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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
HERRIMAN  
5355 W HERRIMAN MAIN ST  
HERRIMAN UT 84096  
BY: NUA, DEPUTY - WI ~~177~~ P.  
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**WHEN RECORDED, RETURN TO:**

Herriman City  
Attn: City Attorney  
5355 West Herriman Main Street  
Herriman, UT 84096

**MASTER DEVELOPMENT AGREEMENT  
FOR  
MOUNTAIN RIDGE**

THIS MASTER DEVELOPMENT AGREEMENT FOR MOUNTAIN RIDGE (this “MDA”) is made and entered as of the 22 day of April, 2020, by and between Herriman City, a Utah municipality (the “City”) and Edge Homes Utah, LLC, a Utah limited liability company, and Suburban Land Reserve, Inc., a Utah corporation (collectively, “Owner”).

**RECITALS**

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.

B. Edge Homes Utah, LLC (“Edge”) is under contract to purchase the subject Property from Suburban Land Reserve, Inc. (“SLR”). Both entities are collectively referred to herein as “Owner”; however, when Edge closes on its purchase of the Property from SLR, SLR shall have no duties, liabilities, or responsibilities under this MDA with respect to the portions of the Property sold to Edge. Edge intends to purchase and develop all the Property as provided herein.

C. Owner and the City desire that the Property be developed in a unified and consistent fashion pursuant to the General Plan (as the same may be amended), PD Overlay, and Design Guidelines.

D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other

things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property. In addition, Owner will dedicate at no cost to the City certain land and storm-drain improvements desired by the City for its storm drain system which benefit and provide service to areas outside the boundaries of the Property. Owner will also grant a storm drain easement in favor of the City for that portion of the storm drain system located within the boundaries of Riverton City.

E. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Owner to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. Owner hereby represents to the City that it is voluntarily entering into this MDA.

G. The Parties understand and intend that this MDA is a “development agreement” within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 et seq. (2019).

H. On April 22, 2020, the City zoned the Property as shown on the Zoning Map, attached as Exhibit “C” hereto which included a zoning condition that limited development to no more than 6.16 units per acre for the Project.

I. On April 22, 2020, the City approved the PD Overlay for the Project.

J. The City finds that this MDA, PD Overlay, and Design Guidelines conform to the intent of the City’s General Plan, as amended.

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

## TERMS

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

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” through “K” are hereby incorporated into this MDA.

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

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 et seq. (2019).

1.2.2. **Administrator** means the Community Development Director, or any other person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all of the development on the entire Project in accordance with the PD Overlay as may be amended.

1.2.5. **City** means Herriman City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines including but not limited to planning, urban design, traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City’s Future Laws** means the ordinances, policies, and standards 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 MDA.

1.2.8. **City's Vested Laws** means the ordinances, policies, and standards in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "D."

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

1.2.10. **Default** means failure to comply with the Design Guidelines or a material breach of this MDA as specified herein.

1.2.11. **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.

1.2.12. **Design Guidelines** means the Design Guidelines showing the architectural styles and design themes of the homes to be constructed in the Project, development standards, landscaping and other Project improvements. A copy of the approved Design Guidelines is attached as Exhibit "E."

1.2.13. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.14. **Development Application** means a complete application including the payment of all application fees to the City for development of the Project or a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project. The Development Application shall identify, and provide contact information for, a Development Application Agent in compliance with the requirements of this MDA.

1.2.15. **Development Application Agent** means Owner, an owner/member or manager of the Owner, or a licensed architect, licensed landscape architect, certified city planner, or professional urban designer with a minimum of a bachelor's degree in urban design, engineering, or a related field, who has designed, or is responsible for

the design, of all subdivision, site, or architectural related materials submitted within a Development Application. Acting on behalf of the Applicant, the Development Applicant Agent shall be the primary point of contact for the Development Application, and shall be available to meet and confer with City staff upon request by the City. The Development Application Agent shall present all Development Applications and related materials to City staff, the Planning Commission, and City Council.

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

1.2.17. **Maximum Residential Units** means the Project is approved for a total of, and shall not have more s than, six hundred twenty-five (625) residential units at Buildout.

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

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

1.2.20. **Open Space** shall mean a park, playground, swimming pool, golf course, athletic field or other area or open space that provides opportunities for active or passive recreational uses or leisure activities as specifically identified in Amenity Network section of the Design Guidelines attached hereto as Exhibit E. Open Space shall not include any areas associated with a yard or building setback. Improvements and amenities to the Open Space is part of the final plat and site plan review and is subject to the standards of the PD Overlay.

1.2.21. **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 MDA.

1.2.22. **Owner** means Edge Homes Utah, LLC, a Utah limited liability company.

1.2.23. **Party/Parties** means, in the singular, either Owner or the City; in the plural both the Owner and the City.

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

1.2.25. **Phasing Plan** means the phasing plan showing the intended sequence of construction of improvements, development of the Project and approvals of plats within the Project. A copy of the Phasing Plan is attached as Exhibit "I."

1.2.26. **Preliminary Plat** means a plan of a proposed subdivision showing information and features required by the provisions of City vested laws.

1.2.27. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA. The Project will be known as "*Mountain Ridge.*"

1.2.28. **Property** means the real property owned by Owner and to be developed by Owner more fully described in Exhibit "A" hereto.

1.2.29. **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.

1.2.30. **PD Overlay** means an overlay zone adopted by the City on 4/22/20 that shows an integrated design and the location of the intended uses for development of the Project. The PD Overlay includes an overall site plan. The PD Overlay is attached hereto as Exhibit "B."

1.2.31. **PD Overlay Ordinance** means the ordinance adopted by the Council approving the PD Overlay that may or may not include various conditions. The PD Ordinance is attached hereto as Exhibit “G.”

1.2.32. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for residential use.

1.2.33. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

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

1.2.35. **Zoning Map** means that map adopted by the City on 4-22-, 2020 specifying the zoning for the Property as shown on Exhibit “C” hereto.

1.2.36. **Zoning Ordinance** means the City’s Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City’s Vested Laws.

**2. Development of the Project; Necessary Approvals.**

2.1. **Compliance with the PD Overlay and this MDA.** Owner shall develop the Project in accordance with the City’s Vested Laws, the City’s Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the PD Overlay, the PD Overlay Ordinance, the Zoning Map, and this MDA.

2.2. **Project Density.** At Buildout of the Project, Owner shall be entitled to have developed the Maximum Residential Units, as defined above.

2.3. **Riverton Density.** The Parties acknowledge that approximately 150 acres of the master-planned community being developed by Owner are located in Riverton City as shown in Exhibit “J.” As a material provision of this MDA, Owner covenants and agrees

that the residential density of such acreage in Riverton City shall not exceed 7.5 units per acre. In addition, the Parties agree to comply with the provisions of this MDA pertaining to that portion of the storm-drain easement and trail located in Riverton City.

**2.4. Necessary Approvals.** The Parties' execution of this MDA confirms that the City has approved the necessary amendment(s) to the City's General Plan, and the requested rezoning of the Property, to allow Owner to develop and improve the Project as intended (consistent with the PD Overlay attached as Exhibit "B" hereto). The enhancements that Owner will include in the Project (such as slip lanes, enhanced open space, and storm drain easements for the City's storm drain system) are provided by Owner as partial consideration for the City's approval of the necessary amendment(s) to the City's General Plan and the requested rezoning of the Property.

**2.5. Accounting for Residential Units for Parcels Developed by Owner and Parcels Sold to Subdevelopers.** At the recordation of a Final Plat or other document allowing for residential use developed by Owner, Owner shall provide the City a Development Report showing any Density used with the Parcel(s) and the Density remaining with Owner and for the remaining Project. Any Parcel sold by Owner to a Sub-developer shall include the transfer of a specified portion of the Maximum Residential Units sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Owner shall provide the City a Sub-Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Residential Units remaining with Master Developer and any material effects of the sale on the Preliminary Development Plan.



3. **Zoning and Vested Rights.**

3.1. **Zoning.** The City has zoned the Property as shown on the Zoning Map and approved a PD Overlay zone to allow the uses and densities as depicted and limited in the PD Overlay attached hereto as Exhibit “B.”

3.2. **Vested Rights Granted by Approval of this MDA.** Except as provided below and in Section 3.3.7, to the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Owner all rights to develop the Project in fulfillment of this MDA, the City’s Vested Laws, the Zoning Map and the PD Overlay except as specifically provided herein. The Parties specifically intend that this MDA grant to Owner “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509. Park amenities, trails, and open space improvements in the Project will be constructed and installed in accordance with the Phasing Plan attached hereto as Exhibit “I.” All improvements required to be constructed for the Project are presumed to be “project improvements” (not “system improvements” that qualify for reimbursement by the City) unless specifically stated otherwise in this MDA. Notwithstanding any other provision to the contrary in this MDA, upon expiration of the tenth (10<sup>th</sup>) year after this MDA has been recorded with the Salt Lake County Recorder’s Office, State of Utah, the “City’s Vested Laws,” as defined above (meaning the City’s ordinances, policies, and standards in effect as of the date of this MDA) shall automatically be superseded and replaced by, and shall then be defined as, the then-current ordinances, policies, and standards of the City.

3.3. **Exceptions.** The restrictions on the applicability of the City’s Future Laws to the Project as specified in Section 3.2 are subject to only the following exceptions:

3.3.1. Master Developer Agreement. City's Future Laws that Owner agrees, in Owner's discretion, in writing to the application thereof to the Project. If Owner makes the election for the City's Future Laws to apply to the Project, then such Future Laws shall apply for the remaining duration of the Project;

3.3.2. 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;

3.3.3. Codes. Herriman City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works (6<sup>th</sup> Edition, \_\_\_\_\_) and any new editions or replacement thereof and any 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 of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.3.4. 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; or,

3.3.5. Fees. Changes to the amounts of 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.

3.3.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City. Owner agrees that the impact fees imposed on the Owner by the City meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2019) *et seq.*

3.3.6.1. *No Challenge to Impact Fees*. Owner shall not challenge the City's current impact fees.

3.3.6.2. *Impact Fee Credits/Reimbursements – System Improvements*. The parties agree that Owner shall receive impact fee credits and reimbursements as follows:

(a) Owner agrees to design and construct the full width of 13800 South which is a system improvement in accordance with City requirements and standards. Owner acknowledges that the northern portion of 13800 South is located in Riverton City, with the southern portion being in the City. City has been informed that City and Riverton standards are similar accordingly, Owner will coordinate the design and construction of the cross-section and roadway improvements of 13800 South with both cities. The Parties will enter into a reimbursement agreement in the form attached as Exhibit "F-1" for reimbursement of impact fees for the City's portion of 13800 South.

(b) The City will design, and Owner will construct the designed park and open space improvements using all park and open space impact fees from the Project paid to the City. Notwithstanding any provision to the contrary in this MDA or any reimbursement agreement, Owner shall have no obligation to construct or install any park or open space improvements

the cost of which would exceed the amount of park impact fees to be paid from the Project to the City (which impact fees, after being received by the City, will be disbursed to Owner to reimburse Owner for the park and open space improvement costs). The City will inspect and if acceptable accept the designed improvements to public parks, trails, and open space identified in Exhibit “K” in the Project (collectively “Park Costs”). The Parties will enter into a reimbursement agreement in the form attached as Exhibit “F-2” for Owner to be paid all park/open space impact fees received by the City from the Project to fully reimburse Owner for all Park Costs incurred by Owner. Since the parks and open space in the Project satisfy Owner’s open space obligations and Owner may utilize and develop the 9.6 acre park to serve as storm water detention basin, consequently the Owner will not be reimbursed for the land value of the parks. Owner will pay for fifty percent (50%) of the costs of installation of sod and irrigation for the 9.6 acre park; and the City will be responsible to pay for all other fifty percent (50%) of such costs of the 9.6 acre park. Subject to the City’s cost-sharing obligation in the preceding sentence, Owner will install sod and irrigation for the entire 9.6-acre park that shall be installed and warranted according to the then current City standards and thereafter the City shall maintain the 9.6- acre park. For clarification, as shown in Exhibit “K,” there will be two (2) parks in the Project: a park approximately 9.6 acres in size; and a park approximately 5.0 acres in size (subject to the provisions of Section 3.3.8 below). Most of the 9.6-acre park is needed for use as a stormwater

detention pond. Owner will pay, and not be reimbursed for, the cost of the land and 50% of the costs of sod and sprinklers used for the storm detention portion of the 9.6-acre park. The City will pay for (or reimburse Owner for) all other approved amenities and improvements for the 9.6-acre park as set forth in Exhibit "F-2." By contrast, the 5.0-acre park is not needed for stormwater detention use. Accordingly, the City will reimburse the Owner for the cost for all sod, sprinklers, and other improvements and amenities for the 5.0-acre park, but not for the land value of the 5.0 acres as set forth in Exhibit "F-2." Owner will convey (by separate recorded warranty deed) the land for both parks to the City (one deed for each park area) free and clear of all liens, encumbrances, and taxes including any greenbelt taxes when the subdivision plats that include the parks are recorded. The party that owns the parks will be responsible to maintain them and provide weed-control (i.e., once the park land is deeded to the City, the City will assume full responsibility for maintenance and weed-control of the parks). Additional provisions pertaining to the 5.0 acre park land are set forth in Section 3.3.8 below.

(c) Prior to any building permits being issued for any new Residential Dwelling Units in the Project, Owner will dedicate or grant the City in a form acceptable to the City an easement for storm drainage along the eastern edge of the project as illustrated in the PD Overlay in Exhibit "B" hereto. With respect to that portion of the storm drain easement located in Riverton City, Owner will sell and grant a storm drain easement to the City that will restrict the City's easement rights solely to access for

maintenance, repair and/or replacement of the underground storm drain pipe, but the City cannot use the easement (or the surface trail system) for any other purpose, including, without limitation, as a public trail. The sales price to be paid by the City to Owner for that portion of the storm drain easement located in Riverton City is estimated to be approximately \$567,131.58 (the "Easement Sales Price"). The City will pay the Easement Sales Price to Owner in three (3) equal annual installments as follows: one-third (1/3) on or before October 1, 2020; one-third (1/3) on or before October 1, 2021; and the final one-third (1/3) on or before October 1, 2022. The Easement Sales Price shall be paid in addition to the reimbursements to be paid to Owner under the reimbursement agreement attached hereto as Exhibit "F-3." Prior to any building permits being issued for any new Residential Dwelling Units in the Project, Owner will obtain all necessary permits to install a reinforced concrete pipe adequate to convey flows dedicated in the Herriman Storm Drain Master Plan pursuant to the then current City standards. The City will not issue any building permit for new Residential Dwelling Units in the Project until the storm drain pipe located in Riverton City has been installed and deemed substantially complete by the City. A temporary retention pond will be allowed to retain runoff from the 100-year, 24-hour design storm event in the area designated for the 9.6 acre park. The temporary pond must be converted to permanent detention with the outfall being connected to the Riverton City storm drain pipe no later than July 1, 2021. If the temporary retention pond is not converted to

permanent detention with the outfall connection made to the Riverton City storm drain pipe by July 1, 2021, at which time all inspections and plan reviews associated with the Development will be cease until these requirements are met. In addition, prior to any building permits being issued for any new Residential Dwelling Units in the Project, Owner will construct an open-ditch storm drain facility pursuant to the current City standard. In addition prior to any building permits being issued for any new Residential Dwelling Units with respect to the effected phase, as determined by the City, Owner will improve and “pipe” the open-ditch in segments in the following order Phase 10, Phase 5, Phase 6, Phase 7 as identified in Exhibit I. The Parties will enter into a reimbursement agreement in the form attached as Exhibit “F-3” for reimbursement of the cost to construct and install all storm drain line (specifically excluding cost attributable to the easement referenced above and any other associated real property). In addition, to the extent allowed under City ordinance, the total acreage of the dedication with respect to the storm drain will be counted toward the open space requirement, specifically excluding the acreage of the storm drain easement in Riverton City. The City will not be responsible for the maintenance of the surface improvements/trail of the storm drain easement area located within Riverton City. Owner will create a homeowner’s association to maintain the surface improvements/trail of the storm drain located within the City.

(d) The City has the option, but not the obligation, to install the storm drain improvements located in the City and Riverton. If the City installs the

storm drain improvements located in the City and Riverton, then Owner shall sell and convey to the City an easement for the associated real property (as described in subsection (c) above), and the City shall pay for the storm drain improvements itself without any contribution from Owner. If Owner installs the storm drain improvements located in the City and Riverton, then the City shall reimburse Owner for the costs of the storm drain improvements as set forth Exhibit F-3. Such reimbursable costs shall not include reimbursement for the costs associated with real property, cost of any trail, or the cost of landscape improvements located in Riverton (and the City shall not have any financial obligation for the same). All reimbursements to Owner for costs relating to the storm drain improvements (in both the City and Riverton City) shall be reimbursed as set forth in Exhibit "F-3."

3.3.7. Commercial Uses. There is no requirement for development of commercial uses in the Project.

3.3.8. 5-Acre Park; Civic Uses. During the twenty-four (24) month period following the date of recordation of this MDA, the Parties shall work together in good faith to select a mutually-approved civic use for the 5.0 acre park area, which approval shall not be unreasonably withheld by the Parties. Such civic uses may include, by way of example only, a reception or event center or park. The civic use(s) must be compatible with, and not detract from the value or desirability of, the surrounding uses. Owner shall have no responsibility to pay for the development or construction of the facilities of any such civic uses. If mutually-approved firm plans for the civic uses have not been secured for the 5-acre park area within said 24-month period, then the parties



may agree to 12 month extensions to develop mutually-approved firm plans for the civic uses for the 5-acre park area .

3.3.9. Park-Strips. Owner shall install and maintain, or cause a homeowners association to maintain, the landscaping required by the City in the park strips along Sentinel Ridge Boulevard where shown in the park strip landscaping exhibit attached hereto as Exhibit “H.”

3.3.10. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes does not work to change the Maximum Residential Units and are generally applicable across the entire City to the respective Zones within the Project.

3.3.11. Procedures. The then current procedures or step-by-step sequence of activities or course of action utilized by the City to accomplish an end.

3.3.12. 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) (2019).

4. **Term of Agreement**. This MDA shall remain in full force and effect until the earliest to occur of the following: (i) when the City has issued certificates of occupancy for all residential units to be constructed in the Project as allowed under Section 1.2.17 above and Buildout has been achieved; or (ii) December 31, 2040.

5. **Processing of Development Applications**.

5.1. **Outsourcing of Processing of Development Applications**. Within fifteen (15) business days after receipt of a Development Application and upon the request of Owner

the City 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. If the City determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Owner in good faith consultation with the Owner (either overtime to City employees or the hiring of a City Consultant). If the Owner notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then the Owner shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. 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 Owner) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Owner shall, within fifteen (15) 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.

**5.2. 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. 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.

**5.3. 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 with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of Applicant.

**5.4. City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

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

**5.6. 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, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

**5.7. Mediation of Development Application Denials.**

5.7.1. Issues Subject to Mediation. Issues resulting from the City’s Denial of a Development Application that the parties are not able to resolve by “Meet and Confer” shall be mediated and include the following:

- (i) the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,
- (iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards, and
- (iv) the issuance of building permits.

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant 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 mediation issue and

promptly attempt to mediate the issue 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.

#### **5.8. Arbitration of Development Application Objections.**

5.8.1. Issues Subject to Arbitration. Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

5.8.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 5.7.

5.8.3. 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 issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. 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.

6. **Application Under City's Future Laws.** Owner may at any time, choose to submit a Development Application for all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Owner is not in current breach of this MDA whereupon all subsequent Development Applications will be subject to such City's Future Laws.

7. **Public Infrastructure.**

7.1. **Construction by Owner.** Owner 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.

7.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Utah Code Ann. § 10-9a- 101 et seq. as amended, security for any Public Infrastructure is required by the City Applicant shall provide it in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8. **Upsizing/Reimbursements to Owner.**

8.1. **"Upsizing".** The City shall not require Owner to "upsized" any future Public Infrastructure (i.e., to construct infrastructure to a size larger than required to service the Project) unless the Parties enter into a reimbursement agreement that allows Owner to recover the upsizing costs in the applicable form attached as Exhibit "F-1 through F-3."

9. **Default.**

9.1. **Notice.** If Owner 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.

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

9.2.1. Specific Claim. Specify the claimed event of Default;

9.2.2. Applicable Provisions. Identify any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

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

9.2.4. 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.

**9.3. Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the Parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.6 and 5.7. If the claimed Default is subject to Arbitration as provided in Section 5.8 then the parties shall follow such processes.

**9.4. Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to arbitration then the Parties may have the following remedies, except as specifically limited in 9.9:

9.4.1. Equity. All rights and remedies available in equity, including, but not limited to, injunctive relief and/or specific performance.

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

9.4.3. Future Approvals. The City unilateral right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy and/or other permits for development of the Project in the case of a default by Owner.

**9.5. Public Meeting.** Before any remedy in Section 10.4 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.

**9.6. Emergency Defaults.** Anything in this MDA 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 10.4 without the requirements of Sections 10.5. The City shall give Notice to Owner of any public meeting at which an emergency default is to be considered and the Owner shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

**9.7. 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.

**9.8. Default of Assignee.** A default of any obligations assumed by an assignee shall also be deemed a default of Owner.

**9.9. Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto except that the City may unilaterally withhold all further reviews, approvals, licenses, building permits, certificate of occupancy and/or other permits for development of the Project in the case of a default by Develop or any assignee, may seek payment of any unpaid outsourcing fees pursuant to Section 5.1 and any independent technical analysis pursuant to Section 5.3. The sole and exclusive remedy available to Owner or assignees or successors shall be that of specific performance.

