WHEN RECORDED, RETURN TO:

LOYAL C. HULME
KIRTON McCONKIE
1800 WORLD TRADE CENTER AT CITY CREEK
60 EAST SOUTH TEMPLE
SALT LAKE CITY UT 84111

APN: 26-27-200-001-0000

MASTER DEVELOPMENT AGREEMENT
FOR
CREEK RIDGE

DATED: April 24, 2014

TABLE OF CONTENTS

RECITALS 1
TERMS 2
1. **Incorporation of Recitals and Exhibits/ Definitions** 2
1.1. **Incorporation** 2
1.2. **Definitions** 2
1.2.1. Act 3
1.2.2. Administrative Action 3
1.2.3. Administrative Modifications 3
1.2.4. Administrator 3
1.2.5. Applicant 3
1.2.6. Area or Areas 3
1.2.7. Area A 3
1.2.8. Area B 3
1.2.9. Area C 3
1.2.10. Assessment Area 3
1.2.11. Association Declaration(s) 3
1.2.12. Backbone Infrastructure 4
1.2.13. Building Permit 4
1.2.14. Buildout 4
1.2.15. CC&Rs 4
1.2.16. City 4
1.2.17. City Consultants 4
1.2.18. City Infrastructure 4
1.2.19. City's Future Laws 5
1.2.20. City's Vested Laws 5
1.2.21. Code 5
1.2.22. Commercial Site Plan 5
1.2.23. Community Park 5

1.2.24. Council 5
1.2.25. Council Modification 5
1.2.26. Culinary Water System Improvements 5
1.2.27. Default 6
1.2.28. Denied or Denial 6
1.2.29. Density 6
1.2.30. Design Guidelines 6
1.2.31. Development Application 6
1.2.32. Development Report 6
1.2.33. Development Standards 6
1.2.34. Effective Date 6
1.2.35. Final Plat 6
1.2.36. General Plan 6
1.2.37. General Plan Amendment Ordinance 7
1.2.38 Hard Costs 7
1.2.39. Homeowner Association(s) (or "HOA(s)") 7
1.2.40. Impact Fee Facility Plan 7
1.2.41. Impact Fees 7
1.2.42. Infrastructure Plan 7
1.2.43. Intended Uses 7
1.2.44. Interest Rate 7
1.2.45. Irrigation and Landscaping System Improvements 7
1.2.46. JVWCD 7
1.2.47. Local Park 8
1.2.48. Master Developer 8
1.2.49. Maximum Residential Units 8
1.2.50. MDA 8
1.2.51. MDA Ordinance 8
1.2.52. Modification Application 8
1.2.53. Neighborhood Park 8
1.2.54. Non-City Agency 8

1.2.55. Notice 8
1.2.56. Off-Site Infrastructure 8
1.2.57. On-Site Infrastructure 9
1.2.59. Open Space 9
1.2.59 Ordinances 10
1.2.60. Outsourc[e][ing] 10
1.2.61. Parcel 10
1.2.62. Phase 10
1.2.63. Planning Commission 10
1.2.64. Planning Commission Modification 10
1.2.65. Preliminary PUD 10
1.2.66. Project 11
1.2.67. Project Guidelines 11
1.2.68. Property 11
1.2.69. PUD Ordinance 11
1.2.70. Regional Open Space 11
1.2.71. Regional Park 11
1.2.72. Reimbursement Agreement 12
1.2.73. Residential Dwelling Unit 12
1.2.74. Secondary Water System Improvements 12
1.2.75. Sewer System Improvements 12
1.2.76. Sidewalk Improvements 12
1.2.77. Soft Costs 12
1.2.78. Storm Drain System Improvements 12
1.2.79. Street Light System Improvements 12
1.2.80. Street System Improvements 13
1.2.81. Subdeveloper 13
1.2.82. Subdivision 13
1.2.83. Subdivision Application 13
1.2.84. Subdivision Site Plan 13
1.2.85. Substantial Completion or Substantially Completed 13

1.2.86. SVSD 13
1.2.87. System Improvement 13
1.2.88. Traffic Signage, Striping, and Controls 13
1.2.89. Transportation Master Plan 14
1.2.90. Zone 14
1.2.91. Zoning and Vesting Ordinance 14
1.2.92. Zoning Map 14

2. **Development of the Project; PUD Approval** 14

3. **Development of the Property** 15
3.1. **Project Maximum Density** 15
3.2. **Parcels Intended Uses and Densities** 15
3.3. **Use of Density** 15
3.3.1. Density Transfer 16
3.3.2. Conversion of Property to Different Zone Classification 17
3.4. **Accounting for Density for Parcels** 17
3.5. **Accounting for Density for Parcels Sold to Subdevelopers** 17
3.5.1. Return of Unused Density 18
3.6. **Parcel Sales** 18
3.7. **Development within the Property** 18
3.8. **Commencement of Development Activity** 19
3.9. **Street Lighting** 19

4. **Development Applications** 19

5. **Zoning and Vested Rights** 19
5.1. **Current Zoning** 20
5.2. **Vested Rights Granted by Approval of this MDA** 20
5.2.1. Exceptions 20
5.2.1.1. *Election to Use City's Future Laws* 20
5.2.1.2. *Compliance with State and Federal Laws* 21
5.2.1.3. *Safety Code Updates* 21

5.2.1.4. *Taxes* 21
5.2.1.5. *Fees* 21
5.2.1.6. *Countervailing, Compelling Public Interest* 21
5.2.1.7. *Impact Fees* 21
5.3. **Legislative Action** 22
5.4. **Term of MDA** 23
6. **Approval Processes and Modification of MDA** 23
6.1. **Approval Processes for Development Applications** 23
6.1.1. Phasing 23
6.1.2. Processing Under City's Vested Laws 24
6.1.3. City's Cooperation in Processing Development Applications 24
6.2. **Administrative Actions** 24
6.2.1. Administrative Actions Defined 24
6.2.2. Information Contained in a Development Application for an Administrative Action 24
6.2.3. Administrator Review 25
6.2.4. Development Standards 25
6.2.5. City Approval or Denial of a Development Application 27
6.2.6. Re-submittal of Development Applications 27
6.3. **Material Actions** 28
6.3.1. Material Actions Defined 28
6.3.2. Information Contained in a Development Application Requiring Material Action 28
6.4. **General Provisions Regarding All Development Applications and Approvals** 28
6.4.1. Application Fees 28
6.4.2. No Construction Without Approval 28
6.4.3. Standard Review Fees 29
6.4.4. Processing of Development Applications 29
6.4.5. Additional Terms, Provisions and Conditions Related to Development Applications 29

6.4.6. Request for City Council Review 30
6.5. **Outsourcing of Processing of Development Applications** 30
6.6. **Non-City Agency Reviews** 31
6.7. **Acceptance of Certifications Required for Development Applications** 31
6.8. **Expert Review of Certifications Required for Development Applications** 32
6.8.1. Selection of City Consultants for Review of Certifications Required for Development Applications 32
6.9. **Independent Technical Analyses for Development Applications** 32
6.10. **City Denial of a Development Application** 32
6.11. **Meet and Confer Regarding Development Application Denials** 33
6.12. **City Denials of Development Applications Based on Denials from Non-City Agencies** 33
6.13. **Mediation of Development Application Denials** 33
6.13.1. Issues Subject to Mediation 33
6.13.2. Mediation Process 33
6.14. **Arbitration of Development Application Objections** 33
6.14.1. Issues Subject to Arbitration 34
6.14.2. Mediation Required Before Arbitration 34
6.14.3. Arbitration Process 34
6.15. **Parcel Sales** 35
6.16. **Modifications to this MDA** 35
6.16.1. Administrative Modifications 35
6.16.2. Planning Commission Modifications 36
6.16.3. Council Modifications 36
6.16.4. Contents of Modification Applications 37
6.16.5. Resolution of Objections/Denial of Modification Applications ... 37
7. **Open Space** 38
7.1. **Conveyance of Regional Open Space** 38
7.2. **Creation of Additional Open Space** 38

