

ATTACHMENT C

DRAFT TO CITY

WHEN RECORDED, RETURN TO:

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE SOUTH HILLS MASTER PLANNED COMMUNITY

November __, 2024

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**AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE SOUTH HILLS MASTER PLANNED COMMUNITY**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of November, 2024, by and between Herriman City, a political subdivision of the State of Utah; Wasatch South Hills Development Co., LLC, a Utah limited liability company, Wasatch Commercial Developers, LLC, a Utah limited liability company, and Staker & Parson Companies, a domestic business corporation.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Owner owns the Owner's Property.
- C. Special Owner owns the Special Owner's Property.
- D. Owner's Property and Special Owner's Property are collectively referred to as the Total Property.
- E. Master Developer is under a contract with Owner to develop the Owner's Property.
- F. The City and Owner have entered into the Prior Agreements governing the development of the Owner's Property.
- G. Certain portions of property that were owned by Owner was included in the Prior Agreements have been developed and sold to individual lot Owner or bulk buyers of lots or prior subdivisions.
- H. Other aspects of the Prior Agreement have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.
- I. Owner, Special Owner, Master Developer, and the City desire that Total Property be developed in a unified and consistent fashion pursuant to the Community Plan that is adopted and incorporated into this ARMDA.
- J. Development of the Total Property will include the Intended Uses as defined in this ARMDA.
- K. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the City, Owner, Special Owner, Master Developer, and the general public.
- L. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.
- M. The Parties acknowledge that development of the Total Property pursuant to this ARMDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Total Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- N. Development of the Total Property pursuant to this ARMDA will also result in significant

benefits to Owner, Special Owner, and Master Developer by providing assurances to Owner, Special Owner, and Master Developer that they will have the ability to develop the Property in accordance with this ARMDA.

O. Owner, Special Owner, Master Developer, and the City have cooperated in the preparation of this ARMDA.

P. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owner, Special Owner, and Master Developer to develop the Total Property as parts of the Project as expressed in this ARMDA, and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

Q. The Parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2024).

R. This ARMDA and all of its associated “legislative,” “broad, competing policy-considerations,” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on September ___, 2024 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2024), in making a recommendation to the City Council.

S. The City believes that this ARMDA and the Zoning of the Property constitute the completion of the “legislative,” “broad, competing policy-considerations,” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

T. The City intends that the implementation of those “legislative,” “broad, competing policy-considerations,” and “generally applicable” decisions through the provisions and processes of this ARMDA relating to “fixed criteria” are “administrative” in nature.

U. This City’s entry into this ARMDA is authorized by the adoption of Ordinance # _____ on November ___, 2024.

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

TERMS

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

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–F2 are hereby incorporated into this ARMDA.

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

1.2.1. **Administrative Modifications** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section __.

- 1.2.2. **Administrator** means the person designated by the City as the Administrator of this ARMDA.
- 1.2.3. **Applicant** means a person or entity submitting a Development Application.
- 1.2.4. **ARC** means the Architectural Review Committee created by the HOA.
- 1.2.5. **ARMDA** means this Amended and Restated Master Development Agreement including all of its Exhibits.
- 1.2.6. **Buildout** means the completion of all of the development on all of the Project in accordance with the approved plans.
- 1.2.7. **City** means Herriman City, a political subdivision of the State of Utah.
- 1.2.8. **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.
- 1.2.9. **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 or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.2.10. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit "D".
- 1.2.11. **Commercial Design Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure, and the Private Improvements that may be different from those otherwise applicable under the City's Vested Laws as specified in Exhibit "F1".
- 1.2.12. **Commercial Site** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial or any other use that is not exclusively residential.
- 1.2.13. **Commercial Site Plan** means a Development Application for developing a Commercial Site that does not require a Subdivision.
- 1.2.14. **Community Plan** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "C".
- 1.2.15. **Council** means the elected City Council of the City.
- 1.2.16. **Default** means a material breach of this ARMDA as provided in Section 13.

- 1.2.17. **Denial/Denied** 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.
- 1.2.18. **Development** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site, or any of the Intended Uses.
- 1.2.19. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.2.20. **Development Report** means a report containing the information specified in Section 3.9 submitted to the City by Master Developer for a Development by Master Developer 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.
- 1.2.21. **Dispute** means any disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.
- 1.2.22. **Dispute Resolution Process** means the processes for resolving any Dispute as specified in Section 14.
- 1.2.23. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2024), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.
- 1.2.24. **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 Owner.
- 1.2.25. **Intended Uses** means those uses allowed to be developed on the Property pursuant to the LUMP, the Community Plan, and the Zoning.
- 1.2.26. **Land Use Master Plan (“LUMP”)** means the general layout of the types and areas of development of the Project as illustrated on Exhibit “B”.
- 1.2.27. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2024).
- 1.2.28. **Master Developer** means Wasatch Commercial Developers, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.

- 1.2.29. **Maximum Residential Dwelling Units (“Maximum RDUs”)** means the development on the Total Property of One thousand four hundred thirty-nine (1,441) Residential Dwelling Units.
- 1.2.30. **Mixed Use** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both “vertical” (where the uses share part or all of the same building structure) and “horizontal” (where the uses are in different buildings but that share common features such as parking).
- 1.2.31. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.
- 1.2.32. **Open Space** means that definition as found in the City’s Vested Laws as may be modified in the Community Plan.
- 1.2.33. **Owner** means Wasatch South Hills Development Co., LLC, which owns the Owner’s Property.
- 1.2.34. **Owner’s Property** means that approximately 301.5 acres as illustrated on Exhibit “B” and legally described in Exhibit “A1”.
- 1.2.35. **Outsourcing** 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 ARMDA. Outsourcing shall be at the sole discretion of the City.
- 1.2.36. **Outsourced Work** means any work performed pursuant to Outsourcing.
- 1.2.37. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision as specified in Section 4.6.
- 1.2.38. **Parks, Trails, and Open Space Plan** means the plan for developing the parks, trails, and open space in the Project as specified in the PTOS Plan, Exhibit “E”.
- 1.2.39. **Parties** means all or the relevant group of Owner, Special Owner, Master Developer, and the City.
- 1.2.40. **Party** means either Owner, Special Owner, Master Developer, or the City individually.
- 1.2.41. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.
- 1.2.42. **Pod(s)** means those approximate development area for the various types of Intended Uses shown on the LUMP, Exhibit “B”.

- 1.2.43. **Prior Agreements** means the “Master Development Agreement for the South Hills Master Planned Community entered into on April, 6, 2009, recorded as Entry # 10666381 in Book # 9706 at pages 6054 - 6243, as amended by the First Amendment on February, 8, 2016, recorded as Entry # 12218663 in Book # 10401 at pages 3956 - 3963 and by the Second Amendment on April 18, 2016, recorded as Entry # 12261844 in Book # 10422 at pages 1490 - 1498 and by the Third Amendment Resolution on January 14, 2020, recorded as Entry # 13170296 in Book # 10884 at pages 8803 – 8812 and by the Third Amendment on February 14, 2020, recorded as Entry # 13194101 in Book # 10896 at pages 7123 – 7128 and by the Fourth Amendment on December 23, 2020, recorded as Entry # 13511250 in Book # 11087 at pages 3065 - 3121. and by the Fifth Amendment on _____, 20__, recorded as Entry # _____ in Book # _____ at pages ____ - ____.
- 1.2.44. **Private Improvements** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the City.
- 1.2.45. **Project** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.
- 1.2.46. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.
- 1.2.47. **Residential Dwelling Unit (“RDU”)** means a single unit intended to be occupied for residential living purpose.
- 1.2.48. **Special Owner** means Staker & Parsons Companies, Inc., a _____ corporation, which owns the Special Owner’s Property.
- 1.2.49. **Special Owner’s Property** means that approximately 252.76 acres as illustrated on Exhibit “B” and legally described in Exhibits “A2 & A3”.
- 1.2.50. **Subdeveloper** means a person or an entity not “related” (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.
- 1.2.51. **Subdivision** means the division of any portion of the Project into developable lots pursuant to LUDMA.

- 1.2.52. **Subdivision Application** means the application to create a Subdivision.
- 1.2.53. **System Improvements** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.
- 1.2.54. **Technical Guidelines** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and the Private Improvements that may be different from those otherwise applicable under the City’s Vested Laws as specified in Exhibit “F”.
- 1.2.55. **Total Property** means that approximately 554.26 acres of real property owned including Owner’s Property and Special Owner’s Property as illustrated on Exhibit “B” and more fully described in Exhibits “A1, A2, & A-3”.
- 1.2.56. **Zoning** means the zoning of the Total Properties shown on Exhibit “B”.

2. **Effect of ARMDA.** Except as specified herein, this ARMDA shall be the sole development agreement between the parties related to the Project and the Total Property. The Prior Agreements are hereby novated and superseded and shall be of no effect regarding the Total Property. The Prior Agreements shall not be deemed effected by this ARMDA. The City and Owner shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

3. **Development of the Project.**

3.1. **Compliance with this ARMDA.** Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (only to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA.

3.2. **Land Uses within the Project, Configuration.** The LUMP reflects the general location and configuration of the Intended Uses and Open Space within the Project. The Community Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Community Plan are controlled by the ARMDA, including the other exhibits thereto.

3.2.1. **Pod 20 Requirements.** The RDUs on Pod # 20 as shown in the LUMP may be clustered. Pursuant to Utah Code Ann. § 10-9a-537 (2024), the Pod # 20 units may not be developed until the Utah State Department of Veterans and Military Affairs has determined that such development will conform to all regulations of the Department.

3.3. **Special Provisions Regarding Special Owner’s Property.**

3.3.1. **Transfer of Ownership.** Special Owner’s Property may not be developed pursuant to this ARMDA until Special Owner’s Property is owned by Owner or an entity “related” to Owner (as defined by Internal Revenue Service regulations)

3.3.2. **RDUs** the RDUs shown on Exhibit “B” shall not be developed until the

ownership is transferred as specified in Section 3.3.1.

3.4. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA subject to the restrictions on RDUs on Special Owner's Property as specified in subsection 3.3.2. Accessory dwelling units as provided by Utah State law, casitas, external accessory dwelling units, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs.

3.4.1. ***Configuration of Maximum RDUs.*** The general configuration of the Maximum RDUs is identified in the Community Plan. The Community Plan reflects the general location and configuration of PTOS, residential, commercial, and industrial uses within the Project.

3.4.1.1. ***Movement of RDUs Between or Among Pods.*** The Community Plan illustrates the currently intended distribution of units between the various Pods. Master Developer and Owner may move RDUs between or among Pods so long as the movement is between uses of the same type (e.g., "Medium [residential]") and so long as the resulting "density" of a Pod does not exceed 3 for "Low" and 8 for "Medium".

3.5. **Master Developers' Discretion.** Nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment.

3.5.1. ***Concurrency Management of Future Development.*** Any phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the City's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development.

3.6. **Required Process.**

3.6.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the City. Upon approval by the City of any Development Application, the Development 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.

- 3.6.2. ***Building Permits.*** No building permit shall be issued by the City for construction of any Development unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development Application. Building permits shall be issued once any work required by the Development Application has gone under warranty. Except as provided in the City's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.
- 3.6.3. ***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 Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.
- 3.6.4. ***Fees.*** Master Developer or a Subdeveloper shall pay to the City the standard fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.
- 3.6.5. ***City Cooperation and Approval.*** The City shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws and this ARMDA.
- 3.6.6. ***Outsourcing of Processing of Development Applications.***
- 3.6.6.1. ***Timing.*** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.
- 3.6.6.2. ***Election/Cost Estimate.*** If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees

or the hiring of a City Consultant). If the 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 the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced.

- 3.6.6.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC, and the IFC.
- 3.6.6.4. Final Payment. Upon completion of the Outsourcing Work and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or 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 differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.6.5. Acceptance of Outsourced Work. The City shall accept the results of any Outsourced Work under this section unless the City determines that the Outsourced Work has not been performed pursuant to City standards or is materially incorrect. If the City does not give Master Developer Notice within ten (10) business days of receiving the Outsourced Work that the City disputes the acceptability of the Outsourced Work, then the City shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.
- 3.6.7. ***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.
- 3.6.8. ***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 such as for structures, bridges, water tanks, and other similar matters which are not 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 3.6.6 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 3.6.6 with the actual and reasonable costs being the responsibility of Applicant.

- 3.6.9. ***Intent of One-Time Review.*** 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.
- 3.6.10. ***City Denial of a Development Application.*** If the City denies a Development Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, the Community Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).
- 3.6.11. ***Dispute Resolution.*** The City's denial of any Development Application shall be subject to the dispute resolution provisions of Section 14.
- 3.6.12. ***City Denials of Development Applications Based on Denials from Non-City Agencies.*** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified herein.
- 3.6.13. ***Construction Prior to Completion of Infrastructure.*** Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the City's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.
- 3.6.14. ***Outsourcing of Inspections.***
 - 3.6.14.1. ***Timing.*** Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the City and Master Developer will confer to determine whether the City desires to Outsource the inspections to ensure that they are processed on a timely basis.
 - 3.6.14.2. ***Election/Cost Estimate.*** If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably

anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the 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 the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced.

- 3.6.14.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC, and the IFC.
- 3.6.14.4. Final Payment. 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 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 differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.
- 3.6.14.5. Acceptance of Outsourced Work. The City shall accept the results of any outsourced decision under this section without any further review by the City.

3.7. **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 creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel in any manner allowed by law. If, pursuant to Utah Code Ann. § 10-9a-103(66)(c)(v) (2024), there are no individually developable lots in the Parcel, the creation of the Parcel would not be subject to subdivision requirement in the City's Vested Laws including the requirement to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

3.8. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the City a Development Report showing any RDUs used with the Development and the RDUs remaining with Owner and Master Developer and for the entire remaining Project.

3.9. **Development Report.** With any Development Application, whether filed by Master Developer or a Sub-Developer, Master Developer shall file a Development Report showing:

- 3.9.1. **Ownership.** The Ownership of the property subject to the Development Application;
- 3.9.2. **Units and Uses Proposed to be Developed.** The portion of the Maximum RDUs and/or other type of Intended Uses intended to be used by the proposed Development;
- 3.9.3. **Units and Uses Transferred or Remaining.** The amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owner and Master Developer;
- 3.9.4. **Parks, Trails, and Open Space.** The amount, type, location, and timing of any Parks, Trails, and Open Space; and
- 3.9.5. **Material Effects.** Any material effects of the sale on the Community Plan.

3.10. **Accounting for RDUs and/or other types of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Owner to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs, and for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel. At the recordation of the sale of any Parcel, Master Developer shall provide the City a Development Report showing the Ownership of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owner and Master Developer and any material effects of the sale on the Community Plan.

- 3.10.1. **Return of Unused RDUs.** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to Owner and Master Developer, and they shall file with the City a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

3.11. **Phasing.** The City acknowledges that Owner and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer. Notwithstanding, Master Developer shall use commercially reasonable efforts to not develop multi-family units at a significantly higher rate to single-family units.

4. **Zoning and Vested Rights.**

4.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owner, and Master Developer intend that this ARMDA grants Owner and Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Owner and Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer and Owner “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

4.2. **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:

- 4.2.1. **Master Developer Agreement.** City’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;
- 4.2.2. **State and Federal Compliance.** City’s Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;
- 4.2.3. **Codes.** City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on 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
- 4.2.4. **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;
- 4.2.5. **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;
- 4.2.6. **Compelling, Countervailing 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) (2024).

4.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2024)) and the United States, the City’s authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and

exceptions set forth herein are intended to reserve for the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the City's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owner under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the City, and unless the City declares an emergency, Master Developer and Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Term of Agreement.** The initial term of this ARMDA shall be until December 31, 2034. If as of that date Owner or Master Developer have not been declared to be in default as provided in Section 13, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2039, and thereafter, for one (1) additional period of five (5) years. This ARMDA shall also terminate automatically at Buildout.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from applying for other Development Applications on the City's Vested Laws. Subdevelopers may not submit a Development Application under the City's Future Laws without the consent of the Master Developer and Owner.

7. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

8. **Public Infrastructure.**

8.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

8.1.1. **Security for Public Infrastructure.** If, and to the extent required by the City's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the City it shall be provided in a form acceptable to the City (which may include security based on real property) as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

8.1.2. **Bonding for Landscaping.** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the City's Vested Laws in conformance with LUDMA.

8.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the City pursuant hereto shall be constructed to the City's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to City requirements for the payment of property taxes, inspections, and approval before acceptance by the City. The City shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet City standards.

8.3. **Public Infrastructure Financing.** The City will use reasonable efforts to adopt one or more Public Infrastructure Districts to pay for the Public Infrastructure. Master Developer's obligation to construct the Public Infrastructure within the Project shall not be negated or become invalid as a result of insufficient financing through such Public Infrastructure Districts.

9. **Upsizing/Reimbursements to Master Developer.**

9.1. **"Upsizing".** The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure 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 incremental or additive costs of such upsizing. For example, if an upsized to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an "upsizing" and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

9.2. **Dispute Resolution.** Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Process.

10. **Parks, Trails, and Open Space.**

10.1. **PTOS Plan.** The location of the parks, trails and open space for the Project shall be as specified in the PTOS Plan, Exhibit "E". Generally, the parks, trails and open space will be improved as a part of the construction of the Development Application of which it is a part by virtue of adjacency. Parks over two (2) acres in size will be dedicated to the City after the improvements are completed. Thereafter, the City shall be responsible for the maintenance, water, operation, and programming of such parks. Parks under two (2) acres in size shall be dedicated to the HOA which shall be responsible for the maintenance, water, and operation of such parks. The native open space illustrated on the PTOS Plan, Exhibit "E" shall be revegetated when and as required by certain mining agreements between the City, Special Owner and others. The parties acknowledge that the City is working with Master Developer, Owner and the owners and master developers of adjacent and nearby properties on a comprehensive plan for parks, trails and open space in the general vicinity of the Total Property. If and when such a comprehensive plan is finalized the Parties shall negotiate in good faith to amend the PTOS Plan in the ARMDA to comply with that comprehensive plan. Any dispute regarding this Section implementing the PTOS Plans shall be subject to the Dispute Resolution Process.

11. **On-Site Processing of Natural Materials.** Master Developer may use the natural materials

located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete, or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for sale to and use on other locations outside the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Community Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the City prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The City shall issue a land disturbance permit if the standards of this Section 11 are satisfied. Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

12. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, 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 similarly situated residents and properties in the City.

13. **Default.**

13.1. **Notice.** If Master Developer, Owner 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 and Owner.

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

13.2.1. ***Specific Claim.*** Specify the claimed event of Default;

13.2.2. ***Applicable Provisions.*** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMDA that is claimed to be in Default;

13.2.3. ***Materiality.*** Identify why the Default is claimed to be material; and

13.2.4. ***Optional Cure.*** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

13.2.5. ***Dispute Resolution.*** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

13.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

- 13.3.1. **Law and Equity.** All rights and remedies available in equity including, but not limited to, injunctive relief and/or specific performance.
- 13.3.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 13.3.3. **Future 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. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

13.4. **Public Meeting.** Before any remedy in Section 13.3 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

13.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 13.3 without the requirements of Sections 13.4. 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 City Council at that meeting regarding the claimed emergency Default.

13.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

13.7. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

14. **Dispute Resolution Process.** Unless otherwise provided in the ARMDA, any Dispute shall be resolved as follows.

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

14.2. **Mediation of Disputes.**

14.2.1. **Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 14.3 shall be mediated.

14.2.2. **Mediation Process.** If the City and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the 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 shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

14.3. Arbitration of Disputes.

14.3.1. **Issues Subject to Arbitration.** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

14.3.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 14.2.

14.3.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. 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. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, 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 or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

14.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Third District Court.

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

To Master Developer: Wasatch South Hills Development, LLC
Attn: Mr. Craig Martin
299 S. Main Street, Ste: 2345
Salt Lake City, Utah 84111
craig.martin@wasatchcommercial.com

With a Copy to: Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

To Owner: Wasatch Commercial Developers, LLC
Attn.: Mr. Craig Martin
299 S. Main Street, Ste: 2345
Salt Lake City, Utah 84111

With copies to: Wasatch Commercial Developers, LLC
Attn.: Mr. Leif Smith
299 S. Main Street, Ste: 2345
Salt Lake City, Utah 84111
leif.smith@wasatchcommercial.com

Wasatch Commercial Developers, LLC
Attn.: Mr. Alex Dahlstrom
299 S. Main Street, Ste: 2345
Salt Lake City, Utah 84111
alex.dahlstrom@wasatchcommercial.com

Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

To Special Owner Staker & Parsons Companies, Inc.
Attn.: Kelly Morgan
15589 Minuteman Drive
Draper, UT. 84020
kelly.morgan@stakerparson.com

With a Copy to: _____

To City: Herriman City
Attn: City Manager

With a Copy to: Herriman City

Attn: City Attorney

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

- 15.1.1. **Hand Delivery.** The day it is delivered personally or by courier service.
- 15.1.2. **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. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.
- 15.1.3. **Mailing.** 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 ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

16. **Administrative Modifications.**

16.1. **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

- 16.1.1. **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.
- 16.1.2. **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

16.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

16.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

- 16.3.1. **Referral as Amendment.** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 17.

16.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

17. **Amendment.** Except for Administrative Modifications, any future amendments to this

ARMDA shall be considered as Modification Applications subject to the following processes.

17.1. **Who May Submit Modification Applications.** Only the City and Master Developer with the consent of the Owner or an assignee that succeeds to all of the rights and obligations of the Owner and Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

17.2. **Modification Application Contents.** Modification Applications shall:

17.2.1. **Identification of Property.** Identify the property or properties affected by the Modification Application.

17.2.2. **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

17.2.3. **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

17.2.4. **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

17.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

17.4. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

17.5. **Planning Commission Review of Modification Applications.**

17.5.1. **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application.

17.5.2. **Recommendation.** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

17.6. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

17.7. **Council's Objections to Modification Applications.** 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 ARMDA and/or the City's Vested Laws (or, only to the extent permissible under this ARMDA, the City's Future Laws).

17.8. **Disputes.** Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

18. **Estoppel Certificate.** Upon twenty (20) 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 Agreement.

19. **Attorney's 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 ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 20.2.

20. **Headings.** The captions used in this ARMDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

21. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, Owner, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA 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, except for warranty bond requirements under City's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the City's.

22. **Assignability.** The rights and responsibilities of Owner and/or Master Developer under this ARMDA may be assigned in whole or in part by Owner and/or Master Developer with the consent of the City as provided herein.

22.1. **Sale of Lots.** Owner and 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 Owner and Master Developer.

22.2. **Related Entity.** Owner's transfer of all or any part of the Property to any entity "related" to any Owner (as defined by regulations of the Internal Revenue Service), Owner or Master Developer's entry into a joint venture for the development of the Project or Owner'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 Owner. Owner and 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.

22.3. **Notice.** Owner and 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 in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

22.4. **Time for Objection.** Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

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

22.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owner or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

22.7. **Dispute Resolution.** Any dispute regarding this section shall be resolved pursuant to the Dispute Resolution Processes.

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

23. **Binding Effect.** If Owner 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 and rights of the City when owned by Owner and as set forth in this ARMDA without any required approval, review, or consent by the City except as otherwise provided herein.

24. **No Waiver.** No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

25. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

26. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and effect.

27. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement 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 ARMDA, 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 ARMDA, the City, Owner, and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owner and Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Craig Martin. The Owner's initial representative shall be LEIF Smith. The Special Owner' Representative shall be Kelly Morgan. 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 ARMDA and the development of the Project.

30. **Rights of Access.** The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.

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

32. **Applicable Law.** This ARMDA is entered into in Salt Lake County in the 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.

33. **Venue.** Any action to enforce this ARMDA shall be brought only in the Third District Court for the State of Utah, Utah County.

34. **Entire Agreement.** This ARMDA, 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.

35. **Conflicts.** The City's Vested Laws shall apply to each Development Application except as the City's Vested Laws are modified by this ARMDA (including all exhibits thereto).

36. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA 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.

37. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this ARMDA lawfully binding the City pursuant to Ordinance No. _____ adopted by the City Council on November __, 2024.