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



address:

**To Owner (Edge):**

Edge Homes Utah, LLC  
13702 South 500 West B12  
Draper, Utah 84020  
Attn: Steve Maddox  
Email: [steve@edgehomes.com](mailto:steve@edgehomes.com)

**With a copy to:**

Paxton Guymon, Esq.  
York Howell & Guymon  
10610 S. Jordan Gateway, Suite 200  
South Jordan, Utah 84095  
Email: [Paxton@yorkhowell.com](mailto:Paxton@yorkhowell.com)

**To Owner (SLR):**

Suburban Land Reserve, Inc.  
51 S. Main Street, Suite 500  
Salt Lake City, Utah 84111  
(801) 321-8700  
Attn: Daniel McCay

**With a copy to:**

Kirton McConkie  
50 East South Temple  
Salt Lake City, Utah 84111  
Attn: Eric B. Robinson  
Email: [erobinson@kmclaw.com](mailto:erobinson@kmclaw.com)

**To City:**

Herriman City  
Attn: City Manager  
5355 West Herriman Main Street  
Herriman, UT 84096  
[Bwood@herriman.org](mailto:Bwood@herriman.org)

**With a Copy to:**

Herriman City

Attn: City Attorney  
5355 West Herriman Main Street  
Herriman, UT 84096  
[John@bremslaw.com](mailto:John@bremslaw.com)

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

10.1.1. Hand Delivery. Its actual receipt, if delivered personally or by courier service

10.1.2. 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.

10.1.3. 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 MDA by giving written Notice to the other party in accordance with the provisions of this Section.

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

12. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City or Owner. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or 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.

13. **Assignability.** The rights and responsibilities of Owner under this MDA may be assigned in whole or in part, respectively, by Owner with the consent of the City.

14. **Binding Effect/Assignment.** Neither this MDA nor any of the rights, provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party.

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

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

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

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

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City shall be the Community Development Director. The initial representative for Owner shall be Steve Maddox. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

20. **Applicable Law.** This MDA 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.

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

22. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided in Section 22 or by a subsequent written amendment signed by all Parties.

22.1.1. **Amendments.** Modification of the location of the infrastructure such as relocation and realignment of underground pipes and utility improvements for the Project that does not materially change the functionality of the infrastructure may be considered and approved by the Administrator. Applications for Administrative Amendments shall be filed with the Administrator. If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine or approve any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as an amendment to this MDA. If the Administrator approves any Administrative Amendment the Administrator shall notify the

Council in writing of the proposed approval. Unless the Administrator receives a notice from the City Council requiring the Administrative Amendment to be reviewed and considered by the City Council as an amendment to this MDA, then approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. Any proposed amendments that change the Design Guidelines must be reviewed and approved by the City's Planning Commission and shall not require an amendment to this MDA. All other modifications such as, without limitation, changing the uses, densities, or the PUD Plan of the Project will require formal consideration and approval by the City Council as an amendment of this MDA.

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

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

25. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. \_\_\_\_\_ adopted by the City on 4-22, 2020.

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

CITY:  
Herriman City

*[Signature]*  
By: Brett Geo. Wood  
Its: City Manager

Approved as to form and legality:

*[Signature]*  
City Attorney

Attest:

*[Signature]*  
City Recorder



**CITY ACKNOWLEDGMENT**

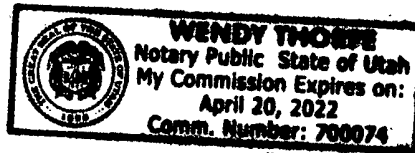
STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF SALT LAKE )

On the 14 day of May, 2020 personally appeared before me <sup>*Jackie Nystrom*</sup> ~~Brett Wood~~ who being by me duly sworn, did say that he is the City Manager 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 City Manager acknowledged to me that the City executed the same.

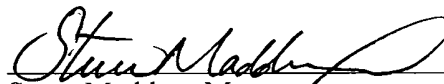
*Wendy Thorpe*  
NOTARY PUBLIC

My Commission Expires: 4-20-2022

Residing at: Herriman, UT



**OWNER:**  
Edge Homes Utah, LLC

  
Steve Maddox, Manager


Suburban Land Reserve, Inc.

\_\_\_\_\_  
R. Steven Romney, President

**OWNER ACKNOWLEDGMENT (EDGE)**

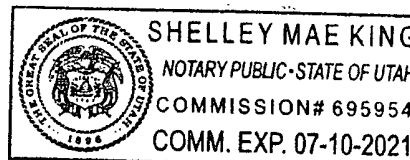
STATE OF UTAH                    )  
  :SS.  
COUNTY OF SALT LAKE    )

On the 9 day of June, 2020, personally appeared before me Steve Maddox, who being by me duly sworn, did say that he is the Manager of Edge Homes Utah, 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.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 7-10-2021

Residing at: Lehi, UT



**OWNER:**  
Edge Homes Utah, LLC

Steve Maddox  
Steve Maddox, Manager

Suburban Land Reserve, Inc.

R. Steven Romney  
R. Steven Romney, President

**OWNER ACKNOWLEDGMENT (EDGE)**

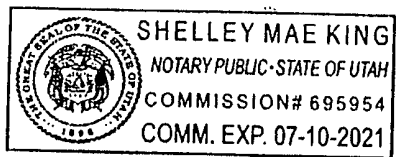
STATE OF UTAH                    )  
  :SS.  
COUNTY OF SALT LAKE    )

On the 9 day of June, 2020, personally appeared before me Steve Maddox, who being by me duly sworn, did say that he is the Manager of Edge Homes Utah, 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.

Shelley King  
NOTARY PUBLIC

My Commission Expires: 7-10-2021

Residing at: Lehi, UT





**OWNER ACKNOWLEDGMENT (SLR)**

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

On the 12 day of June, 2020, personally appeared before me R. Steven Romney, who being by me duly sworn, did say that he is the President of Suburban Land Reserve, Inc., a Utah corporation, and that the foregoing instrument was duly authorized by said corporation at a lawful meeting of the shareholder(s) and/or board of directors of said corporation and signed in behalf of said corporation.

*Marilyn F. Nielson*  
NOTARY PUBLIC

My Commission Expires: 08/09/2021  
Residing at: Bountiful, UT



## TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	PD Overlay
Exhibit "C"	Zoning Map
Exhibit "D"	City's Vested Laws
Exhibit "E"	Design Guidelines
Exhibit "F-1, F-2, and F-3"	Form Reimbursement Agreements
Exhibit "G"	PD Overlay Ordinance
Exhibit "H"	Park-Strip Landscaping
Exhibit "I"	Phasing Plan
Exhibit "J"	Riverton Development Parcel
Exhibit "K"	Park/Trails Subject to Reimbursement

Exhibit "A"  
Legal Description of Property

**MDA – East Area**

Beginning at a point on the Westerly boundary line of the Provo Reservoir Canal, said point being North 89°50'58" West 1,541.15 feet along the Quarter Section line from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence along the Westerly boundary line of said Provo Reservoir Canal the following (19) nineteen courses:

- (1) thence South 33°11'55" East 91.69 feet;
  - (2) thence Southeasterly 260.93 feet along the arc of a 416.50 foot radius curve to the right (center bears South 65°46'17" West and the chord bears South 06°16'53" East 256.68 feet with a central angle of 35°53'39");
  - (3) thence Southwesterly 120.63 feet along the arc of a 316.50 foot radius curve to the left (center bears South 69°21'50" East and the chord bears South 09°43'03" West 119.90 feet with a central angle of 21°50'14");
  - (4) thence South 01°12'03" East 236.80 feet;
  - (5) thence Southeasterly 197.64 feet along the arc of a 416.50 foot radius curve to the left (center bears North 88°47'46" East and the chord bears South 14°47'53" East 195.79 feet with a central angle of 27°11'18");
  - (6) thence South 27°32'12" East 155.63 feet;
  - (7) thence South 26°33'53" East 103.31 feet;
  - (8) thence South 30°37'30" East 106.96 feet;
  - (9) thence South 28°31'46" East 115.09 feet;
  - (10) thence South 29°35'10" East 33.08 feet;
  - (11) thence South 89°59'44" West 43.52 feet;
  - (12) thence South 28°44'14" East 42.99 feet;
  - (13) thence Southeasterly 101.37 feet along the arc of a 798.00 foot radius curve to the left (center bears North 61°16'23" East and the chord bears South 32°21'58" East 101.30 feet with a central angle of 07°16'41");
  - (14) thence South 36°00'19" East 348.59 feet;
  - (15) thence Southeasterly 221.54 feet along the arc of a 758.00 foot radius curve to the left (center bears North 53°59'40" East and the chord bears South 44°22'42" East 220.75 feet with a central angle of 16°44'44");
  - (16) thence South 52°45'04" East 91.47 feet;
  - (17) thence Southeasterly 240.78 feet along the arc of a 531.50 foot radius curve to the right (center bears South 37°14'55" West and the chord bears South 39°46'23" East 238.73 feet with a central angle of 25°57'23");
  - (18) thence South 26°47'42" East 219.04 feet;
  - (19) thence Southeasterly 66.97 feet along the arc of a 577.00 foot radius curve to the left (center bears North 63°12'18" East and the chord bears South 30°07'12" East 66.93 feet with a central angle of 06°38'59") to a point on the North Boundary line of PARK HOUSE PHASE 3, SOUTH HERRIMAN SUBDIVISION, AMENDING LOT B AND B-1;
- thence South 89°59'43" West 1,612.88 feet along said North Boundary line, and to and along the North Boundary line of PARK HOUSE PHASE 2, SOUTH HERRIMAN SUBDIVISION, AMENDING LOT B AMENDING LOT B-1 AND THE MEADOWS AT ROSECREST SUBDIVISION PHASE 1, AMENDING LOT D;
- thence North 00°00'17" West 25.81 feet;
- thence Northeasterly 209.44 feet along the arc of a 300.00 foot radius curve to the right (center bears North 89°59'44" East and the chord bears North 19°59'43" East 205.21 feet with a central angle of 39°59'58");

thence North 39°59'43" East 8.97 feet;  
thence Northeasterly 209.44 feet along the arc of a 300.00 foot radius curve to the left (center bears North 50°00'18" West and the chord bears North 19°59'43" East 205.21 feet with a central angle of 39°59'58");  
thence North 00°00'17" West 506.64 feet;  
thence South 89°59'43" West 655.00 feet;  
thence North 00°16'25" West 130.38 feet;  
thence South 89°59'44" West 9.80 feet to the Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence Northwesterly 493.55 feet along the arc of a 975.00 foot radius curve to the left (center bears South 73°20'31" West and the chord bears North 31°09'35" West 488.30 feet with a central angle of 29°00'13") along said Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence North 45°39'42" West 433.72 feet along said Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence Northwesterly 645.79 feet along the arc of a 825.00 foot radius curve to the right (center bears North 44°20'18" East and the chord bears North 23°14'12" West 629.43 feet with a central angle of 44°51'00") along said Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence South 89°51'00" East 24.87 feet along said Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence North 00°09'00" East 34.00 feet along said Easterly Right of Way Line of Sentinel Ridge Boulevard to the Quarter Section line  
thence South 89°50'58" East 1,812.96 feet along the Quarter Section to the point of beginning.

Contains 3,403,609 Square Feet or 78.136 Acres

**MDA – West Area**

Beginning at a point on the Westerly Right of Way Line of Sentinel Ridge Boulevard, said point being North 89°50'58" West 3,525.38 feet along the Quarter Section line from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°09'01" West 40.00 feet along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence South 44°51'00" East 39.08 feet along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence Southeasterly 706.82 feet along the arc of a 945.00 foot radius curve to the left (center bears North 87°13'05" East and the chord bears South 24°12'34" East 690.46 feet with a central angle of 42°51'17") along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence South 45°38'12" East 434.53 feet along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence Southeasterly 178.23 feet along the arc of a 855.00 foot radius curve to the right (center bears South 44°21'49" West and the chord bears South 39°39'53" East 177.90 feet with a central angle of 11°56'36") along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence South 64°39'55" West 162.40 feet;

thence South 25°20'05" East 250.00 feet;

thence South 89°59'44" West 1,139.30 feet;

thence North 00°21'29" West 100.00 feet;

thence South 89°59'44" West 47.32 feet;

thence North 00°19'32" West 1,335.09 feet to the Quarter Section line;

thence South 89°50'58" East 499.84 feet along said Quarter Section line to the point of beginning.

Contains 1,208,820 Square Feet or 27.751 Acres

Total of 105.887 Acres

Exhibit "B"  
PD Overlay

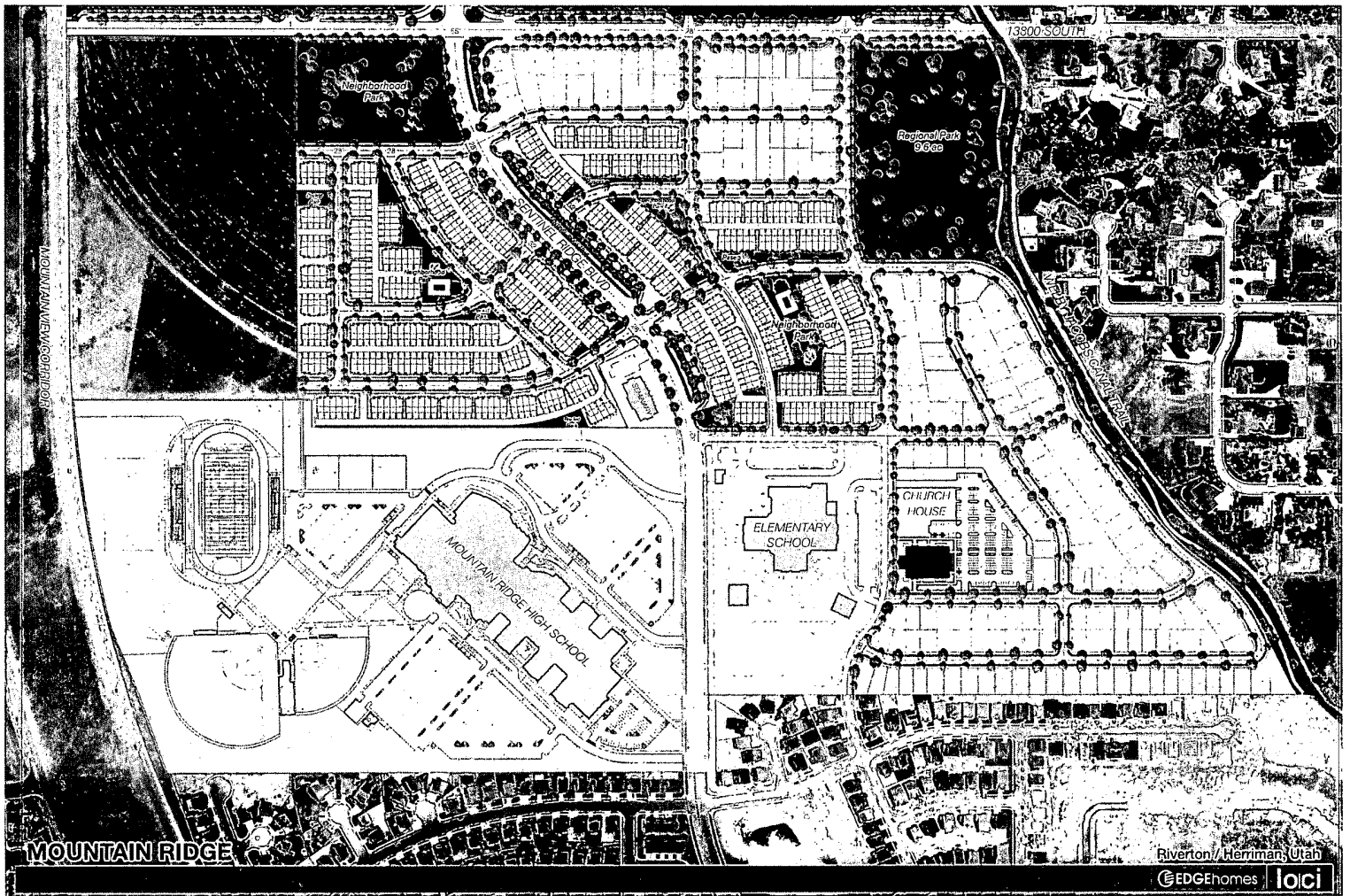




Exhibit "C"  
Zoning Map

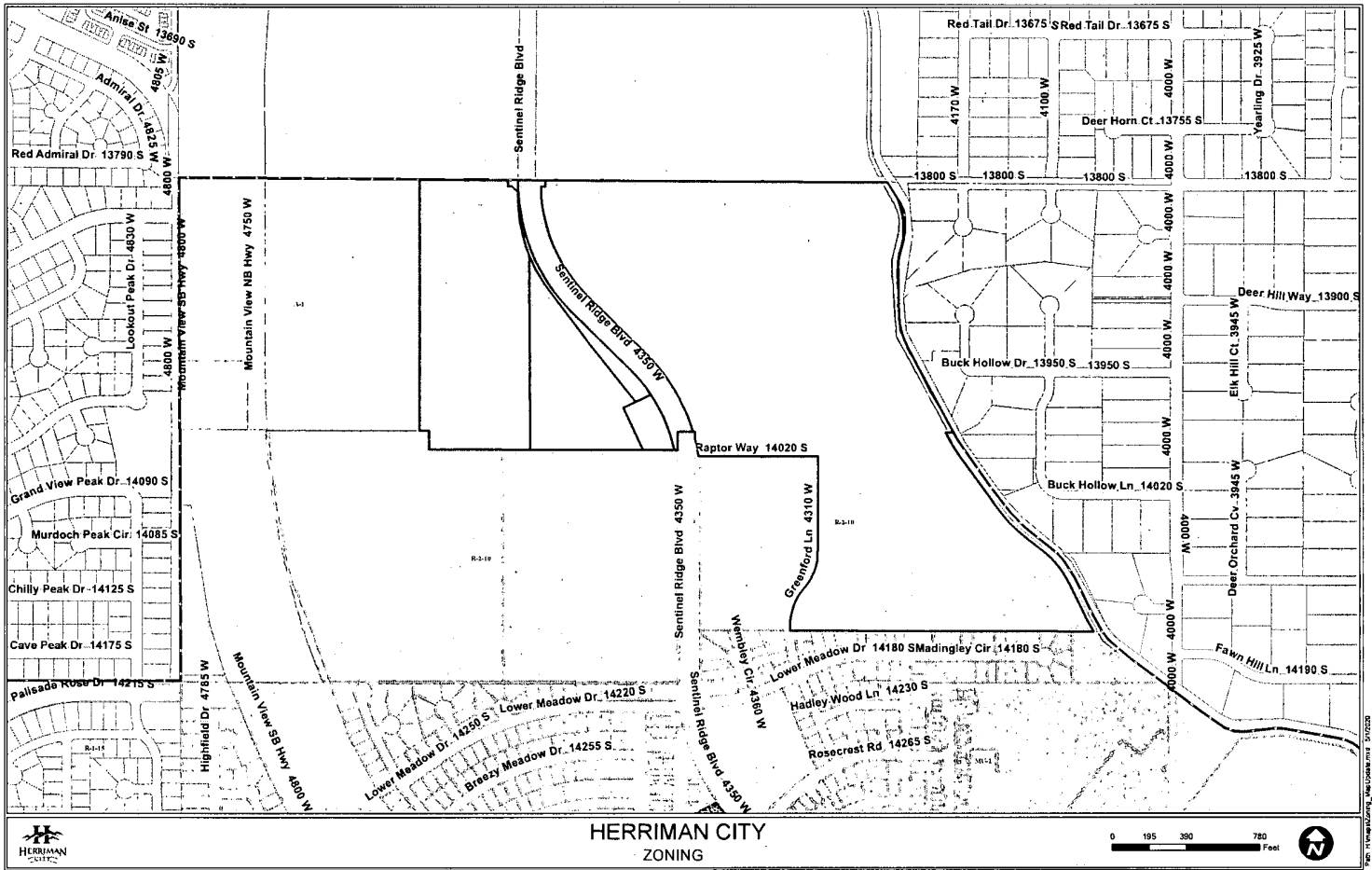


Exhibit "D"  
City's Vested Laws

A digital copy of the vested laws is on file with the City Recorder

Exhibit "E"  
Design Guidelines

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# MOUNTAIN RIDGE I DESIGN GUIDELINES

FEBRUARY 2020 | HERRIMAN, UT

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## MOUNTAIN RIDGE | TABLE OF CONTENTS

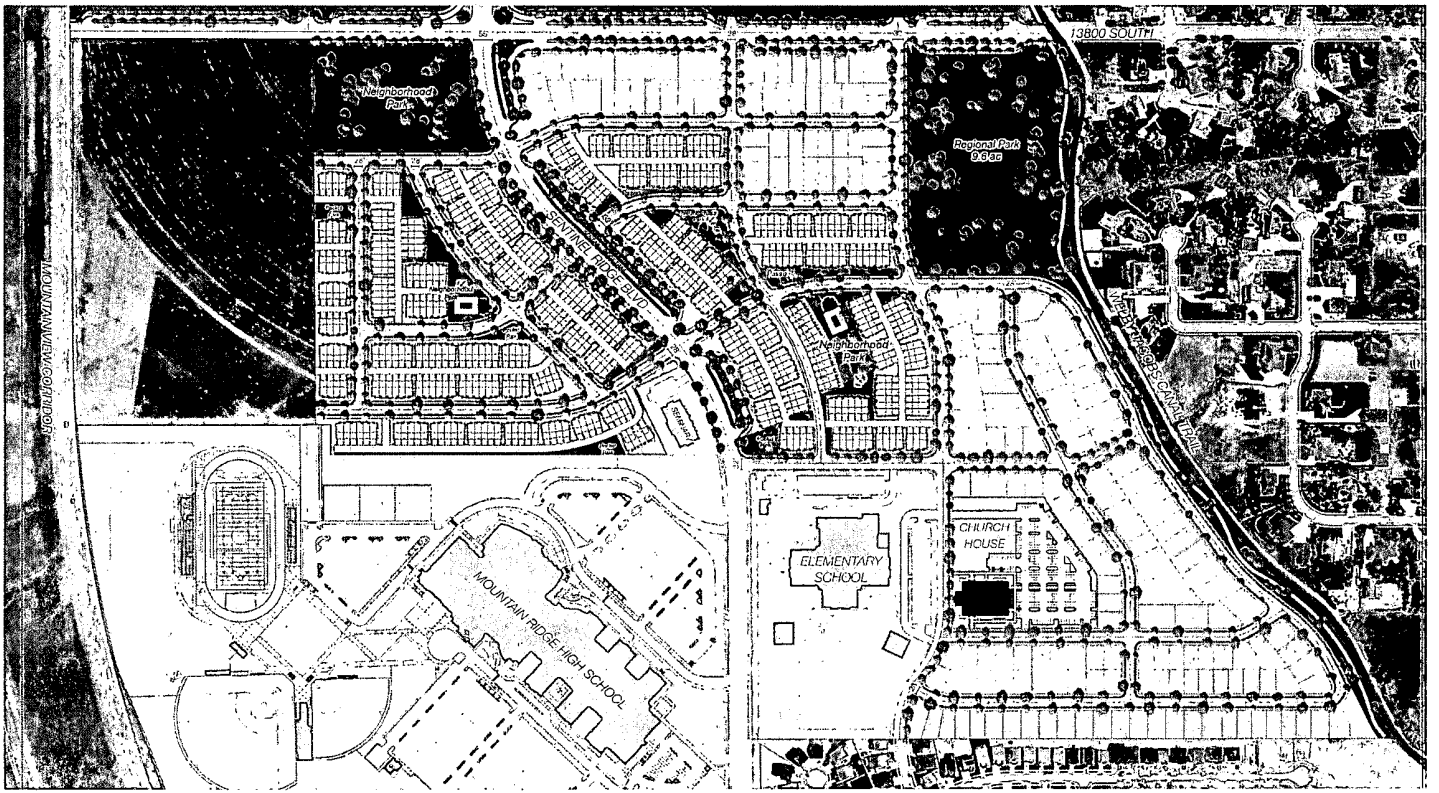
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### PREFACE

These Design Guidelines are provided to direct the character and style of the proposed Mountain Ridge community located in Herriman and Riverton, Utah. This book of Design Guidelines is specific to the Herriman portion of the community. The intent of these Guidelines is to inform the City and the Public of the general standards and principles that will be followed in the community regarding design, open space, and land uses.