7.3. **Dedication/Conveyance of Open Space** ... 39

7.4. **Relationship Between Development and Construction of Open Space, Local Parks, Neighborhood Parks, Community Parks, and Trails** ... 40

7.5. **Park Impact Fees** ... 41

7.6. **Reimbursement of Open Space Improvements** ... 41

7.7. **Maintenance of Open Space, Local Parks, Neighborhood Parks, Community Parks, Regional Parks, and Trails** ... 41

7.8. **Regional Recreation Improvements** ... 42

7.9. **Public/Quasi-Public Purposes** ... 43

7.10. **Tax Benefits** ... 44

8. **Public Improvements** ... 44

8.1. **Backbone Infrastructure** ... 44

8.1.1 Acquisition of Rights-of-Way ... 44

8.1.2. Design of Backbone Infrastructure ... 45

8.1.3. Installation and Construction of Backbone Infrastructure ... 46

8.1.4. Phasing of Backbone Infrastructure ... 47

8.1.5. Assumption of the City's Obligations ... 48

8.1.6. Modifications to Design of Backbone Infrastructure ... 48

8.1.7. Modifications of Location of Backbone Infrastructure ... 49

8.1.8. Financial Obligations for Backbone Infrastructure ... 49

8.2. **On-Site Infrastructure** ... 51

8.2.1. Installation and Construction of On-Site Infrastructure ... 51

8.2.2. Financing of On-site Infrastructure and Off-Site Infrastructure ... 51

8.3. **Approval of Development Applications; Governing Nature of MDA** 52

8.4. **No Additional Off-Site Infrastructure Requirements** ... 53

8.5. **Water** ... 53

9. **Cable TV/Fiber Optic/Data/Communications Service** ... 54

10. **CC&Rs, Design Guidelines and Association Declarations** ... 55

11. **Payment of Fees** ... 56

11.1. **General Requirement of Payment of Fees** ... 56

11.2. **Infrastructure Built by Master Developer** 56
11.3. **Reimbursement for "Upsizing"** 56

12. **Construction Standards and Requirements** 56
12.1. **Separate Security for Landscaping** 56
12.2. **Building Permits** 56
12.3. **City and Other Governmental Agency Permits** 57
12.4. **Construction Staging** 57

13. **On-Site Processing of Natural Materials** 58

14. **Provision of Municipal Services** 58

15. **Future Property Which May be Included in this MDA** 58

16. **Default** 59
16.1. **Notice** 59
16.2. **Contents of the Notice of Default** 59
(a) Claim of Default 59
(b) Identification of Provisions 59
(c) Specify Materiality 59
(d) Optional Proposed Cure 59
16.3. **Meet and Confer, Mediation, Arbitration** 59
16.4. **Remedies** 59
(a) Legal Remedies 59
(b) Self-help 60
(c) Enforcement of Security 60
(d) Withholding Further Development Approvals 60
16.5. **Public Meeting** 60
16.6. **Emergency Defaults** 60
16.7. **Extended Cure Period** 61
16.8. **Cumulative Rights** 61

17. **Notices** 61
17.1. **Effectiveness of Notice** 61

(a) Physical Delivery 62
(b) Electronic Delivery 62
(c) Mail Delivery 62

18. **Estoppel Certificate** 62

19. **Attorneys' Fees** 62

20. **Entire Agreement** 62

21. **Headings** 62

22. **No Third Party Rights/No Joint Venture** 62

23. **Assignability** 63
23.1. **Certain Sales not an Assignment** 63
23.2. **Related Party Transfer** 63
23.3. **Notice** 63
23.4. **Partial Assignment** 63
23.5. **Assignee Bound by this MDA** 63
23.6. **Release of Master Developer** 64

24. **Binding Effect** 64

25. **No Waiver** 64

26. **Severability** 64

27. **Force Majeure** 64

28. **Time is of the Essence** 65

29. **Appointment of Representatives** 65

30. **Mutual Drafting** 65

31. **Applicable Law** 65

32. **Venue** 65

33. **Recordation and Running with the Land** 65

34. **Authority/Approval by Ordinance** 65

35. **Effectiveness of MDA** 66

TABLE OF EXHIBITS 70

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 in the future to substantiate the collection of Impact Fees as required by State law.

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 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, along with the associated Conditional Use Permit, for a portion of the Property by the Planning Commission granted on _____, 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. Upon issuance of the conditional use permit with respect to the PUD, the conditional use permit shall thereafter continue in perpetuity, unless it is revoked due to a violation of such permit. Master Developer and/or a Subdeveloper may file separate applications for final PUD approval in phases based upon the Parcels to be developed in accordance with Development Applications. As such, while the Preliminary PUD shall apply to all of the Areas, final PUD approval will be issued in phases. Applications for final PUD approval shall satisfy the requirements set forth in Chapter 20 of the Code, provided, however, any Open Space requirements will be applied to the Property as a whole and not to any specific development within the Property.

Inasmuch as the Preliminary PUD is conceptual in nature, 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. 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 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 124-138, 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, as the case may be. 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 grants Master Developer all rights to develop the Project in accordance with the terms and conditions of this MDA and the Preliminary PUD. This MDA is an ordinance adopted by the City through its legislative power and shall 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(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. Once a Development Application is approved, Master Developer and/or Subdeveloper shall be vested in such approval and the City may not modify or supplement the Development Application by imposing any additional duties, obligations, or responsibilities on Master Developer and/or Subdeveloper, unless and until they expire pursuant to the terms of this MDA and/or Vested Laws.

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 Master Developer and/or Subdeveloper satisfies all conditions for reimbursement so long as the Open Space, Neighborhood Parks, Community Parks, or Trails are located within the Impact Fee Facility Plan.

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 Salt Lake County does not make a decision regarding the placement and construction of the regional recreational facility within two (2) years after the Regional Open Space is dedicated to the City 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. 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 and/or obtain reimbursement through a Reimbursement Agreement.

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.

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 and/or obtain reimbursement through a Reimbursement Agreement.

(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. 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	CITY
Suburban Land Reserve, Inc.	City of Herriman
_____	_____
By: _____	By: Carmen Freeman
Its: _____	Its: Mayor
Approved as to form and legality:	Attest:
_____	_____
John Brems	_____
City Attorney	City Recorder

CITY ACKNOWLEDGMENT

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

On the _____ day of _____, 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.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

DEVELOPER ACKNOWLEDGMENT

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 Utah _____ , 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.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

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

Exhibit "C"

Preliminary PUD

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.; 7-9-1 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.; 9-4-1 et seq.; 10-1-1 et seq.; 10-2-1 et seq.; 10-9B-1 et seq.; 10-13B-1 et seq.; 10-19-1 et seq.; 10-20-1 et seq.; 10-21-1 et seq.; 10-23-1 et seq.; 10-24-1 et seq.; 10-25-1 et seq.; 11-1-1 et seq.; 11-2-1 et seq.; 11-2-1 et seq.; 11-4-1 et seq.; 11-5-1 et seq.; 11-7-1 et seq.; and 11-9-1 et seq.

