  
*Cotoneaster spp.* Cotoneaster  
*Ligustrum vulgare* Common Privet  
*Physocarpus monogyna* Mountain Ninebark

### Medium Shrubs

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

*Cotoneaster spp.* Cotoneaster  
*Juniperus spp.* Juniper  
*Pinus mugo mughus* Mugho Pine  
*Potentilla fruticose* Shrubby Cinquefoil  
*Yucca spp.* Adam's Needle

### Groundcovers

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

*Ajuga reptans* Carpet Bugle  
*Hypericum calycinum* Creeping St. Johnswort  
*Thymus serpyllum* Mother of Thyme  
*Vinca minor* Dwarf Periwinkle

### Vines

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

*Lonicera spp.* Honeysuckle  
*Polygonum aubertii* Silverlace Vine

### Perennial Flowers

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

*Alyssum saxatile* Basket of Gold  
*Echinacea purpurea* Purple Coneflower  
*Gaillardia spp.* Blanket flower  
*Hemerocallis spp.* Daylily  
*Heuchera sanguinea* Coral bells  
*Iris spp.* Iris  
*Lavendula angustifolia* English Lavender  
*Rudbeckia spp.* Black-eyed Susan

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

## Lots up to 4,500 square feet

### Interior lot

Front yard trees: minimum 2 trees. May be shade, accent or evergreen  
 Street Trees: At least one per lot  
 Shrubs: minimum 15. May be tall or medium shrubs.  
 Groundcover or Perennial Flowers: Minimum 15  
 Lawn: Maximum 60% exclusive of park strips. See General Standards below.

### Corner lot

Front yard trees: minimum 2 trees. May be shade, accent or evergreen  
 Street Trees: one (1) tree on each street frontage.  
 Shrubs: minimum 30. May be tall or medium shrubs.  
 Groundcover or Perennial Flowers: Minimum 20  
 Lawn: Maximum 70% exclusive of park strips. See General Standards below.

## General Standards:

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

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

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

Corner Lot



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

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

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

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

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

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

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

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

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

### Lots 4,500 square feet and larger

#### Interior lot

Front yard trees: minimum 2 trees. May be shade or evergreen. Accent trees may be used in addition.

Street Trees: At least one per lot

Shrubs: minimum 25. May be tall or medium shrubs.

Groundcover or Perennial Flowers: Minimum 30

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

#### Corner lot

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

Street Trees: One (1) tree on each frontage.

Shrubs: minimum 50. May be tall or medium shrubs.

Groundcover or Perennial Flowers: Minimum 50

Lawn: Maximum 75% exclusive of park strips. See General Standards below

### General Standards:

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

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

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

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

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

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

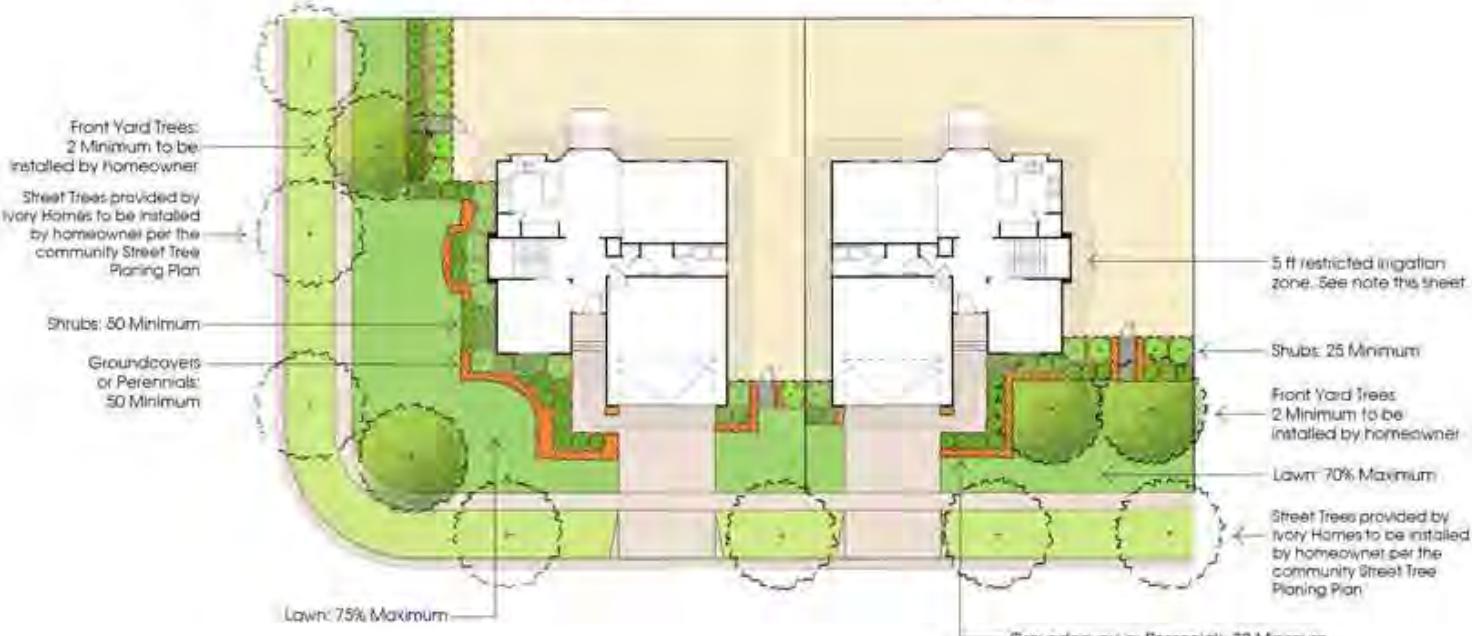
**Landscaping.** To protect and preserve the integrity of the footings and foundations of the home and other structures constructed on the Property after Closing, Buyer shall not install or have installed any sod or other water-intensive plants directly abutting any foundation. As required in the CC&Rs,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

