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MASTER DEVELOPMENT AGREEMENT
FOR
CREEK RIDGE

DATED: April __, 2014

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MASTER DEVELOPMENT AGREEMENT

FOR

CREEK RIDGE

THIS MASTER DEVELOPMENT AGREEMENT FOR _____ is made and entered as of the _____ day of _____, 2014, by and between the Herriman City, a Utah municipal corporation, and Suburban Land Reserve, Inc., a Utah corporation.

RECITALS

A. Unless otherwise defined in the body of this MDA, the capitalized terms used in this MDA are defined in Section 1.2, below.

B. The parties entered into an Annexation Agreement dated as of _____, 2014. The parties acknowledge and agree that the Annexation Agreement is a binding agreement upon the parties.

C. Pursuant to the Annexation Agreement and as a condition of the annexation of the Property, the City has adopted the Zoning and Vesting Ordinance, which assigns a zone district to the Property as specified on the Zoning Map, which Zoning and Vesting Ordinance may be reaffirmed by the City as provided in this MDA.

D. On December 19, 2013, the City approved a General Plan for the Property, which shall be amended to reflect the changes described in the Annexation Agreement and this MDA. The General Plan, as amended, shall become effective with regard to the Property on the date the Property is annexed into the City or shortly thereafter.

E. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the General Plan and the Preliminary PUD.

F. Provision of infrastructure to the Property is vital and, therefore, Master Developer has prepared the Infrastructure Plan.

G. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act, and the Zoning Ordinance and to operate to the benefit of the City, Master Developer, and the general public.

H. The City Council acknowledges that instead of amending various provisions of the Code, the City Council desires for this MDA to act as an amendment to any inconsistent provisions

contained in the Code. As such, this MDA is a land use ordinance amending certain provisions of the Code as they pertain to the Property.

I. The City Council has reviewed this MDA and determined that it is consistent with the Act, the Zoning Ordinance and the Zoning of the Property.

J. The parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the City based on improvements to be constructed on the Property.

K. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this MDA.

L. Master Developer and the City have cooperated in the preparation of this MDA.

M. The parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

N. The parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102 (2008).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A – M are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, *et seq.* (2008).

1.2.2. **Administrative Action** means and includes the actions related to Development Applications that may be approved by the Administrator as provided in Section 6.2.1.

1.2.3. **Administrative Modifications** means and includes any amendment, modification, or supplement to this MDA that may be approved by the Administrator pursuant to the terms of Section 6.16.1.

1.2.4. **Administrator** means the Community Development Director.

1.2.5. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.6. **Area** or **Areas** means individually (or collectively) Area A, Area B, and Area C.

1.2.7. **Area A** means the area containing approximately 140 acres north of Midas Creek within the Property, as Area A is more particularly depicted on the Preliminary PUD.

1.2.8. **Area B** means the area containing approximately 72 acres located south of Copper Creek and north of the planned right-of-way of Herriman Parkway and south of Herriman Parkway and west of Area C, as Area B is more particularly depicted on the Preliminary PUD.

1.2.9. **Area C** means the area containing approximately 39 acres located south of the right-of-way of Herriman Parkway located at the southeast corner of the Property, as Area C is more particularly depicted on the Preliminary PUD.

1.2.10. **Assessment Area** means an area or areas to be created by the City pursuant to Utah Code Ann. § 11-42-101, *et seq.* (2008), or other applicable State Law, with the approval of Master Developer and other property owners, to fund the construction of some or all of the On-Site Infrastructure and Off-Site Infrastructure, but excluding the Backbone Infrastructure.

1.2.11. **Association Declaration(s)** means a Declaration of Conditions, Covenants, Restrictions and Grant of Easement, a Condominium Declaration, or similar document regarding and the governance, operation, and maintenance of common areas within a residential development on portions of the Property that contemplates the operation of an owner's association or condominium association.

1.2.12. **Backbone Infrastructure** means those improvements shown and/or described as such in the Infrastructure Plan and on Exhibit F, and which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Property and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Infrastructure are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36(a)-101, *et seq.* (2008). The Backbone Infrastructure shall be designed and constructed in accordance with the Transportation Master Plan, the Water Master Plan and the Storm Drainage Master Plan to accommodate the Maximum Residential Units as shown on the Preliminary PUD and commercial improvements that can be developed within each different area within the Property, along with the development and use of other adjacent property that may use the infrastructure improvements.

1.2.13. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, or On-Site Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.14. **Buildout** means the completion of all of the development, including all infrastructure, residential dwelling units, commercial buildings, Open Space, Trails, Local Parks, Neighborhood Parks, and Community Parks on all of the Project.

1.2.15. **CC&Rs** means Conditions, Covenants, Restrictions, attached hereto as Exhibit L and does not contemplate the operation of an owner's association or condominium association.

1.2.16. **City** means the City of Herriman, a Utah municipal corporation.

1.2.17. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.18. **City Infrastructure** means the portion of the Backbone Infrastructure for which the City is responsible as set forth in this MDA and Exhibit F.

1.2.19. **City's Future Laws** means the ordinances, policies, 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 be applicable to the Development Application depending upon the provisions of this MDA.

1.2.20. **City's Vested Laws** means the ordinances, policies, 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 date of this MDA, as more particularly described in Exhibit D..

1.2.21. **Code** means the municipal code of Herriman City existing as of the date of this MDA.

1.2.22. **Commercial Site Plan** means the plan submitted to the City for the approval of the commercial development of a portion of the Project which may include multiple buildings that are not intended to be on individual subdivision lots and includes office buildings, shopping centers or similar multi-building developments or plans for other developments on the Project which are allowed by the applicable Zone as a conditional use.

1.2.23. **Community Park** means a park that includes amenities, such as the following: sports fields, active and passive recreation, picnic, tot lots, gathering areas, community center, and special facilities such as a skate park, bike track, fishing pond, equestrian, special events, tennis, basketball, and/or volleyball, and serves the residents within the immediate neighborhood and residents located outside of the immediate neighborhood as evidenced by improvements, such as parking lots or restrooms.

1.2.24. **Council** means the elected City Council of the City.

1.2.25. **Council Modification** means and includes any amendment, modification, or supplement to this MDA that may be approved by the Council pursuant to the terms of Section 6.16.3.

1.2.26. **Culinary Water System Improvements** mean all pipe, fittings, valves, services, fire hydrants, blow off assemblies, air vacuum release valves, isolation valves, sampling stations, pressure reducing valves, backflow prevention devices, vaults, meters, and other structures required in the project that convey drinking water consistent with the Development Standards.

1.2.27. **Default** means a material breach of this MDA.

1.2.28. **Denied or Denial** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.29. **Density** means the number of Residential Dwelling Units allowed per acre.

1.2.30. **Design Guidelines** means the Design Guidelines, attached hereto as Exhibit M, regarding certain aspects of design and construction on portions of the Property, which shall be administered and enforced as set forth in the CC&Rs.

1.2.31. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Commercial Site Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.32. **Development Report** means a report containing the information specified in Sections 3.4 and/or 3.5 submitted to the City by Master Developer for the development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.33. **Development Standards** means the Herriman City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works Projects (6th Edition) 2011, or any replacement thereof.

1.2.34. **Effective Date** means the date that the annexation of the Property into the City becomes effective.

1.2.35. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.36. **General Plan** means a General Plan Amendment, which shall incorporate the Property into the City consistent with the General Plan Amendment prepared by Landmark Design Team and adopted by the City on December 19, 2013, a copy of which is attached hereto and incorporated herein as Exhibit B.

1.2.37. **General Plan Amendment Ordinance** means the ordinance that amended the General Plan on December 19, 2013, a copy of which is attached as Exhibit N.

1.2.38. **Hard Costs** means the actual reasonable cost associated with the installation and construction of the Backbone Infrastructure, including the costs of materials, contractor's insurance, and contractor's overhead.

1.2.39. **Homeowner Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.40. **Impact Fee Facility Plan** means a plan to be adopted by the City to substantiate the collection of Impact Fees as required by State law, and which shall satisfy the requirements of an impact fee analysis pursuant to Utah Code Ann. §11-36a-304.

1.2.41. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition of development activity as specified in Utah Code Ann. §§ 11-36a-101, *et seq.*, (2008).

1.2.42. **Infrastructure Plan** means the Infrastructure Plan attached hereto and incorporated herein as Exhibit E.

1.2.43. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, churches, open spaces, parks, trails and other uses as more fully specified in the Zoning Ordinance, Preliminary PUD, and Project Guidelines and as shown on the General Plan.

1.2.44. **Interest Rate** means the interest rate of eight percent (8%) per annum.

1.2.45. **Irrigation and Landscaping System Improvements** mean all irrigation systems (i.e., water pipe, valves, controllers), landscaping, trees, shrubs, fencing, and other improvements required within the park strips in the Project consistent with the Development Standards.

1.2.46. **JVWCD** means the Jordan Valley Water Conservancy District.

1.2.47. **Local Park** means a park that is planned and designed as an amenity to serve and is necessary for the use and convenience of a particular Subdivision and residents located within .25 acres of the center of the Park.

1.2.48. **Master Developer** means Suburban Land Reserve, Inc., a Utah corporation, and its assignees or transferees as permitted by this MDA.

1.2.49. **Maximum Residential Units** means the development on the Property of: (a) 1,515 Residential Dwelling Units in the R-2-10 zone district located within Area A, 520 Residential Dwelling Units in the R-2-10 zone district located within Area B, and 117 Residential Dwelling Units in the R-2-10 zone district located within Area C,.

1.2.50. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.51. **MDA Ordinance** means an ordinance whereby this MDA has been approved and adopted by the City as provided in Section 36 of this MDA, a copy of which is attached hereto as Exhibit Q.

1.2.52. **Modification Application** means an application to amend, modify, or supplement this MDA.

1.2.53. **Neighborhood Park** means a park that services the greater neighborhood and includes amenities, such as the following: grassy play areas, tot lots, sport courts, picnic areas, and/or walking paths that service the residents within the greater neighborhood, as evidenced by improvements, such as parking lots or restrooms.

1.2.54. **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

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

1.2.56. **Off-Site Infrastructure** means those items of public or private infrastructure specified in the Infrastructure Plan necessary for development of the Property such as roads and utilities that are not on the site of any portion of the Property that is the subject of a Development Application.

1.2.57. **On-Site Infrastructure** means those items of public or private infrastructure as a condition of the approval of a Development Application that are necessary for development of the Property such as roads or utilities and that are located on that portion of the Property which is subject to a Development Application, excluding any Backbone Infrastructure or any Off-Site Infrastructure.

1.2.58. **Open Space** means (a) those areas for the preservation of native landscaping, view corridors and drainage or to provide recreation, including hillsides/slopes, storm water retention/detention basins , creeks and water shed/flood plain areas, areas located under power transmission lines, and improved landscaped areas; (b) any natural space that provides appropriate breaks from building masses or which conserves or preserves natural, historic or other amenities with social or cultural values or which maintains the natural water table level or preserves wetlands; and/or, (c) any public or other quasi-public area which the City determines to be Open Space as a part of the approval of a Development Application. Any open space provided within any development or any multi-family developments shall be considered Open Space. The City and Master Developer acknowledge and agree that the definition of Open Space contained herein was negotiated as a material element of this MDA. The City agrees that the Open Space as defined herein shall be counted at one hundred percent (100%) of the actual acreage of such Open Space to satisfy any applicable open space requirements under the City's Vested Laws; provided, however, that any Open Space that is unbuildable because of, among other things, slope, wetlands, flood drainage or contamination, may only be counted at fifty percent (50%) of the actual acreage to satisfy applicable open space requirements. Notwithstanding the above, the City hereby agrees that areas that are unbuildable because of, among other things, slope, wetlands, flood drainage, or contamination, but are improved with improvements, such as dog runs/dog parks, trails, restrooms, parking lots, playgrounds, barbeque pits and tables, pickle ball courts, orienteering courses, disc golf courses, and other amenities whereby the unbuildable areas may be used by the public or by members of a home owners association or other private entity. Open Space shall not include park strips that are developed within publicly dedicated rights-of-way and/or between publicly dedicated roads and sidewalks; provided that if the Property is improved with park strips that contain additional width or landscaping and are wider than standard park strips required by the City's Vested Laws abutting residential streets, the additional space shall be considered Open Space. The City hereby agrees that

Open Space shall be deemed to include, without limitation, the following: (i) any Open Space, including fields or parks that are in excess of one (1) acre, associated with community/civic centers, (ii) any Open Space associated with schools so long as the school does not pay a purchase price for the land comprising the Open Space and the land comprising the Open Space is included as part of the originally proposed Regional Open Space; provided that the land comprising the Open Space shall not exceed six (6) acres (the City agrees that the Regional Open Space will be reduced by the land comprising the Open Space that is conveyed to the school); the Open Space may be used by non-school groups or the public after-school hours (i.e., after 4:00 p.m.) pursuant to authorization issued by the school or school district; (iii) natural or landscaped common area owned or managed by an HOA, (iv) property owned by private entities or persons used for recreation, such as an equestrian facility, recreational bicycle facility, swimming pool facility, or other landscaped, recreational or outdoor areas with multi-family developments, such as condominium or apartment projects, and (v) property dedicated or conveyed to the City.

1.2.59. .**Ordinances** means the General Plan Amendment Ordinance, the MDA Ordinance, the Preliminary PUD, the PUD Ordinance, and the Zoning and Vesting Ordinance.

1.2.60. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

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

1.2.62. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.63. **Planning Commission** means the City's Planning Commission.

1.2.64. **Planning Commission Modification** means and includes any amendment, modification, or supplement to the Project Guidelines that may be approved by the Planning Commission pursuant to the terms of Section 6.16.2.

1.2.65. **Preliminary PUD** means the approval of the preliminary Planned Unit Development for a portion of the Property by the Planning Commission granted on April 18, 2014, a copy of which is attached as Exhibit C.

1.2.66. **Project** means the development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Densities, Phases and all of the other aspects approved as part of this MDA including its Exhibits and the Plan.

1.2.67. **Project Guidelines** means Exhibit G which is a set of guidelines approved by the City as a part of the approval of this MDA controlling certain aspects of the design and construction of the development of the Property including setbacks, building sizes, Open Space, height limitations, parking and signage, and the design and construction standards for buildings, roadways and infrastructure, which shall be administered and enforced by the City.

1.2.68. **Property** means the approximately three hundred (300) acres either owned or controlled by Master Developer and which are more fully described in Exhibit A.

1.2.69. **PUD Ordinance** means an Ordinance amending Title 10, Chapter 20 of the Code, that may be required to effectuate the terms of this MDA, including, but not limited to Section 2 of this MDA, and permitting Preliminary PUD approval and granting Master Developer and Subdevelopers vested rights in such Preliminary PUD ("**PUD Ordinance**"), a copy of which is attached as Exhibit P.

1.2.70. **Regional Open Space** means the contiguous Open Space that will be dedicated and reserved as Open Space and used as a Regional Park generally consistent with the Preliminary PUD, which area will include the area for the Midas Creek trail and the border located underneath the power transmission lines adjacent to the right-of-way of 6400 West Street, less the required portion of a standard sidewalk and standard park strip that is located on the Property (which together cannot exceed 20 feet). It is anticipated that the Regional Open Space will consist of approximately forty-five acres consistent with the Preliminary PUD. All Regional Open Space, no matter its use, is included as part of Open Space as defined herein. Open Space includes, but is not limited to, those areas identified as Open Space in the Preliminary PUD. Large private areas of land used for private golf courses, private recreational facilities or other similar uses will be deemed Open Space.

1.2.71. **Regional Park** means a park that is intended to serve the community at large such that it would be considered to be a System Improvement.

1.2.72. **Reimbursement Agreement** means a Reimbursement Agreement entered into between the City and the Master Developer and any Subdeveloper pursuant to the terms and conditions of this MDA, which Reimbursement Agreement shall be in substantially the same form and content attached hereto as Exhibit J.

1.2.73. **Residential Dwelling Unit** means, for purposes of calculating Density, a unit intended to be occupied for residential living purposes; one single-family residential dwelling and each separate unit in a multi-family dwelling, apartment building, condominium or time-share equals one Residential Dwelling Unit.

1.2.74. **Secondary Water System Improvements** mean all pipe, fittings, valves, services, blow off assemblies, air vacuum release valves, pressure reducing values, isolation valves, and other structures required in the Project that convey secondary water consistent with the Development Standards.

1.2.75. **Sewer System Improvements** means all pipe, fittings, valves, culverts and vaults, man holes, collars, man hole covers, pumps, and other structures required and consistent with the standards established by SVSD.

1.2.76. **Sidewalk Improvements** means all sidewalks and sidewalk ramps consistent with the Development Standards.

1.2.77. **Soft Costs** means the actual reasonable costs and expenses associated with the design, layout, complete construction documents by an engineer, any engineering or architectural fees or costs, design review fees or costs, legal fees and costs, financing costs, costs of bonds or security, insurance, and the costs of permits and fees associated with the Backbone Infrastructure.

1.2.78. **Storm Drain System Improvements** means all pipe, manholes, catch basins, inlet structures, outlet structures, swales, pond excavation, and other structures required in the Project that convey storm water consistent with the Development Standards.

1.2.79. **Street Light System Improvements** means all street lights, conduit, pedestal bases, meters, and other appurtenances required to provide a complete street lighting system pursuant to the standards set forth in the Development Standards, as amended from time to time, including installation of energy saving lighting.

1.2.80. **Street System Improvements** mean all earth work, rough grading, final grading, road base, curb and gutter, waterways, asphalt, survey monuments, collars, and associated improvements, which shall comply with the Development Standards.

1.2.81. **Subdeveloper** means an entity that purchases or acquires a Parcel for development and that actively develops such Parcel; provided, however, that Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("**CPB**") and any entity controlling, controlled by, under common control with CPB shall not to be considered a Subdeveloper.

1.2.82. **Subdivision** means any portion of the Project separated into a subdivision pursuant to State law and/or the City's Vested Laws.

1.2.83. **Subdivision Application** means the application to create a Subdivision.

1.2.84. **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.85. **Substantial Completion or Substantially Completed** means a point in the progress of a construction project where the work is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project and represents minor punch list type issues. For work to be substantially complete it is not required that the work be 100% complete.

1.2.86. **SVSD** means the South Valley Sewer District.

1.2.87. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. §11-36a-102(21) (2008).

1.2.88. **Traffic Signage, Striping, and Controls** means any and all traffic control measures, including, but not limited to, traffic lights (including conduit, wiring, pedestal bases, poles, mast arms, semaphores, control boxes and controls, and electrical service), stop signs, street signs, directional and traffic control signage, striping, cross walks, stop bars, turning lanes and turn arrows, traffic lanes, bike lanes, roadway lanes, shoulders and tapers, consistent with the Development Standards.

1.2.89. **Transportation Master Plan** means the Herriman City Transportation Master Plan prepared by J-U-B Engineers, Inc. in 2009.

1.2.90. **Zone** means the City's zoning district for any Parcel as specified on the Zoning Map.

1.2.91. **Zoning and Vesting Ordinance** means an Ordinance (1) assigning the land use zones of R-2-10 and C-2 to the Property and approving the Zoning Map, and (2) approving the execution and delivery of this MDA, a copy of which is attached as Exhibit Q.

1.2.92. **Zoning Map** means Exhibit H which is a map of the Zones of the Property.

2. **Development of the Project; PUD Approval.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Preliminary PUD, this MDA and its Exhibits. The City acknowledges and agrees that the Preliminary PUD is conceptual in nature. The City acknowledges and agrees that the Preliminary PUD approval and the associated conditional use application shall not expire until the expiration of the term of this MDA as set forth above. The City agrees that no fees shall be charged or assessed against Master Developer related to the Preliminary PUD approval other than the initial fee paid prior to the execution of this MDA. If the City fails to annex the Property into the City, the City shall refund the initial PUD and zoning fee to Master Developer. Other than the initial fee, any additional fees payable related to the PUD shall be paid upon submittal by Master Developer or a Subdeveloper for final PUD approval, which fees shall only be based upon the number of units contained in the proposed final PUD approval, and which shall not exceed fee set forth in Exhibit I. In accordance with the PUD Ordinance, the City hereby agrees that: (a) Master Developer may subdivide portions of the Property into Parcels and sell Parcels to various Subdevelopers or other parties; (b) the Subdevelopers or other parties owning Parcels within the Property may further subdivide Parcels into smaller Parcels, (c) each Subdeveloper or other parties owning Parcels within the Property will submit separate applications for final PUD approval for each Parcel within the Preliminary PUD, (d) each final PUD plan application shall be independently reviewed; provided that the Open Space and density shall be considered based upon the preliminary PUD and the Property as a whole and not to any specific final PUD application; and

(e) applications for final PUD approval shall satisfy the requirements set forth in Chapter 20 of the Code, whereby specific plans and designs related to, including, but not limited to, the following: grading, drainage, landscaping, fencing, screening, signage, floodlighting, site plans, and building plans solely pertaining to the Parcel seeking final PUD approval shall be required as part of the final PUD approval process, and (f) any conditions related to the final PUD will be solely applied toward the Parcel governed by such final PUD approval. Upon issuance of the conditional use permit with respect to any final PUD approval, the conditional use permit shall thereafter continue in perpetuity, unless it is revoked due to a violation of such permit. In evaluating the application for final PUD approval, the City/planning commission may not impose any conditions or requirements on Master Developer or any Subdeveloper that are inconsistent with the Preliminary PUD and/or the terms and conditions of this MDA. The City acknowledges that the Preliminary PUD satisfies any requirements under the Zoning Ordinance. The Preliminary PUD shall be valid and binding upon the parties throughout the term of this MDA.

3. **Development of the Property.**

3.1. **Project Maximum Density.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units and to have developed the other Intended Uses as specified in the Preliminary PUD for the Property.

3.2. **Parcels Intended Uses and Densities.** Intended Uses and Densities for each Parcel are shown on the Preliminary PUD for the Property. Apartment complexes are permitted on Area A, but are not permitted on Area B or Area C. No more than two (2) apartment complexes will be permitted on Area A and each apartment complex shall not exceed three hundred (300) rentable units, and shall not be taller than three (3) stories. In the event there are two (2) apartment complexes located on Area A, the apartment complexes shall be located at least two hundred feet apart from each other. To the extent permissible under law, the apartment complexes shall not be federally subsidized housing (unit based assistance) operated by a public housing authority or subsidized under the FHA Section 221(d)(3) or Section 226 FmHA Section 515, or HUD Section 8. Nothing herein shall apply to accessory apartments or the ability of persons to rent their single-family dwellings in accordance with the City's Vested Laws.

3.3. **Use of Density.** Master Developer and/or any Subdeveloper, as applicable, may develop any Subdivision within an Area using the density allocated to that Area in accordance

with the Preliminary PUD (or, with regard to any property zoned as commercial use, any approved Commercial Site Plan). Any landscaping located within the multi-family portion of the Property shall be counted toward Open Space requirements for the development of the Property. The Open Space requirement is not in addition to the landscaping requirements and the landscaping requirements are not in addition to the Open Space requirements. The entire Open Space located within an Area may be allocated or used for density clustering of Residential Dwelling Units within the entire Area and each Subdivision within an Area is not required to independently satisfy any Open Space requirements so long as the development, at full build-out, meets the Open Space requirements. Notwithstanding the above, the density within an Area shall not exceed the Maximum Residential Units for that Area as set forth in the Preliminary PUD. Under no condition shall the City deny a Development Application if the applicant Subdeveloper is not currently in default under this MDA and its Development Application (i) does not exceed the Maximum Density that is available for that Area, (ii) the plan is consistent with the Preliminary PUD and the Project Guidelines, (iii) the plan is consistent with sound land use planning practices as certified by the land planner for the Master Developer and/or Subdeveloper, (iv) the plan does not contain aspects that are detrimental to the health, safety or general welfare of persons residing in the vicinity, or injurious to property or improvements in the vicinity, and (v) the Master Developer or Subdeveloper complies with the City's Vested Laws and any other applicable state, county, or district code, or ordinance. Subject to the terms and conditions of this MDA, any Development Application will comply with any of the City's Vested Laws. Concurrently with any Development Application, Master Developer will demonstrate how much density has been allocated to previously approved Development Applications and how much density is available for future development.

3.3.1. Density Transfer. The provisions of Section 3.3 are intended to measure density by considering the entire acreage of property within the same Area. For example, pursuant to the Preliminary PUD Areas are vested with a certain density of Maximum Residential Units that may be constructed within that Area. The parties agree that the density of residential units within a Subdivision may exceed the average density for the Area so long as the density of residential units for the entire Area does not exceed the density of Maximum Residential Units allocated to the Area. The density of Maximum Residential Units allocated to one Area cannot be allocated to another Area. Condominiums, townhomes, apartments, and other multi-family buildings are allowed

under the PUD Chapter of the Zoning Ordinance with an underlying R-2-10 base zone and are considered by the City using the standards of the RM zone including height limitations and other design standards.

3.3.2. Conversion of Property to Different Zone Classification. Master Developer or a Subdeveloper may submit an application to modify the Preliminary PUD and change the zoning within any Area from R-2-10 to C-2. The City agrees to process such application; provided that the City retains its legislative authority to review and approve any amendment to the PUD and any zone change; provided, however, the City agrees to modify the PUD and then change the zoning classification for the property within Area from R-2-10 to C-2. In the event the PUD and the zoning classification for the property within Area B and Area C are changed from R-2-10 to C-2, the density for such areas will be proportionately reduced. In the event the PUD and the zoning classification for the property within Area A are changed from R-2-10 to C-2, the density for such areas will be reduced as follows: (a) for 0 to 68 acres, the density shall be reduced by 8 units per acre; (b) for greater than 68 to 123 acres, the density shall be reduced by 11 units per acre; provided that the reduction in density shall be apportioned between apartments and single family homes with a reduction of two (2) apartment units for a reduction in each one (1) single family unit, but in no case less than 300 apartment units during this phase; and (c) for between greater than 123-138, the unit reduction will be at a ratio of 20 units per acre. In the event the PUD and zoning classification for any portion of the Property zoned R-2-10 is changed, the amount of Open Space required within the PUD shall be reduced whereby the required Open Space shall be 20% of the area within the amended PUD. For example, if the area within the PUD is reduced from 293 to 250 acres, the Open Space required within the PUD shall be proportionately reduced from 58.6 acres to 50.0 acres.

3.4. **Accounting for Density for Parcels.** At the recordation of a Final Plat or other approved and recorded instrument for any Parcel(s) developed by Master Developer and/or a Subdeveloper, Master Developer shall provide the City a Development Report showing any Density used with the Parcel(s) and the density remaining with Master Developer for the remainder of the Area.

3.5. **Accounting for Density for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the amount and type of

any such other use sold with the Parcel At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Sub-Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Residential Units remaining with Master Developer and any material effects of the sale on the General Plan.

3.5.1. Return of Unused Density. If any portion of the Maximum Residential Units for an Area transferred to a Subdeveloper are unused by the Subdeveloper, the unused portion of the transferred Maximum Residential Units shall automatically revert back to Master Developer for use within the Area and the Master Developer shall file with the City a Development Report. Master Developer shall then have the right to reallocate the Maximum Residential Units to other Parcels within the Area as provided herein; provided, however, the development of the Area shall comply with the conditions and restrictions on development as set forth in the Preliminary PUD.

3.6. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. Subject to the specific "Parcel Sales" provisions of Section 6.15, the City acknowledges and agrees that Master Developer may seek and obtain approval for the subdivision of a portion of the Project into a Parcel without being required to: (i) apply for final PUD approval, (ii) install any On-Site or Off-Site Infrastructure improvements, or (iii) provide detailed development information, as a condition of such subdivision approval.

3.7. **Development within the Property.** The buildings, structures, and improvements developed within any zone classification within the Property may be developed on a single or multiple lots or Parcels. Regardless of how the property within the Property is owned, developed and/or improved (i.e., Parcels within the Property may be owned and developed by different owners), for purposes of density, open space, landscaping, and setbacks, the entire contiguous area within the same zone classification shall be treated and considered as if it were a single parcel and/or development. Open Space located on the entire area within a zone classification shall be considered and applied toward the open space requirements in the City's Vested Laws. In light of the above, the Preliminary PUD approval may allocate density and Open Space throughout

the entire Property and individual Areas or Parcels. Final PUD approval will be considered and granted in phases and each phase may include only a portion of an Area. Final PUD approval shall not be required to independently satisfy or comply with the density, open space or other requirements solely related to an Area or Parcel, but instead may be developed so long as the Final PUD approval is consistent with the Preliminary PUD. Multiple main buildings may be located on a single lot or Parcel within the C-2 zone, so long the buildings and the parcel are under common ownership.

3.8. **Commencement of Development Activity.** Upon approval of this MDA and the annexation of the Property, Master Developer agrees to commence discussions with Subdevelopers regarding the potential purchase and development of Parcels within the Property.

3.9. **Street Lighting.** Notwithstanding the City's Vested Laws and the Development Standards existing as of the date of this MDA, if the City adopts new Development Standards pertaining to street lighting that requires LED lights, Master Developer and/or Subdeveloper will comply with the newly adopted LED Lighting Development Standards.

4. **Development Applications.** To the extent not prohibited by applicable law, City agrees to review and process any Development Applications, subdivision applications, conditional use permit applications, sign permit applications, lot line adjustment applications, site plan applications, applications for building permits, and any other development or permit application pertaining to the Property prior to reviewing and processing any subsequently submitted applications related to other developments, which review shall go through the City's normal process. Upon payment of the City's fee for an expedited review, Master Developer or any Subdeveloper may have an application reviewed and processed on an expedited basis. Except for any fee related to an expedited review, the fees charged by the City for any review and the processing of any application shall not exceed the fees as set forth on Exhibit I. The City covenants and agrees that the fees assessed by the City, including, without limitation, review fees, building permit fees, grading, building, electrical, mechanical, and plumbing fees, subdivision application fees, PUD application fees, conditional use permit fees, etc. shall not exceed the fees assessed by the City for projects within the City as a whole as set forth in the City's then current fee schedule.

5. **Zoning and Vested Rights.**

5.1. **Current Zoning.** The Project will be zoned as specified in the Zoning Map,

upon annexation of the Property. Pursuant to the Zoning Map, areas within the Project that are classified as commercial will be zoned C-2 (60% FAR), and all other areas within the Project that are classified as residential will be zoned R-2-10 pursuant to the Preliminary PUD upon annexation of the Property.

5.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Master Developer intend that this MDA grant Master Developer all rights to develop the Project in accordance with the terms and conditions of this MDA and the Preliminary PUD. This MDA may modify, in certain respect, the operation of the Code and the City's Vested Laws pertaining to the Property, and to such an extent that the terms and conditions of the MDA conflict with the Code or the City's Vested Laws, this MDA shall be considered a land use application and an ordinance adopted by the City through its legislative power and operate as an amendment to any portion of the Code that is inconsistent with the terms and conditions of this MDA. The parties specifically intend that this MDA and the Preliminary PUD grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-9a-509 (2008). The rules, regulations and official policies applicable to and governing the development of the Property shall be the City's Vested Laws. Unless otherwise provided in, or amended by, this MDA, the City's Future Laws shall not be applicable to or govern the development of the Property except as provided in Section 5.2.1 below.

5.2.1. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 5.2 are subject to only the following exceptions:

5.2.1.1. *Election to Use City's Future Laws.* If a Master Developer, assignees of Master Developer and/or Subdevelopers elect to be governed by City's Future Laws instead of the City's Vested Laws, the Master Developer, assignees of Master Developer and/or Subdevelopers will so notify the City in writing. The Master Developer, assignees of Master Developer and/or Subdevelopers and the City will enter into an acknowledgment, which will be recorded, that the City's Future Laws will govern the development of the applicable Subdivision(s) that exceed twenty (20) units, and the City's Future Laws will govern that particular Development Application and the Subdivision; provided, however, the City's Vested Laws shall continue to

govern the remainder of the Property and other Subdivisions and any other Development Applications;

5.2.1.2. *Compliance with State and Federal Laws.* City's Future Laws that are generally applicable to all properties in the City and to the extent such modifications are required to comply with County, State and Federal laws and regulations affecting the Project;

5.2.1.3. *Safety Code Updates.* City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or fire or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare and not arbitrarily imposed;

5.2.1.4. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

5.2.1.5. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law, but not exceeding the fees set forth on the schedule attached hereto and incorporate herein as Exhibit I;

5.2.1.6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. §10-9a-509(1)(a)(i) (2008); or

5.2.1.7. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected, subject to the terms and conditions of this MDA. Any Impact Fee imposed upon Master Developer or any Subdevelopers will not exceed the uniformly assessed individual impact fee applied toward all developments within the service area where the Property is located, and the collective Impact Fees imposed upon Master Developer or any

Subdevelopers will not exceed the aggregate impact fees set forth in the Fee Schedule attached hereto as Exhibit I. Subject to the terms and conditions contained herein, Master Developer and Subdeveloper agree that the impact fees imposed on the Master Developer by the City meet all requirements of the law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 et seq. or any successor statute, except Developer and/or Subdeveloper shall have the right to perform a study of the impact fees charged to Master Developer or a Subdeveloper in accordance with Utah Code Ann. Section 11-36a-402(1) (d), or any successor statute. If the Utah Code Ann. Section 11-36a-402(1)(d) study concerning the developable property (i.e., excluding the Regional Open Space) within the Property shows that the proposed impact fee is disproportional or should be lower in accordance with applicable law, Master Developer and/or Subdeveloper shall pay the lower impact fee based upon the impact fee study in accordance with applicable law.

In all events, the City shall not impose upon the Property any regulations or fees that are more expensive, restrictive, burdensome, or onerous than those imposed generally on all real property throughout the City or in violation of the terms of this MDA. Subject to the terms and conditions of this Section and this MDA, Master Developer waives any claims regarding the City's administrative actions regarding the creation of the Impact Fees. Nothing herein shall prevent the City from imposing an impact fee in any amount against any property or person located outside of the Property

5.3. **Legislative Action.** The City has passed the General Plan Ordinance. Concurrently with annexation of the Property into the City in accordance with the Annexation Agreement, the Council, as material consideration for the annexation of the Property into the City, the City and Council has complied with any and all requirements under this MDA and has taken all actions required or advisable to adopt:

(a) the Zoning and Vesting Ordinance;

(b) the Preliminary PUD;

(c) the PUD Ordinance; and

(d) the MDA Ordinance.

The City represents, acknowledges, and agrees that this MDA modifies certain provisions of the Code and the City's Vested Laws. In as much as any provision of this MDA conflicts with any provision of the Code, the terms and conditions of this MDA will control and govern and the

provisions of the Code shall be deemed modified and/or supplemented by this MDA pertaining to the Property. This MDA is an ordinance modifying any conflicting provisions of the Code. Without limiting the foregoing, attached hereto as Exhibit P is a summary of the some of the provisions of the Code that are modified by this MDA. To the extent amended, these ordinances shall be amended solely for this Property.

If the City fails to adopt any of the Ordinances upon terms and conditions acceptable to Master Developer, Master Developer may elect to withdraw its application for annexation. After the Effective Date, the Master Developer may request the City to take further actions to effectuate the intent of the parties and ratify or reaffirm any of the Ordinances. In addition, the City, without a request by Master Developer, may elect to ratify or reaffirm one or more of the Ordinances. If the Master Developer requests that the City ratify or reaffirm any Ordinance, the City agrees to ratify or reaffirm such Ordinance at the next earliest necessary Planning Commission and/or City Council meetings. In the event the City ratifies or reaffirms any of the Ordinances after the date hereof, the City agrees that the ratification shall merely be the ratification of the Ordinances and shall not include any modification or supplementation to any of the Ordinances. If the City elects to ratify or reaffirm any of the Ordinances, such ratification shall occur at the earliest practicable meeting following the Effective Date, but not later than September 1, 2014.

The City acknowledges and agrees that the Ordinances and the terms and conditions of this MDA represent material consideration for Master Developer to annex the Property into the City. In the event any Ordinance or any term or condition of this MDA is illegal, unconstitutional, invalid, or not enforceable, the parties shall cooperate to amend the MDA to resolve the issue in a mutually agreeable manner that is consistent with the terms and intent of this MDA. If after reasonable efforts have been made by both parties to resolve these issues and they remain unresolved, Master Developer shall have the right to de-annex the Property from the City.

5.4. **Term of MDA.** The term of this MDA shall expire upon the earlier of Buildout or the date that is thirty (30) years after the Effective Date.

6. Approval Processes and Modification of MDA.

6.1. Approval Processes for Development Applications.

6.1.1. Phasing. The City acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit a

single or multiple Development Applications from time to time to develop and/or construct all or portions of the Project in one or multiple phases. Any phase of the Project may be developed independently of other phases. The City shall not require any sequencing of phases within the Project.

6.1.2. Processing Under City's Vested Laws. Approval processes for Development Applications shall be as provided in the City's Vested Laws except as otherwise provided in this MDA. Development Applications shall be approved by the City if they comply with the City's Vested Laws and conform to this MDA and the Preliminary PUD.

6.1.3. City's Cooperation in Processing Development Applications. The City shall cooperate reasonably in promptly and fairly processing Development Applications.

6.2. **Administrative Actions**.

6.2.1. Administrative Actions Defined. Aspects of a Development Application may be approved by an Administrative Action. An Administrative Action involves approval of aspects of a Development Application by the City staff and/or the Administrator and is not an Administrative Modification, which concerns the modification of aspects of this MDA. Administrative Actions with regard to Development Applications means the following, which shall be subject only to the approval process more fully set forth below in this Section 6.2:

(i) the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,

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

(iii) minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose (including, without limitation, the Development Standards) and waivers of the Development Standards, and

(iv) the issuance of building permits.

6.2.2. Information Contained in a Development Application for an Administrative Action. Except to the extent not required by any other terms of this MDA, any Development Application subject to approval by Administrative Action shall contain (i) the information required in the Development Standards for the specific approval, consent, and/or permit requested in the applicable Development Application, or (ii) in the event the Development Standards

do not address such specific approval, consent, and/or permit requested in the applicable Development Application, the information normally required by the City staff for the issuance of such specific approval, consent, and/or permit requested, in accordance with the City's Vested Laws.

6.2.3. Administrator Review. Administrative Actions shall require only the approval of the Administrator (with the review of the City's staff as requested by the Administrator), and the Administrator shall not seek or condition the Administrator's approval upon: (i) approval of the Council, (ii) approval of the Planning Commission, (iii) approval of the City Manager, or (iv) notice of or participation in any public meeting, hearing or forum. Upon approval by the Administrator, any Administrative Action shall be deemed and considered fully approved in all respects.

6.2.4. Development Standards. The Development Standards outlines the general approval procedure for different activities along with the general requirements and standards that may be applicable to certain improvements and types of developments. Pursuant to Section 1 of the Development Standards, steps related to the City's approval procedure as outlined in the Development Standards may be combined, added, replaced or eliminated as deemed necessary by the City. This MDA is a contract between Master Developer and the City that will inure to the benefit of the Property and the owners thereof whereby the City agrees that any approval procedures and processes contained in this MDA shall supersede and replace the Development Standards. The City hereby agrees as follows:

(a) Subdivision approval shall last for a period of five (5) years after receiving Planning Commission approval, with one (1) two year extension automatically provided upon request by Master Developer or a Subdeveloper.

(b) As part of the Preliminary PUD approval process (including application for the Preliminary PUD and the conditional use permit), Master Developer shall not be obligated to provide any improvement plans as required in Sections 2.01.01 and 2.01.04 of the Development Standards. Inasmuch as the Property may be developed in phases, when Master Developer or Subdeveloper seeks final PUD approval for a phase of the Property, Master Developer or Subdeveloper will submit the improvement plans for that phase of the Property. Improvement plans will not be required for the entire Property or for any portion of the Property not included within the phase of the Property that is the subject of the application.

(c) Pursuant to the terms and conditions of this MDA, the City has agreed to be responsible for portions of the Backbone Infrastructure identified as City Infrastructure.

(d) Any references to "developer" in the Development Standards shall mean Master Developer, its assigns, or the Subdeveloper that actually develops a Subdivision within the Property and submits a Development Application. If a Subdeveloper submits a Development Application and develops a Subdivision, the Master Developer shall not be deemed the "developer" related to that Subdivision.

(e) Inasmuch as the City is responsible to install the Traffic Signage, Striping and Control Improvements associated with the Backbone Infrastructure, Master Developer and/or Subdeveloper shall not be obligated to pay any sign fee as set forth in the Development Standards related to such improvements and infrastructure. Notwithstanding the above, Master Developer and/or Subdeveloper shall pay a sign fee related to any roads located within the interior of the Property that are part of the On-Site Improvements.

(f) Although Master Developer and/or Subdeveloper are required to install and construct the Street Lighting Improvements, the parties acknowledge that pursuant to the Development Standards the City is required to purchase the pole, the head, and the base of street lights within the City. In lieu of purchasing these elements directly, Master Developer and/or Subdeveloper shall pay the City a street lighting fee, which shall be used by the City to purchase these elements. The City agrees that the street lighting fees paid by Master Developer and/or Subdeveloper or that are derived from the Property shall be solely used for the purchase of the street lighting elements used on the Property.

(g) Notwithstanding anything in the Development Standards to the contrary, in the event a detention basin or facility is required within the Property, such detention basin or facility may be located within the Open Space dedicated to the City by Master Developer and/or Subdeveloper, at the Master Developer and/or Subdeveloper's discretion, and the detention facility shall be deemed a public detention facility and maintained by the City; provided, however, a Development Application may provide for privately owned detention basins located on a privately owned parcel, which detention basin will be privately owned and maintained.

6.2.5. City Approval or Denial of a Development Application. Development Applications subject only to Administrative Action shall be unconditionally approved by the

Administrator if (i) such Development Application substantially complies with the terms of this MDA and the Development Approvals to the extent related to terms or conditions set forth in this MDA, or (ii) such Development Application substantially complies with the City's Vested Laws. The Administrator's review of all Development Applications subject to approval by Administrative Actions shall be limited to material differences and/or inconsistencies between the information and/or documentation submitted and the materials, and information and/or documentation described in subsections (i) and (ii) of the preceding sentence. If the Administrator denies a Development Application subject only to Administrative Action, the Administrator shall provide a written determination advising the Applicant of detailed reasons for Denial, including all specific items of non-compliance with subsections (i) and (ii) above.

6.2.6. Re-submittal of Development Applications. If the Administrator has previously denied a Development Application subject only to Administrative Action, then the Administrator shall promptly complete its review of any re-submittal (which may include redlines) of a Development Application. No additional fees will be required from the Applicant in connection with any re-submittal or redlines. To the extent Applicant has changed the Development Application to (a) substantially comply with this MDA or the City's Vested Laws or (b) substantially conform to the Development Standards, then the re-submittal or redline shall be approved by the Administrator. Developer shall only be required to re-submit, and the Administrator shall only review, the portions of the Development Application which related to the Denial by the Administrator as set forth in the Administrator's written response described in Section 6.2.5 above. All other portions of the Development Application that were not addressed specifically in such written response by the Administrator shall be deemed and considered previously approved. If the City again denies the re-submitted Development Application or redline subject only to Administrative Action, then the City shall meet with the Applicant as promptly as possible to discuss same. Applicant shall have the right to treat such Denial as a "final action of the City" and immediately appeal as appropriate.

6.3. **Material Actions.**

6.3.1. Material Actions Defined. Except with respect to the listed Administrative Actions described in Section 6.2.1 above, all other reviews, actions, approvals, and/or consents with respect to a Development Application concerning a portion of the Property shall be deemed and considered Material Actions and shall be processed in accordance with the City's

Vested Laws, this MDA and the Development Standards.

6.3.2. Information Contained in a Development Application Requiring Material Action. Except to the extent not required by any other terms of this MDA, any Development Application requiring Material Action shall contain (i) the information required in the Development Standards for the specific approval, consent, and/or permit requested in the applicable Development Application, or (ii) in the event the Development Standards do not address such specific approval, consent, and/or permit requested in the applicable Development Application, the information normally required by the City under the City's Vested Laws for the issuance of such specific approval, consent, and/or permit requested.

6.4. **General Provisions Regarding All Development Applications and Approvals.**

6.4.1. Application Fees. Due to the City's understanding of the Property, the City has agreed (i) to allow Master Developer and/or Subdevelopers to obtain approvals for development of the Project in accordance with the processes and procedures set forth in Section 6, (ii) to deem satisfied certain requirements for the Master Developer and/or Subdeveloper's to provide certain information and/or documentation to the City under the City's Vested Laws, and (iii) to grant Master Developer's and/or Subdeveloper's requested reviews and approvals of all Development Applications without the imposition of any charges or fees to Master Developer and/or Subdevelopers in addition to those provided generally for review under the City's fee schedule in effect at the time of the application subject to the terms and conditions of this MDA while recognizing that (except as otherwise specifically provided herein) a complete application will still be required for all Development Applications.

6.4.2. No Construction Without Approval. No improvements shall be constructed within any Parcel without Master Developer and/or Subdevelopers first obtaining approval of the Development Application for such Parcel from the City. Upon approval by the City of any Development Application, the Parcel related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application, which shall be issued in accordance with the terms and conditions of this MDA.

6.4.3. Standard Review Fees. Except as otherwise provided in Section 4 of

this MDA, Developer shall only have the obligation to pay the standard fees applicable with respect to any submittal of a Development Application under the City's fee schedule in effect at the time of the application subject to the terms and conditions of this MDA.

6.4.4. Processing of Development Applications. The City shall cooperate reasonably and in good faith in promptly and fairly processing and reviewing all Development Applications. During each application process, the City shall keep the Applicant informed of the status of the applicable Development Application. Attached hereto as Exhibit K is the General Review Process for certain approvals related to this MDA. The City agrees to exercise good faith efforts to follow the General Review Processes and meet all timelines set forth therein. If Master Developer and/or Subdeveloper determines the City has not met all of the processes and timelines set forth in the General Review Processes, then, among other remedies, Master Developer and/or Subdeveloper shall have the right to request a decision under Utah Code Ann. Section 10-9a-509.5.

6.4.5. Additional Terms, Provisions and Conditions Related to Development Applications. Notwithstanding any language to the contrary herein or in the City's Vested Laws and/or City's Future Laws, the parties hereby agree that the following terms, provisions and conditions shall apply with respect to Development Application submissions and reviews:

(i) After receipt of any preliminary plat approval, no Final Plat approval shall be Denied or delayed if the Development Application for such Final Plat substantially complies in all respects with the conditions of the approved Preliminary Plat;

(ii) All preliminary plat approvals shall be effective for two (2) years or longer if provided for in the City's Vested Laws or City's Future Laws. Master Developer and/or Subdeveloper shall have a one-time right to extend any preliminary plat approval for a two year period or longer if provided for in the City's Vested Laws or City's Future Laws. Final Plat approvals granted to Master Developer and/or Subdeveloper shall be valid, effective, and fully vested upon recordation of the Final Plat. If a development is proposed to be completed in phases, filing of a Final Plat for one phase shall extend the then existing expiration date of the preliminary plat approval for all additional phases for an additional period of two years from the existing expiration date or longer if provided for in the City's Vested Laws or City's Future Laws.

(iii) In reviewing Development Applications pertaining to the Property, the Project Guidelines shall govern such review. In the event of any conflict between the

Project Guidelines and the City's Vested Laws, the City's Future Laws, or the Development Standards, the Project Guidelines shall control.

6.4.6. Request for City Council Review. For those Development Applications that require Council review, Master Developer and/or Subdeveloper shall have the right to seek review of special circumstances in the Development Application with City staff in order to help the City and Master Developer and/or Subdeveloper resolve issues at a preliminary stage. The City agrees to expedite any such review. If the issue cannot be resolved without Council review and approval, upon receipt of a request by Developer to City in writing, the issue shall be placed on the agenda for the next available Council meeting.

6.5. **Outsourcing of Processing of Development Applications.** Within ten (10) business days after receipt of a Development Application, upon the request of either party, the parties will confer and determine whether the City and/or Master Developer or a Subdeveloper wishes the City to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If either party determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated cost of Outsourcing in the manner selected by the City in good faith consultation with Master Developer (either overtime to City employees or the hiring of a City Consultant). If Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then Master Developer or Subdeveloper shall deposit in advance with the City the estimated cost and the City shall then promptly proceed with the Outsourced work. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or the Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated cost deposited for the Outsourcing and the actual cost.

6.6. **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. The Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the

requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

6.7. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. A Development Application so signed, endorsed, certified or stamped shall be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the City or any other agency of the City. It is not the intent of this Section to preclude the normal process of the City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed. The City may not impose any duties, obligations, or responsibilities on Master Developer and/or Subdeveloper inconsistent with the terms and conditions of the City's Vested Laws and this MDAs.

6.8. **Expert Review of Certifications Required for Development Applications.** If the City, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by City Consultants, the City shall bear the costs of such review if the City Consultants determine that the Applicant's expert certification was materially correct. If the City Consultants determine that the certification in the Development Application was materially incorrect, then Applicant will pay the reasonable and actual costs of the City Consultants' incurred to review the certification contained in the Development Application.

6.8.1. Selection of City Consultants for Review of Certifications Required for Development Applications. The City Consultant undertaking any review by the City required or permitted by this MDA or the City's Vested Laws shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified

proposers any of such proposed consultants. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

6.9. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application, including, but not limited to, structures, bridges, water tanks, "threatened and endangered species" and other similar matters which are required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 6.5 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 6.5 with the actual and reasonable costs being the responsibility of Applicant. If the City requires any review that is not required by the City's Vested Laws, the City shall be responsible for the cost of such reviews.

6.10. **City Denial of a Development Application.** City acknowledges and agrees that the City is responsible to perform certain obligations and to pay costs associated with the Backbone Infrastructure as identified on Exhibit F. The City cannot use the Development Application process to impose upon the Master Developer and/or Subdeveloper greater obligations than agreed to in this MDA or to avoid the City's responsibilities, obligations, or costs as set forth in this MDA, and the City cannot Deny or condition approval of a Development Application to impose upon Master Developer or Subdeveloper any obligation or cost assumed by the City in this MDA. If the City denies a Development Application, the City shall provide a written determination advising the Applicant of the reasons for Denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Preliminary PUD and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.11. **Meet and Confer Regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial.

6.12. **City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's Denial of a Development Application is based on a Denial by a Non-City Agency, Master Developer or Subdeveloper shall appeal any such Denial through the

appropriate procedures for such a decision and not through the processes specified below.

6.13. **Mediation of Development Application Denials.**

6.13.1. Issues Subject to Mediation. Except as provided in Section 6.14.1, all issues resulting from the City's Denial of a Development Application shall be mediated.

6.13.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall equally share the fees of the chosen mediator. Within ten (10) business days after the selection of the chosen mediator, each party shall provide to the chosen mediator and the other party a position paper setting forth their position, along with any relevant fact and circumstances. The chosen mediator shall, within fourteen (14) calendar days, review the positions of the parties regarding the mediation issue and schedule a mediation. The parties agree to act in good faith and participate in the mediation process in order to reach a resolution of the dispute.

6.14. **Arbitration of Development Application Objections.**

6.14.1. Issues Subject to Arbitration. Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration. The failure of a Development Application to comply with an applicable Federal, State or City Vested Law (or, if applicable, a City Future Law) or the failure of the City to design, install or construct any City Infrastructure is not an issue subject to arbitration. In such an event, and notwithstanding anything herein to the contrary, Master Developer and/or any Subdeveloper or Applicant shall have all rights and remedies available under applicable law to appeal such decision.

6.14.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.13.

6.14.3. Arbitration Process. In connection with all issues described in Section 6.14.1, and issues not resolved through mediation, , the parties shall within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business

days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator, which shall be an expert in the professional discipline of the issue in question. Applicant and the City shall equally share the fees of the chosen arbitrator. The arbitration shall be performed in accordance with the most recently enacted American Arbitration Association Commercial Arbitration Rules and Procedures provided that within thirty (30) days after selection of the arbitrator the parties shall submit to the arbitrator a statement of their respective positions. Upon mutual agreement of the parties, they may modify the rules and procedures pertaining to the arbitration. The chosen arbitrator shall within fifteen (15) business days after receipt of the position statements, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator shall order the City to pay the arbitrator's fees. If the arbitrator determines as a part of the decision that the Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator shall order the Applicant to pay the arbitrator's fees. The parties agree that they will faithfully observe this MDA and the arbitration rules, that they will abide by and perform any decision rendered by the arbitrator, and that a judgment of any court having jurisdiction may be entered on the decision.

6.15. **Parcel Sales.** Master Developer and/or Subdevelopers may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to provide any site plans, building elevations, and Development Applications or to complete or provide security for any On-Site Infrastructure or Off-Site Infrastructure at the time of such Subdivision. The responsibility for completing and providing any Development Application and the obligation for completion (including providing any security associated therewith) of any On-Site Infrastructure or Off-Site Infrastructure in the Parcel shall be that of the Master Developer and/or Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots or upon submittal of a Development Application.

6.16. **Modifications to this MDA**. It is acknowledged and agreed that Development Applications as addressed above will be subject to this MDA and not require a

modification to this MDA. However, on occasion there may be a need to amend portions of this MDA to accommodate a Development Application. In addition, Master Developer may elect to amend, modify, or supplement this MDA unrelated to any Development Application. Any amendment, modification, or supplement to this MDA must be in writing and approved by the City and Master Developer and its assigns as provided herein. Only Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit an application to modify the MDA. If a Subdeveloper desires to modify the MDA as part of a Development Application, the Subdeveloper must obtain the Master Developer's approval to such modification. Notwithstanding the foregoing, the parties may mutually determine to waive one or more provisions hereof as such provisions relate to a particular Development Application, without formally amending the MDA.

6.16.1. Administrative Modifications. The Administrator may approve without approval by the Council any modifications of Infrastructure Plans, the CC&Rs, the Project Guidelines, and any part of the Backbone Infrastructure for the Project that do not materially change the functionality of the Backbone Infrastructure and so long as the modifications are based upon sound engineering. Applications for Administrative Modifications shall be filed with the Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any proposed Administrative Modification, the Administrator may require the Administrative Modification to be processed as a Planning Commission Modification or a Council Modification. The Administrator shall consider and decide upon the Administrative Modification within a reasonable time, which shall in no case be longer than fourteen (14) calendar days. If the Administrator approves any Administrative Modification, the Administrative Modification by the Administrator shall be conclusively deemed binding on the City. If the Administrator denies any proposed Administrative Modification, the Master Developer may process the proposed Administrative Amendment as a Planning Commission Modification or a Council Modification, as applicable.

6.16.2. Planning Commission Modifications. The Planning Commission may approve without approval by the Council any modifications of Design Guidelines. Applications for Planning Commission Modifications shall be filed with the Planning Commission. If the Planning Commission determines for any reason that it would be inappropriate for the Planning Commission

to determine any proposed Planning Commission Modification, the Planning Commission may require the Planning Commission Modification to be processed as a Council Modification. The Planning Commission shall consider and decide upon the Planning Commission Modification within a reasonable time, which shall in no case be longer than the second Planning Commission meeting after the filing of the request for the Planning Commission Modification. If the Planning Commission approves any Planning Commission Modification., the Planning Commission Modification shall be conclusively deemed binding on the City. If the Planning Commission denies any proposed Planning Commission Modification, Master Developer may process the proposed Planning Commission Amendment as a Council Modification.

6.16.3. Council Modifications. The Council may approve any amendments, modifications, or supplements to this MDA that are not Administrative Modifications or Planning Commission Modifications. Applications for Council Modifications shall be filed with the City staff. The Council shall consider and decide upon the Council Modification within a reasonable time, which shall in no case be longer than the second Council meeting after the filing of the request for the Council Modification. If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this MDA, the Preliminary PUD and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.16.4. Contents of Modification Applications. All Modification Applications shall:

(a) Identify the property or properties affected by the Modification Application.

(b) Describe the effect of the Modification Application on the affected portions of the Project.

(c) Identify any Non-City Agencies potentially having jurisdiction over the Modification Application.

(d) Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and Density of all such properties.

(e) Be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

6.16.5. Resolution of Objections/Denial of Modification Applications. The City shall reasonably cooperate in promptly and fairly processing any Modification Applications. The Council and Master Developer and/or Subdeveloper shall meet within ten (10) calendar days of any objection to resolve the issues presented by a Modification Application and any of the Council's objections. If the Council and Master Developer are unable to resolve a dispute regarding a Modification Application, the parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the parties are unable to agree on a single acceptable mediator, they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer and City shall equally share the fees of the chosen mediator. Within ten (10) days after the selection of the chosen mediator, the parties shall provide to the chosen mediator and the other party a position paper setting forth their position, along with any relevant fact and circumstances. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and schedule a mediation. The parties agree to act in good faith and participate in the mediation process in order to reach a resolution to the dispute.

7. **Open Space .**

7.1. **Conveyance of Regional Open Space**. Within thirty (30) days after the later to occur of: (a) the Effective Date, (b) ratification/reaffirmation and effectiveness of the Ordinances, and (c) the annexation of the Property by SVSD and JVWCD, Master Developer agrees to convey to the City the Regional Open Space. The location of the Regional Open Space is depicted on the Preliminary PUD plan; provided that the exact location and description of the Regional Open Space may be relocated and/or reconfigured as mutually agreed upon by the Master Developer and the City. If Master Developer or a Subdeveloper, in their sole and absolute discretion, donate any property that will be used as Open Space associated with any school, the Master Developer and/or Subdeveloper may elect to have the acreage of the Open Space so donated deducted from the acreage of the Regional Open Space that will be donated to the City. Master Developer and/or a Subdeveloper shall not be required to donate any property to a school district or other entity for use as a school.

7.2. **Creation of Additional Open Space.** In addition to the Regional Open Space to be dedicated above, when Development Applications are submitted, the Master Developer and/or Subdeveloper will designate any additional Open Space that will be conveyed or dedicated associated with the Development Application and the Parcel subject to the Development Application. Master Developer and/or a Subdeveloper shall not be required to provide or dedicate more Open Space than what is required by the Vested City's Laws (i.e., 20% of the area within the PUD). The parties intend that the creation of Open Space (taking into account the Regional Open Space) will generally maintain a pro rata relationship between the amount of land being developed with a Development Application and the total acreage designated for Open Space as established in the Preliminary PUD. The City acknowledges that it may not be in the interest of either the City, Master Developer, assignees of Master Developer or Subdevelopers to always dedicate Open Space on such a basis that may result in constructing and/or designating incremental, small, unusable parcels of land. Therefore, each Development Application approval shall provide for the designation of Open Space in such amounts as are determined to be appropriate considering the factors specified below. The Open Space designated in Development Applications may include the Regional Open Space. Any Denial by the City based on the amount or location of Open Space shall be subject to the mediation and arbitration provisions of Sections 6.13 and 6.14. The factors to be evaluated are: (a) the previously dedicated Regional Open Space; (b) the amounts and types of Open Space provided on the portions of the Project previously developed; (c) the amounts and types of Open Space remaining to be designated and/or constructed on the portions of the Project remaining to be developed; and (d) the amount and nature of the land and the types land uses proposed by the Development Application. Upon approval of a Development Application containing a designation of Open Space (other than the Regional Open Space to be dedicated by the Master Developer), Master Developer and/or Subdeveloper at any time thereafter may dedicate the designated area comprising such additional Open Space to the City. Notwithstanding the above, such additional Open Space may be owned or controlled by a HOA or a private party. In the event any portion of such additional Open Space is to be privately owned and/or managed by an HOA, such areas shall not be dedicated or conveyed to the City.

7.3. **Dedication/Conveyance of Open Space.** Master Developer and/or a Subdeveloper shall dedicate to the City any Local Parks, Neighborhood Parks, Community Parks,

and other portions of Open Space to be dedicated to the City as provided herein by Special Warranty Deed, subject to all matters of record; provided, however, that title will be conveyed free and clear of any (a) financial encumbrance or (b) other encumbrance (including easements) that materially and adversely interferes with the use of the property for Open Space. The dedication of any Open Space location within a Subdivision shall occur immediately following the recordation of the Subdivision plat. To the extent practicable, the Open Space will be designed whereby utilities and easements will be located on the periphery of the Open Space. To the extent that Master Developer and/or Subdeveloper believes it is not practicable to locate an easement or utility on the periphery of the Open Space, Master Developer and/or Subdeveloper may reserve unto itself an easement over the Open Space for such easement(s) in a location mutually agreed upon by the Master Developer and/or Subdeveloper and the City; provided that the location of utilities and the easement shall be located in a manner to allow the City and/or Salt Lake County to improve the Open Space with buildings and structures servicing a Regional Park and in a location reasonably agreed upon by the Master Developer and the City. Upon mutual agreement as to the location of an easement, Master Developer and/or Subdeveloper may record a document indicating the location of such easement. In addition, Master Developer may reserve an easement over such Open Space for access, soil storage, and construction staging related to the development of the Project, which easement shall be vacated upon the improvement of the Open Space.

7.4. **Relationship Between Development and Construction of Open Space, Local Parks, Neighborhood Parks, Community Parks, and Trails.** Unless otherwise agreed to in writing, construction of any Local Park, Neighborhood Park, or Community Park, which is part of any Subdivision or Commercial Site Plan and which is part of the Open Space designation for the Development Application related to such Subdivision or Commercial Site Plan shall be Substantially Completed prior to issuance of (a) sixty-percent (60%) of the building permits for the Subdivision, or (b) issuance of the certificate of occupancy for one-half of the improvements for the Commercial Site, as the case may be. This requirement for substantial completion shall not apply to any elements of any Open Space, Local Parks, or Neighborhood Parks, Community Parks, the completion of which are weather dependent (e.g., landscaping that cannot be installed in winter). These weather dependent items shall be installed and Substantially Completed as soon as practicable based upon the weather. If they are not completed after it is practicable to complete such items, then no further

building permits shall be issued for the Subdivision subject to the particular Development Application until they are Substantially Completed or until Master Developer and/or Subdeveloper enters into a contract with a contractor requiring contractor to initiate and promptly complete such improvements or Master Developer and/or Subdeveloper has provided funds or other security sufficient to cover the costs of the improvements. The requirements in this Section 7.4 shall not apply to the installation of any Open Space, Local Parks, Neighborhood Parks, Community Parks, and/or Trails that (a) are not part of the same Development Application that includes the dedication of Open Space, or (b) are intended to service the entire Project or a portion of the community located outside of the Property, or (c) are part of any Regional Park.

7.5. **Park Impact Fees.** The City shall include the Open Space to be developed pursuant to the Preliminary PUD within the Impact Fee Facility Plan (IFFP) pertaining to the Property, which will assume that the Open Space will be improved with Neighborhood Parks, Community Parks, Regional Parks, and Trails. Any and all park and recreation impact fees collected within the Property shall be set aside and exclusively used for the improvement and development of the Open Space, Neighborhood Parks, Community Parks, Regional Parks, and Trails located on the Property, including the Neighborhood Parks and Community Parks located within a Parcel. The impact fees shall be allocated as follows: (a) seventy percent (70%) of the impact fees will be allocated to the Regional Park located on the Property, and (b) thirty percent (30%) of the impact fees will be allocated to Open Space, Neighborhood Parks, Community Parks and Trails located within the Property. Notwithstanding the above, impact fees will not be allocated to Local Parks that are not System Improvements.

7.6. **Reimbursement of Open Space Improvements.** In the event Master Developer or a Subdeveloper installs any Open Space, Neighborhood Parks, Community Parks, Regional Parks, and/or Trails located within the Project that are included in the Park Impact Fee Facility Plan, the City shall reimburse the Master Developer and/or Subdeveloper for the costs (including Soft Costs and Hard Costs) associated with the design and installation of Open Space, Neighborhood Parks, Community Parks, or Trails pursuant to the terms and conditions of a Reimbursement Agreement entered into between the City and the Master Developer and/or Subdeveloper, which Reimbursement Agreement shall be substantially similar to the Reimbursement Agreement attached hereto and incorporated herein as Exhibit J. The City hereby agrees that the

Neighborhood Parks, Community Parks, and/or Trails will be included within the Impact Fee Facility Plan and will be subject to reimbursement.

7.7. **Maintenance of Open Space, Local Parks, Neighborhood Parks, Community Parks, Regional Parks, and Trails.** The City shall be responsible for maintaining the Open Space, Local Parks, Neighborhood Parks, Community Parks, Regional Parks, and/or Trails after final inspection and acceptance of the improvements by the City. If the Open Space, Local Parks, Neighborhood Parks, Community Parks, and/or Trails are owned by or dedicated to an entity other than the City then the owner/recipient of the dedication shall maintain the Open Space, Local Parks, Neighborhood Parks, Community Parks, and/or Trails consistent with City standards. Notwithstanding the above, in the event Master Developer or a Subdeveloper installs any Open Space, Local Parks, Neighborhood Parks, Community Parks, Regional Parks, and/or Trails and such Open Space, Local Parks, Neighborhood Parks, Community Parks, Regional Parks, and/or Trails are dedicated or conveyed to the City, the Master Developer or the Subdeveloper will provide the City with a warranty from the contractor that the improvements are free from defects for a period of one (1) year after all of the improvements have been installed and finally accepted by the City. The cost of the warranty shall be deemed part of the Hard Costs associated with the installation of the Open Space, Local Parks, Neighborhood Parks, Community Parks, Regional Parks, and/or Trails.

7.8. **Regional Recreation Improvements.** As an inducement for the Master Developer to dedicate the Regional Open Space to the City as provided herein, the City shall within thirty (30) days after the Effective Date and conveyance of the Regional Open Space to the City, (i) commence to perform its obligations related to the Backbone Infrastructure for the Phase 1 Improvements as set forth in Exhibit E, (ii) design and improve the Regional Open Space as a Regional Park in accordance with plans that are mutually reasonably acceptable to Master Developer and the City and consistent with the nature of the adjacent developments, and (iii) commence to use good faith efforts to have Salt Lake County place a regional recreational facility (such as an ice skating complex) on the Regional Open Space as part of the Regional Park. If the following events do not occur on or before the date specified and/or if Salt Lake County decides not to place the regional recreational facility on the Property, the City shall improve the entire Regional Open Space as a Regional Park: (a) the Regional Open Space will be added to the Salt Lake County's revised Park Master Plan before the earlier of: (a) the date the Park Master Plan is produced and approved, or (b)

June 30, 2015; (b) the voters in Salt Lake County must reauthorize the ZAP (zoo, arts, and parks) tax before December 31, 2015; and (c) Salt Lake County will commence construction of the regional recreational facility on or before December 31, 2018. The City covenants that it will expend at least Two Million Dollars ($2,000,000) to design and install the improvements to the Regional Park located on the Regional Open Space (regardless of whether the regional recreational facility) is placed on the property.

The City, at its sole cost and expense (subject to contribution from Salt Lake County related to the regional recreational facility) agrees to improve the Regional Open Space as a Regional Park pursuant to the terms of this MDA. If Salt Lake County decides to place the regional recreational facility on the Property, the City will use good faith and diligent efforts to have Salt Lake County expend at least Eight Million Dollars ($8,000,000) in addition to the Two Million Dollars ($2,000,000) mentioned above and any park and recreation impact fees toward the design, construction and installation of the regional recreational facility and associated improvements toward the Regional Open Space/Regional Park. If Salt Lake County elects not to expend at least Eight Million Dollars ($8,000,000) toward the Regional Open Space/Regional Park, Master Developer and the City will mutually agree upon the design of and improvements to the Regional Open Space/Regional Park.