- Herriman City Development Standards, Engineering Requirements and Supplemental Specifications for Public works Projects, 6th Edition, 2011

Exhibit "E"

Infrastructure Plans

[Need to attached infrastructure plans for 11800 South Street, 6400 West Street and Herriman Parkway]

Exhibit "F"

Backbone Infrastructure

Exhibit "G"

Project Guidelines

Exhibit "H"

Zoning Map

[NEED TO INSERT 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.]

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.PUDApplication 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:

A. Developer developed a subdivision known as _____ that is located at approximately_____.

B. As part of such development, Developer installed or caused to be installed approximately _____ linear feet of street improvement and related facilities to _____ from approximately _____ to _____ ("Street Improvements"); and approximately _____ linear feet of storm drains and related facilities located in ____, from approximately _____ to _____ ("Storm Drain Improvements'); and approximately _____ linear feet of water line and related facilities located at approximately _____ from approximately _____ to_____ ("Culinary Water Improvements"); and approximately _____ linear feet of water line and related facilities located at approximately ___ _____ from approximately _____ to_____ ("Secondary Water Improvements"); and approximately _____ linear feet of sewer line and related facilities located at approximately _____ from approximately _____ to_____ ("Sewer Water Improvements"); and certain improvements as Open Space, a Neighborhood Park, Community Park, Regional Park, and Trails located on the Property ("Open Space Improvements"); and performed any of the City's obligations under the Master Development Agreement dated as of April 24, 2014 ("City's Obligations"). The Storm Drain Improvements, Culinary Water Improvements, Secondary Water Improvements, Sewer Water Improvements, and Open Space Improvements are collectively referred to herein as the "Improvements."

[THE SPECIFIC IMPROVEMENT FOR WHICH REIMBURSEMENT IS SOUGHT WILL BE SPECIFIED]

C. Developer has dedicated or intends to convey the Street Improvements, Storm Drain Improvements, and Secondary Water Improvements, to the City as provided herein, and dedicate and/or convey the Culinary Water Improvements to the Jordan Valley Water Conservancy District ("JVWCD"), and dedicate and/or convey the Sewer Improvements to the South Valley Sewer District ("SVSD"). If the Developer elects to dedicate the Open Space Improvements to the City, the Developer has dedicated and/or conveyed to the City the Open Space Improvements (the Street Improvements and Storm Drain Improvements are collectively referred to as "Improvements").

D. 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. **Dedication**. The City and Developer hereby acknowledge that the rights of way for the Street Improvements have been dedicated to the City.

Section 2. **Conveyance of Improvements**. Upon completion of the Improvements, Developer shall convey the Improvements to the City (or to JVWCD or SVSD, as the case may be) via a Bill of Sale warranting title to the Improvements that they are free and clear of any liens and encumbrances, but not containing any other warranties. Other than the warranty contained in Section 4 below, Developer does not make any representations or warranties to the City (or to JVWCD or SVSD).

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 acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory that all labor, materials, equipment, rental, and other costs incurred in performing the Work have been paid in full and that the Improvements will be conveyed free and clear of all liens.

Section 4. **Warranty**. To the fullest extent allowed by law, in the event the Developer or its agents, servants, engineers, or contractors design the Improvements, Developer shall warrant to the City that the Improvements are free and clear of any material design defects for a period of one year after conveyance to the City. In the event the City or the City's agents, servants, engineers, or contractors design the Improvements, the Developer shall not make any warranties regarding design defects. Developer represents, warrants, and certifies to the City that all work performed and materials used in connection with the Improvements are free from defect and material or workmanship; and all work performed and materials used shall conform to approved City specifications and applicable construction codes and local laws and ordinances regarding the construction of similar facilities; and that the material used is free from defect in design or otherwise suitable for their intended purpose. The warranty set forth in this section shall expire one year after the date on which the City accepts conveyance of the Improvements.

Section 5. **Reimbursement**. The Improvements are system improvements as that term is defined by the City and Utah Code Ann. § 11-36-101, et seq. and are subject to reimbursement. Subject to the limitations described below, the City shall reimburse Developer for the costs (including both Soft Costs and Hard Costs) of the Improvements. The term "Hard Costs" means the actual reasonable cost associated with the installation and construction of the Improvements, including the costs of materials, contractor's insurance, and contractor's overhead. The term "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 Improvements. Payment of such amounts shall be subject to and made as follows:

(a) Storm Drain Improvements. As full and complete reimbursement for the Storm Drain Improvements, the City will pay to the Developer one hundred percent (100%) of the storm drain 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 the costs of such Storm Drain Improvements. 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.

(b) Street Improvements. As full and complete reimbursement of the Street Improvements the City will pay to the Developer one hundred percent (100%) of the transportation impact fees generated and collected from within the area identified on exhibit "C." Prior to such amounts being paid to Developer, the Developer shall submit substantiation that is acceptable to the City of the cost of the Street Improvements. 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.

(c) Culinary Water Improvements. As full and complete reimbursement for the Culinary Water Improvements, the City will pay to the Developer one hundred percent (100%) of the water impact fees/water rights impact fees collected from within the area identified in exhibit "B." Prior to such amounts being paid to Developer, the Developer shall submit substantiation that is acceptable to the City of the cost of the Culinary Water Improvements. 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.

(d) Secondary Water Improvements. As full and complete reimbursement for the Culinary Water Improvements, the City will pay to the Developer one hundred percent (100%) of the secondary water impact fees collected from within the area identified in exhibit "__." Prior to such amounts being paid to Developer, the Developer shall submit substantiation that is acceptable to the City of the cost of the Secondary Water Improvements. 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.

(e) Sewer Improvements. As full and complete reimbursement for the Sewer Improvements, the City will pay to the Developer one hundred percent (100%) of the water infrastructure impact fees collected from within the area identified in exhibit "__." Prior to such amounts being paid to Developer, the Developer shall submit substantiation that is acceptable to the City of the cost of the Culinary Water Improvements. 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.

(f) Open Space Improvements. As full and complete reimbursement for the Open Space Improvements, the City will pay to the District one hundred percent (100%) of the water infrastructure impact fees collected from within the area identified in exhibit "B." Prior to such amounts being paid to Developer, the Developer shall submit substantiation that is acceptable to the City of the cost of the Culinary Water Improvements. 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.

[THE ABOVE PROVISIONS WILL BE REVISED BASED UPON THE TERMS OF THE MDA AND THE REIMBURSEMENT FOR WHICH DEVELOPER SEEKS]

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 to which the City may be entitled pursuant to the warranty under 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 under the warranty provided in Section 4 of this Agreement.

Section 7. **Impact Fees**. The Developer acknowledges and agrees that development of _____ 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, is valid and binding, and does not violate any constitutional provisions; provided, however Developer does not waive any rights as set forth in the Master Development Agreement dated as of April 24, 2014.