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

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

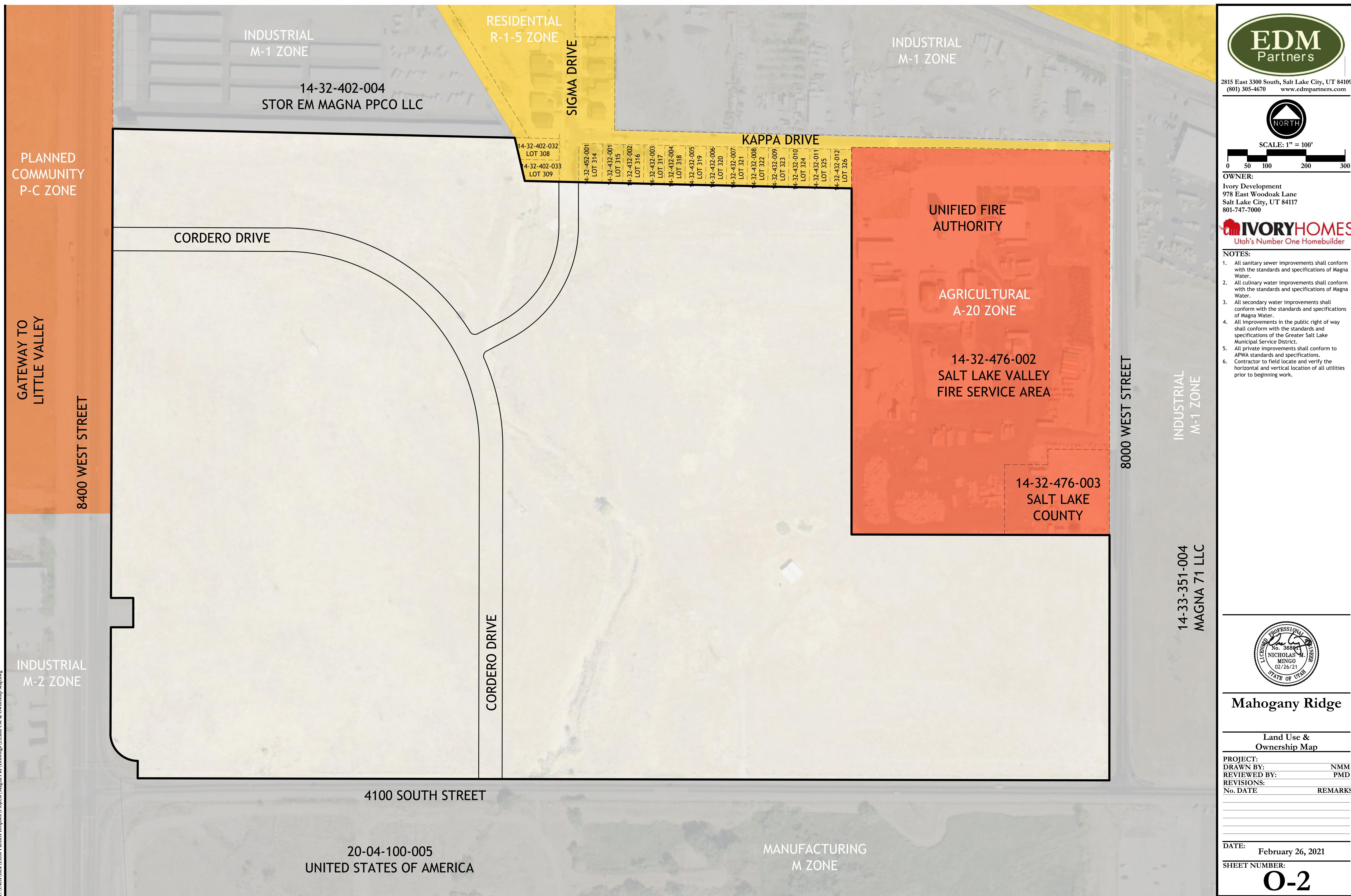
**CC & Rs.** Refer to the subdivision CC & Rs and regulations relating to landscaping and irrigation requirements.

