



CITY COUNCIL AGENDA

Wednesday, June 10, 2020

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the City Council Chambers, located at
5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

5:00 PM - WORK MEETING:

1. **Council Business – 5:00 PM**
 - 1.1 Review of this Evening's Agenda
 - 1.2 Future Agenda Items

2. **Administrative Reports**
 - 2.1. **Discussion of revisions to Mountain View Corridor Office and Self Storage Master Development Agreement located at approximately 5101 West 11800 South - Michael Maloy, City Planner**
[SR_MountainViewCorridorOfficeMDA.pdf](#)

 - 2.2. **Blackridge Reservoir Update and Discussion - Justun Edwards, Public Works Director and Anthony Teuscher, Deputy Director of Parks, Recreation and Events**
[SR_BlackridgeReservoirOperations.pdf](#)

 - 2.3. **2020 NWSL Challenge Cup Joint Marketing Opportunity with REAL Salt Lake - Wendy Thomas, Assistant City Manager and Tami Moody, Assistant City Manager**
[SR_NWSL_ChallengeCupJointMarketingOpportunity.pdf](#)

 - 2.4. **5200 West Bike Lane Route Discussion - Jonathan Bowers, City Engineer**
[SR_5200 West Bike Lane Route.pdf](#)

 - 2.5. **Herriman K9 Memorial Dog Park Discussion - Wendy Thomas, Assistant City Manager**

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(801) 446-5323 office • herriman.org



Herriman City

[SR_K9MemorialDogPark.pdf](#)

2.6. Unified Fire Service Area Discussion Regarding potential Bond and Options - Alan Rae, Finance Director and Chase Andrizzi, City Attorney

2.7. City Manager Updates - Brett Wood, City Manager

3. Adjournment

7:30 PM - GENERAL MEETING:

4. Call to Order

4.1 Pledge of Allegiance

4.2 City Council Comments and Recognitions

5. Public Comment

Audience members may bring any item to the City Council's attention. Comments will be limited to two minutes. State Law prohibits the Council from acting on items that do not appear on the agenda. Public Comment for this meeting will also be conducted electronically. Any person interest in addressing the City Council electronically may submit a comment by emailing recorder@herriman.org or by visiting herriman.org/agendas-and-minutes/ where there will be a link to join the electronic meeting. Your statement will be read into the public record.

6. City Council Board and Committee Reports

7. Reports, Presentations and Appointments

7.1. Presentation of the 2019 Distinguished Budget Award - Brett Wood, City Manager

8. Consent Agenda

8.1. Approval of a Resolution Reappointing Planning Commission Alternates - Michael Maloy, City Planner

[SR_Planning_Commission_Alternates.pdf](#)

9. Discussion and Action Items

9.1. Discussion and consideration of a proposed rezone request for 6.2 acres of property located at approximately 4950 West 12600 South from AMSD (Auto Mall Special District) to C-2 (Commercial) (File No. Z2020-026) - Michael Maloy, City Planner

[SR_Z2020-026_AMSD.pdf](#)

9.2. Discussion and consideration of an Ordinance to adopt a final budget; make appropriations for the support of Herriman City for the fiscal year beginning July 1, 2020 and ending June 30, 2021; amending the Fiscal Year 2019-2020 Herriman City Budget; Approving the Master Fee Schedule and determining the rate of tax and levying taxes upon all real and personal property within Herriman City - Alan Rae, Finance Director

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[SR_Budget.pdf](#)

10. Future Meetings

10.1. June 18 - Planning Commission Meeting 7:00 p.m.

10.2. June 24 - City Council work meeting 5:00 p.m.; City Council meeting 7:30 p.m.

11. Events

11.1. June 15 - Hungry Herriman Food Truck Roundup; Crane Park 5:00 p.m.

12. Adjournment

13. Recommence to Work Meeting (If Needed)

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5323 and provide at least 48 hours advance notice of the meeting.

ELECTRONIC PARTICIPATION: Members of the City Council may participate electronically via telephone, Skype, or other electronic means during this meeting.

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council will be asked to complete a written comment form and present it to Jackie Nostrom, City Recorder. In general, the chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.org. Posted and dated this 4th day of June 2020. /s/ Jackie Nostrom, City Recorder

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Herriman City



DATE: June 3, 2020
TO: Mayor Watts and City Council
FROM: Michael Maloy, AICP, Planning Director
MEETING: June 10, 2020, City Council Work Meeting
REQUEST: Discussion of revisions to Mountain View Corridor Office and Self Storage Master Development Agreement located approximately at 5101 W 11800 South

Summary

City staff has negotiated with Bruce Baird, a private attorney acting on behalf of Sunrise 3, LLC, and DAI Utah, a series of minor amendments and clarifications to a draft master development agreement (MDA) for property located south of 11800 South and east of Mountain View Corridor (see Attachment A – Draft Master Development Agreement with Redlines, and Attachment B – Draft Master Development Agreement Clean Copy).

Discussion

The property, which contains approximately 26.83 acres, is the subject of the following legislative amendments that the Herriman City Planning Commission recommended on May 7, 2020, following a public hearing:

- File number G2018-004 to amend the Herriman City General Plan Future Land Use Map for 10.07± acres of property located approximately at 5101 W 11800 South from “Parks and Recreation” to “Commercial,” and 11.14± acres of property located approximately at 12000 S Black Powder Drive from “Open Space” to “Light Industrial/Business Park.”
- File number Z2018-022 to amend the Herriman City Zoning Map for:
 1. 10.07± acres of property located approximately at 5101 W 11800 South from “A-1 Agricultural Zone” to “C-2 Commercial Zone,” with a zoning condition that limits land uses to “Professional Office,” and
 2. 11.14± acres of property located approximately at 12000 S Black Powder Drive from “A-1 Agricultural Zone” to “M-1 Manufacturing Zone” with a zoning condition that limits land uses to “Self Service Warehouse” and “Recreational Vehicle Storage Yard” with a maximum building height of 45 feet.

During the City Council work meeting, the staff will discuss changes made in the attached draft and solicit further direction from the Council.

Recommendation

Whereas this agenda item has been scheduled for discussion only, the City Council is not required to make a motion or decision at this time.

Attachment

- A. Draft Master Development Agreement with Redlines
- B. Draft Master Development Agreement Clean Copy

Attachment A
Draft Master Plan Agreement with Redlines

DRAFT

06/03/20

**MASTER DEVELOPMENT AGREEMENT
FOR
Mountain View Office and Self Storage Area**

MM and CAA redlines accepted then redlined by BRB after 06/02/30 conference call

June __, 2020

DRAFT

TABLE OF CONTENTS

[not done yet]

Commented [A1]: Is it time to produce the Table of Contents?

Commented [A2R1]: After this version is approved by DAI and City staff it would be.

DRAFT

WHEN RECORDED, RETURN TO:

BRUCE R. BAIRD
Bruce R. Baird, PLLC
2150 S 1300 East Street, Suite 500
Salt Lake City, UT 84106

**MASTER DEVELOPMENT AGREEMENT
FOR
Mountain View Office and Self Storage Area**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of June 2020, by and between Herriman City, a Utah municipality, and Sunrise 3 LLC, a Utah limited liability company.

RECITALS

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

B. Master Developer owns and is developing the Property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the General Plan and Zoning Ordinance.

D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

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

Commented [A3]: Is this amended name acceptable to everyone? I think it appropriately emphasizes what the City Council is most interested in.

Commented [A4R3]: Yes. It is fine

Commented [A5]: I have not "double checked" this, but I do know that the term "Owner" is not defined. There may be other capitalized terms that are missing, too. Someone should probably check this.

Commented [A6R5]: I have included a Owner as a defined term in the definitions section.

Commented [A7R5]: I have killed "Owner" as it is not necessary in this version since Sunrise 3 is both the "Owner" and the "Master Developer".

Commented [A8]: We have already defined Master Developer to be Sunrise. No need to define Sunrise as Sunrise (so I killed that definition. I almost always use the "Master Developer" style and I think it makes more sense and should be in the City's template. This is not a deal killer to me but just a preference for style as I have done it this way for scores of MDAs.

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F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of UTAH CODE ANN. §10-9a-101 (2019) *et seq.*

G. On June 17, 2020, the City approved an amendment to the General Plan for (1) 10.07± acres of property located approximately at 5101 W 11800 South from “Parks and Recreation” to “Commercial,” and (2) 11.14± acres of property located approximately at 12000 S Black Powder Drive from “Open Space” to “Light Industrial/Business Park.”

H. On June 17, 2020, the City approved an amendment to the Zoning Map for (1) 10.07± acres of property located approximately at 5101 W 11800 South from “A-1 Agricultural Zone” to “C-2 Commercial Zone” with zoning conditions; and (2) 11.14± acres of property located approximately at 12000 S Black Powder Drive from “A-1 Agricultural Zone” to “M-1 Manufacturing Zone” with zoning conditions.

I. The City finds that this MDA and proposed land use plan, as shown in Exhibit “E” on the North Office Area map and Exhibit “F” on the South Self Storage Area map, conforms with the General Plan and Zoning Map with zoning conditions as amended by the City.

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

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TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

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

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

1.2.1. **Act** means the Land Use, Development, and Management Act, UTAH CODE ANN. § 10-9a-101 (2020), *et seq.*

1.2.2. **Addendum No. 1** means the attachment hereto that contain the terms of this MDA that are unique to the Project.

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

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

1.2.5. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

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

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

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

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

1.2.11. **Default** means a material breach of this MDA as specified herein.

1.2.12. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

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

1.2.14. **Development Application** means a complete application to the City for development of a portion of the Project, including a Subdivision or any other permit, certificate, or other authorization from the City required for development of the Project.

1.2.15. **Development Report** means a report containing the information specified in Sections 3.5 or 3.6 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.16. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with UTAH CODE ANN. § 10-9a-603 (2020), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.17. **General Plan** means the General Plan for the entire Project to be developed on the Property, as shown on Exhibit “B.”

1.2.18. **Master Developer** means Sunrise 3 LLC and its assignees or transferees as permitted by this MDA.

1.2.19. **MDA** means this Master Development Agreement, including all of its Exhibits and Addendum No. 1.

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

Commented [A9]: The term "notice" is defined or described in four different sections. To reduce confusion, additional terms have been added to paragraph 10.1, 11.1, and 14.3.

1.2.21. **Open Space** shall have the meaning specified in Section 10-20-6.J of the City's Vested Laws.

1.2.22. **Outsource[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.23. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 6.9.

Deleted: <#>Owner means Sunrise 3 LLC, and its assignees or transferees as permitted by this MDA. ¶

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1.2.24. **Party/Parties** means, in the singular, either Master Developer or the City; in the plural, both of Master Developer and the City.

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

1.2.26. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.27. **Property** means the real property owned and to be developed by Master Developer more fully described in Exhibit "A."

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1.2.28. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.29. **Subdeveloper** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to [Master Developer](#), which purchases a Parcel for development.

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

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

1.2.32. **Zoning Map** means the map of the zoning for the Property, as shown on Exhibit “C.”

Deleted: <#>Sunrise 3 LLC means Sunrise 3 LLC and its assignees or transferees as permitted by this MDA.¶

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

2. **Development of the Project.**

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

3. **Zoning and Vested Rights.**

3.1. **Zoning.** The City has rezoned the Property with zoning conditions as shown on the Zoning Map in Exhibit “C.”

3.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants [Master Developer](#) all rights to develop the Project in fulfillment of this MDA, the City’s Vested Laws and the Zoning Map except as specifically provided

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herein. The Parties specifically intend that this MDA grant to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to UTAH CODE ANN. § 10-9a-509 (2020).

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

3.3.1. Master Developer Agreement. City’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;

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3.3.2. State and Federal Compliance. City’s Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.3.3. Codes. Herriman City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works (Sixth Edition, 2011) and any new editions or replacement thereof and any City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

3.3.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

3.3.6. Impact Fees. Impact Fees or modifications thereto, which are lawfully adopted and imposed by the City. Master Developer and Subdeveloper agree that the impact fees imposed on the Master Developer by the City meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to UTAH CODE ANN. § 11-36a-101 (2019) *et seq.*

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3.3.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

3.3.8. Processing of Development Applications. Changes in the City's Future Laws that relate to the processing of Development Applications, which are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

3.3.9. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to UTAH CODE ANN. § 10-9a-509(1)(a)(i) (2020).

4. **Term of Agreement.** The term of this MDA shall be until December 31, 2024. This MDA shall also terminate automatically at Buildout. Sections 4.2 and 4.6 of Addendum No. 1 shall survive any termination and the obligations therein shall continue as specified therein. Sections 5.5, 5.6, 5.7, 5.8, 10, 11, 16, 21, 22 and 23 shall also survive but only as necessary to enforce the provisions of Sections 4.2 and 4.6.

Commented [A10]: Is this term long enough? What happens if nothing is constructed and the MDA expires? Storage units could be constructed without the office park, which the City Council has expressly opposed.

5. **Processing of Development Applications.**

Commented [A11]: Some people forget to make these type of provisions survive as well. For example, I assume that the City wants the "Tooole" clause of 10.9 to survive so that there are no damages.

5.1. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may

Deleted: Sunrise 3 LLC

be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, certification or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments, or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. The Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of

such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of the Applicant.

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

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

5.6. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, the Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7. Mediation of Development Application Denials.

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

- (i) the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

(iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards, and

(iv) the issuance of building permits.

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Applicant shall pay the fees of the chosen mediator. The chosen mediator shall, within fifteen (15) business days, review the positions of the parties regarding the mediation issue, and promptly attempt to mediate the issue between the parties. If the parties are unable to reach an agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.8. Arbitration of Development Application Objections.

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

5.8.2. Mediation Required Before Arbitration. Prior to any arbitration, the parties shall

first attempt mediation as specified in Section 5.7.

5.8.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. The Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall, within fifteen (15) business days, review the positions of the parties regarding the arbitration issue, and render a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.9. **Parcel Sales**. The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel.

Master Developer may obtain approval of a Subdivision as is provided in UTAH CODE ANN.

§ 10-9a-103(57)(c)(v) (2020) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The

Deleted: Sunrise 3 LLC

responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, the construction of improvements shall not be allowed until Master Developer or Subdeveloper complies with the City's Vested Laws.

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6. **Addendum No. 1.** Addendum No. 1 contains the provisions of this MDA that are unique to the development of the Project.

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7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this agreement.

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8. **Public Infrastructure.**

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

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

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

9.1. **Upsizing.** The City shall not require Master Developer to “upsize” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for the upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

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10. Default.

10.1. **Notice of Default.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper, then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

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

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

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

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

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

10.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to arbitration then the Parties may have the following remedies, except as specifically limited in 10.9:

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

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

10.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

10.5. **Public Meeting.** Before the City may impose any remedy in Section 10.4, the Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 10.4 without the requirements of Sections 10.5. The City shall give Notice to Master Developer

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and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered, and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

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

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

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10.9. **Limitation on Recovery for Default – No Damages.** Notwithstanding anything within this MDA, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto except that the City may seek payment of any unpaid outsourcing fees pursuant to Section 5.1 and any independent technical analysis pursuant to Section 5.3. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

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

To Master Developer:

To Herriman City:

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Sunrise 3, LLC
Attn.: Mr. Nate Shipp
14034 S 145 East Street, Suite 204
Draper, UT 84020
nate@daiutah.com

Herriman City
Attn: City Manager
5355 W Herriman Main Street
Herriman, UT 84096
bwood@herriman.org

With a Copy to:

With a Copy to:

Bruce R. Baird

Herriman City

Attn: Bruce R. Baird, PLLC
2150 S 1300 East Street, Suite 500
Salt Lake City, UT 84106
bbaird@difficultdirt.com

Attn: City Attorney
5355 W Herriman Main Street
Herriman, UT 84096
candrizzi@herriman.org

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

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

11.1.2. Electronic Delivery. Its actual receipt, if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day, and the sending Party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then Notice shall be deemed effective on the date that the mailing or personal delivery occurs.

11.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this MDA by giving written Notice to the other Party in accordance with the provisions of this Section.

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

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

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responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

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14.1. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, end-users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

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14.2. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

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14.3. **Notice of Assignment.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section.

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Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.4. **Time for Objection.** Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment.

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

14.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied with the assignee's financial ability to perform the obligations of Master Developer, proposed to be assigned, or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.6 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8, then the Parties shall follow such processes.

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

15. **Binding Effect.** If Master Developer sells or conveys a Parcel of land to a Subdeveloper

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or related party, the Parcel so sold and conveyed shall bear the same rights, privileges, and configurations applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master Developer, and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

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

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

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

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

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the

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Master Developer. The initial representative for the City shall be the Community Development Director. The initial representative for Master Developer shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

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21. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

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

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

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

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

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No.

CITY
Herriman City

By: _____

Its: City Manager

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the ____ day of June 2020 personally appeared before me _____, who being by me duly sworn, did say that he is the City Manager of Herriman City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

ADDENDUM NO. 1

TERMS

1. Definitions.

1.1 **Incorporation.** The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.

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

1.2.1. Additional Dedicated Land means that parcel of land located at approximately _____ in Herriman, Utah, and described in Exhibit "A" as "Additional Dedicated Land" and shown in Exhibit "B."

1.2.2. North Office Area means that Parcel of land located at approximately 5101 W 11800 South in Herriman, Utah, and described in Exhibit "A" as "North Office Area" and shown in Exhibit "B."

1.2.3. Middle Park Area means that parcel of land located at approximately 12000 S Black Powder Drive in Herriman, Utah, which is described in Exhibit "A" as "Middle Park Area" and shown in Exhibit "B."

1.2.4. South Self Storage Area means that Parcel of land located at approximately 11999 S Black Powder Drive in Herriman, Utah, which is described in Exhibit "A" as "South Self Storage Area" and shown in Exhibit "B."

2. Development of the North Office Area.

Commented [A16]: This is 90% of the narrow remanet strip just west of the frontage road that Blake was talking about yesterday. Sunrise is happy to dedicate the bulk of it to the City but needs to keep that tiny portion that is adjacent to the North Office Area.

Commented [A17]: I killed the capital "P" here because this is not a "Parcel" as defined. I also killed it for the Park too.

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The North Office Area shall be developed in compliance with the C-2 Zone, as shown on the Zoning Map, and all standards specified in the City’s Vested Laws, including, but not limited to, subdivision regulations, design standards, and screening requirements. As a zoning condition, land uses shall be limited to “Professional Office.”

2.2 Alignment of Northwest Entrance. The proposed entrance from 11800 South to the North Office Area, as shown on Exhibit “E,” shall be aligned with Vadiana Drive in South Jordan, restricted to right-in-right-out movement only, and subject to compliance with all City standards.

2.3 Existing Vinyl Fence. The existing vinyl fence, as shown on Exhibit “E” shall be allowed to remain and shall hereafter be maintained by Master Developer.

2.4 Existing Road. The existing City Right of Way, as shown on Exhibit “E,” will continue to be owned by the City. The City shall allow Master Developer to install an appropriate irrigation system and grass. Master Developer shall thereafter maintain the grass. The City may install a trail on the existing City Right of Way, which shall, thereafter, be maintained by the City. Any future use of the existing City Right of Way will be determined as a part of the site plan or subdivision for the North Office Area.

3. Dedication of the Middle Park. Upon the execution of this MDA, Master Developer shall donate to the City by a Utah standard form Special Warranty Deed the Middle Park as-is, where-is with no representations or warranties except that the title shall be free from all financial encumbrances and Master Developer shall be responsible for any property or greenbelt or rollback taxes prorated to the time of transfer.

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Commented [A18]: Proposal to relocate existing road and construct new landscape buffer and trail warrants further discussion with the City. City is concerned with potential costs to the City, timing of relocation, accessibility of utilities, and maintenance responsibility of new road.

Commented [A19R18]: I think that the new last sentence deals with this.

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Commented [A20]: Is this language acceptable to the City?

Commented [A21R20]: Chase was okay with this standard language.

4. Development of South Self Storage Area.

4.1 The South Self Storage Area shall be developed in compliance with the M-1 Zone, as shown on the Zoning Map, and all standards specified in the City’s Vested Laws, including, but not limited to, subdivision regulations, design standards, and screening requirements. As a zoning condition, land uses shall be limited to “Self Service Warehouse” and “Recreational Vehicle Storage Yard” with a maximum building height of 45 feet.

4.2 **Timing.** The City shall not issue a permit for any land use or structure in the South Self Storage Area until (1) the Utah Department of Transportation (UDOT) has issued an access permit from Mountain View Corridor (MVC) to the South Self Storage Area, (2) vehicular access from MVC has been constructed, and paid for by Master Developer in compliance with UDOT and City standards, (3) subdivision plats have been recorded for the North Office Area and the South Self Storage Area, (4) all required fees have been paid to the City as per Vested Laws, and (5) a building permit for a professional office building in the North Office Area containing at least 10,000 square feet of occupiable floor area has been issued for construction. At that time, Master Developer may develop and build the entire South Self Storage Area.

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4.3 **Perimeter Wall.** The South Self Storage Area shall have walls along the perimeter of the site as specified in Exhibit “F.”

4.4 **Emergency Access.** Access from the South Self Storage Area to Black Powder Road, as shown on Exhibit “F,” shall be for emergency purposes only by a “crash

gate” specified by the Unified Fire District, which shall be maintained by Master Developer.

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4.5 Access from Mountain View. Access from Mountain View Corridor to the South Self Storage Area, as shown on Exhibit “F,” shall be a public street and shall be designed to allow for safe stacking of entering vehicles. The City shall apply to UDOT for the access and shall use reasonable efforts to obtain such access.

