



Washington City Council
Workshop Meeting Agenda
August 12, 2026

PUBLIC NOTICE is hereby given that the Washington City Council will hold a Public Electronic Workshop Meeting on **Wednesday, August 12, 2026 at 4:00 P.M.** hosted at Washington City Hall located at 111 North 100 East, Washington, Utah. The meeting will be broadcast via Youtube Live linked online at <https://washingtoncity.org/meetings>

1. Approval of the Agenda
2. Downtown Project
3. Solente Reimbursement Agreement
4. Closed Session
5. Adjournment

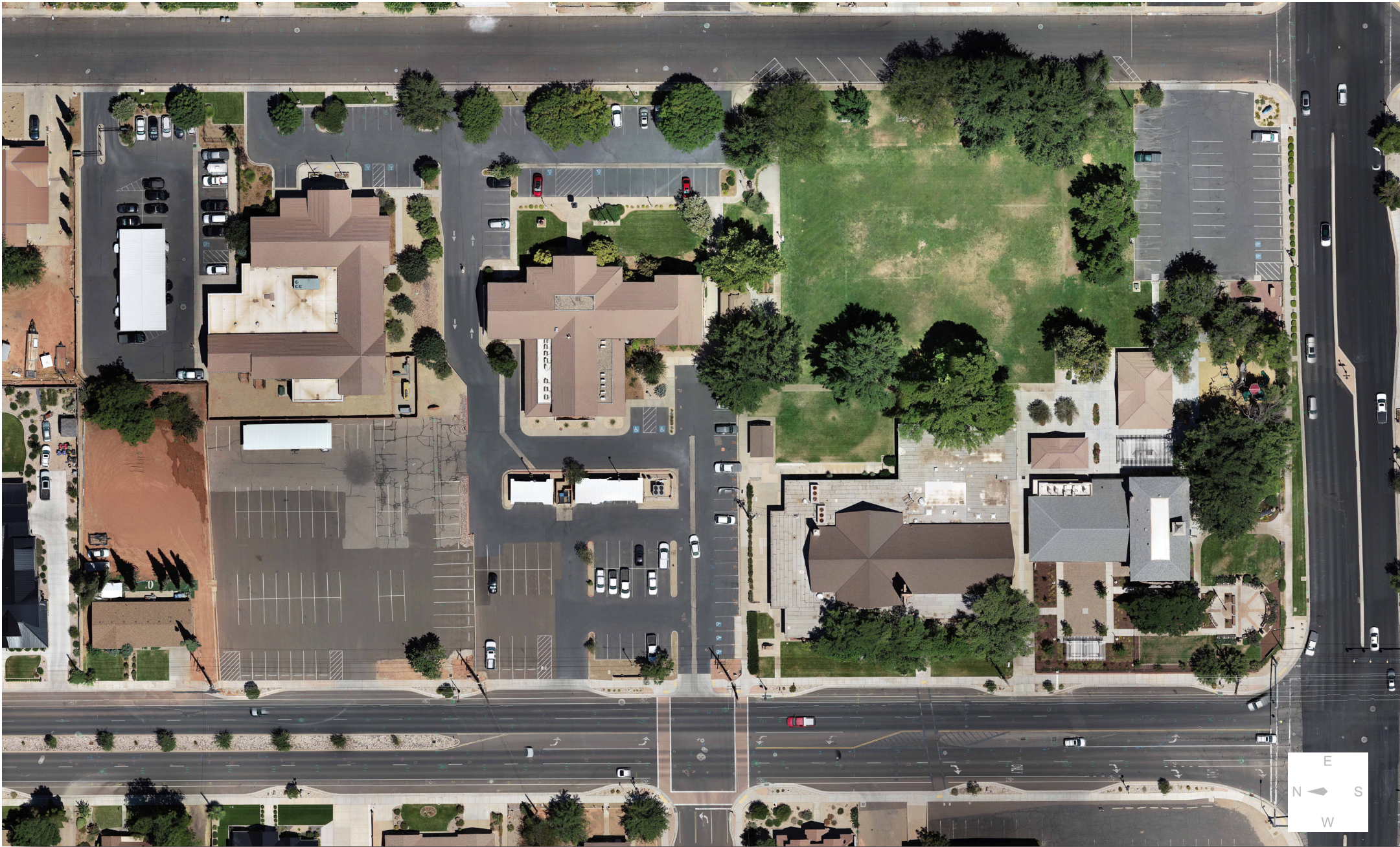
POSTED on this 6th day of August 2026
Tara Pentz, City Recorder

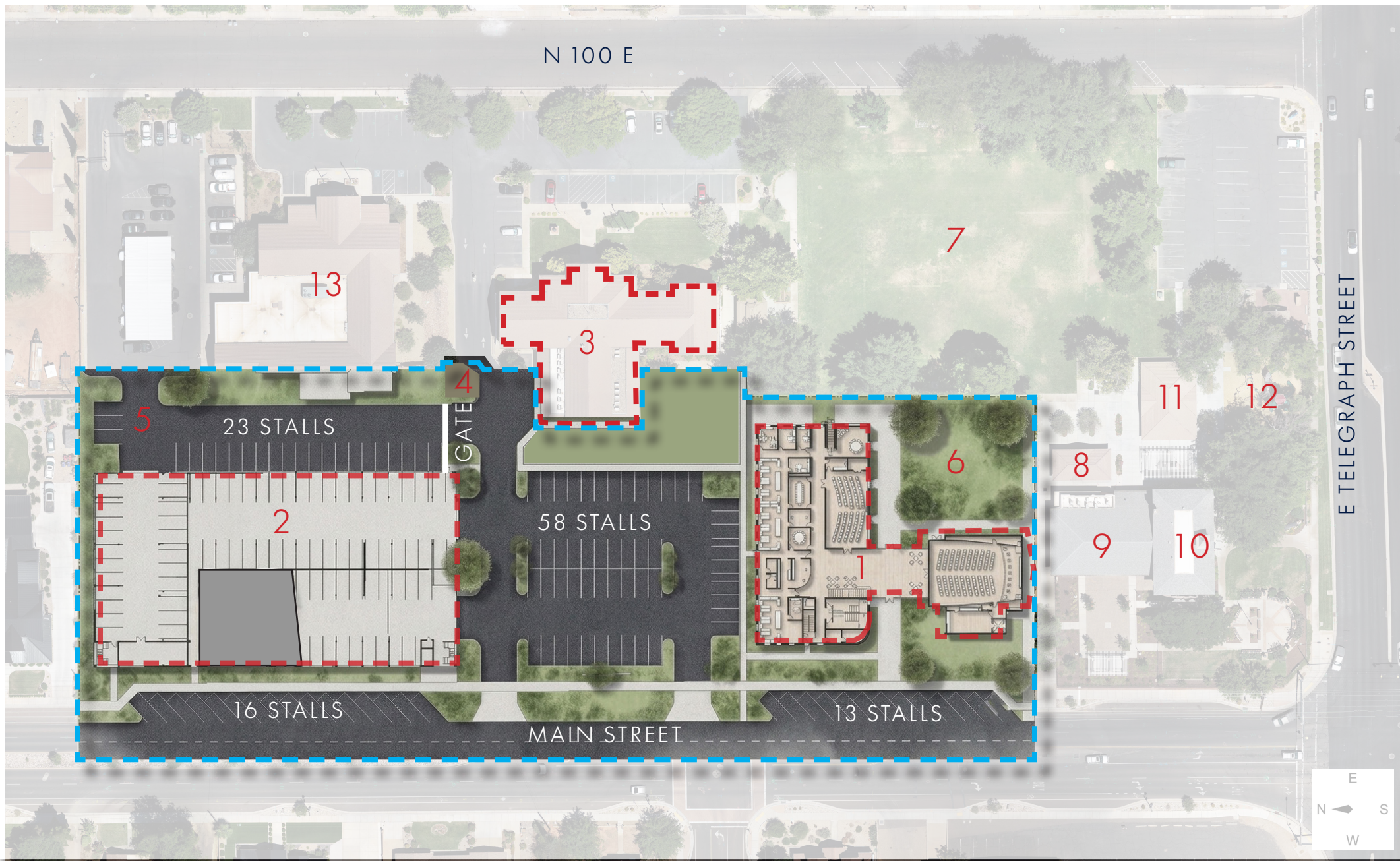
In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.

WASHINGTON CITY CIVIC CAMPUS FEASIBILITY & CONCEPT PLANNING

AUGUST 12, 2026



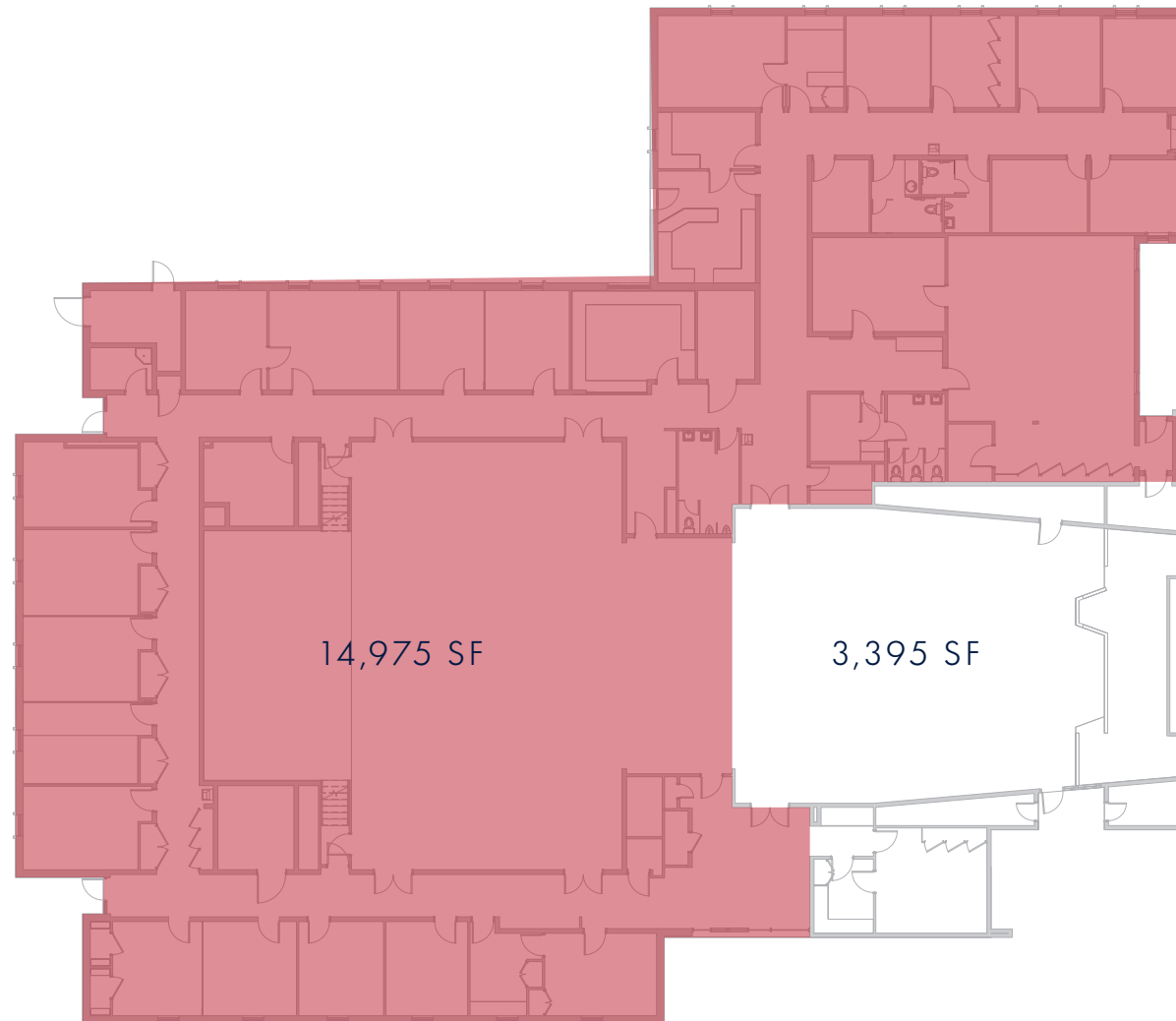




- LEGEND
- 1 - NEW CITY HALL
 - 2 - NEW PARKING GARAGE
 - 3 - EXISTING CITY HALL
 - 4 - NEW TRASH ENCLOSURE
 - 5 - NEW POLICE PARKING
 - 6 - NEW CIVIC AMENITY
 - 7 - VETERANS PARK
 - 8 - PARK RESTROOMS
 - 9 - HERITAGE HALL
 - 10 - MUSEUM
 - 11 - PARK SHADE STRUCTURE
 - 12 - PLAYGROUND
 - 13 - POLICE STATION

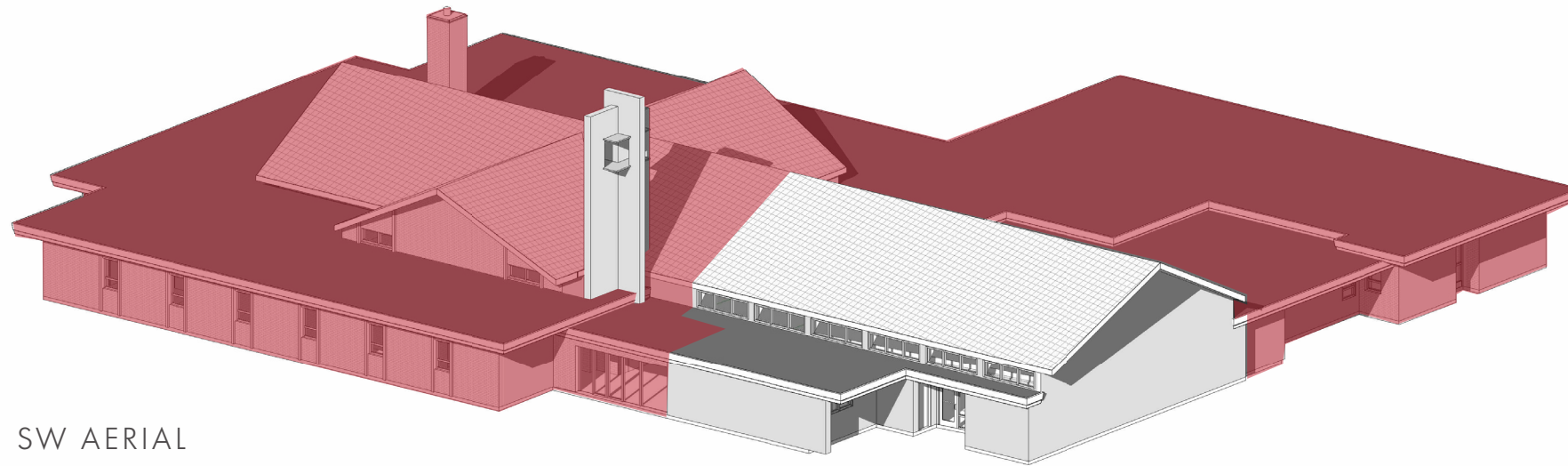
LEGEND

 TO BE DEMOLISHED

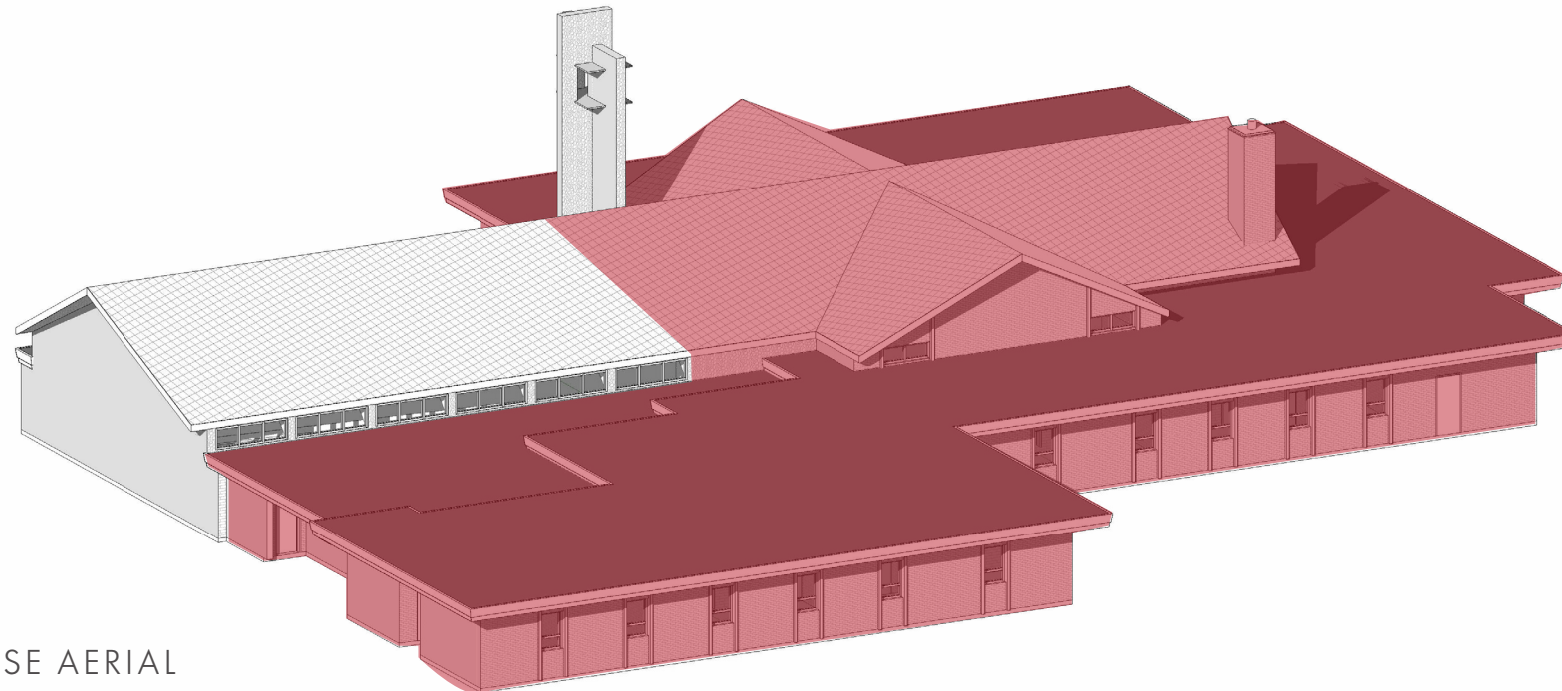


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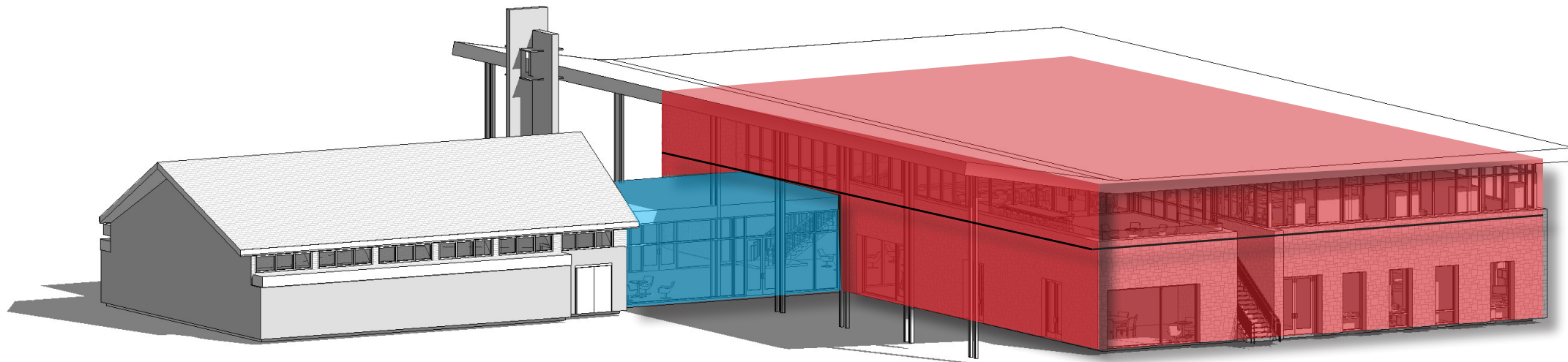
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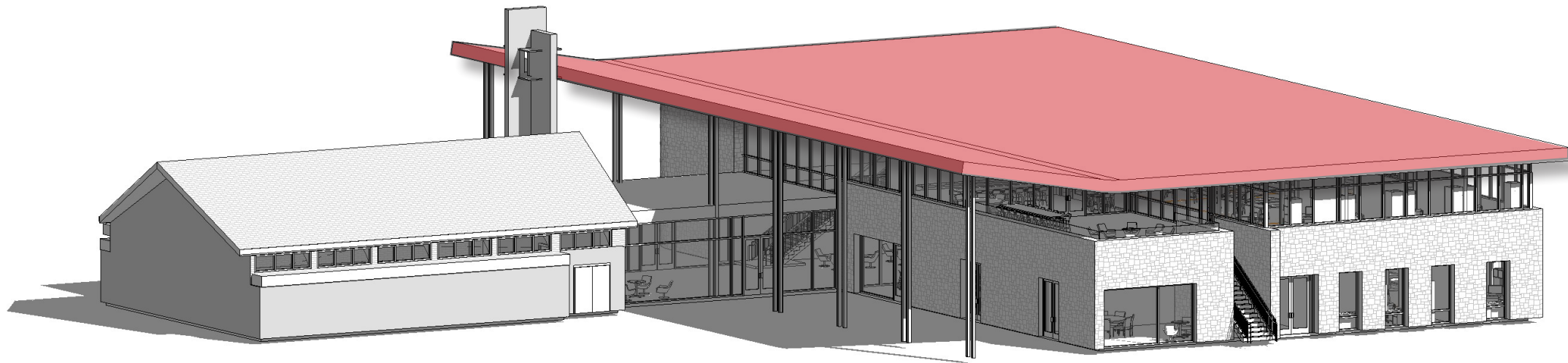


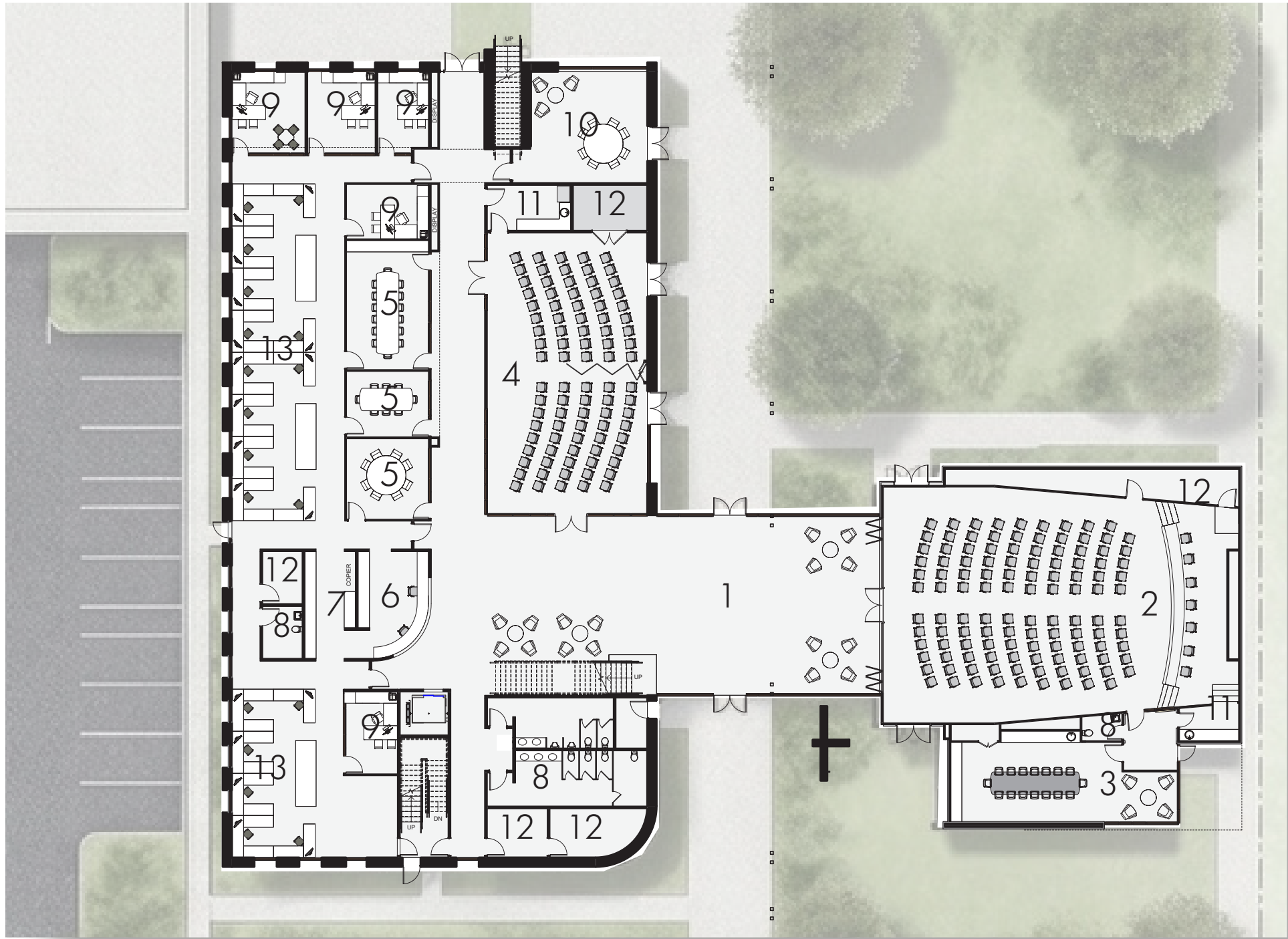
SW AERIAL



SE AERIAL







LEGEND

- 1 - LOBBY
- 2 - COUNCIL CHAMBERS
- 3 - BREAK-OUT ROOM
- 4 - EVENT SPACE
- 5 - MEETING ROOMS
- 6 - UTILITY RECEPTION
- 7 - STAFF SUPPORT
- 8 - RESTROOMS
- 9 - OFFICES
- 10 - CEREMONIAL OFFICE
- 11 - SERVERY
- 12 - SUPPORT
- 13 - WORKSTATIONS

