

When recorded return to:  
Salem City  
c/o Vaughn Pickell  
789 W. Center St.  
Spanish Fork, UT 84660

**ANNEXATION**  
**AND**  
**MASTER DEVELOPMENT AGREEMENT**  
**FOR THE VIRIDIAN FARM**

This *Annexation and Master Development Agreement for the Viridian Farm* (this “**MDA**” or “**Agreement**”) is entered into between D. R. Horton Inc., a Delaware corporation (“**Master Developer**”), and Salem City, a Utah Municipal Corporation (“**City**”) as of Oct 25, 2021, to set forth the terms of the annexation of certain property into City and the overall, long-term development of that Property in the City, all as more particularly described herein.

**RECITALS**

**A. WHEREAS** Master Developer desires to annex certain real property currently located in the unincorporated Utah County, into the City’s boundaries. A map and full legal description of property to be annexed is attached hereto as **Exhibit A (“Annexation Property”)**, and made a part of this Agreement;

**B. WHEREAS** Master Developer and the City have agreed to certain conditions and terms for development under which Master Developer would like to annex;

**C. WHEREAS** Master Developer desires to develop a portion of the Annexation Property, and the Parties intend to enter into this MDA to allow Master Developer and the City to resolve issues considered essential to the long-term development of the property (“**Project**”) in a manner that benefits Master Developer and City in harmony with the City’s General Plan and applicable zoning ordinances. A map of the portion of the Annexation Property to be developed under this MDA is attached as **Exhibit B** and made part of this Agreement (“**Development Property**”);

**D. WHEREAS** the Parties intend to allow the Master Developer to vest in certain uses, zoning designations, and densities under the terms of this Agreement as more fully set forth below;

**E. WHEREAS** acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Salem City, in exercising its legislative discretion, has determined that entering into this Agreement

generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City's General Plan, and the Salem City Municipal Code.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Master Developer hereby agree as follows:

1. **Effective Date.** The term of this Agreement shall commence on the date of City action approving this Agreement (“**Effective Date**”).

2. **Definitions.** Unless otherwise specified herein, or unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the City's Zoning Ordinance in effect on the Effective Date. In the event of a conflict between two or more definitions, the definition in this Agreement shall prevail.

3. **Construction and Development Standards** means the standards adopted by Salem City describing and defining the criteria to be met in developing a subdivision in City.

4. **Annexation.** As a condition to any obligations under this Agreement, the Annexation Property shall be annexed into Salem City in accordance with Utah's annexation statute (Utah Code §§ 10-2-401 *et seq.*), the City's annexation policy plan, and that annexation map as shown on Exhibit B.

- A. Upon annexation the City may send a notice pursuant to Utah Code Ann. § 10-2-421 to South Utah Valley Electric Service District (SESD). Master Developer agrees to pay for any and all costs associated with inventory and acquisition of electrical facilities, as well as any and all construction or facility costs associated with the transfer of electrical service, from SESD or any other electric utility provider within the annexation area shown in Exhibit B.
- B. The timing and manner of the inventory and acquisition of facilities is as set forth in Utah Code Ann. § 10-2-421 or successor statute, court order, or may be by agreement between the City and SESD.
- C. Notwithstanding the foregoing, Master Developer understands and acknowledges that if the City cannot acquire or is delayed in its acquisition of electrical facilities or transfer of electrical service from SESD due to no fault of the City, whether such delay is by a court order, injunction, or actions of others, the City's delay or inability to acquire such facilities or transfer electrical service will not be construed to be a breach of this Agreement.

5. **Zoning Upon Annexation.** As a condition to any obligations under this Agreement, upon annexation the Annexation Property shall be zoned by the City as a combination of R-15, A-1, and MPD, Master Planned Development as set forth in **Exhibit A**, and in accordance with the Viridian Farm Conceptual Land Use Plan, attached hereto as **Exhibit C**.

6. **Overall Land Use Plan.** The Viridian Farm Conceptual Land Use Plan portrays the planned land uses, and maximum densities on the Development Property, as well as proposed roads, schools, churches, and other community uses. The parties acknowledge that this plan is

subject to adjustment, in the future, depending on various factors such as geography, efficient planning, or market forces, but only upon the mutual agreement of the parties. Nevertheless, as set forth below, the Parties acknowledge that Master Developer is vested in the representations shown on this plan, including densities, zoning, and uses in particular areas.

7. **Subdevelopers.** Master Developer may assign its rights to develop portions of the Development Property to various third parties (“**Subdevelopers**”). Subdevelopers shall receive all vested rights and other rights to develop pertaining to their portion of the Development Property, as if they were Master Developer. All Subdevelopers shall be obligated to comply fully with all terms and obligations of this MDA in the place of Master Developer, including obligations to plan and develop their portion of the Development Property in accordance with the Viridian Farm Conceptual Land Use Plan, and in line with the Project as a whole. Subdevelopers may enter into independent development agreements with the City if the City and a Subdeveloper agrees. City is under no obligation to enter into an independent development agreement. Upon assignment by Master Developer of development rights, to a Subdeveloper, Master Developer shall have no further obligation under this MDA for the assigned portion of the Development Property. For purposes of this Agreement, references to Master Developer shall include any applicable Subdevelopers.

8. **Phasing; Construction.** The Development Property will be developed in phases. The sequence of phasing will be determined by the Master Developer or Subdevelopers. Unless set forth herein, no sequential phasing is implied by Viridian Farm Conceptual Land Use Plan. The parties acknowledge that the most efficient and economic Phasing will depend on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Parties agree to cooperate in good faith with respect to continued master planning and implementation of such phasing consistent with the public interest. Each phase shall require submission of a preliminary and final subdivision plat and approval for that phase, consistent with the Viridian Farm Conceptual Land Use Plan and this MDA.

- A. City Access Standards. Construction is limited to 24 dwelling units until a second point of access is completed within the Project.
- B. Construction Mitigation. Developer shall provide the following measures, all to the reasonable satisfaction of City, to mitigate the impact of construction within Project Area. Developer shall also adhere to the usual construction impact mitigation measures required by City, including the MS4 requirements as mandated by the State of Utah, as they may be amended from time to time. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in, but not limited to, each application for development of any final plat:
  - i. Limits of disturbance, vegetation protection, and the re-vegetation plan for all construction, including construction of public improvements;
  - ii. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;
  - iii. Construction traffic routing plan to minimize traffic impacts as approved by City.

9. **Total Project Density.** Master Developer, along with any Subdevelopers, shall be entitled to develop the total number of residential units shown on the Viridian Farm Conceptual

Land Use Plan (“**Total Density**”). For avoidance of doubt, the Project is vested with 2,004 dwelling units, which shall be developed in accordance with the Viridian Farm Conceptual Land Use Plan. Any City ordinance enacted by the City on or after the Effective Date, which has the effect of prohibiting and/or restricting the Master Developer’s rights to develop the Total Density shall be inapplicable to the Development Property, unless the Council, on the record, finds that a compelling, countervailing public interest would be jeopardized without applying such ordinance.

**10. Density Transfer.** Master Developer may request to transfer density from one area of the Development Property to another, or from one Subdeveloper to another, in order to facilitate development of the Total Density. Any transfer of density that results in a net change of density units of ten percent (10%) or less (whether an increase or decrease) within any given area/pod as shown on page 11 of the Viridian Farm Conceptual Land Use Plan (each, a “**Pod**”), as amended, shall be approved by City staff in its discretion. Additionally, any approval of a net density change resulting from the addition or removal of a church, public, or quasi-public building site shall be approved by City staff, in its discretion, regardless of the number of units transferred as a result of same; provided that, in the event of any removal of any such building that is shown on page 11 of Exhibit C, Master Developer shall choose to replace said building(s) with a density and product type matching that of any adjacent Pod (whether immediately adjacent or across a right-of-way) as selected by Master Developer in Master Developer’s discretion. All other density transfers shall take place as an amendment to this Agreement approved by the City Council, in accordance with the Viridian Farm Conceptual Land Use Plan, as amended. Notwithstanding anything to the contrary contained in this Section 10, the aggregate Density for the Development Property shall not exceed the Total Density. City shall be entitled to receive an accounting for all used, planned, and transferred density, in order to ensure that the Total Density is not exceeded.

**11. Vested Rights.** The parties specifically intend that this Agreement grants to Master Developer “vested rights” as that term is defined in Utah’s statutory code and construed in Utah’s common law, to the maximum extent permitted under the law, subject to the modifications herein. Upon the execution of this Agreement, Master Developer shall have the vested right to develop and construct the Project on the Development Property in accordance with:

- A. The Viridian Farm Conceptual Land Use Plan;
- B. The terms and conditions of this Agreement;
- C. The terms and conditions of local ordinances and state laws as they exist as of the execution date of this Agreement, to the extent that they do not conflict with the terms and conditions of this Agreement, excepting the following:
  - (1) Future laws that Master Developer and City mutually agree in writing regarding the application thereof to the Project;
  - (2) 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) 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, AAI-ISTO 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. Subject to Section 18 below, Construction and Development Standards existing at the time of each final plat approval shall be followed for that plat. Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the Property in effect at the time of development approval, or re-approval in the event of expiration, including the payment of required fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies, and procedures of City
- (4) Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
  - (5) Changes to the amounts of fees, except impact 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.
  - (6) Impact Fees duly imposed under the Utah Impact Fees Act will vest as of the time of any building permit approval, with respect to that building permit.
  - (7) Connection fees for utility connections, which are distinct and separate from impact fees, representing the ordinary cost for connecting to City utilities. Such fees are due at the time of assessment.
  - (8) Building permit, plan review, and associated fees typically associated with review and approval of building permits. Such fees are due at the time of assessment.

**12. Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development or zoning. Nothing herein shall be construed to limit the ability of the City Council to exercise its police powers to enact zoning ordinances.

**13. Modifications.** Any future modification, amendment or change to the terms of this MDA, the zoning, density or uses as shown on the Viridian Farm Conceptual Land Use Plan, or to the properties included in the Development Property, shall be considered a major modification hereunder and shall require the review and approval of the City Council. Minor modifications may be subject to the review of City staff or City staff may recommend the modification be resolved by the City Council.

**14. Infrastructure.**

- A. Utilities. The City provides or is soon to provide the following utilities, which need to be brought to the property in order to develop the Property: Sewer, Culinary Water, Pressurized Irrigation Water, Power, Stormwater, and facilities accommodating for future Fiber Internet. Developer bears the sole obligation to bring to the Development Property any utilities which are not present on the Development Property or are needed to be upgraded to serve the Project. No subdivision plat may be recorded or building permit issued until adequate capacity has been provided for that subdivision. Master Developer and City may mutually agree to jointly issue an RFP or invitation to bid for design and construction of any power substation to be located within the Development Property. Subject to the foregoing sentence regarding the any power substation within the Development Property, Master Developer shall design, build, and dedicate to the City adequate delivery systems for each of these utilities according to the City specifications and standards to meet the needs for the master planned service area as a condition of development. Designs of facilities for which no standard exists, such as tanks, substations, and so on shall require review and approval by the City. Master Developer and City shall agree on the design engineer and contractor for such facilities. All facilities necessary to provide adequate utility services installed within the Project, upon formal acceptance by the City through a recorded dedication deed, shall be owned, operated, and maintained by the City. Facilities may include, but are not limited to, tanks, pumps, wells, substations, pressurized irrigation ponds, sewer capacities, wastewater treatment plant expansions, and so forth.
- B. Maintenance of Infrastructure. Until such utility or road facilities are completed by Developer and inspected and accepted by the City, Developer shall be solely responsible for the maintenance thereof. Developer shall design, build, and dedicate to City the utility and road infrastructure according to utility and transportation master plans and City Construction and Development Standards, subject to Section 18 below. The Master Developer may tie into existing infrastructure provided there is adequate capacity in the infrastructure as determined by the City Engineer.
- C. Utility Capacities. Developer acknowledges and understands that City does not reserve utility or other infrastructure capacity until a final plat is approved. Developer agrees that it is not vested with utility or infrastructure capacity until a final plat is approved and that City may decline to approve any plat submitted if it determines that capacities do not exist. Developer acknowledges and understands that utility and infrastructure capacity is determined on a first-come, first-served basis, based upon the approval of a final plat. Nevertheless, capital improvements that are paid for by the Master Developer shall result in the Project capacity created by such improvements being reserved for Master Developer.
- D. The Master Developer shall be permitted to post a letter of credit from a federally insured financial institution in a form reasonably acceptable to the City and from an institution for all warranty bonds required for the development of the Development Property.

E. The Master Developer may seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Chapter 2a, Part 12 of the Public Infrastructure District Act, (the "PID Act") in order to implement and facilitate the financing, construction and operation of public improvements and infrastructure (including improvements and infrastructure that will, after construction and acceptance by the City, be dedicated for public use) for the Development Property. The City and Master Developer acknowledge and agree that the City is under no obligation to approve or authorize a Public Infrastructure District. Any Public Infrastructure District created for the Development Property, or any portion thereof, shall not create any financial liabilities for the City.

**15. System Improvements and Reimbursements.** Except as set forth in Section 17, Parks and Open Spaces, below, City may require Master Developer to up-size certain components of the infrastructure for the benefit of the surrounding property or other property in the City. Any such upsizing, or any system improvements as that term is defined in the Utah Impact Fees Act, installed by Master Developer or any Subdeveloper will be subject to reimbursement by the City. The City and the Master Developer shall work together in good faith to determine those portions of the improvements that constitute system improvements or upsizing and shall determine the method and timing of reimbursements. Reimbursements shall be made pursuant to a reimbursement agreement to be negotiated by the Master Developer and the City.

A. Pursuant to City ordinance and to the extent permitted by the Utah Impact Fees Act and other applicable law, the City shall assess and collect a parks and recreation impact fee. Notwithstanding the foregoing, in the event any law or court decision hereafter prohibits, limits, or eliminates the ability of a city to assess or collect all or a portion of the impact fees, the City shall not be obligated to assess, collect, or reimburse impact fees, except to the extent authorized by then-existing law and any applicable court decision.

B. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to the Master Developer until completed and accepted by the City and available for use. The City shall not be obligated to pay interest. The Master Developer agrees to accept the impact fees reimbursed as a full and final reimbursement and satisfaction of all sums relating to system improvements or upsizes, and agrees to hold the City and its officers, employees, representatives, and agents harmless for any amounts claimed by the Master Developer for reimbursement in the event the City is unable to collect the impact fees for any reason whatsoever despite the City's good faith and diligent efforts.

16. **Easements, Rights-of-way and Publicly-owned Parcels.** Master Developer shall grant to the City, at no cost to the City, all easements, rights-of-way, and publicly-owned parcels necessary for the operation, maintenance, and replacement of all utilities, parks, trails, and City facilities located within the Project as shown in the attached exhibits; provided, however, that the City must pay fair market value for any land not already contemplated herein to be dedicated to the City (i.e., parks and other open space) needed for any substation, fire station or other City building or facility necessary for the operation, maintenance, and replacement of all utilities, parks, trails, and City facilities located within the Project as shown in the attached exhibits. Land for public facilities shall be reimbursed to Master Developer at Fifty Thousand Dollars (\$50,000) per acre. If the City determines excess land has been acquired and wishes to sell it, the Master Developer shall have a right of first offer to acquire the land at the same price per acre it was purchased so long as the Master Developer maintains and ownership interest in the Project. The 2-acre minimum fire station parcel identified in the Viridian Farm Conceptual Land Use Plan shall be reimbursed by the City through public safety impact fees. The above referenced dedication shall occur at the time of recordation of the final plat(s) in which they are located. The exact location of roadways and intersections, on or offsite, as well those shown in the attached exhibits may vary to accommodate further traffic engineering studies, as reasonably agreed to by the Parties, in order to allow for optimization of traffic flow for the benefit of the Development Property. Master Developer shall use commercially reasonable efforts to acquire and pay for the needed rights-of-way and intersection improvements at 400 East/8800 South and at Woodland Hills Drive/8800 South if Master Developer can acquire the necessary right-of-way from the private property owners. The timing of the improvements shall be as recommended by the traffic study for the Property.

17. **Parks and Open Spaces.** Master Developer shall construct certain trails, parks or make other improvements to other Open Spaces for the benefit of the general public, all as contemplated by the Viridian Farm Conceptual Land Use Plan. City acknowledges that the Viridian Farm Conceptual Land Use Plan satisfies the City's requirements to preserve open spaces.

A. **Completion Schedule.** The parks, trails, and other amenities described in the Viridian Farm Conceptual Land Use Plan shall be completed according to the following schedule outlined in **Exhibit D**. The City may withhold approval of any or all preliminary plats, final plats, site plans, building permits or certificates of occupancy applied for in the Project for parks, trails and amenities that do not meet the Completion Schedule.

B. **Reimbursements.** Subject to Section 15, System Improvements and Reimbursements, above, the City agrees to make available and to reimburse to Master Developer the costs to construct all public parks, trails and recreational facilities within the Development Property through parks and recreation impact fee reimbursements of the parks and recreation impact fees actually collected from development activity within the Development Property (Master Developer shall be first in line and first in right to receive all impact fees previously collected and not yet reimbursed to Master Developer from development of the Development Property which fees shall be reimbursed in immediately available funds incrementally by phase by the City to Master Developer within 30 days following the City's acceptance of the "City Dedicated



Parks/Amenities” required for each grouping of lots as shown in the Viridian Farm Amenities Schedule contained in **Exhibit D**); provided, however, that in no event shall the City be liable for any cost for the construction of the public parks, trails and recreational facilities within the Development Property in excess of the amount of parks and recreation impact fee credits collected from development activity within the Development Property) as the City finds that the construction of the parks, trails and recreational facilities in the Viridian Farm Conceptual Land Use Plan satisfy the City’s level of service identified by its impact fee analysis. Developer acknowledges and agrees that the promise of reimbursement of the cost to construct all public parks, trails and recreational facilities within the Development Property according to this Section 17.B and **Exhibit D**, together with the density vested by this agreement, are adequate consideration for the public amenities promised to be constructed by the Master Developer pursuant to the terms hereof. Notwithstanding anything to the contrary in this Agreement, all parks and recreation impact fees actually collected from development activity within the Development Property shall be used within the Development Property until the completion and acceptance of all parks, trails, and other amenities described in the Viridian Farm Conceptual Land Use Plan, at which time any parks and recreation impact fees not reimbursed to Mater Developer pursuant to the terms hereof (i.e., any parks and recreation impact fees not spent within the Development Property) may be utilized by the City outside of the Development Property.

- C. City Park and Recreation Facilities Fee. Master Developer agrees to pay \$1,497.01 per residential unit within any portion of the Development Property at the point of final plat approval for said portion as an additional assessment (the “**City Park and Recreation Facilities Fee**”). The City hereby acknowledges and agrees that all portions of the City Park and Recreation Facilities Fee must be used for the improvement and/or maintenance of City parks and other recreational facilities (whether inside the Development Property or in other locations within the City at the City’s discretion).
- D. Notwithstanding anything in this Agreement to the contrary, the Parties agree to eliminate the improvements to Trailhead Park (land shall be dedicated) and reduce the public parks, trails and recreational facilities within the Development Property that Master Developer is required to construct and dedicate to the City by an amount equal to approximately Four Hundred Eighty Thousand Dollars (\$480,000) in value. The City and Master Developer shall identify those portions of the public parks, trails and recreational facilities within the Development Property that are to either be eliminated or reduced in size or scope or through cost savings in order to reduce the cost of the parks, trails and facilities by approximately \$480,000.

**18. Development Standards.** Master Developer will construct the various Pods within the Project using specific building and development standards that will be applied to each

Pod as outlined in **Exhibit E**, annexed hereto (the “**Project Development Standards**”). The Project Development Standards will include details that may vary from the City’s Construction and Development Standards regarding specific R.O.W. cross-sections and profiles, building setbacks and specifications, etc. If there are any contradictions between the City’s Construction and Development Standards and the Project Development Standards, the latter shall control.

**19. Standard for Approval of Subdivision Plats.** All subdivision plats must be approved in accordance with Salem City Municipal Code and must conform to applicable requirements of the Salem City Municipal Code, State and Federal Law, and this Agreement. All subdivision plats must comply with the City’s ordinances and development standards in place at the time the final plat is recorded.

**20. Satisfaction of Water Rights Requirements.** Master Developer agrees that prior to recording of a final plat for, any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate water rights to the City, as specified by, or as determined in accordance with the provisions of the Salem City Municipal Code or other applicable law. The City shall not be required to record any plat, until such requirements are fully satisfied.

**21. Time of Approval.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in the Salem City Municipal Code.

**22. Successors and Assigns.** This Agreement shall be binding on the successors and assigns of Master Developer. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Master Developer's obligations hereunder as to any portion of the Project so transferred.

**23. Later-Acquired Property.** If Master Developer acquires any additional property contiguous to the subject Property, the newly acquired property will not be part of this Agreement unless and until an amended Agreement is approved by the City Council.

**24. Default.**

- A. Events of Default. Upon the happening of one or more of the following events or conditions Master Developer or City, as applicable, shall be in default ("Default") under this Agreement:
- (1) A warranty, representation or statement made or furnished by Master Developer under this Agreement is intentionally false or misleading in any material respect when it was made.
  - (2) A determination made upon the basis of substantial evidence that Master Developer or City has not complied in good faith with one or more of the material terms or conditions of this Agreement.
  - (3) Any other event, condition, act or omission, either by City or Master Developer, (i) violates the terms of or (ii) materially interferes with the intent and objectives of this Agreement.

B. Procedure Upon Default.

- (1) Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event that the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes action to begin curing such default within such thirty (30) day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty (30) day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph C herein. Failure or delay in giving notice of default shall not constitute a waiver of any default.
- (2) Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

C. Breach of Agreement. Upon Default as set forth in Paragraphs A and B above, City may declare Master Developer to be in breach of this Agreement and City (i) may withhold approval of any or all preliminary plats, final plats, site plans, building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of zoning compliance for any building within the Project until the breach has been corrected by Master Developer. In addition to such remedies, either City or Master Developer (in the case of a default by the City) may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

D. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah. The option to institute legal action, at least in the case of defaults, is available only after the cure provisions are complied with.

25. **Scope of Agreement.** The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with local, state, and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with local, state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with local, state, or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

26. **Recording of Agreement.** In the event City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement shall be recorded as a covenant running with the Property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. The City or Master Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

27. **Transfer/ Assignment of Property.**

- A. General. The Master Developer shall have the right, with the City's written consent, to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof except as specifically set forth below.
- B. Consent. The City may not unreasonably withhold its consent to such an assignment.
- C. Notice. Master Developer shall provide written notice acknowledged by the City of any proposed or completed assignment or transfer. In the event the City does not object in writing within thirty (30) days of receipt of said written notice, the City shall be deemed to have approved of and consented to the assignment.
- D. Rights and Obligations. In the event of an assignment, the transferee shall succeed to all of Master Developer's rights and obligations under this Agreement. Notwithstanding, Master Developer selling or conveying individual lots or parcels of land to builders, individuals, or other developers shall not be deemed to be an assignment subject to the above requirement for approval unless specifically designated as an assignment by Master Developer.
- E. Related Party Transfer. Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

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

28. **Severability.** If any paragraph of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.
29. **Time of Performance.** Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
30. **Construction of Agreement.** This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
31. **State and Federal Law.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.
32. **Enforcement.** The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Master Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) clays written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Master Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Master Developer.
33. **No Waiver.** Failure of a 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 time said right or

any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council of City, taken with the same formality as the vote approving this agreement, no officer, official or agent of City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

34. **Entire Agreement.** This Agreement shall supersede all prior agreements with respect to the subject matter hereat: not incorporated herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.
35. **Attorney's Fees.** If either party commences any litigation whatsoever, including but not limited to insolvency, bankruptcy, arbitration, declaratory relief, or other litigation proceedings, including appeals or rehearings, and whether or not an action has actually commenced, for the judicial interpretation, reformation, enforcement, or rescission of this Agreement or any addenda or attachments whatsoever, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for the purposes of determining whether a party is entitled to recover its costs or attorneys' fees. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.
36. **Applicable law.** This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.
37. **Notices.** Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Master Developer:

D.R. Horton, Inc.  
Utah Division  
Attn: Boyd A. Martin and Robert B. Hartshorn  
12351 South Gateway Park Place, Suite D-100  
Draper, UT 84020  
Tel: (801) 571-7101  
Fax: (801) 571-7102  
Email: bamartin@drhorton.com;  
rbhartshorn@drhorton.com

To the City:

City Manager

30 W. 100 S.  
P.O. Box 901  
Salem, Utah 84653

With a copy to:

Salem City Attorney  
40 S. Main Street  
Spanish Fork, Utah 84660

38. **Execution of Agreement.** This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.
39. **Hold Harmless.** Master Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Master Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.
40. **Relationship of Parties.** This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Master Developer. This Agreement is not intended to create any third-party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Master Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Master Developer shall have the full power and exclusive control of the Property subject to the obligations of Master Developer set forth in this Agreement.
41. **Certificate of Compliance.** Upon fifteen (15) business days prior written request by Master Developer or a Subdeveloper, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the Property in the form reasonable agreed to by the parties hereto certifying that Master Developer or a Subdeveloper, as the case may be, is not in default of the terms of this Agreement.
42. **Title and Authority.** Master Developer expressly warrants and represents to City that it is a corporation in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Master Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Master Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Master Developer. Master Developer understands that City is relying on such representations and warranties in executing

this Agreement.

43. **Headings for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

44. **Exhibits.** All exhibits referred to herein are made a part of this Agreement as incorporated by reference elate. The following exhibits are attached to this Agreement:

Exhibit A Annexation Property legal description and map

Exhibit B Development Property legal description and map

Exhibit C Viridian Farm Conceptual Land Use Plan

Exhibit D Parks and Recreation Amenities Detailed Descriptions and Completion Schedule

Exhibit E Building and Development Standards

Exhibit F Developer and Associates Biography Summary

45. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory, “may” is permissive.

1. **Further Assurances, Documents, and Acts.** Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

2. **Assignments.** Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned by the Master Developer to any other party, individual, or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

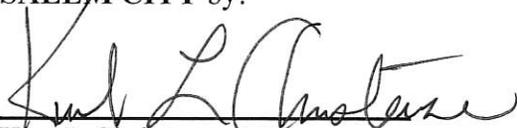
3. **Electronic Transmission and Counterparts.** Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

This Development Agreement has been executed by City, acting by and through its City Council, pursuant to a City Council motion authorizing such execution, and by a duly authorized representative of Master Developer as of the date first written above.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.



SALEM CITY by:

  
Kurt L Christensen, Mayor

Attest:

  
Jeffrey D. Nielson, City Recorder



D.R. Horton, Inc. by:

Signed: Adam R. Loser  
Printed: Adam R. Loser  
Title: Vice President

[notary acknowledgment]

State of Utah ss  
County of Salt Lake

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2021, by Adam R. Loser, in his capacity as Vice President of D. R. Horton, Inc.