4.6 Maintenance. Master Developer shall be responsible for the maintenance and snowplowing of the entrance, public street, and stacking area from the Mountain View Corridor to the South Self Storage Area. If Master Developer fails to properly maintain or snowplow the entrance, public street, and stacking area, the City may consider that failure to be a Default and exercise the Default provision of Section 10 of the MDA. Any dispute regarding such maintenance or snowplowing shall be subject to the dispute resolution and default provisions of the MDA. This maintenance obligation shall survive the termination of this MDA and shall be perpetual as long as the entrance, public street, and stacking area exists for vehicle access to the South Self Storage Area.

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5. Dedication of the Additional Dedicated Land. Upon the execution of this MDA, Master Developer shall donate to the City by a Utah standard form Special Warranty Deed the Additional Donated Land as-is, where-is with no representations or warranties except that the title shall be free from all financial encumbrances and Master Developer shall be responsible for any property or greenbelt or rollback taxes prorated to the time of transfer.

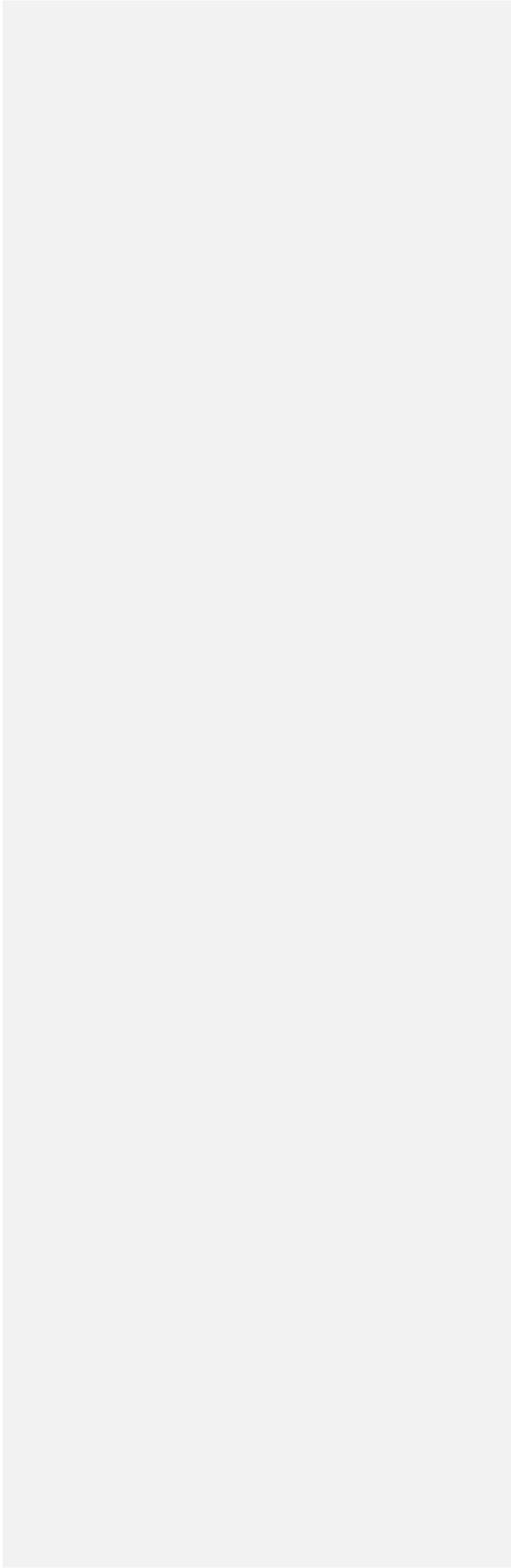
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TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	General Plan Map
Exhibit "C"	Zoning Map
Exhibit "D"	City's Vested Laws
Exhibit "E"	North Office Area
Exhibit "F"	South Self Storage Area

DRAFT



**Exhibit A
Legal Description**

NORTH OFFICE AREA:

A TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID TRACT OF LAND CONSISTING OF PARCEL 131:2S:

BEGINNING AT THE NORTHEAST CORNER AND A POINT IN THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF 11800 SOUTH STREET, SAID CORNER IS 1,338.90 FEET SOUTH 89°39'15" EAST ALONG THE SECTION LINE AND 36.70 FEET (33.00 FEET BY RECORD) SOUTH 00°20'45" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 25; AND RUNNING THENCE SOUTH 00°20'47" WEST (SOUTH 00°20'45" WEST BY RECORD) 976.64 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 37°28'06" WEST 484.81 FEET; THENCE NORTH 89°50'58" WEST 297.67 FEET; THENCE NORTH 36°56'58" WEST 360.81 FEET TO A POINT IN THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF SAID 11800 SOUTH STREET; THENCE ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 53°10'25" EAST 46.61 FEET; THENCE (2) NORTH 49°50'40" EAST 161.13 FEET TO THE BEGINNING OF A 1045.89-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE (3) EASTERLY 527.32 FEET ALONG THE ARC OF SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS NORTH 70°53'13" EAST FOR A DISTANCE OF 521.75 FEET); THENCE (4) EASTERLY 54.84 FEET ALONG THE ARC OF A COMPOUND 966.54-FOOT RADIUS NON-TANGENT CURVE (NOTE: CHORD TO SAID CURVE BEARS NORTH 88°36'11" EAST FOR A DISTANCE OF 54.83 FEET); THENCE (5) SOUTH 89°17'47" EAST 107.12 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

CONTAINS: 10.07 ACRES+/-

MIDDLE PARK AREA DESCRIPTION:

A PARCEL OF LAND, BEING A PART OF AN ENTIRE PARCEL IDENTIFIED BY SALT LAKE COUNTY AS TAX ID. NUMBER 26-25-200-042, SITUATE IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE PARCEL, BEING 1,324.03 FEET SOUTH 00° 23'53" WEST ALONG THE SECTION LINE AND 1,239.70 FEET NORTH 89° 36'07" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 25; AND RUNNING THENCE SOUTH 37° 06'25" EAST 932.00 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE PARCEL; THENCE SOUTH 52° 53'35" WEST 257.24 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID EXISTING EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE THE FOLLOWING THREE (3) COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6,512.00 FEET (RADIUS BEARS: S56°48'42"W) A DISTANCE OF 123.40 FEET THROUGH A CENTRAL ANGLE OF 01°05'09" (CHORD: N33°43'53"W 123.40 FEET); THENCE (2) NORTH 33°26'30" WEST 583.69 FEET; THENCE (3) NORTH 36°49'35" WEST 110.80 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE PARCEL; THENCE ALONG SAID WESTERLY BOUNDARY LINE NORTH 00°20'47" EAST 220.71 FEET TO THE NORTHWEST CORNER OF SAID ENTIRE PARCEL; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE PARCEL SOUTH 89°38'37" EAST 98.14 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4.88 ACRES+/-

SOUTH STORAGE AREA DESCRIPTION:

A PARCEL OF LAND, BEING A PART OF AN ENTIRE PARCEL IDENTIFIED BY SALT LAKE COUNTY AS TAX ID. NUMBER 26-25-200-042, AND ALL OF PARCEL IDENTIFIED BY SALT LAKE COUNTY AS TAX ID. NUMBER 26-25-400-068, SITUATE IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A EAST CORNER OF SAID ENTIRE TRACT OF LAND, WHICH IS 213.04 FEET SOUTH 00°23'50" WEST ALONG THE SECTION LINE AND 61.41 FEET NORTH 89°36'10" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 25, SAID POINT IS 607.49 FEET RADially DISTANT SOUTHEASTERLY FROM THE MOUNTAIN VIEW CORRIDOR RIGHT OF WAY CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 1154+84.16; AND RUNNING THENCE SOUTH 00°15'37" WEST (SOUTH BY RECORD) 1053.66 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT ON THE EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID EXISTING EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 21°20'31" WEST 247.60 FEET TO THE BEGINNING OF A CURVE; THENCE (2) NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6,512.00 FEET (RADIUS BEARS: S71°13'13"W) A DISTANCE OF 1,637.59 FEET THROUGH A CENTRAL ANGLE OF 14°24'30" CHORD: N25°59'02"W 1,633.28 FEET; THENCE N52°53'35"E 257.24 FEET; THENCE S37°06'25"E 735.17 FEET; THENCE S37°04'59"E 268.31 FEET TO THE POINT OF BEGINNING.

ADDITIONAL DEDICATED LAND DESCRIPTION

[NEEDS TO BE ADDED. IS CURRENTLY BEING WRITTEN]

CONTAINS: 11.14 ACRES+/-

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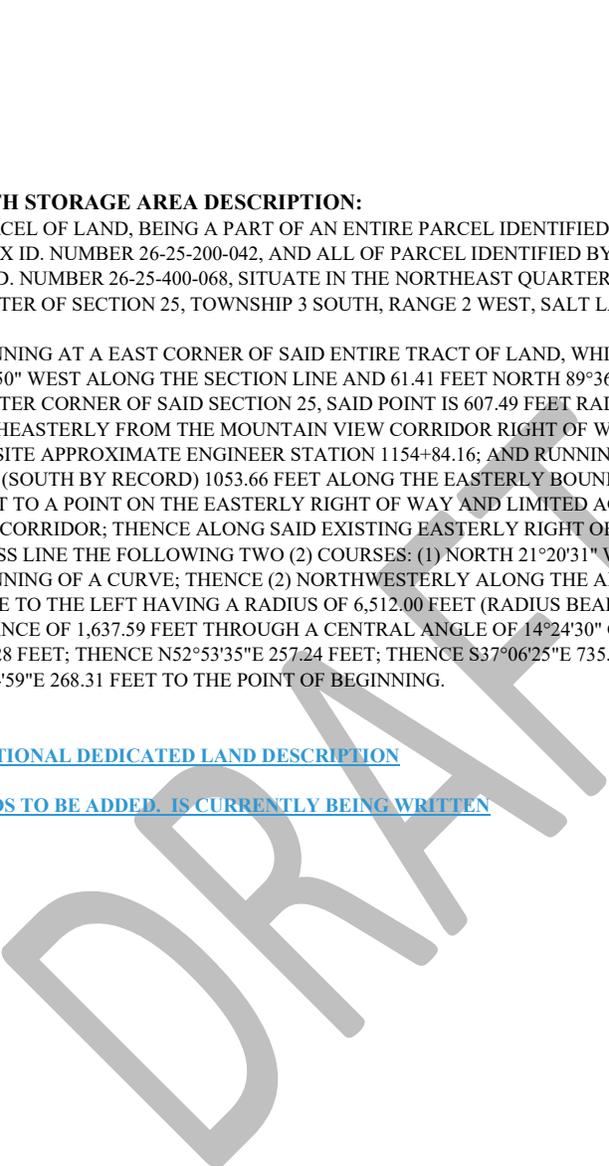
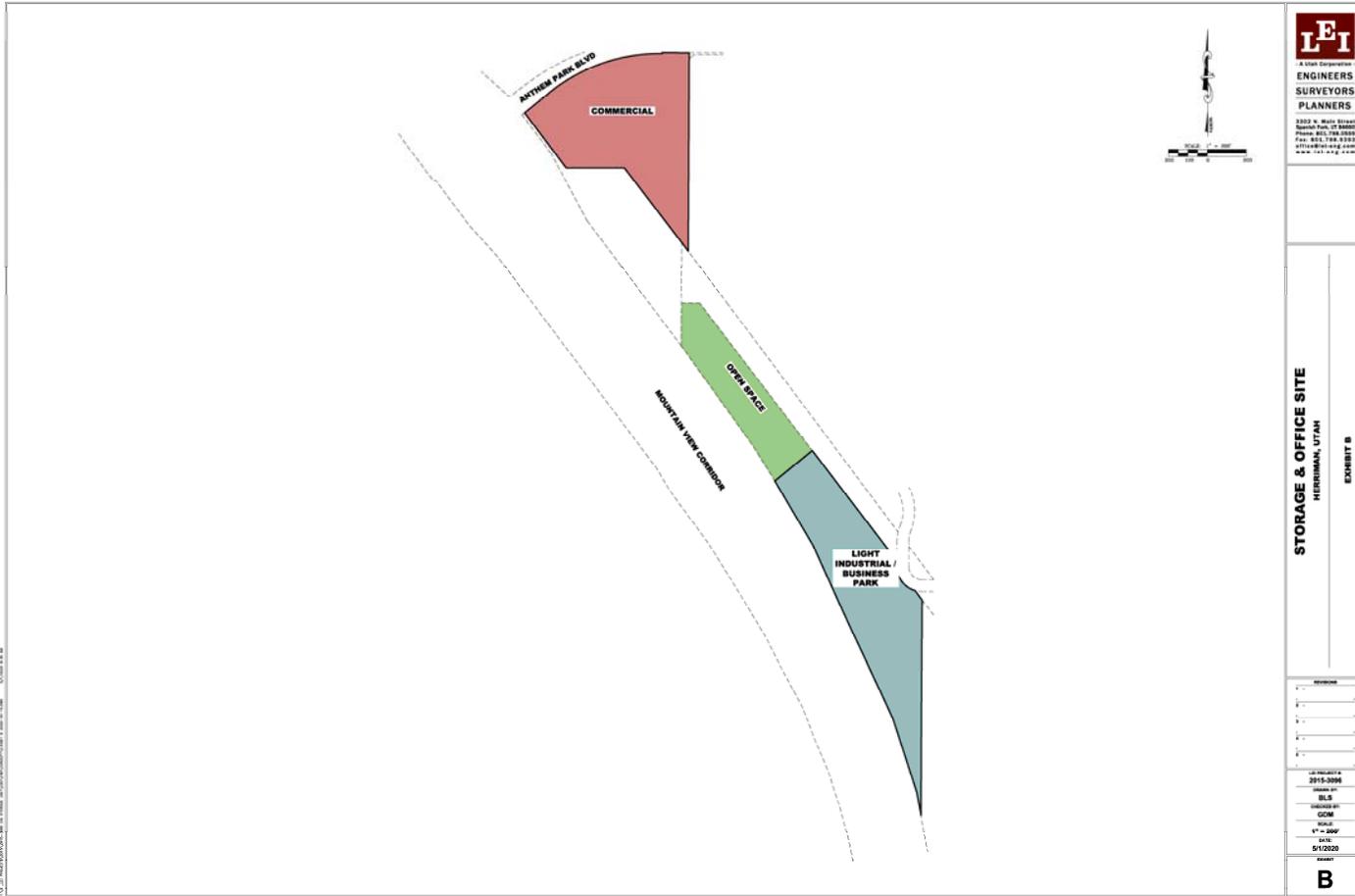


Exhibit B
General Plan Map (Needs to be fixed for “Additional Dedicated Land”)



LEI
 A Utah Corporation
ENGINEERS
SURVEYORS
PLANNERS
 2325 N. Main Street
 Provo, UT 84601
 Phone: 801.768.8888
 Fax: 801.768.2392
 www.lei-ut.com

STORAGE & OFFICE SITE
 HERRIMAN, UTAH
 EXHIBIT B

REVISIONS

PROJECT NO.
2015-006

DATE OF PLAN
05/15/2015

SCALE
AS SHOWN

DATE
01/20/2015

B

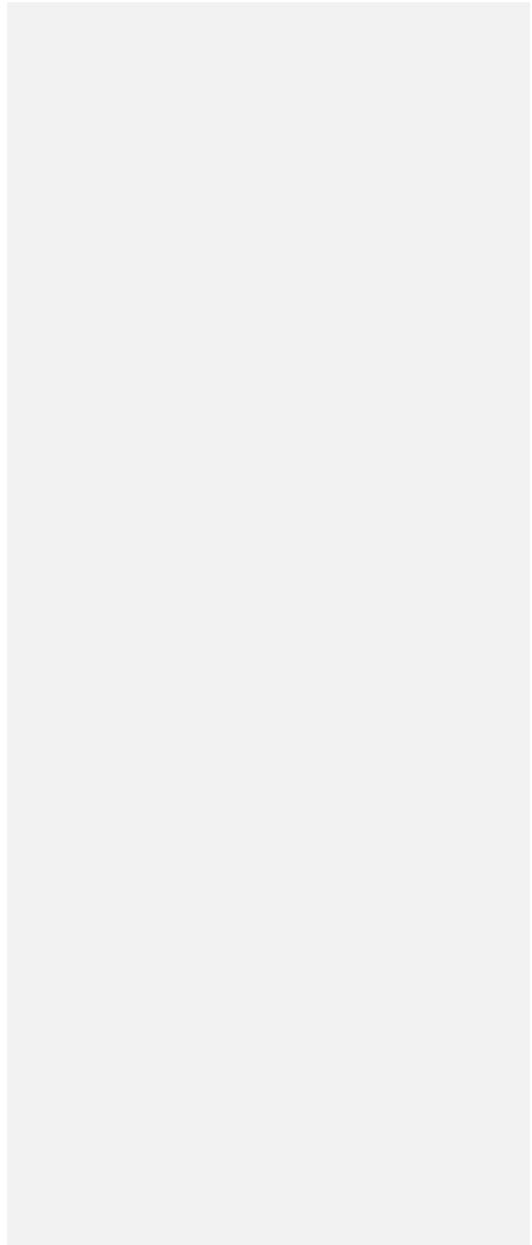


Exhibit C Zoning Map

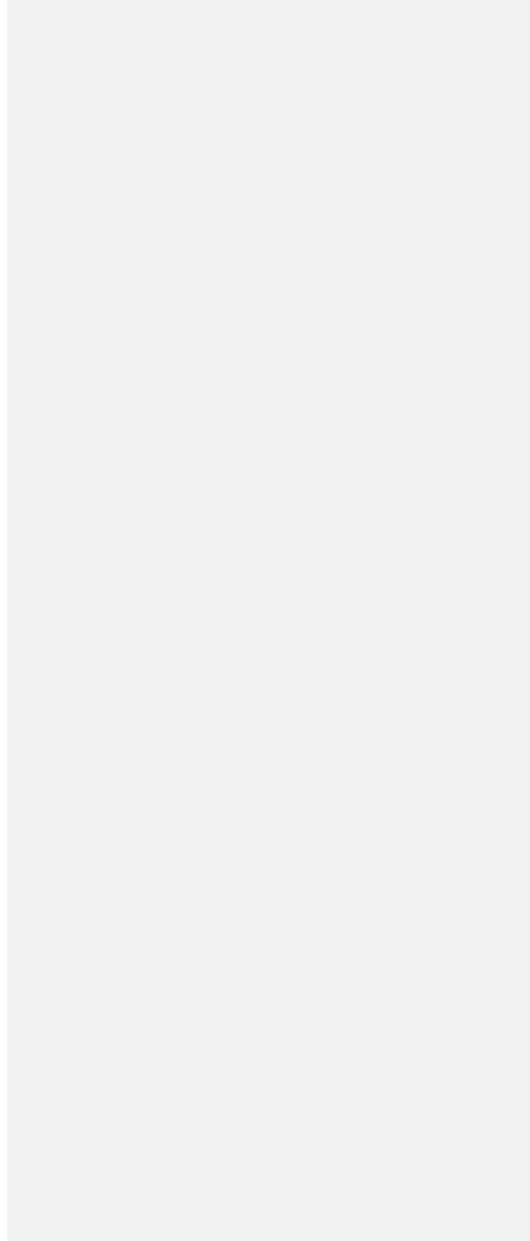
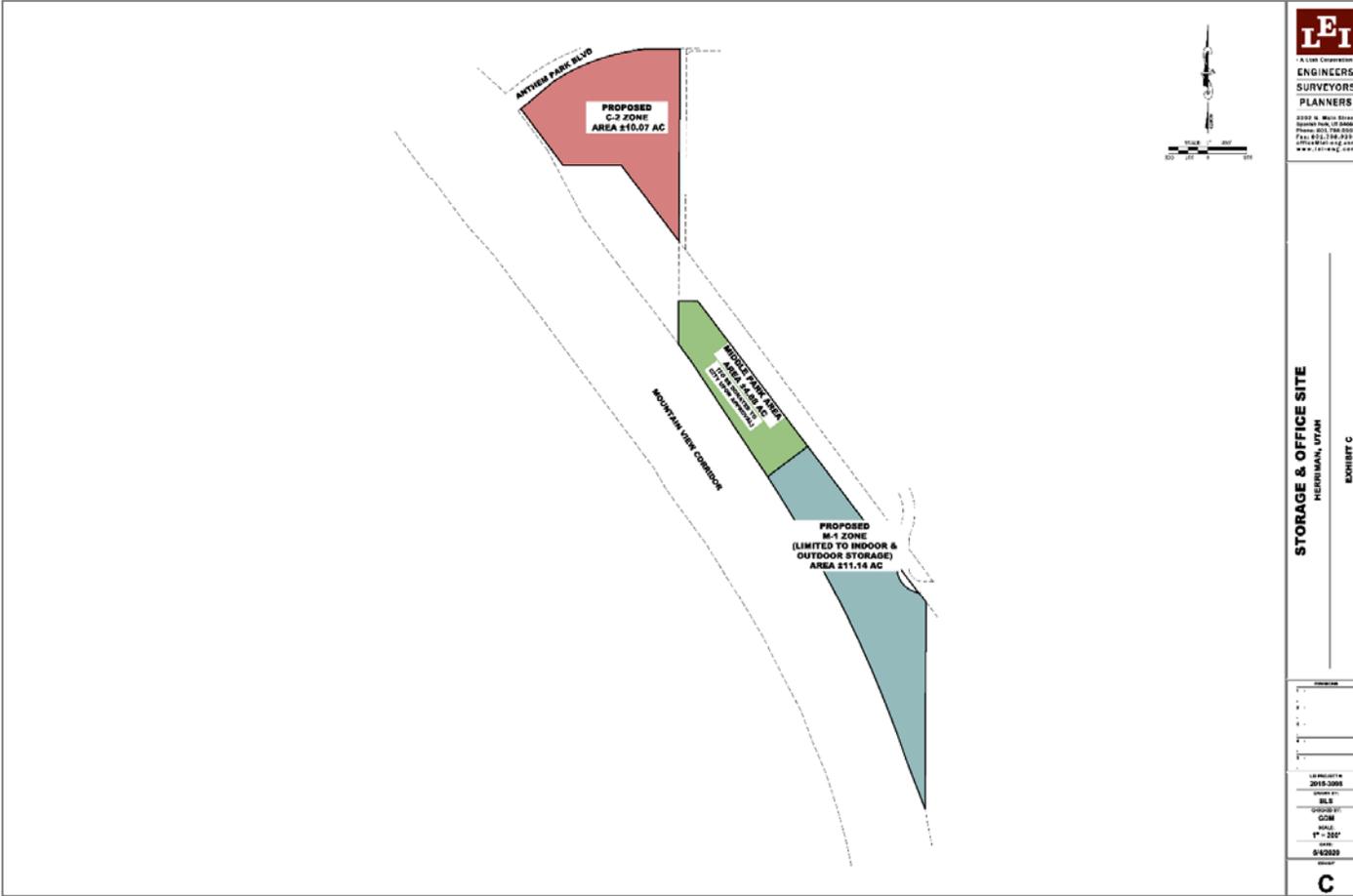


Exhibit D
City's Vested Laws

A digital copy of Herriman City's vested laws has been provided to the Developer.