If any the City improves any Open Space, Local Parks, Neighborhood Parks, Community Parks, or Regional Parks located on the Property and the Open Space, Local Parks, Neighborhood Parks, Community Parks, and Regional Parks are used for organized sporting events, such as baseball games, soccer games, ice skating, hockey, or other organized sports, as part of the improvement of the Open Space, Local Parks, Neighborhood Parks, Community Parks, or Regional Parks, the City shall design and improve the Open Space to include sufficient parking to handle the peak parking demands from the activities planned on such Open Space with a traffic flow plan to accommodate the vehicular traffic. If the Regional Open Space is used for organized sporting events, 6400 West Street shall be designed and constructed with sufficiently wide shoulders to allow for vehicular parking on the shoulders and any and all entrances and exits to parking facilities servicing the Open Space shall be from 6400 West Street and not from any streets located within any community located on the Property. Master Developer and/or a Subdeveloper may have pedestrian access to any and all Open Space located on the Property so that there is pedestrian inter-connectivity within the Project. Since inter-connectivity may encourage patrons of the parks and

Open Space to park vehicles on residential streets within the Project, at the request by a homeowners association the City agrees to prohibit on-street parking on designated residential streets within a particular neighborhood within the Project.

7.9. **Public/Quasi-Public Purposes.** Master Developer shall not lose any Density from the Maximum Residential Units in the event any portion of the Property is used for Open Space, Local Parks, Neighborhood Parks, Community Parks, Trails, or used for a quasi-public use. Instead, the Density allocated to such Area shall be used in any other portion of that Area pursuant to the Preliminary PUD and the terms of this MDA.

7.10. **Tax Benefits.** The City acknowledges that Master Developer and/or a Subdeveloper may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or Trails to the City or to a charitable organization. Master Developer and/or Subdeveloper shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer and/or Subdeveloper by reason of the foregoing. The City shall reasonably cooperate with Master Developer and/or Subdeveloper to the maximum extent allowable under law to allow Master Developer and/or Subdeveloper to take advantage of any such tax benefits. The City does not offer tax advice and the Master Developer and Subdeveloper shall rely on its own independent review and analysis of tax issues.

8. **Public Improvements.**

8.1. **Backbone Infrastructure.**

8.1.1. Acquisition of Rights-of-Way. Master Developer and/or the Subdeveloper will dedicate to the City the following property: (a) the full width of the northern portion of the right-of-way for 6400 West Street as shown on the Infrastructure Plan; (b) the western half of the southern portion of the right-of-way for 6400 West Street located within the boundaries of the Property (not to exceed forty (40) feet) as shown on the Infrastructure Plan; (c) the southern half of the right-of-way of 11800 South Street located within the boundaries of the Property (not to exceed sixty (60) feet less one-half of the existing road width plus any turn turn-in to accommodate a bus stop if required by the Utah Transit Authority); and (d) the full width of Herriman Parkway located within the boundaries of the Property (one hundred twenty (120) feet). The alignment of 11800 South Street, 6400 West Street, and Herriman Parkway will be consistent with the Transportation Master Plan. As a material covenant in this MDA, the City agrees to use good faith

and diligent efforts to obtain funds from the Wasatch Front Regional Council for the acquisition/purchase of the rights-of-way for 11800 South Street and Herriman Parkway located within the boundaries of the Property. The City agrees to prioritize the acquisition of such funds as follows: (1) right-of-way for the southern half of Herriman Parkway from its existing terminus at Mustang Trail Way to 6400 West, (2) right of way for Herriman Parkway from 6400 West to the western boundary of the Property, (3) right-of-way for 11800 South Street, and (4) 6400 West Street; provided that the City in its reasonable discretion may pursue the acquisition of funds for the above-referenced rights-of-way regardless of the priority stated herein based on the likelihood of acquisition of such funds. In the event the alignment for 11800 South Street or 6400 West Street deviates from such alignment whereby more of the property is required to be used for 11800 South Street or 6400 West Street, the City shall compensate the Master Developer for the additional land acquired for such rights-of-way and any incidental transportation improvements. The City will acquire the property/easement for the sewer line within the Herriman Parkway right-of-way from the terminus of Herriman Parkway at Mustang Trail Way to western boundary of the Property. The City will keep Master Developer and Subdeveloper regularly informed on the status of the acquisition of these rights-of-way and easements.

8.1.2. Design of Backbone Infrastructure. Subject to the specific obligations set forth in Exhibit F, the City generally will be responsible for the Street System Improvements, Traffic Signage, Striping and Controls, Storm Drain System Improvements, Culinary Water System Improvements, Secondary Water System Improvements, Sewer System Improvements, and the Master Developer and/or Subdeveloper will be responsible for the Irrigation and Landscaping System Improvements for the park strips, Street Light System Improvements, and Sidewalk Improvements. Exhibit F sets forth the parties' specific obligations related to the Backbone Infrastructure. The parties acknowledge that pursuant to the Transportation Master Plan, 11800 South Street will be improved as a major arterial with a right-of-way of 120 feet, 6400 South Street will be improved as a major collector with a right-of-way of 80 feet, and Herriman Parkway will be improved as a major arterial with a right of way of 120 feet; provided, however, the portion of Herriman Parkway from its existing terminus at Mustang Trail Way to 6400 West may be improved as a half-width with two lanes in each direction. Subject to the half-width improvement of 11800 South and Herriman Parkway as provided herein, the Backbone Infrastructure shall be designed consistent with the

Infrastructure Plans, the Transportation Master Plan, the standards set forth in the Development Standards, the terms and conditions of this MDA and with the utility lines complying with the standards of the applicable utility provider. Other than 11800 South Street (as to the southern portion) and Herriman Parkway (as to the southern portion) located between its existing terminus at Mustang Trail Lane and 6400 West Street, which shall be construed half width with at least one lane in each direction with a median, any road improvements that are part of the Backbone Infrastructure shall be constructed full width (curb to curb) in compliance with the Development Standards. 6400 West Street shall be designed and improved with a bridge over Midas Creek and the Midas Creek Trail. The Storm Drain System Improvements, Culinary Water System Improvements, Secondary Water System Improvements, and Sewer System Improvements shall be designed to accommodate the Maximum Density and the development of the Property consistent with the Preliminary PUD and any additional detailed plans submitted by the Master Developer and/or Subdeveloper, along with the development of any adjacent property that may use the utilities and such systems. Traffic Signage, Striping and Controls shall be designed and installed when warranted pursuant to the City's Vested Laws (including the standards defined by the Manual of Uniform Traffic Control Devices (MUTCD)), including traffic signals installed at the intersections of 11800 South Street and 6400 South Street and at the intersection of Herriman Parkway and 6400 South Street. In addition, a traffic signal may be installed in 6400 West Street if warranted due to the traffic related to the Regional Park. If other traffic signals and controls are warranted along 11800 South Street, 6400 West Street and Herriman Parkway, the City will be responsible to design and install such traffic signals and controls. Bike lanes (class II) shall be incorporated into the design and improvement of the Street System Improvements. Master Developer and/or Subdeveloper shall not be required to provide separate bike lanes outside of the rights-of-way for any streets; provided that Master Developer and/or Subdeveloper may voluntarily elect to propose to provide separate bike paths as part of its Development Application; provided that the Open Space adjacent to any street rights-of-way may contain bike lanes. In the event the Master Developer and/or Subdeveloper designs any portion of the Backbone Infrastructure, the City agrees to expeditiously review the designs and plans for the Backbone Infrastructure and provide approval and/or any comments as soon as possible after they are submitted for approval. To the extent the SVSD needs to approve the design of any sewer lines and/or the JVWCD needs to approve the design of any water lines, the City shall use good faith and

diligent efforts to obtain this approval.

8.1.3. Installation and Construction of Backbone Infrastructure. The City, at its sole cost and expense, shall design, install and construct the City Infrastructure consistent with Exhibit F within the time and within the timeframes indicated therein. Unless Master Developer or Subdeveloper elects to construct the Sewer System Improvements, so long as it is SVSD's current policy to pay for the Sewer System Improvements if they are part of a City project the City will install or cause SVSD to install the Sewer System Improvements to the Property pursuant to the Infrastructure Plans. The Sewer System Improvements shall be installed concurrently with the Street System Improvements or prior to the Street System Improvements if the Sewer System Improvements are necessary to provide service to the proposed development. Unless Master Developer or Subdeveloper elects to construct the Culinary Water System Improvements, the City will install the extension of the Culinary Water System Improvements to the Property pursuant to the Infrastructure Plans. The Culinary Water System Improvements shall be installed concurrently with the Street System Improvements or prior to the Street System Improvements. The Master Developer and/or Subdevelopers shall design, install and construct those portions of the Backbone Infrastructure indicated as the Master Developer's responsibility on Exhibit F within the time frames as indicated therein. To the extent that a permit is required in order to install any portion of the Backbone Infrastructure that is not installed by the City, the City agrees to issue such permit on an expedited basis so long as the proposed Backbone Infrastructure improvements are consistent with the Development Standards and the Infrastructure Plans.

8.1.4. Phasing of Backbone Infrastructure. The City and the Master Developer acknowledge and agree that the Backbone Infrastructure may be installed and constructed all at the same time or in phases over time depending upon the elements of the Backbone Infrastructure that are necessary to support the development of the Project at the time. The City agrees that it will first install and construct the City Infrastructure associated with (a) 11800 South Street, (b) the half-width segment of Herriman Parkway from its existing terminus at Mustang Trail Way to the point five hundred (500) feet within the Property, including the intersection at 6400 West Street (including the extension of the sewer line from its eastern terminus to the point five hundred (500) feet within the boundary of the Property, (c) the extension of the water line from its northern terminus in the Black Hawke subdivision and along 6400 West Street to 11800 South Street and

based upon engineered designs the extension of a sewer line and the installation of storm drainage lines along the entire length of 6400 West Street consistent with the Infrastructure Plans and the development of the Property , and (d) 6400 West Street from Heritage Way to the entrance to the Regional Park, as part of the Phase 1 Improvements of the Backbone Infrastructure, as more thoroughly described in Exhibit E and Exhibit F. As part of the Phase 2 Improvements, the City shall install and construct the City Infrastructure associated with the portion of 6400 West Street from 11800 South Street to the entrance to the Regional Park located to the south of Midas Creek (including a bridge over Midas Creek) and from Heritage Way to the Black Hawke subdivision, as more thoroughly described in Exhibit E and Exhibit F. As part of the Phase 3 Improvements, the City shall install and construct the City Infrastructure associated with the extension of Herriman Parkway within the property from the terminus of Herriman Parkway installed as part of the Phase 1 Improvements to the western boundary of the Property, as more thoroughly described in Exhibit E and Exhibit F.

8.1.5. Assumption of the City's Obligations. In the event the City fails to meet any milestone date as set forth in Exhibit F for the City to install and construct any portion of the City Infrastructure, Master Developer and/or Subdeveloper may elect to assume any portion of the City's responsibilities related to the City Infrastructure that is not being timely performed by providing written notice to the City. If Master Developer and/or Subdeveloper elect to assume any of the City's obligations related to the City Infrastructure, Master Developer and/or Subdeveloper will provide written notice to the City. Upon receipt of the written notice, the City will provide the Master Developer and/or the Subdeveloper a copy of any and all designs, drawings, plans, and specifications pertaining to such Backbone Infrastructure. If the City has entered into a construction contract related to the portion of the City's Infrastructure that Master Developer and/or Subdeveloper desire to assume, upon request by the Master Developer and/or Subdeveloper, the City agrees to assign the construction contract and/or any architectural and/or engineering plans and specifications related to such elements of the City Infrastructure to Master Developer or Subdeveloper, as the case may be. Nothing herein shall obligate the Master Developer or Subdeveloper to assume any construction contract entered into by the City.

8.1.6. Modifications to Design of Backbone Infrastructure. Prior to the commencement of the installation and construction of any portion of the Backbone Infrastructure, if

the level of service required by Backbone Infrastructure changes due to a change in the proposed development of the Property or applicable building codes or laws whereby the originally designed Backbone Infrastructure would no longer be sufficient, the parties agree to modify the designs of the Backbone Infrastructure accordingly. If the modification is requested by Master Developer or a Subdeveloper based upon the proposed development of the Property, the Master Developer or Subdeveloper shall pay the cost to redesign the Backbone Infrastructure. If the modification is requested by the City, the City shall pay the cost to redesign the Backbone Infrastructure. In such an event, the milestone dates to complete the installation and construction of such elements of the Backbone Infrastructure as set forth in Exhibit E shall be reasonably adjusted. Notwithstanding the above, in the event any portion of the Backbone Infrastructure has been installed and constructed prior to the change in the proposed development or in the applicable building code or laws, the Master Developer and/or Subdeveloper, at their sole cost and expense (and without contribution by the City) shall have the option, but not the obligation, to redesign and modify any portion of the Backbone Infrastructure that would need to be modified to accommodate such changes pursuant to modified designs and plans.

8.1.7. Modifications of Location of Backbone Infrastructure. The City acknowledges that the development of certain portions of the Property is influenced by the location of certain elements of the Backbone Infrastructure. Changes in the precise locations of elements of the Backbone Infrastructure and the Regional Park may render the development of certain portions of the Property impractical (e.g., a proposed road is moved or designed in a way so that it leaves a portion of property no longer economically or developmentally practical for a certain type of use). The City agrees that it shall not modify the alignment of any roads or otherwise change the design of any of the Backbone Infrastructure unless mutually agreed upon by the City and the Master Developer.

8.1.8. Financial Obligations for Backbone Infrastructure. Notwithstanding anything to the contrary contained in this MDA or any provisions in the Code, the Preliminary PUD, the Development Standards, the City's Vested Laws or the City's Future Laws, the elements of the Backbone Infrastructure shall be paid by the party designated to pay for such portion of the Backbone Infrastructure as set forth in Exhibit F. The parties acknowledge that the methodology for financing the construction of the Backbone Infrastructure shall be provided by the City (whether

such Backbone Infrastructure is On-Site Infrastructure or Off-Site Infrastructure). Inasmuch as the Backbone Infrastructure, including the associated the Street System Improvements, Street Lighting System Improvements, Storm Drain System Improvements, Sidewalk Improvements, Sewer System Improvements, Secondary Water System Improvements, Irrigation and Landscaping System Improvements, and Culinary Water System Improvements are regional infrastructure improvements, the funds to pay for the Backbone Infrastructure associated with these improvements will not come from the Property through impact fees or any other financing mechanism imposed upon the Property except as described by Exhibit I. Other than the fees that may be assessed by the City in accordance with Exhibit I and ad valorum property taxes and/or assessments levied against the real property within the City as a whole, under no conditions shall the City finance the Backbone Infrastructure through a special service district, bond, or similar mechanism whereby the costs of the Backbone Infrastructure will be paid by the Master Developer, unless requested by the Master Developer, any Subdeveloper or the owners of any portion of the Property. In the event Master Developer and/or a Subdeveloper designs, constructs or installs any portion of the City Infrastructure, the City shall purchase from the Master Developer and/or a Subdeveloper the City Infrastructure designed or installed by the Master Developer and/or the Subdeveloper, which purchase price shall be equal to the Soft Costs and Hard Costs incurred by Master Developer and/or a Subdeveloper associated with such portion of the City Infrastructure. The purchase price shall be paid by the City pursuant to the terms of this MDA as follows: (a) upon completion of each element of each separate component of the City Infrastructure (i.e., Street System Improvements, Culinary Water System Improvements, Secondary Water System Improvements, and Storm Drain System Improvements), the Master Developer and/or Subdeveloper shall provide notice to the City stating that such element of such component is Substantially Completed. Within ten (10) days after the date of such notice, the City shall verify that the applicable element of the City Infrastructure is Substantially Completed. Within ten (10) days after the City verifies that the elements of the City Infrastructure have been Substantially Completed, the City will purchase such element of the City Infrastructure from Master Developer and/or Subdeveloper. Notwithstanding the above, the City may withhold ten (10%) of the purchase price until such time as all elements of the City Infrastructure that is to be completed by the Master Developer and/or Subdeveloper are completed and purchased by the City consistent with the terms hereof. Upon the final purchase of the City Infrastructure installed or constructed by Master

Developer and/or Subdeveloper, Master Developer and/or the Subdeveloper, as the case may be, will convey the purchased City Infrastructure to the City via a Bill of Sale, which shall warrant title to the City Infrastructure free and clear of any liens or encumbrances, but shall otherwise not contain any other warranties. Nothing herein will excuse the Master Developer and/or Subdeveloper from providing the one (1) year warranty from defects as required by the Development Standards. If the City fails to pay Master Developer and/or a Subdeveloper for any City Infrastructure, the amount payable shall accrue interest at the rate of the Interest Rate beginning on expiration of such ten (10) day period until the amount and any accrued interest is paid in full. Notwithstanding the foregoing, if any amount owed by the City to the Master Developer and/or the Subdeveloper is not paid within ninety (90) days after such amount is due, Master Developer and/or the Subdeveloper shall have the right to exercise any remedies available under this MDA.

8.2. **On-Site Infrastructure.**

8.2.1. Installation and Construction of On-Site Infrastructure. Master Developer and/or Subdeveloper shall design and construct or cause to be constructed and installed all portions of the On-Site Infrastructure pursuant to any Development Application approvals. If the City requests or requires Master Developer or Subdeveloper to oversize any On-Site Infrastructure for the benefit of any property located outside of the Property, the City and Master Developer and/or Subdeveloper will enter into a Reimbursement Agreement with terms and conditions acceptable to the Master Developer and/or Subdeveloper and the City whereby Master Developer and/or Subdeveloper will be reimbursed for the additional costs associated with such oversizing.

8.2.2. Financing of On-site Infrastructure and Off-Site Infrastructure. Master Developer and/or Subdeveloper will pay for any On-Site Infrastructure and Off-Site Infrastructure; provided, however, Master Developer and/or Subdeveloper do not waive any rights to obtain reimbursement pursuant to the City's Vested Laws or the City's Future Laws. The parties acknowledge that there may be some On-Site Infrastructure and Off-Site Infrastructure, such as a berm or ditch to divert storm water drainage flowing onto the Property from the west, which would benefit multiple Parcels within the Property and which may be conditions of approval of Development Applications. Nothing herein shall prohibit or restrict Master Developer from entering into private agreements with Subdevelopers regarding the allocation of costs of On-Site Infrastructure among multiple Subdevelopers of the Property. To the extent the berm or ditch benefit properties

outside of the Property, the City agrees to enter into a Reimbursement Agreement whereby the Master Developer and/or Subdeveloper may be reimbursed for the costs associated with the design and construction of the berm or ditch to the extent such improvements benefit property outside of the Property. To assist in funding the cost of the On-Site Infrastructure and the Off-Site Infrastructure and/or Backbone Infrastructure that is the responsibility of the Master Developer and/or a Subdeveloper, the City may, at the request of Master Developer and/or a Subdeveloper, consider the creation of, or cooperate in the creation of, the following: (a) one or more Community Development Projects and/or Economic Development Projects under Title 17C of the Utah Code; (b) one or more Basic Local Districts under Title 17B of the Utah Code; (c) one or more Assessment Areas under Title 11, Chapter 42 of the Utah Code; and/or (d) other appropriate financing mechanisms. However, the Property's inclusion requested by Master Developer and/or a Subdeveloper (which must be approved by the Master Developer) to participate is one of the funding mechanism shall not change the economic requirements of Master Developer or the City as outlined in this MDA.

8.3. **Approval of Development Applications; Governing Nature of MDA.** The City acknowledges and agrees that the design, construction, and installation of the Backbone Infrastructure is separate and apart from the development of the Property; provided that the timing of the Master Developer's and/or Subdeveloper's installation and construction of the portions of the Backbone Infrastructure will be as set forth in Exhibit F, and may be tied to the concurrent development of the adjacent property. As such, notwithstanding anything to the contrary in the City's Vested Laws, the City's Future Laws, the Code, and/or the Development Standards, (a) Master Developer and/or Subdeveloper shall not be obligated to file a subdivision plat or any other document related to the development of the Property as a condition of obtaining approval or permits related to the Backbone Infrastructure, and (b) the construction, installation and/or completion of any portion of the Backbone Infrastructure shall not be a condition to the approval of any Development Application or the issuance of any building permits by the City; provided, however, the City may delay the issuance of building permits for vertical improvements on the Property pursuant to health, life, and safety regulations, such as accessibility for fire trucks and availability of fire suppression water. The parties acknowledge and agree that the portions of the Backbone Infrastructure to be designed, constructed and installed by Master Developer and/or Subdeveloper will be designed and

reviewed as part of a Development Application, which review will be consistent with the Infrastructure Plans and the terms of this MDA, and that such portions of the Backbone Infrastructure will be constructed and installed as each Parcel is developed within the Property. The City hereby acknowledges and agrees that the terms and conditions of this MDA shall supersede any conflicting requirements in the Code, the City's Vested Laws, the City's Future Laws, and the Development Standards.

8.4. **No Additional Off-Site Infrastructure Requirements.** Except as otherwise agreed to by City and the Master Developer, the City shall not, directly or indirectly, charge the Master Developer, its affiliates or successors, Subdevelopers or the Property any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure for the development of the Project except as may be otherwise allowed by law and provided in this MDA.

8.5. **Water.** Subject to annexation into JVWCD, the City represents and acknowledges that sufficient water rights and water storage capacity will always exist to serve the Property with sufficient water tanks that will provide appropriate and adequate water pressure, flow, and capacity to the Property for the Maximum Residential Units and commercial use for both indoor and outdoor water use and fire protection. City acknowledges and agrees that it shall be responsible to provide infrastructure to the Property as described in Exhibit F. The City also acknowledges and agrees that it will be solely responsible to provide secondary water to the Property. The City represents that at the present time the City lacks sufficient capacity to provide secondary water to the Property. The City will use good faith efforts to provide the capacity and infrastructure so that the Property can be served by secondary water as soon as reasonably practicable. As such, there shall be no obligation on the Master Developer and/or any Subdeveloper to provide secondary water to or within the Property. Master Developer and any Subdevelopers shall not be required to dedicate or convey any water to the City or to pay any fee, charge or assessment related to acquiring or providing such water so long as they pay the water right impact fees set forth in Exhibit I and appropriate water charges assessed for the use of such water, which charges shall be consistent with the City's then current water fee schedule. Inasmuch as Master Developer and/or Subdeveloper will pay a water right impact fee to the city, in the event JVWCD desires to assess Master Developer, a Subdeveloper, or the Property any fee or cost associated with the acquisition of water or in lieu of the

dedication of water to JVWCD, the City agrees to use good faith and diligent efforts to cause JVWCD to waive such requirement of Master Developer and/or Subdeveloper, and if JVWCD does not waive such a requirement then the City shall reduce its water right impact fee proportionately to reflect such refusal If the water infrastructure is insufficient to serve the Property, the City shall cause the water infrastructure to be upgraded to provide sufficient water capacity, pressure, and flow to the Property as it may be developed. Notwithstanding the above and without waiving or releasing any of the obligations set forth above, Master Developer and/or Subdeveloper may provide its/their own water to the Property to augment the water provided by the City. Without waiving any rights or remedies against the City, if the City's representations are not accurate or if the City allows other developments to use water that diminish the water available to the Property that results in a decrease the quantity, flow, or pressure of water for culinary or fire protection services, and if Master Developer and/or Subdeveloper provide its/their own water to the Project or otherwise incur costs to augment the water service or infrastructure, the City shall reimburse the Master Developer and/or Subdeveloper for the costs incurred associated therewith (including Soft Costs and Hard Costs) within ten (10) days after written demand. If the City fails to reimburse the Master Developer and/or Subdeveloper within such ten (10) day period, the amount due shall accrue interest at the Interest Rate. Notwithstanding the foregoing, if any amount owed by the City to the Master Developer and/or the Subdeveloper is not paid within ninety (90) days after such amount is due, Master Developer and/or the Subdeveloper shall have the right to exercise any remedies available under this MDA, at law or in equity against the City.

9. **Cable TV/Fiber Optic/Data/Communications Service.** To the extent conduits are not provided as part of the Backbone Infrastructure, subject to all applicable Federal and State laws, Master Developer and/or a Subdeveloper may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project and underneath any public streets at no expense to the City. In such an event, the City agrees not to charge Master Developer and/or Subdeveloper any fees or costs associated with the installation of such conduits and cable, including any fees associated with permits or the City's approval. Any and all conduits, cable, lines, connections and lateral connections (except for conduit installed for public utilities, such as power, natural gas, culinary water, and sanitary sewer, that are installed as part of the Backbone Infrastructure, which will be owned by the City) shall remain the sole and exclusive property of

Master Developer or cable/fiber optic provider even though the roadways in which the cable/fiber optic lines, conduits, connections and laterals are installed may be dedicated to the City, and Master Developer hereby reserves an easement on, through, over, across, and under such publically dedicated right-of-way for such conduits and cables. Master Developer or any Subdeveloper may contract with any data/communications/cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed under State Law.

10. **CC&Rs, Design Guidelines and Association Declarations.** Portions of the Property subject to the Preliminary PUD shall be subject to the CC&Rs and the Design Guidelines. Commercial developments may not be subject to CC&Rs and/or Design Guidelines or governed by different CC&Rs and Design Guidelines from residential developments. Prior to the issuance of any building permits for residential, business, commercial or recreational use but excluding infrastructure, the Design Review Committee as set forth in the CC&Rs and/or Design Guidelines, if applicable, shall certify to the City that the proposed permit complies with the Design Guidelines and is approved by the Design Review Committee. In addition to the CC&Rs and/or Design Guidelines, each residential community may be governed by different Association Declarations. There shall be no obligation for any residential or commercial community within the Project to be govern by Association Declarations or be part of a home owner's association. If Association Declarations are filed against any community within the Project, the homeowners association(s), if any, associated with each set of Association Declarations will be responsible for the implementation and enforcement of the applicable Association Declarations. The Association Declarations may be amended by the processes specified in the Association Declarations without any requirement of approval of such amendments by the City.

11. **Payment of Fees.**

11.1. **General Requirement of Payment of Fees.** Master Developer and/or a Subdeveloper shall pay to the City all fees in amounts specified in the City's Future Laws not to exceed the fees set forth in Exhibit I (but, the timing of the imposition and collection of such fees shall be governed by the City's Vested Laws).

11.2. **Infrastructure Built by Master Developer.** Subject to the terms of this MDA, Master Developer or Subdevelopers may, from time to time, install and construct portions of the Backbone Infrastructure, including the City Infrastructure, and/or other System Improvements. The City shall ensure that Master Developer and/or Subdevelopers are either not charged Impact Fees for such portions of the Backbone Infrastructure, including the City Infrastructure, and/or other System Improvements, or that Maser Developer and/or Subdevelopers otherwise receive credits, adjustments or reimbursements for such portions of the Backbone Infrastructure or System Improvements installed or constructed by such parties consistent with State law, this MDA and/or a Reimbursement Agreement.

11.3. **Reimbursement for "Upsizing".** The City shall not require Master Developer to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the costs associated with upsizing the improvements. In the event any Off-Site Infrastructure or On-Site Infrastructure designed, constructed, or developed by Master Developer or any Subdeveloper are oversized for the benefit of any property other than the Property, Master Developer and/or the applicable Subdeveloper shall be entitled to reimbursement for the portion of the costs attributable to the oversizing of such improvements pursuant to the terms of a Reimbursement Agreement. The City agrees that any On-Site Infrastructure that is required to be upsized or that benefit property outside of the Property, including storm drainage improvements (i.e., the berm or ditch to the west of the Property) and all Off-Site Infrastructure will be included within the Impact Fee Facility and subject to reimbursement.

12. **Construction Standards and Requirements.**

12.1. **Separate Security for Landscaping.** Security for the completion of those items of landscaping that are weather dependent may be, at the option of Subdeveloper, secured by a security instrument acceptable to the City separate from the security instrument used for the other portion of the public improvements as required by the City's Vested Laws.

12.2. **Building Permits.** No buildings or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining building permits. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval by the Planning Commission of a Commercial Site Plan or a Subdivision Site Plan if Master

Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by Master Developer and/or a Subdeveloper pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of Master Developer or the Subdeveloper, meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of Master Developer or the Subdeveloper that created the discrepancy. Notwithstanding the above, the City waives any fees associated with Building Permits associated with any System Improvements and/or any Backbone Infrastructure.

12.3. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

12.4. **Construction Staging.** Until such time as the Property is subject to a Development Application and/or is improved, Master Developer agrees that it will allow a reasonable portion of the Property that is owned by Master Developer to be used by the City for construction staging related to the improvement of the City Infrastructure and the Regional Park to be installed and constructed by the City. If the City desires to use any portion of the Property that is owned by Master Developer for construction staging, the City shall submit to Master Developer a request in writing that clearly describes the portion of the Property that the City desires to use for construction staging, the anticipated use of the Property, and the duration of use of the Property, which terms must be agreed upon by Master Developer and any applicable Subdeveloper. In such an event, the parties shall enter into an access agreement upon terms reasonably acceptable to Master Developer, which access agreement will require the City's contractors to indemnify the Master Developer and any Subdeveloper from any and all harm, loss, claims, damages, and expenses arising by, through, or under the City, require the City's contractors to maintain liability insurance and endorsing the Master Developer as an additional insured, and requiring the City's contractors to restore the property upon completion. The City and Master Developer also agree that the Master Developer and any Subdeveloper may use any portion of the Property that was designated and/or dedicated to the City

as Open Space to be used as construction staging prior to such time as such Open Space is improved by the City subject to the Master Developer or the Subdeveloper entering into an access agreement with the City, which terms must be agreed upon by the City.

13. **On-Site Processing of Natural Materials.** Upon approval of the first final PUD or Subdivision within the Project, Master Developer and/or any Subdeveloper may use the natural materials located anywhere on the Project such as sand, gravel and rock, and may process such natural materials into construction materials such as aggregate or topsoil for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and other locations outside the Project. The City acknowledges that processing such material is not a conditional use and no conditional use permit or other approvals are required associated with the processing of any material related to the development of the Property. In the event of any complaints by residents within the Project or of immediately adjacent property, Master Developer and Subdeveloper acknowledge and agree that they will work together with the City to mutually agree upon conditions that may be placed on such activities to respond to such complaints and reasonably limit possible adverse impacts on adjacent property.

14. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to other residents and properties within the City including, but not limited to, culinary water, police, fire and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the City.

15. **Future Property Which May be Included in this MDA.** If Master Developer acquires any additional contiguous property that is not within the Property then such future property may be added to this MDA. In such an event, the terms and conditions of this MDA will govern such additional property whereby the additional property will be entitled to the vested rights and other rights and benefits granted herein to the Master Developer and the Property, provided, however, the limitation on all fees will expire on the date that is eight (8) years after the Effective Date and that such additional property shall be subject to a general plan, zoning map, possible PUD, that may be agreed upon by the parties pertaining to such additional property..

16. **Default.**

16.1. **Notice.** If Master Developer or a Subdeveloper or the City fails 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. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

16.2. **Contents of the Notice of Default**. The Notice of Default shall:

(a) Claim of Default. Specify the claimed event of Default;

(b) Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

(c) Specify Materiality. Identify why the Default is claimed to be material; and

(d) Optional Proposed Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

16.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default, the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 6.13 and 6.14. If the claimed Default is subject to Arbitration as provided in Section 6.14 then the parties shall follow such processes.

16.4. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies:

(a) Legal Remedies. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages; provided, however, Master Developer and/or Subdeveloper shall not pursue an action for monetary damages, except under the following circumstances: (a) any default by the City for non-payment of funds by the City, (b) any default arising from fraud, bad faith, or gross negligence by the City, (c) any default arising from the failure of the City to timely initiate and thereafter prosecute any acquisition of any portion of the rights-of-way and easements necessary for the Backbone Infrastructure as required by this MDA; and/or (d) any default arising from the City where specific performance is unavailable as a remedy.

(b) Self-help. In the event of a default by the City, to the extent possible, Master Developer and/or Subdeveloper shall perform the City's obligations. In such an event, the

City shall reimburse the Master Developer and/or Subdeveloper for the costs incurred associated with the performance of the City's obligations within ten (10) days after written demand. If the City fails to reimburse the Master Developer and/or Subdeveloper within such ten (10) day period, the amount due shall accrue interest at the Interest Rate. Notwithstanding the foregoing, if any amount owed by the City to the Master Developer and/or the Subdeveloper is not paid within ninety (90) days after such amount is due, Master Developer and/or the Subdeveloper shall have the right to exercise any remedies available under this MDA, at law or in equity against the City.

(c) Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

(d) Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

16.5. **Public Meeting.** Before any remedy in Section 16.4(c) may be imposed by the City the party against which the Default is alleged shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

16.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a default materially impairing and creating 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 Sections 16.4(c) and 18.4(d) without the requirements of Sections 16.3. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

16.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

17. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Suburban Land Reserve, Inc.
Attn: Bryan Bayles
79 South Main Street, Suite 500
Salt Lake City, Utah 84111

Robert C. Hyde, Esq.
Kirton McConkie
1800 World Trade Center at City Creek
60 East South Temple
Salt Lake City, Utah 84111

To the City:

City of Herriman
Attn: Mayor
13011 South Pioneer Street
Herriman, Utah 84096

John N. Brems, Esq.
Parsons Kinghorn Harris
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111

17.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

(a) Physical Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice.

(b) Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice.

(c) Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

18. **Estoppel Certificate.** Upon ten (10) calendar days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this MDA.

19. **Attorneys' Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

20. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

21. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

22. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

23. **Assignability.** The rights, responsibilities, benefits, obligations, and burdens of Master Developer under this MDA may be assigned in whole or in part by Master Developer to any Subdeveloper.

23.1. **Certain Sales not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically

designated as such an assignment by the Master Developer.

23.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

23.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

23.4. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities as it relates to any Parcel within the Property then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such partial assignment, 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.

23.5. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

23.6. **Release of Master Developer.** Master Developer represents and the City acknowledges that the Master Developer plans to sell portions of the Property and does not plan to develop any portion of the Property itself. Instead the Property will be developed by one or more Subdevelopers. As such, in the event Master Developer sells or conveys any portion of the Property, such sale shall be deemed a partial assignment and Sections 23.4 and 23.5 shall apply, and Master Developer shall be fully and completely released from any obligations whatsoever related to the

portion of the Property sold.

24. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations, obligations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein. The City agrees that this MDA is a contract and contains contractual obligations of the City, and is fully enforceable and binding upon the City.

25. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

26. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect; provided, however, if any of the City's representations, covenants, agreements, or obligations are invalidated, Master Developer shall have the right, in its sole and absolute discretion, to terminate this MDA and/or pursue any remedies available under this MDA.

27. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

28. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

29. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate

and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Gordon Haight and the initial representative for Master Developer shall be Bryan Bayles. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

30. **Mutual Drafting.** Each party has participated in negotiating this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

31. **Applicable Law.** This MDA is entered into in the City of Herriman, Salt Lake County, State of Utah, and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

32. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake County.

33. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit D, shall not be recorded in the chain of title. A secure copy of Exhibit D shall be filed with the City Recorder and each party shall also have an identical copy.

34. **Authority/Approval by Ordinance.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, this MDA amends and supersedes certain provisions of the Code and is a land use ordinance pertaining to the Property and has been approved and adopted by the MDA Ordinance. The signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to the MDA Ordinance. Inasmuch as the MDA is approved by the MDA Ordinance and the terms and conditions of this MDA are in themselves adopted by ordinance through the City's legislative act, in the event of any conflicts between the terms and conditions of this MDA and any of the City's Vested Laws, Development Standards, or the City's Future Laws, or any other ordinances, rules, regulations, or orders adopted or promulgated by the City, the terms and conditions of this MDA shall govern and control. This MDA is approved and certified as having been properly and lawfully adopted in accordance with all applicable laws and ordinances by the City by the signature of the Mayor.

35. **Effectiveness of MDA.** The annexation of the Property into the City will become effective upon the date established by applicable law after certification of the annexation by the Lieutenant Governor of the State of Utah. The parties believe and intend that upon the Effective Date, the General Plan, the Zoning Map, the Preliminary PUD, and this MDA shall also automatically become effective without any additional action to be taken by either party. Regardless of the effectiveness of the General Plan, the Zoning Map, the Preliminary PUD and this MDA, either party may in its discretion elect to recertify or reaffirm the General Plan, the Zoning Map, the Preliminary PUD, and/or this MDA. In such an event, the party desiring to recertify or reaffirm shall provide written notice to the other party. Upon receipt of a request to recertify or reaffirm, the parties shall cooperate with each other and take all reasonable actions as may be necessary to recertify or reaffirm the General Plan, the Zoning Map, the Preliminary PUD, and/or this MDA so that the approval of such items are in compliance with all applicable law. Through the recertification or reaffirmation of the General Plan, the Zoning Map, the Preliminary PUD, and this MDA, the terms and conditions and the effective date of these documents shall not be modified or supplemented.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER

Suburban Land Reserve, Inc.

By: R. Steven Ramsey

Its: President

CITY

City of Herriman

By: Carmen Freeman

Its: Mayor

Approved as to form and legality:

John Brems

City Attorney

Attest:

Cindy Quick

Cindy Quick

Deputy City Recorder

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the 28 day of April, 2014, personally appeared before me Carmen Freeman, who, being by me duly sworn, did say that he is the Mayor of City of Herriman, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

Cindy M. Quick

NOTARY PUBLIC

CINDY M. QUICK
Notary Public State of Utah
My Commission Expires on:
January 26, 2018
Comm. Number: 674361

My Commission Expires: January 26, 2018

Residing at: Herriman City

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the 29th day of April, 2014, personally appeared before me R Steven Romney, who, being by me duly sworn, did say that he is the President of SLR, a Utah Corporation, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

COLETTE D. YATES
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 10/19/2014
Commission # 602281

Colette D. Yates
NOTARY PUBLIC

My Commission Expires:

10/19/2014

Residing at:

Salt Lake County

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	General Plan
Exhibit "C":	Preliminary PUD
Exhibit "D":	City's Vested Laws
Exhibit "E":	Infrastructure Plan
Exhibit "F":	Backbone Infrastructure
Exhibit "G":	Project Guidelines
Exhibit "H":	Zoning Map
Exhibit "I":	Fee Schedule
Exhibit "J":	Form Reimbursement Agreement
Exhibit "K":	General Review Process
Exhibit "L":	CC&Rs
Exhibit "M":	Design Guidelines
Exhibit "N":	Zoning and Vesting Ordinance
Exhibit "O":	PUD Ordinance
Exhibit "P":	Code Amendment Ordinance References
Exhibit "Q":	MDA Ordinance

Exhibit "A"

Legal Description of Property

LEGAL DESCRIPTION
PREPARED FOR
SUBURBAN LAND RESERVE
SALT LAKE COUNTY, UTAH
(September 9, 2011)

300 ACRE PARCEL

A portion of Section 27, Township 3 South, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located S0°15'06"W along the section line 33.00 feet from the Northeast Corner of Section 27, Township 3 South, Range 2 West, Salt Lake Base & Meridian; thence S0°15'06"W along said section line 2493.17 feet; thence along that real property recorded at Entry No. 8110216:2002 in the office of the Salt Lake County Recorder the following three (3) courses: N89°31'10"W 120.00 feet; thence S0°15'06"W 120.00 feet; thence S0°15'15"W 2649.90 feet to a point on the south line of Section 27 with said point being N89°30'19"W along the section line 120.00 feet from the Southeast Corner of Section 27; thence N89°30'19"W along the section line 2544.14 feet to the South Quarter Corner of Section 27; thence N0°28'08"E along the center section line 1324.81 feet; thence N89°31'13"W along the north line of the south half of the Southwest Quarter of Section 27 238.48 feet; thence N40°40'58"E 299.39 feet; thence N61°18'00"E 314.12 feet; thence N63°11'03"E 636.04 feet; thence N75°28'26"E 311.68 feet; N84°42'17"E 199.43 feet; thence North 1090.24 feet; thence West 234.19 feet; thence North 104.76 feet; thence West 611.03 feet; thence N60°00'00"W 130.14 feet; thence North 246.82 feet; thence West 324.35 feet; thence S60°00'00"W 207.64 feet; thence West 97.31 feet; thence N60°00'00"W 94.02 feet; thence West 39.59 feet; thence S60°00'00"W 367.50 feet; thence West 122.60 feet; thence N45°00'00"W 291.25 feet; thence N17°19'10"E 345.48 feet; thence N13°53'34"E 1127.69 feet; thence East 833.37 feet; thence North 277.03 feet to a point on the south right-of-way line of 11800 South Street; thence S89°29'48"E parallel to and 33.00 feet south the north line section 27 2496.61 feet to the point of beginning.

Contains: ±300.00 Acres

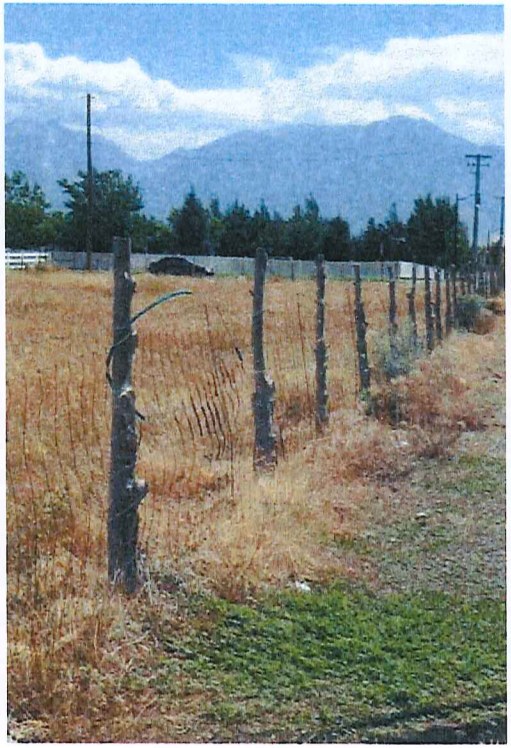
Ck by JJB 13 September 2011

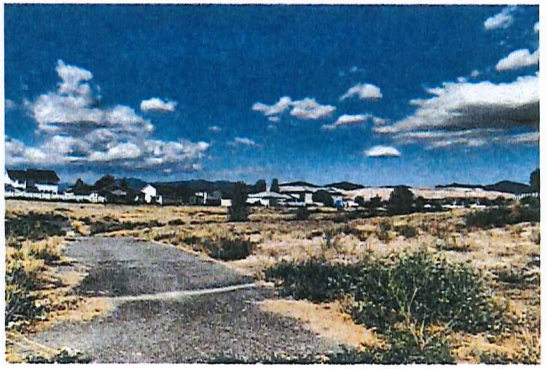
Exhibit "B"

General Plan

Herriman City 2025

General Plan Amendment





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LANDMARK DESIGN

Adopted December 19, 2013

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We would also like to thank the Citizens of Herriman City and other members of the public who participated in this planning process

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1 Introduction

Since Herriman City's incorporation in 1999, the City has undergone incredible changes. The community is no longer dominated by large lots, equestrian properties and agricultural operations. It has grown into a bedroom community with significant and growing demands. The housing market has diversified, numerous schools, churches, and parks have been and continue to be constructed. The impact of development has generally been accepted by the existing residents and the new residents have integrated well. Many communities which experience rapid growth go through growing pains. Herriman City's transformation from a town into a small city has had little of the usual problems.

A new General Plan was adopted in 2020 that quickly became outdated. That plan focused on planning for several large land developments. This plan amends the 2020 General Plan, updating the assumptions made, particularly related to land use. This plan also addresses a large potential annexation area located northwest of the city. The 2025 Plan establishes a new vision that envisions a community that is healthy, diverse and livable, and which has a unique and desirable "sense of place."

The southwest corner of the Salt Lake Valley is arguably the hottest spot for real estate and will likely remain so for the coming decade as this is one of the last areas of the valley with new homes being built and it has become one of the most desirable locations as well.

2 Purpose

The *Herriman City 2025 General Plan Amendment* replaces the *2020 General Plan*. It is the primary guide for physical development in the City for use by the City Council, Planning Commission, City Staff, and the public. It guides the general location of basic land uses and provides policies on how these land uses should function. The General Plan is a reflection of the community's vision for the future. It describes the location of desired land uses, representing how the community wants to be perceived.

The amended 2025 General Plan encourages community development and growth that is functional, efficient and which results in prosperous and visually aesthetic development. It focuses on three main elements: Land Use & Urban Design (Chapter 3); Demographics &Housing (Chapter 4); and Economic Development (Chapter 5.) Each of these chapters concludes with a series of Goals, Objectives and Implementation Measures, which are intended to provide guidance to City Leaders as they consider change and development.

The Mayor, City Council, Planning Commission, City Staff and residents of the community should review the Plan and be aware of the vision it represents. Once the Plan has been adopted by the City Council, it is important that amendments be made to bring the Zoning Ordinance/Zoning Map and the General Plan into conformance with each other. The Zoning Ordinance should constantly be updated to reflect the direction outlined in the General Plan. These updates should include biennial revisions of the moderate income housing plan, as needed.

All future amendments to this plan should conform to the City's required procedures, including notification of the public and mandatory community hearings.

The City Council is responsible for interpreting the General Plan in order to resolve any ambiguities or inconsistencies between elements of the plan, policies, codes, and other relevant documents associated with the General Plan such as the transportation master plan, and the moderate income housing plan.

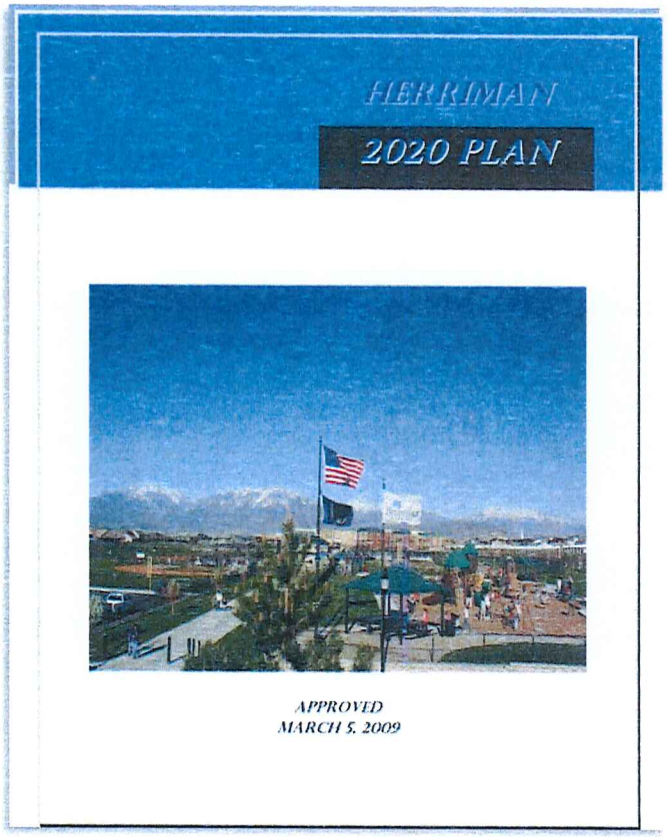
In summary, the following items will be accomplished when this plan is implemented:

1. Further establish and preserve community identity.
2. Manage densities and intensity.
3. Help mitigate impacts of growth.
4. Improve the physical environment of the City.
5. Encourage public interest.
6. Facilitate the implementation of public policy.
7. Encourage long range objectives as opposed to short range actions.

3 Land Use and Urban Design

INTRODUCTION

Adopted in 2009, the ***Herriman 2020 Plan*** was created to guide development through 2020. The plan was formulated during a period of unprecedented residential growth, a condition that many assumed would continue indefinitely. Soon after the plan was adopted, the City was rocked by the worst economic crisis in Utah since the 1930s. The resulting slowdown put a sudden stop to growth and development, and the plan was outdated nearly as soon as it was completed. The ensuing years have been marked by slow economic recovery, and once again Herriman is approaching the levels of growth experienced during the heyday.



Due in part to the obsolescence of the 2020 plan, and partially in recognition that a more sustainable development model is required, the call went out for a new general plan. However, rather than creating a new plan from scratch, the ***Herriman 2025 Plan*** retains chapters from the 2020 plan that still apply, updates other chapters, and includes new elements that were missing. The new plan focuses on Land Use, Urban Design and Housing, providing a clear vision and modified policies to assist the Planning Commission and City Council as they make planning decisions during the next decade and beyond.

The new plan also addresses large land holdings located on the northwest edge of the city that are ripe for annexation into the city at some point in the future. The 2025 Plan not only provides a clear vision for these sites, but also includes a detailed urban design analysis for these areas and the city as a whole.

The new Land Use Element builds upon past directions and patterns of growth, merging traditional concepts and the Herriman "quality of life" with new growth and development ideas. The plan promotes coordinated planning, sustainable

development and responsible growth that respond to the setting, environment and history of the City and its surroundings.

Background, History & Context

Herriman is located in the southwest corner of the Salt Lake County, 22 miles from Salt Lake City near the foothills of the Oquirrh Mountains (Figures 3-1 and 3-2). Once considered an isolated and far-flung locale, Herriman has emerged as one of the most desirable and fastest-growing communities in the region.

Originally called Butterfield, the town was established in 1849 by Thomas Jefferson Butterfield, John Jay Stocking, Robert Cowan Petty and Henry Harriman. In 1854 an adobe Fort was constructed near the current location of Main Street and west of Pioneer Street, in order to

Figure 3-1
Salt Lake Valley Context

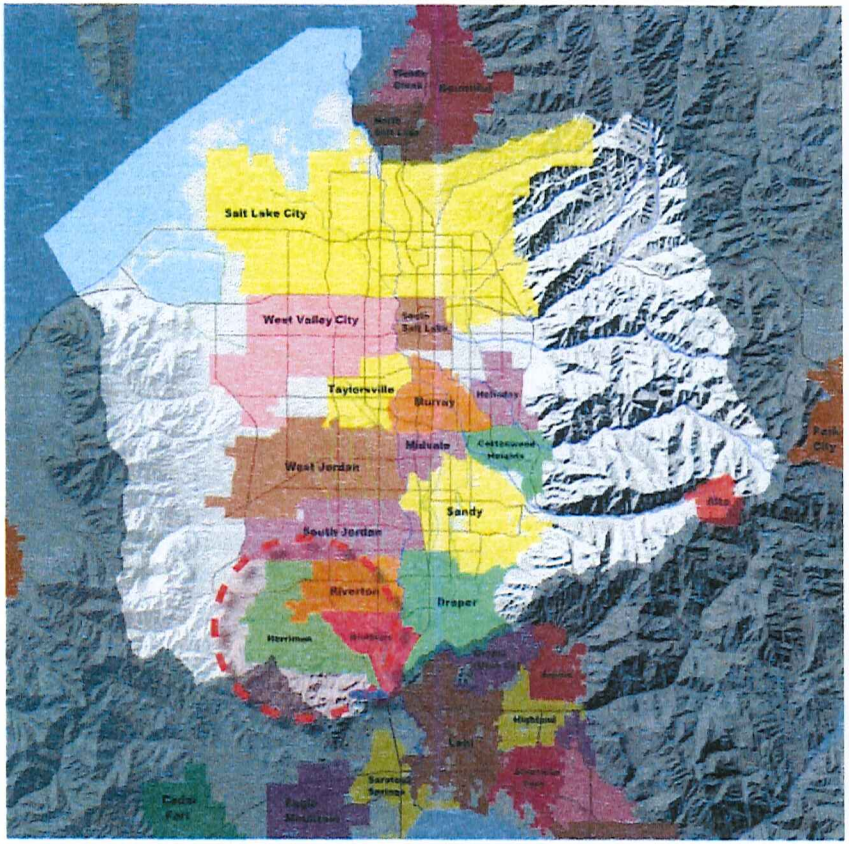
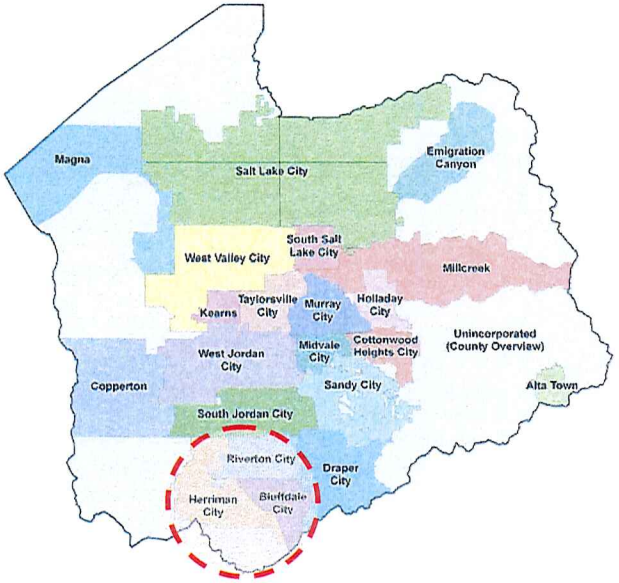


Figure 3-2
County Context



protect settlers from hostile native tribes. Fort Herriman, as it was called, was soon disbanded, and today all that remains is a historical marker and the name (Figure 3- 3.)

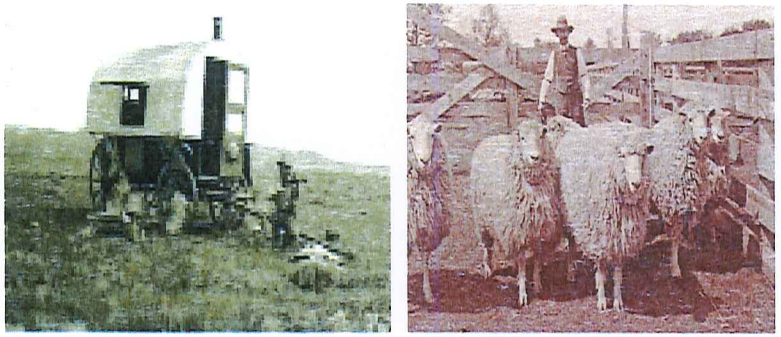
Herriman remained a small settlement for more than 130 years. Local residents earned a living through dryland farming, sheep and cattle ranching (Figure 3-4), and as employees at the nearby mines and smelters. By the 1980's and 1990's development pressure suddenly increased, and eventually the town incorporated in 1999. Between 2000 and 2010 the pace of change and development was particularly furious, as Herriman went from being the 111th-largest incorporated place in Utah to the 32nd-largest.

Figure 3-3
Fort Herriman Historical Marker

Herriman shares borders with Riverton to the east, South Jordan and the Daybreak community to the north, Camp Williams to the south and Bluffdale to the southeast. A sprawling unincorporated neighborhood known as High Country Estates separates the city from the steep Oquirrh Mountains to the west.

Since incorporating the City has undergone significant changes. No longer dominated by large lot homes, horses and agricultural operations, growth has brought a more diversified housing market, which in turn has allowed a wider range of housing types to take root. The transition has been relatively smooth.

Figure 3-4
Sheepherding in Herriman



Several major projects have been built in recent years despite the recent economic slowdown. Examples include Herriman High School (Figure 3-5), the Herriman Branch of the Salt Lake County Library, and the J.L. Sorenson Recreation Center (Figure 3-6.) The library and recreation center form the nucleus of an emerging cultural district on the future Towne Center (currently under construction), while the high school and an adjacent middle school are located at the north edge of the city adjacent to higher-density homes and apartments.

The transformation of empty fields into Towne Center has been slower than anticipated. However, the completion of the Mountain View Corridor, the extension of other key roads throughout the community, and plans to extend a light rail line through the northeast edge of the city is indicative of the important role transportation plays in the future of the city.

A large swath of land was annexed into the community in 2009, encompassing two major land holdings and including more than 7.7 square miles of land on the west side of the Mountain View Highway. Known as Rosecrest, approximately 25% of the total

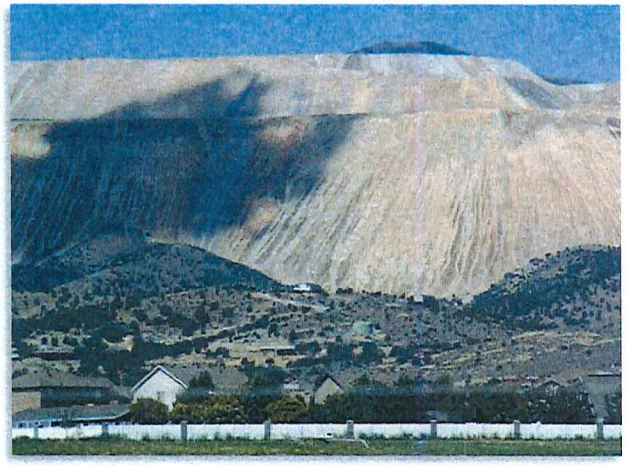
Figure 3-5
Herriman High School

Figure 3-6
J.L. Sorenson Recreation Center

area has been approved as a Planned Unit Development, which will include more than 4,700 units of residential and mixed use units in addition to large commercial projects and a campus of the Salt Lake Community College.

Form of the City

Situated against the base of the Oquirrh Mountains, Herriman is both defined and constrained by this unique backdrop. With the 9,730 foot Butterfield Peaks visible in the upper reaches of the nearby slopes, western views are dominated by steep and rocky gradients and the expansive open mine works of Kennecott Copper Mine.



Immediately west of the city is the sprawling High Country Estates subdivision, which is located in Salt Lake County. Although not part of Herriman, it is marked by large homes situated on mountainous lots. Nearby, Butterfield Canyon Road twists through Butterfield Canyon toward the upper reaches of the mountain range, providing fair-weather access to Tooele and Rush Valley to the west.

The city is punctuated by several small drainages, including Rose Creek, Butterfield Creek and the intermittent flows of Copper Creek and Midas Creek. All of these creeks flow west to east from the Oquirrh Mountains to the Jordan River and eventually the Great Salt Lake in the northern reaches of the county. Agricultural fields and new residential development dominate views to the north, with glimpses of Interstate 15 and the Jordan Narrows dwarfed by the Wasatch Mountains to the east. The eastern views are particularly expansive, the flat valley floor dominated by the snow-covered backdrop of the Wasatch Mountain range beyond (see Figures 3-7 through 3-10.)

Figures 3-7 through 3-10
Views and Vistas around Herriman

Verifying the issues and needs of the community is critical for ensuring that the plan accurately reflects the future needs of the community. As summarized below and detailed in the appendix, an extensive public involvement process was utilized, providing multiple opportunities for the public to comment, identify issues and provide feedback as the plan was developed.

Plan Management Committee

A Plan Management Committee was established during the early stages of the project to review progress and provide guidance as the plan was formulated. Membership in the Herriman General Plan Management Committee included the Mayor, City Council members, members of the Planning Commission, key staff members, city staff and administration, real estate and development representatives and interested citizens.

The Management Committee met at the following key stages of the planning process:

1. Following Public Scoping Meetings held early in the process;
2. Following a Public Workshop for reviewing Alternative Planning Concepts; and
3. Following a Public Open House Meeting held to review the Draft Plan

Public Scoping Meeting

A Public Scoping Meeting was held in late May 2013 at City Hall to receive community input and identify issues. The meeting focused on land use, housing, urban design and economics, although other topics were addressed as well. The meeting was relatively well attended, with nearly 40 participants signing in.

Public Workshop

A public planning workshop was held in late June 2013, providing residents and stakeholders opportunities to review project mapping and analysis data and provide input on alternative plan concepts developed prior to the workshop (see Figures 3-11 and 3-12). More than 30 people attended the workshop, which began with a presentation and concluded with small breakout groups. The workshop input was eventually compiled and analyzed by the planning team, and was utilized to help formulate the preferred land use planning direction.

Figures 3-11 and 3-12
Public Workshop

Draft Plan Public Open House Meeting

A public Open House meeting was held in late August. With more than 60 people attending, the meeting provided an opportunity to review the Draft Plan and provide input on the direction of the plan.

Project Webpage & Social Media

In order to provide easy access to planning information and to increase public involvement opportunities, the City of Herriman General Plan Update web page was established. As illustrated in Figures 3-13 and 3-14, the web page served as an electronic venue for noticing important meetings and events, accessing digital planning ideas and draft plans as they were developed, and receiving public feedback and input.

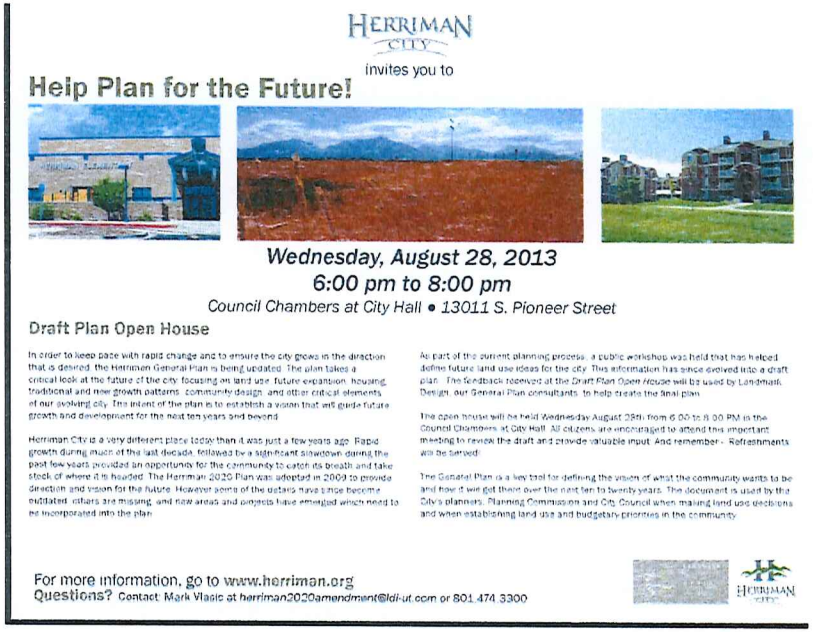
Public notices and invitations to the various meetings and workshops were prepared by the planning team and posted on the Utah Public Meeting Notice Website, Herriman City Website, Herriman City Facebook page, and project website several weeks prior to each meeting. Noticing was also carried out through less formal means, including digital and printed flyers and the use of email lists.

Existing Conditions

Districts and Neighborhoods

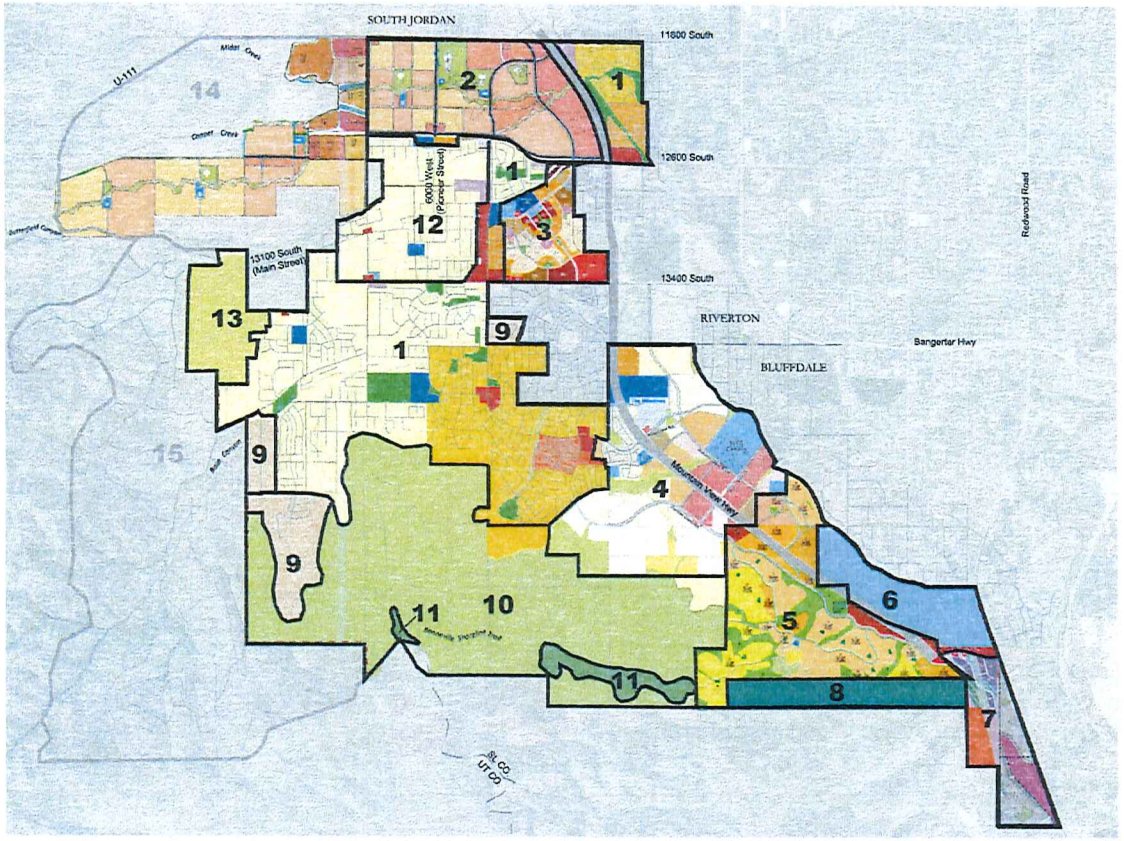
As detailed below, Herriman was divided into twelve neighborhoods for purposes of analyzing the city. In addition, two districts west and northwest of the city were also included in this analysis, as each have significant influence on the function of the city (see Map 1).

Figure 3-13
Draft Plan Open House Flyer



1 *City Core/Implemented Areas*

Consisting of two neighborhoods – one centered in the heart of the city and the other on the northeast edge – both neighborhoods are nearly built-out with residential uses and associated schools, parks and other residential support uses. The central neighborhood is primarily a mix of 10-15 year old homes and sprawling subdivisions. In contrast, the northeast enclave is located on the east side of Mountain View Highway, which physically separates it from the rest of the city. It is comparably small in extent in comparison to the central neighborhood, and includes the easternmost segments of Midas Creek and Copper Creek Park Corridors.



MAP 1
Neighborhood/ District Analysis

1 City Core/ Implemented Areas
2 Herriman North
3 Towne Center
4 Rosecrest
5 Development Associates
6 Quasi-Public/ Utilities
7 Herriman Southeast
8 Camp Williams Military Operation
9 Hillside Residential
10 Open Space
11 Resort Recreation
12 Old Herriman - Original Township
13 Rose Basin
14 Northwest Annexation Area (unincorporated)
15 Southwest Plan/ High Country Estates (unincorporated)

HERRIMAN
GENERAL PLAN
AMENDMENT

ADOPTED
December 19, 2013

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Figure 3-14
Screenshot – General Plan Web Page

2 *Herriman North*

Undeveloped at present, this area is under ownership of two parties. Current plans are to develop the area into a medium density neighborhood, with a range of higher density residential uses, Transit-oriented Development (TOD), transit uses, and similar uses that take advantage of the location adjacent to Mountain View Highway and future transit lines. Midas Creek flows through the center of the site, forming a significant open space/trail corridor system for the area. Herriman High School and Copper Mountain Middle School are currently located in the northwestern extents of this neighborhood, adjacent to newly built higher density residential uses.

3 *Towne Center*

Nearly 15% complete, this neighborhood is slated to become the commercial and cultural heart of the city. Approved in 2008, the site plan encompasses a range of residential, commercial, mixed use and civic/cultural uses, which are expected to take several years to be fully built-out. As illustrated in Figure 3-15, the planning concept is based on "New Urbanist" neighborhood ideas, encompassing a mix of traditional and contemporary uses and forms. A five-acre park and several other smaller parks are also contained in the site plan.