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

TABLE OF EXHIBITS

Exhibit "A1"	Legal Description of Owner's Property
Exhibit "A2"	Legal Description of Special Owner's Property
Exhibit "A3"	Legal Description of Total Property
Exhibit "B":	LUMP
Exhibit "C":	Community Plan
Exhibit "D":	City's Vested Laws (on file with City Recorder's Office)
Exhibit "E"	PTOS Plan
Exhibit "F"	Technical Guidelines
Exhibit "F1"	Commercial Design Guidelines

[signatures on following pages]

CITY

Herriman CITY

_____, Mayor

ATTEST

_____, City Recorder

Office of the City Attorney
Approved as to form and legality

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he is the **MAYOR OF HERRIMAN CITY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

MASTER DEVELOPER

Wasatch Commercial Developers, LLC

A Utah limited liability company

_____, Manager

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of _____, 2024, personally appeared before me _____ duly sworn, did say that he is the Manager of **Wasatch Commercial Developers, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed on behalf of said company.

NOTARY PUBLIC

OWNER

Wasatch South Hills Development, LLC

_____, Manager

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of _____, 2024, personally appeared before me _____ duly sworn, did say that he is the Manager of **Wasatch South Hills Development, LLC**, a Utah limited liability company 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.

SPECIAL OWNER

STAKER & PARSONS COMPANIES

_____, Manager

SPECIAL OWNER’S ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of _____, 2024, personally appeared before me _____ duly sworn, did say that he is the _____ of **STAKER & PARSONS COMPANIES**, a domestic business corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

EXHIBITS A1 – A2 – A3

Parcel Numbers

- 1) 33-17-400-014-0000 (Wasatch South Hills Development Co, LLC)
- 2) 33-16-300-036-0000 (Wasatch South Hills Development Co, LLC)
- 3) 33-16-300-037-0000 (Wasatch South Hills Development Co, LLC)
- 4) 33-17-300-005-0000 (Wasatch South Hills Development Co, LLC)
- 5) 33-17-400-011-0000 (Wasatch South Hills Development Co, LLC)
- 6) 33-17-400-012-0000 (Wasatch South Hills Development Co, LLC)
- 7) 33-16-300-030-0000 (Wasatch South Hills Development Co, LLC)
- 8) 33-16-300-031-0000 (Wasatch South Hills Development Co, LLC)
- 9) 33-16-300-033-0000 (Wasatch South Hills Development Co, LLC)
- 10) 33-16-300-038-0000 (Wasatch South Hills Development Co, LLC)
- 11) 33-16-300-032-0000 (Wasatch South Hills Development Co, LLC)
- 12) 33-16-300-039-0000 (Wasatch South Hills Development Co, LLC)
- 13) 33-16-376-002-0000 (Wasatch South Hills Development Co, LLC)
- 14) 33-16-400-018-0000 (Wasatch South Hills Development Co, LLC)
- 15) 33-20-200-010-0000 (Wasatch South Hills Development Co, LLC)
- 16) 33-17-100-024-0000 (Wasatch South Hills Development Co, LLC)
- 17) 33-17-127-001-0000 (DAI Rosecrest, LLC)
- 18) 33-17-127-003-0000 (Blue Fern Farms, LLC)
- 19) 33-17-176-012-0000 (DAI Rosecrest, LLC)
- 20) 33-17-176-007-0000 (DAI Rosecrest, LLC)
- 21) 33-17-176-013-0000 (Blue Fern Farms, LLC)
- 22) 33-17-400-021-0000 (DAI Springs, LLC)

- 23) 33-17-300-004-0000 (Staker & Parson Companies)
 - 24) 33-20-100-003-0000 (Staker & Parson Companies)
 - 25) 33-20-100-004-0000 (Staker & Parson Companies)
 - 26) 33-19-200-002-0000 (Staker & Parson Companies)
-

EXHIBIT A1

LEGAL DESCRIPTIONS OF OWNER'S PROPERTIES

Wasatch South Hills Development Co, LLC:

1) 33-17-400-014-0000

BEG AT THE E 1/4 COR SEC 17, T4S, R1W, SLM S 0;24'16" W 700 FT; N 89;39'44" W 600 FT; S 0;24'16" W 450 FT; S 89;35'44" E 300 FT; N 0;24'16" E 150 FT; S 89;35'44" E 300 FT; S 0;24'16" W 320 FT; W 1320 FT M OR L; N 1380 FT M OR L; E 1320 FT M OR L; S 0;26'31" W 60 FT TO BEG. LESS & EXCEPT BEG AT THE E 1/4 COR SD SEC 17; S 0;38'38" W 700 FT ALG SEC LINE; N 89;21'22" W 17.19 FT; N 61;01'46" W 564.79 FT; N 52;54'50" W 604.55 FT; S 68;06'02" W 82.52 FT; NW'LY ALG 15285 FT RADIUS CURVE TO R 183.42 FT (CHD N 59;29'31" W 183.42 FT); N 14;32'42" W 33.31 FT; N 88;45'14" E 1245.40 FT TO E LINE OF SD SEC 17; S 0;40'43" W 60.02 FT TO BEG. LESS ST. 25.36 AC M OR L. 8956-0429,0432 9200-9761 9263-0183 9265-4568 9850-5766

2) 33-16-300-036-0000

BEG AT SW COR OF NW 1/4 OF SW 1/4 SEC 16, T4S, R1W, SLM; E 379.33 FT; N 922.40 FT; N 56;55'59" W 388.33 FT M OR L; S 810.92 FT; W 50 FT; S 320 FT TO BEG. LESS & EXCEPT BEG S 0;17'12" W ALG SEC LINE 189.08 FT & S 89;42'48" E 50 FT FR W 1/4 COR SD SEC 16; S 57;03'14" E 1102.21 FT; S 1;14'44" E 517.57 FT; S 89;45'24" E 324.71 FT; S 0;23'40" E 9.28 FT; S 89;44'57" E 335.85 FT; S 0;16'23" W 433.71 FT; N 57;03'16" W 403.76 FT; N 71;49'57" W 86.25 FT; N 57;03'16" W 234.49 FT; N 41;59'56" W 61.11 FT; N 0;18'52" E 17.18 FT; N 89;44'57" W 15.63 FT; N 41;59'56" W 0.37 FT; N 57;03'16" W 735.43 FT; N 59;55'01" W 353.76 FT; N 0;17'12" E 548.50 FT TO BEG. 3.99 AC M OR L. 8559-5246 9058-4523 9200-9765 9263-0183 9265-4568

3) 33-16-300-037-0000

BEG E 379.33 FT FR SW COR OF NW 1/4 OF SW 1/4 SEC 16, T4S, R1W, SLM; N 922.40 FT; S 56;55'59" E 714.51 FT; S 532.55 FT; W 598.78 FT TO BEG. LESS & EXCEPT BEG S 0;17'12" W ALG SEC LINE 189.08 FT & S 89;42'48" E 50 FT FR W 1/4 COR SD SEC 16; S 57;03'14" E 1102.21 FT; S 1;14'44" E 517.57 FT; S 89;45'24" E 324.71 FT; S 0;23'40" E 9.28 FT; S 89;44'57" E 335.85 FT; S 0;16'23" W 433.71 FT; N 57;03'16" W 403.76 FT; N 71;49'57" W 86.25 FT; N 57;03'16" W 234.49 FT; N 41;59'56" W 61.11 FT; N 0;18'52" E 17.18 FT; N 89;44'57" W 15.63 FT; N 41;59'56" W 0.37 FT; N 57;03'16" W 735.43 FT; N 59;55'01" W 353.76 FT; N 0;17'12" E 548.50 FT TO BEG. 2.62 AC M OR L. 8228-2798,2800 9080-1552 9200-9767 9263-0183 9265-4568

4) 33-17-300-005-0000

BEG N 89°28'12" E 1522.77 FT FR SW 1/4 SEC 17, T4S, R1W, SLM, S 00°28'19" E 866.25 FT; S 46°24'40" W 624.94 FT; S 86°21'45" W 629.81; S 00°20'20" W 1270.63 FT M OR L; SW'LY ALG 500 FT RADIUS CURVE TO L 131.36 FT (CEN BEARS N 9°44'51"W THROUGH CENTRAL ANGLE OF 44°07'09") M OR L; SW'LY ALG 200 FT RADIUS CURVE TO R 33.47 FT (CEN BEARS S 19°21'20" E THROUGH CENTRAL ANGLE OF 9°35'15") M OR L; S 89°28'12" W 921.07 FT M OR L TO BEG.

5) 33-17-400-011-0000

SW 1/4 OF SE 1/4 SEC 17, T4S, R1W, SLM. LESS & EXCEPT BEG AT SE COR SD SEC 17; S 88°02'32" W ALG SEC LINE 2620.36 FT; S 89°28'20" W ALG SEC LINE 140.22 FT; NE'LY ALG 200 FT RADIUS CURVE TO R 33.47 FT; NE'LY ALG 500 FT RADIUS CURVE TO L 385.01 FT; N 36°07'53" E 286.80 FT; SE'LY ALG 300 FT RADIUS CURVE TO L 164.96 FT; S 85°22'21" E 409.26 FT; SE'LY ALG 500 FT RADIUS CURVE TO R 329.72 FT; S 47°46'30" E 92.37 FT; N 61°43'40" E 1907.23 FT; SE'LY ALG 400 FT RADIUS CURVE TO L 365.98 FT; S 0°35'35" W 796.68 FT; S 89°08'29" E 329.98 FT; S 0°36'08" W 435.09 FT; N 89°23'44" W 991.41 FT; N 0°36'16" E 439.48 FT TO BEG. 31.75 AC M OR L. 8304-8339,8342 9114-2363 9200-9763 9263-0183 9265-4568

6) 33-17-400-012-0000

SE 1/4 OF SE 1/4 SEC 17, T4S, R1W, SLM. LESS & EXCEPT BEG AT SE COR SD SEC 17; S 88°02'32" W ALG SEC LINE 2620.36 FT; S 89°28'20" W ALG SEC LINE 140.22 FT; NE'LY ALG 200 FT RADIUS CURVE TO R 33.47 FT; NE'LY ALG 500 FT RADIUS CURVE TO L 385.01 FT; N 36°07'53" E 286.80 FT; SE'LY ALG 300 FT RADIUS CURVE TO L 164.96 FT; S 85°22'21" E 409.26 FT; SE'LY ALG 500 FT RADIUS CURVE TO R 329.72 FT; S 47°46'30" E 92.37 FT; N 61°43'40" E 1907.23 FT; SE'LY ALG 400 FT RADIUS CURVE TO L 365.98 FT; S 0°35'35" W 796.68 FT; S 89°08'29" E 329.98 FT; S 0°36'08" W 435.09 FT; N 89°23'44" W 991.41 FT; N 0°36'16" E 439.48 FT TO BEG. 26.62 AC M OR L. 8783-7621 9146-8474 9157-5986 9263-0187 9265-4568

7) 33-16-300-030-0000

BEG AT SW COR SEC 16, T4S, R1W, SLM; N 0°24'47" E 1310.84 FT; S 89°23'58" E 330.47 FT; S 0°24'04" W 1310.84 FT; N 89°23'58" W 330.47 FT TO BEG. LESS & EXCEPT BEG AT SW COR SD SEC 16; S 88°02'32" W ALG SEC LINE 2620.36 FT; S 89°28'20" W ALG SEC LINE 140.22 FT; NE'LY ALG 200 FT RADIUS CURVE TO R 33.47 FT; NE'LY ALG 500 FT RADIUS CURVE TO L 385.01 FT; N 36°07'53" E 286.80 FT; SE'LY ALG 300 FT RADIUS CURVE TO L 164.96 FT; S 85°22'21" E 409.26 FT; SE'LY ALG 500 FT RADIUS CURVE TO R 329.72 FT; S 47°46'30" E 92.37 FT; N 61°43'40" E 1907.23 FT; SE'LY ALG 400 FT RADIUS CURVE TO L 365.98 FT; S 0°35'35" W 796.68 FT; S 89°08'29" E 329.98 FT; S 0°36'08" W 435.09 FT; N 89°23'44" W 991.41 FT; N 0°36'16" E 439.48 FT TO BEG. 3.36 AC M OR L. 8559-5783 9117-1816,1817,7498 9168-2537 9250-7493 9265-1024,5959

8) 33-16-300-031-0000

BEG S 89;23'58" E 330.47 FT FR SW COR SEC 16, T4S, R1W, SLM; N 0;24'47" E 1310.84 FT; S 89;23'58" E 330.47 FT; S 0;24'04" W 1310.47 FT; N 89;23'58" W 330.47 FT TO BEG. LESS & EXCEPT BEG AT SW COR SD SEC 16; S 88;02'32" W ALG SEC LINE 2620.36 FT; S 89;28'20" W ALG SEC LINE 140.22 FT; NE'LY ALG 200 FT RADIUS CURVE TO R 33.47 FT; NE'LY 500 FT RADIUS CURVE TO L 385.01 FT; N 36;07'53" E 286.80 FT; SE'LY ALG 300 FT RADIUS CURVE TO L 164.96 FT; S 85;22'21" E 409.26 FT; SE'LY ALG 500 FT RADIUS CURVE TO R 329.72 FT; S 47;46'30" E 92.37 FT; N 61;43'40" E 1907.23 FT; SE'LY ALG 400 FT RADIUS CURVE TO L 365.98 FT; S 0;35'35" W 796.68 FT; S 89;08'29" E 329.98 FT; S 0;36'08" W 435.09 FT; N 89;23'44" W 991.41 FT; N 0;36'16" E 439.48 FT TO BEG. 3.40 AC M OR L. 5644-1280 6627-2131 9162-6483 9250-7493 9265-1024,5959

9) 33-16-300-033-0000

BEG S 89;23'58" E 660.94 FT FR SW COR SEC 16, T4S, R1W, SLM; N 0;24'47" E 1310.84 FT; S 89;23'58" E 330.47 FT; S 0;24'04" W 1310.84 FT; N 89;23'58" W 330.47 FT TO BEG. LESS & EXCEPT BEG S 89;23'58" E 991.40 FT (991.41 FT RECORD) ALG SEC LINE & N 0;24'49" E 1315.45 FT (N 0;24'04" E 1310.84 FT RECORD) FR SW COR SD SEC 16; S 0;24'49" W 17.18 FT (S 0;24'04" W RECORD); N 41;53'59" W 23.21 FT; S 89;38'59" E 15.63 FT (S 89;23'58" E RECORD) TO BEG. 9.94 AC M OR L. 5417-2589 6132-0062 6170-1081 9512-8317,8322 9841-0243 9881-10409885-7032 09887-1881 11126-9255

10) 33-16-300-038-0000

BEG S 89;23'58" E 991.41 FT & N 0;24'47" E 651.91 FT FR SW COR SEC 16, T4S, R1W, SLM; N 0;24'47" E 658.94 FT; S 89;23'58" E 330.47 FT; S 0;24'04" W 658.94 FT; N 89;23'58" W 330.61 FT TO BEG. LESS & EXCEPT BEG S 0;17'12" W ALG SEC LINE 189.08 FT & S 89;42'48" E 50 FT FR W 1/4 COR SD SEC 16; S 57;03'14" E 1102.21 FT; S 1;14'44" E 517.57 FT; S 89;45'24" E 324.71 FT; S 0;23'40" E 9.28 FT; S 89;44'57" E 335.85 FT; S 0;16'23" W 433.71 FT; N 57;03'16" W 403.76 FT; N 71;49'57" W 86.25 FT; N 57;03'16" W 234.49 FT; N 41;59'56" W 61.11 FT; N 0;18'52" E 17.18 FT; N 89;44'57" W 15.63 FT; N 41;59'56" W 0.37 FT; N 57;03'16" W 735.43 FT; N 59;55'01" W 353.76 FT; N 0;17'12" E 548.50 FT TO BEG. 3.96 AC M OR L. 6987-2969 7090-2202,2213 9202-3604 9263-0183 9265-4568

11) 33-16-300-032-0000

BEG S 89;23'58" E 991.41 FT FR SW COR SEC 16, T4S, R1W, SLM; N 0;24'47" E 651.91 FT M OR L; S 89;23'58" E 330.61 FT; S 0;24'04" W 651.91 FT M OR L; N 89;23'58" W 330.61 FT M OR L TO BEG. 4.92 AC M OR L. 6987-2969 7090-2201 7262-0585 9231-4199 9263-0183

12) 33-16-300-039-0000

BEG AT S 1/4 COR SEC 16, T4S, R1W, SLM; W 1320 FT M OR L; N 1320 FT M OR L; E 330 FT M OR L; S 660 FT M OR L; E 990 FT M OR L; S 660 FT M OR L TO BEG. LESS & EXCEPT BEG S 0;17'12" W ALG SEC LINE 189.08 FT & S 89;42'48" E 50 FT FR W 1/4 COR

SDSEC 16; S 57°03'14" E 1102.21 FT; S 1°14'44" E 517.57 FT; S 89°45'24" E 324.71 FT; S 0°23'40" E 9.28 FT; S 89°44'57" E 335.85 FT; S 0°16'23" W 433.71 FT; N 57°03'16" W 403.76 FT; N 71°49'57" W 86.25 FT; N 57°03'16" W 234.49 FT; N 41°59'56" W 61.11 FT; N 0°18'52" E 17.18 FT; N 89°44'57" W 15.63 FT; N 41°59'56" W 0.37 FT; N 57°03'16" W 735.43 FT; N 59°55'01" W 353.76 FT; N 0°17'12" E 548.50 FT TO BEG. LESS & EXCEPT BEG E ALG SEC LINE 267.26 FT FR S 1/4 COR SD SEC 16; N 45°42'59" W 30.02 FT; N 50°18'39" W 404.48 FT; N 86°16'51" W 114. ALG 8695 FT RADIUS CURVE TO R 95.79 FT (CHD S 48°33'35" E 95.79 FT); N 89°22'56" W 824.21 FT TO BEG. 19.00 AC M OR L. 6483-3002 8923-0203 9159-5476,5480,5483 9593-3088,3090 9850-576036 FT; N 56°20'52" W 177.55 FT; N 36°17'35" W 174.63 FT; N 56°23'18" W 133.05 FT; N 53°46'14" W 138.40 FT; S 89°50'26" E 664.16 FT TO 1/4 SEC LINE; N 0°55'32" E 109.98 FT; ALG SD 1/4 SEC LINE; S 67°38'11" E 102.52 FT; SE'LY ALG 8695 FT RADIUS CURVE TO R 824.58 FT (CHD S 53°43'26" E 824.27 FT); S 58°39'30" E 51.45 FT; SE'LY ALG 8702 FT RADIUS CURVE TO R 237.41 FT (S 49°53'23" E 237.40 FT); S 37°47'18" E 36.03 FT; SE'LY

13) 33-16-376-002-0000

BEG S 00°38'38" W 1987.83 FT & E 1652.72 FT FR W 1/4 SEC 16, T4S, R1W, SLM; N 0°37'49" E 225.46 FT; S 56°41'50" E 206 FT; S 54°04'46" E 190.03 FT; S 89°51' W 328.54 FT TO BEG.

14) 33-16-400-018-0000

BEG AT S 1/4 COR SEC 16, T4S, R1W, SLM; N 0°55'32" E 219.12 FT M OR L; S 50°18'39" E 314.76 FT M OR L; S 45°42'59" E 30.02 FT; N 89°22'56" W 267.26 FT M OR L TO BEG. 0.68 AC M OR L. 8923-0203 9159-5476 THRU 5483 9263-0183 9265-4568 9850-5760

15) 33-20-200-010-0000

BEG FR S 1/4 COR SEC 17, T4S, R1W, SLM; S 89°28'20" W 140.22 FT; NE'LY ALG 200 FT RADIUS CURVE TO R, 33.47 FT (CHD N 75°26'18" E); NE'LY ALG 500 FT RADIUS CURVE TO L, 385.01 FT (CHD N 58°11'35" E); N 36°07'53" E 286.80 FT; SE'LY ALG 300 FT RADIUS CURVE TO L, 164.96 FT (CHD S 69°37'16" E); S 85°22'21" E 409.26 FT; SE'LY ALG 500 FT RADIUS CURVE TO R, 329.72 FT (CHD S 66°28'51" E); S 47°46'30" E 92.37 FT; N 61°43'40" E 1907.23 FT; SE'LY ALG 400 FT RADIUS CURVE TO L, 366.57 FT (CHD S 58°53'15" E); S 0°38'31" W 796.71 FT; S 89°08'29" E 661.42 FT; S 0°05'40" E 823.94 FT; N 89°34'37" W 722.94 FT; S 0°11' E 354.66 FT; NW'LY ALG 400 FT RADIUS CURVE TO R, 242.87 FT (CHD N 63°51'22" W); NW'LY ALG 250 FT RADIUS CURVE TO L, 163.62 FT (CHD N 65°12'41" W); N 83°57'41" W 387.98 FT; NW'LY ALG 450 FT RADIUS CURVE TO R, 295.95 FT (CHD N 65°07'14" W); NW'LY ALG 800 FT RADIUS CURVE TO L, 847.79 FT (CHD N 76°38'21" W); S 73°00'06" W 202.74 FT; NW'LY ALG 400 FT RADIUS CURVE TO R, 260.28 FT (CHD N 88°21'26" W); N 69°42'58" W 28.01 FT; NW'LY ALG 800 FT RADIUS CURVE TO L, 365.01 FT (CHD N 82°47'14" W); S 84°08'30" W 155.21 FT; NW'LY ALG 500 FT RADIUS CURVE TO R, 386.72 FT (CHD N 73°42'02" W); N 51°32'34" W 86.70 FT; N 0°40'49" W 433.79 FT TO BEG.

16) 33-17-100-024-0000

BEG N 947.33 FT FR W 1/4 COR SEC 17, T4S, R1W, SLM; E 1303.46 FT; N 0;22'41" E
1752.41 FT; N 89;40'05" W 1315.04 FT; S 1759.99 FT TO BEG. LESS & EXCEPT BEG S
89;40'20" E ALGSEC LINE 548.26 FT FR NW COR SD SEC 17; S 89;40'20" E 766.82FT TO
NE COR LOT 3 SD SEC 17; S 0;41'08" W ALG E'LY LINE OF SD LOT 3 593.73 FT; N
50;43'19" W 558.72 FT; N 56;17'48" W 185.29 FT; N 50;43'19" W 223.57 FT TO BEG. 47.62
AC M OR L. 5500-0253 7704-2063 7750-2205 9472-5050

EXHIBIT A2

LEGAL DESCRIPTIONS OF SPECIAL OWNER'S PROPERTIES

DAI Rosecrest, LLC – DAI Springs, LLC – Blue Fern Farms, LLC:

17) 33-17-127-001-0000

BEG S 00°31'33" W 1250.07 & S 89°28'27" W 499.99 FT FR N 1/4 COR SEC 17, T4S, R1W, SLM; S 37°47'47" W 127.15 FT; S 89°06'39" W 413.73 FT; N 52°12'13" W 391.06 FT; N 0°11'39" W 506.93 FT; S 51°35'50" E 119.73 FT; S 59°26'48" E 36.61 FT; S 51°35'50" E 720.16 FT; S 48°34'47" E 150.18 FT TO BEG.

18) 33-17-127-003-0000

BEG S 00°31'33" W 1337.00 & S 89°06'39" W 387.59 FT FR N 1/4 COR SEC 17, T4S, R1W, SLM; S 89°06'39" W 189.57 FT; N 37°47'47" E 127.14 FT; S 48°34'47" E 134.77 FT; S 51°35'51" E 13.48 FT TO BEG.

19) 33-17-176-012-0000

BEG S 89°27'24" W 358.15 FT & S 00°32'36" E 1383.00 FT FR N 1/4 COR SEC 17, T4S, R1W, SLM; S 51°35'51" E 84.84 FT; SE'LY ALG 15250 FT RADIUS CURVE TO L, 5.22 FT (CHD S 51°34'24" E); S 37°37'21" W 229.76 FT; SW'LY ALG 272 FT RADIUS CURVE TO L, 163.74 FT (CHD S 20°22'39" W); N 86°17'43" W 90 FT; SW'LY ALG 20 FT RADIUS CURVE TO R, 28.86 FT (CHD S 44°36'33" W); NW'LY ALG 742.58 FT RADIUS CURVE TO R, 225.59 FT (CHD N 85°21'30" W); N 81°25'26" W 51.25 FT; NW'LY ALG 749 FT RADIUS CURVE TO R, 152.28 FT (CHD N 66°55'32" W); N 61°06'04" W 361.92 FT; N 0°11'39" W 415.44 FT; S 52°12'13" E 391.06 FT; N 89°06'39" E 84.79 FT; S 52°12'13" E 279.16 FT; SE'LY ALG 173.50 FT RADIUS CURVE TO L, 94.02 FT (CHD S 67°43'38" E); SE'LY ALG 226.50 FT RADIUS CURVE TO R, 94.12 FT (CHD S 71°20'48" E); S 59°26'32" E 9.17 FT; SE'LY ALG 20 FT RADIUS CURVE TO L, 11.94 FT (CHD S 76°32'55" E); NE'LY ALG 362 FT RADIUS CURVE TO R, 30.94 FT (CHD N 35°10'26" E); N 37°36'32" E 230.99 FT TO BEG.