Krisel P. Travis  
Notary Public

# Exhibit A

## Annexation Property Legal Description and Map

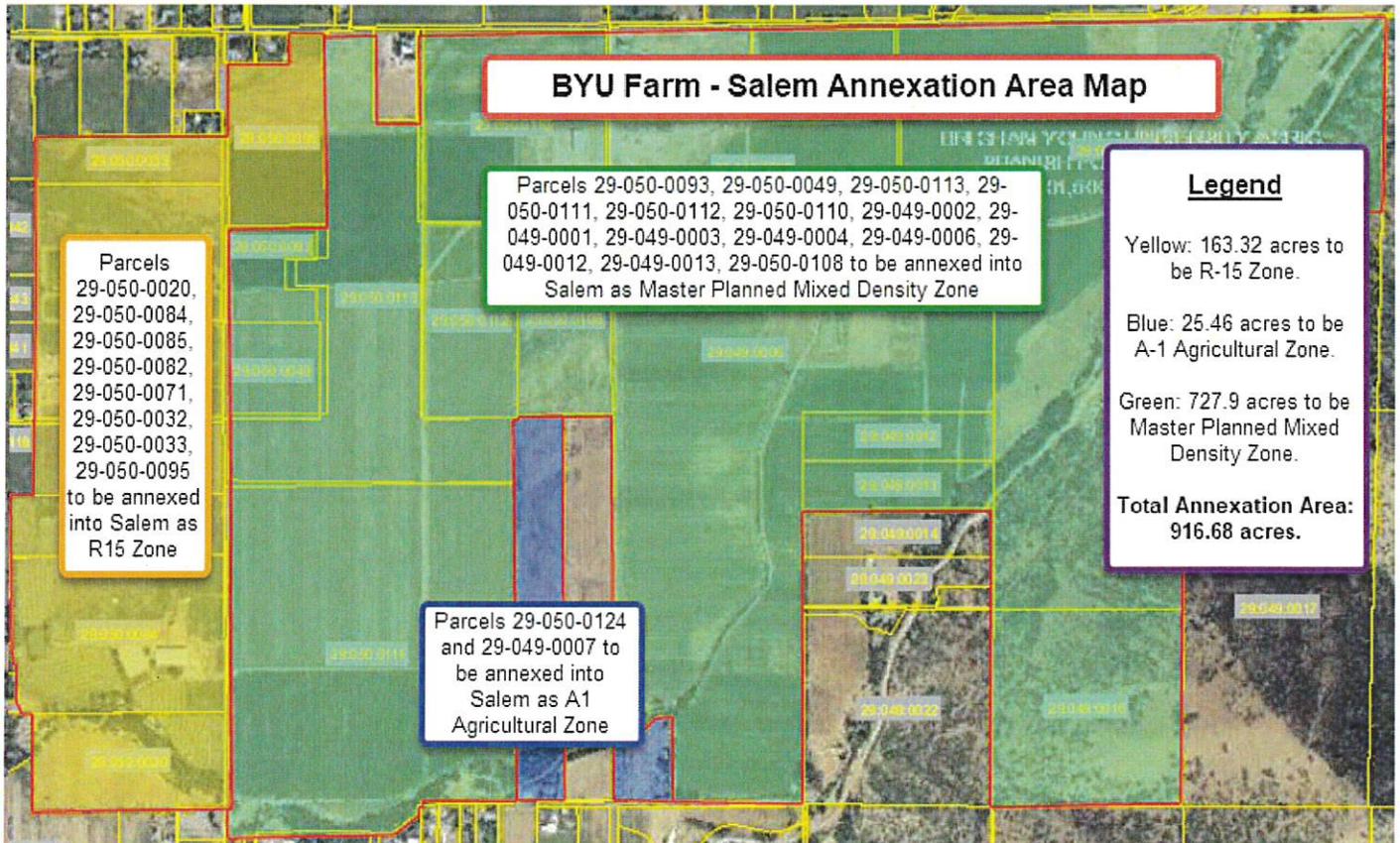
### ANNEXATION BOUNDARY LEGAL DESCRIPTION

LOCATED IN SECTIONS 5 AND 6, AND A PORTION OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 7, ALL IN TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 9 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE S89°16'47"W ALONG THE SECTION LINE 1334.02 FEET TO AN EXISTING FENCE LINE; THENCE N00°38'31"W ALONG A FENCE LINE 371.16 FEET; THENCE N00°05'17"E 299.58 FEET; THENCE S89°45'29"W 69.16 FEET; THENCE N23°29'14"W 101.63 FEET; THENCE N50°32'45"E 17.08 FEET; THENCE N04°00'29"W 242.51 FEET; THENCE N81°11'26"W 9.63 FEET; THENCE N08°38'17"W 124.47 FEET; THENCE N00°56'33"W 485.44 FEET;; THENCE N00°56'33"W 111.84 FEET; THENCE N00°56'41"W 420.51 FEET; THENCE N89°31'45"E 166.95 FEET; THENCE N00°06'25"E 498.27 FEET; THENCE N02°29'02"E 28.69 FEET; THENCE N00°11'30"W 1646.72 FEET; THENCE EAST 10.99 FEET; THENCE NORTH 286.76 FEET; THENCE N89°37'51"E 1023.02 FEET; THENCE NORTH 5.02 FEET; THENCE EAST 268.54 FEET TO THE QUARTER SECTION LINE; THENCE N0°22'15"W ALONG THE QUARTER SECTION LINE (ALSO BEING ALONG AN EXISTING FENCE LINE ALONG THE WEST SIDE OF 400 EAST STREET) 485.96 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THAT FENCE LINE AGREEMENT DESCRIBED IN DEED ENTRY NO. 80651:1999 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE EXTENSION OF AND SAID FENCE LINE AGREEMENT THE FOLLOWING TWO (2) COURSES: ; THENCE S89°59'42"E 455.23 FEET; THENCE N00°51'17"W 222.41 FEET TO THE NORTH LINE OF SAID SECTION 6; THENCE N89°14'02"E ALONG THE SECTION LINE 600.86 FEET TO THE NORTHERLY EXTENSION OF AN EXISTING FENCE; THENCE ALONG THE EXTENSION OF AND SAID FENCE THE FOLLOWING THREE (3) COURSES: S0°30'39"E 622.51 FEET; THENCE N89°06'34"E 298.48 FEET; THENCE N0°39'04"W 621.85 FEET THE NORTH LINE OF SAID SECTION 6; THENCE N89°14'02"E ALONG THE SECTION LINE 1316.91 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N89°09'50"E ALONG THE SECTION LINE 2662.93 FEET TO THE NORTH QUARTER CORNER OF SECTION 5; THENCE N89°08'08"E ALONG THE SECTION LINE 2713.14 FEET TO NORTHEAST CORNER OF SECTION 5; THENCE S1°06'42"W ALONG THE SECTION LINE 1347.05 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE S89°22'44"W ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 1346.03 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S0°40'10"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 1341.01 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S0°39'59"W ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2706.37 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S89°22'17"W ALONG THE SECTION LINE 1314.65 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5; THENCE N0°13'24"E ALONG THE QUARTER SECTION LINE 2033.85 FEET TO THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 12055:2018 BEING MORE PARTICULARLY DEFINED ON THAT RECORD OF SURVEY NO. 08- 349; THENCE S89°58'27"W ALONG SAID SURVEY LINE AND IN PART ALONG AN EXISTING FENCE LINE 1313.57 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE S0°02'31"E ALONG SAID WEST LINE 2010.01 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N88°58'46"W ALONG THE SECTION LINE 1304.38 FEET TO THE WEST LINE OF SAID SECTION 5; THENCE N0°18'48"W ALONG THE SECTION LINE 2648.29 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 5; THENCE S89°11'13"W ALONG THE QUARTER SECTION LINE 338.90 FEET; THENCE S0°18'49"E 2650.65 FEET TO THE SOUTH LINE OF SECTION 6; THENCE S88°47'12"W ALONG THE SECTION LINE 338.59 FEET; THENCE N0°34'16"W 14.13 FEET TO THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 38786:2012 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S89°58'54"W 641.60 FEET TO THE NORTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 64690:2016 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S0°01'06"E 27.52 FEET TO THE SOUTH LINE OF

SAID SECTION 6; THENCE S88°47'12"W ALONG THE SECTION LINE 28.70 FEET TO THE EAST LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 4258:1959 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S1°12'48"E ALONG SAID REALPROPERTY 70.90 FEET TO THE NORTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 153220:2002 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE S52°40'18"W ALONG SAIDREAL PROPERTY 215.65 FEET TO THE SOUTH LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 4258:1959 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTYTHE FOLLOWING TWO (2) COURSES: S88°47'12"W 1147.95 FEET TO THE QUARTER SECTION LINE; THENCE N0°22'46"W ALONG THE QUARTER SECTION LINE 198.02 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±916.68 ACRES



# Exhibit B

## Development Property Legal Description and Map

### DESCRIPTION OF THE LAND

Real Property Located in Utah County, State of Utah, described as:

Parcel 1 (Tax ID No. 29-050-0093):

Beginning 20 chains North and 0.50 of a chain East of the Southwest corner of the Northeast quarter of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East 9.5 chains; thence South 3.50 chains; thence West 3.33 1/3 chains; thence South 3 chains; thence East 3.33 1/3 chains; thence South 3.50 chains; thence West 9.5 chains; thence North 10 chains to the place of beginning. LESS AND EXCEPTING therefrom that portion contained within that certain Fence Line Agreement recorded July 15, 1999 as Entry No. 80651 in Book 5152 at Page 846, being more particularly described as follows:

Beginning at a fence corner on the East of Utah County Road 400 East, said point being South 216.29 feet and East 38.27 feet according to Utah Coordinate Bearings Central Zone from the North Quarter corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence South 89 degrees 59'42" East along a fence 418.36 feet to a fence corner; thence North 00 degrees 51'17" West along a fence 201.04 feet to a fence corner on the South line of Utah County Road 8800 South (aka POWERHOUSE ROAD); thence North 89 degrees 22'43" East along a fence on said South line of 8800 South 240.11 feet to a fence corner; thence departing said South line of 8800 South, South 00 degrees 10'46" East along a fence 205.42 feet to a fence corner; thence South 00 degrees 54'23" East along a fence 406.38 feet; thence South 00 degrees 33'37" East along a fence 695.82 feet to a fence corner; thence South 89 degrees 09'38" West along a fence 662.131 feet to a fence corner on the East side of Utah County Road 400 East; thence North 00 degrees 22'27" West along said road 1113.66 feet to the point of beginning.

Parcel 2 (Tax ID No. 29-050-0049):

Commencing at the center of section 6, Township 9 South, Range 3 East of the Salt Lake Meridian; thence East 10 chains; thence North 10 chains; thence West 10 chains; thence South 10 chains to the point of beginning.

Parcel 3 (Tax ID No. 29-050-0113):

Commencing 10 chains West of the Northeast corner of the Southeast quarter of Section 6, Township 9 South, Range 3 East of the Salt Lake Base and Meridian; thence South 6.66 2/3 chains; thence West 30 chains; thence North 6.66 2/3 chains; thence East 30 chains to the place of beginning.

And Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence West 10 chains; thence North 13.50 chains; thence West 3 1/3 chains; thence North 3 chains; thence East 3 1/3 chains; thence North 23 1/2 chains; thence East 363 feet; thence South 616.5 feet; thence East 297 feet; thence South 2023.5 feet to the point of beginning.

LESS AND EXCEPTING therefrom that portion contained in the Boundary Line Agreement Quitclaim Deed recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016, and being more particularly described as follows:

A parcel of land, situate in the East Half of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of said Section 6, and running: thence South 88°46'58" West 677.53 feet along the Section line; thence North 0°34'29" West 2630.01 feet to and along a long-established wirefence, crossing the Salem Canal, to a corner of said fence; thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof; thence North 0°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line; thence North 89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured Section line; thence South 0°24'40" East 1316.18 feet along said Section line, to and along another existing fence line, more or less, to the East Quarter Corner of said Section 6; thence South 0°19'03" East 2648.31 feet along the Section line,

also following, more or less, another existing fence line, to the Point of Beginning.

Parcel 4 (Tax ID No. 29-050-0111):

Beginning at the South 1/4 corner to Section 6, Township 9 South, Range 3 East, of the Salt Lake Base and Meridian; thence East along the section line 33.0 feet; thence North and parallel to the quarter section line 2,200.0 feet; thence East and parallel to the South Section line 1975.0 feet more or less to a point that is 660 feet West of the East Section line to Section 6; thence South and parallel to the East Section line to Section 6, 2,200.0 feet to the South line to Section 6; thence West along the South line to Section 6, 688.0 feet; thence South 198.0 feet; thence West and parallel to the Section line 1,320.0 feet; thence North 198.0 feet to the 1/4 corner which is the point of beginning.

LESS AND EXCEPTING therefrom that portion contained in that certain Warranty Deed recorded April 14, 1976 as Entry No. 8567 in Book 1469 at Page 268, and being more particularly described as follows: Commencing at a Point along the Section Line 1322.29 feet (S 89° 08' 54" W) and S 0° 51' 06" E 52.1 feet from the Northeast Corner of Section 7, T9S, R3E, SLB&M; thence S 0° 51' 06" E 145.9 feet; thence S 89° 08' 54" W 200.0 feet more or less to the Center line of a road; thence N 53° 02' E along said Center line of road 247.55 feet more or less to the point of commencement.

ALSO LESS AND EXCEPTING therefrom that portion contained in the Boundary Line Agreement Quitclaim Deed recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016, and being more particularly described as follows:

A parcel of land, situate in the East Half of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of said Section 6, and running: thence South 88°46'58" West 677.53 feet along the Section line; thence North 0°34'29" West 2630.01 feet to and along a long-established wire fence, crossing the Salem Canal, to a corner of said fence; thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof; thence North 0°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line; thence North 89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured Section line; thence South 0°24'40" East 1316.18 feet along said Section line, to and along another existing fence line, more or less, to the East Quarter Corner of said Section 6; thence South 0°19'03" East 2648.31 feet along the Section line, also following, more or less, another existing fence line, to the Point of Beginning.

Parcel 5 (Tax ID No. 29-050-0112):

The West Half of the Southeast Quarter of the Northeast Quarter of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING therefrom that portion contained in the Boundary Line Agreement Quitclaim Deed recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016, and being more particularly described as follows:

A parcel of land, situate in the East Half of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of said Section 6, and running: thence South 88°46'58" West 677.53 feet along the Section line; thence North 0°34'29" West 2630.01 feet to and along a long-established wire fence, crossing the Salem Canal, to a corner of said fence; thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof; thence North 0°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line; thence North 89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured Section line; thence South 0°24'40" East 1316.18 feet along said Section line, to and along another existing fence line, more or less, to the East Quarter Corner of said Section 6; thence South 0°19'03" East 2648.31 feet along the Section line, also following, more or less, another existing fence line, to the Point of Beginning.

Parcel 6 (Tax ID No. 29-050-0110):

Commencing 1 rod South and 1 rod West of the Northeast corner of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence South 20 chains; thence West 19.75 chains; thence North 20 chains; thence East 19.75 chains to beginning.

LESS AND EXCEPTING therefrom that portion contained in the Boundary Line Agreement recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016, and being more particularly described as follows:

A parcel of land, situate in the East Half of Section 6, Township 9 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of said Section 6, and running: thence South 88°46'58" West 677.53 feet along the Section line; thence North 0°34'29" West 2630.01 feet to and along a long-established wirefence, crossing the Salem Canal, to a corner of said fence; thence North 88°42'01" East 35.58 feet along said fence line, to another corner thereof; thence North 0°32'11" West 1339.41 feet along and past the end of said fence line, to its extended intersection with the extension of another fence line; thence North 89°14'02" East 656.67 feet to, along, and past the end of said fence line, to the measured Section line; thence South 0°24'40" East 1316.18 feet along said Section line, to and along another existing fence line, more or less, to the East Quarter Corner of said Section 6; thence South 0°19'03" East 2648.31 feet along the Section line, also following, more or less, another existing fence line, to the Point of Beginning.

Parcel 7 (Tax ID No. 29-049-0002):

Commencing 0.25 of a chain South and 0.25 of a chain East of the Northwest corner of Section 5, Township 9 South, Range 3 East of the Salt Lake Base and Meridian; thence East 29.50 chains; thence South 9.23 chains; thence West 29.50 chains; thence North 9.23 chains to the place of beginning.

AND

Commencing 0.25 of a chain South from the Northwest corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East 0.25 of a chain; thence South 19.75 chains; thence East 29.50 chains, thence North 10.52 chains; thence East 22.6 feet; thence South 698.37 feet; thence West 1986.1 feet; thence North 1307.55 feet to the place of beginning.

Parcel 8 (Tax ID No. 29-049-0001):

Commencing 25 links South and 15 chains East of the Northwest corner of Section 5, Township 9 South, Range 3 East of the Salt Lake Base and Meridian; thence East 14.75 chains; thence South 9.23 chains; thence West 14.75 chains; thence North 9.23 chains more or less to the point of beginning.

Parcel 9 (Tax ID No. 29-049-0003):

Commencing 25 links East and 9.48 chains South of the Northwest corner of Section 5, Township 9 South, Range 3 East of the Salt Lake Base and Meridian; thence running East along the center of the U.S. R. S. Canal 29.50 chains; thence South 10.52 chains; thence West 29.50 chains; thence North 10.52 chains to the place of beginning.

Parcel 10 (Tax ID No. 29-049-0004 and 29-049-0016):

All of Lots 1 and 2 and the East 10.25 chains of Lot 3; the Southwest Quarter of the Northeast Quarter; and the West half of the Southeast Quarter, all in Section 5, Township 9 South, Range 3 East of the Salt Lake Base and Meridian.

LESS AND EXCEPTING all that portion contained in that certain Warranty Deed recorded 2, 1910 as Entry No. 3477 in Book 109 at Page 95, and being more particularly described as follows:

Beginning at the Northeast corner of Section five (5) Township nine (9) South, Range three (3) East Salt Lake Base And Meridian, and running thence South eighty eight (88) degrees, fifty-six (56) minutes and thirty (30) seconds West, one hundred two (102) feet (scaled) thence South forty (40) degrees, five (5) minutes and thirty (30) seconds West, four hundred thirty-six (436) feet (scaled) thence on a curved line having a radius of three hundred eighty six and fifty-seven one-hundredths (386.57) feet (the chord of which bears South twenty-five (25) degrees sixteen (16) minutes and thirty (30) seconds West) one hundred ninety-seven and seventy-two one-hundredths (197.72) feet; thence on a curved line having a radius of one hundred five and forty-nine one-hundredths (105.49) feet, the chord of which bears South twenty-three (23) degrees, twenty four (24) minutes and thirty (30) seconds West, forty-seven and twenty eight one hundredths (47.28) feet; thence, South thirty-six (36) degrees, twenty-one (21) minutes and thirty (30) seconds West five hundred fifty-three and five one-hundredths (553.05) feet; thence, on a curved line having a radius of two and fifty-seven one-hundredths (2.57) feet, the chord of which bears South forty-four (44) degrees, fifty-nine (59) minutes and thirty (30) seconds West, seventy-seven one-hundredths (0.77) feet; thence, South fifty-three (53) degrees, thirty-seven (37) minutes and thirty (30) seconds West, sixty-four and seventy-one one-hundredths (64.71) feet, thence on a curved line having a radius of three hundred eighty-six and fifty-seven one-hundredths (386.57) feet, the chord of which bears South forty-six (46) degrees, forty (40) minutes and fifteen (15) seconds West, ninety-three and sixty-one one-hundredths

(93.61) feet; thence, South thirty-nine (39) degrees and forty-three (43) minutes West, three hundred fifteen (315) feet (scaled) thence, North eighty-eight (88) degrees, fifty-six (56) minutes and thirty (30) seconds East, two hundred sixty-four and ten one-hundredths (264.10) feet; thence North thirty-nine (39) degrees, and forty-three (43) minutes East, one-hundred forty (140) feet (Scaled); thence on a curved line having a radius of one hundred eighty-six and fifty-seven one-hundredths (186.57) feet, the chord of which bears North forty-six (46) degrees, forty (40) minutes and fifteen (15) seconds East forty-five and eighteen one-hundredths (45.18) feet; thence North fifty-three (53) degrees, thirty-seven (37) minutes and thirty (30) seconds East, sixty-four and seventy-one one-hundredths (64.71) feet; thence on a curved line having a radius of two hundred two and fifty-seven one-hundredths (202.57) feet, the chord of which bears North forty-four (44) degrees, fifty-nine (59) minutes, and thirty (30) seconds East, Sixty and eighty-two one hundredths (60.82) feet; thence North thirty-six (36) degrees, twenty-one (21) minutes and thirty (30) seconds East, five hundred fifty-three and five one-hundredths (553.05) feet; thence, on a curved line having a radius of three- hundred five and forty-nine hundredths (305.49) feet, the chord of which bears North twenty-three (23) degrees, twenty-four (24) minutes, and thirty (30) seconds East, one-hundred thirty-six and ninety two one-hundredths (136.92) feet; thence, on a curved line having a radius of one-hundred eighty-six and fifty-seven one-hundredths (186.57) feet, the chord of which bears North twenty-five (25) degrees, sixteen (16) minutes and thirty (30) seconds East, ninety-five and forty-two one- hundredths (95.42) feet; thence North forty (40) degrees five (5) minutes and thirty (30) seconds East, three-hundred sixty (360) feet (scaled) thence North one-hundred ninety-seven and twenty-two one-hundredths (197.22) feet, to place of beginning.

Parcel 11 (Tax ID No. 29-049-0006):

Commencing 25 links East and 20 chains South of the Northwest corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence East 29.50 chains; thence North 10.52 chains; thence East 22.6 feet; thence South 698.37 feet; thence West 1969.6 feet; thence North 4.05 feet to the place of beginning.

And

The South half of the Northwest quarter and the West half of the Southwest quarter of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING from the above described property the following:

Beginning at the Southwest corner of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 393.5 feet to the South side of the Salem Canal right of way; thence along the said canal right of way North 79° East 142.0 feet; thence North 45°30' East 206.0 feet; thence North 81°30' East 115.0 feet; thence South 583.7 feet to the North side of an East-West road; thence along the North side of said road South 89°45' West 400.0 feet to the place of beginning.

Parcel 12 (Tax ID No. 29-049-0012):

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 5 chains; thence East 20 chains; thence North 5 chains; thence West 20 chains to the point of beginning.

Parcel 13 (Tax ID No. 29-049-0013):

Commencing 5 chains South of the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 5, Township 9 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 5 Chains; thence East 20 chains; thence North 5 chains; thence West 20 chains to the point of beginning.

Parcel 14 (Tax ID No. 29-050-0108):

A portion of the Northeast 1/4 of Section 6, Township 9 South, Range 3 East, of the Salt Lake Base and Meridian described as follows:

Beginning at the East 1/4 Corner of Section 6, Township 9 South, Range 3 East, of the Salt Lake Base and Meridian; thence South 89°11'13" West along the Quarter Section line 653.80 feet to an existing fence line as described in that Boundary Line Agreement recorded November 9, 2015 as Entry No. 101395:2015 and corrected by Affidavit recorded January 8, 2016 as Entry No. 1777:2016; thence along said Boundary line Agreement the following three (3) courses: North 00°31'58" West 1316.75 feet; thence North 89°14'15" East 656.67 feet to the Section Line; thence South 00°24'27" East along the Section Line 1316.18 feet to the point of beginning.





**Exhibit C**  
**Viridian Farm Conceptual Land Use Plan**

# VIRIDIAN FARM

UTAH DIVISION  
**D·R·HORTON®**  
*America's Builder*





# PROPOSED LAND USE

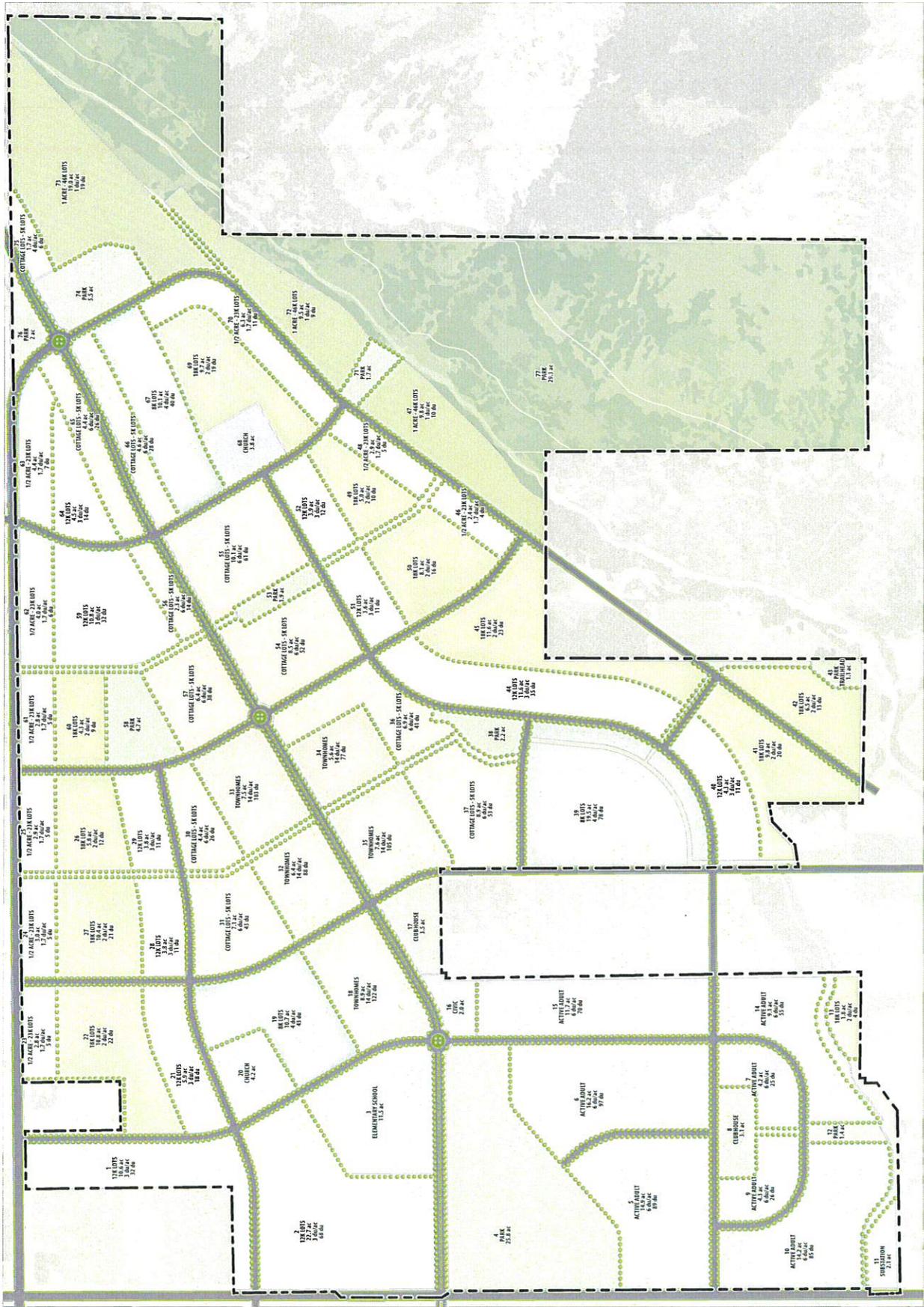
## DEVELOPMENT SUMMARY

| Land Use                        | Acres        | DU/AC | Max Units   | % of Total |
|---------------------------------|--------------|-------|-------------|------------|
| 1-Acre Lots                     | 38.3         | 1     | 37          | 5%         |
| 1/2-Acre Lots                   | 31.5         | 1.7   | 53          | 4%         |
| Estate Lots                     | 83.8         | 2     | 168         | 11%        |
| DR Horton Plus Lots             | 85.5         | 3     | 255         | 12%        |
| DR Horton SF Lots               | 40.3         | 4     | 161         | 6%         |
| Cottage Lots*                   | 65.2         | 6     | 387         | 9%         |
| Active Adult*                   | 74.6         | 6     | 448         | 10%        |
| Townhomes*                      | 36           | 13.8  | 495         | 5%         |
| Public City Parks/Trails        | 84.5         |       |             | 12%        |
| Public City Native Open Space   | 93.4         |       |             | 13%        |
| Private / HOA Parks (Estimated) | 35           |       |             | 5%         |
| Churches                        | 8            |       |             | 1%         |
| School                          | 11.4         |       |             | 2%         |
| Substation                      | 2            |       |             | 0%         |
| Civic                           | 2.1          |       |             | 0%         |
| Main Roads                      | 37.2         |       |             | 5%         |
| <b>Totals</b>                   | <b>728.8</b> |       | <b>2004</b> |            |

**Total Units Per Acre 2.75**

Open Space % Based on City Code - 22%

\*\*The acreage on this land use already has the internal parks acreage deducted.