4 *Rosecrest*

With more than 1,000 acres already realized, this large neighborhood is slated to encompass more than 4,000 units at build out, which is expected to take up to 20 years. The project is divided into west and east segments, separated by the Mountain View Highway. As illustrated in Figure 3-16, the east portion includes a mix of residential uses, commercial uses, mixed uses and a business park near the highway access roadways. The Future Salt Lake Community College (SLCC) campus is also

Figure 3-15
Towne Center Site Plan

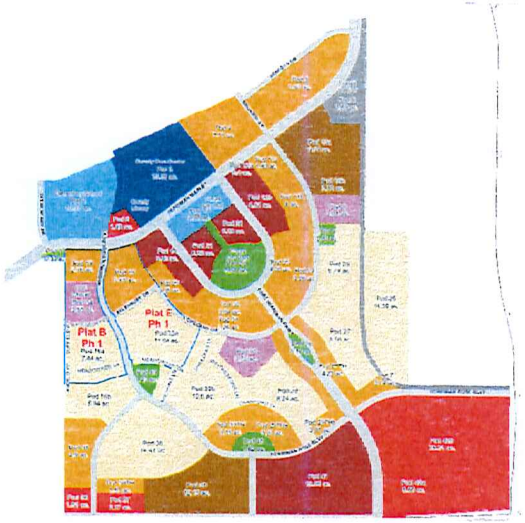
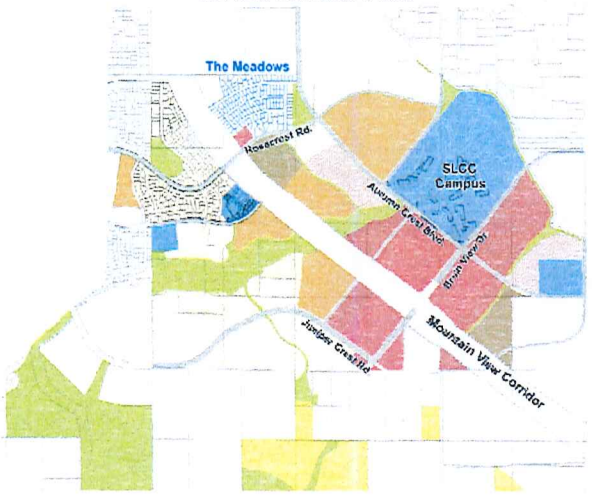


Figure 3-16
Rosecrest Site Plan

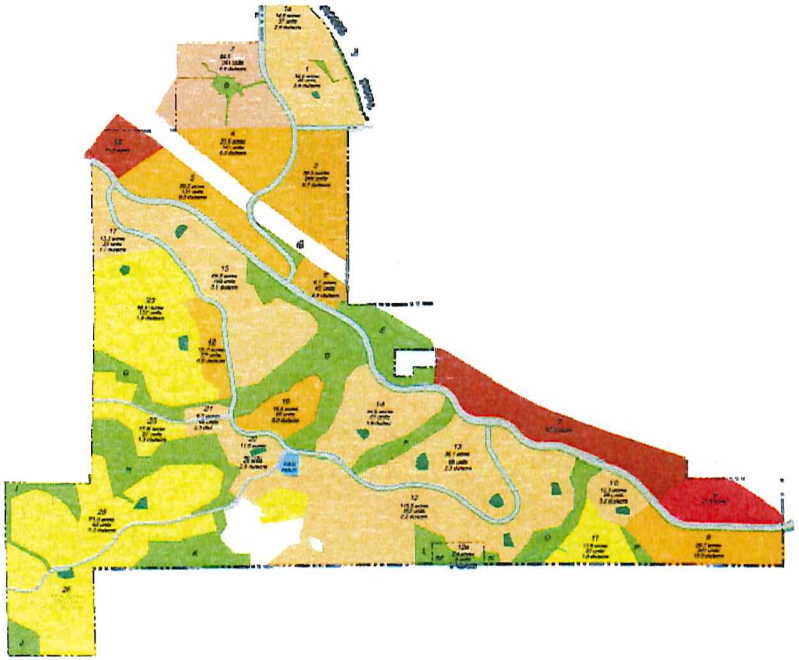


located in this area. The west segment includes smaller commercial and mixed use areas, a higher percentage of low-to-medium residential uses, and significant open space corridors and parkland.

5 ***Development Associates***

As illustrated in Figure 3- 17, this neighborhood (also known as Wasatch South Hills) is envisioned to contain small commercial projects along the highway edge, with low and medium density residential uses interspersed among a complex system of open space corridors to the west. No development has taken place to date, and the status of future development is unclear.

Figure 3-17
Development Associates Site Plan



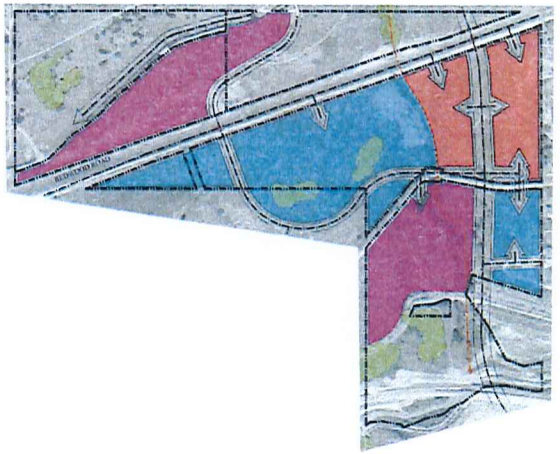
6 *Quasi Public/Utilities*

This large area is occupied by the Jordan Valley Water Conservancy District/ Water Purification Reservoir and a large Rocky Mountain Power sub-station. Space is available for the expansion of these uses.

7 *Herriman Southeast*

This area is primarily undeveloped, with steep slopes, road corridors and utility corridors limiting the development potential of the area. Figure 3-18 illustrates a development idea for part of the area, incorporating a mix of commercial, light industrial and residential uses along Redwood Road. Other uses that could fit in the area include light industrial, commercial flex-space and business park uses.

Figure3- 18
Southwest Site Plan – Northernmost Sector



8 *Camp Williams Military Operation*

A small portion of Camp Williams is located just inside the city limits on the south edge of the community. Primarily a Utah Army National Guard training site, the mission, range and training capabilities at Camp Williams have brought unintentional impacts on Herriman, including noise and vibration nuisance, wild fires caused by the firing of live ammunition (i.e. the Herriman 'Machine Gun Fire' of 2010), and incompatible land uses due to aviation flight and safety corridors. Conversely, the land use decisions of Herriman can impede the ability of Camp Williams to prepare and ready military personnel for national defense actions and state disaster missions.

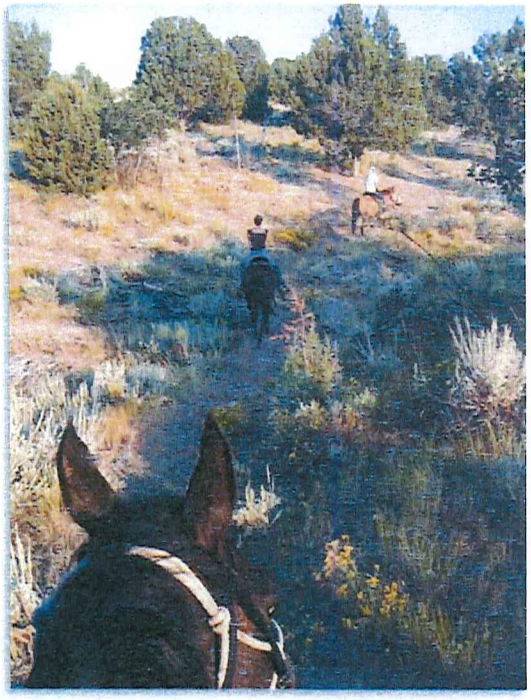
9 *Hillside Residential*

Located on the steep hillside edges of the community, these steep and hilly areas are most suitable for low-density, single

family development. These sites can act as buffers between the adjacent low density development areas located in Salt Lake County, and other residential uses in Herriman.

10 ***Open Space***

Dominated by steep slopes and hillsides, the area is generally unsuitable for development. The large tracts of open space are primarily privately owned, and cannot be used for public recreation uses, even though the land is generally suitable for "natural" recreational activities and uses such as hiking, mountain biking and horse riding. As development occurs in these areas, open space can be deeded to the City or reserved as public open space so they are available for public access and use.



11 ***Resort Recreation***

Located in the upper reaches of the steep Oquirrh Mountain slopes south of the city, two segments have been identified as potential sites for future Resort Recreation. Access, density and other site planning considerations will need to be carefully worked out before development could take place.

12 ***Historic District***

This boundary of this neighborhood traces the original settlement boundaries of the city prior to recent development surges (see Figures 3-19 through 3-22 for examples of how the area appeared in the past). Many of the homes and properties located in this neighborhood continue to express the historical look and feel of Old Herriman, and should be preserved.

13 ***Rose Basin***

This area was annexed in 2009. It was previously part of the Southwest Plan (unincorporated) area of Salt Lake County.

14 ***Northwest Annexation Area (Unincorporated)***

Located north and west of the city in unincorporated Salt Lake County, this 2,700+ acre district is ripe for development and is likely to be annexed into the city one day in the future.

15 ***Southwest Plan (Unincorporated)***

This large and sprawling area is located west of the city limits in unincorporated Salt Lake County. Also known as High Country Estates, the area contains a range of rural homes located on large hillside lots. Roads, utilities and services generally do not meet the higher standards of Herriman City. A level of cooperation is required between Herriman, Salt Lake County and residents of both communities to ensure transitions are unified and compatible.

Figure 3-19 through 3-21
Images of Historic Herriman

Existing Land Use

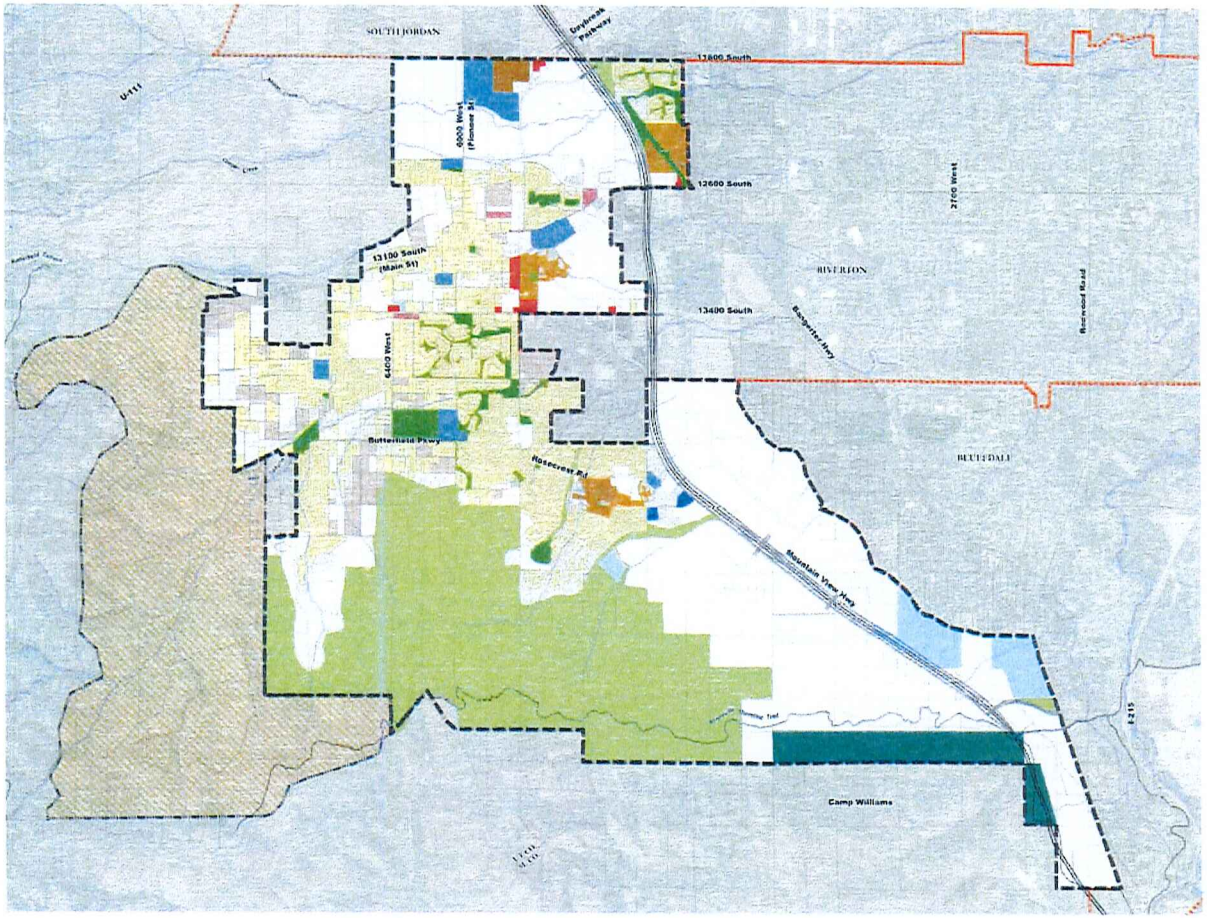
As illustrated in Map 2 and Table 1, the existing city boundary encompasses approximately 12,822 acres of land. The largest is vacant/agricultural use (42%) followed by open space (25%). The large majority of developed land is occupied by low density residential (19%), followed by rural residential (3%) and military land/Camp Williams (3%). Other developed land includes medium density residential (1.4%), and public and quasi-public/utilities (2%).

Table 1
Existing Land Use within Existing Municipal Boundaries

Rural Residential	401	3.1%
Low Density Residential	2441	19.0%
Medium Density Residential	184	1.4%
High Density Residential	22	0.2%
Public	182	1.4%
Quasi-Public	271	2.1%
School	12	0.1%
Commercial	39	0.3%
Mixed-Use	19	0.1%
Parks	183	1.4%
Pocket Parks & Paths	114	0.9%
Open Space	3181	24.8%
Resort/Recreational	43	0.3%
Military Operational	380	3.0%
Vacant/Agric.	5350	41.7%
HERRIMAN GRAND TOTAL	**12822**	100.0%

Existing Population & Projections

The City's fast growth in recent years makes projecting population particularly challenging. With a total population of only 1,523 in 2000, the population increased to 21,785 by the



MAP 2
Existing Land Use

- Hillside/ Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Commercial
- Public/Institutional/Cultural
- Schools
- Quasi-Public/Utilities
- Open Space
- Pocket Parks and Paths
- Parks and Recreation
- Military Operation
- Vacant/ Agricultural
- Herriman City Boundary
- Northwest Annexation Area
- Southwest Plan/ High Country Estates
- Municipal Boundaries

HERRIMAN
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HERRIMAN CITY

2010 Census, which is a 245 annual growth rate and a thirteen-fold increase in population during the period. More recent Census estimates from 2012 put the City's population at 24,433. Conservative estimates by the Governor's Office of Planning and Budget (GOPB) shown in Table 2 below project continued growth at the highest rate of any city in Salt Lake County.

Table 2:
GOPB Population Projections

	2010	2020	2030	2040	2050	2060	Percent Change 2010-2060	AAGR
Salt Lake		140,95	179,64	218,52	259,05	302,61		
County	118,554	0	3	7	0	9	155.26%	1.89%
Bluffdale	7,598	10,099	16,777	19,499	22,098	25,125	230.68%	2.42%
Herriman	21,785	27,003	38,458	50,114	64,896	81,310	273.24%	2.67%
Riverton	38,753	44,339	50,150	56,512	61,974	67,192	73.39%	1.11%
					110,08	128,99		
South Jordan	50,418	59,509	74,258	92,403	3	2	155.84%	1.90%

The GOPB estimates heavily weight a historically low population and recent slowing in housing growth during the recession. Since Herriman City's rapid growth has been through new home construction in the last decade, City staff provided another estimate that accounts for renewed gains in the housing market during the economic recovery. These estimates were created for impact fee calculations and account for build-out potential within the City as housing starts to regain rapid momentum, and are illustrated in Table 3.

Table 3:
Population Projections Prepared by Herriman City

	2010	2020	2030	2040
Herriman City Population Projections	21,785	42,506	71,361	100,004

According to these projections, Herriman's 2013 population will increase from 28,176 to 55,607 by the end of the twelve-year planning period. This represents a 5.7% average annual growth rate, and a near doubling of existing population. In order to accommodate the expected growth, the amount of land required must be determined.

Existing Zoning

As illustrated in Map 3, zoning in Herriman consists of 6 residential zones, two mixed use zones, an office/professional zone, two commercial zones (neighborhood and community commercial), three agricultural zones, three forestry recreation zones, and a resort community zone.

Relationship between the General Plan and the Zoning Ordinance

The relationship between the general plan and the zoning ordinance is often misunderstood, but there are clear legal and administrative differences. For example, while the general plan is a guide for the future use of land, the zoning ordinance regulates the use of land in the present. As a guide, the general plan is not a binding, legal document, but is useful to support the legal strength of the zoning ordinance.

A key difference between a general plan and the zoning ordinance is timing. The general plan is intended to show the future use of land at some point in the future, which in this case is 2025. The zoning ordinance, on the other hand is immediate, regulating land use today. Since the plan determines the future use of land, re-zonings should generally be consistent with the general plan. The Herriman City Zoning Ordinance is based on the Euclidian Model, which is discussed in Figure 3-22. The

Figure 3-22
Zoning Approaches

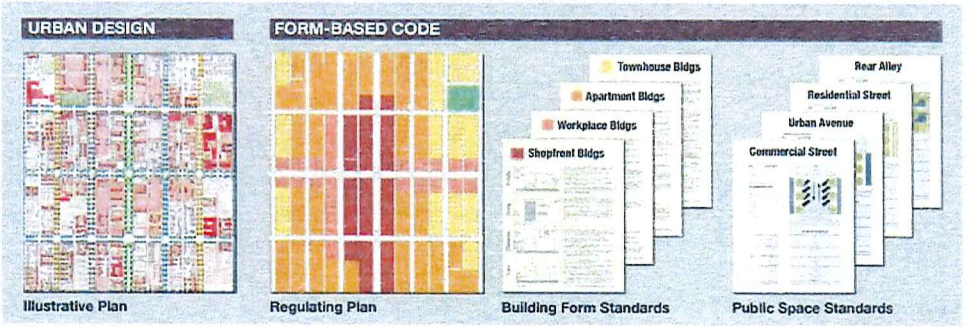
The various approaches to zoning can be divided into four broad categories: **Euclidean, Performance, Incentive, and Form-based.**

Named for the type of zoning code adopted in the town of Euclid, Ohio, and approved in a landmark decision of the U.S. Supreme Court, **Euclidean zoning** codes are the most prevalent in the United States. Euclidean zoning is characterized by the segregation of land uses into specified geographic districts where limitations on development activity are stipulated. Advantages include relative effectiveness, ease of implementation, long-established legal precedent, and familiarity. However, the system is often criticized for its lack of flexibility and institutionalization of a now-outdated planning theory.

Performance zoning uses goal-oriented criteria to establish review parameters for proposed development projects. Performance zoning is intended to provide flexibility, rationality, transparency and accountability, avoiding the arbitrariness of the Euclidean approach and better accommodating market principles and private property rights with environmental protection. This type of zoning has not been widely adopted in the USA.

First implemented in Chicago and New York City, **incentive zoning** is a reward-based system intended to encourage development that meets established goals. Typically, the method establishes a base level of development and a reward scale to entice developers to incorporate the desired development criteria. Incentive zoning allows a high degree of flexibility, but can be complex to administer.

Form-based codes offer considerably more flexibility in building uses than do Euclidean codes. Form-based zoning regulates the form that land use may take rather than the type of land use allowed. For instance, form-based zoning in a dense area may insist on low setbacks, high density, and pedestrian accessibility. In recent years several cities and towns in the US have replaced their Euclidian zoning ordinances with form-based codes.



Zoning Ordinance consists of the **Zoning Code**, which defines the permitted uses, standards and requirements for each zone, and the **Official Zoning Map**, which identifies the location of each zone (Map 3).

Existing Land Ownership

Map 4 illustrates the distribution and pattern of land ownership in Herriman. Private land is by far the most prevalent, followed by quasi-governmental lands (state roads and utility areas), city-owned properties, educational properties (Jordan School District) federal land (Camp Williams) and a few Salt Lake County properties.

Existing Land Ownership – Northwest Annexation Area

Map 5 illustrates land ownership in the Northwest Annexation Area. This 2700+ acre district is owned by four major land holders, each with different visions for their property. The following is a summary of future goals and visions for each, based on interviews with city staff and members of the planning team.

Dansie Properties

These properties make up approximately twenty percent of the proposed annexation area. The land is located in the Butterfield Creek drainage and is mostly undeveloped. According to interviews conducted with a representative of the family, they would like to cooperate with Herriman City, although they are considering remaining in the unincorporated county for the time being. The Dansie family believes that development should begin to the east, and do not want any roads extended through the property. They also envision retail and commercial development along the north side of 13100 South Street.

Last Holdout LLC

This property is owned by the Bastian family, which still farms the land. Last Holdout LLC envisions a planned development with low-to-high density residential, mixed uses and commercial uses, which will link up with higher-density residential, mixed use and TOD uses proposed for other property owned by Last Holdout in the Northeast quadrant of the City. Herriman City envisions a large park in this area, 80-100 acres in extent.

Suburban Land Reserve

Consisting of nearly 300 acres of land, this area is owned by Suburban Land Reserve (SLR), a real estate investment subsidiary of The Church of Jesus Christ of Latter Day Saints. Representatives of SLR envision a mix of residential and limited commercial uses on their property, intermixed with open space corridors, schools, parks and churches.

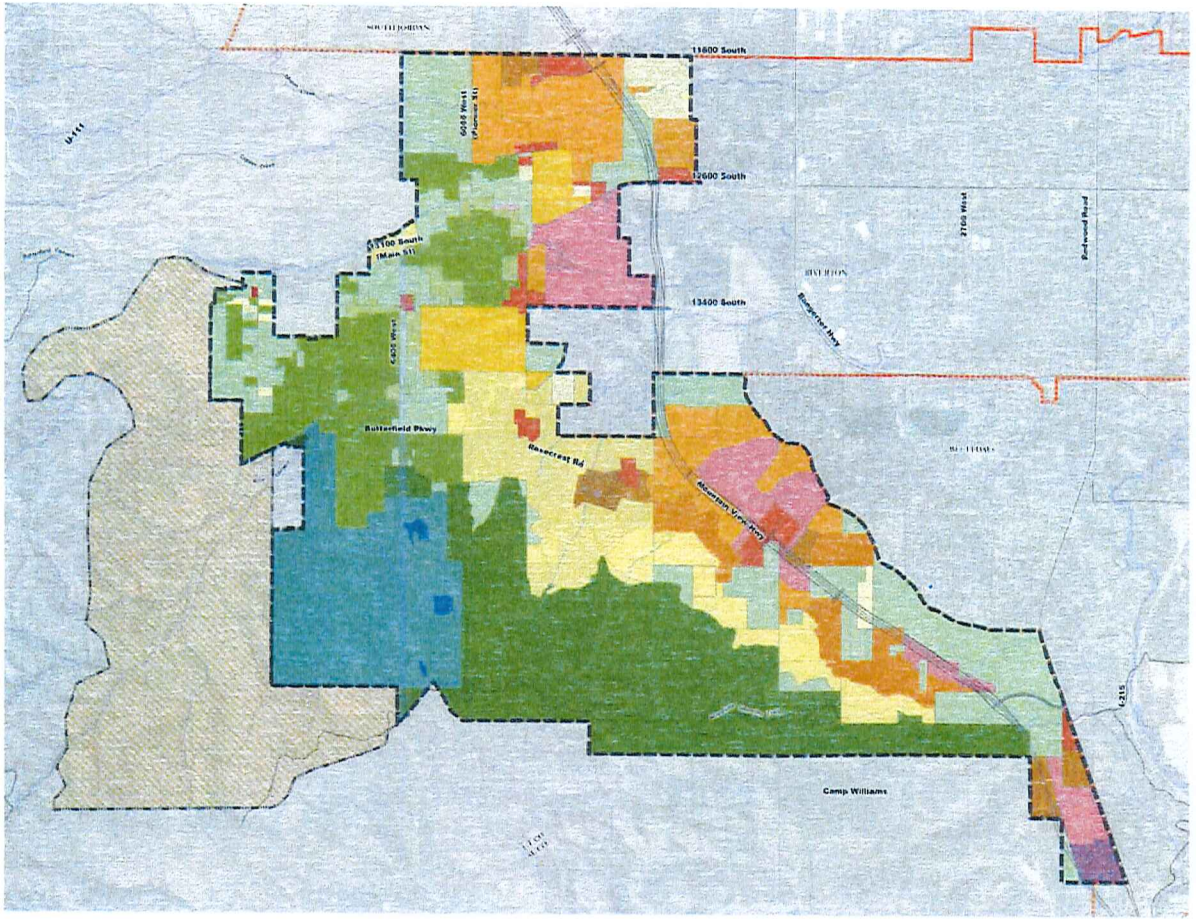
OM Enterprises/Kennecott Utah Copper

These two properties comprise the largest holdings in the area. The owners have not prepared a detailed development vision for the area, since their focus is on the daybreak Community to the north.

Future Land Use

Community Vision

To ensure that future growth meets the needs and expectations of the community, a clear planning vision is required. As summarized below and illustrated in the Herriman Vision Map (Figure 3-23), comments provided



MAP 3
Zoning

- R-1-10 Residential - single family on 10,000 sq. ft. min.
- R-1-15 Residential - single family on 15,000 sq. ft. min.
- R-1-21 Residential - single family/limited animal uses on 1/2 acre min.
- R-2-10 Residential - single family or dwelling group on 10,000 sq. ft. min.
- R-2-15 Medium Density Residential
- R-M Residential - multi family
- OP Office Professional
- MU-2 Mixed Use 2 Zone
- MU Mixed Use
- M-1 Manufacturing Zone
- C-1 Neighborhood Commercial
- C-2 Community Commercial
- A-1 Agricultural - single family/animals allowed on 1 acre min.
- A-.50 Agricultural - single family/limited animals uses on 1/2 acre min.
- A-.25 Agricultural - single family on 10,000 sq. ft. min.
- FR-1 Forestry Recreation - 1 acre min.
- FR-2.5 Forestry Recreation - 2 1/2 acre min.
- FR-5 Forestry Recreation - 5 acre min.
- RC Resort Community Zone
- Herriman City Boundary
- Northwest Annexation Area
- Southwest Plan/ High Country Estates
- Municipal Boundaries

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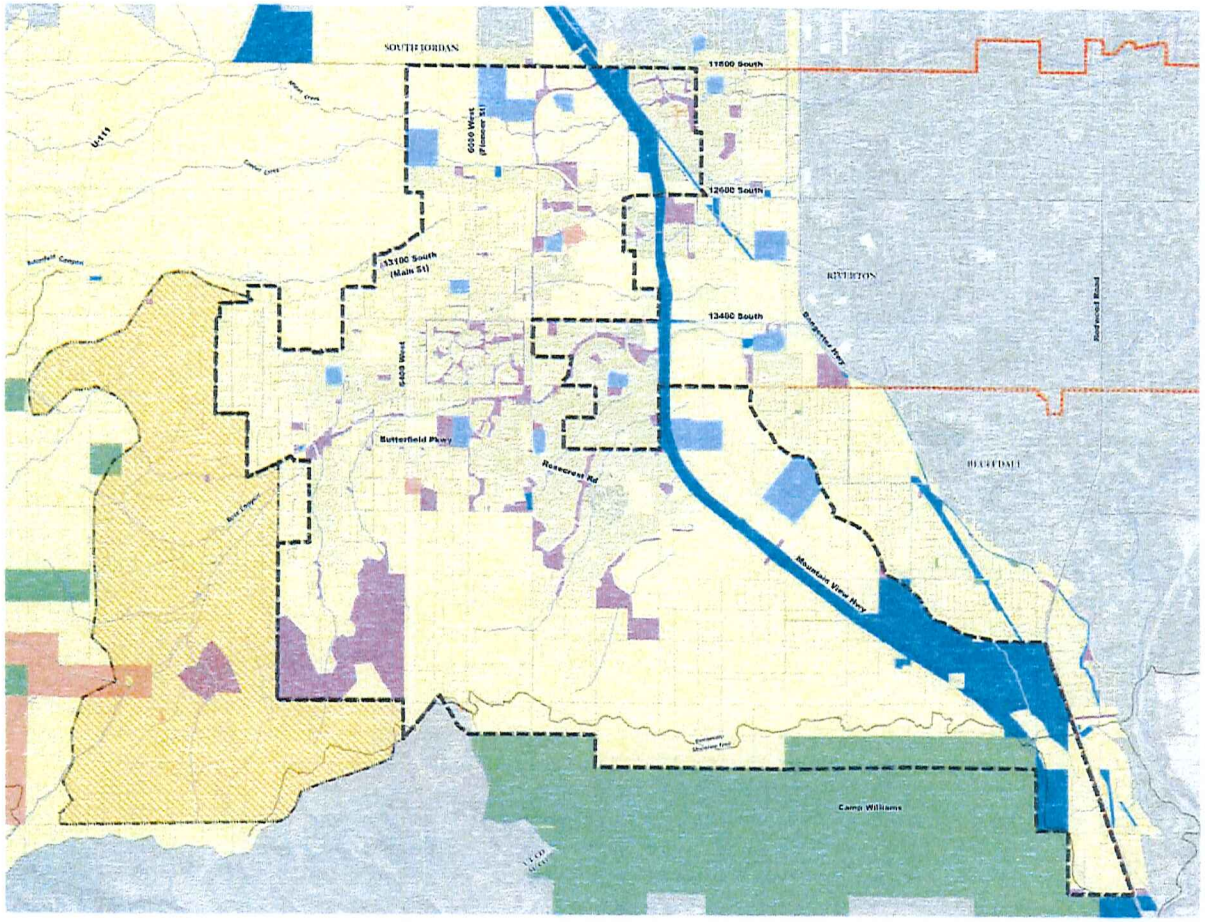

MAP 4
Existing Land Ownership

- Private
- City
- SL county
- Education
- Federal
- Quasi Government
- Herriman City Boundary
- Northwest Annexation Area
- Southwest Plan/ High Country Estates
- Municipal Boundaries

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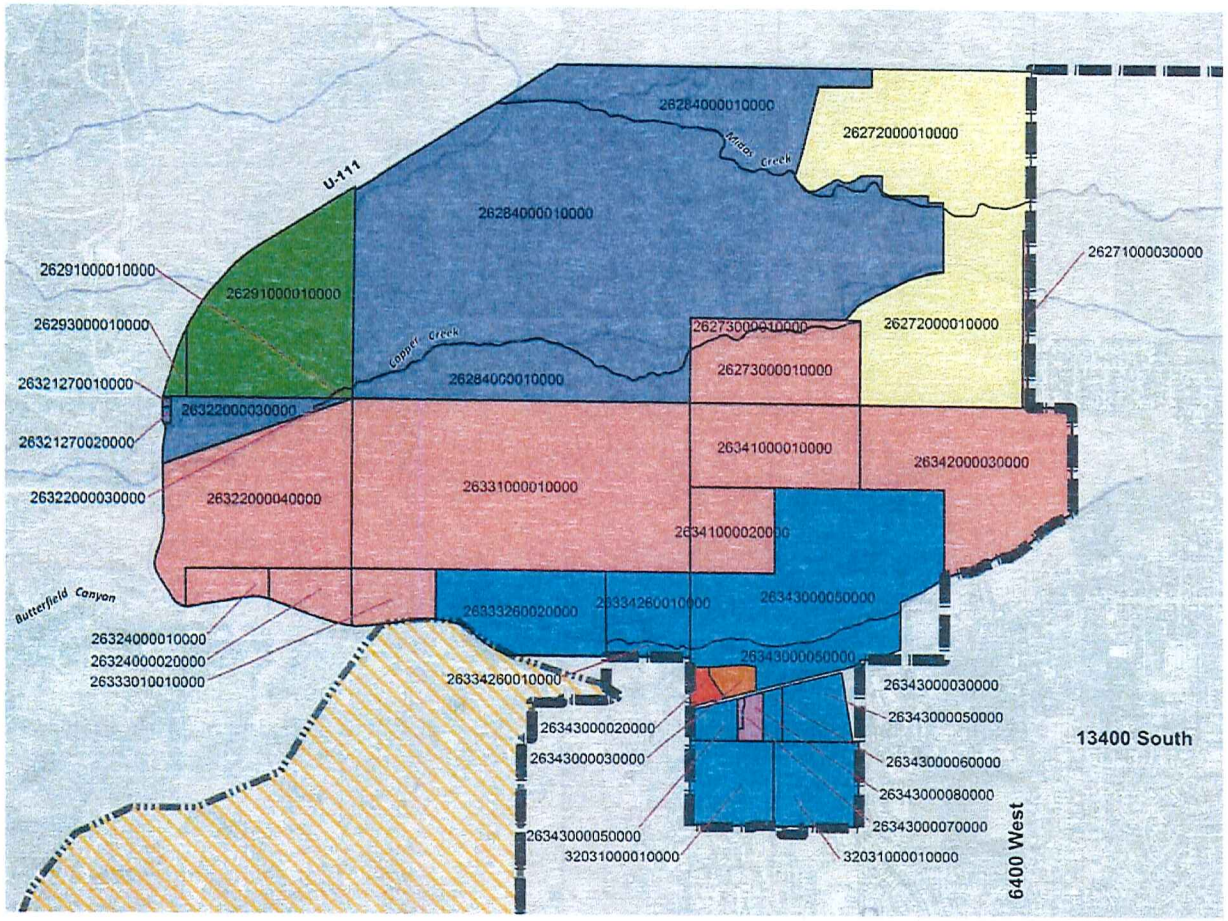

MAP 5

Annexation Area:
Existing Land Ownership

- Dansie, Boyd
- Dansie, J Rodney
- Dansie, Jessie
- Dansie, Richard
- Suburban Land Reserve Inc.
- Last Holdout LLC
- OM Enterprises Co
- Kennecott Utah Copper
- Herriman City Boundary
- Northwest Annexation Area
- Southwest Plan/ High Country Estates

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Figure 3-23
Herriman Vision Map

during the public participation process form a clear picture of what is desired for the future community:

A Vision for Herriman

- Planned development
- Parks for all users, connected by an interconnected system of trails
- Controlled development that is well-connected and respectful of the surrounding foothills, natural systems and agricultural roots of the community
- A balanced mix of housing densities, which will provide "cradle-to-grave" opportunities to live and develop
- Improved design standards that reflect the "countryside flavor" and roots of Herriman
- Protection of the historic township district to serve as a reminder of past ways and conditions
- Controlled growth focused on big picture traffic solutions
- A wider range of commercial uses and services

The public vision also aligns with the land use vision contained in the *Herriman 2020 Plan*, as follows:

"The settlers of Herriman had to be innovative in order to survive the harsh winter climate and rugged outdoor lifestyle. Those very traits of innovation, entrepreneurship and a "can-do" attitude are what will propel Herriman into the future.

A key element that is required for Herriman to move forward is the formation and maintenance of "partnerships." Industry and education must be monitored closely to accurately forecast and meet future needs; government must work with industry to ensure that there is suitable land to attract business development; private developers must continue to work hard to ensure that a range of housing and business opportunities are available to meet future needs. The visual appearance of the community must be more attractive, and government agencies should cooperate when land is acquired and annexed into the City."

Other visions contained in the previous plan address future land use, as follows:

- Strike a **balance** between the various land uses in a manner that ensures infrastructure is maximized.
- Adequate **services, employment and recreation opportunities** should be provided as needed, and the residential uses varied.
- The local economy was previously driven by new residential development and construction. Herriman must **diversify** its economic base and maintain an adequate amount of land to attract income-generating uses.
- Ensure that **residential forms and densities** are as diverse as the local topography. New homes should be developed in a manner that responds to the natural environment and setting. Land use diversity, compatibility, and buffering with surrounding uses should be considered when making land use and density decisions.

- Encourage and maintain Herriman's unique **"sense of place"**.
- Apply **Open Space Residential clustering** techniques to protect sensitive lands and critical open spaces. Areas to be protected include drainage corridors, wetlands, wildlife habitats, steep slopes, contaminated soils, viewsheds, and natural vegetative cover, for example. Hillsides, canyons, and natural drainage channels should be protected from indiscriminate development to insure retention of the natural slopes and natural vegetation. Residential development adjacent to Commercial, Industrial, Transportation, and Institutional land uses should be buffered from the impacts associated with those uses.

Future Land Use Concept

As illustrated in Map 6 and described below, the Future Land Use Concept builds upon existing patterns of development and growth directions, incorporating key elements of the Land Use Vision and eschewing the sprawling development patterns of adjacent communities and unincorporated areas. The result is a well-planned city of the future.

The Land Use Concept strikes a balance between uses, locating them in a manner that provides natural transitions and which encourages compatibility. The pattern of development maximizes infrastructure and other services, and embraces natural topography and drainage features to provide recreational opportunities and well-connected trail corridors.

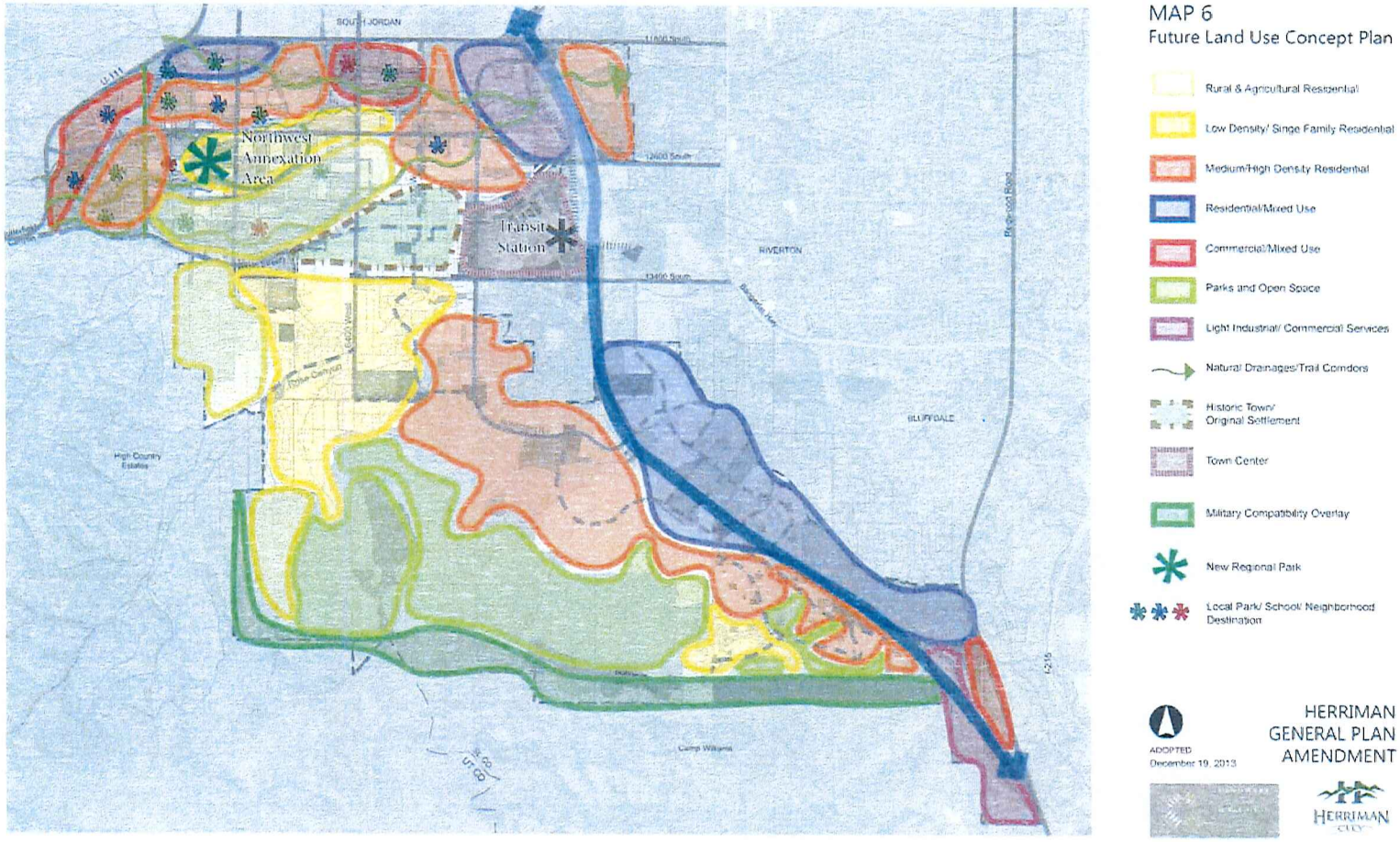
The land use concept also preserves the historic core of the city, helping to maintain the Herriman "sense of place" for future generations. It also assumes that potential annexation areas northwest of the city will join the community, extending Herriman's reach in a well-planned and consistent manner.

The Plan also embraces the incorporation of the Northwest Annexation Area into the City. Since most of this area is owned by a handful of large property owners, the area is likely be developed as large Planned Unit Developments (PUDs), in which case the residential densities will be significantly higher than indicated in the plan maps, clustered within large project areas. **Other uses which may be appropriate for the area include business parks, research parks, light industrial uses, offices and office parks, as well as other well-planned uses not indicated on the plan maps, particularly where High Density Residential, Mixed Use and Commercial Uses are indicated.**

Finally, the Future land Use Concept assumes that U-111/Bacchus Highway will be connected with Tooele County via Butterfield Canyon, forming a southern roadway connection between Salt Lake and Tooele counties and enhancing development opportunities in the northwest reaches of the city. It is also assumed that light rail will be extended into the northeast corner of the city, providing Transit-oriented Design (TOD) opportunities around Herriman Towne Center. The concept promotes sustainable economic development, particularly along the northwest and northeast edges of the city.

Future Land Use Plan

Map 7 illustrates Herriman as it might appear in the future at build-out. Map 8 focuses on the changes proposed in the Northwest Annexation Area. The plan assumes that all of the large land holdings northwest of the city are annexed into Herriman, carefully


MAP 6
Future Land Use Concept Plan
Rural & Agricultural Residential
Low Density/ Singe Family Residential
Medium/High Density Residential
Residential/Mixed Use
Commercial/Mixed Use
Parks and Open Space
Light Industrial/ Commercial Services
Natural Drainages/Trail Corridors
Historic Town/ Original Settlement
Town Center
Military Compatibility Overlay
New Regional Park
Local Park/ School/ Neighborhood Destination
Northwest Annexation Area
Transit Station
SOUTH JORDAN
RIVERTON
BLUFFDALE
High Country Estates
Camp Williams
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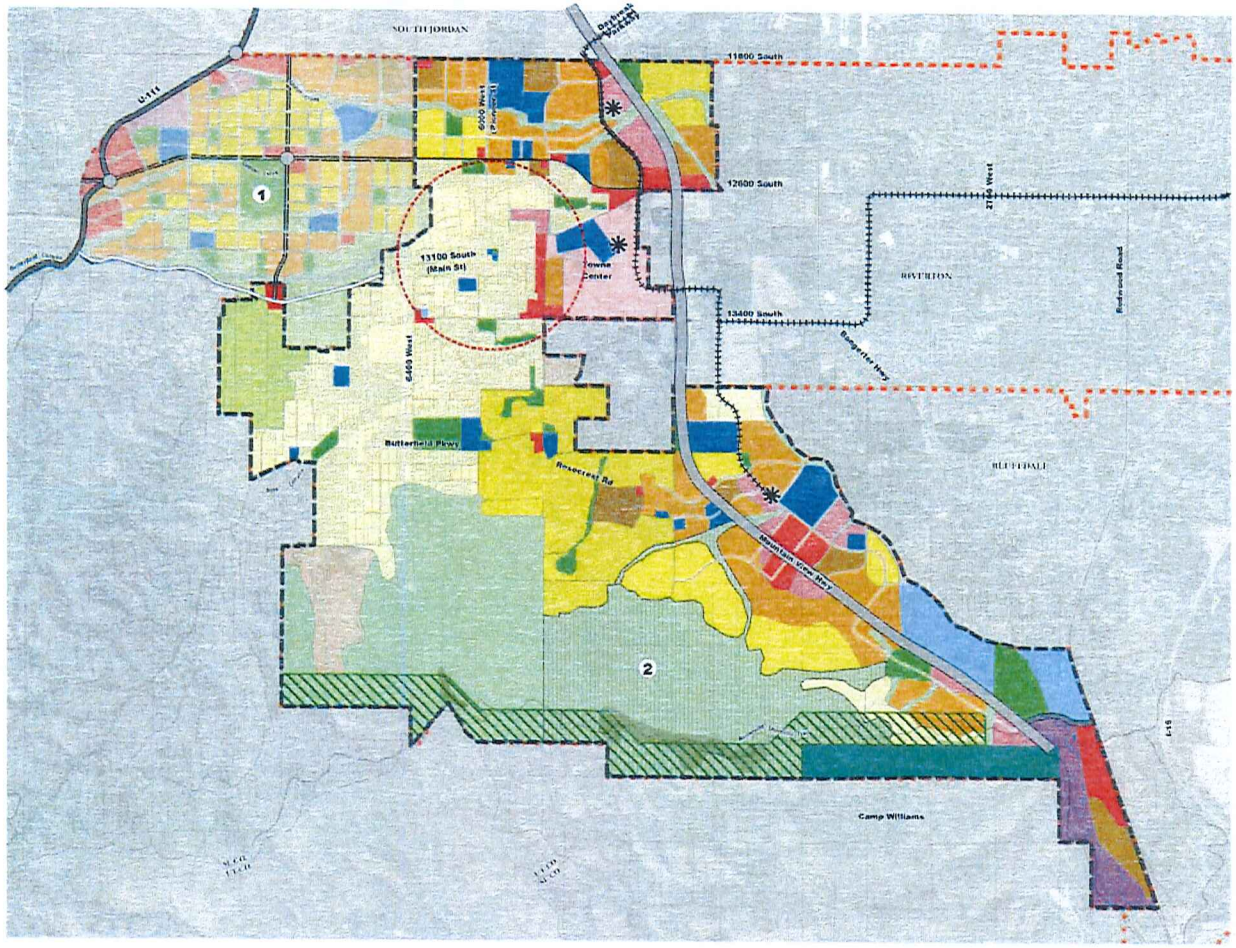

MAP 7

Future Land Use 2025

- Hillside/ Rural Residential (0.5 - 1.7 du/acre)
- Agricultural Residential (1.8 - 3.0 du/acre)
- Low Density Residential (1.8 - 2.5 du/acre)
- Single Family Residential (2.6 - 4.5 du/acre)
- Medium Density Residential (4.6 - 8 du/acre)
- High Density Residential (8 - 20 du/acre)
- Mixed Use
- Mixed Use - Towne Center
- Commercial
- Light Industrial Park/ Business Park
- Public/ Institutional/ Cultural/ Schools
- Quasi-Public/ Utilities
- Military Operational
- Resort/ Recreational
- Open Space
- Parks and Recreation
- Parks & Recreation- Natural
- (1) Northwest Regional Park
- (2) Hillside Nature Park
- Herriman City Boundary
- Military Compatablity Overlay
- Northwest Annexation Area
- Municipal Boundaries
- Light Rail
- Transit Station
- Roundabout
- Historic District Conservation Zone

(final boundary to be determined by special committee)

HERRIMAN GENERAL PLAN AMENDMENT

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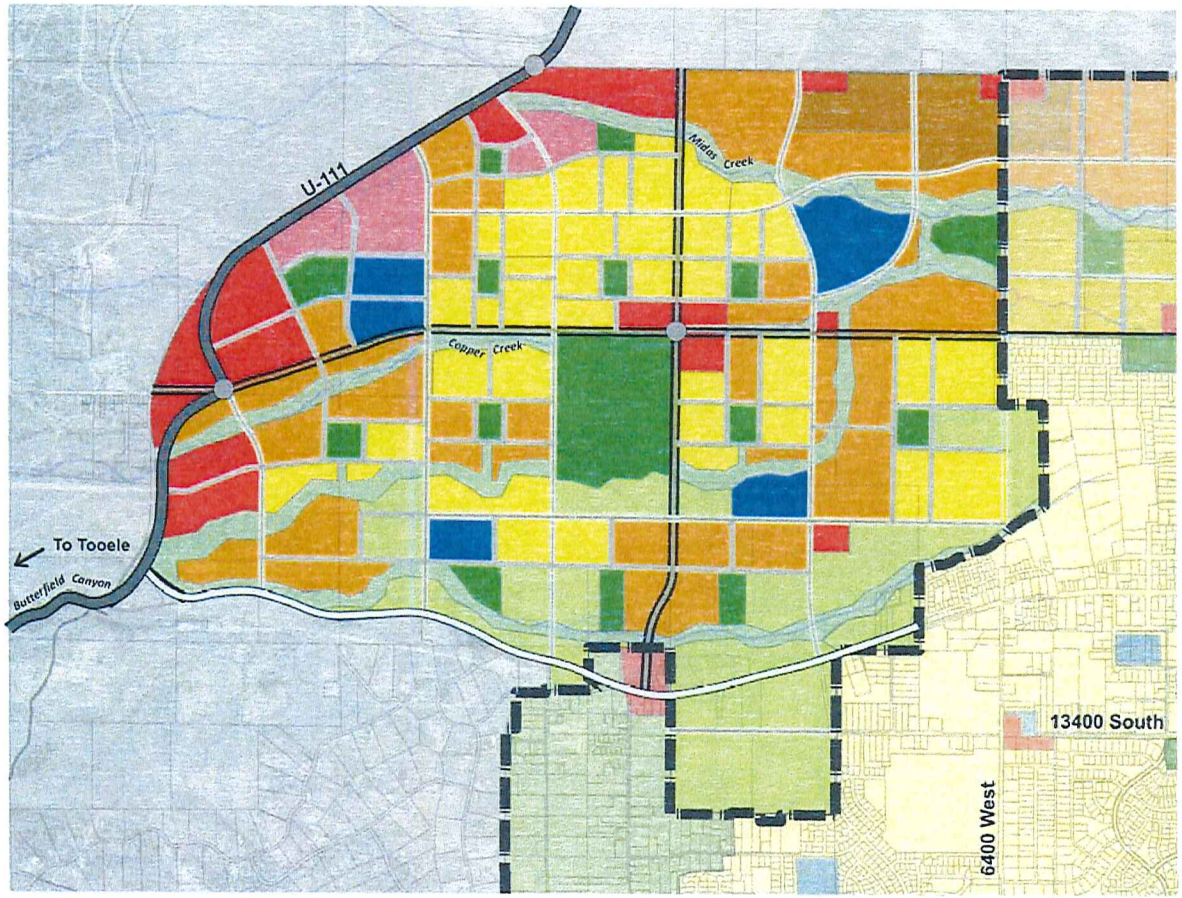
HERRIMAN CITY



MAP 8

Annexation Area:
Future Land Use 2025

- Agricultural Residential (1.8 - 3.0 du/acre)
- Low Density Residential (1.8 -2.5 du/acre)
- Single Family Residential (2.6 - 4.5 du/acre)
- Medium Density Residential (4.6 - 8 du/acre)
- High Density Residential (8 - 20 du/acre)
- Mixed Use
- Commercial
- Public/ Institutional/ Cultural/ Schools
- Open Space
- Park
- Herriman City Boundary
- Roundabout

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Table 4

Future Land Use within Existing Municipal Boundaries

Rural Residential	307	2.4%
Agricultural Residential	339	2.6%
Low Density Residential	2469	19.3%
Single-Family Residential	1641	12.8%
Medium Density Residential	1359	10.6%
High Density Residential	318	2.5%
Mixed-Use	335	2.6%
Mixed-Use (Towne Center)	315	2.5%
Commercial	348	2.7%
Light Industrial/Business Park	265	2.1%
Public	452	3.5%
Quasi-Public	331	2.6%
Parks	399	3.1%
Open Space	3473	27.1%
Resort/Recreational	154	1.2%
Military Operation	317	2.5%
TOTAL	**12822**	**100.0%**

Table 5

Future Land Use – Northwest Annexation Area

Agricultural Residential	417	15.4%
Single-Family Residential	553	20.4%
Medium Density Residential	655	24.2%
High Density Residential	84	3.1%
Commercial	241	8.9%
Mixed-Use	102	3.8%
Parks	234	8.6%
Open Space	300	11.1%
Public	124	4.6%
TOTAL	**2710**	100.0%

Table 6

Future Land Use – Existing Boundaries & Northwest Annexation Area Combined

Hillside/Rural Residential	307	2.0%
Agricultural Residential	756	4.9%
Low Density Residential	2469	15.9%
Single-Family Residential	2194	14.1%
Medium Density Residential	2014	13.0%
High Density Residential	402	2.6%
Light Industrial/Business Park	238	1.5%
Commercial	606	3.9%
Mixed-Use	437	2.8%
Mixed-Use (Towne Center)	315	2.0%
Public	576	3.7%
Quasi-Public	331	2.1%
Parks	633	4.1%
Open Space	3773	24.3%
Resort/Recreation	154	1.0%
Military Operational	317	2.0%
TOTAL	**15522**	**100.0%**

folded into the city structure. The plan envisions a more sustainable city that is pedestrian-oriented and bikeable, that maximizes infrastructure capacity and provides a range of services within easy access of local homes. The plan addresses public interest in the formation of a more "livable" city that preserves "old time" patterns and places and encourages a wider range of housing options.

Table 4 illustrates proposed land uses within the existing city boundaries, while Table 5 shows the future land uses in the northwest annexation area. Table 6 indicates the future land uses for both areas combined. Detailed descriptions and assumptions for each future land use are presented in the following pages.

1. Hillside/Rural Residential (0.5 to 1.7 du/acre)

Supply: Approximately 307 acres, 2.0% of 2025 Plan Area (including the Northwest Annexation Area)

Use: Large-lot residential with open space. May be located on hillsides, in environmentally sensitive areas, in resort/recreational areas and on buffer/fringe areas.

Goals: Cluster development onto part of site to protect sensitive resources, minimize footprint of construction, and buffer sensitive areas.

Protect slopes over 30% by clustering homes onto more moderate slopes.

Provide common or public access to open space or recreation resources.

Linked open spaces to community wide open space and trail corridors.

Clustered development is encouraged in these areas to help preserve open space and sensitive sites such as drainage corridors, wetlands, wildlife habitats, steep slopes, areas with contaminated soils, viewsheds and areas with natural vegetative cover. By clustering residential development onto a portion of a development parcel, open space can be aggregated with other parcels as public open space, which can then be held in private ownership with protective covenants and public trail easements; maintained in joint ownership with protective covenants and public trail easements; transferred to a private conservation trust; or owned publicly (see discussion on *Possible Tools for Preserving Private Open Space and Protecting Sensitive Lands* later in this chapter for more ideas and details).**Error! Bookmark not defined.**

2. Agricultural Residential (1.8 to 3.0 du/acre)

Supply: Approximately 873 acres, or 5.6% of the 2025 Plan Area (including the Northwest Annexation Area.)

Use: Similar to Low Density Residential, except agricultural uses are allowed. Higher densities are achievable as part of PUDs that include one-half acre lots suitable for agricultural uses, and a range of other lot sizes.

Goals: Facilitate agricultural uses on large residential lots.

Protect sensitive resources.

Buffer other low density and agricultural areas from other uses.

Encourage estate home development.

Parks and open spaces linked to community wide open space and trail corridors.

3. Low Density Residential (1.8 to 2.5 du/acre)

Supply: Approximately 2,818, or 18.1% of the 2025 Plan Area (including the Northwest Annexation Area.)

Use: Large-lot residential. May be located adjacent to environmentally sensitive areas.

Goals: Protect sensitive resources.

Buffer other areas of low density.

Encourage estate home development.

Parks and open spaces linked to community wide open space and trail corridors.

4. Single Family Residential (2.6 to 4.5 du/acre)

Supply: Approximately 1,565 acres, 10.1% of 2025 Plan Area (including the Northwest Annexation Area.)

Use: Single family detached residential.

Goals: "Typical suburbia."

Provide land for supporting uses such as parks and recreation, schools, and quasi-public uses.

Preserve minimum 20% of site as open space.

Parks and open spaces linked to community wide open space and trail corridors.

5. Medium Density Residential (4.6 to 8 du/acre)

Supply: Approximately 2,021 acres, 13.0% of 2025 Plan Area (including the Northwest Annexation Area.)

Use: Single family detached or attached residential.

Goals: Housing diversity and affordability.

Provide land for supporting uses such as parks and recreation, schools, and quasi-public uses.

Buffer the impacts of more intense land uses from lower density residential neighborhoods.

Planned Unit Developments (PUDs) and Home Owner Associations (HOAs) are encouraged where appropriate.

Preserve minimum 20% of subdivisions/projects as open space.

Parks and open spaces linked to community open space and trail corridor system.

6. High Density Residential (8 to 20 du/acre)

Supply: Approximately 540 acres, 3.5% of 2025 Plan Area (including the Northwest Annexation Area)

Use: Attached residential and multi-family residential. Should be adjacent to commercial, along high capacity traffic corridors.

Goals: Housing diversity and affordability.

Attract residents of different life stages.

Support active adult communities and other higher density lifestyle communities.

PUDs and HOAs are encouraged where appropriate.

Preserve minimum 20% of site as open space.

Parks and open spaces linked to community wide open spaces and trail corridors. These amenities should be limited to areas located adjacent to commercial properties and along high volume traffic corridors, where they can more easily be designed to buffer the impacts of these more intense land uses from lower density residential neighborhoods.

7. Light Industrial/Business Park

Supply: Approximately 265 acres, 1.7% of 2025 Plan Area (including the Northwest Annexation Area)

Use: Light industrial uses, incubator businesses, "flex" uses, warehousing and distribution. Located along significant traffic corridors with appropriate transportation access.

Goals: Provide support services to commercial areas.

Employment center for assembly, distribution and logistics jobs to balance retail and service jobs.

Provide location for businesses that support and complement military operations at Camp Williams.

Balance the city's economic base.

Lower intensity development with infrastructure to support industry and distribution.

Allow complementary signage that respects Herriman's character and viewsheds.

8. Commercial

Supply: Approximately 620 acres, 4.0% of 2025 Plan Area, including the Northwest Annexation Area)

Use: Local and regional-serving retail, entertainment, professional offices, and public facilities. Located

along significant traffic corridors/intersections, in areas with ideal transportation access.

Goals: Commercial centers at a range of sizes; local-serving to regional attractions.

Consumer goods and services.

Entertainment offerings such as restaurants, theatres, and fun centers.

Employment centers such as office parks, corporate buildings.

Balance of jobs in the office, retail and service sectors.

Higher intensity and multi-story development.

Densities and designs to support future transit and transit-oriented development.

Allow complementary signage that respects Herriman's character and viewsheds.

9. Mixed Use (maximum 15 du/acre)

Supply: Approximately 445 acres, 2.9% of 2025 Plan Area (including the Northwest Annexation Area)

Use: Balanced combination of residential and commercial. Located at areas with high accessibility and diversity of uses supported.

Goals: Higher density to support high-density destination character and uses.

Higher density residential (15 du/acre) or office as transition areas in high impact areas and as buffer to commercial and highways.

No preference given to residential or commercial uses. Final decisions should be based on future market needs and community preferences.

Multi-story buildings that may include ground floor retail and residential or office above are allowed.

Include public spaces such as plazas, parks, and entertainment centers.

Support shared parking to increase walkability.

Include enhanced streetscape, wide sidewalks, bike lanes and trails for a walkable community

Include mixed-use community centers that incorporate retail, commercial, housing and community services.

Promote pedestrian-oriented development and efficient infrastructure.

10. Mixed Use (Towne Center)

Supply: Approximately 370 acres in total, 2.3 % of 2025 Plan Area (including the Northwest Annexation Area). Minimum residential density of 5.5 du/acre.

Use: Centrally-located residential and commercial district, community civic center.

Goals: Encompasses a wide range of uses, including commercial, mixed use, high and medium density, civic, cultural, parks, and open space uses.

Should be the highest residential density in the city, with a mixture of housing types, including town homes, apartments, patio homes, and live/work units.

Large retail uses should be located adjacent to the Mountain View Corridor.

Streets should be lined with trees and interconnected with a system of wide sidewalks, trail corridors, plazas, and other pedestrian-friendly spaces and amenities.

A road system should be created to elicit a "Main Street" feel with a mix of civic, cultural, and commercial uses.

The Towne Center neighborhood is located east of Historic Herriman Original Settlement Area, between 12600 S and 13400 S. This area has long been used for agricultural purposes, most notably farming. The neighborhood is intended to become the central residential and commercial district, and part of the community civic center. The owners and developers have worked closely with Herriman City in the development of planning the vision for the Towne Center neighborhood, which was approved in 2008.

The vision for the Towne Center is a neighborhood with a "contemporary" old town feel that will serve as a gathering place for the entire community and a major entry point for the city. The neighborhood is intended to encompass a wide range of uses, including commercial, mixed use, high and medium density residential, civic, cultural, parks, and open space uses. And will be one of the highest density residential areas in the city. A mixture of housing types and styles is envisioned, including town homes, apartments, patio homes, and live/work units. Residential development in this area should have a minimum average density of 5.5 dwelling units per acre.
Large retail uses will be located at the southeast corner of the neighborhood, adjacent to the interchange of the Mountain View Corridor. The road system should promote good traffic flow, leading vehicles to an internal street system designed to elicit a "Main Street" feel with a mix of civic, cultural, and commercial uses. Design guidelines have been approved by the city to control the overall theme and feel. The streets are envisioned to be attractive, lined with trees and interconnected with a system of wide sidewalks, trail corridors, plazas, and other pedestrian-friendly spaces and amenities. A new Civic Center, including a city hall (currently being designed), library (completed), recreation center (completed) and other compatible uses will be the central focus of the Towne Center neighborhood.

11. Public/Institutional/Schools

Supply: Approximately 559 acres, 3.6% of 2025 Plan Area (including the Northwest Annexation Area)

Use: Schools, libraries, police and fire stations as anchors to neighborhood life and activity. It should be noted that the specific location and acreage for public schools will ultimately be determined by school district authorities, in consultation with Herriman City, other municipalities and Salt Lake County.

Goals: Provide community support services.

Encourage civic activism.

Architecture and site design that highlights the importance and public nature of these buildings and that is compatible with other civic buildings.

High degree of accessibility to the community by central location, multi-modal transportation connections, and multipurpose facilities.

Shared management and access to recreation between school district and city.

12. Quasi-Public/Utilities

Supply: Approximately 328 acres, 2.1% of 2025 Plan Area (including the Northwest Annexation Area)

Use: Churches, utilities, canals.

Goals: Provide city services in a safe, efficient manner.

Protect and buffer use to allow ongoing operations and future expansion as needed.

Provide employment.

13. Parks & Recreation

Supply: Approximately 619 acres, 4.0% of 2025 Plan Area (including the Northwest Annexation Area, overlaid on other land use designations)

Use: Parks, recreation centers, active open space, and trails. It should be noted that only larger parks are illustrated in the plan. Smaller parks and recreation areas will be provided at specific sites according to Herriman City standards as part of the development approval process.

Goals: Community recreation facilities, such as parks, recreation centers and trail corridors.

Areas which may be developed in the future shall be zoned otherwise to be forthright about their potential future use.

14. Open Space

Supply: Approximately 3,800 acres, 24.5% of the 2025 Plan Area (including the Northwest Annexation Area)

Use: Natural open space, hillsides, trails and resource protection areas. Envisioned amenities include parks; multi-purpose trails for pedestrians, cyclists, ATV users and horses; cultural/recreation centers; gun ranges; etc.

Goals: Protection of environmentally sensitive areas.

Permanently protected open space for both natural purposes and active recreation uses.

Greenway corridors for preserving natural features and allowing trail connections.

Permanent protection, public ownership and public access.

15. Resort/Recreational (maximum 0.4 du/acre)

Supply: Approximately 154 acres, 1.0 % of 2025 Plan Area (including the Northwest Annexation Area)

Use: Destination facilities and venues that encourage use by tourists and visitors from outside the city.

Goals: Take advantage of the unique setting, while being sensitive to access limitations, view sheds, wildlife, recreation potential, and steep slopes.

Encourage flexible and creative development in order to offer a unique experience in a high-quality, visitor friendly setting.

Design should promote and enhance usable open spaces, recreation areas, and pedestrian walkability.

Projects should be designed with a consistent theme and appearance.

The area's unique and sensitive environment should be planned for uses that take advantage of natural assets for public use, recreational potential and still respect site constraints such as limited access and protection of sensitive and scenic landscapes.

16. Military Operation (Camp Williams)

Herriman City borders Camp Williams, a military facility owned and managed by the United States Department of Defense and currently operated by the Utah Army National Guard. Herriman City supports ongoing operations of this important military base. Herriman City intends to cooperate with Camp Williams in managing their border and supporting compatible uses along this border. Herriman City also intends to protect the safety and welfare of residents and the general public by supporting an appropriate buffer and safety measures for lands within this area.

Activities here include, but are not limited to, the training of military personnel in combat, emergency response and other military operations; weapons deployment; helicopter, tank and large machinery operation; and other activities as determined by the Department of Defense. Activities may have adverse impacts including, but not limited to: excess noise, light, and dust.

In 2011 Herriman joined other communities in the region to create a Joint Land Use Study (JLUS), which was completed in January of 2013. The Camp Williams JLUS analyzed the existing tools in each jurisdiction's planning toolbox and developed strategies to assist the municipalities and Camp Williams by incorporating compatibility planning best practices in the JLUS implementation plan. Jurisdictional general plans and zoning ordinances were reviewed, base plans were assessed for compatibility with joint land uses to preserve the Camp Williams mission and enhance the vision of the jurisdictions. Through this compatibility assessment, issues were identified by the JLUS organization, committees, and various stakeholders.

These issues were based on the 22 common compatibility factors that can affect both the military mission and the adjacent and proximate community land uses. The JLUS issues were then prioritized and ranked based on input received about the relative issue that presented the greatest impact for the jurisdictions as well as a timeframe to implement the strategy. These factors are currently being assessed to determine actions for promoting compatibility between Camp Williams and Herriman City.

Special Districts and Sites

a. Herriman TRAX Station/Transit-Oriented Development (TOD) District

An extension of the South Jordan light rail alignment is proposed on the northeast edge of the community. A conceptual alignment has been proposed, entering Herriman just west of the Mountain View corridor at Daybreak Parkway, continuing south through Towne Center, and exiting the city at approximately 13250 South into Riverton and areas further east and south.

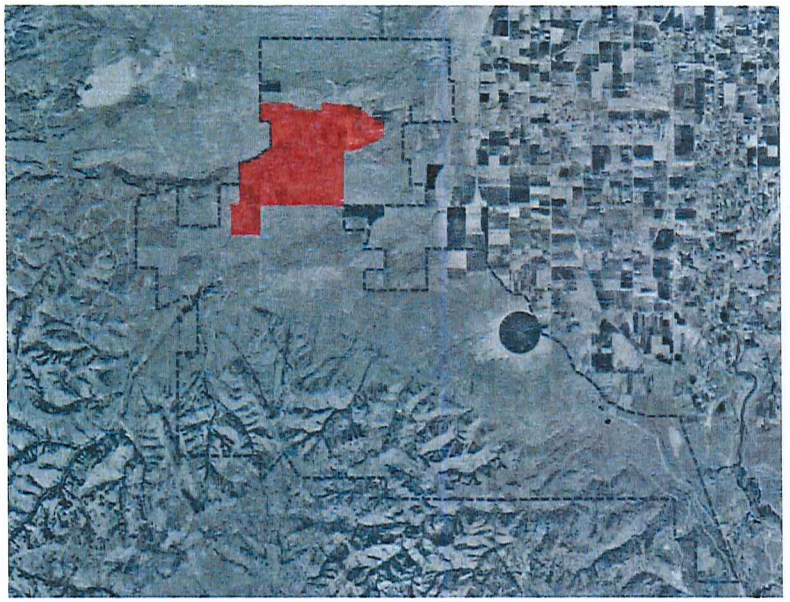
A TRAX station is proposed near the northeast portion of the Towne Center area which is envisioned for mixed-use and commercial development. This station area should be designed and developed as a **transit-oriented development (TOD)**, incorporating mixed-use residential and commercial uses in a manner that maximize access to light rail and other transit options, and incorporating other features to encourage transit ridership. TOD neighborhoods are intended to merge light rail station with relatively high-density development, which becomes progressively lower-density development as it spreads outward from the center. TODs generally are located within a radius of one-quarter to one-half from the station, which is considered to be an appropriate scale for walking and pedestrian movement.

b. Historic Herriman Conservation District

Some of the most indelible images of Herriman are found in "Old Herriman", also known as the Herriman Original Settlement Area (see Figure 3-24). The remnant agricultural fields and older residential structures, in combination with the orthogonal street grid, traditional development pattern, mature trees, drainage ditches, irrigation canals, farm fences and the lack of curb, gutter and sidewalks, results in a one-of-a-kind place that emanates a special, old-time feeling. As illustrated in Figures 3-25 and 26, this portion of Herriman was intact and discernible well into the 1980's, prior to rapid development and change that occurred soon afterwards. Since then Old Herriman has been rapidly diminishing, and is at risk of being lost.