Developer commits to comply with these vested laws.

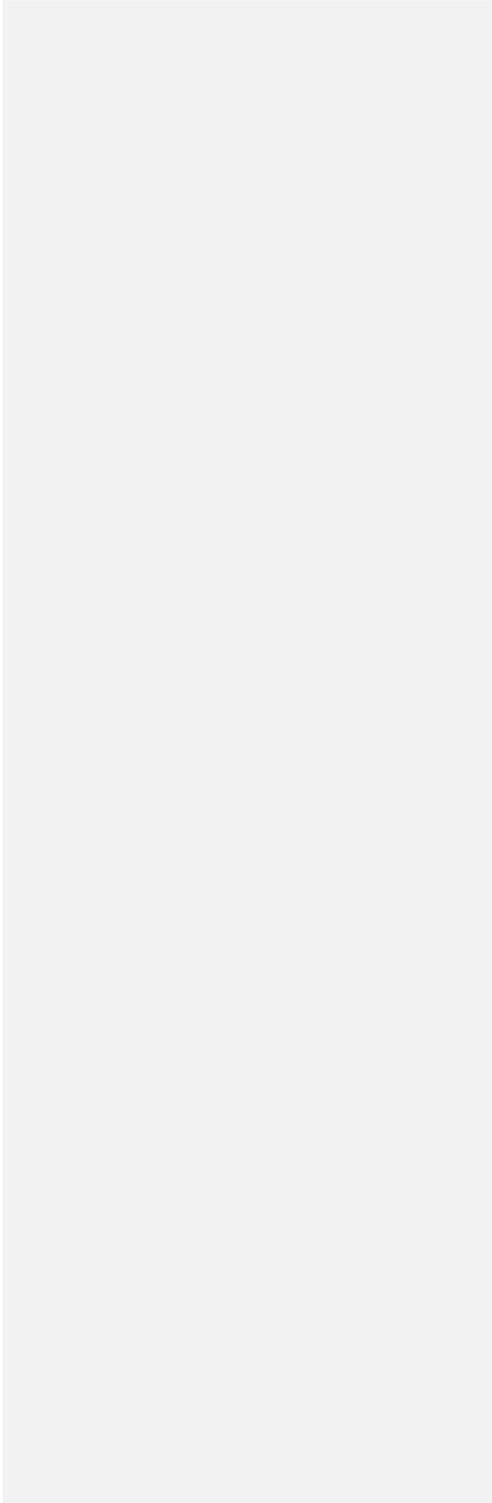


Exhibit E
North Office Area (Needs to be fixed for “Additional Dedicated Land”)

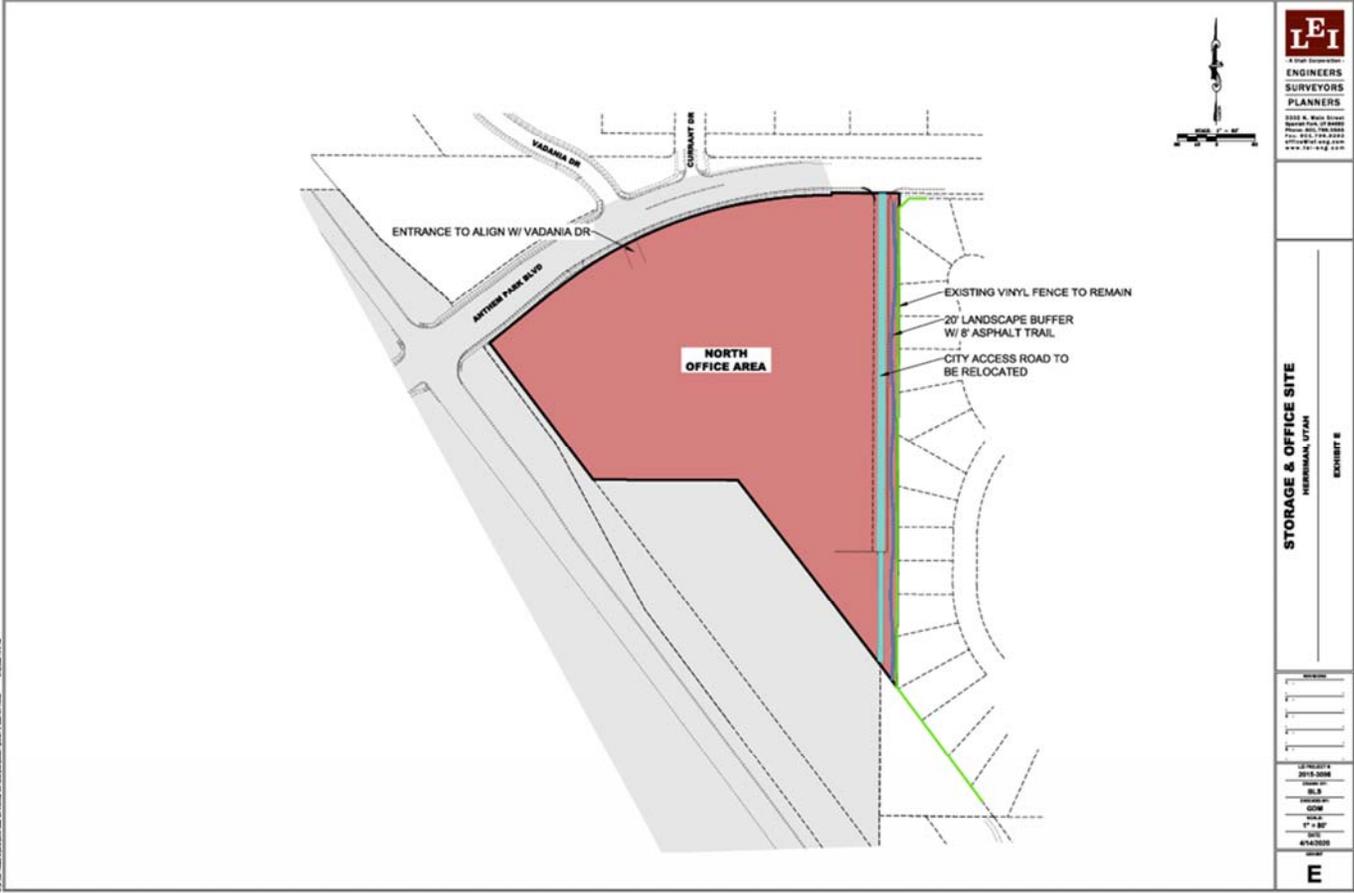
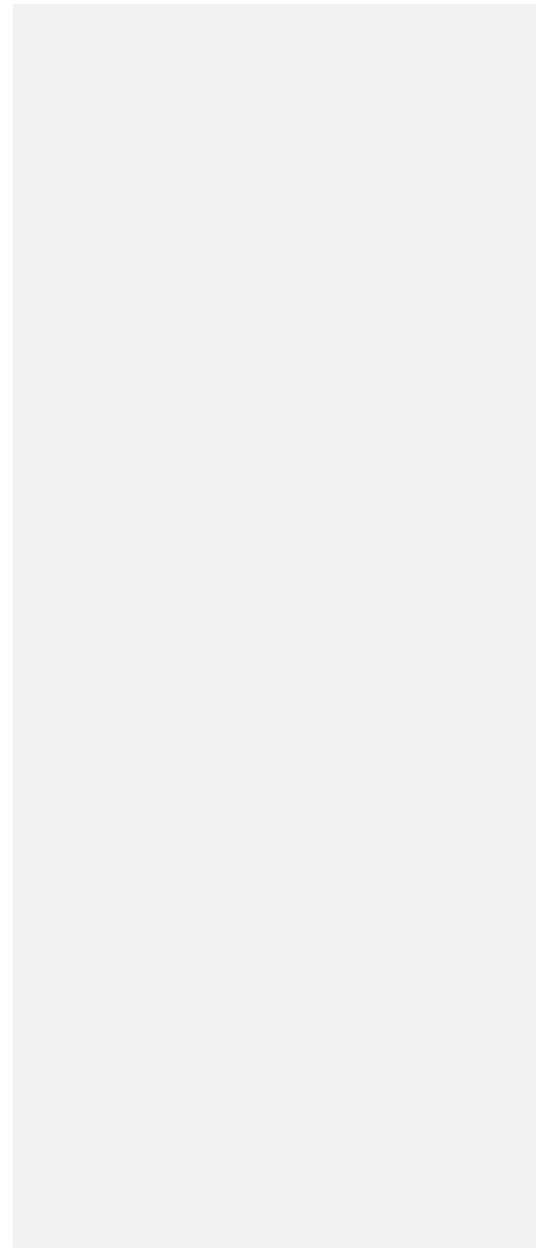
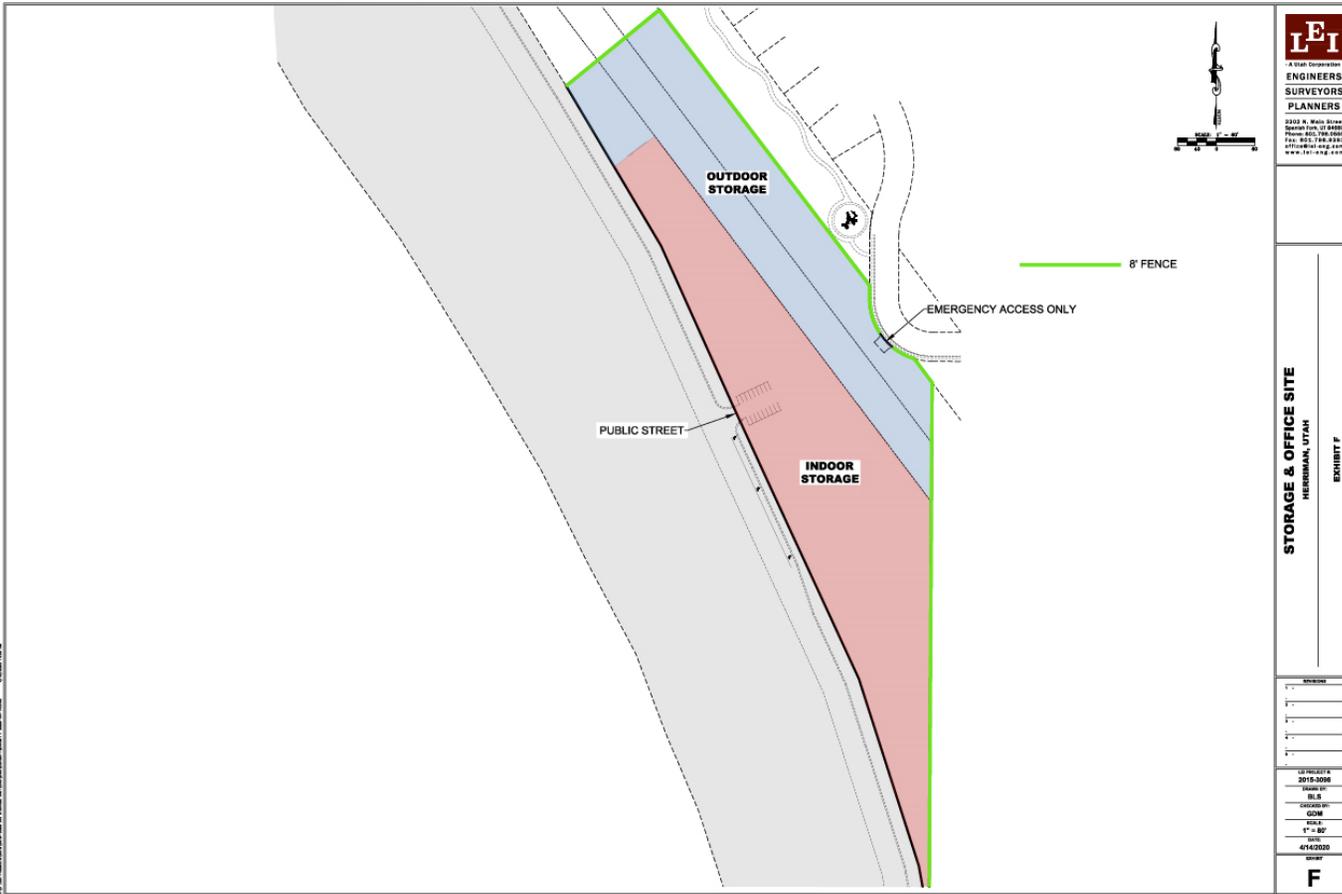


Exhibit F South Self Storage Area



Attachment B
Draft Master Plan Agreement Clean Copy

DRAFT

06/03/20

**MASTER DEVELOPMENT AGREEMENT
FOR
Mountain View Office and Self Storage Area**

Clean after all 06/03/20 redlines accepted

June ____, 2020

DRAFT

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[not done yet]

DRAFT

WHEN RECORDED, RETURN TO:

BRUCE R. BAIRD
Bruce R. Baird, PLLC
2150 S 1300 East Street, Suite 500
Salt Lake City, UT 84106

**MASTER DEVELOPMENT AGREEMENT
FOR
Mountain View Office and Self Storage Area**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of June 2020, by and between Herriman City, a Utah municipality, and Sunrise 3 LLC, a Utah limited liability company.

RECITALS

- A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2 below.
- B. Master Developer owns and is developing the Property.
- C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the General Plan and Zoning Ordinance.
- D. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.
- E. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

F. The Parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of UTAH CODE ANN. §10-9a-101 (2019) *et seq.*

G. On June 17, 2020, the City approved an amendment to the General Plan for (1) 10.07± acres of property located approximately at 5101 W 11800 South from “Parks and Recreation” to “Commercial,” and (2) 11.14± acres of property located approximately at 12000 S Black Powder Drive from “Open Space” to “Light Industrial/Business Park.”

H. On June 17, 2020, the City approved an amendment to the Zoning Map for (1) 10.07± acres of property located approximately at 5101 W 11800 South from “A-1 Agricultural Zone” to “C-2 Commercial Zone” with zoning conditions; and (2) 11.14± acres of property located approximately at 12000 S Black Powder Drive from “A-1 Agricultural Zone” to “M-1 Manufacturing Zone” with zoning conditions.

I. The City finds that this MDA and proposed land use plan, as shown in Exhibit “E” on the North Office Area map and Exhibit “F” on the South Self Storage Area map, conforms with the General Plan and Zoning Map with zoning conditions as amended by the City.

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

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

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

1.2.1. **Act** means the Land Use, Development, and Management Act, UTAH CODE ANN. § 10-9a-101 (2020), *et seq.*

1.2.2. **Addendum No. 1** means the attachment hereto that contain the terms of this MDA that are unique to the Project.

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

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

1.2.5. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

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

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

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

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

1.2.11. **Default** means a material breach of this MDA as specified herein.

1.2.12. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

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

1.2.14. **Development Application** means a complete application to the City for development of a portion of the Project, including a Subdivision or any other permit, certificate, or other authorization from the City required for development of the Project.

1.2.15. **Development Report** means a report containing the information specified in Sections 3.5 or 3.6 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.16. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with UTAH CODE ANN. § 10-9a-603 (2020), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.17. **General Plan** means the General Plan for the entire Project to be developed on the Property, as shown on Exhibit “B.”

1.2.18. **Master Developer** means Sunrise 3 LLC and its assignees or transferees as permitted by this MDA.

1.2.19. **MDA** means this Master Development Agreement, including all of its Exhibits and Addendum No. 1.

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

1.2.21. **Open Space** shall have the meaning specified in Section 10-20-6.J of the City's Vested Laws.

1.2.22. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.23. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 6.9.

1.2.24. **Party/Parties** means, in the singular, either Master Developer or the City; in the plural, both of Master Developer and the City.

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

1.2.26. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.27. **Property** means the real property owned and to be developed by Master Developer more fully described in Exhibit "A."

1.2.28. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.29. **Subdeveloper** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Master Developer, which purchases a Parcel for development.

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

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

1.2.32. **Zoning Map** means the map of the zoning for the Property, as shown on Exhibit “C.”

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

2. Development of the Project.

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

3. Zoning and Vested Rights.

3.1. **Zoning.** The City has rezoned the Property with zoning conditions as shown on the Zoning Map in Exhibit “C.”

3.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City’s Vested Laws and the Zoning Map except as specifically provided

herein. The Parties specifically intend that this MDA grant to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to UTAH CODE ANN. § 10-9a-509 (2020).

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

3.3.1. Master Developer Agreement. City’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.3.2. State and Federal Compliance. City’s Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3.3.3. Codes. Herriman City Development Standards, Engineering Requirements and Supplemental Specifications for Public Works (Sixth Edition, 2011) and any new editions or replacement thereof and any City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

3.3.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

3.3.6. Impact Fees. Impact Fees or modifications thereto, which are lawfully adopted and imposed by the City. Master Developer and Subdeveloper agree that the impact fees imposed on the Master Developer by the City meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to UTAH CODE ANN. § 11-36a-101 (2019) *et seq.*

3.3.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

3.3.8. Processing of Development Applications. Changes in the City's Future Laws that relate to the processing of Development Applications, which are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

3.3.9. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to UTAH CODE ANN. § 10-9a-509(1)(a)(i) (2020).

4. **Term of Agreement.** The term of this MDA shall be until December 31, 2024. This MDA shall also terminate automatically at Buildout. Sections 4.2 and 4.6 of Addendum No. 1 shall survive any termination and the obligations therein shall continue as specified therein. Sections 5.5, 5.6, 5.7, 5.8, 10, 11, 16, 21, 22 and 23 shall also survive but only as necessary to enforce the provisions of Sections 4.2 and 4.6.

5. **Processing of Development Applications.**

5.1. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may

be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, certification or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments, or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. The Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of

such review may be a factor in choosing the expert. The actual and reasonable costs being the responsibility of the Applicant.

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

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

5.6. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, the Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7. Mediation of Development Application Denials.

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

- (i) the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

- (iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards, and
- (iv) the issuance of building permits.

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Applicant shall pay the fees of the chosen mediator. The chosen mediator shall, within fifteen (15) business days, review the positions of the parties regarding the mediation issue, and promptly attempt to mediate the issue between the parties. If the parties are unable to reach an agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.8. Arbitration of Development Application Objections.

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

5.8.2. Mediation Required Before Arbitration. Prior to any arbitration, the parties shall

first attempt mediation as specified in Section 5.7.

5.8.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. The Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall, within fifteen (15) business days, review the positions of the parties regarding the arbitration issue, and render a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.9. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision as is provided in UTAH CODE ANN. § 10-9a-103(57)(c)(v) (2020) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The

responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, the construction of improvements shall not be allowed until Master Developer or Subdeveloper complies with the City's Vested Laws.

6. **Addendum No. 1.** Addendum No. 1 contains the provisions of this MDA that are unique to the development of the Project.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this agreement.

8. **Public Infrastructure.**

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

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

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

9.1. **Upsizing.** The City shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for the upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

10. Default.

10.1. **Notice of Default.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Subdeveloper, then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

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

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

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

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

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

10.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to arbitration then the Parties may have the following remedies, except as specifically limited in 10.9:

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

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

10.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

10.5. **Public Meeting.** Before the City may impose any remedy in Section 10.4, the Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 10.4 without the requirements of Sections 10.5. The City shall give Notice to Master Developer

and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered, and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

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

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

10.9. Limitation on Recovery for Default – No Damages. Notwithstanding anything within this MDA, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto except that the City may seek payment of any unpaid outsourcing fees pursuant to Section 5.1 and any independent technical analysis pursuant to Section 5.3. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

11. Notice Requirements. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer:

Sunrise 3, LLC
Attn.: Mr. Nate Shipp
14034 S 145 East Street, Suite 204
Draper, UT 84020
nate@daiutah.com

With a Copy to:

Bruce R. Baird

To Herriman City:

Herriman City
Attn: City Manager
5355 W Herriman Main Street
Herriman, UT 84096
bwood@herriman.org

With a Copy to:

Herriman City

Attn: Bruce R. Baird, PLLC
2150 S 1300 East Street, Suite 500
Salt Lake City, UT 84106
bbaird@difficultdirt.com

Attn: City Attorney
5355 W Herriman Main Street
Herriman, UT 84096
candrizzi@herriman.org

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

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

11.1.2. Electronic Delivery. Its actual receipt, if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day, and the sending Party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then Notice shall be deemed effective on the date that the mailing or personal delivery occurs.