20) 33-17-176-007-0000

BEG S 00°31'33" W 1337.00 FT & S 89°06'39" W 577.16 FT FR N 1/4 COR SEC 17, T4S, R1W, SLM; S 37°47'47" W 205.60 FT; N 52°12'13" W 256.76 FT; N 89°06'39" E 328.93 FT TO BEG.

21) 33-17-176-013-0000

BEG S 89°06'39" W 387.59 FT & S 00°31'33" E 1337.00 FT FR N 1/4 COR SEC 17, T4S, R1W, SLM; S 88°02'14" W 189.57 FT; S 37°47'47" W 205.60 FT; S 53°52'13" E 22.40 FT; SE'LY ALG 173.50 FT RADIUS CURVE TO L, 94.02 FT (CHD S 67°43'38" E); SE'LY ALG

226.50 FT RADIUS CURVE TO R, 94.12 FT (CHD S 71[^]20'48" E); S 59[^]26'32" E 9.17 FT; SE'LY ALG 20 FT RADIUS CURVE TO L, 11.94 FT (CHD S 76[^]32'55" E); NE'LY ALG 362 FT RADIUS CURVE TO R, 30.94 FT (CHD N 35[^]10'26" E); N 37[^]36'32" E 230.99 FT; N 50[^] W 72.50 FT TO BEG.

22) 33-17-400-021-0000

BEG S 00[^]31'33" W 1643.62 FT FR N 1/4 COR SEC 17, T4S, R1W, SLM; SE'LY ALG 16408.82 FT RADIUS CURVE TO L, 558.73 FT (CHDS 53[^]51'41" E); S 58[^]51'03" E 234.80 FT; S 0[^]33'50" W 565.18 FT; N 88[^]45'22" E 656.20 FT; S 0[^]35'13" W 1335.54 FT; S 89[^]06'40" W 1310.74 FT; N 0[^]31'33" E 1327.37 FT; N 0[^]31'33" E 1030.38 FT TO BEG. 11087-1441

23) 33-17-300-004-0000

BEG SW 1/4 SEC 17, T4S, R1W, SLM; N 01[^]40'37" E 2403.73 FT; N 88[^]45'17" E 2569.51 FT; S 00[^]31'23" W 1107.23 FT; S 86[^]21'45" W 629.81 FT; S 46[^]24'40" W 624.94 FT; S 00[^]28'19" E 866.25 FT; S 89[^]28'20" W 1522.77 FT TO BEG.

24) 33-20-100-004-0000

BEG AT N 1/4 COR SEC 20, T4S, R1W, SLM; S 89[;]28'36" W 555.61 FT; S 0[;]40'36" E 392 FT; N 89[;]28'36" E 555.61 FT; N 0[;]40'36" W 392 FT TO BEG. 5.0 AC M OR L. 6872-0747 8595-4598 9242-1242 9879-485 9885-7032

25) 33-20-100-003-0000

THE N 1/2 OF THE NW 1/4 SEC 20, T4S, R1W, SLM; LESS & EXCEPT BEG AT N 1/4 COR SD SEC 20; S 89[;]28'36" W 555.61 FT; S 0[;]40'36" E 392 FT; N 89[;]28'36" E 555.61 FT; N 0[;]40'36" W 392 FT TO BEG. 75.0 AC M OR L. 6872-0747 8595-4598 9242-1242 9879-0485 9885-7032

26) 33-19-200-002-0000

ALL LOT 1, SEC 19, T 4S, R 1W, SLM. 40.32 AC 6872-0747 8595-4598 9242-1245 9879-0485

EXHIBIT "A1-A2" CONTINUED

Pod 5A and 5B Post Land Swap

Commencing at a point South 00°07'46" West 71.67 feet from the closing corner of sections 8 and 17, township 4 south, range 1 west, salt lake base and meridian; that same point being the beginning of a curve to the left, of which the radius point lies North 13°23'58" East, a radial distance of 53.00 feet; thence Easterly along the arc, through a central angle of 13°51'51", a distance of 12.82 feet; thence South 00°27'53" East 20.00 feet; thence South 51°36'32" East 183.20 feet; thence North 80°48'24" East 20.00 feet to the point of curve of a non tangent curve to the left, of which the radius point lies North 80°48'24" East, a radial distance of 57.00 feet and a chord bearing and distance of South 30°24'04" East 41.24 feet; thence Southeasterly along the arc, through a central angle of 42°24'56" with a distance of 42.20 feet; thence South 51°36'32" East 687.06 feet to a point of curve to the left having a radius of 223.00 feet a central angle of 49°08'14" and chord bearing and distance of South 76°10'39" East 185.44 feet; thence Easterly along the arc a distance of 191.25 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 70°27'03" East, a radial distance of 276.50 feet and a chord bearing and distance of North 09°05'25" East 265.05 feet; thence Northerly along the arc, through a central angle of 57°16'42" with a distance of 276.42 feet; thence North 37°43'46" East 119.67 feet; thence South 51°36'01" East 365.24 feet; thence North 00°10'19" West 0.30 feet; thence South 51°29'22" East 119.45 feet; thence South 59°26'48" East 36.61 feet; thence South 51°35'50" East 720.16 feet; thence South 48°34'47" East 150.18 feet; thence South 37°47'47" West 325.25 feet; thence South 52°12'13" East 35.40 feet to a point of curve to the left having a radius of 173.50 feet a central angle of 28°53'49" and chord bearing and distance of South 66°39'08" East 86.58 feet; thence Southeasterly along the arc a distance of 87.50 feet to a point of reverse curve to the right having a radius of 226.50 feet and a central angle of 21°39'30" a chord bearing and distance of South 70°16'17" East 85.11 feet; thence Easterly along the arc, a distance of 85.62 feet; thence South 59°26'32" East 9.17 feet to a point of curve to the left having a radius of 20.00 feet a central angle of 34°12'46" and chord bearing and distance of South 76°32'55" East 11.77 feet; thence Easterly along the arc a distance of 11.94 feet to the point of curve of a non tangent curve to the left, of which the radius point lies South 57°16'29" East, a radial distance of 362.00 feet and a chord bearing and distance of South 18°00'00" West 184.03 feet; thence Southerly along the arc, through a central angle of 29°27'03" with a distance of 186.07 feet to a point of reverse curve to the right having a radius of 20.00 feet and a central angle of 82°40'09" a chord bearing and distance of South 44°36'33" West 26.42 feet; thence Southwesterly along the arc, a distance of 28.86 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 04°03'40" West, a radial distance of 742.58 feet and a chord bearing and distance of North 85°21'30" West 224.72 feet; thence Westerly along the arc, through a central angle of 17°24'21" with a distance of 225.59 feet; thence North 81°25'26" West 51.25 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 17°14'59" East, a radial distance of 749.00 feet and a chord bearing and distance of North 66°55'32" West 152.02 feet; thence Northwesterly along the arc, through a central angle of 11°38'57" with a distance of 152.28 feet; thence North 61°06'04" West 361.92 feet; thence North 00°16'57" East 6.77 feet; thence North 61°06'04" West 385.96 feet to a point of curve to the left having a radius of 557.00 feet a central angle of 66°39'44" and chord bearing and distance of South 85°34'04" West 612.12 feet; thence

Westerly along the arc a distance of 648.06 feet to a point of reverse curve to the right having a radius of 443.00 feet and a central angle of $36^{\circ}51'25''$ a chord bearing and distance of South $70^{\circ}39'55''$ West 280.08 feet; thence Westerly along the arc, a distance of 284.97 feet; thence South $89^{\circ}05'37''$ West 85.58 feet; thence North $00^{\circ}54'15''$ West 1,379.41 feet to the POINT OF BEGINNING. Containing 1,768,923.94 square feet or 40.6089 acres, more or less

Pod 23 post Land Swap

Beginning at a point which is South $84^{\circ}21'36''$ West 2611.77 feet from the east quarter corner of section 17, township 4 south, range 1 west, salt lake base and meridian ; thence South $62^{\circ}14'34''$ East 127.16 feet; thence South $47^{\circ}44'06''$ East 54.63 feet; thence South $55^{\circ}24'21''$ East 580.00 feet; thence South $61^{\circ}30'04''$ East 57.37 feet; thence South $52^{\circ}55'04''$ East 745.26 feet; thence South $00^{\circ}35'03''$ West 205.32 feet; thence South $89^{\circ}06'29''$ West 1,310.68 feet; thence North $00^{\circ}31'23''$ East 1,099.77 feet; thence North $44^{\circ}11'52''$ East 39.03 feet to the POINT OF BEGINNING. Containing 904,712.79 square feet or 20.7693 acres, more or less.

EXHIBIT A3

LEGAL DESCRIPTION OF TOTAL PROPERTY

Beginning at the east 16th corner of the northeast quarter of section 19, township 4 south, range 2 west, salt lake base and meridian, said point being a found BLM monument; thence N.89°25'11"W., a distance of 1,326.97 feet; thence N.00°51'30"W., a distance of 1,323.67 feet; thence S.89°16'05"E., a distance of 1,320.11 feet; thence N.01°40'42"E., a distance of 2,396.97 feet; thence N.88°45'17"E., a distance of 2,569.51 feet; thence S.00°31'23"W., a distance of 1,107.23 feet; thence N.89°06'29"E., a distance of 1,310.68 feet; thence N.00°35'03"E., a distance of 1,335.46 feet; thence N.00°36'05"E., a distance of 60.03 feet; thence N.88°45'17"E., a distance of 67.04 feet; thence S.14°32'42"E., a distance of 33.17 feet; thence S.59°29'31"E., a distance of 183.42 feet; thence N.68°06'02"E., a distance of 82.52 feet; thence S.52°54'50"E., a distance of 604.55 feet; thence S.61°01'46"E., a distance of 565.16 feet; thence N.89°25'24"W., a distance of 583.11 feet; thence S.00°38'36"W., a distance of 450.00 feet; thence S.89°21'24"E., a distance of 300.00 feet; thence N.00°38'36"E., a distance of 150.00 feet; thence S.89°21'24"E., a distance of 299.98 feet; thence N.00°38'37"E., a distance of 9.55 feet; thence S.89°21'23"E., a distance of 50.00 feet; thence N.00°38'37"E., a distance of 253.72 feet; thence S.59°33'35"E., a distance of 353.75 feet; thence S.56°41'50"E., a distance of 736.27 feet; thence S.41°29'39"E., a distance of 83.89 feet; thence S.56°41'50"E., a distance of 234.49 feet; thence S.71°28'31"E., a distance of 86.25 feet; thence S.56°41'50"E., a distance of 404.57 feet; thence S.56°41'26"E., a distance of 205.10 feet; thence S.54°05'15"E., a distance of 199.23 feet; thence S.54°04'46"E., a distance of 129.28 feet; thence S.56°41'50"E., a distance of 133.05 feet; thence S.36°36'07"E., a distance of 174.63 feet; thence S.56°39'24"E., a distance of 177.55 feet; thence S.86°35'23"E., a distance of 114.36 feet; thence S.50°37'11"E., a distance of 404.48 feet; thence S.46°01'31"E., a distance of 30.34 feet; thence N.89°41'28"W., a distance of 267.43 feet; thence N.89°08'29"W., a distance of 1,322.78 feet; thence S.00°05'40"E., a distance of 823.94 feet; thence N.89°34'37"W., a distance of 722.94 feet; thence S.00°11'00"E., a distance of 354.66 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies N.08°44'57"E., a radial distance of 400.00 feet; thence Northwesterly along the arc, through a central angle of 34°47'21", a distance of 242.87 feet to a point of reverse curve to the left having a radius of 250.00 feet and a central angle of 37°29'59"; thence Northwesterly along the arc, a distance of 163.62 feet; thence N.83°57'41"W., a distance of 387.98 feet to a point of curve to the right having a radius of 450.00 feet and a central angle of 37°40'53"; thence Northwesterly along the arc a distance of 295.95 feet to a point of reverse curve to the left having a radius of 800.00 feet and a central angle of 60°43'06"; thence Westerly along the arc, a distance of 847.79 feet; thence S.73°00'06"W., a distance of 202.74 feet to a point of curve to the right having a radius of 400.00 feet and a central angle of 37°16'56"; thence Westerly along the arc a distance of 260.28 feet; thence N.69°42'58"W., a distance of 28.01 feet to a point of curve to the left having a radius of 800.00 feet and a central angle of 26°08'32"; thence Westerly along the arc a distance of 365.01 feet; thence S.84°08'30"W., a distance of 155.21 feet to a point of curve to the right having a radius of 500.00 feet and a central angle of 44°18'55"; thence Westerly along the arc a distance of 386.72 feet; thence along a line non-tangent to said curve, N.51°32'40"W., a distance of 86.78 feet; thence S.00°40'25"E., a distance of 875.13 feet; thence S.89°22'13"W., a distance of 2,605.70 feet to the POINT OF BEGINNING. Containing 21,870,512.23 square feet or 502.0779 acres, more or less.

EXHIBIT “D”

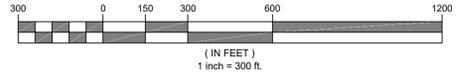
City’s Vested Laws

(on file with City Recorder’s Office)

P:\Shared Files\Projects\2291 - South Hills Backbone Infrastructure\00-Master plans\00-Cadd\South Hills Parks and Trails Master Plan.dwg November 01, 2024 - 2:28pm



GRAPHIC SCALE



LEGEND

- PASSIVE OPEN SPACE
- ACTIVE OPEN SPACE
- SINGLE TRACK DIRT TRAIL (HIKE/MNT BIKE)
- IMPROVED CONNECTOR TRAILS (MIN 5' HARD SURFACE)
- BONNEVILLE SHORELINE TRAIL
- 4' BIKE LANE
- 5' SIDEWALK, BOTH SIDES OF STREET
- 5' SIDEWALK, SINGLE SIDE
- LOCAL PARK OR TRAIL HEAD
- AREA PARK



No.	DESCRIPTION	BY	DATE

SCALE (HORIZ): 1"=300'
SCALE (VERT): NA
DRAWN BY: DP
CHECKED BY: RHD
DATE: 11.01.2024
PROJECT No: 2291

infinity
CONSULTANTS

2975 Executive Parkway, Suite 300
Lehi, Utah 84043 • Tel: 801.541.3040

SOUTH HILLS DEVELOPMENT
EXHIBIT E
SOUTH HILLS PARKS, TRAILS, AND
OPEN SPACE
HERRIMAN CITY, UTAH

SOUTH HILLS

A Master-Planned Community

Exhibit F

- **Low Density Residential (LDR)**
- **Medium Density Residential (MDR)**
- **High Density Residential (HDR)**

TECHNICAL GUIDELINES

DRAFT

September 12, 2024

1.0 Executive Summary

These Guidelines are to act as an intermediary link between the main body of the Master Development Agreement and the Master CC&Rs for the overall South Hills Development. Contained herein are the basic standards for development of master planned improvements, pods, lots, structures, landscaping, and other site improvements such as lighting, signage, and monumentation. Also included in these Guidelines are the processes whereby designs are to be prepared, submitted, reviewed, and approved. Assignment of approval authority is laid out and enforcement mechanisms are discussed. More detail regarding the mechanics or legal processes governing the project's development is included in the Master CC&Rs.

The information in the South Hills Residential Technical Guidelines is for Low, Medium, Medium Cluster, Mixed Use, and High Density development. These guidelines establish patterns of design for the appearance, functionality, and theming of the South Hills Development (as identified in the Approved PUD). The intent of these guidelines is to allow for ingenuities and creative design of the project while maintaining continuity of style, theme, and quality.

The standards and guidelines in this document consider the natural environment of the project itself, the surrounding environment of the project, and the future environments or communities that will be created as the project is developed. These Guidelines also consider and plan for the engineering, land planning, landscape architecture, and building architecture that will occur on a phase by phase basis in the future. Visual quality, functionality and safety are all key aspects of these Design Guidelines. Unique and creative design principles are also discussed in these guidelines which will enhance the desirability and long term viability of the communities created within the South Hills development, and within the surrounding affected areas.

The Technical Guidelines are to guide the decisions that are made by the South Hills Design Review Committee (SHDRC) when reviewing applications for development or construction.

Neighborhoods will be characterized by a variety of lot sizes and configurations. Variations in setbacks, both in front and back and from side to side are encouraged. Uniformity in front facades should be avoided in most pods depending on architectural product. Land planning, engineering, landscape architecture, and building architecture should all emphasize and design for the availability of viewscales, and other natural and manmade amenities.

2.0 Design Review Process

2.1 Overview

Prior to submitting applications to the City all development applications shall follow the intermediary SHDRC process. All development proposals must first be submitted, reviewed, and approved by the SHDRC according to the process outlined in this section.

These Guidelines should be made available to those who purchase lots or units in the South Hills project. Copies of these documents shall be available for review at the offices of South Hills

Development during normal business hours. Additional copies may be purchased for a nominal fee that is determined solely by the SHDRC.

2.2 Submittals of Subdivisions, Commercial Site Plans

All aspects of the City submittal are to be prepared and submitted for review to the SHDRC.

2.3 Submittals of Individual Lot Improvements/Building Permit Applications

Three sets of plans detailing any building improvements or changes to a lot, dwelling, building, structure or any other improvement requiring a permit or that is normally governed by a City ordinance shall be submitted to the SHDRC for approval. All plans shall be drawn to scale, on a sheet size of 24" x 36". In addition to meeting the minimum requirements of this document, each application, for approval, must achieve a minimum score of 10-points or more for upgrades as detailed in Attachment A. The plan submittal shall include the following information:

- A. South Hills Design Review Committee Review Application
- B. Site Development Plans that include the following (all plans must be prepared by a qualified engineer, licensed to practice in the State of Utah):
 - Lot boundary with dimensions and bearings
 - certified topographic information (existing grade contours at two foot intervals)
 - Identification of all existing features on the subject lot.
 - All adjacent parcels, right-of-way, or parcels with identification of same
 - Dimensioned building pad and other site improvements such as concrete flatwork,
 - Dimensioned extensions of building (i.e. decks, window wells, stairs, patios, etc.)
 - Locations of all easements, rights-of-way and setbacks
 - Front setback dimensions of adjacent lots
 - Location and size of any other regulated proposed improvements
 - Front, side and rear elevations of any architectural element or improvements
 - Grading and Drainage
 - Any retaining features in excess of four feet in height along with engineer's certification
 - Erosion control measures in compliance with State law.
- C. List of all exterior materials and colors, including samples of any unusual or custom materials
- D. Landscape plans and plant materials (where required)
- E. Any additional information as required by the SHDRC
- F. Rendering or picture of structure or modification proposed
- G. South Hills Scoring Chart (see Attachment A)

2.4 Accuracy of Information

Any Applicant submitting plans to the SHDRC shall be responsible for verifying the accuracy of all components of the submittal package. The SHDRC reserves the right to reject any Development Application that does not accurately reflect existing ground or building conditions, or where any other misrepresentations may be included. Approval of an application by the SHDRC does not constitute actual or implied warranty with regard to site or building conditions.

2.5 Review Fees (All Fees are Privately Assessed)

A reasonable fee will be charged for the review process. Any request for construction deemed unusual by the SHDRC may require the review of an expert in the field or a consultant. Fees for such review will be charged to the Applicant. All review fees must be paid at the time of submittal or upon notification that a consultant will be used to complete the review.

An Applicant that proposes to construct the same house plan more than once may request an adjusted fee schedule for reviews by the SHDRC.

Applications, plans and fees shall be submitted to:

South Hills Design Review Committee
Attention: Mr. Craig Martin
299 S. Main Street, Suite: 2345
Salt Lake City, Utah 84111

Email: craig.martin@wasatchcommercial.com

2.6 Compliance with Guidelines

Infrastructure and buildings construction shall conform to these guidelines. This includes new construction, modifications or additions to existing infrastructure or structures that may or may not require the issuance of a city permit. Landscaping, grading and site development work within the boundary of an individual lot is also covered by the requirements of this document.

2.7 Changes After Final Review

There may be occasions when an Applicant desires to make a change that affects the design of the building or the site after construction documents are reviewed and approved. When an Applicant wishes to make a change, which deviates from the plans as approved by the SHDRC, including but not limited to floor plan, structural aspects, materials choices, colors, elevations changes, window location and size, porches, garage configuration and size, roof design, plot plan layout, grading, retaining, drainage, or erosion control, the applicant must submit a written request to the SHDRC along with a set of plans that clearly delineates the proposed change. No changes will be allowed unless approved by the SHDRC. The SHDRC reserves the right to charge an additional fee for this review process.

2.8 SHDRC Decisions

The SHDRC shall review all submitted applications and shall furnish a written decision to the applicant setting forth the reasons for its decision, including the nature of any objections it has to the request. The SHDRC shall determine whether an application is complete and in compliance with these Guidelines. Incomplete applications will be returned to the applicant for re-submittal. In addition, the SHDRC may disapprove any application if the SHDRC, in its discretion, believes the applicant has not provided sufficient or accurate information or has not complied with the intent of these Technical Guidelines.

All decisions of the SHDRC shall be reported to the Herriman Planning/ Building Department. Two sets of approved plans shall be returned to the applicant and one set shall be retained by the SHDRC until construction of the proposed improvements is completed. At that time the SHDRC

may dispose of the retained drawing and submittal package. In addition to the submittals required to obtain a building permit, the Applicant will be required to submit one SHDRC approved set of drawings to the Herriman Building Department with the building permit application.

2.9 No Liability for Approval of Plans

Any approval of plans, specifications or proposed construction given by the SHDRC, or its designees, shall be only for the purpose of permitting construction of the proposed improvements within the South Hills Development as they relate to these Guidelines. Such approval shall not constitute compliance with any applicable City, County, State or Federal laws or regulations. Such approval shall not constitute an approval or endorsement of the quality of architectural and engineering soundness of the proposed improvements. The SHDRC shall have any liability in connection with or related to approved plans, specifications or improvements.

2.10 Exceptions

Notwithstanding any language contained in other Development Agreement documents, exceptions to these Guidelines are to be made where said exception does not result in significant harm to any party involved. Exceptions are to be granted upon a finding that strict conformance to the Technical Guidelines requirements would:

1. Not create an unreasonable hardship or burden on Developer or Applicant,
2. Not have a substantially adverse effect on the owners or occupants of neighboring parcels
3. Be based on the site specific circumstances and constraints unique to the site or situation,
4. Constitute a balance of health, safety, general welfare objectives, and especially the original intent of the Development Guidelines and the overall Development Agreement of which they are a part.
5. In the case where the exception is technical in nature, a professional trained, licensed, and qualified in the appropriate field of expertise renders a certified opinion to justify the exception.

Exceptions which conform to the above criterion are to be reviewed and processed for permitting by the SHDRC and Herriman City.

2.11 Public Hearings

Herriman City shall endeavor to notify the SHDRC of any and all public hearings involving properties within the South Hills project. Prior to placing a South Hills application on any public meeting agenda Herriman City staff shall endeavor to obtain a written review of any plan submittal which not only gives comment relative to the completeness and conformity of the proposal with these Guidelines, but also recommending the proposed application be reviewed by the City and then placed on an agenda.

2.12 Final Plat Mylars

The City shall reasonably endeavor to assure that SHDRC is a signer on every final plat mylar. This is to provide assurance of conformity to these Guidelines.

3.0 Master Plan Standards

"Backbone" infrastructure for the project has been engineered for: culinary water, secondary water, transportation (streets), wastewater, storm drainage, parks and trails and open space. These "backbone" facilities are generally not those specific to any given development pod. They are to be finally engineered or designed using the master plans provided in Exhibit E. Design Guidelines for the master planned "backbone" facilities is to generally follow those for pod development.

4.0 Pod Planning and Engineering

4.1 Streets-Geometric Design

4.1.1 Accesses to a proposed pod or neighborhood should have connectivity with existing and future street patterns. The location and size of Collector and Arterial Streets shall generally follow the Master Transportation Plan located in Exhibit E of the Master Development Agreement, or the City's Master Transportation Plan for East Herriman planning area. Individual houses, or multi-family building units, are anticipated to be accessed from public or private local streets; however, a private street standard or shared private driveway may be used.