### EXECUTIVE SUMMARY

Within Herriman, the proposed Mountain Ridge community occupies approximately 100.6 acres of land bordered on the North by 13800 south, on the West by Mountain View Corridor, and on the East by the Welcy Jacobs Canal. It extends South to the limits of existing development. The community will provide a variety of housing opportunities to meet the needs of homebuyers in different life stages and economic positions. Housing types will include detached single family and attached townhomes. The community character is defined by pedestrian friendly tree-lined streets, and will include multiple parks with a variety of recreational opportunities, as well as connections to a regional trail.



**DESIGN GUIDELINES | DEVELOPMENT STANDARDS**



# MOUNTAIN RIDGE | DESIGN GUIDELINES | DEVELOPMENT STANDARDS

## RESIDENTIAL

### LOT REGULATIONS:

**LOT SIZE.** The minimum lot size for a single family lot shall be 4,000 square feet.

**WIDTH.** The minimum width for any residential lot shall be 40 feet at the designated front setback.

**FRONT YARD REQUIREMENTS.** The minimum front yard setback shall be 21 feet as measured from a public right-of-way to the garage face.

**SIDE YARD REQUIREMENTS.** All dwelling structures, other main buildings and accessory buildings that require a building permit shall be set back from each side property line a distance of at least 5 feet for single family units and at least 10 feet for multi family units. Setbacks shall be measured to the foundation.

**REAR YARD REQUIREMENTS.** All primary dwelling structures shall be set back from the rear property line a minimum of 15 feet as measured to the foundation. Any portion of uncovered or covered patio or deck shall be set back from the rear property line a minimum of 10 feet as measured to the foundation.

**CORNER LOTS.** On corner lots, the side yard setback on the street side of the lot shall be 21 feet as measured from a public right-of-way to the garage face and 15 feet measured to foundation of the primary dwelling structure, a covered porch, patio, or garage side if present.

Driveways behind corner lots shall be oriented as indicated in the Single Family Driveway Orientation Diagram.

### SIZE OF BUILDINGS:

**HEIGHT OF BUILDINGS.** All Single-Family, and Townhome residential buildings shall be no higher than 35 feet as measured per city code.

### MINIMUM SINGLE FAMILY SETBACKS

- 5' Side minimum setback (13' to parapet for corner lots or when adjacent to open space)
- 5' Rear minimum setback for accessory buildings
- 10' Rear minimum setback for porch, deck, or entry
- 15' Rear minimum setback to living space
- 16' Front minimum setback to living space
- 21' Minimum setback to garage

### MINIMUM MULTI FAMILY SETBACKS

- 10' Side minimum setback (15' for corner lots)
- 10' Side of building to side of building
- 15' Rear minimum setback
- 15' Front minimum setback to facade
- 21' Front minimum setback to garage

**MINIMUM SQUARE FEET.** The minimum finished square footage shall be:

- SINGLE-FAMILY**  
1,400 square feet of living space above grade.
- MULTI-FAMILY**  
1,200 square feet of living space above grade.

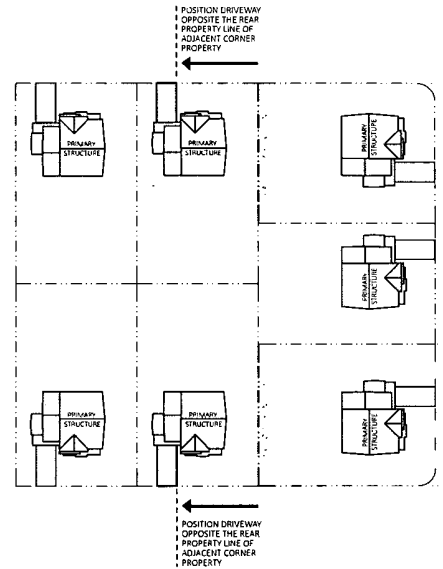
### PARKING REQUIREMENTS

All single-family housing shall incorporate a minimum of 2 (two) enclosed parking spaces. All single-family housing shall incorporate a minimum 21' foot long driveway, with capacity for two off street parking spaces.

All townhomes shall incorporate a minimum of 2 (two) enclosed parking spaces and incorporate a minimum 21' foot long driveway, with capacity for two off street parking spaces.

Parking areas associated with a clubhouse or sales center shall have six (6) spaces per one thousand (1,000) square feet.

### SINGLE FAMILY DRIVEWAY ORIENTATION DIAGRAM



## MOUNTAIN RIDGE | DESIGN GUIDELINES | DEVELOPMENT STANDARDS

### LANDSCAPING - RESIDENTIAL LOTS

No area shall be maintained with bare soil for longer than 6 months. All ground surfaces not used for buildings, sidewalks, roadways, or other impermeable surfaces shall be covered with live grass, turf, shrubbery, trees, ground cover, flowering plants or appropriate mulching.

Front and side yard landscaping shall be installed by contractor with initial construction prior to certificate of occupancy. Front and side landscape plans shall be prepared by a licensed landscape architect, certified nurseryman or master gardener and approved by the Mountain Ridge Architectural Review Committee (MRARC). If the planting of live material is hindered by adverse weather conditions, an extension of time may be granted for a period of up to six months. All plant material will meet or exceed ANSI Z60.1 standards for size and quality.

### STREETSCAPE:

**PLANTING STRIPS.** The minimum width for planting strips is 5 FT.

**SIDEWALKS.** The minimum width for public sidewalks is 5 FT.

**TRAIL WIDTH.** The typical trail width shall be 8 FT, with a minimum width of 6' upon approval by the MRARC and a maximum width of 10'.

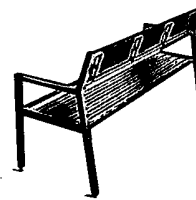
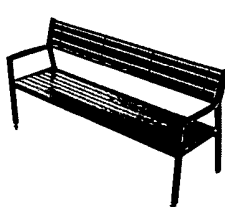
**STREET TREE SPACING.** Street trees should be planted to create a continuous canopy at maturity with a minimum spacing of 30'. Variations may be coordinated with Herriman City.

**SEATING.** Bench 500 by DuMor Site Furnishings - Powder Coated Metal

**DRINKING FOUNTAIN.** Outdoor Fountain Bi-Level Pedestal from Elkay

**BIKE RACKS.** Clip Fietsbeugel from Streetlife

**LIGHTING.** Custom fixtures from Mountain States Lighting



Bench 500 by DuMor Site Furnishings



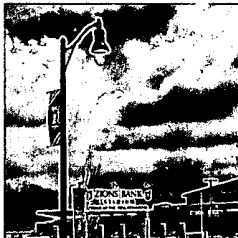
Receptacle 438 by Dumor



Outdoor Fountain Bi-Level Pedestal by Elkay



Clip Fietsbeugel by Streetlife



SENTINEL BLVD LIGHTING by Mountain States Lighting



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**DESIGN GUIDELINES | NEIGHBORHOOD GUIDELINES**

## MOUNTAIN RIDGE | DESIGN GUIDELINES | NEIGHBORHOOD GUIDELINES

### ARCHITECTURAL STANDARDS:

Architectural styles that include extreme colors, problematic materials, or styling will not be allowed within the Mountain Ridge Community. However, reasonable variations in the architectural styles and construction materials are allowed and will be necessary to give flexibility for future trends in the market place.

### FLOORPLAN AND EXTERIOR COLOR SCHEME MIXING:

In an effort to promote variety within the neighborhood the following Mountain Ridge-wide restrictions will be enforced:

- No single-family homes may be built on lots next door to or directly across the street from a previously selected single family home with the same floorplan.
- Identical elevations must be separated by at least one lot
- No main body exterior color can be built next door or directly across the street from a previously selected main body exterior color.

### ARCHITECTURAL STYLES:

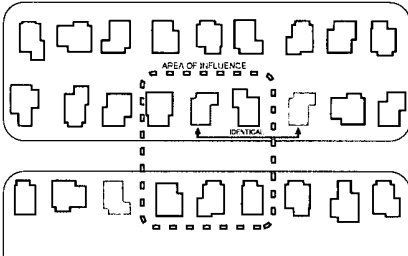
All Edge Homes floor plans are encouraged for Mountain Ridge and any of their available floor styles may be used. A variety of facade styles are available for each floor plan. The Farm style facade is favored for the character of the community, but any of the available facade styles may be used. Architectural Styles should contribute to a unique sense of place. Avoid combining structural and decorative characteristics from different architectural styles into a single building.

Should additional builders be invited to develop within the community, additional floorplans and facade styles will be submitted to the Mountain Ridge Architectural Review Committee (MRARC) for approval. The MRARC shall provide a letter to the city accompanying the submittal of approved plans stating that the plans comply with the intent of these design guidelines, and outlining any conditions for approval as needed.

### ROOF PITCH.

- Changes in roof form and height: variable roof pitches with a minimum pitch of 5:12 shall be allowed.

### EXAMPLE OF IDENTICAL FLOOR PLAN CRITERIA



Area of influence. Same floor plan cannot exist either one house adjacent to or three across from floor plan

## MOUNTAIN RIDGE | DESIGN GUIDELINES | NEIGHBORHOOD GUIDELINES

**BUILDING MATERIALS.** Material choices should reflect and reinforce the architectural style of the residence. A maximum of 3 facade materials should be used. Color variation should be limited to the main structure, trim, and accent.

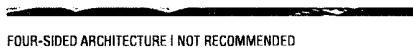
- Use building materials that convey a sense of durability and permanence.
- Use the highest quality and most durable materials at the base of buildings, because those can be most impacted by landscaping, people, and automobiles.
- Use exterior siding materials such as fiber cement siding, board and batten, shakes, masonry and stucco.
- Locate material changes at building corners as a return at least 1 foot from the external corners or other logical terminations, not at external corners.

### BUILDING COLORS.

Select a coordinated palette of complementary colors, rather than a patchwork of competing colors.

- Use bright and/or dark colors only as accent colors on trim.

### FOUR-SIDED ARCHITECTURE | RECOMMENDED



FOUR-SIDED ARCHITECTURE | NOT RECOMMENDED



- Do not use fluorescent or neon colors.
- Select a set of colors that is compatible with the architectural style of the property.

### ARCHITECTURAL ARTICULATION.

Design doorways, columns, overhangs, and other architectural elements to be substantial in depth, in order to create shadow and architectural relief. Architecture should have elevated articulation on any publicly visible face. Corner lots will be required to have four-sided architecture per the images on this page and on the diagram 4 Sided Architecture (pg. 11). It is recommended that adjacent lots also have four-sided architecture. Rear facades may not be flat or featureless.

Incorporate the following features, consistent in design style, that provide articulation and design interest consistently throughout the property:

- Decorative trim elements that add detail and articulation.
- Roof overhangs at least 12 inches deep
- Incorporate projections and recesses throughout the facade design to add architectural interest and a visual play of light and shadow. Examples include: bay windows, chimneys, front porches, balconies, overhangs, and brackets.
- Incorporate building projections that enhance the design and articulation of the building. These may project into required front, side, and rear yards up to the setback limits allowed in the development standards.

**ROOF FORMS.** Incorporate variable roof forms into the building designs. This may be accomplished by changes in roof height, offsets, change in direction of roof slope, dormers, parapets, etc. Roof pitch on Main buildings should be constructed with a minimum 5:12 roof pitch.

**DOORS, PORCHES & ENTRANCES.** Emphasize building entrances with special architectural and landscape treatments. Generous, functional porches or entry courts are strongly encouraged. Design building entrances so that they are not over-scaled relative to the size of the buildings, such that they exaggerate the scale of the structure. Front Entry doors are encouraged to have elevated styling and detail. Emphasis through color, material, upgraded hardware, transoms or sidelights, etc. is expected.

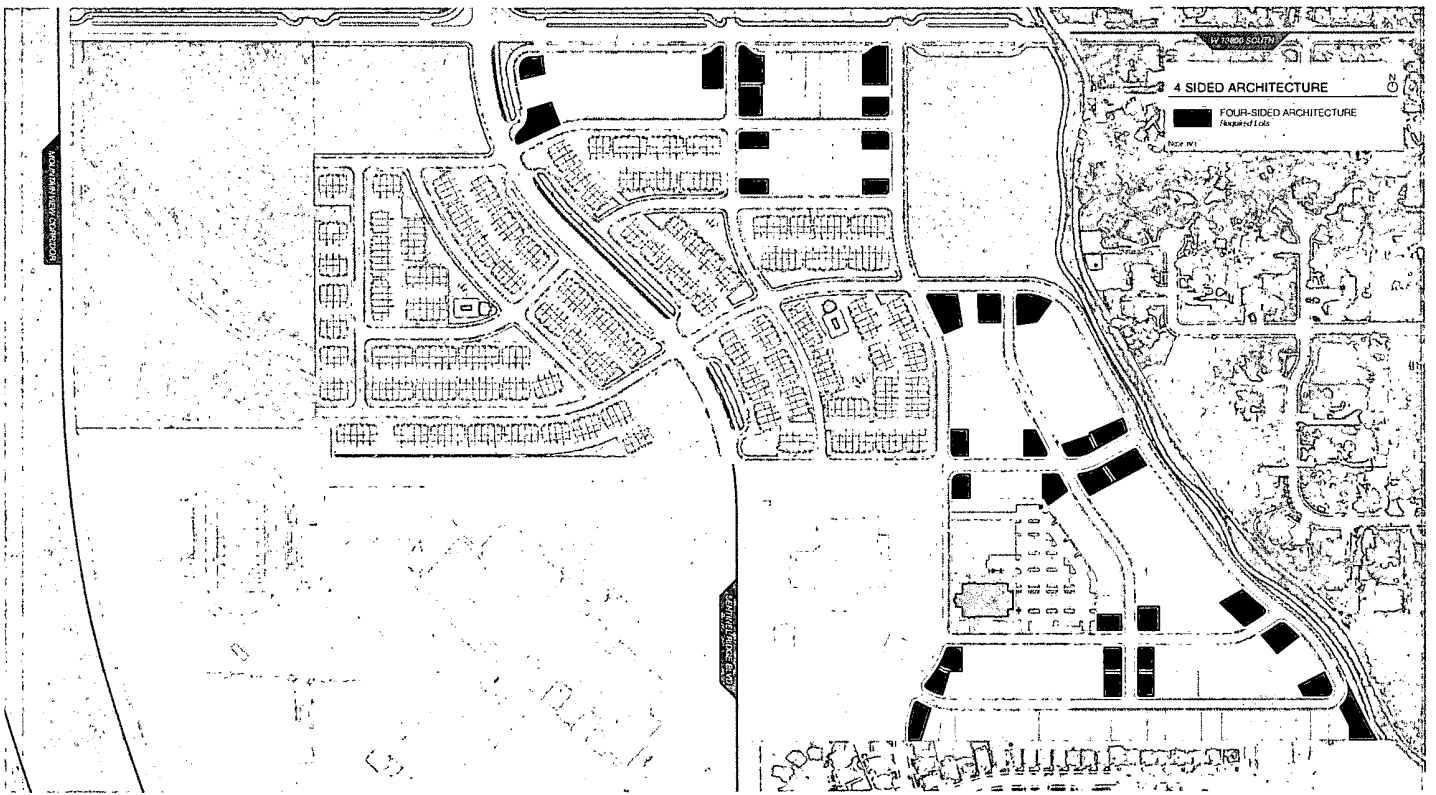
**WINDOWS.** Design window patterns and proportions to enhance all facades of the building and add architectural interest. Differentiate window designs (size, proportion) to reflect the different components of residential units, (for example entrances, living areas, stairways, and bedrooms) while ensuring harmony within that variety.

Design windows recesses, window trim and other window elements to be substantial in depth to create shadows and add architectural interest. Incorporate decorative trim elements that add detail and articulation. They must be designed as an integral part of the design, and not appear "lacked-on." Shutters must have hardware that implies full functionality, even if they are merely decorative.

### FENCING - RECOMMENDED CHARACTER AND STYLE

Only white vinyl semi-private and private, 3' or 6'.

MOUNTAIN RIDGE | DESIGN GUIDELINES | NEIGHBORHOOD GUIDELINES



## MOUNTAIN RIDGE | DESIGN GUIDELINES | NEIGHBORHOOD GUIDELINES

### LANDSCAPE PLANS

Landscaping should be considered an extension of a residence and viewed as a series of outdoor rooms. This level of planning can dramatically extend the living environment by creating outdoor spaces with defined functions across the lot. Yards, especially those areas visible from the street, should complement the architecture.

Residential landscapes are a visible expression of neighborhood culture and identity. Any guidelines provided in this document are meant to create coherent streetscapes and encourage thoughtful planning of yards for each housing typology. Expression through landscaping is encouraged and aids in personalizing neighborhoods. Example planting palettes have been provided in the following pages. Additional plants and schemes may be used, but must be approved by the Architectural Review Committee.

Landscape designs should frame the home and reinforce the human scale already integrated into the architecture. For front yards, and side yards adjacent to a road, consider the impact of the design on social opportunities and street life. In general, the landscape should connect the residence to the street.

#### INTENT

- Landscaping should complement the architecture and unify open spaces.
- Landscapes should reduce the apparent mass of adjacent buildings by considering important architectural elements prior to planting and how vegetation will aid in grounding the structure.
- Landscaping should screen cars, trash enclosures, and secondary structures from the road.
- Vegetation should be used to define boundaries and preserve residential privacy and discourage defaulting to fencing and walls. Plantings should soften fences and walls exposed to public view.
- Landscape should enhance safety and comfort. Avoid vegetation that reduces visibility along primary paths.

### DESIGN GUIDELINES

#### RESIDENTIAL LANDSCAPES

All residential yards are encouraged to have plantings that correspond to the following locations or features of the lot:

##### CORNER LOTS MINIMUM REQUIREMENTS

- (2) 2" Caliper Deciduous Trees
- (3) Deciduous shrubs
- (2) evergreen shrubs
- (15) flowering perennials
- (5) evergreen perennials

##### INTERIOR AND IRREGULAR LOTS MINIMUM REQUIREMENTS

- (1) 2" Caliper deciduous tree
- (3) deciduous shrubs
- (2) evergreen shrubs
- (8) flowering perennials
- (2) evergreen perennials

#### PLANTING PREPARATION

All planting areas (planter beds and lawn) should contain a minimum of 4 inches of topsoil or city minimum, whichever is greater, and 3 inches of mulch (organic or inorganic) to maintain soil moisture and prevent weed growth.

#### LAWNS

Should be limited to areas where it serves a function. Deep rooted and drought tolerant turf varieties should be considered in an effort to conserve water. Do not place turf in narrow, small, or odd shaped areas that reduce irrigation efficiency. Lawn strips are encouraged to be at least 8 feet wide. Lawn strips on side yards may be reduced to 3 feet.

- Lawns must be a minimum of 5 feet from building foundations on sides exposed to public view.

### LANDSCAPE | FOUNDATION PLANTING CONCEPT



#### IRRIGATION

All landscape areas and park strips are to be irrigated. Implement water efficient landscaping techniques. Utilize matched precipitation rate spray and rotor heads for all lawn areas. Avoid over spray by using the appropriate spray head distances and inspect system frequently. Lines and valves should be placed at a minimum of 5 feet from the foundations. Only hand or drip irrigation should be used within 5 feet of foundations. Shrub and perennial beds should be drip irrigated to more efficiently water planter areas and avoid spraying the house, garden structures, and fencing.