11.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any Party may change its address for Notice under this MDA by giving written Notice to the other Party in accordance with the provisions of this Section.

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

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

responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein.

14.1. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, end-users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.2. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this subsection within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Notice of Assignment.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section.

Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.4. **Time for Objection.** Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment.

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

14.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied with the assignee's financial ability to perform the obligations of Master Developer, proposed to be assigned, or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 5.6 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8, then the Parties shall follow such processes.

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

15. **Binding Effect.** If Master Developer sells or conveys a Parcel of land to a Subdeveloper

or related party, the Parcel so sold and conveyed shall bear the same rights, privileges, and configurations applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master Developer, and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

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

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

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

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

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the

Master Developer. The initial representative for the City shall be the Community Development Director. The initial representative for Master Developer shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

21. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

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

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

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

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

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No.

2020-____ adopted by the City on June ____, 2020.

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

Approved as to form and legality:

Attest:

City Attorney

City Recorder

MASTER DEVELOPER
Sunrise 3 LLC

By:

Its:

SUNRISE 3 LLC ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On the ____ day of June 2020, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of Sunrise 3 L.L.C., a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

ADDENDUM NO. 1

TERMS

1. Definitions.

1.1 **Incorporation.** The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.

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

1.2.1. **Additional Dedicated Land** means that parcel of land located at approximately _____ in Herriman, Utah, and described in Exhibit “A” as “Additional Dedicated Land” and shown in Exhibit “B.”

1.2.2. **North Office Area** means that Parcel of land located at approximately 5101 W 11800 South in Herriman, Utah, and described in Exhibit “A” as “North Office Area” and shown in Exhibit “B.”

1.2.3 **Middle Park Area** means that parcel of land located at approximately 12000 S Black Powder Drive in Herriman, Utah, which is described in Exhibit “A” as “Middle Park Area” and shown in Exhibit “B.”

1.2.4. **South Self Storage Area** means that Parcel of land located at approximately 11999 S Black Powder Drive in Herriman, Utah, which is described in Exhibit “A” as “South Self Storage Area” and shown in Exhibit “B.”

2. Development of the North Office Area.

The North Office Area shall be developed in compliance with the C-2 Zone, as shown on the Zoning Map, and all standards specified in the City's Vested Laws, including, but not limited to, subdivision regulations, design standards, and screening requirements. As a zoning condition, land uses shall be limited to "Professional Office."

2.2 Alignment of Northwest Entrance. The proposed entrance from 11800 South to the North Office Area, as shown on Exhibit "E," shall be aligned with Vadiana Drive in South Jordan, restricted to right-in-right-out movement only, and subject to compliance with all City standards.

2.3 Existing Vinyl Fence. The existing vinyl fence, as shown on Exhibit "E" shall be allowed to remain and shall hereafter be maintained by Master Developer.

2.4 Existing Road. The existing City Right of Way, as shown on Exhibit "E," will continue to be owned by the City. The City shall allow Master Developer to install an appropriate irrigation system and grass. Master Developer shall thereafter maintain the grass. The City may install a trail on the existing City Right of Way, which shall, thereafter, be maintained by the City. Any future use of the existing City Right of Way will be determined as a part of the site plan or subdivision for the North Office Area.

3. Dedication of the Middle Park. Upon the execution of this MDA, Master Developer shall donate to the City by a Utah standard form Special Warranty Deed the Middle Park as-is, where-is with no representations or warranties except that the title shall be free from all financial encumbrances and Master Developer shall be responsible for any property or greenbelt or rollback taxes prorated to the time of transfer.

4. Development of South Self Storage Area.

4.1 The South Self Storage Area shall be developed in compliance with the M-1 Zone, as shown on the Zoning Map, and all standards specified in the City's Vested Laws, including, but not limited to, subdivision regulations, design standards, and screening requirements. As a zoning condition, land uses shall be limited to "Self Service Warehouse" and "Recreational Vehicle Storage Yard" with a maximum building height of 45 feet.

4.2 **Timing.** The City shall not issue a permit for any land use or structure in the South Self Storage Area until (1) the Utah Department of Transportation (UDOT) has issued an access permit from Mountain View Corridor (MVC) to the South Self Storage Area, (2) vehicular access from MVC has been constructed, and paid for by Master Developer in compliance with UDOT and City standards, (3) subdivision plats have been recorded for the North Office Area and the South Self Storage Area, (4) all required fees have been paid to the City as per Vested Laws, and (5) a building permit for a professional office building in the North Office Area containing at least 10,000 square feet of occupiable floor area has been issued for construction. At that time, Master Developer may develop and build the entire South Self Storage Area.

4.3 **Perimeter Wall.** The South Self Storage Area shall have walls along the perimeter of the site as specified in Exhibit "F."

4.4 **Emergency Access.** Access from the South Self Storage Area to Black Powder Road, as shown on Exhibit "F," shall be for emergency purposes only by a "crash

gate” specified by the Unified Fire District, which shall be maintained by Master Developer.

4.5 Access from Mountain View. Access from Mountain View Corridor to the South Self Storage Area, as shown on Exhibit “F,” shall be a public street and shall be designed to allow for safe stacking of entering vehicles. The City shall apply to UDOT for the access and shall use reasonable efforts to obtain such access.

4.6 Maintenance. Master Developer shall be responsible for the maintenance and snowplowing of the entrance, public street, and stacking area from the Mountain View Corridor to the South Self Storage Area. If Master Developer fails to properly maintain or snowplow the entrance, public street, and stacking area, the City may consider that failure to be a Default and exercise the Default provision of Section 10 of the MDA. Any dispute regarding such maintenance or snowplowing shall be subject to the dispute resolution and default provisions of the MDA. This maintenance obligation shall survive the termination of this MDA and shall be perpetual as long as the entrance, public street, and stacking area exists for vehicle access to the South Self Storage Area.

5. Dedication of the Additional Dedicated Land. Upon the execution of this MDA, Master Developer shall donate to the City by a Utah standard form Special Warranty Deed the Additional Donated Land as-is, where-is with no representations or warranties except that the title shall be free from all financial encumbrances and Master Developer shall be responsible for any property or greenbelt or rollback taxes prorated to the time of transfer.

DRAFT

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	General Plan Map
Exhibit "C"	Zoning Map
Exhibit "D"	City's Vested Laws
Exhibit "E"	North Office Area
Exhibit "F"	South Self Storage Area

DRAFT

Exhibit A Legal Description

NORTH OFFICE AREA:

A TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID TRACT OF LAND CONSISTING OF PARCEL 131:2S:

BEGINNING AT THE NORTHEAST CORNER AND A POINT IN THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF 11800 SOUTH STREET, SAID CORNER IS 1,338.90 FEET SOUTH 89°39'15" EAST ALONG THE SECTION LINE AND 36.70 FEET (33.00 FEET BY RECORD) SOUTH 00°20'45" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 25; AND RUNNING THENCE SOUTH 00°20'47" WEST (SOUTH 00°20'45" WEST BY RECORD) 976.64 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 37°28'06" WEST 484.81 FEET; THENCE NORTH 89°50'58" WEST 297.67 FEET; THENCE NORTH 36°56'58" WEST 360.81 FEET TO A POINT IN THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF SAID 11800 SOUTH STREET; THENCE ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 53°10'25" EAST 46.61 FEET; THENCE (2) NORTH 49°50'40" EAST 161.13 FEET TO THE BEGINNING OF A 1045.89-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE (3) EASTERLY 527.32 FEET ALONG THE ARC OF SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS NORTH 70°53'13" EAST FOR A DISTANCE OF 521.75 FEET); THENCE (4) EASTERLY 54.84 FEET ALONG THE ARC OF A COMPOUND 966.54-FOOT RADIUS NON-TANGENT CURVE (NOTE: CHORD TO SAID CURVE BEARS NORTH 88°36'11" EAST FOR A DISTANCE OF 54.83 FEET); THENCE (5) SOUTH 89°17'47" EAST 107.12 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

CONTAINS: 10.07 ACRES+/-

MIDDLE PARK AREA DESCRIPTION:

A PARCEL OF LAND, BEING A PART OF AN ENTIRE PARCEL IDENTIFIED BY SALT LAKE COUNTY AS TAX ID. NUMBER 26-25-200-042, SITUATE IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE PARCEL, BEING 1,324.03 FEET SOUTH 00° 23'53" WEST ALONG THE SECTION LINE AND 1,239.70 FEET NORTH 89° 36'07" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 25; AND RUNNING THENCE SOUTH 37° 06'25" EAST 932.00 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE PARCEL; THENCE SOUTH 52° 53'35" WEST 257.24 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID EXISTING EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE THE FOLLOWING THREE (3) COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6,512.00 FEET (RADIUS BEARS: S56°48'42"W) A DISTANCE OF 123.40 FEET THROUGH A CENTRAL ANGLE OF 01°05'09" (CHORD: N33°43'53"W 123.40 FEET); THENCE (2) NORTH 33°26'30" WEST 583.69 FEET; THENCE (3) NORTH 36°49'35" WEST 110.80 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE PARCEL; THENCE ALONG SAID WESTERLY BOUNDARY LINE NORTH 00°20'47" EAST 220.71 FEET TO THE NORTHWEST CORNER OF SAID ENTIRE PARCEL; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE PARCEL SOUTH 89°38'37" EAST 98.14 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4.88 ACRES+/-

SOUTH STORAGE AREA DESCRIPTION:

A PARCEL OF LAND, BEING A PART OF AN ENTIRE PARCEL IDENTIFIED BY SALT LAKE COUNTY AS TAX ID. NUMBER 26-25-200-042, AND ALL OF PARCEL IDENTIFIED BY SALT LAKE COUNTY AS TAX ID. NUMBER 26-25-400-068, SITUATE IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

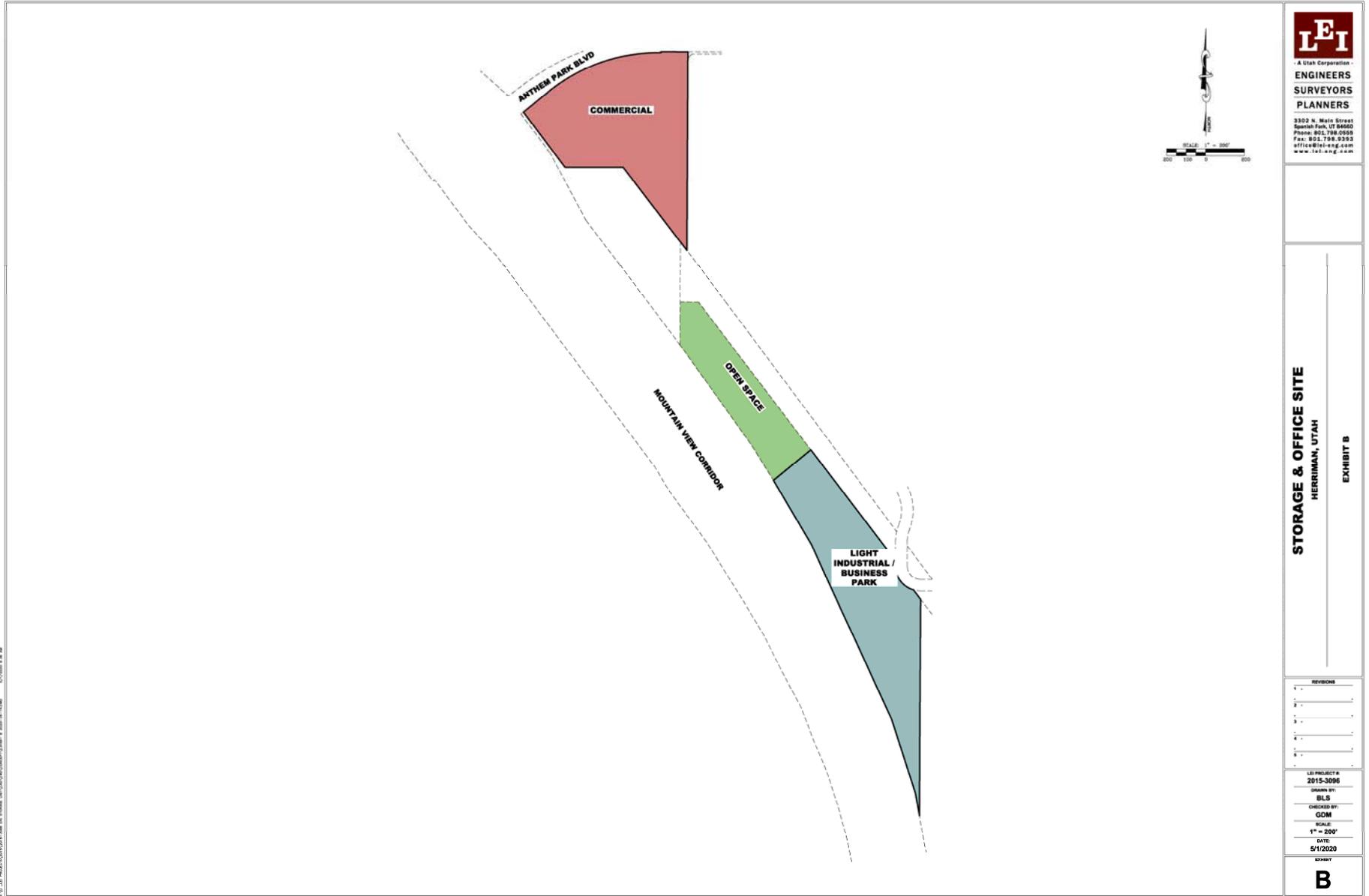
BEGINNING AT A EAST CORNER OF SAID ENTIRE TRACT OF LAND, WHICH IS 213.04 FEET SOUTH 00°23'50" WEST ALONG THE SECTION LINE AND 61.41 FEET NORTH 89°36'10" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 25, SAID POINT IS 607.49 FEET RADIALLY DISTANT SOUTHEASTERLY FROM THE MOUNTAIN VIEW CORRIDOR RIGHT OF WAY CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 1154+84.16; AND RUNNING THENCE SOUTH 00°15'37" WEST (SOUTH BY RECORD) 1053.66 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT ON THE EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID EXISTING EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 21°20'31" WEST 247.60 FEET TO THE BEGINNING OF A CURVE; THENCE (2) NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6,512.00 FEET (RADIUS BEARS: S71°13'13"W) A DISTANCE OF 1,637.59 FEET THROUGH A CENTRAL ANGLE OF 14°24'30" CHORD; N25°59'02"W 1,633.28 FEET; THENCE N52°53'35"E 257.24 FEET; THENCE S37°06'25"E 735.17 FEET; THENCE S37°04'59"E 268.31 FEET TO THE POINT OF BEGINNING.

CONTAINS: 11.14 ACRES+/-

ADDITIONAL DEDICATED LAND DESCRIPTION

[NEEDS TO BE ADDED. IS CURRENTLY BEING WRITTEN

Exhibit B General Plan Map (Needs to be fixed for “Additional Dedicated Land”)



LEI
 A Utah Corporation
**ENGINEERS
 SURVEYORS
 PLANNERS**
 3302 N. Main Street
 Spanish Fork, UT 84602
 Phone: 801.798.0885
 Fax: 801.798.9363
 office@lei-eng.com
 www.lei-eng.com

STORAGE & OFFICE SITE
 HERRIMAN, UTAH
 EXHIBIT B

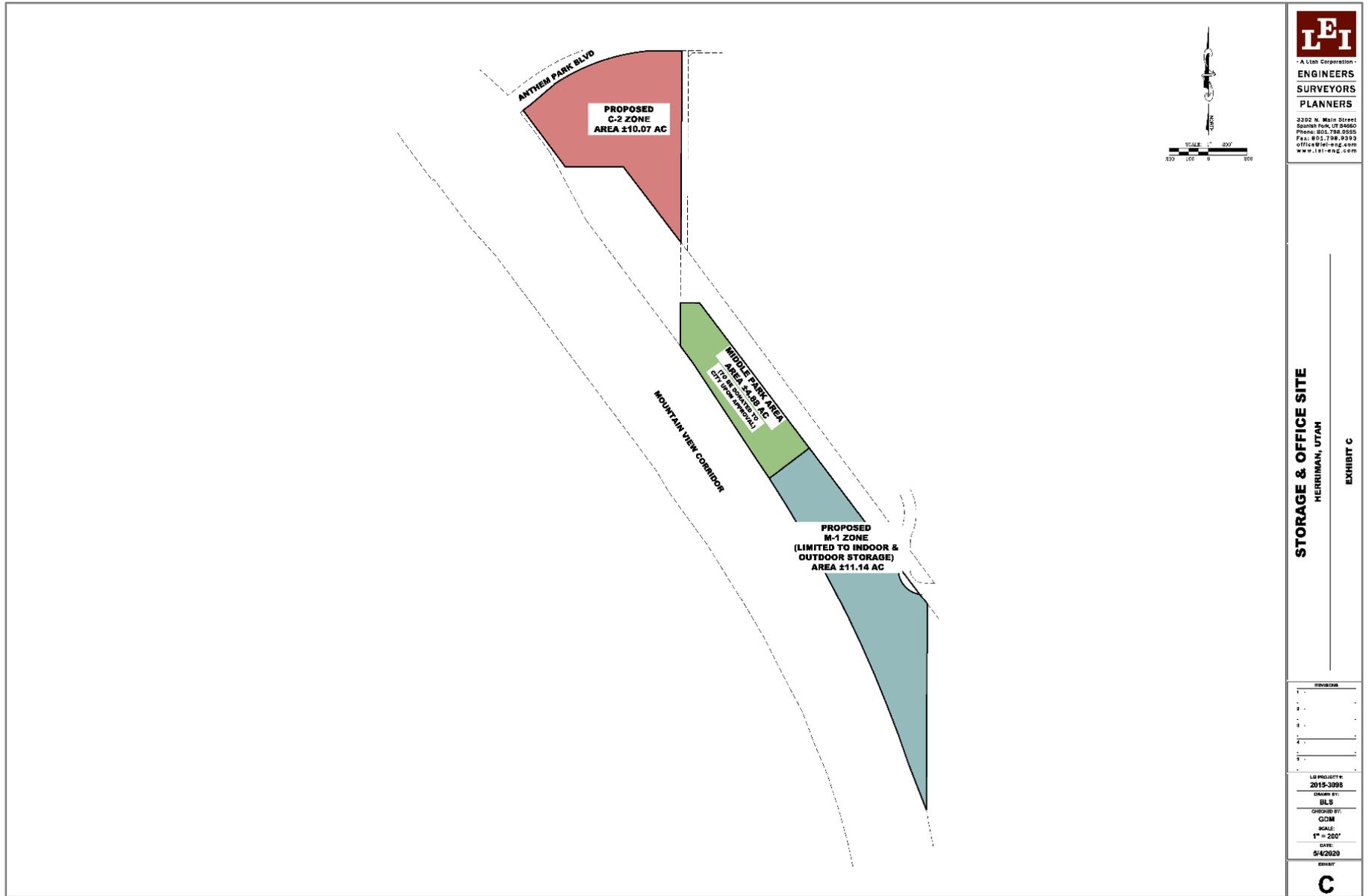
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2015-3096
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BLS
 CHECKED BY:
GDM
 SCALE:
1" = 200'
 DATE:
5/12/2020

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Exhibit C Zoning Map



A Lehi Corporation
ENGINEERS
SURVEYORS
PLANNERS
 3302 N. Main Street
 Spanish Fork, UT 84660
 Phone: 801.786.2655
 Fax: 801.786.0393
 office@leienz.com
 www.leienz.com

STORAGE & OFFICE SITE
 HERRIMAN, UTAH
 EXHIBIT C

REVISION
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LG PROJECT #: 2015-3095
 DRAWN BY: BLS
 CHECKED BY: CDM
 SCALE: 1" = 200'
 DATE: 5/4/2020
 EXHIBIT: **C**

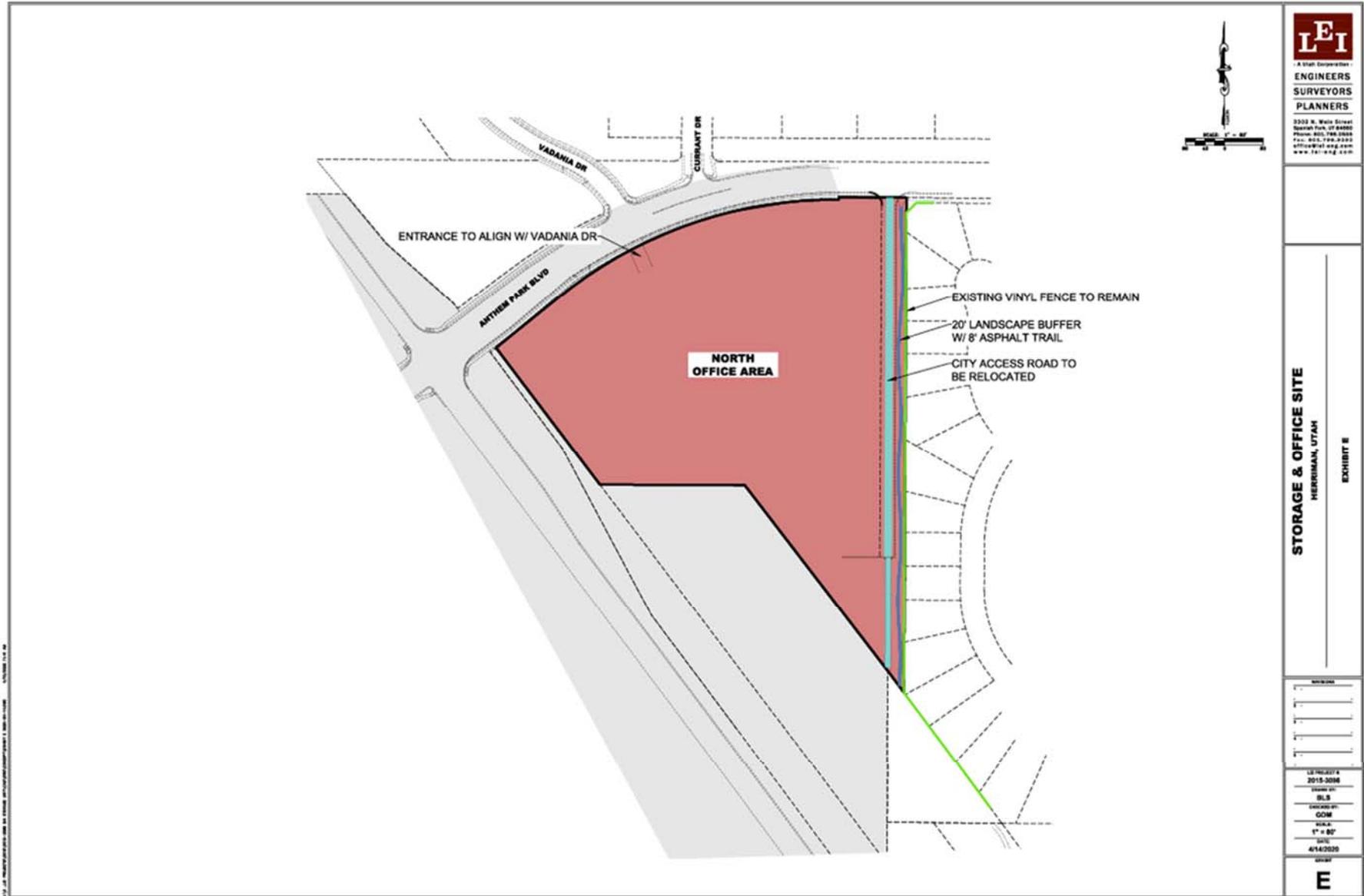
Exhibit D
City's Vested Laws

A digital copy of Herriman City's vested laws has been provided to the Developer.