4.1.2 The use of single access streets shall be allowed to promote efficient land planning and to minimize grading. Single access streets length shall not exceed 1,200 lineal feet.

4.1.3 Any all-weather surfaces of sufficient width, grade, and configuration such as provided by grass pavers, shall be considered an ingress/egress access when classifying a neighborhood or pod as having dual access. Any all-weather surface, as contemplated in this sub-section, can be used as the all-weather surface for the second access to pods having 50 units or less. Gated accesses are to be permitted to any neighborhood or pod so long as adequate emergency response measures are taken relative to width and height of entrance, and gate opening controls.

4.1.4 Various street cross sections can be employed within any one given pod. As will be defined on a final plat, some streets can be public, while others may be private. The type of street access provided is dependent on the road classification, the need for pedestrian ways, side treatment considerations, land planning, landscaping requirements, topography, and product type and number.

4.1.5 Private roads may be gated at the option of the Developer. Public roads are not to be gated.

4.2 Sidewalks, Trails, and Pathways

The South Hills Development will include a wide variety of common area walkways, paths, and trails. The type of construction, size, and detailed location of these trails will be proposed by Developer and approved by the SHDRC, and the location will be approved by City during the design of each phase of construction. The eventual use and development need will be evaluated when determining the level of facility to be built. Standard sections for these improvements, and general alignments, are included in Attachment C and I, the Open Space and Trails Map and Trail Cross- Sections. Trails should be designed to loop, or to take people to destinations. They should not permanently dead end where possible.

4.3 Crosswalks

Use of crosswalks will be incorporated within the project, at intersections, within parking lots, or other needed pedestrian connections. Crosswalks will be configured to be a design feature of the development, i.e. heavy painted lines, pavers, edges, and other methods of emphasizing pedestrian use. Bulb-outs and other pedestrian design may be used to shorten walking distances across open pavement. Medians may be used in appropriate areas to encourage walking, and to act as “refuge” for crossing pedestrians.

4.4 Parcel Lot Size

Proposed lots are to meet the following size and configuration standards:

Map Designation	Average Allowable Lot Size	Minimum Lot Frontage	Minimum Cul-de-Sac Frontage (Arc Length at Setback)
Low	8,500 sf	65’	40’
Medium	4,000 sf	50’	30’
High	N/A	0’ – See Setback requirements	0’ – See Setback requirements

Notwithstanding the above, flag lots are permitted where topography and layout constraints limit conventional lot frontage configurations. As many as four (4) flag lots are permitted on a private access drive. Flag lots shall be at least 21,780 square feet in size.

4.5 Building Same House Plan Multiple Times

A streetscape is enhanced by architectural variety. An Applicant that proposes to build the same house more than one time must provide the requested information for each house. All variations of elevations for the house must be approved by the SHDRC. Additionally, the Applicant must submit all required site plan information to the SHDRC for review each time the floor plan is to be placed upon an individual lot within the development. The same house plan can only be constructed when the Applicant is in compliance with the applicable rules within these guidelines, which require the following:

The same house plan may be constructed every third house. This applies to both sides of the street. There must be at least (2) houses of differing floor plans between duplicative or the same house plan. To modify a duplicative house plan so that it is not considered exactly the same, the Applicant must incorporate at least three of the following architectural design changes:

- Altering 50% of the rooflines measured by viewing the front elevation
- Significantly changing color schemes
- Significantly altering siding textures or materials
- Moving or reconfiguring garages
- Increasing the number of windows or altering window configurations Increasing or altering covered porches
- Any changes subject to approval by SHDRC and City

4.6 Grading Plans

Development of each pod should be designed to cluster development product, minimize grading for the proposed pod, and reduce the need for cutting/filling and retaining as shown on the Approved PUD (see Exhibit C).

Each pod, or any other improvement area such as a park, should be graded for integrated use of roads, trails, yards, open spaces, building spaces, or other improvements. Grading design should also consider aesthetics, safety, and proper drainage. Grading plans may indicate cuts and fills and/or retaining as necessary to accomplish the above, and to provide buildable pads sufficient in number to meet project density objectives. Private lots should not drain onto other private lots unless appropriate swale or pipe conveyance is provided in the grading and drainage plan design. All such cross drainage (from one lot to another) should take place in an appropriate easement.

Retaining walls may be employed where necessary. Gradual long shallow cut or fill slopes may be used where area is sufficient. Retaining walls should be integrated with landscaping features to provide screening where possible. Appropriate structural and/or geotechnical engineering calculations and drawings are to be provided for each retaining wall scenario in a given pod development.

4.7 Storm Drainage

All drainage facilities required by a Development Application shall be designed for the 10-year 24-hour storm event with a discharge rate of .2 cfs/acre, and provide routing for the 100 year storm event per City ordinance. All detention systems are to release storm drain flows at pre-developed historic rates. The drainage system should be designed to use the regional detention facilities as outlined on the Storm Drain Master Plan (see Exhibit E). The use of neighborhood detention basins is allowed if the drainage cannot be reasonably taken to one of the regional facilities. The use of temporary detention or retention facilities may be approved in the event that regional detention facilities, or regional transmission facilities, are not completed according to the need of an individual pod. Adequate assurances are to be given that any temporary storm drainage facilities will be connected to permanent regional storm drainage facilities as development allows. The maintenance of any temporary facilities is the developer's responsibility.

Infiltration of storm drain water is an effective way to reduce storm water detention volumes and run-off volumes. The effects of ground infiltration can be included in the sizing of storm drainage detention facilities. Maintenance plans shall be provided showing the means by which infiltration systems can be cleaned to operate at original design infiltration rates. A financial mechanism shall be put in place to assure the City that any mediation of reduced infiltration will be corrected. Ground water infiltration rate testing, or any other method of properly identifying infiltration rates, will provide a method for effectively down- sizing a given detention facility. Data gathered for purposes of determining infiltration characteristics of detention basin soils will be submitting, along with all appropriate calculations and/or detail drawings to display the method of introducing storm drain water back into the ground.

4.8 Sanitary Sewer

All units developed in the South Hills development must be provided with a means of connecting to the master planned sewer collection system for the overall project (See Attachment E).

4.9 Culinary Water

The Culinary Water Master Plan (See Exhibit E) is to be generally followed to provide culinary water service to the overall project. The sequencing of the overall build out of the system will be determined on a pod by pod basis. Adjustments to the Culinary Water Master Plan will need to be made as pods develop to account for density reallocations; water source development issues; property acquisition issues for off-site facilities such as wells, tanks, or waterlines; actual vs. theoretical pressures discovery; etc. Culinary water reservoirs will generally be located as shown on the Culinary Water Master Plan. Access roads will be gated and are intended for service vehicle use only.

***NOTE – REMOVAL OF SECONDARY WATER PROVISION (Previously 4.10)**

5.0 Individual Lot Development Standards

Proposed construction of improvements of individual lots and building sites for Residential houses, multifamily structures, or buildings shall be reviewed and approved according to compliance with the following standards.

5.1 Setbacks

Residential building setbacks within South Hills shall vary according to lot size and land use. Required setbacks are listed in the following chart. Additional setback modifications may be required along certain collector roadways as designated by the SHDRC and Herriman City. Easements for utilities and drainage may exist along individual lot lines, and thereby control the building limits of that particular lot.

In low and medium density pods front setback distances must be varied on both sides of streets. Low density pods are to stagger the front setback of all houses by at least five (5) feet from the house on at least one side and preferable on both sides. In medium density pods the front setback is to stagger at least three (3) feet from the adjoining house on one side and preferably on both sides. All front setback variations are to be reviewed and approved by the SHDRC and Herriman City.

Primary Structures – (Measured to the Public Right-of-Way)

Map Designation	Lot Size	Front Yard	Rear Yard	Side Yard	Corner Yard	Side Turned Garage Side Yard	Accessory Building Size
Low	8,500-17,999 s.f.	28'	28'	8' min./16' Total	20'	N/A	1,200 s.f.
Low	18,000 s.f.	30'	30'	10' min./24' Total	20'	8' min./24' Total	1,200 s.f.
Low	43,560 s.f. (Transition)	32'	30'	12' min.	20'	N/A	1,200 s.f.

Medium	4,000-8,000 s.f.	10' (20' to Garage)	15'	5' min./10'Total	18'	N/A	1,200 s.f.
Medium	8,001-10,000 s.f.	20'	20'	5' min./12'Total	18'	N/A	1,200 s.f.
Medium	10,001-12,000 s.f.	25'	25'	6' min./15'Total	20'	N/A	1,200 s.f.
Medium	12,001+ s.f.	28'	28'	8' min./18'Total	20'	6' min./18' Total	1,200 s.f.
*Removed Medium Cluster							
High	Public Right-of-Way	15' (5' to Garage)	15'	10'	10'	N/A	N/A
High	Private (Measured from TBC)	5' to Garage	15'	10'	10'	N/A	N/A
High	Public Open Space	8'	12'	6'	N/A	N/A	N/A
All Densities	Accessory Building	6' from main structure	10'	5'	N/A	N/A	N/A
All Densities	Front Porches	N/A	N/A	N/A	N/A	N/A	N/A
All Densities	Rear Decks (2' Above Grade)	N/A	15'	6'	N/A	N/A	N/A
All Densities	Rear Decks (2' Above Grade) Adjacent to Open Space	N/A	5'	6'	N/A	N/A	N/A
All Densities	Patios, Decks, & Walks at Grade	N/A	4'	4'	N/A	N/A	N/A
All Densities	Public Utility Easement	10'	10'	5'	10'	N/A	N/A

5.2 Fencing, Walls and Retaining

Fencing and walls around residential lots is permitted where they comply with the following standards. All fencing within the South Hills community must be constructed of an approved

fencing product as stated in the CC&R's. No chain link fencing shall be permitted with the exception of sport court fencing and small dog runs within individual rear lots. Such fencing shall be screened from public view. All fences on sloping lots must comply with these standards while stepping with the grade, with the exception that open, three rail fences may follow the contour of the site. The top rail of stepped fences must be constructed in a level plane. On stepped fences the height shall be measured at a point that is midway between the posts. Fences must step in four or eight-foot lengths as determined between posts.

The following fence standards shall govern for areas allowing development of front, rear, & side yards where the developer has not installed fencing previously.

Parks and Open Spaces - A six (6) foot privacy fence along all areas adjacent to open space, or a three rail fence with 100% finished rear or side yard landscaping is required. Three (3) foot rail fence is allowed in parks and trails to delineate open spaces.

Front Yard - Fencing shall not exceed three (3) feet in height in the front yard setback area of the lot. Accent posts or columns may be used that exceed three (3) feet provided they do not exceed ten (10) percent of the lot frontage width. Front yard fencing, walls and screening shall be constructed of the approved fencing products and color. Fences on driveway entrances and at corner lots shall not intrude on visual clear zones for traffic safety intersections according to City standards.

Rear and Side Yard - Approved fencing product and color, six (6) feet in height in the rear or side yard setback area of the lot is acceptable. Accent posts or columns may be used that exceed six (6) feet provided they do not exceed ten (10) percent of the rear lot boundary distance. The maximum height of any rear yard, non-habitable, or landscape structure (gazebos, playground equipment, etc.) that is not considered an accessory structure may not exceed twelve (12) feet. Side yard fencing on corner lots shall be treated as a front yard fence and must not intrude on visual clear zones for traffic safety at intersections.

Driveways - driveways shall be a minimum depth of 16 feet from the back of sidewalk in Low and Medium Density areas, and may have a slope of up to a maximum of 15%. Driveways which have negative slope must show a detail on how the drainage is being routed away from the building and into the drainage system. Shared driveways or private lanes are allowed in Medium Cluster areas.

Retaining - The use of retaining walls is allowed so long as the wall follows general architectural, engineering standards and city ordinances. Retaining walls should be shown on the plot plan for the lot or parcel as well as a note to identify the type of material(s) to be used for the wall. Walls must be located entirely within the boundary of the lot or parcel of which they are a part, unless appropriate easements are acquired and recorded. The developer may also use retaining walls to enhance landscaping, provide safe transitions from Open Spaces to developed spaces. Retaining walls are also to be used to provide good land planning and drainage throughout the development.

6.0 Architectural Standards

The architectural styles within the South Hills Development will include a variety of themes. The developer of each pod is encouraged to determine the general style or architectural theme of the buildings in that pod. Different combinations of materials including, but not limited to: stucco, cement fiber siding, masonry, roofing materials, brick and stone, and wood are encouraged to be used to complement each other, and work together to produce a harmonious style. The SHDRC may reject any design proposal which materially conflicts with the intent or overall philosophy of these Technical Guidelines.

6.1 Style and Character

The general style and character of each residence shall be appropriate to the size of the lot, the location within the development and topography. Homes on sloping lots that result in large retaining walls due to the poor integration of the home and topography may be denied by the SHDRC. The incorporation of dormers, porches, wide roof overhangs, iron elements, shutters, accent shingles, and a high percentage of glass and windows are encouraged. Architectural patterns or styles are included in Attachment F of this document. These patterns are to be used as a guideline in designing homes for the South Hills development. The SHDRC may approve additional building styles based on location and merit.

6.2 Minimum Structure Sizes

The minimum building size for the South Hills development will be regulated based on lot size and land use according to the following chart. Minimum square footage requirements for the primary structure on a lot is based on above grade livable space. Garage square footage and finished space in accessory buildings is not to be included in the total square footage.

Minimum Building Size (in Square Feet)				
Map Designation	Type	Main Floor (sf)	Finished (sf)	Min. Garage Size
Low	Rambler	1,800	1,800	2-Car
Low	Multi-Story	1,500	2,250	2-Car
Medium	Rambler	1,500	1,500	2-Car
Medium	Multi-Story	1,300	2,000	2-Car
*Removed Medium Cluster				
*Removed Medium Cluster				
High, Mixed Use	Multi Family	650	650	N/A

6.3 Building Heights

Special Building Height Controls: Uses and buildings shall conform to the following special height regulations:

6.3.1 Building height shall be measured as per City standards.

6.3.2 In LDR and MDR areas, the maximum building height shall be thirty five feet (35'), except that the front and rear vertical building walls shall not exceed thirty one feet (31'). On a corner lot, roof gable ends which face onto either the front or corner side yard, but not both, are permitted to the height of thirty five feet (35').

6.3.3 In MDC, HDR, and MU2 areas, the maximum building height shall be forty five (45'), except that the front and rear vertical building walls shall not exceed forty two (42'). On a corner lot, roof gable ends which face onto either the front or corner side yard, but not both, are permitted to a height of forty five (45').

Where buildings are stepped to accommodate the slope of terrain, each step shall have a horizontal dimension of at least twelve (12').

6.3.4 Building Height Special Exception: The SHDRC, as a special exception to these Technical Guidelines, and according to the height regulations of the applicable district, may approve a permit to exceed the maximum building height but shall not have the authority to grant additional stories. To grant a height special exception the SHDRC should find the proposed plan:

- a.** Is a design better suited to the site than can be achieved by strict compliance to these regulations; and
- b.** Satisfies the following criteria:
 - i.** The topography of the lot presents difficulties for construction when the height limitations are applied,
 - ii.** The structure has been designed for the topographic conditions existing on the particular lot, and
 - iii.** The impact of additional height on neighboring properties has been identified and reasonably mitigated.
- c.** In making these considerations the SHDRC can consider the size of the lot upon which the structure is proposed.
- d.** The burden of proof is upon the applicant to submit sufficient data to persuade the SHDRC that the criteria have been satisfied.
- e.** Special exceptions pursuant to this section must be approved by Herriman City.
- f.** The SHDRC may deny an application for a height special exception if:
 - i.** The architectural plans submitted are designed for structures on level, or nearly level, ground, and the design is transposed to hillside lots requiring support foundations such that the structure exceeds the height limits of these regulations;

- ii. The additional height can be reduced by modifying the design of the structure through the use of stepping or terracing or by altering the placement of the structure on the lot;

6.4 Garages and Accessory Buildings

The following guidelines are for Low Density Residential (LDR) and Medium Density Residential (MDR):

The use of recessed and side-entry garages is encouraged. Garages may be attached or detached from the primary residence. Front-loading garage doors may protrude in front of the main building facade. See Attachment E for examples of encouraged garage configurations. Front porches and building entries may protrude in front of the garage as allowed by the lot setback. Detached garages or sheds are encouraged to be similar in style and color to that of the primary structure. A detached garage must be placed within the rear yard area of the lot and must be clearly shown on the site plan that is submitted for review. Accessory Buildings shall be of a permanent nature and should be of similar construction, materials and color as the primary structure.

For Medium Density Cluster (MDC), High Density Residential (HDR), and in Mixed Use (MU), or in any other residential area, product type will drive garage configuration. Each case will be reviewed by the SHDRC for compliance with the following design principles:

- A. Garage doors should be screened from angled views by landscaping.
- B. Garage doors can be configured in alleyways or courtyards.
- C. Garage doors can be beautified by the use of natural materials, carriage house windows, color variations, lighting, material texture, and material patterns or imprints.
- D. Garage doors can be off-set from each other relative to distance from the street.
- E. Single bay doors can be used in lieu of the more standard double bay doors.
- F. Garage doors can be placed on the side of the units instead of the front.
- G. Garages can be eliminated by the use of underground parking.
- H. Garages can be eliminated by providing covered parking.

6.5 Elevations

The following architectural standards apply to all Low Density Residential and Medium Density Residential lots or development. The Owner or Applicant for SHDRC approval is required to implement these standards. Architectural standards in the MDC and HDR areas are to conform to the standards listed below where applicable. The architecture in the MDC and HDR areas should be designed to complement the surrounding neighborhoods. MDC and HDR pods should generally have CCRs and be self-governed by a Homeowners Association.

The exterior of each home should meet or exceed the following minimum standards for finish and materials. All windows and doors should be trimmed or set apart from the plane of the facade by accent colors. The exterior of any building or structure should blend with the natural materials and predominant colors and hues of the surrounding foothills. Colors permitted include grays, browns, greens, tans and other native earth tones. White or bright colors shall be limited to window casings, doors, eaves and other trim areas.

Non reflective glass is to be used for windows. Windows and other glass surfaces shall have an outdoor visible light reflective value no more than eighteen percent (18%) as defined and measured by ASTM E308-90 or its successor.

The use of shutters or similar exterior trim elements is encouraged.

It is encouraged that the massing of front, rear, and side is broken-up by at least a 3-foot relief. This is especially important on elevations that significantly affect the view shed.

Front Building Elevation - Brick, rock or stone is to be used for the finish system on the front building facade and must make up a minimum of 30% of the total area of the front facade. If the home incorporates a front porch across the entire front facade of the house the brick, rock, or stone can be reduced to 10%. Brick or stone shall be used on the front elevation to show significant masonry architectural detail in the form of vertical accents. However, other architectural details may be used in lieu of brick/stone if approved by the SHDRC. Manufactured materials may be substituted for real stone products. The remainder of the front elevation may be finished with a combination of stucco, fiber cement material, or brick products. The use of vinyl and aluminum siding is prohibited. The trim should be applied consistently with the architectural style of the home. Trim should be applied so that it adds dimension to the front facade. The use of more than three finish materials (excluding window frames and glass) in the front elevation is discouraged. All finish materials used, and their placement on the facade, must be indicated on the elevation rendering when submitted for review to the SHDRC. Where living space is added above the garage, the front facade must include windows and other treatments to avoid a large blank wall space above the garage doors.

Side Building Elevation - The side of the building shall have the same primary material treatment as the front (facades as described in the Exterior Materials and Color Section 6.3) Each side elevation must include at least two windows per floor, unless the home contains a wainscot that covers the entire length of the side elevation, in which case, only one window per floor is required. The windows should make up 5% of the side facade for a non-corner lot. For corner lots the windows should make up 10% of the facade and must have similar window treatments as the front facade windows, i.e. trim and/or shutters.

Rear Elevation - Any house or building where the rear of the building is facing a street or active open space must have the same architectural elements for the rear elevation as for the front elevation, i.e. trim, shutters, rock, stone, masonry base. Landscaping can also be used to help break-up the back wall, but cannot be used exclusively to satisfy this requirement.

6.6 Roof Materials, Fascia, Soffits

Roof planes for lots on a street without a cul-de-sac shall have a minimum pitch of 6:12 (vertical to horizontal). Lesser pitches may be utilized on small areas of the roof plane such as shed dormers and patio or porch roofs. The design of the roof should appear as an integrated architectural element. Generally, continuous long rooflines are discouraged. Thirty-year architectural grade roofing material is the minimum allowable quality allowed for roofs in the

South Hills Development. Other shingle materials that meet or exceed the minimum requirement may be approved by the RDRC.

A minimum fascia height of 4 inches shall be required for all homes. These elements shall be finished to match the finish and color or the trim of accent color of the home. Exposed rafters and open soffits shall only be allowed by the SHDRC when they relate to the style of the architecture. In such cases, the soffit and rafters must be painted to match the building. Soffit and fascia finish materials must be approved by the SHDRC.

6.7 Porches and Decks

The use of covered porches and decks to extend the living area outdoors is encouraged. Front porches may extend into the front setback area as allowed in Section 5.1, "Setbacks". The use of railings on porches is encouraged. When a covered porch is added to mitigate garage protrusion it must be at least ten (10) feet deep and at least 100 square feet in size. Covered porches, decks and overhangs are encouraged to provide variety to the building facades of each residence while maintaining architectural integrity and unity within the structure. The appearance of 'add-on' elements should be avoided.

Rear decks shall be integrated into the design of the structure. The appearance of a deck supported by 'spindly legs' should be avoided with minimum size support posts of 6"x 6". The SHDRC may require the use of structural elements beyond that required by building code to achieve visual balance between the deck and the support structure.

6.8 Contemporary and Technological Conveniences

New products and technological conveniences such as satellite dishes may be evaluated and regulated as to location and use by the SHDRC. Satellite dishes larger than 24 inches in diameter, and radio and TV antennas taller than eight (8) feet are not to be permitted except by special permission from the SHDRC and the City. Location, visibility from adjacent properties, color and screening will be considered in granting permission for such devices. Approval of such devices shall be considered provisional, and may be withdrawn by the SHDRC. As such, the permit may be withdrawn by the SHDRC and the City upon violation of any conditions that were imposed at the time of the approval. In such cases, the device must be removed within 30 days of cancellation of the permit.

6.9 Home Based Business

Home Based Businesses are permitted in the South Hills Development provided they meet all requirements as specified in the Herriman City Code and a business license has been issued by the City. The SHDRC must be notified by the applicant of the request for a business license located within the subdivision. Additional restrictions may be requested by the SHDRC at the time the license is issued. The use of business signage is prohibited.

6.10 Modification of Architectural Standards

The architectural requirements for structures in these Guidelines may be modified upon approval of the SHDRC. The text of such modifications is to be made available for review at the offices of South Hills Development. Requested changes to the architectural guidelines will be reviewed by the SHDRC in their next meeting following the submittal of the requested modifications. The

entity or person requesting the modification may be requested to attend the SHDRC meeting in which the modification request will be discussed to explain the request or answer questions by the SHDRC. Approval of the modification request can be postponed by the SHDRC until such time as all information regarding the request has been submitted, and the SHDRC has had sufficient opportunity to review the modification request. The modifications shall become effective upon approval of the SHDRC.

Proposed modifications of the architectural standards shall be filed with the Administrator after being approved by the SHDRC. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine the acceptability of the proposed modification then the Administrator may require the proposed modifications to be processed as a Modification Application pursuant to the MDA. The Administrator shall consider and decide upon the proposed modifications within a reasonable time. If the Administrator approves any proposed modifications then the Administrator shall notify the Planning Commission in writing of the proposed approval. Unless the Administrator receives a notice specified below that the proposed modification be considered by the Planning Commission as a Modification Application then approval of the proposed modification by the Administrator shall be conclusively deemed binding on the City. Any member of the Planning Commission may, within ten (10) business days after notification by the Administrator, notify the Administrator that the proposed modification must be processed as a Modification Application. If the Administrator denies any proposed modification then the Applicant may process the proposed modification as a Modification Application pursuant to the MDA.

7.0 LANDSCAPING STANDARDS

The following landscape standards shall apply to all residential development. The Applicant for SHDRC approval shall be required to implement these standards as well as a landscaping deposit. Failure by the Applicant to complete the required landscaping as outlined in this section will result in loss of the associated escrowed deposit. The escrow requirement may be changed or waived by South Hills at its sole discretion. Escrow amounts are to be calculated by the Applicant for each pod, and approved by the SHDRC, and are to represent the cost of the landscaping in that pod. A landscape plan must be submitted and approved by the SHDRC prior to Herriman City issuing a building permit. The SHDRC has the right to reject any design proposal which materially conflicts with the intent or overall philosophy of these Technical Guidelines.