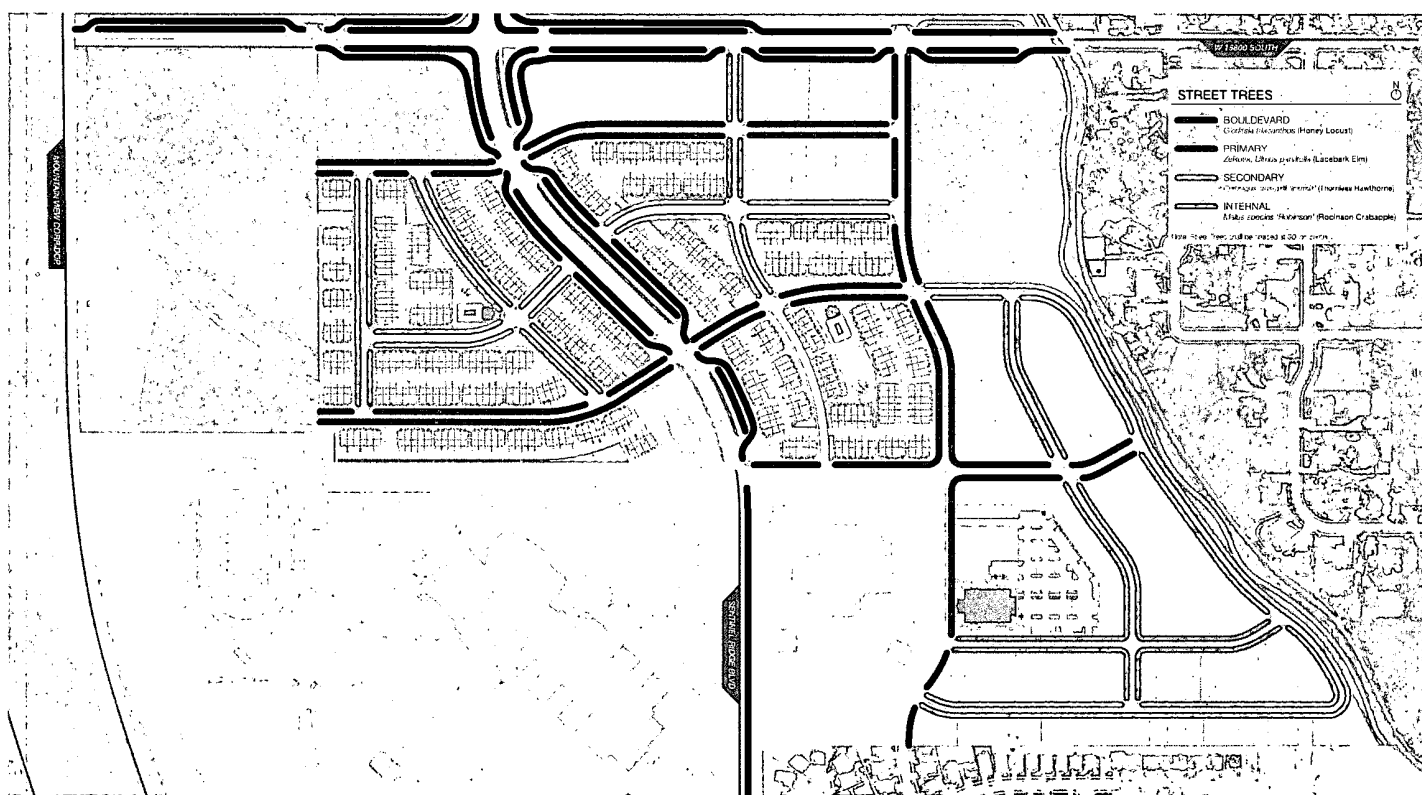


**MOUNTAIN RIDGE | DESIGN GUIDELINES | NEIGHBORHOOD GUIDELINES**

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**DESIGN GUIDELINES | STREET PLANTING GUIDELINES**

MOUNTAIN RIDGE | DESIGN GUIDELINES | STREET PLANTING GUIDELINES



## MOUNTAIN RIDGE | DESIGN GUIDELINES | STREET PLANTING GUIDELINES

### STREETSCAPE PLANS

A successfully designed community is created in a way that provides a sense of overall visual connection and unity. One important way to accomplish this is by choosing common street trees and planting understory varieties that will be incorporated throughout the community.

Plant varieties are assigned based on the hierarchy of the street rights of way and street orientation. Specifically, boulevards will be planted with a single, larger tree species, while streets with a narrower right of way will be planted with a different, smaller type of tree. Plant species used for the understory plantings will also be consistent for a given right of way, with a different species mix used on different street hierarchies.

#### INTENT

- Landscape planting selection should create a specific and distinct identity to each type of street that occurs throughout the community.
- Landscape should enhance safety and comfort. Avoid vegetation that reduces visibility along primary paths and at intersections.
- Landscape should soften the relationship between the road and the residential homes.
- Landscaping should complement the architecture and unify open spaces.

### DESIGN GUIDELINES

#### STREET LANDSCAPES

All streets are encouraged to be planted according to the following list of requirements.

#### PLANTING PREPARATION

Weed barrier fabric is required in all shrub beds.

#### STREET PLANTING REQUIREMENTS

##### BOULEVARD

###### STREET TREES

- *Gladiolus triscantherus* - Heron L. Oak

###### UNDERSTORY PLANTS

- *Pennisetum alpecuroides* 'Hamton' - Dwarf Hameln Fountain Grass
- *Rhus aromatica* 'Gro-Low' - Gro Low Sumac
- Other as approved by ARC

##### PRIMARY

###### STREET TREES

- *Zelkova serrata* 'Green Vase' - Zelkova
- *Ulmus parviflora* - Lacebark Elm

###### UNDERSTORY PLANTS

- Bio Native - Vix from BioGress
- Guara Ingherri - Guara
- Other as approved by ARC

##### SECONDARY

###### STREET TREES

- *Crataegus crus-galli* 'Inornis' - Thornless Cockspur Hawthorn

###### UNDERSTORY PLANT

- *Helictotrichon sempervirens* - Blue Oat Grass
- Bio Native - Vix from BioGress
- Other as approved by ARC

##### INTERNAL

###### STREET TREES

- *Malus species* 'Robinson' - Robinson Crabapple

###### UNDERSTORY PLANTS

- *Helictotrichon sempervirens* - Blue Oat Grass
- Bio Native - Vix from BioGress
- Other as approved by ARC

### IRRIGATION

All landscape areas and park strips are to be irrigated. Implement water efficient landscaping techniques. Utilize matched precipitation rate spray and rotor heads for all lawn areas. Avoid overspray by using the appropriate spray head distances and inspect system frequently. Shrub and perennial beds should be drip irrigated to more efficiently water planter areas.

MOUNTAIN RIDGE | DESIGN GUIDELINES | STREET PLANTING GUIDELINES

STREET TREES  
BOULEVARD



*Gleditsia triacanthos* - Honey Locust

STREET TREES  
PRIMARY



*Zelkova serrata* "Green Vase" - Zelkova



*Ulmus parvifolia* - Lacebark Elm

STREET TREES  
SECONDARY



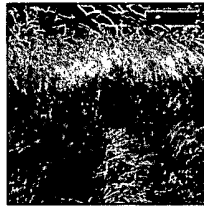
*Crataegus crus-galli* "Inermis" - Thornless Quince Hawthorn

INTERNAL

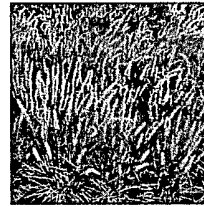


*Malus species* "Robinson" - Robinson Crabapple

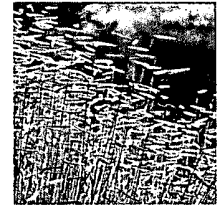
STREETS UNDERSTORY



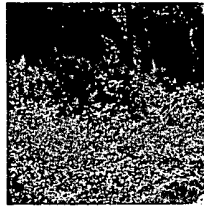
*Nassella tenuissaima* - Mexican Feather Grass



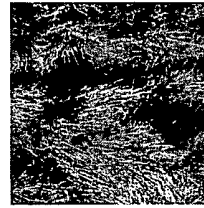
*Pennisetum alopecuroides* "Hameln" - Dwarf Hameln Fountain Grass



*Bouteloua gracilis* "Blonde Ambition" - Blue Camx Grass "Blend Ambition"



*Rhus aromatica* "Gro-low" - Gro Low Sumac



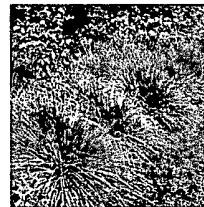
Bio Native - Mix from BioGrass



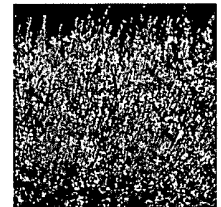
*Mahonia aquifolium* - Oregon Grape



*Miscanthus sinensis* "Purple-ascens" - Flame Miscanthus Grass

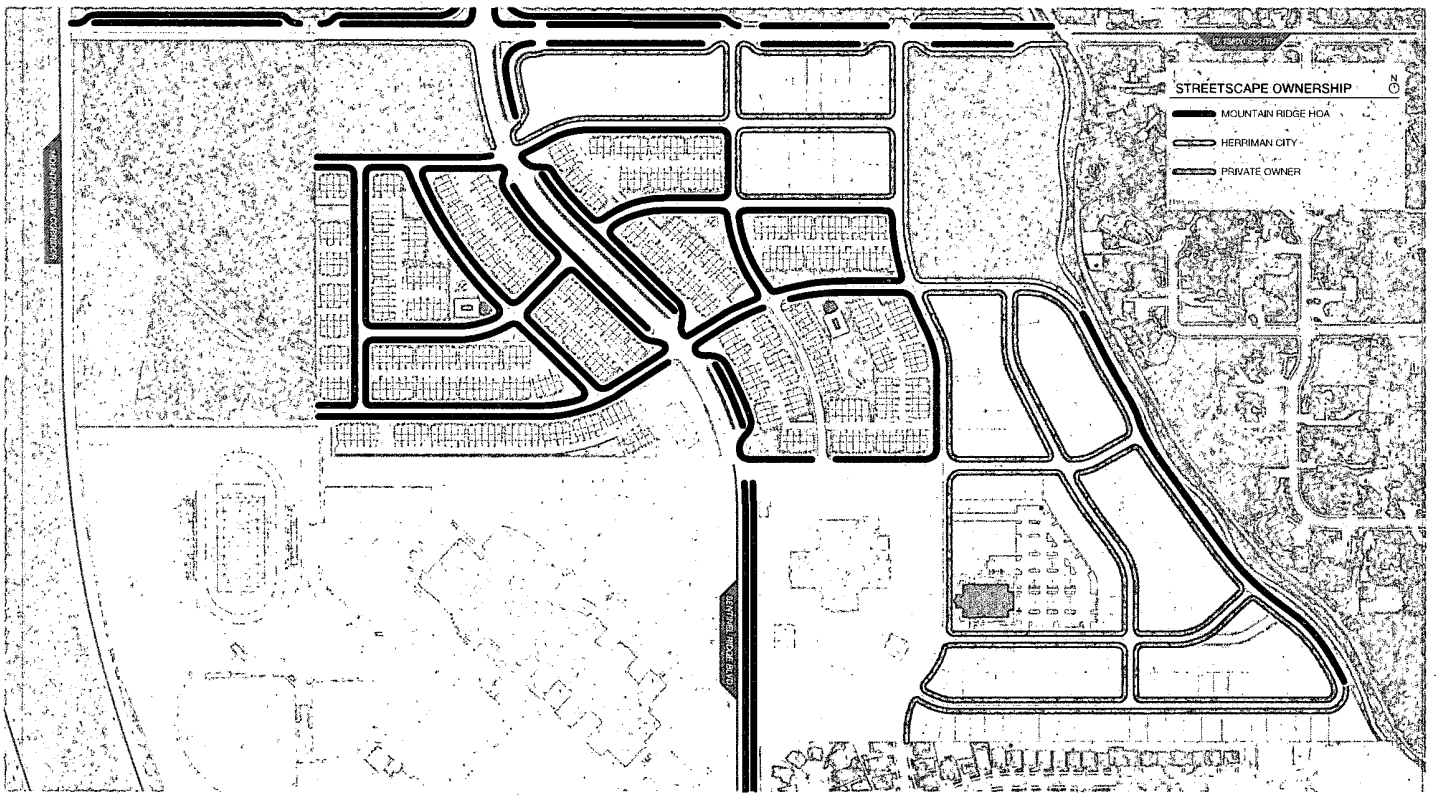


*Holctotrichon serpyllifolium* - Blue Cat Grass



*Guara lindheimeri* - Guara

MOUNTAIN RIDGE | DESIGN GUIDELINES | STREET PLANTING GUIDELINES






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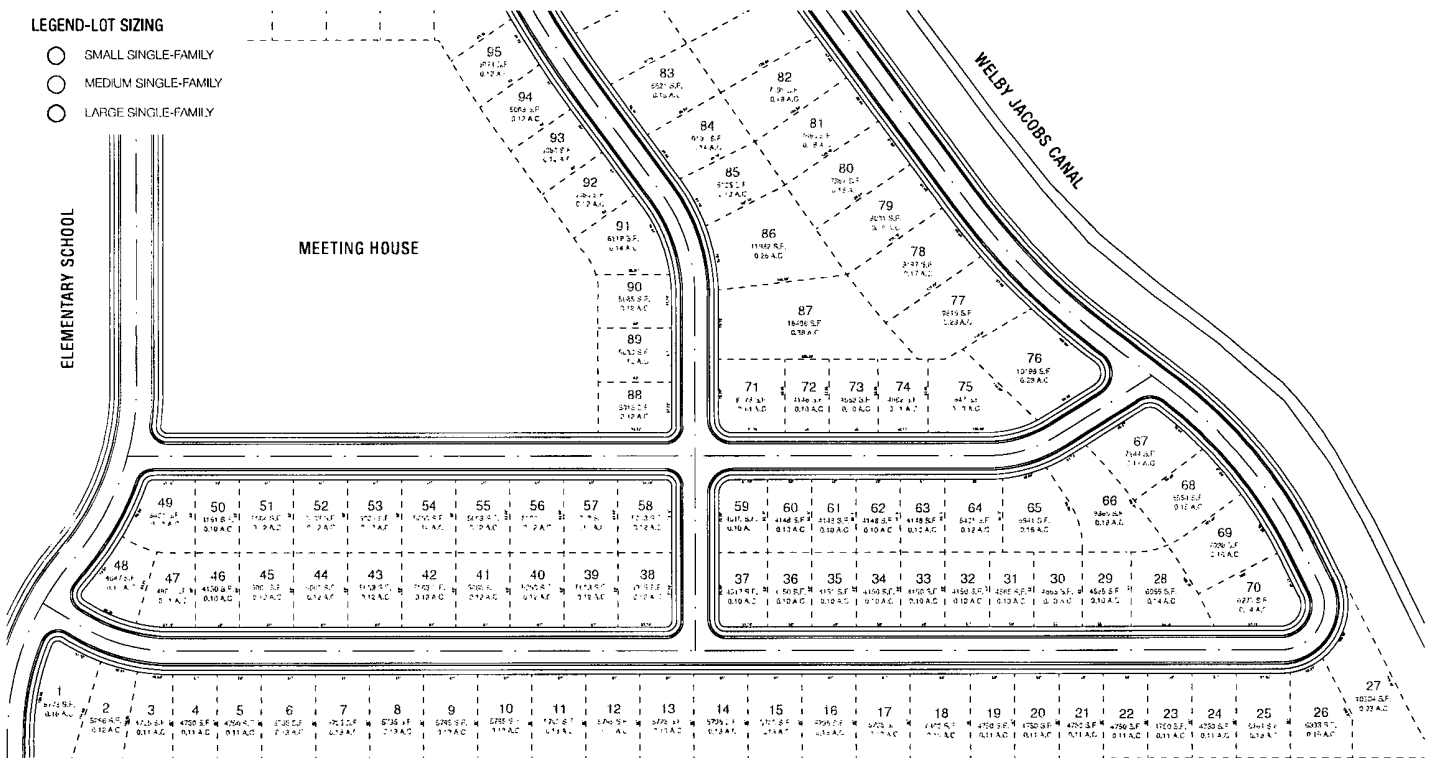
**DESIGN GUIDELINES | LOTTING PLAN**