Images are representational only. Photographs of amenities are for illustration purposes only. Actual amenities are subject to change at any time without notice or obligation.

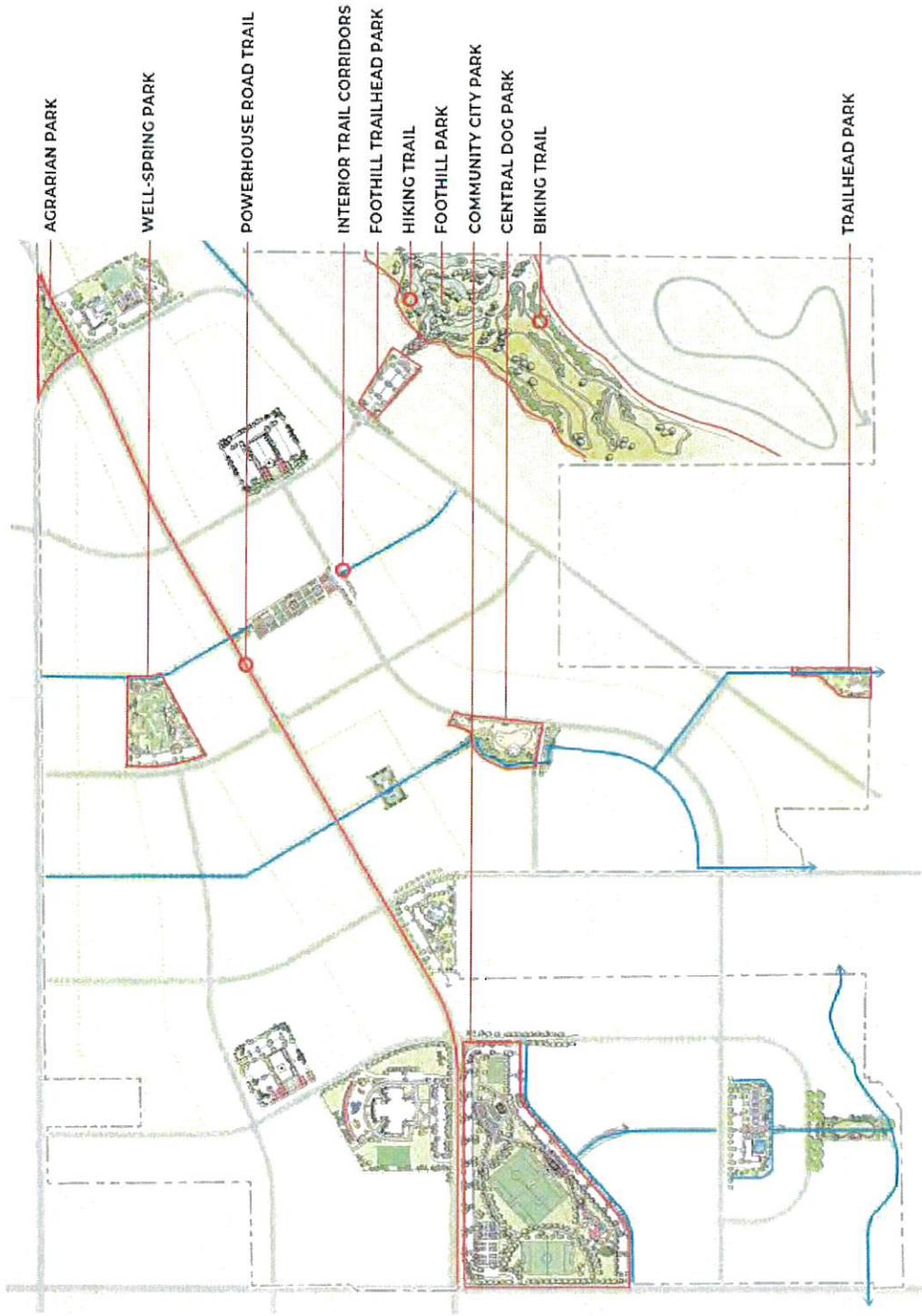
\* N.I.C = Not Included



# Exhibit D

## Parks and Recreation Amenities Detailed Descriptions and Completion Schedule

### PROPOSED CITY AMENITIES



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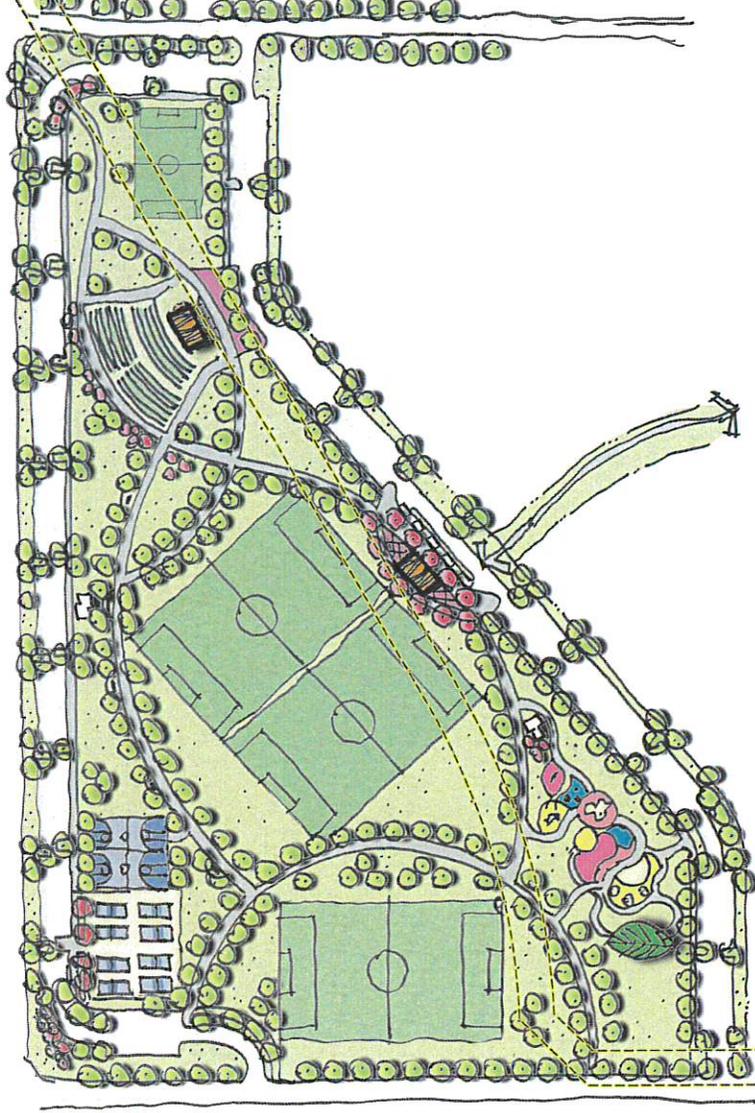
## COMMUNITY CITY PARK

| Description                                       | Qty     | Unit Cost     | Total                  |
|---|---------|---------------|------------------------|
| Restroom Facility with Hi-Lo Drinking Fountain    | 3       | \$ 72,000.00  | \$ 216,000.00          |
| PT Pickleball Court w/Lights and Fence            | 8       | \$ 40,000.00  | \$ 320,000.00          |
| PT Basketball Sport Court w/Lights                | 2       | \$ 45,000.00  | \$ 90,000.00           |
| Small Shade Structure with 2/Benches              | 3       | \$ 13,200.00  | \$ 39,600.00           |
| Full Size Soccer Field Goals (2 for each field)   | 3       | \$ 6,000.00   | \$ 18,000.00           |
| Large Playground area w/EWF engineered wood fiber | 1       | \$ 330,000.00 | \$ 330,000.00          |
| 30x40 Large Pavilion                              | 2       | \$ 78,000.00  | \$ 156,000.00          |
| 20x20 Small Pavilion                              | 4       | \$ 30,000.00  | \$ 120,000.00          |
| Picnic Table                                      | 20      | \$ 1,200.00   | \$ 24,000.00           |
| BBQ Grill   | 4       | \$ 400.00     | \$ 1,600.00            |
| Trash Receptacle                                  | 12      | \$ 500.00     | \$ 6,000.00            |
| Bench   | 6       | \$ 600.00     | \$ 3,600.00            |
| Pet Waste Station                                 | 6       | \$ 450.00     | \$ 2,700.00            |
| Fitness Stations (4 total stations)               | 1       | \$ 5,000.00   | \$ 5,000.00            |
| Parking Lot Asphalt (sq. ft.)                     | 196,000 | \$ 3.25       | \$ 637,000.00          |
| Parking Lot Curb/Gutter (Ln. ft.)                 | 7,500   | \$ 25.00      | \$ 187,500.00          |
| Parking Lot 6' Side Walk (Ln. ft.)                | 7,500   | \$ 35.00      | \$ 262,500.00          |
| Internal 6' Concrete Sidewalk (Ln. ft.)           | 4,060   | \$ 35.00      | \$ 142,100.00          |
| Internal 4' Concrete Sidewalk (Ln. ft.)           | 2,500   | \$ 25.00      | \$ 62,500.00           |
| Internal Concrete Flatwork (sq. ft.)              | 27,000  | \$ 7.50       | \$ 202,500.00          |
| Amphitheater Cut and Fill                         | 15,000  | \$ 4.00       | \$ 60,000.00           |
| Landscape Grass (sq. ft.)                         | 750,000 | \$ 2.35       | \$ 1,762,500.00        |
| Landscape 2" Caliper Trees                        | 182     | \$ 450.00     | \$ 81,900.00           |
| Landscape 5 gal. Bushes                           | 600     | \$ 80.00      | \$ 48,000.00           |
| <b>TOTAL</b>                                      |         |               | <b>\$ 4,779,000.00</b> |

**COMMUNITY CITY PARK – 25.2 ACRES**



- 8 lighted pickle ball courts
- 2 lighted basketball sport courts
- Grass area for three full-sized soccer fields
- One child sized soccer field
- Large and colorful themed destination playground focused on sensory, music and imaginative play.
- 2 Large 30 X 40 pavilion with tables and BBQ Grills
- Designated food-truck lane.
- 4 smaller separate pavilions with tables
- 4 Exercise stations along the walk ways
- Amphitheater area for live music/performances
- 3 bathroom and drinking fountain facilities
- 6 dog waste stations
- 12 trash receptacles
- 6 benches
- 200,000 sq. ft. parking (570 spaces)
- 8,500 ft. of sidewalks
- Approximately 16 acres of landscaped areas



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## Community Park

Three bathroom facilities built as pictured below and includes two bathroom user stations on each side (4 total for each bathroom facility):



Eight lighted post tension, concrete surface pickle ball courts with fence as pictured below (retaining walls not needed or included):



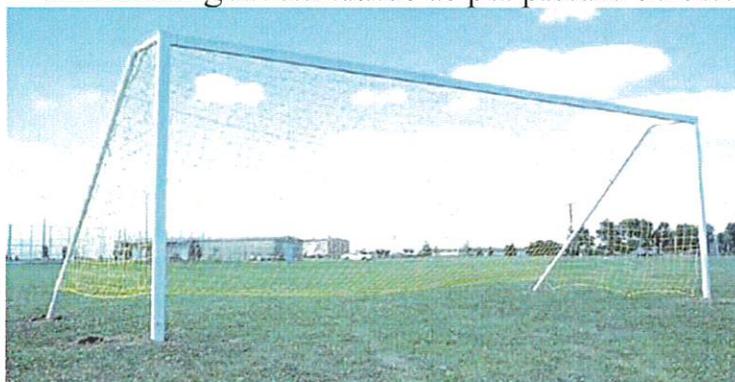
Two post tension, concrete surface basketball/sports courts as pictured below:



Three 2-bench shade structures for the pickleball and sports court areas as per picture below:

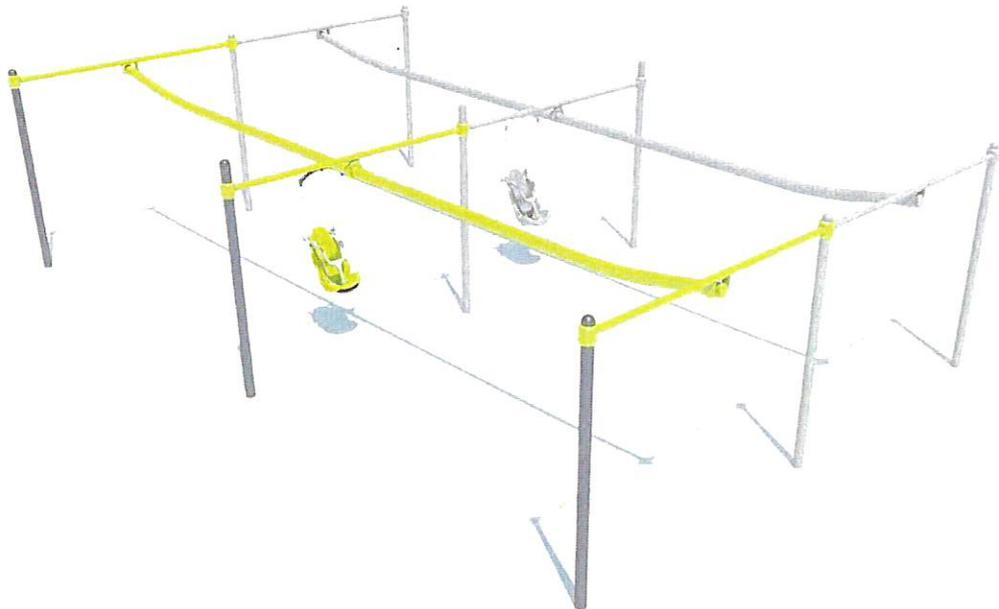
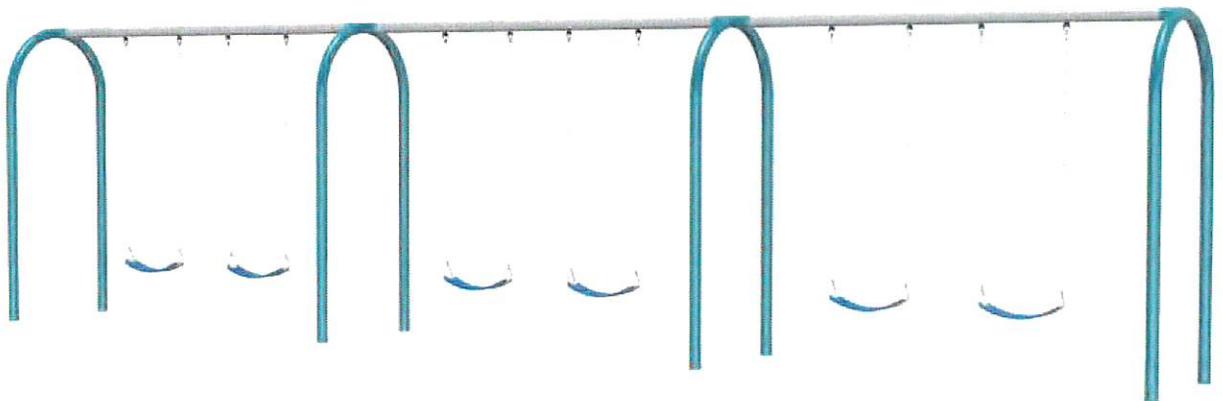


Six soccer goal standards as per picture below:



Playground area with a variety of equipment included. The following pictures below are the included equipment:





Two 30'X40' pavilions built as per the picture below:



Four 20'X20' pavilions built as per the picture below:



Twenty picnic tables as per the picture below:

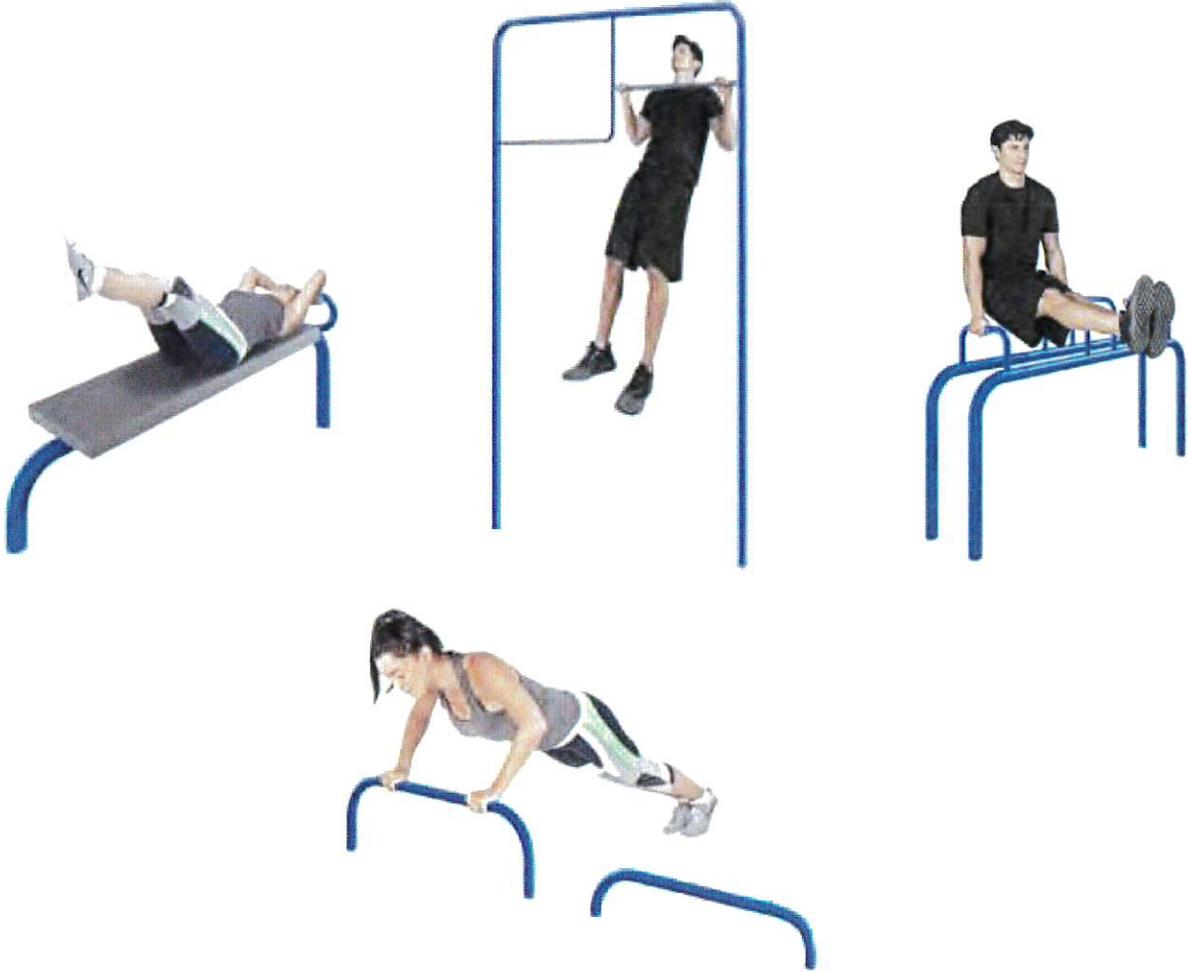




Four BBQ stations, twelve trash receptacles, six park benches and six pet waste stations as pictured below:



Four fitness stations for a variety of activities as pictured below:



## FOOTHILL PARK

| Description                              | Qty     | Cost/Ea       | Total                |
|--|---------|---------------|----------------------|
| 20x20 Small Pavilion                     | 4       | \$ 30,000.00  | \$ 120,000.00        |
| Picnic Table                             | 8       | \$ 1,200.00   | \$ 9,600.00          |
| Fire Pit                                 | 4       | \$ 850.00     | \$ 3,400.00          |
| BBQ Grill                                | 4       | \$ 400.00     | \$ 1,600.00          |
| Trash Receptacle                         | 4       | \$ 500.00     | \$ 2,000.00          |
| Pet Waste Station                        | 2       | \$ 450.00     | \$ 900.00            |
| 9 Hole Disc Golf (Equipment and Install) | 1       | \$ 15,000.00  | \$ 15,000.00         |
| Park Bench @ overlook hike.              | 1       | \$ 1,200.00   | \$ 1,200.00          |
| Roadway Clearing and Grubbing (sq. ft.)  | 25,000  | \$ 0.50       | \$ 12,500.00         |
| Roadway Gravel (sq. ft.)                 | 25,000  | \$ 1.00       | \$ 25,000.00         |
| Highline Canal Crossing                  | 1       | \$ 400,000.00 | \$ 400,000.00        |
| Clearing and Grubbing Frisbee            | 100,000 | \$ 0.50       | \$ 50,000.00         |
| Native Restoration (seed) Frisbee        | 100,000 | \$ 1.00       | \$ 100,000.00        |
| Mountain Bike Trail (Ln. Ft.)            | 8,000   | \$ 7.00       | \$ 56,000.00         |
| Hiking Trails (Ln. Ft.)                  | 8,000   | \$ 5.00       | \$ 40,000.00         |
| <b>TOTAL</b>                             |         |               | <b>\$ 837,200.00</b> |

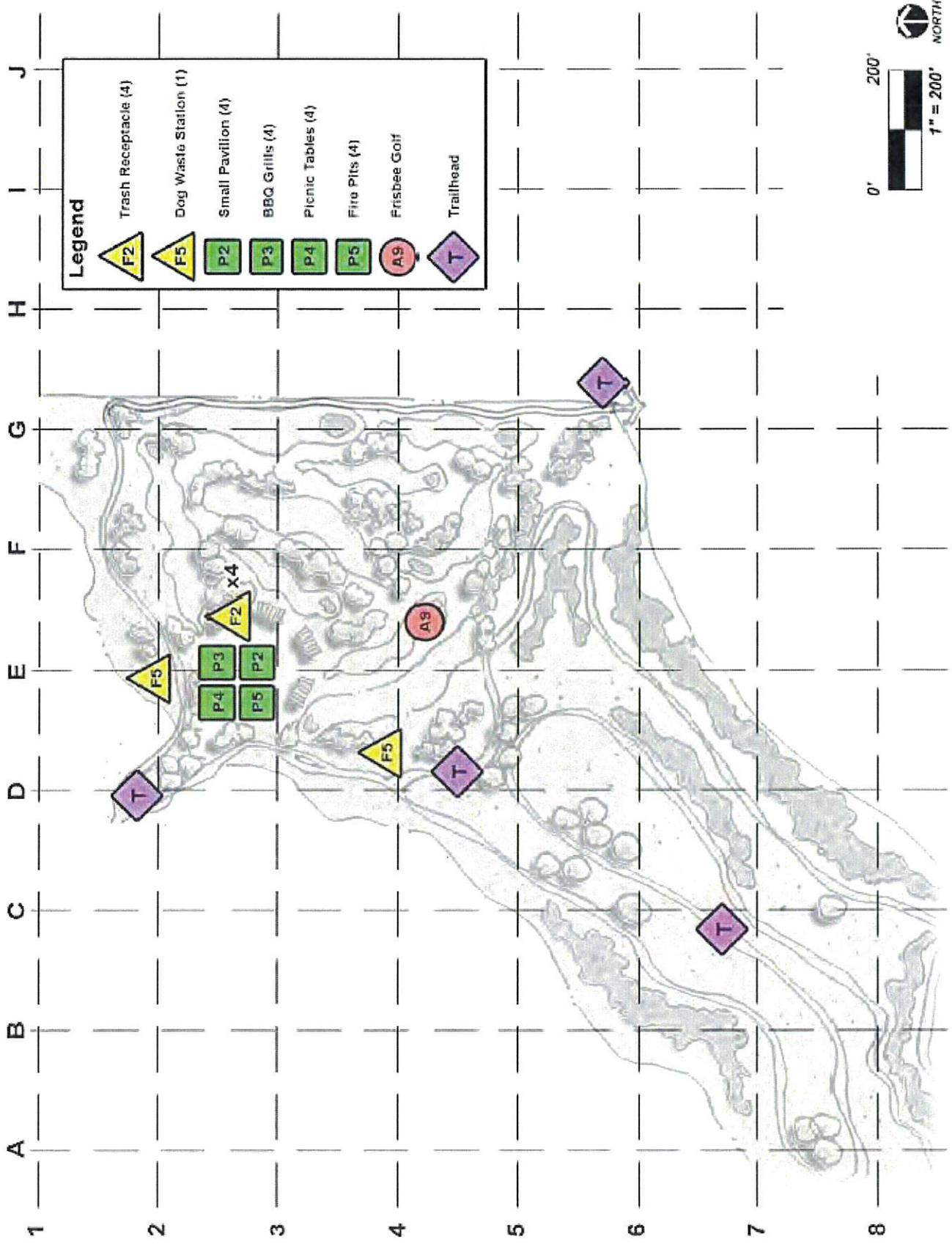
## FOOTHILLS PARK - 29.2 ACRES



- 4 picnic areas with small pavilions
- Tables, fire pits and BBQ grills and trash receptacles
- Dog friendly park with 2 pet waste stations
- Frisbee golf 9-hole course
- 1.5 miles of mountain bike trails
- 1.5 miles of hiking trails connecting to native open space



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## Foothill Park

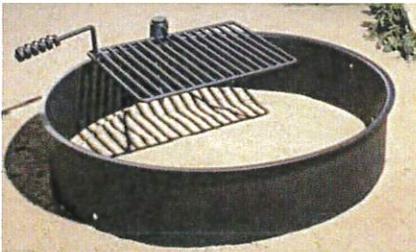
Four 20'X20' pavilions built as per the picture below:



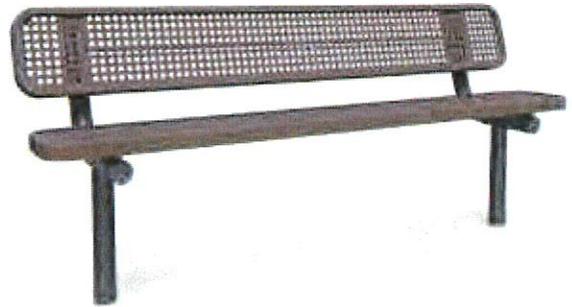
Eight picnic tables as per the picture below:



Four fire pits, BBQ stations and trash receptacles as pictured below:



Two pet waste stations and one park bench included as pictured below:



9-Hole frisbee golf course:



## FOOTHILL TRAILHEAD PARK

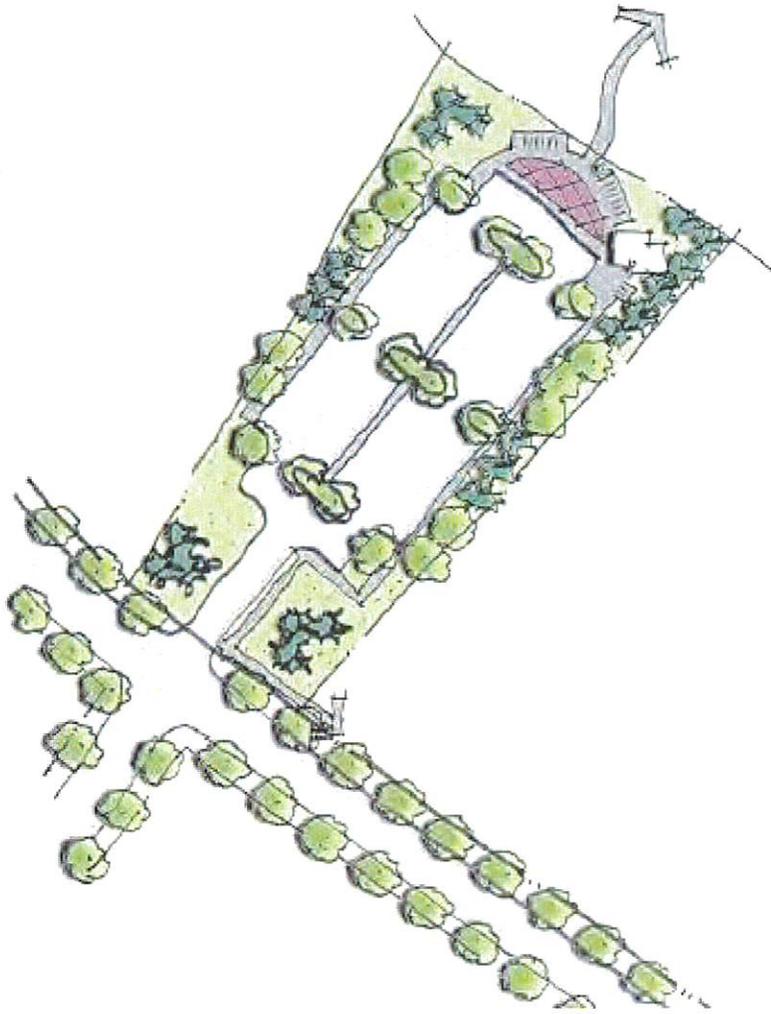
| Description                                    | Qty    | Cost/Ea      | Total                |
|--|--------|--------------|----------------------|
| Restroom Facility with Hi-Lo Drinking Fountain | 1      | \$ 72,000.00 | \$ 72,000.00         |
| Trash Receptacle                               | 2      | \$ 500.00    | \$ 1,000.00          |
| Pet Waste Station                              | 1      | \$ 450.00    | \$ 450.00            |
| Dog Watering Station (3-Way Pedestal)          | 1      | \$ 4,500.00  | \$ 4,500.00          |
| Bench  | 2      | \$ 600.00    | \$ 1,200.00          |
| Bike Repair Station                            | 1      | \$ 2,500.00  | \$ 2,500.00          |
| Kiosk w/ Trails Map                            | 1      | \$ 5,000.00  | \$ 5,000.00          |
| City Utility Access Gate                       | 1      | \$ 4,000.00  | \$ 4,000.00          |
| Parking Lot Asphalt (sq. ft.)                  | 30,000 | \$ 3.25      | \$ 97,500.00         |
| Parking Lot Curb/Gutter (Ln. ft.)              | 1,665  | \$ 25.00     | \$ 41,625.00         |
| Parking Lot 6' Side Walk (Ln. ft.)             | 1,000  | \$ 35.00     | \$ 35,000.00         |
| Internal 4' Concrete Sidewalk (Ln. ft.)        | 200    | \$ 25.00     | \$ 5,000.00          |
| Internal Concrete Flatwork (sq. ft.)           | 1,150  | \$ 7.50      | \$ 8,625.00          |
| Landscape Grass (sq. ft.)                      | 2,000  | \$ 2.35      | \$ 4,700.00          |
| Landscape 2" Caliper Trees                     | 56     | \$ 450.00    | \$ 25,200.00         |
| Landscape 5 gal. Bushes                        | 150    | \$ 80.00     | \$ 12,000.00         |
| <b>TOTAL</b>                                   |        |              | <b>\$ 320,300.00</b> |



**FOOTHILLS TRAILHEAD PARK - 1.7 ACRES**



- Bathroom facilities and water source
- 1 pet waste station and 2 benches
- Kiosk with trail maps and a bike repair/tune-up station
- Parking for 20 vehicles
- Approximately .5 acres of landscaping
- Trail to the Foothill Park



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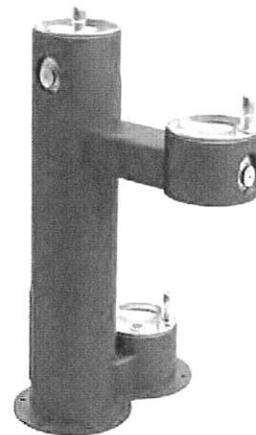


## Foothill Trailhead Park

One bathroom facility built as pictured below and includes two bathroom user stations on each side (4 total user stations):



Two trash receptacles, one pet waste station and one pet watering station as pictured below:



Two park benches as pictured below:



One bike repair station and one trail map kiosk as pictured below:



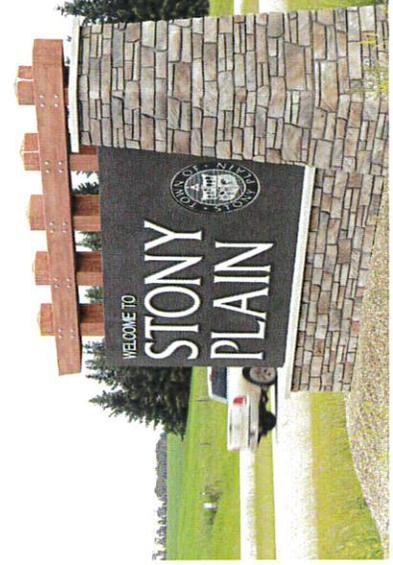
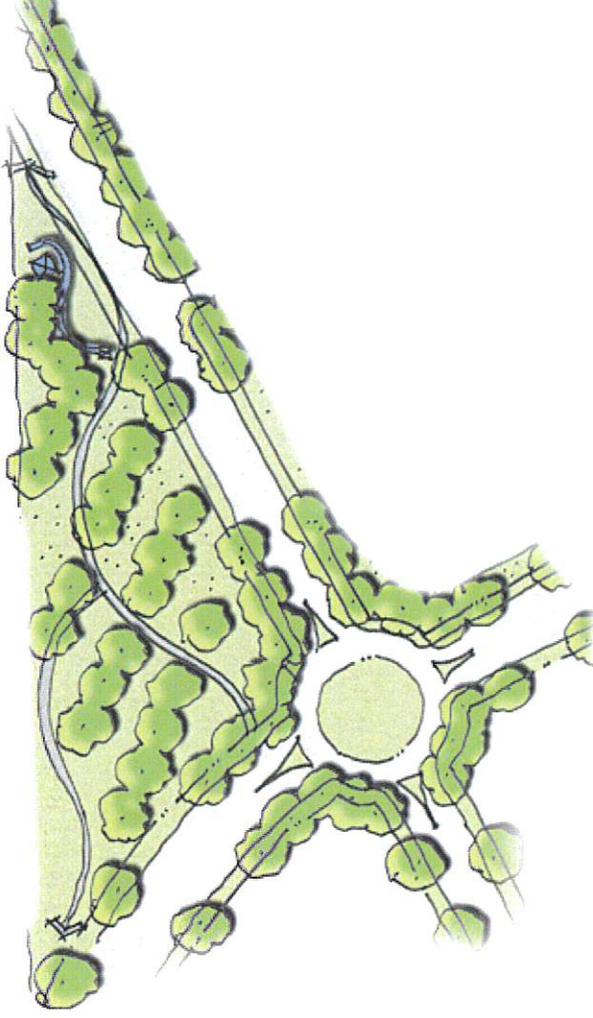
## AGRARIAN PARK

| Description                             | Qty    | Cost/Ea      | Total                |
|---|--------|--------------|----------------------|
| City Welcome Monument                   | 1      | \$ 18,000.00 | \$ 18,000.00         |
| Bench                                   | 2      | \$ 500.00    | \$ 1,000.00          |
| Trash Receptacle                        | 1      | \$ 500.00    | \$ 500.00            |
| Pet Waste Station                       | 1      | \$ 450.00    | \$ 450.00            |
| Internal 4' Concrete Sidewalk (Ln. ft.) | 748    | \$ 25.00     | \$ 18,700.00         |
| Landscape Grass (sq. ft.)               | 74,000 | \$ 2.35      | \$ 173,900.00        |
| Landscape 2" Caliper Trees              | 40     | \$ 450.00    | \$ 18,000.00         |
| Landscape 5 gal. Bushes                 | 100    | \$ 80.00     | \$ 8,000.00          |
| <b>TOTAL</b>                            |        |              | <b>\$ 238,550.00</b> |

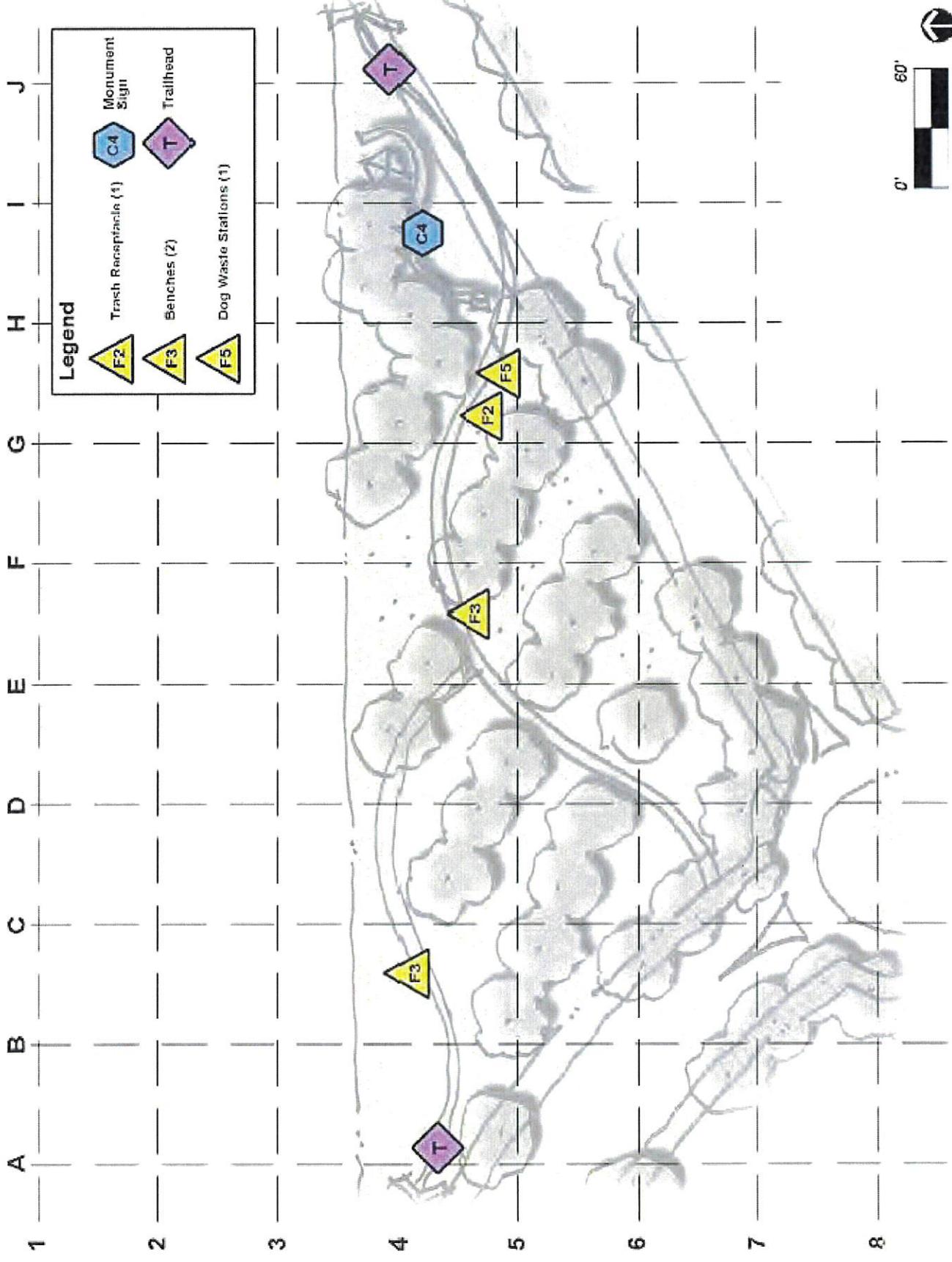
## AGRARIAN PARK – 1.7 ACRES



- "Welcome to Salem City" Monument
- Orchard-style trees
- Walking paths and natural vegetation gardens
- 2 benches, one trash and pet waste station
- Approximately 2 acres of landscaping
- 1,000 ft. of concrete walks



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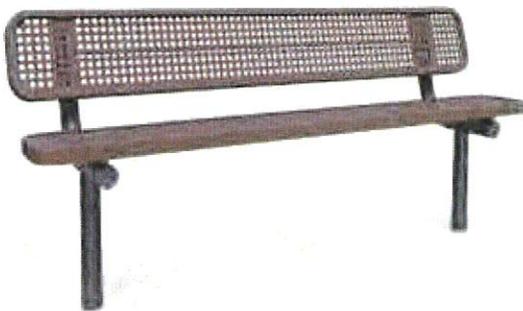


# Agrarian Park

Custom designed “Welcome to Salem City” monument. Like the one pictured below:



Two park benches, one trash receptacle and one pet waste station as pictured below:





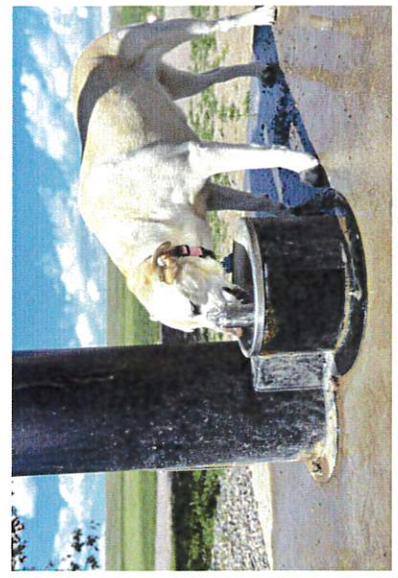
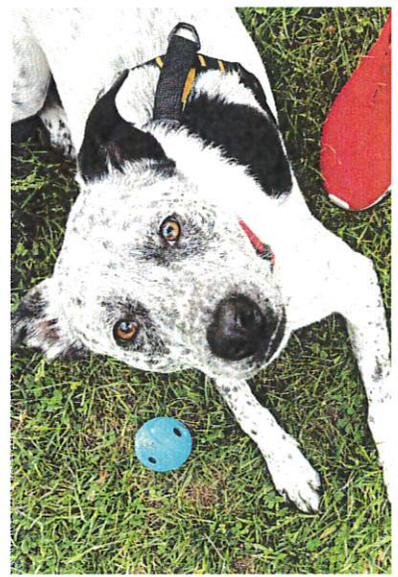
## CENTRAL DOG PARK

| Description   | Qty    | Cost/Ea      | Total                |
|---|--------|--------------|----------------------|
| Fencing and Gates - Black coated 9-gauge chain link | 1      | \$ 50,000.00 | \$ 50,000.00         |
| Dog Agility and Play Equipment                      | 1      | \$ 20,000.00 | \$ 20,000.00         |
| Small Dog Agility and Play Equipment                | 1      | \$ 12,000.00 | \$ 12,000.00         |
| Dog Watering Station (3-Way Pedestal)               | 2      | \$ 4,500.00  | \$ 9,000.00          |
| Bench   | 2      | \$ 600.00    | \$ 1,200.00          |
| Trash Receptacles                                   | 3      | \$ 500.00    | \$ 1,500.00          |
| Pet Waste Station                                   | 3      | \$ 450.00    | \$ 1,350.00          |
| Small Shade Structures w/ Benches                   | 4      | \$ 13,200.00 | \$ 52,800.00         |
| Parking Lot Asphalt (sq. ft.)                       | 20,000 | \$ 3.25      | \$ 65,000.00         |
| Parking Lot Curb/Gutter (Ln. ft.)                   | 550    | \$ 25.00     | \$ 13,750.00         |
| Internal 4' Concrete Sidewalk (Ln. ft.)             | 550    | \$ 25.00     | \$ 13,750.00         |
| Internal Concrete Flatwork (sq. ft.)                | 8,500  | \$ 7.50      | \$ 63,750.00         |
| Landscape Grass (sq. ft.)                           | 40,000 | \$ 2.35      | \$ 94,000.00         |
| Landscape 2" Caliper Trees                          | 60     | \$ 450.00    | \$ 27,000.00         |
| Landscape 5 gal. Bushes                             | 60     | \$ 80.00     | \$ 4,800.00          |
| <b>TOTAL</b>  |        |              | <b>\$ 429,900.00</b> |

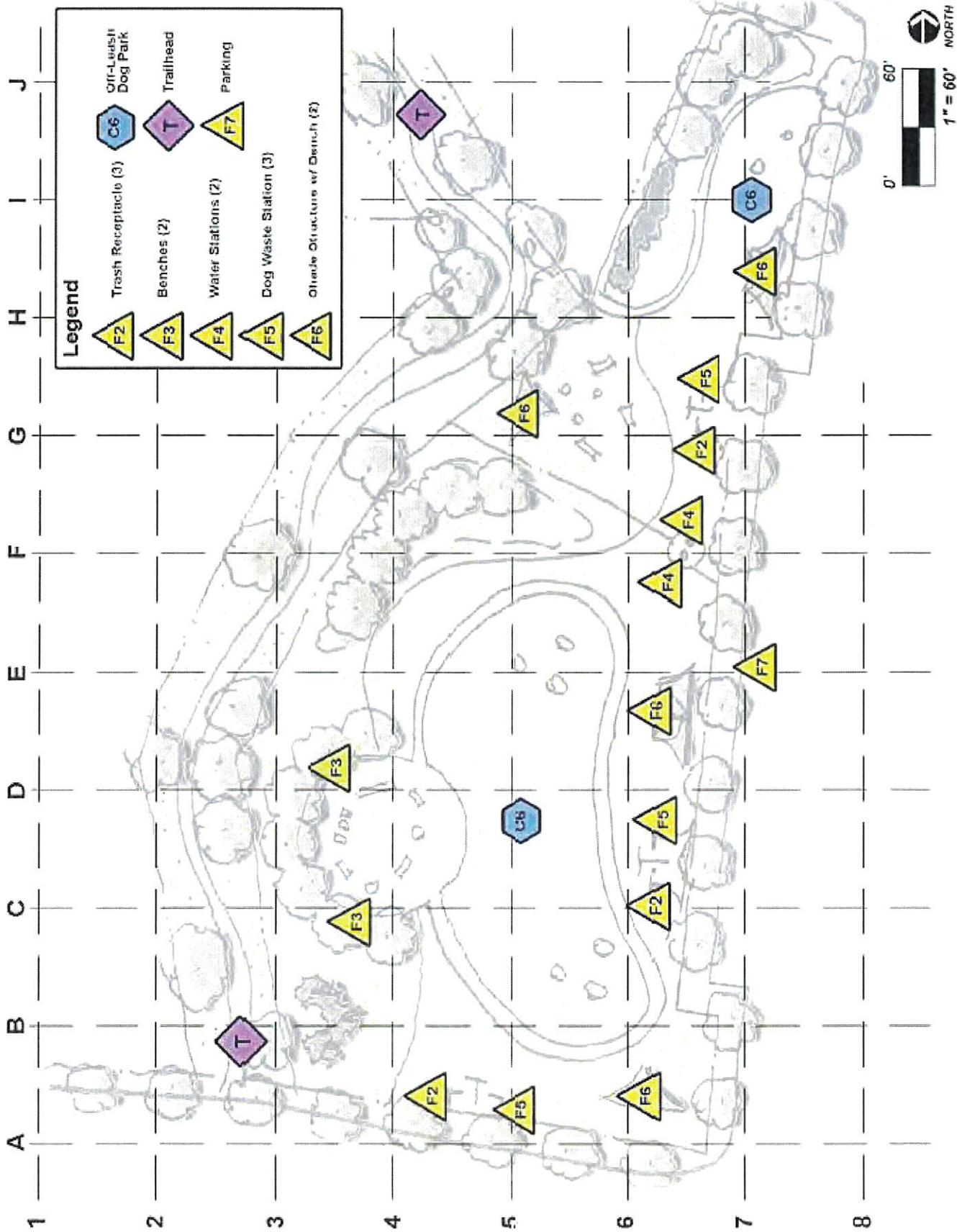
**CENTRAL DOG PARK – 2.2 ACRES**



- Dedicated and fenced off-leash park
- Separated small dog area
- Agility, training and play features designed for dogs
- 2 watering stations
- 4 shaded park benches
- 2 park benches
- Waste and trash receptacles
- Approximately 1 acre of landscaped area
- Shade trees and the
- Remaining land left as native
- Includes 10,000 sq. ft. of parking



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## Central Dog Park

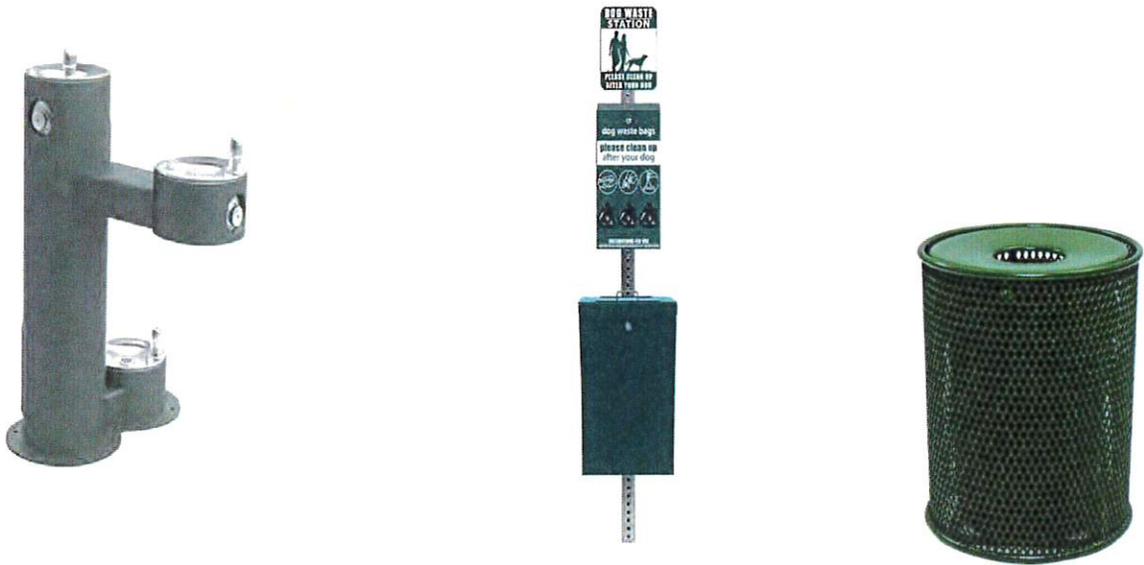
Park is surrounded with black coated 9-gauge chain link fencing with three entry gate locations as pictured below:



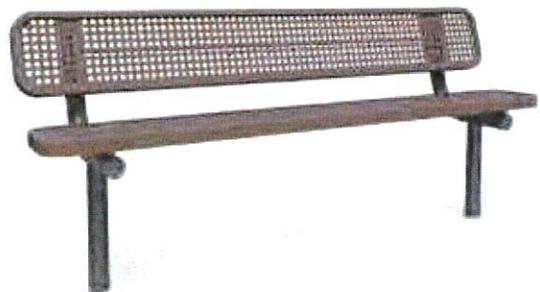
Dog agility and park equipment for both the small dog area and the larger dog area (2 of each) to be installed as pictured below:



Two pet watering stations, three pet waste stations and three trash receptacles as pictured below:



Four shaded park benches with two additional standalone park benches as pictured below:



## WELL-SPRING PARK

| Description                                     | Qty     | Cost/Ea      | Total                |
|---|---------|--------------|----------------------|
| Restroom Facility with Hi-Lo Drinking Fountain  | 1       | \$ 72,000.00 | \$ 72,000.00         |
| Large Bicycle Pump Track                        | 1       | \$ 65,000.00 | \$ 65,000.00         |
| PT Pickleball Court w/Lights and Fence          | 2       | \$ 40,000.00 | \$ 80,000.00         |
| Shade Structure with 2/Benches between Courts   | 1       | \$ 21,000.00 | \$ 21,000.00         |
| Sand Volleyball Court (poles and net)           | 1       | \$ 5,000.00  | \$ 5,000.00          |
| 9-Hole Disc Golf (Equipment, Tee Pads, Signage) | 1       | \$ 15,000.00 | \$ 15,000.00         |
| Medium Playground w/EWF                         | 1       | \$ 80,000.00 | \$ 80,000.00         |
| 20x20 Small Pavilion                            | 1       | \$ 30,000.00 | \$ 30,000.00         |
| Picnic Table                                    | 2       | \$ 1,200.00  | \$ 2,400.00          |
| Pet Waste Station                               | 2       | \$ 450.00    | \$ 900.00            |
| Trash Receptacle                                | 4       | \$ 500.00    | \$ 2,000.00          |
| BBQ Grill                                       | 1       | \$ 400.00    | \$ 400.00            |
| Parking Lot Asphalt (sq. ft.)                   | 24,800  | \$ 3.25      | \$ 80,600.00         |
| Parking Lot Curb/Gutter (Ln. ft.)               | 1,190   | \$ 25.00     | \$ 29,750.00         |
| Parking Lot 6' Side Walk (Ln. ft.)              | 1,190   | \$ 35.00     | \$ 41,650.00         |
| Internal 4' Concrete Sidewalk (Ln. ft.)         | 550     | \$ 25.00     | \$ 13,750.00         |
| Internal Concrete Flatwork (sq. ft.)            | 2,680   | \$ 7.50      | \$ 20,100.00         |
| Landscape Grass (sq. ft.)                       | 140,000 | \$ 2.35      | \$ 329,000.00        |
| Landscape 2" Caliper Trees                      | 106     | \$ 450.00    | \$ 47,700.00         |
| Landscape Bushes                                | 300     | \$ 80.00     | \$ 24,000.00         |
| Sand Volleyball Pit (80' 50')                   | 1       | \$ 20,000.00 | \$ 20,000.00         |
| <b>TOTAL</b>                                    |         |              | <b>\$ 980,250.00</b> |

**WELL SPRING PARK – 4.7 ACRES**



- Huge bicycle pump track
- 2 lighted pickle ball courts
- 1 sand volley ball court
- Playground area
- 4 benches
- Small pavilion with picnic tables
- 1 pet waste station
- 50,000 sq. ft. parking lot
- 3 acres of landscaped area
- Frisbee golf court
- Bathroom/drinking fountain