7.1 Landscape Planting

Each lot or residential parcel shall meet or exceed the following landscape standards:

7.1.1 Front Yard Landscaping

The front yard area (including park strips) of each lot or parcel must be landscaped by the Applicant prior to final inspection by the City, except when final inspection occurs during fall or winter months (defined as November 1 to March 31). In this case the Applicant shall be required to install front yard landscaping by April 30th of the following spring. After installation of front and side yard landscaping is complete, 50% (the other 50% is for the rear yard, see section 7.1.3) of the escrowed amount will be released upon written request by the Applicant.

The minimum requirements for front yard landscaping (based on square footage of front yard area) are as follows. The type and size of all street trees (those planted in park strips) must be according to the City's approved street tree list. All other front yard plantings shall be according to Attachment "G":

- A. 2 trees (2" caliper min.) located between the walk and home
- B. 3 shrubs (5 gallon) per 600 sf
- C. 1 evergreen shrub (5 gallon) per 600 sf
- D. Minimum 2 Street Trees (2" caliper min.) located in the park strip or 1 Street Tree (2" caliper min.) per 25' of frontage (i.e. 75' frontage requires 3 trees), whichever is greater.
- E. Sod

7.1.2 Park Strip Landscaping

All park strip areas adjacent to the front, rear and side yard areas of each lot are to be landscaped by the Applicant and maintained by the homeowner. No materials other than the approved trees or grass may be installed in park strip areas. Rocks, gravel, bark, or other types of xera-scaping are not accepted landscape materials for park strip areas. Street trees shall be located within the park strip between the side walk and curb. Clear zones for visibility and safety must be considered when locating street trees on comer lots. The side park strips on comer lots must follow the rule of one tree every 25 feet. Any tree that is placed in the park strip that is contrary to the 'Street Tree List' may be removed and replaced with an appropriate tree by the SHDRC at the lot Applicant's expense.

Park Strip landscaping is to be coordinated with the 'Street Tree Master Plan'. The lot owner is responsible to maintain the park strip.

7.1.3 Rear Yard Landscaping

The rear yard area of each lot or parcel must be landscaped by the Applicant within 90 days of the issuance of the final inspection. When the final inspection occurs during fall or winter months (defined as November 1 to March 31), the Applicant shall be required to install rear yard landscaping by April 30th of the following spring. After installation of the rear yard landscaping is complete, 50% (the other 50% is for front yard landscaping, see section 7.1.1) of the escrowed amount may be released upon written request by the Applicant.

The minimum requirements for rear yard landscaping are as follows:

- A. 3 Trees (2" cal. min.)
- B. Sod or hydro seeded grass.

The balance of the rear yard shall be landscaped with sod, ground cover, planting beds, or a vegetable garden.

7.1.4 Side Yard Landscaping - The minimum requirements for side yard landscaping shall be the installation of sod or hydro seed, ground cover or planting beds. On comer lots, or triple

fronting lots, the side yard(s) facing the street(s) shall be treated as a front yard and landscaped accordingly by the Applicant.

All landscaping is required to be installed with an automatic irrigation system. Irrigation systems must provide coverage within the front and/or side yard park strips. The use of a water conserving drip irrigation systems is encouraged.

Landscaping in the MCD, HDR, and MU areas shall conform to the above listed standards where applicable and shall also provide a landscape plan as part of the site plan submittal to the SHDRC and to the City. The Landscaping in the MDC, HDR, and MU areas should be designed to help soften the density and generally should be maintained under a Homeowners Association. Individual units may be allowed to have a small area of private landscaping, but in general this area should be screened from public view.

7.2 Erosion Control Planting or Measures

All graded areas of any lot will be required to install temporary erosion control plantings or similar erosion control measures in advance of the final landscape installation. All final landscape plans must address erosion control issues for the house, the lot and any drainage easements that may exist along the lot boundaries. Homeowners may not alter or remove any existing permanent erosion control, drainage system improvements, or any other permanent infrastructure without prior approval from the SHDRC. Erosion control plans shall be submitted to the SHDRC for review and approval.

All erosion control measures, as shown in the SWPPP and installed by the Developer, must be maintained by the Developer until one of the following occurs:

1. A lot has been sold and a building permit has been issued for said lot.
2. A lot has been sold and the Developer's warrantee for the erosion control measures has been fulfilled.

In either of the two cases listed above the lot owner becomes responsible for the maintenance of all SWPPP measures for his lot. A copy of the SWPPP is available upon written request from the South Hills Development office.

7.3 Plantings Adjacent to Development Open Space

Privately owned landscaping adjacent to open spaces should be planned to provide for screening and privacy where desired by the homeowner. A hard, mowable edge or a planting bed with a spun fabric weed barrier is recommended along the boundary. As maintenance within the common areas may vary and planting may be limited to native vegetation will help to minimize weed intrusion into the residential landscape. Placement of private landscaping within the common area is not permitted. Any such plantings may be removed by future development without notice or compensation to the homeowner. Maintenance to control weeds and fire hazards within the common areas by the owner of an adjacent property may be permitted upon approval of the SHDRC.

7.4 Required Plant Materials

Plantings within the South Hills Development, except those within common areas which are maintained by the City or in public park strips, shall be selected from the approved list in Attachment G 'Recommended Plant Materials' and the City's approved plant list. Lot owners should use this list for individual landscape planting plans within the development. Plants listed as 'Prohibited' are not allowed within the South Hills development.

7.5 Maintenance

Each owner, at the Owner's sole cost shall be responsible for the maintenance and repair of all landscaping on the Owner's lot or parcel. This includes parkstrip areas, on either side of sidewalks. All landscaping shall be maintained in good condition including but not limited to irrigation, mowing, fertilization, pruning, pest and disease control, trash removal, fencing, or any other improvement within the landscaped area. Dead, damaged or dying plant materials and damaged or deteriorating structural elements shall be removed or replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent.

7.6 Weed Control

Each owner shall be responsible to control weed growth on their lot or parcel. Weeds may not be permitted to exceed six (6) inches in height with the exception of common area parcels that are planted in native vegetation. Any vegetative growth that is deemed, in writing, to be a fire hazard by municipal authorities is to be removed within five (5) business days of the date of written notice, at the lot/pad/unit owner's expense. This requirement applies to both developed and undeveloped properties.

8.0 Lighting and Miscellaneous Site Features

The intent of this section is to provide security and safety for sidewalks, pathways, and streets while preserving the nighttime sky.

8.1 Site Lighting

The provision of adequate lighting, while maintaining the rural nature of the surrounding areas, is an important design goal for the South Hills Development. Streetlights will be installed along major arterial and collector roads. Public Local Streets shall be lit according to City standards. Lighting within the development shall be coordinated according to the following guidelines, and fixtures shall be approved by the SHDRC.

Pathway Lighting - Major pathways within the core areas of the development should be illuminated by Applicant. These light fixtures shall be of city standard. Illumination levels shall be chosen by Developer based on the intended use of the pathway.

House Lighting - All exterior light fixtures on residences, except those adjacent to front entries and garages, shall be of a type that has a light source shielded from view from the street or neighboring properties, such that sidewalks are illuminated. These lights are to be installed with timers that automatically turn on the lights at a programmed time in the evening, and then automatically turn off at a programmed time in the morning. This type of lighting program satisfies the need for lighting on local streets, and still preserves the night sky from urban style

conventional street lighting. Security lighting installed on a residence shall be concealed from the street view by locating it under eaves or in niches built into the architecture and painted to match the structure. No lighting shall be allowed that shines on another residence or lot. The use of any light source with a color other than white or pale yellow shall be prohibited except for holiday lighting.

Landscape Lighting - Landscape lighting is permitted within each lot as long as it meets the intent of the 'House Lighting' section outlined above. All landscape lighting should be low voltage. Landscape lighting shall be used for accent lighting and not for general illumination of the residential lot.

Holiday Lighting and Decorations - Holiday lighting and decorations shall not become a nuisance to neighbors. Holiday lighting and decorations may be displayed for a period of (45) days prior to and (30) days after the holiday it is intended for.

9.0 Signage

9.1 Sign Program

Signage continuity and themeing is important to the long-term values within South Hills. The formulation of a development identity will be governed by the SHDRC. All Applicants shall be required to submit a Sign Program to the SHDRC for approval prior to installation of any sign within the South Hills Development. The Sign Program will delineate the type, size, location, height, and duration of use, responsible person with all contact information, and content or design of all signs. All signage must also be approved by the city.

9.2 Temporary Signage

Real estate, construction and similar temporary signage shall be governed by the SHDRC. Those signs that are not approved as part of the Signs Program are subject to removal without notice. All approved signs must be maintained in a clean and safe manner. Any damaged sign must be repaired or removed within five (5) business days of written notice.

9.3 Flags and Flagpoles

All flags and flagpoles, whether permanent or temporary, must be approved by the SHDRC. An exception to this requirement shall be the placement of no more than two (2) poles not exceeding five feet each in length on a structure. Flags on these poles may not exceed fifteen (15) square feet each.

9.4 Entry Monumentation

Each pod or neighborhood will determine a name for the platted neighborhood (pod) that ties it to the overall master planned project. An entry monument design is to be submitted to the SHDRC for review and approval. The design should comingle man-made aspects with landscaping resulting in a manicured formal appearance. The entry feature should be proportional in size and grandeur to the size and product type of the product in the pod.

10.0 General Conditions and Maintenance

10.1 Construction Operations

Construction operations must proceed in an orderly manner within the development. The Contractor and or Owner are responsible for the safety conditions of their property as well as any required liability and disability insurance coverage. It is the responsibility of the Contractor and or Owner to see that all subcontractors and material suppliers adhere to the rules and regulations as outlined in these regulations.

Due to the site conditions, blasting utilities and foundation may be required. The contractor shall be permitted to blast as long as he is using a state certified blasting company, and he has also obtained all state and local permits.

Site grading, site preparation, topsoil processing, soil processing and crushing can be permitted at the risk of the developer as part of the land development operations. The contractor or owner must have the appropriate permits, licenses and insurance to perform such work. It should also follow the policies of the City, State Department of Water resources with the appropriate UPDES permit, as well as the Department of Air Quality and the appropriate dust control permits. Any fines the developer incurs as a result of the negligence of a lot owner, group of lot owners or builders will be summarily transferred to said lot owner or owners.

10.2 Access to Building Sites and Lots

Owners and contractors may only access building sites by legal points of access such as dedicated streets, rights-of-way, or construction easements. The crossing of adjacent properties, parcels, or lots is prohibited except by written permission of the owner of the adjacent parcel. The use of dirt ramps as a means of accessing lots from the street is strictly prohibited. Steel plate, plastic, or other type of ramps may be used so long as all concrete improvements are protected while gutter flow is uninhibited. Fines will be issued to lot owners and builders where dirt ramps are found, regardless of who placed the dirt ramp on the lot. These funds will be withheld from damage deposits to pay for storm drain cleanup. No homeowner or contractor may utilize any public or Development open space for access to the rear of the lot for any purpose without prior written permission from the SHDRC or other appropriate governmental agency. Permission may be granted for temporary uses or construction purposes only.

Permission will not be granted for the purpose of storing vehicles, campers, motor homes, boats or other equipment.

10.3 Dust and Erosion Control

Each Applicant shall be required to control all dust during construction. An erosion control plan must be included with the SHDRC submittal which follows the SWPPP guidelines as shown in Attachment H. This plan is to be implemented for all phases of construction. Failure to adequately control dust and erosion may result in the levying of penalties or fines by the SHDRC. The Applicant must also follow the requirements as outlined by the State Department of Water Quality.

10.4 Cleanup of Building Sites

Building sites should be cleaned on a regular basis. Materials should be secured on the site to prevent the blowing of debris and garbage. Commercial dumpsters must be located on the

building site or in the right-of-way in front of the site. A location on an adjacent site under the control of the contractor is also permitted. The contractor shall leave the site in a clean condition upon completion of construction.

10.5 Disposal of Construction Debris

All construction debris must be removed from the property and disposed of in a legally approved manner. The burning or burial on site of debris and garbage is not permitted.

10.6 Concrete Washout Areas

Each Applicant shall be required to designate and maintain a concrete washout area on the subject lot. All concrete washouts as a result of construction must be removed from the lot and properly disposed of upon completion of construction.

11.0 Violations and Enforcement

11.1 Fines

Violations of section 10 of the Technical Guidelines shall be punishable by fines, penalties and charges for replacement of any damaged improvements. A current list of charges may be obtained from the SHDRC office.

11.2 Liens

Any violations of these Guidelines shall be subject to fines as established and authorized in these Guidelines by and payable to the SHDRC. The payment of any fines shall be the responsibility of the lot/parcel owner. Any fine that is not paid in the time limit specified may be filed as a lien against the subject lot/parcel. Any violation that is not corrected within 30 days may be corrected by the SHDRC, at its discretion, and subsequently billed to the lot/parcel owner, or filed as a lien against the property.

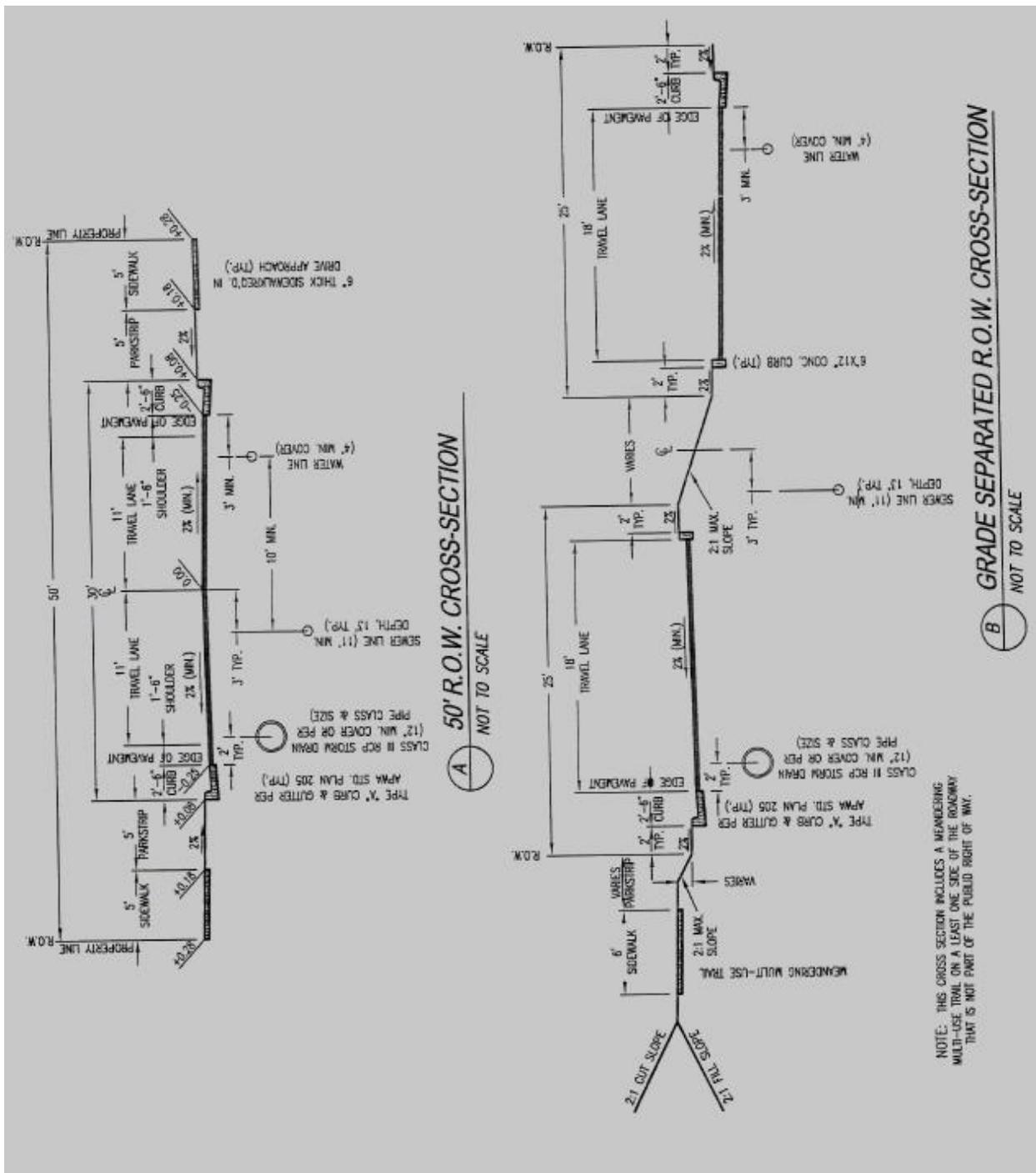
**Attachment A1
“Scoring”**

South Hills Technical Guidelines – Aesthetic Improvement Checklist

Improvement	Points Possible	Total
Square Footage 1800 sq. ft. or Higher	2	
Roof Pitch 8/12 or Steeper	2	
Hip Roof	1	
3 Gables	1	
Window Treatments (See Description)	3	
Dormers and pop out/bay windows	1	
Glass 25% or more	2	
75%+ front masonry	2	
35%+ side masonry	2	
Garage is detached or set back from facade	3	
Side Tum Garage	3	
Double Doors	2	
Alternate Garage Configurations	3	
Covered Front Porch (See Description)	2	
Wrap Around Front Porch	2	
Rear Deck	1	
Covered Rear Deck/Patio	2	
Built in Front, Rear, or Side Second Story Balcony	2	
Decorative Iron Railings	1	
2 or More Large Yard Trees	1	
Significant Rock Work (See Description)	1	
Water Feature	2	
Planting Beds & Shrubs	1	
Decorative Support Beams	2	

New Plan Introduction	2	
Discretionary Points	3	
GRAND TOTAL	Min. 10	=

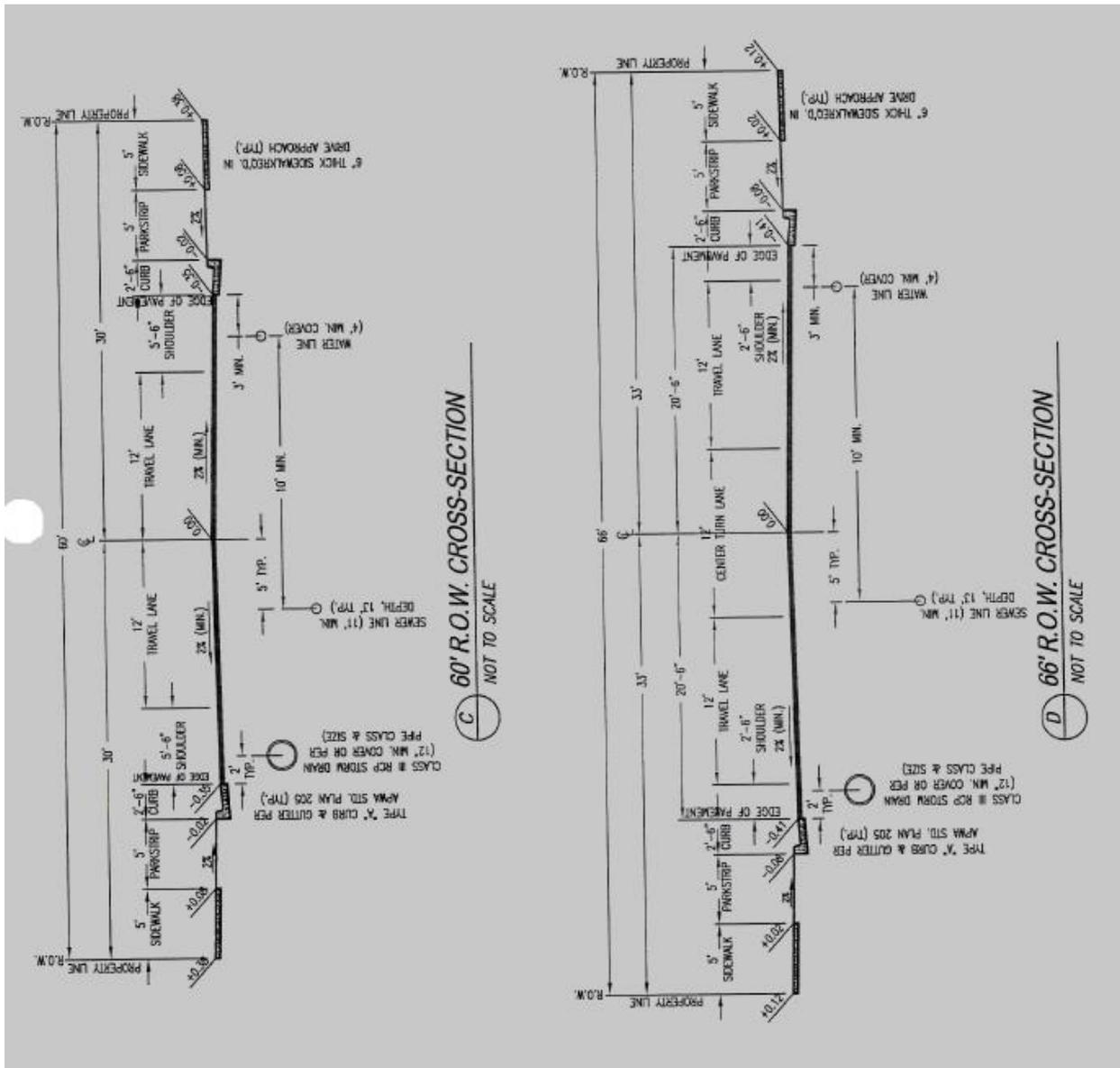
Attachment B1
Sheet 1 of 5
“Roadway Cross-Sections”
UTILITY LOCATIONS ARE FOR REFERENCE ONLY AND NOT REQUIRED TO BE
LOCATED AS SHOWN



**Standard Cross-Sections
Attachment B1.1
Sheet 2 of 5**

“Roadway Cross-Sections”

UTILITY LOCATIONS ARE FOR REFERENCE ONLY AND NOT REQUIRED TO BE LOCATED AS SHOWN



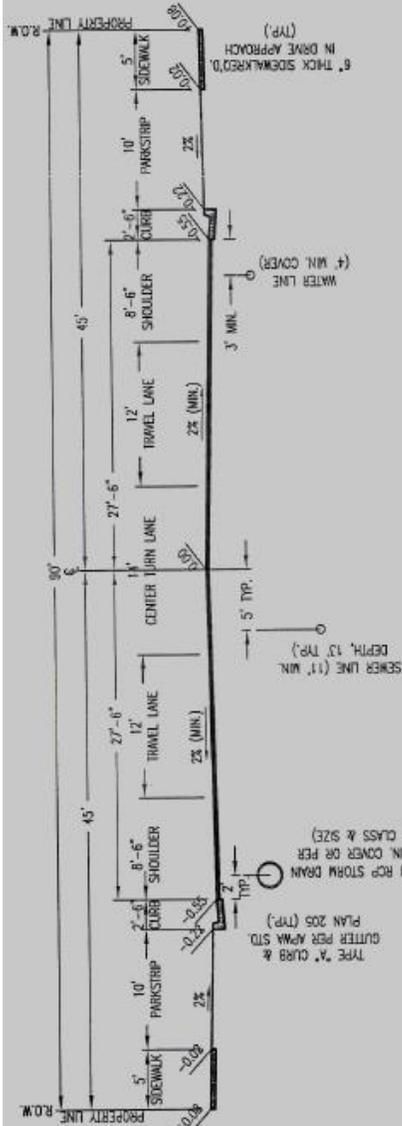
**Standard Cross-Sections
Attachment B1.2
Sheet 3 of 5**

“Roadway Cross-Sections”