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_____
Carman Freeman, Mayor
Dated: _____

ATTEST:

_____
_____, City Recorder

DEVELOPER

_____,
a _____

By _____
Its: _____
Dated: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Carman 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

[TO BE DEVELOPED AND INSERTED]

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 any 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. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from Herriman City.

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 pertaining to fire hazard control.

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. 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%. All fences and walls require a building permit from Herriman City and must have prior written approval of the Committee.

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. For additional information contact Herriman City, Utah.

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 there is an affirmative vote to terminate this Declaration by the then Owners (based upon one vote per lot) casting sixty-seven percent (67%) of the total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. If the necessary votes and consents for the termination of this Declaration are obtained, 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. This Declaration may be amended by recording in the office of the Salt Lake 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. The Declaration may be amended at any time if at least sixty-seven percent (67%) of the votes cast by all Owners shall be in favor of the Amendment.

3.3. Until 90% of the total Lots to be developed within the Property are sold, Declarant can modify Declaration to accommodate any public use, school use, park use, church use, or street or easement use.

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, and these do not limit the City's ability to apply its ordinances. 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. 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

EXHIBIT "N"

Zoning and Vesting Ordinance

[TO BE DEVELOPED AND INSERTED]

EXHIBIT "O"

PUD Ordinance

EXHIBIT "P"

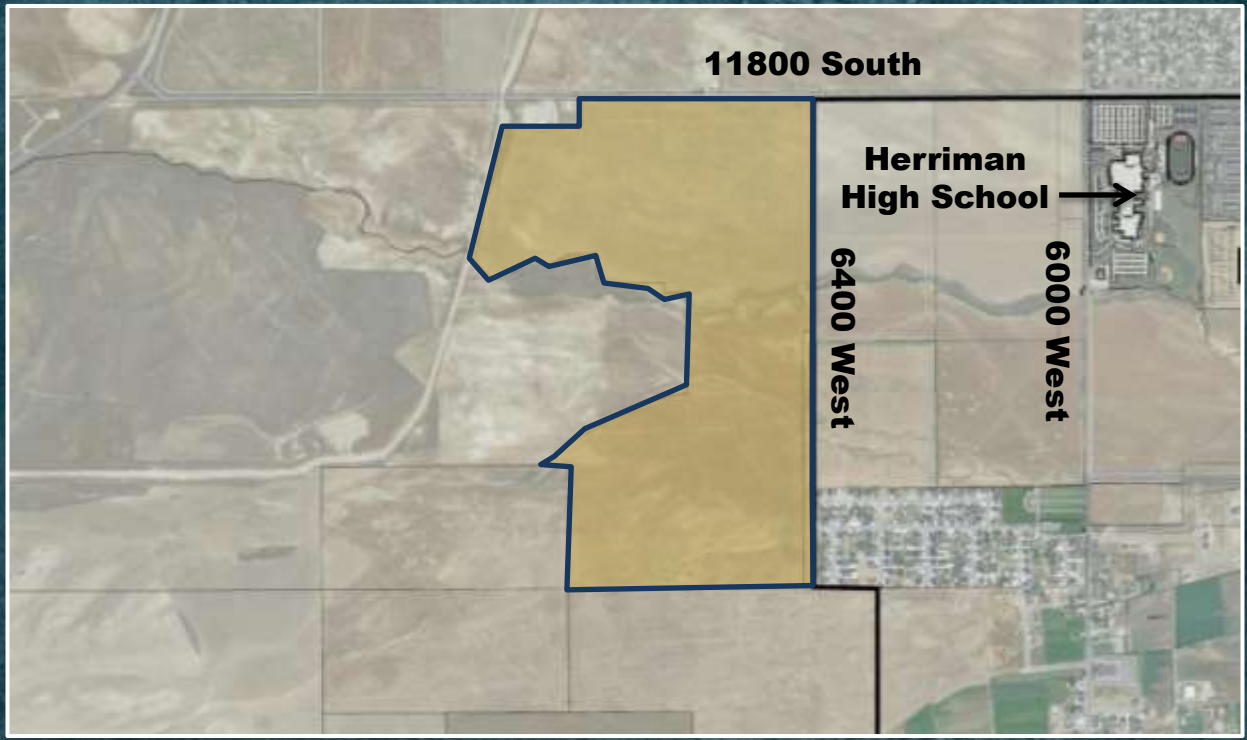
Code Amendment Ordinance

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 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, 10-1-8, 10-19-22, and 11-7-5 of the Code do not apply where the City agrees to install infrastructure improvements through a development agreement or as part of system or regional improvements; (c) .

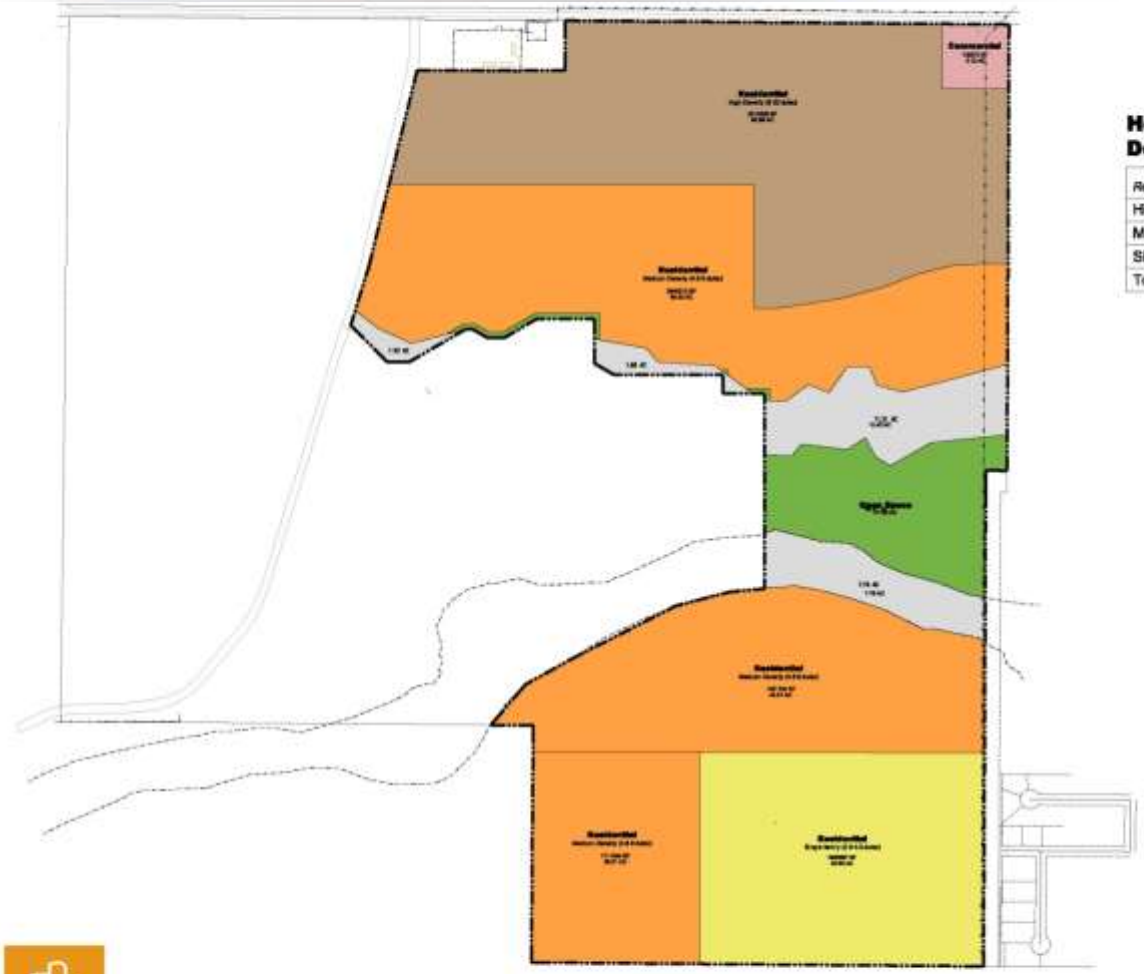
EXHIBIT "Q"