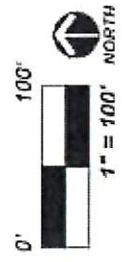
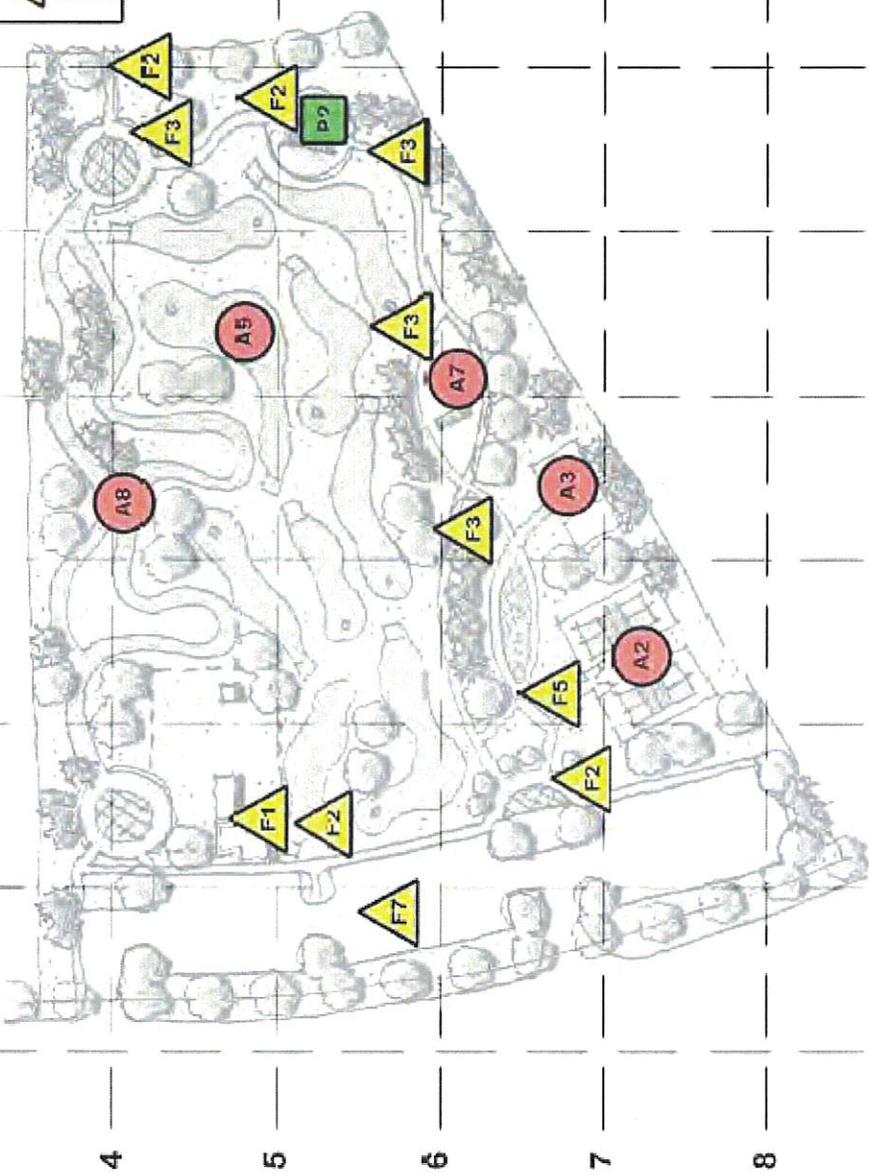


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1 2 3 4 5 6 7 8 A B C D E F G H I J

**Legend**

|   |                       |   |                   |
|---|-----------------------|---|-------------------|
|  | Bathrooms (1)         |  | Pickleball Courts |
|  | Trash Receptacles (3) |  | Volleyball Court  |
|  | Benches (4)           |  | Playground        |
|  | Dog Waste Station (1) |  | Bump Track        |
|  | Parking Lot           |  | Frisbee Golf      |
|  | Small Pavilion (1)    |   |                   |



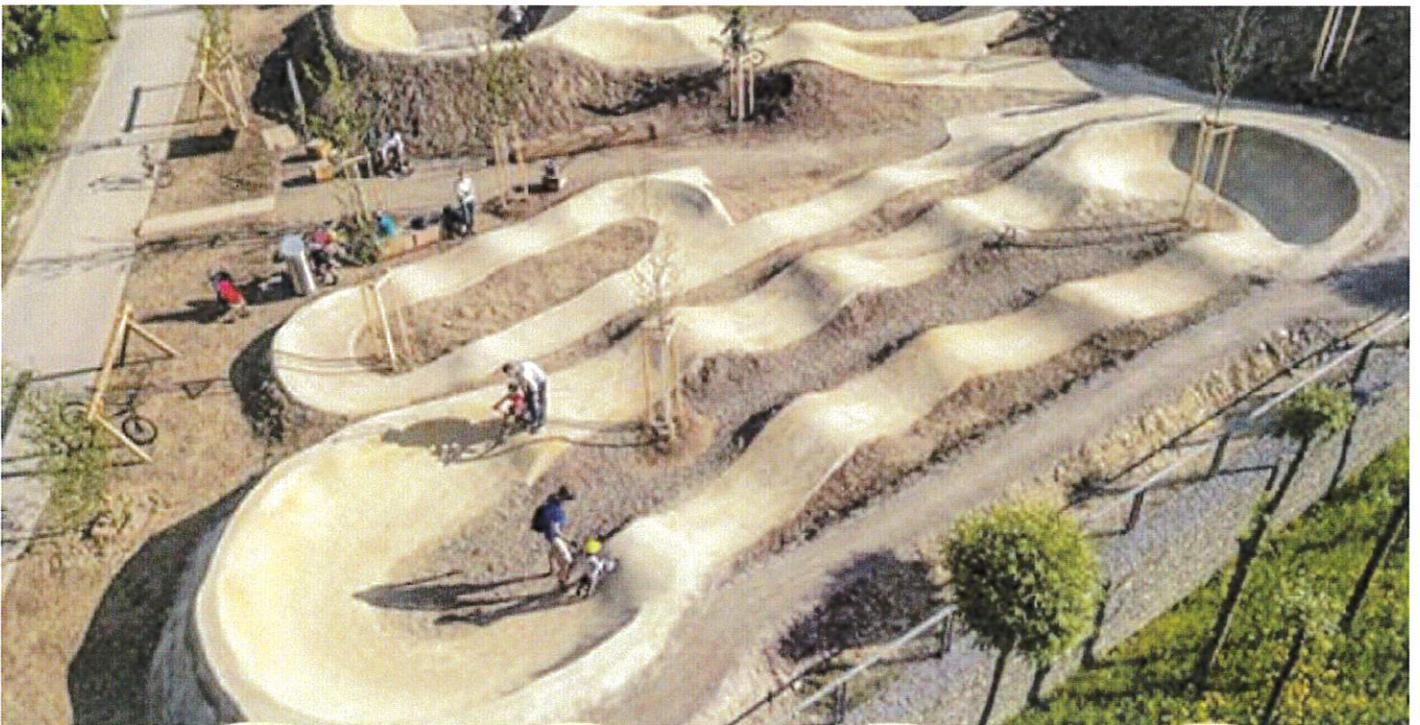


## Well Spring Park

One bathroom facility built as pictured below and includes two bathroom user stations on each side (4 total user stations):



Large bicycle pump track as pictured below:



Two lighted post tension pickle ball courts with fence as pictured below (retaining walls not needed or included):



One 2-bench shade structure as per picture below:



One sand volleyball court and a 9-hole frisbee golf course as per picture below:



Playground equipment installed as per picture below:



One 20'X20' pavilion, two picnic tables, one BBQ grill, two pet waste stations, four trash receptacles and two park benches as pictured below:



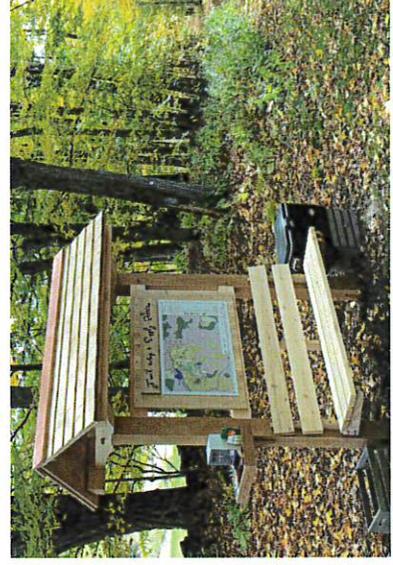
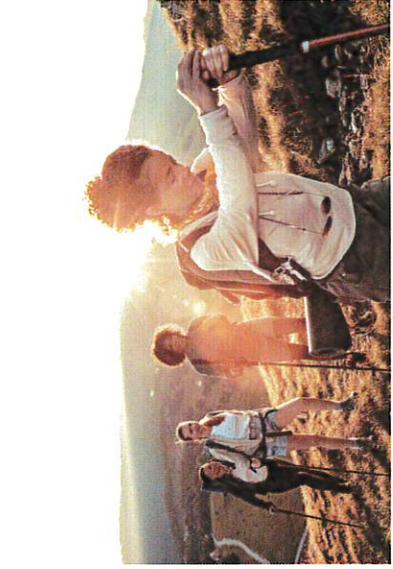
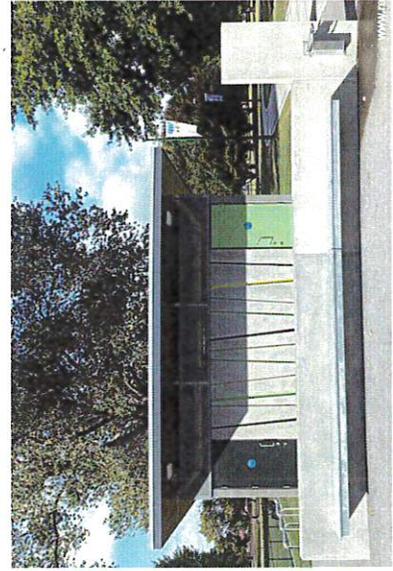
## TRAILHEAD PARK

| Description                                    | Qty    | Cost/Ea      | Total                |
|--|--------|--------------|----------------------|
| Kiosk with Maps                                | 1      | \$ 5,000.00  | \$ 5,000.00          |
| Pet Waste Station                              | 1      | \$ 450.00    | \$ 450.00            |
| Trash Receptacle                               | 1      | \$ 500.00    | \$ 500.00            |
| Restroom Facility with Hi-Lo Drinking Fountain | 1      | \$ 72,000.00 | \$ 72,000.00         |
| Dog Watering Station (3-Way Pedestal)          | 1      | \$ 4,500.00  | \$ 4,500.00          |
| Parking Lot Asphalt (sq. ft.)                  | 6,200  | \$ 3.25      | \$ 20,150.00         |
| Parking Lot Curb/Gutter (Ln. ft.)              | 460    | \$ 25.00     | \$ 11,500.00         |
| Parking Lot 6' Side Walk (Ln. ft.)             | 730    | \$ 35.00     | \$ 25,550.00         |
| Internal 4' Concrete Sidewalk (Ln. ft.)        | -      | \$ 25.00     | \$ -                 |
| Internal Concrete Flatwork (sq. ft.)           | -      | \$ 7.50      | \$ -                 |
| Landscape Grass (sq. ft.)                      | 24,600 | \$ 2.35      | \$ 57,810.00         |
| Landscape 2" Calliper Trees                    | 30     | \$ 450.00    | \$ 13,500.00         |
| Landscape 5 gal. Bushes                        | 100    | \$ 80.00     | \$ 8,000.00          |
| <b>TOTAL</b>                                   |        |              | <b>\$ 218,960.00</b> |

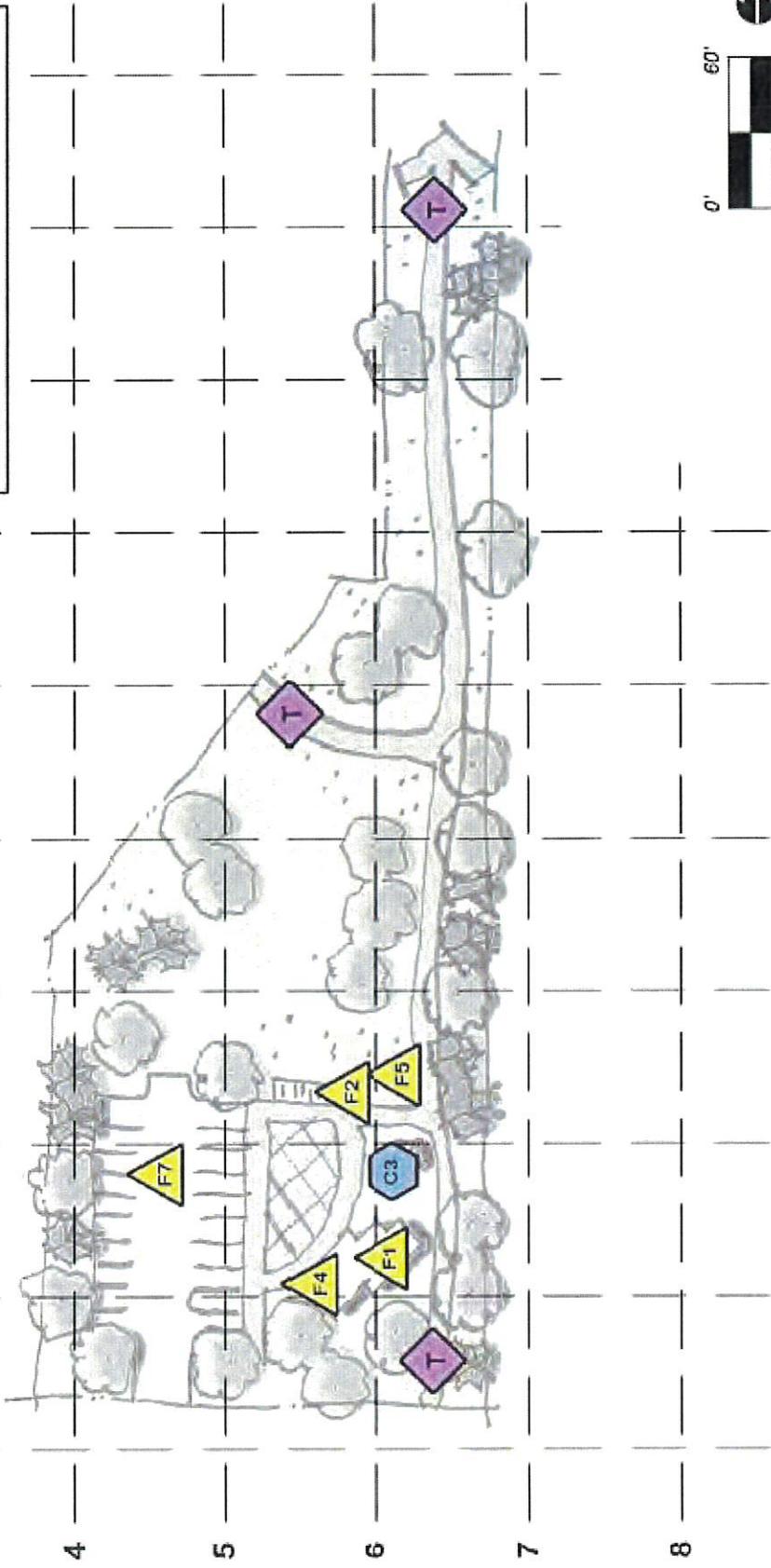
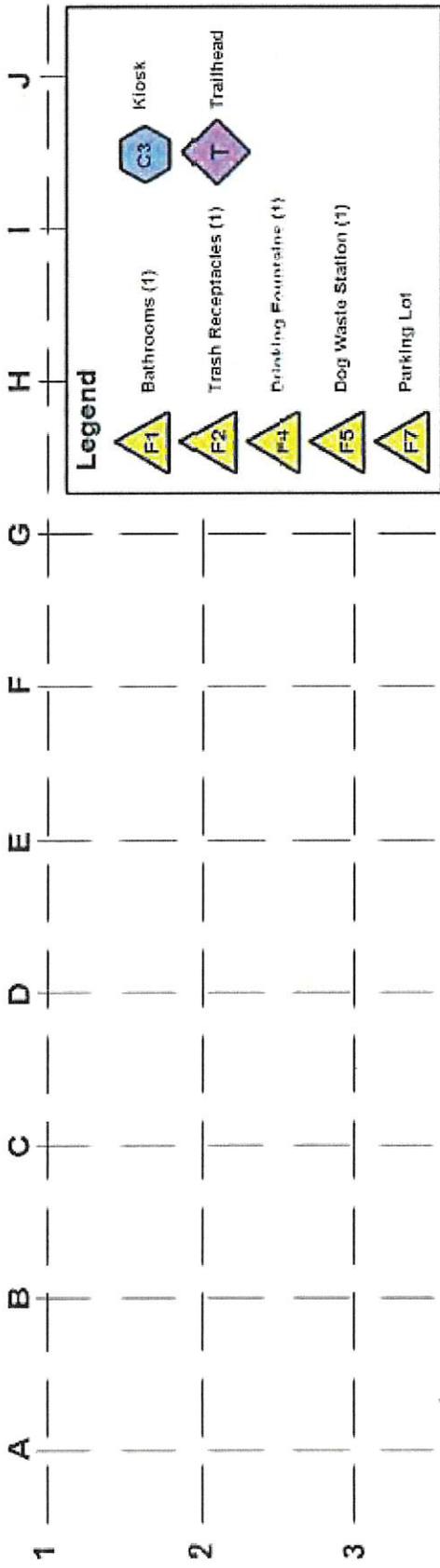
## TRAILHEAD PARK - 1.1 ACRES



- 5,000 sq. ft. parking lot
- Kiosk with maps
- Pet waste and trash receptacles
- Bathrooms with drinking fountain
- Approx. 0.5 acres of landscaping



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# Trail Head Park

One bathroom facility built as pictured below:



One trail map kiosk as pictured below:



One pet waste station, trash receptacle and one pet water station as pictured below:

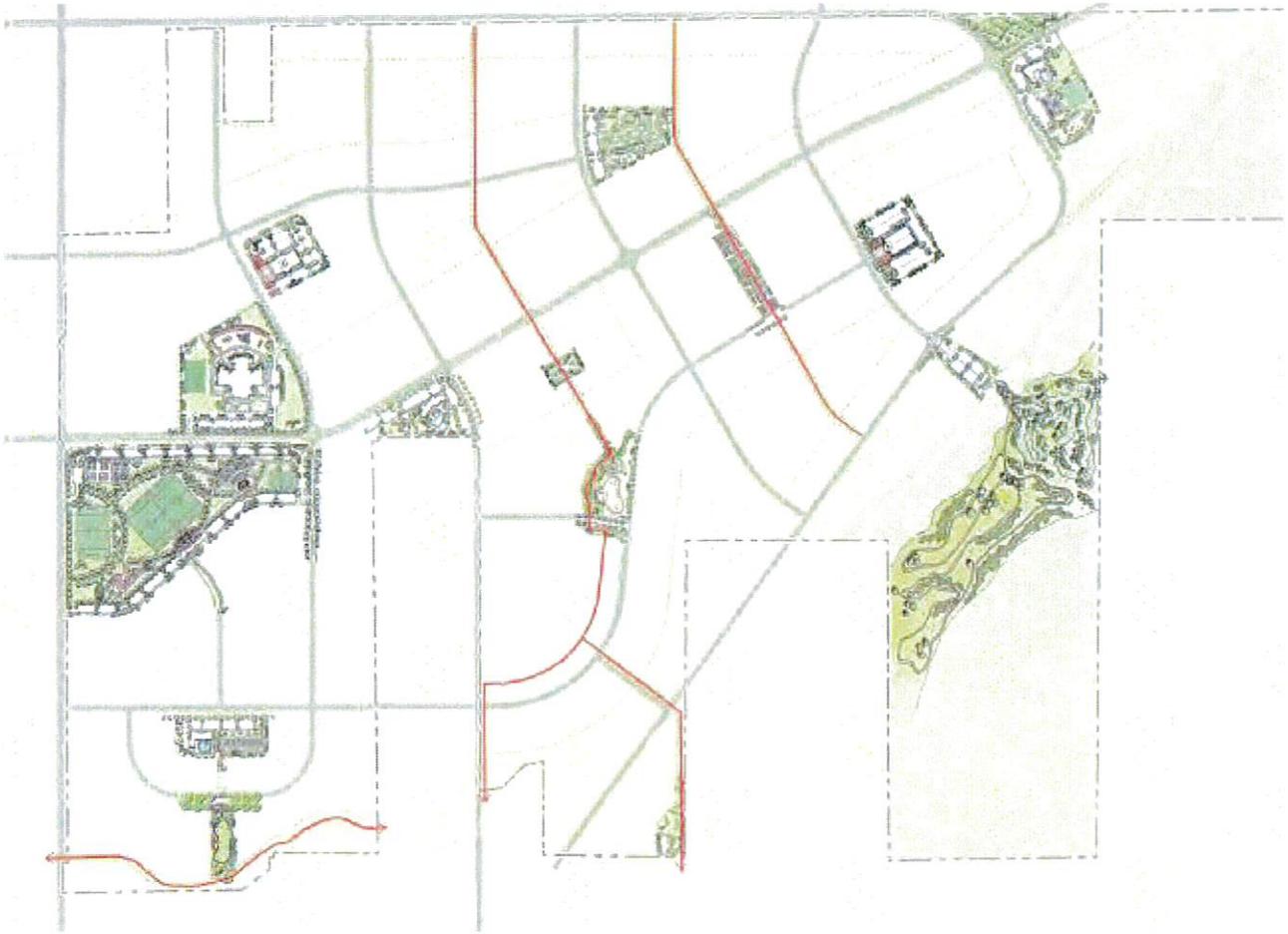


## INTERIOR TRAIL CORRIDORS - 3 miles of trails

| Description                | Qty     | Cost/Ea   | Total                  |
|----------------------------|---------|-----------|------------------------|
| Bench                      | 12      | \$ 600.00 | \$ 7,200.00            |
| Trash Receptacle           | 12      | \$ 500.00 | \$ 6,000.00            |
| Pet Waste Station          | 12      | \$ 450.00 | \$ 5,400.00            |
| Asphalt Trail 8' (sq. ft.) | 126,700 | \$ 3.80   | \$ 481,460.00          |
| Landscape Grass (sq. ft.)  | 418,000 | \$ 2.35   | \$ 982,300.00          |
| Landscape 2" Caliper Trees | 400     | \$ 450.00 | \$ 180,000.00          |
| Landscape 5 gal. Bushes    | 400     | \$ 80.00  | \$ 32,000.00           |
| <b>TOTAL</b>               |         |           | <b>\$ 1,694,360.00</b> |



3 miles of 8' wide asphalt trail in varying width landscaped trail corridors (9.5 acres):



Twelve pet waste stations and trash receptacles with twelve park benches as pictured below:



## BOULEVARD ROAD TRAIL - 1.3 miles

| Description                    | Qty    | Cost/Ea  | Total                |
|--------------------------------|--------|----------|----------------------|
| Asphalt Trail 10' (sq. ft.)    | 73,000 | \$ 4.80  | \$ 350,400.00        |
| 4' Xeroscape Planter (sq. ft.) | 29,600 | \$ 2.00  | \$ 59,200.00         |
| Landscape 5 gal. Bushes        | 500    | \$ 80.00 | \$ 40,000.00         |
| <b>TOTAL</b>                   |        |          | <b>\$ 449,600.00</b> |

## Boulevard Road Trail

The Boulevard Road Trail to be 12' wide asphalt trail to be located on the South side of the street and a 4' wide xeriscaped planter:



## Viridian Farm Amenities Budget Summary / Total

| Description  | Total                  |
|--|------------------------|
| Community Park (Parking Lot, Utilites and Rough Grade)   | \$ 1,147,000.00        |
| Community Park (Bathrooms, Pavilions, Pickleball, Basketball and Internal Concrete)                          | \$ 1,309,100.00        |
| Community Park (Playgrounds, Equipment, Permanent Structures and Features, Landscaping - Park 100% Complete) | \$ 2,322,900.00        |
| Foothill Park  | \$ 837,200.00          |
| Foothill Trailhead Park  | \$ 320,300.00          |
| Agrarian Park  | \$ 238,550.00          |
| Central Dog Park   | \$ 429,900.00          |
| Well Spring Park   | \$ 980,250.00          |
| Trailhead Park   | \$ 218,960.00          |
| Internal Trail Corridors   | \$ 1,694,360.00        |
| Powerhouse Road Trail  | \$ 449,600.00          |
| <b>TOTAL</b>   | <b>\$ 9,948,120.00</b> |

### Total Budget from Viridian Farm Park Impact Fees

| Description                              | Total                  |
|--|------------------------|
| Total Number of Units                    | 2004                   |
| Parks Impact Fee per Unit                | \$ 4,918.83            |
| <b>Total Parks Impact Fee Generation</b> | <b>\$ 9,857,335.32</b> |

## Viridian Farm Amenities Schedule

Authorizing and/or limiting building permits may be used by the city as a safety measure to ensure that the Master Developer installs City-dedicated amenities in a timely manner throughout the development process. The Community Park will begin as part of the very first phase of construction. A certain number of building permits will be available to be released to the developer once the final plat for those parks and building lots is approved by the city. The schedule below indicates the limited number of permits that will be available until the amenity milestone has been completed, inspected, and approved by the city.

| City Dedicated Parks/Amenities   | % of Total \$ | # of Units  | Development Schedule and Details   |
|--|---------------|-------------|--|
| Community Park (Parking Lot, Utilities and Rough Grade)  | 12%           | 231         | The Community Park will begin being constructed simultaneously with the first homes in the development. The City may limit building permit approval to 231 units until this phase of the park is completed.  |
| Community Park (Bathrooms, Pavilions, Pickleball, Basketball and Internal Concrete)                          | 13%           | 264         | The Community Park will begin being constructed simultaneously with the first homes in the development. The City may limit building permit approval to 264 additional units until this phase of the park is completed.   |
| Community Park (Playgrounds, Equipment, Permanent Structures and Features, Landscaping - Park 100% Complete) | 23%           | 468         | The Community Park will begin being constructed simultaneously with the first homes in the development. The City may limit building permit approval to 468 additional units until this phase of the park is completed.   |
| Foothill Park  | 8%            | 169         | The City may limit building permit approval to 169 additional units until the Foothill Park is completed.  |
| Central Dog Park   | 4%            | 87          | The City may limit building permit approval to 87 additional units until the Central Dog Park is completed.  |
| Well Spring Park   | 10%           | 197         | The City may limit building permit approval to 197 additional units until the Foothill Park is completed.  |
| Foothill Trailhead Park  | 3%            | 65          | The City may limit building permit approval to 65 additional units until the Foothill Trailhead Park is completed.   |
| Agrarian Park  | 2%            | 48          | The City may limit building permit approval to 48 additional units until the Agrarian Park is completed.   |
| Trailhead Park   | 2%            | 44          | The City may limit building permit approval to 44 additional units until the Trailhead Park is completed.  |
| Internal Trail Corridors   | 17%           | 342         | The City may limit building permit approval until portions of the Internal Trail Systems are completed. There are 3 miles of trails. 114 building permits shall be approvable for each mile of Internal Trails as they are completed. The trails are to be installed simultaneously with the adjacent phases of development being constructed.   |
| Boulevard Road Trail   | 5%            | 90          | The City may limit building permit approval until portions of the Internal Trail Systems are completed. There are 1.3 miles (or approx. 7,300 ft) of trail along the diagonal boulevard. 18 building permits shall be approvable for each 1/4-mile of Trail as it is completed. (The last two 1/4-mile sections shall earn 20 building permits.) The boulevard trail shall be completed simultaneously as the R.O.W. is constructed. |
| <b>TOTAL</b>   | <b>100%</b>   | <b>2004</b> |  |