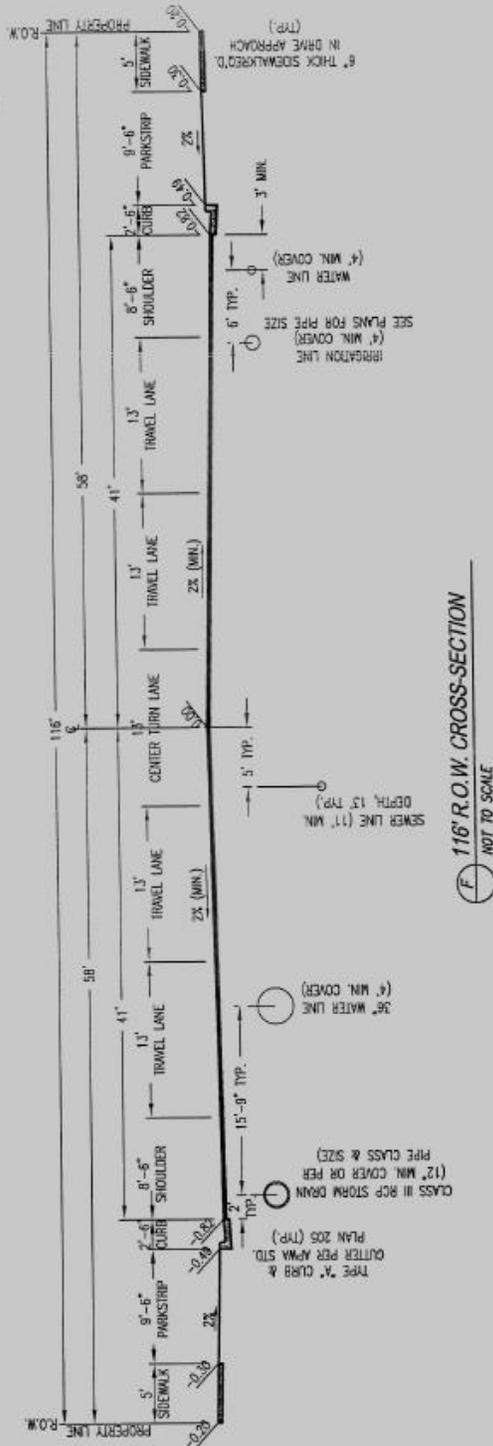
UTILITY LOCATIONS ARE FOR REFERENCE ONLY AND NOT REQUIRED TO BE LOCATED AS SHOWN

"Roadway Cross-Sections"

UTILITY LOCATIONS ARE FOR REFERENCE ONLY AND NOT REQUIRED TO BE LOCATED AS SHOWN



E 90' R.O.W. CROSS-SECTION
NOT TO SCALE



F 116' R.O.W. CROSS-SECTION
NOT TO SCALE

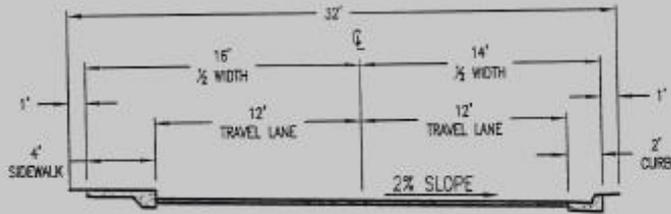
Standard Cross-Sections

Attachment B1.3

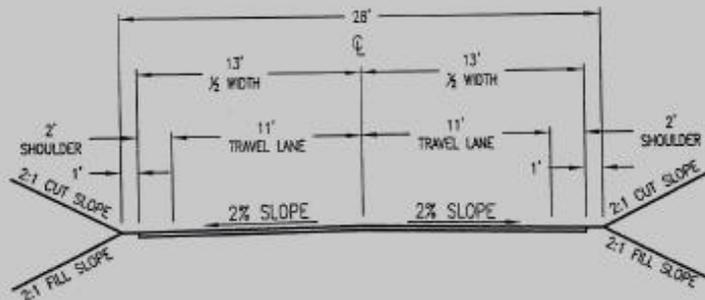
Sheet 4 of 5

"Roadway Cross-Sections"

UTILITY LOCATIONS ARE FOR REFERENCE ONLY AND NOT REQUIRED TO BE LOCATED AS SHOWN



G 32' PRIVATE R.O.W. CROSS-SECTION
NOT TO SCALE



OPTION 2: 36' ROW INCLUDES AN ADDITIONAL
8' CRUSHED ROCK PATH ON ONE SIDE.

H 28' PRIVATE R.O.W. CROSS-SECTION
NOT TO SCALE

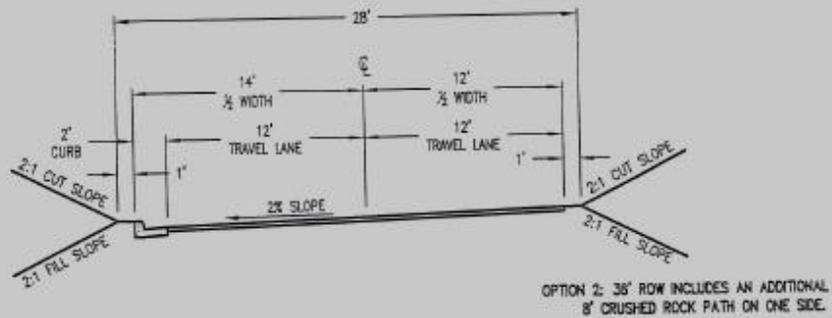
Standard Cross-Sections

Attachment B1.4

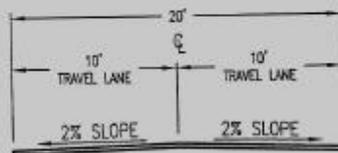
Sheet 5 of 5

“Roadway Cross-Sections”

UTILITY LOCATIONS ARE FOR REFERENCE ONLY AND NOT REQUIRED TO BE LOCATED AS SHOWN



I 28' PRIVATE R.O.W. CROSS-SECTION
NOT TO SCALE



J 20' PRIVATE R.O.W. CROSS-SECTION
NOT TO SCALE

Standard Cross-Sections

Attachment C "Open Space & Trails Map" *Removed From Original MDA*

Attachment D1
“Setbacks”

Primary Structures – (Measured to the Public Right-of-Way)

Map Designation	Lot Size	Front Yard	Rear Yard	Side Yard	Corner Yard	Side Turned Garage Side Yard	Accessory Building Size
Low	8,500-17,999 s.f.	28'	28'	8' min./16' total	20'	N/A	1,200 s.f.
Low	18,000+ s.f.	30'	30'	10' min./24' total	20'	8' min./24' Total	1,200 s.f.
Low	43,560 s.f. (Transition)	32'	30'	12' min.	20'	N/A	1,200 s.f.
Medium	4,000-8,000 s.f.	10' (20' to Garage)	15'	5' min./10' total	18'	N/A	1,200 s.f.
Medium	8,001-10,000 s.f.	20'	20'	5' min./12' total	18'	N/A	1,200 s.f.
Medium	12,001+ s.f.	25'	25'	6' min./15' total	20'	N/A	1,200 s.f.
Medium	12,001+ s.f.	28'	28'	8' min./18' total	20'	6' min./18' Total	1,200 s.f.
*Removed Medium Cluster					N/A	N/A	N/A
High	Public Right-of-Way	15' (20' to Garage)	15'	15'	18'	N/A	N/A
High	Private (Measured from TBC)	8' to Garage	15'	10'	18'	N/A	N/A
High	Public Open Space	8'	12'	6'	N/A	N/A	N/A
All Densities	Accessory Building	6' from main structure	10'	5'	N/A	N/A	N/A
All Densities	Front Porches	Less 4' of Setback	N/A	N/A	N/A	N/A	N/A

		(not in MDC)					
All Densities	Rear Decks (2' Above Grade)	N/A	15'	6'	N/A	N/A	N/A
All Densities	Rear Decks (2' Above Grade) Adjacent to Open Space	N/A	5'	6'	N/A	N/A	N/A
All Densities	Patios, Decks, & Walks at Grade	N/A	4'	4'	N/A	N/A	N/A
All Densities	Public Utility Easement	10'	10'	5'	10'	N/A	N/A

**EXHIBIT E1
FRONT LOAD 2 CAR “GARAGE EXAMPLES”**

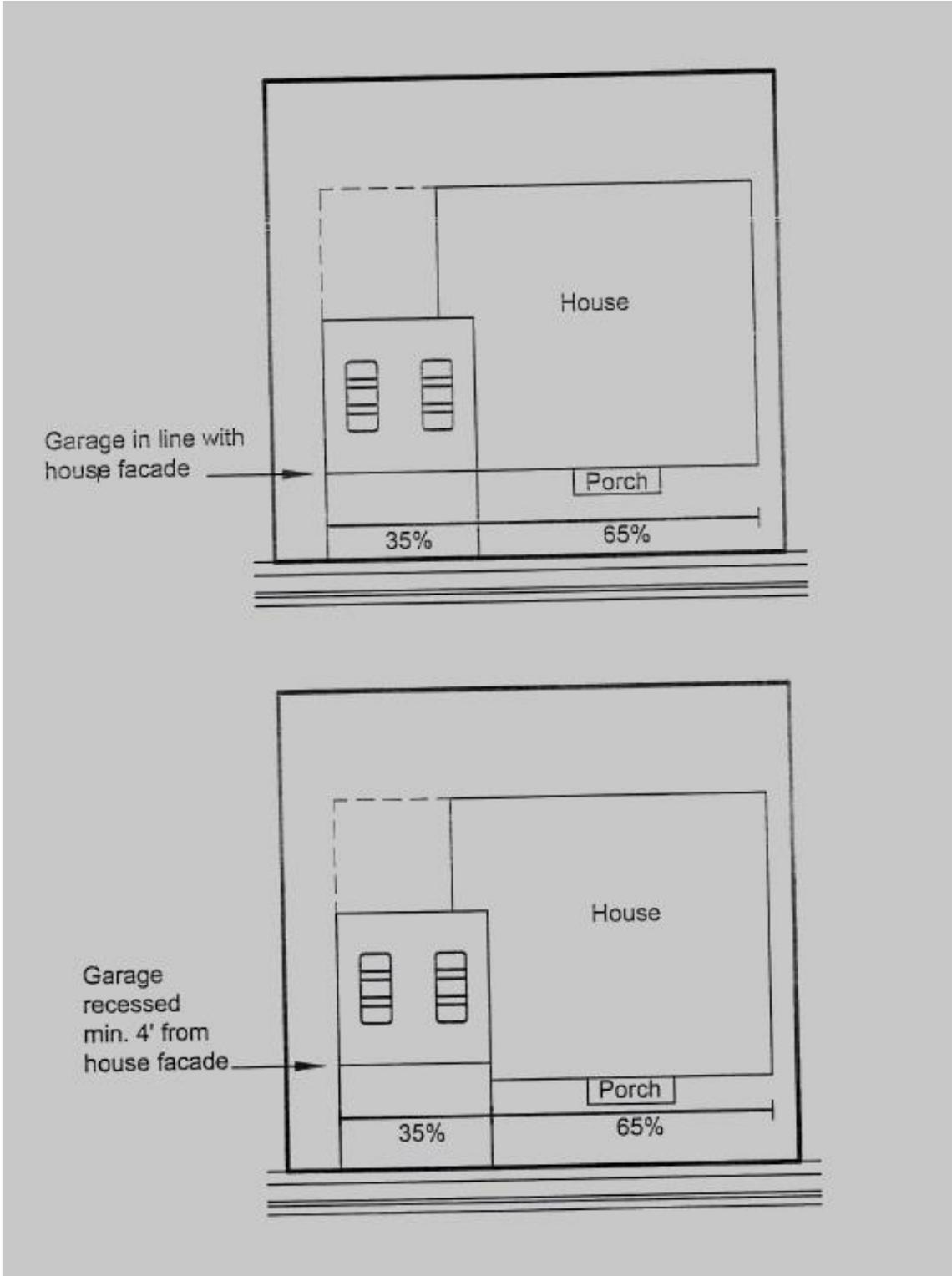


EXHIBIT E1.1

FRONT LOAD 3 CAR "GARAGE EXAMPLES"

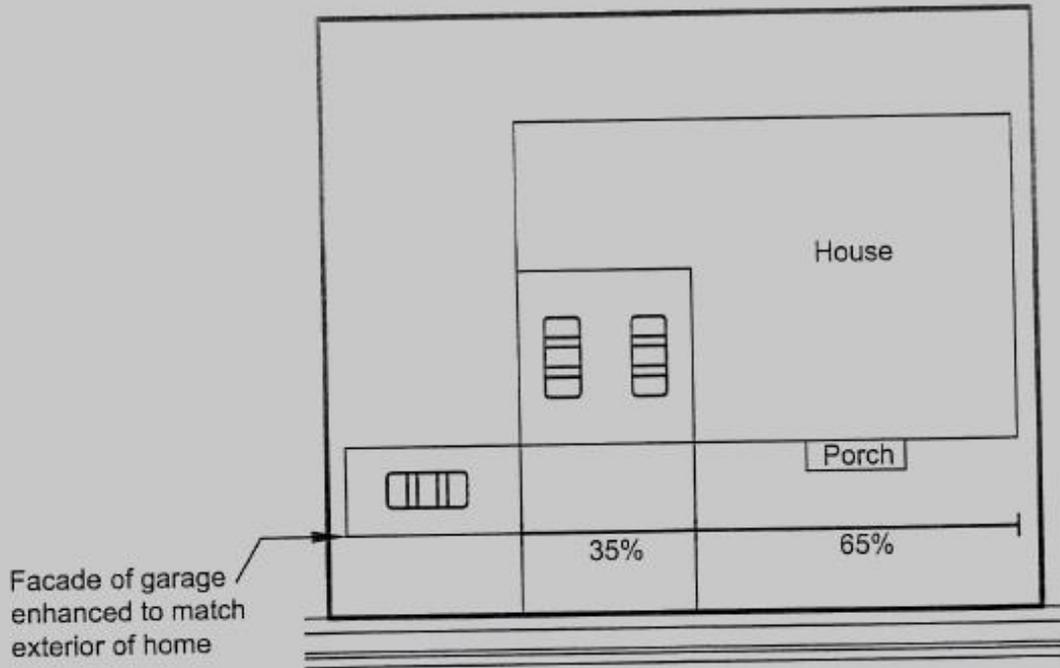
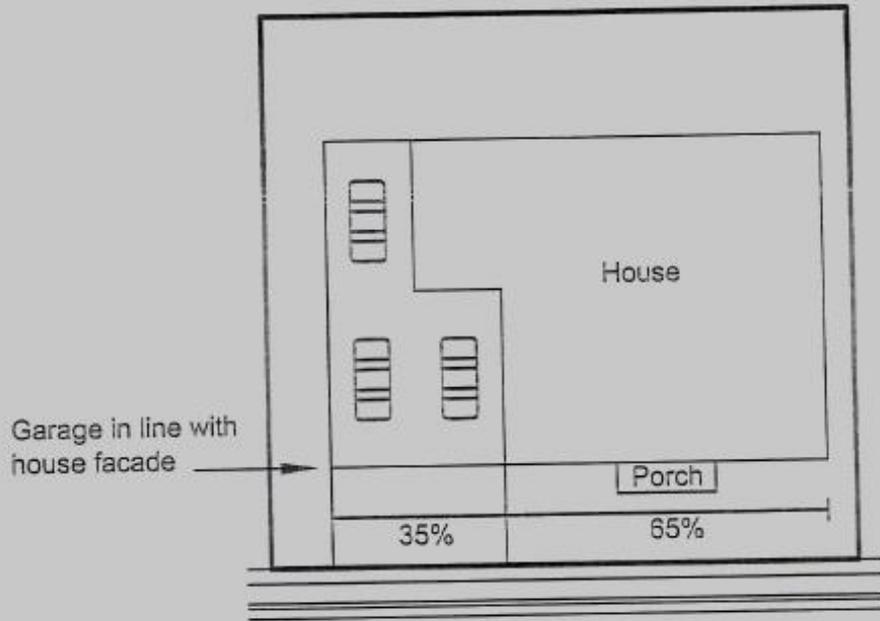


EXHIBIT E1.2
FRONT LOAD 3 CAR “GARAGE EXAMPLES”

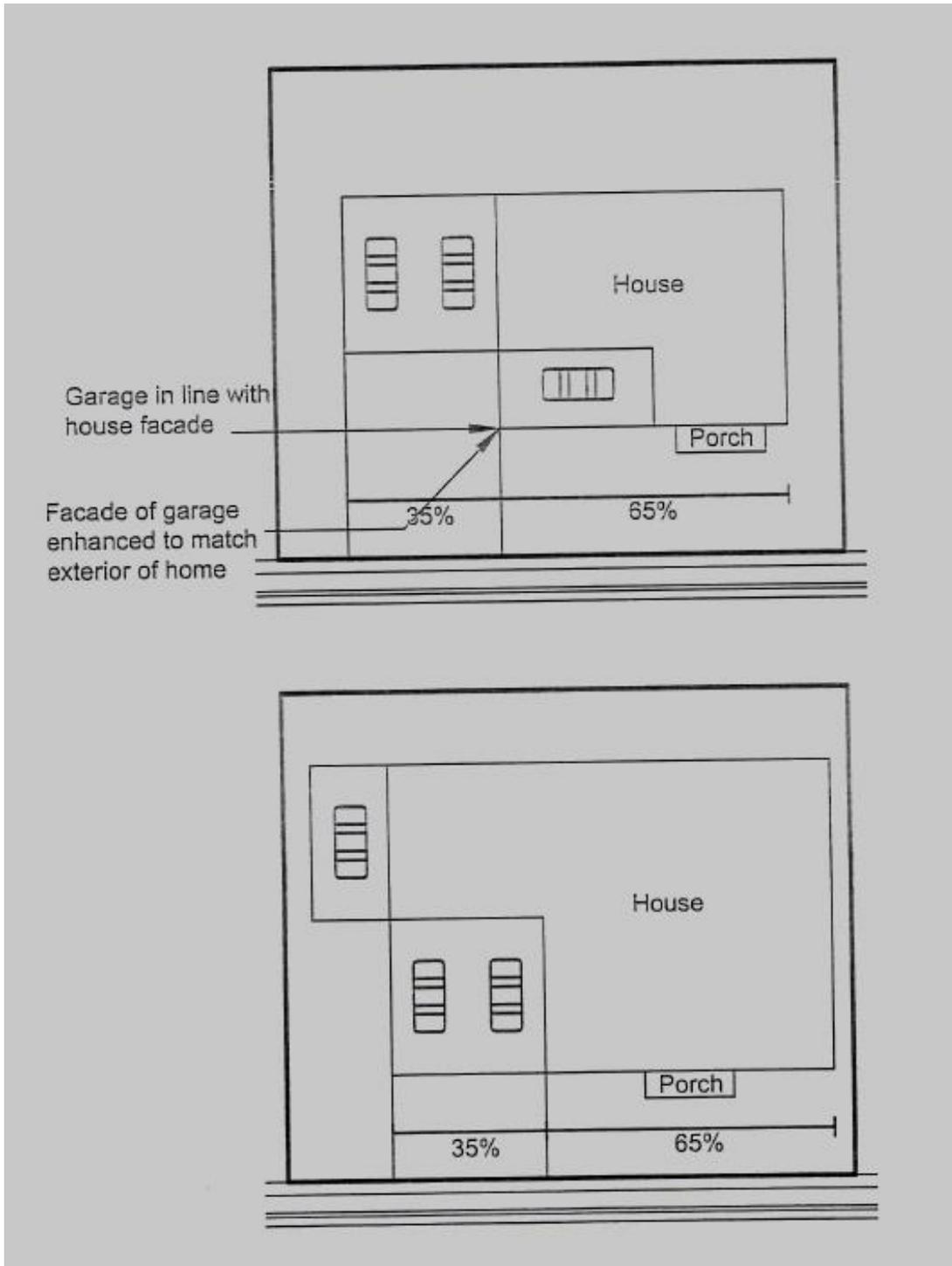


EXHIBIT E1.3

FRONT LOAD 3 CAR "GARAGE EXAMPLES"

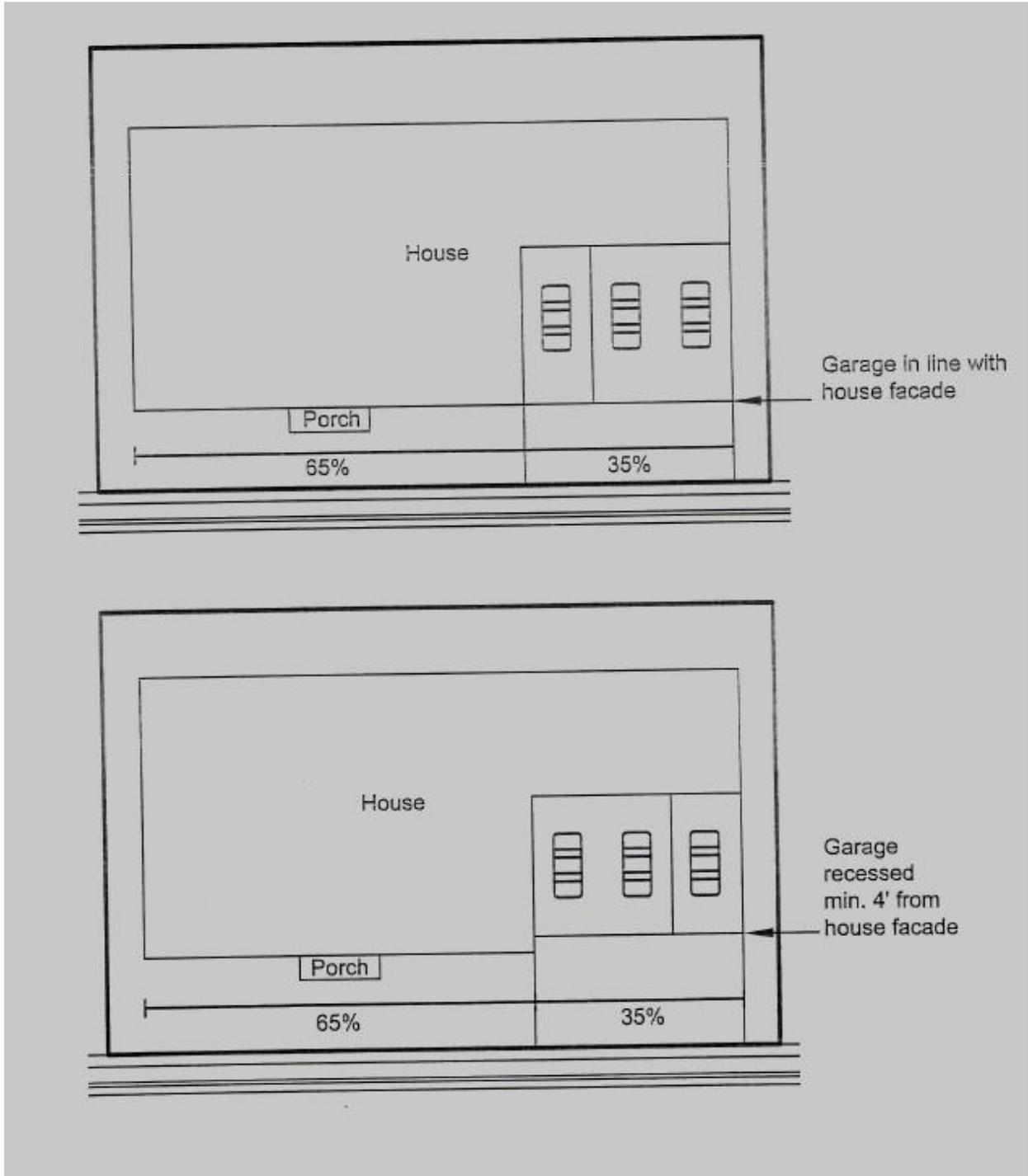


EXHIBIT E1.4

TWO CAR SIDE TURNED “GARAGE EXAMPLES”