Developer commits to comply with these vested laws.

Exhibit E

North Office Area (Needs to be fixed for “Additional Dedicated Land”)

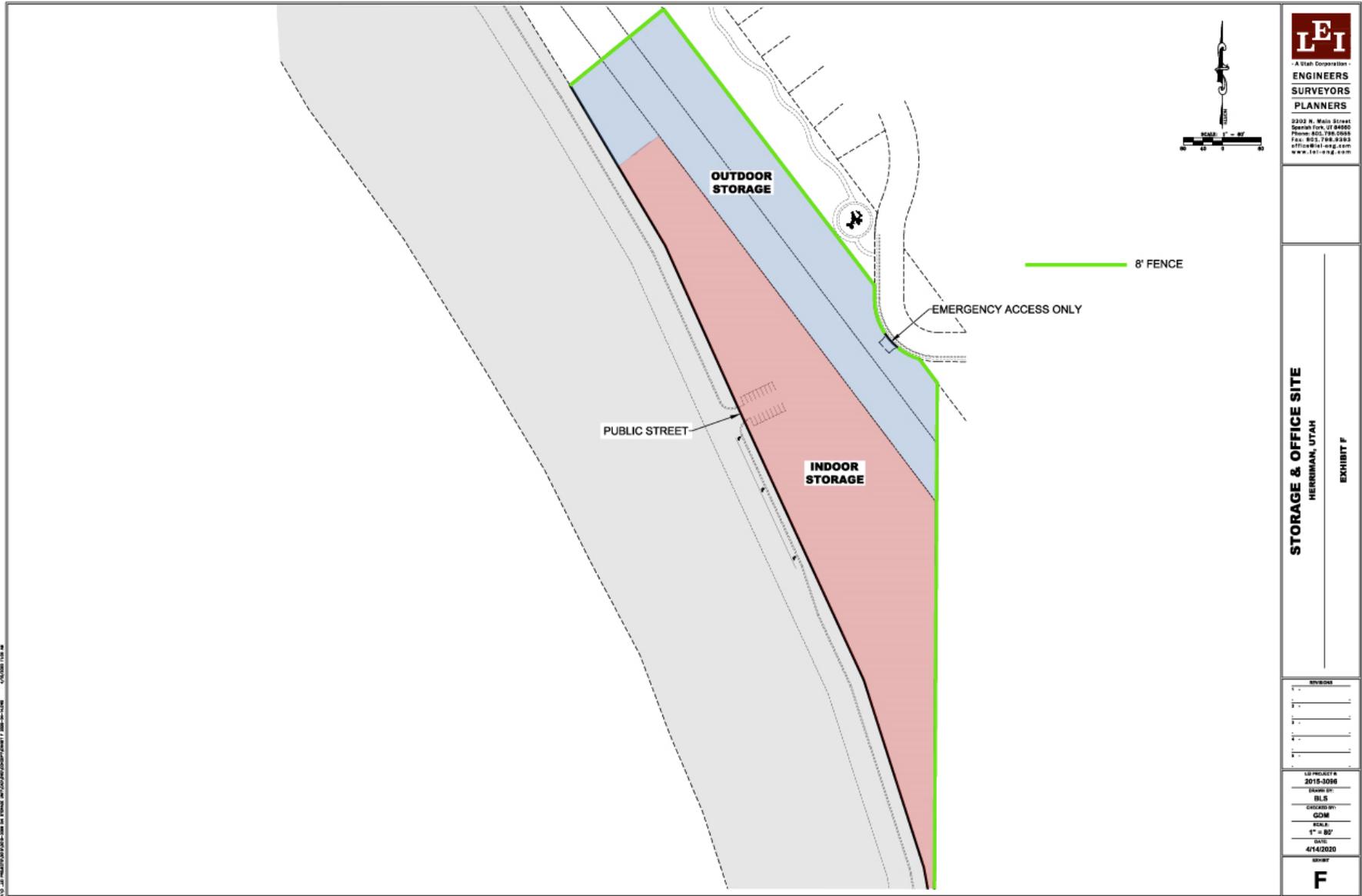


LEI
 A Utah Corporation
ENGINEERS
SURVEYORS
PLANNERS
 3322 N. Main Street
 South Park, UT 84090
 Phone: 801.798.2000
 Fax: 801.798.2323
 info@lei-eng.com
 www.lei-eng.com

STORAGE & OFFICE SITE
 HERRIMAN, UTAH
 EXHIBIT E

SHEET NO. _____
 DATE _____
 DRAWN BY _____
 CHECKED BY _____
 PROJECT NO. 15-16-0014
 2015-2016
 DRAWN BY BLS
 CHECKED BY GOM
 SCALE: 1" = 80'
 DATE: 4/14/2020
 DRAWN BY **E**

Exhibit F South Self Storage Area



LEI
 A Utah Corporation
**ENGINEERS
 SURVEYORS
 PLANNERS**

2202 N. Main Street
 Spanish Fork, UT 84600
 Phone: 801.736.2065
 Fax: 801.788.8393
 efile@leui-eng.com
 www.leui-eng.com

STORAGE & OFFICE SITE
 HERRIMAN, UTAH
EXHIBIT F

NO.	REVISION

LEI PROJECT #
 2019-3036
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 BLS
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 GDM
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 DATE:
 4/14/2020

SHEET
F

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City Council Work Meeting

Item 2.1 - Mountain View Office & Storage Development Agreement

June 10, 2020



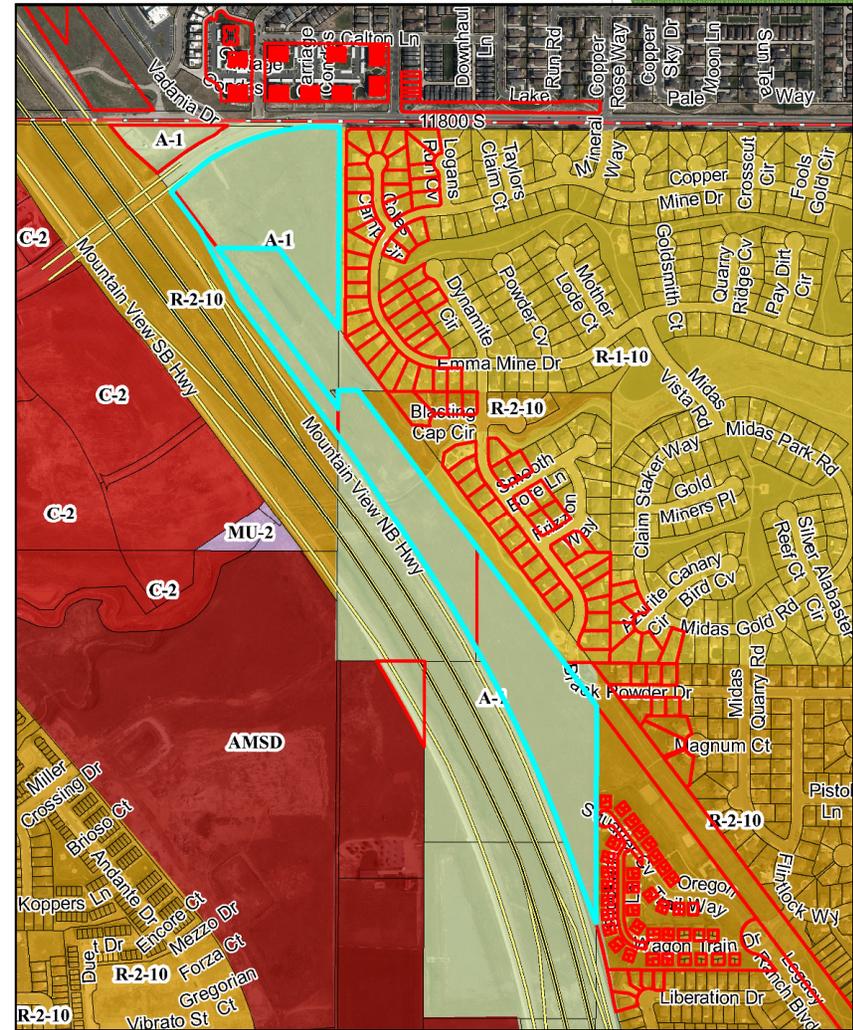
Master Development Agreement



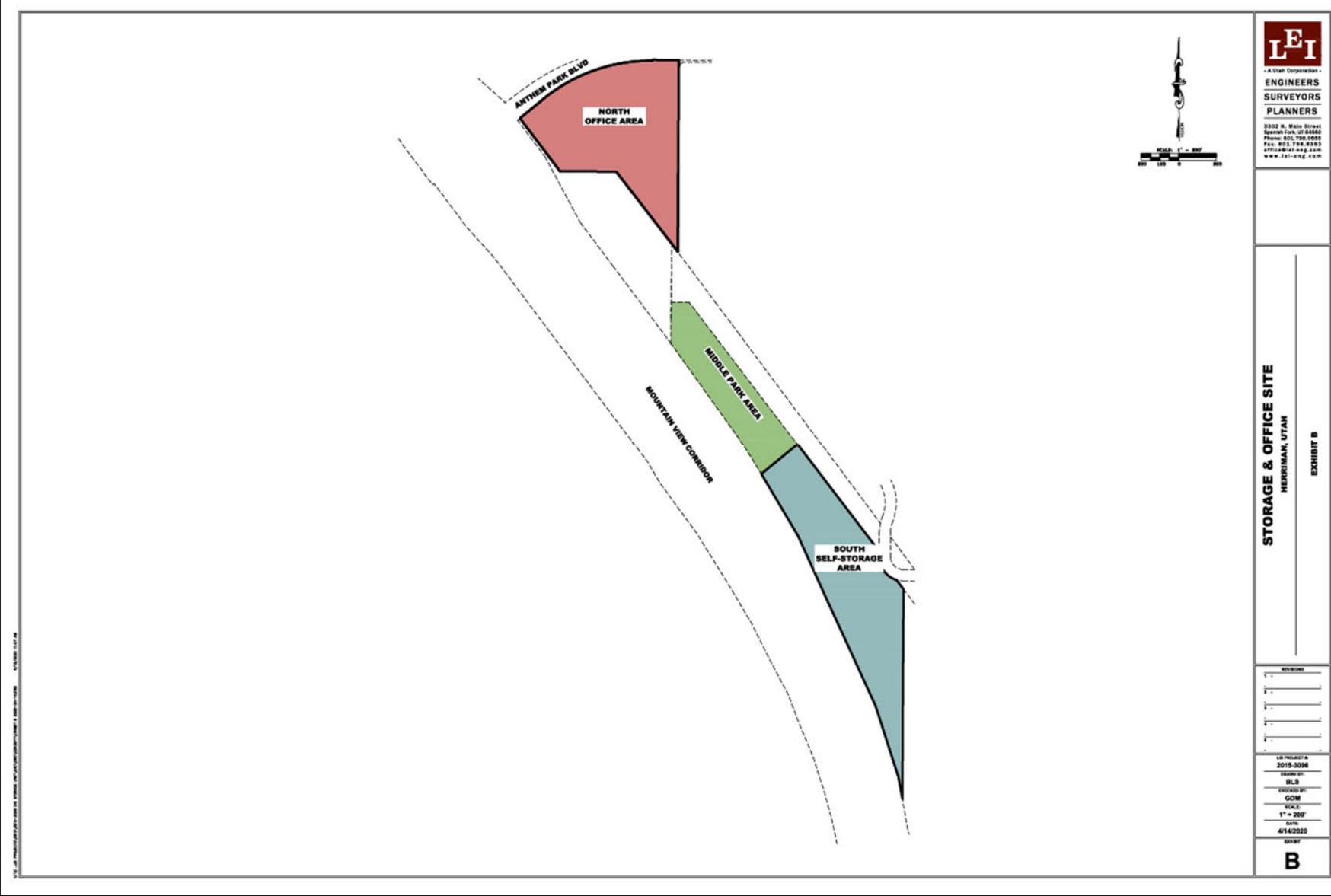
Master Development Agreement

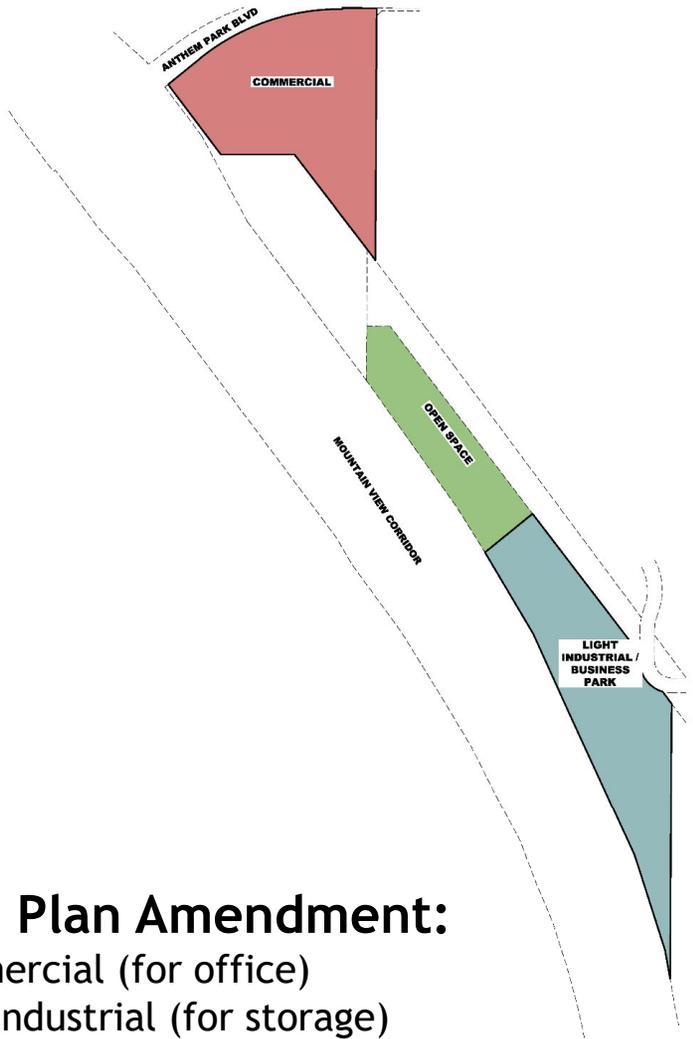
Site Summary

- ± 26.83 acres
- Owned by Sunrise 3 LLC
- General Plan:
 - “Parks and Recreation” on the north end,
 - “Single-family Residential” in the middle, and
 - “Open Space” on the south end.
- Zoning:
 - A-1 Agricultural



Proposed Land Use Plan





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 PLANNERS**
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 www.lei-eng.com

STORAGE & OFFICE SITE
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 EXHIBIT B

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LEI PROJECT #
 2015-3096
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 DLS
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 GDM
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 5/1/2020

B

Proposed General Plan Amendment:

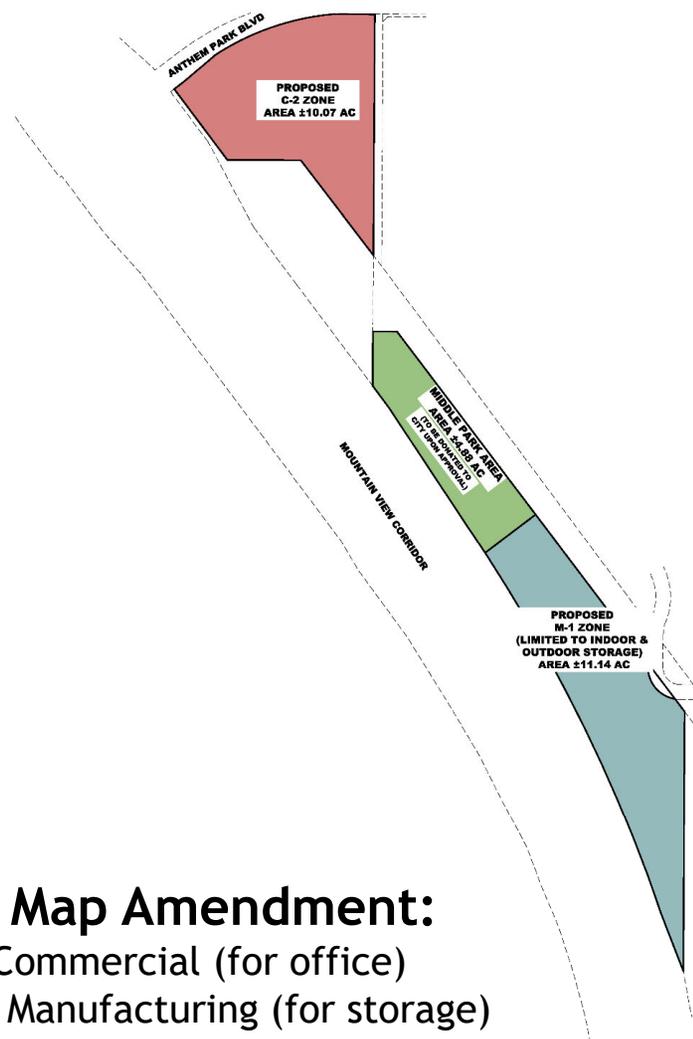
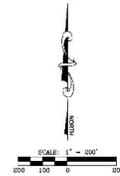
- 10.07± acres of commercial (for office)
- 11.14± acres of light industrial (for storage)

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 Scale: 1"=200'
 Date: 5/1/2020