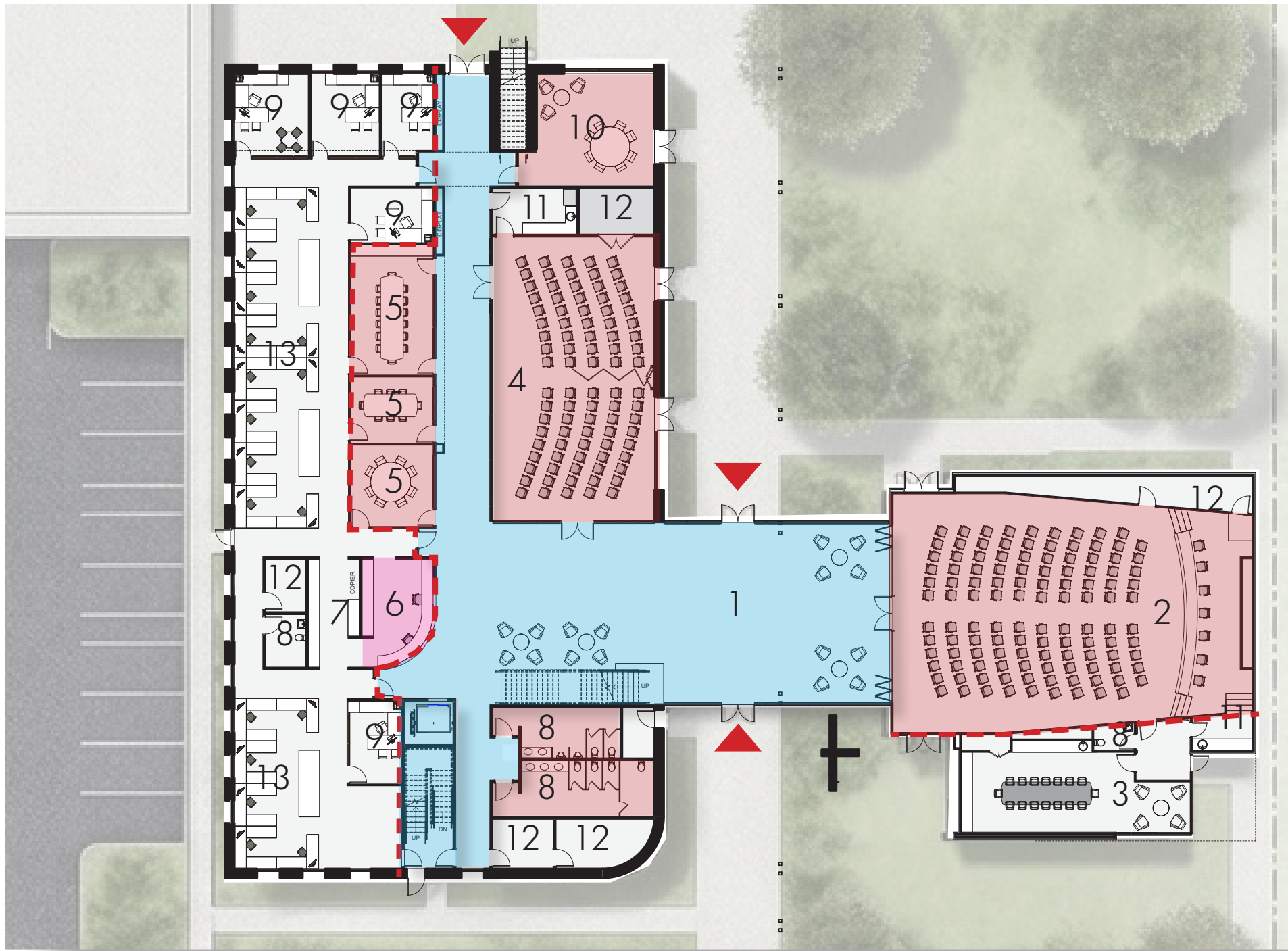
BUILDING AREA

BASEMENT	2,112 SF
MAIN FLOOR NEW	12,330 SF
MAIN FLOOR EXIST	3,395 SF
SECOND FLOOR-	8,938 SF
TOTAL -	26,775 SF

PROGRAM (L1 & L2)

OFFICES 11
 RECEPTION 4
 WORKSTATIONS 45
 TOTAL - 60 OCCUPANTS





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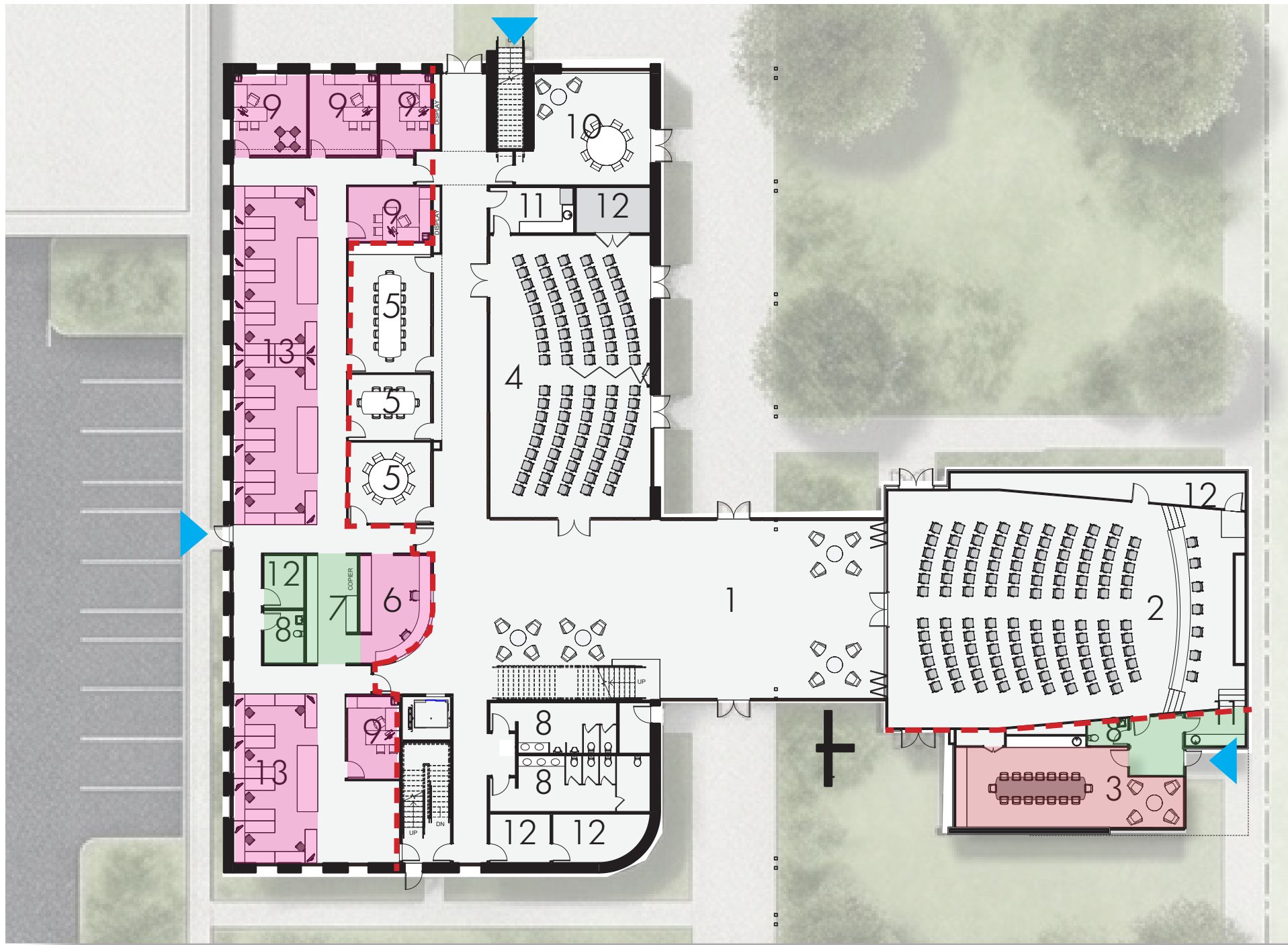
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▼ PUBLIC ACCESS





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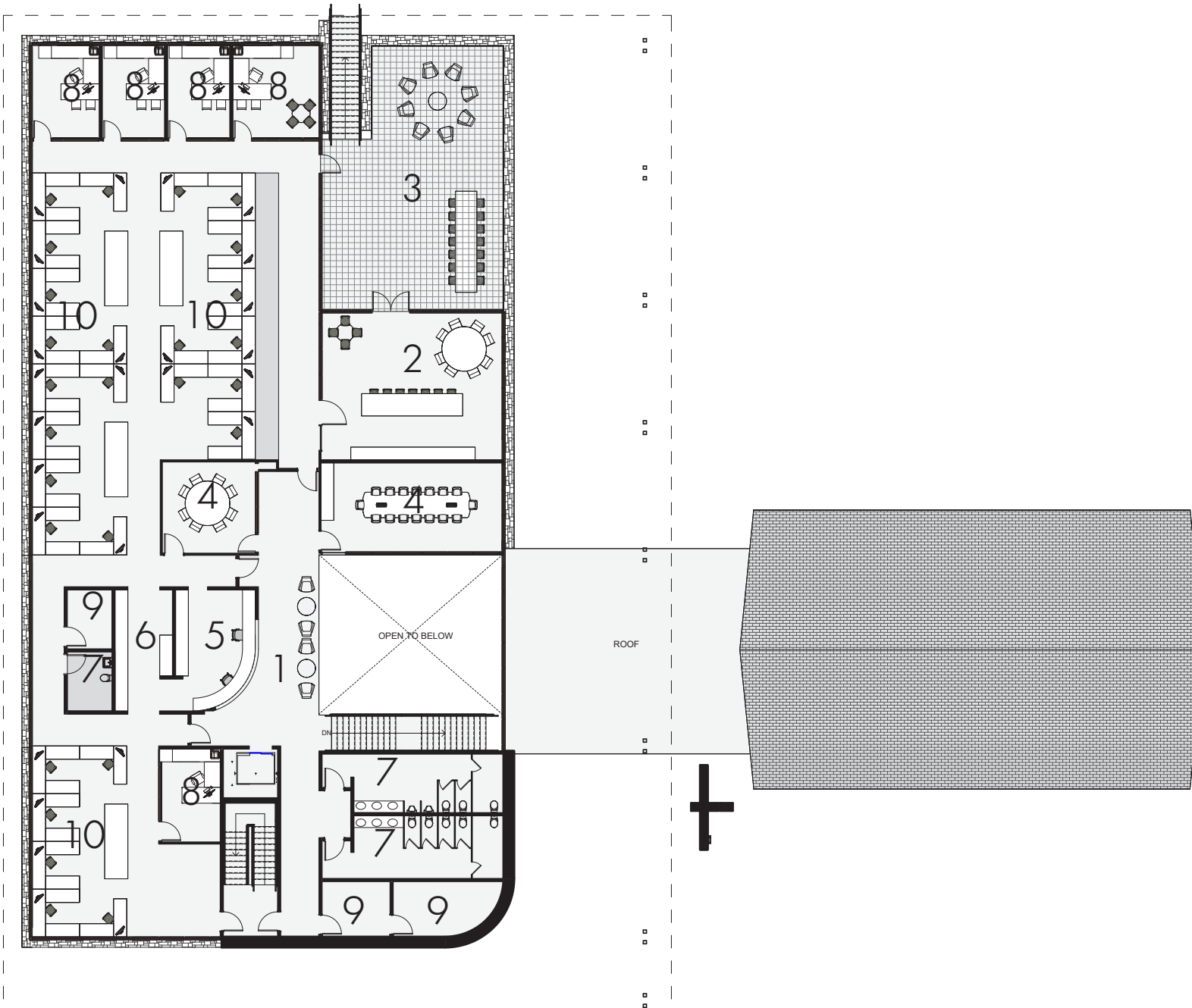
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STAFF ACCESS





LEGEND

- 1 - LOBBY
- 2 - STAFF BREAKROOM
- 3 - STAFF BALCONY
- 4 - MEETING ROOMS
- 5 - RECEPTION
- 6 - STAFF SUPPORT
- 7 - RESTROOMS
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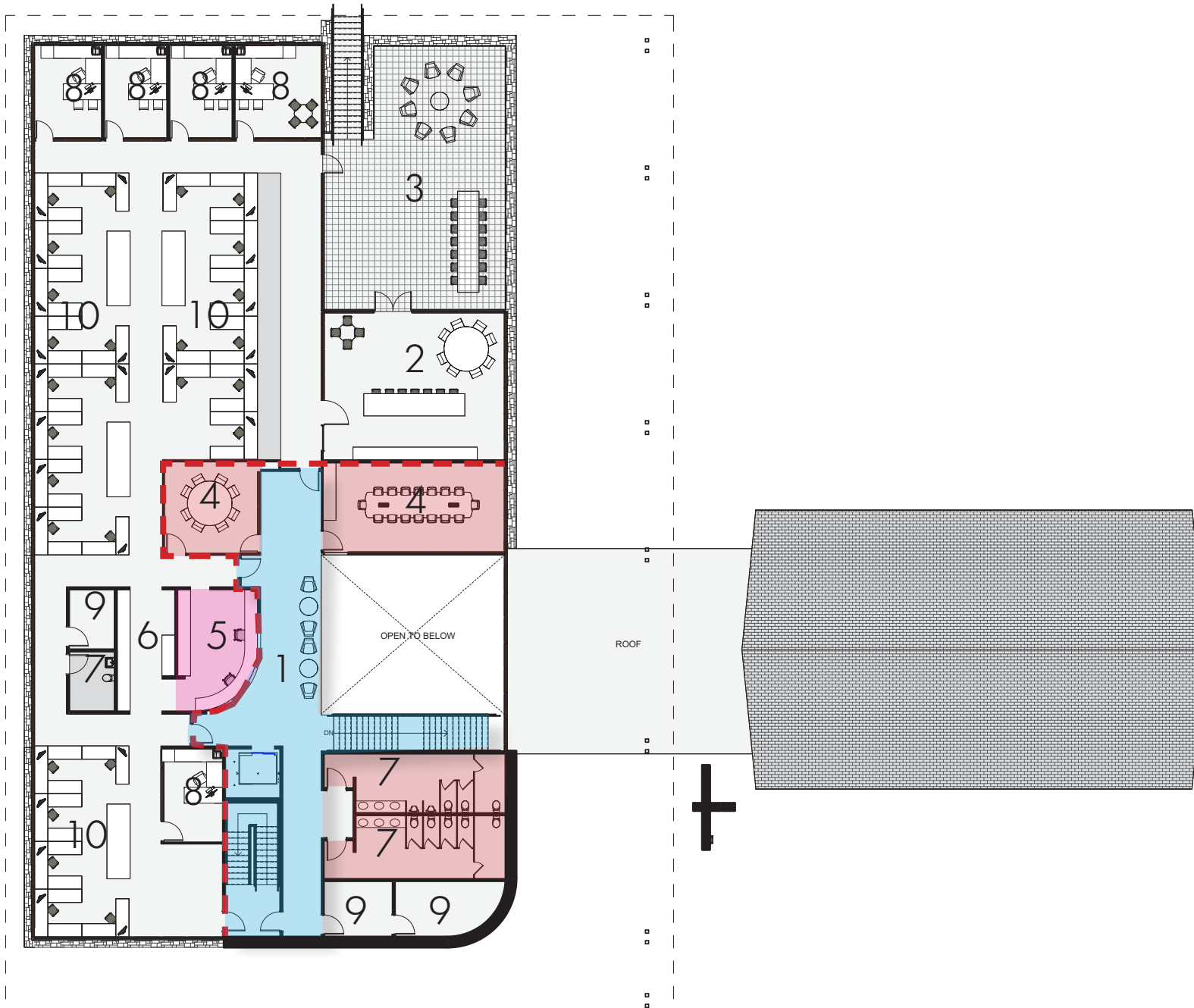
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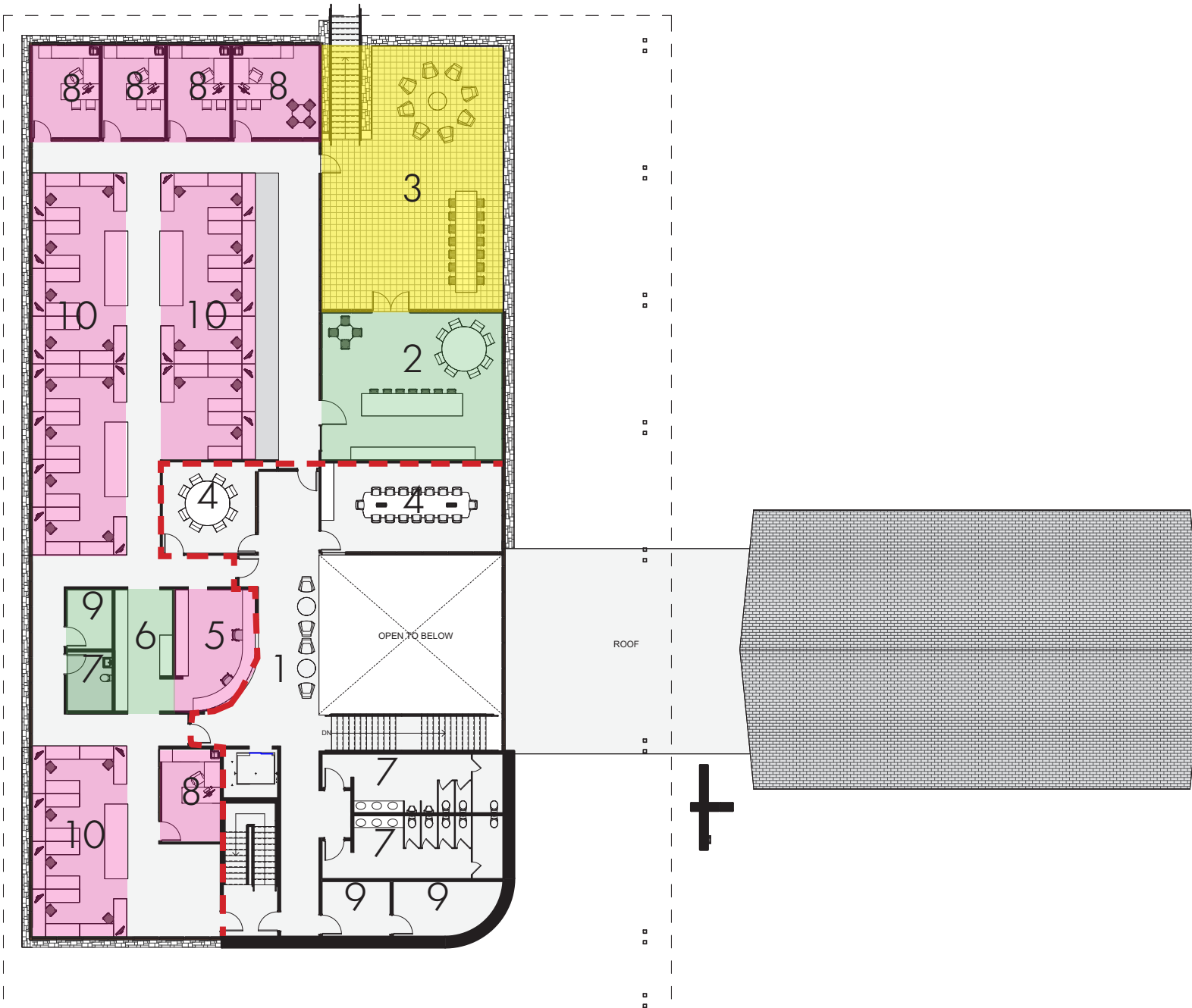
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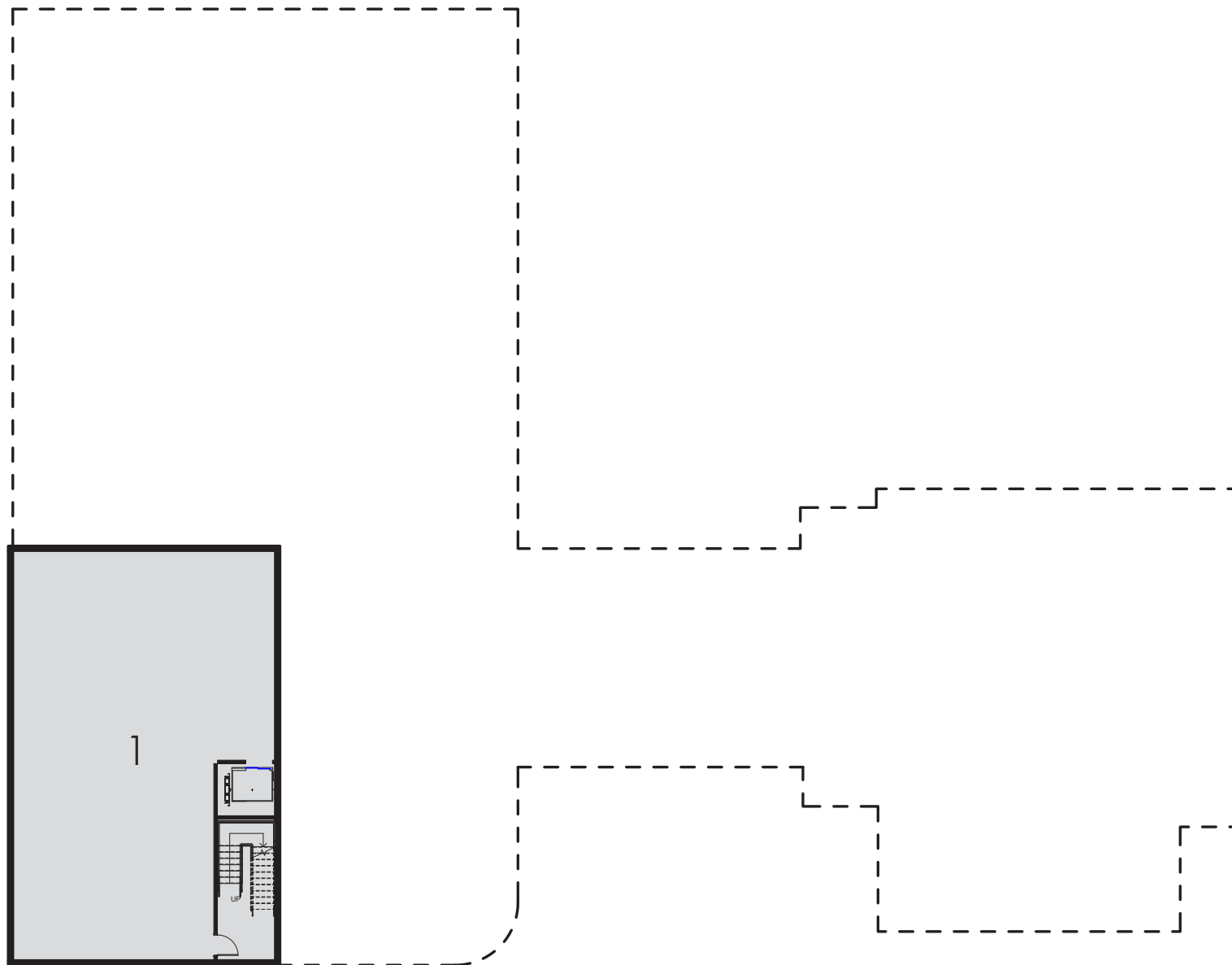
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LEGEND

1 - SUPPORT

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STREET VIEW



PARK VIEW

GATE

GATE

LEGEND

- 1 - LOBBY
- 2 - PUBLIC PARKING
- 3 - FLEET PARKING
- 4 - POLICE PARKING
- 5 - POLICE STORAGE
- 6 - SUPPORT SPACE

BUILDING AREA

MAIN FLOOR	27,415 SF
SECOND FLOOR	31,285 SF
THIRD FLOOR	27,798 SF
TOTAL -	84,498 SF

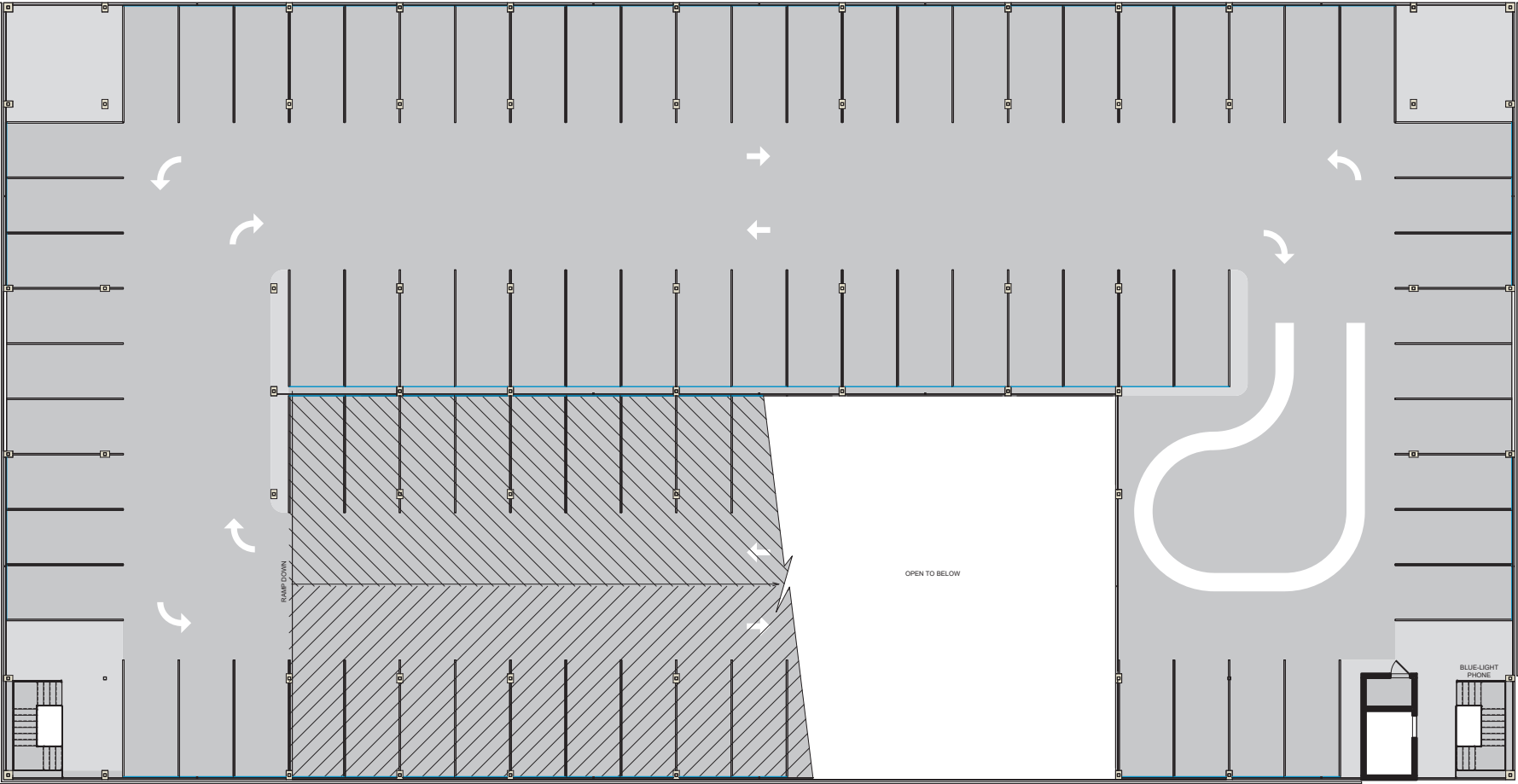
PARKING STALLS

PUBLIC	201 STALLS
FLEET	37 STALLS
POLICE	20 STALLS
TOTAL	258 STALLS

ALTERNATE 1 (ADD FLOOR)