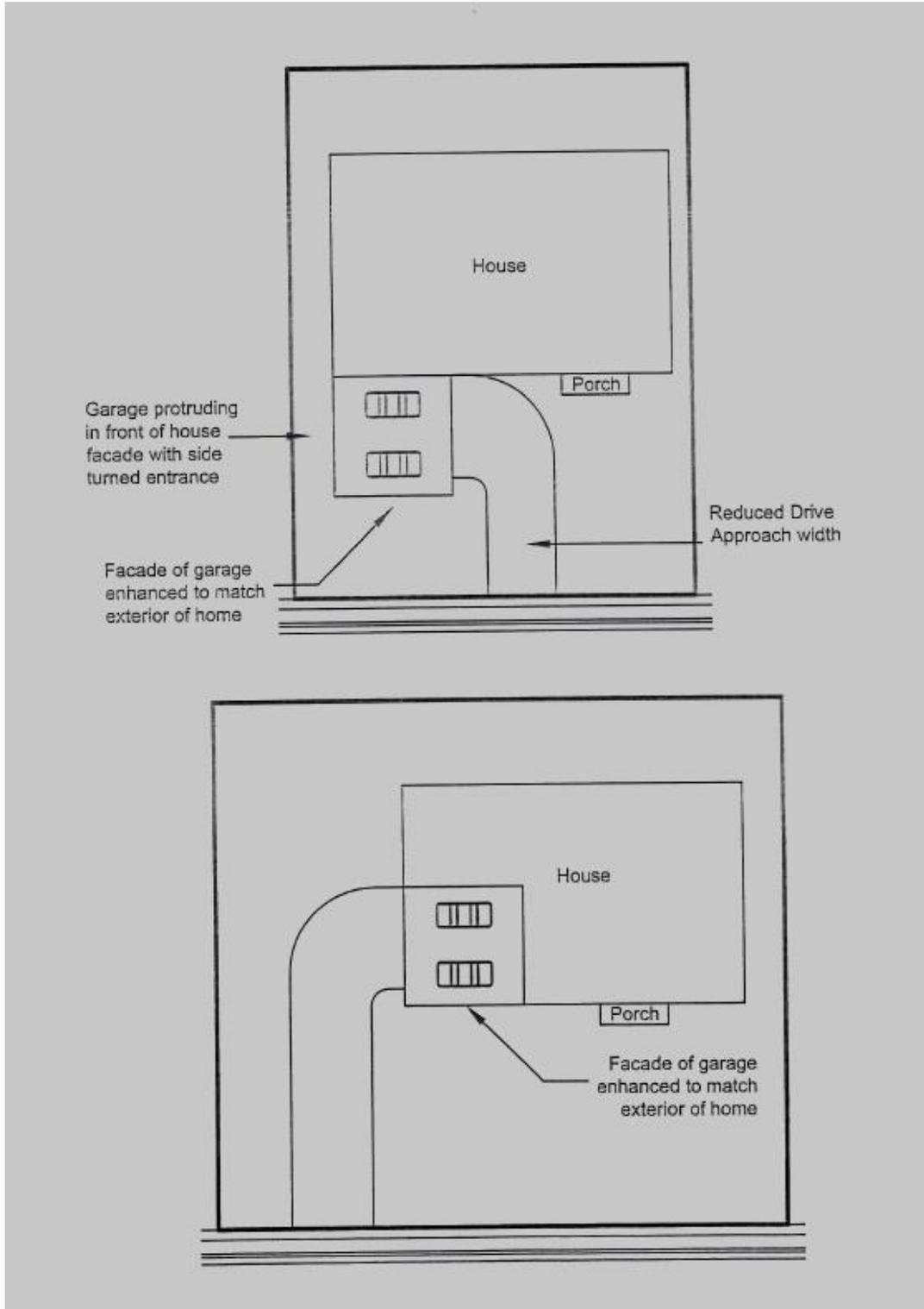
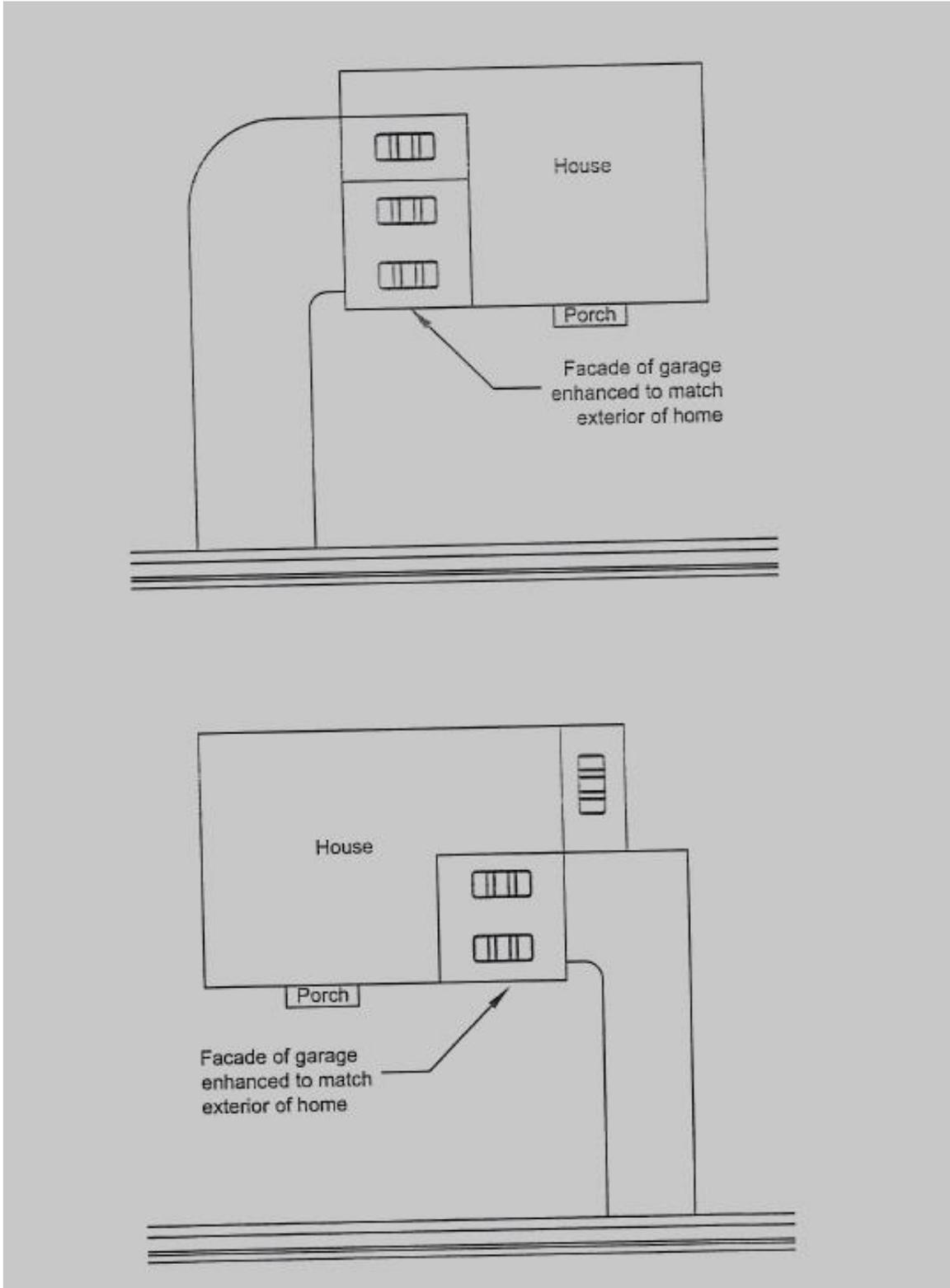


EXHIBIT E1.5

THREE CAR SIDE TURNED “GARAGE EXAMPLES”



**EXHIBIT G1
RECOMMENDED STREET TREES**

**COLLECTOR STREET TREES
SPACING – MINIMUM – 45’ O.C. / MAXIMUM – 65’ O.C.**

SCIENTIFIC NAME	COMMON NAME
ACER P. 'EMERALD QUEEN'	NORWAY MAPLE
ACER PSEUDOPLATANUS	SYCAMORE MAPLE
AESCULUS x C. 'FT. McNAIR'	HORSECHESTNUT
CELTIS OCCIDENTALIS	HACKBERRY
FAGUS SYLVATICA	EUROPEAN BEECH
FRAXINUS P.L. 'CIMMZAM'	CIMMERON GREEN ASH
GLEDITSIA T. 'SKYLINE'	SKYLINE HONEYLOCUST
QUERCUS MACROCARPA	BURR OAK
QUERCUS RUBRA	RED OAK
TILIA C. 'GREENSPIRE'	GREENSPIRE LINDEN

**LOCAL AND NEIGHBORHOOD STREET TREES
SPACING – MINIMUM – 30’ O.C. / MAXIMUM – 50’ O.C.**

SCIENTIFIC NAME	COMMON NAME
ACER CAMPESTRE	HEDGE MAPLE
ACER PLATANOIDES	NORWAY MAPLE
AESCULUS x CARNEA	HORSECHESTNUT
CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL HORNBEAM
CELTIS OCCIDENTALIS	HACKBERRY
CRATAEGUS OXYCANTHA	ENGLISH HAWTHORN
CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN
FRAXINUS AMERICANA	WHITE ASH
FRAXINUS PENNSYLVANICA	GREEN ASH
GINKGO B. 'FAIRMONT'	MAIDENHAIR TREE
GLEDITSIA T. 'IMPERIAL'	IMPERIAL HONEYLOCUST
MALUS 'HOPA'	HOPA CRAB
PYRUS CALLERYANA 'BRADFORD'	BRADFORD FLOWERING PEAR
QUERCUS MACROCARPA	BURR OAK
TILIA A. 'REDMOND'	REDMOND LINDEN
TILIA C. 'GREENSPIRE'	GREENSPIRE LINDEN

Evergreen Trees are not permitted to be placed within the park strips pr any other area that lies between a walkway and the curb

RECOMMENDED PLANTING LIST

EVERGREEN TREES

SCIENTIFIC NAME	COMMON NAME
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ABIES CONCOLOR	CONCOLOR (WHITE) FIR
ABIES LASOCARPA	SUB-ALPINE FIR
PECEA PUNGENS	COLORADO GREEN SPRUCE
PECEA PUNGENS 'GLAUCA'	COLORADO BLUE
PINUS MUGO 'PUMILIO'	DWARF MUGO BLUE
PINUS NIGRA	AUSTRIAN PINE
PINUS SYLVSTRA	SCOTCH PINE

DECIDUOUS TREES

SCIENTIFIC NAME	COMMON NAME
ACER CAMPESTRE	HEDGE MAPLE
ACER GLABRUM	ROCKY MOUNTAIN MAPLE
ACER GRANDIDENTATUM	BIGTOOTH MAPLE
ACER PALMATUM	JAPANESE MAPLE
ACER PLATANOIDES *	NORWAY MAPLE
AESCULUS x CARNEA *	HORSECHESTNUT
BETULA OCCIDENTALIS	WATER BIRCH
CARPINUS BETULUS 'FASTIGIATA'	PYRAMIDAL HORNBEAM
CELTIS OCCIDENTALIS	HACKBERRY
CRATAEGUS OCYCANtha	ENGLISH HAWTHORN
FAGUS SYLVATICA *	EUROPEAN BEECH
FRAXINUS AMERICANA *	WHITE ASH
FRAXINUS PENNSYLVANICA *	GREEN ASH
GLEDITSIA TRICANTHOS *	THORNLESS HONEYLOCUST
MALUS 'HOPA'	HOPA CRAB
PLATANUS x ACERIFOLIA *	LONDON PLANE TREE
POPULUS ALBA 'PYRIMIDALIS'	BOLLEANA POPLAR
POPULUS DELTOIDS 'SOUIXLAND'	COTTONLESS COTTONWOOD
POPULUS CERA. 'THUNDERCLOUD'	THUNDERCLOUD PLUM
PRUNUS CISTENA	CISTENA PLUM
PRUNUS SUBHIRTELLA *	FLOWERING CHERRY
PYRUS CALLERYANA 'BRADFORD' *	BRADFORD FLOWERING PEAR
QUERCUS GAMBELII	GAMBEL (SCRUB) OAK
QUERCUS MACOCARPA *	BURR OAK
SALIX M. 'UMBRACULIFERA'	GLOBE WILLOW
TILIA CORADATA *	LITTLELEAF LINDEN

* DENOTES POTENTIAL STREET TREE VARIETY

EVERGREEN SHRUBS

SCIENTIFIC NAME	COMMON NAME
ILEX AQUIFOLUM 'SAN GABRIEL'	GREEN ENGLISH HOLLY
JUNIPERUS S. 'TAMARISCIFOLIA'	TAM JUNIPER
JUNIPERUS SABINA 'BUFFALO'	BUFFALO JUNIPER
JUNIPERUS SCOPULORUM	ROCKY MOUNTAIN JUNIPER
MAHONIA A. 'COMPACTA'	COMPACT OREGON GRAPE

PHOTINIA FRASERI	FRASER PHOTINIA
PRUNUS LAUROCERASUS	ENGLISH LAUREL
TAXUS MEDIA 'HECKSII'	HICKS YEW

DECIDUOUS TREES

SCIENTIFIC NAME	COMMON NAME
AMELANCHIER UTAHENSIS	UTAH SERVICEBERRY
ARONIA ARBUTIFOLIA	RED CHOKEBERRY
CORNUS STOLONIFERA	RED TWIG DOGWOOD
COTONEASTER APICULATA	CRANBERRY COTONEASTER
BUDDLEIA DAVIDII	BUTTERFLY BUSH
EUONYMUS ALATUS COMPACTA	DWARF WINGED EUONYMUS
FORSYTHIA I. 'LYNWOOD GOLD'	LYNWOOD GOLD FORSYTHIA
POTENTILLA FRUTICOSA SP.	SHRUBBY CINQUEFOIL
PRUNUS VIRGINIANA	CHOKECHERRY
RHUS TRILOBATA 'WASATCH'	WASATCH OAKBRUSH SUMAC
RHUS TYPHINA	STAGHORN SUMAC
ROSA RUGOSA	RUGOSA ROSE
SPIRAEA B. 'ANTHONY WATERER'	ANTHONY WATERER SPIRAEA
SPIRAEA VANHOUTTEI	BRIDAL WREATH SPIRAEA
SYRINGA VULGARIS	COMMON PURPLE LILAC
VIBURNUM SPECIES	VIBURNUM
YUCCA FILAMENTOSA	YUCCA

GROUND COVERS

SCIENTIFIC NAME	COMMON NAME
EUONYMUS FORTUNEI 'COLORATUS'	WINTER CREEPER
HEDERA HELIX	ENGLISH IVY
LYSIMACHIA NUMMULARIA	CREEPING JENNY
MAHONIA REPENS	CREEPING MAHONIA
POTENTILLA VERNA	CINQUEFOIL
SEDUM UTAH	UTAH GREEN SEDUM
VINCA MINOR	DWARF PERWINKLE

PERENNIAL FLOWERS

SCIENTIFIC NAME	COMMON NAME
ACHILLEA F. 'CORONATION GOLD'	GOLD YARROW
ACHILLEA MILLEFOLIUM 'CHERRY'	CHERRY YARROW
ALCEA ROSEA 'CHATTERS MIXED'	HOLLYHOCK
AQUILEGIA 'BIEDERMEIER'	COLUMBINE
AQUILEGIA 'McKANA GIANT'	COLUMBINE
ARABIS CAUCASICA 'SNOW CAP'	WHITE ROCK CRESS
ASTER BONNEY BLUE	MICHAELMAS DAISY
ASTILBE 'BRIDAL VEIL'	GOAT'S BEARD
ASTILBE 'FANAL'	GOAT'S BEARD

AURINIA SAXATILE 'COMPACTA'	BASKET OF GOLD ALLYSSUM
CAMPANULA ROTUNDIFOLIA 'OLYMPICA'	BLUE BELLS OF SCOTLAND
CENTAUREA MONTANA 'BLUE'	BACHELOR BUTTON
CHRYSANTHEMUM MAXIMUM 'ALASKA'	SHASTA DAISY
COREOPSIS GRANDIFLORA 'SUNRAY'	TICKSEED
COREOPSIS VERTICILLATA 'MOONBEAM'	TICKSEED
DELPHINIUM PACIFIC GIANT	LARKSPUR
DIANTHUS DELTOIDES 'BRILLIANT'	MAIDEN PINKS
DIANTHUS PLUMARIUS 'ZING ROSE'	ZING ROSE COTAGE PINK
ECHINACEA PURPUREA	PURPLE CONEFLOWER
ECHINACEA PURPUREA 'ALBA'	CONEFLOWER
GAILLARDIA GRANDIFLORA 'GOBLIN'	BLANKET FLOWER
HEMEOCALLIS	DAYLILY
HOSTA 'ROYAL STANDARD'	PLANTAIN LILY
IMPERATA CYLINDRICA 'RED BARON'	JAPANESE BLOOD GRASS
LAVANDULA A 'HIDCOTE BLUE'	ENGLISH LAVENDER
LUPINUS 'RUSSELL HYBRIDS'	LUPINE
PAPAVER ORIENTALE	ORIENTAL POPPY
PENSTEMON 'PRAIRIE FIRE'	PENSTEMON
POLYSTICHUM SETIFERUM ANGULARE	ALASKAN FERN
RUDBECKIA FULGIDA 'GOLDSTUM'	BLACK EYED SUSAN
VERONICA SPICATA 'RED FOX'	SPIKE SPEEDWELL
VERONICA TEUCRIUM 'BLUE SPIRES'	HUNGARIAN SPEEDWELL

PROHIBITED PLANS

SCIENTIFIC NAME	COMMON NAME
ACER NEGUNDO	BOX ELDER
ELEAGNUS ANGUSTIFOLIA	RUSSIAN OLIVE
POPULUS SPECIES	COTTON FORMING
	COTTONWOOD
GINKO – FEMALE CULTIVARS	FRUITING FEMALE GINKGO

* ANY PLANT OR SPECIES LISTED BY THE STATE OF UTAH AS 'NOXIOUS WEED'.

Attachment H1

South Hills Home Builder's Soil Erosion Control Guidelines

All builders shall be required to file a UPDES permit with the State of Utah as required by State Law. Each Builder must have a Storm Water Prevention Plan which must incorporate the items as outlined in this exhibit. The UPDES permit can be done online at the following URL:

http://www.waterquality.utah.gov/updes/Updes_f.htm

Builders are required to prevent soil erosion from the lots that they have purchased. Builders shall implement measures to prevent soil erosion during construction. Activities that will be managed, depending on the slope and nature of the lot, during construction include, but are not limited to the following:

1. Grade lot so that drainage will follow the drainage easements between lots as specified on the grading and drainage sheets of the Construction Drawings for the Platted development. Each lot shall be graded so that drainage will follow the direction of the drainage arrows shown on the grading and drainage sheets.

2. Direct downspouts from gutters so that water runs away from bare soil on your lot. Flexible plastic pipe shall be utilized to direct the water away from bare soil towards the street.

3. Install and maintain a temporary silt fence barrier, sand bags, fiber filter rolls or Filtrexx Filtersoxxs around your lot. These products control sediment from eroding onto other lots and into the street. The chosen product shall be placed on the sides of the lot that front a street(s) and along property boundaries that slope onto other lots. The erosion control measure shall be placed next to the back of curb where the lot fronts a street. Figure 1 shows a typical lot on a hillside and the location of where these erosion control products shall be placed.

- a. A silt fence is a black, woven plastic material with wooden stakes. The fence shall be trenched 6 inches into the ground and extend approximately 18 inches above ground. The fence is stabilized with wood stakes that are placed a maximum of 6 feet apart. Figure 2 shows how a typical silt fence is installed.

- b. Sand bags are burlap or plastic bags filled with sand. The bags when filled are approximately 10 to 12 inches wide and 18 inches long. The bags are placed next to each other end on end two bags high and extend along the property boundary. Figure 3 shows how sand bags are placed to prevent sediment from leaving a lot.

- c. Fiber filter rolls are typically 8 -9 inches in diameter and 25 feet long. They are placed in a small trench, 3 to 4 inches deep and staked with 18 or 24 inch wood stakes at four

foot on center. The ends of adjacent fiber filter rolls are abutted to each other snugly. Figure 4 shows how a fiber filter roll is installed.

d. Filtrexx SiltSoxx are sediment - trapping devices using Filtrexx Filter Media applied with a pneumatic blower device or equivalent. The SiltSoxx are typically 8 or 12 inches in diameter and staked with 18 or 24 inch wood stakes at ten feet on center. Figure 5 is an example of Filtrexx SiltSoxx' The chosen sediment control measure shall be installed per the manufacturer's specifications. If the erosion control product is removed during the daily construction process it must be reinstalled at the end of each workday.

4. Maintain a single construction access to lot for vehicle entrance. The access shall be maintained to prevent sediment from entering the street. Sandbags shall be placed approximately 10 feet downstream from the construction access and as described in Figure 1. South Hills will work with each builder to ensure that soil erosion is controlled within each lot that is under construction. Erosion control measures will be checked and monitored by Herriman City. Erosion Control is the responsibility of the builder during construction, and then transfers to the homeowner during occupancy. If a builder or homeowner fails to comply with these guidelines fines can be assessed and the builder or homeowner will be responsible for damage due to uncontrolled run -off. Remember the best way to control run - off is by landscaping. The deadlines on landscaping can be found in the design guidelines, which is a part of the CCR's for each plat.

EXHIBIT “F” Continued

Technical Guidelines

Medium Density Small Lots (MDSL)

1. Medium Density Small Lots (MDSL)

This land use type is now incorporated into the MDA. It will follow the design criteria:

- Single family residential building product.
- Platted lots or platted building pads.
- Where lots are employed, they will require a minimum 36' frontage width measured tangentially at the front building setback line.
- Where lots are employed, the minimum lot depth is required to be at least twice the lot width or 80', whichever is less.
- Lots have no maximum or minimum size requirement.
- This land use has no house or garage size requirements.
- Front setback is 18' minimum for a front-loaded garage at the garage portion of the house and 12' minimum for other portions of the house.
- The minimum front setback for a side-loaded garage design is 12'.
- Where lots are employed, two side yards between any two adjoining lots are to add up to a minimum of 10'. An individual side yard may have zero setback.
- The minimum rear setback is 10'.
- The non-fronting side of a corner lot is to have a minimum setback of 12'.
- Where lots are not employed minimum building separations are to be at least 10'.
- This land use designation may be applied to any medium or high-density pod.
- Provisions outlined in Exhibit F, Technical Design Guidelines, Section 4 apply to the MDSL land use designation.
- The resultant density of pods with the MDSL land use designation will not exceed the maximum density depicted on the LUMP.

Exhibit F

Technical Guidelines (continued)

12.0 Executive Summary - Commercial Development

These Guidelines are to act as an intermediary link between the main body of the Master Development Agreement and the Master CC&Rs for the overall South Hills Development. Contained herein are the basic standards for commercial development of master planned improvements, pods, lots, structures, landscaping, and other site improvements such as lighting, signage, and monumentation. The same design review process will apply for commercial projects as outlined in section 2.0 Design Review Process of the South Hills MDA. More detail regarding the mechanics or legal processes governing the project's development is included in the Master CC&Rs and the 3rd Amendment to the MDA of the South Hills Master Planned Community.

The information in these sections address the South Hills Commercial Technical Guidelines. The term commercial in this document will refer to Commercial and Office and Medium and High Density Residential within a commercial development. These guidelines establish patterns of design for the appearance, functionality, and theming of the South Hills Development (as identified in the Approved PUD). They are to be used to inform developers, builders, engineers, architects, landscape architects and other professionals and help them understand expectations for commercial development. The intent of these guidelines is to allow for ingenuitive and creative design of the project while maintaining continuity of style, theme, and quality and preventing incompatible new construction.

The standards and guidelines in this document consider the natural environment of the project itself, the surrounding environment of the project, and the future developments and communities that may be created. These Guidelines also consider and plan for the engineering, land planning, landscape architecture, and building architecture that will occur on a phase by phase basis in the future. The incorporation of innovative technology is encouraged. Visual quality, functionality and safety are all key aspects of these Design Guidelines. Unique and creative design principles are also discussed in these guidelines which will enhance the desirability and long-term viability of the commercial improvements created within the South Hills development, and within the surrounding affected areas.

These Commercial Technical Guidelines are to guide the decisions that are made by the South Hills Design Review Committee (SHDRC) when reviewing applications for development or construction. The same design review process will apply for commercial projects as outlined in section 2.0 Design Review Process of the South Hills MDA.

Commercial Developments will be characterized by a variety of lot and building sizes, types, and uses. Variation in setbacks is encouraged and can be influenced by quality landscape design to improve people's experience by helping to promote connectivity and synergy within the development. Land planning, engineering, landscape architecture, and building architecture should recognize existing surrounding developments/communities and consider available views and amenities.

13.0 Site Design

Site planning includes locating buildings, sizing and configuration of buildings, orientation of buildings, alignment and sizing of streets and travel ways, positioning and sizing of parking areas, sizing and configuring of landscaped areas, design of pedestrian routes and crossings, spaces for outdoor dining/sales and recreation, placement of utilities, placement of dumpsters and snow storage areas, and accommodation of grade changes such as slopes and walls. Site planning will include elements that enhance safe interaction of vehicles and pedestrians such as speed table pedestrian crossings, traffic calming travel way restrictions, medians or islands with pedestrian crossing protection, etc. Site design will consider adjacent land uses, access, views to and from the site, sun exposure, public transportation, complementary land uses both internal and external. Site design of commercial areas will create a sense of place, will create a destination or gathering locations, and will enhance the sense of community within Herriman City.