Residents have expressed a desire to retain the special feeling of this neighborhood, and are concerned that insensitive infill and development jeopardize the retention of the qualities that make this neighborhood special. There is some concern that

Figure 3-24
Historic Herriman Location – Aerial Photo from 1977

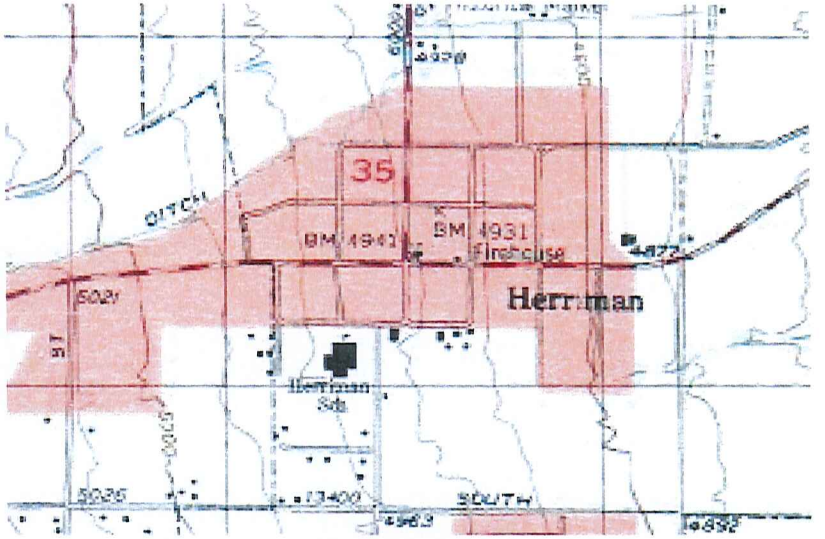


remodeling activities may detract from the unique qualities of the place.

Occasionally, a vacant lot may be developed or an existing building may be demolished to make way for a new home, yet residents wish to be assured that new development and home remodeling will add neighborhood character rather than detracting from it.

In some communities Local or National Historic District status has been used to help maintain the qualities that give historic places such as Herriman's Original Settlement Area their unique charm and "sense of place" however, historic districts can be cumbersome to enforce and inflexible to manage, particularly for areas similar to Herriman where the landscape, roads and neighborhood structure are the significant features to be preserved.

Figure 3-25
USGS Map from Early 1980's



In order to help define the limits of change that are desirable, a ***Historic Conservation District*** is proposed as the primary tool for maintaining the qualities that make the Herriman Historic District/ Original Settlement Area special. Conservation Districts tend to be a more flexible and less restrictive control tool, and have been used successfully in large cities, small towns and rural area alike. Neighborhood Conservation Districts may still have special development requirements and controls, but they can be tailored to community needs and be much less restrictive.

A conservation district is generally implemented through a change in zoning or as an overlay district. The purpose is to help preserve the distinctive atmosphere of a neighborhood. The benefit of using a conservation district is that it begins with an identification of the specific qualities to be preserved, and utilizes special tools to help preserve those qualities.

In comparison to a National or Local Historic District, the **Herriman Historic Conservation District** is likely to be more acceptable to residents and property owners, and can achieve the desired effect. However, such designation does not have the same status and benefit as a historic district on the local level, and certainly is not comparable to a National Register designation in the short-term a Conservation District can achieve the goals of the neighborhood while avoiding the drawbacks of strict regulation inherent in local historic district designation. Neighborhood Conservation Districts can be almost as restrictive as local historic districts and require specific materials and improvements, or they can be general and address broader aspects of neighborhood compatibility such as the height of structures, setbacks and styles. Generally, only modifications that are visible from the street are of concern.

Neighborhood Conservation Districts can be administered through a review board or commission such as the Planning Commission, or they may be administered by Herriman City staff as part of the building permit process, utilizing guidelines included in the conservation district overlay ordinance.

In order to keep implementation as simple as possible, it is recommended that the Herriman Historic Conservation District be administered as part of the site plan review and building permit process, incorporating basic design guidelines that encourage compatibility. The following are examples of some appropriate characteristics and actions that may be considered:

Building height and mass – new structures and remodeling projects should have a similar height and mass as adjacent buildings.

Front additions – new construction on the front of the building should not be permitted if it modifies the overall look of the building from the street.

Rooflines – should be consistent with adjacent buildings.

Building footprints – the footprint of new structures and remodeling projects should not be excessively greater than the width and depth allowed for nearby and adjacent structures.

Sense of entry – each structure should have an identifiable front porch and door that is consistent in style with neighboring and nearby structures.

Front yard setbacks – should be consistent with adjacent buildings.

Materials and colors – should be consistent with adjacent buildings, and with the dominant materials in the neighborhood.

Garages – attached garages facing onto streets are not typical in the neighborhood, and should be discouraged.

Street trees – should be preserved whenever possible, and replaced when preservation is not possible. In areas where no

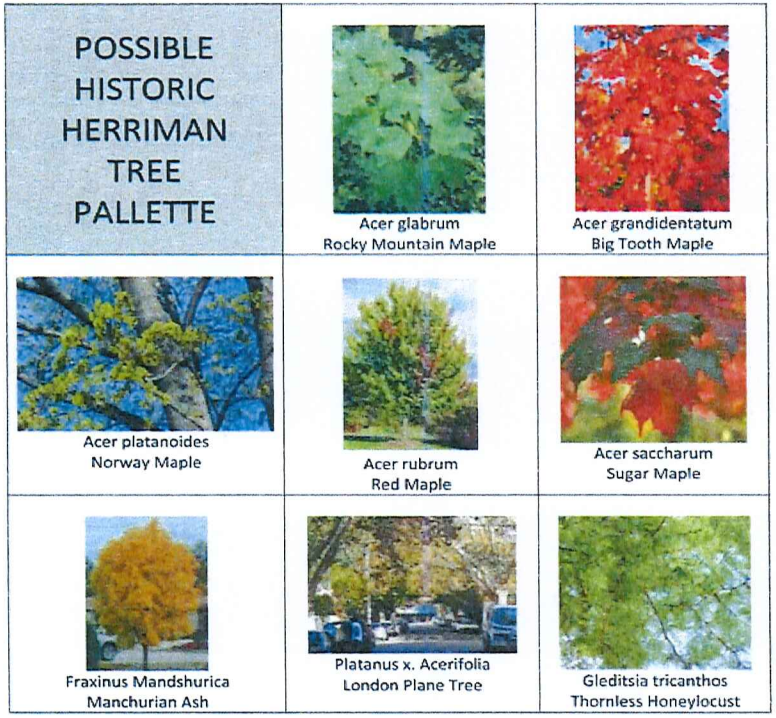
street trees are located, the planting of large shade trees that recall earlier times should be encouraged (see figure 3-26 for examples of appropriate trees in Historic Herriman)

Fences, sidewalks, streets signs, curb and gutter and similar features – should fit in with historic "agricultural" nature of the area

c. Military Compatibility Overlay

In order to reduce potential conflicts and encourage a long-term, compatible relationship with Camp Williams, a buffer is proposed along the length of the south border of the city. Development within this area should focus on parks, recreation, trails and similar open space uses, with buildings and permanent structures allowed according to ordinances to be proposed during the Joint Land Use Implementation, which is in the beginning phases.

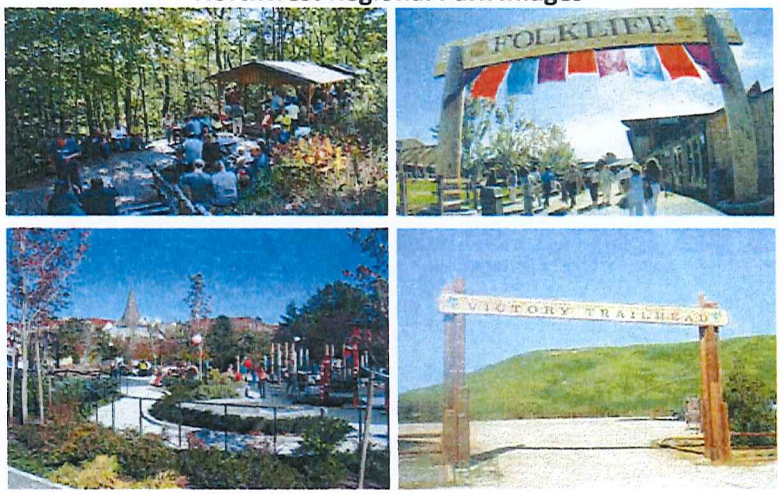
Figure 3-26
Photo Examples of Possible Tree Palette for Historic Herriman Conservation Area



d. Northwest Regional Park

A new 105-acre regional park site is proposed in the Northwest Annexation Area. Situated between Midas Creek and Copper Creek drainages, the park is intended to accommodate a wide range of uses, with a focus on large cultural events, specialty and historic park uses, ball fields and similar features (see Figure 3-27 through 3-30 for examples of possible activities.)

Figure 3-27 through 3-30
Northwest Regional Park Images



e. Hillside Nature Park

This park is intended to accommodate hillside recreational activities and trails. Typical uses include mountain biking, hiking, trail running, equestrian activities, picnics and similar uses. With

the exception of restrooms and small plazas located at trailheads, no buildings, permanent structures or developed park uses should be allowed.

Areas Beyond City Limits

a. Northwest Annexation Area

As illustrated in Map 8, the Northwest Annexation Area represents a major expansion of the city, increasing the total area by 4.2 square miles. As previously discussed, this district has been planned as an extension of the existing city, building upon existing land use models and patterns of development. It should be noted that extensive areas of higher density residential, mixed use and commercial uses are proposed on the northwest edges of the site, which is based on the assumption that U-111/Bacchus Highway will eventually be extended to Tooele County via Butterfield Canyon, resulting in significant traffic between the two counties. If the future highway is not implemented, significant adjustments should be made, reducing both the density, type and intensity of uses proposed for the area.

Transportation and Circulation

a. Freeway Uses

The Mountain View Corridor runs through a significant portion of Herriman City. High density and commercial property located at the interchanges must be held out for future development when the freeway is constructed, or be built to accommodate the anticipated traffic volume. Along the corridor, frontage roads have now been constructed, and additional streets should be planned to allow for good access to the freeway and facilitate development on both sides of the highway. High density, commercial, and industrial uses, will all be encouraged adjacent to the corridor. The highest residential densities in the city should be easily accessible by the Mountain View Corridor, but this plan does not allow for added or bonus density to be given for proximity to the freeway.

b. U-111/Bacchus Highway

The plan also envisions that U-111 will be extended into Tooele County via Butterfield Canyon, thereby opening a new access point into Salt Lake County. It is assumed that such a change will dramatically increase traffic, and that land uses adjacent to the highway should be similar to those established above for the Mountain View Corridor.

c. Transit/Light Rail

The *Southwest Transit Study* was completed in 2012, in partnership between UTA, Herriman and other jurisdictions in the area. The plan demarcates the location and size of future corridors required for TRAX, which is generally sufficient for locating local transit hubs. As development occurs along this corridor, developers shall be required to preserve the right-of-way for future transit. These corridors can either be dedicated to the city, or maintained by the developer as a trail, park, or open space until such time as the transit is implemented. Specific locations for transit-oriented developments and park-and-rides should also be determined and preserved for future use. The city should work with landowners and developers in determining which locations will best meet the needs of UTA and future transit riders. Developers could be provided a density bonus if they accommodate the transit corridor. The developer shall demonstrate how the corridor will be preserved and maintained.

d. Trails and Bikeways

As illustrated in Map 9, an extensive system of trails and bikeways is proposed for Herriman, linking key destinations, parks and open spaces. Implementation of this system is essential for making Herriman a more walkable/bikeable place.

Urban Design

Urban design deals with the physical structure of the City. It concerns both the built and un-built environment – buildings and structures as well as the spaces between them, such as streets, plazas, parks and open spaces.

Urban design also addresses the process of creating successful places for people, the connections between people and places, the built fabric of the City, and the relationships between diverse elements that define city spaces. When successful, the results are often defined as having created a "sense of place" and are pleasant, safe and attractive.

The intent of the Urban Design portion of this plan is to (1) identify the existing physical characteristics of the community; (2) evaluate the implications of future development on the existing structure; and (3) suggest actions that will enhance the livability and design qualities of Herriman.

Urban Design Analysis

The physical setting of Herriman is beautiful, with the steep Oquirrh Mountains providing a distinct feeling of enclosure and refuge. To the east and north the expansive Salt Lake valley drops away for miles, eventually meeting the jagged, snow-capped peaks of the Wasatch Mountain Range beyond. Although the City of Herriman is young, it has managed to establish a strong "sense of place" that is intrinsically tied to the surrounding landscape and the agricultural traditions of the area.

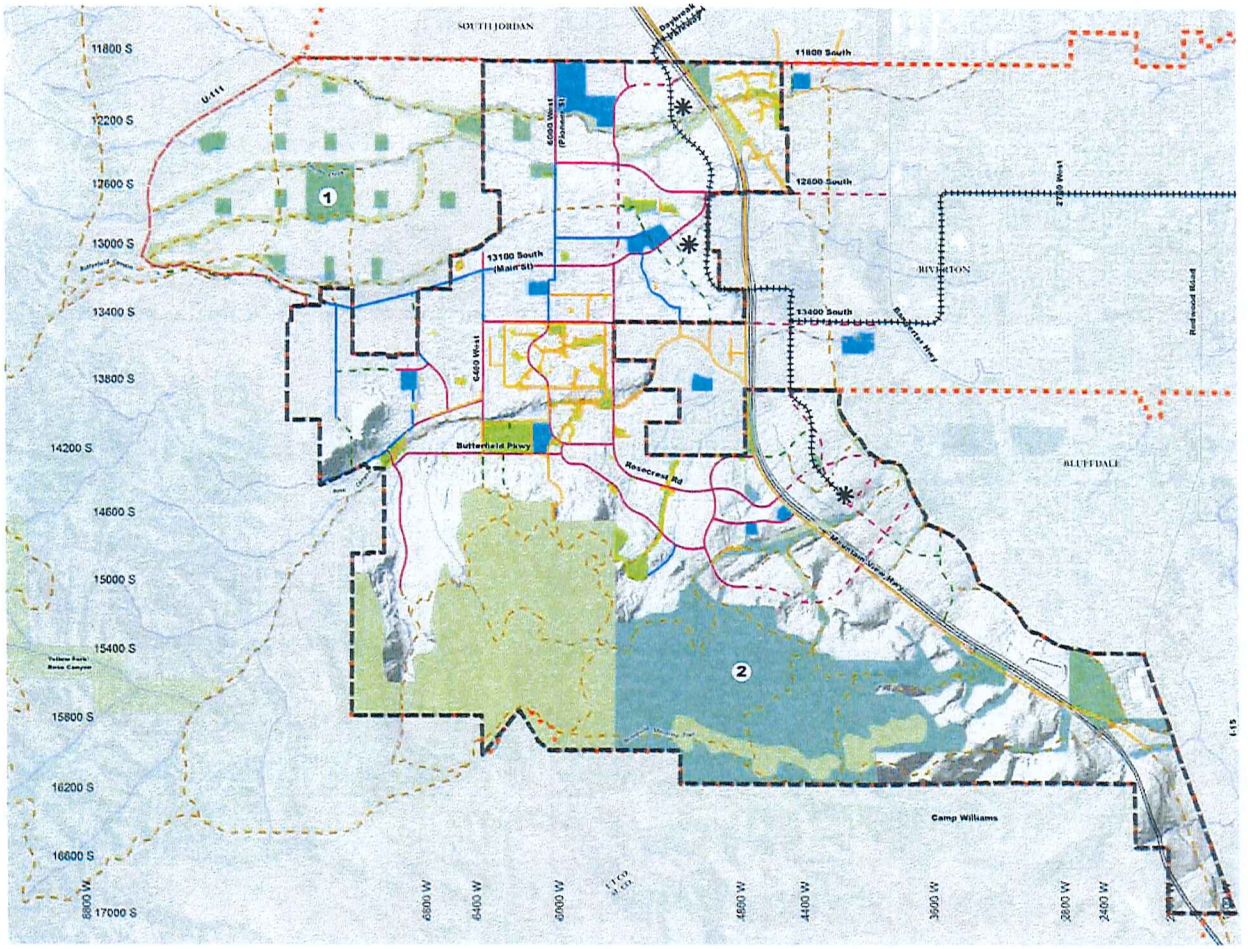
The city shares a strong physical and visual connection with the surrounding landscape, from the fast-disappearing agricultural fields, rolling hillsides, steep slopes and jagged waterways, to the range of homes, neighborhoods, parks and man-made destinations. The town structure is unique, centered on a street grid that is twisted 45-degrees off the traditional north-south axis. Over time a traditional street grid prevailed, drawing attention to the unique layout of the original settlement.

Until recently, the community had developed slowly, becoming increasingly urban and suburban in recent years. Commercial development has appeared along major roads, awaiting the development of a city core. The lack of a commercial center has created a sprawling, road-oriented pattern of development.

Urban Design Concept Plan

As illustrated in the Urban Design Concept Plan (Map 10), Herriman is a city with distinct neighborhoods, which should be supported and maintained. Alternative development models should be used and encouraged to achieve this goal, such as Open Space Subdivisions, Cluster Development, Urban Villages, Neighborhood Commercial Centers and Mixed-Use Development.

In order to maintain its "sense of place", the qualities which make Herriman unique and attractive must be retained and enhanced. Thought and care must be applied to preserve the steep foothills and maintain the drainages as open and accessible open space features. Effort must also be placed on enhancing the design qualities of the City and its neighborhoods, the formation of beautiful streets and public places, the creation of a better pedestrian environment



MAP 9

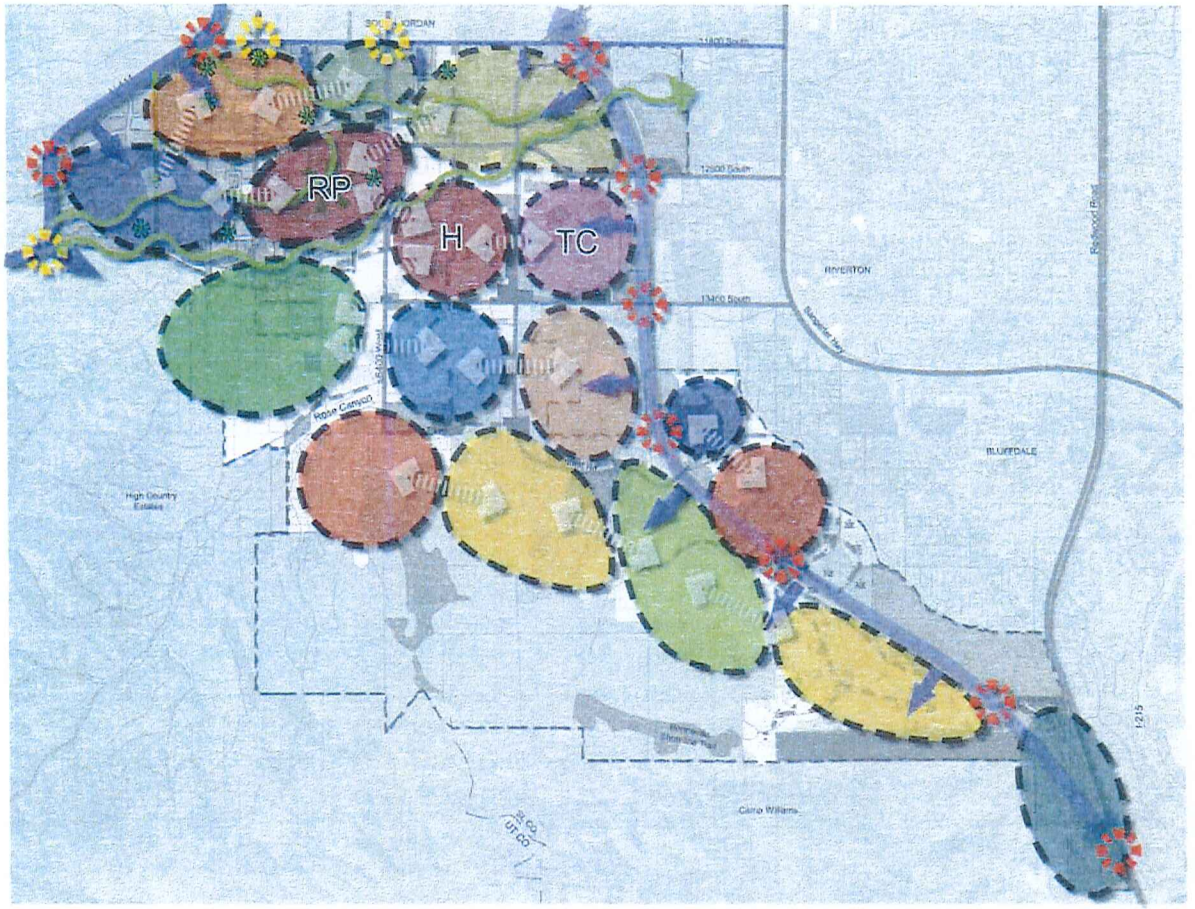
Herriman Trail
and Bikeway Plan

- Shared Use Path (Class 1)
- Striped Bike Lane (Class 2)
- Signed Bike Route (Class 3)
- Proposed Shared Use Path (Class 1)
- Proposed Striped Bike Lane (Class 2)
- Proposed Signed Bike Route (Class 3)
- Existing Parks and Recreation
- Existing Schools/ Recreation Center/ Library
- Proposed Open Space/ Trail Corridors
- Proposed Parks and Recreation
- (1) Proposed Northwest Regional Park
- (2) Proposed Hillside Nature Park
- Herriman City Boundary
- Northwest Annexation Area
- Municipal Boundaries
- Light Rail
- Transit Station

HERRIMAN
GENERAL PLAN
AMENDMENT

ADOPTED
December 19, 2013

0 0.25 0.5 1 Miles



MAP 10
Urban Design Concept Plan

Entrance Corridors
Maintain Positive Visual Perception

Highway Entrance
Primary Gateway Experience

North Entrance
Secondary Gateway Experience

Neighborhood

Neighborhood Connections

Natural Drainages/Trail Corridors

H — Historic Town/ Original Settlement

TC — Town Center

RP — Regional Park

HERRIMAN GENERAL PLAN AMENDMENT

ADOPTED
December 19, 2013

with enticing places to walk and bike to, and the preservation of the City's remaining open lands and natural areas.

Visual Perception of Herriman

Mountain View Corridor, Bacchus Highway (U-111), 11800 South and Redwood Road form the developed edges of the city. Development along these roads should present a good "public face" from the roadway, the fronts of buildings facing these roadways to the greatest degree possible. Sound walls, parking lots, service zones and other utilitarian features should be strictly avoided.

Community Gateways
Entrances into the city should be developed as special gateways, incorporating clear imagery about the city and what makes it unique. As illustrated in Figure 3-31, examples of appropriate gateways and community entrances could include agricultural references (remnant agricultural fields, sheep sculptures), wind mills and kinetic art, and well-designed buildings. Neighborhood entrances might include more diminutive gestures, such as plazas, gardens and special signage, providing greater detail and providing welcoming gestures from neighborhood to neighborhood.

Complete Streetscapes
Herriman's roadways should share a common design language focused on the formation of good streetscapes. As illustrated in Figures 3-32, streetscapes should be designed using a common palette that is unified yet varies by functional classification and street type.

Traffic Calming & Safe Streets
As the city continues to grow and traffic increases, traffic calming enhancements may be required (see Figure 3-33 for sample types and images). Rather those addressing individual "hot spot" locations in an ad-hoc manner, it is essential that traffic calming be addressed as part of a comprehensive system of improvements.

Toward a Walkable/Bikeable Community
Walking and biking conditions vary in Herriman, depending on the location and era of street development. Some neighborhoods have unified and wide sidewalk systems, while others have none. Elsewhere are areas with good sidewalks and street crossings are clearly demarcated, while others are missing or incomplete.

In order to make Herriman a pedestrian and bicycle-friendly community, greater effort is required to provide consistent standards of walking and biking facilities, including sidewalks, pathways, curb and gutter, crosswalks and intersection controls. As illustrated in Figure 3-34 and Map 9, a fully-integrated system of bicycle lanes should be provided.

Maintain Traditional/Simple Roadways
A defining quality of the older rural roadways in Herriman is the simple way the roads are treated. Special engineering and design ideas should be explored which allow streets to have a more rural look, while meeting the needs of a modern city.

Creating Great Destinations

Regional Destinations
Several regional destinations are proposed for Herriman that will attract visitors from outside the area. Examples include Towne Center, Historic Herriman, Northwest Regional Park, Hillside Nature Park, and various shopping centers and smaller commercial uses. In order to ensure that these locations are easy to find, detailed design plans for each should be prepared which address wayfinding, the establishment of a distinct image, parking and service area treatments, etc.

Figure 3-31

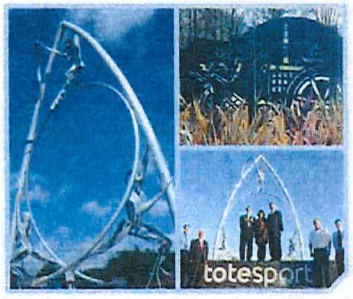
Urban Design – Gateways and Entries

Community Gateways & Entrances

Crop Circles/ Vernacular Landscape Art

Agricultural "Follies"

Great Architecture

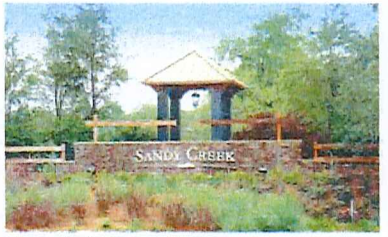


Kinetic/"Green" Art

Neighborhood Entries and Connections

Neighborhood Entry Plaza

Neighborhood Entry Garden



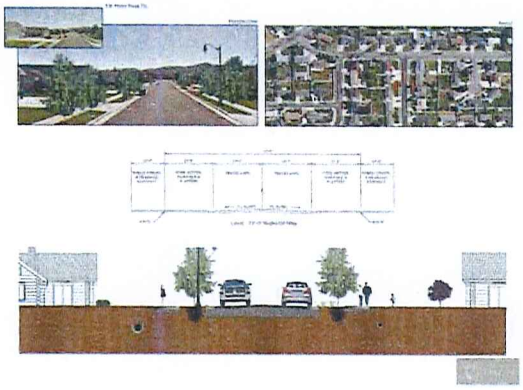
Special Entry Signage

Special Features/Whimsy

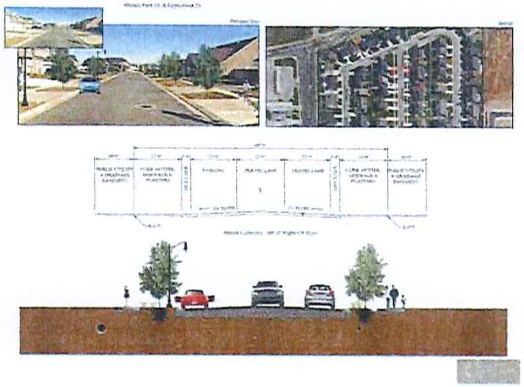
Figure 3-32

Urban Design – Consistent Streetscape

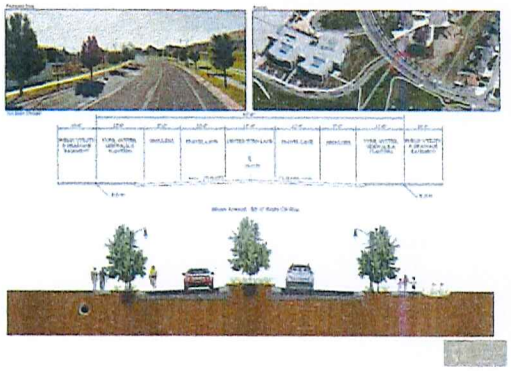
Local Street - 53' Right-Of-Way



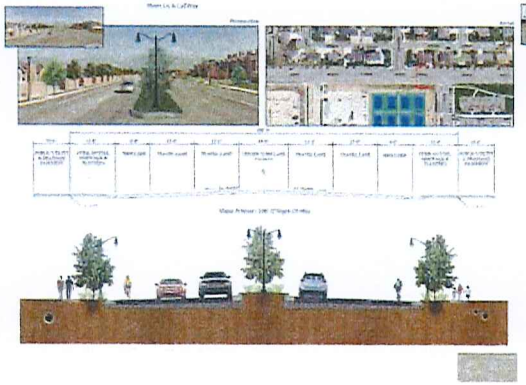
Minor Collector Street - 66' Right-Of-Way



Minor Arterial - 80' Right –of Way



Major Arterial - 106' Right-of-way



Major Arterial - 116' Right-of-way

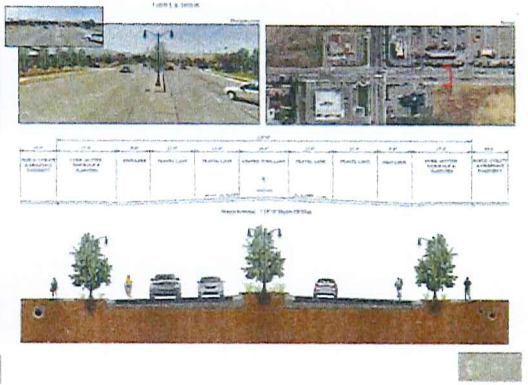
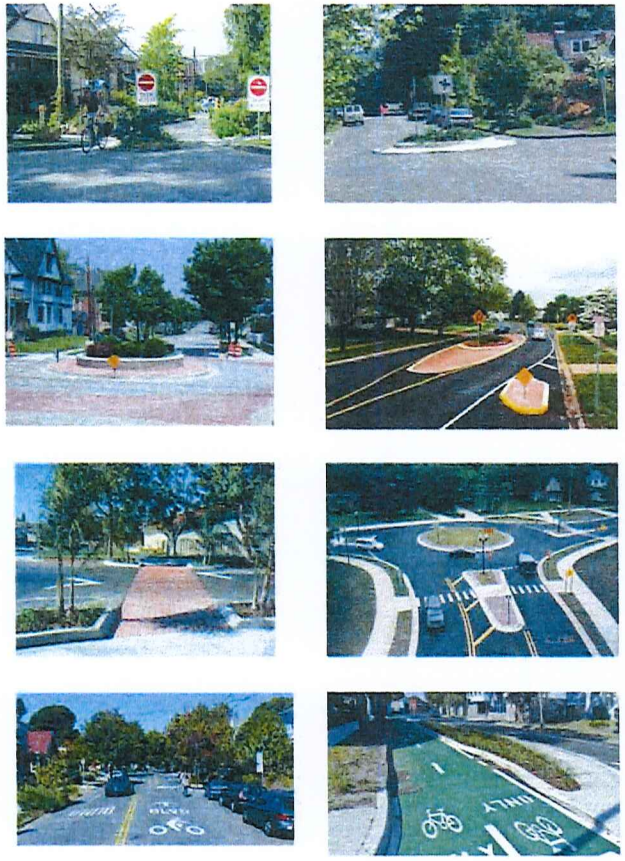


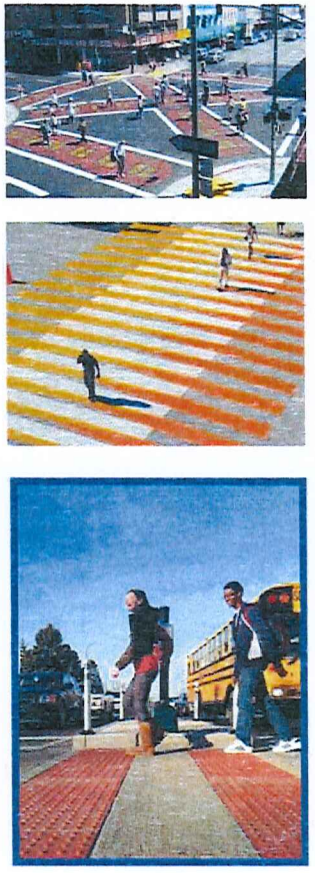
Figure 3-33

Urban Design – Traffic Calming

Traditional Traffic Calming Ideas



Creative Crosswalks



Great Streets = Safe Streets

Figure 3-34

Urban Design – Walkability & Bikeability

BIKE LANE TYPES/CLASSES

Class I

Fully-separated Bike Lane/Path

Class II

Dedicated Bike Lane

Class III

Shared Lane and/or Signed Lane

Local Destinations
Similar to community destinations, special plans and designs should be created to link smaller parks, shopping centers and destination, and to better link neighborhoods. These plans should address topics such as local image, pedestrian linkages, safe crossings, neighborhood events and celebrations, etc.

Commercial Centers and "Urban Villages"
Mixed-use destinations should be encouraged in appropriate locations throughout the city. Such areas are purposefully designed to incorporate a mix of commercial, public and residential uses. Attention to detail and the provision of high-quality amenities such as wide sidewalks, trails and trailheads, plazas, parks and play areas are key components of successful mixed-use destinations

As illustrated in Figure 3-35 and 3-36, Big-box developments should be designed in a manner that fits in better with the community vision. One option to consider is the development of Neighborhood Commercial Centers that incorporate large commercial uses as well as smaller commercial uses, civic, cultural, community and residential uses, all as part of a well-designed commercial destination. Figure 3-37 and 3-38 illustrates the conceptual layout of another option – an Urban Village- which is similar to a Neighborhood Center but smaller, serving the needs of smaller neighborhoods. Both should be designed to become special destinations by moving parking to the rear of buildings, providing access from the street and parking lots, and incorporating residential, office, civic and similar uses in the upper stories. Townhomes can be located toward the rear of some projects, incorporating a range of public and private plazas, sidewalks, parks and yards to complete the layout. Neighborhood Centers and Urban Villages should be efficient and interconnected, incorporating roundabouts and parking courts instead of the ubiquitous "sea of asphalt" that dominates typical "strip" developments.

Preserving Agricultural Land, Open Space, Traditional Land Uses, Patterns and Densities

Public comment indicates there is a desire to preserve open space for trail and recreational uses and as reminders of the natural beauty of the area to the greatest degree possible. There is also a desire to further connect and link these spaces with other neighborhoods, parks and destinations along a system of trails and pathways. In order to preserve these important spaces, future growth and development should be carefully planned and integrated, utilizing ideas and concepts supported by this Plan. The following are seven options for meeting Herriman's open space preservation goals.

1. Open Space Design Standards/Clustered Development
Open Space Design Standards (OSDS) can be used to preserve agricultural land, wildlife habitat, and open spaces while allowing an equal or higher level of development on a smaller area of land. OSDS's may establish and dictate sites to be preserved such as sensitive lands, farmlands, stream corridors, rural road buffers, view corridors and other open space identified by the community as important. OSDS's generally require the "clustering" of development as part of Conservation Subdivisions, helping to preserve open space and protect property rights.

As illustrated in Figure 3-39, OSDS's allow development to be "clustered" onto a portion of the site. The remaining property is preserved as open space through a conservation easement. Open space preservation in new development areas can be encouraged through incentives, such as allowing full density with clustering or reduced density without clustering.

Figure 3-35
Typical "Big Box" Development .....

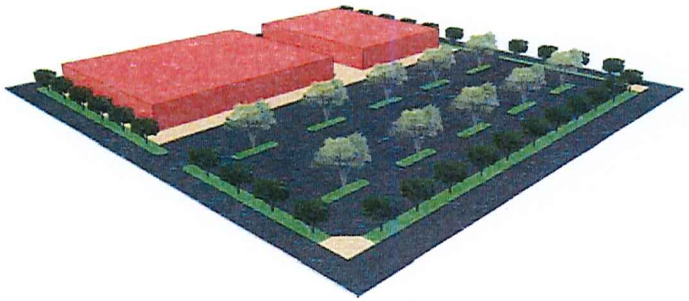


Figure 3-36
..... versus a Neighborhood Commercial Center

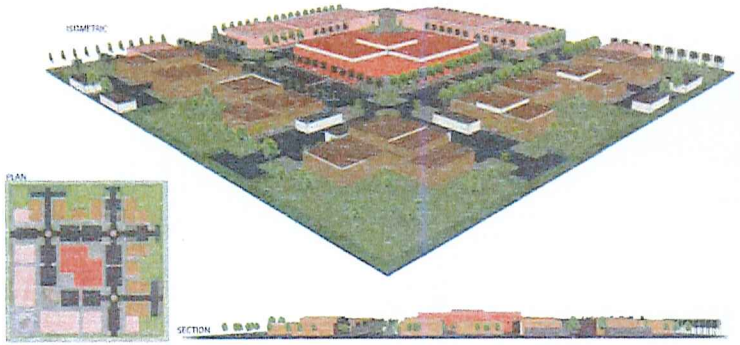


Figure 3-37
Urban Village Concept

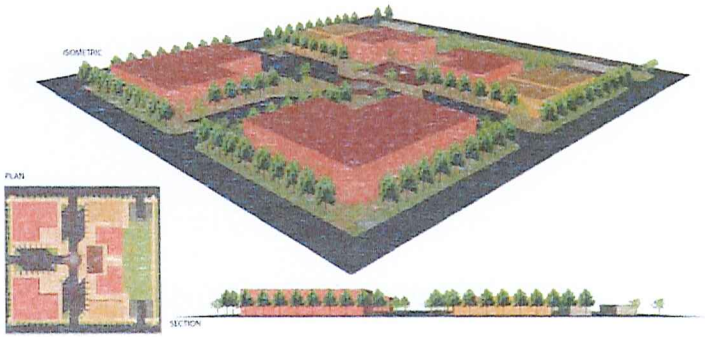
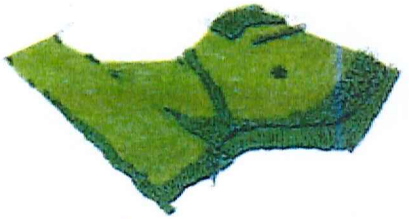


Figure 3-38
Photo Examples: Neighborhood Commercial Center and Urban Villages

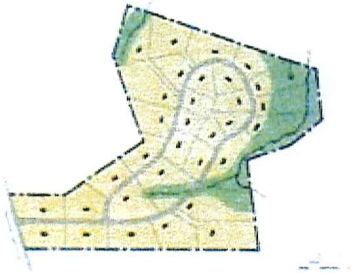
Figure 3-39

What is Cluster Development?

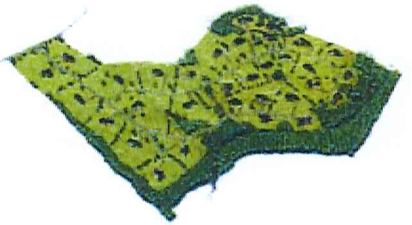
Source: Randall G. Arendt, Conservation Design for Subdivisions



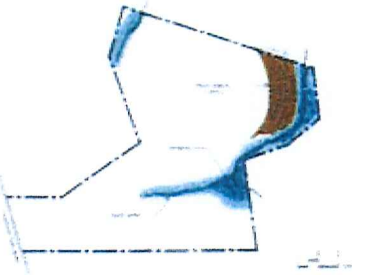
1. This is an example of how residential development might take place on large parcels.



2. The standard subdivision process spreads residential development around the site.

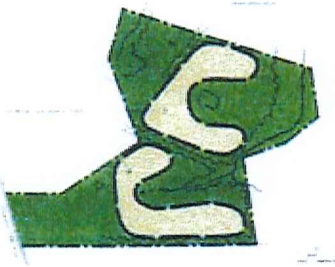


3. ...resulting in a pattern of large lots, inefficient roads and infrastructure, little or no public open space, and few reminders of what was once there.

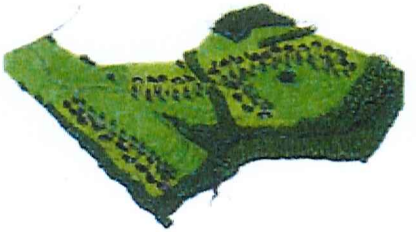


4. Cluster development begins with a thorough understanding of physical site characteristics such as slope, soils, streams and contaminated lands.

5. Other attributes that make the site unique are then assessed. In Twin Falls this may include historic buildings and sites, old fields, tree groves, pasture areas, horse riding areas, trails and important view corridors.



6. Based on such assessments, a development concept emerges that shifts permitted density to portions of the site that are least sensitive, conserving sensitive areas and special features.



7. The result is a cluster or 'conservation design' that accommodates the demand for new development, maximizes the use of marginal sites, preserves important site features, and helps maintain Herriman as a unique and livable place.

Source: Randall Arendt, Rural by Design, 1999

These mechanisms are not considered a "taking" because there is still reasonable and beneficial use of the property. They do not regulate density per se, just the pattern of development. To encourage and facilitate Conservation Subdivision development, it is important to: 1) treat cluster developments equally with an overlay or special district. As described below, Open Space Design Standards have several advantages over other means of preserving open space.

- They do not require public expenditure of funds such as for the purchase of property;
- They do not depend on landowner charity or benevolence such as in land or easement donations;
- They do not need a high-end market to be affordable;
- They do not involve complicated regulations for transfer of development rights; and
- They do not depend on cooperation between two or more adjoining property owners.

Open Space Design Standards and Clustered Development can simulate a transfer of development right process (see TDR discussion later in this section) by allowing the transfer of development density between non-adjacent parcels.

Most cluster subdivision ordinances specify that multiple parcels may participate in a clustered development provided the parcels are adjacent to each other. This allows the transfer of density from one or more parcels onto a single parcel, or portion of a single parcel. Similarly, non-adjacent parcels could be allowed to combine density and transfer it onto a concentrated site where services such as sewer and culinary water may be available. This conventional subdivisions in the development review process; 2) favor clustering in special areas; and 3) encourage cluster development as a standard specifically for the preservation of open space. As a general rule, OSDS's are a part

technique allows land owners to seek development partnerships that may not otherwise be available between adjacent owners, and may encourage the free market to preserve more continuous greenbelts of open space, and concentrate development of new homes and businesses into a more compact growth pattern. The advantages of this development pattern include reduced costs to service growth, greater opportunities for farming or wildlife habitat activities, and larger, more continuous open space areas.

2. Zoning and Development Restrictions: Sensitive Lands Overlay Example

This tool requires additional regulation on underlying zoning districts, with special restrictions on unique resources, hazards or sensitive lands. However, a Sensitive Lands Overlay does not provide for complete control of the land. Such overlays might be applied over core habitats, grazing land, stream and river corridors, and other sensitive lands described in a corresponding Sensitive Lands Overlay Zone. Specific measures are then created to protect these areas. Within each category of protected land, specific regulations can be devised to treat specific density, open space, site design and building design requirements.

3. Fee Simple Title (Outright Purchase)

Desirable open space properties (recreational or agricultural) may be purchased and held by a responsible agency or organization for that purpose. Because of the potential for a very high cost of acquisition, fee simple acquisition should be

reserved for highly important, critical parcels for which no other strategy can feasibly be used. Although fee simple title or out-right purchase can be the most expensive option, there are other opportunities that are available to help recover some of the initial investment.

4. Purchase and Sellback or Leaseback

Purchase and Sellback enables a government agency to purchase a piece of land along with all the rights inherent in full ownership, and then sell the same piece of land without certain development rights, depending on the preservation objective related to that parcel of land. The restrictions placed on development can range from no development to requiring clustered development. *Purchase and Leaseback* is similar, although instead of selling the land, the agency leases it with restrictions in place. In this manner the agency is able to recoup some of its investment in the form of rent.

5. Conservation Easements

Conservation Easements have gained favor and popularity with property owners and preservation groups alike in recent years. These easements remove the right to develop from the usual bundle of property rights. Separation of development rights is accomplished in three ways:

Donations: The property owner willingly donates the development value of the property to a land trust or other organization, and agrees that the property will never be developed. Tax incentives are available for such donations.

Purchases: The property owner sells the right to develop the property to a land trust or other organization, which agrees that the property will never be developed.

Transfers: The property owner transfers or trades the value of the right to develop the property to another entity, which may use that right on another property agreed upon by the jurisdiction administering the trade.

Conservation Agreements prevent alterations to a designated piece of land. Most land uses are prohibited, although certain uses such as farming, nature conservation, passive recreation and other "open space" uses may be allowed. Of the three methods (donations, purchases and transfers), transfers are the most complicated.

The conservation easement "runs" with the land and is recorded with the deed. Typically, the easement is granted to a land trust, land conservancy, or a government entity. The easement is typically agreed upon with the property owner who retains ownership of the property, but gives up the right (by selling, donating, or trading) to develop it or to use it in ways that are incompatible with the open space goal. The entity receiving the development rights agrees to hold the development rights in order to maintain the area as open space. Often there are IRS tax advantages to the benefactor for the value of the donated development rights.

6. Land Banking

Local governments have used this option only rarely as a means for preserving land, primarily due to its often-prohibitive costs. This tool involves the purchase of land and holding it for possible future development. Often the land is purchased and leased back to the original owners so as to continue its immediate use, such as agricultural production. Agencies interested in this option should have the ability to purchase and condemn land, to hold and lease land, and to obtain debt financing for its purchase.

7. Transfer of Development Rights (TDRs)

This is a type of zoning control that allows owners of property zoned for low-density development or conservation uses to sell development rights to other property owners. For example, suppose two adjacent landowners, A and B, are each allowed to build a three-story office building on their own property. Using TDRs, landowner A could sell his development rights to landowner B, allowing B to build six stories high provided that A leaves his land. This is a market-based tool, thus there must be sufficient demand for increased density for it to work. The goal of a TDR strategy is to maintain fairness between landowners, while allowing a governing authority to manage land use and preserve sensitive lands.

Implementation

Updating & Modifying the General Plan

A General Plan generally has a life of five to ten years, although it often looks 20 years or more into the future in order to anticipate broader changes. Once the *Herriman 2025 General Plan* has been adopted, the zoning ordinance, development codes and other planning documents should be reviewed and updated as necessary to reflect the intent of the plan.

In order for the General Plan to continue being relevant for years to come, it should be reviewed and updated regularly. In order to remain a trusted document, modifications and amendments should be carefully evaluated to determine how they affect the greater vision expressed in the plan. Changes should therefore be considered during special meetings devoted entirely to that process that provide the time and focus necessary to fully understand and evaluate the impact of proposed changes. This will help ensure that the General Plan is not compromised as a result of hasty decisions, development pressure or inadequate information.

Likewise, the hard work and resources that have been expended on the creation of this plan should be respected, providing time for it to be instituted. Plan amendments and changes should be tabled for at least the first year following adoption of the plan, thereby providing adequate time for the Planning Commission and the City Council to understand it and test it.

Goals, Polices & Implementation Measures

Goal: To create a General Plan that reflects the vision of the community.

Policy: Ensure that the General Plan addresses immediate needs of Herriman during the next five-to-ten years, as well as those up to twenty years into the future.

Implementation Measure: Considering the rapid rate of growth experienced in recent years, update the General Plan every five years or more frequently, if required. This will ensure the General Plan stays current and reflects new developments and changing community priorities.

Policy: Ensure that the vision expressed in the General Plan addresses critical growth and development implications.

Implementation Measure: Review the General Plan regularly to ensure it is being implemented as proposed. If not, make adjustments and modifications as required.

Goal: To create a General Plan that is easy to implement and utilize.

Policy: Revise Herriman's policies to match the vision and ideas contained in the Updated General Plan.

Implementation Measure: Modify existing zoning ordinances, development guidelines and other implementation tools to ensure they are aligned with the vision contained in the general plan.

Policy: Create and utilize tools to promote action and to ensure implementation matches the vision contained in the General Plan.

Implementation Measure: Prepare and utilize Action Plans and Capital Facility Plans that support the ideas and enhancement concepts contained in the General Plan.

Goal: To meet the objectives and goals contained in the General Plan while accommodating future modifications and changes.

Policy: Consider potential amendments and modifications to the General Plan only within the context of comprehensive, community-wide review.

Implementation Measure: Allow no amendments to the updated Herriman 2025 General Plan for a period of one year following the date of adoption.

Implementation Measure: Consider potential amendments to the General Plan only during special meetings devoted solely to that process.

Implementation Measure: Hold special meetings to consider potential General Plan amendments on a semi-annual basis only.

Goal: To ensure that the vision contained in the General Plan is maintained despite uncertain growth and change.

Policy: Direct future development to appropriate sites within the current municipal boundary as a first priority.

Implementation Measure: Monitor the City's population growth on a regular basis and reflect those changes in the General Plan.

Goal: To encourage future growth within the 10-15 year planning horizon.

Policy: Encourage infill development and selective redevelopment within the existing municipal boundaries in order to complete the extensive gaps which exist, to maximize utility and infrastructure investments, and to encourage selective urban redevelopment and the removal of blighted areas.

Policy: Continue to investigate areas suitable for annexation adjacent northwest of the city to accommodate long term growth beyond the 20-year planning horizon.

Goal: To encourage a wider range of residential uses and mixed uses to help meet projected future population growth.

Policy: Allow and encourage new residential development models that meet the future needs of the community.

Implementation Measure: Continue to promote Clustered Development Commercial/ Residential Mixed-Use development in key expansion areas, particularly along the north and east boundaries of the city.

Implementation Measure: Create detailed guidelines and educational information regarding the benefits of sustainable residential models, including Clustered Development and Mixed Use Development.

Goal: To encourage the establishment of the Historic Herriman Conservation District.

Policy: Establish a steering committee to determine the feasibility of establishing the Herriman Historic Conservation District.

Implementation Measure: Modify existing ordinances and codes to formalize establishment of the Herriman Historic Conservation District.

Goal: To encourage development in Herriman that is pedestrian-friendly and walkable.

Policy: Promote and encourage new and appropriate housing models, including lofts, downtown infill and other urban models that fit in with the nature of the conservation district.

Policy Implement specific improvements to unify Herriman's streetscapes and gateways.

Implementation Measure: Investigate a variety of improvements within the public realm (road right-of-way) and private realm (parking lots, front yards, etc.) of the conservation district. Specific ideas to be investigated include streetscape enhancements, parking coordination and reconfiguration, redevelopment ideas, coordinated signage, etc.

Policy: Encourage a wide range of commercial uses, including light industrial/business park uses in the southeast portion of the city.

Implementation Measure: Create a new zone specific for the proposed Light Industrial/Business Park.

Policy: Continue to implement programs and ideas developed by previous studies and plans.

Goal: To improve the commercial profile and operations at freeway entrances and along major road corridors in the City.

Policy: Create a coordinated program of special district, streetscape and right-of-way improvements in new development areas.

Implementation Measure: Prepare detailed design plans for development and enhancement projects near the north and east edges of the city.

Implementation Measure: Prepare detailed site and landscape plans for new parks and cultural uses in the city.

Goal: To strengthen the role of education and culture in Herriman.

Policy: Establish a special "Educational Village" district for the future campus of the Salt Lake Community College that encourages interaction between the community and college.

Goal: To ensure the future needs for schools and other public services meet future demand.

Policy: Cooperate with Jordan School District officials and other public service providers to locate and reserve appropriate sites for schools and other public services, as needed.

Goal: To protect transportation corridors and minimize impacts on surrounding land uses.

Policy: To establish U-111/Bacchus Highway as a new regional roadway connection between Salt Lake and Tooele Counties.

Policy: Introduce minimum setbacks between new residential uses and transit uses/corridors

Policy: Utilize transitional land uses, and physical buffers such as walls, fences and vegetation, to separate residential land uses from commercial, industrial and similar incompatible land uses.

Goal: To protect and conserve critical agricultural land and associated open spaces

Policy: Continue the rights of existing large lot owners to maintain horses and other agricultural uses.

Policy: Utilize Transfer of Development Rights and similar open-space conservation tools to maintain critical open spaces and farm land.

Goal: To protect and conserve critical agricultural land, sensitive lands and sensitive natural features in the community.

Policy: Modify existing ordinances and codes to ensure sensitive lands, stream corridors, drainage ways, uplift areas and critical natural features in Herriman are preserved.

Goal: To promote implementation of the land use concepts contained in the Comprehensive Plan.

Policy: Integrate the concepts and ideas contained in the Comprehensive Plan into short-term action items to be implemented in the next 1- 5 years.

Policy: Prioritize Comprehensive Plan implementation measures as part of capital funding plans and short-term action plans.

Policy: Modify the existing City Code to ensure land use changes contained in the Comprehensive Plan are properly codified.

Implementation Measure: Modify the existing City Code to allow and encourage the mix of housing types and options presented in the General Plan.

Implementation Measure: Modify the existing City Code to ensure critical landscapes and open spaces are preserved and protected from future development.

Policy: Adopt a Military Activities Zone pertaining to Camp Williams land.

Goal: To maintain critical open spaces, habitat areas and natural features.

Policy: Regulate future development on steep hillsides, water ways and open land.

Implementation Measure: Ensure that environmental protection is adequately addressed in the development review process.

Implementation Measure: Enforce ordinances requiring development setbacks along creek corridors and drainages. The recommended setbacks are 100 feet along major waterways and creeks, and 50 feet along smaller tributaries, canals and drainages.

Implementation Measure: Work closely with the U.S. Army Corps of Engineers and other responsible agencies to ensure that any wetlands within the City are protected and maintained.

Implementation Measure: Work with Salt Lake County and the State of Utah to ensure that city, county and state statutes are consistent.

Goal: To conserve water on public and private landscapes.

Policy: Encourage water conservation through policies and ordinances that reduce indoor and outdoor water use.

Implementation Measure: Adopt a water conservation landscape ordinance.

Implementation Measure: Utilize water conserving landscape design and methods on public projects to serve as examples for private development.

Implementation Measure: Adopt an indoor water use ordinance that requires low flow plumbing fixtures and similar practices that conserve water use.

Goal: To maintain the positive design standards and unified appearance of existing commercial uses, and to extend these into future commercial developments.

Policy: Maintain and strengthen existing commercial design standards.

Goal: To extend the positive design and unified appearance of commercial uses to other uses in the city.

Policy: Develop new design standards for residential, industrial and other uses in the city.

4 Demographics and Housing

Introduction

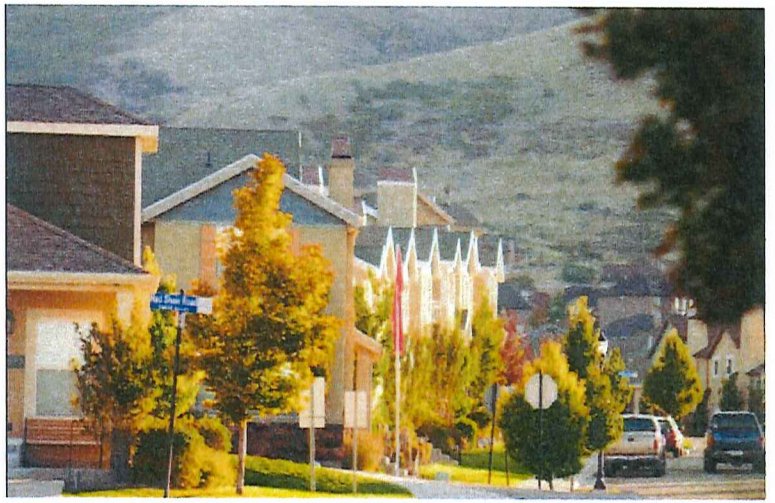
Herriman is one of the fastest growing cities in Utah. This rapid change makes long-term planning a vital task to ensure growth is beneficial to residents. Facilitating proper housing development that is safe, efficient and diverse in type and affordability can improve the economic performance in the City, promote a feeling of community, and enhance the quality of life. The type of residential development that occurs will be influenced by government regulations and policies, zoning, existing land uses, and market forces.

A community should offer a wide spectrum of options, with a variety of housing types in order to support a population of diverse ages and cultures. A variety of housing options is also important in order to ensure that the needs are met of all stages of the lifecycle, including entry-level home buyers, larger households, aging population and special needs population. Demographic characteristics such as household size, number of children, age, etc., play a key role in determining the type of housing desired.

This housing chapter is organized to first evaluate existing conditions in Herriman, including demographics and the current housing supply. Existing and future needs are then presented and matched with supply and demographics in order to best determine the greatest needs and priorities for Herriman.

Summary of Findings

Herriman is a fast-growing bedroom community with most development being residential. Housing units are overwhelmingly single-family, with 86 percent of units categorized as single-family houses. Most of these homes are owner-occupied. At the current rate of growth, the City can expect the addition of 20,767 households by 2040.



Previous concerns about affordability within the City have been largely addressed in recent years with the construction of two large apartment complexes. In the City's previous affordable housing study and in interviews with City staff and residents, a

major concern was housing affordability - there was the impression that the predominance of single-family homes left few affordable options for different income levels or other demographic needs. The construction of Timber Gate and Farm Gate apartments brings the estimated total of affordable housing units in the City to 1,830 units, or about 25 percent of all housing units.

Future rapid growth in the City will require continual monitoring of affordability. Single-family homes continue to be the most popular development within Herriman, and unmonitored growth could lead to future imbalances like those experienced in previous years. It is anticipated that plans for development of the Herriman Towne Center, with numerous apartments and townhomes, will meet future affordability needs for many coming years.

Lifecycle housing is another predominant concern that still presents difficulties in housing. The City's population is disproportionately low in the age ranges of 20 to 30 years old and in residents older than 65. Attention to affordability can aid in supporting these groups, but a big factor going forward is providing the specialized housing these groups need and desire. Development in the Towne Center will be a large factor in improving the housing appeal to the 20 to 30 year old age range. Shared-wall housing, such as apartments, condos and townhomes, can meet many of the reduced income needs of both age groups. Addressing housing needs for seniors also comes from providing assisted living and other communities with specialized support. Herriman is planning for these needs well; an assisted living home started construction recently and a large congregate care facility has been approved.

Goals and Recommendations

Overall, housing is in great condition in Herriman and the City can take many steps to continue the promotion of safe, healthy, and attractive housing in a range of types, styles, and price levels.

Affordability

While affordability is not a major concern with current housing units and pricing, rapid growth requires careful monitoring of affordability throughout the City. The City can do the following to ensure affordable housing grows proportionally with normal development:

- Designate areas in the land use plan where multi-family development will be permitted.
- Streamline development processes to encourage multi-family type development.
- Allow for multi-family or town home mixed-use development as buffers between commercial and single-family residential areas, as well as in downtown. Accessory dwelling units may also be considered in appropriate areas. One possible area for higher-density residential could be near the SLCC campus.
- Encourage some PUD neighborhoods with small lot sizes.

Life-Cycle Housing

Another issue to monitor is life-cycle housing. While current housing is not meeting needs and desires for all age groups, current and planned development will make great strides in meeting these needs. Much like housing affordability, keeping the balance of housing types will need careful monitoring

throughout this growing period. Affordable housing measures will assist in keeping life-cycle housing available as well.

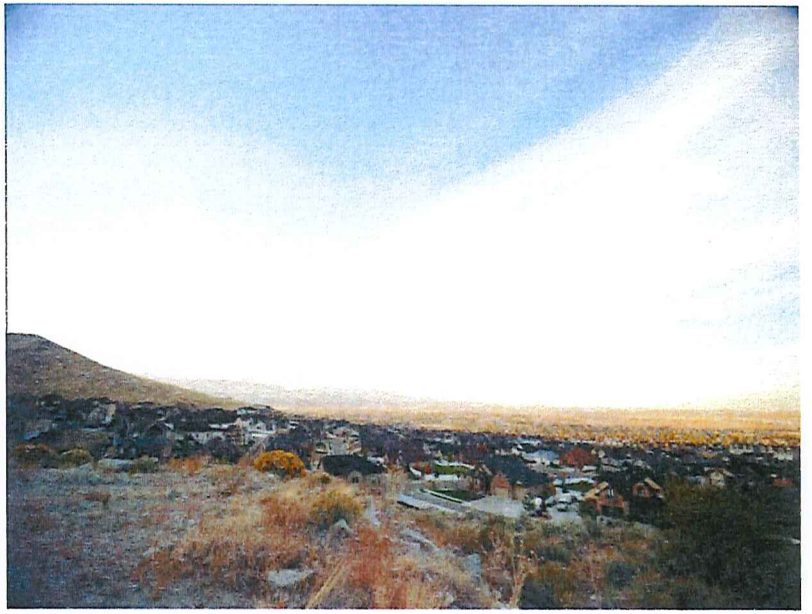
Luxury Housing

High income levels in the City – along with a beautiful landscape, quiet neighborhoods, ample open land and other desirable lifestyle factors – indicate room in the market to encourage large custom homes for luxury consumers.

Maintaining Appeal

Most housing in the City is new and conditions are good and the City should continue to encourage neighborhoods to be well-planned and attractive. Existing and future neighborhoods can benefit from the following:

- New residential areas should be grouped into neighborhoods and planned in relation to schools, playgrounds, parks, and other facilities.
- Schools, churches, libraries, fire stations, and other public buildings and structures, located in residential areas, should provide attractive and well- maintained landscaping.
- Separate residential and non-residential uses by permanent, easily maintained walls, solid fences, and combinations of space and landscaping.
- Industrial and other non-compatible activities should not be permitted or allowed to expand or encroach upon residential neighborhoods.
- City-wide beautification programs should continue to be encouraged and supported by the City to strengthen citizen pride.
- Encourage the creation of residential areas which are sensitive to natural features and environmental constraints.
- Building styles of multi-family developments should be compatible and harmonious with surrounding and adjoining buildings.
- Discourage the intrusion of non-compatible uses which could lower residential values.
- Ensure security and stability to developers and residents in future development. Decisions involving housing and housing policies should be made within the framework of the goals and objectives of this General Plan.

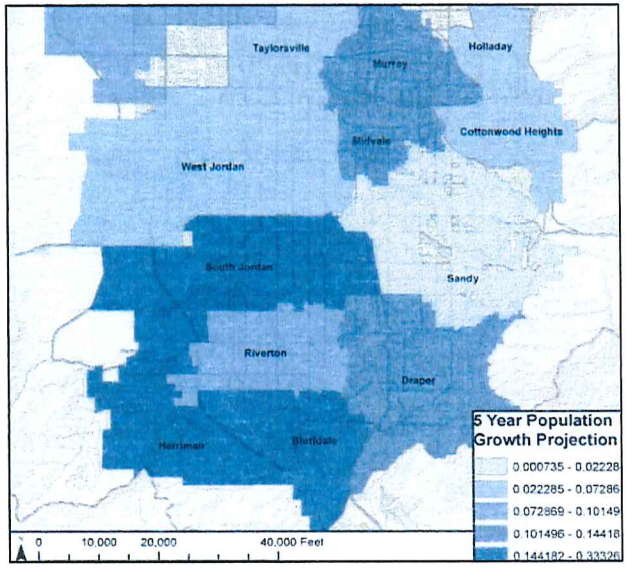


Demographic Profile

Demographic characteristics greatly influence housing demands within a city. Population growth, age, income and other characteristics of a city's population determine what types of housing are desired and how many units need to be available. This section evaluates these factors in Herriman in order to inform the analysis of the demand for units and the type of those housing units.

Population

The City's fast and variable growth makes projecting population particularly challenging. The City's population was only 1,523 in 2000 according to the United States Census; however, the City experienced rapid growth of 20,262 by the 2010 Census. More recent Census estimates from 2012 put the City's population at 24,433.



Conservative estimates by the Governor's Office of Planning and Budget (GOPB) shown in Table 1 below project continued growth at the highest rate of any city in Salt Lake County.

Table 1: GOPB Population Projections

	2010	2020	2060	Percent Change 2010-2060	AAGR
Salt Lake County	118,554	140,950	302,619	155.26%	1.89%
Bluffdale	7,598	10,099	25,125	230.68%	2.42%
Herriman	21,785	27,003	81,310	273.24%	2.67%
Riverton	38,753	44,339	67,192	73.39%	1.11%
South Jordan	50,418	59,509	128,992	155.84%	1.90%

The GOPB estimates heavily weight a historically low population and recent slowing in housing growth during the recession. Since Herriman City's rapid growth has been through new home construction in the last decade, City staff provided another estimate that accounts for renewed gains in the housing market during the economic recovery. These estimates were created for impact fee calculations and account for potential within the City as housing starts to regain rapid momentum through 2040. These estimates are shown in Table 2.

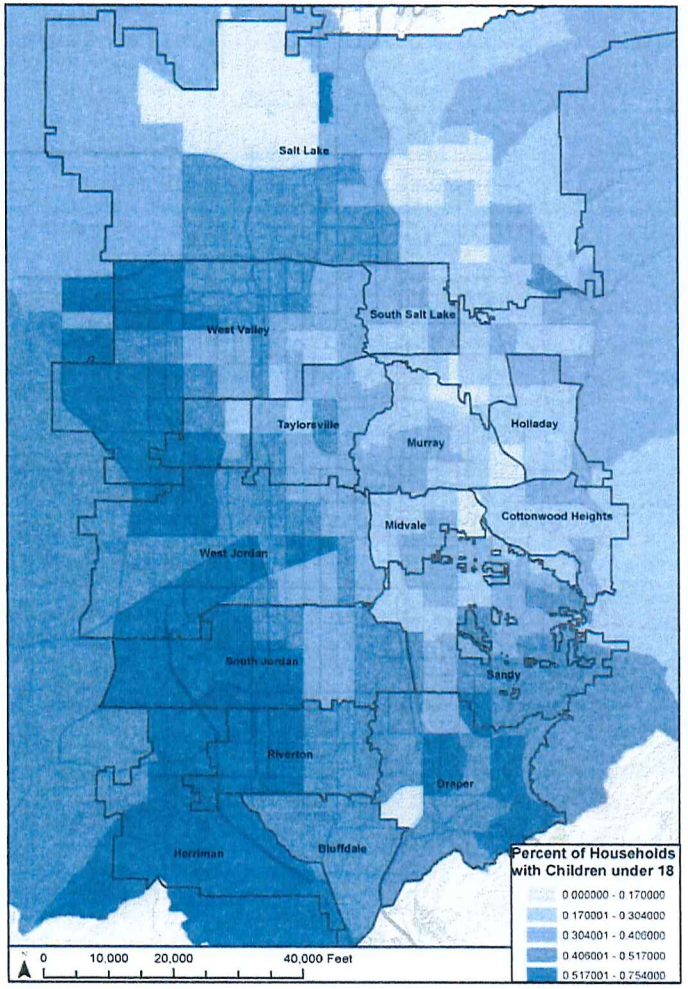
Table 2: Population Projections Prepared by Herriman City

	2010	2020	2030	2040
Herriman Pop.	21,785	42,506	71,361	100,004

Age and Household Size

Herriman has a very young population with a median age of 22.2 years. This is a result of having a high population of children, large household sizes, and few seniors in the City. The median

age is nearly eight years younger than the Salt Lake County median and significantly lower than surrounding cities. Herriman has the highest household size in the area at 3.86 persons per household. In fact, 65.1% of households have children at home – more than double the national percentage.