# MOUNTAIN RIDGE | DESIGN GUIDELINES | LOTTING PLAN

## LEGEND-LOT SIZING

-  SMALL SINGLE-FAMILY
-  MEDIUM SINGLE-FAMILY
-  LARGE SINGLE-FAMILY



**MOUNTAIN RIDGE | DESIGN GUIDELINES | LOTTING PLAN**

**LEGEND-LOT SIZING**

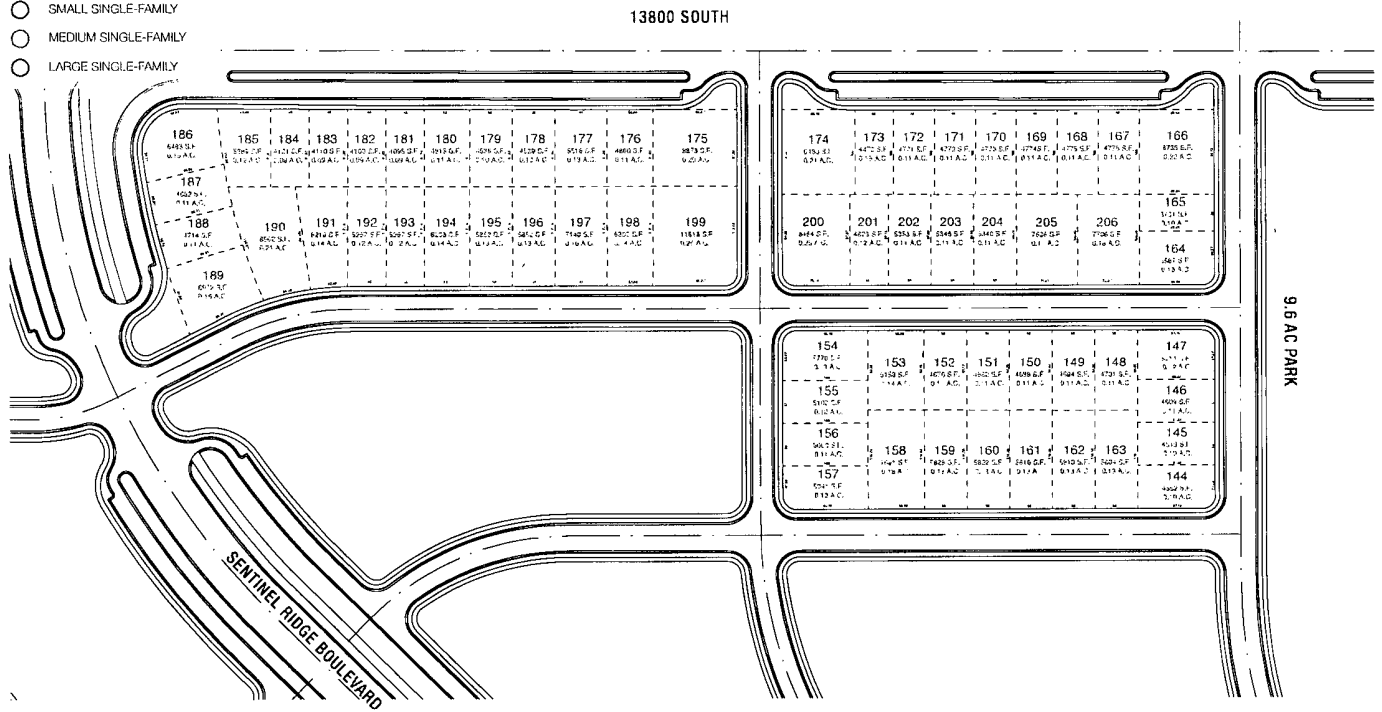
- SMALL SINGLE-FAMILY
- MEDIUM SINGLE-FAMILY
- LARGE SINGLE-FAMILY



# MOUNTAIN RIDGE | DESIGN GUIDELINES | LOTTING PLAN

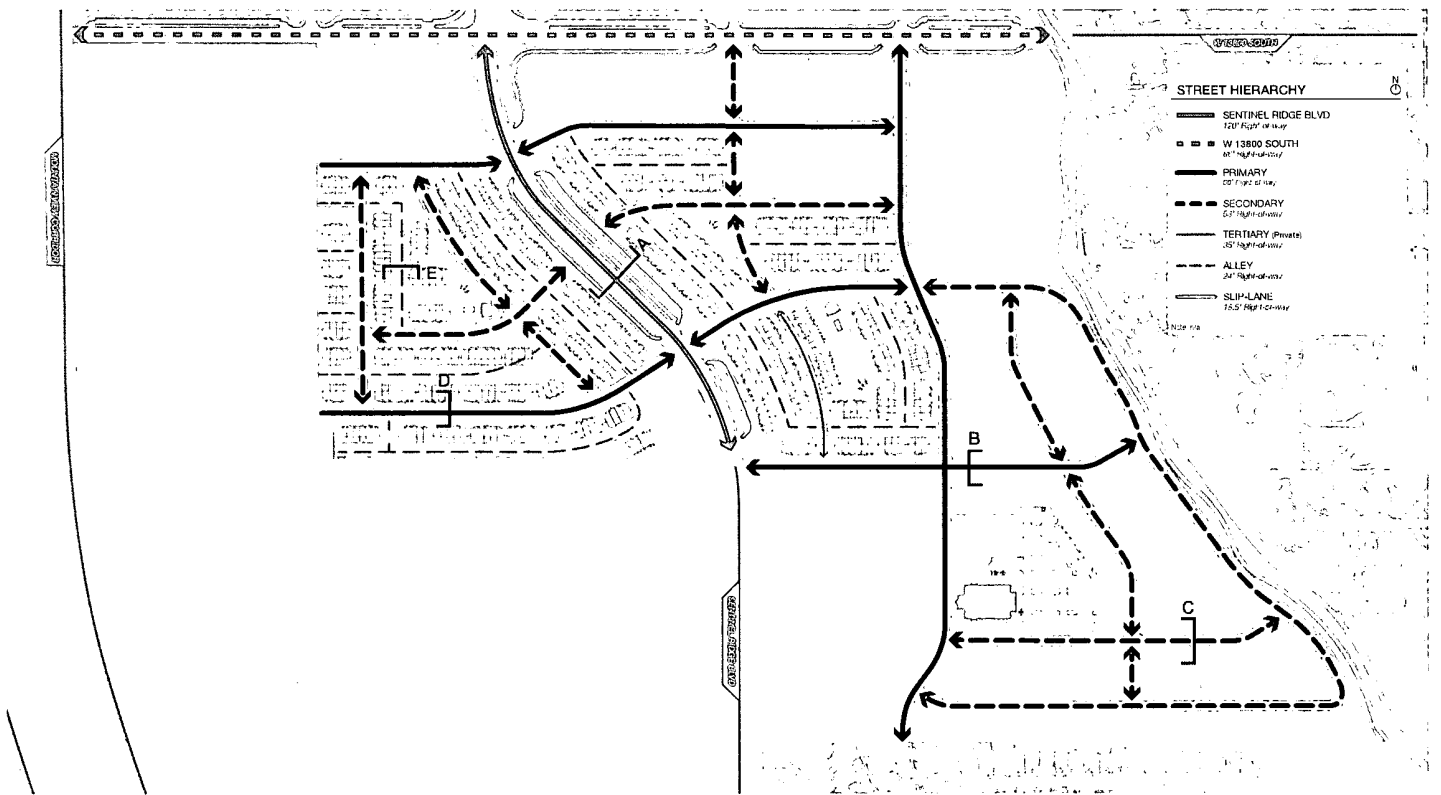
## LEGEND-LOT SIZING

- SMALL SINGLE-FAMILY
- MEDIUM SINGLE-FAMILY
- LARGE SINGLE-FAMILY

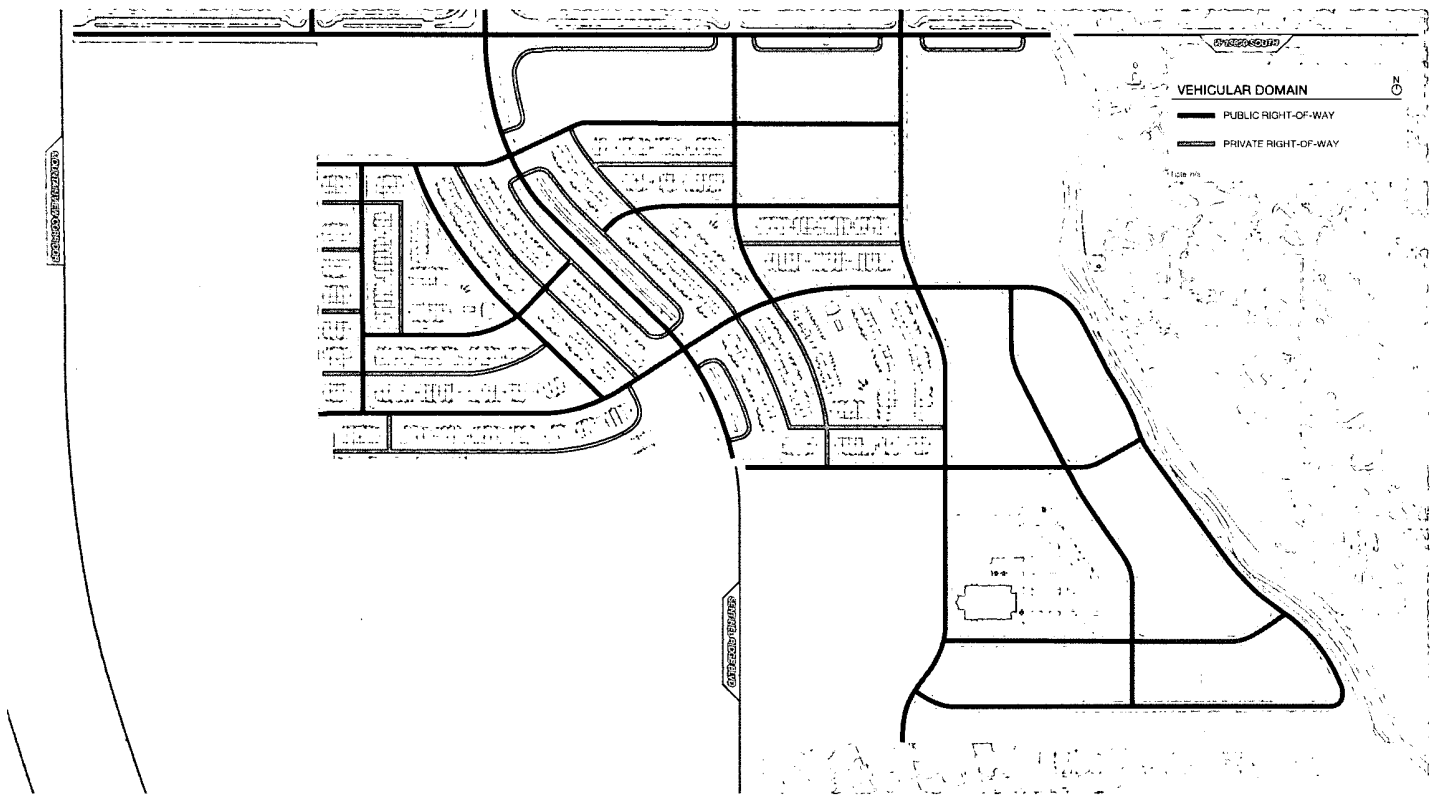


**DESIGN GUIDELINES | VEHICULAR PLAN**

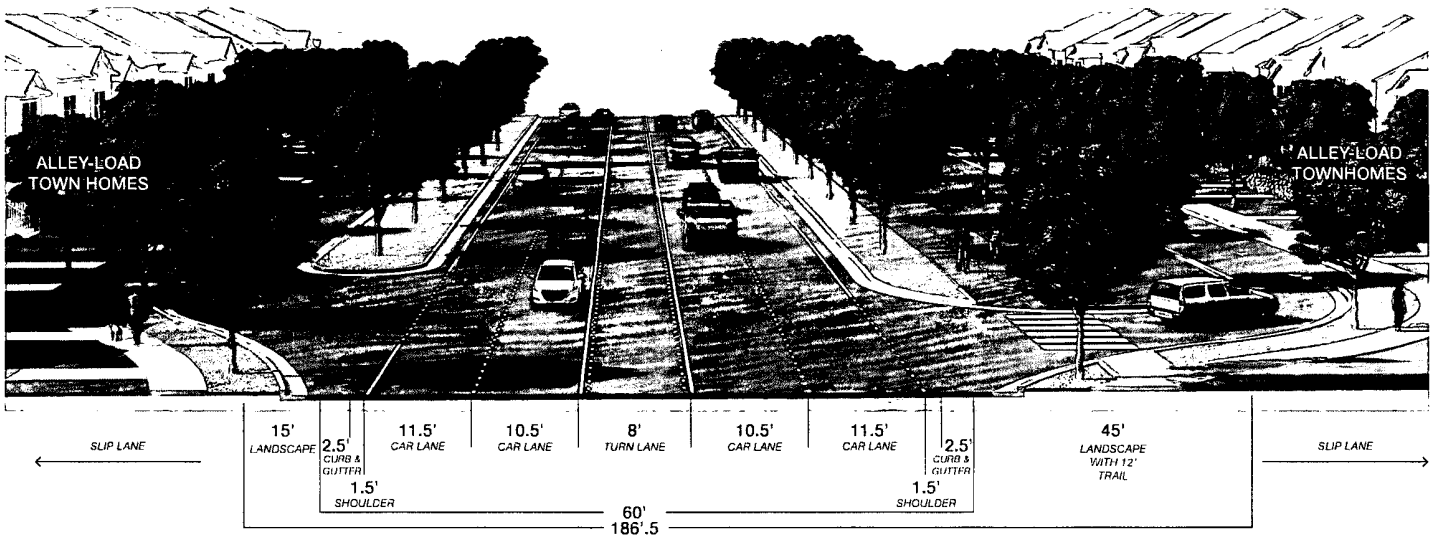
MOUNTAIN RIDGE I DESIGN GUIDELINES | VEHICULAR PLAN



MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN



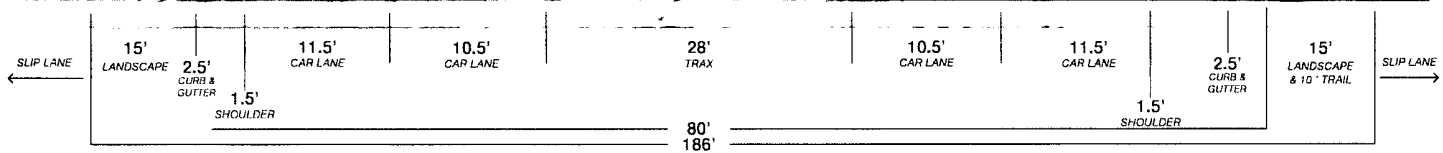
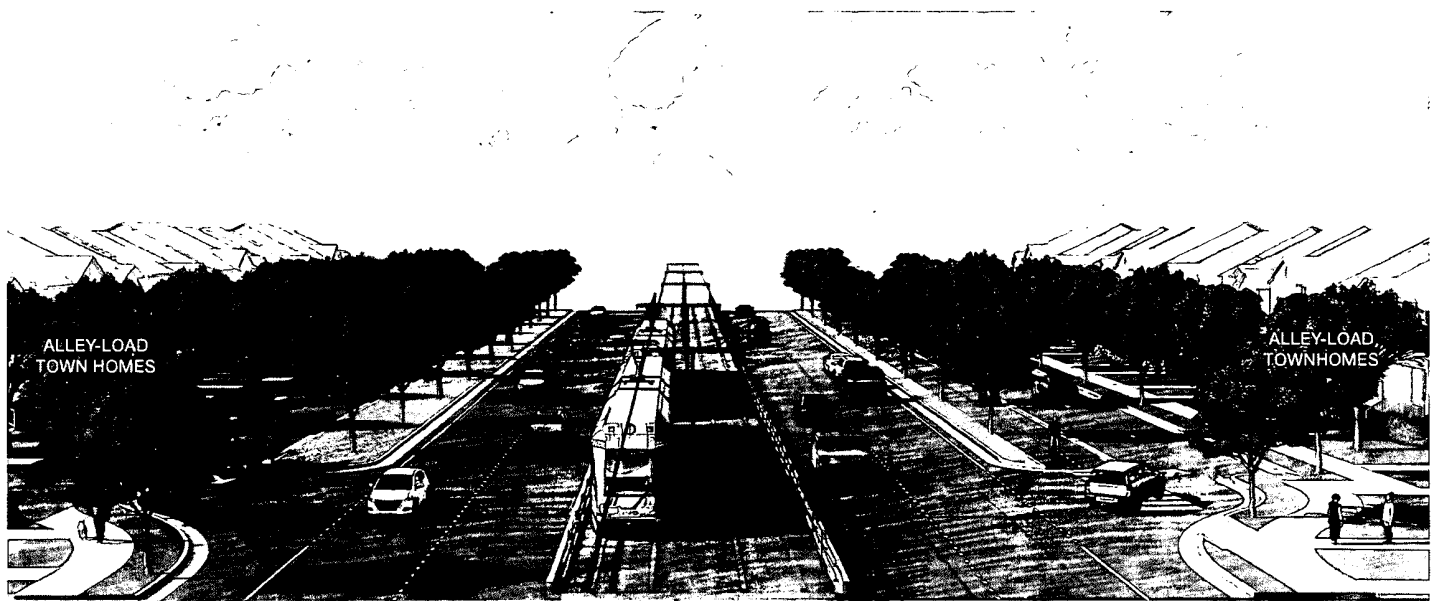
MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN



SECTION A: SENTINEL RIDGE BLVD (WITHOUT TRAX) - 120' RIGHT OF WAY

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY

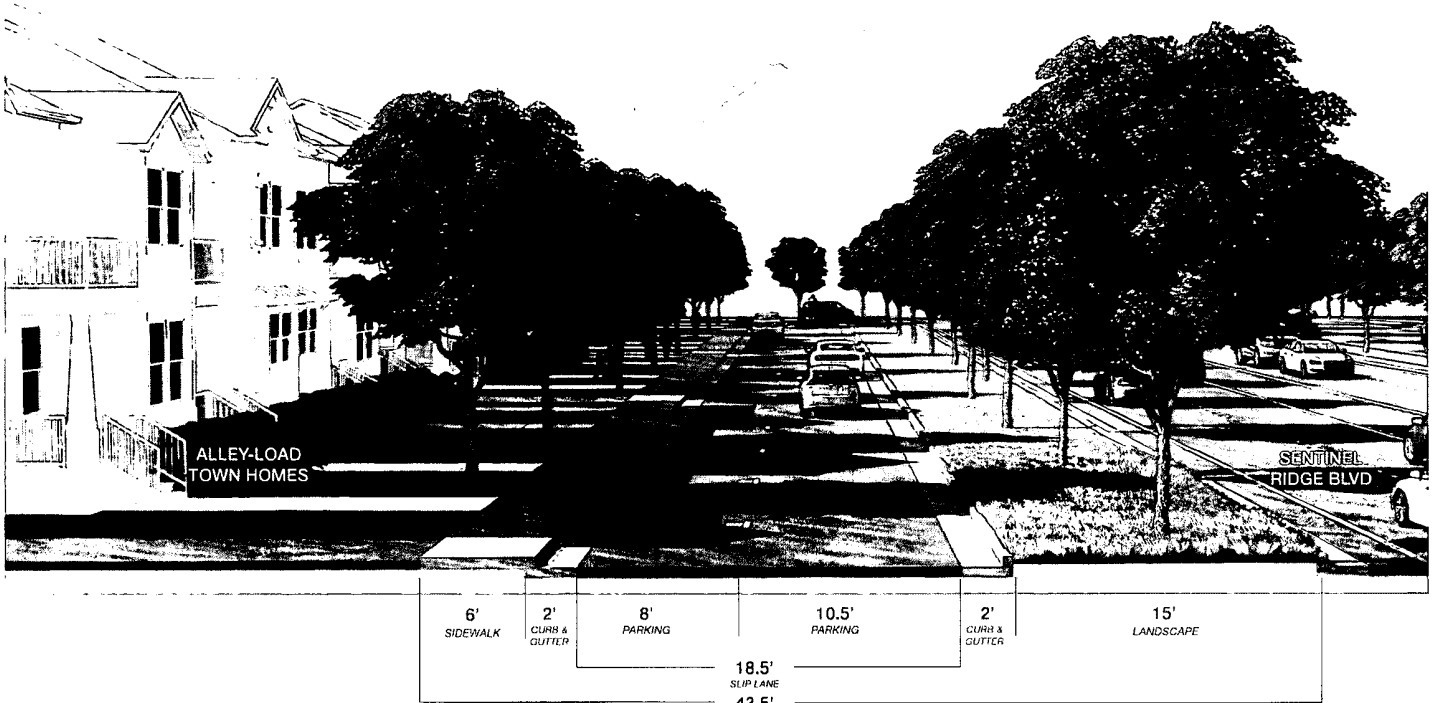
MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN



SECTION A: SENTINEL RIDGE BLVD (WITH TRAX) - 120' RIGHT OF WAY



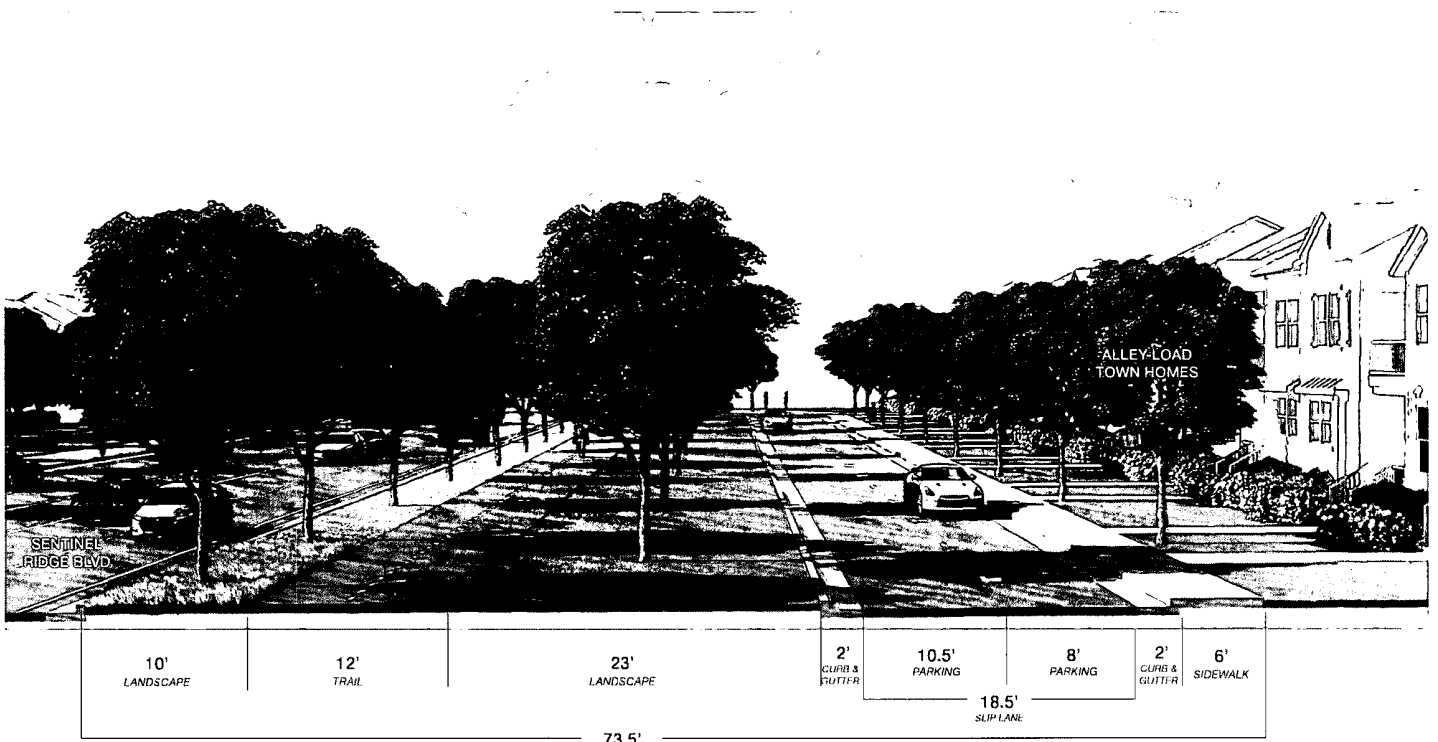
MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN



SECTION A: SENTINEL RIDGE BLVD (WITHOUT TRAX) - WEST SIDE SLIP LANE

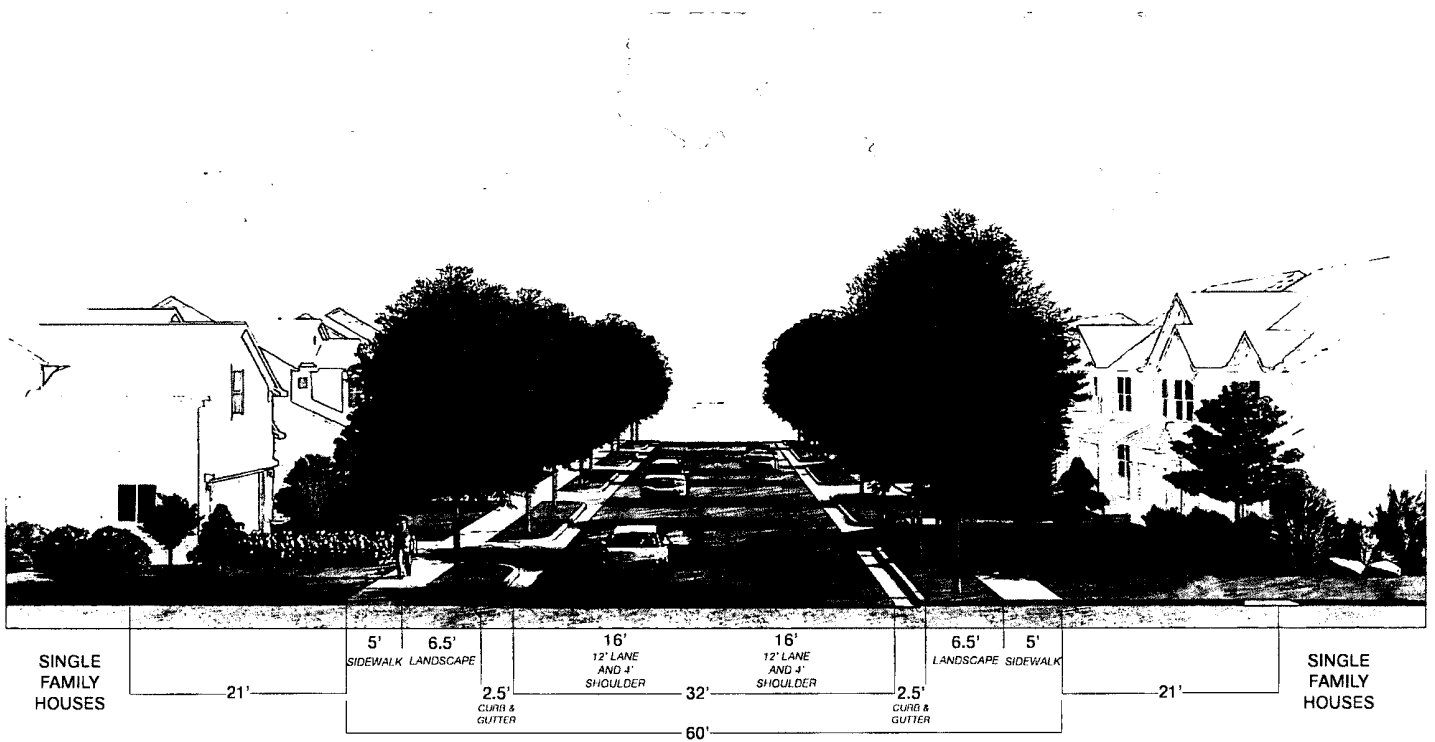
NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY

MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN



SECTION A: SENTINEL RIDGE BLVD (WITHOUT TRAX)- EAST SIDE SLIP LANE

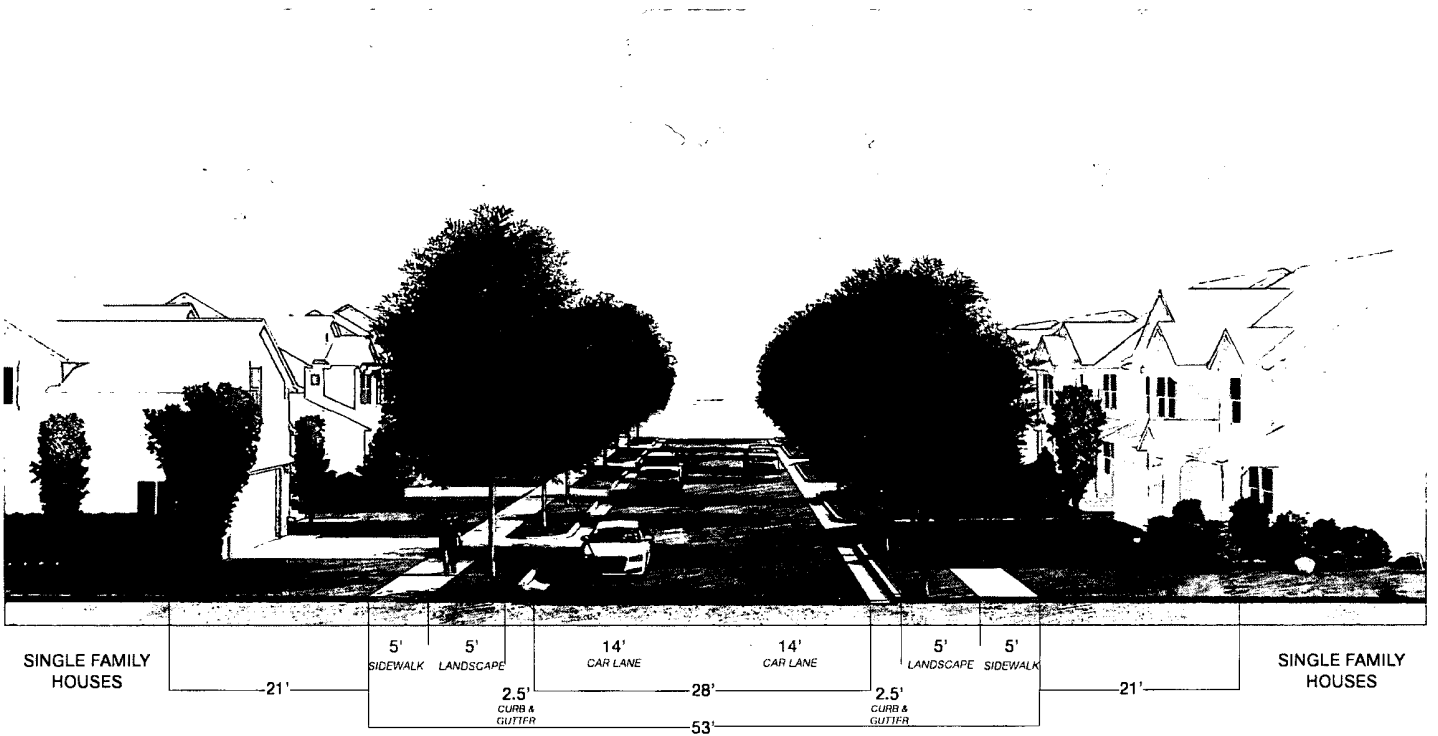
**MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN**



**SECTION B: PRIMARY LOCAL - 60' RIGHT OF WAY**

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY

MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN



SECTION C: SECONDARY LOCAL - 53' RIGHT OF WAY

MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN



SECTION D: SECONDARY LOCAL - 53' RIGHT OF WAY

NOTE: ALL GRAPHICS SHOWN ARE CONCEPTUAL ONLY

MOUNTAIN RIDGE | DESIGN GUIDELINES | VEHICULAR PLAN



SECTION E: ALLEY - 24' WIDTH

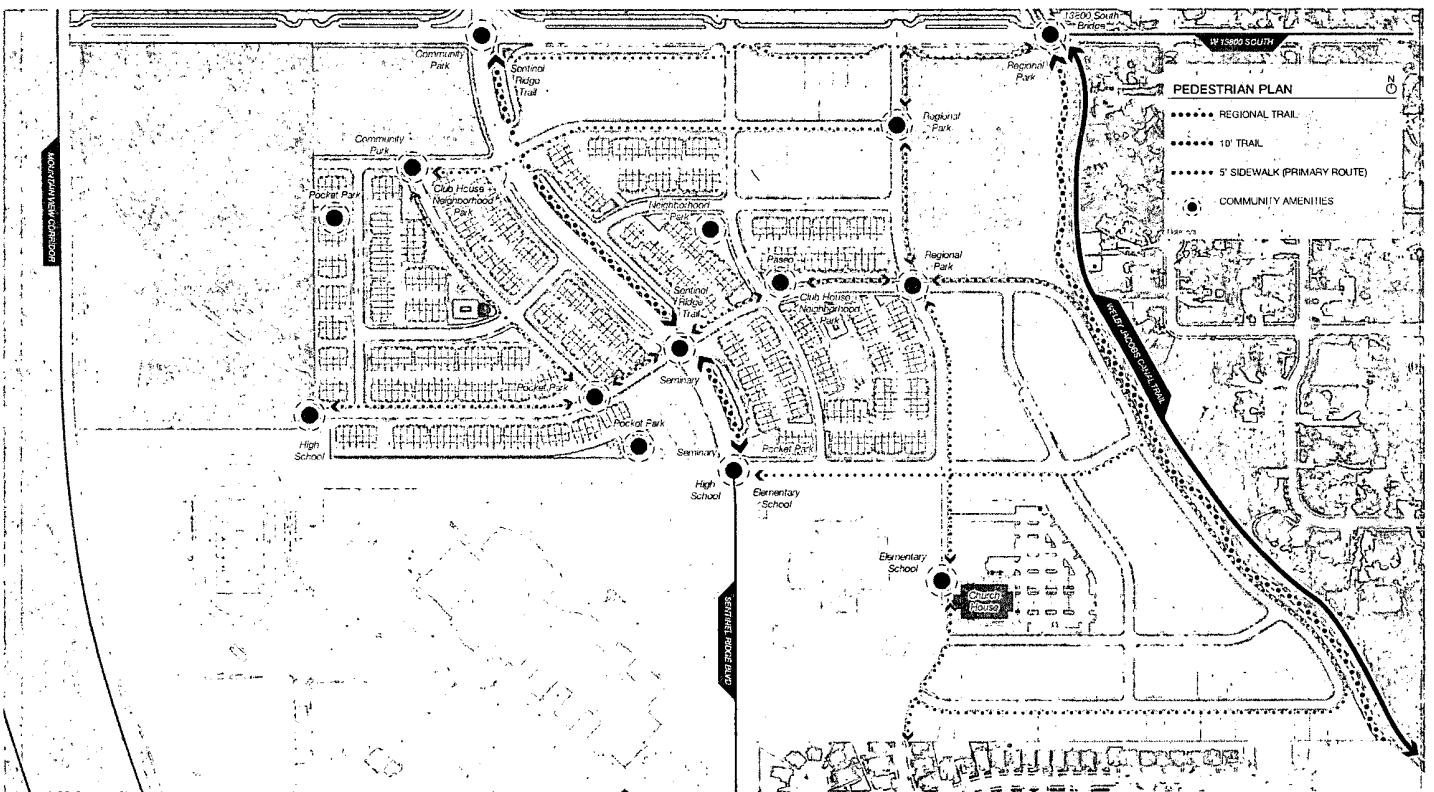
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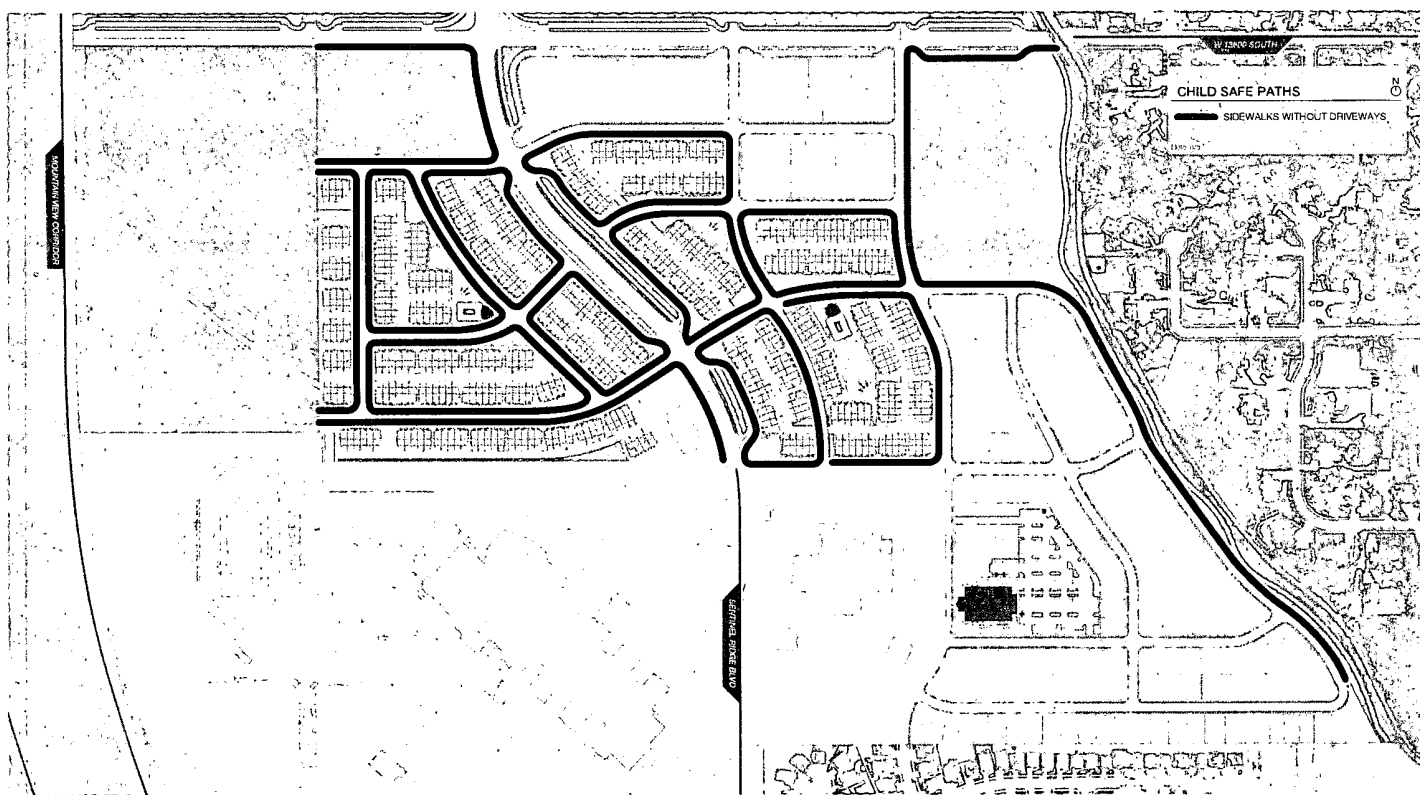
**DESIGN GUIDELINES | PEDESTRIAN PLAN**



MOUNTAIN RIDGE | DESIGN GUIDELINES | PEDESTRIAN PLAN



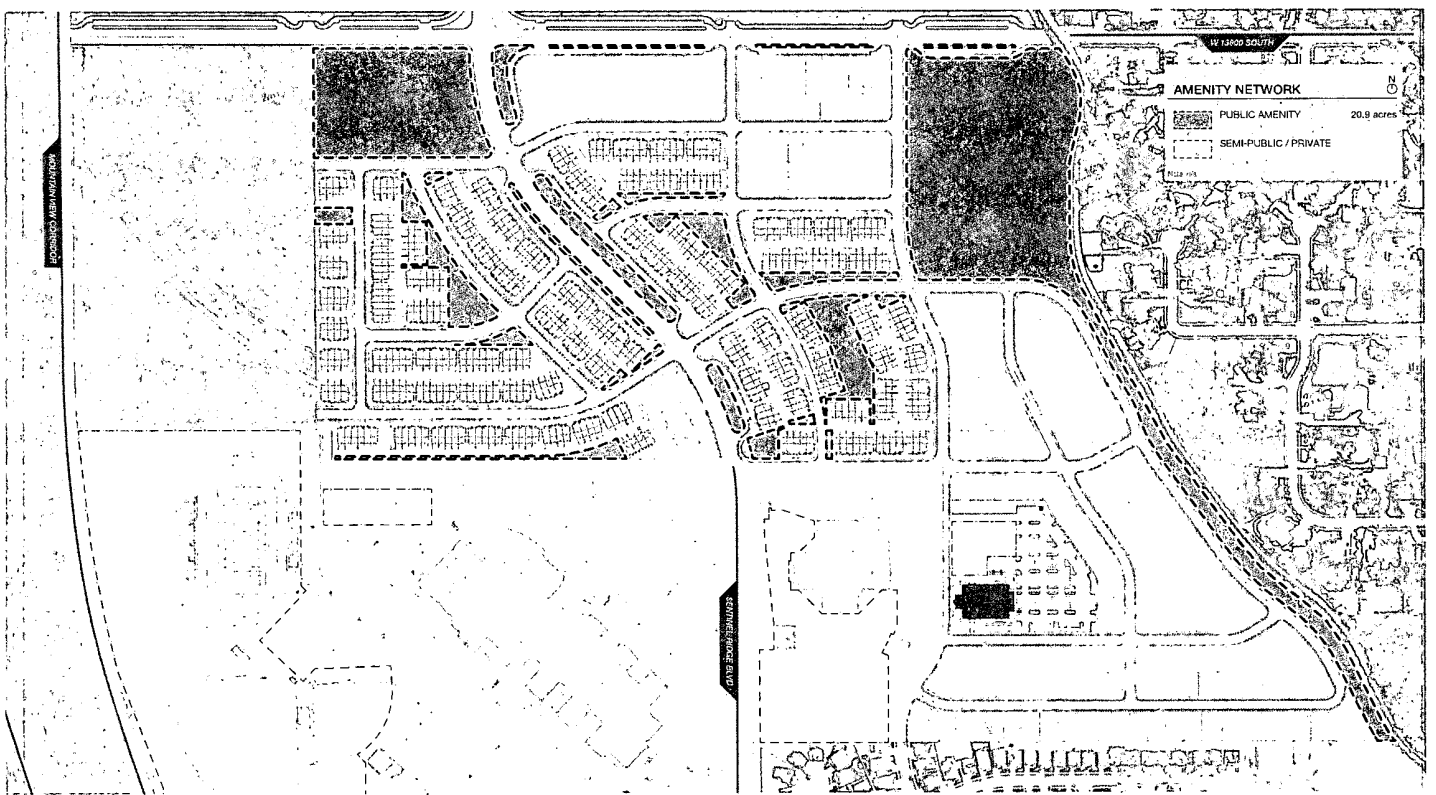
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**DESIGN GUIDELINES | AMENITY NETWORK**

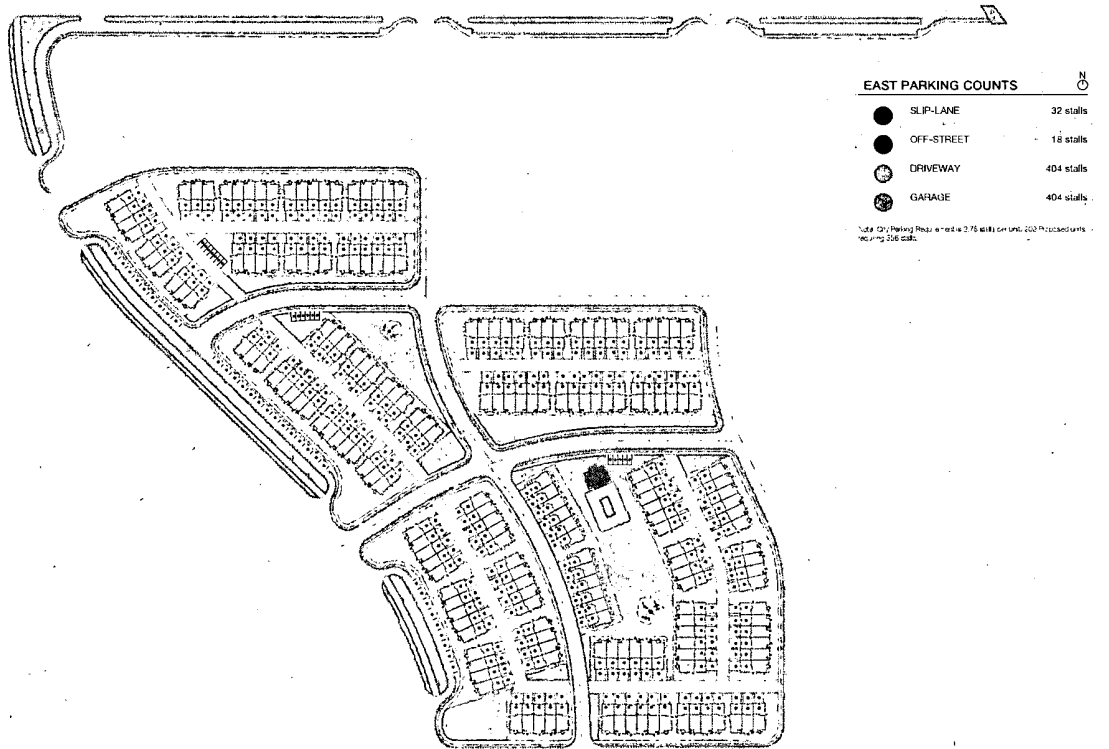
MOUNTAIN RIDGE | DESIGN GUIDELINES | AMENITY NETWORK



**DESIGN GUIDELINES | PARKING COUNTS**



MOUNTAIN RIDGE | DESIGN GUIDELINES | PARKING COUNTS





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END OF DOCUMENT

Exhibit "F-1, F-2, and F-3"  
Form Reimbursement Agreements

## EXHIBIT F-1

### REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Reimbursement Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Herriman City, a Utah municipality (“City”), and Edge Homes Utah, LLC, a Utah limited liability company (“Developer”) with respect to the Project (defined below) (the City and Developer are collectively, the “Parties”).

#### RECITALS:

A. Developer is the owner and developer of a master planned project commonly known as “*Mountain Ridge*” a portion of which is located in Herriman City (the “Project”).

B. The Project is subject to, and governed by, that certain Master Development Agreement for Mountain Ridge dated \_\_\_\_\_ (the “MDA”) between the Parties.

C. As part of the development, Developer will convey certain parcels of real property (“Real Property”) that are in the City to the City. The Real Property is more particularly described on Exhibit A attached hereto. In addition, Developer will install or caused to be installed certain transportation infrastructure improvements shown and described in Exhibit B attached hereto (the “Improvements”) upon the Real Property. The roadway width for project improvements would be sixty feet (60’) wide, but at the City’s request, Developer will upsize and increase the width of the roadway (as a “system improvement” enhancement) (the “Upsized Roadway”). For purposes of this Agreement the Upsized Roadway includes the land value, road base, and asphalt for that portion of the roadway exceeding 60-feet in width. The Upsized Roadway is included in the definition of “Improvements” herein. The City will not reimburse the Developer for the 60-foot wide portion of the Real Property, but the City will reimburse the Developer for the Improvements attributable and located in the City (including, without limitation, the Upsized Roadway) because such portions constitutes “system improvements” that qualify for reimbursement from the City as provided herein.

#### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Real Property.** The Developer hereby represents and warrants to the City that it is or will be the fee owner of the Real Property and that the Developer will convey the Real Property to the City by special warranty deed at such time as determined by the City free and clear of all liens and encumbrances including pro-rated property taxes, delinquent property taxes, and any green belt roll back taxes.

Section 2. **Improvements.** The Developer hereby represents and warrants to the City that it is or will be the owner of the Improvements and that the Developer shall convey the

Improvements to the City by executing and delivering to the City a bill of sale warranting title to the Improvements that they are free and clear of all liens and encumbrances.

Section 3. **Condition of Improvements.** The Developer has caused the installation/construction of the Improvements (the "Work") to be completed at Developer's sole cost and expense by qualified licensed contractors acceptable to the City pursuant to City standard plans and specifications. Prior to City's acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory to the City that all labor, materials, equipment, rental, and other costs incurred in performing the Improvements have been paid in full, that the City will receive the Improvements free and clear of all liens and encumbrances and any claims that may ripen into a lien, and that the Work has been performed pursuant to City standards.

Section 4. **Indemnification and Warranty.** To the fullest extent allowed by law, the Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to the Developer's acts or omissions in connection with the design, fabrication, construction, installation, operation, maintenance, or testing of the Improvements for a period of one (1) year after acceptance of the Improvements by the City. After said one (1) year period expires, Developer's indemnify, defense and hold-harmless obligations hereunder (pertaining to the Improvements) shall automatically expire. If any claim is made against the City to which the City's claims right of indemnification from the Developer, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and the Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, the Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement. In addition, the Developer, warrants, and certifies to the City that all work performed, and materials used in connection with the Improvements are free and clear of any defects related to the design, construction, and installation of the Improvements. The warranty set forth in this section shall be in effect for one year from the date on which the City accepts conveyance of the Improvements. The Developer shall indemnify and hold the City harmless for breach of any warranties hereunder.

Section 5. **Reimbursement.** The Improvements (as defined in Recital "C" above) are system improvements as that term is defined by the City and Utah Code Ann. § 11-36-101, *et seq.* and are subject to reimbursement. Provided the Improvements are constructed/installed pursuant to City standards and specification and acceptable to City then as full and complete reimbursement of the cost of the Improvements, which include but is not limited to any engineering and design work related thereto, the City will pay to the Developer one hundred percent (100%) of the verifiable cost incurred by the Developer for the Improvements using the transportation impact fees generated and collected from within the area identified on Exhibit "C" or other funds available to the City. For purposes of paying Developer the "land value" of the Upsized Roadway, the amount to be paid to Developer shall be equal to Developer's acquisition cost of such land. All reimbursement amounts so collected shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees are received by the City. If the impact fees within the area identified on Exhibit "C" are not

sufficient to fully reimburse Developer hereunder, the City shall use other City funds to fulfill the reimbursement obligations hereunder.

Section 6. **Offset Rights.** The Developer agrees that, in addition to any other rights and remedies available under this Reimbursement Agreement, at law, or in equity, the City may set off against any payments otherwise due and owing to the Developer under Section 6 of this Reimbursement Agreement any amount that the City may be entitled pursuant to indemnification under Section 4 of this Reimbursement Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of the City's indemnifications pursuant to Section 4 of this Reimbursement Agreement.

Section 7. **Impact Fees.** The Developer acknowledges and agrees that development of the Project was subject to certain impact fees imposed by the City. Developer acknowledges and agrees and as an essential element of consideration for the Reimbursement Agreement, that the impact fees imposed on the Developer by the City meet all requirements of law including but not limited to Utah Code Ann § 11-36a-101, *et seq.*, is valid and binding, and does not violate any constitutional provisions; provided, however, if such impact fees are actually paid to the City and not refunded to the payer, such impact fees will be used to reimburse Developer.