PUBLIC	+ 97 STALLS
FOURTH FLOOR	+ 31,285 SF
COST	+ \$3,207,105





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BUILDING AREA

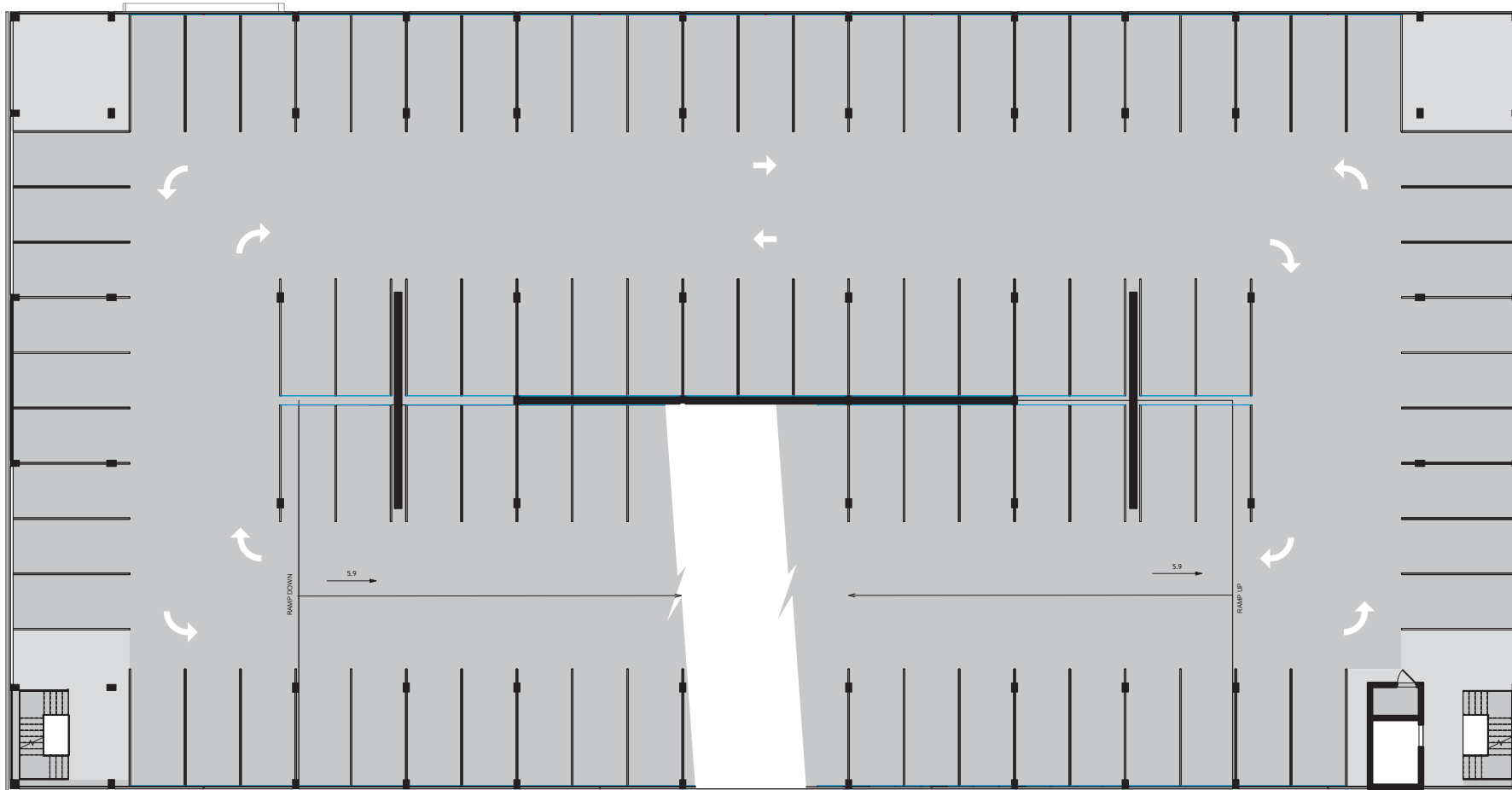
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STREET VIEW

AP ZONE

SITE
LOT AREA = 8,500 SF MINIMUM
LOT WIDTH = NOT SPECIFIED

BUILDING
FRONT YARD SETBACK = 30' MINIMUM
SIDE YARD SETBACKS = 10' MINIMUM
REAR YARD SETBACKS = 10' MINIMUM
HEIGHT = 45' MAXIMUM

PERMITTED USES
PROFESSIONAL & BUSINESS OFFICES: EXECUTIVE, ADMINISTRATIVE, LEGAL, ACCOUNTING, ENGINEERING, ARCHITECTURAL, REAL ESTATE, FINANCIAL, INSURANCE, AND CORPORATE OFFICES.

MEDICAL & HEALTHCARE FACILITIES: OUTPATIENT MEDICAL AND DENTAL CLINICS, DOCTORS' OFFICES, OPTOMETRY CLINICS, PHYSICAL THERAPY PRACTICES, AND MENTAL HEALTH COUNSELING SERVICES.

PUBLIC & COMMUNITY FACILITIES: PUBLICLY OWNED AND OPERATED MUNICIPAL OR GOVERNMENT BUILDINGS, PUBLIC LIBRARIES, FIRE/POLICE SUBSTATIONS, AND COMMUNITY SERVICE FACILITIES.

FINANCIAL INSTITUTIONS: BANKS, CREDIT UNIONS, AND FINANCIAL ADVISORY SERVICES (TYPICALLY WITHOUT HIGH-VOLUME DRIVE-THRU WINDOWS UNLESS SPECIFICALLY REVIEWED).

PERSONAL & PROFESSIONAL SERVICES: LOW-IMPACT PROFESSIONAL SERVICES SUCH AS INTERIOR DESIGN STUDIOS, PHOTOGRAPHY STUDIOS, AND NON-RETAIL CONSULTING AGENCIES.

R-1-6 ZONE

SITE
LOT AREA = 6,000 SF MINIMUM
LOT WIDTH = 60' INTERIOR LOT / 70' CORNER LOT

BUILDING
FRONT YARD SETBACK = 20' MINIMUM
SIDE YARD SETBACKS = 8' MINIMUM
REAR YARD SETBACKS = 25' MINIMUM
HEIGHT = 35' MAXIMUM

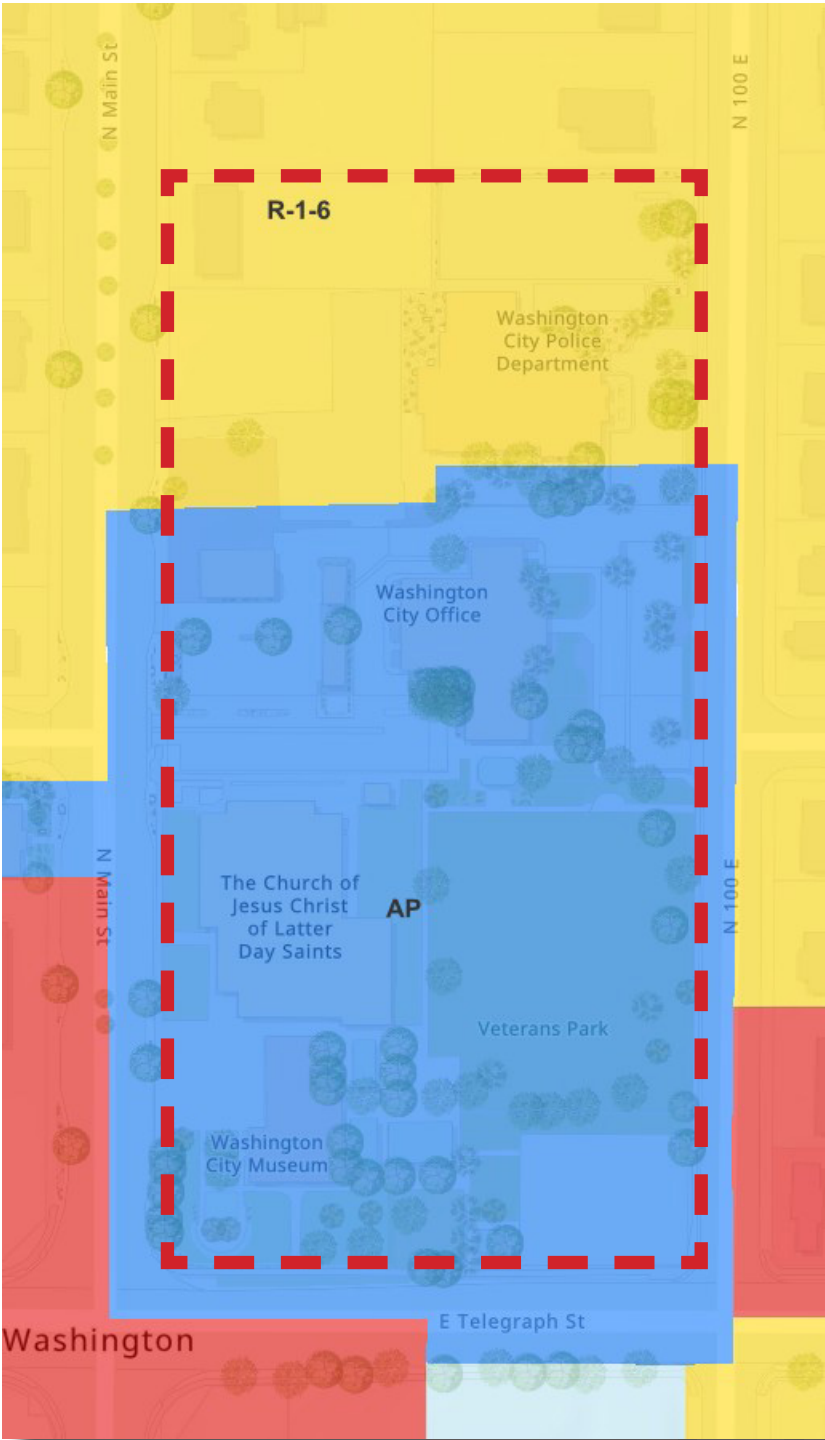
PERMITTED USES
SINGLE-FAMILY DETACHED DWELLINGS: ONE PRINCIPAL DWELLING PER LOT.

INTERNAL / ATTACHED ACCESSORY DWELLING UNITS (ADU'S): PERMITTED STATEWIDE/CITYWIDE IN SINGLE-FAMILY RESIDENTIAL ZONES SUBJECT TO SPECIFIC ADU STANDARDS AND OWNER-OCCUPANCY REQUIREMENTS.

PUBLIC PARKS AND PLAYGROUNDS: MUNICIPAL PARKS, GREEN SPACES, AND OPEN-SPACE FACILITIES OPERATED BY A PUBLIC ENTITY.

ESSENTIAL PUBLIC UTILITY FACILITIES: STANDARD DISTRIBUTION LINES, POLES, AND UNDERGROUND UTILITY MAINS.

CONDITIONAL USES
PUBLIC BUILDINGS & MUNICIPAL ANNEXES: BRANCH LIBRARIES, MUNICIPAL SATELLITE OFFICES, OR EMERGENCY SERVICE RESPONSE NODES (SUCH AS SMALL FIRE/EMS STATIONS).



APPLICABLE CODES

INTERNATIONAL BUILDING CODE	2021
INTERNATIONAL MECHANICAL CODE	2021
INTERNATIONAL PLUMBING CODE	2021
INTERNATIONAL FIRE CODE	2021
INTERNATIONAL ENERGY CONSERVATION CODE	2021
NATIONAL ELECTRICAL CODE	2023
ADA STANDARDS FOR ACCESSIBLE DESIGN	2010

NEW CITY HALL

OCCUPANCY
GROUP B (BUSINESS)
GROUP A (ASSEMBLY)
GROUP S-2 (STORAGE, LOW-HAZARD)
CONSTRUCTION TYPE - II-B
SPRINKLERED - YES

NEW PARKING GARAGE

OCCUPANCY
GROUP S-1 (STORAGE, MODERATE-HAZARD)
GROUP S-2 (STORAGE, LOW-HAZARD)
CONSTRUCTION TYPE - II-B
SPRINKLERED - TBD

EXISTING PARKING - REQUIRED

MUSEUM	20
HERITAGE HALL	81
EXISTING CITY HALL	172
POLICE STATION	49
TOTAL	322

EXISTING PARKING - PROVIDED

VETERANS PARK LOT	33
CITY HALL EAST LOT	29
CITY HALL WEST LOT	138
POLICE PUBLIC LOT	12
POLICE SECURE LOT	31
TOTAL	243

DIFFERENCE -79 STALLS

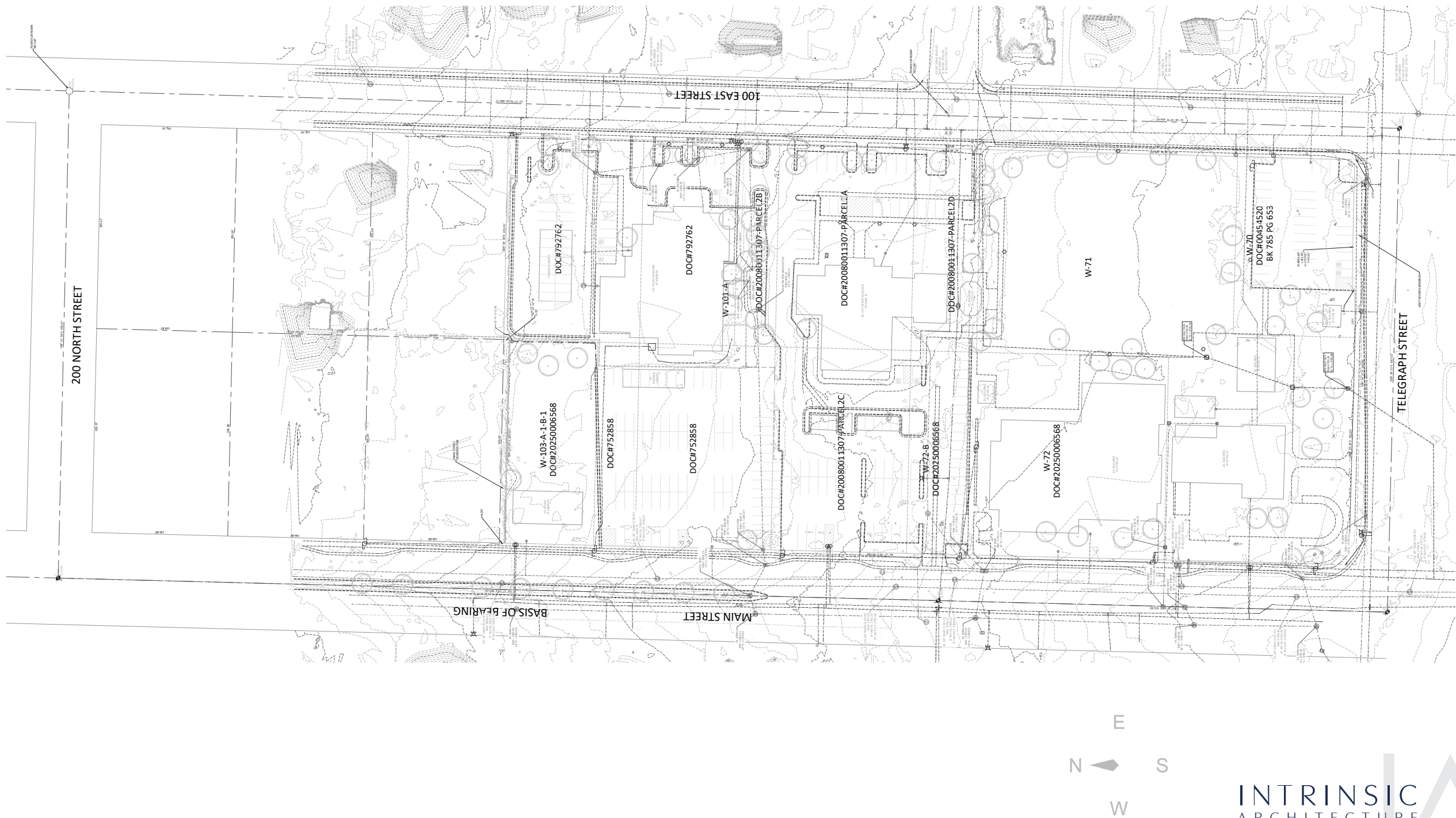
PROPOSED PARKING - REQUIRED

MUSEUM	20
HERITAGE HALL	81
EXISTING CITY HALL	172
POLICE STATION	49
NEW CITY HALL	186
TOTAL	508

PROPOSED PARKING - PROVIDED

VETERANS PARK LOT	33
CITY HALL EAST LOT	29
CITY HALL WEST LOT - REVISED	58
POLICE PUBLIC LOT EXISTING	12
POLICE SECURE LOT EXISTING + NEW	54
PARKING GARAGE (3 LEVEL)	256
TOTAL	442

DIFFERENCE -66 STALLS



APPENDIX E - DESIGN & CONSTRUCTION SCHEDULE - SUMMARY

TOTAL DURATION	START DATE	TARGET COMPLETION	CITY HALL FOOTPRINT	PARKING STRUCTURE	SITE REDEVELOPMENT
31 Months	2026-09-01	2029-03-31	27,000 sq ft	90,000 sq ft	3.3 Acres

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APPENDIX E - DESIGN & CONSTRUCTION SCHEDULE - DETAILED

PROJECT SUMMARY METRICS

Total Project Duration	31 Months
Target Completion	March / April 2029
City Hall Footprint	27,000 sq. ft. (23k new + 4k 1950s rehab)
Parking Structure	90,000 sq. ft. (3-Story CIP, 258 Stalls)
Site Redevelopment	3.3 Acres (14,000 sq. ft. Demolition)

MASTER WORK BREAKDOWN SCHEDULE & TIMELINE

WBS ID	Task / Activity Description	Category / Phase	Start Date	Finish Date	Duration (Days)	Predecessors	Assigned To / Responsible	Status
1.0	PHASE 1: ARCHITECTURAL & ENGINEERING DESIGN	Phase Header	2026-09-01	2027-08-31	121		Design Team	Not Started
1.1	Schematic Design (SD) & Site Master Planning (3.3 Acres)	Design	2026-09-01	2026-12-31	60		Architect / Civil	Not Started
1.2	Existing 1950s Building Structural Assessment & Laser Scan	Design/Eng	2026-09-01	2026-10-31	119		Structural Eng	Not Started
1.3	Design Development (DD) & Class AAA Interiors Layout	Design	2027-01-01	2027-04-30	105	1.1	Architect / MEP	Not Started
1.4	Cast-in-Place Parking Garage Structural & Cladding Specs	Design/Eng	2027-01-15	2027-04-30	122	1.1	Structural Eng	Not Started
1.5	Construction Documents (CD) - Final Drawings & Specs	Design	2027-05-01	2027-08-31	0	1.3, 1.4	A/E Team	Not Started
1.6	MILESTONE: 100% CD Approval & Permit Package Ready	Milestone	2027-08-31	2027-08-31	0	1.5	City Council / A/E	Not Started
2.0	PHASE 2: PERMITTING, BIDDING & PROCUREMENT	Phase Header	2027-07-01	2027-11-30	75		CMAR / City	Not Started
2.1	City Plan Check, Zoning Review & Fire Marshal Approvals	Permitting	2027-07-01	2027-10-31	90	1.5	City Dept / A/E	Not Started
2.2	CMAR / Subcontractor Bidding & GMP Contract Award	Procurement	2027-08-01	2027-10-15	76	1.5	City / CMAR	Not Started
2.3	Procurement: Structural Steel & Elevator Long-Lead Items	Procurement	2027-09-01	2027-11-30	0	2.2	CMAR / Trade Sub	Not Started
2.4	Procurement: Metal Cladding & Top Floor Shade Structure	Procurement	2027-09-15	2027-11-30	91	2.2	CMAR / Trade Sub	Not Started
2.5	MILESTONE: Construction Permits Issued & Contract Executed	Milestone	2027-10-31	2027-10-31	0	2.1, 2.2	Building Dept / City	Not Started
3.0	PHASE 3: DEMOLITION & SITE PREPARATION	Phase Header	2027-11-01	2028-01-31	47		Civil / Demo GC	Not Started
3.1	Hazmat Abatement (14,000 sq. ft. Existing Structure)	Site Work	2027-11-01	2027-11-30	320	2.5	Demo Contractor	Not Started
3.2	Building Demolition (14k sq. ft.) & Slab/Foundation Removal	Site Work	2027-12-01	2027-12-31	60	3.1	Demo Contractor	Not Started
3.3	Mass Earthworks, Underground Utilities & Site Grading	Civil	2027-12-15	2028-01-31	137	3.2	Civil Subcontractor	Not Started
4.0	PHASE 4: 90,000 SQ FT PARKING GARAGE CONSTRUCTION	Phase Header	2028-01-15	2028-11-30	60		Concrete / Structure GC	Not Started
4.1	Heavy Footings, Deep Foundations & Grade Beams	Structural	2028-01-15	2028-03-15	77	3.3	Concrete Sub	Not Started
4.2	3-Story Cast-In-Place Concrete Superstructure Pours	Structural	2028-03-16	2028-07-31	76	4.1	Concrete Sub	Not Started
4.3	Exterior Decorative Metal Cladding Fabrication & Install	Facade	2028-07-01	2028-09-30	0	4.2, 2.4	Cladding Sub	Not Started
4.4	Top Deck Metal Shade Canopy Structure Installation	Structural	2028-08-01	2028-09-30	393	4.2, 2.4	Steel Sub	Not Started
4.5	Dry-Pipe Fire Sprinkler & Plumbing Systems Install	MEP/Fire	2028-08-15	2028-10-31	74	4.2	Fire Sub	Not Started
4.6	Lighting, Wayfinding, Striping & 258 Parking Stalls	Finishes	2028-09-15	2028-11-30	60	4.5	Electrical / Painting	Not Started
4.7	MILESTONE: Parking Structure Substantial Completion	Milestone	2028-11-30	2028-11-30	0	4.6	CMAR / Inspector	Not Started
5.0	PHASE 5: 27,000 SQ FT CITY HALL CONSTRUCTION	Phase Header	2028-02-01	2029-02-28	108		General Contractor	Not Started
5.1	1950s Historic Building Structural Remediation & Interior Gut	Renovation	2028-02-01	2028-04-15	153	3.3	GC / Demo	Not Started
5.2	New Footings & Foundations (23,000 sq. ft. Addition)	Structural	2028-02-15	2028-04-15	0	3.3	Concrete Sub	Not Started
5.3	Structural Steel Erection, Decking & Concrete Slabs	Structural	2028-04-16	2028-06-15	89	5.2, 2.3	Steel Sub	Not Started
5.4	Exterior Framing, Envelope, Roofing & Glazing (Dry-In)	Envelope	2028-06-01	2028-08-31	61	5.3	Envelope Sub	Not Started
5.5	MEP Rough-Ins, Elevator Tower & Fire Protection	MEP	2028-07-15	2028-10-31	58	5.4	MEP Subs	Not Started
5.6	Class AAA Office Interior Build-Out, Finishes & Millwork	Interiors	2028-09-15	2029-02-15	58	5.5	Finishes Subs	Not Started
5.7	MILESTONE: City Hall Building Substantial Completion	Milestone	2029-02-28	2029-02-28	0	5.6	CMAR / City	Not Started
6.0	PHASE 6: SITE FINISHES, CIVIL & LANDSCAPING	Phase Header	2028-12-01	2029-02-28	30		Civil / Site Sub	Not Started
6.1	Pedestrian Plaza Hardscaping, Concrete Paving & Lighting	Civil/Site	2029-01-31	2029-01-31	0	4.7, 5.4	Civil Sub	Not Started
6.2	Landscaping, Irrigation & Exterior Site Amenities	Site	2029-01-01	2029-02-28	0	6.1	Landscape Sub	Not Started
7.0	PHASE 7: COMMISSIONING & OCCUPANCY	Phase Header	2029-02-01	2029-03-31	0		City / CMAR	Not Started
7.1	Building Systems Testing, TAB & Fire Life-Safety Checks	Commissioning	2029-02-01	2029-02-28	0	5.6	CX Agent / Fire	Not Started
7.2	Final Building Department Inspections & Certificate of Occupancy	Permitting	2029-02-15	2029-03-15	0	7.1	Building Official	Not Started
7.3	FF&E Furniture Delivery, IT Networking & Staff Move-In	Occupancy	2029-03-01	2029-03-31	0	7.2	City Staff / Vendors	Not Started
7.4	MILESTONE: Final Completion & Grand Opening	Milestone	2029-03-31	2029-03-31	0	7.3	City Mayor / Council	Not Started

APPENDIX F - PRELIMINARY CONSTRUCTION COSTS - SUMMARY

Construction Budget Estimate Summary (Median Rates)
Location: Washington City, UT | Site Area: 3.3 Acres | Date: August 2026

Item #	Budget Component	Description / Basis	Estimated Median Cost	% of Direct Cost
1	New City Hall	27,000 SF total (23k SF steel frame new + 4k SF church adaptive reuse + 15k SF demo)	\$9,474,500	42.5%
2	Existing City Hall Renovation	15,000 SF interior refresh (12k SF office + 3k SF courtroom conversion)	\$960,000	4.3%
3	Parking Garage Structure	90,000 SF 3-story CIP concrete structure, 256 stalls, elevator, cladding & canopy	\$9,650,000	43.3%
4	Site Development & Earthwork	3.3 Acres site prep, earthwork, 80 surface stalls, utilities, landscaping	\$2,215,000	9.9%
SUBTOTAL - DIRECT HARD COSTS		Sum of Direct Component Costs	\$22,299,500	100.0%
MARKUPS & CONTINGENCIES				
	GC General Conditions, Overhead & Profit	Contractor field general conditions, corporate overhead & fee (13.0%)	\$2,898,935	13.0%
	Design Contingency	Design development and scope definition refinement (2.0%)	\$445,990	2.0%
	Owner Changes Contingency	Programmatic and owner-driven scope modifications (2.0%)	\$445,990	2.0%
	Escalation Contingency	Market labor and material price inflation (6.0%)	\$1,337,970	6.0%
TOTAL ESTIMATED CONSTRUCTION BUDGET		Excludes FF&E, land acquisition & soft fees	\$27,428,385	123.0%

Key Clarifications & Assumptions:

- 1. Excluded Costs: Furniture, Fixtures & Equipment (FF&E), design fees, land acquisition, and city permitting fees.
- 2. New City Hall: 27,000 SF overall scope (23,000 SF new steel frame + 4,000 SF repurposed church + 15,000 SF demolition).
- 3. Old City Hall: 15,000 SF interior update (12,000 SF cosmetic refresh + 3,000 SF courtroom conversion).
- 4. Parking Garage: ~90,000 SF 3-story CIP concrete structure providing 256 stalls, shade canopy over top stalls, and metal cladding on 3 sides.
- 5. Site Work: 3.3 Acres total site area, including demolition, earthwork, 80 additional surface parking stalls, utilities, and updated landscaping.