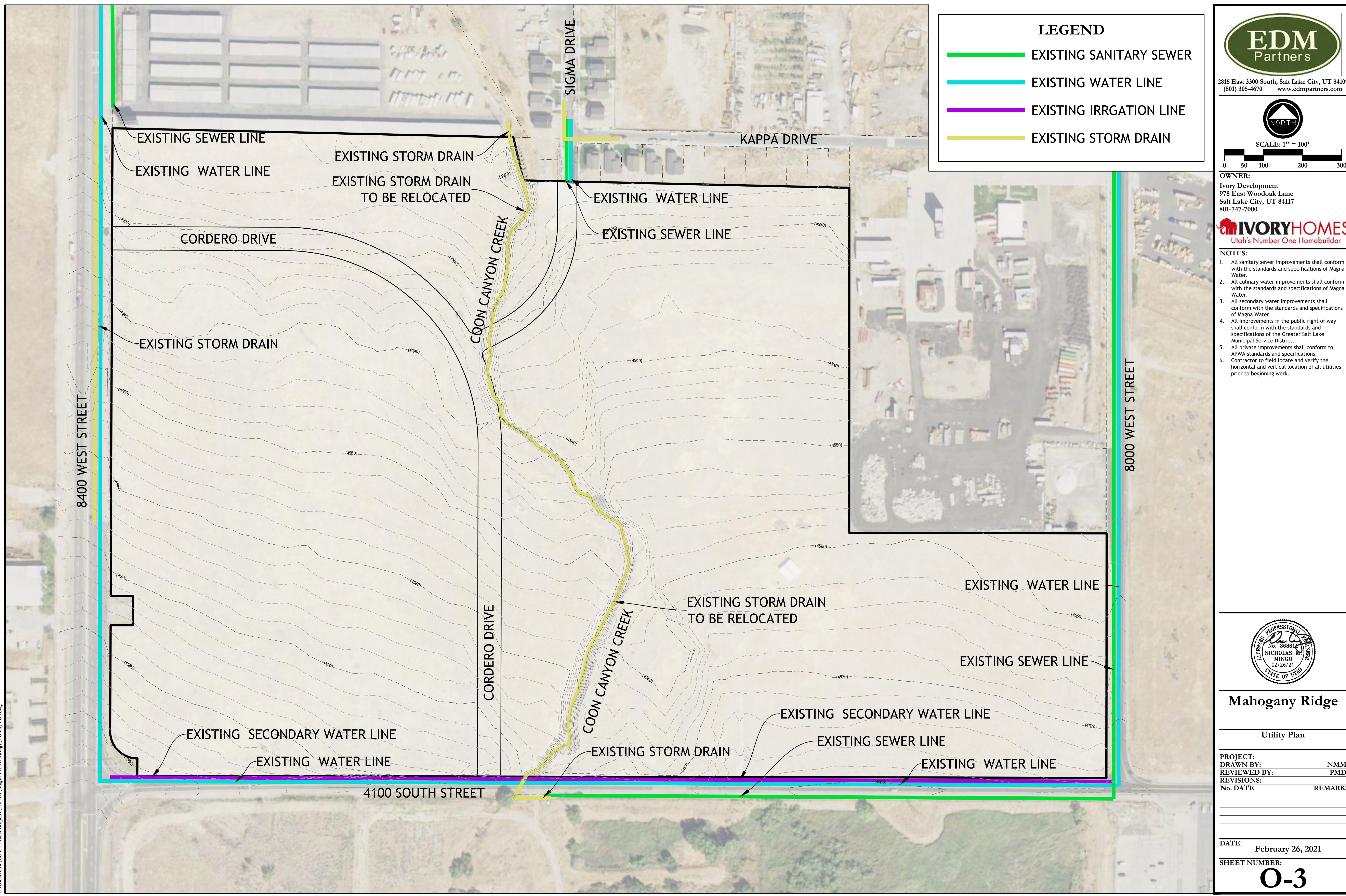
Corner Lot



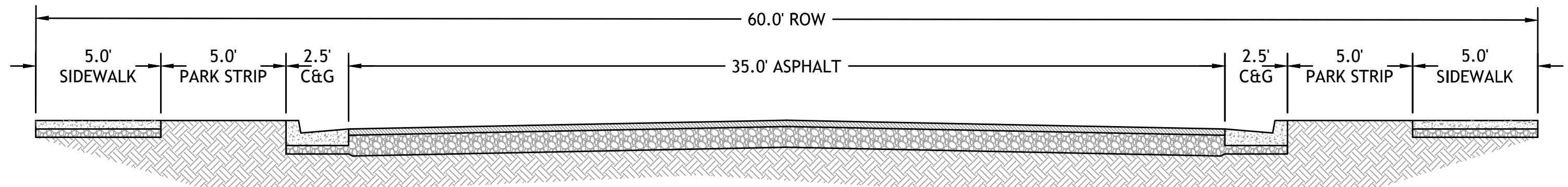
Interior Lot

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

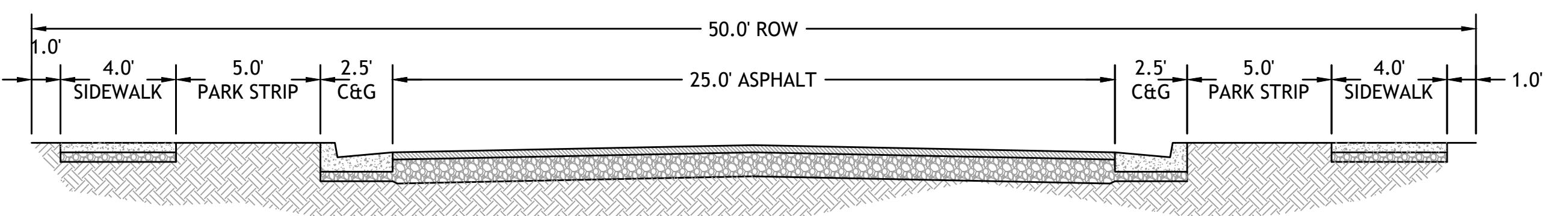




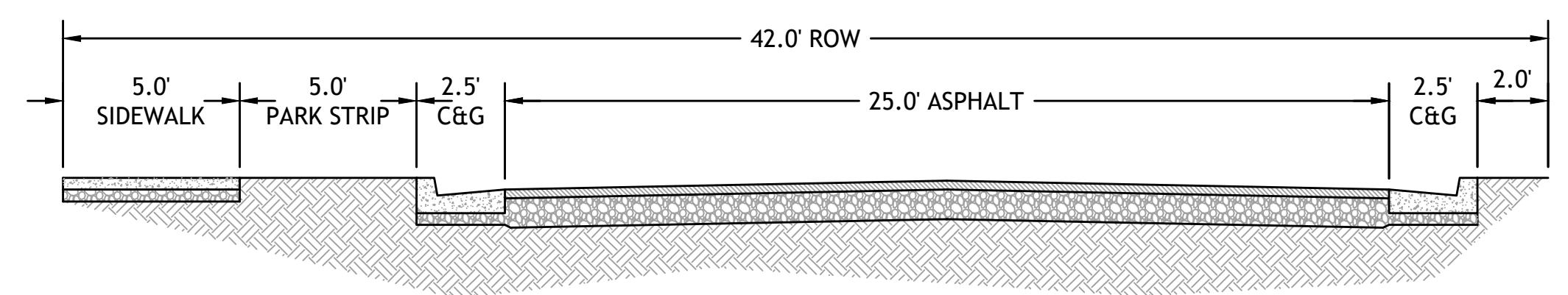
# PUBLIC / PRIVATE ROAD STANDARDS



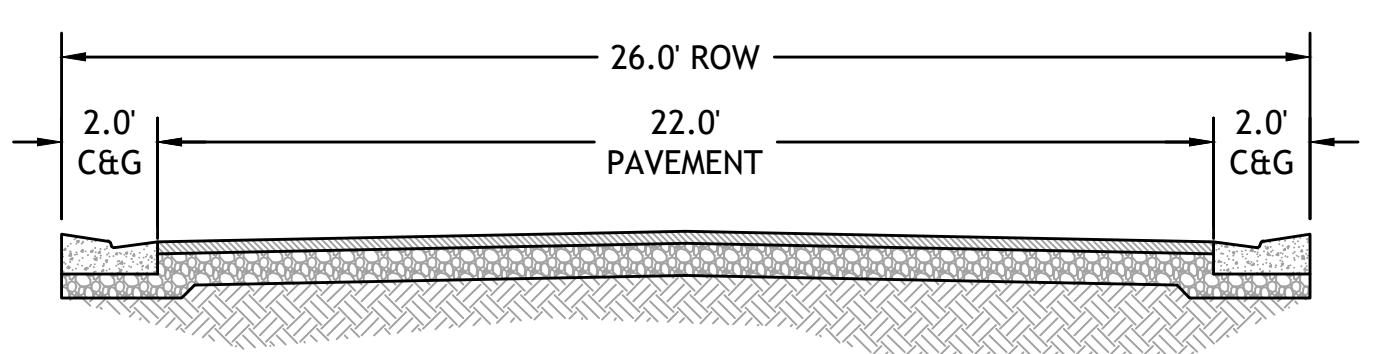
60' ROW PUBLIC STREET  
NOT TO SCALE



50' ROW PUBLIC STREET  
NOT TO SCALE



42' ROW PRIVATE STREET  
NOT TO SCALE



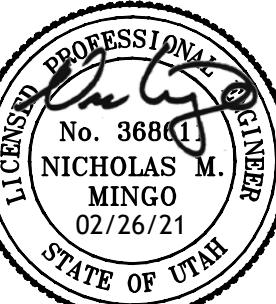
26' ROW PRIVATE ALLEY  
NOT TO SCALE

**OWNER:**  
 Ivory Development  
 978 East Woodoak Lane  
 Salt Lake City, UT 84117  
 801-747-7000

  
**IVORY HOMES**  
 Utah's Number One Homebuilder

