

**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 "upsize" 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 supersede 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, Mayor

ATTEST:

City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 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 _____, 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.

Notary Public for Utah

APPROVED AS TO FORM

City Attorney's Office

Title:

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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: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

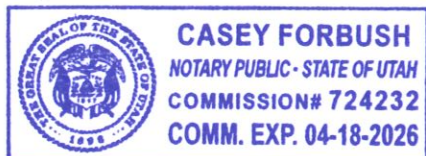
STATE OF UTAH)

: 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.



Notary Public for Utah

Exhibit A

Legal Description of the Property

Exhibit B
Master Development Plan

Exhibit C
Design Guidelines

Exhibit D

City's Vested Laws as of the Effective Date

[on file with City Recorder]