MDA Ordinance

Creek Ridge PUD



Creek Ridge



Herriman General Plan
Density Summary

Residential Land Use Type	Acres	Density Low	Density High	Units (Low)	Units (High)
High-density Residential	80.65	8	20	645	1,613
Medium-density Residential	130.94	4.6	8	602	1,047
Single-family Residential	43.63	2.6	4.5	113	196
Total Residential				1,360	2,856

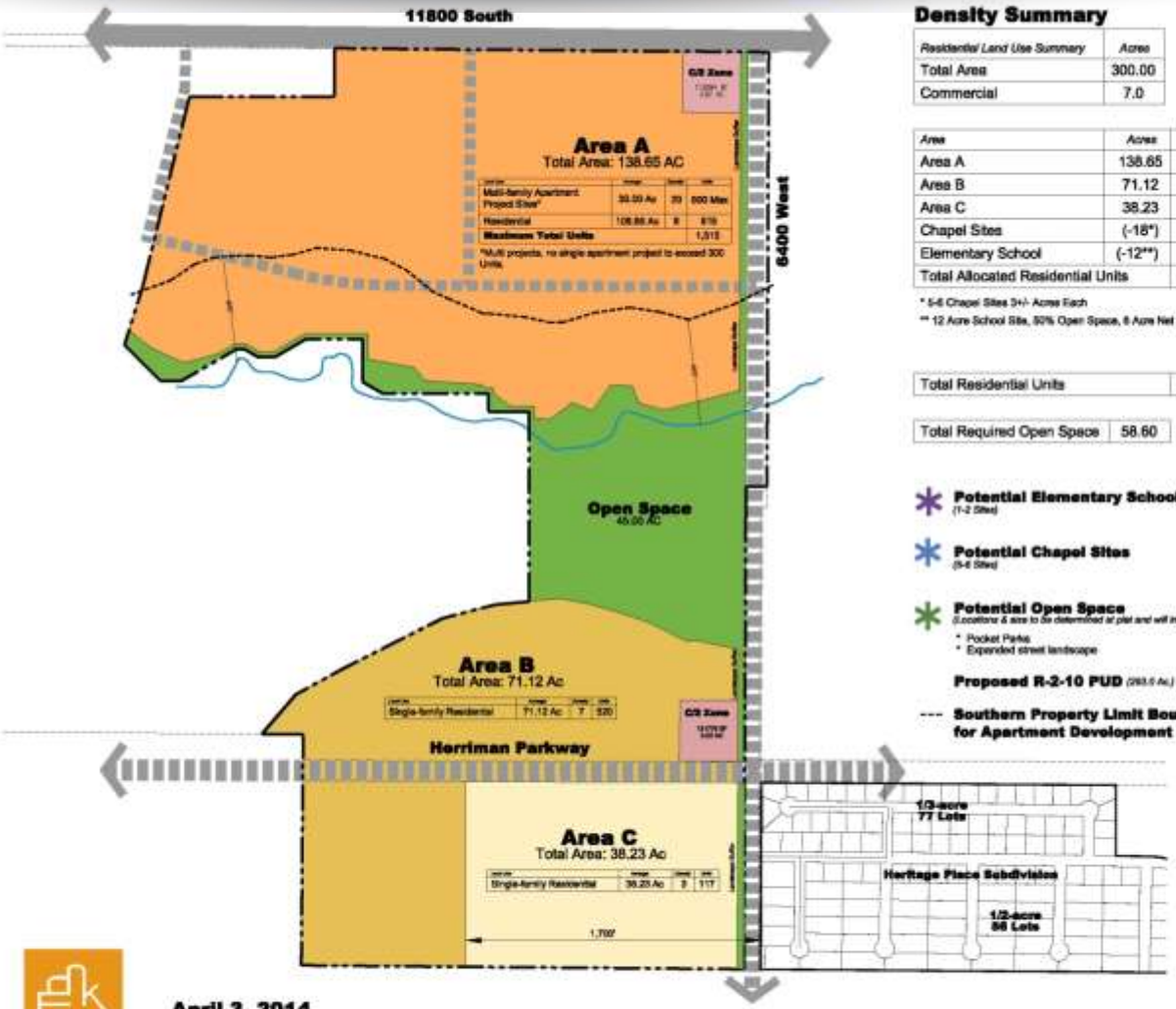
Think Architecture

January 14, 2014

** This document is privileged & confidential.

General Plan
Approx. 11800 South & 6600 West, Herriman, Utah

Creek Ridge



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 and will include an additional 13.6 Ac.)*

- Pocket Parks
- Expanded street landscape

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. Trails. Trails should create continuity and linkages between major communities and open space.
2. Apartments shall not be allowed in Areas B & C.

Think Architecture

April 3, 2014

*** This document is privileged & confidential.*

Creek Ridge PUD

Approx. 11800 South & 6400 West, Herriman, Utah

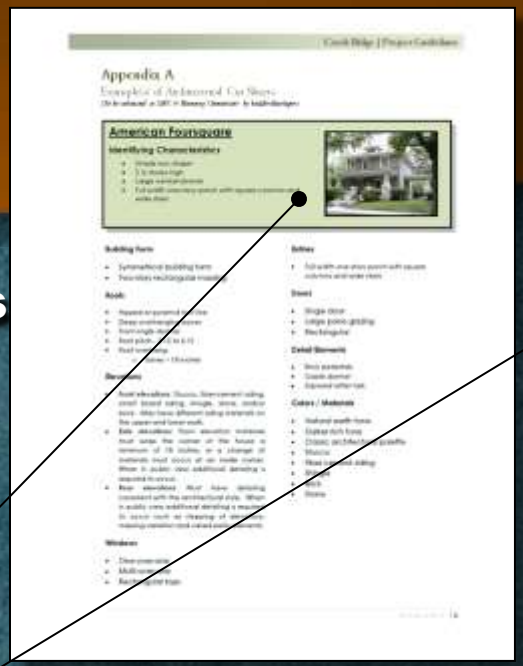
Creek Ridge

Project Guidelines—Proces

Step 1:
Builder application to Design Review Committee

Stringent Review of:

- Architectural Style & Aesthetics
- Lot / Building configurations
- Building colors & materials
- Neighborhood Design
- Open space configuration
- Trail connections
- Signage



Creek Ridge PUD

Architectural Theme

Typical Roof Features

Hip Roof *Dormers* *Gable Roof*

Typical Window Features

Arched Windows *Lintels* *Surrounds*

Typical Architectural Design Features

Porches *Balconies* *Quality Materials*

Design Guidelines

Creek Ridge Property

Administered by Design Review Committee

DRAFT

SUBURBAN LAND RESERVE, INC.