ENGINEERS
SURVEYORS
PLANNERS

3302 N. Main Street
South Fork, UT 84050
Phone: 801.786.8995
Fax: 801.786.8993
e: info@leipng.com
www.leipng.com



STORAGE & OFFICE SITE
HERRIMAN, UTAH
EXHIBIT C

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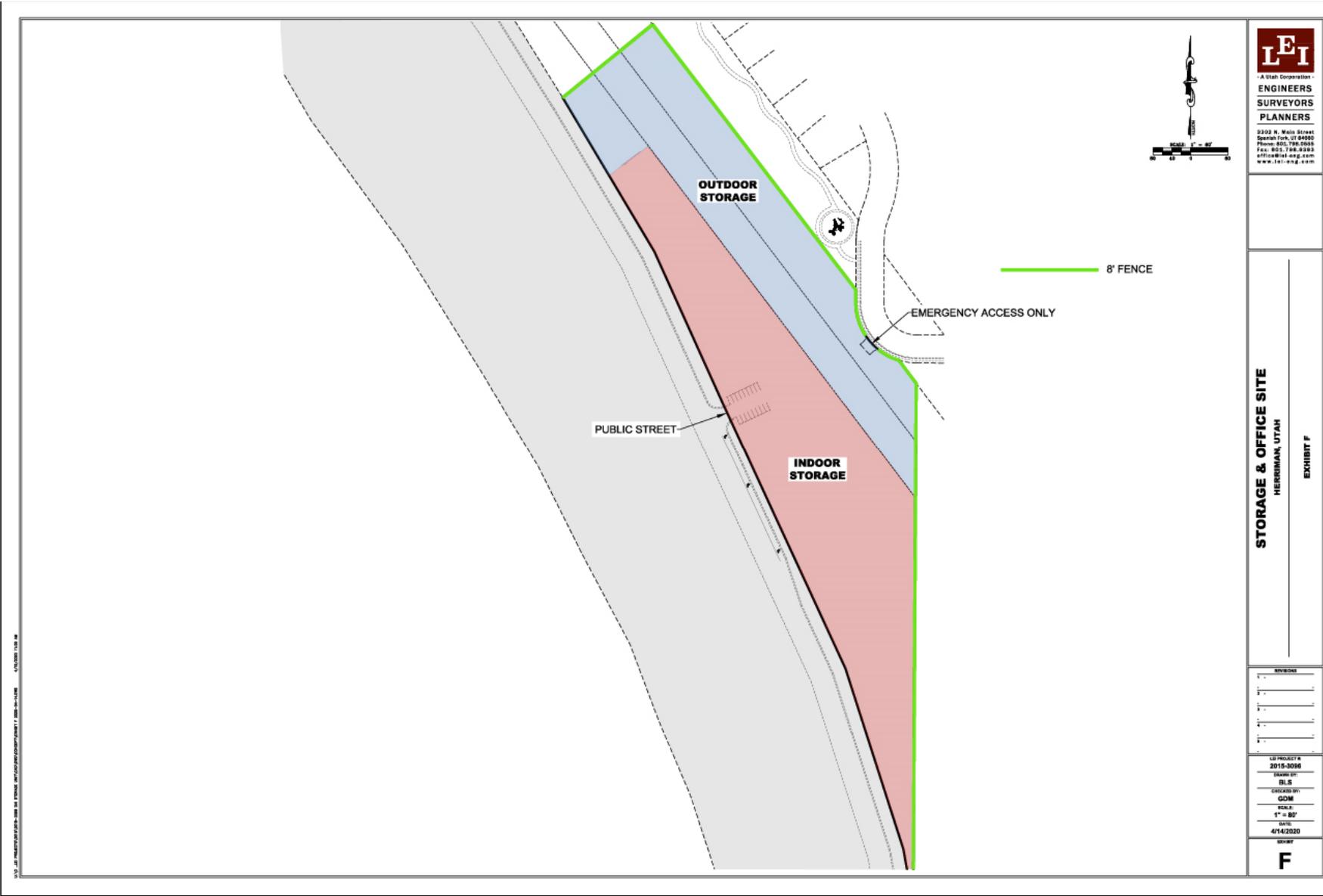
EXHIBIT
C

Proposed Zoning Map Amendment:

- 10.07± acres of C-2 Commercial (for office)
- 11.14 ± acres of M-1 Manufacturing (for storage)

DATE: 5/4/2020 10:52 AM

MDA Exhibit F - South Self Storage Area



Master Development Agreement

Features & Questions

- Development agreement expires December 31, 2024
 - MDA has “survivor” clauses that outlive the expiration date, which require development in the North Office Area before the South Self Storage Area
 - **Is the proposed expiration date acceptable to both parties?**
- Before storage may be permitted on property:
 - Access from Mountain View Corridor must be permitted and constructed,
 - Both the North Office Area and the South Self Storage Area must be platted,
 - All fees must be paid, and
 - Building permit for 10,000 square foot office building must be issued for construction.
 - **Are the proposed permitting requirements acceptable to both parties?**
- Planning Commission proposed a C-2 zoning condition that limits land uses to “Professional Office,” which excludes medical services.
 - **Is the proposed land use restriction acceptable to both parties?**
- Planning Commission proposed an M-1 zoning condition that limits building height to 45 feet.
 - Applicant proposed a height limit of 15 feet
 - **Is the proposed height limit sufficient for both parties?**
- Other issues or questions?



STAFF REPORT

DATE: 06/03/2020

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: Blackridge Reservoir Operations

BACKGROUND:

Blackridge Reservoir was constructed 2008-2010. The reservoir's main purpose is to supply secondary irrigation water to the Herriman and Riverton communities. The recreational components were added as an additional benefit and use.

DISCUSSION:

The water and parks departments will provide general operational information of the reservoir. The water department manages the water supply aspects of the reservoir, while the parks department focuses on the park and recreational amenities.

FISCAL IMPACT:

The Water Department expends between \$12,000 & \$16,500 each year for water quality treatments. There are roughly 330 man hours dedicated each year, to general maintenance and daily security checks, of the reservoir and related pumping facilities. The Parks Department expends nearly \$19,000 each year, for utilities, restroom supplies, landscape maintenance and opening and closing of the park. There is an additional \$38,000 spent each year on events and HPD staffing.

Blackridge Reservoir

June 10, 2020

Reservoir Information

- Constructed 2008-2010
- Jointly owned by Herriman & Riverton
 - Supplies secondary irrigation water to both communities
- 62 Acre Feet (20.2 MG) storage capacity
 - Herriman peak day use ~2.4 MGD
- Deepest point 19'
- Surface area ~5 acres (when full)



Reservoir Operations

- Source of Water
 - Welby Canal (Provo River and Utah Lake)
- Operational Season
 - Canal (April 15th - October 15th)
 - The canal may adjust their season based on weather (wet spring or wet fall)
 - City System (first of May - end of October)
 - Typically one week following canal start up and one week following canal shutdown



Reservoir Water Quality

- Reservoir water quality improvement measures
 - (6) Aerators
 - Aerators circulate water, and prevent stagnation and stratification of water
 - Herbicide
 - A herbicide is generally applied around the first week of June to mitigate pond weed growth
 - Algaecide
 - Algaecide is injected to mitigate the growth of algae and assists to improve general reservoir water quality



Water Quality Costs

Historic Chemical Injection Costs per FY:

2015/16- \$19,820

2016/17- \$24,625

2017/18- \$11,480

2018/19- \$12,500

2019/20- Anticipated year end \$12,000

May of 2018, City Council gave direction to treat water to maintain general water quality, and not treat to eliminate algae



2019 Staffing Costs

- Herriman Events Staff
 - 22 man hours per day for 60 days
 - \$16,952
- HPD
 - Weekends and Holidays
 - \$20,750



Utilities and Maintenance Costs

Water	\$3,669
Storm Water	\$2,523
Power	\$913
Wasatch Waste	\$1,140
Sewer	\$259
Restroom Supplies	\$3,027
Porta Potty	\$595
Fertilization and Mowing	\$4,398
Irrigation Maintenance	\$400
Weed Abatement	\$600
Opening and Closing Gates	\$1243
Total	\$18,770

Attendance: Memorial Weekend 5/22-5/25

- 2140 total people
 - 45% Herriman
 - 9% South Jordan
 - 8% West Jordan
 - 8% Salt Lake City
 - 5% Riverton
 - 3% Sandy
 - 2% Draper
 - 20% Other



Operation

- Gate opens at 7:30 AM
- 4 Herriman Events staff present at all times.
- Staff speaks to every car as they enter.
 - Explain rules.
 - What activity are they here for?
 - How many in their group?
 - What is their ZIP code?
- Staff instruct patrons where to park.
 - 25 parking spots reserved for trail use only.
- When parking spots are full, patrons are directed to drive through parking lot, exit, and return later.
- Water and Beach close at 7 PM.
- Gates close at 9 PM.



STAFF REPORT

DATE: 06/03/2020

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas, Assistant City Manager

SUBJECT: **2020 NWSL Challenge Cup Joint Marketing Opportunity with REAL Salt Lake**

MEETING: Herriman City Council Work Meeting
Wednesday, June 10, 2020

BACKGROUND:

REAL Salt Lake has approached Herriman City with an opportunity to participate in marketing and outreach for two upcoming nationally broadcasted, professional sporting events that will be held in Herriman City. City staff, Councilmember Ohrn and Councilmember Shields met with RSL staff on Tuesday, June 2, 2020 to discuss the opportunity.

The 2020 National Women's Soccer League (NWSL) Challenge Cup, a 25 game tournament, is scheduled to begin June 27, 2020 and will end July 26, 2020. The NWSL Challenge Cup will be broadcast on CBS, CBS All Access, and Twitch. The vast majority of games will be played at the Zions Bank Real Academy.

The 2020 Professional Lacrosse League (PLL) Tournament, a 14 game tournament, is scheduled at the same venue and will begin July 21, 2020, running through August 9, 2020. Both events have been approved by the Salt Lake County Health Department. The PLL Tournament will be broadcast on NBC.

The joint effort requests an investment of \$100,000.00 from the City which includes participation in joint marketing and outreach, as well as the ability to tell our story.

DISCUSSION AND RECOMMENDATION:

City staff would like direction on how to proceed with the request.

ATTACHMENTS:

RSL is awaiting the information from the League and will provide it as soon as they receive it. The presentation will then be forwarded to Council for review.

FINANCIAL IMPACTS:

Requested \$100,000.00 investment on our behalf.





STAFF REPORT

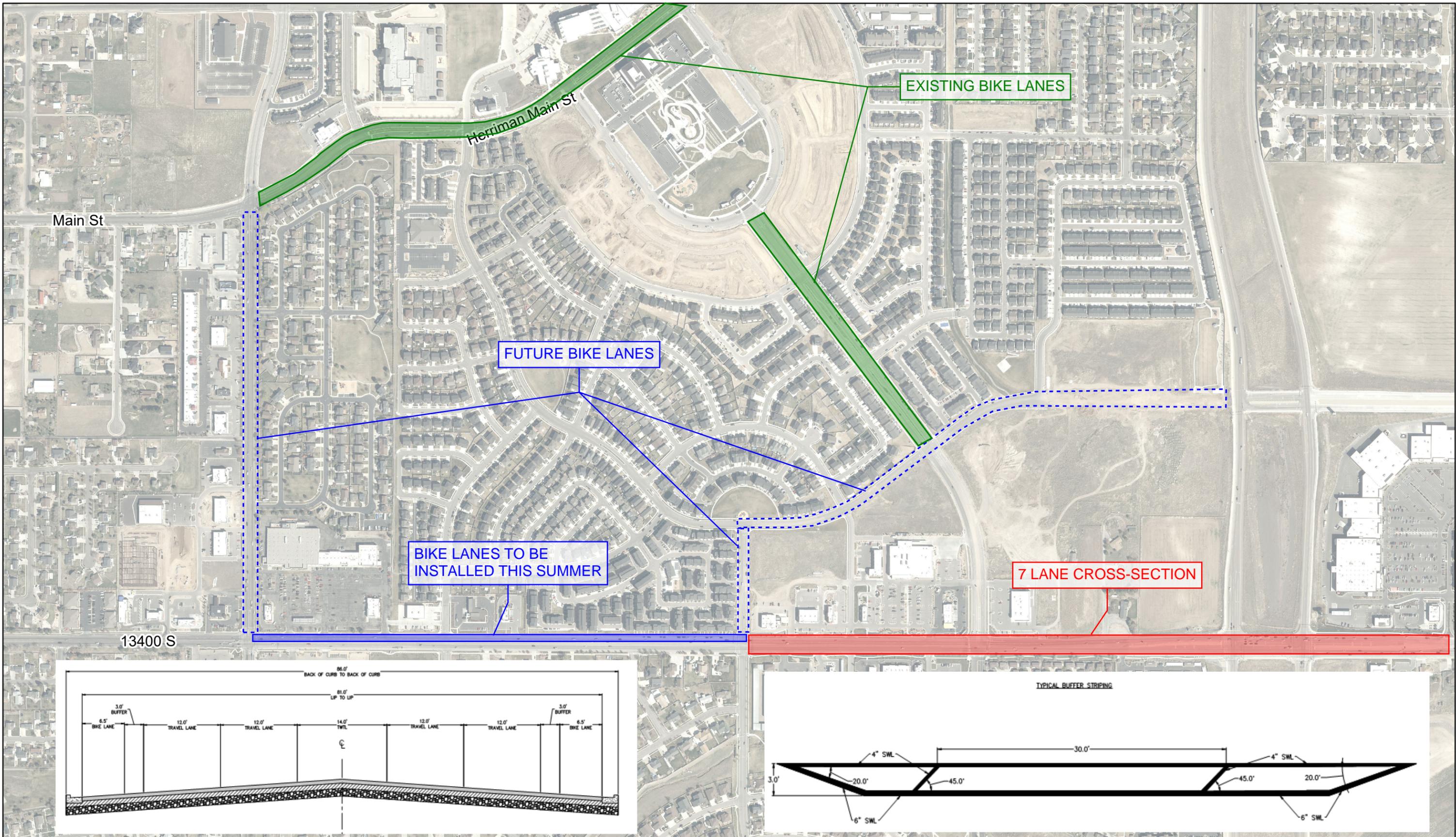
DATE: June 10, 2020
TO: The Honorable Mayor and City Council
FROM: Jonathan Bowers, City Engineer
SUBJECT: 5200 West Bike Lane Route & 13400 South Striping

RECOMMENDATION: NA

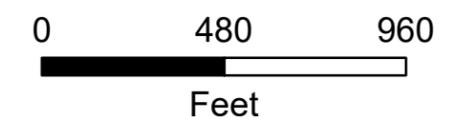
DISCUSSION: An Interlocal Agreement with Riverton City for resurfacing and striping along 13400 South was discussed and approved in the most recent City Council meeting held on May 27th. City Council asked staff to present the planned bike lane route and the implications it will have on the upcoming resurfacing and re-striping project along 13400 South. This presentation will show a zoomed out concept of the planned bike route (also attached). The discussion will also include how it effects the upcoming resurfacing project and how parking along the road will be addressed in areas with the new bikes lanes.

ALTERNATIVES: NA

FISCAL IMPACT: NA



HERRIMAN CITY ENGINEERING DEPARTMENT
 Bike Lanes on 13400 S

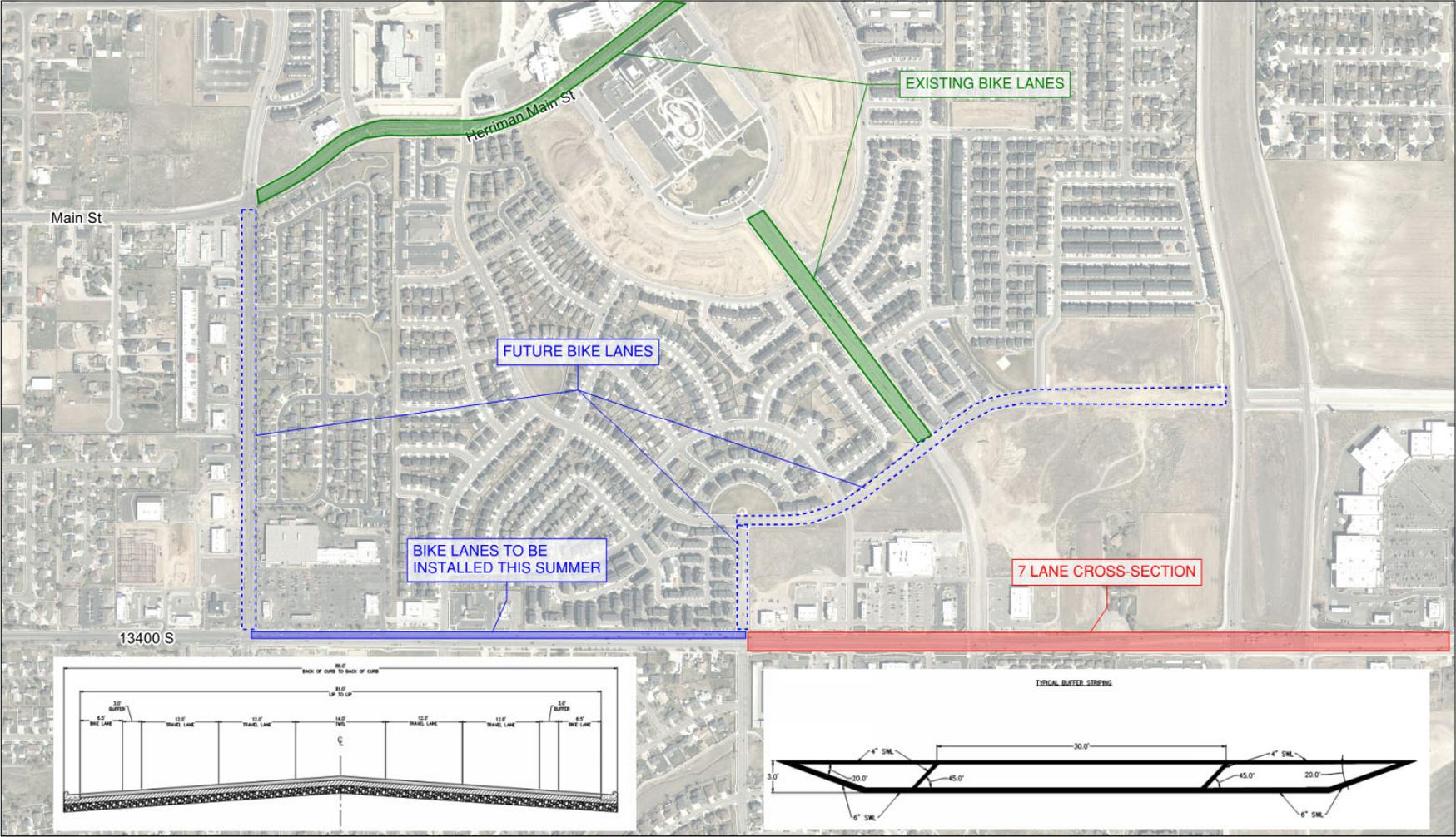




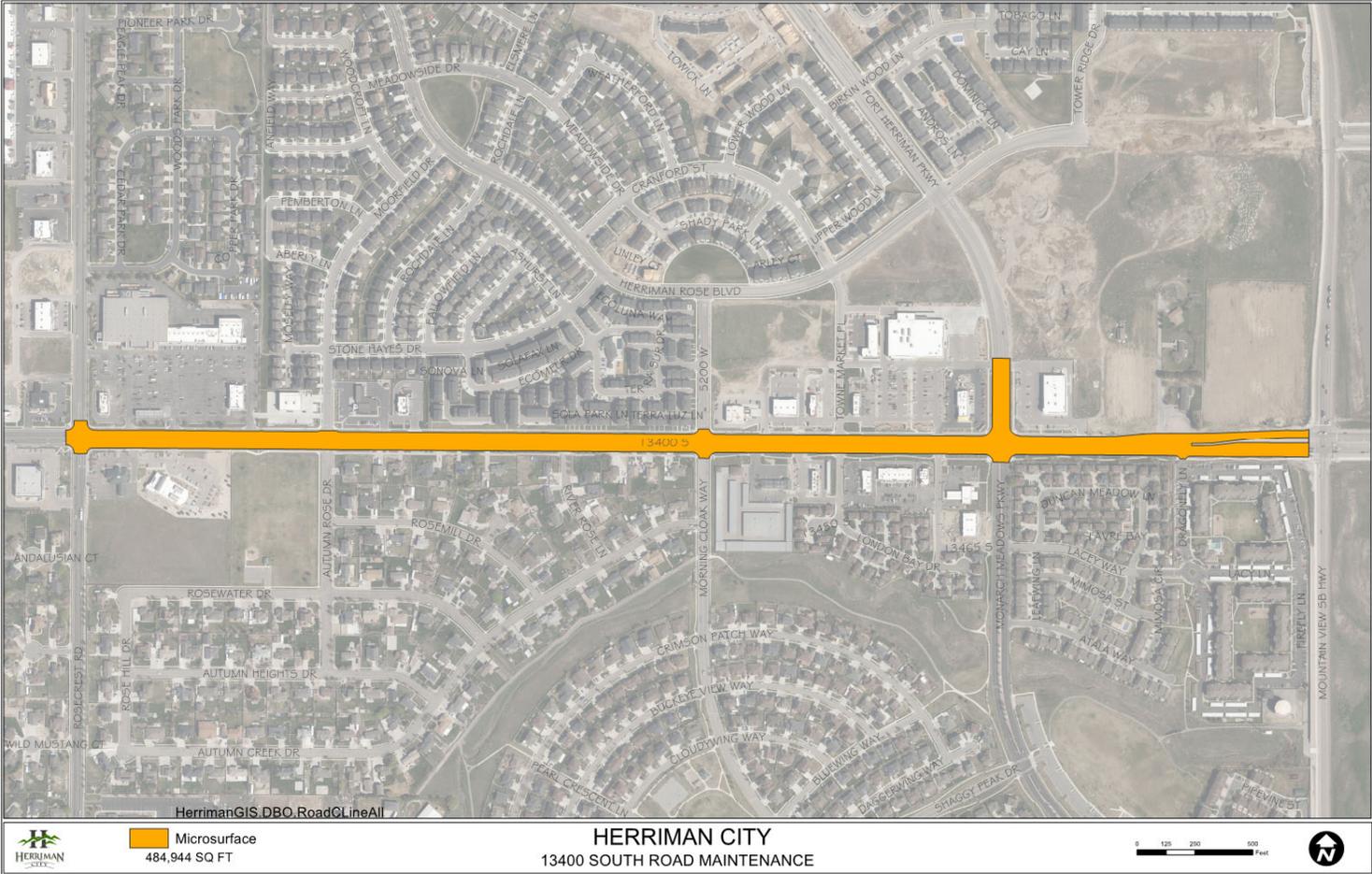
5200 West Bike Lane Route Discussion

City Council Meeting
June 10, 2020





Microsurface Project Area





STAFF REPORT

DATE: 06/02/2020

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas, Assistant City Manager

SUBJECT: **Herriman K9 Memorial Dog Park Discussion**

MEETING: Herriman City Council Work Meeting
Wednesday, June 10, 2020

BACKGROUND:

Herriman City Council approved \$1M in funding from the 2019-2020 park impact fee budget for the design and construction of the Herriman K9 Memorial Dog Park. While we always intended this park to be a K9 memorial park in honor of Dingo, the park took on new meaning with the loss of Hondo earlier this year. Over the past year, staff have been working with blu line design on the design of the park. The request for bids (RFB) was issued by engineering and bids came back significantly higher than anticipated.