## **Exhibit E**

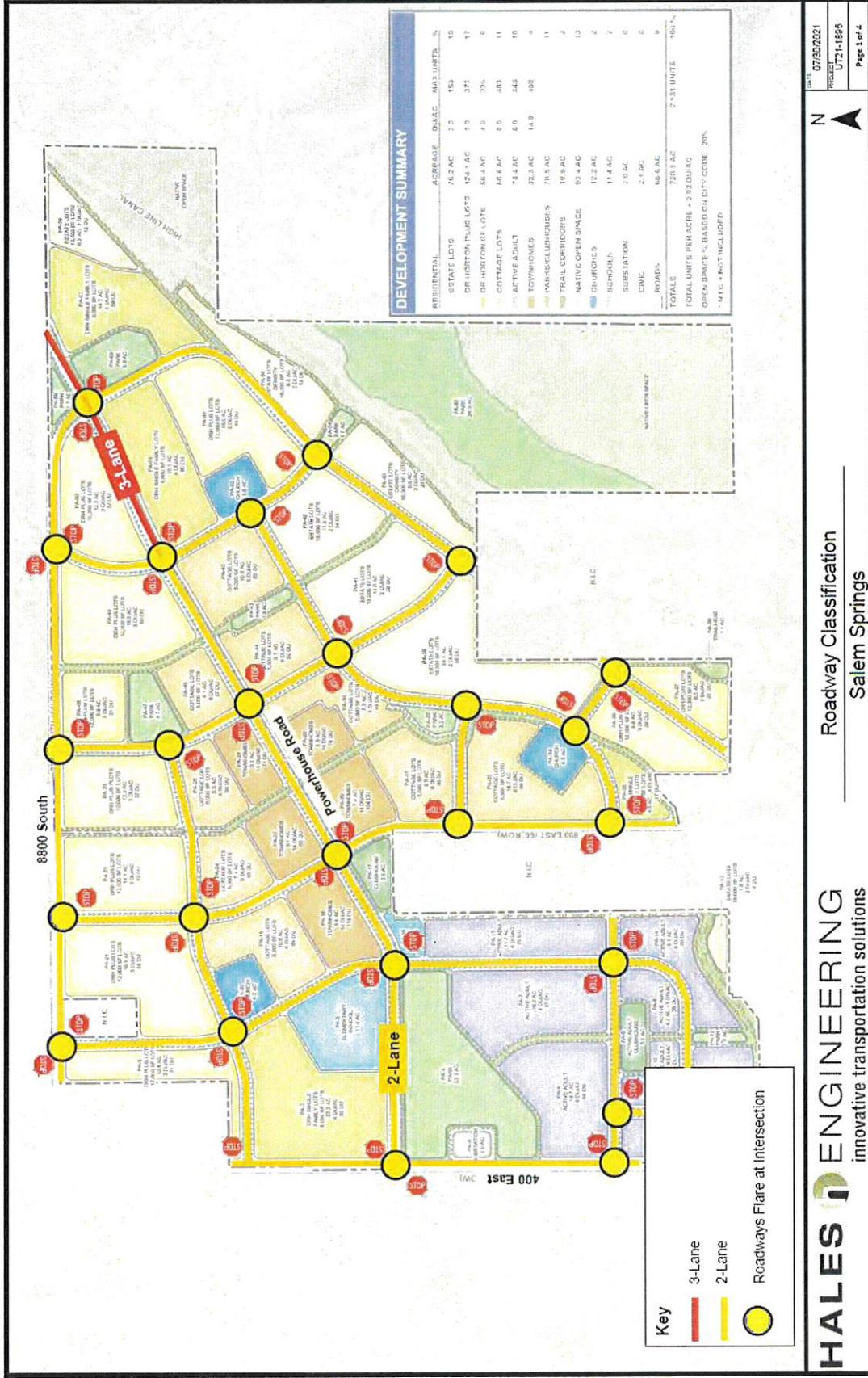
### **Building and Development Standards**

Master Developer shall follow the City's development and building standards as written in the City's development code. However, some differences shall be allowed regarding lot sizes, setbacks and road widths within the various product types and roadways. The following pages in this exhibit identify those areas of difference and describe and illustrate the details that shall be allowed.

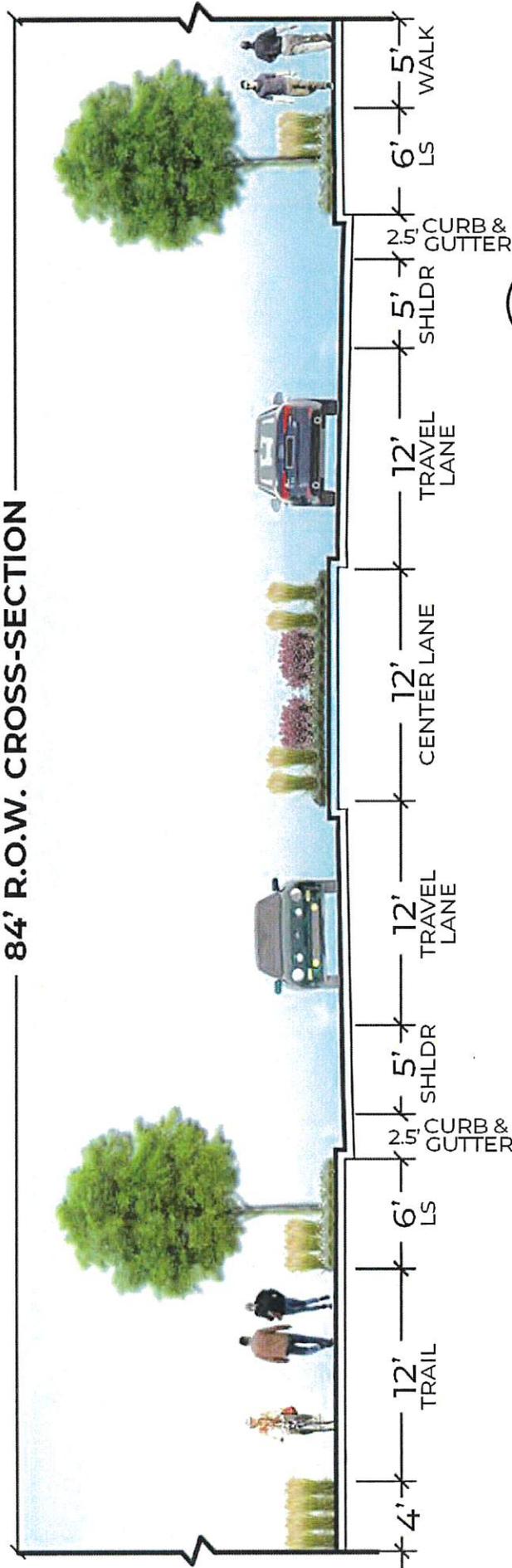
Master Developer and the City shall reasonably work together to design the landscape within the public portions of the Development Property with the goal to conserve water by including measures such as xeriscape and other water-wise methods.

## Section A: R.O.W. Street Profiles and Traffic Plan

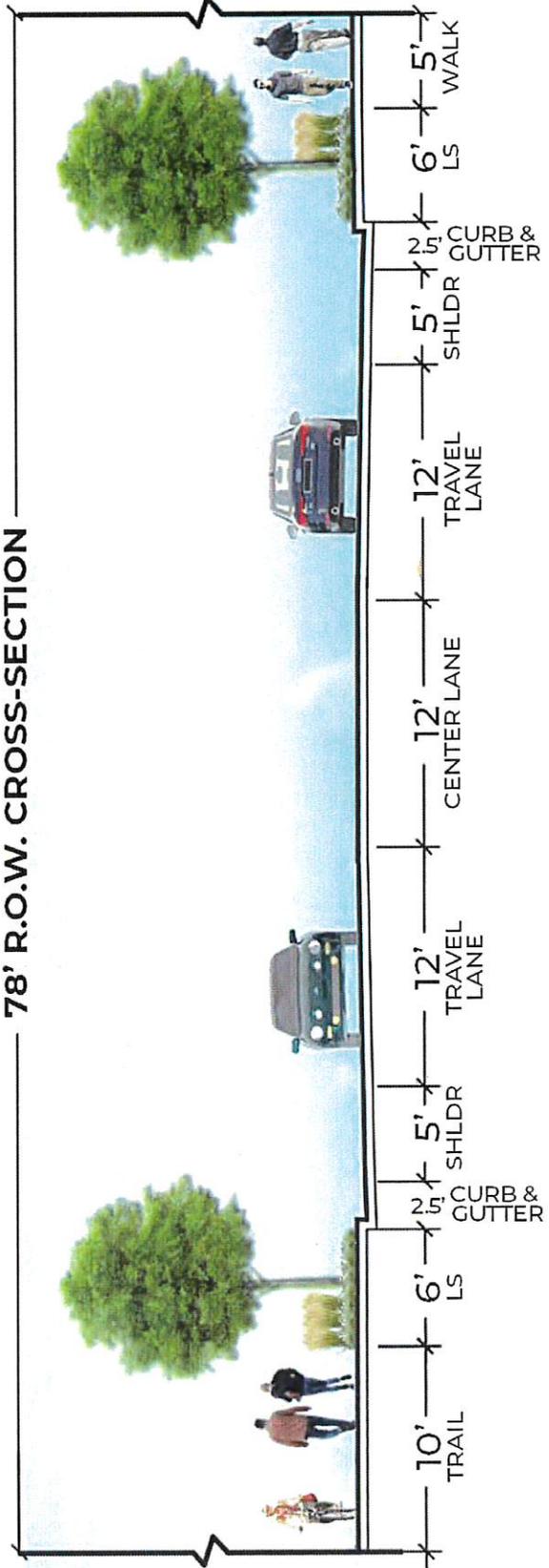
Based on a traffic study conducted by Hales Engineering, July 2021, the following suggested lanes, and intersection details were defined. The graphic below details the minimum number of lanes that would be required to meet a level of service that is identified as acceptable. For more information regarding the traffic impact study, please refer to the complete traffic study report.



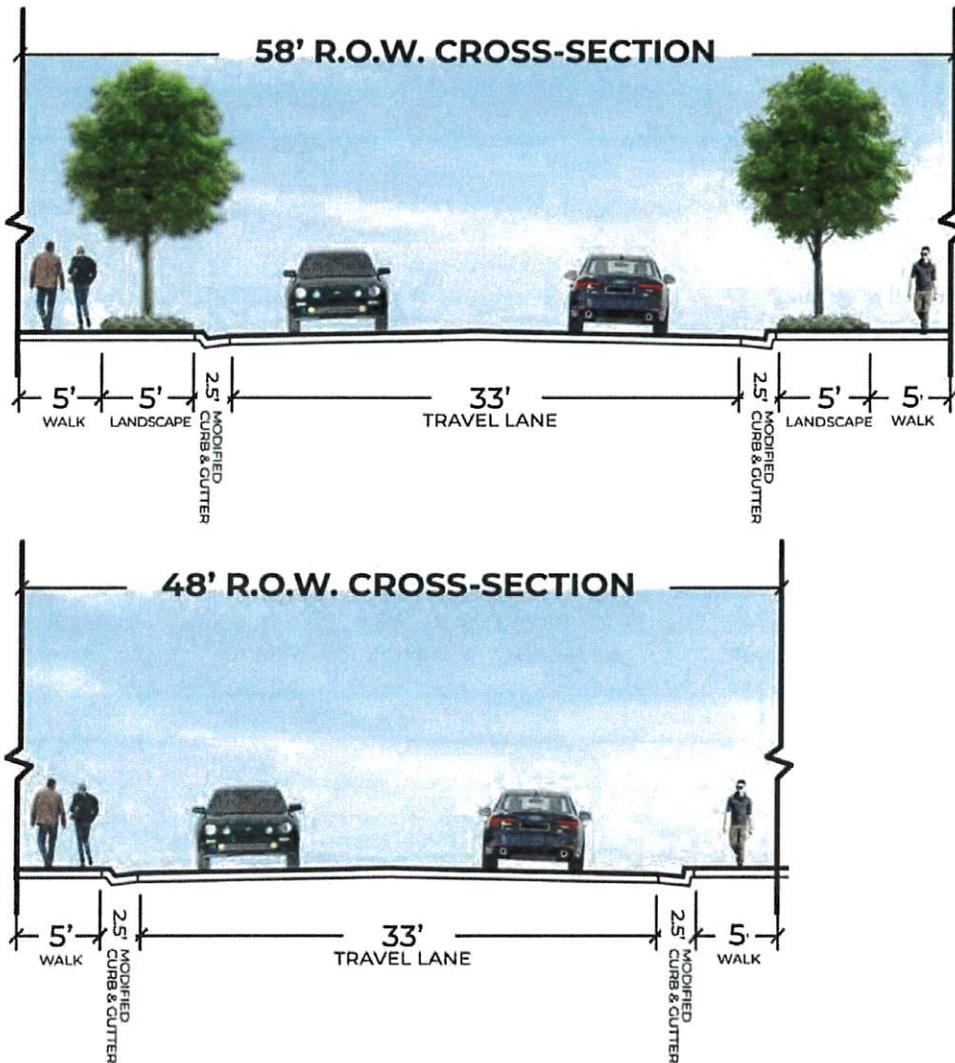
# 84' R.O.W. CROSS-SECTION



# 78' R.O.W. CROSS-SECTION

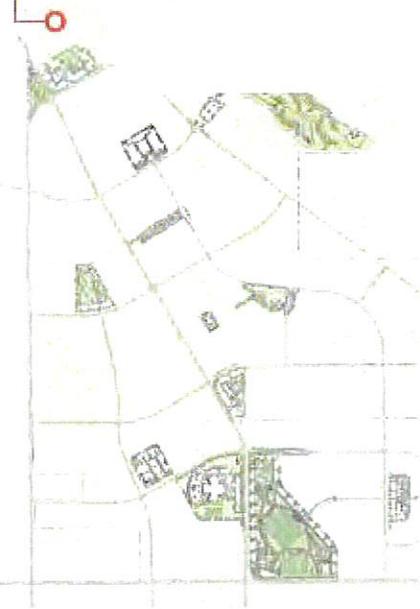






### Right of Way Notes:

1. The diagonal boulevard shall be designed and constructed using the 84' R.O.W. Cross-Section with the 12' trail on the South side of the street. No private driveways shall be permitted to face this street.
2. 8800 N. Street (Powerhouse Rd.) shall be designed and constructed using the 78' R.O.W. Cross-Section with the 12' trail on the North side of the street. As part of this development, the road shall be built to the centerline of the street plus an additional 10' of asphalt.
3. 400 E. Street shall be designed and constructed using the 78' R.O.W. Cross-Section with the 10' trail on the East side of the street.
4. The alley street behind the rear-loaded towns and cottages and also the front street on the front-loaded town homes shall use the 48' R.O.W. Cross-Section.
5. All other streets, within the development shall be designed and constructed using the 58' R.O.W. Cross-Section as shown on the Overall R.O.W. Cross-Section Development Plan.



**1 ACRE ESTATE LOTS**

**BUILDING CONFIGURATION**

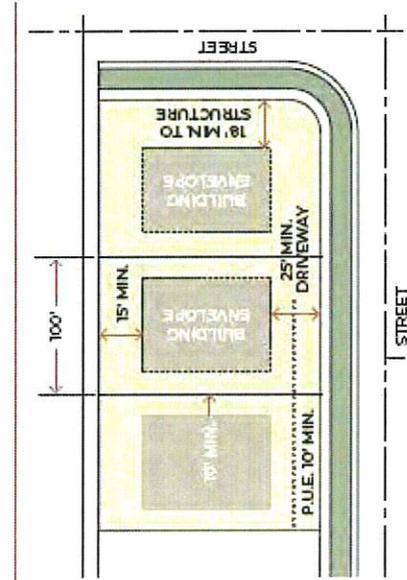
|                             |                |
|-----------------------------|----------------|
| Average Density             | 1 du/ac        |
| Average Lot Size            | 43,000 sq. ft. |
| Minimum Lot Size            | 33,000 sq. ft. |
| Height - Principal Building | 30 ft. max     |
| Lot Width                   | 120 ft. min.*  |
| 2-Car garage minimum        |                |

**SETBACKS - PRINCIPAL BUILDING**

|                         |               |
|-------------------------|---------------|
| Front Setback Principal | 25 ft. min.   |
| Street Side Setback     | 18 ft. min.** |
| Interior Side Setback   | 10 ft. min.   |
| Rear Setback            | 15 ft. min.   |

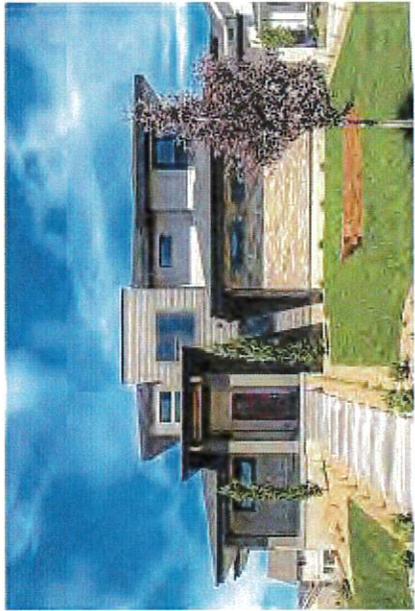
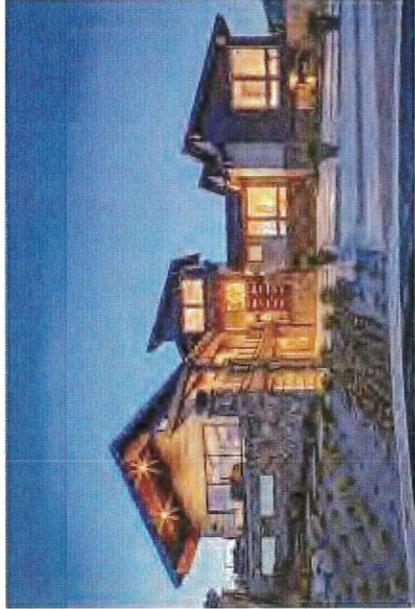
**SETBACKS - ACCESSORY STRUCTURES**

|                |  |
|----------------|--|
| Street Setback | Shall be in-line with or behind principal building |
| Side Setback   | 5 ft. min.   |
| Rear Setback   | 5 ft. min.   |



Building height is measured from top of foundation to the top of ridge.

- \* Lot width is measured at the front setback line. Minimum lot frontage for cul-de-sac lots and convex lots on curvilinear streets can be 75% of the standard lot width.
- \*\* Measured from back of sidewalk (ROW) to the structure. No driveways.



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## 1/2 ACRE ESTATE LOTS

### BUILDING CONFIGURATION

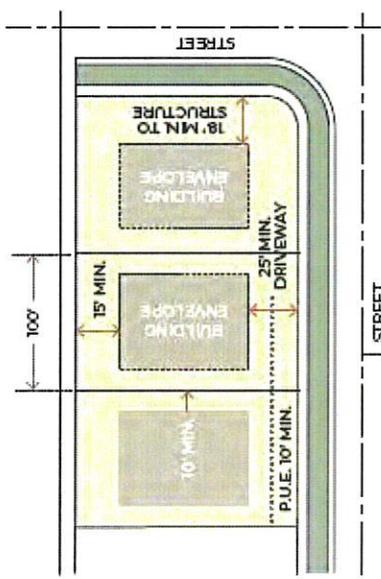
|                             |                |
|-----------------------------|----------------|
| Average Density             | 1.7 du/ac      |
| Average Lot Size            | 21,000 sq. ft. |
| Minimum Lot Size            | 16,000 sq. ft. |
| Height - Principal Building | 30 ft. max.    |
| Lot Width                   | 100 ft. min.*  |
| 2-Car garage minimum        |                |

### SETBACKS - PRINCIPAL BUILDING

|                         |               |
|-------------------------|---------------|
| Front Setback/Principal | 25 ft. min.   |
| Street Side Setback     | 18 ft. min.** |
| Interior Side Setback   | 10 ft. min.   |
| Rear Setback            | 15 ft. min.   |

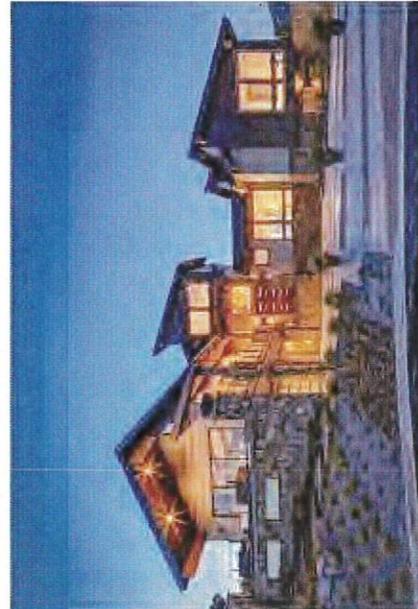
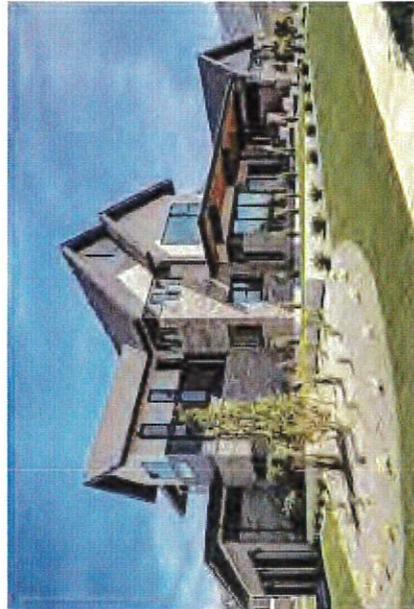
### SETBACKS - ACCESSORY STRUCTURES

|                |  |
|----------------|--|
| Street Setback | Shall be in-line with or behind principal building |
| Side Setback   | 5 ft. min.   |
| Rear Setback   | 5 ft. min.   |

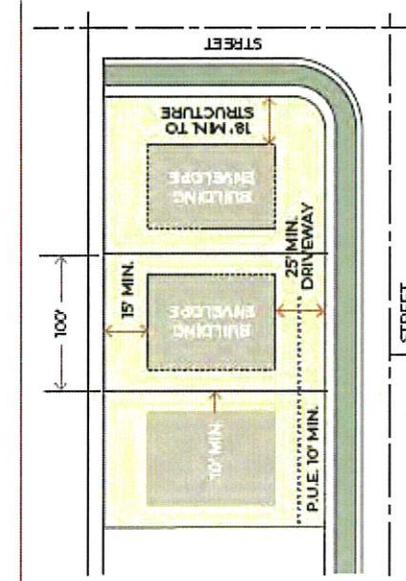


Building height is measured from top of foundation to the top of ridge.

- Lot width is measured at the front setback line. Minimum lot frontage for cul-de-sac lots and convex lots on curvilinear streets can be 75% of the standard lot width.
- \*\* Measured from back of sidewalk (ROW) to the structure. No driveways.



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## ESTATE LOTS

### BUILDING CONFIGURATION

|                             |                |
|-----------------------------|----------------|
| Average Density             | 2 du/acre      |
| Average Lot Size            | 18,000 sq. ft. |
| Minimum Lot Size            | 14,000 sq. ft. |
| Height - Principal Building | 30 ft. max.    |
| Lot Width                   | 100 ft. min.*  |
| 2-Car garage minimum        |                |

### SETBACKS - PRINCIPAL BUILDING

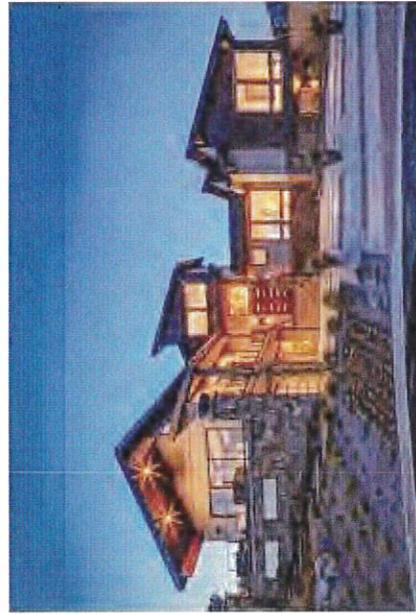
|                         |               |
|-------------------------|---------------|
| Front Setback Principal | 25 ft. min.   |
| Street Side Setback     | 18 ft. min.** |
| Interior Side Setback   | 10 ft. min.   |
| Rear Setback            | 15 ft. min.   |

### SETBACKS - ACCESSORY STRUCTURES

|                |  |
|----------------|--|
| Street Setback | Shall be in-line with or behind principal building |
| Side Setback   | 5 ft. min.   |
| Rear Setback   | 5 ft. min.   |

Building height is measured from top of foundation to the top of ridge.

- Lot width is measured at the front setback line. Minimum lot frontage for cul-de-sac lots and convex lots on curvilinear streets can be 75% of the standard lot width.
- \*\* Measured from back of sidewalk (ROW) to the structure. No driveways.



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# D.R. HORTON SINGLE FAMILY LOTS

## BUILDING CONFIGURATION

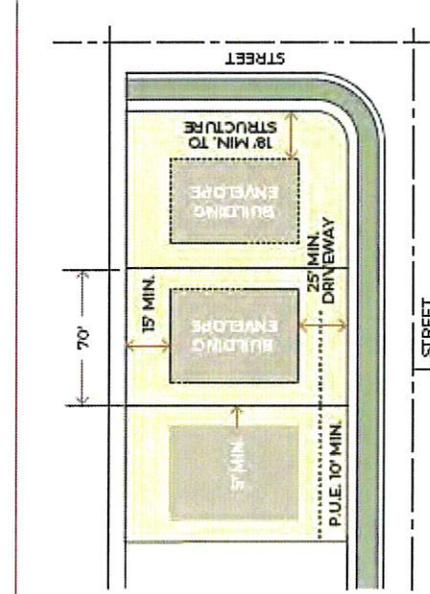
|                             |                |
|-----------------------------|----------------|
| Average Density             | 4 du/ac        |
| Average Lot Size            | 10,000 sq. ft. |
| Minimum Lot Size            | 7,000 sq. ft.  |
| Height - Principal Building | 30 ft. max.    |
| Lot Width                   | 70 ft. min.*   |
| 2-Car garage min.           |                |

## SETBACKS - PRINCIPAL BUILDING

|                         |  |
|-------------------------|--|
| Front Setback Principal | 25 ft. min.  |
| Street Side Setback     | 18 ft. min.**  |
| Interior Side Setbacks  | 20' min. total (building to building), 7.5' min. to property line. |
| Rear Setback            | 15 ft. min.  |

## SETBACKS - ACCESSORY STRUCTURES

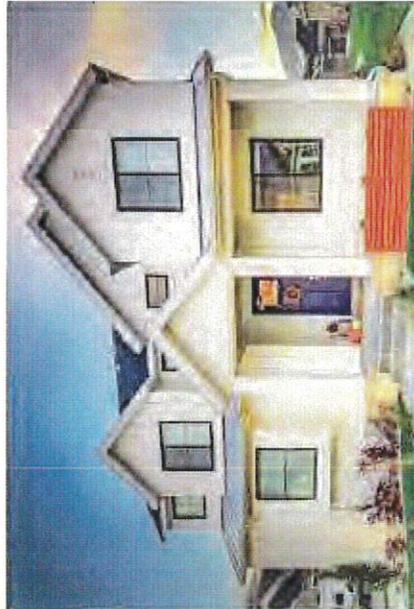
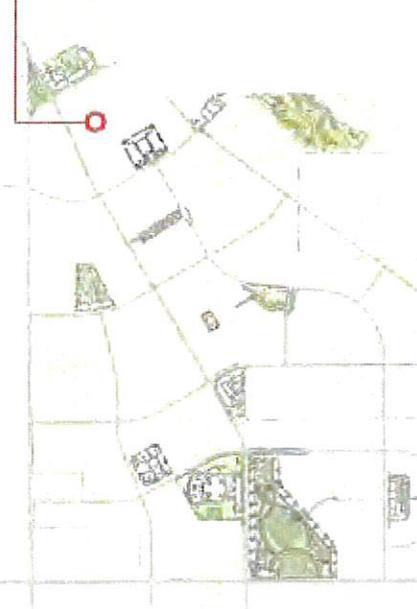
|               |   |
|---------------|---|
| Front Setback | 25 ft. min., but shall be in-line with or behind principal building |
| Side Setback  | 5 ft. min.  |
| Rear Setback  | 5 ft. min.  |



Building height is measured from top of foundation to the top of ridge.