ALTERNATE 1 (ADD PARKING LEVEL) + \$3,207,105 = \$30,635,490

APPENDIX F - PRELIMINARY CONSTRUCTION COSTS - DETAILED

Scope / Line Item Description	Quantity	Unit of Measure	Median Unit Rate	Total Estimated Cost
1. NEW CITY HALL COMPLEX (27,000 SF Total)				
Church Building Partial Demolition	15,000	SF	\$10	\$150,000
Adaptive Reuse (Church Repurpose - Structural & Envelope)	4,000	SF	\$210	\$840,000
New Steel Frame Construction (Shell & Core - 23,000 SF)	23,000	SF	\$240	\$5,520,000
Basement Differential (2,000 SF Excavation, Shoring & Foundation)	2,000	SF	\$100	\$200,000
Interior Finishes & MEP Systems (Complete 27,000 SF)	27,000	SF	\$113	\$3,037,500
NEW CITY HALL SUBTOTAL			Component Subtotal:	\$9,747,500
2. OLD CITY HALL RENOVATION (15,000 SF Total)				
Office Spaces Cosmetic Refresh (Paint, Carpet, Tile, Lighting)	12,000	SF	\$43	\$510,000
Council Chambers to Courtroom Conversion (Dais, Benches, AV, Security)	3,000	SF	\$150	\$450,000
OLD CITY HALL RENOVATION SUBTOTAL			Component Subtotal:	\$960,000
3. PARKING GARAGE STRUCTURE (~90,000 SF / 256 Stalls)				
Cast-in-Place Concrete Structure (Footings, Columns, Decks - 3 Levels)	90,000	SF	\$95	\$8,550,000
Vertical Circulation (1 Elevator & 2 Concrete Stair Towers)	1	LS	\$315,000	\$315,000
Architectural Metal Cladding System (3 Exterior Elevations)	25,000	SF	\$17	\$425,000
Top Deck Canopy / Shade Structure (Stall Coverage)	40,000	SF	\$9	\$360,000
PARKING GARAGE SUBTOTAL			Component Subtotal:	\$9,650,000
4. SITE DEVELOPMENT & EARTHWORK (3.3 Acres)				
Site Demolition & Clearing (Existing Asphalt, Concrete & Walls)	100,000	SF	\$3	\$275,000
Earthwork, Mass Grading & Terracing	3	Acre	\$150,000	\$495,000
New Surface Parking Lot (80 Stalls, Paving, Striping, Curbs)	80	Stall	\$4,250	\$340,000
Site Utilities & Infrastructure (Water, Sewer, Stormwater, Power)	1	LS	\$550,000	\$550,000
Landscaping, Hardscape & Plazas (Plantings, Irrigation, Lighting)	60,000	SF	\$9	\$555,000
SITE DEVELOPMENT SUBTOTAL			Component Subtotal:	\$2,215,000
TOTAL DIRECT CONSTRUCTION HARD COSTS				\$22,572,500



Work Session Briefing Document

Description: As a key component of the Secondary Water Irrigation Master Plan adopted by the City Council in January 2025 a request is made for the City to enter into a reimbursement agreement with GREEN SPRINGS WASHINGTON, LLC for construction of the Solente Secondary Water Irrigation 1-Million-Gallon Tank and associated transmission lines, distribution line upsizing, drain line, and pumphouse in the Solente Development.

Meeting Date: August 12, 2026

Presenter: Submitted By: Blake Fonnesebeck

Background Information: In the 2025 Secondary Water Irrigation Master Plan some critical facilities were identified that would need to be in place to begin the process of building and propagating the Washington City Secondary Irrigation system. The system would need supply, storage, and transmission. Several secondary water storage facilities are to be located in the Solente Development. The master plan called for a phased approach which required an Irrigation storage tank be located at a particular elevation for efficiency of the system. The City has been working with the developer to find the right location for this 1-Million Gallon tank. The agreed upon site was finally selected but has a tight time constraint for construction due to its close proximity to the Solente Club House amenity's construction timeline. This project was not budgeted in this current year's budget but funds are available in the Water Reserve Fund. This reimbursement agreement provides for the tank to be constructed by the developer as well as other parts of the system in a phased approach.

Fiscal Impact: Total Agreement Estimate \$5,260,673, Current Fiscal Estimate for Tank \$2,600,000

Impacted Fund: Water Fund

Recommendation: Staff recommends approval of this agreement with Green Springs Washington by the City Council.

WASHINGTON CITY-SOLENTE 1-MILLION-GALLON IRRIGATION TANK REIMBURSEMENT AGREEMENT

This PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of ____, ____ (the “**Effective Date**”), by and between GREEN SPRINGS WASHINGTON, LLC, a Utah limited liability company (“**Developer**”) and WASHINGTON CITY, a Utah municipal corporation (the “**City**”). Developer and the City are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Pursuant to Section 10.2.1 of that certain Development Agreement dated March 8, 2022, by and between the City and Green Springs Washington, LLC (the “Development Agreement”), the Parties contemplated cooperating to plan, design, and construct a secondary irrigation water system, including transmission and distribution lines, storage ponds, irrigation pumps, and related ancillary facilities for the purpose building a public irrigation system to help reduce culinary water consumption, preserving culinary water supplies, and providing a sustainable source of irrigation water for properties located within and outside of the Project. The Parties now desire to further implement and facilitate the planning, design, construction, funding, reimbursement, ownership, operation, and maintenance of certain portions of the and related public improvements pursuant to the terms and conditions of this Development Agreement.

B. The City intends for certain public irrigation system improvements to be constructed consisting of, but not limited to, a 1-million-gallon irrigation water storage tank, transmission lines, upsizing distribution lines, pump station, and a drain line, as set forth in Exhibit A-1 and Exhibit A-2 (collectively the “Public Improvements”) which may be constructed in one or multiple phases to supply secondary irrigation water to portions of the Solente project and other areas within the city limits.

C. The City desires to locate components of the Public Improvements to be located within Solente’s project boundary. Alliance Consulting has provided an exhibit identifying the proposed location of these components, as set forth in Exhibit A-1 and A-2, and a detailed list of their estimated costs in Exhibit B-1 and B-2. Developer desires to maintain control of the sequencing of construction and schedule of the work performed within the Solente project.

D. The Solente project and all structures within the Solente project boundary are governed by the Solente Estate Village Design Guidelines as set forth in Exhibit C.

E. The Developer and the City previously entered into a Public Improvements Reimbursement Agreement dated March 20, 2025 (the “Prior Reimbursement Agreement”), the scope of which may overlap with certain portions of the Work contemplated under this Agreement.

F. To facilitate the construction of the public irrigation system, the Parties desire to enter into this Agreement to set forth the City’s reimbursement obligations to the Developer for Public Improvements which will be designed, permitted, and constructed by the Developer on behalf of the City; and to confirm the manner and timing of such reimbursements, subject to the

terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Scope of Work.** Notwithstanding anything else to the contrary and subject to Section 3 below, Developer and City collectively elect to proceed forward with the Public Improvements depicted in Exhibit A-1 and Exhibit A-2 (also referred to herein as the “**Work**”). An engineer’s preliminary estimate of the costs associated with the Work as illustrated in Exhibit A-1 is attached as Exhibit B-1. An engineer’s accounting of costs already incurred for irrigation pipe upsizing and overall irrigation system master planning reports associated with the Work as illustrated in Exhibit A-2 is attached as Exhibit B-2. The estimated costs in Exhibit B-1 shall be revised following completion of the final construction drawings, receipt of all required permits and approvals, and award of construction contracts. Upon award of the construction contracts, Developer shall provide City with a detailed reconciliation of the revised cost estimate and awarded contract amounts, which shall serve as the basis for determining the final cost of the Work under this Agreement out as illustrated in Exhibit A-1 and outlined in Exhibit B-1. Upon executing of this agreement, the City shall reimburse Developer for costs as outlined in Exhibit B-2 for Work already completed in Exhibit A-2. Developer shall cause the Work to be performed and completed in a good and workmanlike manner, using quality materials and properly licensed and bonded contractors. In addition, Developer shall cause the Work to be performed and completed in compliance with the Washington City Construction Design Standards and Details, the Underground Power and Construction Standards, the Subdivision Ordinances, Washington City Grading Manual, and all other ordinances adopted by Washington City.

2. **Prior Reimbursement Agreement.** The Parties acknowledge that portions of the Work may have already been designed, commenced, or constructed under the Prior Reimbursement Agreement by the Developer prior to the execution of this Agreement and for which the Developer has not yet been reimbursed by the City. Any eligible costs associated with such overlapping work that have not previously been reimbursed by the City shall be reimbursable pursuant to the terms of this Agreement, provided that the Developer shall not be entitled to duplicate reimbursement for the same work, cost, or expense. To the extent of any inconsistency, conflict, or overlap between this Agreement and the Prior Reimbursement Agreement with respect to the Work, reimbursement obligations, or any related rights and responsibilities of the Parties, the terms of this Agreement shall govern and control and shall supersede the corresponding provisions of the Prior Reimbursement Agreement. The Prior Reimbursement Agreement shall otherwise remain in full force and effect with respect to matters not expressly addressed or superseded by this Agreement.

3. **Bidding & Contractor Selection.** Developer and City will collaborate in the bidding process, and Developer will select a contractor capable of meeting the project schedule, budget, and quality requirements. Developer will notify City of all contractor and vendor awards associated with this project.

4. **Construction Sequencing and Coordination.** The Parties acknowledge that the Public Improvements identified in this Agreement are components of a larger public irrigation system and that portions of the Work are to be constructed within the boundaries of the Project. The Parties further acknowledge that construction of the Work must be coordinated with the Developer's ongoing development activities to minimize disruption, avoid conflicts between contractors, maintain the orderly progression of the Project, and promote efficient completion of both the Project and the Work.

Except in the event of an emergency affecting public health, safety, or essential utility service, Developer shall retain the right to establish and manage the sequencing, timing, and coordination of the Work performed within the Project boundaries. The City, its contractors, and any utility providers performing the Work shall cooperate with the Developer's construction schedule and shall not commence Work within the Project unless such Work has been coordinated with the Developer as to timing, location, access, and staging. Developer's approval shall not be unreasonably withheld, conditioned, or delayed.

The Parties acknowledge that the Work may be constructed in one or more phases, as mutually agreed by the Developer and the City. Nothing in this Agreement shall require that all components of the Work be completed simultaneously, provided that each phase is constructed in a manner that preserves the functionality, integrity, and ultimate completion of the overall public irrigation system.

Prior to commencement of each phase of the Work, the Developer or its contractor shall provide the City with a proposed construction schedule identifying anticipated commencement dates, duration of work, limits of disturbance, access requirements, anticipated utility interruptions, and other information reasonably necessary for coordination. The Parties shall meet as reasonably necessary to review, coordinate, and update the construction schedule throughout the performance of the Work.

Developer shall designate approved construction access routes, staging areas, material storage locations, and limits of disturbance within the Project. The Work shall be confined to the approved areas unless otherwise authorized in writing by the Developer.

If either Party becomes aware of circumstances that materially affect the agreed construction schedule or sequencing, that Party shall promptly notify the other Party. The Parties shall cooperate in good faith to revise the schedule in a manner that minimizes delays, additional costs, and impacts to the Project and the Work.

Nothing in this Section shall prevent the City from undertaking emergency work reasonably necessary to protect public health, safety, property, or essential utility service. To the extent reasonably practicable, the City shall notify the Developer before commencing such emergency work and shall coordinate restoration of affected areas following completion of the emergency work.

During active construction, authorized representatives of the Parties shall meet at reasonable intervals, upon the request of either Party, to discuss construction progress, upcoming activities,

scheduling conflicts, safety concerns, access coordination, and modifications necessary to facilitate timely completion of the Project and the Work.

Developer shall exercise its sequencing authority in a commercially reasonable manner and shall not unreasonably delay or prevent completion of the Work. Likewise, the City shall use commercially reasonable efforts to perform the Work in accordance with the agreed construction schedule and in a manner that minimizes interference with the orderly development of the Project

5. **Reimbursement of Costs.** City is solely responsible for the cost of the Work. All such costs incurred by Developer will be reimbursed by the City to the Developer on a monthly basis. To receive reimbursement for the Work under this Agreement, Developer shall submit a written request for payment to the City, which request shall include an itemized invoice of the costs of the Work to be reimbursed pursuant to this Agreement (the “**Reimbursement Amount**”). City shall pay the Reimbursement Amount in immediately available funds no later than the day that is Thirty (30) days following the City’s receipt of the reimbursement request.

6. **Completing Construction.** Upon completion of the Work, Developer shall deliver to the City a request for inspection. In the event the City identifies defective items, the Developer shall diligently undertake to perform such work as is necessary to remediate the defective items, and the Parties shall work in good faith to confirm remediation of the defective items. The Parties shall repeat the foregoing process of requests and inspections until such time as the City issues written notice that the Work has been satisfactorily completed in accordance with the plans. The Parties hereby agree to work in good faith to achieve satisfactory completion of the Work.

7. **Design Guidelines.** The Work will conform to the Solente Estate Village Design Guidelines as set forth in Exhibit C.

8. **Easement and Operating Expenses.** Developer shall grant City such permanent access and utility easements as may be reasonably necessary for the City to access, operate, maintain, repair, replace, and inspect the Public Improvements, including the tank parcel and any associated facilities. Upon completion and acceptance of the Public Improvements by the City, all ownership, operation, maintenance, repair, and replacement responsibilities for the Work shall be assumed by the City and performed at the City’s sole cost and expense.

9. **Default and Remedies.** Developer or the City, respectively, shall be in default hereunder in the event such Party fails to perform or comply with any obligation or agreement of such Party contained herein and such default shall continue for a period of thirty (30) days following notice from the non-defaulting Party; provided, however, that if such default is not of the type that could reasonably be cured within a thirty (30) day period, the defaulting Party shall have additional time as may be necessary to complete such cure, provided the defaulting Party initiates its curative efforts within said thirty (30) day period and thereafter diligently pursues and completes such cure. Upon an event of default hereunder, each non-defaulting Party shall be entitled to exercise all rights and remedies available to such Party at law or in equity, all of which shall be cumulative, but shall not be entitled to recover any circumstantial, punitive, lost profits or any form of speculative damages, all of which are hereby expressly waived. In any action related

to the obligations contained in this Agreement, the Parties' remedy for breach shall be limited to specific performance only.

10. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors and assigns, and no third party is intended to, or shall have, any rights hereunder.

11. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any Party or upon being sent by overnight mail service, by facsimile (with verbal confirmation of receipt), or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the City:	Washington City Attorney Attn: Thad D. Seegmiller 111 North 100 East Washington City, Utah 84780
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If to Developer:	Green Springs Washington, LLC c/o Clyde Capital Group, LLC Attn: Brook Cole and Ryan Coates 482 W 800 N, Ste 204 Orem, Utah 84057
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With a copy to:	Clyde Companies, Inc. Attn: Brandon Hale, General Counsel 730 North 1500 West Orem, Utah 84057
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12. **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

13. **Nature of Relationship.** It is specifically understood and agreed by and between the Parties hereto that no Party is acting as the agent of the other in any respect hereunder and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

14. **Assignment.** Developer may assign the rights and obligations under this Agreement to a third party so long as the City agrees in writing, such approval not to be withheld unreasonably, conditioned or delayed, and a written instrument is executed by Developer and such

third-party assignee clearly indicating the assignee's rights and obligations and Developer's continuing rights and obligations, if any.

15. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

16. **Amendments.** This Agreement may be amended only in writing and signed by the Parties.

17. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Developer. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the Agreement or any earlier draft of the same. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures to Follow]

EXECUTED on the day and year set forth above.

DEVELOPER:

GREEN SPRINGS WASHINGTON, LLC
A UTAH LIMITED LIABILITY COMPANY

By: _____
Name: _____
Its: _____

ATTEST:

WASHINGTON CITY, a Utah municipal
corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A-1

Public Improvements Exhibit

[Attached]

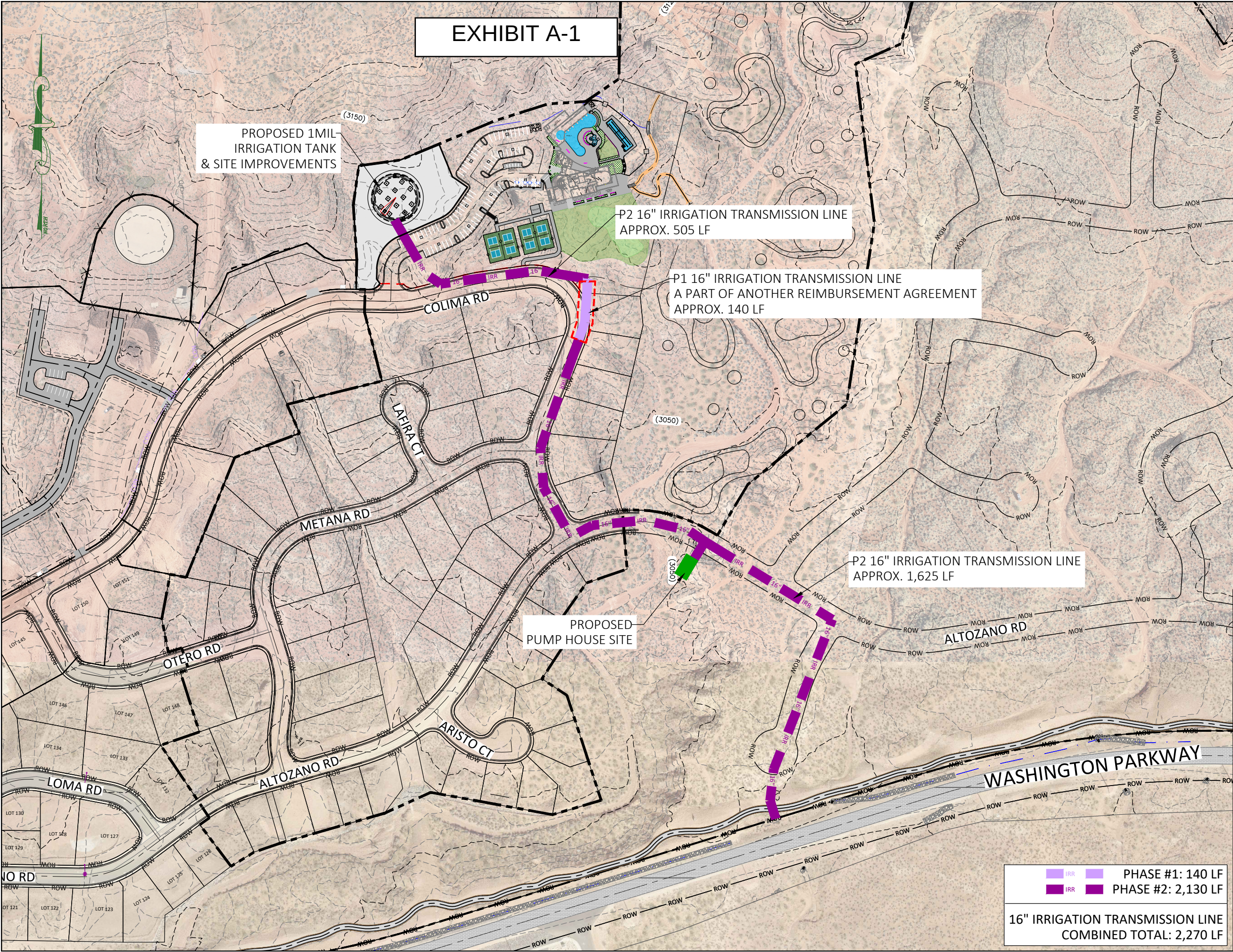


EXHIBIT A-1

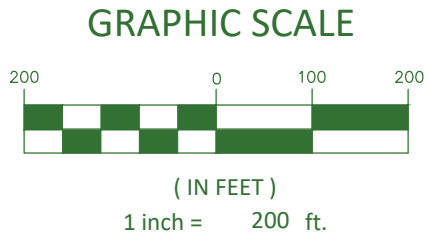
PROPOSED 1MIL-
IRRIGATION TANK
& SITE IMPROVEMENTS

P2 16" IRRIGATION TRANSMISSION LINE
APPROX. 505 LF

P1 16" IRRIGATION TRANSMISSION LINE
A PART OF ANOTHER REIMBURSEMENT AGREEMENT
APPROX. 140 LF

P2 16" IRRIGATION TRANSMISSION LINE
APPROX. 1,625 LF

PROPOSED
PUMP HOUSE SITE




ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

**SOLENTE
IRRIGATION TANK
& TRANSMISSION LINE**

FOR
CLYDE CAPITAL GROUP

LOCATED IN
WASHINGTON CITY
WASHINGTON COUNTY, UT

 IRR	PHASE #1: 140 LF
 IRR	PHASE #2: 2,130 LF
16" IRRIGATION TRANSMISSION LINE COMBINED TOTAL: 2,270 LF	

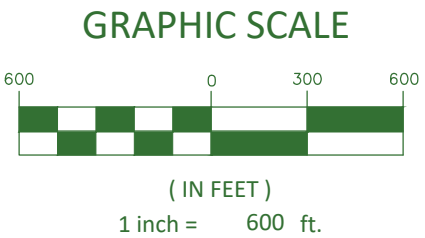
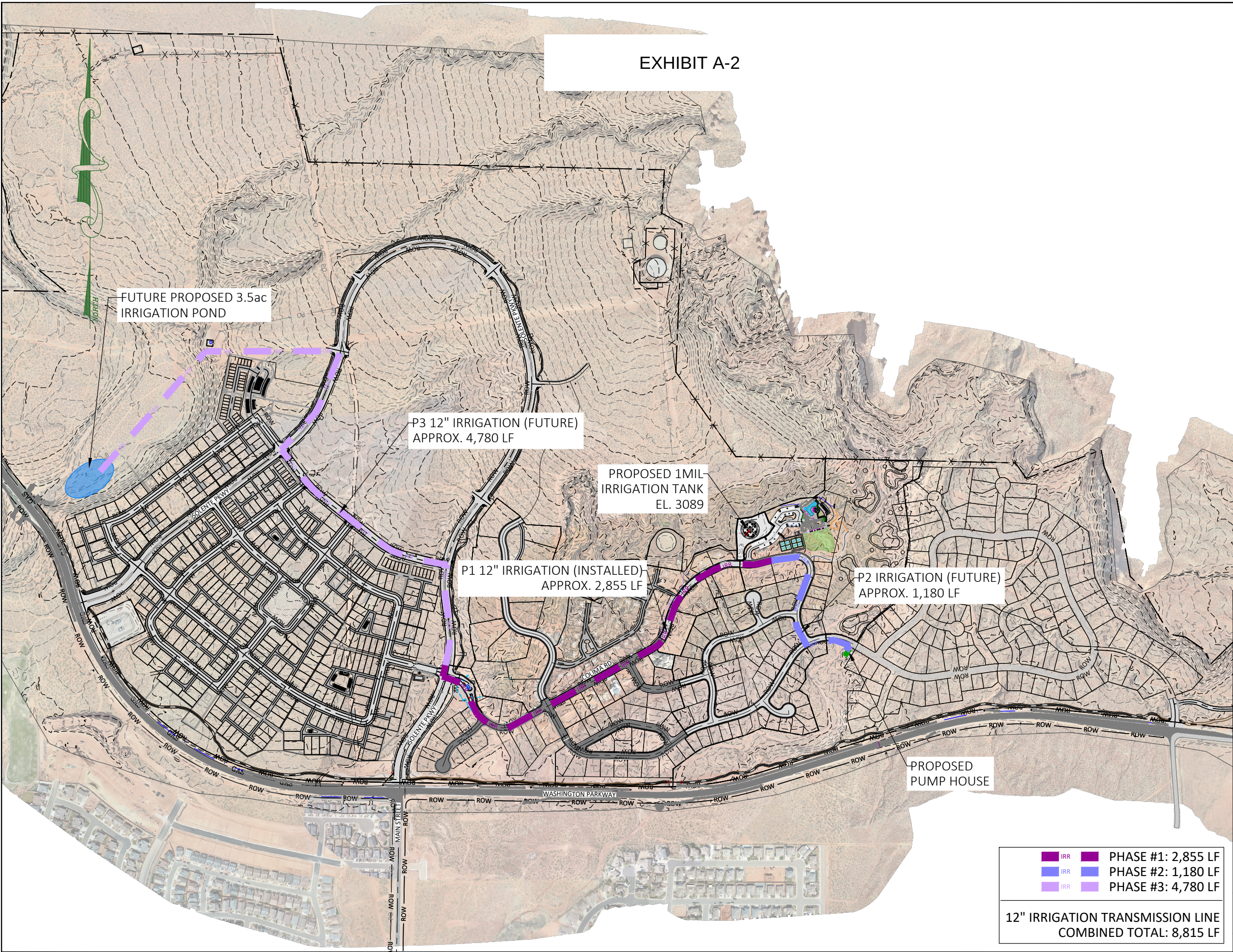
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Client No.	4558-30	Project No.	4558-30
File Name: Solente-Overall Irrigation System.dwg			
Drawing Sheet			
1			
Sheet 1 of 1 Sheets			

EXHIBIT A-2

Public Improvements – Upsized Lines

[Attached]

EXHIBIT A-2



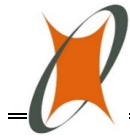
**SOLENTE
IRRIGATION UPSIZE
TO TRANSMISSIONS**
FOR
CLYDE CAPITAL GROUP
LOCATED IN
WASHINGTON CITY
WASHINGTON COUNTY, UT

IRR	PHASE #1: 2,855 LF
IRR	PHASE #2: 1,180 LF
IRR	PHASE #3: 4,780 LF
12" IRRIGATION TRANSMISSION LINE COMBINED TOTAL: 8,815 LF	

Drawn By:	Date:
SK	6-26-2026
Client No.	Project No.
4558	4558
File Name: Solente-Overall Irrigation System.dwg	
Drawing Sheet	
1	
Sheet	1 of 1 Sheets

EXHIBIT B-1
Engineer's Public Improvement Estimate

[Attached]



PROJECT: Solente Irrigation Tank, Pump House & Transmission Line
PREPARED BY: ALLIANCE CONSULTING
PROJECT NO.: 4558-30
LOCATION: Washington, Utah
DATE: June 26, 2026

Solente Irrigation Tank Grading

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	General Condition/Mobilization	1	LS	\$4,500.00	\$ 4,500.00
2	Traffic Control	1	LS	\$1,500.00	\$ 1,500.00
3	Clear and Grub	1	LS	\$2,000.00	\$ 2,000.00
4	Dust Control	1	LS	\$3,500.00	\$ 3,500.00
5	Pre-Construction Condition Documentation	1	LS	\$500.00	\$ 500.00
6	SWPPP Prep & BMP's	1	LS	\$1,000.00	\$ 1,000.00
7	Earthwork/Excavation & Stockpiles	1	LS	\$215,125.00	\$ 215,125.00
8	Earthwork/Material/Excavation & Placing Villa Area (Approx 10,350 CY)	1	LS	\$36,255.00	\$ 36,255.00
9	Dirt Berm (18" Tall)	1,125	LF	\$1.50	\$ 1,687.50
10	12" Fiber Rolls/Wattles	740	LF	\$3.00	\$ 2,220.00
11	Inlet Protection (Berm Bags)	1	SF	\$1,150.00	\$ 1,150.00
12	Orange Construction Fence	470	LF	\$5.00	\$ 2,350.00
				*Total	\$ 271,787.50

*Based on Apex Excavating Bid Price

Solente 1 Million Gallon Irrigation Tank

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
13	General Condition/Mobilization/ Bonding	1	LS	\$ 75,000.00	\$ 75,000.00
14	Dust Control	1	LS	\$ 8,500.00	\$ 8,500.00
15	1 Million Gallon Irrigation Tank with Pipes and Materials	1	LS	\$ 1,565,000.00	\$ 1,565,000.00
16	2) 1-1/2" Conduit	600	LF	\$ 38.50	\$ 23,100.00
17	Tank Base Course	11,820	SF	\$ 2.30	\$ 27,186.00
18	Earthwork/ Rework/ Backfill	9,935	CY	\$ 11.50	\$ 114,252.50
19	Driveway Entrance	500	SF	\$ 13.00	\$ 6,500.00
20	Site Wall Improvements	1	LS	\$ 138,550.00	\$ 138,550.00
21	Site Landscaping & Irrigation	26,653	SF	\$ 5.00	\$ 133,265.00
22	Rock Walls	1,050	SF	\$ 18.50	\$ 19,425.00
				Total	\$ 2,110,778.50

Solente Transmission Lines

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
23	Remove Existing Sewer Line Manhole & Lat (Approx 200 feet)	1	LS	\$ 9,580.00	\$ 9,580.00
24	Remove & Replace Existing Asphalt & Base	5,225	SF	\$ 4.10	\$ 21,422.50
25	Remove & Replace Curb and Gutter	120	LF	\$ 38.50	\$ 4,620.00
26	Remove & Replace Sidewalk	600	SF	\$ 10.50	\$ 6,300.00
27	Install Sewer Lateral	100	LF	\$ 45.00	\$ 4,500.00
28	16" DI, Class 51 Transmission Line with Bends and Fittings	505	LF	\$ 185.00	\$ 93,425.00
29	16" PVC DR-18 C900 with Bends and Fittings & Valves	1,625	LF	\$ 145.00	\$ 235,625.00
30	12" DI Drain Line within Bends and Fittings & Valves	500	LF	\$ 110.00	\$ 55,000.00
31	48" dia SD Manhole	1	Each	\$ 8,500.00	\$ 8,500.00
32	Storm Drain Energy Dissipater	1	Each	\$ 15,000.00	\$ 15,000.00
Total					\$ 453,972.50

Solente Pump House.

ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	Site Improvements Earthwork Grading	1	Each	\$ 55,600	\$ 55,600.00
2	Irrigation Pumps/ Motors (Pumps/ Motors/Cans) with Piping, Valves, Manifold, Valve, etc.	1	LS	\$ 565,000	\$ 565,000.00
3	Pump House Site/Building Electrical	1	LS	\$ 420,000	\$ 420,000.00
4	Site Wall Improvements	1	LS	\$ 35,000.00	\$ 35,000.00
5	Site Landscaping & Irrigation	5,800	SF	\$ 5.00	\$ 29,000.00
Total					\$ 1,104,600.00

Total Price	\$ 3,941,138.50
Contingency 10%	\$ 394,113.85
Engineering / CACO 15%	\$ 591,170.78
Grand Total	\$ 4,926,423.13

EXHIBIT B-2
Engineer's Upsizing Cost

[Attached]



PROJECT: Solente Transmission Line from Pump House to Pond
PREPARED BY: ALLIANCE CONSULTING
PROJECT NO.: 4558-30
LOCATION: Washington, Utah
DATE: June 26, 2026

Phase 1 (Installed Irrigation Lines)				Project Cost With 12" Pipe		Project Cost With 8" Pipe		Difference for Upsize	
ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	General Condition/Mobilization	1	LS	\$16,500.00	\$ 16,500.00	\$11,350.00	\$ 11,350.00	\$5,150.00	\$ 5,150.00
2	12" PVC DR-18 C-900 Water Line & Locator Wire (Purple Pipe)	2,855	LF	\$95.00	\$ 271,225.00	\$65.00	\$ 185,575.00	\$30.00	\$ 85,650.00
3	12" Gate Valve	10	EA	\$4,500.00	\$ 45,000.00	\$3,150.00	\$ 31,500.00	\$1,350.00	\$ 13,500.00
4	12" Bends and Fittings	14	EA	\$1,500.00	\$ 21,000.00	\$1,100.00	\$ 15,400.00	\$400.00	\$ 5,600.00
Total					\$ 353,725.00	Total	\$ 243,825.00	Total	\$ 109,900.00

Phase 2 (Irrigation Line from Pump House to Colima)				Project Cost With 12" Pipe		Project Cost With 8" Pipe		Difference for Upsize	
ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	General Condition/Mobilization	1	LS	\$7,300.00	\$ 7,300.00	\$5,000.00	\$ 5,000.00	\$2,300.00	\$ 2,300.00
2	12" PVC DR-18 C-900 Water Line & Locator Wire (Purple Pipe)	1,180	LF	\$95.00	\$ 112,100.00	\$65.00	\$ 76,700.00	\$30.00	\$ 35,400.00
3	12" Gate Valve	5	EA	\$4,500.00	\$ 22,500.00	\$3,150.00	\$ 15,750.00	\$1,350.00	\$ 6,750.00
4	12" Bends and Fittings	6	EA	\$1,500.00	\$ 9,000.00	\$1,100.00	\$ 6,600.00	\$400.00	\$ 2,400.00
Total					\$ 150,900.00	Total	\$ 104,050.00	Total	\$ 46,850.00

Phase 3 (Irrigation Line from Solente Pkwy to Irrigation Pond)				Project Cost With 12" Pipe		Project Cost With 8" Pipe		Difference for Upsize	
ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	General Condition/Mobilization	1	LS	\$30,000.00	\$ 30,000.00	\$18,500.00	\$ 18,500.00	\$11,500.00	\$ 11,500.00
2	12" PVC DR-18 C-900 Water Line & Locator Wire (Purple Pipe)	4,780	LF	\$95.00	\$ 454,100.00	\$65.00	\$ 310,700.00	\$30.00	\$ 143,400.00
3	12" Gate Valve	12	EA	\$4,500.00	\$ 54,000.00	\$3,150.00	\$ 37,800.00	\$1,350.00	\$ 16,200.00
4	12" Bends and Fittings	16	EA	\$1,500.00	\$ 24,000.00	\$1,100.00	\$ 17,600.00	\$400.00	\$ 6,400.00
Total					\$ 562,100.00	Total	\$ 384,600.00	Total	\$ 177,500.00
Grand Total					\$ 1,066,725.00	Grand Total	\$ 732,475.00	Grand Total	\$ 334,250.00

EXHIBIT C

Solente Estate Village Design Guidelines

[Attached]

Solenté Estate Village Design Guidelines



October 2025

PREPARED BY:
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Contact Information

Design Review Board

Solenté DRC may also be contacted at the following mailing address:

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Attn: Design Review Committee
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St. George, UT 84770

Washington City

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washingtoncity.org
111 North 100 East
Washington, Utah 84780

Solente Design Guidelines updates and revisions:

March 2024 -final review draft
June 2024 - fence and wall revisions
October 2025 - HOA clarifications and additions

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1.0 Definitions

The terms defined herein shall have meanings as defined below:

1. Additions: Any project that increases the enclosed square footage or height of an existing residence or accessory structure by enlarging or extending its exterior footprint.
2. Architect: A design professional engaged by an Owner to provide professional design services, advise, and assist the Owner in the Design Review process.
3. Association: The Solenté Homeowners' Association.
4. Building Envelope: The designated area within a lot or parcel in which the building footprint must be located
5. City: Washington City, Utah.
6. Committee Member: Any member of the Committee or Design Review Committee.
7. Committee Representative: The Committee Member or designated individual who is authorized by the Committee to act on behalf of and/or represent, the Committee as a whole.
8. 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.)
9. Design Review: The comprehensive architectural review process by which an Owner submits plans for any construction and/or landscaping on a Site within the Project.
10. Design Review Committee: The "Committee" or the "DRC" consisting of three (3) to five (5) members, appointed by the Association's Board of Directors, as more fully defined in Section 9 herein.
11. Developer: The Solenté development team, their successors and assignees, also referred to in the governing documents as the "Declarant" for the Project.
12. Home Remodeling: Interior or exterior alterations to an existing residence or accessory structure that do not expand the building footprint or height but materially change the building's appearance, structure, or utility.
13. Landscape Architect: A licensed Landscape Architect engaged by an Owner to provide professional landscape design services for a home or building project.
14. Limit of Disturbance (LOD): the area within a lot or parcel where all temporary or permanent construction activity must be contained.
15. Lot Feature Map (LFM): A map of the lot depicting its location and existing conditions, including slopes, easement and utility locations, views, any special features
16. Performance Deposit: The deposit of funds intended to cover the Association's expenses in conforming construction, landscaping, and/or other improvements to approved plans and the requirements of the Design Guidelines.
17. Performance Deposit Agreement: The agreement accompanying the Performance Deposit.
18. Plans: Any and all site plans, floor plans, elevations, drawings, specifications, models, depictions and/or other plans submitted as part of Design Review.
19. Project: All areas included within the Solenté community.
20. Site and Landscape Projects: Improvements or modifications to a lot outside the primary dwelling that may affect grading, drainage, utilities, or the visual character of the property.
21. Site: The specific Lot or real property within the Project undergoing Design Review.
22. Square Footage: The area of the building measured to the outside face of the stud. All habitable space, mechanical space, garages, etc. The only space excluded from the square footage number is the crawl space.
23. Survey: technical, topographical study of a site by a Licensed Surveyor required as part of the Design Review application process.



2.0 Introduction

Nestled in the red rock foothills above Washington City, Solenté's unique topography, geology, climate, and flora present an ideal canvas on which to create a genuine distinctive place that embodies the art of living outside. The Solenté Master Planned Community celebrates and embraces the site's remarkable natural features while applying timeless community design principles to create what will become one of the region's premier destination resorts and recreational lifestyle communities.

2.0.1 Solenté Community Goals and Objectives

- Establish a strong sense of place and community identity through the highest level of excellence in design and development
- Create a balanced community with a variety of commercial, resort oriented, and residential product types
- Enhance outdoor living lifestyle with exclusive tailored, passive and active recreational amenities
- Capitalize on the under-served upscale market to create a unique, bespoke, dining and hospitality experience for the region
- Become the preferred place where family, friends, and individuals love to visit and call home



2.1 Purpose

The Solenté Design Guidelines have been established to assist property owners through the design review process and to assist with the process of building and modifying a residence in the community. The standards and requirements outlined within these Design Guidelines are adopted to foster design cohesion and to create a sense of place with a distinct community identity.

The Design Guidelines are meant to govern the overall design intent, establish minimum expectations and requirements for architecture, site planning, and landscape design. Strict interpretation is not required as long as the general aesthetic principles are followed. Diversity of interpretation is encouraged in order to create a dynamic, yet cohesive community fabric that serves its residents. Proper application of the design approach and stated objectives set forth in these Design Guidelines will facilitate the timely review, approval, and building process administered by the Solenté Design Review Committee (DRC).

2.2 Washington City Compliance

All residential construction within the Solenté Estate Village will comply to the design guidelines set forth in this document in addition to the current building codes and policies enacted by Washington City, Utah.

2.3 Variance for Excellence

The DRC reserves the right to approve any application or to approve any variance to the Guidelines and Standards or requirements when the DRC believes in its sole discretion that the proposed improvement represents a superior design solution, or exceeds the established design standards in a meaningful way.

The ability to allow variances for design excellence is intended to allow the DRC to approve high quality designs that are appropriate for a lot and its unique conditions, the surrounding neighborhood and the overall community. Any approval of a variance for design excellence shall not be considered a precedent for future requests.



3.0 Inspiration and Design Precedent

Solenté's architectural character and design aesthetic draws inspiration from the rocky hillside villages developed in Santorini, Greece. The island villages' distinct architecture, use of courtyards, terraced building forms, recessed windows and doors, large overhanging roofs, and framed views through detailed doors and window openings provide comfort in the arid, sometimes harsh climate. The simple building forms with humanscaled masses are adapted to their rugged hillside setting, creating a striking architectural visual expression that fits harmoniously within its sensitive natural surroundings.



4.0 Architectural Guidelines- Solenté Estate Villages

Thoughtfully distilled Santorini-inspired concepts form the basis of architectural design at Solenté. This is recognized in simple yet decorative building elements, clean architectural lines, less heat absorbent colors, and sustainable building materials. It is not the intent to build a literal re-creation of a Santorini village or any of its buildings, but to be inspired by their forms and expressive function.

Key architectural elements and precedent design characteristics from Santorini in the design approach for residences at the Solenté Estate Village include:

- thick walls, often with sculptural terminations and connections
- sculptural forms responding to topography, prevailing winds, and solar orientation
- native boulder intrusions in both architecture and landscape
- vertical monument structures: towers, articulated parapets
- detail and articulation on all sides
- building materials that coordinate with native environment
- deep overhangs- shade considerations
- arched doorways and roofs
- exterior stairways
- clean lines
- solid volumes
- balanced asymmetry
- natural ventilation
- balconies, porches, terraces
- terraced courtyards



By utilizing these design precedents the Solenté Estate Village residences are envisioned to form unique, cohesive, architectural statements that provide a singular living experience for residents and guests. Examples of how these design elements may be incorporated into a Solenté Estate Village residence are illustrated in the following images.





SOLENTÉ





4.0.1 Solenté Estate Village Development Standards Zoning Table

SOLENTÉ PLANNED COMMUNITY DEVELOPMENT		
ZONING DISTRICT		
		Estate Village
Maximum Allowable Dwelling Units (DUs) per acre		4
Maximum DUs per Planned Community Development Zone		468
Minimum Parcel Lot Size		
	Detached Single Family	7,500
Building Heights		
	Main Structure	35'
	Accessory Structure	24'
Parking Requirement		
	Residential	2
Building Setbacks *		
	Garage - Front Load	20'
	Garage - Side Load	20'
	Garage - Rear Load (Alley)	5'
	Front Building	20'
	Side Yard Interior	5'
	Side Yard Corner	10'
	Rear - Main Structure	20'
	Rear - Accessory Structure	10'
Detached Accessory Dwelling Unit (DADU)		
	Allowed Use	Yes
Short Term Night Rental		
	Allowed use	No

* Additional requirements may be applicable on a lot-by-lot basis as indicated on the Lot Feature Map.



4.1 Building Massing, Form, and Orientation

Building mass and form is especially important, as it allows the building to adapt to topography, shape street frontages, and define the edges of outdoor living spaces. A building's relationship with the site will lend the architecture of Solenté its character and authenticity. Buildings are encouraged to be engaged with, and to respond to the site's topography, stepping with slopes, optimizing views, and responding to sun orientation. Roof overhangs should be appropriately sized to maximize shade yet be proportional to the building's overall massing.

When a building is not located on a slope, building masses should generally step down from a central roof form or massing element. Facade breaks, expansive windows, roof decks, and balconies are encouraged to provide dimensional interest as well as engaging living spaces. Solenté Village homes may feature layered and intersecting volumes articulated with material changes. Forms may be simple but are always well-proportioned and beautifully detailed. Long, unbroken expanses of walls or roof ridge-lines are not acceptable. Large expanses of unbroken multi-story facades are also not permitted.

4.1.2 Massing

To provide visual interest and diversity, varied building heights are encouraged. Depending on the slope and orientation of the lot, single-story homes should include building masses and design elements that are a story-and-a-half in scale in order to give them appropriate massing on the site.

With multi-story homes, the form of the building should be seen as a series of interlocking masses





the entryway is marked by a change of color on the central architectural form, large windows and balconies connect this residence to the exterior gardens

rather than a multi-level box. Incorporating porches, balconies, oversized and recessed windows, changes in exterior materials, and many other design elements can be used to break up and soften large masses and ensure a human scale.

4.2 Front Facade Entry Scale and Design

Front elevation and entries should be scaled appropriately to the massing of the home as well as the architectural style. Front elevations should emphasize entry sequences that may include courtyards, auto courts, shade overhangs, and porches to clearly delineate the front entry and create a welcoming composition.

4.2.1 Main Entryways and Front Doors

Entries may feature large overhangs, focal materials, wide steps, terraces and porte-cochère elements. Entryways must be in keeping with the scale of the residence and proportional with the length and height of the front facade. Support posts, columns, railings and details should coordinate with the materials of the home.

The main entry door of the house should be selected to compliment the architectural design, exterior materials, and colors. Where possible, door openings should be protected from wind and be shaded from excessive direct sun. Shade structures, awnings, extended walls, roofs, and other features of the site or building that may cast shade are encouraged to be located where they can provide comfort and energy savings.

4.3 Rear and Side Facade Design and Detailing

Rear and side elevations are visible from adjoining homes, streets, and trails, therefore they must be given the same attention and detailing as the front facade. The home's architectural style should be expressed authentically on all sides, with details, window placement, and accent materials consistently applied. Massing on side and rear elements must be proportionally consistent with the rest of the home.



4.4 Porches, Balconies and Decks

Porches, balconies, and decks should be integrated into the design of the home and be proportional to the building's massing. Raised walk-on decks shall be oriented with sensitivity to views into and from neighboring yards. Deck columns, railings and all associated details should coordinate with the exterior materials of the home. Railing and column materials, color, and details can offer delineating contrast to the main body of the home

4.5 Windows

Windows should be appropriately scaled and located, within the massing of the home. Windows should be recessed when possible and provide natural light and ventilation. Windows should be generally rectangular or square in shape. Window casing material and color shall coordinate with the design and materials of the house. Reflective glass coatings are not allowed.

4.6 Garages and Garage Doors

Garages should be recessed on the site and be subordinate to the front elevation and entry of the home. The visual impact of the garage should be minimized from the front property view whenever possible. Garages, including RV garages, should be set back or offset from the primary or dominant massing of the front elevation in order to de-emphasize the garage from the street.

Garage doors must be oriented away from the street when possible. Side-entry garages are preferred and should be the standard for all residences in the Estate Village, unless locating a side-entry garage would require excessive grading that would negatively impact the site, or if other site restrictions make it too difficult to access a side-oriented garage.



windows on interior-facing garages illuminate the drive court

Garage doors should be designed and to add character to a home. They must coordinate with the home's exterior materials. Garage doors with accent windows are encouraged.

4.7 Exterior Materials

Exterior building materials will be predominantly stucco finishes with concrete, stone, steel, wood and durable wood-look accents. Exterior material transitions should occur at inside corners



or massing breaks, not at outside building corners. Exterior columns, braces and supports should be proportional to the massing elements with which they are associated, and appear to be visually proportional with the mass they are supporting.

4.7.1 Accent Materials

Accent materials, when properly applied, can enhance the architecture and provide contrast and interest. Such materials should be consistent and they should compliment the primary wall finishes and other design elements of the home. Criteria for accent wall materials include the following:

- all colors and finishes must coordinate to create visual balance and harmony
- accent materials shall be wrapped or finished to coincide with an architectural element
- transition to and from accent materials shall occur at inside edges of functional massing
- using materials to articulate or accentuate massing is encouraged

4.7.2 Number of Materials

Changes in exterior wall material can lend visual interest, but too many materials can make a building visually busy and/or discordant. A minimal palette of up to three different exterior wall materials is preferred.

4.8 Color Palette

The primary building color palette should be predominantly light, less heat-absorbent colors such as whites, cream colors, and subtle natural earth tones like tans and beiges. Darker earth tones may be used as accent colors, as well as the natural tones of wood, stone, and steel used in architectural accents and details. Red and orange-based tones are discouraged.

4.9 Gutters and Downspouts

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

Gutters and downspouts should be comprised of metal or aluminum and match the exterior colors of the home. Plastic gutters and downspouts are not allowed. Decorative metal chain-style downspouts are subject to DRC approval.



natural stone contrasts with the white stucco finish on this home and garden



different material colors highlight architectural forms



4.10 Chimneys

Exterior chimney elements, when utilized, must be proportional and consistent with the design of the home. False chimneys used for ventilation are encouraged and should appear consistent with the home's architecture and materials



chimneys punctuate the dramatic horizontal roof overhangs



4.11 Shade Elements and Structures

Free-standing shade structures and integrated architectural elements that provide shade are critical for desert climate design. They can create unique and inviting outdoor living spaces and have the potential to produce considerable energy savings.

All approaches for providing shade are encouraged, including architecturally integrated roof overhangs, wall extensions, covered porches, decks, verandas, exterior window screens/shades and awnings as well as free standing shade structures, shade sails, and pavilions.

All shade elements and structures must coordinate with the primary architecture, be professionally installed and constructed of high-quality durable materials.



shaded indoor-outdoor living with a boulder as a focal point in the landscape



4.12 Accessory Structures

All accessory structures should match the architectural style, colors, materials and details of the primary home. Such structures require DRC approval and must comply with Washington City Zoning and Building Code Requirements.

Accessory structures include, but are not limited to the following: detached garages, pergolas, loggias, sheds, pool houses, gazebos, casitas, and RV garages.



4.13 Mechanical Equipment and Utility Meters

Mechanical equipment and utility meters must be wall-mounted on the home with all connections enclosed and incorporated into the design of the home when possible. All mechanical equipment, satellite dishes, electrical junction boxes, and utility meters should be screened from the front street view of the home to the best extent possible.

Landscape planting, walls, boulders, and/or graded berms may be used to screen utilities where appropriate. The equipment and screening method must be contained within the building envelope. Any equipment should be placed so that it does not impose noise and aesthetic intrusions on neighboring properties or outdoor living spaces.

4.14 Solar Applications

Active solar applications such as photo-voltaic panels must be approved by the DRC. All hardware must be integrated into the structure. No freestanding units are allowed. Non-reflective materials and finishes are strongly preferred. Physical samples and specification information must be submitted for all proposed solar installations to be considered.



4.15 Estate Village Architectural Plans

A complete set of architectural drawings are required to be submitted to the DRC for review and approval. See Appendix B for the Design Review Process Checklist and plan submittal requirements. Any subsequent addition to or change of the exterior structure, including changes of color and materials is required to be submitted to the DRC for approval.



5.0 Estate Village Site Standards

5.1 Building Envelope Location

Each residence in the Estate Village has been designed with a building envelope designated on the lot. The building envelope identifies the location on the lot where the building footprint must be located. It is the boundary that adheres to required setbacks, and on larger lots, it is the location that best establishes the relationship of the home to existing topography, views, and site features. All buildings, living areas, and associated site activities must be placed within the established building envelope to:

- adhere to setback requirements
- establish appropriate architectural scale
- fit within the context of the street and neighboring structures
- diminish disturbance to natural environment
- determine orientation of home and shade features when possible
- optimize views from within and outside Solenté Estates
- protect unique site features

All buildings, including building overhangs, garages, decks, patios, terraces, pools, sports courts, fire-pits, structural retaining walls and fences must be located within the area defined by the building envelope. Protrusions of the home and limited structural grading can extend outside the building envelope with specific approval by the DRC



stepping a residence's massing into the slope connects it to the site and creates a series of outdoor living spaces

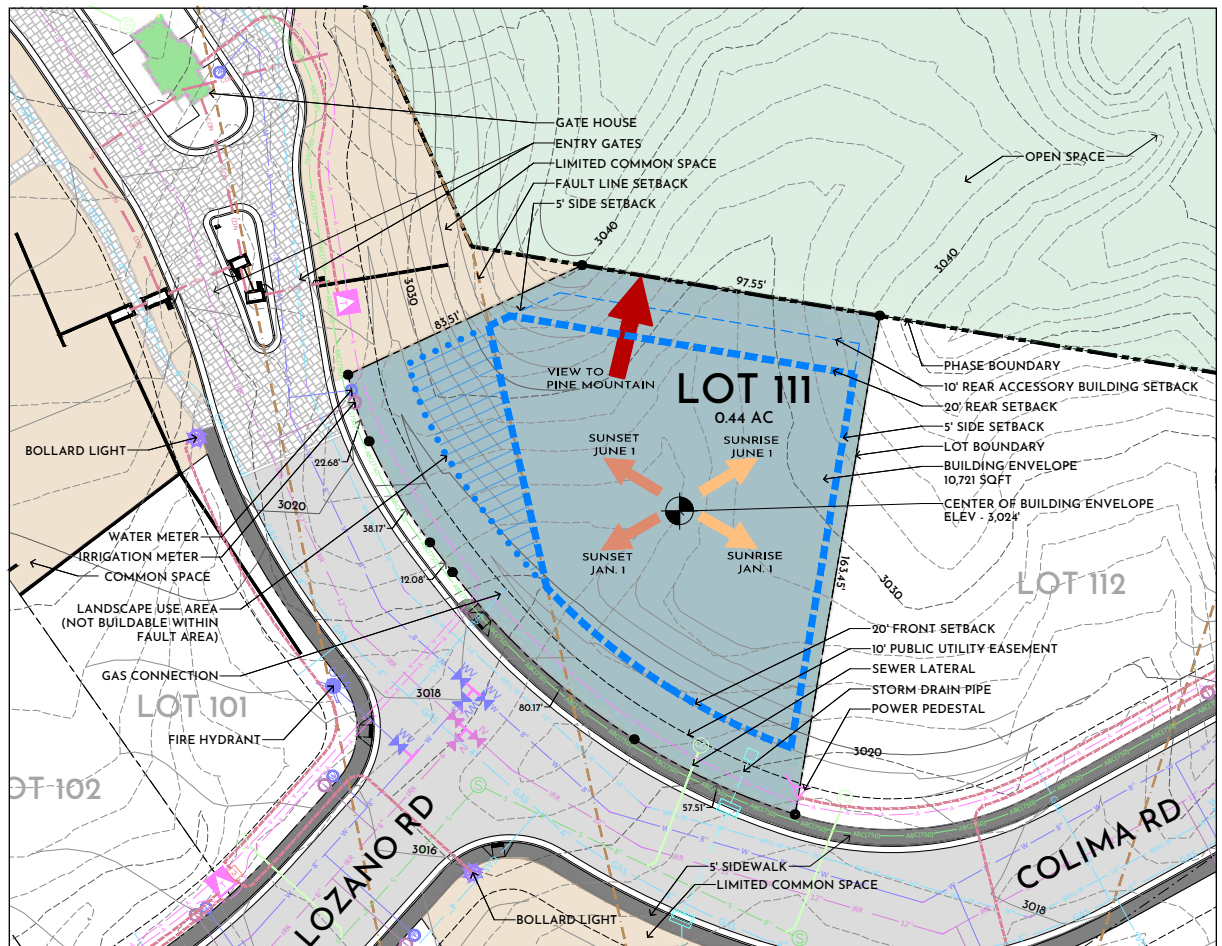
5.1.1 Lot Feature Map

Prior to purchasing a lot in Solenté Estates, a potential owner is provided with a Lot Feature Map (LFM) showing the location of the building envelope, specific lot setback requirements, the location of utilities and utility easements, existing lot features, if any and any other pertinent Lot information. When a lot is purchased, buyers are required to sign off on the LFM to acknowledge understanding of the lot's existing conditions, requirements, opportunities and constraints prior to closing on the lot purchase.