79 S. Main Street, Suite 500
Salt Lake City, UT 84111

Phone 801-321-8773

Table of Contents

A. Project Guidelines
1. Design Review Committee
2. Purpose & Intent
3. Commercial Properties
4. Review Schedule & Approval
5. Compliance with Guidelines
6. Modification of Guidelines

B. Design Review Process
1. Design Review Committee
2. Submittal Requirements
3. Electronic Submittal Standards

C. Project Character
1. Building Character
   a. Architectural styles
   b. Elevations
   c. Frontages
   d. Design consistency
   e. Simplicity
   f. Proportion
   g. Exterior materials & colors
   h. Accessory buildings & structures
2. Lot Character
   a. Staggered front yard setbacks
   b. Variable lot width
   c. Façade zones
   d. Corner lots
3. Street Character
   a. Relationship to public realm
   b. Relationship to neighboring homes
   c. Activating the street
   d. Terminated vistas
   e. Window and door size and placement
   f. Front yard continuity
4. Block Character
   a. Scale
   b. Transitions
   c. Side and rear elevations
   d. Side and rear windows
   e. Building entrances
   f. Garage entrances
5. Neighborhood Character
   a. Neighborhood edge
   b. Streets
   c. Open space
      i. Publicly-accessible open space
      ii. Public trails

D. Appendices
A. Architectural Cut Sheets-Example
B. Building Type Cut Sheets-Example
C. Open Space Cut Sheets-Example
D. Color Palette Map-Example

DRAFT

A. 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.

DRAFT

B. 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.

DRAFT

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 Suburban Land Reserve.

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 99.0 or higher.
   ii. 300300 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.

C. 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

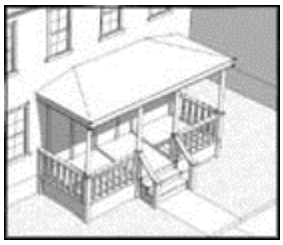
a. ***Architectural styles*** - Architectural styles should tie to regional precedent (what has been used historically) and natural context (ability to play to climate and geography). Architectural styles will demonstrate a full array of architectural elements and materials associated with their chosen 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 two 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 encroach 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.

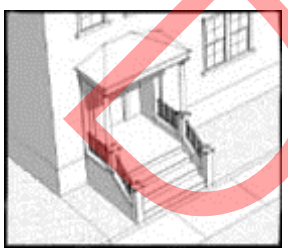
DRAFT

Building Frontage / Engagement with Street



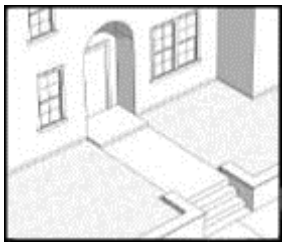
Porch. A structure attached to a residential building, forming a covered entrance to its interior vestibule or doorway. It is external to the walls of the building itself. The elevated ground floor of buildings with porches provide privacy for ground-floor rooms. Buildings that utilize the porch frontage 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.



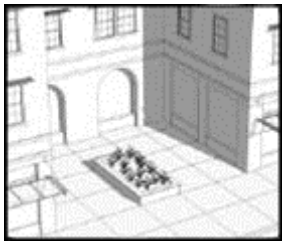
Stoop. A stair that provides access to the entrance of a residential home or building, typically with short front or side street setbacks. The elevated ground floor of buildings with stoops provides privacy for ground floor rooms. A roof or awning may cover a stoop.

- 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.

a. ***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.

b. ***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.

c. ***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.

DRAFT

d. ***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).

e. ***Accessory buildings & structures*** - Detached accessory buildings or structures, including but not limited to: guest houses, 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.

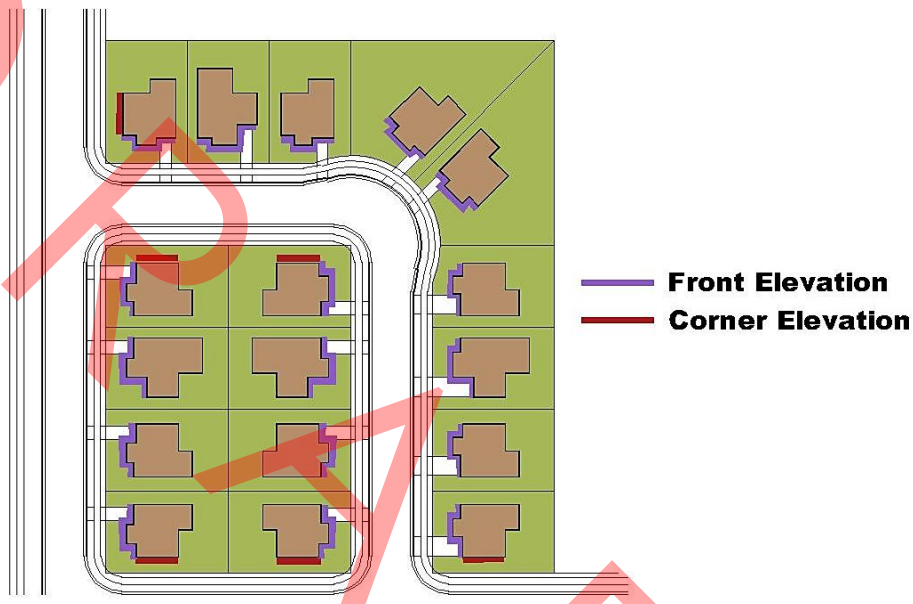
DRAFT

2. Lot Character

a. ***Staggered front yard setbacks*** – A variable front yard setback should be encouraged within each block.

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.

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.

DRAFT

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.

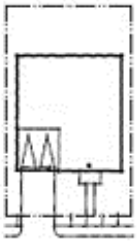
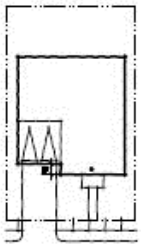
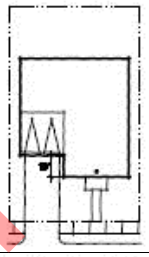
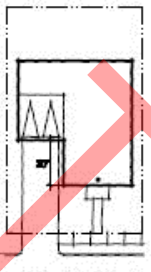
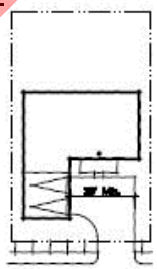
c. ***Side and rear elevations*** - The rear and/or side elevations of new buildings that are visible from the public realm should be designed with equal care and quality as the front or principal façade.

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.

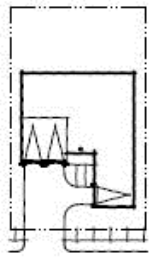
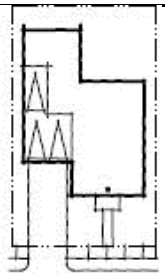
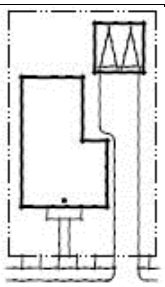
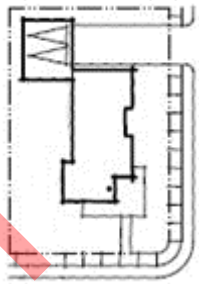
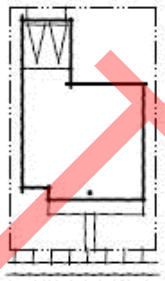
e. ***Building entrances*** - Buildings should be entered directly and prominently from the street. Entrance ways and doorways should be clearly identifiable as prominent points of access into buildings.