Section 8. **Miscellaneous Provisions.**

(a) **Binding Agreement.** This Reimbursement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

(b) **Captions.** The headings used in this Reimbursement Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Reimbursement Agreement or the intent hereof.

(c) **Counterparts.** This Reimbursement Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Reimbursement Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Reimbursement Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Reimbursement Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) **Amendment.** This Reimbursement Agreement may not be modified except by an instrument in writing signed by the Parties.

(h) Interpretation. This Reimbursement Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah. This Reimbursement Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the “drafter” of this Reimbursement Agreement. In the event of any conflict or inconsistency between the terms of this Reimbursement Agreement, on the one hand, and the terms of the MDA, on the other hand, the terms of the MDA shall govern.

(i) *Notice.* All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

Edge Homes Utah, LLC  
Att: Steve Maddox  
13702 South 200 West, Suite B12  
Draper, UT 84020

Herriman City  
Att: Blake Thomas  
5355 West Herriman Main Street  
Herriman, UT 84096

(j) *Time of Essence.* Time is the essence of this Reimbursement Agreement.

(k) *Assignment.* The Developer may not assign its rights, or delegate its duties, hereunder without the City’s prior written consent. The City may freely assign its rights and delegate its duties under this Reimbursement Agreement, whereupon the assignee shall succeed to, and the City shall be correspondingly released from, all of the City’s rights, duties, and liabilities hereunder.

(l) *Exhibits and Recitals.* The recitals set forth above and all exhibits to this Reimbursement Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Reimbursement Agreement.

(m) *Defined Terms.* Unless otherwise defined herein, capitalized terms used in this Reimbursement Agreement shall have the meanings attributed to such terms in the Master Development Agreement.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

**HERRIMAN**

By \_\_\_\_\_  
**Brett geo Wood, City Manager**

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom, City Recorder**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **Brett geo. Wood** and **Jackie Nostrom**, as the City Manager and City Recorder, respectively, of **HERRIMAN**, a Utah municipality.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

The real property located in Salt Lake County, Utah described as follows:

**EXHIBIT B**  
**IMPROVEMENTS**  
(that will be reimbursed)

**Portion of 13800 South within the City boundaries specifically including signs, curb and gutter and excluding land value, sidewalk, street lighting, and other park strip improvements.**

**EXHIBIT C**  
**MAP OF IMPACT FEE COLLECTION AREA**

**EXHIBIT D**  
**REIMBURSEMENT AMOUNTS/COSTS**

## EXHIBIT F-2

### REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Reimbursement Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Herriman City, a Utah municipality (“City”), and Edge Homes Utah, LLC, a Utah limited liability company (“Developer”) with respect to the Project (defined below) (the City and Developer are collectively, the “Parties”).

#### RECITALS:

A. Developer is the owner and developer of a master planned project commonly known as “*Mountain Ridge*” a portion of which is located in Herriman City (the “Project”).

B. The Project is subject to, and governed by, that certain Master Development Agreement for Mountain Ridge dated \_\_\_\_\_ (the “MDA”) between the Parties.

C. As part of the development, Developer will convey certain parcels of real property (“Real Property”) to City. The Real Property is more particularly described on Exhibit A attached hereto. In addition, Developer will install or caused to be installed certain park infrastructure improvements shown and described in Exhibit B attached hereto (the “Improvements”). The City will not reimburse the Developer for the Real Property, but the City will reimburse the Developer for a portion of the Improvements because such portion constitutes “system improvements” that qualify for reimbursement from the City as provided herein.

#### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Real Property.** The Developer hereby represents and warrants to the City that it is or will be the fee owner of the Real Property and that the Developer will convey the Real Property to the City by special warranty deed when the subdivision plats that includes the Real Property or are adjacent to the Real Property (as determined by the City) are recorded free and clear of all liens and encumbrances including pro-rated property taxes, delinquent property taxes, and any green belt roll back taxes.

Section 2. **Improvements.** The Developer hereby represents and warrants to the City that it is or will be the owner of the Improvements and that the Developer shall convey the Improvements to the City by executing and delivering to the City a bill of sale warranting title to the Improvements that they are free and clear of all liens and encumbrances.

Section 3. **Condition of Improvements.** The Developer has caused the installation/construction of the Improvements (the “Work”) to be completed at Developer’s sole cost and

expense by qualified licensed contractors acceptable to the City pursuant to City standard plans and specifications and City designs. Prior to City's acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory to the City that all labor, materials, equipment, rental, and other costs incurred in performing the Improvements have been paid in full, that the City will receive the Improvements free and clear of all liens and encumbrances and any claims that may ripen into a lien, and that the Work has been performed pursuant to City standards.

**Section 4. Indemnification and Warranty.** To the fullest extent allowed by law, the Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to the Developer's acts or omissions in connection with the design, fabrication, construction, installation, operation, maintenance, or testing of the Improvements for a period of one (1) year after acceptance of the Improvements by the City. After said one (1) year period expires, Developer's indemnify, defense and hold-harmless obligations hereunder (pertaining to the Improvements) shall automatically expire. If any claim is made against the City to which the City's claims right of indemnification from the Developer, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and the Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, the Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement. In addition, the Developer, warrants, and certifies to the City that all work performed, and materials used in connection with the Improvements are free and clear of any defects related to the design, construction, and installation of the Improvements. The warranty set forth in this section shall be in effect for one year from the date on which the City accepts conveyance of the Improvements. The Developer shall indemnify and hold the City harmless for breach of any warranties hereunder.

**Section 5. Reimbursement.** The Improvements identified as subject to reimbursement on Exhibit B are system improvements as that term is defined by the City and Utah Code Ann. § 11-36-101, *et seq.* and are subject to reimbursement ("Reimbursable Improvements"). Provided the Reimbursable Improvements are (i) construction by a qualified licensed contractors acceptable to the City, (ii) constructed pursuant to City standards and specifications, and (iii) is approved and accepted by the City then as full and complete reimbursement of the cost of the Reimbursable Improvements, the City will pay to the Developer one hundred percent (100%) of the verifiable cost incurred by the Developer for the Improvements using the park impact fees generated and collected from within the area identified on Exhibit "C." All reimbursement amounts so collected shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees are received by the City. If the impact fees within the area identified on Exhibit "C" are not sufficient to fully reimburse Developer hereunder, the City shall use other City funds to fulfill the reimbursement obligations hereunder.

**Section 6. Offset Rights.** The Developer agrees that, in addition to any other rights and remedies available under this Reimbursement Agreement, at law, or in equity, the City may set off against any payments otherwise due and owing to the Developer under Section 6 of this Reimbursement Agreement any amount that the City may be entitled pursuant to indemnification



under Section 4 of this Reimbursement Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of the City's indemnifications pursuant to Section 4 of this Reimbursement Agreement.

Section 7. **Impact Fees.** The Developer acknowledges and agrees that development of the Project was subject to certain impact fees imposed by the City. Developer acknowledges and agrees and as an essential element of consideration for the Reimbursement Agreement, that the impact fees imposed on the Developer by the City meet all requirements of law including but not limited to Utah Code Ann § 11-36a-101, *et seq.*, is valid and binding, and does not violate any constitutional provisions; provided, however, if such impact fees are actually paid to the City and not refunded to the payer, such impact fees will be used to reimburse Developer.

Section 8. **Miscellaneous Provisions.**

(a) **Binding Agreement.** This Reimbursement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

(b) **Captions.** The headings used in this Reimbursement Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Reimbursement Agreement or the intent hereof.

(c) **Counterparts.** This Reimbursement Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Reimbursement Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Reimbursement Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Reimbursement Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) **Amendment.** This Reimbursement Agreement may not be modified except by an instrument in writing signed by the Parties.

(h) **Interpretation.** This Reimbursement Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah. This Reimbursement Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the "drafter" of this Reimbursement Agreement. In the event of any conflict or inconsistency between the terms of this Reimbursement Agreement, on the one hand, and the terms of the MDA, on the other hand, the terms of the MDA shall govern.

(i) *Notice.* All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

Edge Homes Utah, LLC  
Att: Steve Maddox  
13702 South 200 West, Suite B12  
Draper, UT 84020

Herriman City  
Att: Blake Thomas  
5355 West Herriman Main Street  
Herriman, UT 84096

(j) *Time of Essence.* Time is the essence of this Reimbursement Agreement.

(k) *Assignment.* The Developer may not assign its rights, or delegate its duties, hereunder without the City's prior written consent. The City may freely assign its rights and delegate its duties under this Reimbursement Agreement, whereupon the assignee shall succeed to, and the City shall be correspondingly released from, all of the City's rights, duties, and liabilities hereunder.

(l) *Exhibits and Recitals.* The recitals set forth above and all exhibits to this Reimbursement Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Reimbursement Agreement.

(m) *Defined Terms.* Unless otherwise defined herein, capitalized terms used in this Reimbursement Agreement shall have the meanings attributed to such terms in the Master Development Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

**HERRIMAN**

By \_\_\_\_\_  
**Brett geo Wood, City Manager**

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**Jackie Nostrom, City Recorder**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **Brett geo. Wood** and **Jackie Nostrom**, as the City Manager and City Recorder, respectively, of **HERRIMAN**, a Utah municipality.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

The real property located in Salt Lake County, Utah described as follows:

**EXHIBIT B**  
**IMPROVEMENTS**  
(that will be reimbursed)

**EXHIBIT C**  
**MAP OF IMPACT FEE COLLECTION AREA**

**EXHIBIT D**  
**REIMBURSEMENT AMOUNTS/COSTS**



## EXHIBIT F-3

### REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Reimbursement Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Herriman City, a Utah municipality (“City”), and Edge Homes Utah, LLC, a Utah limited liability company (“Developer”) with respect to the Project (defined below) (the City and Developer collectively, the “Parties”).

#### RECITALS:

A. Developer is the owner and developer of a master planned project commonly known as “*Mountain Ridge*” a portion of which is located in Herriman City (the “Project”).

B. The Project is subject to, and governed by, that certain Master Development Agreement for Mountain Ridge dated \_\_\_\_\_ (the “MDA”) between the Parties.

C. Prior to any building permits being issued for any new Residential Dwelling Units in the Project the Developer will dedicate or grant the City in a form acceptable to the City an easement (“Easement”) along the eastern edge of the Project as contemplated in the MDA. The Developer will install/construct or caused to be installed/constructed certain storm drain infrastructure improvements as contemplated in the MDA (the “Improvements”). The City will not reimburse the Developer for the Easement (i.e., land value), but the City will reimburse the Developer for the Improvements because they constitute “system improvements” that qualify for reimbursement from the City as provided herein.

#### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Easement.** The Developer hereby represents and warrants to the City that it is or will be the fee owner of the real property associated with the Easement and that it will dedicate or grant the City without consideration the Easement as contemplated in the MDA.

Section 2. **Improvements.** The Developer hereby represents and warrants to the City that it is or will be the owner of the Improvements and that the Developer shall convey the Improvements to the City by executing and delivering to the City a bill of sale warranting title to the Improvements that they are free and clear of all liens and encumbrances as contemplated in the MDA.

Section 3. **Condition of Improvements.** The Developer has caused the installation/construction of the Improvements (the “Work”) to be completed at Developer’s sole cost and expense by qualified licensed contractors acceptable to the City pursuant to City standard plans and specifications and City designs. Prior to City’s acceptance of ownership of the Improvements,

Developer shall provide evidence satisfactory to the City that all labor, materials, equipment, rental, and other costs incurred in performing the Improvements have been paid in full, that the City will receive the Improvements free and clear of all liens and encumbrances and any claims that may ripen into a lien, and that the Work has been performed pursuant to City standards.

**Section 4. Indemnification and Warranty.** To the fullest extent allowed by law, the Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to the Developer's acts or omissions in connection with the design, fabrication, construction, installation, operation, maintenance, or testing of the Improvements for a period of one (1) year after acceptance of the Improvements by the City. After said one (1) year period expires, Developer's indemnify, defense and hold-harmless obligations hereunder (pertaining to the Improvements) shall automatically expire. If any claim is made against the City to which the City's claims right of indemnification from the Developer, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and the Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, the Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement. In addition, the Developer, warrants, and certifies to the City that all work performed, and materials used in connection with the Improvements are free and clear of any defects related to the design, construction, and installation of the Improvements. The warranty set forth in this section shall be in effect for one year from the date on which the City accepts conveyance of the Improvements. The Developer shall indemnify and hold the City harmless for breach of any warranties hereunder.

**Section 5. Reimbursement.**

(a) Storm Drain Line Located in Riverton. With respect to that portion of the storm drain line located in Riverton City ("Storm Drain-Riverton Portions") City will use its available funds in the amount of \$1,000,000 (the "Storm-Drain Funds") to pay for the construction of the Storm Drain-Riverton Portions provided (i) it is construction by a qualified licensed contractors acceptable to the City, (ii) it is constructed pursuant to City standards and specifications, and (iii) is approved and accepted by the City. The City will use the Storm-Drain Funds to make monthly payments directly to the contractors and suppliers who install the Storm Drain-Riverton Portions based on pay requests and valid invoices submitted to the City for the work completed in the previous month. Developer will review and approve such invoices from the contractors and suppliers before submitting them to the City, and the City will pay such contractors and suppliers directly (based on the invoices approved by the City, which approval shall not be unreasonably withheld).

(b) Other Storm Drain Systems Improvements (in Herriman) and Storm Drain-Riverton Portions. With respect to any other storm drain system improvement and Storm Drain-Riverton Portions that exceed the amount of the available Storm-Drain Funds identified in subsection 5(a) above, the City will reimbursement the Developer as full and complete reimbursement for such improvements one hundred percent (100%) of the verifiable costs incurred by the Developer for such improvements using the storm drain impact fees generated

and collected from within the area identified on Exhibit "C" or other funds available to the City provided (i) it is construction by a qualified licensed contractors acceptable to the City, (ii) it is constructed pursuant to City standards and specifications, and (iii) is approved and accepted by the City. All reimbursement amounts so collected and due to Developer shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees are received by the City. If the impact fees within the area identified on Exhibit "C" are not sufficient to fully reimburse Developer hereunder, the City shall use other City funds to fulfill the reimbursement obligations hereunder.

**Section 6. Offset Rights.** The Developer agrees that, in addition to any other rights and remedies available under this Reimbursement Agreement, at law, or in equity, the City may set off against any payments otherwise due and owing to the Developer under Section 6 of this Reimbursement Agreement any amount that the City may be entitled pursuant to indemnification under Section 4 of this Reimbursement Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of the City's indemnifications pursuant to Section 4 of this Reimbursement Agreement.

**Section 7. Impact Fees.** The Developer acknowledges and agrees that development of the Project was subject to certain impact fees imposed by the City. Developer acknowledges and agrees and as an essential element of consideration for the Reimbursement Agreement, that the impact fees imposed on the Developer by the City meet all requirements of law including but not limited to Utah Code Ann § 11-36a-101, *et seq.*, is valid and binding, and does not violate any constitutional provisions; provided, however, if such impact fees are actually paid to the City and not refunded to the payer, such impact fees will be used to reimburse Developer.

**Section 8. Miscellaneous Provisions.**

(a) **Binding Agreement.** This Reimbursement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

(b) **Captions.** The headings used in this Reimbursement Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Reimbursement Agreement or the intent hereof.

(c) **Counterparts.** This Reimbursement Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Reimbursement Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Reimbursement Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Reimbursement Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Reimbursement Agreement may not be modified except by an instrument in writing signed by the Parties.

(h) Interpretation. This Reimbursement Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah. This Reimbursement Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the “drafter” of this Reimbursement Agreement. In the event of any conflict or inconsistency between the terms of this Reimbursement Agreement, on the one hand, and the terms of the MDA, on the other hand, the terms of the MDA shall govern.

(i) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

Edge Homes Utah, LLC  
Att: Steve Maddox  
13702 South 200 West, Suite B12  
Draper, UT 84020

Herriman City  
Att: Blake Thomas  
5355 West Herriman Main Street  
Herriman, UT 84096

(j) Time of Essence. Time is the essence of this Reimbursement Agreement.

(k) Assignment. The Developer may not assign its rights, or delegate its duties, hereunder without the City’s prior written consent. The City may freely assign its rights and delegate its duties under this Reimbursement Agreement, whereupon the assignee shall succeed to, and the City shall be correspondingly released from, all of the City’s rights, duties, and liabilities hereunder.

(l) Exhibits and Recitals. The recitals set forth above and all exhibits to this Reimbursement Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Reimbursement Agreement.

(m) Defined Terms. Unless otherwise defined herein, capitalized terms used in this Reimbursement Agreement shall have the meanings attributed to such terms in the Master Development Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

**HERRIMAN**

By \_\_\_\_\_  
**Brett geo Wood, City Manager**

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom, City Recorder**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **Brett geo. Wood** and **Jackie Nostrom**, as the City Manager and City Recorder, respectively, of **HERRIMAN**, a Utah municipality.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

The real property located in Salt Lake County, Utah described as follows:

**EXHIBIT B**  
**IMPROVEMENTS**  
(that will be reimbursed)



**EXHIBIT C**  
**MAP OF IMPACT FEE COLLECTION AREA**

**EXHIBIT D**  
**REIMBURSEMENT AMOUNTS/COSTS**

Exhibit "G"  
PD Overlay Ordinance

**HERRIMAN, UTAH**  
**ORDINANCE NO. 2020-14**

**AN ORDINANCE SUPERIMPOSING/OVERLAYING THE PLANNED  
DEVELOPMENT OVERLAY ZONE (HERRIMAN CODE OF ORDINANCES 10-15C-1  
ET SEQ.) TO CERTAIN PROPRETY AT APPROXIMATELY 14011 S SENTINEL  
RIDGE BLVD (FILE Z2019-073)**

**WHEREAS**, the Herriman City Council (“Council”) met in regular session on April 22, 2020, to consider among other things, an ordinance superimposing/overlying the Planned Development overlay zone (Herriman Code of Ordinances 10-15C-1 et seq.) to certain property located at approximately 14011 S Sentinel Ridge Blvd; and

**WHEREAS**, Utah Code Ann. § 10-9a-503 provides in part that the Council may make zoning map amendments; and

**WHEREAS**, Utah Code Ann. § 10-9a-503 also provides that the Council may not make any amendment to its land use ordinances unless the amendment was first submitted to the planning commission for its recommendation; and

**WHEREAS**, Utah Code Ann. § 10-9a-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-9a-502 in preparing and adopting an amendment to a land use regulation; and

**WHEREAS**, Utah Code Ann. § 10-9a-502 provides planning commission shall provide notice as required by Subsection 10-9a-205(1)(a) and, if applicable, Subsection 10-9a-205(4) and hold a public hearing on the proposed land use ordinances; and

**WHEREAS**, on November 25, 2019, the required notice was published; and

**WHEREAS**, on December 5, 2019, the proposed overlay was submitted to the planning commission for its recommendation; and

**WHEREAS**, on December 5, 2019, the planning commission held the required public hearing with respect to this overlay; and

**WHEREAS**, at the December 5, 2019, planning commission meeting the Herriman Planning Commission recommended approval of the proposed overlay; and

**WHEREAS**, the Council considered the proposed overlay during a public meeting which has been properly noticed in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

**WHEREAS**, on April 2, 2020, the Council caused the required notice to be given; and

**WHEREAS**, on April 8, 2020, the Council considered the overlay during a public meeting; and

**WHEREAS**, Section 10-7-2 of the Herriman Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with the City.

**WHEREAS**, Council finds that it is in the best interest of Herriman residents to adopt the overlay;

**NOW THEREFORE**, be it ordained by the Council that the Planned Development Overlay Zone (Herriman Code of Ordinances 10-15C-1 et seq.) be superimposed/overlaid on property located at approximately 14011 S Sentinel Blvd such property being more particularly described as follows:

Legal Description:

**MDA – East Area**

Beginning at a point on the Westerly boundary line of the Provo Reservoir Canal, said point being North 89°50'58" West 1,541.15 feet along the Quarter Section line from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence along the Westerly boundary line of said Provo Reservoir Canal the following (19) nineteen courses:

- (1) thence South 33°11'55" East 91.69 feet;
- (2) thence Southeasterly 260.93 feet along the arc of a 416.50 foot radius curve to the right (center bears South 65°46'17" West and the chord bears South 06°16'53" East 256.68 feet with a central angle of 35°53'39");
- (3) thence Southwesterly 120.63 feet along the arc of a 316.50 foot radius curve to the left (center bears South 69°21'50" East and the chord bears South 09°43'03" West 119.90 feet with a central angle of 21°50'14");
- (4) thence South 01°12'03" East 236.80 feet;
- (5) thence Southeasterly 197.64 feet along the arc of a 416.50 foot radius curve to the left (center bears North 88°47'46" East and the chord bears South 14°47'53" East 195.79 feet with a central angle of 27°11'18");
- (6) thence South 27°32'12" East 155.63 feet;
- (7) thence South 26°33'53" East 103.31 feet;
- (8) thence South 30°37'30" East 106.96 feet;
- (9) thence South 28°31'46" East 115.09 feet;
- (10) thence South 29°35'10" East 33.08 feet;
- (11) thence South 89°59'44" West 43.52 feet;
- (12) thence South 28°44'14" East 42.99 feet;
- (13) thence Southeasterly 101.37 feet along the arc of a 798.00 foot radius curve to the left (center bears North 61°16'23" East and the chord bears South 32°21'58" East 101.30 feet with a central angle of 07°16'41");

(14) thence South 36°00'19" East 348.59 feet;  
(15) thence Southeasterly 221.54 feet along the arc of a 758.00 foot radius curve to the left (center bears North 53°59'40" East and the chord bears South 44°22'42" East 220.75 feet with a central angle of 16°44'44");  
(16) thence South 52°45'04" East 91.47 feet;  
(17) thence Southeasterly 240.78 feet along the arc of a 531.50 foot radius curve to the right (center bears South 37°14'55" West and the chord bears South 39°46'23" East 238.73 feet with a central angle of 25°57'23");  
(18) thence South 26°47'42" East 219.04 feet;  
(19) thence Southeasterly 66.97 feet along the arc of a 577.00 foot radius curve to the left (center bears North 63°12'18" East and the chord bears South 30°07'12" East 66.93 feet with a central angle of 06°38'59") to a point on the North Boundary line of PARK HOUSE PHASE 3, SOUTH HERRIMAN SUBDIVISION, AMENDING LOT B AND B-1;  
thence South 89°59'43" West 1,612.88 feet along said North Boundary line, and to and along the North Boundary line of PARK HOUSE PHASE 2, SOUTH HERRIMAN SUBDIVISION, AMENDING LOT B AMENDING LOT B-1 AND THE MEADOWS AT ROSECREST SUBDIVISION PHASE 1, AMENDING LOT D;  
thence North 00°00'17" West 25.81 feet;  
thence Northeasterly 209.44 feet along the arc of a 300.00 foot radius curve to the right (center bears North 89°59'44" East and the chord bears North 19°59'43" East 205.21 feet with a central angle of 39°59'58");  
thence North 39°59'43" East 8.97 feet;  
thence Northeasterly 209.44 feet along the arc of a 300.00 foot radius curve to the left (center bears North 50°00'18" West and the chord bears North 19°59'43" East 205.21 feet with a central angle of 39°59'58");  
thence North 00°00'17" West 506.64 feet;  
thence South 89°59'43" West 655.00 feet;  
thence North 00°16'25" West 130.38 feet;  
thence South 89°59'44" West 9.80 feet to the Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence Northwesterly 493.55 feet along the arc of a 975.00 foot radius curve to the left (center bears South 73°20'31" West and the chord bears North 31°09'35" West 488.30 feet with a central angle of 29°00'13") along said Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence North 45°39'42" West 433.72 feet along said Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence Northwesterly 645.79 feet along the arc of a 825.00 foot radius curve to the right (center bears North 44°20'18" East and the chord bears North 23°14'12" West 629.43 feet with a central angle of 44°51'00") along said Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence South 89°51'00" East 24.87 feet along said Easterly Right of Way Line of Sentinel Ridge Boulevard;  
thence North 00°09'00" East 34.00 feet along said Easterly Right of Way Line of Sentinel Ridge Boulevard to the Quarter Section line  
thence South 89°50'58" East 1,812.96 feet along the Quarter Section to the point of beginning.