13.1 Review Process

Commercial site development applications will be reviewed and approved according to Resolution No. Ro7-2017, a Resolution of the City Council of Herriman Approving the Third Amendment to the Master Development Agreement for the South Hills Master Planned Community. In all cases SHDRC will first review and approve all commercial site plan applications.

13.2.1 Permitted Uses

Permitted uses include those listed in the Herriman City code, chapter 19.26 and the following: athletic club/health club, automatic automobile wash, baking, ice cream making, candy making, massage therapist, copy service, hotel/motel, restaurant with liquor license, package agency, parking lot, printing shop, reception center, recreational commercial, tanning studio. Types of uses are to be reviewed and approved by SHDRC.

13.2.2 Prohibited Uses

The following uses are prohibited: automobile services center, kennel, dog or cat grooming, cemetery, golf course, mini storage, recycling center, unoccupied model buildings, sand or gravel storage or processing, composting, sexually oriented business.

13.3 Building Setbacks

To ROW Line, Rear – 20-foot average (based on lineal footage of fronting side(s) of building) where multiple buildings front a street ROW, but no smaller than 10 feet.

To ROW line, Front – on internal streets may be reduced to zero where urban design theme enhances width and use of walks, streets, or on-street parking. Walks, and areas around zero setback buildings, will be enhanced by elements such as wider walks, decorative light poles, light pole banners or plants, decorative trash enclosures and benches, etc. (See Landscaping, Section 10.)

Side – Internal side setbacks (those which only affect buildings within a proposed commercial site) may be reduced to zero, and in any case comply with IFC. External side setbacks (those affecting properties adjacent to a proposed commercial site) will be no less than 12 feet.

13.4 Building Coverage

Building coverage for larger multi – phase surface parked commercial sites will not exceed 60%. Some phases or lots may exceed this value provided the overall coverage does not exceed 60%.

In the case of sites where non-surface parking is employed, the building coverage percentage may exceed 60%. In no case may the landscaped areas of the overall master planned commercial site be less than 15% of the gross site area. Enhanced decorative elements and theming will enhance this type of urban commercial site design. (See Landscaping, Section 10.)

13.5.1 Parking - Number of Stalls

The parking design of commercial sites will be evaluated by a qualified professional according to industry design standards. Location, distribution, and quantity of parking are to be included in the evaluation. Proposed land and building uses are to be determined as part of the parking evaluation. Ride-share, mass transit, pedestrian and other non-vehicular loads are to be included. Shared parking based on uses at opposing times of day is to be considered. ADA parking, compact parking, electric car recharging spaces, and other unique parking needs should be considered. The Institute of Transportation Engineers (ITE) publication entitled, Parking Generation Manual, Fifth Edition, January 2019 and other industry publications should be used in evaluating the parking demands of proposed commercial projects. Other factors affecting parking demand will be considered, such as: number of bedrooms per residential unit, number of anticipated work stations per square foot of office space, number of occupants of retail buildings, CC&R restrictions on occupant numbers and/or on available parking, consideration of owner vs. renter occupation, proximity of public transit, etc.

As an example: Land Use Description and Data Plot 221 (see page 104), from the ITE Parking Generation Manual, provides information for a mid-rise multifamily housing project on a Sunday. Sunday is the highest demand day of the week. The demand is 1.06 parking stalls per residential unit. The data was collected on a project that has 415 units. On all the other days of the week, the parking demand is less than 1.06.

13.5.2 Parking - Configuration

Parking lots are to be configured for efficient use of space and for convenience of use. Parking lot areas are to also be configured to provide areas for landscaping features such that large paving areas are enhanced with landscaped islands, parking space end protection islands, tree diamonds, or storm drainage infiltration strips (minimum of 2 feet wide). Parking areas are to be configured such that paving areas are integrated with one of the above features at least every 200 feet in any direction on average.

13.6 Site Lighting

The lighting design of commercial sites will be evaluated by a qualified professional according to industry design standards. Location, intensity, and quantity of lighting are to be included in the evaluation. Proposed land and building uses are to be determined as part of the lighting evaluation. Open spaces and common areas are to be included. Industry standards publications/software should be used in evaluating the lighting demands of proposed commercial projects. Site lighting should not have significant negative impacts on adjoining. Residential adjoining should be shielded from direct lighting. Style of poles and fixtures to be determined according to architectural theme of overall commercial site architecture. Styles of poles and fixtures are to be consistent throughout a given site. Redundant lighting is to be avoided when designing a proposed site next to or near an existing site.

13.7 Drive Thru Lanes

Drive thru lanes add significant value to a commercial project and are paramount to the sustainability of certain tenants. Curbing and paving for drive thru lanes, and parking areas are subject to a minimum 10-foot separation from public ROW lines. Vertical separation, achieved by slopes or walls, or densified vegetative separation (flower beds, low hedges, continuous shrubs, etc.) should be employed wherever the separation distance between public ROW and any curbing or paving is less than 20 feet.

13.8 Dumpsters, Snow Storage

Dumpster pads, with gated enclosures, are to be located within a site where they are both convenient for use and accessible by service truck. The design of enclosures are to generally match the types of buildings, in material and style, that are near or surrounding the dumpster. Snow storage areas are to be provided on a site where snow can be conveniently pushed or piled without impeding parking areas, travelways, accesses, or pedestrian ways. Landscaping areas may be used for snow storage.

14.0 Site Infrastructure

Site infrastructure includes grading, streets, culinary water, sewer, storm drainage, irrigation, power, gas, communications, walls, parking lots, and sidewalks. These elements are to be master planned and designed according to accepted industry standards. Site infrastructure is to be planned and designed to not distract from the more decorative and thematic aspects of the overall commercial development. Site infrastructure is to be planned and designed according to regional and City master plans, and is to be safe, attractive, cost effective, and reliable.

14.1 Private Streets

Streets internal to a proposed commercial development may be public or private. Their cross sections are to be specifically designed according to projected needs and loads. Number of lanes, widths of lanes, on street parking, bike lanes, bus lanes, turn lanes, parkstrip widths, sidewalk widths, etc. are to be determined for each roadway according to need and circumstance. Each street cross section will be depicted graphically and certified to its compliance with industry standards by a licensed professional engineer. Geometric alignments of streets and intersections will also be designed and certified according to the above. Design publications: A Policy on Geometric Design of Highways and Streets, AASHTO, Residential Streets, ITE, ULI, ASCE, and Guide for the Development of Bicycle Facilities, 2012, AASHTO should be used.

14.2 Public Streets

External, or fronting streets, are public, and will be designed in cross section and alignment according to Herriman City standards. Walks, bike paths, parkstrips, lighting, and landscaping are to be consistently perpetuated along streets with uniform cross sections and widths.

14.3 Commercial Lot Frontage

For purposes of any subdivisions, cross access easements to a public street shall suffice for any access requirement to any individual subdivision lot.

14.4 Storm Drainage

Storm drain design will consider piping the 10-year event, provide overland flow of 100-year event and detaining the 25-year event. The use of infiltration is encouraged. Temporary retention or detention is permitted. Off-site detention facilities may be used for regional accommodation of detention.

15.0 Landscaping Standards – Commercial, Office, and Residential within Commercial

15.0.1 Design Criteria

- a. Landscaping should reflect and relate to the adjacent project architectural design and character.
- b. Landscaping should encourage low water usage for landscaped areas.
- c. Incorporate plant materials that are proven to flourish in Herriman City. (see South Hill Design Guidelines - Attachment G for recommended plant materials).
- d. Landscape areas should use trees to shade large expanses of pavements and reduce the heat island effect.
- e. Landscaping should be used to soften building massing to create a cohesive, coordinated character to the South Hill Development commercial neighborhoods.

15.1 Landscape Requirements

15.1.1 Overall Landscape Requirements

- a. At least fifteen percent (15%) of the site shall be landscaped for Commercial (C-1, C-2) and Office (OP) zones within the South Hills Development.
- b. Landscaping areas shall include live plant material of at least 75% within five (5) years of installation. Non-live landscaping materials may consist of organic mulch such as wood mulch, decorative gravel or cobble, pavers, and boulders.
- c. One tree shall be planted for every five hundred (500) square feet of landscaped area. Trees may be clustered.
- d. Deciduous trees shall be a minimum of 2" cal. and 6' tall for evergreen trees.
- e. Shrubs shall be a minimum of 2 gal. container.
- f. Landscaped areas to be watered with an automatic irrigation system containing rain sensor(s) with drip irrigation encouraged for planter bed areas.

15.1.2 Front and Side Yards

- a. Front and side yards shall be landscaped.
- b. At least seventy five percent (75%) of the landscaped area shall be planted with live plant material within five (5) years of installation.

15.1.3 Public Street Landscaping

Except for approved driveways and pedestrian walkways, landscaping shall be provided along public streets as follows:

- a. A minimum of one tree planted in the park strip for every thirty feet (30') of frontage.

- b. The area between streets and property frontage shall be landscaped. At least fifty percent (75%) of the landscaped area shall be planted with live plant material within five (5) years of installation.
- c. Park strips shall be an extension of the landscape treatments in the building frontage space.
- d. The property owner shall be responsible for the maintenance of the park strip landscape area.

15.1.4 Parking Lot Landscaping

Parking lot landscaping shall be developed to reduce the impact of parking lots from adjacent streets and neighborhoods. Trees and plant materials shall be selected to provide shade and a canopy effect.

- a. Deciduous shade trees shall be dispersed throughout the parking lot with at least one tree (1) per parking lot island. See Section 13.5.2 for parking lot island quantities.
- b. The use of plant materials to screen parking areas from streets and adjacent uses is encouraged.

15.1.5 Buffer Landscaping Adjacent to Residential

A landscape buffer shall be installed along side and rear lot lines which abut a residential zone.

- a. A minimum of one tree is required for every 20' linear feet of buffer frontage with the use of evergreen trees preferred unless the buffer width is less than 5' than trees are not required.

15.1.6 Screening Requirements

Dumpster or trash facilities, not located within a building, shall be screened from view by landscaping which will reach a minimum of 6' tall within five (5) years of planting.

- a. Utility boxes, meters, and mechanical equipment shall be screened from public view by landscaping.
- b. Dumpster enclosures (see section 13.8)

15.2 Open Space Development

Open space areas that support human health, safety and recreation shall be planned and contain unique features to draw pedestrians and create a sense of community at South Hills Development.

- a. Open space areas such as plazas, pocket parks, and mid-block breaks should be incorporated into individual project developments.

- b. The open space areas should be scattered throughout the South Hills Development and provide a variety of experiences for people to participate in.
- c. The open space areas should be designed to engage with the adjacent architecture.
- d. Provide visible and well-lit open spaces that are accessible to the public.
- e. Promote the development of gathering spaces where people can meet and socialize.
- f. Open space areas may incorporate site furnishings such as benches, trash receptacles, tables, bike stalls, lighting, raised planters as well as a variety of landscape elements.

16.0 Architectural Standards - Commercial and Office

Mountain Modern is the established theme for the South Hills Development. All new development from this point forward within South Hills must reflect this theme and be presented to the SHDRC for review and approval. The design review process will apply as outlined in section 2.0 Design Review Process of the South Hills MDA.

The theme should be used as a guide to promote good cohesive building design and architecture. The theme shall be used to help influence design style and decisions for each pod and building. Various combinations of materials and forms are encouraged and should be used in a complementary manner to produce a harmonious design. The SHDRC may reject any design proposal which they view to conflict with the intent or overall philosophy of these Technical Guidelines.

Section 16 provides the design guidelines and criteria for Commercial (C-1, C-2) zones and Office (OP) zones within the South Hills Development. The intent is to create vibrant and lively areas for business offices and community commercial development, where various uses and purposes are interconnected.

16.1 Style and Character

The general style and character of each building shall be appropriate to the size of the structure and lot. The location within the development and topography should also be considered.

16.2 Design Criteria

The following design criteria are provided to help inform developers, builders, and design professionals of the standards and expectations for each new building within the South Hills Development. Buildings and structures shall conform to the following regulations.

16.2.1 For all buildings, at least two (2) of the following elements should repeat horizontally. Buildings with facades greater than one hundred feet (100') in length should include several of such elements, repeated at appropriate intervals, either horizontally or vertically. Large and monotonous wall and roof planes shall be avoided

- a. Color change. Minimum of three (3) colors per elevation shall be required.
- b. Texture change.
- c. Material change.
- d. Architectural variety and interest through a change in plane, such as offsets.
- e. Roof line change.
- f. Reveals, archways or projecting ribs.
- g. Wall plan projections or recesses.

16.2.2 Buildings should have a mix of building forms and complementary building materials and color schemes.

16.2.3 Buildings should have a variety of materials with the suggested composition of one or two primary materials (up to 70% - 80% of exterior surfaces excluding windows) and two or more accent materials (20% - 30% of exterior surfaces excluding windows).

16.2.4 No fewer than 3 materials (combined between primary and accent materials) may be used on each building. Additional accent colors matching tenant branding standards may be used with the approval of the SHDRC, however, dominant surface materials and colors shall follow the development theme.

- a. Preferred Primary Materials: Brick, stone, fiber-cement siding, simulated wood, integral color CMU, finished concrete, metal panels, and EIFS
- b. Preferred Accent Materials: Brick, stone, fiber-cement siding, wood or simulated wood, CMU, architectural concrete, painted or weathered metal, metal panels, EIFS, and tile.
- c. Prohibited materials: Stucco stone or brick patterns, unfinished gray CMU as a primary material, and vinyl siding. Bright colors, such as neon or fluorescent colors are only permitted as accent colors but require approval from the SHDRC.

16.2.5 Building forms should terminate, and materials/finishes should transition at logical points.

16.2.6 Franchise architecture (building designs that are prototypical or identifiable with a particular chain or corporation) shall be reviewed by the SHDRC. Applicant to provide site specific colored elevations with finishes specified and noted for approval. The SHDRC shall recommend modifications to the building so that it is more cohesive with the development theme. The applicant, upon request, shall provide color pictures of other national tenant buildings (non-prototype examples) that have been built in other cities and states.

16.2.7 The stores, shops or businesses designated in this development shall strive to be free from objection due to odor, dust, smoke, noise, vibration, or other causes. The SHDRC may require changes and modifications if problems or complaints occur.

16.2.8 New buildings near predominantly residential areas should consider the architecture of the adjacent structures in their approach to provide a complementary design.

16.2.9 Parapets for concealing flat roofs shall be designed to match the existing architecture.

16.2.10 Roof mounted equipment shall be screened from public view. Changes in grade and taller buildings will be considered in this determination. The SHDRC may recommend some modifications to the building to meet this requirement.

16.2.11 Free standing accessory structures, such as enclosed service/refuse areas and covered parking should be designed to relate to the building architecture. Similar forms, colors, textures and materials should be utilized in the design of these structures.

16.2.12 All utility connections should be designed to not be exposed where possible. Where exposed and visible, appropriate screening treatment to be provided.

16.2.13 Electrical panels, including Service electrical system (SES) and Main Distribution Panel (MDP), should be appropriately screened or considered in the design to blend in with the building's exterior finishes; or placed in the back of the building if not exposed to adjoining properties.

16.2.14 Building lighting should be shielded and/or designed to not shine directly into surrounding residences.

16.2.15 Proposed outdoor display and sales areas should not displace required parking and landscaping or interfere with required pedestrian access.

16.3 Building Heights

There is no maximum height restriction for commercial buildings within the South Hills Development.

17.0 Architectural Standards – Residential within the Commercial Developments

Mountain Modern is the established theme for the South Hills Development. All new development from this point forward within South Hills must reflect this theme and be presented to the SHDRC for review and approval. The design review process will apply as outlined in section 2.0 Design Review Process of the South Hills MDA.

The theme should be used as a guide to promote good cohesive building design and architecture. The theme shall be used to help influence design style and decisions for each pod and building. Various combinations of materials and forms are encouraged and should be used in a complementary manner to produce a harmonious design. The SHDRC may reject any design proposal which they view to conflict with the intent or overall philosophy of these Technical Guidelines.

Section 17 provides the design guidelines and criteria for Residential (R-2, R-M) zones located within the commercial development at South Hills. The intent is to create comfortable, safe and desirable housing that is integrated into the commercial development. The residence will help support local businesses and adjacent uses while enjoying the many benefits and conveniences found in these settings.

17.1 Style and Character

The general style and character of each residence shall be appropriate to the size of the lot, the location within the commercial development, and topography. Housing designed on sloping lots that result in large retaining walls due to the poor integration of the home and topography may be denied by the SHDRC. The incorporation of multiple design elements such as dormers, porches, wide roof overhangs, iron elements, shutters, accent shingles, and high percentage of glass and windows are encouraged and should follow the development theme.

17.2 Design Criteria

The following design criteria are provided to help inform developers, builders, and design professionals of the standards and expectations for medium and high-density residential units within a commercial development at the South Hills. Buildings shall conform to the following regulations.

17.2.1 Buildings should have a mix of building forms and complementary building materials and color schemes.

17.2.2 For all buildings, at least two (2) of the following elements should repeat horizontally. Buildings with facades greater than one hundred feet (100') in length should include several of such elements, repeated at appropriate intervals, either horizontally or vertically. Large and monotonous wall and roof planes shall be avoided

- d. Color change. Minimum of three (3) colors per elevation shall be required.
- e. Texture change.
- f. Material change.
- g. Architectural variety and interest through a change in plane, such as offsets.
- h. Roof line change.
- i. Reveals, archways or projecting ribs.
- j. Wall plan projections or recesses.

17.2.3 The Architecture in the residential areas should consider the surrounding buildings, structures, and communities within the commercial development. The Owner or Applicant for SHDRC approval is required to implement these standards.

The exterior of the home structures should meet or exceed the following minimum standards for finish and materials. All windows and doors can be trimmed or set apart from the plane of the facade by accent colors.

Non reflective glass is to be used for windows. Windows and other glass surfaces shall have an outdoor visible light reflective value no more than eighteen percent (18%) as defined and measured by ASTM E308-90 or its successor.

The use of shutters or similar exterior trim elements is a possible option to add interest to the facade.

It is encouraged that the massing of front, rear, and side is broken-up by at least a 2-foot relief. This is especially important on elevations that significantly affect the view shed.

Front Building Elevation – A masonry product is to be used for the finish system on the front of the building facade and must make up a minimum of 20% of the total area of the front façade. The masonry product shall be used on the front elevation to show significant architectural detail. However, other architectural details may be used in lieu of a masonry product if approved by the SHDRC. Manufactured materials may be substituted for real stone products. The remainder of the front elevation may be finished with a complimentary material. The use of vinyl and aluminum siding is prohibited. See Section 17.2.4 for additional information regarding materials. If trim is used, it should be applied consistently with the architectural style of the building. All finish materials used, and their placement on the facade, must be indicated on the elevation rendering when submitted for review to the SHDRC. Where living space is added above the garage, the front facade must include windows and other treatments to avoid a large blank wall space above the garage doors.

Side Building Elevation – The side of the building shall have the same primary material treatment as the front.

Rear Elevation – Any building where the rear of the building is facing a street or active open space must have the same architectural elements for the rear elevation as for the front elevation. Landscaping can also be used to help break-up the back wall but cannot be used exclusively to satisfy this requirement.

17.2.4 No fewer than 2 materials may be used on each building. The use of more than 3 materials in the front elevation is discouraged.

- a. Acceptable Masonry Materials: Brick, stone, integral color CMU, finished concrete (precast or cast in place)
- b. Acceptable Exterior Finish Materials: Brick, stone, fiber-cement siding, wood or simulated wood, CMU, architectural concrete, painted or weathered metal, metal panels, EIFS, and tile.

- c. Prohibited materials: Stucco stone or brick patterns, unfinished gray CMU as a primary material, and vinyl or aluminum siding. Bright colors, such as neon or fluorescent colors are only permitted as accent colors but require approval from the SHDRC.

17.2.5 Building forms should terminate, and materials/finishes should transition at logical points.

17.2.6 New residential buildings near within commercial developments shall consider the architecture of the adjacent structures in their approach to provide a complimentary design.

17.2.7 Parapets for concealing flat roofs shall be designed to match the existing architecture.

17.2.8 Pitched roofs will have a minimum slope of 4:12 (vertical to horizontal). The design of the roof should appear as an integrated architectural element. Generally, continuous long roof lines are discouraged. Thirty-year architectural grade roofing material is the minimum allowable quality allowed for roofs in the South Hills Development. Other shingle materials that meet or exceed the minimum requirement may be approved by the RDRC.

A minimum fascia height of 4 inches shall be required at pitched roofs. These elements shall be finished to match the finish and color or the trim of accent color of the residential building. Exposed rafters and open soffits shall only be allowed by the SHDRC when they relate to the architectural style and theme of the development. In such cases, the soffit and rafters must be painted or stained to match the building. Soffit and fascia finish materials must be approved by the SHDRC.

17.2.9 Free standing accessory structures, such as enclosed service/refuse areas and covered parking should be designed to relate to the building architecture. Similar forms, colors, textures and materials should be utilized in the design of these structures.

17.2.10 All utility connections should be designed to not be exposed where possible. Where exposed and visible, appropriate screening treatment to be provided.

17.2.11 Electrical panels, including Service electrical system (SES) and Main Distribution Panel (MDP), should be appropriately screened or considered in the design to blend in with the building's exterior finishes; or placed in the back of the building if not exposed to adjoining properties.

17.2.12 Building lighting should be shielded and/or designed to not shine directly into surrounding residences.

17.3 Building Heights

Special Building Height Controls: Uses and buildings shall conform to the following special height regulations:

17.3.1 Building height shall be measured as per City standards.

17.3.2 The maximum building height for a housing structure shall be ninety-five (95') feet. The maximum building height can be modified through the SHDRC approval process if deemed appropriate. To grant a height special exception, the SHDRC should find the proposed plan:

- a. Is better suited to the site than can be achieved by strict compliance to these regulations.
- b. The impact of additional height on neighboring properties has been reasonably mitigated.
- c. In making these considerations the SHDRC can consider the size of the lot upon which the structure is proposed.
- d. The burden of proof is upon the applicant to submit sufficient data to persuade the SHDRC.
- e. The SHDRC may deny an application for a height special exception if:
 - i) The additional height can be reduced by modifying the design of the structure.
 - ii) There is a significant negative impact on use, operation, and success of current and future adjacent properties and functions.

18.0 Modifications of Commercial Architectural Standards

The architectural requirements for structures in these Guidelines may be modified upon approval of the SHDRC. The text of such modifications is to be made available for review at the offices of South Hills Development. Requested changes to the architectural guidelines will be reviewed by the SHDRC in their next meeting following the submittal of the requested modifications. The entity or person requesting the modification may be requested to attend the SHDRC meeting in which the modification request will be discussed to explain the request or answer the questions by the SHDRC. Approval of the modification request can be postponed by the SHDRC has had sufficient opportunity to review the modification request. The modifications shall become effective upon approval of the SHDRC.

Proposed modifications of the architectural standards shall be filed with the Administrator after being approved by the SHDRC. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine the acceptability of the proposed modification, then the Administrator may require the proposed modifications to be processed as a Modification Application pursuant to the MDA. The Administrator shall consider and decide upon the proposed modifications within a reasonable time. If the Administrator approves any proposed modifications, then the Administrator shall notify the Planning Commission in writing of the proposed approval. Unless the Administrator receives a notice specified below that the proposed modification be considered by the Planning Commission as a Modification Application then approval of the proposed modification by the Administrator shall be conclusively deemed binding on the City. Any member of the Planning Commission may, within ten (10) business days after notification by the Administrator, notify the Administrator that the proposed modification must be processed as a Modification Application. If the Administrator denies any proposed modification, then the Applicant may process the proposed modification as a Modification Application pursuant to the MDA.

19.0 Deviations

All deviations from standards shall be requested in writing specifically “Deviation Request”. Any deviations not requested in this manner will be considered unauthorized and a fine, as outlined below, will be assessed at the developer’s discretion.

Per deviation:

Fencing and Walls: \$500

Landscaping: \$250

Architectural: \$1000

Building Elevations: \$500

20.0 Improvement Damages

Prior to builder commencing construction, builder shall walk all improvements and note any material deficiencies, if any, and shall make note and sign the Improvement Turnover document (Attachment A). Builder is responsible for all damages henceforth and agrees to make necessary repairs to damages as required by Herriman City.