**NOTES:**

1. All sanitary sewer improvements shall conform with the standards and specifications of Magna Water.
2. All culinary water improvements shall conform with the standards and specifications of Magna Water.
3. All secondary water improvements shall conform with the standards and specifications of Magna Water.
4. All improvements in the public right of way shall conform with the standards and specifications of the Greater Salt Lake Municipal Service District.
5. All private improvements shall conform to APWA standards and specifications.
6. Contractor to field locate and verify the horizontal and vertical location of all utilities prior to beginning work.



**Mahogany Ridge**

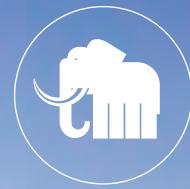
Street Sections

**PROJECT:**  
 DRAWN BY: NMM  
 REVIEWED BY: PMD  
 REVISIONS:  
 No. DATE REMARKS

DATE: February 26, 2021

SHEET NUMBER:

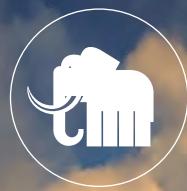
**O-4**



# IVORY COLLECTION

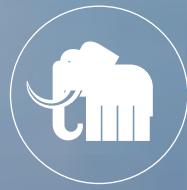


2200 Farmhouse



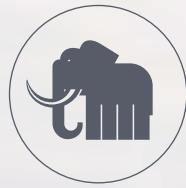
# IVORY GARDENS





# PARKSIDE COTTAGES





# CARRIAGE LANE COTTAGES







elevationA - MODERN FARMHOUSE

elevationB - MODERN PRAIRIE

elevationC - SCANDINAVIAN INSPIRED

02.18.21

STREET SCENE

IVORY HOMES | HOLBROOK  
LEHI, UTAH

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