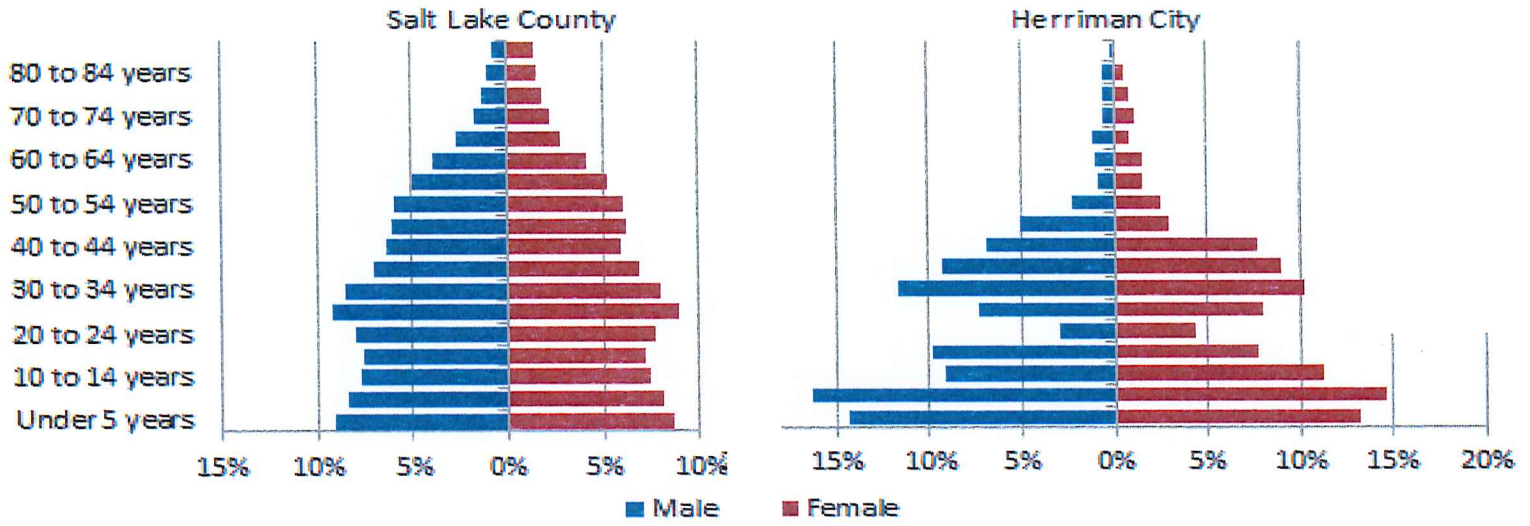
The table below also shows that almost half of Herriman's total population is under 19, while only three percent of residents are older than 65.

Table 3: Demographics of Surrounding Communities

	Herriman	Riverton	South Jordan	Bluffdale	Salt Lake County	Utah
HH Size	3.86	3.69	3.74	3.80	2.96	3.06
Median Age	22.2	27.3	28.5	26.6	30.6	29.1
% of households with children under 18	65.1	54.3	47.6	47.0	35.9	39.6
% of total population 19 and under	48.3	40.3	38.3	34.7	32.0	34.7
% of total population 65 and over	3.1	5.2	6.6	4.6	8.6	8.9

Source: United States Census; ACS 2007-2011

The population pyramid below shows this trend in ages compared to Salt Lake County. There are many families with adults in their 30's that generally have children at home, but populations with generally less children are sparse – those in their 20's and older than 50. There are sharp differences that distinctly show these gaps in ages. City staff and residents corroborate this trend. Most housing is family-oriented, leaving fewer options for people not necessarily seeking single-family homes built for larger households.



Source: ACS 2007-2011

Income

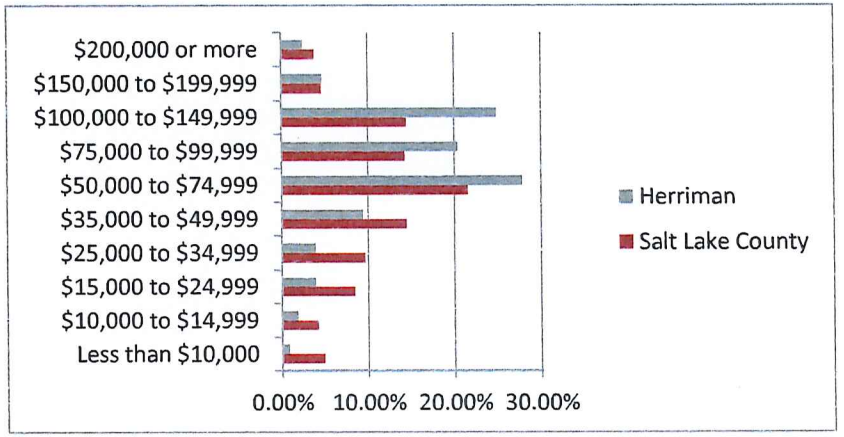
Herriman has a very high median household income at $77,935 compared to Salt Lake County's median of $59,168. Surrounding cities are even higher, indicating overall strong income levels in the southwest part of the County.

Table 4: Median Household Incomes

	Herriman	Riverton	South Jordan	Bluffdale	Salt Lake County	Utah
Median HH Income	$77,935	$80,939	$89,383	$94,250	$59,168	$57,783

Source: ACS 2007-2011

A significant portion of the population in Herriman makes between $50,000 and $150,000 per year. About 73 percent of the population falls in this range compared to 50 percent County-wide. Only ten percent of households live on less than $35,000 in Herriman while 27 percent of households in Salt Lake County live at this income level or less. The largest income category is $50,000 to $74,999 with 28 percent of Herriman's population in this income range.



Herriman is a bedroom community with most development being residential. Most residents commute to employment centers outside the City. Jobs per household, a standard metric for showing employment and economic activity within a City, shows this trend with Herriman at a very low 0.32 jobs per household. This supports the fact that most residents leave the City to work. By comparison, Salt Lake County has an average jobs per household rate of 1.72 – much higher than Herriman's figure.

Table 5: Jobs per household

	Herriman	Riverton	South Jordan	Bluffdale	Salt Lake County
Jobs per household	0.32	0.81	1.34	1.36	1.72

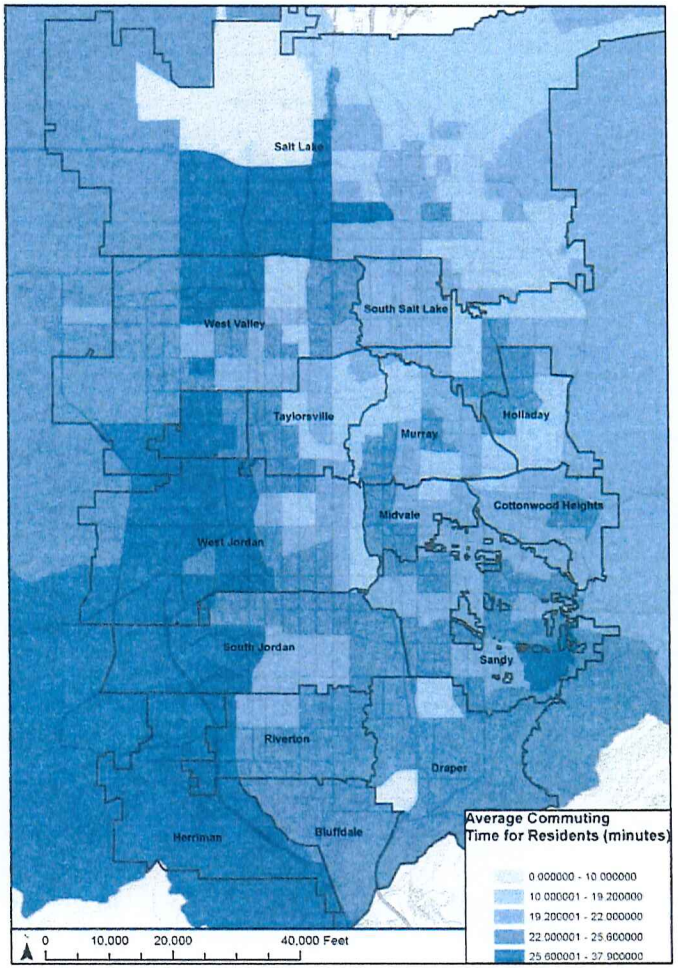
Source: ACS 2007-2011, ZBPF

The types of employers in Herriman further show the City as a residential suburb. The largest employers are schools, retailers and the City government itself. There are few large employers and none above 250 employees. Smaller businesses are primarily retail and service oriented. Table 6 below shows the major employers in Herriman.

Table 6: Largest Employers in Herriman

Employee Range	Companies
20-49	McDonalds
	Wendy's
	Arctic Circle
	Sundance Canyon Academy Inc.
	Treo Property Management
50-99	Herriman Elementary
	Silvercrest Elementary
100-249	Smith's Food and Drug
	Butterfield Canyon Elementary
	Fort Herriman Middle School
	Herriman City
	Herriman High School
	Providence Hall Inc.

Source: Utah Department of Workforce Services FirmFind



Herriman also has a significant number of employers in the construction industry. There are 74 employers that are categorized as construction. Although construction industries are the most frequent employers, most of these employers have less than ten employees. The next most frequent is professional services with 26 firms and health care with 25 firms.

Current Housing Supply

The majority of housing units in Herriman are owner-occupied, single-family homes. Herriman currently has 6,382 residential parcels listed with the Salt Lake County Assessor's office, with about 7,167 total housing units. Over 86 percent of those units are categorized as single-family residences. The median value is $248,200 according to the County's assessed values.[1] The next largest category is condo units, another type of housing also often occupied by the owner. The median value of condos is $145,000. Manufactured homes in the city have high median values due to generally large lot sizes and high land value. The average land size of manufactured homes in the city is 1.6 acres.

Table 7: Number of Parcels and Units by Housing Type

Summary	Number of Parcels	Number of Units	Median Value
Duplex	1	2	$233,700
Condo Units	105	105	$145,000
Manufactured Homes	48	48	$252,140
99+ Apt	2	786	
Modular	5	5	$199,400
SF Units[2]	6,221	6,221	$248,200

Source: Salt Lake County 2013 Parcel Database

[1] The 2011 ACS places the City's median household value even higher at $296,800.
[2] Salt Lake County property designations include town-homes as single-family properties

2011 ACS data estimates a 91 percent ownership rate for the City. This rate is much higher than the rest of the County which has a rate of 68 percent ownership of housing units. The ownership rate is also higher than surrounding communities.

Table 8: Proportion of Homes that are Owner-Occupied

	Herriman	Riverton	South Jordan	Bluffdale	Salt Lake County
% of units owner-occupied	90.5%	86.8%	84.2%	85.2%	67.7%

Source: ACS 2007-2011

Herriman only has two apartment complexes within the City – Farm Gate Apartments and Timber Gate Apartments. Both of these complexes are next to each other on the north side of the City. Farm Gate has 498 units and Timber Gate has 280. There

are currently no small multi-family complexes and there is only one duplex. Rent values range from $799 to $1,110 and are discussed in detail in the Housing Affordability section.

Housing Conditions

Due to rapid population growth in Herriman in the last decade, much of the housing units are newly built. ACS data shows that 95 percent of housing in Herriman was built since 1990, compared to only 31 percent of housing county-wide. For this reason, housing is in very good condition throughout the City and there are no areas of housing blight in the City.

Table 9: Proportion of Housing Units by Year Built

Year Structure Built	Salt Lake County	Herriman
Built 2005 or later	6.1%	33.0%
Built 2000 to 2004	9.3%	48.6%
Built 1990 to 1999	15.9%	13.4%
Built 1980 to 1989	14.3%	1.2%
Built 1970 to 1979	21.3%	1.3%
Built 1960 to 1969	9.3%	0.6%
Built 1950 to 1959	10.2%	0.6%
Built 1940 to 1949	4.1%	0.2%
Built 1939 or earlier	9.5%	1.2%

Source: ACS 2007-2011,

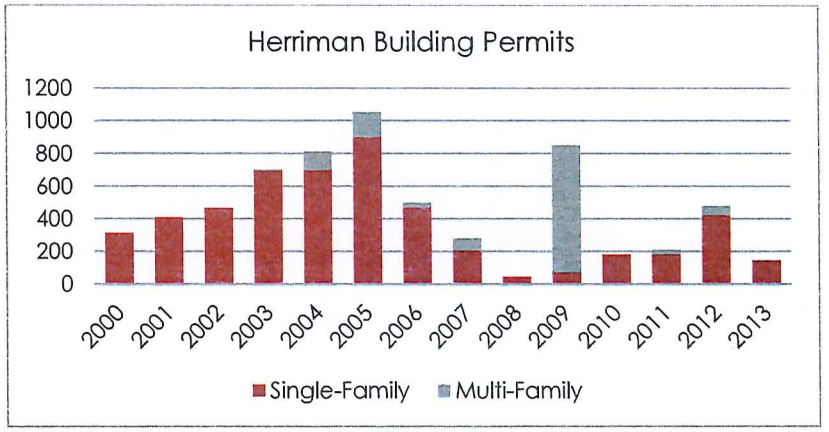
Future Housing Supply

Projections

Using the City's population projections that place population at 100,004 by 2040 and dividing by the current household size of 3.86, about 25,908 total households are projected to be in the City by 2040. This is a growth of 20,767 households from the 5,141 estimated by the 2011 ACS – an average of 769 new households per year.

Herriman Housing Permits

In addition to the 6,519 single-family units already built and listed with water connections, an additional 348 single-family permits have been submitted in 2013 for single-family homes. 110 condo units have also been permitted this year. The graph below shows that the building of single-family homes is back on an upward trend after a drop-off during the recession.



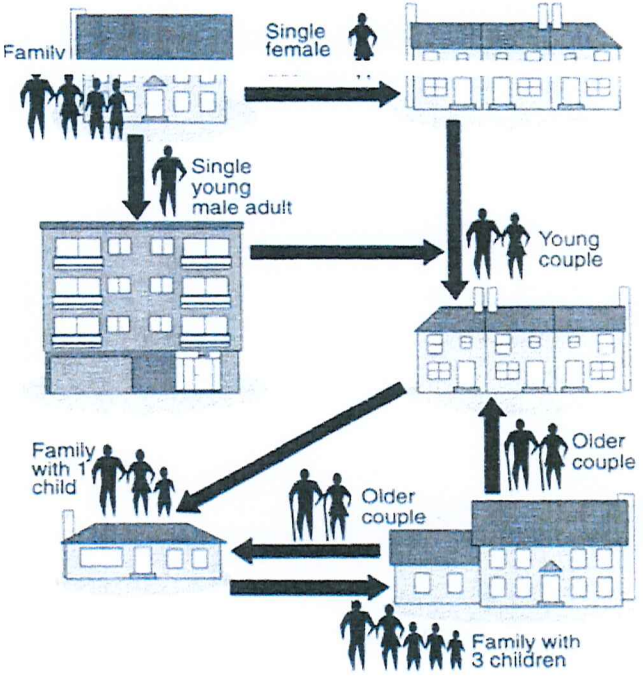
Source: University of Utah BEBR

In addition to building permits, there are additional housing units in the approval stages and the City is aware of their plans. This includes an estimated 365-415 more single-family homes in Rosecrest, Herriman Towne Center, and other individual properties throughout the City. Two hundred apartment units have also been approved for Herriman Towne Center. Herriman Town Center will include, upon final completion, 600 single-family homes, 900 townhomes or condos and 500 apartments.

Lifecycle Housing

There are significant age gaps in the City, with very few people in their 20's or above 65 years old, indicating that the current housing supply is not adequately meeting full life-cycle housing demands. It is important to ensure housing suitable for different stages of life, such as units for singles and young couples, townhomes for retirees, as well as opportunities for senior citizen housing and long-term care/assisted living facilities. Such an approach creates opportunities for people to live and grow in the same community. It also enables young couples, families and the elderly to live near relatives.

Life-Cycle Housing
Source: Salt Lake County Cooperative Plan



2011 ACS data shows there were about 124 householders over the age of 65 – only about two percent of all households. In meetings with residents, a common concern is the lack of life-cycle housing within the City. Many feel that the lack of townhomes and senior housing pushes out residents as they age. Residents indicate that this is not from lack of interest in staying, but that fixed-incomes and lifestyle and health needs force them to leave the City as they age to seek communities with living and health assistance. To address this concern, an assisted living home with 20 beds started construction in July and a 298-unit congregate care facility is approved for construction next year. Townhomes in the Towne Center will help independent retirees live in the city without the maintenance needs of a house.

Millennials, or Generation Y, are those currently age 18 to 34 and are another group disproportionately absent in Herriman's population. This is another segment of the population that residents feel are "pushed out of the nest" after leaving their parents and don't stay in the City because they cannot purchase a home. They are generally highly educated, along with being entrepreneurial and active in their communities. Ensuring the City remains attractive and is a good fit for this large cohort can be an important asset for the City.

Development at the Towne Center is on the right track to cater to this group. Millennials see socially-conscious shopping and living as highly desirable. This generation is also highly social and often seeks semi-urban, mixed-use development. Since this demographic is generally thrifty, development like the Towne Center that matches modern aesthetics, but at a discount compared to more urban areas, will be a draw.

Housing Affordability

Utah State Code (Section 10-9a-403) requires municipalities to include a plan for moderate-income housing as part of a general plan. It outlines a responsibility of a City to facilitate a "reasonable opportunity" for those households with moderate-income to live within the City. Moderate-income housing is defined by HUD as "housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80 percent of the median gross income for households of the same size in the county in which the City is located." This study uses Area Median Income (AMI) in Salt Lake County as determined by the U.S. Department of Housing and Urban Development (HUD) and average household size to determine moderate income thresholds for an average household.

Area Median Income Levels

According to HUD, the AMI in Salt Lake County is $70,300. Salt Lake County has an average household size of 2.96; therefore, a household of three persons is used as the average family size, putting the moderate-income threshold at $50,650.

Table 10: Area Median Income Thresholds by Household Size

Household Size	30% of AMI	50% of AMI	80% of AMI
1 person	$14,800	$24,650	$39,400
2 persons	$16,900	$28,150	$45,000
3 persons	$19,000	$31,650	**$50,650**
4 persons	$21,100	$35,150	$56,250
5 persons	$22,800	$38,000	$60,750
6 persons	$24,500	$40,800	$65,250
7 persons	$26,200	$43,800	$69,750
8 persons	$27,900	$46,400	$74,250

Source: HUD

HUD considers an affordable monthly housing payment for either a mortgage or rent to be no greater than 30 percent of gross monthly income. This 30 percent should include utilities and other housing costs such as mortgage and hazard insurance.

Table 11 below shows affordable monthly allowances at different levels of income given in table 10 above. These amounts represent total housing costs affordable at 30 percent of gross income. Utah Code does not stipulate whether those of moderate income must be able to purchase a home, so the allowance considers affordability for either a mortgage or rental rate. A family choosing housing would need to factor utilities and other fees for a given housing unit within this affordable range. For example, a household of three at the 80 percent AMI threshold has a monthly housing allowance of $1,266. If utilities are $250[3], the family can afford a rent or mortgage payment of $1,016 per month.

Table 11: Monthly Housing Allowance by Household Size and AMI Thresholds

Household Size	30%	50%	80% of AMI
1 person	$370	$616	$985
2 persons	$423	$704	$1,125
3 persons	$475	$791	**$1,266**
4 persons	$528	$879	$1,406
5 persons	$570	$950	$1,519
6 persons	$613	$1,020	$1,631
7 persons	$655	$1,095	$1,744
8 persons	$698	$1,160	$1,856

Source: HUD, ZBPF

Translating this moderate-income affordability level to home values, a family of three at 80 percent of AMI can afford a home

[3] Utilities include water, sewer, gas, electric, and garbage. This is an estimated amount for a typical resident based on interviews with City staff.

in Herriman up to $201,450. This assumes utility payments at $250 per month, current Herriman property tax rates, insurance, a four percent interest rate, 30 year mortgage term and a ten percent down payment. Table 12 shows the home price ranges affordable to household income categories at various interest rates. Note the significant difference the interest rate can make. While current rates are near four percent, making housing much more affordable, affordability in the City will be more difficult to maintain as interest rates are expected to rise in the future.

Table 12: Annual Household Income Requirements for Various Home Values

Household Income Range	Home Price Range					
	4% Mortgage		5% Mortgage		6% Mortgage	
	Low	High	Low	High	Low	High
$10,000 to $14,999	$0	$24,774	$0	$22,202	$0	$20,007
$15,000 to $24,999	$24,779	$74,331	$22,207	$66,616	$20,011	$60,029
$25,000 to $34,999	$74,336	$123,888	$66,620	$111,029	$54,030	$100,051
$35,000 to $49,999	$123,893	$198,224	$111,034	$177,649	$100,055	$160,084
$50,000 to $74,999	$198,229	$322,117	$177,654	$288,683	$160,088	$269,138
$75,000 to $99,999	$322,122	$446,010	$288,687	$399,717	$260,142	$360,193
$100,000 to $149,999	$446,015	$693,796	$399,721	$621,784	$360,197	$560,303
$150,000 to $199,999	$693,801	$941,582	$621,788	$843,851	$560,307	$760,412
$200,000 or more	$941,587		$843,856		$760,416	

Source: ZBPF

Pricing and Affordability

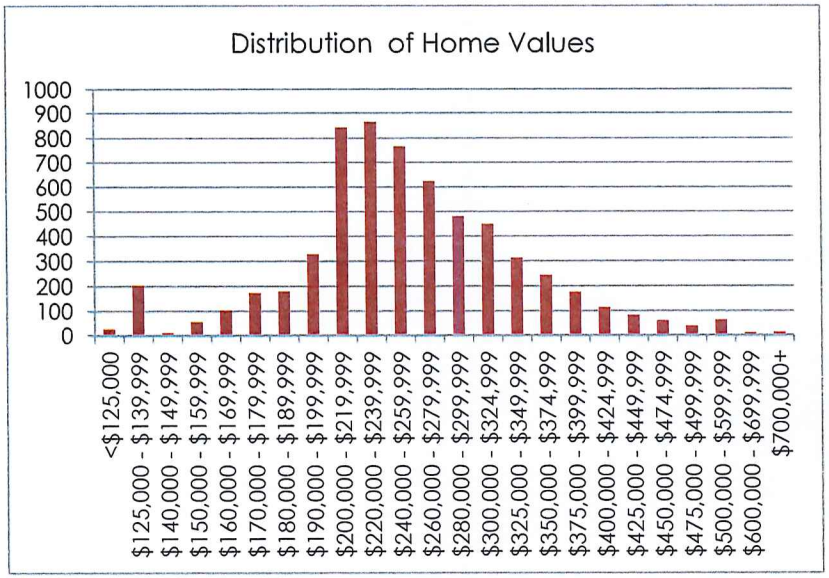
Table 13 below shows the distribution of single-family units by home value, as maintained by the Salt Lake County Assessor's Office. Nearly half of all units are valued between $200,000 and $279,999. The median value is $248,200 according to these assessed values. The 2011 ACS places the City's median household value higher at $296,800. Both of these median values are above the affordable threshold of $201,450. Approximately 17 percent of single-family homes are within this affordability target or below.

Table 13: Single-Family Residential Unit Values

Single-Family Home Value	# of Units	% of total	Cumulative % of Total
<$125,000	27	0.4%	0%
$125,000 - $139,999	204	3.3%	4%
$140,000 - $149,999	9	0.1%	4%
$150,000 - $159,999	55	0.9%	5%
$160,000 - $169,999	103	1.7%	6%
$170,000 - $179,999	173	2.8%	9%
$180,000 - $189,999	179	2.9%	12%
$190,000 - $199,999	328	5.3%	17%
$200,000 - $219,999	843	13.6%	31%
$220,000 - $239,999	866	13.9%	45%
$240,000 - $259,999	767	12.3%	57%
$260,000 - $279,999	625	10.0%	67%
$280,000 - $299,999	481	7.7%	75%
$300,000 - $324,999	450	7.2%	82%
$325,000 - $349,999	313	5.0%	87%

Single-Family Home Value	# of Units	% of total	Cumulative % of Total
$350,000 - $374,999	244	3.9%	91%
$375,000 - $399,999	175	2.8%	94%
$400,000 - $424,999	114	1.8%	96%
$425,000 - $449,999	82	1.3%	97%
$450,000 - $474,999	60	1.0%	98%
$475,000 - $499,999	38	0.6%	99%
$500,000 - $599,999	62	1.0%	100%
$600,000 - $699,999	9	0.1%	100%
$700,000+	12	0.2%	100%

Source: Salt Lake County 2013 Parcel Database



While apartments are uncommon in the City, most units are within or just over the affordable threshold defined by 80 percent of AMI. Assuming about $250 per month in utility and other housing costs, rent rates should be $1,016 or lower to be affordable. Timber Gate is Section 42 housing and has two pricing tiers ranging from $799 to $929 for units under Section 42 pricing, and $899 to $1,075 for their market unit rates. Only 15 of the three- bedroom units at Timber Gate fall just above this cut-off at $1,075 for the largest market units. However, most units at Timber Gate, including 97 other three-bedroom units, are affordable.

Table 14: Timber Gate Apartments and Rental Rates

	Section 42 Units		Market Units	
Unit Type	Number of Units	Rental Rate	Number of Units	Market Rates
2 bed/ 1 bath	80	$799	3	$899
2 bed/2 bath	81	$849	12	$949
3 bed/2 bath	97	$929	15	$1,075
Total Complex	258	$799-929	30	$899-1,075

Farm Gate's rental rates range from $810 to $1,110. Farm Gate was unable to provide how many units there are in each unit category, but only their three-bedroom units are outside an affordable range. A rough estimate assuming each type is about 25 percent of the units puts about 374 units in the affordable range.

Table 15: Farm Gate Apartments and Rental Rates

Unit Type	Number of Units	Rental Rate*
1 bed/1 bath	NA	$810-840
2 bed/ 1 bath	NA	$905-935
2 bed/2 bath	NA	$940-970
3 bed/2 bath	NA	$1,080-1,110
Total Complex	498	$810-1,110

*Rates vary by floor

There is a reasonable opportunity for moderate-income households to live in the City. Combining affordable apartment and single-family units brings the total estimated number of units that can be classified as affordable at 1,725. All 105 condos in the City are also assessed to market values below the affordability threshold, bringing the total to an estimated 1,830 units. About 25 percent of housing units are therefore affordable to moderate-income households. There is a reasonable opportunity for moderate-income households to live in the City.

Matching Market with Demographics

Outside of moderate-income affordability, current housing availability matches income levels of Herriman residents. This analysis again assumes the current four percent mortgage rate, ten percent down payment, 30 percent of gross income, $250 in utilities per month and other factors. The table below shows by home price ranges the income level that matches a given price range, the percentage of single-family homes in that price range, and the percentage of residents that fall into that income category.

Table 16: Annual Household Income Requirements for Various Home Values

Household Income Range	% of HH in Income Range	Affordable Home Price Range	Single Family Res. in Range
$10,000 to $14,999	1.80%	$0 to $24,774	0%
$15,000 to $24,999	3.90%	$24,779 to $74,331	0%
$25,000 to $34,999	3.90%	$74,336 to $123,888	0.24%
$35,000 to $49,999	9.40%	$123,893 to $198,224	15.98%
$50,000 to $74,999	27.80%	$198,229 to $322,117	65.27%
$75,000 to $99,999	20.40%	$322,122 to $446,010	15.34%
$100,000 to $149,999	24.80%	$446,015 to $693,796	2.97%
$150,000 to $199,999	4.70%	$693,801to $941,582	0.19%
$200,000 or more	2.50%	$941,587 or more	0%

Resident income levels indicate room for increased growth in luxury housing. Comparing these numbers across rows shows that the large segment of the population making above $75,000 per year has limited housing stock that reaches into their full buying potential. However, this isn't necessarily an indication that there are no luxury homes in Herriman, but that high-income households are possibly able to find quality housing at a good price in the City, especially due to drops in home values during the recession. Also, the large household sizes in Herriman serve to reduce per capita incomes and provide families with less discretionary income to spend on larger homes.

There are few houses under the $123,888 level, leaving 9.6 percent of households making less than $35,000 with less than one percent of single-family homes in their matching affordability range. This is about 494 households. However, the

availability of affordable apartments covers this gap in affordable units well.

Average sale prices in Herriman of single-family homes indicate an upward trend in home values. As values increase and the trend of building single-family home developments continues, it will be important to monitor that affordability keeps pace with population growth.

Table 16: Historic Sales Prices for Herriman and Surrounding Cities

City	2009 Value	2010 Value	2011 Value	2012 Value	2013 Value	% Change 2009 to 2013
Herriman	$262,500	$295,000	$252,386	$272,000	$290,000	10.5%
Riverton	$289,250	$259,950	$255,185	$302,400	$399,200	38.0%
South Jordan	$283,545	$272,000	$264,000	$310,000	$325,000	14.6%

Source: Salt Lake Tribune

Conclusion

Herriman is a fast-growing bedroom community with most development being residential. While current housing has reasonable amounts of affordable housing, careful planning through the City's rapid growth is needed to ensure continued balance in housing selection and prices.

Single-family homes continue to be the most popular development within Herriman, and unmonitored growth could lead to future imbalances in affordability and life-cycle demands. Plans for development of the Herriman Towne Center will meet future affordability needs for many coming years and appeal to the currently underserved demographic of 20 to 30 year olds. Addressing housing needs for seniors older than 65 largely comes from facilitating the construction of townhomes and condos or providing assisted living and other communities with specialized support. Herriman is planning for these needs well; an assisted living home started construction recently and a large congregate care facility has been approved.

The single-family home predominance also provides opportunities for the City to expand into the luxury home market, similar to trends in Riverton and South Jordan. City income levels indicate room to afford higher-valued homes, and Herriman has ample space to encourage high-priced, custom development.

5 Economic Development

Introduction

The Economic Development chapter of the Herriman General Plan is intended to provide direction for the City to maintain sustainable economic growth while preserving its historic rural character, natural environment and suburban developments. A stable and diverse economy supporting high-quality job growth plays a significant role in maintaining the vitality and quality of life within a community. A healthy tax base is essential to providing schools, parks, infrastructure, public safety, and other public facilities and services. The current conditions and economic projections are used as the basis for this section, which also includes goals and strategies to improve the economic well-being of residents, the local economy and the City as a whole.

Current conditions

Herriman City has experienced extremely rapid growth since its incorporation in June of 1999. The City has grown 1,330 percent—from a population of 1,523[1] in 2000 to 21,785[2] in 2010. This equates to an average annual growth rate of approximately 30 percent. Herriman City's 2012 population is estimated at 24,433[3] -- an average annual growth rate of approximately six percent over the past two years. The continued high growth rate is an indicator of the City's desirable location and quality of life.

The City's demographics are favorable to retail development. Average household size in the City is approximately 3.86,[4] which is higher than surrounding communities and the County, State and national average. The median income in Herriman of approximately $77,935[5] is also significantly higher than the County, State and National median income, but lower than the surrounding communities of South Jordan, Riverton, and Bluffdale.

Jobs per household are a standard measurement of economic activity in a community. Jobs per household in Herriman are relatively low at roughly one job for every three households. This is considerably lower than the County and State average. However, communities on the west side of the County tend to be bedroom communities with fewer opportunities for local employment.

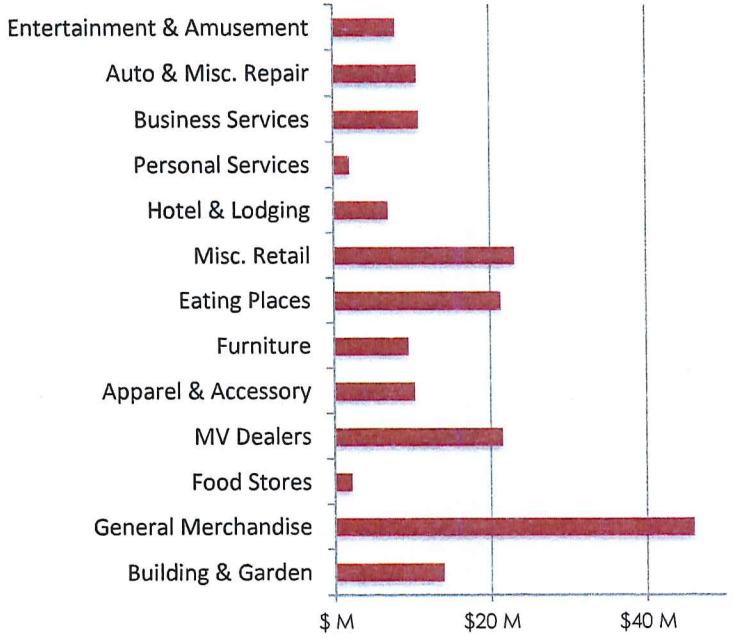
Herriman City has one of the highest levels of advanced educational attainment compared to neighboring Cities and the County,[6] with approximately 32 percent of Herriman's residents over 25 having attained a Bachelor's degree. Higher levels of education are favorable to attracting businesses with high quality jobs. The largest industries by employment in Herriman include construction and government. These industries are much higher as a percent of the total employment when compared to surrounding communities and the County in general. However, consideration must be given to the fact that the total employment in Herriman is relatively low and a few large employers can significantly affect the totals.

Herriman is capturing less than 20 percent[7] of the estimated retail purchases made by its residents, as residents are leaving the City to buy goods and services in almost every major retail category. Total annual spending by residents leaving Herriman to buy goods and

[1] 2000 US Census
[2] 2010 US Census
[3] US Census Quick Facts, 2012
[4] Source: US Census; ACS 2007-2011
[5] Source: US Census; ACS 2007-2011
[6] American Community Survey (ACS) 2005-2009; 2010
[7] 2010 Utah State Sales Tax Commission Data

services outside the City is nearly $200,000,000.[8] The highest dollar amounts of sales leakage are currently in the general merchandise, miscellaneous retail, eating places and motor vehicles retail categories.

Herriman Sales Leakage



The City's market share of total sales in Herriman, Riverton, South Jordan and West Jordan is only three percent, although the City's population is approximately ten percent of the total population.[9]

The City is poised to see significant retail and employment center growth over the next ten to 20 years and should work to position itself to take advantage of this growth. However, this plan recognizes that cities are not islands, and the condition of the County, State and National economy will impact economic conditions in Herriman City.

Economic Projections

Herriman City's population is projected to increase by approximately 18,000 persons through 2020 and 47,000 persons through 2030.[10] This will fuel demand for goods and services and will be the impetus for increased retail development. The average per capita retail spending in 2010 in Utah is $10,323[11] annually, which would result in approximately $185,814,000 in increased retail purchases by Herriman residents by 2020 and approximately $485,181,000 by 2030. Approximately 55 acres of retail space will be needed through 2020 and approximately 144 acres through 2030 to serve population growth.[6] It is a goal of Herriman City to capture a significant portion of this increased retail demand within City boundaries.

Herriman will also generate demand for approximately 162,000 square feet of office space through 2020 and approximately 423,000 square feet through 2030. Approximately 15 acres of office space will be needed through 2020 and approximately 39 acres through 2030 to serve population growth.[7]

	Population	Increased Retail Square Feet	Increased Retail Acres	Increased Office Square Feet	Increased Office Acres
Growth 2012 - 2020	18,000	360,000	55	162,000	15
Growth 2012 - 2030	47,000	940,000	144	423,000	39

[8] 2010 Utah State Sales Tax Commission Data

[9] 2010 Utah State Sales Tax Commission Data; US Census Data

[10] Source: Herriman City

[11] 5 $28,530,874,092 retail spending in 2010 divided by a 2010 population of 2,763,885.

Economic Districts

Based on current economic conditions, economic projections, land use and availability there are three economic districts in Herriman. Appropriate development of these districts will assist the City in becoming more economically sustainable. The three economic districts are:

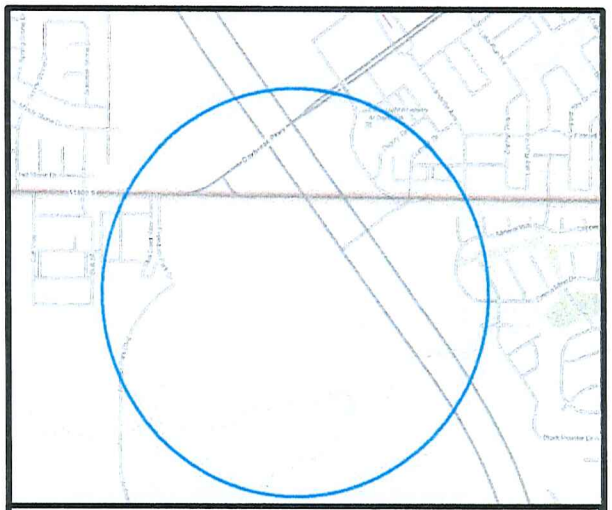
- 11800 South and Mountain View Corridor
- 13400 South and Mountain View Corridor
- 14800 South and Mountain View Corridor

The City should establish priorities among these economic districts. A phased approach to development and/or redevelopment will ensure that the City has adequate financial and other development resources to successfully complete its economic development plans in these districts. The City should consider working in partnership with the private sector to implement development plans.

11800 South & Mountain View Corridor

The economic district at 11800 South and Mountain View Corridor (MVC) is situated at the north end of the City and borders South Jordan's Daybreak development. The Mountain View Corridor frontage road provides easy access to this economic district. The majority of the acres surrounding the intersection at 11800 South and MVC that are within the City's boundaries are undeveloped,[12] providing opportunities for commercial and residential development as part of Transit-Oriented Development projects.

Population growth projections surrounding the intersection of 11800 South and MVC over the next five to 20 years are sufficiently large to support the development of neighborhood retail. Neighborhood retail provides for the sale of convenience goods such as food, drugs and sundries, and personal services - those goods that meet the daily needs of an immediate neighborhood trade area. Convenient access to the MVC as well as the newly-constructed road from 11800 South to Main Street makes this area well suited to neighborhood office development for professional offices such as medical, dental, insurance and accounting businesses.



11800 South and Mountain View Corridor

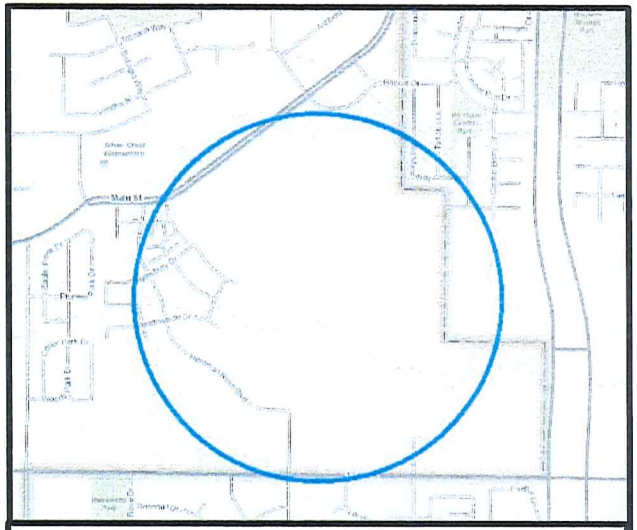
Herriman Towne Center

In June of 2008, the Sorenson Group and Herriman City announced the Herriman Towne Center. Herriman Towne Center, located in the heart of Herriman, will be the cornerstone to a larger 375+ acre district that will encompass a multi-faceted blend of residential, retail, office, civic, cultural and recreation space. The Mountain View Corridor frontage roads provide easy access to the Towne Center at both 13400 South and 12600 South.

Due to the location of the Towne Center, its proximity to the MVC and projected growth, this area provides the opportunity to become a prime commercial center in Herriman City. Based on population projections within a three to five-mile radius over the next 10 to 20

[12] As of FY 2012

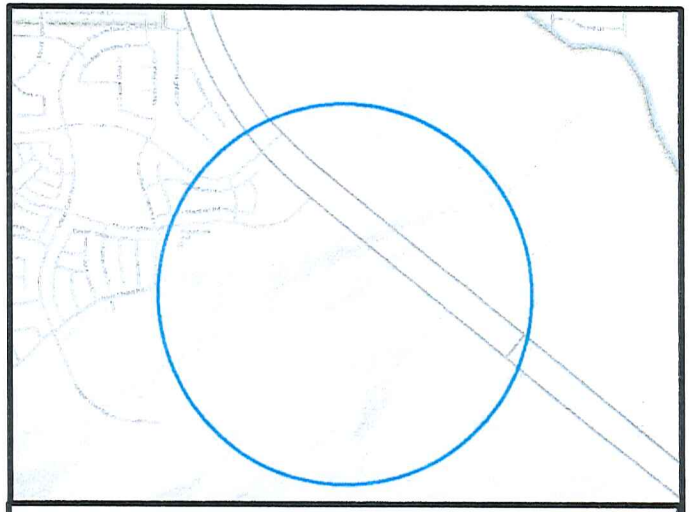
years, this area has the potential to develop into community commercial over time. Retail within the mixed use areas of the Towne Center will be best suited for small specialty retail centered on providing personal services to the community. Office development in the Towne Center will be best centered on small professional offices such as dentists, accountants, attorneys, insurance agents, etc.



Herriman Towne Center

14800 South & Mountain View Corridor

There are currently 200+ acres of developable land surrounding 14800 South and Mountain View Corridor. With the announcement of the proposed Salt Lake Community College (SLCC) campus on a 90-acre site near the intersection of 14400 South and MVC, this area becomes an ideal site for a Light Industrial Research & Development Business Park. Plans for the proposed campus focus on renewable energy training and development and the campus would serve as the home of the school's National Institute for Advanced Energy Training, offering training for entry-level technician and manufacturing jobs in the energy field.



14800 South and Mountain View Corridor

Goals and Actions

The following goals and actions have been established as a guide that will lead to the improvement of the local economy and the City as a whole.

Goal: Encourage the retention of existing businesses and attract new businesses to locate in Herriman City

Action: Explore all types of economic incentives for encouraging economic development such as the appropriate use of Community Development Areas, (CDA's), Economic Development Areas (EDA's) and Redevelopment Areas (RDA's).

Action: Prepare literature to inform and encourage the relocation of potential or new businesses to Herriman City. This literature should provide information including tax rates, demographics, major employer

profiles, economic development programs, incentives, available property, availability of water and electrical resources, etc. The literature should also illustrate the quality of life and amenities in Herriman.

Action: Consider opportunities, such as featuring one local business each month on the City Website, to highlight businesses in the City that contribute to the City and its residents.

Action: Identify any current obstacles to doing business in Herriman, as well as improvements needed to attract business owners to Herriman, through organizing focus groups with residents who own businesses in and/or outside of Herriman.

Action: Support business creation programs that will attract new businesses to the City.

Action: Explore and implement ways to streamline the business license and planning approval processes for businesses that locate in Herriman City.

Action: Regularly update the Herriman City Economic Development Strategic Plan.

Goal: Work to increase the retail capture rate in Herriman City

Action: The City should focus on attracting retail that will capture sales leakage specifically in the areas of General Merchandise, Eating Places, and Miscellaneous Merchandise.

Action: Work to attract neighborhood retail at 11800 South and MVC. Neighborhood retail provides for the sale of convenience goods such as food, drugs and sundries, and personal services - those goods that meet the daily needs of an immediate neighborhood trade area.

Action: Explore the possibility of neighborhood professional offices such as medical, dental, insurance and accounting businesses at 11800 South and MVC.

Action: Work to attract community commercial at 13400 South and MVC. The City should plan for the larger parcels required for anchor retail at 13400 South and MVC.

Action: Encourage small specialty/neighborhood retail within the mixed used areas of the Towne Center.

Action: Work to encourage office development in the Towne Center centered on small professional offices such as dentists, accountants, attorneys, insurance agents, etc.

Goal: Encourage and support a diverse economic base

Action: Work with the Utah State Chamber of Commerce, and other appropriate local organizations to attract trade shows and other regional events.

Action: Promote and support the City's existing and potential small and local businesses. Local companies often provide significant financial reinvestment back into their communities. Local businesses could be encouraged to join in a common marketing campaign, such as "Local First Utah[13]."

Action: Foster small business start-ups by providing access to business services and locations.

Action: Consider establishing entrepreneurial development programs that will attract and help develop small businesses.

Action: Develop a partnership with the Salt Lake Community College - Herriman Campus to encourage training skillsets compatible with business development in the community.

Action: Identify and recruit businesses that will provide goods and services to increase convenience for City residents, increase the variety of places to shop and assist the City in becoming a full-service community.

Action: Encourage the development of a business park/employment center that will provide high-quality employment in the community.

[13] Local First Utah is a non-profit organization dedicated to preserving and enhancing the character of our community through promotion of locally owned and independent businesses throughout Utah.

Action: Consider promoting Herriman City to the film industry.

GOAL: ACTIVELY SEEK HIGH QUALITY JOBS THAT WILL PAY A LIVING WAGE AND HAVE GREATER BENEFIT FOR RESIDENTS OF HERRIMAN CITY AND SURROUNDING AREAS

Action: Work with EDCUtah to attract professional jobs to Herriman City.

Action: Create infrastructure and businesses that will foster professional job development in Herriman.

Action: Actively work to develop a Light Industrial Research & Development Business Park adjacent to the Salt Lake Community College Campus in Herriman. A Light Industrial Research & Development Business Park adjacent to the campus will provide an expanded tax base and much needed job creation within City boundaries. Job creation will bring employees into the City, increasing the demand for goods and services.

Action: Update ordinances and zoning maps to ensure businesses can thrive and appropriately expand in their current locations.

GOAL: DEVELOP A CITY "BRAND" THAT DEMONSTRATES THE "VALUE" OF HERRIMAN AS A PLACE TO INVEST, LIVE AND VISIT

Action: Create a "Brand Taskforce" comprised of stakeholders as well as marketing professionals to develop a brand strategy, planning and implementation based on the vision for the future of the City.

Action: Educate the City's key stakeholders regarding the City's brand and what it means to be 'on-brand' in their decisions, communications and actions.

Action: Encourage communication between the 'Brand Taskforce' and key City stakeholders to choose the right 'on brand' activities that will have the biggest, cumulative impact.

GOAL: ENHANCE AND EXPAND RECREATIONAL OPPORTUNITIES IN HERRIMAN CITY

Action: Encourage the development of public and private sports and recreation venues.

Action: Better promote existing recreation opportunities within the City such as biking trails, events at the Equestrian Center, and community events at the Herriman Recreation Center.

Action: Consider the creation of additional biking and hiking trails, a BMX facility and other outdoor recreation facilities.

GOAL: WORK TO ACCOMMODATE THE UTILITY AND TRANSPORTATION INFRASTRUCTURE NEEDS OF NEW AND EXPANDING COMMERCIAL DEVELOPMENT

Action: Encourage appropriate transit-based economic development.

Action: Encourage walkable retail shopping in areas such as the Towne Center.

Action: Develop an operative transportation infrastructure plan that includes transportation options for navigating truck traffic and employees in and out of Herriman. Regularly assess the current and future demand for public transportation and City-owned roads.

Action: Work with regional planning and development organizations to investigate the feasibility and possible local economic development impacts of local commuter rail and rapid bus transit in Herriman City.

Action: Ensure and plan for sufficient communications technology infrastructure to meet the needs of current and future businesses and residents in Herriman.

Action: Work to increase the number of "shovel-ready" sites.

6 Environmental

Introduction

Herriman City is committed to protecting public health, safety and welfare by protecting important natural resources and avoiding hazardous areas that could threaten human life and property. This plan has been developed in respect for the natural environment, with the intention of maintaining those systems to the greatest extent possible as part of accommodating necessary development.

Certain studies and exhibits of certain environmental hazards to be conducted as a condition for certain development approvals. As needed, Herriman City may request additional studies and third-party reviews of such results to further analyze environmentally sensitive areas.

Geologic Hazards

The Wasatch Front has numerous geologic hazards that are found occasionally in Herriman, including fault line hazards, liquefaction areas, and landslide prone areas. The City may request a natural hazards report, as per city ordinance *(19.29)*, if hazards are suspected or special conditions merit such study.

Floodplain Hazards

A majority of the drainages in the city are in the north area and are ephemeral (dry) creeks with minor flooding activity. There are known FEMA-identified special flood hazard areas within the city; the hazard areas are defined by FEMA on the FIRM website. As per city ordinance *(19.32)*, all FEMA-identified special flood hazard areas are adopted by reference and are subject to special regulation.

Wildfire Hazards

Wildfire is a serious concern in Herriman City. The dry hillsides in the 2020 Plan Area frequently burn due to both naturally occurring and human-caused fires. Camp Williams to the south frequently is a source of wildfires as artillery and other military operations are prone to creating sparks and fires. Protecting property from damage and humans from harm in this area is a serious concern of Herriman City and The Unified Fire Authority, which provides firefighting services here. The risk of fire and potential damage from fire in this area should be mitigated through special design measures, landscape treatment, and an appropriate relationship between buildings and open spaces to facilitate firefighting operations and slow down the spread of fire.

As illustrated in Figure 1, the Unified Fire Authority (UFA) has mapped the fire risk of unincorporated areas adjacent to Herriman City. All properties adjacent to Camp Williams or adjacent to known high or extreme fire hazard (as identified by the *Unified Fire Authority Wildfire Hazard Study* or other fire hazard studies) to conduct and provide to the City and UFA a similar assessment of their fire risk. Areas found to have high or extreme fire hazard ratings are subject to the special design requirements contained the *Utah Wildland-Urban Interface Code.* The *Utah Wildland-Urban Interface Code (2006)* requires categorizing new developments into different risk levels, then requiring special fire safety measures for higher risk areas. Such measures include fire resistant materials, sprinklers, landscape mitigation, and structure spacing. Proposed Utah State legislation would require counties (and potentially cities) to adopt a wildland fire ordinance in order to be eligible for financial and supervisory assistance from the state for fire suppression.

Herriman City is also coordinating with Camp Williams to create a firebreak and fire access between their property and new development adjacent to their property. The preferred location for this firebreak is along the Bonneville Shoreline trail. Camp Williams has produced maps of their fire patterns and risk levels.

Southwest View of Camp Williams, from City Border

Watershed Protection

The foothills of the 2020 Plan Area play an important watershed role in collecting and protecting runoff water that eventually reaches major water bodies and underground aquifers. This area is not part of a designated Salt Lake County Watershed District, but the health of this foothill landscape still effects water quality. Parts of Rose Creek and Jordan River watersheds lie in the 2020 Plan area. At 11.2 miles long, Rose Creek is one of the longest streams in the valley. The Jordan River is on the 303d list for Phosphorous and TDS and may be considered an "impacted water" as it exceeds their Total Maximum Daily Load for pollutants. A study is currently determining this and ways to improve its water quality. Any changes that increase erosion or pollutants reaching either water body must be mitigated.

Erosion Hazard

Erosion of existing soils is a threat to water quality and can undermine the overall stability of an entire developed area. Hillside areas are particularly vulnerable to long-term serious erosion impacts that can undermine buildings and roads, causing permanent damage and costly repairs. Erosion is a particular concern in combination with fire. As fire hazard in the foothills is moderate to severe at times of the year, Herriman City is cautious about erodible soils that could become a hazard after fire, rain or extreme grading.

As illustrated in Figure 2, Herriman is surrounded by hillsides with moderate to severe soil erosion potential and a few small spots with very severe potential. The Natural Resources Conservation Service (NRCS) mapped the soils in Salt Lake County and developed an erosion hazard rating for each soil type (NRCS, 1974 and 2002). The rating presented in this section is the "hazard of off-road or off-trail erosion" as described in the National Forestry Handbook (NRCS, 2004). The erosion hazard rating is based on the slope and soil erodibility K-factor of a surface that has 50 to 75 percent of its area exposed by grazing, mining, or other kinds of disturbance. The hazard categories are:

- Slight: Erosion is unlikely under ordinary climatic conditions.
- Moderate: Some erosion is likely and erosion-control measures may be needed.
- Severe: Erosion is very likely and erosion-control measures, including revegetation of bare areas, are advised.

- Very Severe: Significant erosion is expected, loss of soil productivity and offsite damage are likely, and erosion-control measures are costly and generally impractical.

Herriman City intends to prevent serious erosion problems by enforcing restrictions on steep slope development and applying necessary guidelines for grading and earthwork in moderate, severe and very severe erosion areas.

Steep Slopes & Hillside Protection

Herriman City restricts building on steep slopes to prevent dangerous erosion, excessive grading, impacts to the city's viewshed and excessive infrastructure and maintenance costs. The city wishes to preserve the original landforms and natural appearance of these foothills to the greatest extent possible. Development should rest lightly and blend in with the existing hills and drainages. Mass grading, large cuts and fills, and development that significantly changes or hides the natural contours of these hillsides are not acceptable.

The Hillside Overlay Zone ordinance applies to all property above the 5200 foot contour line, addressing the following:

- Steep slopes – Prohibiting development on slopes greater than 30% and roads crossing grades greater than 30%. Requiring special site plan review by the Planning Commission for any construction on slopes between 20% and 30%.

- Grading and Drainage – Minimizing grading, preserving natural landforms and drainage and using native plants for revegetation.

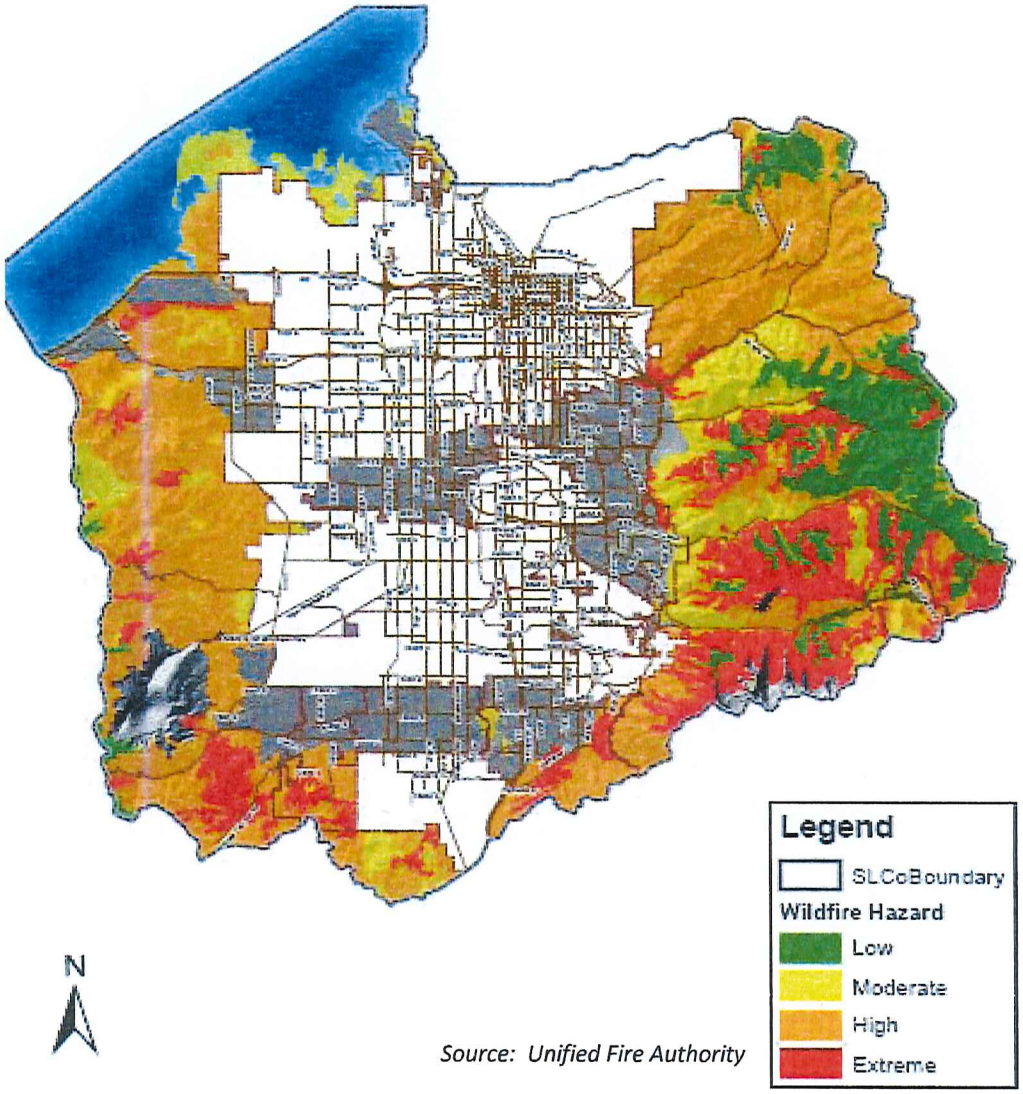
- Limits of Disturbance – Establishing a maximum area within which all construction activity, including grading, must occur.

- Ridgeline Preservation – Preserving the natural appearance of key ridgelines when viewed from significant vantage points.

- Clustering, lot coverage and open space – Site development to encourage large stretches of open space and public access to it.

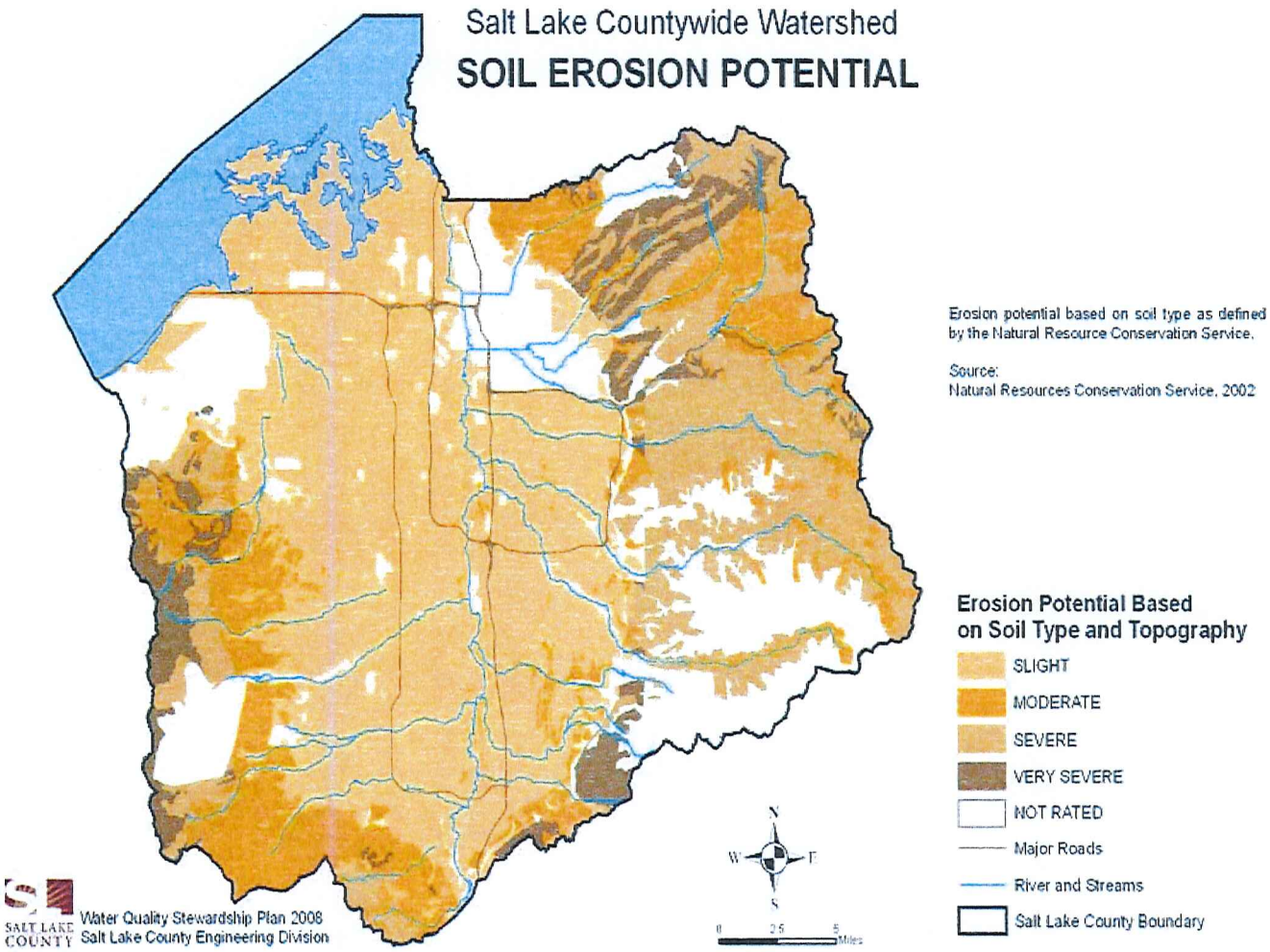
- Site plan approval – Special review and approval of site designs before issuing a building permit.

Figure 6-1
Wildfire Hazard



Source: Unified Fire Authority

Figure 6-2



Source: Salt Lake County Water Quality Stewardship Protection Plan, 2006.

7 Action Plan

Introduction

The purpose of this Action Plan is to prioritize implementation efforts over next five year period to ensure that change occurs to meet the goals of this plan. The Action Plan serves as a "living document", and should be evaluated once complete, to ensure no outstanding actions are required.

Action Plan Progress Matrix

The matrix is presented as a matrix with Actions presented by chapter by Implementation Period: Immediate (< 1 Year); Short-Term (1-5 Years) and Long-Term (5 Years+). Notes are provided for specific actions where required.