\* Lot width is measured at the front setback line. Minimum lot frontage for cul-de-sac lots and convex lots on curvilinear streets can be 85% of the standard lot width.

\*\* Measured from back of sidewalk (ROW) to the structure. No driveways.



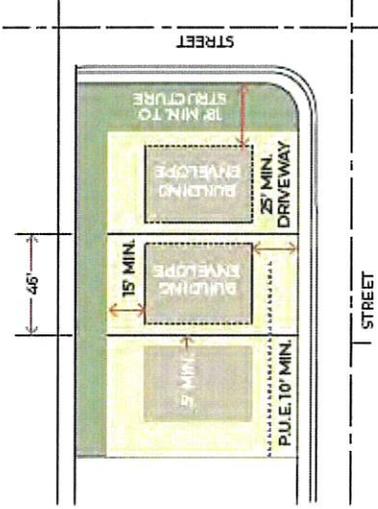
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## COTTAGE LOTS

### BUILDING CONFIGURATION

|                             |               |
|-----------------------------|---------------|
| Average Density             | 6 du/ac       |
| Average Lot Size            | 5,400 sq. ft. |
| Minimum Lot Size            | 3,200 sq. ft. |
| Height - Principal Building | 30 ft. max    |
| Lot Width                   | 46 ft. min.*  |
| 2-Car garage min.           |               |



### SETBACKS - PRINCIPAL BUILDING

|                         |  |
|-------------------------|--|
| Front Setback Principal | 20 ft. min.  |
| Street Side Setback     | 10 ft. min. **   |
| Interior Side Setback   | 15' min. total (building to building), 5' min. to property line. |
| Rear Setback            | 15 ft. min.  |

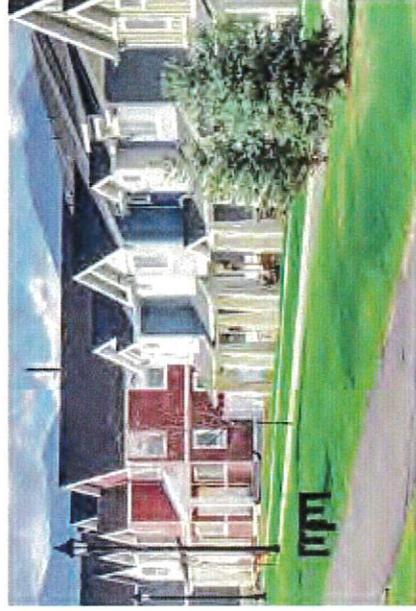
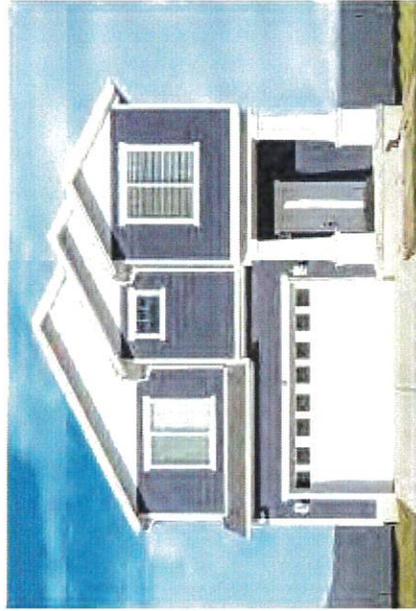
### SETBACKS - ACCESSORY STRUCTURES

|               |   |
|---------------|---|
| Front Setback | 25 ft. min., but shall be in-line with or behind principal building |
| Side Setback  | 5 ft. min.  |
| Rear Setback  | 5 ft. min.  |

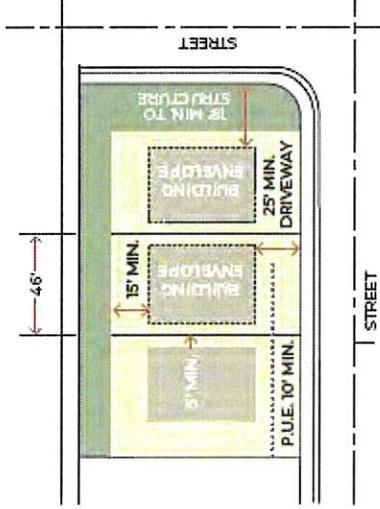
Building height is measured from top of foundation to the top of ridge.

\* Lot width is measured at the front setback line. Minimum lot frontage for cul-de-sac lots and convex lots on curvilinear streets must comply with the minimum lot width.

\*\* Measured from back of sidewalk (ROW) to the structure.



Images are representational only. Photographs of homes and amenities are for illustration purposes only. Actual amenities are subject to change at any time without notice or obligation.



## REAR-LOADED COTTAGE LOTS

### BUILDING CONFIGURATION

|                             |               |
|-----------------------------|---------------|
| Average Density             | 6 du/ac       |
| Average Lot Size            | 5,400 sq. ft. |
| Minimum Lot Size            | 3,200 sq. ft. |
| Height - Principal Building | 30 ft. max.   |
| Lot Width                   | 46 ft. min.** |

### SETBACKS - PRINCIPAL BUILDING

|                         |                                       |
|-------------------------|---------------------------------------|
| Front Setback Principal | 18 ft. min.                           |
| Street Side Setback     | 18 ft. min.**                         |
| Interior Side Setback   | 0' min. total (building to building). |
| Rear Setback            | 25 ft. min.                           |

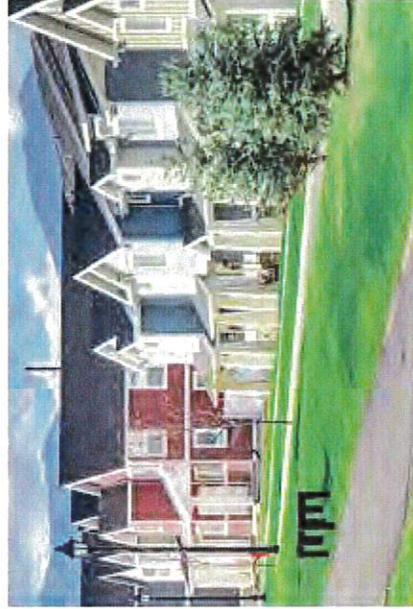
Building height is measured from top of foundation to the top of ridge.

\* Lot width is measured at the front setback line. Minimum lot frontage for cul-de-sac lots and convex lots on curvilinear streets must comply with the minimum lot width.

\*\* Measured from back of sidewalk (ROW) to the structure.

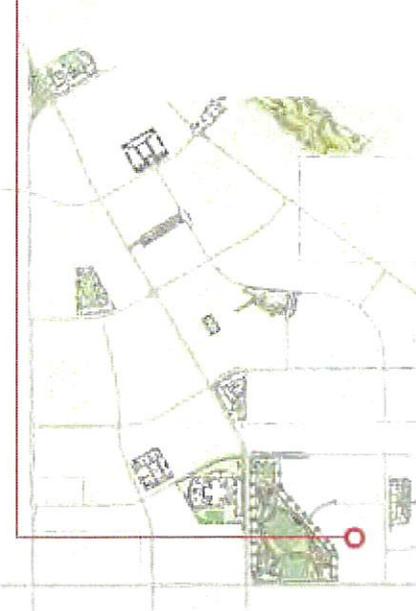
### SETBACKS - ACCESSORY STRUCTURES

|               |   |
|---------------|---|
| Front Setback | 25 ft. min., but shall be in-line with or behind principal building |
| Side Setback  | 5 ft. min.  |
| Rear Setback  | 5 ft. min.  |



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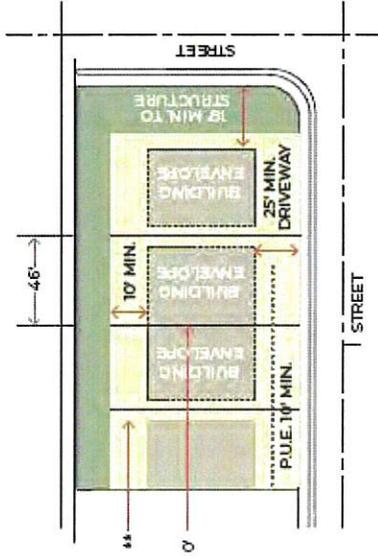




## ACTIVE ADULT LOTS

### BUILDING CONFIGURATION

|   |               |
|---|---------------|
| Average Density . . . . .                                   | 6 du/ac       |
| Average Lot Size . . . . .                                  | 4,500 sq. ft. |
| Minimum Lot Size . . . . .                                  | 4,000 sq. ft. |
| Height - Principal Building . . . . .                       | 30 ft. max.   |
| 2-Car garage min.   |               |
| Min. above ground habitable living area to be 1,500 sq. ft. |               |

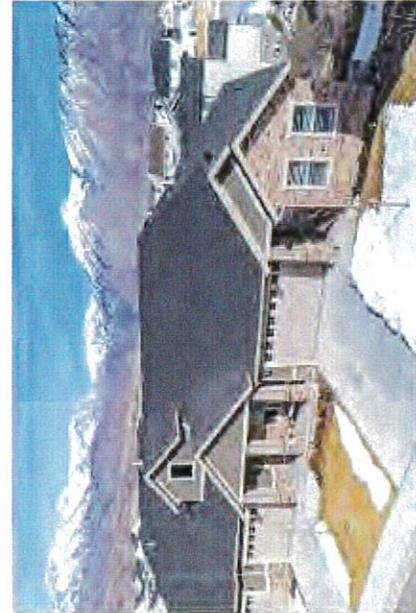
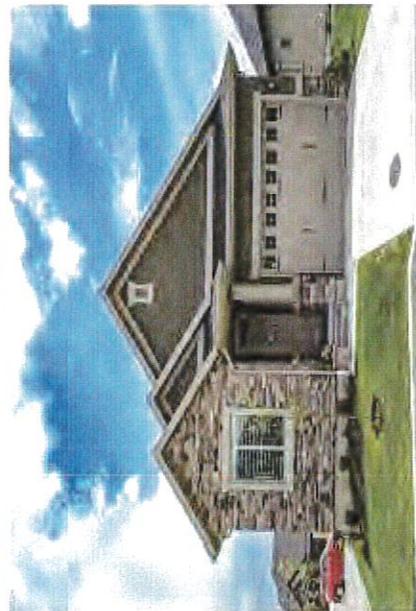


### SETBACKS - PRINCIPAL BUILDING

|                                   |  |
|-----------------------------------|--|
| Front Setback Principal . . . . . | 20 ft. min.                            |
| Street Side Setback . . . . .     | 18 ft. min. **                         |
| Interior Side Setback . . . . .   | 14' min. total (building to building). |
| Rear Setback . . . . .            | 10 ft. min.                            |

\* Lot width is measured at the front setback line. Minimum lot frontage for cul-de-sac lots and convex lots on curvilinear streets must comply with the minimum lot width.

\*\* Measured from back of sidewalk (POW) to the structure.



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## FRONT-LOADED TOWNHOME LOTS

### BUILDING CONFIGURATION

|                             |               |
|-----------------------------|---------------|
| Average Density             | 14 du/ac      |
| Average Lot Size            | 1,800 sq. ft. |
| Minimum Lot Size            | 1,400 sq. ft. |
| Height - Principal Building | 30 ft. max.   |

Min. above ground habitable living area to be 1,500 sq. ft.

### SETBACKS - PRINCIPAL BUILDING

|                         |                |
|-------------------------|----------------|
| Front Setback Principal | 25 ft. min.    |
| Street Side Setback     | 18 ft. min. ** |
| Interior Side Setback   | 0 ft. min.     |

Rear Setback to be dependent on the adjacent land as follows:

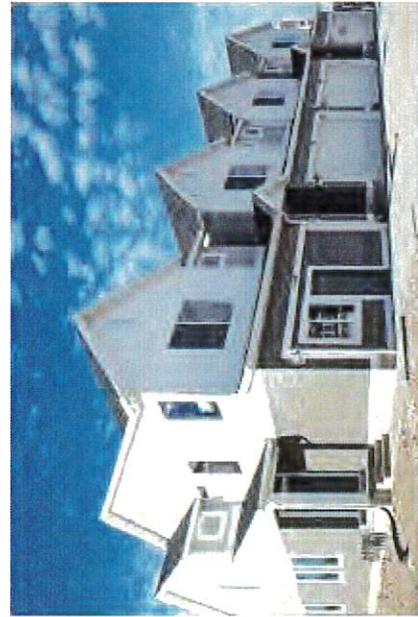
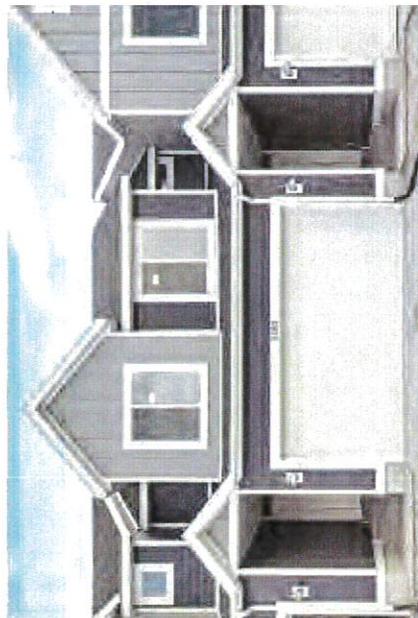
- If another townhome - 12.5' to property line
- If a single-family residence - 15' to property line
- If open space or other landscaped area - 10' to property line



Building height is measured from top of foundation to the top of ridge.

- Lot width for attached products refers to the width of the individual units, not the width of the entire building.

\*\* Measured from back of sidewalk (ROW) to the structure.



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## REAR-LOADED TOWNHOME LOTS

### BUILDING CONFIGURATION

|                  |               |
|------------------|---------------|
| Average Density  | 14 du/ac      |
| Average Lot Size | 1,640 sq. ft. |
| Minimum Lot Size | 1,400 sq. ft. |
| Lot Width        | 30 ft. min.   |

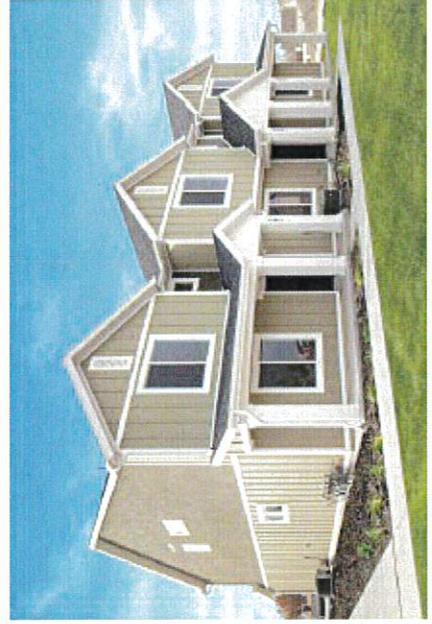
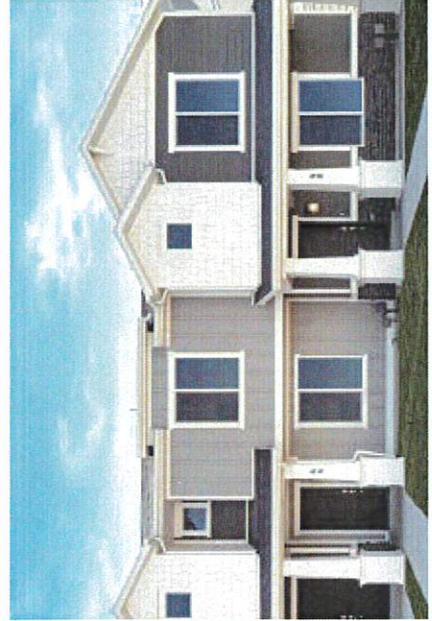
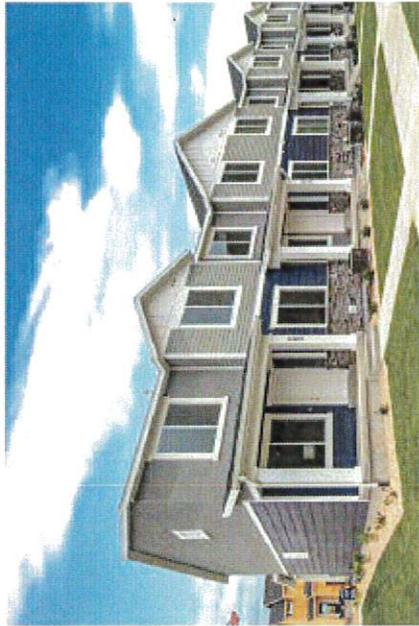
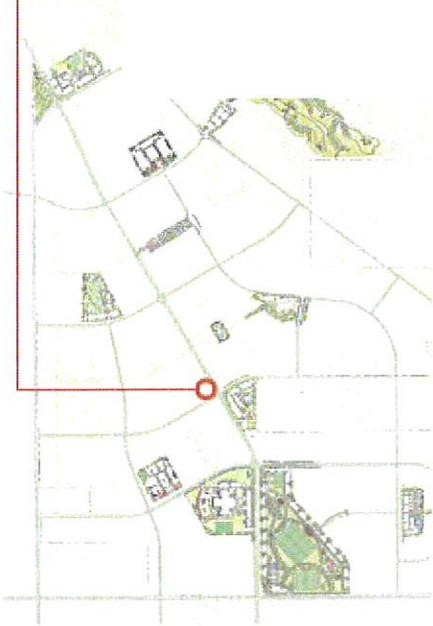
### SETBACKS - PRINCIPAL BUILDING

|                         |                |
|-------------------------|----------------|
| Front Setback Principal | 18 ft. min.    |
| Street Side Setback     | 18 ft. min. ** |
| Interior Side Setback   | 0 ft. min.     |
| Rear Setback            | 25 ft. min.    |

Building height is measured from top of foundation to the top of ridge.

\* Lot width for attached products refers to the width of the individual units, not the width of the entire building.

\*\* Measured from back of sidewalk (POW) to the structure.



Images are representational only. Photographs of homes and amenities are for illustration purposes only. Actual amenities are subject to change at any time without notice or obligation.

# **VIRIDIAN FARM**

## **BUILDING DESIGN GUIDELINES**

PREPARED BY:  
P3-PLANNING & DESIGN SERVICES

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# 1 Introduction to Viridian Farm

## 1.1 BACKGROUND

Viridian Farm is part of a dynamic, master-planned community of 728 acres set near or on the east bench in Salem City in beautiful Utah Valley. A wide range of all-season and family-friendly outdoor activities are available and will be enhanced by the well-planned open space, parks and trail corridors are amenity-designed and built as part of the master-planned community. These opportunities enhance the vitality of the community among residents and visitors.

Viridian Farm consists of a collection of interconnected neighborhoods of homes. A mix of residential types, including single family and attached residential townhomes make up the heart of the community. A strong trail network allows for easy pedestrian access as well as recreational opportunities for residents and visitors.

The design of all single-family, townhomes and related Improvements at Viridian Farm is to build upon and reinforce the vision of establishing a truly connected community while addressing the goals and objectives laid forth in the Design Guidelines.

## 1.2 PURPOSE

The Viridian Farm Design Guidelines (the “Guidelines”) have been created to provide a range of unique but complimentary architectural styles that together contribute to a unified community design. The Guidelines explain the architectural aesthetics, allowed styles and site considerations that are to guide the design and construction of all new single-family homes and townhomes, and home additions and future remodels at Viridian Farm, and in full compliance with the general standards and requirements of Salem City. Illustrations and photos are included throughout the Guidelines to help convey the thoughts and concepts described in the document’s text. These images are intended to express general design concepts and are not meant to impose specific plans or design solutions.

**\*\*\*These Guidelines are meant to serve as the “Code” for the building design and standards and to apply only to the Viridian Farm community. The architectural styles and characteristics found herein in the Guidelines should be incorporated into all single-family and townhome design submittals in Viridian Farm.**

**Please note that all other chapters and sections of the Salem City Code, as well as Building Code standards in Section 12 of the Municipal Code, still apply and shall be followed. This includes all provisions of building review, site plans, landscape plans, setbacks, drainage, fire code, etc.**

## 1.3 HOW TO UNDERSTAND THE DESIGN GUIDELINES

The Guidelines are organized into the following chapters and Appendices:

1. *Introduction* – Chapter 1 describes the goals and objectives for design within the community. A brief description of the allowed architectural styles (Craftsman, Prairie, Farmhouse, Modern, Transitional) for both single family homes and attached townhomes is also provided.
2. *Community Vision & Character* – Chapter 2 describes the overall vision for Viridian Farm and the design approach envisioned.
3. *Architectural Styles* – Chapter 3 consists of an in-depth description of each of the architectural styles allowed at Viridian Farm, including the defining characteristics and exterior materials and colors typical



of them. The styles, when utilized throughout the community, will create a complimentary palette of homes that will present a fresh, unified approach.

4. *Architectural Design Guidelines* – Chapter 4 provides Guidelines and standards for construction, remodeling, renovation, and/or alteration of any building improvements for single family homes and townhomes. This section includes standards on building massing, height, color, and exterior finish design for each of the allowed architectural styles. A description of appropriate architectural influences is included in the chapter.
5. *Appendices* – The appendices include current and future additions of style designs and details to further assist owners and builders with understanding and implementing the Viridian Farm vision.

## 2.0 Community Vision & Character

### 2.1 THE VIRIDIAN FARM VISION

The vision of Viridian Farm is to create a high quality, diverse community with a variety of established architectural styles to provide a fresh and unique blend of designs. This will in turn create a place that is visually appealing and unique in the area while offering residents a variety of complimentary home styles and types to choose from. Viridian Farm offers the opportunity to combine an amazing setting unique to the site with quality architecture and planning. The following principles are at the core of the design philosophy as part of Viridian Farm:

- Quality architecture and design
- Mix of established architectural styles and types
- Emphasis on simplified design and flexibility with design elements to create unique sense of place
- Traditional neighborhood structure
- Focus on style and creativity over codified specific requirements

### 2.2 DESIGN APPROACH

Design in Viridian Farm draws inspiration from a variety of architectural traditions, which when combined form a visually cohesive, unified community design standard. A diversity of complimentary home types and styles are combined to provide an appealing aesthetic and interesting vernacular architecture.

Five established architectural types are permitted as part of Viridian Farm, each with its own set of recognized design elements and criteria. This will result in each street having its own unique mix of homes with its own architectural look and feel within the community, while also forming a cohesive architectural statement. The Guidelines are intended to offer some flexibility in interpretation of the architectural style options to allow for various design approaches.

The overall design aesthetic at Viridian Farm is a fresh and updated expression and interpretation of timeless architectural design and traditional neighborhood architecture.

### 2.3 KEY DEVELOPMENT & DESIGN PATTERNS

Viridian Farm incorporates a localized level of design and planning detail to ensure that each home is

connected to the community fabric in a meaningful way. Homes and associated entries are oriented to the street, to parks or to open spaces whenever possible to invite outdoor living and foster relationships with neighbors. Front porches and courtyards are incorporated to invite outdoor living and conversation. The pedestrian experience and connection to area trails are highly encouraged.

All of the architectural styles allowed at Viridian Farm offer design elements and features that foster this type of connection. These elements will be encouraged in all of the more traditional architectural styles as well as the more modern ones.

## **2.4 STYLE AND DETAILS**

The architectural styles approved at Viridian Farm are listed in the following sections of these Guidelines. A strict and dated interpretation of any individual style is not necessary, so long as the basic elements of design, massing and detailing are followed. Diversity of interpretation is encouraged to create the end-result of a cohesive dynamic community that characterizes many interpretations of many styles.

Authentic architectural styles and details are encouraged at Viridian Farm which are appropriate to the site and compliment the other approved styles in the community. A diversity of styles, colors and materials is also encouraged, much as is seen in traditional towns and villages around the country.

# **3.0 Architectural Styles**

The five architectural styles allowed at Viridian Farm will together create a community that is visually varied but cohesive, with buildings that complement one another but still have individual expression. This mix of styles builds on the history and long-term success of traditional neighborhoods in town planning, forming a desirable community that will continue to remain relevant. Each style is encouraged to incorporate a simplified design without overly expressed forms, colors and details. The style of the home will determine the architectural expression utilized, including roof pitch, window size and shape, and other architectural detailing.

Allowed architectural styles for Viridian Farm homes and multi-family housing include the following:

- Farmhouse
- Craftsman
- Prairie
- Transitional
- Modern

Owners and Builders are encouraged to utilize a mix of styles and variety of plans and elevations. No two adjacent homes shall utilize the same architectural elevations.

## **3.1 FARMHOUSE**

### **3.1.1 Background and Characteristics**

Known for warmth, invitational draw and traditional design, the farmhouse-style has been popular for a very

long time. The roots of farmhouse architecture have humble beginnings in the modest rural houses built by American pioneers throughout the 1700s and 1800s. Farmhouse-style homes were traditionally simple and one to two story in form, which made additions on the sides or back quite easy for growing families. The style usually features a front porch that connects the inside to out.

The modern take on this design is slightly stepped up from tradition, with clean contemporary lines and simplistic features. The front porch is still integral to the design. Vaulted ceilings and larger windows are now common to the style.