An example Lot Feature Map is shown below:



Typical Lot Feature Map



5.2 Site Evaluation

Site planning is a critical element of successfully integrating buildings and improvements within the natural landscape of the lot. Understanding the lot's existing conditions is the first step to good design. Property owners and their design consultants shall review the LFM, as well as conduct a thorough site evaluation to gain a clear understanding of site-specific restrictions, including but not limited to easements, ridge lines, rock outcroppings etc, and general slope conditions in order to make informed decision for the best location for the proposed structure(s).

A creative site design will find a balance between preserving and enhancing the natural features of the site while addressing the design objectives of the owner.

5.3 Home Site Design

A home's placement on the site is key to maximizing the potential of the lot and integrating the residence within the landscape. Design approaches where a home is placed in a composition of smaller forms or masses that step with existing topography should be considered. Creatively integrating existing site features into the architecture and landscape design is encouraged. These approaches can create a dynamic relationship between building and site.



Design solutions that blur the distinction between indoor and outdoor living spaces are also encouraged. Framing courtyards and patio spaces with building masses and providing large openings to frame views and connect to the outdoors is key to the Solenté approach to residential design.

5.3.1 Grading and Drainage Requirements

Grading and retaining should be sensitively designed to appear as natural as possible by utilizing the following practices:

- Site grading shall be limited to no more than what is necessary to accommodate the residence and associated site design
- The maximum gradient allowed on a cut and fill slope shall not exceed 3:1
- Cuts and fills should be eased or 'feathered' into existing terrain
- Disturbed areas must be stabilized with appropriate slope-stabilizing strategies, including the use of landscape boulders and plant material
- Retaining walls should preferably not exceed six feet (6') in height. Tiered retaining walls shall have a minimum four foot (4') landscaped area between each wall
- Excess fill may not be stored on site
- Every effort should be made to balance grading cut and fill on site
- In general, natural drainage courses must be protected and existing drainage patterns must be maintained



retaining wall composition with mixed materials

5.3.2 Front Yard Retaining Walls

Slope conditions found on many Solenté Estate Village lots will require retaining walls in front yards. Grading solutions should make every effort to minimize wall heights and integrate walls into a cohesive site design that blends into existing topography and the overall building mass.

Where possible, front yard retaining walls should be kept at four feet (4') tall. If grading conditions are such that more than one retaining wall is necessary, a series of retaining walls may be designed as a composition of terraced planters. At least four feet (4') of planted area is required between tiered walls. Front yard retaining walls and fence materials shall coordinate with the overall site design and architecture.



5.3.3 Retaining Wall Materials

- smooth 'Solenté white' stucco
- formed concrete
- steel plates
- stacked boulders
- natural rock face

All other retaining wall materials are subject to DRC approval.

5.4 Front Steps

Front entry walkways are highly encouraged. When steps are required on a front walkway they shall be located within or behind retaining walls to create a cheek-wall edge on both sides of the steps. No steps may protrude beyond the front of the retaining wall alignment. Steps must be integrated with the retaining wall composition. Steps shall have lighting for safety and include hand rails where required by code.



stucco wall as backdrop for desert planting



front steps are integrated with retaining walls



planting between steps and retaining walls softens the entry composition





5.5 Fences and Walls

Solenté is a place of wide vistas and open spaces where the built environment blends seamlessly into the natural surroundings. Fences and walls are intended to be subordinate to the natural landscape and primary architecture. Building a fence or wall around the perimeter of a lot is generally not allowed. Solenté fences and walls shall:

- be located within the building envelope unless otherwise indicated on the LFM
- be integrated with the architecture of the primary structure
- not be built on perimeter lot lines unless otherwise indicated on the lot feature map

5.5.1 Fence and Wall Heights and Materials

Fences and walls must be integrated with the architecture of the primary structure in design, layout, and materials. Wall and fence materials must match or coordinate with a home's architecture, or Homeowners and/or builders may choose a block wall to match the Solenté Community walls shown below. Privacy fences and walls may not exceed six feet (6') in height and must commence in alignment with or behind the home's primary front facade.

Fences and walls located in the front of a primary residence shall not exceed forty-two inches (42") in height. Front fences and walls shall be located within the building envelope unless otherwise indicated on the LFM. Front fence and wall materials must match or coordinate with the home's architecture. Where applicable, front fences shall be integrated with site retaining walls to create a cohesive composition.

Preferred materials for privacy walls, fences and gates:

- CMU block
- block with stucco finish
- metal
- stone/stone veneer
- concrete
- wood fencing and shiny white vinyl fencing is not allowed.

All walls and fences are subject to DRC approval.

5.5.2 Solenté Community Fences and Walls

Solenté community-owned and maintained site walls and fences are shown below:

- privacy wall- 6' stucco
- partial privacy wall- 4' stucco, 2' tall steel pickets
- partial view wall- 2' stucco, 4' tall steel pickets
- view walls- steel pickets or glass panels

All community-owned and maintained walls facing a common area shall be finished with Dryvit- smooth stucco in 'Dover Sky' color or equal.

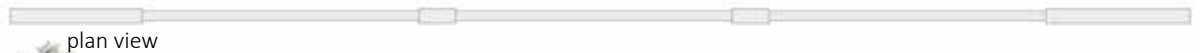
Color Information
RGB 209, 201, 189
HEX#D1C9BD
RV59

Solenté White
Stucco Wall color:
Dryvit® finishes

'Dover Sky'



privacy wall; 6' stucco-clad masonry



plan view



partial privacy wall; 4' solid, 2' steel pickets



partial view wall; 2' solid, 4' steel pickets



view wall; glass panels, steel posts

view wall; 6' steel pickets, stucco pilasters

Community walls shall step down toward the sidewalk and street. The wall step-down detail may be different on certain streets or within different Estate Villages. This step-down detail reinforces the Santorini-inspired theming and may be used as a place-making element that differentiates specific Solenté Estate Village areas.

Wall Step-Down Details:



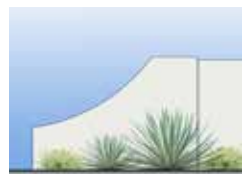
1



2



3



4



SOLENTÉ

5.6 Paved Surfaces

The choice of paving material should be based on functional considerations, location, and aesthetics. Paving generally should be non-slip, drain well, and compliment the architecture and site design. Paving designs shall be simple and straightforward; busy patterns and multiple paving types in an installation is discouraged.

5.6.1 Patios and Walkways

Paving for walkways, patios, and outdoor living areas should generally coordinate with the architecture of the home. The use of color and texture in paved surfaces is an opportunity for added definition and dimension. Dark colored paving treatments should be used with care in the desert environment. Outdoor living area paving types include:

- concrete
- durable outdoor-rated tile
- concrete pavers
- natural stone
- compacted decomposed granite, gravel chat, stone fines

5.6.2 Driveways

Driveways must be durable with paving that functions in the heat and slope conditions of the site. Acceptable driveway paving materials include:

- concrete
- precast concrete or concrete block pavers
- natural stone

Ideally, driveways should connect to the roadway at a 90-degree angle. Where site conditions are not conducive to a perpendicular connection, the driveway must connect to the road at no less than a 45-degree angle.

Driveways, turn-arounds, and off-street parking must be designed to blend into the site and must be buffered from the road using landscaping and graded berms.



informal paver and gravel pathway to garden seating area



extended living area with enhanced patio paving; privacy walls match the home



driveway paving coordinates with architecture, planters add interest and soften edges



Driveways shall not dominate the front of the residence. Secondary driveways may be allowed on a case by case basis. Secondary driveways must be designed to blend into the lot and should be screened by landscaping and graded berms. Circular driveways may be considered where lot size and lot conditions allow.

Driveways shall follow alignments that minimize grading or other site disruption. A recommended driveway alignment may be indicated on a Lot Feature Map.

Driveways exceeding twelve percent (12%) grade up to a maximum of fifteen percent (15%) grade must receive DRC approval. In any case, the parking surface near the home must have a maximum gradient of five percent (5%). Lighting at the beginning or along the driveway is strictly prohibited.

5.7 Address Signs

Stand-alone street address monument signs may be no larger than three feet tall by four feet wide (3' x 4'), may be constructed of metal, concrete, stone, or stucco-finished block, and may be down-lighted with a low-voltage light fixture. Maximum allowed size for all lettering, numbers, symbols etc., is twelve inches (12") tall. Sign design sketches (elevations) and proposed lighting fixtures must be included on the residential site plan and must be submitted to and approved by the DRC prior to installation.

5.8 Site Art and Ornamentation

Statuary, fountains, craft works, figurines, free-standing plant pots, and ornamentation of any type or kind (whether affixed to a structure or permanently installed on the Lot) must be contained within the building envelope and screened from the road, trails, and adjacent lots. Plans for these items must be submitted to, and approved by the DRC prior to installation. Free-standing flag poles are not allowed. However, flag poles may be attached to the home and support a maximum flag size of 48 inches on its longest side.



free-standing planters and pots must be approved by the DRC

5.9 Trash, Recycle, and Green Waste Bins

All waste bins shall be completely screened from the front facing street view. Ideally, they will be stored in a walled side yard area or behind a dense evergreen landscape screen.

5.10 Outdoor Storage

Any outdoor storage areas shall be completely screened from view from the front-facing street by an approved wall or landscape screen. Operable automobiles, ATVs, boats, trailers, or other recreational vehicles are permitted to be stored within a screened area. No outdoor storage of RVs is allowed. Proposals for outdoor storage, whether on new or existing homes, must first be submitted to the DRC for review and approval. Plans and details of proposed screening and storage structures are required to be submitted along with a site plan and landscape plan when applicable.



5.11 Outbuildings, Dog Houses, and Dog Runs

Smaller outbuildings, such as sheds, dog houses, and dog runs must be approved by the DRC. If used, dog runs must be integrated with the architecture of the home as an attached secondary structure. Fenced pet enclosures must be six feet (6') or less in height and must be constructed of materials consistent with the primary residence.

5.12 Swimming Pools, Plunge Pools, Spas or Hot Tubs

Any swimming pool, plunge pool, spa, or hot tub must be designed as a visual extension of the dwelling through the use of walls, surrounds, or decks and must be shielded from front facing street view. All pools and spas must be constructed according to City and other applicable governmental authority regulations and must be approved by the DRC. All pumps, motors, and heaters must be fully screened from view from the street, adjacent lots, trails and public areas. Exposed hot tub and spa finish materials must be non-reflective and match the approved finish materials and colors of the home. Swimming pool and deck lighting must be shielded downward and not spill or reflect over the property line. See Site Lighting Section 5.17.2.



pool and patio composition takes advantage of slope and views

5.13 Sport Courts, Tennis Courts, and Basketball Standards

Sport courts, including tennis, pickle ball, bocce ball, and basketball courts are allowed and must be located within the building envelope. Enclosure fencing, posts, and equipment finishes must be dark, neutral, non-reflective colors. Court lighting must be shielded downward and not spill or reflect over the property line. See Site Lighting Section 5.17.2.

Wall-mounted or free-standing basketball goals are allowed, subject to DRC approval. Support posts shall be painted to blend unobtrusively with the surroundings and the backboard must be clear. Portable basketball hoops must be stored in the garage when not in use.



bocce ball court and seating in backyard landscape



5.14 Play Structures

All play structures such as swing sets, slides and climbers are allowed with DRC approval. Bright colors of any kind are prohibited. Powder-coated steel and wood components with subdued colors are preferred. Site placement of play structures and play equipment should generally be located close to the home, out of front-facing street view and out of view from public areas.

5.15 Outdoor Kitchens

Outdoor kitchens, including barbecues, pizza ovens, food preparation areas, and dining areas are encouraged to be integrated into the overall site design with clear connection to and coordination with the primary structure. When separated from the main home, they should not be visible from the front-facing street view and be screened from neighboring properties and public areas.



outdoor kitchen integrated into a retaining wall



A kitchen, dining, and pool complex is set at the rear corner of a lot to take advantage of the view



5.16 Utility Easements

Utility easements have been established throughout Solenté in order to facilitate the installation and maintenance of utilities. Utility easement are clearly designated on final plats and noted on the LFM. Owners and their consultants are responsible for reviewing easement restrictions, setbacks, etc. with the utility easement holder. All utility lines serving individual homes must be located underground and, when feasible, shall be grouped and sited under or alongside driveways to minimize site disturbance.

5.17 Site and Landscape Lighting

The spectacular night sky is a cherished feature of Southern Utah living. Solenté has three main goals it seeks to achieve with lighting design, fixture selection, and installation:

1. Protecting the night sky
2. Providing safety for night-time outdoor uses and activities
3. Creating beautiful, memorable nightscape within the built environment

5.17.1 Protecting the Night Sky

Protecting the night sky is crucial to retaining sensitive habitat and preserving the natural character of Solenté. Where exterior lighting is necessary, best lighting practices will be followed:

- install fixtures that are no brighter than necessary
- keep bulb color temperature no higher than 3000 Kelvins
- use International Dark Sky Association certified fixtures
- use fixtures that have dimming capability and motion sensors

5.17.2 Safety and Functionality

Lighting should be provided for safety at walkways, steps, and entryways, especially where changes in pathway materials or grades are present and where required by code. As mentioned above, lighting for play courts and all other outdoor use areas must be aimed downward and shielded. Light spillover and/or reflection must be kept below five (5) lumens at the property line.



5.17.3 Beautiful Nightscapes

Low-level twinkle lights, bistro patio lights, and other low-level specialty lighting for outdoor living areas is allowed when installed with quality and restraint. Selective uplighting on trees, walls, and landscape features may be allowed if outward spill-over can be kept below five (5) lumens at any property line.

All permanent lighting treatments must have dimming capability and be digitally controlled. All site and landscape lighting at Solenté should be professionally planned and installed.

Fall and winter holiday decor and lighting is allowed from October 1st to January 5th. Permanent holiday lighting is not allowed.



5.18 Estate Village Lot Site Plan

A complete site plan is required to be submitted to the DRC for review and approval. See Appendix B for the Design Review Process Checklist and plan submittal requirements. Any subsequent additions and/or changes to the site design are required to be submitted to the DRC for review and approval.



6.0 Estate Landscape Standards

6.0.1 Landscape Design Goals

- Beautiful- Solenté is committed to design excellence and seeks to create a uniquely beautiful environment that is welcoming, engaging, and timeless
- Cohesive- the landscape of Solenté establishes continuity and compatibility between neighbors and among neighborhoods, yet allows for individual expression
- Functional- Outdoor living spaces and amenities are enjoyed year-round, facilitating a healthy, active lifestyle
- Sustainable- native, adapted plants and locally sourced materials will add biodiversity, minimize maintenance, water use, and the need for pesticides
- Reliable- Solenté seeks to engage landscape methods, materials, and practices that have been proven for this unique site and climate condition

6.0.2 Landscape Design Approach

The Utah-established 'Localscapes' approach to landscape design provides a simple and accessible series of landscape patterns and practices that take local climate conditions into account. Detailed landscape design resources can be found at <https://localscapes.com/>

6.1 Landscape Zones

Solenté Estate Village Lot landscape can be organized in three zones:

1. Living Area- located within the building envelope and front yards facing the street
2. Transition Area- located in side and rear lot setbacks
3. Natural Area- undisturbed native areas that may be included within larger lots

6.1.1 Living Area

The outdoor living area is the interface between house and yard where homeowners relax, play, and enjoy life outside. Front yards facilitate the transition from public to private spaces, presenting a safe and welcoming approach for visitors. Front yards fit within the context of the neighborhood, while expressing the individuality of the home owner. The Living Area should be considered an extension of the house, complimenting the architecture and 'grounding' it to the site. Living Area landscape design considers views,



circulation, shade, climate, and the desired activities accommodated on the lot. All use areas such as patios, walkways, courtyards, and built landscape structures such as decks, shade structures, and pools should be designed as a cohesive composition. Landscape planting may include lawn area(s), planting beds, garden boxes and trees.

General guidelines for Living Area Landscape:

- select a cohesive palette of landscape colors and materials that coordinate with the primary residence
- highlight entryways and paths of travel with focal planting or enhanced materials
- respond to architectural features and massing, including window placement
- select a plant palette of up to 15 plant types arranged in a cohesive design
- place trees to provide shade for outdoor living spaces and optimize overall energy efficiency; deciduous trees should be placed to provide summer shade and allow sun to provide heat in winter. Evergreen trees may be used for visual screening and wind breaks. Linear and highly formal planting arrangements are discouraged
- adhere to Washington City turf grass square footage limitations and irrigation requirements
- plant shrubs and perennials in zones according to sun exposure and water needs
- screen outdoor use and activity areas from public street and trail view when possible
- secure Solenté DRC approval for all built elements
- landscape all areas disturbed during construction
- if desired, use synthetic grass in fenced rear yard areas only, subject to DRC approval



landscape materials and composition compliments the architecture to create a welcoming entry



front courtyard screened from street with wall and planting

6.1.2 Transition Area

The Transition Area on Estate Lots is the side and rear areas between the building envelope and lot boundary. On larger lots the Transition Area mediates the transition from natural, undisturbed desert landscape to the more formal and ornamental landscape of the Living Area within the building envelope. The Transition Area may be located in highly visible side yards and may include the area adjacent to driveways and retaining walls that have been disturbed by site grading. These areas shall be incorporated into the site's landscape design or restored to a native condition.

General Guidelines for Transition Area Landscape:

- provide planting to soften retaining walls and graded slopes
- landscape all areas disturbed during construction
- harmonize with and visually transition to the native environment with the use of informal 'naturalistic' planting arrangements where possible
- ease or 'feather' ground plane mulches and landscape rock, blending them into the natural area. Hard line edging materials are generally discouraged

6.1.3 Natural Area

On larger lots, the area located outside the building envelope may be maintained in an undisturbed natural state. Homeowners may choose to retain or restore areas within the building envelope to a naturalistic desert environment as well. Ideally, Estate Lots adjacent to undisturbed common open spaces will allow their landscape to blend seamlessly with the natural areas. A list of native and adapted plants for desert landscape restoration is located in Appendix F.



drought tolerant desert-adapted plants offer color and seasonal interest in outdoor living area



6.2 Plant Palette

The native and adapted plant palette developed by Washington County Water Conservancy District featured at Red Hills Desert Garden and other plants as approved by the DRC may be used. The list of approved plants can be found at redhillsdesertgarden.com/find-plants/

6.3 Minimum Plant Quantities and Sizes

6.3.1 Trees

Five (5) trees are required to be planted on lots 15,000 square feet (total area) and larger.

Required trees must be the following sizes:

- 3) 36" box trees (or 3" caliper)
- 2) 24" box trees (or 2" caliper)
- one or both of the 24" box-size trees may be substituted with palm trees over 6 feet tall (brown trunk height)

Three (3) trees are required to be planted on lots smaller than 15,000 square feet (total area).

The required trees must be the following sizes:

- 2) 36" box trees (or 3" caliper)
- 1) 24" box tree (or 2" caliper)
- the 24" box tree may be substituted for a palm tree over 6 feet tall (brown trunk height)

A variance for required tree quantities may be granted for lots encumbered by utility easement(s) and/or other lot restrictions.

6.3.2 Shrubs, Vines, Cacti, and Perennials

In general, a limited palette of up to 15 plant species or types shall be planted on a lot in a cohesive design. A larger variety of plants may be used if a lot includes a Transition Area or Natural Area. All plants shall be drought-tolerant, desert-adapted or a native species with a high likelihood for survival in Solente's climate. Required sizes:

- Shrubs and vines: 5 gallon or equal
> Vines must be staked
- Cacti and Yucca: 5 gallon or equal
- Perennials and ornamental grasses: 1 gallon or equal



6.4 Irrigation

Irrigation systems must comply to Washington City's Landscape and Water Conservation Ordinance and established irrigation best practices:

- all drip irrigation tubing and emitters shall be concealed below plant bed mulch and must remain covered at all times
- drip irrigation stations are established according to planting zones based on sun exposure and the plants' water needs
- high efficiency sprinklers for lawns shall be adjusted to prevent over-spray
- where possible, all irrigation control boxes should be located in rear or side yards and screened from view
- watering is programmed to occur during non-daylight hours
- backflow preventers should be secured and screened from view when possible

6.5 Estate Village Lot Landscape Plan

A complete landscape plan is required to be submitted to the DRC for review and approval. See Appendix B for the Design Review Process Checklist and plan submittal requirements. Any subsequent, substantive change to the lot landscape must be submitted to the DRC for review and approval.



7.0 Building Sustainability

Solenté was conceived and planned as a sustainable community that applies current best practices in sustainable site design and construction. These standards apply to all aspects of the community and are encouraged to be utilized on a neighborhood, lot, and individual building scale.

Sustainable building is a whole-system approach to design, construction, and operation of the community. By incorporating sound and efficient building practices; like sourcing sustainable materials, engaging in sensitive site planning practices, and embracing new technologies, Solenté will ensure that energy and resources are used efficiently throughout the community.

Residential building quality is integral to community sustainability. An efficient community plan that incorporates mixed uses and thoughtful site design tends to reduce the need for car trips and to promote active lifestyles and community engagement.

The arid desert climate and abundant sunshine at Solenté require responsible and sustainable water management but also present opportunities to harness solar energy.

Owners and builders are encouraged to utilize new building techniques and systems to advance their sustainability efforts. All new buildings at Solenté should consider obtaining some level of certified LEED, Energy Star, or National Green Building Standard certification.

The objectives of sustainable development at Solenté include the following:

- Operate on sound environmental principles to meet the highest industry standards for energy efficiency and reducing carbon emissions
- Deliver a world class project at Solenté incorporating best practice in innovation and design
- Create a standard where homes and buildings are designed to be durable, healthy, affordable, and energy efficient
- Utilize the abundant solar resources of the area to reduce the energy impacts of development
- Protect and conserve the long-term availability of water resources in the area
- Ensure all design specifications consider ongoing maintenance expenses

7.1 Building Materials and Practices

The use of sustainable construction materials and products is strongly encouraged at Solenté, including the use of recycled, salvaged and FSC-certified materials. Building practices that promote sustainability through reduced energy consumption utilizing viable alternative energy sources are also encouraged.

Contractors are encouraged to incorporate strategies such as advanced framing techniques and value engineering in the framing process to reduce the amount of wood used without compromising structural integrity. Framing with engineered lumber rather than traditional lumber is also encouraged. Engineered lumber utilizes a larger amount of an individual tree, making it more efficient and requiring less raw materials overall. This type of lumber can be utilized on roof trusses, wall framing, and as structural insulated panels.



7.2 Construction Materials and Waste Mitigation

All construction projects at Solenté are expected to investigate local opportunities for construction waste recycling and to use them to the fullest extent possible. Contractors are encouraged to reduce, reuse, and recycle construction waste, including wood, drywall, glass, metals, concrete, soil, and cardboard.

Contractors should plan to provide separate recycling bins for recycling materials depending on the type. It is the responsibility of the individual contractor to ensure that job site materials are recycled to the greatest extent possible.

7.3 Renewable Energy Sources

Alternative energy should be used at Solenté where economically feasible. As new alternative energy options and financing opportunities for alternative energy systems become available, it may be necessary to amend the Design Guidelines to allow for such new applications. While energy conservation is an integral component of sustainable development at Solenté, yet-to-be developed alternative energy sources may provide a more effective solution to reducing the impact and consumption of fossil fuel energy.

7.4 Solar Energy

Solenté's location and associated desert climate offers significant opportunities for solar energy applications. Solenté strongly encourages the use of solar energy, including solar panels, shingles, and cells. These systems utilize solar apparatuses to convert sunlight into electricity. Solar system applications can be roof-mounted, wall-mounted or site-mounted, subject to site conditions and compliance with required health and safety standards. Solar applications must be installed in such a manner that they do not interfere with solar access of adjacent property owners. When planning solar applications, care should be taken to ensure that the installations are complimentary with the architectural design of the home or building. In addition, installations should be properly oriented and not compromised by shade from adjacent buildings or vegetation.

7.5 Solar Orientation

Where site conditions permit, the longer axis of the home or building should be oriented east to west, allowing for the longer dimension of the home to face south to take advantage of optimal solar orientation. This orientation can be varied 15-20 degrees with minimal negative effect, providing optimal conditions for passive and active solar strategies. Solenté encourages site and building design that improves energy efficiency by incorporating natural cooling and passive solar heating.

7.6 Shade

In addition to solar orientation, effective shade elements can be incorporated into the design of a home or building to encourage natural cooling in a hot desert climate. This may be achieved through incorporating appropriate shade elements such as extended eaves, window overhangs, awnings and tree placement for natural cooling. Covered porches, patios, verandas, and other properly placed shade elements will also serve to enhance natural cooling.



7.7 Skylights

Skylights are an effective way to light and heat a home passively. Utilizing low-E glass saves energy and money while keeping the home at a more comfortable temperature, particularly in a desert climate. Placement of skylights is critical to maximizing the heating and cooling benefits and should be carefully considered.

The DRC will review skylight applications on a case-by-case basis. Skylights must be integrated into the design and architectural style of the home. Light pollution emitting from skylights will not be permitted. All light sources shall be shielded and both indoor and outdoor lighting will be carefully reviewed to ensure that neighboring properties are protected from light pollution.

7.8 Geothermal

The use of geothermal systems in locations with appropriate conditions is encouraged at Solenté. Ground source heat pumps or geo-exchange systems may be allowed where feasible. Solar heating combined with a ground source heat pump may provide even greater efficiency.

Any proposed geothermal systems must ensure they do not interfere with adjacent properties. Above-ground equipment proposed with such systems must be screened from view off-site with landscaping or other approved means.