A land use and urban design ACTION PLAN					
No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
1	Considering the rapid rate of growth, update the General Plan every five years or more often to ensure the General Plan stays current and reflects new developments and changing community priorities.		✓	✓	*Monitor growth and change closely during 2014 and 2015 to determine need.*
2	Review the General Plan regularly to ensure it is being implemented as proposed. If not, make adjustments and modifications as required.	✓	✓	✓	*Monitor growth and change closely during 2014 and 2015 to determine need.*
3	Modify existing zoning ordinances, development guidelines and other implementation tools to ensure they are aligned with the vision contained in the general plan.	✓	✓	✓	
4	Allow no amendments to the updated Herriman 2025 General Plan for a period of one year following the date of adoption.	✓			
5	Consider potential amendments to the General Plan only during special meetings devoted solely to that process.		✓	✓	

A land use and urban design ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
6	Hold special meetings to consider potential General Plan amendments on a semi-annual basis only.		✓	✓	
7	Create new zones specific for the new Light Industrial/Business Park and mixed use zones.	✓			
8	Modify existing ordinances and codes to formalize establishment of the Herriman Historic Conservation District.	✓	✓	✓	*Work with the private land owners to ensure critical open space is provided as part of development process.*
9	Modify the existing City Code to ensure critical landscapes and open spaces are preserved and protected from future development.	✓	✓		
10	Modify the existing City Code to allow and encourage the mix of housing types and options presented in the General Plan.	✓			
11	Ensure that environmental protection is adequately addressed as part of the development review process.	✓			
12	Enforce ordinances requiring development setbacks along creek corridors and drainages.	✓	✓	✓	*Recommended setbacks are 100 feet along major waterways and creeks, and 50 feet along smaller tributaries, canals and drainages.*

A land use and urban design ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
13	Adopt a water conservation landscape ordinance.	✓			
14	Adopt an indoor water use ordinance that requires low flow plumbing fixtures and similar practices that conserve water use.	✓			
15	Prepare and utilize Action Plans and Capital Facility Plans that support the ideas and enhancement concepts contained in the General Plan.	✓	✓	✓	
16	Monitor the City's population growth on a regular basis and reflect those changes in the General Plan.		✓	✓	
17	Create detailed guidelines and educational information regarding the benefits of sustainable residential models, including Clustered Development and Mixed Use Development.	✓	✓		
18	Organize a committee to establish the Herriman Historic Conservation District.	✓	✓		*Specific items to be addressed include rules, appropriate tools, streetscape enhancements, parking coordination and reconfiguration, redevelopment ideas, coordinated signage, etc.*
19	Prepare detailed site and landscape plans for new parks and cultural uses in the city.	✓	✓		

A land use and urban design ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
20	Prepare detailed design plans for future development and enhancement projects near the north and east edges of the city.	✓	✓		
21	Utilize water conserving landscape design and methods on public projects to serve as examples for private development.	✓	✓	✓	
22	Work closely with the U.S. Army Corps of Engineers and other responsible agencies to ensure that any wetlands within the City are protected and maintained.	✓	✓	✓	
23	Work closely with Salt Lake County and the State of Utah to ensure that city, county and state statutes are consistent.	✓	✓	✓	
24	Continue to promote Clustered Development and Commercial/ Residential Mixed-Use development in key expansion areas, particularly along the north and east boundaries of the city.	✓	✓	✓	
24	Maintain and strengthen existing commercial design standards.	✓	✓	✓	*Review existing comerrcial design standards immediately ito identify strengths and weaknesses. Continue to review and revise on a regular basis to ensure existing high design standards are maintained and enhanced over time.*
24	Develop new design standards for residential, industrial and other uses in the city.	✓	✓	✓	*Identify land uses which require enhance design standards in the short-term. Based on the results, develop new ordinances and standards in the mid-term, with annual reviews and modifications as required in the long-term.*

B demographics and housing ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
1	Designate areas in the land use plan where multi-family development will be permitted.	✓	✓		
2	Streamline development processes to encourage multi-family type development.	✓	✓	✓	
3	Allow for multi-family or town home mixed-use development as buffers between commercial and single-family residential areas, as well as in downtown.	✓	✓	✓	*Accessory dwelling units may also be considered in appropriate areas. One possible area for higher-density residential could be near the SLCC campus.*
4	Encourage some PUD neighborhoods with small lot sizes.	✓	✓	✓	
5	New residential areas should be grouped into neighborhoods and planned in relation to schools, playgrounds, parks, and other facilities.	✓	✓		
6	Schools, churches, libraries, fire stations, and other public buildings and structures, located in residential areas, should provide attractive and well- maintained landscaping.	✓	✓	✓	
7	Separate residential and non-residential uses by permanent, easily maintained walls, solid fences, and combinations of space and landscaping.	✓	✓	✓	

B demographics and housing ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
8	Industrial and other non-compatible activities should not be permitted or allowed to expand or encroach upon residential neighborhoods.	✓	✓	✓	
9	City-wide beautification programs should continue to be encouraged and supported by the City to strengthen citizen pride.	✓	✓	✓	
10	Encourage the creation of residential areas which are sensitive to natural features and environmental constraints.	✓	✓	✓	
11	Building styles of multi-family developments should be compatible and harmonious with surrounding and adjoining buildings.	✓	✓	✓	
12	Discourage the intrusion of non-compatible uses which could lower residential values.	✓	✓	✓	
13	Ensure security and stability to developers and residents in future development.	✓	✓	✓	*Decisions involving housing and housing policies should be made within the framework of the goals and objectives of this General Plan.*

C economic development ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
1	Prepare literature to inform and encourage the relocation of potential or new businesses to Herriman City.	✓	✓		*This literature should include tax rates, demographics, major employer profiles, the quality of life, amenities, available property, water and electrical resources, etc. T*
2	Explore opportunities, such as featuring one local business each month on the City Website, to highlight businesses in the City that contribute to the City and its residents.	✓	✓	✓	
3	Identify any current obstacles/ improvements needed with doing business in Herriman to attract business owners to Herriman. Organize focus groups with residents who own businesses in and/or outside of Herriman.	✓	✓	✓	
4	Support business creation programs that will attract new businesses to the City.	✓	✓	✓	
5	Implement ways to streamline the business license and planning approval processes for businesses that locate in Herriman City.	✓	✓	✓	
6	Regularly update the Herriman City Economic Development Strategic Plan.		✓	✓	
7	Explore all types of incentives for encouraging economic development such as the appropriate use of Community Development Areas, (CDA's), Economic Development Areas (EDA's) and Redevelopment Areas (RDA's).	✓	✓		
8	Focus on attracting retail that will capture sales leakage specifically in the areas of General Merchandise, Eating Places, and Miscellaneous Merchandise.	✓	✓	✓	

C economic development ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
9	Work to attract neighborhood retail at 11800 South and MVC. Neighborhood retail provides for the sale of convenience goods that meet the daily needs of an immediate neighborhood trade area.	✓	✓		
10	Promote neighborhood professional offices such as medical, dental, insurance and accounting businesses at 11800 South and MVC.	✓	✓		
11	Include community commercial at 13400 South and MVC. The City should plan for the larger parcels required for anchor retail at 13400 South and MVC.	✓	✓		
12	Encourage small specialty/neighborhood retail within the mixed used areas of the Towne Center.	✓	✓		
13	Work to encourage office development in the Towne Center centered on small professional offices such as dentists, accountants, attorneys, insurance agents, etc.	✓	✓		
14	Work with the Utah State Chamber of Commerce, and other appropriate local organizations to attract trade shows and other regional events.	✓	✓		
15	Promote and support existing and potential small and local businesses.	✓	✓		*Local companies often provide significant financial reinvestment back into their communities.*

C economic development ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
16	Foster small business start-ups by providing access to business services and locations.	✓	✓	✓	
17	Develop a partnership with the Salt Lake Community College - Herriman Campus to encourage training skillsets that are compatible with business development in the community.		✓	✓	
18	Identify and recruit businesses that will provide goods and services to increase convenience for Herriman residents, increase the variety of places to shop and assist the City in becoming a full-service community.	✓	✓	✓	
19	Develop a business park/employment center that will provide high-quality employment in the community.	✓	✓		
20	Work with EDC Utah to attract professional jobs to Herriman City.	✓	✓	✓	
21	Create infrastructure and businesses that will foster professional job development in Herriman.	✓	✓	✓	
22	Actively work to develop a Light Industrial Research & Development Business Park adjacent to the Salt Lake Community College Campus in Herriman.	✓	✓		*This will provide an expanded tax base which will bring employees into the City, increasing the demand for goods and services.*

C economic development ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
23	Update ordinances and zoning maps to ensure businesses can thrive and appropriately expand in their current locations.	✓			
24	Create a "Brand Taskforce" comprised of stakeholders as well as marketing professionals to develop a brand strategy, planning and implementation based on the vision for the future of the City.		✓	✓	
25	Educate the City's key stakeholders regarding the City's brand and what it means to be 'on-brand' in their decisions, communications and actions.		✓	✓	
26	Encourage communication between the 'Brand Taskforce' and key City stakeholders to choose the right 'on brand' activities that will have the biggest, cumulative impact.		✓	✓	
27	Promote the development of public and private sports and recreation venues.	✓	✓	✓	
28	Improve advertising of the existing recreation opportunities within the City such as biking trails, events at the Equestrian Center, and community events at the Herriman Recreation Center.	✓	✓	✓	
29	Consider the creation of additional biking and hiking trails, a BMX facility and other outdoor recreation facilities.		✓	✓	

C economic development ACTION PLAN

No.	Action	Implementation Period			Notes
		Immediate	1-5 Years	5 Years+	
30	Encourage appropriate transit-based economic development.	✓	✓	✓	
31	Develop an operative transportation infrastructure plan that includes options for navigating truck traffic and employees in and out of Herriman. Regularly assess the current and future demand for public transportation and City-owned roads.	✓	✓	✓	
32	Encourage walkable retail shopping in areas such as the Towne Center.	✓	✓	✓	
33	Work with regional planning and development organizations to investigate the feasibility and possible local economic development impacts of local commuter rail and rapid bus transit in Herriman City.	✓	✓	✓	
34	Ensure and plan for sufficient communications technology infrastructure to meet the needs of current and future businesses and residents in Herriman.	✓	✓	✓	

Exhibit "C"

Preliminary PUD

HERRIMAN CITY

April 18, 2014

Bryan Bayles
Suburban Land Reserve, Inc.
79 S Main St, Suite 500
Salt Lake City, UT 84111

Re: File Number 09C14

Dear Bryan:

The Herriman Planning Commission at their regular meeting on April 17, 2014 granted preliminary approval to your Planned Unit Development of single family, detached, and attached units on property located at approximately 6801 W 11800 S. The approval was subject to the following conditions:

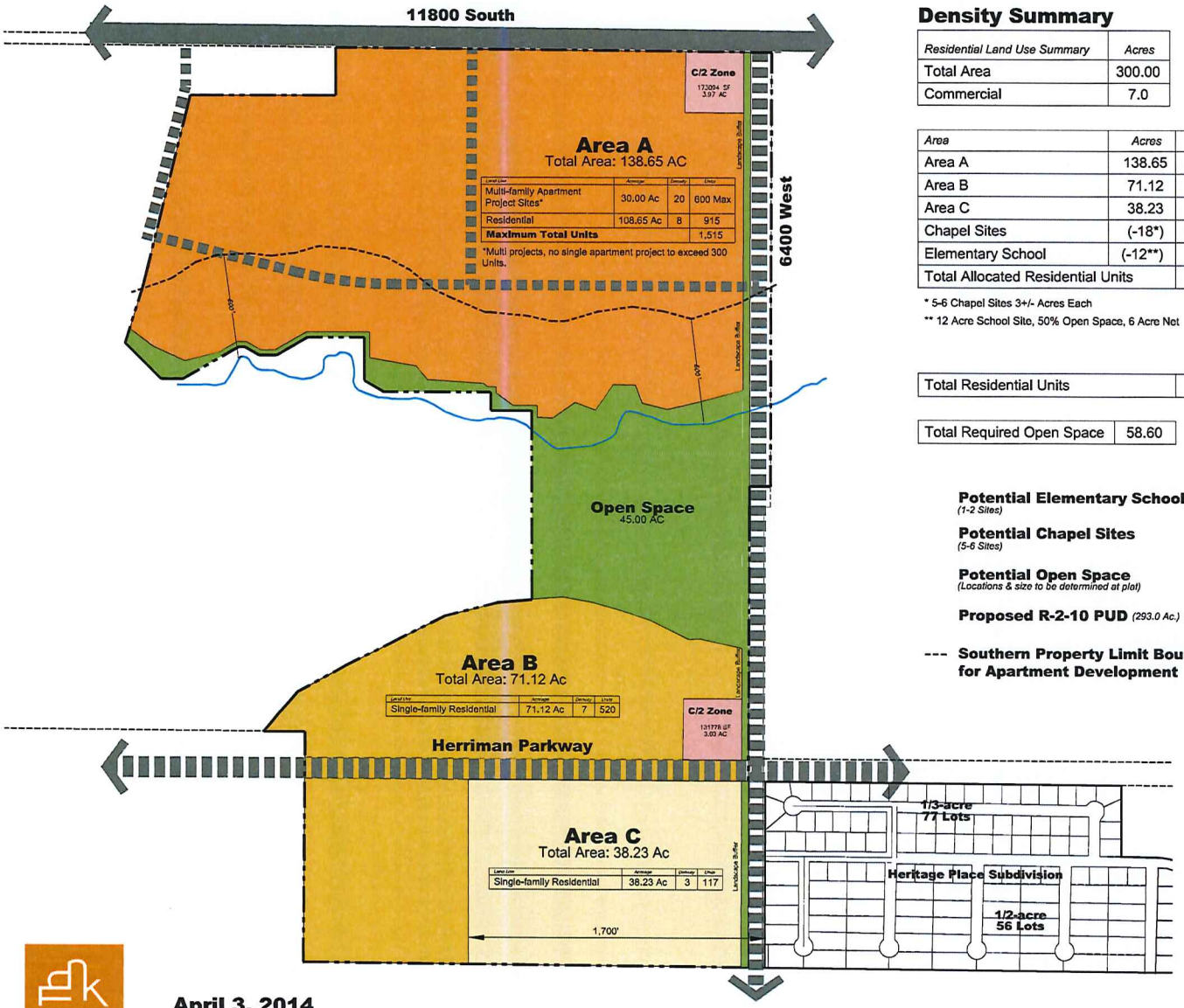
1. Project Guidelines and CC&R's are approved by Planning Commission as submitted, with revisions discussed at the meeting, including, but not limited to: removing the road cross sections, revised open space numbers, and requiring each third home to have different elevations.
2. Receive and agree to the recommendations from other agencies.
3. Each phase will come back to Planning Commission for a final approval, with greater detail on design and engineering.
4. Detailed plans on amenities, including parks, landscaping, and fencing, will be reviewed and approved by the Planning Commission when each phase receives final approval.
5. The final PUD plans should include the following:
    - A. Building orientation, size, and type;
    - B. Identification of buffering, screening, or distance used to mitigate possible non-compatible uses;
    - C. Parking areas and vehicle access to the site;
    - D. Engineering issues, to include grading, drainage, sewer, and other utilities;
    - E. Compatibility with uses on adjacent properties.
6. Maximum of 1,990 units overall. Area A shall have a maximum of 1,515 units; Area B shall have a maximum of 520 units; Area C shall have a maximum of 117 units. If any property is rezoned to commercial, the density will be adjusted in that area and the open space will be deducted from the total 20% open space required in a prorated amount.
7. At least 20 percent of the PUD must be preserved as open space, and 50 percent of the open space must be in one contiguous parcel. The large regional park that is approximately 45 acres provides the contiguous open space. The additional open space of approximately 13 acres shall be provided by, among other things, various parks and trails throughout the remainder of the project as well as portions of schools used as open space.

8. All development within the Master Plan area shall comply with the approved Project Guidelines, administered by the City, and Design Guidelines, administered by the Design Review Committee.
9. Fencing to be reviewed when each phase comes in for final approval.
10. No building or structure shall exceed 3 stories. The building heights will be approved with the final approval for each phase.
11. Provide trail connections to the regional park through the adjacent subdivisions. This should include a cross walk across Herriman Parkway. Also provide trail connections to any future school sites.
12. Setbacks are as required in the Project Guidelines. Specific setbacks may be approved with each phase of the final PUD.
13. Coordinate with other utilities at the time of road improvements in order to minimize future road cuts.
14. Dedicate up to a 20 foot landscape buffer along the west side of 6400 West, which will be part of the 45 acres of contiguous open space to be improved as regional open space. Improve the standard park strip and sidewalk within the right of way of 6400 West and install street lighting. City may elect to: 1) have the sidewalk adjacent to 6400 West replaced by a 10 foot hard surface trail the entire length of the buffer, to connect to the regional park; 2) have any portion of the buffer (in addition to the standard park strip adjacent to 6400 West) improved with landscaping, which may include some xeriscape; provided that any additional funds required will be provided by the City. Work with engineering on the exact width and layout of the buffer area. Any improvements will be installed concurrent with development of the adjacent residential/commercial development.
15. Work with engineering on a storm drain plan that shows how water will be dealt with as it comes off the property to the west of the Project. The first phase of development within the areas north and south of the regional open space should address the storm drain plan that would affect such area. The plans can be different for the areas north and south of the regional open space. The expense for any storm drainage improvement will be reimbursed through impact fees. Any alteration to Midas and/or Copper Creek will need to be approved by the County.
16. Heritage Hills Drive will be a secondary emergency access for the Project, but will be closed off to other vehicular traffic. This may be changed in the future when greater access is desired by the residents. Pedestrian and bicycle access will still be provided.

If you have any questions please contact the Planning Department during regular business hours.

Sincerely,

Bryn McCarty, AICP
Planning Supervisor
planning@herriman.org



Density Summary

Residential Land Use Summary	*Acres*
Total Area	300.00
Commercial	7.0

Area	*Acres*	*Units*
Area A	138.65	1,515
Area B	71.12	520
Area C	38.23	117
Chapel Sites	(-18*)	(-126)
Elementary School	(-12**)	(-36)
Total Allocated Residential Units		1,990

* 5-6 Chapel Sites 3+/- Acres Each

** 12 Acre School Site, 50% Open Space, 6 Acre Net

Total Residential Units	1,990

Total Required Open Space	58.60

Potential Elementary School Sites
(1-2 Sites)

Potential Chapel Sites
(5-6 Sites)

Potential Open Space
(Locations & size to be determined at plat)

Proposed R-2-10 PUD *(293.0 Ac.)* **and C-2 Zoning** *(7.0 Ac.)*

--- **Southern Property Limit Boundary for Apartment Development**

Master Developer is vested in the uses, types, counts and depictions contained on this document. Nevertheless, Master Developer shall have the right to modify, in its sole discretion, any and all of the features, depictions contained on this map, subject to the following limitations:

1. Apartments shall not be allowed in Areas B & C or within 600' of Midas Creek.
2. Areas A, B & C cannot be geographically increased or decreased, and the density counts cannot be modified.

Think Architecture

April 3, 2014

0 150 300 600 900

** *This document is privileged & confidential.*

Creek Ridge PUD

Approx. 11800 South & 6400 West, Herriman, Utah

Exhibit "D"

City's Vested Laws

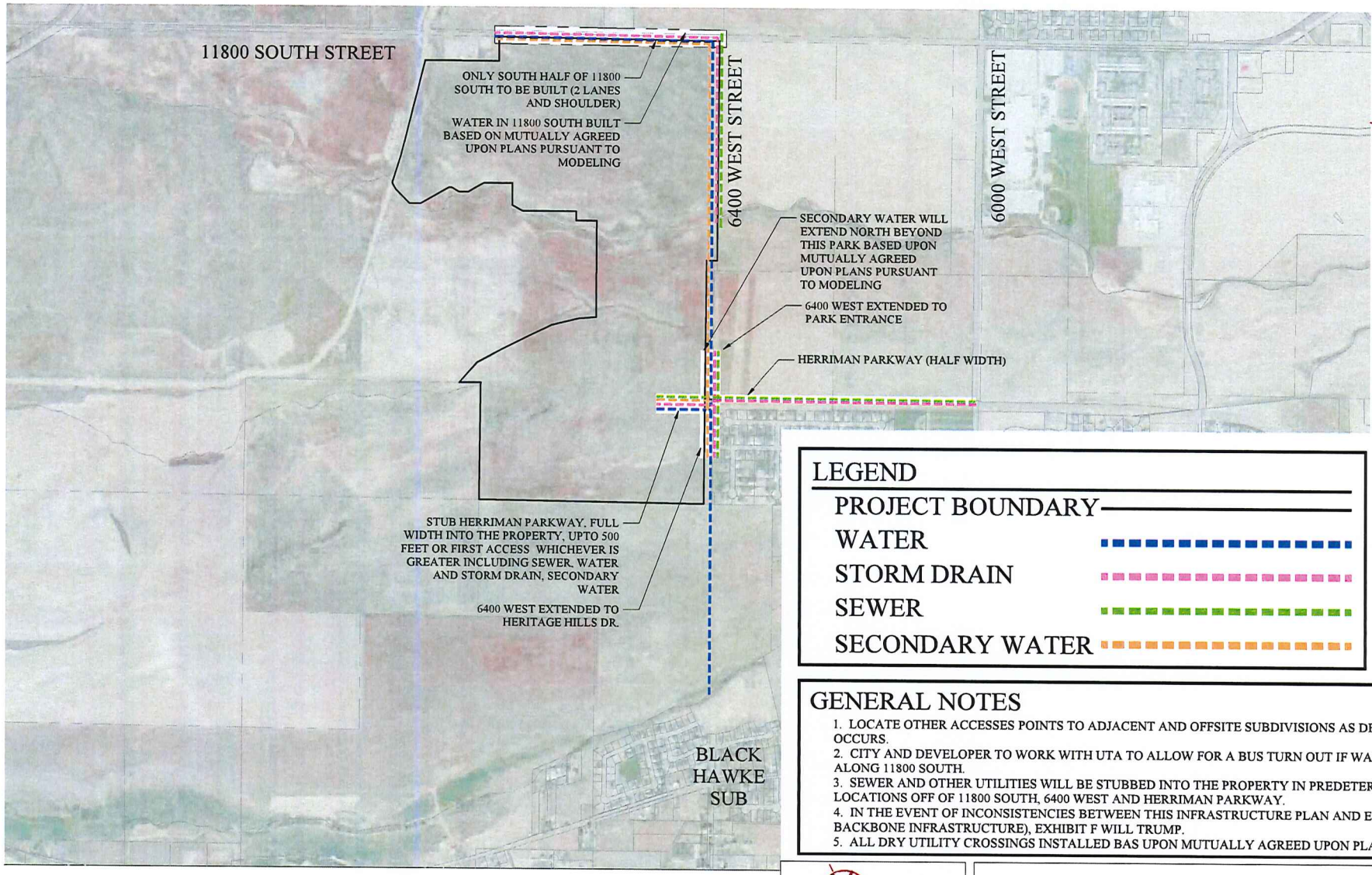
City's Vested Laws includes all laws

- The following provisions of City Code existing as of April 30, 2014:
  Sections 7-1-1; 7-3-1 et seq.; 7-4-1 et seq.; 7-5-1 et seq.; 7-6-1 et seq.; 7-9-1 et seq.; 8-1-1 et seq.; 8-5-4; 8-6-1 et seq.; 8-7-1 et seq.; 9-1-1 et seq.; 9-2-1 et seq.; 9-3-1 et seq.; 9-4-1 et seq.; 10-1-1 et seq. (entire Chapter 10);.; 11-1-1 et seq. (entire Chapter 11); 12-1-1 et seq. (entire Chapter 12).

- Herriman City Development Standards, Engineering Requirements and Supplemental Specifications for Public works Projects, 6th Edition, 2011

Exhibit "E"

Infrastructure Plans



LEGEND

- PROJECT BOUNDARY
- WATER
- STORM DRAIN
- SEWER
- SECONDARY WATER

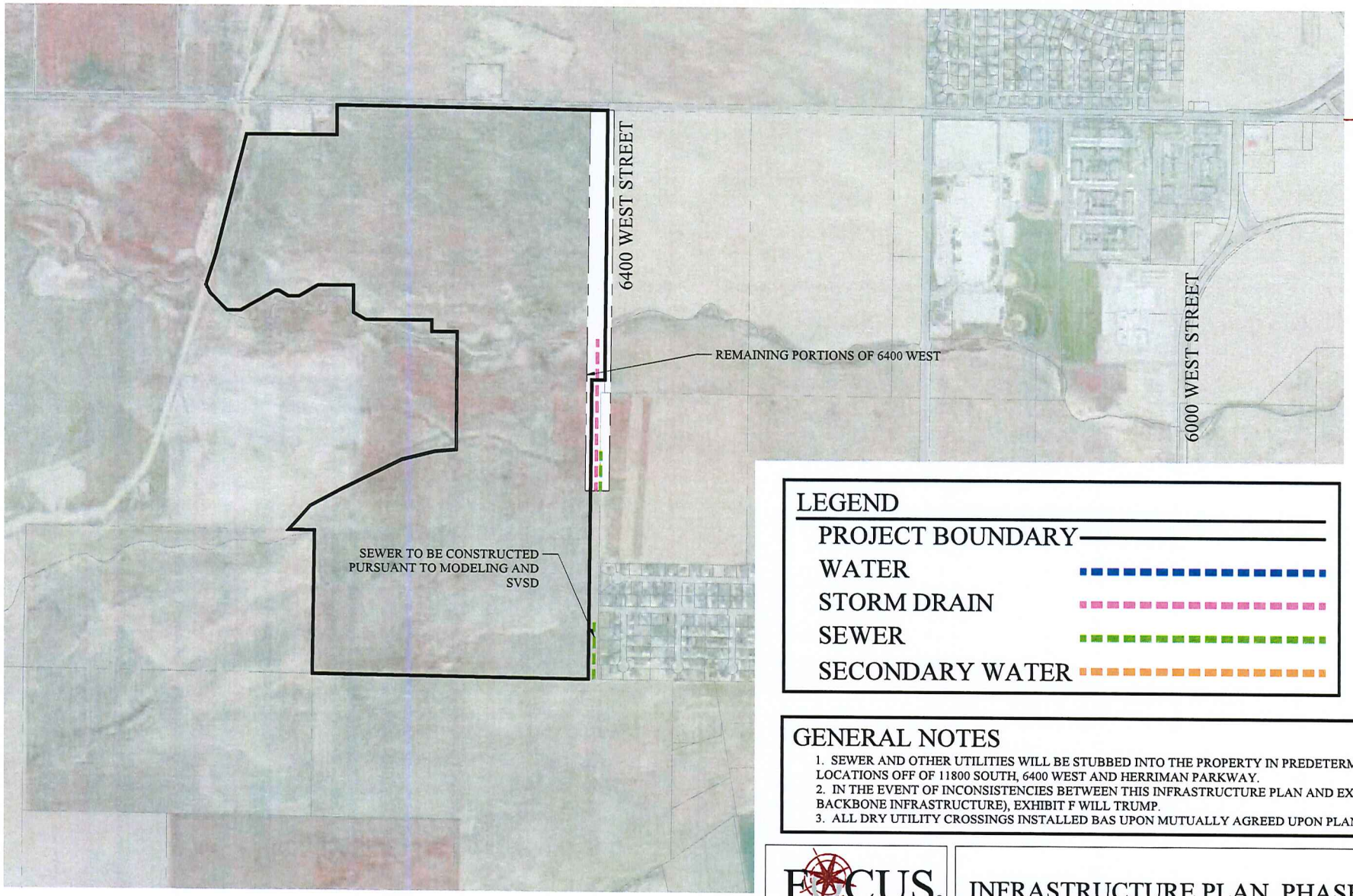
GENERAL NOTES

1. LOCATE OTHER ACCESSES POINTS TO ADJACENT AND OFFSITE SUBDIVISIONS AS DEVELOPMENT OCCURS.
2. CITY AND DEVELOPER TO WORK WITH UTA TO ALLOW FOR A BUS TURN OUT IF WARRANTED ALONG 11800 SOUTH.
3. SEWER AND OTHER UTILITIES WILL BE STUBBED INTO THE PROPERTY IN PREDETERMINED LOCATIONS OFF OF 11800 SOUTH, 6400 WEST AND HERRIMAN PARKWAY.
4. IN THE EVENT OF INCONSISTENCIES BETWEEN THIS INFRASTRUCTURE PLAN AND EXHIBIT F, (THE BACKBONE INFRASTRUCTURE), EXHIBIT F WILL TRUMP.
5. ALL DRY UTILITY CROSSINGS INSTALLED BAS UPON MUTUALLY AGREED UPON PLANS.

FOCUS®
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

INFRASTRUCTURE PLAN PHASE 1
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

Date Created:	05/21/14
Scale:	NTS
Drawn:	DP
Job:	14-031
Sheet:	A



LEGEND

- PROJECT BOUNDARY
- WATER
- STORM DRAIN
- SEWER
- SECONDARY WATER

GENERAL NOTES

1. SEWER AND OTHER UTILITIES WILL BE STUBBED INTO THE PROPERTY IN PREDETERMINED LOCATIONS OFF OF 11800 SOUTH, 6400 WEST AND HERRIMAN PARKWAY.
2. IN THE EVENT OF INCONSISTENCIES BETWEEN THIS INFRASTRUCTURE PLAN AND EXHIBIT F, (THE BACKBONE INFRASTRUCTURE), EXHIBIT F WILL TRUMP.
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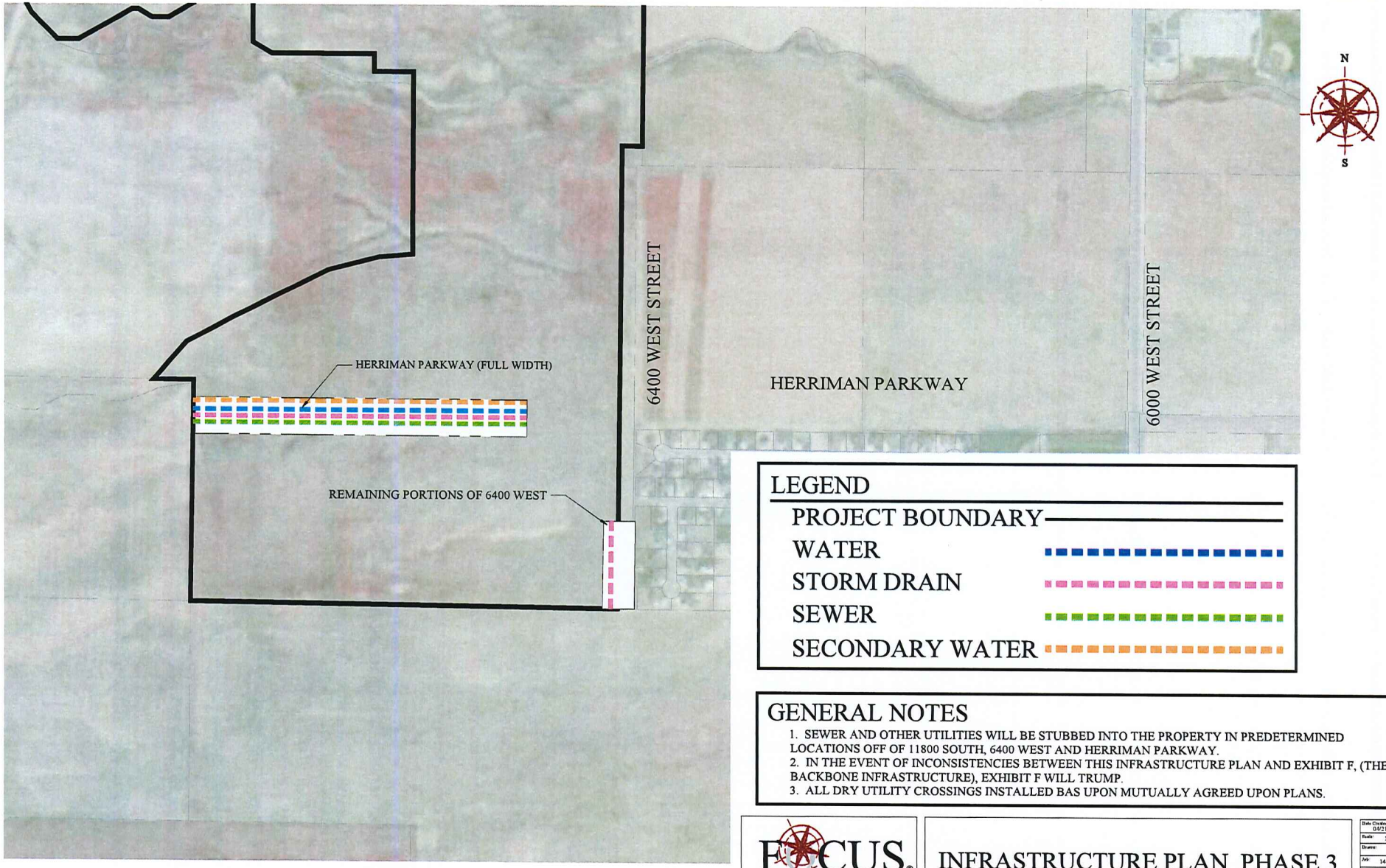
INFRASTRUCTURE PLAN PHASE 2
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

Date Created:	04/08/14
Scale:	NTS
Drawn:	DP
Job:	14-031
Sheet:	B



LEGEND

- PROJECT BOUNDARY
- WATER
- STORM DRAIN
- SEWER
- SECONDARY WATER

GENERAL NOTES

1. SEWER AND OTHER UTILITIES WILL BE STUBBED INTO THE PROPERTY IN PREDETERMINED LOCATIONS OFF OF 11800 SOUTH, 6400 WEST AND HERRIMAN PARKWAY.
2. IN THE EVENT OF INCONSISTENCIES BETWEEN THIS INFRASTRUCTURE PLAN AND EXHIBIT F, (THE BACKBONE INFRASTRUCTURE), EXHIBIT F WILL TRUMP.
3. ALL DRY UTILITY CROSSINGS INSTALLED BAS UPON MUTUALLY AGREED UPON PLANS.

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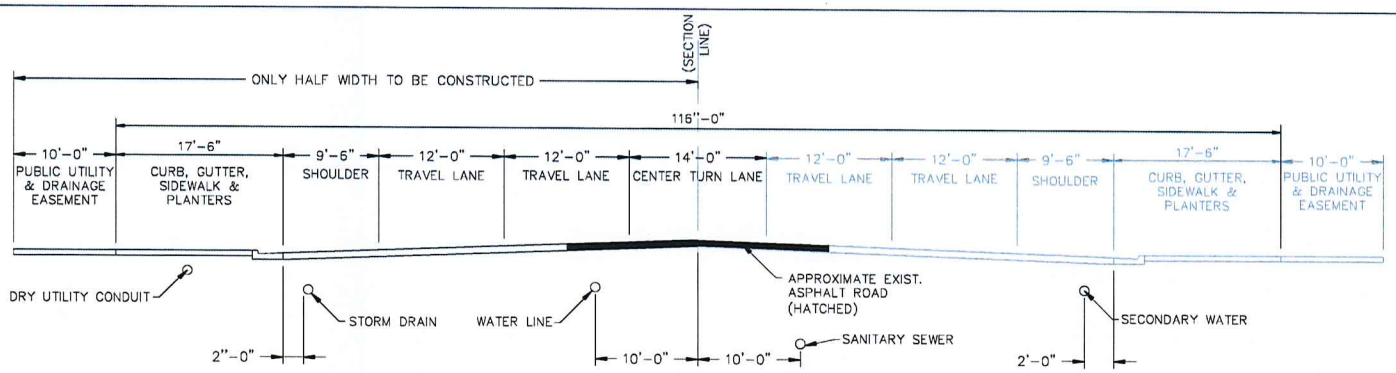
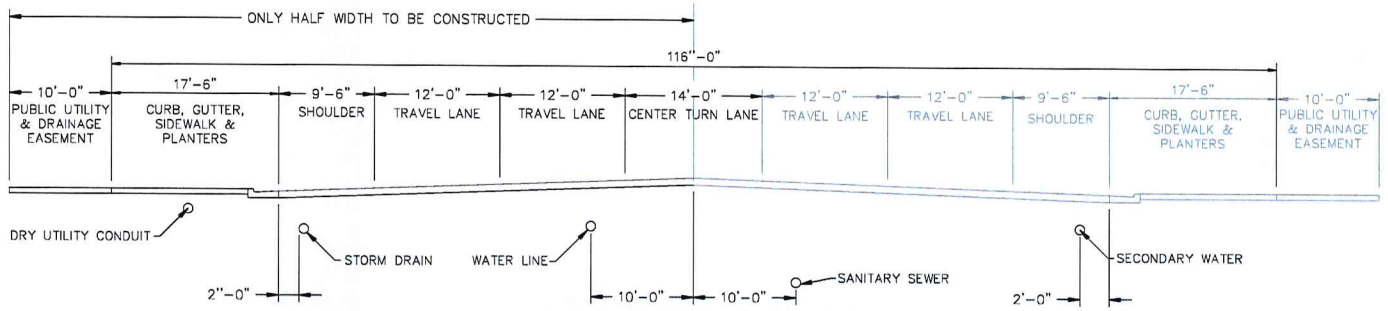
INFRASTRUCTURE PLAN PHASE 3
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

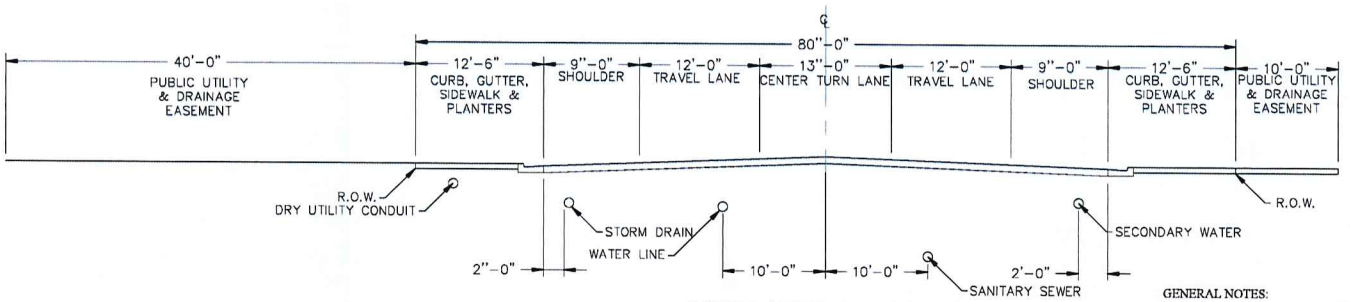
Date Created: 04/21/14
Scale: NTS
Drawn: DP
Job: 14-031
Sheet: C



MAJOR ARTERIAL - 11800 SOUTH



MAJOR ARTERIAL - HERRIMAN PARKWAY



MINOR ARTERIAL- 6400 WEST

GENERAL NOTES:

UTILITIES ARE IN APPROXIMATE LOCATIONS.

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www.focusutah.com

STANDARD ROAD CROSS SECTIONS
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

Date Created:	08/11/14
Scale:	NTS
Drawn:	DP
Job:	14-031
Sheet:	A

L:\2014\14-031 Herriman Infrastructure Pkg 1 Plans\Design\14-031dwg\xsections - plan 1.dwg

Exhibit "F"

Backbone Infrastructure

Exhibit F
Backbone Infrastructure

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
1	The deadlines contained herein will be extended on terms reasonably and mutually reasonable agreed upon by the parties if: (a) the City timely pursues acquisition of the property it needs to accomplish the task, and (b) an order of immediate occupancy is denied by a court. However, such extension shall in no way modify the financial obligations of the parties described in this Agreement.														
2															
3	**Phase 1 Improvements**														
4	**11800 South Street from 6400 West to the western boundary of the Property**								**Milestone Dates**						
5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
6															
7	Street System Improvements (half width (two lanes and shoulder) on the south) and including turn lanes of the future 6400 West intersection (and any bus turn in lanes, if applicable) consistent with this MDA, mutually agreed upon plans, and Development Standards based upon geotech study, including curb & gutter with inlets and catch basins with intersections into Property per agreed upon plans.		Plans can be modified by Master Developer during the design and approval process. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
8	Storm Drain System Improvements consistent with Development Standards and mutually agreed upon plans on south side of 11800 South Street.		Plans can be modified by Master Developer during the design and approval process. If Salt Lake County requires storm water detention on site, Master Developer will provide land for the detention area in a location selected by Master Developer up gradient from Midas Creek located within the Open Space dedicated by Master Developer. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
9	Culinary Water System Improvements consistent with Development Standards and mutually agreed upon plans stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
10	Sewer System Improvements per mutually agreed upon plans to accommodate improvements within Property, including boxes and manholes with lateral lines stubbed to the edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate service and designed pursuant to modeling performed by SVSD.		In the event the Infrastructure Plans do not specify the size and capacity of the sewer line in light of the density the sewer line is required to service, Master Developer will (a) provide such information to the City prior to installation of the sewer line, or (b) reimburse the City for any incremental excess in the cost of material solely related to any unnecessary oversizing of the sewer line based upon the actual size and capacity to service the actual density of the development. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City, so long as SVSD is willing or required to reimburse City for costs.		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		4 months after Effective Date subject to modifications based upon engineering modifications, and approval of funding by SVSD.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
11	Secondary Water System Improvements consistent with Development Standards and mutually agreed upon plans with lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
12	Fire suppression water/hydrants per (part of Culinary Water System Improvements) consistent with Development Standards and mutually agreed upon plans along 11800 South including boxes and manholes with lateral lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
13	Traffic Signage, Striping and Controls consistent with the MDA, the Transportation Master Plan, Development Standards and mutually agreed upon plans.		If traffic signal is not warranted at time of construction, conduit will be installed at the time of road construction. Another traffic control mechanism shall be installed when warranted.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
14	Additional conduits under road pursuant to mutually agreed upon plans in locations designated by Master Developer during the design and approval process.		These are conduits requested by the Master Developer and/or Subdeveloper under any roadways. These do NOT include the conduit installed by the City for the City's purposes.		Same		Master Developer and/or Subdeveloper		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
15	Sidewalks consistent with Development Standards		Sidewalks will only be required for area fronting and/or immediately abutting property being developed. City agrees to issue a building and occupancy permit for a model homes without the requirement of sidewalks being completed.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed		Master Developer and/or Subdeveloper		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
16	Street Light System Improvements consistent with Development Standards; provided, however, if the City modifies the Development Standards to require LED lights, LED lights will be installed in the street lights.		Pursuant to the Development Standards, Master Developer and/or Subdeveloper will pay a street lighting fee and the City will purchase the pole, head, and base and other materials for the street lights.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed		Master Developer and/or Subdeveloper		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
17	Irrigation and Landscaping System Improvements consistent with Development Standards		Irrigation and Landscaping System will only be required for area fronting and/or immediately abutting property being developed by Master Developer/Subdeveloper (i.e., south side of 11800 South Street).		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed		Master Developer and/or Subdeveloper		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.
18	Electrical Power stubbed to Property		City agrees that any electrical lines may be located within any public utility easement within park strips adjacent to 11800 South Street		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
19	Natural Gas stubbed to Property		City agrees that any natural gas line may be located within any public utility easement within park strips adjacent to 11800 South Street		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
22	**Phase 1 Improvements**														
23	**Water, Sewer and Storm Drainage Lines along 6400 West Street**														
24	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
25	Storm Drain System Improvements consistent with Development Standards and mutually agreed upon plans		Plans can be modified by Master Developer during the design and approval process. If Salt Lake County requires storm water detention on site, Master Developer will provide land for the detention area in a location selected by Master Developer up gradient from Midas Creek located within the Open Space dedicated by Master Developer. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a utility plan showing the utility stubs from 6400 West Street into the Property.		City		City		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
26	Culinary Water System Improvements consistent with Development Standards and mutually agreed upon plans stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a utility plan showing the utility stubs from 6400 West Street into the Property.		City		City		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
27	Sewer System Improvements per mutually agreed upon plans to accommodate improvements within Property, including boxes and manholes with lateral lines stubbed to the edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate service and designed pursuant to modeling performed by the SVSD.		In the event the Infrastructure Plans do not specify the size and capacity of the sewer line in light of the density the sewer line is required to service, Master Developer will (a) provide such information to the City prior to design of the sewer line, or (b) reimburse the City for any incremental excess in the cost of material solely related to any unnecessary oversizing of the sewer line based upon the actual size and capacity to service the actual density of the development. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a utility plan showing the utility stubs from 6400 West Street into the Property.		City		City, so long as SVSD is willing or required to reimburse City for costs		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications, and approval of funding by SVSD.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions, and approval of funding by SVSD.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
28	Secondary Water System Improvements consistent with Development Standards and mutually agreed upon plans with lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a utility plan showing the utility stubs from 6400 West Street into the Property; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling		City		City		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions, and approval of funding by SVSD.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
29	Fire suppression water/hydrants per (part of Culinary Water System Improvements) consistent with Development Standards and mutually agreed upon plans along 6400 West Street including boxes and manholes with lateral lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a utility plan showing the utility stubs from 6400 West Street into the Property.		City		City		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
32	**Phase 1 Improvements**														
33	**Herriman Parkway Extension from the terminus of Herriman Parkway at Mustang Trail Way to 6400 West Street (half width along southern portion of right-of-way), including improvement of intersection of 6400 West Street to eastern boundary of Property**								**Milestone Dates**						
34	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
35	Street System Improvements (half width (two lanes and shoulder) on the south) with intersection at 6400 South Street consistent with Transportation Master Plan and Development Standards based upon geotech study, including curb & gutter with inlets and catch basins.		Since this segment of Herriman Parkway does not abut the Property, the City will design and construct all the improvements associated with this segment of Herriman Parkway pursuant to the Development Standards. Initial construction and installation will include a half-width along the south of the right-of-way.		City		City		6 months after Effective Date*		4 months after Effective Date subject to modifications based upon engineering modifications		6 months after Effective Date, subject to weather conditions.		12 months after Effective Date subject to weather conditions.
36	Storm Drain System Improvements consistent with Development Standards and mutually agreed upon plans				City		City		6 months after Effective Date*		4 months after Effective Date subject to modifications based upon engineering modifications		6 months after Effective Date, subject to weather conditions.		12 months after Effective Date subject to weather conditions.
37	Culinary Water System Improvements		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
38	Sewer System Improvements per mutually agreed upon plans to accommodate improvements within Property, including boxes and manholes with lateral lines stubbed to the edge of right-of-way/Property in a location designated by Master Developer during the design and approval process, the size of the lines will provide adequate service and designed pursuant to modeling performed by SVSD.		Sewer line will be extended from existing sewer line at Mustang Trail Way and into the Property.		City		City, so long as SVSD is willing or required to reimburse City for Costs		6 months after Effective Date		4 months after Effective Date and approval of funding by SVSD.		6 months after Effective Date, and approval of funding by SVSD.		14 months after Effective Date.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
39	Secondary Water System Improvements		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
40	Fire suppression water/hydrants per (part of Culinary Water System Improvements) consistent with Development Standards along Herriman Parkway as required.		To the extent required by Development Standards		City		City		6 months after Effective Date		4 months after Effective Date		6 months after Effective Date.		14 months after Effective Date
41	Traffic Signage, Striping and Controls consistent with the MDA, the Transportation Master Plan, and Development Standards		If a traffic signal is not warranted at time to construction, traffic controls and conduits will be installed at time of road construction with poles, mast arms and semaphores installed when warranted.		City		City		6 months after Effective Date		4 months after Effective Date		6 months after Effective Date.		14 months after Effective Date
42	Pre-cast Walls		City will install pre-cast walls along southern boundary of right-of-way adjacent to Heritage Place subdivision.		City		City		6 months after Effective Date		4 months after Effective Date		6 months after Effective Date.		14 months after Effective Date
43	Sidewalks consistent with Development Standards		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
44	Street Light System Improvements consistent with Development Standards; provided, however, if the City modifies the Development Standards to require LED lights, LED lights will be installed in the street lights.		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
45	Irrigation and Landscaping System Improvements consistent with Development Standards		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
46	Electrical Power for Street Light System Improvements		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
47	Natural Gas		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
50	**Phase 1 Improvements**														
51	**Herriman Parkway Extension from 6400 West Street to the first street located within the Property, but no less than 500 feet**								**Milestone Dates**						
52	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
53	Street System Improvements (full width) consistent with Transportation Master Plan and Development Standards based upon geotech study, including curb & gutter with inlets and catch basins with intersections into Property per mutually agreed upon plans.		The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		4 months after Effective Date; provided that the milestone dates will be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
54	Storm Drain System Improvements consistent with Development Standards and mutually agreed upon plans		The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		Same		Same		Same		Same		Same		Same

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
55	Culinary Water System Improvements consistent with Development Standards and mutually agreed upon plans stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		4 months after Effective Date; provided that the milestone dates will be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
56	Sewer System Improvements per mutually agreed upon plans to accommodate improvements within Property, including boxes and manholes with lateral lines stubbed to the edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate service and designed pursuant to modeling performed by SVSD.		In the event the Infrastructure Plans do not specify the size and capacity of the sewer line in light of the density the sewer line is required to service, Master Developer will (a) provide such information to the City prior to design of the sewer line, or (b) reimburse the City for any incremental excess in the cost of material solely related to any unnecessary oversizing of the sewer line based upon the actual size and capacity to service the actual density of the development. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City, so long as SVSD is willing or required to reimburse City for costs		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		4 months after Effective Date; provided that the milestone dates will be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property, and approval of funding by SVSD.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions, and approval of funding by SVSD.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
57	Secondary Water System Improvements consistent with Development Standards as required associated with Irrigation and Landscaping System Improvements associated with park strip for Herriman Parkway; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		To the extent required by Development Standards. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		4 months after Effective Date; provided that the milestone dates will be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
58	Fire suppression water/hydrants per (part of Culinary Water System Improvements) consistent with Development Standards along Herriman Parkway as required, the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		To the extent required by Development Standards. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		4 months after Effective Date; provided that the milestone dates will be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
59	Traffic Signage, Striping and Controls consistent with the MDA, the Transportation Master Plan, and Development Standards		The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 11800 South Street into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		4 months after Effective Date; provided that the milestone dates will be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
60	Additional conduits under road pursuant to mutually agreed upon plans in locations designated by Master Developer during the design and approval process		These are conduits requested by the Master Developer and/or Subdeveloper under any roadways. These do NOT include the conduit installed by the City for the City's purposes.		City		Master Developer and/or Subdeveloper		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		4 months after Effective Date; provided that the milestone dates will be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		6 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		12 months after Effective Date, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
61	Pre-cast Walls along residential development (not along property to be used commercial, institutional, or Open Space) along the northern and southern edge of the right-of-way adjacent to the residential subdivisions.				City		City		6 months after Effective Date		4 months after Effective Date		6 months after Effective Date.		14 months after Effective Date
62	Sidewalks consistent with Development Standards		Sidewalks will only be required for area fronting and/or immediately abutting property being developed. City agrees to issue a building and occupancy permit for a model homes without the requirement of sidewalks being completed.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed		Master Developer and/or Subdeveloper		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
63	Street Light System Improvements consistent with Development Standards; provided, however, if the City modifies the Development Standards to require LED lights, LED lights will be installed in the street lights.		Pursuant to the Development Standards, Master Developer and/or Subdeveloper will pay a street lighting fee and the City will purchase the pole, head, and base and other materials for the street lights.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed		Master Developer and/or Subdeveloper		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
64	Irrigation and Landscaping System Improvements consistent with Development Standards		Irrigation and Landscaping System will only be required for area fronting and/or immediately abutting property being developed by Master Developer/Subdeveloper.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed		Master Developer and/or Subdeveloper		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.
65	Electrical Power stubbed to Property		City agrees that any electrical lines may be located within any public utility easement within park strips adjacent to Herriman Parkway		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
66	Natural Gas stubbed to Property		City agrees that any natural gas line may be located within any public utility easement within park strips adjacent to Herriman Parkway		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
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68															
69	**Phase 1 Improvements**														
70	**6400 West Street from southern entrance to Regional Park to Heritage Hills Drive**								**Milestone Dates**						
71	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
72	Street System Improvements (full width) consistent with this MDA, Infrastructure Plans, and Development Standards based upon geotech study, including curb & gutter with inlets and catch basins with intersections into Property per mutually agreed upon plans		Plans can be modified by Master Developer during the design and approval process. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 6400 West Street into the Property.		City		City		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications		6 months after Effective Date, subject to weather conditions.		12 months after Effective Date subject to weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
73	Storm Drain System Improvements consistent with Development Standards and mutually agreed upon plans		Plans can be modified by Master Developer during the design and approval process. If Salt Lake County requires storm water detention on site, Master Developer will provide land for the detention area in a location selected by Master Developer up gradient from Midas Creek located within the Open Space dedicated by Master Developer. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 6400 West Street into the Property.		City		City		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications		6 months after Effective Date, subject to weather conditions.		12 months after Effective Date subject to weather conditions.
74	Culinary Water System Improvements consistent with Development Standards and mutually agreed upon plans stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 6400 West Street into the Property.		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
75	Sewer System Improvements per mutually agreed upon plans to accommodate improvements within Property, including boxes and manholes with lateral lines stubbed to the edge of right-of-way/Property in locations designated by Master Developer during the design and approval process.		Installed as outlined above		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
76	Secondary Water System Improvements consistent with Development Standards and mutually agreed upon plans with lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Installed as outlined above		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
77	Fire suppression water/hydrants per (part of Culinary Water System Improvements) consistent with Development Standards and mutually agreed upon plans ,including boxes and manholes with lateral lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process.		Installed as outlined above		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
78	Additional conduits under road per mutually agreed upon plans in locations designated by Master Developer during the design and approval process		These are conduits requested by the Master Developer and/or Subdeveloper under any roadways. These do NOT include the conduit installed by the City for the City's purposes. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 6400 West Street into the Property.		City		City		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications		6 months after Effective Date, subject to weather conditions.		12 months after Effective Date subject to weather conditions.
79	Traffic Signage, Striping and Controls consistent with the MDA, the Transportation Master Plan, Development Standards and mutually agreed upon plans		If traffic signal is not warranted at time to construction, traffic controls will be installed at time of road construction with poles, mast arms and semaphores installed when warranted. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 6400 West Street into the Property.		City		City		6 months after Effective Date		4 months after Effective Date subject to modifications based upon engineering modifications		6 months after Effective Date, subject to weather conditions.		12 months after Effective Date subject to weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
80	Pre-cast Walls along residential development (not along property to be used for commercial, institutional, or Open Space) along the eastern edge of the right-of-way and west of the Open Space Buffer that is part of the Regional Open Space to the west adjacent to the residential subdivisions.				City		City		6 months after Effective Date		4 months after Effective Date		6 months after Effective Date.		14 months after Effective Date
81	Sidewalks consistent with Development Standards		Sidewalks will only be required for area fronting and/or immediately abutting property being developed by Master Developer/Subdeveloper (i.e., west side of 6400 West Street). City agrees to issue a building and occupancy permit for a model homes without the requirement of sidewalks being completed.		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
82	Street Light System Improvements consistent with Development Standards; provided, however, if the City modifies the Development Standards to require LED lights, LED lights will be installed in the street lights.		Street Light System will only be required for area fronting and/or immediately abutting property being developed by Master Developer/Subdeveloper (i.e., west side of 6400 West Street). Pursuant to the Development Standards, Master Developer and/or Subdeveloper will pay a street lighting fee and the City will purchase the pole, head, and base and other materials for the street lights.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed		Master Developer and/or Subdeveloper per Development Standards		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
83	Irrigation and Landscaping System Improvements consistent with Development Standards		Irrigation and Landscaping System will only be required for area fronting and/or immediately abutting property being developed by Master Developer/Subdeveloper (i.e., west side of 6400 West Street).		Master Developer and/or Subdeveloper for area fronting/ abutting property being developer		Master Developer and/or Subdeveloper per Development Standards		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
84	Electrical Power stubbed to Property		City agrees that any electrical lines may be located within any public utility easement within park strips adjacent to 6400 West Street		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
85	Natural Gas stubbed to Property		City agrees that any natural gas line may be located within any public utility easement within park strips adjacent to 6400 West Street		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
86															
87															

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
88	**Phase 2 Improvements**														
89	**6400 West Street from 11800 South to southern entrance of Regional Park (i.e., terminus of 6400 West Street consructed as part of the Phase 1 Improvements) (including bridge over Midas Creek) and from Heritage Hills Drive to southern boundary of property (full width, curb to curb)**								**Milestone Dates**						
90	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
91	Street System Improvements (full width) consistent with this MDA, Infrastructure Plans, and Development Standards based upon geotech study, including curb & gutter with inlets and catch basins with intersections into Property per mutually agreed upon plans		Plans can be modified by Master Developer during the design and approval process. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 6400 West Street into the Property.		City		City		6 months after Construction Trigger		3 months after the date that permits for 400 dwelling units have been issued for the Property ("Construction Trigger").		8 months after Construction Trigger subject to weather conditions		15 months after Construction Trigger subject to weather conditions
92	Storm Drain System Improvements consistent with Development Standards and mutually agreed upon plans		Installed as outlined above		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
93	Culinary Water System Improvements consistent with Development Standards and mutually agreed upon plans stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Installed as outlined above		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
94	Sewer System Improvements per mutually agreed upon plans to accommodate improvements within Property, including boxes and manholes with lateral lines stubbed to the edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate service and designed pursuant to modeling performed by SVSD.		Installed as outlined above		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
95	Secondary Water System Improvements consistent with Development Standards and mutually agreed upon plans with lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Installed as outlined above		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
96	Fire suppression water/hydrants per (part of Culinary Water System Improvements) consistent with Development Standards and mutually agreed upon plans along 6400 West including boxes and manholes with lateral lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process.		Installed as outlined above		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable		Not Applicable
97	Additional conduits under road per mutually agreed upon plans in locations designated by Master Developer during the design and approval process		These are conduits requested by the Master Developer and/or Subdeveloper under any roadways. These do NOT include the conduit installed by the City for the City's purposes. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 6400 West Street into the Property.		City		City		6 months after Construction Trigger.		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger").		9 months after Construction Trigger.		15 months after Construction Trigger.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
98	Traffic Signage, Striping and Controls consistent with the MDA, the Transportation Master Plan, Development Standards and Infrastructure Plans		If traffic signal is not warranted at time to construction, traffic controls will be installed at time of road construction with poles, mast arms and semaphores installed when warranted. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. Acquisition of right-of-way to include roadway, park strip, and any easement for utilities. The Acquisition Date, the Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from 6400 West Street into the Property.		City		City		6 months after Construction Trigger.		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger").		9 months after Construction Trigger.		15 months after Construction Trigger.
99	Pre-cast Walls along residential development (not along property to be used for commercial, institutional, or Open Space) along the eastern edge of the right-of-way and west of the Open Space Buffer that is part of the Regional Open Space to the west adjacent to the residential subdivisions.				City		City		6 months after Construction Trigger.		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger").		9 months after Construction Trigger.		15 months after Construction Trigger.
100	Sidewalks consistent with Development Standards		Sidewalks will only be required for area fronting and/or immediately abutting property being developed. City agrees to issue a building and occupancy permit for a model homes without the requirement of sidewalks being completed.		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper, subject to purchase/ reimbursement from City		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
101	Street Light System Improvements consistent with Development Standards; provided, however, if the City modifies the Development Standards to require LED lights, LED lights will be installed in the street lights.		Pursuant to the Development Standards, Master Developer and/or Subdeveloper will pay a street lighting fee and the City will purchase the pole, head, and base and other materials for the street lights.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed.		Master Developer and/or Subdeveloper, subject to purchase/ reimbursement from City.		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
102	Irrigation and Landscaping System Improvements consistent with Development Standards		Irrigation and Landscaping System will only be required for area fronting and/or immediately abutting property being developed by Master Developer/Subdeveloper (west of 6400 West Street).		Master Developer and/or Subdeveloper for area fronting/ abutting property being developer.		Master Developer and/or Subdeveloper, subject to purchase/ reimbursement from City.		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
103	Electrical Power stubbed to Property		City agrees that any electrical lines may be located within any public utility easement within park strips adjacent to 6400 West Street		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
104	Natural Gas stubbed to Property		City agrees that any natural gas line may be located within any public utility easement within park strips adjacent to 6400 West Street		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
105															

	A	B	C	D	E	F	G	H	I	J	K	M	N	O	P
5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
106	**Phase 3 Improvements**														
107	**Herriman Parkway Extension from terminus of Phase I Improvements west of 6400 West Street to western boundary of Property**														
108	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
109	Street System Improvements (full width) consistent with this MDA, Infrastructure Plans, and Development Standards based upon geotech study, including curb & gutter with inlets and catch basins with intersections into Property per mutually agreed upon plans		Plans can be modified by Master Developer during the design and approval process. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way.		3 months after the date that permits for 450 dwelling units have been issued from the Property ("Construction Trigger").		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
110	Storm Drain System Improvements consistent with Development Standards and mutually agreed upon plans		Plans can be modified by Master Developer during the design and approval process. If Salt Lake County requires storm water detention on site, Master Developer will provide land for the detention area in a location selected by Master Developer up gradient from Copper Creek located within the Open Space dedicated by Master Developer. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		3 months after the date that permits for 450 dwelling units have been issued from the Property ("Construction Trigger").		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
111	Culinary Water System Improvements consistent with Development Standards and mutually agreed upon plans stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		3 months after the date that permits for 450 dwelling units have been issued from the Property ("Construction Trigger").		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
112	Sewer System Improvements per mutually agreed upon plans to accommodate improvements within Property, including boxes and manholes with lateral lines stubbed to the edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate service and designed pursuant to modeling performed by the SVSD.		In the event the Infrastructure Plans do not specify the size and capacity of the sewer line in light of the density the sewer line is required to service, Master Developer will (a) provide such information to the City prior to design of the sewer line, or (b) reimburse the City for any incremental excess in the cost of material solely related to any unnecessary oversizing of the sewer line based upon the actual size and capacity to service the actual density of the development. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger"), and approval of funding by SVSD.		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions, and approval of funding by SVSD.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
113	Secondary Water System Improvements consistent with Development Standards and mutually agreed upon plans with lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process; the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger").		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
114	Fire suppression water/hydrants per (part of Culinary Water System Improvements) consistent with Development Standards and mutually agreed upon plans along 11800 South including boxes and manholes with lateral lines stubbed to edge of right-of-way/Property in locations designated by Master Developer during the design and approval process, the size of the lines will provide adequate pressure and flow and designed pursuant to modeling performed by the City.		Plans can be modified by Master Developer during the design and approval process. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger").		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
115	Additional conduits under road per mutually agreed upon plans in locations designated by Master Developer during the design and approval process		These are conduits requested by the Master Developer and/or Subdeveloper under any roadways. These do NOT include the conduit installed by the City for the City's purposes. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger").		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
116	Traffic Signage, Striping and Controls consistent with the MDA, the Transportation Master Plan, Development Standards and mutually agreed upon plans		If traffic signal is not warranted at time to construction, traffic controls will be installed at time of road construction with poles, mast arms and semaphores installed when warranted. The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		Master Developer will convey the portion of the right-of-way located on the Property to City within 30 days after the Effective Date and finalization of design and plans for right-of-way		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger").		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
117	Pre-cast Walls along residential development (not along property to be used commercial, institutional, or Open Space) along the northern and southern edge of the right-of-way adjacent to the residential subdivisions.		The Design Completion Date and the Construction Start Date shall each be extended one day for each day after the date that is 1 month after the Effective Date that Master Developer or a Subdeveloper fails to provide the City with a street plan showing the curb cuts/street stubs and utility stubs from Herriman Parkway into the Property.		City		City		6 months after Effective Date		3 months after the date that permits for 450 dwelling units have been issued for the Property ("Construction Trigger").		4 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.		10 months after Construction Trigger, subject to change orders requested by Master Developer and/or Subdeveloper and weather conditions.
118	Sidewalks consistent with Development Standards		Sidewalks will only be required for area fronting and/or immediately abutting property being developed. City agrees to issue a building and occupancy permit for a model homes without the requirement of sidewalks being completed.		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.

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5	**Improvement**		**Notes**		**Party Responsible for Design and Construction**		**Party Responsible for Cost**		**Acquisition Date/ Process**		**Design Completion Date**		**Construction Start Date**		**Completion Date**
119	Street Light System Improvements consistent with Development Standards; provided, however, if the City modifies the Development Standards to require LED lights, LED lights will be installed in the street lights.		Pursuant to the Development Standards, Master Developer and/or Subdeveloper will pay a street lighting fee and the City will purchase the pole, head, and base and other materials for the street lights.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developed		Master Developer and/or Subdeveloper per Development Standards		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
120	Irrigation and Landscaping System Improvements consistent with Development Standards		Irrigation and Landscaping System will only be required for area fronting and/or immediately abutting property being developed by Master Developer/Subdeveloper.		Master Developer and/or Subdeveloper for area fronting/ abutting property being developer		Same		N/A		Concurrent with design of immediately adjacent property.		Concurrent with improvement of immediately adjacent property.		As required by Development Standards and requirements under the City's Vested Laws, subject to waivers or less stringent requirements issued by the City.
121	Electrical Power stubbed to Property		City agrees that any electrical lines may be located within any public utility easement within park strips adjacent to Herriman Parkway		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A
122	Natural Gas stubbed to Property		City agrees that any natural gas line may be located within any public utility easement within park strips adjacent to Herriman Parkway		Master Developer and/or Subdeveloper		Master Developer and/or Subdeveloper		N/A		Concurrent with Development		Concurrent with Development		N/A

Exhibit "G"

Project Guidelines

Project Guidelines

Creek Ridge Property
Administered by City of Herriman

79 S. Main Street, Suite 500
Salt Lake City, UT 84111

Phone 801-321-8773

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A. Introduction

The following is a summary of the major points describing the project:

1. ***Project area***–The project area is 300.00 acres.

2. ***Project Zoning***–The project is zoned R-2-10 with an approved Preliminary PUD overlay, with the exception of two zoned C-2 commercial pads on the southwest corner of 11800 South & 6400 West and the northwest corner of Herriman Parkway & 6400 West. The total area of these commercial parcels is approximately 7.0 acres.

3. ***Density***–The project is approved with underlying zones of C-2 and of R-2-10 with a PUD overlay. The total allowed residential units for the project (total area less the commercial parcels) shall be 1,990 units. The property is divided in three density zones (Areas A, B & C) and shall be allocated as per the standards identified in Section C.

4. ***Major Streets***–The major and minor arterial streets servicing the property (i.e., 11800 South Street, 6400 West Street, and Herriman Parkway) shall be as per the approved Preliminary PUD as adopted by the City. The interior street network will be determined upon approval of final plat applications.

5. ***Open Space***—The PUD overlay requires a dedication of 20% open space for the total property zoned R-2-10. Based on the projected area of the R-2-10 zone, the project would be required to allocate approximately 58.60 acres of open space. Open space is defined by the Master Development Agreement entered into between the City and the master developer.

6. ***Flexibility***—The Preliminary PUD overlay was developed with the ability to adapt to the changing market, cultural and commercial conditions during the course of the project build-out. While the plan allows a high degree of flexibility in layout and distribution of land uses throughout the site, these project guidelines incorporate additional constraints to limit the location of some land uses. (*See Preliminary PUD approved in the MDA*).

B. Project Guidelines

1. **Design Review Committee**
   Residential land within the property will be subject to a Declaration of Covenants, Conditions and Restrictions (CC&Rs). The CC&Rs establishes a Design Review Committee (DRC), which DRC will make decisions by referring to the design guidelines but shall have the ability to reject any land use, building type or architectural elevations at its own discretion in accordance with the terms and conditions of the CC&Rs. The DRC review of any project application will be the property owner's review prior to application to the City for Final Plat approval. The intent of the DRC is to ensure that the property is developed in a way that meets or exceeds the standards established by the City and to ensure a cohesive and quality development.

2. **Purpose & Intent**
   The purpose of this document is to establish project standards which shall govern the site development, architectural, and landscape concepts for neighborhoods within the property boundaries that are unique to this property. The City will use these standards as the basis for review of each individual application as outlined in Section C. Anything not addressed by the standards in Section C will be subject to the conditions of the Herriman Municipal Code at the time of annexation.

3. **Commercial Properties**
   The commercially zoned properties are outside of the PUD Overlay boundaries and are not subject to the standards of these guidelines, but they will be subject to the provisions of Herriman City Code for the C-2 Zone and subject to the terms of the MDA and the CC&Rs (including DRC review and approval). In the event a rezone application is submitted to Herriman City to enlarge or relocate the commercial properties, the rezoned property will be excluded from these project guidelines but will be subject to the provisions of Herriman City Code for the C-2 Zone and subject to the terms of the MDA and the CC&Rs (including DRC review and approval).

4. **Modification of Design Guidelines**
   The Design Guidelines (as administered by the DRC and property owner) are subject to change when the owner determines such changes are in the best interest of the property. Any change in the Design Guidelines shall be in writing or documented and shall be at the sole discretion of the property owner. The modification of the Design Guidelines by the property owner shall in no way modify the standards set forth in these Project Guidelines in Section C.

5. **Modification of Project Guidelines**
   These Project Guidelines may be revised subject to approval by the land owner and the appropriate governing body including Herriman City Staff and/or the Planning Commission.

C. Building & Site Standards

1. **Scope & Authority**
   Planning Commission shall review all applications for development within the project according to the standards outlined in this section. Any items not addressed in this section shall be reviewed in accordance with the current Herriman City Code at time of annexation of the Property into Herriman City, subject to the terms and conditions of the MDA. Planning Commission shall require a written statement of approval from the Design Review Committee (DRC) stating compliance and approval.

2. **Density Distribution**
   The project is approved with underlying zones of C-2 and R-2-10 with a PUD overlay. The total allowed residential units for the project (total area less the commercial parcels) shall be 1,990 units and shall conform to the following standards:

Area A	Acres	du/ac	Units
Multi-family – Apartment Site 1	15	20	300
Multi-family – Apartment Site 2	15	20	300
Residential	108.65	8	915
Maximum Total Units			1,515

Area B	Acres	du/ac	Units
Single-family Residential	71.12	7	520

Area C	Acres	du/ac	Units
Single-family Residential	38.23	3	117

In the event that either apartment project allowed in Area A is not built, the total number of units allocated shall be transferred to the Residential component of Area A. In addition, if other non-residential land uses are incorporated into the plan (i.e. churches, schools, etc.), the corresponding amount of density within the respective Development Area of the plan shall be reduced as per the allocated density of that Area.

3. **Lot Widths & Setbacks**

Minimum lot widths and setbacks shall be as follows (unless otherwise approved by the Planning Commission):

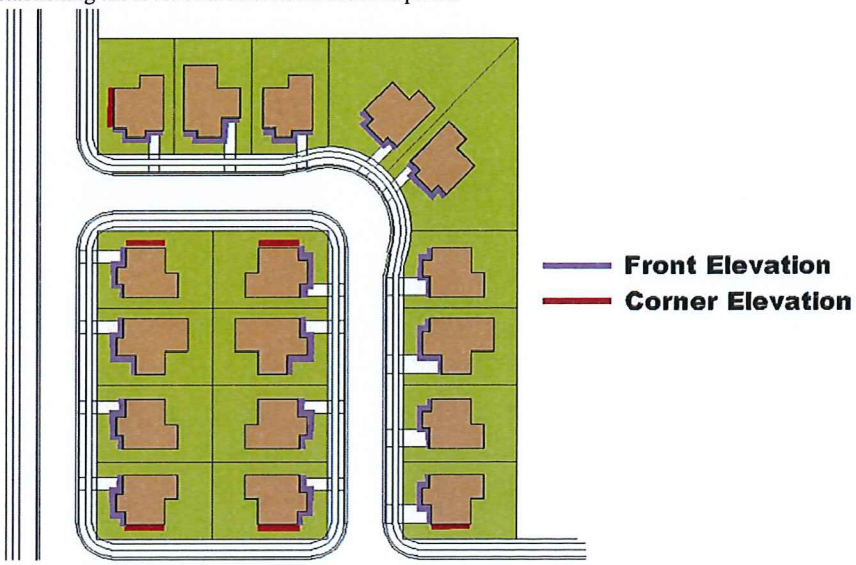
Dwelling type	*Front-yard Setback*	*Rear-yard Setback*	*Side-yard Setback*	*Lot Frontage*
Single-family detached	10' for living area 20' from face of garage to property line	15' Minimum	5' Minimum (Minimum 10' between adjacent homes)	35' Minimum
Multi-family	20' Minimum	10' Minimum	10' Minimum	n/a

a. *Accessory Building Setback Standard*—Accessory buildings (detached garages, workshops, sheds, etc.) shall be a minimum of 5' setback from all property lines and shall not impose hardship on a neighboring property (eg. storm water runoff from roof overhangs).

4. **Lot Character**
   a. ***Staggered front yard setbacks*** – A variable front yard setback should be encouraged within each block.

   b. ***Variable lot width*** – Providing variable lot widths within an individual product line is encouraged

   c. ***Façade zones*** — Front and corner lot elevations (or façades) and, in some situations rear elevations, that are visible from public areas are important to community character. It is imperative for these façades to be articulated to improve the street scene and aesthetics of the neighborhood. Façade zones will be identified as applicable front elevations, corner lots, and/or visible edges in establishing the level of architectural detail required.



5. **Building Heights**

Building height restrictions shall be as follows (unless otherwise approved by the Planning Commission):

Dwelling type	*Story Height*	*Maximum Stories*	*Height Measurement*
Single-family detached	12'	3	Maximum height measured to top of ceiling plate of top story
Accessory Building	10'	1	
Multi-family	12'	3	

Building height is measured in stories for each above-ground level according to the following:

a. Stories are measured from finished floor to finished ceiling.
b. Unfinished attics do not count towards building height. Finished attics count toward ½-story.
c. Raised basements greater than 3 feet above grade at the principal frontage are counted as a story.
d. Walk-out basements are not counted as a story, provided the front elevation does not expose more than 3' of the basement story.