Approved budget: \$1,000,000
Lowest bid: \$ 1,557,591.80
Highest bid: \$2,144,140.95

In addition, a bid alternate was requested for the construction of the asphalt trail that is outside of the dog park and at the bottom of an embankment. The same low bid contractor on the dog park was the low bid on the trail project at the cost of \$71,330.

Staff are seeking City Council comments and direction on how to proceed.

DISCUSSION AND RECOMMENDATION:

Continue with the low bid with no changes
Continue with the low bid with cuts to the project
Put the project back on the shelf and go back out to bid at another time

ATTACHMENTS:

K9 Memorial Dog Park PowerPoint
Excel Spreadsheet- Cost Breakdown



K9 Memorial Dog Park

Date: May 7, 2020

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Mobilization	1 LS		\$ 65,000.00	\$ 65,000.00
2	Permitting	1 LS		\$ 3,000.00	\$ 3,000.00
3	Testing	1 LS		\$ 20,000.00	\$ 20,000.00
4	Traffic Control	1 LS		\$ 5,000.00	\$ 5,000.00
5	Temporary Controls/SWPPP	1 LS		\$ 10,000.00	\$ 10,000.00
6	Other				\$ -
Demolition					
7	Asphalt Sawcut & Removal	16,975 Sq. Ft.		\$ 0.35	\$ 5,941.25
8	Curb & Gutter Sawcut & Removal	107 Ln. Ft.		\$ 7.00	\$ 749.00
9	Concrete Sawcut & Removal	333 Sq. Ft.		\$ 2.00	\$ 666.00
10	Vinyl Fence Removal	350 Ln. Ft.		\$ 5.00	\$ 1,750.00
11	Clear and Grub	174,103 Sq. Ft.		\$ 0.15	\$ 26,115.45
12	Other				\$ -
Road/Parking					
13	4" Asphalt (Parking) with Base Course	7,653 Sq. Ft.		\$ 3.20	\$ 24,489.60
14	30" Type A Curb & Gutter with Base Course	386 Ln. Ft.		\$ 28.00	\$ 10,808.00
15	Spill Curb & Gutter with Base Course	202 Ln. Ft.		\$ 28.00	\$ 5,656.00
16	Flared Driveway Approach with Base Course	723 Sq. Ft.		\$ 10.00	\$ 7,230.00
17	Mid Block ADA Ramp (APWA Plan 236.1)	1 Each		\$ 2,000.00	\$ 2,000.00
18	Mid Block ADA Ramp (APWA Plan 236.3)	1 Each		\$ 2,000.00	\$ 2,000.00
19	Crosswalk and Yield Lines	1 LS		\$ 2,500.00	\$ 2,500.00
20	Parking Lot Striping	1 LS		\$ 1,000.00	\$ 1,000.00
21	ADA Parking Sign	1 Each		\$ 1,200.00	\$ 1,200.00
22	Stop Sign	2 Each		\$ 400.00	\$ 800.00
23	Pedestrian Sign with RRFB Signal	3 Each		\$ 6,000.00	\$ 18,000.00
24	Other				\$ -
Hardscape					
25	8' Asphalt Trail with Base Course	3,746 Sq. Ft.		\$ 3.30	\$ 12,361.80
26	6' Concrete Walk with Base Course	632 Sq. Ft.		\$ 5.50	\$ 3,476.00
27	5' Concrete Walk with Base Course	15,610 Sq. Ft.		\$ 5.50	\$ 85,855.00

28 Concrete Entry Plaza with Base Course (Integrally Colored)	1,204 Sq. Ft.	\$	15.00	\$	18,060.00
29 Concrete Pavilion Pad (Integrally Colored)	2,887 Sq. Ft.	\$	12.00	\$	34,644.00
30 Concrete Seat Wall	383 Ln. Ft.	\$	75.00	\$	28,725.00
31 Concrete Stairs	23 Each	\$	250.00	\$	5,750.00
32 Concrete Site Furniture Pads	352 Sq. Ft.	\$	7.00	\$	2,464.00
33 6" x 6" Concrete Mowstrip	453 Ln. Ft.	\$	16.00	\$	7,248.00
34 12" x 6" Fence Mowstrip	1,734 Ln. Ft.	\$	22.00	\$	38,148.00
35 Other: Railing on Stairs	55 Ln. Ft.	\$	100.00	\$	5,500.00
Fencing					
36 6' Tall Ornamental Metal Fence with Puppy Panel	826 Ln. Ft.	\$	65.00	\$	53,690.00
37 6' Tall Ornamental Metal Gate with Puppy Panel	6 Each	\$	1,100.00	\$	6,600.00
38 6' Tall Ornamental Metal 10' Wide Maintenance Gate with Puppy Panel	2 Each	\$	2,200.00	\$	4,400.00
39 6' Tall Black Vinyl Coated Chain Link Fence	1,300 Ln. Ft.	\$	28.00	\$	36,400.00
40 6' Tall Black Vinyl Coated Chain Link Gate	2 Each	\$	700.00	\$	1,400.00
41 6' Tall Black Vinyl Coated 10' Wide Rolling Chain Link Gate	2 Each	\$	900.00	\$	1,800.00
Utilities					
42 Grout and Seal Pipe Opening to Existing Basin	1 LS	\$	600.00	\$	600.00
43 Culinary Water Connection	1 LS	\$	1,500.00	\$	1,500.00
44 Secondary Water Connection	1 LS	\$	10,000.00	\$	10,000.00
45 2" Poly Water Line	664 Ln. Ft.	\$	18.00	\$	11,952.00
46 3/4" Poly Water Line (Drinking Fountain)	22 Ln. Ft.	\$	40.00	\$	880.00
47 2" Poly Line Stub & Plug	1 Each	\$	400.00	\$	400.00
48 Hose Bib with 2' Hose Attachment and Self Closing Valve	2 Each	\$	1,000.00	\$	2,000.00
49 4" PVC SDR-35	679 Ln. Ft.	\$	40.00	\$	27,160.00
50 SS Cleanout and Wye	2 Each	\$	700.00	\$	1,400.00
51 SS Cleanout	4 Each	\$	500.00	\$	2,000.00
52 SS Drain	16 Each	\$	1,000.00	\$	16,000.00
53 SS Stub & Plug	1 Each	\$	300.00	\$	300.00
54 12" RCP SD	734 Ln. Ft.	\$	60.00	\$	44,040.00
55 15" RCP SD	172 Ln. Ft.	\$	60.00	\$	10,320.00
56 18" RCP SD	48 Ln. Ft.	\$	80.00	\$	3,840.00
57 Subsurface Detention, 4' Dia. Pipes with Gravel and Cleanouts	1 LS	\$	68,000.00	\$	68,000.00
58 4'x4' COB	2 EA	\$	5,000.00	\$	10,000.00
59 4'x4' Catch Basin	1 Each	\$	4,500.00	\$	4,500.00
60 3'x3' Catch Basin	1 Each	\$	3,000.00	\$	3,000.00
61 Curb Inlet with 18F Snout	1 Each	\$	4,200.00	\$	4,200.00

62 Other	1		\$	-
Splash Pad				
63 Concrete	1,574 Sq. Ft.	\$	10.00	\$ 15,740.00
64 Manifold, Enclosure, Valves	1 LS	\$	2,300.00	\$ 2,300.00
65 Controllor	1 Each	\$	3,500.00	\$ 3,500.00
66 Nozzles	12 Each	\$	1,450.00	\$ 17,400.00
67 Step On Activator	2 Each	\$	3,000.00	\$ 6,000.00
68 Nozzle Piping from Manifold	1 LS	\$	10,000.00	\$ 10,000.00
69 Other - Setup	1 LS	\$	2,000.00	\$ 2,000.00
Site Furniture				
70 10'x20' Shed	1 Each	\$	10,000.00	\$ 10,000.00
71 20'x20' Pavilion	3 Each	\$	28,000.00	\$ 84,000.00
72 Drinking Fountain	2 Each	\$	7,000.00	\$ 14,000.00
73 Log Tunnel	2 Each	\$	4,400.00	\$ 8,800.00
74 Log Climbers	1 LS	\$	15,000.00	\$ 15,000.00
75 Dog Waste Stations	6 Each	\$	1,000.00	\$ 6,000.00
76 Memorial Sign	2 Each	\$	3,000.00	\$ 6,000.00
77 Dog Park Sign	1 Each	\$	6,000.00	\$ 6,000.00
Grading & Excavation				
78 Rough Grading (Cut)	9,124 Cu. Yd.	\$	3.00	\$ 27,372.00
79 Cut to be Removed	3,360 Cu. Yd.	\$	8.00	\$ 26,880.00
80 Rough Grading (Fill)	5,764 Cu. Yd.	\$	3.00	\$ 17,292.00
81 Other - Fine Grading	1 LS	\$	5,000.00	\$ 5,000.00
Electrical and Lighting				
82 Panel and Lighting Control with Time Clock and Photocell	1 Each	\$	10,000.00	\$ 10,000.00
83 Meter and Panel	1 Each	\$	10,000.00	\$ 10,000.00
84 Power/Conduit	1,413 Ln. Ft.	\$	12.00	\$ 16,956.00
85 Street Light (install only)	4 Each	\$	2,500.00	\$ 10,000.00
86 Junction Box	3 Each	\$	1,000.00	\$ 3,000.00
87 Other				\$ -
Landscaping				
88 Deciduous Tree (2" caliper)	92 Each	\$	500.00	\$ 46,000.00
89 Evergreen Tree (6' height)	31 Each	\$	475.00	\$ 14,725.00
90 Ornamental Tree (2" caliper)	30 Each	\$	500.00	\$ 15,000.00
91 Grow Low Sumac (5 gallon)	173 Each	\$	40.00	\$ 6,920.00
92 Bio Blue Bluegrass Sod	71,644 Sq. Ft.	\$	0.70	\$ 50,150.80

93 Bio Meadow Sod	41,140 Sq. Ft.	\$	0.78	\$	32,089.20	
94 Native Seed	17,989 Sq. Ft.	\$	0.25	\$	4,497.25	
95 1-1/2" South Town Cobble on Weed Barrier	8,379 Sq. Ft.	\$	1.30	\$	10,892.70	
96 3" Depth Stabilized Crusher Fines on Road Base with Weed Barrier	3,145 Sq. Ft.	\$	2.75	\$	8,648.75	
97 4" Depth Topsoil (Sod)	1,378 Cu. Yd.	\$	33.00	\$	45,474.00	
98 8" Depth Topsoil (Shrub Bed)	175 Cu. Yd.	\$	33.00	\$	5,775.00	
99 Boulder Retaining Wall	90 Sq. Ft.	\$	55.00	\$	4,950.00	
100 Landscape Boulder	67 Each	\$	130.00	\$	8,710.00	
101 Other				\$	-	
Irrigation						
102 Cross Connection	1 LS	\$	35,000.00	\$	35,000.00	
103 Irrigation Controller	1 Each	\$	23,000.00	\$	23,000.00	
104 Irrigation System – per Drawings (complete system)	1 LS	\$	130,000.00	\$	130,000.00	
TOTAL BASE BID		\$	1,557,591.80			
BID ALTERNATE						
UTA Corridor Trail						
A1	8' Asphalt Trail with Base Course	6,006 Sq. Ft.	\$	3.50	\$	21,021.00
A2	Boulder Retaining Wall	780 Sq. Ft.	\$	28.00	\$	21,840.00
A3	Rough Grading (Cut)	1,722 Cu. Yd.	\$	5.00	\$	8,610.00
A4	Cut to be Removed	1,222 Cu. Yd.	\$	12.00	\$	14,664.00
A5	Rough Grading (Fill)	500 Cu. Yd.	\$	5.00	\$	2,500.00
A6	Native Seed	10,780 Sq. Ft.	\$	0.25	\$	2,695.00
TOTAL BID ALTERNATE		\$	71,330.00			
TOTAL BID				\$	1,628,921.80	



K9 Memorial Dog Park

Herriman City Council Work Meeting

06/10/2020

Timeline

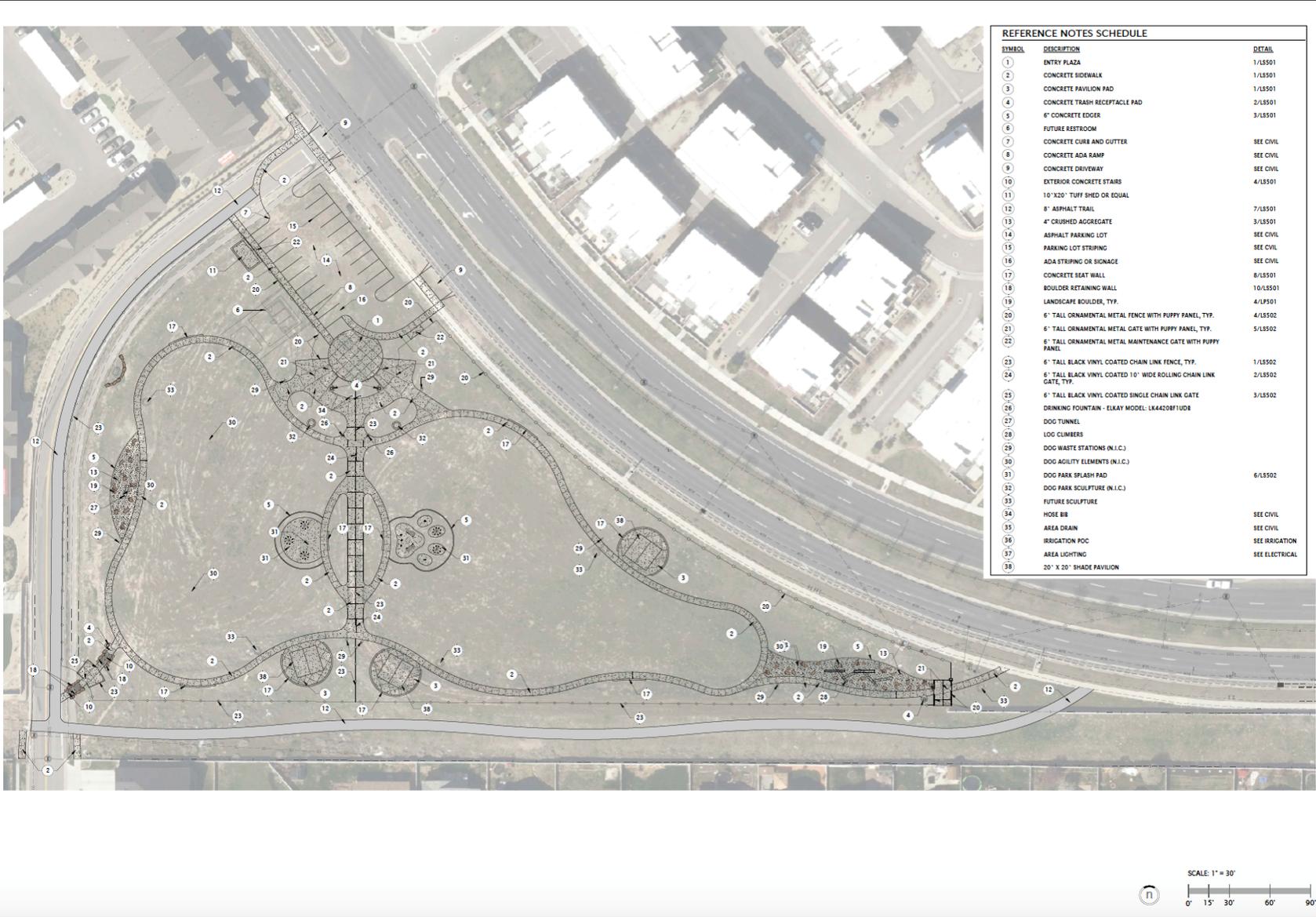
Project was approved in the
2019-2020 fiscal budget

Project kickoff – 10/2/2019

Public Open House –
11/12/2019

Planning Commission
Conditional Use Approval-
11/21/2019

RFB released – 04/20/2020 and
Bid Opening 5/7/2020



SYMBOL	DESCRIPTION	DETAIL
1	ENTRY PLAZA	1/LS501
2	CONCRETE SIDEWALK	1/LS501
3	CONCRETE PAVILION PAD	1/LS501
4	CONCRETE TRASH RECEPTACLE PAD	2/LS501
5	6" CONCRETE EDGER	3/LS501
6	FUTURE RESTROOM	
7	CONCRETE CURB AND GUTTER	SEE CIVIL
8	CONCRETE ADA RAMP	SEE CIVIL
9	CONCRETE DRIVEWAY	SEE CIVIL
10	EXTERIOR CONCRETE STAIRS	4/LS501
11	10' X 20' TUFF SHED OR EQUAL	
12	8' ASPHALT TRAIL	7/LS501
13	4" CRUSHED AGGREGATE	3/LS501
14	ASPHALT PARKING LOT	SEE CIVIL
15	PARKING LOT STRIPING	SEE CIVIL
16	ADA STRIPING OR SIGNAGE	SEE CIVIL
17	CONCRETE SEAT WALL	8/LS501
18	BOULDER RETAINING WALL	10/LS501
19	LANDSCAPE BOULDER, TYP.	4/LS501
20	6' TALL ORNAMENTAL METAL FENCE WITH PUPPY PANEL, TYP.	4/LS502
21	6' TALL ORNAMENTAL METAL GATE WITH PUPPY PANEL, TYP.	5/LS502
22	6' TALL ORNAMENTAL METAL MAINTENANCE GATE WITH PUPPY PANEL	
23	6' TALL BLACK VINYL COATED CHAIN LINK FENCE, TYP.	1/LS502
24	6' TALL BLACK VINYL COATED 10" WIDE ROLLING CHAIN LINK GATE, TYP.	2/LS502
25	6' TALL BLACK VINYL COATED SINGLE CHAIN LINK GATE	3/LS502
26	DRINKING FOUNTAIN - ELKAY MODEL: LK44208FUD8	
27	DOG TUNNEL	
28	LOG CLIMBERS	
29	DOG WASTE STATIONS (N.I.C.)	
30	DOG AGILITY ELEMENTS (N.I.C.)	
31	DOG PARK SPLASH PAD	6/LS502
32	DOG PARK SCULPTURE (N.I.C.)	
33	FUTURE SCULPTURE	
34	HOSE BIB	SEE CIVIL
35	AREA DRAIN	SEE CIVIL
36	IRRIGATION POC	SEE IRRIGATION
37	AREA LIGHTING	SEE ELECTRICAL
38	20' X 20' SHADE PAVILION	



blu line designs
 planning | architecture | interiors | design

OWNER:
 HERRIMAN CITY PARKS & RECREATION
 870 S. Sandy Parkway
 Sandy, UT 84070
 801.431.3366

CONTRACT:
 HERRIMAN K9 MEMORIAL DOG PARK
 HERRIMAN, UT 84003



HERRIMAN CITY
 HERRIMAN K9 MEMORIAL DOG PARK
 MAIN ST.
 HERRIMAN, UTAH

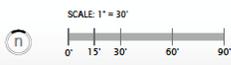
REVISIONS

Designed By	RS
Drawn By	JM/KCS
Check By	SM/LSO
Scale	AS SHOWN
Drawing Title	LS101

OVERALL SITE PLAN

Drawing Number
LS101

90% REVIEW SUBMITTAL



Dog Park Features



- **Memorial courtyard for statues of Dingo and Hondo**
- **Two play pods**
- **Splash pads**
- **Obstacles**
- **Asphalt paths**
- **Pavilions for shade**

Discussion and Direction

K9 Dog Park

- **Budget** **\$1,000,000**
- **Low bid** **\$1,557,591.80**
- **High bid** **\$2,144,140.95**

Adjacent Trail – Bid Alternate

- **Not originally budgeted for**
- **Low bid \$71,330.**



Staff Report

DATE: June 3, 2020
TO: Mayor Watts and the City Council
FROM: Michael Maloy, AICP, Planning Director
MEETING: City Council Regular Meeting June 10, 2020
SUBJECT: Reappointment of Herriman City Planning Commission Alternate Members

SUMMARY:

Two alternate members of the Herriman City Planning Commission require reappointment for an additional one-year term of service.

DISCUSSION:

Herriman City Code 10-4-5, which is labeled “Planning Commission,” states the following:

- B. Appointment and Term of Office: The Planning Commission shall consist of seven (7) persons who shall be appointed by the City Council.
1. It is the intent of the City Council that the Planning Commission will represent diverse citizen groups, as well as the broad interests of the City as a whole; that membership should include balanced representation in geographic, professional, neighborhood and community interest; and that a wide range of expertise relating to development of a healthy and well planned community should be sought when appointing commission members. Interests from which expertise might be selected include banking, development, contracting, engineering, geology and seismology, law, ecology, behavioral sciences, historic preservation, architecture, and landscape architecture. It is not, however, intended that Planning Commission members be limited to professionals, but rather, that members represent a cross-section of the community.
 2. Planning Commission members shall be bona fide City residents and qualified electors of the City.
 3. Each Planning Commission member shall be appointed for a term of three (3) years which shall begin upon appointment.
 4. Planning Commission members may be reappointed for successive terms.
 5. The City Council may remove any member of the Planning Commission whenever it appears that such removal would be in the best interests of the City, as determined by the City Council.