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 garage door shall be recessed 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.

DRAFT

Garage Types	*Requirements*	*Example*
Forward	• Permitted on lots at least 60' 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 recessed a minimum of 12"	
Flush	• Permitted on lots at least 60' 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 recessed a minimum of 12"	
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 recessed a minimum of 12"	
Mid-Recessed	• Recessed 10' from front living area • Integrate the garage into the architectural design of the home • Garage door(s) shall be recessed a minimum of 12"	
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'	

DRAFT

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 recessed a minimum of 12"; 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 recessed a minimum of 12"; 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 recessed a minimum of 12"	
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 recessed a minimum of 12"	
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	

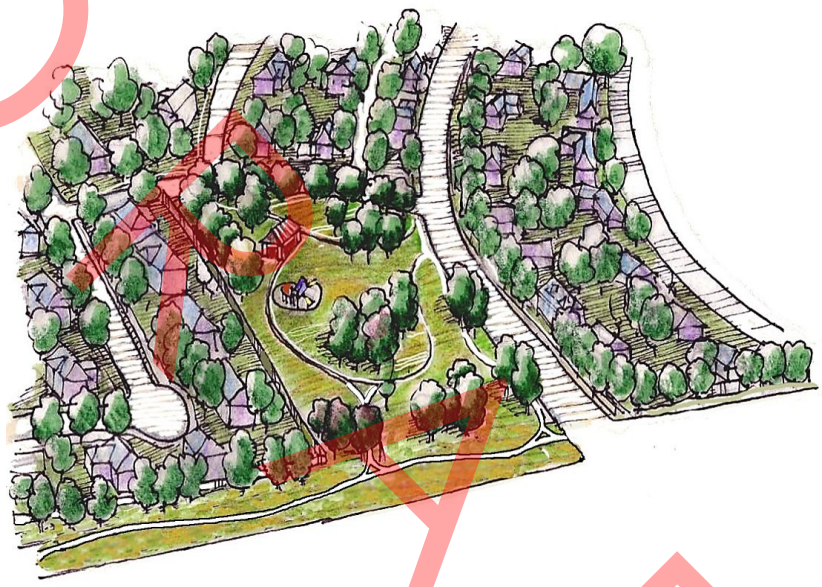
DRAFT

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)

DRAFT

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 neighborhood. Frequently these parks are developed adjacent to civic uses such as an elementary school.	3 to 10 acres	1/4 to 1/2 mile radius	Reservoir Park (Salt Lake City, UT)
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.

DRAFT

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 _____ 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 _____ acres of required public open space.

ii. ***Connector Trails***—Individual Builders or Developers within the project will be required to accommodate the trail system as identified on the Project Plan. (See Exhibit _.) Trails will be required to connect to any existing adjacent trails to accommodate the trail system concept identified in the Project Plan. Trails may be relocated through or around proposed projects provided they allow for a continuous trail system as shown on the Project Plan.

DRAFT

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, which allows a maximum density of 8.7 units per acre. The total allowed residential units for the project (total area less the commercial parcels) shall be 2,090 units. The distribution of units is identified in the Project Guidelines.

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 sidewalk	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, granny flats, 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. **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'	2	
Multi-family	12'	4	

   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.

DRAFT

5. **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.)

6. **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	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
Multi-family	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

7. **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.

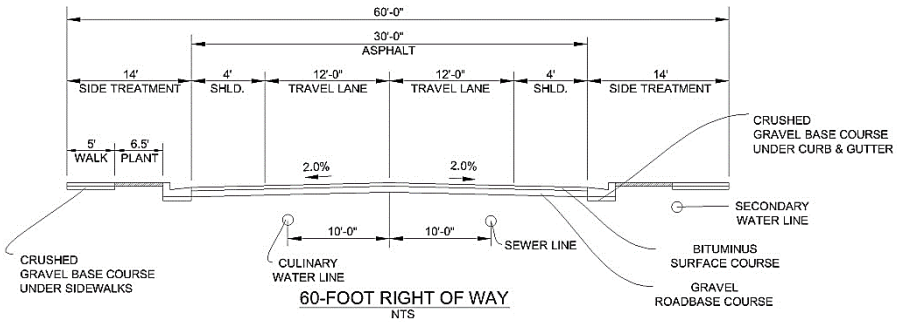
Front and side yards, visible from the street, shall be installed within one year of the certificate of occupancy date.

8. **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.

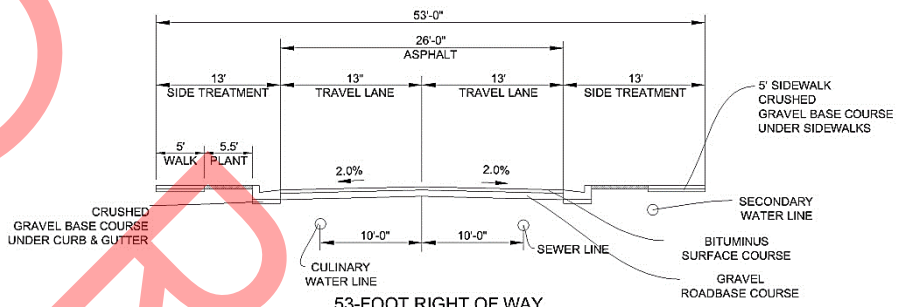
9. **Roadway design**

   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.

DRAFT



60-FOOT RIGHT OF WAY
NTS



53-FOOT RIGHT OF WAY
NTS

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.

DRAFT

DRAFT

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

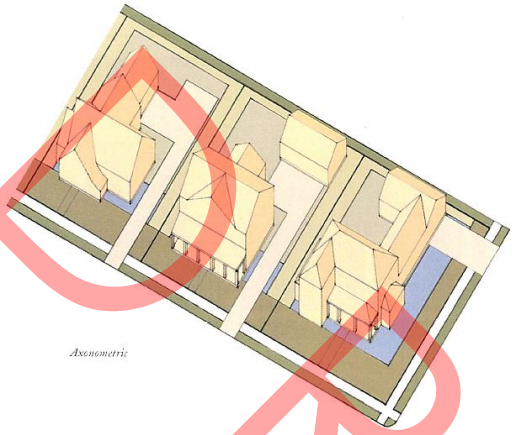
- Natural earth tone
- Darker rich tone
- Classic architectural palette
- Stucco
- Fiber cement siding
- Shingle
- Brick
- Stone

DRAFT

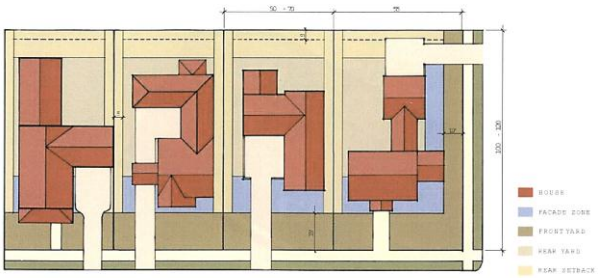
Appendix B

Example(s) of Building Type Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)



Axonometric



Front Loaded Lot: Building Placement, Lot Zones and Setbacks

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 SET-BACKS

- 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

ACCESSORY UNITS

- An accessory unit is permitted over detached garages; if included, minimum of one additional off-street parking space is required
- Accessory units may exceed maximum area calculations