6. **Exterior Building Materials**

Building materials for single-family and multi-family developments shall conform, at a minimum, to Herriman City Design Standards for medium and high-density projects and shall meet all conditions of the Design Review Committee. Applicants will be required to submit to Herriman City all architectural elevations required by City standards, as well as architectural style cut sheet(s), building type cut sheet(s), open space cut sheet(s), and architectural color & materials map(s). (See appendices for examples.)

7. **Parking**

Parking requirements shall be as follows (unless otherwise approved by the Planning Commission):

Dwelling type	*Parking Required/unit*	*Guest Parking Spaces*	*Notes*
Single-family detached and town homes	2 sp/unit	0	Tandem parking to meet required parking is allowed behind garage spaces provided the space does not encroach into sidewalks or public rights-of-way
Town homes that are alley loaded	2.5 sp/unit	0.5 per unit	Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes substantiated by a parking analysis
Town homes that are not alley loaded	2 sp/unit	0.5	Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes substantiated by a parking analysis
Multi-family Apartments	1.75 sp/unit	0.125 per units	Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes substantiated by a parking analysis

8. **Landscape & Plant Materials**

Plant Materials shall be consistent with the Herriman City Approved Tree and Shrub List (§4.17.03 Herriman Development Standards) or the Tree and Plant Palette provided in the Design Guidelines (section D2e). Applicants will be required to submit landscape plans for review for each individual site within the project boundary. Special care will be taken in reviewing the landscape for areas visible from public rights-of-way within any front or side setback.

Front and side yards, visible from the street, shall be installed prior to occupancy per Herriman City Ordinance 9-4-3. Rear yards that are visible from the street shall be maintained so vegetation is not unruly.

9. **Street Layouts**

Major street and street connections shall be consistent with the terms and conditions of the MDA and the infrastructure plans and mutually agreed upon by Herriman City and the master developer. Widths of streets shall be consistent with these Project Guidelines and consistent with the appropriate street classifications as identified in traffic studies and the Master Transportation Plan adopted by Herriman City. The design of interior streets should consider allowing the creation and use of non-conventional street standards.

10. **Roadway design**

a. **Road Cross-sections**

Typical road cross-sections shall be modified as shown below. Additional width of park strips may be counted as open space toward the required open space amount.

b. **Engineering cross-section** (asphalt profile)
Road profile cross-section (i.e. thickness of asphalt profile and depth of gravel base) shall be determined based on the recommendation of a geotechnical engineer and location-specific conditions & criteria.

11. **Open Space**

a. ***Publicly Accessible Open Space*** – Individual Builders or Developers within the project will be required to accommodate the need for additional open space within individual projects (beyond that dedicated as part of the roughly 45 acre main park and as required by the PUD ordinance to dedicate or grant access to 20% of the total PUD property). Such open space may be incorporated into other functions pursuant to the terms of the MDA.

b. ***Public Trails***— Individual Builders or Developers within the project will be required to accommodate a trail system. Trails will be required to connect to any existing adjacent trails. Trails may be relocated through or around proposed projects provided they allow for a continuous trail system.

D. Appendices

Example(s) of Architectural Cut Sheets

NOTE: The following cut sheets are examples of the type of cut sheets that will be developed by the builder/developer and will be submitted to the DRC & the Herriman Planning Commission for review and approval. These cut sheets are not intended to be proposals for architectural product or styles for the Creek Ridge Project, but rather an example of what the planning commission and DRC will expect to see from developers.

Appendix A

Example(s) of Architectural Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)

American Foursquare

Identifying Characteristics

- Simple box shape
- 2 ½ stories high
- Large central dormer
- Full width one-story porch with square columns and wide stairs

Building Form

- Symmetrical building form
- Two-story rectangular massing

Roofs

- Hipped or pyramid roof line
- Deep overhanging eaves
- Front single dormer
- Roof pitch - 3:12 to 6:12
- Roof overhang
    - Eaves – 18 inches

Elevations

- ***Front elevations***: Stucco, fiber-cement siding, smart board siding, shingle, stone, and/or brick. May have different siding materials on the upper and lower walls.
- ***Side elevations***: Front elevation materials must wrap the corner of the house a minimum of 18 inches, or a change of materials must occur at an inside corner. When in public view additional detailing is required to occur.
- ***Rear elevations***: Must have detailing consistent with the architectural style. When in public view additional detailing is required to occur such as stepping of elevations, massing variation and varied patio elements.

Windows

- One-over-one
- Multi-over-one
- Rectangular tops

Entries

- Full width one-story porch with square columns and wide stairs

Doors

- Single door
- Large pane glazing
- Rectangular

Detail Elements

- Brick pedestals
- Gable dormer
- Exposed rafter tails

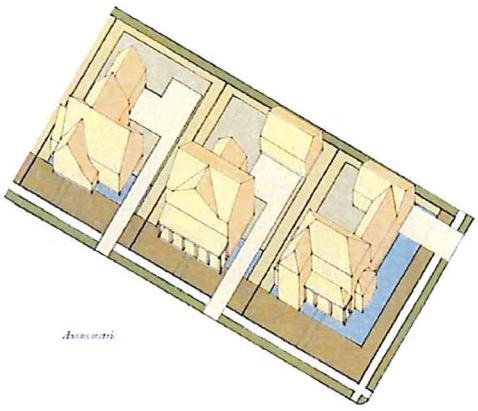
Colors / Materials

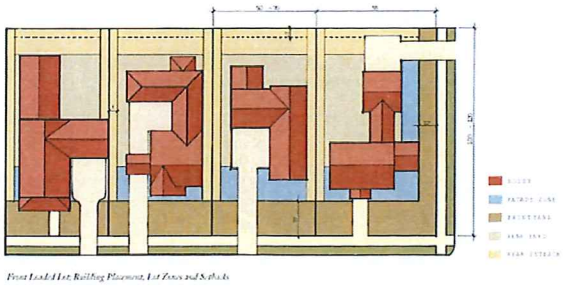
- Natural earth tone
- Darker rich tone
- Classic architectural palette
- Stucco
- Fiber cement siding
- Shingle
- Brick
- Stone

Appendix B

Example(s) of Building Type Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)





LOT SIZE (APPROXIMATE)

- Interior lots: 50-70 feet by 100–120 feet
- Corner lots: 55 feet by 100–120 feet
- Maximum 40% lot coverage

MINIMUM HOUSE SETBACKS

- Front Yard: 15 feet to the house; 18 feet behind front facade to street-facing engaged garage, 0 feet if garage doors face side yard
- Side Street: 15 feet to the house; 20 feet to the garage
- Side Yard: 5 feet to the house and garage
- Rear Yard: 20 feet to the house; 5 feet to the garage

ENCROACHMENTS INTO SETBACKS

- Porches 5 feet into front yard and side street setbacks only
- Balconies 5 feet into front yard and side street setbacks only
- Bay windows 2 feet
- Fireplace/Media Center 2 feet (10 feet maximum width)
- Patio 2 feet

GARAGE TYPES

- Semi-attached, side street drive (located at rear setback line)
- Engaged garage
- Detached, side yard drive (located at rear setback line)

LIVING AREA

- 1,500 to 2,400 square feet
- Maximum single-story footprint is 1,600 square feet

Appendix C

Example(s) of Architectural Color & Material Map

(To be submitted to DRC & Planning Commission by builder/developer)

Diagrammatic representation of color locations for building elements

Application of color palate on proposed home

Potential Color / Building Material Palettes

Appendix D

Example(s) of Open Space Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)

Community Park

Description
The focus of this park classification is on meeting community based recreational needs, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible at the neighborhood level. They should be developed for both active and passive recreation activities and serve two or more neighborhoods.

Size
10 to 20 acres

Service
1/2 to 2 mile radius

Examples
Scera Park - Orem, Utah

Pocket Park

Description
Small and frequent, generally with passive recreation that ensures walkable green space access for everyone. May contain specialized facilities that serve a concentrated or limited population or group such as tots, pets, or senior citizens.

Size
2,500 SF to 1.0 Acre

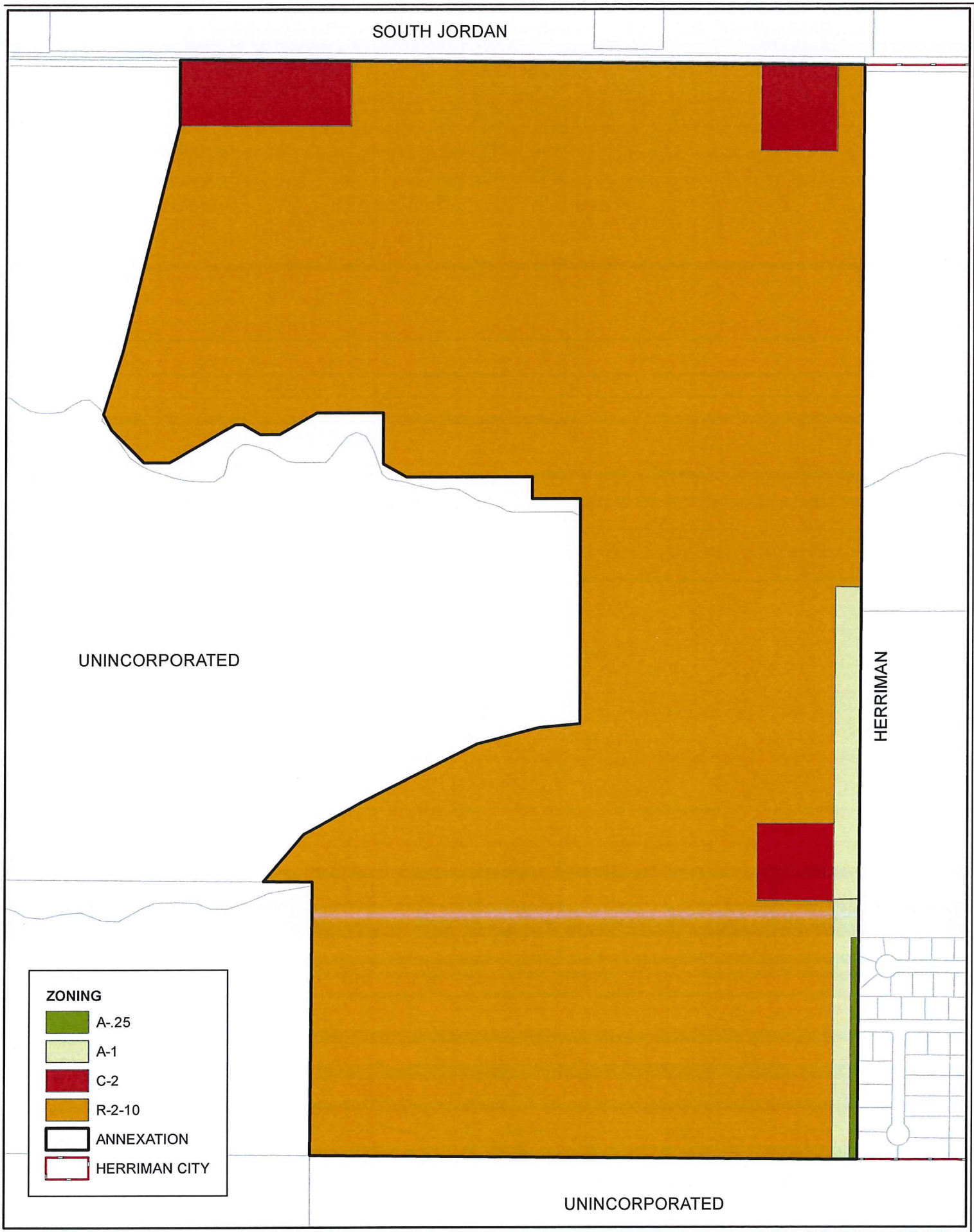
Service
1/4 mile radius

Examples
Davis Park - Salt Lake City, Utah

Exhibit "H"

Zoning Map

[No portion of the Property will be zoned as Open Space or Agricultural. Portions of the property that are not zoned C-2 shall be zoned R-2-10. Areas within the R-2-10 zone classification that are set aside for open space will be designated on the final PUD approval. If there are areas within the area that are planned for lower density, those areas will also be designated on the final PUD approval.]



MIDAS CREEK # 1 ANNEXATION

HERRIMAN CITY

0 125 250 500 Feet

Path: Q:\GIS\Maps\Development\2014\NorthHerriman\SLR ZoningAnnexZoning.mxd 4/28/2014

Exhibit "I"

Fee Schedule

Impact Fees

Any and all impact fees of any kind, including, but not limited to the following: Park Impact Fee, Traffic Impact Fee, Water Impact Fee, Water Right Impact Fee, Storm Drainage Impact Fee, may individually change, but shall not exceed the following total amount in the aggregate for any single dwelling unit:

	Single Family	Multi-family
Park Impact Fee	$ 2,205.17	$ 2,077.09
Fire Impact Fee (paid to UFA)*		
Traffic Impact Fee	$ 1,200.00	$ 1,000.00
Water Impact Fee	$ 2,869.00	$ 1,434.00
Water Right Impact Fee	$ 1,100.00	$ 1,100.00
Storm Drainage Impact Fee**	$ 550.00	$ 550.00
JVWCD Water Impact Fee*		
Sanitary Sewer Impact Fee*		
Total	$ 7,924.17	$ 6,161.06

*The water, fire and sanitary sewer impact fees are not subject to the aggregate cap set forth above and will be paid directly to the Unified Fire Authority, JVWCD, and to SVSD, respectively.

**The Storm Drainage Impact Fee is assessed at the rate of $3,106.57per acre. The single family/multi-family amount listed above is for convenience purposes and does not reflect the actual fee that will be assessed.

PUD Application Fee

Other than the initial fee, any additional fees payable related to the PUD shall be paid upon submittal by Subdeveloper for final PUD approval, which fees shall only be based upon the number of units contained in the proposed final PUD approval, and which shall not exceed Thirty Dollars ($30.00) per unit..

Subdivision Application Fee

The Subdivision Application Fee shall be $30.00 per lot.

Building Permit Fees

Any and all fees charged for any building permits related to single family residential construction within the Project shall not exceed the following total amounts (based on the City's valuation methodology set forth in Herriman Ordinance 14-17 , An Ordinance of Herriman Amending and Restating in its Entirety Building Permit Fees existing as of the date of this MDA) in the aggregate for any single dwelling unit. Based upon the City's Building Permit Estimate, following are examples of the calculation of Building Permit Fees based upon the following single family home valuations:

Building Permit Fee (incl. Plan review)

Single Family Valuation	Building Permit Fees
$150,000.00	$4,427.95
$175,000.00	$4,863.70
$200,000.00	$5,299.45
$215,000.00	$5,560.90
$220,000.00	$5,648.05
$225,000.00	$5,735.20
$230,000.00	$5,822.35
$250,000.00	$6,170.95
$275,000.00	$6,606.70
$300,000.00	$7,042.45
$350,000.00	$7,913.95
$400,000.00	$8,785.45

The Multi-Family Building Permit Fees shall be consistent with Ordinance 14-17, effective January 1, 2014.

Engineering Review Fee

The Engineering Review Fee shall be the greater of $3,000.00 or 3.17% of the cost of the public improvement.

Water Connection Fee

The Water Connection Fee for a single family unit shall not exceed $300.00 for each dwelling unit, which fee is based upon a standard ¾ inch pipe. If the pipe is larger than ¾ inch, then the Water Connection Fee will be greater based upon the diameter of the pipe. The Water Connection Fee for any multi-family, commercial, or institutional use will be based upon the diameter of the pipe and the size of the meter.

City will use good faith and diligent efforts to reach an agreement with JVWCD that JVWCD will waive the impact fee as it pertains to the Property and the development thereof as part of the annexation process.

The fees set forth herein shall be in effect for a period of eight (8) years from and after the date of the MDA. Thereafter the fees may increase to the standard fees charged by the City; provided that any increase in the fees shall be non-cumulative and shall not exceed three percent (3%) in any twelve month period. As such, at the beginning of the ninth (9th) year, the fees may increase by three percent (3%) and three percent (3%) per annum thereafter until the fees equal the standard fees charged by the City. Notwithstanding the above or anything in this MDA, Master Developer and/or a Subdeveloper shall have the right to conduct an impact fee study analysis in accordance with Section 5.2.1.7 of this MDA.

In addition, Master Developer and/or a Subdeveloper may elect to install, and/or pay the cost of, any improvements for which an impact fee is charged, such as the storm drainage improvements located within a development. In the event Master Developer and/or a Subdeveloper installs such improvements, they will be entitled to receive reimbursement of the cost of such improvements from the City pursuant to a Reimbursement Agreement.

Incidental Fees

Developer and Subdevelopers shall be responsible for other uniformly assessed incidental fees charged to similarly situated parties city-wide.

Exhibit "J"

Form Reimbursement Agreement

Reimbursement Agreement

This Reimbursement Agreement ("Agreement") is made this __ day of _____, 20__, by and between **Herriman**, a Utah municipality ("City"), and _____, a _____ ("Developer") (collectively, the "Parties").

RECITALS:

Developer developed a subdivision known as _____ that is located at approximately _____.

As part of such development, Developer installed or caused to be installed approximately _____ ("_____ Improvements").

Developer has dedicated or intends to dedicate the _____ Improvements and appurtenant real property ("Real Property") to the City as provided herein (the _____ Improvements is collectively referred to as "Improvements.") .

The locations of Improvements are illustrated on exhibit "A."

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Real Property**. The Developer hereby represents and warrants to the City that it is the owner of the Real Property upon which the Improvements are located, and unless already conveyed to the City, the Developer agrees to grant an easement and/or fee title, as the case may be, free and clear of all liens and encumbrances to the City.

Section 2. **Improvements**. The Developer hereby represents and warrants to the City that it is the owner of the Improvements and that upon competition, the Developer shall convey the Improvements to the City by executing and delivering to the City a bills of sale warranting title to the Improvements that they are free and clear of all liens and encumbrances. Other than the warranty contained in Section 4 below, Developer does not make any other representations or warranties to the City.

Section 3. **Condition of Improvements**. Developer has caused the installation and construction of the Improvements (the "Work") to be completed at Developer's sole cost and expense by qualified licensed contractors. Prior to City's acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory to the City that all labor, materials,

equipment, rental, and other costs incurred in performing the Work have been paid in full and that the City will receive the Improvements free and clear of all liens and encumbrances, and any claims that may ripen into a lien.

Section 4. **Indemnification and Warranty**. [To the fullest extent allowed by law, Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to Developer's acts or omissions in connection with the design, fabrication, construction, installation, operation, maintenance, or testing of the Improvements for a period of one (1) year after acceptance of the Improvements by the City. If any claim is made against the City to which the City's claims right of indemnification from Developer, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement]*. In addition, Developer warrants and certifies to the City that the Improvements are free and clear of any defects related to the design, construction, and installation of the Improvements, and that the Improvements conform to approved City specifications and applicable construction codes and local laws and ordinances regarding the construction of the Improvements. The warranty set forth in this section shall be in effect for one year from the date on which the City accepts conveyance of the Improvements.

*This language will not be included in any Reimbursement Agreement entered into by Suburban Land Reserve, Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints and any of their affiliated or related entities.

Section 5. **Reimbursement**. The Improvements are system improvements as that term is defined by the City and Utah Code Ann. § 11-36a-101, et seq. and are subject to reimbursement. Subject to the limitations described below, the City shall reimburse Developer for the Improvements in an amount not to exceed $_____. Payment of such amounts shall be subject to and made as follows:

(a) Improvements. As full and complete reimbursement for the _____ Improvements, the City will pay to the Developer one hundred percent (100%) of the _____ impact fees generated and collected from within the area identified in exhibit "C." Prior to such amounts being paid to Developer, the Developer shall submit substantiation that is acceptable to the City of such amounts. After such amounts have been substantiated, all amounts so collected shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees or substantiation, whichever is later, were received by the City.

Section 6. **Offset Rights**. Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may set off against any

payments otherwise due and owing to Developer under Section 6 of this Agreement any amount the City may have expended to complete the Improvements or any amounts that City may be entitled pursuant to under the indemnification and warranty contained in Section 4 of this Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of City's remedies pursuant to Section 4 of this Agreement.

Section 7. **Impact Fees**. The Developer acknowledges and agrees that development of the _____ was subject to certain impact fees imposed by the City. Developer acknowledges and agrees and as an essential element of consideration for this Agreement, that the impact fees imposed on the Developer by the City meet all requirements of law including but not limited to Utah Code Ann §11-36a-101 *et seq.*, is valid and binding, and does not violate any constitutional provisions; provided, however, if such impact fees are actually paid to the City and not refunded to the payor, such impact fees will be used to reimburse Developer.

Section 8. **Miscellaneous Provisions**.

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. This Agreement shall be

interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the "drafter" of this Agreement.

(i) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Developer may not assign its rights, or delegate its duties, hereunder without City's prior written consent.

(m) Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

HERRIMAN

By_____
Carmen Freeman, Mayor
Dated: _____

ATTEST:

_____
_____, City Recorder

DEVELOPER

_____

By

_____

Its:

_____

Dated:

_____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Carmen Freeman and _____, as the Mayor and City Recorder, respectively, of Herriman, a Utah municipality.

_____

Notary Public
Residing at:
_____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as the _____ of _____.

_____

Notary Public
Residing at:
_____

EXHIBIT "K"

General Review Process

APPROVAL PROCEDURE FLOW CHART

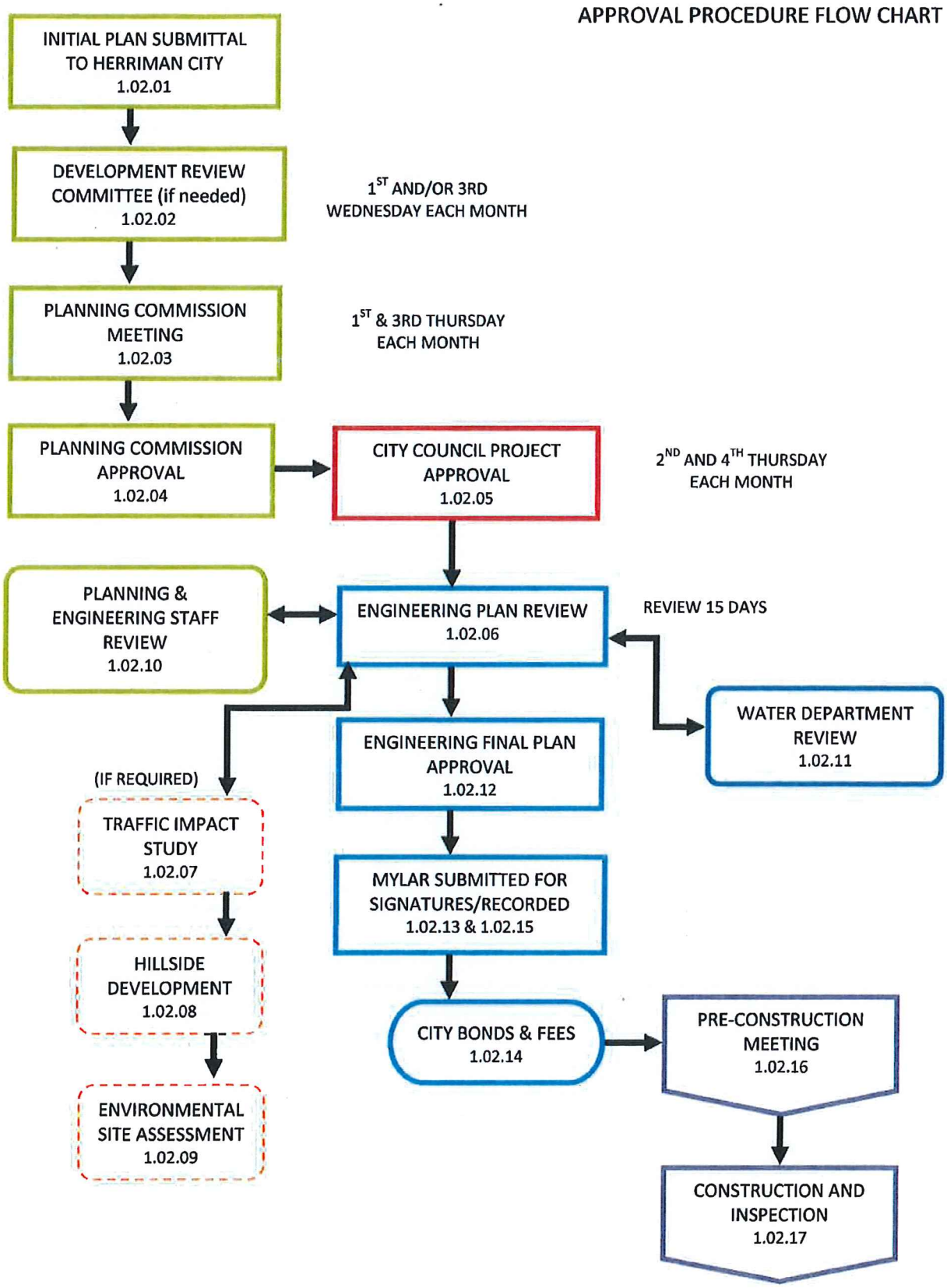


EXHIBIT "L"

CC&Rs

WHEN RECORDED, PLEASE MAIL TO:

Kirton McConkie
c/o Loyal C. Hulme
1800 World Trade Center at City Creek
60 East South Temple
Salt Lake City, Utah 84111

DECLARATIONOF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEK RIDGE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEK RIDGE (this "***Declaration***") is made and executed this _____ day of _____, 2014, by Suburban Land Reserve, Inc., a Utah corporation ("***Declarant***").

RECITALS

A. Declarant is the owner of certain real property in Salt Lake County, Utah, more particularly described on Exhibit A attached hereto (the "***Property***").

B. Declarant intends to sell tracts of portions of the Property that in turn will be subdivided into residential lots (individually, a "***Lot***") and primarily developed as single family homes, townhomes, or apartments, and associated amenities and improvements.

C. Declarant desires to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Property so that the various tracts and residential developments located on the Property will be developed in a consistent and harmonious manner.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. DESIGN REVIEW COMMITTEE

1.1. Purpose. In order to create, maintain and improve the Property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote

the value of the Property, all exterior design, landscaping and changes or alterations to existing use, landscaping and exterior design and development shall be subject to design review by the Design Review Committee (the "***Committee***").

1.2. Creation. The initial Committee will consist of three members to be appointed by Declarant in its sole discretion. The majority of the Committee shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee. In the event of death or resignation of any of the members, the Declarant shall have full authority to appoint another person to fill the said vacancy. If the Declarant has vacated its right to appoint the members of the Committee, the surviving members of the Committee shall appoint the vacant office on the Committee.

In the event of violation of any of the provisions of this Declaration, the Declarant and/or the Committee is authorized and empowered to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the owner of any Lot or other parcel of real property located within the Property (an "***Owner***") who is in violation of this Declaration.

1.3. Powers. The Committee is hereby authorized to perform (or to retain the services of one or more consulting architects, landscape architects, or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration to carry out the provisions set forth therein.

2. COVENANTS, CONDITIONS AND RESTRICTIONS

2.1. Land Use and Building Type. No Lot shall be used except for a residential purpose, except as otherwise permitted by the Committee and permitted by applicable law.

2.2. Design Review. To maintain a degree of protection to the investment which Owners within the Property may make, improvements within the Property shall comply with the Design Guidelines, attached hereto and incorporated herein as Exhibit B. The Committee may modify the Design Guidelines at any time. The Design Guidelines and the terms and conditions of this Declaration represent private covenants for the benefit of the Declarant and are in addition to and not in lieu of ay requirements of any applicable laws. Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. Except as approved by the Committee, no landscaping, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee.

No construction of residential dwellings or landscaping may commence without approval by the Committee of the working drawings.

(a) Plot Plans to scale showing the entire site, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts and elevations of floors from a designated point on the street.

(b) Detailed floor plans showing dimensions and measurements.

(c) Detailed elevations, indicating all materials and showing existing and finished grades.

(d) Color and material samples for all exterior surfaces.

(e) Detailed sections, cross and longitudinal.

(f) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

2.3. Construction Quality, Size, and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. and consistency with the Design Guidelines. All Owners shall strictly comply with all state laws and city ordinances. Approval by the Committee does not replace any required approval by Herriman City and the necessity of obtaining any required building permit. Each Owner shall obtain any and all required approvals and building permits from Herriman City.

2.4. Construction Time. The Committee shall have final control for approval of all color and material plans. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any residential structure shall not exceed 12 months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 12-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Property.

2.5. Building Location and Setback. Structures shall comply with the setback requirements set forth in the Design Guidelines and applicable law.

2.6. Landscaping. Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas must be designed in accordance with the Design Guidelines and approved by the Committee (unless otherwise agreed to by the Committee). Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. Unless otherwise agreed to by the Committee, no plantings or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling shall have installed surrounding it an outdoor irrigation/sprinkler system for fire protection and irrigation.

Landscaping may include a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 25% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the Owner and approved by the Committee prior to commencement of landscaping.

(a) Deadline for Completion of Landscaping. The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one (1) year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

(b) Revegetation of Slopes. Where any slope on any Lot has a slope of 30% or greater, the Owner thereof shall be required to immediately revegetate said slope and present a revegetation plan to the Committee for review and approval.

2.7. Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

2.8. Accessory Structures. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration. All pools must be fenced in strict compliance with local ordinances and with the prior written approval of the Committee as to fence design and material.

Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot and must be approved as to its permissibility, design and location by the Committee.

2.9. Nuisances, Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit there from, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Committee.

In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

No articles, material, equipment, or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets within the Property for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited.

The use or operation of snowmobiles on streets within the Property is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the Owners shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

The Committee, in its sole discretion, shall have the right to determine the existence of any nuisance.

2.10. Signs. Except as provided in this Section 2.10, no signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent. Notwithstanding the foregoing, signs used by a builder or developer may be up to 160 square feet in size and may be displayed to advertise the improvement or Lots during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited.

2.11. Animals. No native wildlife shall not be fed or hunted within the Property. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that domestic dogs (a maximum of two), cats, and other household pets may be permitted as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Committee and are not a nuisance or kept, bred, or maintained for any commercial purposes. No dog shall be allowed to roam unattended within the Property. The manner and location of all dog runs or kennels must be approved by the Committee. No farm animals are permitted.

2.12. Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 2.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

2.13. Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Committee, which approval must be evidenced on the Plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

2.14. Fuel Storage. No tank for storage of fuel may be maintained above the surface of the ground without the prior written consent of the Committee.

2.15. Building Material Storage. No building material of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line.

2.16. Easements. Easements for installation of and maintenance of utilities, drainage facilities, and water lines are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change the direction of flow of drainage channels in the area or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

2.17. Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks. Gravel areas are not permitted.

2.18. Solar Equipment. Solar panels are to be integrated into roof design. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Committee.

2.19. Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts must be approved by the Committee and shall be located to avoid impacting adjacent properties with light or sound. No pools, spas or game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

2.20. Fences and Walls. Fencing and walls shall be stucco, wood, brick, masonry, stone, vinyl, or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. Fences, walls, or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials (other than pre-construction natural vegetation) shall be maintained within: (i) a required front yard; (ii) any portion of a rear yard which is highly visible from any street or non-adjoining Lot because of the elevation or slope of

the portion of the rear yard concerned unless specifically permitted by the Committee; and (iii) any portion of the Lot having a slope greater than 30%.

2.21. Parking and Storage. No major mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 72 hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily (longer than 48 hours) or permanently shall be constructed within the front yard set back requirements of a given Lot.

2.22. Water Discharge. It shall be unlawful for any person owning, occupying, or having control of any Lot to suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under the control of such person, to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot. This is intended to require that the Owner maintains water on his property.

2.23. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, a developer, or their duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Property.

3. AMENDMENTS

3.1. Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of thirty (30) years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless terminated by the Declarant. If this Declaration is terminated, the Committee shall cause to be recorded in the Salt Lake County records a "Certificate of Termination," duly signed by a member of the Committee and acknowledged before a Notary Public. Thereupon the covenants herein contained shall have no further force and effect, and the Committee shall be dissolved pursuant to the terms set forth in its articles.

3.2. Amendments. Declarant can modify the Declaration to accommodate any public use, school use, park use, church use, or street or easement use. In addition, this Declaration may be amended by the mutual agreement of the Committee and the Declarant by recording in the office of the Utah County Recorder a "Certificate of Amendment," duly signed by all members of the Committee and acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted.

4. MISCELLANEOUS

4.1. Interpretation of the Covenants. Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefitted or bound by the covenants and provisions hereof.

4.2. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

4.3. Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the issue of Queen Elizabeth II of England, and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 3.1 hereof.

4.4. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Committee shall have the right to adopt rules and regulations with respect to all other aspects of the Committee's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

4.5. General Reservations. Declarant reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

4.6. Assignment. Declarant may assign its rights and interests in this Declaration to any entity or group of entities. If Declarant assigns its rights and interest to more than one assignee, all the assignees must mutually agree upon any action taken by them.

4.7. Run with the Land. Declarant for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration this _____ day of _____, 2014.

SUBURBAN LAND RESERVE, INC.,
a Utah corporation,

By:_____
Name (Print): _____

Its: _____

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

On the _____ day of _____, 2014, personally appeared before me _____, who, being by me duly sworn, did say that he is the _____ of _____, a _____, and that the within and foregoing instrument was signed in behalf of the Company by authority of its Operating Agreement, and that the Company executed the same.

[SEAL]

_____
Notary Public

EXHIBIT A

Description of the Property

LEGAL DESCRIPTION
PREPARED FOR
SUBURBAN LAND RESERVE
SALT LAKE COUNTY, UTAH
(September 9, 2011)

300 ACRE PARCEL

A portion of Section 27, Township 3 South, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located S0°15'06"W along the section line 33.00 feet from the Northeast Corner of Section 27, Township 3 South, Range 2 West, Salt Lake Base & Meridian; thence S0°15'06"W along said section line 2493.17 feet; thence along that real property recorded at Entry No. 8110216:2002 in the office of the Salt Lake County Recorder the following three (3) courses: N89°31'10"W 120.00 feet; thence S0°15'06"W 120.00 feet; thence S0°15'15"W 2649.90 feet to a point on the south line of Section 27 with said point being N89°30'19"W along the section line 120.00 feet from the Southeast Corner of Section 27; thence N89°30'19"W along the section line 2544.14 feet to the South Quarter Corner of Section 27; thence N0°28'08"E along the center section line 1324.81 feet; thence N89°31'13"W along the north line of the south half of the Southwest Quarter of Section 27 238.48 feet; thence N40°40'58"E 299.39 feet; thence N61°18'00"E 314.12 feet; thence N63°11'03"E 636.04 feet; thence N75°28'26"E 311.68 feet; N84°42'17"E 199.43 feet; thence North 1090.24 feet; thence West 234.19 feet; thence North 104.76 feet; thence West 611.03 feet; thence N60°00'00"W 130.14 feet; thence North 246.82 feet; thence West 324.35 feet; thence S60°00'00"W 207.64 feet; thence West 97.31 feet; thence N60°00'00"W 94.02 feet; thence West 39.59 feet; thence S60°00'00"W 367.50 feet; thence West 122.60 feet; thence N45°00'00"W 291.25 feet; thence N17°19'10"E 345.48 feet; thence N13°53'34"E 1127.69 feet; thence East 833.37 feet; thence North 277.03 feet to a point on the south right-of-way line of 11800 South Street; thence S89°29'48"E parallel to and 33.00 feet south the north line section 27 2496.61 feet to the point of beginning.

Contains: ±300.00 Acres

Ck by JJB 13 September 2011

EXHIBIT B

Design Guidelines

EXHIBIT "M"

Design Guidelines

Design Guidelines

Creek Ridge Property

Administered by Design Review Committee

79 S. Main Street, Suite 500
Salt Lake City, UT 84111

Phone 801-321-8773

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A. Introduction

The following is a summary of the major points describing the project:

1. ***Project area***–The project area is 300.00 acres.

2. ***Project Zoning***–The project is zoned R-2-10 with an approved Preliminary PUD overlay, with the exception of two zoned C-2 commercial pads on the southwest corner of 11800 South & 6400 West and the northwest corner of Herriman Parkway & 6400 West. The total area of these commercial parcels is approximately 7.0 acres.

3. ***Density***–The project is approved with underlying zones of C-2 and of R-2-10 with a PUD overlay. The total allowed residential units for the project (total area less the commercial parcels) shall be 1,990 units. The property is divided in three density zones (Areas A, B & C) and shall be allocated as per the standards identified in Section C.

4. ***Major Streets***–The major and minor arterial streets servicing the property (i.e., 11800 South Street, 6400 West Street, and Herriman Parkway) shall be as per the approved Preliminary PUD as adopted by the City. The interior street network will be determined upon approval of final plat applications.

5. ***Open Space***—The PUD overlay requires a dedication of 20% open space for the total property zoned R-2-10. Based on the projected area of the R-2-10 zone, the project would be required to allocate approximately 58.60 acres of open space. Open space is defined by the Master Development Agreement entered into between the City and the master developer.

6. ***Flexibility***—The Preliminary PUD overlay was developed with the ability to adapt to the changing market, cultural and commercial conditions during the course of the project build-out. While the plan allows a high degree of flexibility in layout and distribution of land uses throughout the site, these project guidelines incorporate additional constraints to limit the location of some land uses. (*See Preliminary PUD approved in the MDA*).

B. Project Guidelines

1. **Design Review Committee**
   Residential land within the property will be subject to a Declaration of Covenants, Conditions and Restrictions (CC&Rs). The CC&Rs establishes a Design Review Committee (DRC), which DRC will make decisions by referring to these guidelines but shall have the ability to reject any land use, building type or architectural elevations at its own discretion in accordance with the terms and conditions of the CC&Rs.

2. **Purpose & Intent**
   The purpose of this document is to establish design criteria which shall govern the site development, architectural, and landscape concepts for neighborhoods within the property boundaries. The DRC will use the guidelines and other unspecified criteria as the basis for review of each individual application. These guidelines aim to ensure consistency in the application of the community's design standards. While certain design features and principles are mandated, these project guidelines are intended to promote, encourage and suggest design ideas rather than require a specific solution.

3. **Review Schedule & Approval**
   The DRC will take action on design review submittals in accordance with the process set forth in the CC&Rs.

4. **Compliance with Guidelines**
   Applicants should consult the DRC, regarding any revisions/changes to the governing project guidelines, prior to commencement of any design work. Any review, study and/or approval by the DRC shall not constitute an approval, ratification or endorsement of any life-safety aspects of the improvements, the quality or architectural or engineering soundness of the proposed plan or improvements, marketability of plans and designs, nor the suitability of the improvements for its intended use. The purchaser shall hold the DRC harmless regarding any liability in connection with or related to approved plans, specifications or improvements.

5. **Modification of Project Guidelines**
   These guidelines are subject to change when the DRC determines such change is in the best interest of the property. Any change in these guidelines shall be in writing or documented and shall be at the sole discretion of the property owner.

C. Design Review Process

1. **Design Review Committee**
The Design Review Committee (DRC) will accept applications for development from landowners or those under contract to purchase land within the project boundaries. The DRC has the responsibility to administer these guidelines and review all applications. The guidelines are not the exclusive basis for decisions of the DRC and compliance with the guidelines does not guarantee approval of any application.

   All submittals must also comply with all applicable City, State and Federal codes/laws. Review and approval of any application is made on the basis of aesthetic considerations only and the DRC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements.

2. **Submittal Requirements**
The applicant shall submit requested plans electronically (as identified below). Plans shall detail the proposed building by including the following documents:

   a. Design Review Application

   b. Site Development plans and documentation to include:
      i. Site Boundary dimensions
      ii. Easements, rights-of-way and setbacks
      iii. Existing conditions (buildings, significant landscape features, etc.)
      iv. Proposed site layout
      v. Architectural "cut sheets" (refer to Appendix A)
      vi. Building type "cut sheets" (refer to Appendix B)
         a) Proposed elevations for each house plan of each building type
         b) Architectural renderings of the proposed building
      vii. Color & material maps (refer to Appendix C)
         a) List of all exterior materials and color choices.
      viii. Open space "cut sheets" (refer to Appendix D)
      ix. Landscape plans including plant list

   c. The applicant will be required to demonstrate compliance with the principles outlined below for:
      i. Building character
      ii. Lot character
      iii. Street character
      iv. Block character
      v. Neighborhood character

   d. The applicant may be required to submit additional information if the DRC determines that the submitted information is insufficient to make a complete assessment of the proposed development.

   e. The DRC will retain sole responsibility of approval for all development within the project boundary. The decisions of the DRC will be based on protecting the overall value, character and aesthetics of the entire project.

   f. The applicant will be required to obtain all necessary and required approvals and pay all applicable fees to Herriman City for all development within the project after completion of the design review process. Applicant is expected to submit an application for Final PUD Approval and comply with all codes and conditions of Herriman City Codes that otherwise are not addressed within these Project Guidelines.

3. **Electronic Submittal Standards**
All design submittals are required to be made electronically with files in PDF format (Adobe Acrobat)) with the exception of color and material board(s). Electronic submissions will assist in a more timely review process and better communication between developers/homebuilders, consultants and DRC.

The standards for electronic submittals shall consist of the following requirements:

a. File formats shall be in Adobe Acrobat (PDF) format. PDF documents shall be from an original document. No scanned PDF files shall be accepted. Final PDF documents must be assembled as complete sets (as it would be done in a hard copy format), rather than individual pages.

b. PDF output settings must consist of:
   i. Adobe Acrobat compatibility of 9.0 or higher.
   ii. 300 DPI minimum
   iii. No security settings

c. Electronic files shall use a naming convention that will easily allow reviewers to know what each file is without having to open the file.

d. All files shall be submitted by E-mail or hand-delivered on flash drive, CD or DVD.

D. Project Character

The land owner will require a developer's application to submit plans and documents that illustrate the proposed development and how it addresses design issues as it relates to the following:

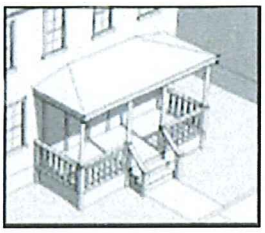
1. **Building Character**

a. ***Architectural styles*** - Architectural styles should tie to regional precedent (what has been used historically) and natural context (ability to play to climate and geography). Architectural styles will demonstrate a full array of architectural elements and materials associated with their chosen styles. Styles will be measured through the creation of architectural "cut sheets" (refer to Appendix A) which will clearly identify the key components and features associated with the proposed style. No three homes adjacent to, or across the street from each other, shall utilize the same house plan without the application of different architectural styles.

b. ***Elevations*** - Elevations should be composed according to an architectural logic (based on its applicable style), with openings, attached architectural elements, and fixtures that relate to one another proportionally.

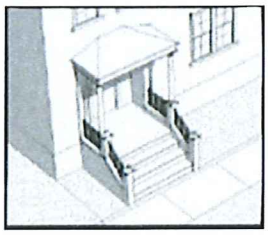
c. ***Frontages*** – Frontages should be designed to correspond with the appropriateness of the respective architectural style being applied to a building. Subject to any applicable laws, frontages may intrude front or side setbacks (on a corner lot) to within 10 feet of the sidewalk. Frontage types may include (but are not limited to) common yard, porch, terrace, light well, stoop, or forecourt. Frontage types not described under these Guidelines may be proposed, but must be explained, demonstrated and approved by the DRC as part of the project review process.

Building Frontage / Engagement with Street



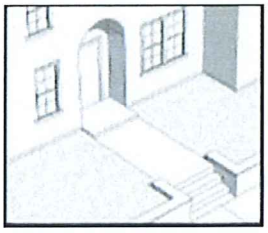
Porch. A structure attached to a residential building, forming a covered entrance to its interior vestibule or doorway. It is external to the walls of the building itself. The elevated ground floor of buildings with porches provide privacy for ground-floor rooms. Buildings that utilize the porch frontage tend to have larger, less urban, setbacks than buildings that employ the stoop frontage.

- Porch floors should be raised above the adjacent grade.
- Porches should be designed with sufficient depth and width to function as usable spaces.
- Porch designs should be consistent with the form, character, style and proportions of the building to which they are attached.



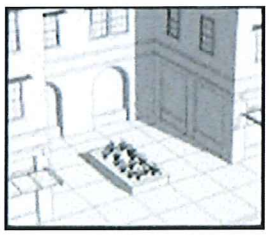
Stoop. A stair that provides access to the entrance of a residential home or building, typically with short front or side street setbacks. The elevated ground floor of buildings with stoops provides privacy for ground floor rooms. A roof or awning may cover a stoop.

- Stoop floors should be raised above the adjacent grade.
- Stoops may be covered, uncovered, or trellised.
- Stoop designs should be consistent with the form, character, style and proportions of the building to which they are attached.



Terrace. An elevated front yard that separates and sets back a building's façade from the sidewalk and the street. The terrace buffers residential uses from urban sidewalks, while removing private yards from public encroachment. Terraces of mixed-use buildings are suitable for outdoor commercial activities and must be appended onto a shop front frontage. In a residential neighborhood, terraces are typically used to absorb differences in topography across the depth of a site. Subterranean garages should not extend beneath the terrace area unless sufficient soil depth is provided for proper planting.

- Terrace heights should be of a dimension that does not isolate them from the activity of the sidewalk.
- Terraces should be designed with sufficient depth and width to function as usable spaces.



Forecourt. A semi-public space formed by a setback in a portion of the façade of a building. Forecourts are generally appropriate for commercial or civic use, and in some cases for vehicular drop-off.

- A variety of frontage types may be employed around the inside perimeter of a forecourt.
- Corresponding storefront openings around the inside perimeter of a forecourt are subject to the shop front design conditions.
- The forecourt may be raised from the sidewalk creating a small retaining wall at the property line with entry steps to the court. ADA access to raised courts should be accommodated within the parcel.

d. ***Design consistency*** - All buildings within a project site - including accessory buildings and buildings associated with parking - should be designed to be consistent with the primary structure.

e. ***Simplicity*** - Building masses should be organized as simple and well-scaled volumes. Excessive roof breaks and overly complicated hipped or gabled roofs should be avoided.

f. ***Proportion*** - Building masses and building facades should be designed with simple, harmonious proportions. Arbitrary proportions should be avoided. All architectural elements (i.e. porches, balconies, canopies, doors, windows) should relate stylistically and proportionally to one another.

g. ***Exterior materials & colors*** - The selection of materials, window and door assemblies, colors, and finishes should result in a finely detailed and harmonious design, whatever the choice of style. Use exterior materials in an authentic manner, consistent with selected architectural styles, and their

historic appearance/placement on the building. Massing should work to emphasize house entries and deemphasize the garage.

i. Material usage shall match the architectural style and mixing of materials shall be done sensitively, not to detract from the design of the home.
ii. Materials shall be appropriate to the scale of the building and consistent with the character of the development.
iii. Heavier (load bearing) materials should be closer to the base of the building (i.e. wood above stucco or masonry, or stucco above masonry).
iv. Change of materials shall occur naturally (according to style) rather than indiscriminately.
v. Materials should wrap outside corners; termination of materials should occur at inside corners or continue for a minimum of at least 2'.
vi. Placement of materials should occur horizontally (vertical placement tends to defy structural and visual logic).
vii. Consistent use of materials should occur on all building *facades*.
viii. Colors for all exterior materials (siding, trim, brick, stone, mortar, stucco, etc.) should be selected appropriate to the building's architectural style and to local precedent. A variety of colors, tones and hues that are appropriate to the approved architectural styles are encouraged.
ix. Color change should clarify, not clutter the building design. Color changes should occur in the following locations:
    a) Inside corners
    b) Horizontal breaks at changes in plane or material (vertical stripes are not permitted)
    c) Breaks between trim and wall planes
    d) Gable ends and other accent panels
    e) Changes in plane
x. A "Color & Material Map" is required for each color scheme to demonstrate color and material placement on the elevation and ensure proper relationships (refer to Appendix C).

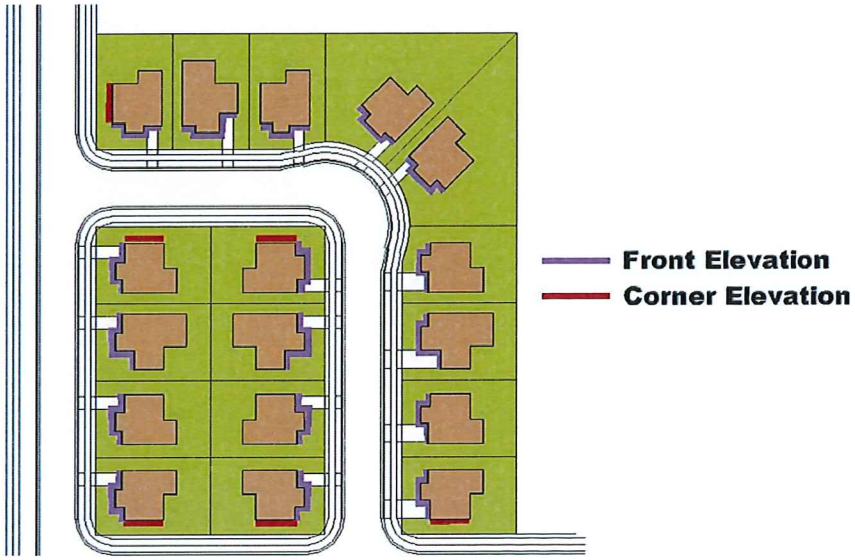
h. ***Accessory buildings & structures*** - Detached accessory buildings or structures, including but not limited to: cabana, pool houses, detached garages, green houses, or other structures, must appear as integral elements of the principal building. Unless otherwise approved by the DRC, such structures are limited to locations within rear yards. Materials, colors, finishes and style shall be carefully coordinated on all accessory structures, and demonstrate a visual relationship to the principal building. The location, size, height and placement of all accessory buildings and structures are in the sole discretion of the DRC. The DRC reserves the right to not approve an accessory building or structure that in its sole discretion it feels is too large or oversized for its proposed location on the lot. The maximum allowed height for any such structure shall not exceed the height of the principal building.

2. Lot Character

a. ***Staggered front yard setbacks*** – A variable front yard setback should be encouraged within each block.

b. ***Variable lot width*** – Providing variable lot widths within an individual product line is encouraged

c. ***Façade zones*** — Front and corner lot elevations (or façades) and, in some situations rear elevations, that are visible from public areas are important to community character. It is imperative for these façades to be articulated to improve the street scene and aesthetics of the neighborhood. Façade zones will be identified as applicable front elevations, corner lots, and/or visible edges in establishing the level of architectural detail required.



d. ***Corner lots*** - Buildings on corner lots should be designed to positively define and frame the public realm of both streets they front. Different frontage types can be used on each of the two street facing facades, the same frontage type can be used on each facade, or a frontage type can wrap around the corner from one facade to the other.

e. ***Landscape & Plant Materials-***
   i. **Within the park strip,** plant materials shall be consistent with the Herriman City Approved Tree and Shrub List (§4.17.03 Herriman Development Standards)
   ii. **On a lot the plant material shall be consistent with** the following Tree and Plant Palette:

Tree & Plant Palette

Large Shade Trees (>50 feet)

Specific Name	Botanical Name
Bloodgood London Plane Tree	*Platanus acerifolia 'Bloodgood'*
Bur Oak *	*Quercus macrocarpa*
Sycamore Maple *	*Acer psuedoplatanus*
Silver Linden *	*Tilia Tomentosa*
Espresso Kentucky Coffee Tree	*Gymnocladus dioica 'Espresso'*
Cimmaron Green Ash *	*Fraxinus pennsylvanica 'Cimmaron'*
Emerald Queen Norway Maple *	*Acer platanoides 'Emerald Queen'*
Accolade Hybrid Elm	*Ulmus x 'Accolade'*
Crimson King Maple	*Acer platanoides 'Crimson King'*
Austrian Pine	*Pinus nigra*

Scotch Pine	*Pinus sylvestris*
Globe Willow	*Salix matsudana umbraculifera*
English Columnar Oak	*Quercus robur 'Fastigiata'*

* Denotes compatibility for use as a street tree.

Medium Shade Trees (30-45 feet)

Specific Name	Botanical Name
Queen Elizabeth Hedge Maple	*Acer Campestre 'Queen Elizabeth'*
Rocky Mountain Juniper	*Juniperus scopulorum*
Shangri-la Maidenhair Tree *	*Ginko biloba 'Shangri-la'*
Armstrong Maple *	*Acer freemanii*
Common Hackberry *	*Celtis occidentalis*
Little Leaf Linden *	*Tilia cordata*
Sensation Box Elder *	*Acer negundo 'Sensation'*
Thornless Honeylocust *	*Gleditsia triacanthos var. inermis*
Gambel Oak	*Quercus gambelii*
Big Tooth Maple	*Acer grandidentatum*
Sky Rocket Juniper	*Juniperus scopulorum 'Skyrocket'*
Frontier Elm *	*Ulmus x 'frontier'*

* Denotes compatibility for use as a street tree.

Small Shade Trees (<25 feet)

Specific Name	Botanical Name
Service Berry	*Amelanchia sp.*
Tatarian Maple *	*Acer Tataricum*
Lavalle Hawthorn *	*Crataegus x lavallei*
Canada Red Chokecherry	*Prunus virginiana 'Canada Red'*
Amur Maackia	*Maackia amurensis*
Flowering Plum	*Prunus cerasifera 'Thundercloud'*
Crabapple	*Malus 'Indian Magic'*
Crabapple	*Malus 'Prairifire'*

* Denotes compatibility for use as a street tree.

Hedge

Specific Name	Botanical Name
Karl Foerster Feather Reed Grass	*Calamagrostis x acutiflora 'Karl Foerster'*
Blue Mist Spirea	*Caryopteris x clandonenesis*
Rubber Rabbit Brush	*Chrysothamnus nauseosus*
Red Osier Dogwood	*Cornus sericea*
Hedge Cotoneaster	*Cotoneaster lucida*
Mormon Tea	*Ephedra nevadensis*
Forsythia	*Forsythia*
Rose of Sharron	*Hibiscus syriacus*
Utah Honeysuckle	*Lonicera utahensis*
Maiden Hair Grass	*Miscanthus sinensis*
Heavy Metal Switch Grass	*Panicum virgatum 'Heavy Metal'*
Mock Orange	*Philadelphus coronarius*
Purple Leaf Sand Cherry	*Prunus x cistena*
Squawbush Sumac	*Rhus trilobata*
Golden Currant	*Ribes aureum*
Wild Rose	*Rosa woodsii*
Sutherland Gold Elderberry	*Sambucus racemosa 'Sutherland Gold'*
Snow Berry	*Symphoricarpas alba*
Amur Maple	*Acer ginnala*

Utah Serviceberry	*Amelanchier utahensis*
Boxwood	*Buxus sempervirens*
River Birch	*Betula occidentalis 'font clump'*
Hicks Yew	*Taxus x media*
American Cranberry Bush Viburnum	*Viburnum trilobum 'Bailey Compact'*

Ground Cover

Specific Name	Botanical Name
Bugleweed	*Ajuga*
Basket of Gold	*Alyssum*
Compinkie Rockcress	*Arabis alpina 'Compinkie'*
Kinnikinnik	*Arctostaphylos uva ursi*
Rockcress	*Aubrieta*
Chocolate Flower	*Berlandiera lyrata*
Poppy Mallow	*Callirhoe involucrata*
Snow in Summer	*Cerastium arvense*
Dwarf Tickseed	*Coreopsis 'nana'*
Hardy Ice Plant	*Delosperma*
Yarrow	*Achillea millefolium*
Sulphur Flower	*Eriogonum umbrellatum aureun*
Goblin Blanket Flower	*Gaillardia 'Goblin'*
Mountain Boxwood	*Pachistima myrsinides*
Sedum	*Sedum*
Scarlet Globemallow	*Sphaeralcea coccinea*
Lambs Ear	*Stachys Byzantine 'Helen Von Stein'*

Small Shrub

Specific Name	Botanical Name
Silvermound Sage	*Artemesia schmidtiana*
Black Sage	*Artemisia nova*
Creeping Potentilla	*Potentilla neumanniana*
Dwarf Mugo Pine	*Pinus mugo Mops*

3. **Street Character**

   a. ***Relationship to public realm*** - Buildings should be oriented to positively define and frame adjacent public streets, and/or public or common spaces, while promoting the collective form of neighborhoods by:
      i. Matching or complementing adjacent building setbacks;
      ii. Matching or complementing adjacent building heights and massing;
      iii. Completing the streetscape pattern of the street they front.

   b. ***Relationship to neighboring homes*** – Houses should be designed to relate to their neighbors rather than as a stand-alone building. This can be accomplished by, among other things:
      i. Matching existing building heights or exceeding them by only one story.
      ii. Orienting the side yards in order to preserve the privacy of the outdoor spaces of both.
      iii. Modulating side yard and rear yard volumes to provide as much distance as possible between the facades in order to preserve privacy of the outdoor spaces of both.
      iv. The placement and size of windows in side and rear yards should be designed with care and sensitivity for the preservation of privacy between buildings.

c. ***Activating the street*** - Buildings should be designed with frontages that engage the street by providing direct access to the public realm (street or open space).

d. ***Terminated vistas*** - The massing of new buildings at street terminations should be designed to acknowledge, through their form, the centrality of their placement relative to the right of way. They should be either placed on the street's center line, or positioned in a manner that convincingly shows that they were not meant to be centered.

e. ***Window and door size and placement*** - Windows and doorways should be designed to reflect the character and size of the rooms to which they belong. The composition of street facing elevations should organize these windows, doors, and the space between them into a clear and legible pattern appropriate to both the style of the building and the scale of the street it faces.

f. ***Front yard continuity*** - The front-yard landscape of new buildings should be continuous and coordinated with that of existing neighboring ones.

4. **Block Character**

a. ***Scale*** - Buildings should be scaled to respond to their context by sensitively and positively addressing the scale and massing of their adjacent neighbors.

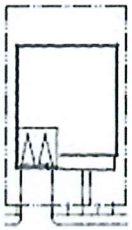
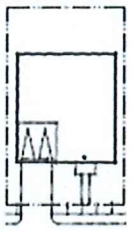
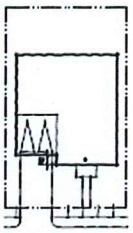
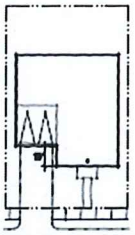
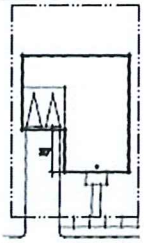
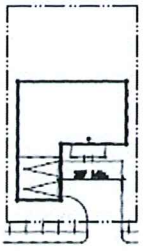
b. ***Transitions*** - Higher-density projects need to respond to lower-density, existing buildings through compatible massing and thoughtfully designed side yard elevations.

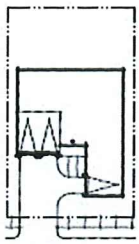
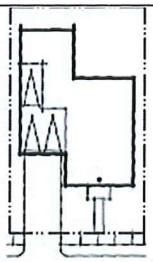
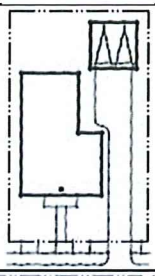
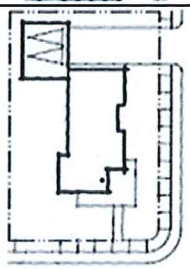
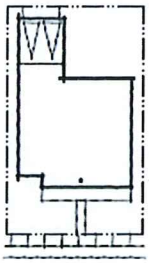
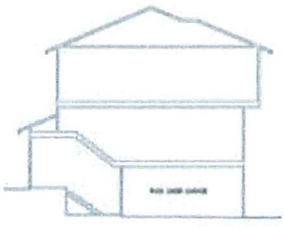
c. ***Side and rear elevations*** - The rear and/or side elevations of new buildings that are visible from the public realm should be designed with equal care and quality as the front or principal façade.

d. ***Side and rear windows*** - The placement and size of windows in side yards and rear yards should respect the privacy and need for light and air of existing or neighboring buildings.

e. ***Building entrances*** - Buildings should be entered directly and prominently from the street. Entrance ways and doorways should be clearly identifiable as prominent points of access into buildings.

f. ***Garage entrances*** - Garage entrances should be minimized when reasonably possible within the front elevation of buildings by varying garage orientation and setbacks based on product type, lot size and architectural style. The scale, shape, character, material, panel pattern, window type and color of the door shall correlate with the architectural style of the home. To incorporate the door into the collective design of the home, the garage door shall be inset within the garage door opening as appropriate to the architectural style. Garage orientations include but are not limited to recessed, tuck under, flush, swing-in, split tandem, detached rear yard, side-entry, alley-loaded, etc. Garage options to accommodate larger cars, SUVs, commercial vehicles and storage area recommended.

Garage Types	*Requirements*	*Example*
Forward	• Permitted on lots at least 50' in width • No recess required. Garage face can be in front of the front façade. • Integrate the garage into the architectural design of the home • Requires the use of a porch frontage type (6 foot min. porch depth) • Garage door(s) shall be inset within the garage door opening a minimum of 8"	
Flush	• Permitted on lots at least 45' in width • No recess required. Garage face can be parallel to the front façade. • Integrate the garage into the architectural design of the home • Garage door(s) shall be inset within the garage door opening a minimum of 8"	
Shallow-Recessed	• Recessed 5' from front living area or 6' from a front porch • Integrate the garage into the architectural design of the home • Garage door(s) shall be inset within the garage door opening a minimum of 8"	
Mid-Recessed	• Recessed 10' from front living area • Integrate the garage into the architectural design of the home • Garage door(s) shall be inset within the garage door opening a minimum of 8"	
Deep Recessed	• Recessed 20' from front living area • Integrate the garage into the architectural design of the home • Garage door(s) shall be recessed a minimum of 8'	
Swing-In	• Permitted on lots at least 60' in width • Street-facing walls shall have the same architectural treatment as the front elevation • Include at least one street-facing window • Integrate the garage in the architectural design of the home • Back-up space of 28' required • Garage door(s) shall be recessed a minimum of 8'	

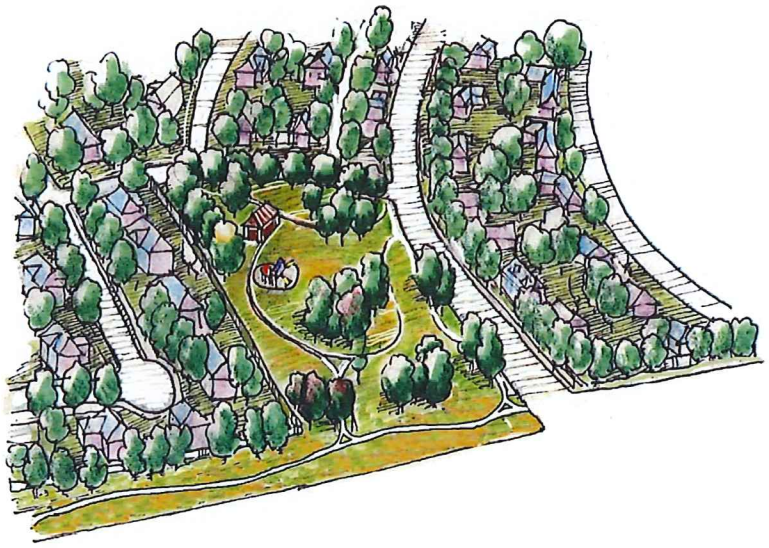
Split	• Permitted on lots at least 60' in width • Integrate the garages in the architectural design of the home • Back-up space of 28' required • Double-car garage doors shall be inset within the garage door opening a minimum of 8"; single-car garage door shall be recessed a minimum of 8'	
Tandem	• Integrate the garage in the architectural design of the home • Double-car garage doors shall be inset within the garage door opening a minimum of 8"; single-car garage shall be recessed a minimum of 8"	
Detached Rear Yard	• The garage shall have the same architectural design as the home • Garage door(s) shall be recessed a minimum of 8"	
Side-Entry	• Allows garage orientation flexibility for corner lots • Integrate the garage into the architectural design of the home • Garage door(s) shall be inset within the garage door opening a minimum of 8"	
Alley-Loaded	• Maximum of one (1) plan per product may have second-story living area flush with garage • Otherwise, minimum recess or cantilever is 2' • Integrate the garage into the architectural design of the home • Garage door(s) shall be inset within the garage door opening a minimum of 8"	
Tuck-Under / Subterranean	• Locate garage(s) below living area at a lower grade than the street to reduce the visual impact • Set the garage back from the front building face to reduce the mass of the garage	

5. Neighborhood Character

a. ***Neighborhood edge*** – Streets on the edge of neighborhoods should be major streets containing public open space or higher intensity buildings which front the street.

b. ***Streets*** – Streets should be designed to foster pedestrian comfort.

c. ***Open space*** - Open space fulfills many different functions for a community; therefore, different types of open space are appropriate for different areas. The open space descriptions below are provided as examples and are not intended to describe or define open space, which is defined in the MDA. The terms and conditions set forth in the MDA will control the definition and treatment of open space in the project.



Open Space	*General Description*	*Typical Size*	*Service Radius*	*Examples*
Square	A public space, seldom larger than a block at the intersection of important street and circumscribed spatially by building frontages. Its landscape often consists of paths lawns, trees, and civic buildings all formally disposed and requiring substantial maintenance. Often understood as the heart or center of a neighborhood or district	1 to 3 acres	1/8 to 1/4 mile radius	Pioneer Square (Portland Square)
Plaza	Available for civic purposes and commercial activities. Spatially defined by building frontages. Design consists primarily of pavement with optional trees. Located at intersections of important streets. Programmed with passive uses and serves as point of respite.	Up to 2 acres	1/4 to 1/2 mile radius	Olympic Plaza @ Gateway (Salt Lake City, UT)
Entrance Park	Formal delineation of a residential community entrance through landscaping and monumentation. It provides passive uses and creates neighborhood identity.	Up to 1 acre	N/A	Daybreak (South Jordan, UT)
Pocket Park	Small and frequent, generally with passive recreation that ensures walkable green space access for everyone. May contain specialized facilities that serve a concentrated or limited population or group such as tots, pets, or senior citizens.	2,500 SF to 1 acre	1/4 mile radius	Davis Park (Salt Lake City, UT)
Neighborhood Park	The neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation. The park should be centrally located within the	3 to 10 acres	1/4 to 1/2 mile radius	Reservoir Park (Salt Lake City, UT)

	neighborhood. Frequently these parks are developed adjacent to civic uses such as an elementary school.			
Community Park	The focus of this park classification is on meeting community based recreational needs, as well as preserving unique landscapes and open spaces. They allow group activities and offer other recreational opportunities not feasible at the neighborhood level. They should be developed for both active and passive recreation activities and serve two or more neighborhoods. Regardless of size, parks will be deemed Community Parks if they provide restroom facilities, parking lots, or other amenities that would service patrons who travel to the park.	10 to 20 acres	1/2 to 2 mile radius	Scera Park (Orem, UT)
Regional Park	Serves a broader purpose than community parks and is used when community and neighborhood parks are not adequate to serve the needs of the community. Focus is on meeting community-based recreation needs as well as preserving unique landscapes and open space.	20+ acres	2 mile radius	Liberty Park (Salt Lake City, UT)
School Park	School site that can be classified as fulfilling specific public space requirements for other classes of parks such as neighborhood, community, sports complex, and special use. Joint-use agreement required.	5 to 8 acres	1/2 mile radius	Farmington Elementary-Main City Park (Farmington, UT)
Sports Complex	Heavily-programmed athletic fields and associated facilities at larger and fewer sites strategically located throughout the community. Locate with good automotive and pedestrian access.	40 to 150 acres	2 to 5 mile radius	Sunnyside Park (Salt Lake City, UT)
Special Use	Covers a broad range of parks and recreation facilities oriented toward single-purpose use. Special uses generally fall into three categories: Historic/Cultural/Social Sites (ex: historic downtown areas, performing arts parks, arboretums, ornamental gardens, indoor theaters, churches, public buildings and amphitheaters). Recreation facilities (i.e. either specialized or single-purpose facilities) fall into this category; for example, community centers, senior centers, hockey arenas, marinas, golf courses and aquatic parks. Frequently community buildings and recreational facilities are located within neighborhood parks and community parks.	Varies	Varies	Pioneer Monument State Park (Salt Lake City, UT)
Park Lawn	Open space within a public right-of-way that allows for passive use, bus stops, shade trees and ornamental landscaping. (Only the portion of a park lawn that exceeds the city standard of 5 feet in width may be applied towards open space.)	Varies	Varies	South Temple (Salt Lake City, UT)
Connector Trail	Secondary public connections for pedestrians and cyclists. Located as mid-block connections, linkages between other park spaces. Typically less than 20 feet in width with minimal landscaping.	Varies	Varies	Boise Greenbelt (Boise, ID)
Paseo	Linear pedestrian corridor that is defined by homes fronting the space. Often includes passive activities as well as tot lots, community gardens, and neighborhood games.	0.5 to 2 acres	Varies	Daybreak (South Jordan, UT)

- Access to all public open space, natural and developed, shall be provided directly from the public street/sidewalk system or through a public facility.
- Open space should be used to enhance the value and amenity of surrounding development.
- Safety shall be taken into consideration through the layout and design of open spaces. Since visibility from public streets plays an important role in the self-policing of open spaces, special care shall be taken not to restrict visibility into developed open space.

i. ***Publicly Accessible Open Space*** – Individual Builders or Developers within the project will be required to accommodate the need for additional open space within individual projects (beyond that dedicated as part of the roughly 45 acre main park and as required by the PUD ordinance to dedicate or grant access to 20% of the total PUD property). Such open space may be incorporated into other functions pursuant to the terms of the MDA. Development within the remaining 251 acres (approx.) of property within the R-2-10 zone district will be required to provide an additional approximately 58.6 acres of required public open space.

ii. ***Public Trails***—Individual Builders or Developers within the project will be required to accommodate a trail system. Trails will be required to connect to any existing adjacent trails. Trails may be relocated through or around proposed projects provided they allow for a continuous trail system.