Contains 3,403,609 Square Feet or 78.136 Acres

**MDA – West Area**

Beginning at a point on the Westerly Right of Way Line of Sentinel Ridge Boulevard, said point being North 89°50'58" West 3,525.38 feet along the Quarter Section line from the East Quarter Corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°09'01" West 40.00 feet along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence South 44°51'00" East 39.08 feet along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence Southeasterly 706.82 feet along the arc of a 945.00 foot radius curve to the left (center bears North 87°13'05" East and the chord bears South 24°12'34" East 690.46 feet with a central angle of 42°51'17") along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence South 45°38'12" East 434.53 feet along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence Southeasterly 178.23 feet along the arc of a 855.00 foot radius curve to the right (center bears South 44°21'49" West and the chord bears South 39°39'53" East 177.90 feet with a central angle of 11°56'36") along said Westerly Right of Way Line of Sentinel Ridge Boulevard;

thence South 64°39'55" West 162.40 feet;

thence South 25°20'05" East 250.00 feet;

thence South 89°59'44" West 1,139.30 feet;

thence North 00°21'29" West 100.00 feet;

thence South 89°59'44" West 47.32 feet;

thence North 00°19'32" West 1,335.09 feet to the Quarter Section line;

thence South 89°50'58" East 499.84 feet along said Quarter Section line to the point of beginning.

Contains 1,208,820 Square Feet or 27.751 Acres

Total of 105.887 Acres

**BE IT FUTHER ORDAINED**, that pursuant the Herriman Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 10-7-2.

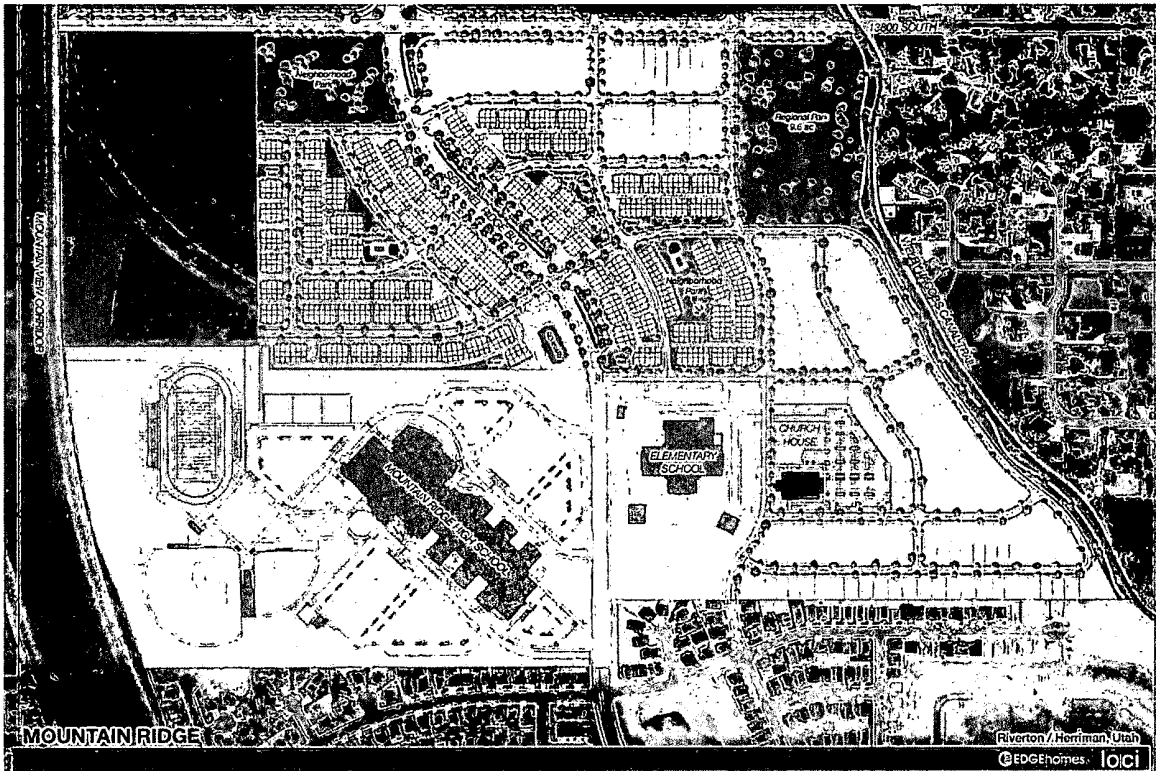
**BE IT FUTHER ORDAINED**, that the following conditions be attached to the overlay zone/zoning map amendment enacted hereby:

1. Receive and agree to the recommendations from other agencies.
2. The preliminary site plan is approved as attached with a maximum of 625 units, to be in compliance with the amended general plan.
3. When each pod comes in for preliminary plat approval, the applicant shall demonstrate how the proposal complies with the overall density of the project.

4. Design guidelines are approved as submitted, including setbacks, architectural requirements, and minimum lot widths and sizes.
5. At least 20 percent of the planned development shall be preserved as permanent open space. At least one-half of the open space required shall be maintained in single contiguous lot, not including any unbuildable property, configured in a usable size and shape. Open space that is unbuildable because of, among other things, slope, wetlands, flood drainage, or contamination, shall be counted at 25 percent of the acreage required to satisfy applicable open space requirements.
6. The developer shall incorporate the designated open space in each pod. With each phase submitted, the applicant shall submit an open space summary.
7. Trails between lots shall be at least a 20 feet wide with an 8-foot hard surface trail and landscaping approved by the Parks Department.
8. No residential driveways shall access directly onto Sentinel Ridge Boulevard or 13800 South. Residential driveways along these streets shall only access the slip lanes as proposed.
9. Infrastructure for each phase shall be reviewed and approved by Engineering to verify that adequate systems are in place for that pod. This shall include review of transportation, water, and storm drain systems.
10. Provide a traffic impact study for the entire development, including the portion in Riverton and 13400 South.
11. Comply with all recommendations from the Traffic Study, including additional right of way dedication for future traffic signals or turn lanes.
12. Comply with all off-street parking requirements for single-family detached and attached dwellings.
13. The size, location, design, and nature of entry monument signs, and the intensity and direction of area floodlighting, shall be detailed in a separate site plan application.
14. Infrastructure improvements, including but not limited to utilities, street signs, street lighting, fencing, and other required improvements, shall be provided in accordance with city standards and specifications.
15. Install curb, gutter, sidewalk, park strip, and street lights along all public streets in accordance with city standards.
16. The existing asphalt trail along Sentinel Ridge Boulevard shall be preserved except where access to the slip roads is located.
17. A development agreement for the entire project shall be reviewed and approved by the City Council prior to any pods receiving preliminary plat approval.
18. Roads providing access to parks, schools, or churches shall have a minimum 60 foot right of way.
19. Provide bulb out parking areas for vehicle parking along the canal trail.
20. Install a Hawk signal on Sentinel Ridge Boulevard at the T- intersection north of the elementary school, or at a different location as determined by the City Engineer.
21. Provide a stormwater report. Ensure reduced discharge rate of 0.02 CFS.
22. Storm drain outfall and detention shall comply with the approved Storm Drain Master Plan.
23. Each pod shall submit an application for approval of a site plan pursuant to Section 10-5-12 of the Herriman Land Development Code. The site plan for each pod shall include, but not be limited to, the following:
  - a. Lot area and widths shall be shown on an approved site plan for each phase.

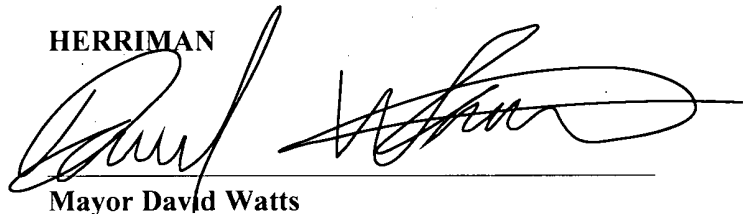


- b. Traffic studies will be required for each pod in compliance with the Engineering Design Standards. Each study shall be done as an addendum to the master traffic study already completed.
- c. A detailed grading and drainage plan shall be submitted as part of a site plan application.
- d. Landscaping, fencing, and screening related to the uses within the site and as a means of integrating the proposed development into its surroundings shall be submitted as part of a site plan application.
- e. Open space that is provided in each pod shall demonstrate any unbuildable area that counts as 25%. The overall open space acres required shall be adjusted accordingly.



**PASSED AND APPROVED** this 22<sup>nd</sup> day of April, 2020.

**HERRIMAN**



Mayor David Watts

**ATTEST:**

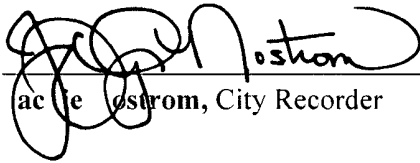
  
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Jason M. Ostrom, City Recorder



Exhibit "H"  
Park-Strip Landscaping

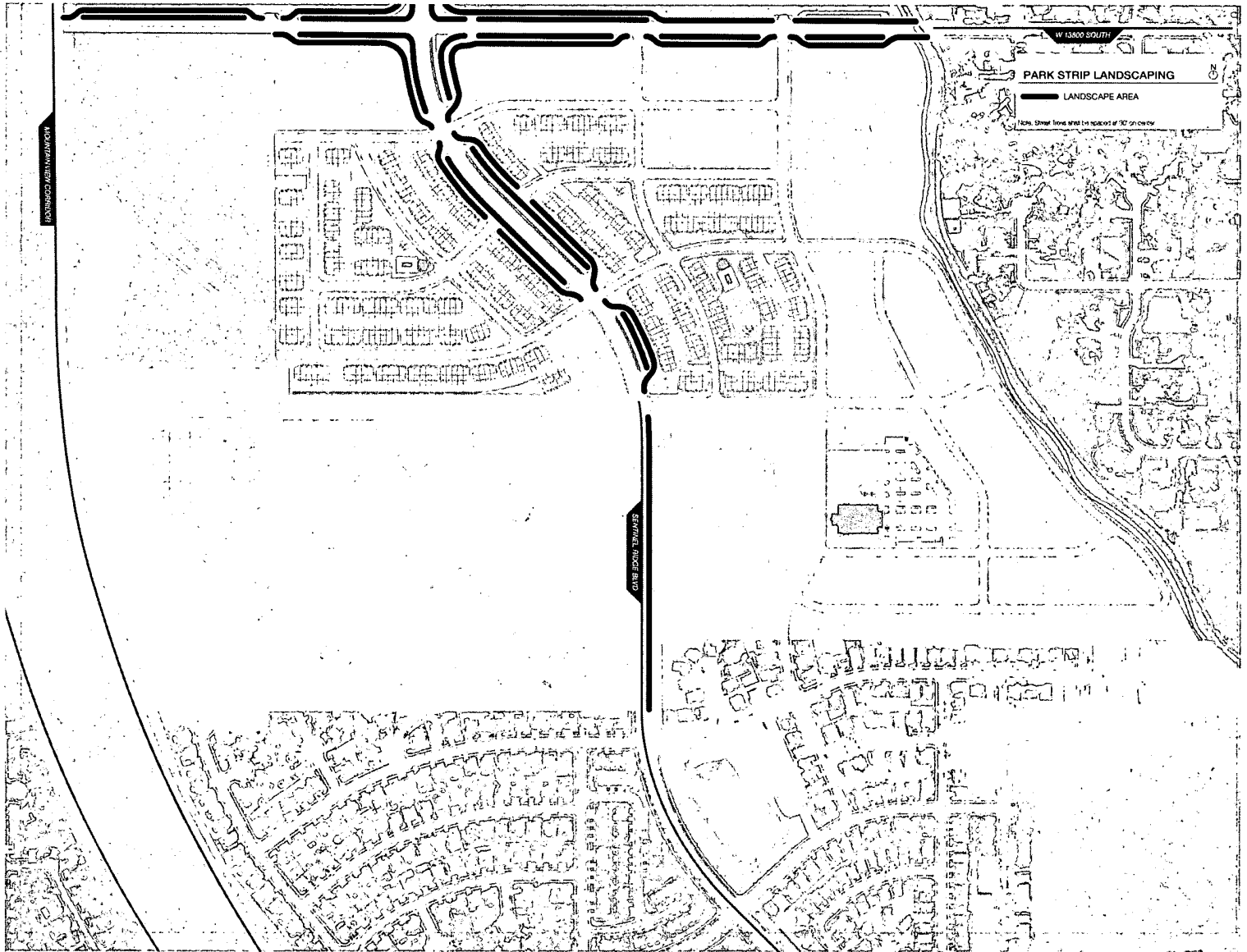


Exhibit "I"  
Phasing Plan

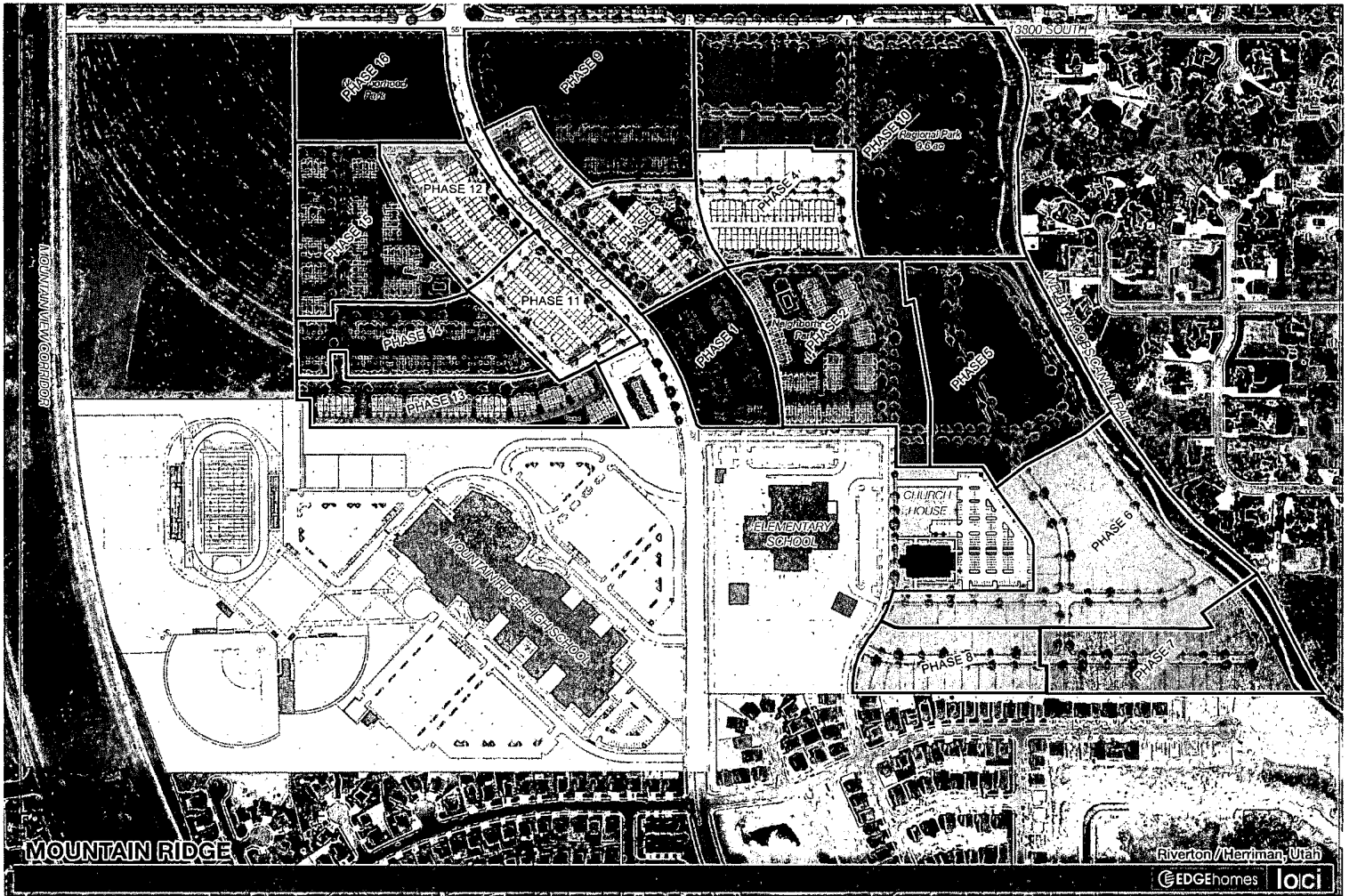


Exhibit "J"  
Riverton Development Parcel

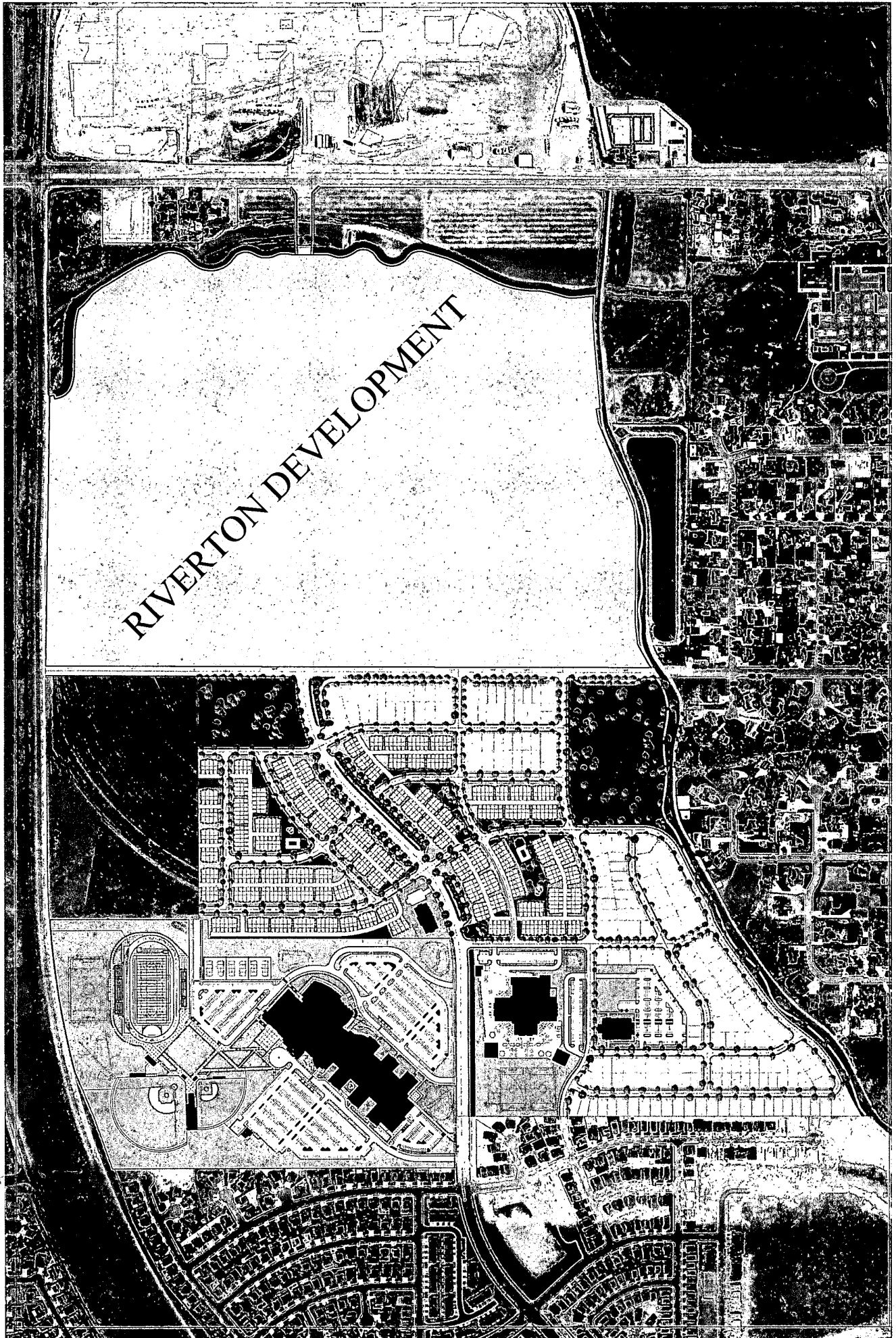




Exhibit "K"  
Park/Trails Subject to Reimbursement