DRAFT

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

DRAFT

Appendix D

Example(s) of Open Space Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)

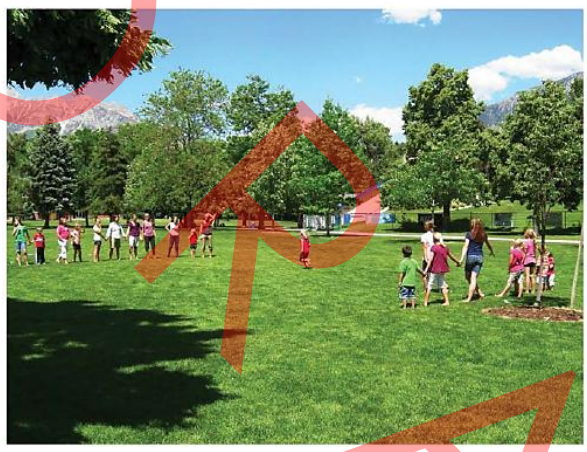
Community Park

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

DRAFT

Project Guidelines

Creek Ridge Property

Administered by City of Herriman

DRAFT

SUBURBAN LAND RESERVE, INC.

79 S. Main Street, Suite 500
Salt Lake City, UT 84111

Phone 801-321-8773

Table of Contents

A. Introduction
1. Project Area
2. Project Zoning
3. Density
4. Major Streets
5. Open Space

B. Preliminary Review of Project by Owner
1. Design Review Committee
2. Purpose & Intent
3. Commercial Properties
4. Review Schedule & Approval
5. Compliance with Guidelines
6. Modification of Guidelines

C. City Review of Building & Site Standards
1. Scope & Authority
2. Density Distribution
3. Lot Widths & Setbacks
4. Building Heights
5. Exterior Building Materials
6. Parking
7. Landscape & Plant Materials
8. Street Layouts
9. Roadway Design

D. Appendices
1. Architectural Cut Sheets-Example
2. Building Type Cut Sheets-Example
3. Open Space Cut Sheets-Example
4. Color Palette Map-Example

DRAFT

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, which allows a maximum density of 8.7 units per acre. The total allowed residential units for the project (total area less the commercial parcels) shall be 2,090 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*).

DRAFT

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 commercial properties identified on the Project Plan (See Exhibit X) 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.

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 these 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.

DRAFT

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, which allows a maximum density of 8.7 units per acre. The total allowed residential units for the project (total area less the commercial parcels) shall be 2,090 units and shall conform to the following standards:

Area A	Acres	du/ac	Units
Multi-family – Apartment Site 1	17.5	20	350
Multi-family – Apartment Site 2	17.5	20	350
Residential	103.65	8	915
Maximum Total Units			1,615

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 sidewalk	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, granny flats, 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).

DRAFT

4. **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'	2	
Multi-family	12'	4	

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.

5. **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.)

6. **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	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
Multi-family	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

7. **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 within one year of the certificate of occupancy date.

DRAFT

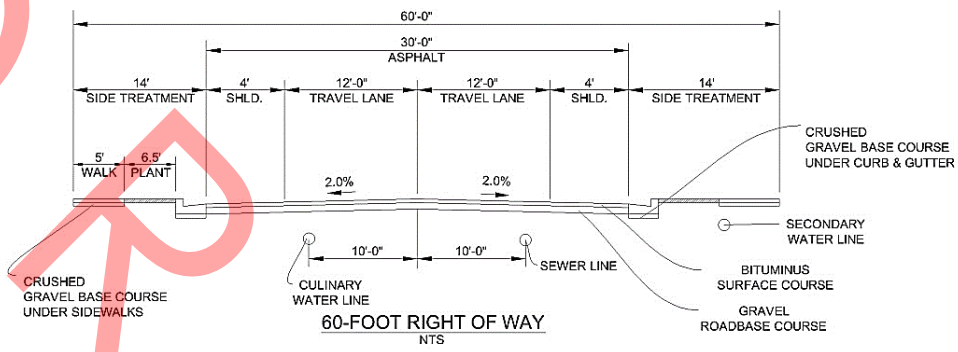
8. Street Layouts

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.

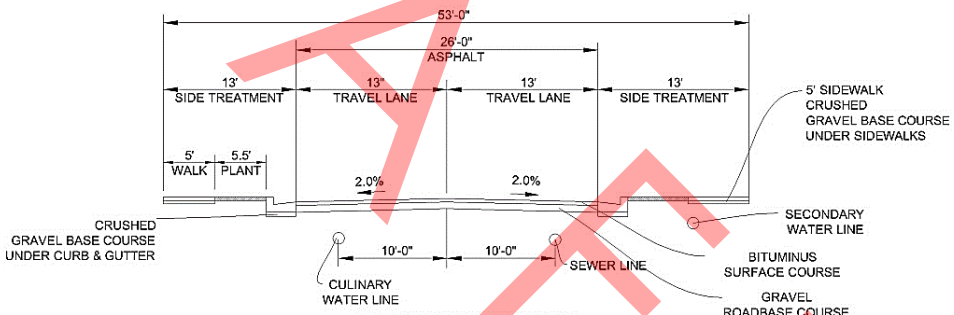
9. **Roadway design**

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.



60-FOOT RIGHT OF WAY
NTS



53-FOOT RIGHT OF WAY
NTS

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.

DRAFT

DRAFT

DRAFT

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

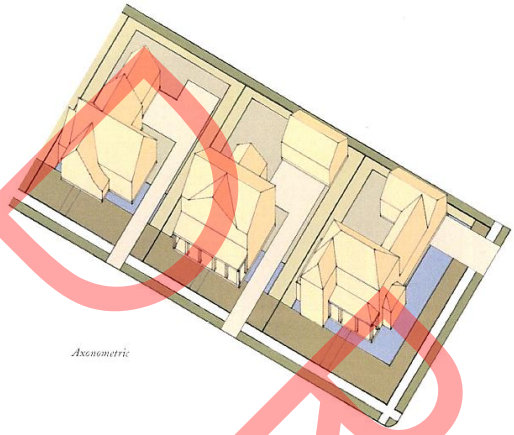
- Natural earth tone
- Darker rich tone
- Classic architectural palette
- Stucco
- Fiber cement siding
- Shingle
- Brick
- Stone

DRAFT

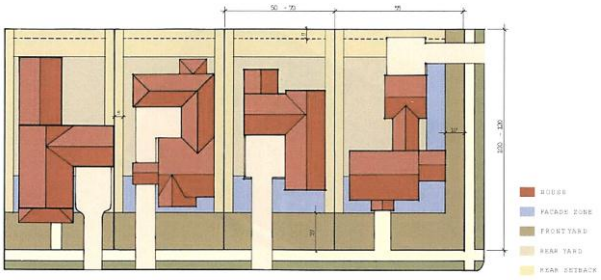
Appendix B

Example(s) of Building Type Cut Sheets

(To be submitted to DRC & Planning Commission by builder/developer)



Axonometric



Front Loaded Lot: Building Placement, Lot Zones and Setbacks

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 SET-BACKS

- 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

ACCESSORY UNITS

- An accessory unit is permitted over detached garages; if included, minimum of one additional off-street parking space is required
- Accessory units may exceed maximum area calculations

DRAFT

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

DRAFT

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

DRAFT