7.9 Recycling

Solenté will coordinate with the established Washington County recycling program. The intent of the program is for the reduction of materials unnecessarily placed in local landfills. Homes in the community are encouraged to take part in the available community programs. Community recycling bins and containers will be placed at select, recognizable locations throughout the project to encourage the recycling of glass, paper, plastic, cans and cardboard. Locations and container type will be compliant with City code requirements and standards.

7.10 Fireplaces

All fireplaces are encouraged to be non-wood burning and to comply with Washington City regulations. Fireplaces are required to be vented to the outdoors. Any exterior components must be consistent with the architectural style of the home or building. Components that use alternate or renewable energy sources are encouraged.

7.11 Lighting

Solenté encourages the design and development of strategies to provide natural lighting in homes so the need for introduced lighting can be reduced. High efficiency lighting systems with advanced controls are also encouraged. An example includes motion sensors that when activated dim or turn off lights in rooms not being used. These types of strategies improve lighting efficiency and conserve energy.



8.0 Construction Requirements

The preservation of natural areas and open spaces within Solenté are critical to the community's identity, value, and recreational enjoyment. To ensure that the natural areas surrounding home sites are preserved to the maximum extent possible, and the nuisances inherent in any construction process are kept to a minimum, the following regulations will be enforced during the construction period of all improvements. Lot owners will be responsible for violations of these standards by any consultant, contractor or subcontractor, agent or employee performing any activities on behalf of the owner in Solenté, whether such violation occurs on the owner's property or elsewhere in the community. Fines will be imposed to cover the costs to restore or remove such nuisance plus 20% to cover administrative costs. Applicable Occupation Safety and Health Act (OSHA) regulations and guidelines must be observed at all times during construction.

8.1 Limits of Disturbance

Construction and Improvements may occur on the entire lot unless otherwise specified on the LFM. Special site conditions or features that require preservation will be indicated on the LFM. In these cases a Limit of Disturbance (LOD) boundary will be indicated, showing the area where construction is allowed to occur on the lot.

The LOD is the area on the lot within which all construction activity must be contained. To this end, the LOD shall be staked and fenced with construction fencing at a minimum four-foot high and maintained throughout the duration of construction.

Contractors and suppliers shall not park nor store vehicles or supplies in the areas designated for preservation.

8.2 Construction Site Plan, Construction Trailers, and Signage

As part of the Final Design Submittal to the DRC, a construction site plan shall be prepared and approved which indicates construction access, contractor parking areas, sanitary facilities, concrete wash out area, trash drum, material storage and access drives for construction activities on any home site.

Upon approval of the building permit and not sooner than two (2) weeks prior to commencement of continuous construction, a construction trailer or portable field office may be located on the lot within the LOD (if an LOD is required) clear of all setbacks unless otherwise approved by the DRC. Temporary power and data lines may be installed when the field office is placed on site. The type, size and color of any portable office must be approved by a representative of the DRC as part of the construction site plan. The field office may not remain on site for longer than two weeks after construction is complete.

The builder and/or architect may display a construction sign on the lot during the construction period only. The sign may be made of metal or wood and may be no larger in size than three (3) feet by five (5) feet. The sign, and any images on it, must be specific to the site and to the home under construction there. "Sale" signs are not allowed.



8.3 Construction Trash Receptacles and Debris Removal

Owners and builders must clean up all trash and debris at the end of each day. If trash blows off-site it is the owners' and builders' responsibility to pick it up and properly dispose of it. Trash and recycling receptacles shall remain on the site during the construction period for this purpose. Receptacles shall be positioned along the access drive, clear of adjacent road rights-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse and disposal must be off site. Owners and their consultants, contractors, or other employees are prohibited from dumping, burying, or burning trash of any kind (including construction and landscaping debris) anywhere on the home site or in Solenté. No receptacles are permitted to be placed on a roadway, sidewalk or natural preserved area.

All concrete washouts from trucks and mixers must occur within a contained area of the building envelope in a location where it will ultimately be removed from the site completely. Concrete washout in road rights-of-way, setbacks, preserved natural areas, or on adjacent properties is strictly prohibited.

Each construction site must be kept neat and must be properly policed to prevent it from becoming a public eyesore, nuisance or detriment to other home sites. Any clean-up costs incurred by the DRC or the developer in enforcing these requirements will be payable by the lot owner. Dirt, mud or debris resulting from activity on each construction site must be promptly removed from roads, shared driveways, sidewalks, or trails.

8.4 Sanitary Facilities

Each owner or contractor/builder is responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the building envelope, clear of setbacks and in a discrete location approved by the DRC.

8.5 Daily Operation

Daily working hours for construction sites in Solenté are as follows:

April through September

6 am- 8 pm

Concrete pours 5 am- 8 pm

October through March

7 am- 7 pm

Saturdays 8 am- 6 pm

No construction activities are permitted on Sundays or on observed federal and state holidays.



8.6 Site Visitation

Due to the inherent danger associated with an active construction site, visitors to any site shall be limited to those persons with official business relating to the construction activity, such as construction workers and tradespeople, building officials, security staff, Design Review Committee members, sales personnel, and the owner. Construction personnel shall not invite or bring family members or friends, especially children, to the job site. No pets are allowed on any construction site.

8.7 Construction and Vehicular Access, Parking and Uses

Prior to the start of construction activity, each general contractor shall meet with security staff and prepare a “contractor’s vehicle pass list” with supporting information relating to the description and identification of construction/employee vehicles. No person or vehicle will be allowed past the gates until the requisite documents are on file and the appropriate passes have been issued. The DRC or the security staff may require proof of acceptable insurance as a condition of entry.

The access drive approved by the DRC will be the only construction access to any home site. Construction crews shall not park on, or otherwise use, undeveloped portions of home sites or open space. If at all possible, construction crews should not park in front of occupied homes. Vehicles shall be parked within an agreed upon area specified and approved by the DRC.

During busy construction periods involving multiple trades such that all vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the road in locations and for time periods solely as approved by the DRC. During these periods, continual unconstrained access by normal traffic and emergency vehicles, including fire trucks, must be possible at all times. If parking on the shoulder occurs, all damage to the shoulder and landscape must be repaired by the lot owner or contractor immediately and not left until the end of construction.

Construction crews are not allowed to fish or hunt within the development.

8.8 Use of Firearms

The possession or discharge of any type of firearm by construction personnel within Solenté boundaries is strictly prohibited.

8.9 Alcohol and Controlled Substances

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, home site, common area parcel or right-of-way is prohibited.

8.10 Preservation of Native Landscape and Revegetation

Prior to commencement of home construction, the Limits of building and grading Disturbance (LOD), including trees, plants, and all natural features which are to be preserved must be fenced with construction fencing. The DRC has the right to flag major terrain features, or plants it deems should be protected.

As stated many times in these Guidelines, the impact of construction on the existing landscape shall be minimized as much as possible. However, some disturbance is inevitable. Where required, damage



caused during the development process shall be restored. To the greatest possible extent, revegetation shall re-establish the character of the pre-development environment using native plants and materials.

New planting must blend with the existing landscape so that eventually traces of the disruption will have disappeared or become naturalized. Suggested plant species for restoring natural areas are included in Appendix F in these Guidelines.

For locations where revegetation is required, a revegetation plan must be included as part of the Lot's landscape plan submitted with the final review documents. Preparation of such plans shall take into account the diversity, wildlife support and general characteristics of the plants to be used.

Owners and their contractors will be held financially responsible for site restoration; revegetation and refuse removal from their property and from adjacent properties should the latter be the result of trespass or negligence by themselves, their employees, or sub-contracted agents.

8.11 Erosion Control

During construction, measures must be taken to mitigate erosion. To this end, contractors shall employ in-field construction methods as outlined below. Measures must comply with Washington City, Utah State and federal requirements.

- Temporary run-off channels must be built to drain construction zones. In areas draining two (2) acres or less, channels must have silt screens installed at appropriate locations. Silt screens shall be stretched across and anchored to the bottom of the channels with hay bales placed on the upstream side of the fabric. Where watershed above the site exceeds two (2) acres, temporary earthen berms or ditches for channeling must be used in conjunction with silt screens.
- Silt fencing, wattle, and/or hay bales must be provided along stream edges to prevent erosion of soil into streams.
- Soil stockpiles must be covered until soil is spread or removed from the site.
- All storm drain inlet structures must be protected by a filter berm until the area is stabilized with vegetation or the base course of pavement is installed.

8.12 Dust and Noise Control

The contractor is responsible for controlling dust and noise from the construction site including removal of dirt and mud from public or private roads that is the result of construction activity on the site.

The sound of radios or other audio equipment used by construction personnel must not be audible beyond the property perimeter of any home.

8.13 Site Blasting

If any blasting is to occur, the DRC must be notified two weeks in advance and appropriate approvals must be obtained from Washington City. Blasting may only be done by licensed demolition personnel, with all requisite insurance coverage as mandated by county and state statutes, specific to their



blasting activity at Solenté. The DRC will have the authority to require written documentation of anticipated seismic effects, with confirmation that effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. The DRC may require additional insurance to cover potential damage from blasting to subdivision improvements and common areas. All excess material resulting from blasting, as well as all other excess excavation materials, must be promptly removed from the project site.

8.14 Material Stockpiling

All building materials, equipment and machinery required to construct a residence on any home site at Solenté must be delivered to and remain within the building envelope of each home site. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain in the community overnight. If this cannot be accomplished, the DRC must be notified and they shall approve a location for these items. Material and equipment delivery vehicles may not drive across adjacent home sites or common area to access construction sites. No dumping of materials, including earthen and grubbing materials, is allowed on Solenté property.

8.15 Construction Insurance Requirements

All contractors and sub-contractors must post evidence of insurance with their lot owner prior to entering the construction premises. Confirmation must be evidenced in the form of a valid Certificate of Insurance naming the lot owner as well as Solenté Master Community Association as certificate holders under the policy. The insurance must provide coverage for comprehensive general liability and automobile liability of not less than \$2,000,000 and workers' compensation to the limits required by the State of Utah. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

8.16 Performance Deposit Required

In order to preserve and ensure that the construction of a home is built to the DRC final approved plans and completed to the satisfaction of the DRC, a "Performance Deposit" in the amount of \$15,000 for new construction or \$5,000 for home remodeling, additions, and site landscape projects will be required.

Concurrent with Final Plan Submittal, the owner shall pay the Performance Deposit amount to the DRC. Furthermore, the owner shall execute and deliver to the DRC a Performance Deposit Agreement in the form attached hereto (see Appendix D). The Performance Deposit shall be held in escrow until all construction and improvements described in the final approved plans (including clean-up), is completed and approval by the DRC.

In the event that the owner, the contractor or their respective agents, representatives, or employees

- (i) cause any damage,
- (ii) fail to construct the improvements in accordance with the DRC's approved plans, or
- (iii) fail to comply with the Guidelines, the Declaration or any rules or



regulations adopted or promulgated, the DRC may fine independently of this Performance Deposit or use the Performance Deposit to, among other things,

- (a) repair and/or rectify the damage or
- (b) enforce the Guidelines, the Declaration and any other rule or regulation thus violated and cure any defect or problem caused by said non-compliance.

Following the DRC's use of all or any portion of the Performance Deposit, the owner shall immediately pay to the DRC an amount sufficient to replenish the Performance Deposit to the sum initially deposited. Failure to replenish the Performance Deposit within seven (7) days following the DRC's delivery of written demand shall be deemed a material breach of the Guidelines and the Declaration and shall entitle the DRC to:

- (i) deny contractor's access to the community (including any of contractor's suppliers, subcontractors, employees and material suppliers), and
- (ii) lien the lot in an amount equal to the Performance Deposit deficiency.

Upon completion of the improvements approved by the DRC (including clean up), the owner shall certify in a letter to the DRC (the "Certification") that:

1. The improvements constructed upon the lot have been built in compliance with (a) the approved plans, (b) the Declaration, (c) the Guidelines, and all other rules and regulations adopted for the community.
2. All appropriate cleanups have been made.
3. All required landscaping improvements have been completed.
4. Neither the owner, the contractor, nor their respective agents, representatives, or employees have caused any damage or, in the alternative, that all damage caused by said individuals/entities has been repaired or rectified to the satisfaction of the DRC.

The Certification and a copy of the Washington City Certificate of Occupancy shall be delivered to the address so designated by the DRC, which body shall have thirty (30) days from the receipt thereof to:

- (a) return the Performance Deposit less any funds expended in enforcement and/or correction or
- (b) refuse to return such funds or portion thereof and specifically state in writing how such party is not in compliance. In the event that the DRC refuses to return all or a portion of the Performance Deposit due to the owner's non-compliance, the owner shall have the opportunity to resubmit a supplemental Certification upon remedying the issues/problems identified in the DRC's notice of non-compliance.

The DRC may fine homeowners for changing designs after the DRC has issued the final approval letter. Non-approved changes to Site and Architectural Plans or to the Colors and Materials are subject to fines. The system of fines is based on the severity of the infraction, minor and major, and the number of infractions found.

Contractor and owner hereby agree to indemnify the Solenté Master Community Association, its officers and designated boards and defend and hold those same parties harmless from all claims, costs, fees (including court costs and witness and attorney's fees), expenses, loss, damage and



liability of any kind, including, without limitation, mechanics' or material men's liens, which may be asserted against or incurred by the DRC as a result of the construction activities by contractor or owner or any damage caused by contractor, owner, or their respective agents, representatives and employees. This indemnity shall survive the final completion of the construction activities conducted on the owner's lot. (See Appendix D for Performance Deposit.)

8.17 Building Permit and Stamped Approved Plans Required

A copy of the Washington City Building Permit and stamped approved final building plans must be provided to the DRC prior to the commencement of construction.

The Washington City Building Permit and stamped approved final building plans must be in adherence to the Estate Village Lot Site Plan and Architectural Plans submitted to and approved by the DRC.

If there are any conflicts between the approved Washington City building permit plans and the approved DRC plans, the owner will be required to resubmit the approved Washington city plans to the DRC for review and approval where needed. Plan review fees apply for any re-review for non-concurrent plans.

The Washington City-stamped, approved, final building plans must be submitted to the DRC by electronic means (disk, thumb drive, dropbox, etc.).



9.0 Design Review Process

Owners shall assemble a design team that includes an architect and a landscape architect registered in the State of Utah. Owners and their design teams should become familiar with these Design Guidelines, the Solenté Covenants, Conditions and Restrictions (CC&Rs), the Lot Feature Map., Washington City's applicable codes and ordinances, and other state and federal regulations that apply to development at Solenté.

9.1 Pre-Design Conference

Prior to preparing preliminary plans for any proposed improvement at Solenté, the owners and their consultants (which may include an architect, landscape architect, engineer, and a contractor) must meet with a representative of the DRC to discuss proposed plans and to resolve any questions regarding building requirements and lot conditions at Solenté. This informal review, which should occur on the property if possible, is intended to offer guidance and answer questions prior to the initiation of preliminary design.

The parameters and directives identified at each Pre-Design Conference remain valid for six (6) months only. If the submittal of a preliminary design does not occur within six (6) months of this Conference, a supplementary Pre-Design Conference must be required to review any changes in site conditions or revisions to the Design Guidelines that may have occurred.

9.2 Preliminary Design Submittal

The preliminary design submittal must follow the Pre-Design Conference within six (6) months and must include the exhibits listed in Appendix B. Digital files of the exhibits shall be submitted to the DRC, refer to Section 10.3 for instructions on how to submit. The DRC will review the plans and respond in writing no later than 30 days following receipt of a complete submittal.

9.3 Final Design Submittal

A final design submittal shall follow within six (6) months from the DRC's granting of approval for the preliminary design. The DRC will not begin its review process until all required documentation is received. In addition to approval by the Solenté DRC, approvals from Washington City and all other jurisdictional agencies must be obtained prior to commencement of construction. The final Design Submittal package must include all information listed on the Final Design Submittal checklist found in Appendix B. Refer to Section 10.3 for instructions on how to submit digital files. A complete submittal package must be received at least ten (10) days prior to a scheduled DRC review meeting in order to be placed on the agenda for that meeting.

The DRC will review final submittal packages and respond in writing within 15 to 30 days after a complete submittal has been received. Results of reviews will not be discussed over the telephone and Owners and their consultants will only be included in review meetings at the invitation of the DRC. Responses to the DRC by Owners and/or their consultants must be in writing. The DRC's final approval is valid for 12 months from the date of approval.

At the discretion of the DRC, an on-site inspection may be conducted prior to final design review to confirm that plans reflect actual site conditions.



9.4 Resubmittal of Plans

In the event that plan approval is denied for either a preliminary or final submittal, a resubmission of plans shall follow the same procedure as an original submittal including the payment of submittal fees.

9.5 Construction Commencement

The Owner may begin construction in accordance with the approved plans once the following conditions have been met:

1. Receipt of final approval from the DRC and all other reviewing agencies
2. Obtaining a building permit from the Washington City Building Department
3. Completion of a Pre-Construction Meeting with the general contractor, a representative of the DRC and the Owner
4. Acknowledging any Limit of Disturbance boundary on the lot as described in section 8.10

Construction may commence immediately or not later than 12 months following final approval. If construction has not commenced within this time period, approval will be considered revoked.

In any event, construction must be completed within two (2) years from commencement except if completion is impossible due to labor strikes, national emergencies, or natural calamities. If the two (2) year deadline will be breached, Owners or their representatives must notify the DRC, indicating the reasons for the delay and the revised timeline for completion.

At the discretion of the DRC, work in progress may be inspected and notice may be given of noncompliance with approved plans and/or these Design Guidelines. The DRC reserves the right to hire an independent inspector at the property Owner's expense should circumstances dictate. Absence of such inspection or notification during construction does not constitute an approval by the DRC of work in progress or compliance with the Design Guidelines. Any such inspection shall not be construed as an acceptance of any improvements or conditions, or as a waiver of any provision of these Design Guidelines or of any condition of approval established by the DRC.

9.6 Modifications to Plans after Approval

Any modifications or additions to plans, whether architectural or site designs, including color or materials changes, must be submitted to the DRC for approval prior to implementation.

9.7 Right of Waiver

The approval by the DRC of any plans, drawings or specifications for any work done or proposed to be done does not constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the Design Guidelines shall not constitute a waiver of same.

The DRC reserves the right to waive or vary any of the procedures set forth herein at its discretion for cause.



9.8 Construction Completion

Construction activities, including landscape installations must be completed within 24 months of construction start. Upon completion of construction, the DRC will inspect the property and issue a certificate of final construction approval.

9.9 Design Review Fee

Design Review fee to be paid to the Solente Master Association c/o DRC is as follows:

New Construction.....			\$3,000.00
Includes			
	Pre-Design Conference		
	Preliminary Design Review		
	Final Design Review		
	Pre Construction Meeting		
	Site Inspections		
	Final Site Inspection		
	Additional Inspection fee	\$300.00	
Home Remodel.....			\$800.00
(minor additions and alterations to existing home - less than 30% of structure)			
Includes			
	Plan Review		
	Three (3) site inspections		
Site and Landscape Modifications.....			\$500.00
Includes			
	Plan Review		
	Two (2) site inspections		

Design Review fees are due at the time of preliminary plan submittal and no plan review will be conducted until fees are paid in full. Fees may be updated at any time and at the discretion of the DRC.



10.0 Design Review Committee Structure

10.1 Members

As stipulated in the Covenants, Conditions and Restrictions (CC&Rs) of Solenté, as long as the Developer owns any lot or parcel within Solenté, the Design Review Committee (DRC) will consist of three (3) regular members and one (1) alternate member, each of whom will be appointed by and serve at the sole discretion of the Developer.

At such time as the Developer no longer owns any property within Solenté, the DRC will consist of such number of regular and alternate members as the Board of Directors of the Solenté Home Owners Association (Board) may deem appropriate from time to time. In no event shall there be less than three (3) or more than seven (7) regular members, nor less than one (1) nor more than three (3) alternate members. In this case, each of the members will be appointed by and serve at the discretion of the Board. Additional regulations governing the appointment of DRC members are outlined in the CC&Rs.

10.2 Meetings

The DRC will meet on a regularly scheduled basis as determined feasible and necessary to perform their duties during development of the property. The vote of a majority of the members shall constitute an act by the DRC. The DRC will keep on file all submittals and copies of written responses to Owners and their consultants to serve as a record of actions taken.

10.3 Contact Information

Copies of the Design Guidelines are available at <https://home.mihimanage.com/>. Please log in and navigate to: **Documents > Forms > ARC**.

To submit your digital plans for review, log in at the same link and go to:

1. Architectural Request Instructions (ARC/DRC), **then**
2. Requests > + New Request > Architectural Request

If you do not have access to **this portal**, please contact our management team at solente@mihimanage.com for further assistance.

10.4 Resignation of Members

Any member of the DRC may, at any time, resign from the Committee upon written notice delivered to the Board.

10.5 Amendment of Design Guidelines

The DRC may, from time to time at its sole discretion, amend or revise any portion of the Design Guidelines. All such amendments or revisions must be appended to and made a part of the Design Guidelines. Administrative changes may occur in a like manner by the DRC. Changes of a substantive nature may be recommended by the DRC for consideration by the Board.



10.6 Liability

Neither the DRC, nor any member thereof, nor Solenté, its Home Owners Association, its members, managers, employees, agents, or affiliates will be liable to any Owner or other person for any loss or damage claimed on account of any of the following:

- The approval or disapproval of any plans, drawings and specifications, whether or not defective. Owners acknowledge that the DRC is not reviewing plans, drawings or specifications for
- structural soundness, adherence to codes, or other similar purpose, but only with the intent of determining whether such plans, drawings and specifications comply with the provisions of these Design Guidelines. Neither the DRC nor any of its individual members, whether or not such member is a licensed or registered design professional, shall have any liability as architect,
- engineer or other design professional.
- The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications regardless of any inspections by the DRC during the course of construction.
- The development or manner of development of any property within Solenté.
- The inspection or approval of any improvements within Solenté.

Every owner or other person, by submission of plans and specifications to the DRC for approval, agrees that no action or suit against the DRC, any of its members, or the Developer, will be brought as a result of any action taken by the DRC.

Approval by the DRC of any improvement at Solenté only refers to the Solenté Design Guidelines and in no way implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable government ordinances and/or regulations, including but not limited to zoning ordinances and local building codes.

10.7 Delegation of Authority

The DRC may delegate any or all of its Design Review responsibilities to one or more of its members, acting as a subcommittee of the DRC, and/or a professional design consultant retained by the DRC on behalf of the Board. Upon such delegation, the actions of such members or consultants shall be equivalent to action by the Committee as a whole.

10.8 Governance

These Design Guidelines are promulgated pursuant to the terms and conditions of the CC&Rs of Solenté. In the event of any inconsistency between the provisions of these Design Guidelines and the provisions of the CC&Rs, the provisions of the CC&Rs shall apply. In the event of any inconsistency between codes and ordinances of local, state and federal agencies and these Design Guidelines, the stricter regulation, code or requirement shall apply.



10.9 Enforcement

1. Violations

Compliance with the Guidelines is essential to promote the natural beauty of Solenté and to preserve the harmonious enjoyment of the Solenté community. Violations of the Guidelines or failure to comply with the Site and Architectural Plans approved by the DRC will be subject to the following fines and penalties, in addition to any other available remedies.

2. Fines

a) Notice

Before assessing a fine, the DRC shall give the owner a written warning. The warning shall:

- i. describe the violation;
- ii. state the rule or provision of the Guidelines that the owner's conduct violates;
- iii. state that the DRC may assess fines against the owner if a continuing violation is not cured or if the owner commits similar violations within one year after the day on which the DRC gives the owner the written warning or assesses a fine against the owner; and
- iv. for a continuing violation, state a time that is not less than 48 hours after the day on which the board gives the owner the written warning by which the lot owner shall cure the violation.

b) Assessment of Fines

The DRC may assess a fine against the owner without further notice if:

- i. within one year after the day on which the DRC gives the owner a written warning, the owner commits another violation of the same rule or provision identified in the written warning; or
- ii. for a continuing violation, the owner does not cure the violation within the time period that is stated in the written warning.

The DRC may assess an additional fine against the owner without further notice each time the owner:

- iii. commits a violation of the same rule or provision within one year after the day on which the DRC previously assessed a fine for a violation of the same rule or provision; or
- iv. allows a violation to continue for 10 days or longer after the day on which the DRC assesses the fine for that violation.

c) Schedule of Fines

Fines shall be assessed in the following amounts:

- First fine: \$2,500
Second fine: \$5,000
Third fine: \$10,000
Fourth fine, and all subsequent fines: \$25,000



d) Unpaid Fines

Fines will be due for payment within seven (7) days from the date the fine is assessed. Unpaid fines will be collected as an unpaid Assessment and will accrue interest at the rate of 18% per annum and late fees for each unpaid fine in the amount of \$25.00 per day. Any attorneys' fees or costs incurred to collect fines will also be collected as an unpaid Assessment. The Association may record and enforce an Assessment Lien against the owner's interest in the property by sale or foreclosure.

e) Hearings

An owner who is assessed a fine may request an informal hearing before the Board to dispute the fine. The owner's request must be received by the Board within 30 days after the day on which the owner receives notice that the fine is assessed.

Upon receipt of the owner's request, the Board will schedule an informal hearing and notify the owner of the date and time of the hearing. Any person involved in the hearing may participate by means of electronic communication. The Board will provide the owner a reasonable opportunity at the hearing to present the owner's position. The hearing will otherwise be conducted solely as the Board deems fit and subject to any limitations imposed by the Board. Following the hearing and due consideration, the Board will issue its final decision and notify the owner of the decision.

If the owner makes a timely request for an informal hearing, no interest or late fees will accrue until after the Board conducts the hearing and the owner receives a final decision.

3. Obligation to Cure and Additional Remedies

Notwithstanding questions regarding any fines assessed against an owner, the owner shall proceed to cure violations to the satisfaction of the DRC within the time period specified by the DRC. Continuing, uncured violations will result in the issuance of work stoppage orders, recording of a notice of violation against the owner's lot, and any other remedy available to the DRC provided in the Project Documents or in any other manner permitted by law, including but not limited to immediate injunctive relief to prohibit a continuing or threatened violation.

4. Remedies Cumulative; No Waiver

All rights and remedies hereunder are cumulative and are in addition to all other rights and remedies provided by law, agreement or otherwise. No failure on the part of the DRC or Board to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.