E. Building & Site Standards

The following criteria in Section E shall be used by the Planning Commission to evaluate Final Plat applications for individual projects proposed within the development (unless otherwise approved by the Planning Commission).

1. **Scope & Authority**
   Planning Commission shall review all applications for development within the project according to the standards outlined in this section. Any items not addressed in this section shall be reviewed in accordance with the current Herriman City Code at time of annexation of the Property into Herriman City, subject to the terms and conditions of the MDA.. Planning Commission shall require a written statement of approval from the Design Review Committee (DRC) stating compliance and approval..

2. **Density Distribution**
   The project is approved with underlying zones of C-2 and of R-2-10 with a PUD overlay. The total allowed residential units for the project (total area less the commercial parcels) shall be 1,990 units. The distribution of units is identified in the Project Guidelines.

Area A	**Acres**	**du/ac**	**Units**
Multi-family – Apartment Site 1	15	20	300
Multi-family – Apartment Site 2	15	20	300
Residential	108.65	8	915
Maximum Total Units			1,515

Area B	**Acres**	**du/ac**	**Units**
Single-family Residential	71.12	7	520

Area C	**Acres**	**du/ac**	**Units**
Single-family Residential	38.23	3	117

In the event that either apartment project allowed in Area A is not built, the total number of units allocated shall be transferred to the Residential component of Area A. In addition, if other non-residential land uses are incorporated into the plan (i.e. churches, schools, etc.), the corresponding amount of density within the respective Development Area of the plan shall be reduced as per the allocated density of that Area.

3. **Lot Widths & Setbacks**

Minimum lot widths and setbacks shall be as follows (unless otherwise approved by the Planning Commission):

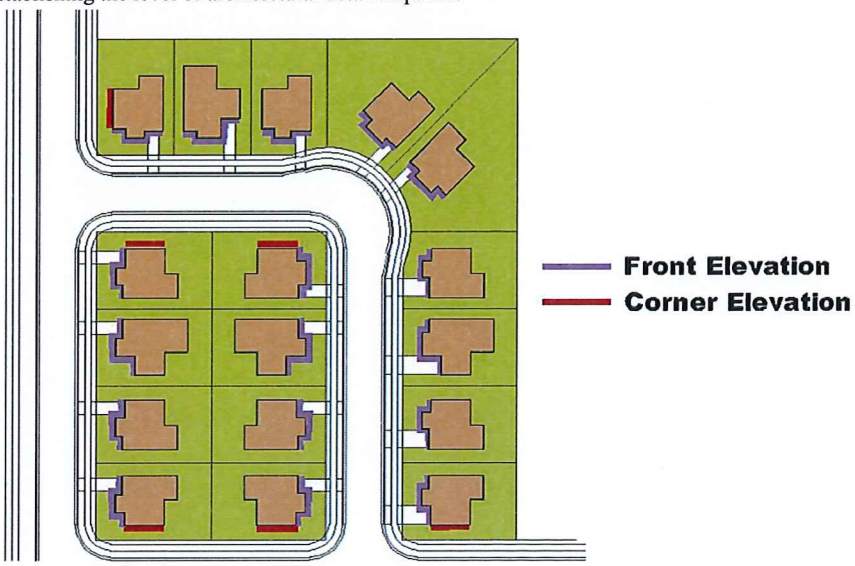
Dwelling type	*Front-yard Setback*	*Rear-yard Setback*	*Side-yard Setback*	*Lot Frontage*
Single-family detached	10' for living area 20' from face of garage to property line	15' Minimum	5' Minimum (Minimum 10' between adjacent homes)	35' Minimum
Multi-family	20' Minimum	10' Minimum	10' Minimum	n/a

a. *Accessory Building Setback Standard*—Accessory buildings (detached garages, workshops, sheds, etc.) shall be a minimum of 5' setback from all property lines and shall not impose hardship on a neighboring property (e.g. storm water runoff from roof overhangs).

4. **Lot Character**
   a. ***Staggered front yard setbacks*** – A variable front yard setback should be encouraged within each block.

   b. ***Variable lot width*** – Providing variable lot widths within an individual product line is encouraged

   c. ***Façade zones*** — Front and corner lot elevations (or façades) and, in some situations rear elevations, that are visible from public areas are important to community character. It is imperative for these façades to be articulated to improve the street scene and aesthetics of the neighborhood. Façade zones will be identified as applicable front elevations, corner lots, and/or visible edges in establishing the level of architectural detail required.



5. **Building Heights**

Building height restrictions shall be as follows (unless otherwise approved by the Planning Commission):

Dwelling type	*Story Height*	*Maximum Stories*	*Height Measurement*
Single-family detached	12'	3	Maximum height measured to top of ceiling plate of top story
Accessory Building	10'	1	
Multi-family	12'	3	

Building height is measured in stories for each above-ground level according to the following:

a. Stories are measured from finished floor to finished ceiling.
b. Unfinished attics do not count towards building height. Finished attics count toward ½-story.
c. Raised basements greater than 3 feet above grade at the principal frontage are counted as a story.
d. Walk-out basements are not counted as a story, provided the front elevation does not expose more than 3' of the basement story.

6. **Exterior Building Materials**

Building materials for single-family and multi-family developments shall conform, at a minimum, to Herriman City Design Standards for medium and high-density projects and shall meet all conditions of the Design Review Committee. Applicants will be required to submit to Herriman City all architectural

elevations required by City standards, as well as architectural style cut sheet(s), building type cut sheet(s), open space cut sheet(s), and architectural color & materials map(s). (See appendices for examples.)

7. **Parking**

Parking requirements shall be as follows (unless otherwise approved by the Planning Commission):

Dwelling type	*Parking Required/unit*	*Guest Parking Spaces*	*Notes*
Single-family homes	2 sp/unit	0	Tandem parking to meet required parking is allowed behind garage spaces provided the space does not encroach into sidewalks or public rights-of-way
Town homes that are alley loaded	2.5 sp/unit	0.5 per unit	Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes substantiated by a parking analysis
Town homes that are not alley loaded	2 sp/unit	0.5	Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes substantiated by a parking analysis
Multi-family Apartments	1.75 sp/unit	0.125 per units	Tandem parking to meet required parking is allowed behind garage spaces provided the garage and tandem space are assigned to a specific unit and the space does not encroach into sidewalks or travel lanes substantiated by a parking analysis

8. **Landscape & Plant Materials**

Plant Materials shall be consistent with the Herriman City Approved Tree and Shrub List (§4.17.03 Herriman Development Standards).

Applicants will be required to submit landscape plans for review for each individual site within the project boundary. Special care will be taken in reviewing the landscape for areas visible from public rights-of-way within any front or side setback.

Front and side yards, visible from the street, shall be installed prior to occupancy per Herriman City Ordinance 9-4-3. Rear yards that are visible from the street shall be maintained so vegetation is not unruly.

9. **Street Layouts**

Major street and street connections shall be consistent with the terms and conditions of the MDA and the infrastructure plans and mutually agreed upon by Herriman City and the master developer. Widths of streets shall be consistent with these Project Guidelines and consistent with the appropriate street classifications as identified in traffic studies and the Master Transportation Plan adopted by Herriman City. The design of interior streets should consider allowing the creation and use of non-conventional street standards.

10. **Roadway design**

a. **Road Cross-sections**

Typical road cross-sections shall be modified as shown below. Additional width of park strips may be counted as open space toward the required open space amount.

b. **Engineering cross-section** (asphalt profile)
Road profile cross-section (i.e. thickness of asphalt profile and depth of gravel base) shall be determined based on the recommendation of a geotechnical engineer and location-specific conditions & criteria.

11. **Open Space**

a. ***Publicly Accessible Open Space*** – Individual Builders or Developers within the project will be required to accommodate the need for additional open space within individual projects (beyond that dedicated as part of the roughly 45 acre main park and as required by the PUD ordinance to dedicate or grant access to 20% of the total PUD property). Such open space may be incorporated into other functions pursuant to the terms of the MDA.

b. ***Public Trails***— Individual Builders or Developers within the project will be required to accommodate a trail system. Trails will be required to connect to any existing adjacent trails. Trails may be relocated through or around proposed projects provided they allow for a continuous trail system.

F. Appendices

Example(s) of Architectural Cut Sheets

NOTE: The following cut sheets are examples of the type of cut sheets that will be developed by the builder/developer and will be submitted to the DRC & the Herriman Planning Commission for review and approval. These cut sheets are not intended to be proposals for architectural product or styles for the Creek Ridge Project, but rather an example of what the planning commission and DRC will expect to see from developers.

Appendix A

Example(s) of Architectural Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)

American Foursquare

Identifying Characteristics

- Simple box shape
- 2 ½ stories high
- Large central dormer
- Full width one-story porch with square columns and wide stairs

Building Form

- Symmetrical building form
- Two-story rectangular massing

Roofs

- Hipped or pyramid roof line
- Deep overhanging eaves
- Front single dormer
- Roof pitch - 3:12 to 6:12
- Roof overhang
    - Eaves – 18 inches

Elevations

- ***Front elevations***: Stucco, fiber-cement siding, smart board siding, shingle, stone, and/or brick. May have different siding materials on the upper and lower walls.
- ***Side elevations***: Front elevation materials must wrap the corner of the house a minimum of 18 inches, or a change of materials must occur at an inside corner. When in public view additional detailing is required to occur.
- ***Rear elevations***: Must have detailing consistent with the architectural style. When in public view additional detailing is required to occur such as stepping of elevations, massing variation and varied patio elements.

Windows

- One-over-one
- Multi-over-one
- Rectangular tops

Entries

- Full width one-story porch with square columns and wide stairs

Doors

- Single door
- Large pane glazing
- Rectangular

Detail Elements

- Brick pedestals
- Gable dormer
- Exposed rafter tails

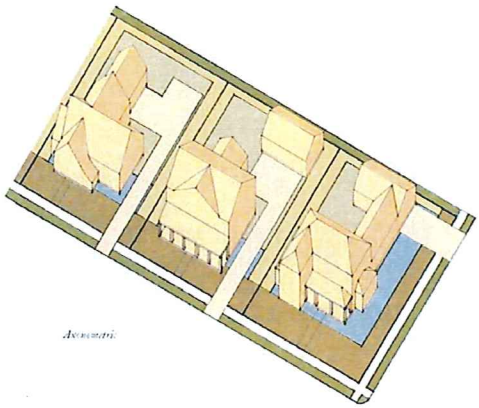
Colors / Materials

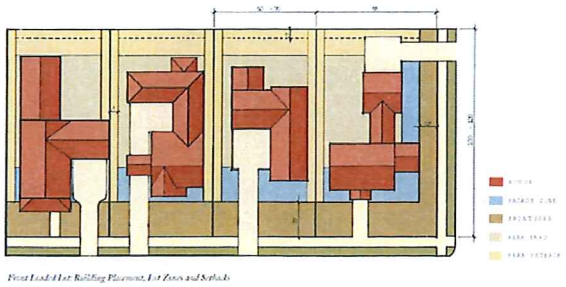
- Natural earth tone
- Darker rich tone
- Classic architectural palette
- Stucco
- Fiber cement siding
- Shingle
- Brick
- Stone

Appendix B

Example(s) of Building Type Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)





LOT SIZE (APPROXIMATE)

- Interior lots: 50-70 feet by 100–120 feet
- Corner lots: 55 feet by 100–120 feet
- Maximum 40% lot coverage

MINIMUM HOUSE SETBACKS

- Front Yard: 15 feet to the house; 18 feet behind front facade to street-facing engaged garage, 0 feet if garage doors face side yard
- Side Street: 15 feet to the house; 20 feet to the garage
- Side Yard: 5 feet to the house and garage
- Rear Yard: 20 feet to the house; 5 feet to the garage

ENCROACHMENTS INTO SETBACKS

- Porches 5 feet into front yard and side street setbacks only
- Balconies 5 feet into front yard and side street setbacks only
- Bay windows 2 feet
- Fireplace/Media Center 2 feet (10 feet maximum width)
- Patio 2 feet

GARAGE TYPES

- Semi-attached, side street drive (located at rear setback line)
- Engaged garage
- Detached, side yard drive (located at rear setback line)

LIVING AREA

- 1,500 to 2,400 square feet
- Maximum single-story footprint is 1,600 square feet

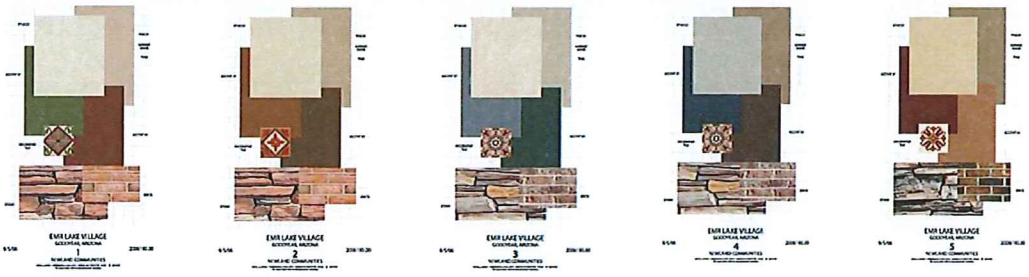
Appendix C

Example(s) of Architectural Color & Material Map

(To be submitted to DRC & Planning Commission by builder/developer)

Diagrammatic representation of color locations for building elements

Application of color palette on proposed home



Potential Color / Building Material Palettes

Appendix D

Example(s) of Open Space Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)

Community Park

Description
The focus of this park classification is on meeting community based recreational needs, as well as preserving unique landscapes and open spaces. They allow for group activities and offer other recreational opportunities not feasible at the neighborhood level. They should be developed for both active and passive recreation activities and serve two or more neighborhoods.

Size
10 to 20 acres

Service
1/2 to 2 mile radius

Examples
Scera Park - Orem, Utah

Pocket Park

Description
Small and frequent, generally with passive recreation that ensures walkable green space access for everyone. May contain specialized facilities that serve a concentrated or limited population or group such as tots, pets, or senior citizens.

Size
2,500 SF to 1.0 Acre

Service
1/4 mile radius

Examples
Davis Park - Salt Lake City, Utah

EXHIBIT "N"

Zoning and Vesting Ordinance

ORDINANCE NO. 14-20

AN ORDINANCE ADOPTED PURSUANT TO SECTION 10-2-407(3)(b) OF THE UTAH CODE, APPROVING AN ANNEXATION PETITION RELATING TO APPROXIMATELY 316 ACRES OF LAND; ANNEXING SUCH LAND INTO THE CITY; ASSIGNING LAND USE ZONES TO SUCH LAND; AMENDING THE ZONING MAP OF THE CITY ACCORDINGLY; AND RELATED MATTERS.

WHEREAS, Suburban Land Reserve, Inc., a Utah corporation ("SLR"), owns approximately 300 acres of undeveloped land situated outside of the current boundaries of Herriman City, Utah (the "City") within unincorporated Salt Lake County, which property is contiguous to the boundaries of the City (the "SLR Property"); and

WHEREAS, SLR has submitted to the City Recorder an Annexation Petition (such Annexation Petition, together with all attached and related materials, being referred to herein as the "Petition"), requesting that the City annex the SLR Property into the City; and

WHEREAS, in order to avoid the creation of islands or peninsulas upon the annexation of the SLR Property into the City, and to satisfy the requirements of applicable law, SLR included in the Petition (i) one tract of land of approximately 5 acres, constituting a portion of parcel #26-28-400-001 and owned by Kennecott Land Company (the "Kennecott Parcel"), (ii) one tract of land of approximately 5 acres, constituting parcel #26-27-100-003 and owned by Last Holdout LLC, Inc. (the "Last Holdout Parcel"), (iii) portions of Lot #'s 26-26-352-007, 26-26-352-019, 26-26-352-020, 26-26-352-001, 26-26-353-001; 26-26-353-003, 26-26-353-004, 26-26-353-005, 26-26-353-006 and 26-26-353-035 within the Heritage Place Estates Subdivision, and (iv) one tract of land constituting parcel #26-27-300-015 and owned by Jordan School District Board of Education (the "School Parcel"), also situated outside of the current boundaries of the City within unincorporated Salt Lake County; and

WHEREAS, the SLR Property, the Kennecott Parcel, the Last Holdout Parcel, the Existing Subdivision Lots and the School Parcel (collectively referred to herein as the "Annexation Property"), are depicted on the map attached hereto as Exhibit A, which map includes a legal description of the Annexation Property; and

WHEREAS, on February 6, 2014, the City Council adopted Resolution No. 14.06, accepting the Petition for further consideration; and

WHEREAS, on February 11, 2014, which date is less than thirty (30) days after the date of adoption of Resolution No. 2014-14.06 accepting the Petition, the City Recorder (i) certified the Petition, and (ii) mailed or delivered written notification of such certification to the City Council, the SLR contact sponsor and the Salt Lake County Commission, in satisfaction of

Section 10-2-405(2)(c) of the Utah Code, copies of which certification and notification are attached hereto as Exhibit B; and

WHEREAS, after receipt of notice of such certification from the City Recorder on February 12, 2014, the City Council, as required by Section 10-2-406(1)(a) of the Utah Code, caused a notice of the proposed annexation to be published (a) on February 21, 2014 (which date is not more than 10 days after receipt of the certification), February 28, 2014 and March 7, 2014, in the Salt Lake Tribune and the Deseret News, newspapers of general circulation within (i) the area circumscribed by the Annexation Property, and (ii) the unincorporated area within ½ mile of the Annexation Property, and (b) for three weeks, beginning on February 21, 2014 (which date is not more than 10 days after receipt of the certification), on the website established pursuant to Section 45-1-101 of the Utah Code, copies of which notices are attached hereto as Exhibit C; and

WHEREAS, following receipt of notice of such certification from the City Recorder on February 12, 2014, the City Council caused a notice thereof to be mailed on February 13, 2014 (which date is not more than 20 days after receipt of the certification), to:

(a) Salt Lake County;
(b) Jordan School District;
(c) South Jordan City;
(d) Unified Fire Authority/ Salt Lake Valley Fire Service Area;
(e) SSLV Mosquito Abatement District;
(f) Wasatch Front Waste and Recycling District;
(g) Valley Emergency Communications Center;
(h) South Valley Sewer Improvement District No. 1;
(i) South Valley Water Reclamation;
(j) Central Utah Water Conservancy District;
(k) Copperton Improvement District;
(l) Salt Lake Valley Law Enforcement Service Area;
(m) Salt Lake Unified Police Department;
(n) Jordan Valley Water Conservancy District;
(o) Utah Transit Authority; and
(p) Such other public and private entities as determined appropriate by the City Council,

a copy of which notice is attached hereto as Exhibit D; and

WHEREAS, the notices attached as Exhibits C and D identified the deadline of March 14, 2014 (the "Protest Deadline"), for the filing of protests under Section 10-2-407 of the Utah Code; and

WHEREAS, on April 17, 2014, there was published in The Salt Lake Tribune and the Deseret News a Notice of Public Hearing relating to the proposed annexation, in satisfaction of

the requirements of Section 10-2-407(3)(b)(ii)(A) of the Utah Code, a copy of which Notice, together with an affidavit of the publication thereof, are attached as Exhibit E hereto; and

WHEREAS, on April 24, 2014, not less than seven (7) days after publication of the notice identified in Exhibit E, the City Council held a public hearing relating to the proposed annexation, at which public hearing all individuals desiring to express their views relating to the proposed annexation were given the opportunity to be heard on the matter; and

WHEREAS, the City Council has given careful consideration to the views expressed by the public during the public hearing; and

WHEREAS, the City Council has carefully reviewed and considered the Petition and all materials submitted by SLR in connection therewith and in support thereof; and

WHEREAS, Section 10-9a-506 of the Utah Code requires the legislative body of a municipality to apply a land use zone to property upon annexation; and

WHEREAS, the City's Planning Commission met on March 6, 2014 to conduct a public hearing and consider SLR's request to apply the R-2-10 and C-2 land use zones to the SLR Property and to forward its recommendations to the City Council regarding the same; and

WHEREAS, the Planning Commission has found that the referenced land use zones designations are consistent with the City's General Plan; and

WHEREAS, the City Council is in receipt of the recommendations of the Planning Commission regarding the foregoing, and has carefully considered the same in connection with the actions contemplated by this Ordinance; and

WHEREAS, in light of the foregoing, and after due deliberation, the City Council desires to approve the Petition and proceed with the proposed annexation and other related matters,

NOW THEREFORE, be it and it is hereby ordained by the City Council of Herriman City, Utah, as follows:

SECTION 1. Findings. The City Council does hereby find and determine that the annexation of the Annexation Property as proposed in the Petition is in the best interests of the City and its residents.

SECTION 2. Approval of Annexation; Effective Date. The City Council approves the Petition, approves the annexation of the Annexation Property as described in the Petition, and does hereby annex the Annexation Property into the City. The effective date of such annexation shall be either (i) July 1, 2014, if the Certification of Annexation required under Section 10-2-425 of the Utah Code is issued by the Lt. Governor on or before April 30, 2014, or (ii) January 1, 2015, if such Certificate is issued after April 30, 2014 and before November 1, 2014.

SECTION 3. Zoning For Annexation Property. The City Council hereby applies the following land use zones to the Annexation Property, to be effective immediately upon the effective date of such annexation of such property:

(a) SLR Property: R-2-10 and C-2, in accordance with the map attached hereto as Exhibit F, and with a zoning condition that identifies Areas A, B and C and their assigned densities as indicated on the Preliminary PUD map attached hereto as Exhibit G;

(b) Kennecott Parcel: C-2;

(c) Last Holdout Parcel: A-1;

(d) Existing Subdivision Lots: A-25;

(e) Jordan School District Board of Education: A-1.

SECTION 4. Zoning Map. The Zoning Map of the City is hereby amended to reflect the zoning decisions referenced in Section 3 above.

SECTION 5. Vesting of Development Rights. SLR shall be entitled to such vested development rights as are described in a separate ordinance adopted contemporaneously with this Ordinance.

SECTION 6. Authorized Actions. The Mayor, the City Recorder, the City Manager, and all other officers and employees of the City are hereby authorized and directed to take, in a timely manner, any and all actions required or advisable to be taken to give effect to the annexation hereby approved; including, without limitation, the giving of all notices and the filing of all items required pursuant to Section 10-2-425 of the Utah Code.

SECTION 7. Effective Date. In the interest of public welfare, and for the preservation of property values and rights, this Ordinance shall become effective upon publication or posting, whichever occurs first.

PASSED AND APPROVED by the Council of Herriman, Utah, this 28th day of April, 2014.

HERRIMAN

Mayor Carmen Freeman

ATTEST:

Cindy Quick, Deputy City Recorder

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

VOTING:

Carmen Freeman	Yea X	Nay ___
Mike Day	Yea X	Nay ___
Matt Robinson	Yea X	Nay ___
Craig B. Tischner	Yea X	Nay ___
Coralee Wessman-Moser	Yea X	Nay ___

EXHIBIT A

[Map of Annexation Property.]

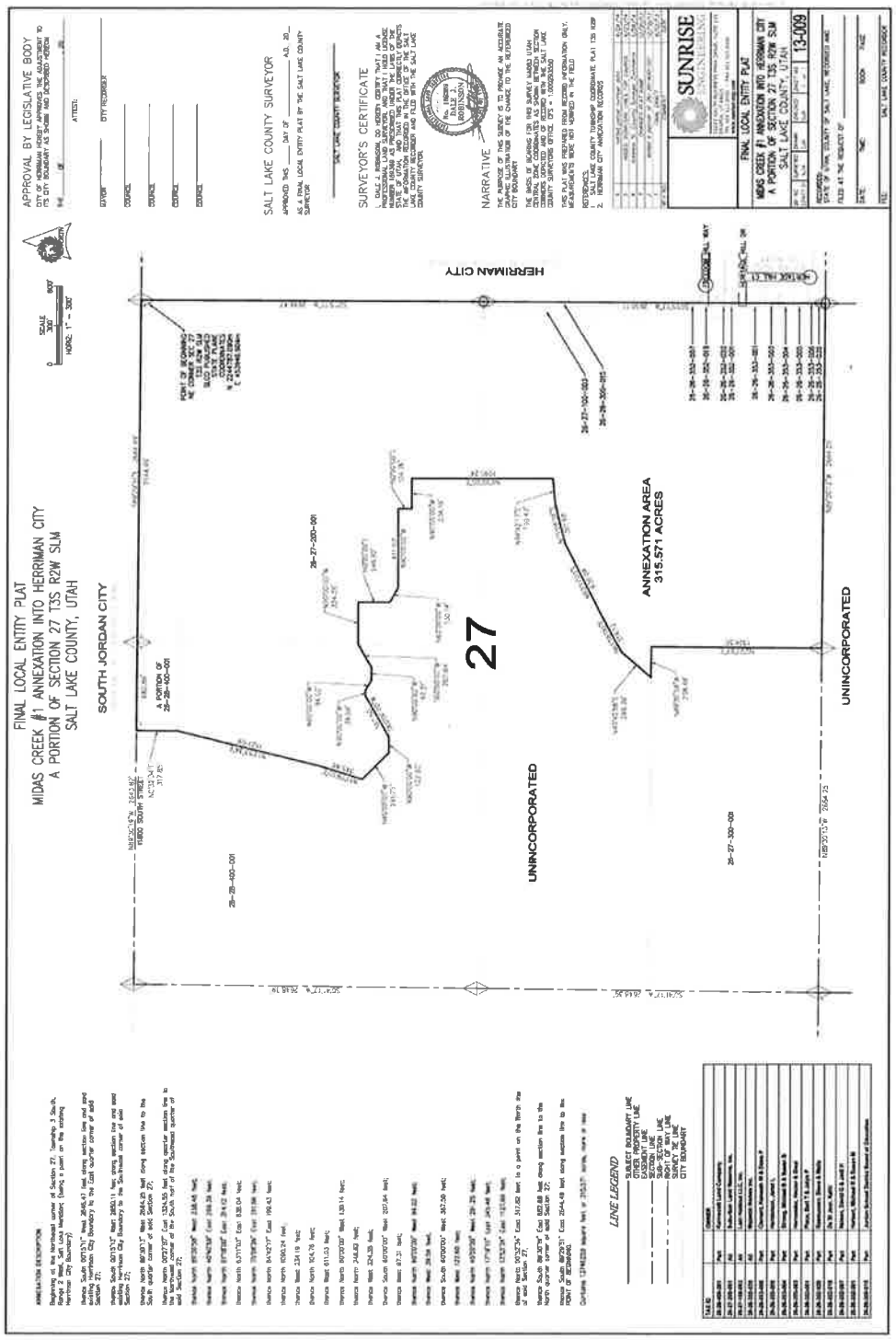


EXHIBIT B

[Here attach Certification and Notice of Annexation Petition.]

CERTIFICATION OF ANNEXATION PETITION

The City Recorder (the "City Recorder") of the Herriman City, Utah (the "City"), does hereby find and certify as follows:

1. The City Recorder is in receipt of the following:

   (a) That certain Annexation Petition filed with the City Recorder on January 30, 2014, by Suburban Land Reserve, Inc. ("SLR"), relating to the proposed annexation of approximately 316 acres of land into the City (the "Petition"); and

   (b) Resolution No. 14.06, adopted by the City Council of the City on February 6, 2014, accepting the Petition for further consideration.

2. The City Recorder, pursuant to the requirements of Section 10-2-405(2)(b) of the Utah Code, has, with the assistance of the City Attorney, determined that the Petition meets the requirements of subsections 10-2-403(3), (4) and (5) of the Utah Code. In particular, the City Recorder has found:

   (a) Section 10-2-403(3)(a). The Petition was filed by SLR in the office of the City Recorder.

   (b) Section 10-2-403(3)(b). The Petition was signed by a representative of SLR. SLR is the only required signatory because:

      i. The total acreage of the private land area identified in the Petition is approximately 316 acres. SLR owns approximately 305 acres of the private land area included in the Petition for annexation. Accordingly, SLR owns more than 50% of the private land area identified in the Petition for annexation.

      ii. No portion of the private land area proposed for annexation is within an agricultural protection area under Title 17, Chapter 41 of the Utah Code.

      iii. No portion of the private land area proposed for annexation is within a migratory bird production area created under Title 23, Chapter 28 of the Utah Code.

      iv. The total value of all private real property within the area proposed for annexation is approximately $7,686,918. The value of the private real property owned by SLR within the area proposed for annexation is not less than $7,138,000. Accordingly, the value of the property owned by SLR exceeds 1/3 of total value of all private real property identified in the Petition for annexation.

   (c) Section 10-2-403(3)(c). The land proposed for annexation is not situated within a township.

(d) Section 10-2-403(3)(d)(i). The Petition was accompanied by (or the City acknowledged position of an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.

(e) Section 10-2-403(3)(d)(ii). The Petition was accompanied by a copy of the Notice of Intent required under Section 10-2-403(2)(a)(i)(B), and a list of the affected entities to which such notice was sent.

(f) Section 10-2-403(3)(e). A notice in substantially the form required by statute was set forth in bold type on the signature page of the Petition.

(g) Section 10-2-403(3)(f). The Petition does not include any property situated outside of Salt Lake County.

(h) Section 10-2-403(3)(g). The Petition identifies a sponsor, provides the mailing address of such sponsor, and identifies such sponsor as the contact sponsor.

(i) Section 10-2-403(4). No portion of the land proposed for annexation in the Petition is included in a previously filed petition that has not been denied, rejected or granted.

(j) Section 10-2-403(5). The Petition does not propose the annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103, or a petition under Section 10-2-125.

3. The Deputy City Recorder does hereby certify the Petition for all purposes of Section 10-2-405(2)(c)(i) of the Utah Code.

IN WITNESS WHEREOF, the City Recorder has executed this Certification of Annexation Petition this 11th day of February, 2014.

Cindy M. Quick

Deputy City Recorder, Herriman City, Utah

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

4850-7548-5463.2

EXHIBIT C

[Notice of Proposed Annexation.]

NOTICE OF PROPOSED ANNEXATION

NOTICE IS HEREBY GIVEN THAT, on January 30, 2014, Suburban Land Reserve, Inc. ("SLR"), filed an Annexation Petition (the "Petition") with Herriman City, Utah (the "City"), proposing the annexation of approximately 316 acres of land (the "Property") into the City. Notice is further given as follows:

1. On February 12, 2014, the City Council received from the City Recorder of the City (the "City Recorder"), a notice of certification of the Petition, in satisfaction of Section 10-2-405(2)(c)(i) of the Utah Code.

2. The Property proposed for annexation consists generally of (i) a large tract of approximately 300 acres owned by SLR, (ii) two tracts of approximately five acres each, owned by separate property owners, (iii) portions of Lot A and Lots #'s 210, 211, 213, 214, 215, 216, 312, 313, and 314 of the Heritage Place Estates Subdivision, (iv) one tract owned by the Jordan Valley School District, and (v) one tract within the 11800 South Street Right of Way, and is generally bounded on the north by South Jordan City, on the east by Herriman City, and on the south and west by large tracts of privately held land in unincorporated Salt Lake County.

3. The complete Petition, and an accurate map and legal description of the area proposed for annexation, is available for inspection and copying at the office of the City Recorder at 13011 South Pioneer Street (6000 West), Herriman, Utah during regular business hours between 7:30 a.m. and 5:30 p.m., Monday through Friday.

4. **The City Council may grant the Petition and annex the Property described in the Petition unless, on or before March 14, 2014, a written protest is filed with the Salt Lake County Boundary Commission, c/o Salt Lake County Clerk, Attn: Sherri Swensen, 2001 South State Street, Salt Lake City, Utah 84190, with a copy of the protest delivered to the City Recorder at 13011 South Pioneer Street (6000), Herriman, Utah 84096. Protests may be filed by the legislative body or governing board of any affected entity, as defined under Section 10-2-401(1)(a) of the Utah Code. A protest may also be filed by property owners if the protest contains the signatures of the owners of private real property that: (i) is located in the unincorporated area within 1/2 mile of the area proposed for annexation, (ii) covers at least 25% of the private land area located in the unincorporated area within ½ mile of the area proposed for annexation, and (iii) is equal in value to at least 15% of all real property located in the unincorporated area within 1/2 mile of the area proposed for annexation.**

5. The area proposed for annexation to the City will also automatically be annexed to a local district providing fire protection, paramedic, and emergency services, or a local district providing law enforcement service, as the case may be, as provided in Section 17B-1-416 of the Utah Code, if:

(A) the City is entirely within the boundaries of a local district:

(I) that provides fire protection, paramedic, and emergency services or law enforcement service, respectively; and

(II) in the creation of which an election was not required because of Subsection 17B-1-214(3)(c) of the Utah Code; and

(B) the area proposed to be annexed to the City is not already within the boundaries of the local district.

6. The Property proposed for annexation to the City will be automatically withdrawn from a local district providing fire protection, paramedic, and emergency services or a local district providing law enforcement service, as the case may be, as provided in Subsection 17B-1-502(2) of the Utah Code, if:

(A) the Property proposed for annexation is within the boundaries of a local district:

(I) that provides fire protection, paramedic, and emergency services or law enforcement service, respectively; and

(II) in the creation of which an election was not required because of Subsection 17B-1-214(3)(c) of the Utah Code; and

(B) the City is not within the boundaries of the local district.

DATED this 13th day of February, 2014.

/s/ City Council, Herriman City, Utah

EXHIBIT D

[Notices to affected entities.]

NOTICE OF PROPOSED ANNEXATION

NOTICE IS HEREBY GIVEN THAT, on January 30, 2014, Suburban Land Reserve, Inc. ("SLR"), filed an Annexation Petition (the "Petition") with Herriman City, Utah (the "City"), proposing the annexation of approximately 316 acres of land (the "Property") into the City. Notice is further given as follows:

1. On February 12, 2014, the City Council received from the City Recorder of the City (the "City Recorder"), a notice of certification of the Petition, in satisfaction of Section 10-2-405(2)(c)(i) of the Utah Code.

2. The Property proposed for annexation consists generally of (i) a large tract of approximately 300 acres owned by SLR, (ii) two tracts of approximately five acres each, owned by separate property owners, (iii) portions of Lot A and Lots #'s 210, 211, 213, 214, 215, 216, 312, 313, and 314 of the Heritage Place Estates Subdivision, (iv) one tract owned by the Jordan Valley School District, and (v) one tract within the 11800 South Street Right of Way, and is generally bounded on the north by South Jordan City, on the east by Herriman City, and on the south and west by large tracts of privately held land in unincorporated Salt Lake County.

3. The complete Petition, and an accurate map and legal description of the area proposed for annexation, is available for inspection and copying at the office of the City Recorder at 13011 South Pioneer Street (6000 West), Herriman, Utah during regular business hours between 7:30 a.m. and 5:30 p.m., Monday through Friday.

4. **The City Council may grant the Petition and annex the Property described in the Petition unless, on or before March 14, 2014, a written protest is filed with the Salt Lake County Boundary Commission, c/o Salt Lake County Clerk, Attn: Sherri Swensen, 2001 South State Street, Salt Lake City, Utah 84190, with a copy of the protest delivered to the City Recorder at 13011 South Pioneer Street (6000), Herriman, Utah 84096. Protests may be filed by the legislative body or governing board of any affected entity, as defined under Section 10-2-401(1)(a) of the Utah Code. A protest may also be filed by property owners if the protest contains the signatures of the owners of private real property that: (i) is located in the unincorporated area within 1/2 mile of the area proposed for annexation, (ii) covers at least 25% of the private land area located in the unincorporated area within ½ mile of the area proposed for annexation, and (iii) is equal in value to at least 15% of all real property located in the unincorporated area within 1/2 mile of the area proposed for annexation.**

5. The area proposed for annexation to the City will also automatically be annexed to a local district providing fire protection, paramedic, and emergency services, or a local district providing law enforcement service, as the case may be, as provided in Section 17B-1-416 of the Utah Code, if:

(A) the City is entirely within the boundaries of a local district:

(III) that provides fire protection, paramedic, and emergency services or law enforcement service, respectively; and

(IV) in the creation of which an election was not required because of Subsection 17B-1-214(3)(c) of the Utah Code; and

(B) the area proposed to be annexed to the City is not already within the boundaries of the local district.

6. The Property proposed for annexation to the City will be automatically withdrawn from a local district providing fire protection, paramedic, and emergency services or a local district providing law enforcement service, as the case may be, as provided in Subsection 17B-1-502(2) of the Utah Code, if:

(A) the Property proposed for annexation is within the boundaries of a local district:

(III) that provides fire protection, paramedic, and emergency services or law enforcement service, respectively; and

(IV) in the creation of which an election was not required because of Subsection 17B-1-214(3)(c) of the Utah Code; and

(B) the City is not within the boundaries of the local district.

DATED this 13th day of February, 2014.

/s/ City Council, Herriman City, Utah

EXHIBIT E

[Notice of April 24, 2014 Public Hearing and Affidavit of Publication.]

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah, will hold a public hearing at 7:00 p.m. on Thursday, April 24, 2014, at the City Council Chambers of Herriman City located at 13011 South Pioneer Street (6000 West), Herriman, Utah, for the purpose of taking public comment in connection with the proposed annexation of approximately 316 acres of land into the City. An Annexation Petition was filed by Suburban Land Reserve, Inc., on January 27, 2014. A copy of the Annexation Petition, including a description of the territory proposed to be annexed into the City, is available for inspection and copying at the office of the City Recorder at 13011 South Pioneer Street (6000 West), Herriman, Utah during regular business hours between 7:30 a.m. and 5:30 p.m., Monday through Friday, and on the City website at www.herriman.org. Following the public hearing, the City Council may adopt an ordinance annexing the property into Herriman City. In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodations to participate in this meeting. Requests for assistance can be made by calling (801) 446-5323, at least 48 hours in advance of the meeting to be attended.

Ordered for notice by the city council on this 14th day of April 2014

/s/Herriman City Council

EXHIBIT E (continued)

[Notice of April 24, 2014 Public Hearing and Affidavit of Publication.]

The Salt Lake Tribune MEDIAONE Deseret News

Remit to: P.O. Box 704005
West Valley City, UT 84170

Order Confirmation for Ad #0000952313-01

Client	HERRIMAN CITY	Payor Customer	HERRIMAN CITY
Client Phone	801-446-5323	Payor Phone	801-446-5323
Account#	9001353644	Payor Account	9001353644
Address	13011 S PIONEER ST HERRIMAN UT 84065 USA	Payor Address	13011 S PIONEER ST HERRIMAN UT 84065
Fax		Ordered By	Acct. Exec
EMail	sdekorver@herriman.org	Cindy	mfultz

Total Amount	$90.68
Payment Amt	$0.00
Amount Due	$90.68

Tear Sheets	Proofs	Affidavits
1	0	1

Payment Method
PO Number: Legal Notice
Confirmation Notes:
Text: Cindy

Ad Type	Ad Size	Color
Legal Liner	1.0 X 51 Li	<NONE>

Product	Placement	Position
Salt Lake Tribune::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	4/17/2014	
Product	Placement	Position
Deseret News::	Legal Liner Notice - 0998	Public Meeting/Hear-ing Notices
Scheduled Date(s):	4/17/2014	
Product	Placement	Position
utahlegals.com::	utahlegals.com	utahlegals.com
Scheduled Date(s):	4/17/2014	

Ad Content Proof Actual Size

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of Herriman City, Utah, will hold a public hearing at 7:00 p.m. on Thursday, April 24, 2014, at the City Council Chambers of Herriman City located at 13011 South Pioneer Street (6000 West), Herriman, Utah, for the purpose of taking public comment in connection with the proposed annexation of approximately 316 acres of land into the City. An Annexation Petition was filed by Suburban Land Reserve, Inc., on January 27, 2014. A copy of the Annexation Petition, including a description of the territory proposed to be annexed into the City, is available for inspection and copying at the office of the City Recorder at 13011 South Pioneer Street (6000 West), Herriman, Utah during regular business hours between 7:30 a.m. and 5:30 p.m. Monday through Friday, and on the City website at www.herriman.org. Following the public hearing, the City Council may adopt an ordinance annexing the property into Herriman City in accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodations for participants at this meeting. Requests for assistance can be made by calling (801) 446-5323, at least 48 hours in advance of the meeting to be attended.
Ordered for notice by the city council on this 14th day of April 2014
/s/Herriman City Council
952313 UPAXLP

4/14/2014 4:57:08PM 1

EXHIBIT F

[Zoning Map]

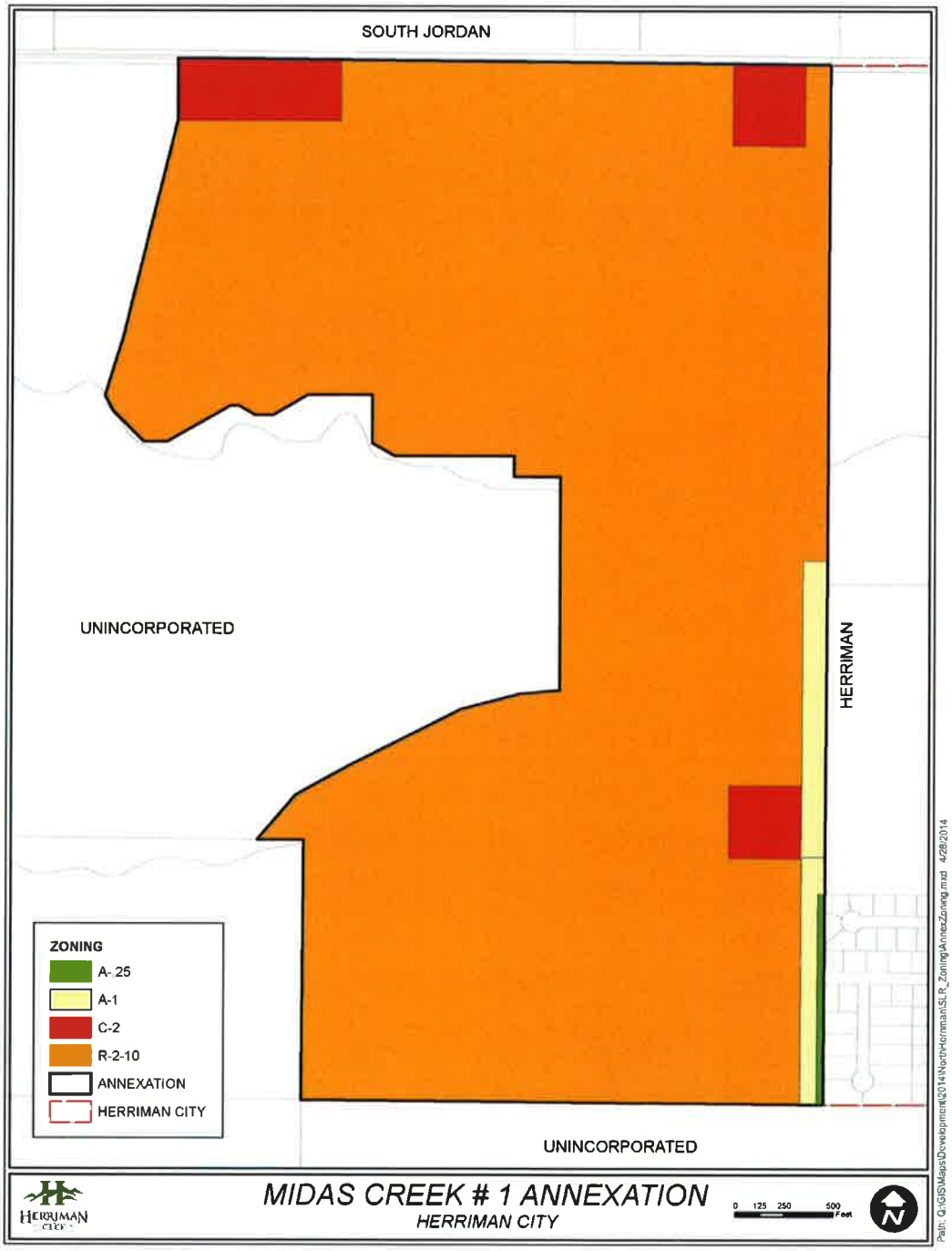


EXHIBIT G

[Preliminary PUD Map]

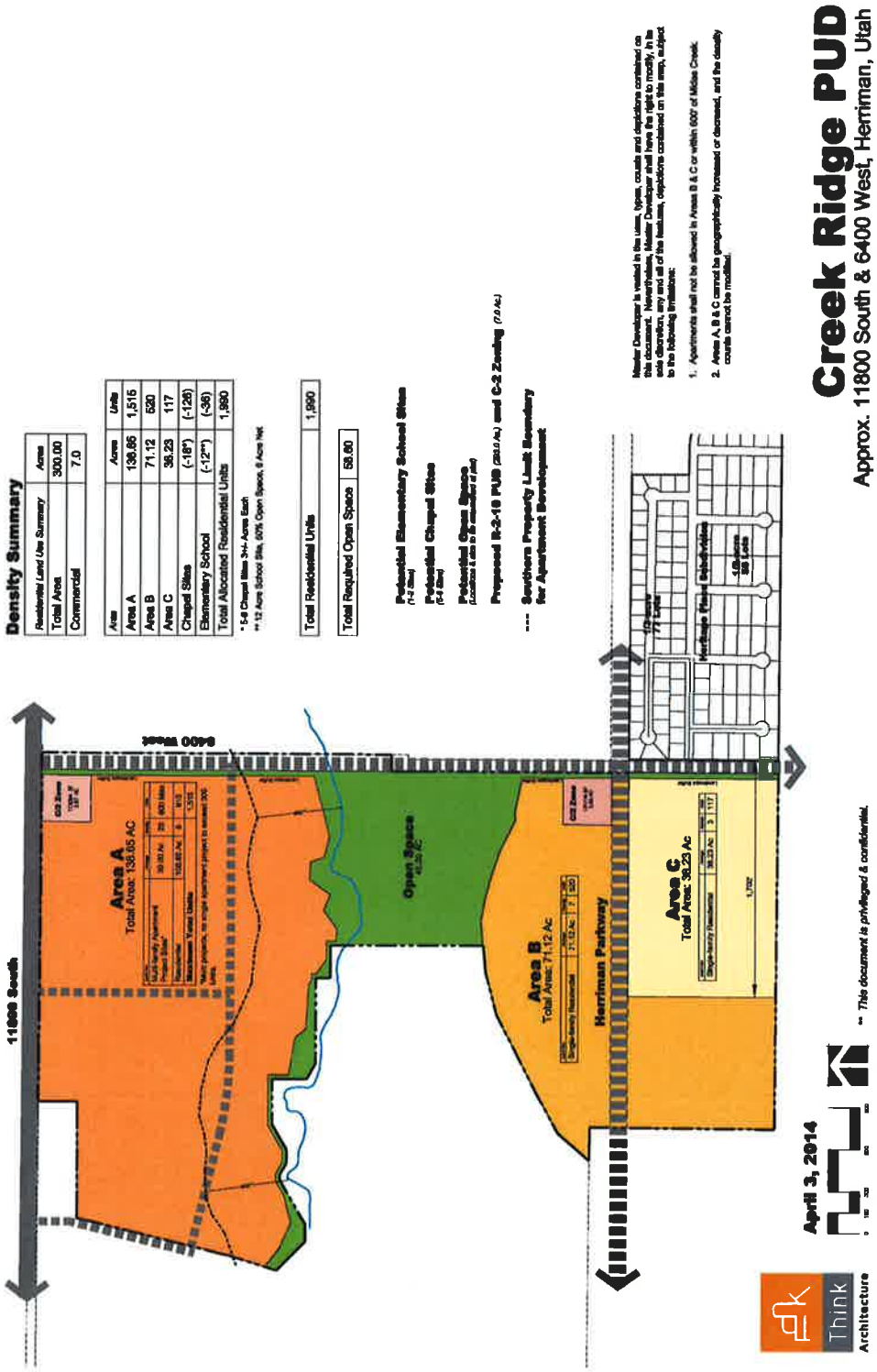


EXHIBIT "O"

PUD Ordinance

ORDINANCE NO. 14-19

AN ORDINANCE AMENDING SECTION 10-20-4 OF THE HERRIMAN CITY CODE TO AUTHORIZE THE SUBMISSION AND APPROVAL OF A PLANNED UNIT DEVELOPMENT PRELIMINARY PLAN, AND THE VESTING OF CERTAIN DEVELOPMENT RIGHTS THEREUNDER; AND RELATED MATTERS.

WHEREAS, on April 28, 2014, the Planning Commission of Herriman City conducted a public hearing relating to a proposed amendment to the Herriman City Code; and

WHEREAS, the proposed amendment authorizes the submission by an applicant in connection with a planned unit development initially consisting of 250 acres or more of contiguous property, to submit a planned unit development preliminary plan, and describes the contents of such preliminary plan and the legal rights that vest upon approval of such preliminary plan; and

WHEREAS, the Planning Commission has recommended that the proposed amendment be approved; and

WHEREAS, the City Council is in receipt of the recommendations of the Planning Commission regarding the foregoing, and has carefully considered the same in connection with the actions contemplated by this Ordinance,

NOW THEREFORE, be it and it is hereby ordained by the City Council of Herriman City, Utah, as follows:

SECTION 1. Findings. The City Council does hereby find and determine that the proposed amendment to the City Code is in the best interests of the City and its residents.

SECTION 2. Amendment. Section 10-20-4 of the Herriman City Code is hereby amended to read in its entirety as follows:

10-20-4: APPROVAL OF PERMIT:

A. Planned unit developments may be allowed in any zoning district, subject to approval of a conditional use permit. An approved planned unit development shall include a final approval letter and a final approved site plan. A conditional use permit for a planned unit development shall not be granted unless the planned unit development complies with the standards for approval of a conditional use permit, the use limitations of the zoning district in which it is to be located, the density and other limitations of such districts and the requirements of this chapter. Compliance with the regulations of this chapter in no sense excuses the developer from the applicable requirements of the subdivision ordinance, except as

modifications thereof are specifically authorized in the approval of the application for the planned unit development. The permit shall be considered in three (3) parts:

1. Submittal to the community development department for analysis;

2. Preliminary approval by the planning commission in a public meeting; and

3. Final approval by the planning commission based on construction drawings and specifications in general accord with that granted in the preliminary approval. (Ord. 06-15, 4-13-2006)

B. The City may grant certain limited development rights to the owner of a proposed planned unit development initially consisting of 250 acres or more of contiguous property, in the manner provided in this Subsection B.

1. Prior to submittal of a planned unit development permit application for consideration and approval under Subsection A above, the applicant with respect to a planned unit development initially consisting of 250 acres or more of contiguous property may submit for approval a planned unit development preliminary plan.

2. The application shall include the following:

a. A schematic drawing showing in general the location of proposed uses and major transportation and open space features;

b. The proposed overall density of residential use;

c. The maximum density of clustered residential use; and

d. Such other matters as the City shall reasonably require.

3. The proposed preliminary plan shall be considered for review by City staff and the planning commission as provided in Sections 10-20-15 and 10-20-16, respectively.

4. Upon approval of a preliminary plan and a related master development agreement, the preliminary plan shall vest in the owner the right to develop the subject property as a planned unit development, subject to the right of the planning commission to approve the final plan in the manner provided in this Chapter, within the parameters set forth in the approved preliminary plan(s) and approved master development agreement.

5. Once the preliminary plan is approved, the plan may be amended whereby the property subject to the preliminary plan may be increased or decreased without limitation.

6. The master development agreement may provide for the following:

a. The property subject to the preliminary plan may be subdivided and the subdivided tracts may be sold to different owners;

b. Each individual owner of a tract within the property may submit final PUD plan applications;

c. Each final PUD plan application shall be independently reviewed;

d. Any grading and drainage plans, landscaping, fencing and screening plans, signs and floodlighting, and site plans are not required as part of the preliminary plan approval, but will be required as part of the final PUD plan approval; and

e. The conditional use permit is not required as part of the preliminary plan approval, but will be required in connection with the final PUD plan.

SECTION 3. Effective Date. In the interest of public welfare, and for the preservation of property values and rights, this Ordinance shall become effective upon publication or posting, whichever occurs first.

PASSED AND APPROVED by the Council of Herriman, Utah, this 28th day of April, 2014.

HERRIMAN

Mayor Carmen Freeman

ATTEST:

Cindy Quick, Deputy City Recorder

Corporate Seal Incorporated HERRIMAN CITY 1999 State of Utah

VOTING:

Carmen Freeman	Yea X	Nay ___
Mike Day	Yea X	Nay ___
Matt Robinson	Yea X	Nay ___
Craig B. Tischner	Yea X	Nay ___
Coralee Wessman-Moser	Yea X	Nay ___

EXHIBIT "P"

Code Amendment Ordinance References

The City acknowledges and agrees that this MDA is itself an ordinance amending the Code. To the extent there are any provisions of the Code , including the City's Vested Laws or the City's Future Laws, that are inconsistent with the terms and conditions of this MDA, the terms of this MDA shall control and govern, and such inconsistent provisions of the Code shall be deemed modified and amended by this MDA. Without limiting the foregoing, the City acknowledges that the following provisions in the Code are amended by this MDA: (a) Section 10-19-13 of the Code only applies to single family homes located within zone classifications solely permitting single family homes; (b) Sections 8-1-18, 8-7-16, 10-1-8, 10-19-22, and 11-7-5 of the Code do not apply to or concern any portion of Backbone Infrastructure or to any On-Site or Off-Site Infrastructure improvements that are installed by Master Developer, a Subdeveloper, or any owner of a Parcel that provide services to more than a single subdivision; and (d) Section 10-19-36 (A) pertains to streets providing access to the Model Home and not streets within the entire subdivision.

EXHIBIT "Q"

MDA Ordinance

ORDINANCE NO. 14-21

AN ORDINANCE VESTING SLR WITH CERTAIN DEVELOPMENT RIGHTS; APPROVING THE EXECUTION AND DELIVERY OF A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY AND SLR, AND ACCEPTING PORTIONS OF THE SAME AS LAND USE ORDINANCES (TO THE EXTENT THEY ARE CONSIDERED LAND USE ORDINANCES); AND RELATED MATTERS.

WHEREAS, by Ordinance No. 14-20, considered and adopted by the City Council of Herriman City, Utah (the "City") concurrently with the adoption of this Ordinance, the City has annexed into its boundaries a tract of land consisting of approximately 300 acres owned by SLR (the "SLR Property"), which tract of land is identified on the annexation survey map attached hereto as Exhibit A; and

WHEREAS, Title 10, Chapter 20 of the Herriman City Code, as amended by Ordinance No. 14-19 adopted concurrent herewith, allows property owners to submit to the City a PUD Preliminary Plan, which PUD Preliminary Plan guides future planning and development efforts relating to property, and the approval of which PUD Preliminary Plan establishes certain vested development rights under the City Code for such property; and

WHEREAS, SLR, in anticipation of the annexation of the SLR Property into the City, submitted to the City, on February 24, 2014, a PUD Preliminary Plan, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the City's Planning Commission met on April 17, 2014 to consider and review SLR's proposed PUD Preliminary Plan; and

WHEREAS, the Planning Commission found that the proposed PUD Preliminary Plan for the SLR Property is consistent with the City's General Plan, and is in the best interests of and will promote the welfare of the residents of the City; and

WHEREAS, based upon such findings, the Planning Commission approved SLR's PUD Preliminary Plan, in accordance with Sections 10-20-15 and 10-20-16 of the City Code; and

WHEREAS, attached hereto as Exhibit C is a proposed Master Development Agreement between the City and SLR (the "MDA") which, among other things, documents the vested development rights to be granted to SLR under the PUD Preliminary Plan; and

WHEREAS, the MDA may modify, in certain respects, the operation of the City Code pertaining to the SLR Property, and may to that extent be considered a "land use ordinance;" and

WHEREAS, on April 28, 2014, the Planning Commission conducted a public hearing regarding the MDA, and recommended its approval by the City Council to the extent it is considered a land use ordinance,

NOW THEREFORE, be it ordained by the City Council of Herriman City, Utah, as follows:

SECTION 1. Findings. The City Council hereby finds and determines that the actions to be taken by the City Council herein are taken after giving full and careful consideration to the recommendations of the Planning Commission, after conducting a public hearing in connection with the MDA, and after full and careful discussion and deliberation by the members of the City Council, and are in the best interests of and will promote the welfare of the residents of the City.

SECTION 2. MDA. The Master Development Agreement is hereby approved, and the Mayor and City Recorder are hereby authorized and directed to execute and deliver the same, with such minor changes from the form thereof attached hereto as Exhibit B as shall be approved by the Mayor and SLR and as shall not materially alter the rights, privileges and obligations of the City and SLR, the Mayor's execution of the MDA to constitute evidence of any such approval. The MDA shall constitute a "Master Development Agreement" for all purposes of the City Code. The MDA shall, to the extent it alters or affects the application of City Code provisions to the development of the SLR Property, be considered a land use ordinance, and the City Code is, to such extent, hereby amended.

SECTION 3. VESTED RIGHTS.

a. By the City's acceptance and approval of the PUD Preliminary Plan there is vested, under and in accordance with applicable City Code, in SLR on and with respect to the SLR Property, the development rights described in the PUD Preliminary Plan and the MDA, including specifically the right to: (i) develop 1,515 residential dwelling units in Area A, 520 residential dwelling units in Area B, and 117 residential dwelling units in Area C, which shall include the right to develop two 300 unit multi-family apartments (not to exceed three stories), (ii) develop 304,920 square feet of non-residential space, and (iii) develop the land uses as set forth in the PUD Preliminary Plan and the MDA, with a total commitment of Open Space (as defined in the MDA) of not to exceed 58.6 acres.

(b) The City Council may in the future exercise its discretion, consistent with the PUD Preliminary Plan and the MDA, to determine and establish the development standards, design guidelines, and specific land use locations, configurations and allocations regarding development of the SLR Property, provided that in exercising such discretion, the City Council shall not direct development patterns in a manner that unreasonably inhibits realization of the vested rights described above and in the approved PUD Preliminary Plan and the MDA.

SECTION 4. Effective Date. In the interest of preserving property values and promoting public welfare, this Ordinance shall become effective immediately upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED by the Council of Herriman, Utah, this 28th day of April, 2014.

HERRIMAN

Mayor Carmen Freeman

ATTEST:

Cindy Quick, Deputy City Recorder

VOTING:

Carmen Freeman	Yea X	Nay ___
Mike Day	Yea X	Nay ___
Matt Robinson	Yea X	Nay ___
Craig B. Tischner	Yea X	Nay ___
Coralee Wessman-Moser	Yea X	Nay ___

EXHIBIT A

[Here attach map depicting the SLR Property.]

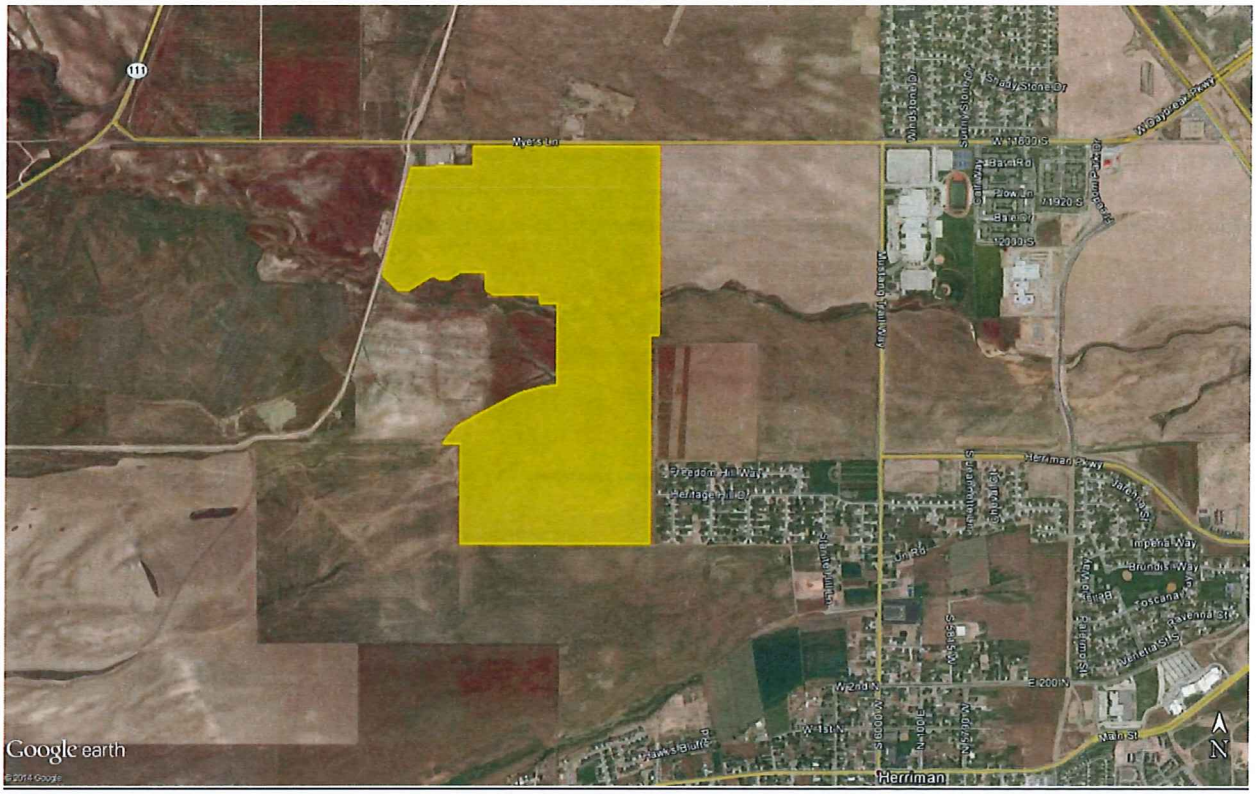


EXHIBIT B

[Here attach PUD Preliminary Plan.]

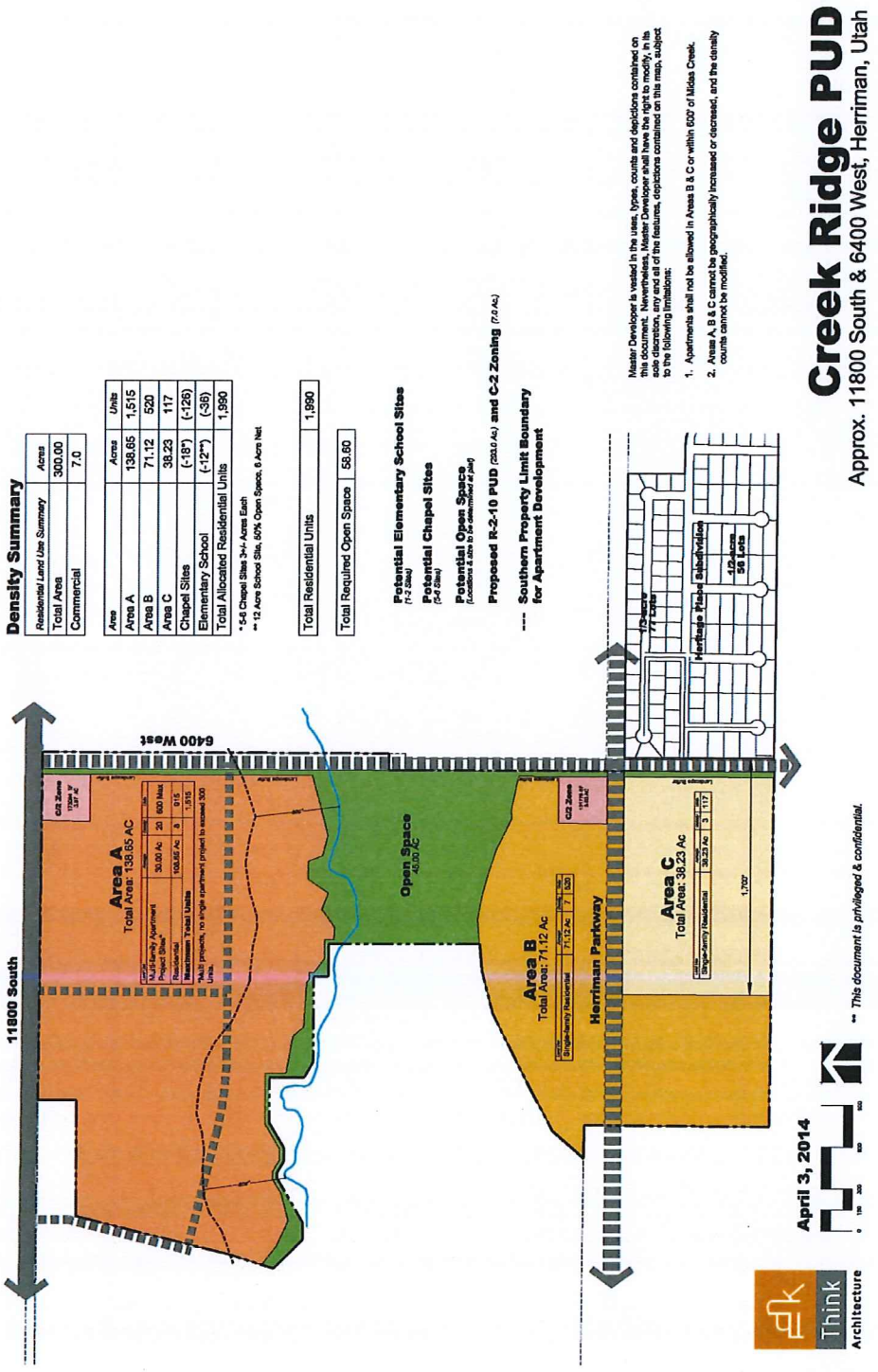


EXHIBIT C

[Here attach Master Development Agreement.]