### 3.1.2 Main Elements of Farmhouse Style design:

- Simple forms without excessive ornamentation
- 1 to 2 stories with steeper pitched roof
- Forward facing gable roof with side wings that are shed, gabled or hip forms
- Large covered front porch with lower slope, sometimes wrap around; entry and porch oriented to the street
- Simple siding types, usually horizontal wood/clapboard siding, stucco or vertical board and batten
- Windows are generally vertically oriented single or double-hung windows; bay windows are also utilized; windows centered are common
- Simple square posts and railings are common
- Traditional Farmhouse exterior colors are appropriate
- Typical main roof pitches shall be 6:12 to 10:12 slopes

## 3.2 CRAFTSMAN

### 3.2.1 Background and Characteristics

The American Craftsman style developed out the British Arts and Crafts movement, which dates back to the 1860s during the industrial revolution. This movement included not only architectural design, but interior

design, landscape design, applied arts and decorative arts. The Craftsman architectural style was most widely used in small to medium sized Southern California single-family homes from about 1905, so the smaller-scale Craftsman style became known alternately as “California bungalow”. The style spread throughout the country and remained popular into the 1930s and has seen a recent revival.

Craftsman style is known for traditional simplicity, the use of natural materials, and moderate detailing. The style incorporates a visibly sturdy structure of clean lines and a prominent front porch with tapered columns. The roof has a shallow to mid-level pitch on a 1 ½ to 2 story home. Exterior materials include brick and hand-crafted wood or stonework are common.







### 3.2.2 Main Elements of Craftsman style design:

- Strong sturdy base with thick tapered columns supporting front porch
- Shallow pitched gable incorporating roof dormers and deep overhangs
- Asymmetrical massing with horizontal proportions
- Expressive but simplified elements such as exposed rafters, knee braces, brackets and tapered columns
- Double hung windows are common, larger horizontal windows utilized in front
- Stucco, stone, brick and wood shingles are common exterior materials, usually not all used together
- Single, rectilinear front door is common
- Traditional Craftsman colors are appropriate
- Typical main roof pitches shall be 4:12 to 8:12 slopes

## 3.3 PRAIRIE

### 3.3.1 Background and Characteristics

The Prairie style emerged in Chicago around 1900 from the work of a group of young architects, including



Frank Lloyd Wright, and was inspired to evoke the native prairie landscape. The architects melded the ideals of the Arts and Crafts movement, with its emphasis on nature, craftsmanship and simplicity, and the work and writings of architect Louis Sullivan.

This style is defined by a strong horizontal orientation, hip roofs, well-defined front porches and simple detailing found in simple horizontal banding and Arts & Crafts-style divided light windows.



- One or two-story with strong horizontal orientation and banding, usually below windows
- One-story projections off of two-story center is common
- Lower-pitched roof, usually hip form, broad, overhanging eaves
- Wide, prominent front porches are common
- Ribbons of windows emphasize horizontality of overall design
- Entry door and porch integrated into design, thick square columns
- Windows done in groupings in divided light form; sometimes wrap around corners
- Brick, stucco or siding exterior, railings can be masonry walls
- Simple, less bright colors are best
- Typical main roof pitches shall be 3:12 to 6:12 slopes

## **3.4 TRANSITIONAL**

### **3.4.1 Background and Characteristics**

Transitional architectural style is a blending of Traditional style with more contemporary or modern design styles. The combined styles create a cohesive feeling that facilitates modern living.

Transitional homes are classic with a contemporary twist. They combine elements of both traditional

and modern styles to create a seamless balance between both worlds. The result is an elegantly enduring design that boasts comfort, clean lines, and a strong presence. Traditional style is updated with simplified elements, clean lines, larger windows, and an inviting overall look and feel.





### 3.4.2 Main Elements of Transitional style design:

- Elements of multiple styles, traditional mixed with contemporary
- Clean lines and minimalistic approach
- Oversized windows
- Gables and hip roof elements simplified and stripped down to more basic form
- Multiple cascading gables are common
- Masonry bases tie more modern features to traditional style
- Porch posts can be stucco, wood or have stone clad bases
- Wide variety of colors possible, from traditional to lighter and brighter
- Typical main roof pitches shall be flat to 12:12 slopes

## 3.5 MODERN

### 3.5.1 Background and Characteristics

Modern architecture (or Contemporary architecture) evolved from the early Arts and Crafts movement and later the Prairie home movement and progressed over time along with improvement in contemporary building techniques. It has been around for most of the last century and responded and adapted to the progress of modern technology.

Modern homes are designed with simple, clean lines, open spaces with large windows, and a strong connection between indoors and outdoors. Ornamentation is limited, letting the form and function of the structure stand out. Natural light and simple, natural exterior materials are emphasized. Roof forms are simplified as well, with flat or gently sloped roofs incorporated in the minimalist design.





### 3.5.2 Main Elements of Modern style design:

- Emphasis on indoor/outdoor living and functional living spaces
- Simple clean lines and massing of home
- Roof forms are flat, shed or simple gable in form
- Large windows offer connection to outdoors and bring in natural light; corner windows are common as are asymmetrical ones
- Roof forms are simplified, lower pitch, flat or shed roofs are common
- Porch columns have focus on structure and lightness, such as steel
- Stucco, masonry or simple wood or composite siding
- Lighter, brighter home colors
- One or two exterior siding materials are appropriate
- Typical main roof pitches shall be flat to 6:12 slopes

# 4 Architectural Design Guidelines

## 4.1 PURPOSE

This section is intended to provide general design criteria and guidance for development of all single-family homes and townhomes at Viridian Farm, including how to interpret and utilize the five architectural design alternatives. The Guidelines are not meant to be overly restrictive, but to provide guidance in the design and implementation of a higher level of design quality and direction.

Although there are five (5) architectural design alternatives at Viridian Farm, the overall design approach is generally simple in form, regardless of the style. There are few overly complex roof structures, architectural features or excessive use of siding types or colors. New homes should be cohesive with existing homes in their simplicity, in order to maintain and enhance the look and feel of the neighborhood. Building form and massing should be authentic to the style and location, and sensitive with regard to scale.

Residential architecture at Viridian Farm should be centered on an authentic, integrated design approach. Residential design standards have been established that apply to all the residential units without regard to their particular style. These standards, found in the following sections, carry across all architectural styles and help to foster the quality standard for which the project will be known.

## 4.2 OBJECTIVES

The Viridian Farm design aesthetic is intended to be authentic and comprehensive, to create a unified mix of homes in the community. Single-family homes and townhomes will comprise a variety of one to two story dwellings, which should be integrated seamlessly into the neighborhood.

In general, the active living portions of the house or townhouse should be pulled forward with articulated design elements so that they dominate and invigorate the street scene. Front entries and porches, terraces and main living areas should be oriented to the street where possible, with the garage de-emphasized or pushed to the rear of the home to make the front elevation as pedestrian friendly as it can be.

A major objective is for the authentic styles of architecture to be emphasized that are compatible yet varied enough to create visual interest and diversity. An engaging and dynamic streetscape should be created through variation in architectural styles, floor plans, and elevation plotting.

When mixed elevation styles are on the same street and block, no exact exterior elevation or floor plan will be permitted on more than three adjacent lots in a row, and at least one of them must be mirrored/transposed. Across the street, exact elevation groupings must be staggered by at least one (1) lot from the exact home elevation across the street. Various architectural styles should generally be scattered throughout the community, but groupings of one particular style are allowed on street areas and block sections.

Exterior color variation is encouraged across and within each architectural style, assuming the colors are appropriate to that particular style. Two homes carrying the same color scheme must be separated by at least one home with different color schemes in order to provide variation along the street and to maintain individual distinction for each home. Identical home color schemes may also not be repeated across the street from a particular home or the homes on either side of the home directly across the street. In some cases, only 3 color scheme are appropriate to enhance the architectural style.

### **4.3 GENERAL BUILDING MASSING, FORM AND ORIENTATION**

It is important that the massing of homes and townhomes at Viridian Farm be scaled in such a way that they relate to the relative size of the lots located there and harmonize with the area as much as possible.

The massing of homes and townhomes should be expressed simply and authentically in both mass and form. The building form, placement and architectural detailing greatly impact how a residential structure contributes to the perception of a quality, inviting neighborhood. Placement of homes should respect existing landforms and contour as much as possible with the existing slope and land massing.

The buildings must not become overpowering. Changing the planes of walls, changing direction, and providing some variety in the roof form provide diversity and visual interest. Massing should generally step down from a central roof form or massing element. Simple box massing should be avoided. Long expanses of walls or roof ridgelines are discouraged and large expanses of unbroken single or two-story facades are not permitted. Varying heights are encouraged.

### **4.4 MASSING FOR SINGLE-LEVEL AND TWO-STORY HOMES**

As mentioned, varying heights of single and two-story homes should be utilized to create diversity and visual interest. Single story homes should utilize one or one and a half level massing depending on the architectural style to create a staggered height along the street. Elements such as shed roofs, dormers, roof gables and towers can provide such relief and emphasize a particular style at the same time. Façade breaks can also provide appropriate relief for single story massing.

With two-story homes, the form of the building should be seen as a series of interlocking masses rather than a multi-level box. Various design elements from each architectural style can provide such relief. Second story and higher massing should be stepped down and recessed to improve the bulk of the massing and improve the street scene. Unbroken two-story façade faces should be avoided on the front elevation of the home. The utilization of porches and porch roofs, balconies, pop out features, dormers and other design elements can serve to break up and soften larger massing and help bring it down to a human scale.

### **4.5 FRONT FAÇADE/ENTRY SCALE, MASSING AND DESIGN**

The front façade and entry elements are probably the most critical components of quality home design, as they provide the focal point to the home and help create the relationship with the street and surrounding properties. The entry should be human scaled and appropriate to the larger massing of the home as well as embrace the architectural style. Front entries should emphasize and reinforce the front porch and door area as single-story elements.

### **4.6 REAR/SIDE FAÇADE MASSING AND DESIGN**

Rear and side elevations of homes and townhomes are visible from adjoining homes and streets and should be given ample attention and detailing in massing and design. This is especially important with the exposed side elevation of homes on corner lots. Massing on sides and rear should be consistently proportioned with the rest of the home.



Design elements of the selected architectural style should be carried around whenever possible to create a cohesive design for the home. This style should be expressed authentically around the perimeter, and materials and colors should be consistently applied whenever possible.

## **4.7 BUILDING HEIGHT**

Building heights at Inverness must comply with Salem City Code and Building Code. In addition, the building height and expression should be consistent with the chosen architectural style of the home.

## **4.8 ROOF FORMS**

The following roof types are permitted at Viridian Farm (depending on architectural style of home):

1. Partial hip roof
2. Gable roof
3. Full hip roof
4. Flat roof
5. Shed roof or Split shed roof

The following roof types are not permitted:

1. Conical roof
2. Mansard roof
3. Fake Mansard roof
4. Gambrel roof

Roof form and shape is important in terms of expressing the architectural style of the home and organizing the massing elements. The objective in determining roof shape is to enhance the style and establish a visual order to the home.

## **4.9 ROOF PITCH**

Roof slopes at Viridian Farm should generally be between being a flat roof and 12/12. Refer to each of the architectural styles for specific guidelines.

Flat or shed roofs are appropriate on Modern style homes or as possible accent roof areas on other homes, depending on style.

## **4.10 ROOF SPAN**

In general, long, unbroken roof spans are discouraged. Roof massing should enhance the style of the home. Roof variations on the front of the homes shall be permitted and suggested.

## 4.11 ROOF OVERHANGS

All the approved architectural styles allow for roof overhangs. Roof overhangs protect walls and wall openings from rain and snow and contribute to a building's character.

Roof overhangs must be contained entirely within the property. The width of roof overhangs should be consistent with the architectural style of the home, and generally range between 6" and 24". Overhangs of up to 36" may be allowed if they are consistent with the architectural style of the home (ie Prairie Style).

## 4.12 FASCIA WIDTH

Roof fascia, when utilized, must have a minimum width of 6". The incorporation of roof fascia must be consistent with the chosen architectural style of the home or townhome.

## 4.13 ROOF SURFACING MATERIALS

Roof surfacing materials are important as a means of articulating the architectural style of a home and of blending the new construction into the existing character of the area. Careful selection of these materials can help to relate the buildings to their surroundings.

From a functional standpoint, the choice of materials depends on the slope and assembly of the roof. The objective is to choose roof surfacing materials that help the building blend with its site and its climate conditions, and which are also functionally appropriate. All roofing surfacing materials should be non-reflective.

The following materials may be used as roof surfacing materials without coating or other finish:

- Architectural asphalt shingles
- Solar shingles
- Eco-shake
- Ceramic tiles (if appropriate to style)
- Architectural composition shingles
- Corten steel
- Copper
- Zinc
- Steel
- Corrugated metal

Roof murals are not permitted. All roof flashing must be of a color harmonious with roof and upper wall surfacing. All types of barrel or "s" tiles, asphalt roll roofing, or reflective metal surfaces are prohibited.

## **4.14 ROOF APPURTENANCES**

Roof appurtenances, such as dormers, clerestories and skylights, can create interesting, pleasant interior spaces. Their location on the roof is critical to avoiding an over-decorated, visually confusing appearance.

Snow diverters and retainers may be necessary installations on roofs. They should be handled as an integral part of the roofscape. Rooftop access stairways, elevator shafts, vent shafts, mechanical equipment areas, antennae, etc., shall be confined within the roof and within roof dormers, and shall not protrude from the roof to form awkward-looking appurtenances. Cold roof ridge ventilators are permitted.

Skylights are allowed if they appear to be integral to roof structure; skylights may not be highly reflective and must be placed flush against the roof. They should not extend to the eave line. Bubble type sky lights or those that protrude from the roof are prohibited.

Chimney structures, if used, must be complimentary to and proportional with the massing, style and exterior materials of the home. Chimney caps should be in proper proportion with the chimney structure.

All pipe penetrations to be painted to match flashing or roofing.

## **4.15 MAIN ENTRY PORCHES AND FRONT DOORS**

Main entries and front porches should be prominent and integrated into the architecture of the home as a primary focal point. Porches should be covered with support posts, columns and railings that match the design of the home. Wrap-around porches are encouraged on corner lots. If possible, porches should be deep and wide enough for the placement of chairs to create a gathering spot for conversing with neighbors. Porch width should be proportional to the width of the front of the home.

The front door and entry should be oriented to the street and front sidewalk whenever possible, but side entry front doors are also allowed. The door should be made of quality materials and be designed to complement the architectural design of the home.

## **4.16 GARAGES AND GARAGE DOORS**

Garages should be set back if possible and secondary to the front entry area of the home. The visual impact of garage massing should be minimized from the front view as much as possible. Garage size and capacity should be proportional to the size of the lot and should not dominate the front elevation of the home.

Garage doors should be comprised of quality wood or metal, and should complement the design, exterior materials, and colors found on the home. The door should be appropriate to the architectural style of the home. Architecturally appropriate windows are encouraged to be incorporated in garage doors to provide natural light and visual interest.

## **4.17 WINDOWS**

Windows should be appropriately scaled to the massing and architectural style of the home. They should be

recessed when possible and encourage natural light and ventilation. Windows should be generally of the same style and pattern and not appear to be placed randomly.

Windows may be quality constructed of wood, wood clad with color-fast vinyl, aluminum, or fiberglass. Metal or metal-covered windows are permitted if coated with an approved finish. All-vinyl windows are also permitted.

Windows should generally be rectangular or square in shape. Angular windows that follow the slope of the roof are also allowed subject to the architectural style of the home. Circular, triangular, elliptical, round, and “fishbowl” windows are not permitted.

## **4.18 EXTERIOR MATERIALS**

A critical component of articulated architectural design is the selection of appropriate exterior materials. The exterior materials of a home should be cohesive and highlight the architectural style. Design, textures and materials should be visually appealing and complimentary. If possible, exterior materials should be carried around to side and rear elevations, particularly on corner lot homes. This includes lots backing and facing major roads and open spaces.

Exterior siding elements should incorporate quality materials and a variety of complimentary colors and accents consistent with the architectural style of the home. Exterior material transitions should occur at inside corners or appropriate massing breaks rather than at outside corners. Exterior columns and supports should appear to be visually proportional to the roof features they are supporting. Wrapping the front façade material around the outside corners a minimum of 2' shall be acceptable.

Acceptable exterior material wall finishes are shown in the sections below. Prohibited exterior materials include the following: plastic or vinyl siding, concrete block, thick shake shingles, plywood siding, aluminum siding, lava rock, asphalt siding, and slump bloc weeping mortar.

## **4.19 PRIMARY WALL FINISHES**

The exterior wall materials should convey a sense of scale and harmony with the selected architectural style.

Approved materials include:

- Wood siding or wood shingles
- Stone
- Stucco
- Brick, new or used
- Synthetic stone
- Corrugated steel
- Plate steel
- Concrete or composite siding
- Adobe

## **4.20 ACCENT/SECONDARY WALL MATERIALS**

Secondary or accent materials can be used to enhance the appearance of the home and help strengthen the architectural design. Accent materials should be cohesive with the primary wall materials and other design elements of the home design.

Accent materials should be used to enhance the architectural style of the home. Accents used will vary as the architectural styles all have different identifying features (as described in the previous section). The colors and finishes of accent materials should be consistent with other exterior materials.

Approved secondary materials include:

- Wood siding or wood shingles
- Stone
- Stucco
- Brick, new or used
- Synthetic stone
- Corrugated steel
- Plate steel
- Concrete or composite siding
- Adobe

## **4.21 NUMBER OF WALL MATERIALS**

Changes in wall material can lend visual interest to a building; too many changes can make the wall visually discordant. The objective is to create walls that are interesting, but not in competition with their surroundings.

Individual walls can be surfaced with two or three (3) different materials, depending on the architectural style of the home. Some architectural styles, such as Modern, may utilize only two exterior materials, while others such as Craftsman should incorporate three.

## **4.22 COLOR PALETTE**

In general, exterior colors should be appropriate for the architectural style of the home and enhance the related design features. For exterior colors, the predominant tone should be toward cooler hues that are not overly bright or flashy, regardless of the style. This will help the home to contrast yet be complimentary with the other homes on the street.

Slightly brighter tones may be utilized on select architectural elements such as front doors but should still be complimentary with the main exterior home colors.

## **4.23 BALCONIES AND DECKS**

Balcony and deck designs should be simple and consistent with the architectural style of the home. Balconies

and decks should be integrated into the massing of the home and not appear as if they were added on later.

The use of long vertical or horizontal bands of balcony space are discouraged. Balconies should be proportional to the front façade of the home and enhance, not detract, from the main entry area.

Deck columns and railings should also match the design of the home. Designs such as Cottage or Craftsman should have more traditional railings, while Modern could incorporate more modern railings such as cable. Columns should in general be proportional to the roof areas they are supporting. Deck materials should generally consist of wood and/or composite.

Exterior staircases should incorporate materials and finishes that match those on the home.

#### **4.24 GUTTERS AND DOWNSPOUTS**

Gutters and downspouts, where utilized, shall be integrated into the design of the home as a continuous architectural element. They should not be visually intrusive to the overall design aesthetic of the home.

Gutters and downspouts should be comprised of metal or aluminum and match the exterior color scheme of the home. Plastic gutters and downspouts are not allowed.

#### **4.25 CHIMNEYS AND VENTS**

When utilized, exterior chimney elements must be proportional and consistent with the architectural style of the home and with approved exterior materials and colors. "False" chimneys used for ventilation must be consistent with real chimneys in look and proportions.

Chimney and roof vents must be painted to blend in. Reflective and shiny metal finishes may not be used.

#### **4.26 EXTERIOR LIGHTING**

Exterior light fixtures should be appropriate to the architectural style of the home and enhance the overall design. Light fixtures should be limited to what is needed for safety and security but not be excessively distributed.

Exterior light fixtures are encouraged to be night sky-friendly, with light sources shielded from direct view and directionally pointed downward. Such compliant fixtures are readily available in all architectural styles offered at Viridian Farm.

#### **4.27 RESIDENTIAL ADDRESS NUMBERS**

Each residence should maintain address identification numerals in plain view on the front elevation of the home. Numbers should be proportionally appropriate to the massing of the front entry area of the home as well as the architectural style.

Address identification should not be placed on freestanding signs or markers, nor painted on curbs. The numbers should be mounted near the front entry where they can be seen from the street. In instances where

the home is rear-loaded or alley-loaded, address identification shall be placed on both the front and rear elevations of the home.

## 5 Appendices

### 5.1 DEFINITIONS

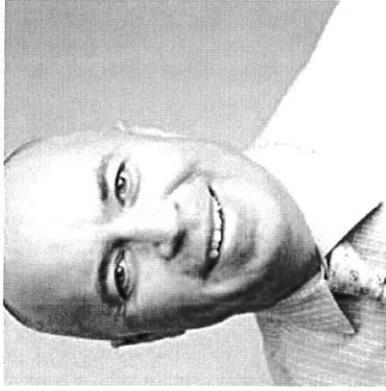
The terms defined herein shall have meanings as defined below, as set forth in the Design Guidelines for Viridian Farm:

1. Architect: A licensed Architect or Designer engaged by an Owner to provide professional architectural services
2. Association: The Viridian Farm Homeowners Association.
3. City: City of Salem, Utah.
4. Contractor(s): An Owner's licensed and insured general contractor or builder (including any and all of such Contractor's personnel, subcontractors, agents, suppliers, and other Person working in conjunction with the construction of improvements on Owner's lot.)
5. Developer: The DR Horton development team, their successors and assigns, also referred to in the governing documents as the "Declarant" for the Project.
6. Landscape Architect: A licensed Landscape Architect engaged by an Owner to provide professional landscape design services for a home or building project.
7. Plans: Any and all site plans, floor plans, elevations, drawings, specifications, models, photos and/or other items submitted.
8. Project: All subject areas included in the Inverness community.
9. Site: The specific Lot or parcel of real property within the Project.
10. Survey: A technical, topographical study of a Site by a Licensed Surveyor required as part of the home design process.

**Exhibit F**  
**Developer and Associates Biography Summary**



# D.R. HORTON **UTAH** — DEVELOPER, BUILDER



## **Boyd A. Martin** — Division President

Boyd has worked for D.R. Horton Utah for over **20 years** and as Utah division president since 2004. He has more than **24 years** of combined residential construction and development experience and has built more than 10,000 homes and 300 communities in both Utah and Idaho. Boyd's residential experience is equally strong in both single-family detached as well as multi-family attached developments. He has also worked for a national heavy-civil contractor as the West region business manager and for a regional apartment developer as the CFO. He is a past president of the Salt Lake Home Builders Association and is currently a member of the Utah Property Rights Coalition. He earned his bachelor's degree in accounting from Brigham Young University and a master's in real estate development from the University of Utah. Boyd is a Utah native and lives in Highland, Utah, with his wife and five children.



## **Adam Loser** — Vice President of Land

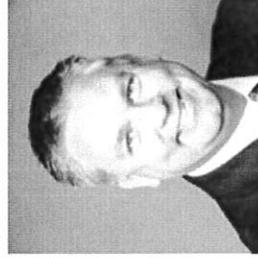
Adam has been in development for **14 years**. As V.P. of Land, Adam is responsible for acquisition, entitlement, planning, underwriting, and due diligence. Prior to joining D.R. Horton Utah, Adam was responsible for operations, structuring capitalization of funds, dispositions, and project management for SDI Realty Group. During his decade as Partner at SDI, Adam managed development of over 600,000 square feet of luxury condo-hotel projects at Park City Ski Resort, including the prestigious Hyatt Centric, Park City. Adam received his Master of Real Estate Development (MRED) from the University of Utah and is a licensed Utah Realtor. He lives in Cedar Hills with his wife and six children.

# D.R. HORTON **UTAH** — DEVELOPER, BUILDER



**Scott Bishop** — Project Manager

Scott has worked as a General Contractor and Land Developer and as the owner of a Custom Home building company in the Wasatch Front area for over **25 years**. Scott recently joined the DR Horton Utah team nearly two years ago and currently is responsible to be the Project Manager over some of the local division's large Master-Planned Community developments. Scott earned a degree in Business Management from Utah Valley University and is licensed as a Real Estate Agent in Utah. With vast experience in the process of purchasing raw land all the way through the finished product of a newly constructed home, Scott is excited to part of the DR Horton team. He lives in Pleasant Grove with his wife and three children.



**Greg Haws** — Land Planner/Urban Designer

Greg Haws is a talented urban designer, land planner, and landscape architect, as well as a highly effective project manager with extensive experience in all facets of the development process. Throughout his **22 years** of experience, Greg has worked on dozens of large-scale projects around the world, including the master plan and capacity analysis for Kennecott's 93,000 acre land holdings in Utah; the master plan for 40,000 acres in Collier County, Florida; and a strategic plan for the 20,000 acre Estrella Mountain Ranch project in Goodyear City, Arizona. Recently Greg worked on the design and entitlement work for Mountain View Master Plan, a 500-acre Transit Oriented Development in Riverton, Utah, and the form-based code for the North Village in Wasatch County, Utah. Greg is currently an adjunct professor at Brigham Young University in Urban Planning.

# LAI — LAND PLANNER, ARCHITECT & LANDSCAPE ARCHITECT



**Kenneth Puncerelli** — Founder and CEO

Ken has been involved for more than **30 years** with the planning and designing of hundreds of thousands of acres of land and millions of square feet of buildings. As a seasoned Real Estate Development Professional, Ken has worked on master-planned communities as well as site-specific development projects. Ken's portfolio includes golf course communities, mixed-use centers, commercial and industrial spaces, adaptive reuse projects, and resort properties throughout the United States, Caribbean, Africa and Mexico. Ken has a wide range of skill sets including an in-depth understanding of Civil Engineering, Architecture, Planning, Zoning, Finance, Marketing, and Conflict Resolution. In addition to being a licensed design professional Ken holds an Undergraduate degree in Architecture as well as an MBA and Master of Science in Finance and a Master of Landscape Architecture & Urban Design. Ken is a Licensed Landscape Architect in 15 states including Utah.



**Jennifer Carpenter** — Principal

With more than **20 years** of experience, Jennifer's wide-ranging skills include Conceptual Design to Construction Documentation and Project Administration, enabling her to carry design projects from inception through completion. Jennifer has been a designer and project manager on hundreds of projects throughout the United States and abroad, with an emphasis on master-planned communities and mixed-use developments. She possesses a high level of professional expertise on a variety of design-related areas, including Due Diligence, Entitlements, Public Participation, Client and Consultant facilitation and final design presentation. Jennifer holds a Bachelor of Science degree in Landscape Architecture from Ball State University.

## LEI — CIVIL ENGINEER



### **Greg Magleby** — President and Principal Engineer

Greg is a Principal and Professional Engineer at LEI with over **29 years** of experience. Greg has extensive experience working on master planned developments and the unique engineer, planning, and political challenges that are involved. Throughout his 29 years of professional experience in Utah and surrounding states, Greg has been exposed to the full spectrum of land planning, municipal engineering, and feasibility analysis. Greg's creative and "outside the box" approach to land planning and engineering has resulted in successful projects and satisfied clients. Greg received his Bachelor of Science in Civil Engineering from Brigham Young University and is licensed in the following states: Utah, Arizona, Idaho, Nevada, Wyoming and Colorado.



### **Nathan Walter** — Principal Engineer

Nathan is a principal at LEI with over **18 years** of experience. He has been at LEI for 14 years and manages and schedules projects ranging from residential and commercial developments, design of utility infrastructure, and development analysis and reporting for potential projects with varies utility usages, cost estimation, and other development requirements. Nathan's experience in civil engineering includes a wide range of projects of varying size, scope, building material and budget. He has worked with civil engineering firms in Salt Lake County and is familiar with environmental and geotechnical engineering disciplines. Successful projects have been designed and constructed to the satisfaction of clients and owners. Nathan received his Bachelor of Science in Civil Engineering from Brigham Young University and is licensed in the state of Utah.