APPENDIX B

Design Review Process Checklist

PRE-DESIGN CONFERENCE

Owners and/or Consultants and DRC Representative meet on site to review existing site conditions and the following documents:

- ☐ Architectural and Site Design Guidelines (“Guidelines”)
- ☐ Washington City Codes and Ordinances
- ☐ CC&Rs for Solenté
- ☐ Guidelines for planning, process, and forms

PRELIMINARY DESIGN SUBMITTAL	FINAL DESIGN SUBMITTAL
All plans submitted are to be at a sufficient scale to clearly depict required information. Digital files shall be submitted to DRC: refer to Section 10.3 for instructions. ☐ Lot survey prepared by a registered land survey or licensed civil engineer: • building envelope boundary and dimensions • topography (2-foot contours or less) • major terrain features to include areas of 30% or greater slopes • special terrain features to be preserved • significant vegetation to be preserved • edge of pavement or curb • utility locations • existing easements ☐ Preliminary Site Plan of entire lot: • building envelope boundary • building setbacks • limits of disturbance • building footprint including garage location • driveway and parking areas • LOD fence location • site walls/fences • protected plants and trees, special terrain features to be preserved ☐ Preliminary House Plan: • dimensions, square footage per floor • proposed finish floor elevations • exterior elevations showing existing and	All plans submitted are to be at a sufficient scale to clearly depict required information. Digital files shall be submitted to DRC: refer to Section 10.3 for instructions. ☐ Lot survey prepared by a registered land survey or licensed civil engineer: • building envelope boundary and dimensions • topography (2-foot contours or less) • major terrain features to include areas of 30% or greater slopes • special terrain features to be preserved • significant vegetation to be preserved • edge of pavement or curb • utility locations • existing easements ☐ Final Site Plan of entire lot: • building envelope boundary • building setbacks • limits of disturbance • building footprint including garage location • utility sources and connections • decks, porches, patios, and terraces • driveway and parking areas • LOD fence location • site walls/fences • protected plants and trees, special terrain features to be preserved ☐ Final House Plans: • dimensions, square footage per floor • finish floor elevations • exterior elevations showing existing and

PRELIMINARY DESIGN SUBMITTAL - CONT.

- proposed grade lines, plate heights and building heights
- exterior elevations
- ☐ Preliminary Grading Plan:
 - all areas of disturbance
 - existing and proposed grades
 - driveway slopes
 - culverts and drainage channels
- ☐ Preliminary Landscape Plans:
 - general concept plan showing location of major site and landscape elements

FINAL DESIGN SUBMITTAL - CONT.

- proposed grade lines, plate heights and building heights
- sections through the structure
- exterior elevations
- digital materials board showing materials, fixtures, and colors at sufficient quality and size to depict intent
 - DRC may request physical materials samples
- structural plans
- electrical plans
- roof plan showing all roof pitches
- ☐ Final Grading Plan:
 - all areas of disturbance
 - existing and proposed grades
 - driveway slopes
 - culverts and drainage channels
- ☐ Final Landscape Plans:
 - existing plants and trees to be retained
 - planting plan depicting location and dimension of plants/trees at maturity
 - schedule of plant material and size at installation
 - schematic irrigation plan or irrigation performance specification
 - all site and landscape material types and colors including mulches boulders/edging walls, fences and gate locations
 - decorative elements such as sculptures and fountains
 - outdoor living spaces and all associated materials, color and specifications
 - slope stabilization and revegetation
- ☐ Final Lighting Plan:
 - all site light fixture locations
 - building-mounted fixtures
 - exterior fixtures, including ground-mounted fixtures
 - light fixture cut sheets, including all technical specifications and data
- ☐ Construction Site Plan
 - construction access
 - contractor parking areas
 - sanitary facilities
 - concrete wash out area
 - trash drum
 - material storage access drives
- ☐ Construction Schedule
 - Anticipated construction commencement, inspection intervals, and construction completion

The DRC may require on-site staking of building corners and other improvements.

APPENDIX C

Construction Process Checklist

PRE-CONSTRUCTION PROCEDURES	KEY BENCHMARKS DURING CONSTRUCTION	POST-CONSTRUCTION PROCEDURES
Note that building must commence within 12 months of the DRC's written Final Design Approval ☐ Pre-Con Meeting at the lot with builder and DRC rep to review: > staking of home > location of utility services > silt and LOD (if applicable) fences in place ☐ Construction Requirements (section 8 of Guidelines) reviewed by builder and DRC rep ☐ Construction Regulations form signed off by builder and developer rep (form will be provided by developer rep during on-site meeting) ☐ Receipt of Pre-Construction Documents signed by owner(s), architect, and builder ☐ Washington City Building Permit ☐ Washington City's final, approved, stamped drawings (by electronic means) ☐ Contractor's Insurance ☐ Notice of Voluntary Lien document (original) signed by owner(s) and notarized ☐ Performance Deposit document (original) signed by owner(s) ☐ Payment of \$15,000 Performance Deposit to the Solente Master Association c/o DRC	Note that the DRC must be contacted to review and approve these items before further building may continue: ☐ Foundation dimension and wall height verification is required once foundation is completed. ☐ On-site materials mock-up of approved exterior stone, siding, and roofing prior to their installation. Board to be in place by time of foundation inspection. ☐ Landscape materials, including any address monument, prior to their installation.	Note that all construction activities, including landscaping, must be complete within 24 months of the DRC's written Final Design Approval ☐ Final DRC Inspection ☐ Owner or Builder to provide DRC with Certificate of Occupancy ☐ Owner's Certification on completion of improvements Refer to Appendix D for processes regarding Performance Deposit refund.

NOTE: ANY MODIFICATIONS TO PLANS, INCLUDING COLOR AND MATERIALS CHANGES AFTER THE DRC'S WRITTEN FINAL APPROVAL MUST BE SUBMITTED TO THE DRC FOR REVIEW AND WRITTEN APPROVAL BEFORE IMPLEMENTATION.

APPENDIX E

Restoration / Revegetation Plant List

Botanical Name	Common Name	Mature Size
<i>Artemisia filifolia</i>	Old Man Sage, Sand Sagebrush	3' x 3'
<i>Atriplex canescens</i>	Four Wing Saltbush	4' x 5'
<i>Ceasalpinia mexicana</i>	Mexican Bird of Paradise	12' x 6'
<i>Chamaebatiaria millefolium</i>	Teddy Bear Cholla	4' x 3'
<i>Chilopsis linearis</i>	Desert Willow	20' x 15'
<i>Chrysothamnus nauseosus</i>	Rabbit Brush	3' x 3'
<i>Cylindropuntia echinocarpa</i>	Silver Cholla	4' x 6'
<i>Baccharis halimifolia</i>	Baccharis	4' x 6'
<i>Ericameria laricifolia</i>	Turpentine Bush	3' x 6'
<i>Ericameria nauseosa</i>	Rubber Rabbit Brush	12" x 12"
<i>Ephedra viridis</i>	Mormon Tea	3' x 4'
<i>Fallugia paradoxa</i>	Aoache Plume	6' x 4'
<i>Gutierrezia sarothrae</i>	Snakeweed	3' x 2'
<i>Larrea tridentata</i>	Creosote Bush	6' x 6'
<i>Leucophyllum</i> spp.	Texas Sage	varies
<i>Prosopis</i> spp.	Mesquite Trees	varies
<i>Opuntia basilaris</i>	Beavertail Cactus (Prickly Pear)	18" x 4'
<i>Opuntia macrocentra</i>	Purple Prickly Pear	2' x 3'
<i>Purshia tridentata</i>	Antelope Bitterbrush	4' x 5'
<i>Purshia mexicana</i>	Cliffrose	3' x 4'
<i>Quercus turbinella</i>	Turbin Oak, Scrub Oak	4' x 6'
<i>Salvia clevelandii</i>	Chaparral Sage	3' x 4'
<i>Vauquelinia californica</i>	Arizona rosewood	12' x 8'
<i>Yucca</i> spp	Yucca	varies
<i>Yucca baccata</i>	Banana Yucca	3' x 3'
<i>Zinnia acerosa</i>	Desert Zinnia	1' x 2'





Phase 1 Secondary Water Irrigation Plan

Prepared by:



ALLIANCE CONSULTING

A Planning and Engineering Firm

Purpose of Master Plan

1

Establishes a plan that can be utilized as the City adds new growth.

2

Makes use of the City's existing secondary water resources.

3

Evaluates existing system components.

4

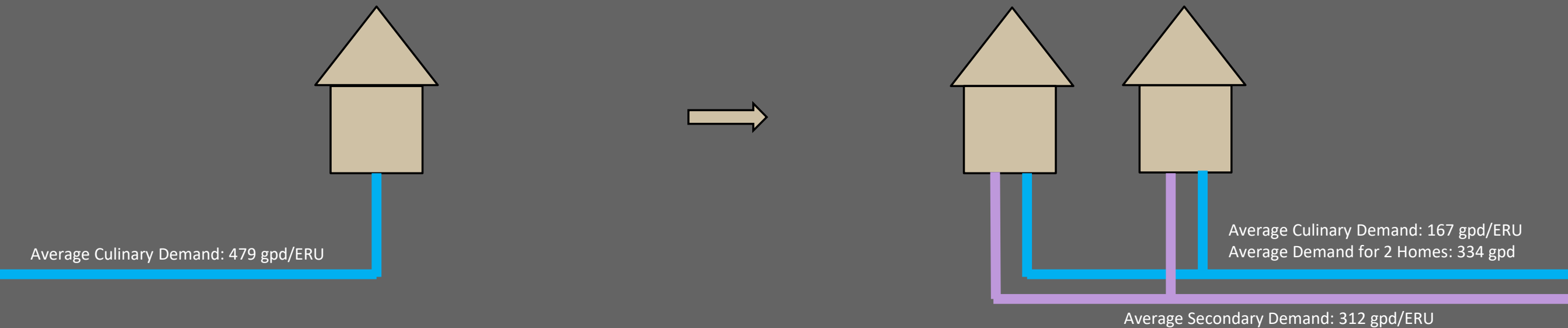
Evaluates additional infrastructure required to connect and pressurize the system.

5

Identifies initial system projects based on feasibility and impact to bring the system online.

Irrigation Water Use, cont.

- Irrigation water accounts for over 50% of water used for each home. A secondary water irrigation system would double the population capacity that can be serviced with existing culinary water sources.



Past Impact Fees

Table below shows the past impact fees for residential paid to the Washington County Water Conservancy District.

In the Last 9 Years the WCWCD has Collected a Toal of **\$74,665,812** for both Culinary and Irrigation Water.

Year	Washington City Building Permits	Impact Fee WCWCD	Total Impact Fees WCWCD	50% of Total Impact Fees Allocated to Secondary Water
2017	468	\$ 7,417.00	\$ 3,471,156.00	\$ 1,735,578.00
2018	716	\$ 8,417.00	\$ 6,026,572.00	\$ 3,013,286.00
2019	588	\$ 9,417.00	\$ 5,537,196.00	\$ 2,768,598.00
2020	686	\$ 10,417.00	\$ 7,146,062.00	\$ 3,573,031.00
2021	924	\$ 11,417.00	\$ 10,549,308.00	\$ 5,274,654.00
2022	796	\$ 12,417.00	\$ 9,883,932.00	\$ 4,941,966.00
2023	758	\$ 12,417.00	\$ 9,412,086.00	\$ 4,706,043.00
2024	768	\$ 13,500.00	\$ 10,368,000.00	\$ 5,184,000.00
2025	909	\$13,500.00	\$ 12,271,500.00	\$ 6,135,750.00
		Total	\$ 74,665,812.00	\$ 37,332,906.00

Future Impact Fees

Table below shows recent and projected impact fees from the Washington County Water Conservancy District with 50% of fee total based on average new permits allocated to irrigation system.

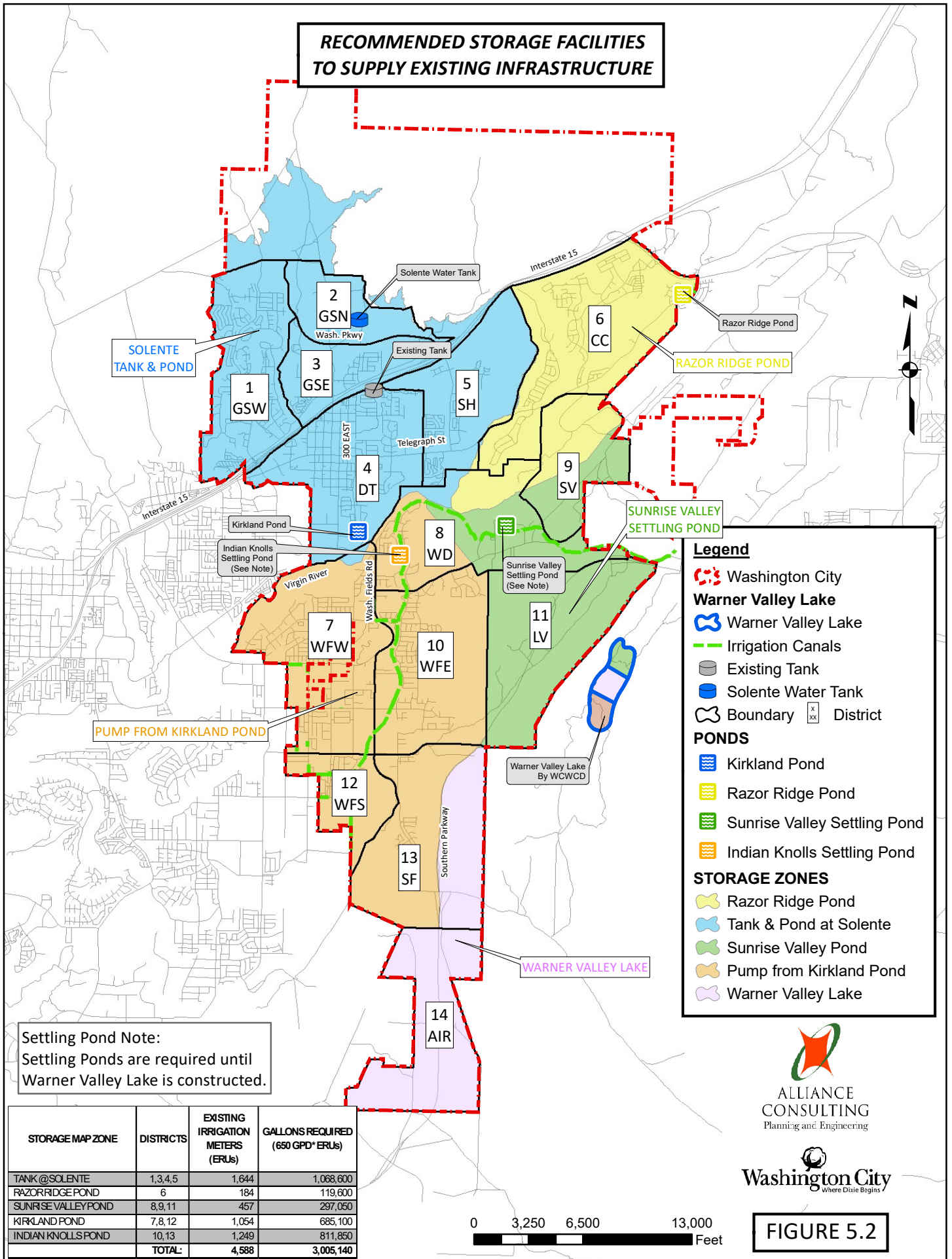
In the next 5 Years the WCWCD will Collect on average a Total of **\$71,234,022** for both Culinary and Irrigation Water.

Year	Average Building Permits (Last 5 Years)	Impact Fee WCWCD	Total Impact Fees WCWCD	50% of Total Impact Fees Allocated to Secondary Water
2026 Jan-Feb	139	\$ 13,500.00	\$ 1,876,500.00	\$ 938,250.00
2026 Mar-Dec	693	\$ 17,266.00	\$ 11,965,338.00	\$ 5,982,699.00
2027	831	\$ 17,266.00	\$ 14,348,046.00	\$ 7,174,023.00
2028	831	\$ 17,266.00	\$ 14,348,046.00	\$ 7,174,023.00
2029	831	\$ 17,266.00	\$ 14,348,046.00	\$ 7,174,023.00
2030	831	\$ 17,266.00	\$ 14,348,046.00	\$ 7,174,023.00
		Total	\$ 71,234,022.00	\$ 35,617,011.00

Irrigation Water Storage

- Secondary water storage facilities are critical components to the system and will be critical for capturing existing water resources and supplying water to the system. Improving storage at the Kirkland property will be a significant part of the system.
- Additional storage facilities on the north edge of the city will provide required volume for system peaking and pressurization.
- The centralized location of the Kirkland property provides opportunity to feasibly pressurize existing distribution systems on both sides of the Virgin River.

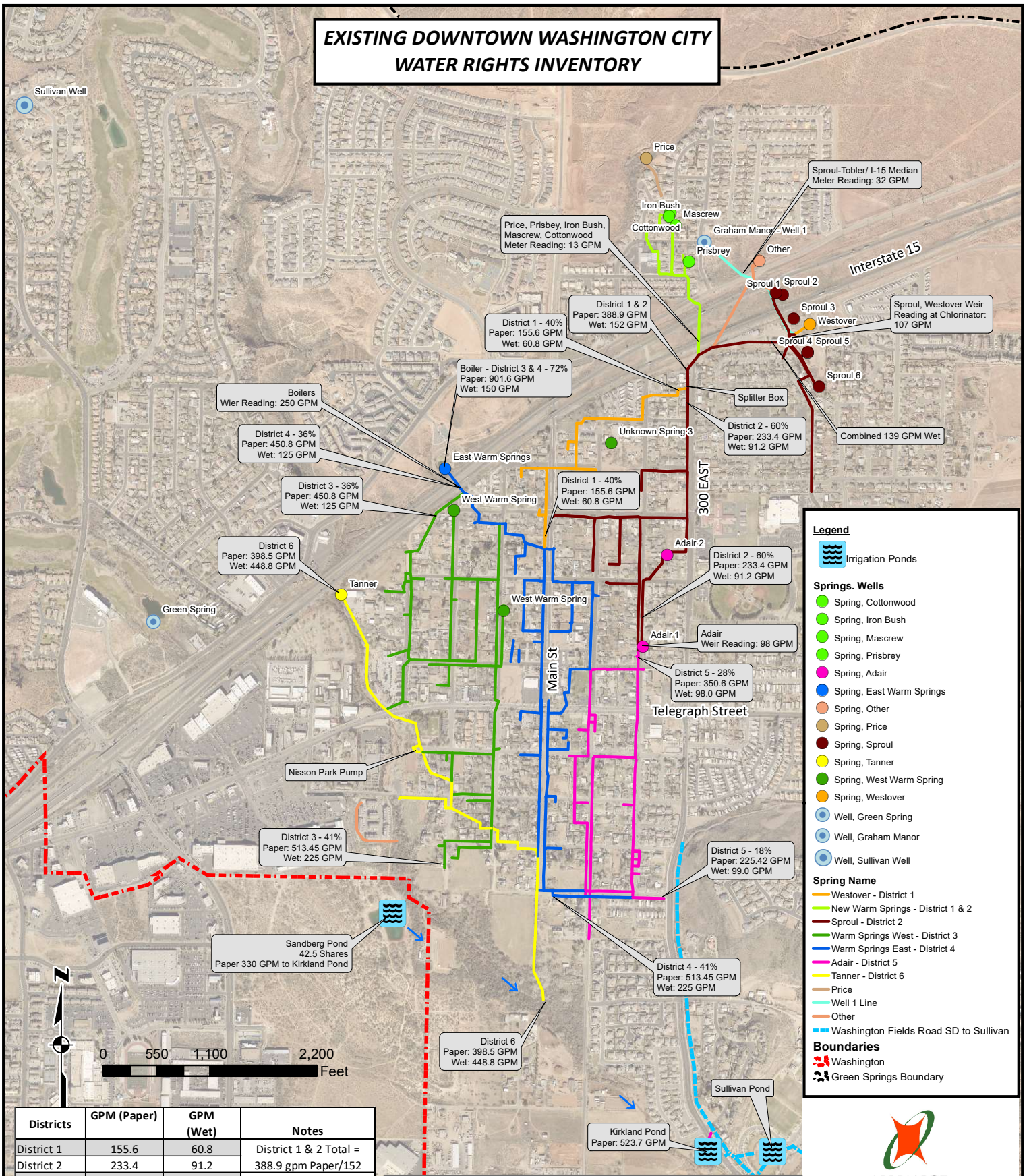
RECOMMENDED STORAGE FACILITIES TO SUPPLY EXISTING INFRASTRUCTURE



Irrigation Water Supply

- Protect existing water users.
- Secondary irrigation system will utilize water sources that are independent from culinary water sources.
- Current sources are primarily surface water from the Mill Creek watershed. (Figure 4.2)
- Utilize Graham Manor-Well 1 (Ball Field & Cemetery)

EXISTING DOWNTOWN WASHINGTON CITY WATER RIGHTS INVENTORY



Districts	GPM (Paper)	GPM (Wet)	Notes
District 1	155.6	60.8	District 1 & 2 Total = 388.9 gpm Paper/152
District 2	233.4	91.2	
District 3	450.8	125	District 3, 4 & 5 Total = 1252.32 fpm Paper/348 gpm Wet
District 4	450.8	125	
District 5	350.6	98	
District 6	398.5	448.8	
Total	2039.7	948.8	
Sandberg Pond	330.0	330.0	
Kirkland Pond	523.7	523.7	
Total	853.7	853.7	
Grand Total	2893.4	1802.5	

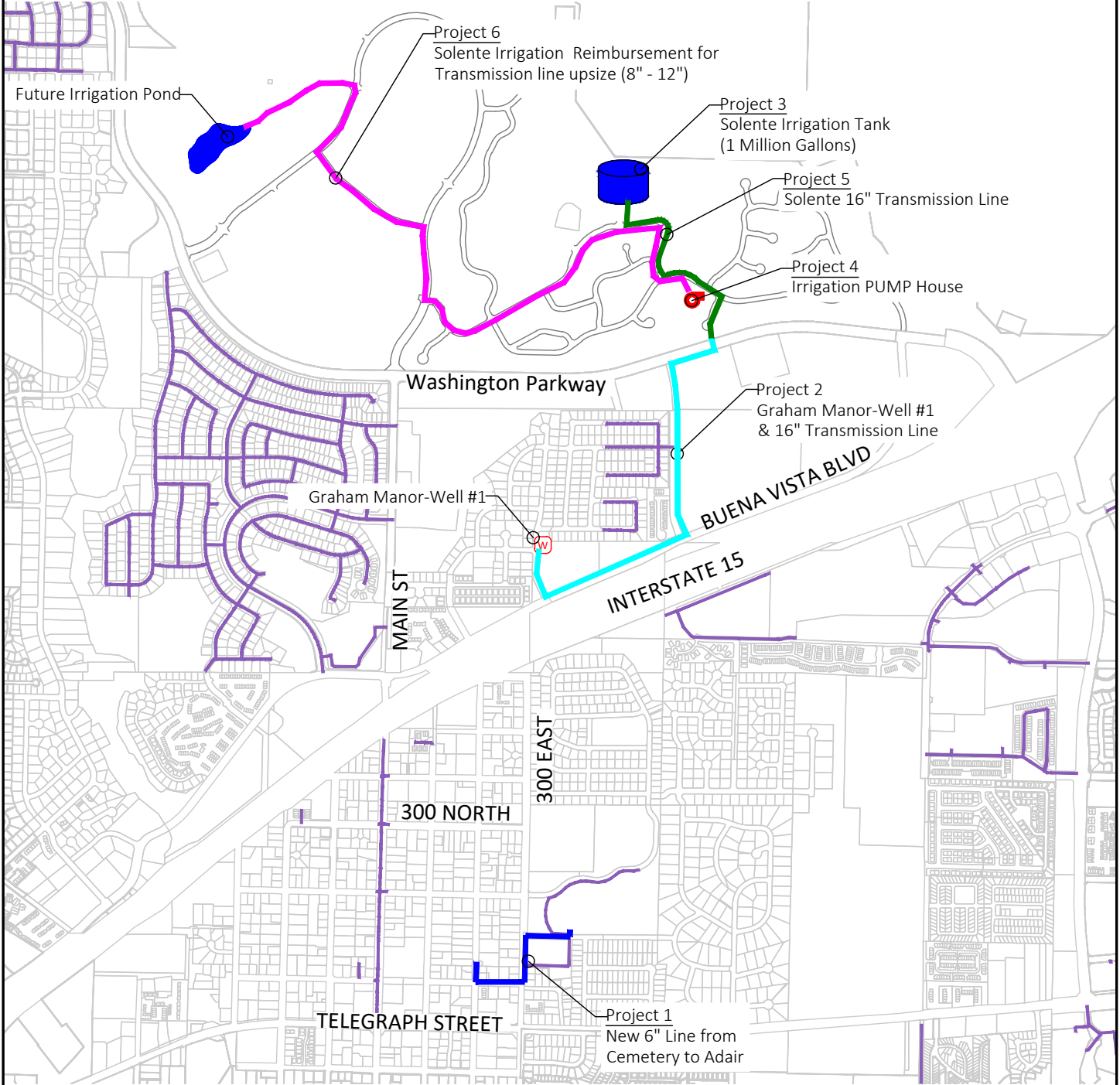
Note: The measured wet water flow rates are based on what the City currently has documented from limited studies performed and updated average values measured by the city generally from 2022 to 2024 for approximately 3 years. There is reason to believe that there is the potential for additional wet water that was not recorded as part of the previous study, and further evaluation will be required to determine the exact amount available for irrigation use. (It is unclear how much of the measured water is being utilized by current users)

Phase 1 System Projects

- Table 7.1 provides a description and cost estimate for the initial projects.

Project	Description	Cost Estimate (2026)
Project 1	Connect 200East to 300 East (Community Center System)	\$ 275,000
Project 2	Graham Manor-Well #1 and Transmission Line (Buena Vista Blvd to Washington Parkway)	\$ 1,758,486
Project 3	Solente Irrigation Tank	\$ 2,978,208
Project 4	Irrigation Pump House	\$ 1,380,750
Project 5	Solente Transmission Line	\$ 567,466
Project 6	Upsize of Transmission line from 8" to 12" in the Solente Development	\$ 334,250
	Total	\$7,244,160

IRRIGATION INFRASTRUCTURE IMPROVEMENTS- PHASE 1 PROJECT 1-6



LEGEND

-  PROJECT 1 6" Line from Cemetery to Adair
-  PROJECT 2 Graham Manor Well #1 & 16" Transmission Line
-  PROJECT 3 Solente Irrigation Tank
-  PROJECT 4 Irrigation Pump House
-  PROJECT 5 Solente 16" Transmission Line
-  PROJECT 6 Reimbursement for Transmission Lines
-  Existing Irrigation Lines
-  Existing Wells Site (Graham Manor)
-  Future Irrigation Pond



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Washington City
Where Dixie Begins

SCALE 1"=1500'

Conclusion

- The master plan is a working document.
- Primary goal of master plan to establish a plan to utilize existing secondary water resources and infrastructure
- Master plan allows the City to have a plan in place for eventual full build-out of a city-wide secondary irrigation system.
- We are now into the first phase of the main infrastructure.

Questions?

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