6. Any vacancy occurring on the Planning Commission by reason of death, resignation, or removal shall be promptly filled by the City Council, for the unexpired term of such member.
7. Any vacancy occurring on the Planning Commission by reason of expiration of term shall be promptly filled by the City Council.
8. *The City Council, may appoint three (3) alternate Planning Commission members who shall serve terms of one year.* The reappointment, removal, and vacancy of alternate Planning Commission members shall be the same as for regular Planning Commission members. Alternate members of the Planning Commission may serve on the Planning Commission in the absence of a Planning Commission member (italics added).

As per City Code, the City Council may consider the reappointment of the following two individuals as alternate members of the Herriman City Planning Commission:

- Heather Garcia as an **alternate** Planning Commission member in District 3
 - Attended 21 of 21 Planning Commission meetings held during past 12 months
 - Voted in 10 Planning Commission meetings
 - Attended annual training on the “Open and Public Meetings Act” in Utah
 - Completed the Utah League of Cities & Towns Land Use Training course
- Joy Kaseke as an **alternate** Planning Commission member in District 4
 - Attended 10 of 21 Planning Commission meetings held during past 12 months
 - Voted in 3 Planning Commission meetings

The City Council discussed this issue during the May 27, 2020, work meeting and directed staff to schedule the proposed reappointments for formal consideration on June 10, 2020, during the regular City Council meeting.

RECOMMENDATION:

Recommend approval of a resolution to reappoint Herriman City residents Heather Garcia and Joy Kaseke as Alternate Members of the Herriman City Planning Commission.

ATTACHMENT:

- A. Resolution to Reappoint Planning Commission Alternates
- B. Planning Commission Membership Chart

Attachment A
Resolution to Reappoint Planning Commission Alternates

HERRIMAN, UTAH
RESOLUTION NO. _____

**A RESOLUTION REAPPOINTING TWO ALTERNATE MEMBERS TO
THE HERRIMAN CITY PLANNING COMMISSION**

WHEREAS, the Herriman City Council (the “*Council*”) met in a regular session on June 10, 2020, to consider, among other things, reappointing two alternate members to the Planning Commission; and

WHEREAS, the Council has adopted an ordinance that created the Planning Commission; and

WHEREAS, the ordinance creating a Planning Commission provides that the Council may reappoint alternate members to the Planning Commission; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Herriman to make reappointments as set forth below.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby reappoints the following two alternate members to the Planning Commission to the terms set forth opposite her name:

<u>NAME</u>	<u>TERM</u>	<u>DATE TERM EXPIRES</u>
Heather Garcia	1 year	May 2021
Joy Kaseke	1 year	May 2021

PASSED AND APPROVED this 10th day of June 2020.

HERRIMAN CITY COUNCIL

By: _____
Mayor David Watts

ATTEST:

Jackie Nostrom, MMC
City Recorder

Attachment B
Planning Commission Membership Chart

Herriman City Planning Commission Membership Chart

No.	Name	Appointment Date	Expiration Date	District 1	District 2	District 3	District 4	Regular	Alternate
1	Chris Berbert	July 10, 2014	July 2022	X				X	
2	Andrea Bradford	August 10, 2016	July 2022			X		X	
3	Jackson Ferguson	March 28, 2018	March 2021				X	X	
4	Adam Jacobson	May 8, 2014	July 2021		X			X	
5	Lorin Palmer	March 28, 2018	May 2022	X				X	
6	Andrew Powell	March 28, 2018	March 2021		X			X	
7	Brody Rypien	March 28, 2018	March 2021			X		X	
8	Joy Kaseke	May 1, 2019	May 2021				X		X
9	Heather Garcia	May 1, 2019	May 2021			X			X
10	Vacant								
TOTAL				2	2	3	2	7	2



Staff Report

DATE: June 3, 2020

TO: Mayor Watts and the City Council

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council Regular Meeting June 10, 2020

REQUEST: Zoning Map Amendment from AMSD Auto Mall Special District to C-2 Commercial
Applicant: Herriman City
Address: 4950 W 12600 South (approximate)
Zone: AMSD Auto Mall Special District
Acres: 6.3± of real property
File Number: Z2020-026

Summary

The applicant has requested approval of a Zoning Map amendment from AMSD (Auto Mall Special District) to C-2 (Commercial). The subject property is part of the proposed Auto Mall development, which has commercial frontage along 12600 South (see Attachment A – Existing Zoning Map, and Attachment B – Proposed Zoning Map).

Site

This site is located at approximately 4950 W 12600 South and contains 6.3± acres of vacant property. Including the abutting right-of-way, the zoning map amendment encompasses 6.664± acres.

General Plan

The City has designated the property as “Commercial” on the Future Land Use Map in the Herriman City 2025 General Plan. The proposed zoning amendment is consistent with this designation.

Process

A rezone is a legislative decision. City Code requires the Planning Commission to hold a public hearing on the request and vote to make a recommendation to the City Council. The City Council will then hold a public meeting on the application and make a final decision.

Notices

For the Planning Commission public hearing, which the City held on May 7, 2020, staff mailed notices to all property owners within 300 feet of the subject property. The City mailed notices to seven property owners and affected entities on April 27, 2020. At this time, staff has not received any public comments regarding the proposed rezone.

Discussion

The subject property is currently zoned AMSD Auto Mall Special District. The City had recently rezoned the property AMSD to promote private development of a commercial auto mall and ancillary uses. The property that fronts along the north side of 12600 South, which the City has planned for commercial services, was also rezoned by the City several months ago.

When the previous zoning was approved, the City did not know the exact size or depth of property that would be preferred by future commercial investors and tenants. However, the City has now received a proposed subdivision plat that reflects the preferred depth of commercial property between the proposed auto mall and 12600 South. The requested zoning map amendment, which is consistent with the proposed commercial subdivision, would extend the C-2 Zone northward to encompass an additional 6.3 acres of property.

During the May 27, 2020, City Council work meeting, the Council requested additional information regarding the acreage and potential development pattern of the AMSD if the Council approved the proposed amendment. For the Council's reference, staff has attached a map of adjacent properties that could be zoned AMSD. Staff estimates the total area that could be zoned AMSD is approximately 111 acres, which includes 13 acres east of Mountain View Corridor (see Attachment C – Potential Expansion of AMSD).

The staff has also included a map that depicts the current development proposal for the AMSD and C-2 zoning districts if the proposed amendment is approved (see Attachment D – Conceptual Plan).

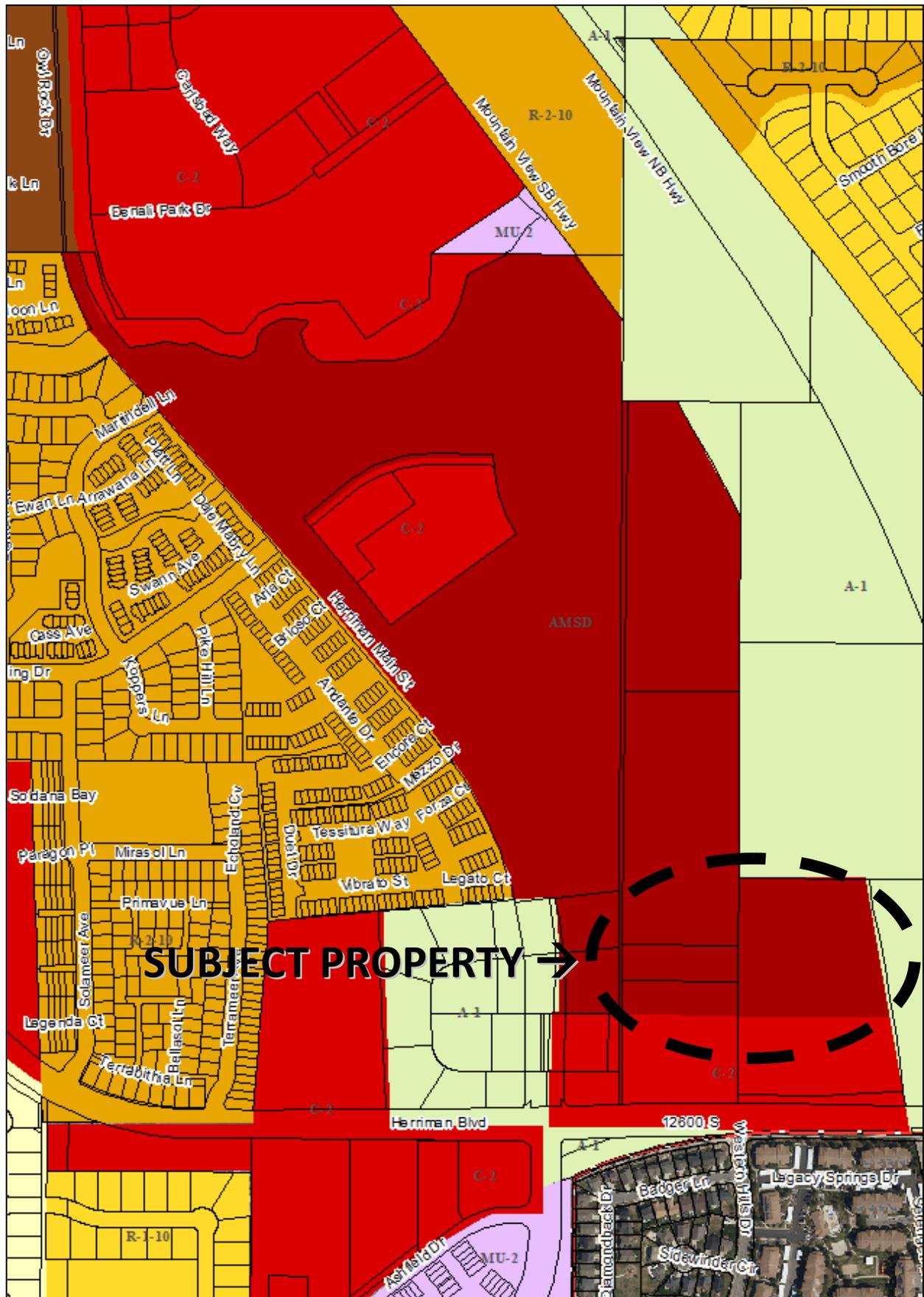
Recommendation

On May 7, 2020, the Herriman City Planning Commission voted 6-0 to recommend approval of application number Z2020-026, which rezones approximately 6.664 acres of property located approximately at 4950 W 12600 South from AMSD Auto Mall Special District Zone to C-2 Commercial Zone. This recommendation is based on a finding that the proposed amendment is consistent with the Herriman City General Plan and Land Development Code (see Attachment E – Draft Ordinance to Amend Zoning Map).

Attachments

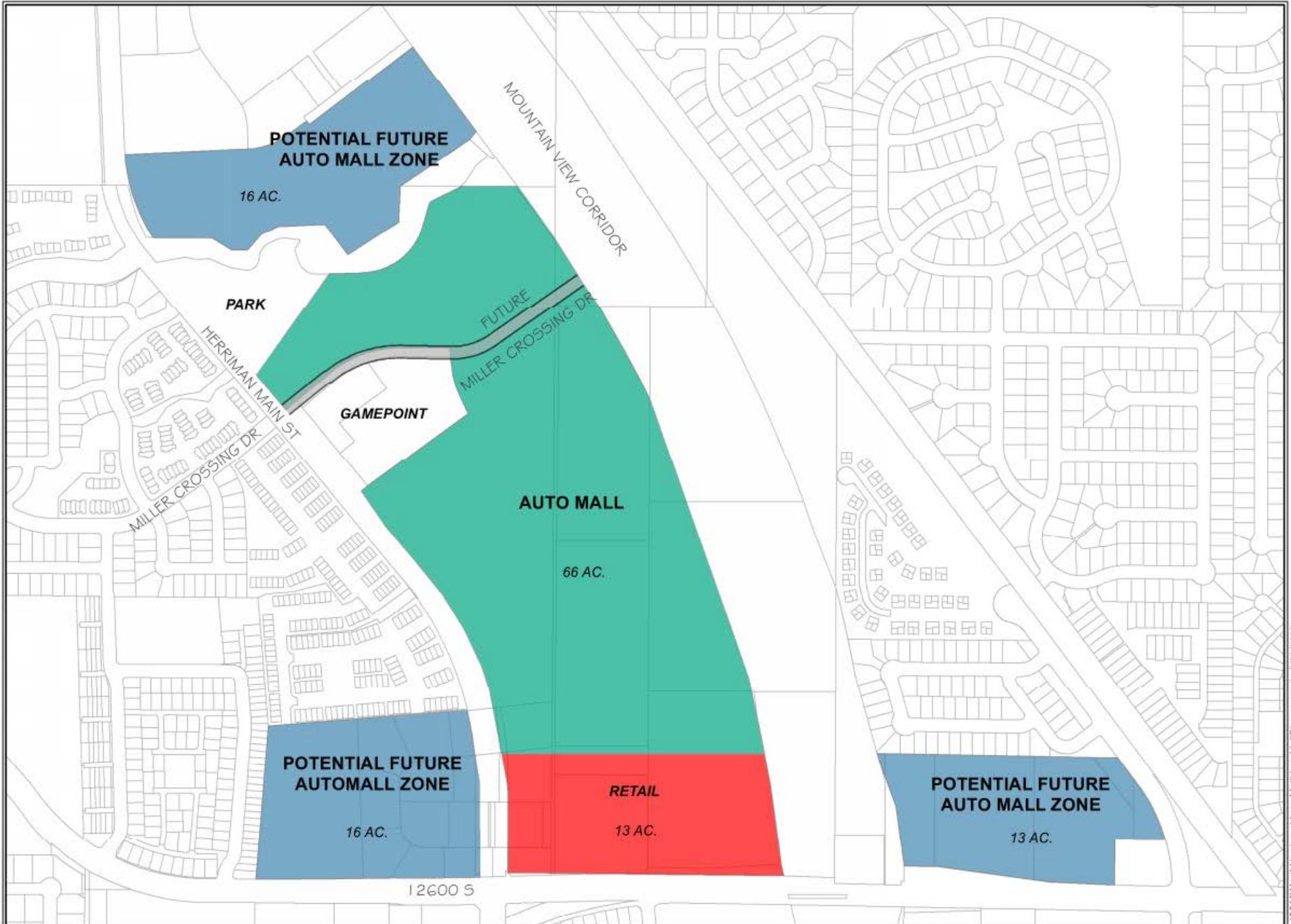
- A. Existing Zoning Map
- B. Proposed Zoning Map
- C. Potential Expansion of AMSD
- D. Conceptual Plan
- E. Draft Ordinance for Zoning Amendment

Attachment A
Existing Zoning Map



Attachment B
Proposed Zoning Map

Attachment C
Potential Expansion of AMSD



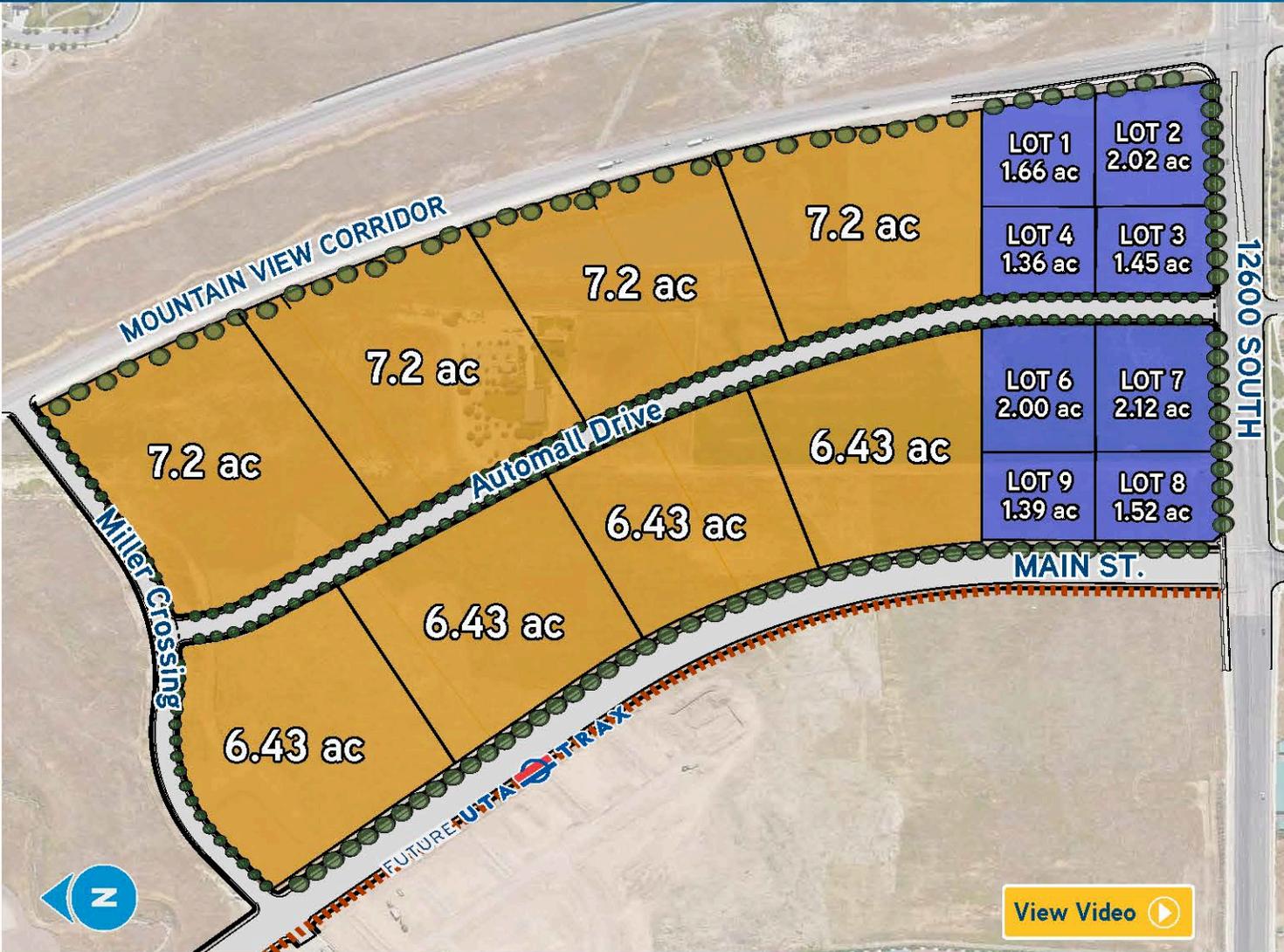
HERRIMAN AUTO MALL



Attachment D
Conceptual Plan

Herriman Automall & Retail Development

MOUNTAIN VIEW CORRIDOR & 12600 SOUTH | HERRIMAN, UTAH 84096



Property Information

- > Fastest growing market in Utah
- > Retail pads and automall lots
- > Retail 1,200 - 10,000 SF space available
- > 160,000 SF GLA retail space
- > Approved for 60+ acre automall anchor
- > Direct freeway access
- > 0.67 Mile of Mountain View Corridor frontage
- > 0.62 mile frontage on newly expanded Main Street
- > 1/4 Mile of frontage on 12600 South between MVC and the new Main Street expansion
- > Future TRAX station planned at Main and Miller Crossing
- > 4 hard corner pads on 2 lighted intersections
- > Lease, sale, build-to-suit or ground lease
- > Call for availability and pricing

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Attachment E
Draft Ordinance for Zoning Amendment

HERRIMAN, UTAH
ORDINANCE NO. 20-

**Z2020-026 – HERRIMAN CITY ZONING MAP AMENDMENT TO
REZONE PROPERTY FROM AMSD AUTO MALL SPECIAL DISTRICT TO
C-2 COMMERCIAL**

WHEREAS, the City of Herriman, pursuant to state law, may adopt a zoning map to establish regulations for land use and development; and

WHEREAS, pursuant to state law, the Planning Commission shall prepare and recommend to the City Council the proposed zoning map amendment; and

WHEREAS, pursuant to City of Herriman Land Development Code, the Planning Commission shall hold a public hearing and provide reasonable notice at least ten (10) days prior to the said public hearing to prepare and recommend to the City Council the proposed zoning map amendment; and

WHEREAS, a notice of a Planning Commission public hearing on the zoning map amendment was mailed on April 27, 2020, for a meeting to be held on May 7, 2020, at 7:00 p.m.; and

WHEREAS, the Planning Commission made a recommendation on the zoning map amendment in a public meeting held on May 7, 2020, at 7:00 p.m. in the City Council Chamber; and

WHEREAS, pursuant to Herriman City Code, the City Council must hold a public meeting; and

WHEREAS, the City Council public meeting was held on June 10, 2020, at 7:00 p.m.; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Herriman City to adopt the zoning map amendment as recommended by the Planning Commission;

NOW, THEREFORE, be it ordained by the Herriman City Council that the following legal description, which contains 6.664± acres of property located at approximately 4950 W 12600 South be amended on the official zoning map of the City from AMSD Auto Mall Special District Zone to C-2 Commercial Zone:

Herriman City
Rezone Legal Description for Northerly Portion of Grove Subdivision
June 2, 2020

Beginning at the Southeast corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°36'57" West 322.13 feet; thence North 0°23'03" East 359.77 feet, to the POINT OF BEGINNING, and running thence North 87°53'51" West 1275.81; thence North 0°23'02" East 79.51 feet, to a point on a 1593.00 foot radius curve to the left; running thence along said curve a distance of 128.79 feet (chord bears North 01°51'39" West 128.76 feet; thence EAST 1236.87 feet, to a point on a 6040.00 foot radius curve to the right; running thence along said curve a distance of 258.41 feet (chord bears South 09°17'36" East 258.34 feet) to the POINT OF BEGINNING.

Contains 6.664± acres

PASSED AND APPROVED this 10th day of June 2020.

HERRIMAN

ATTEST:

Mayor David Watts

Jackie Nostrom, City Recorder

City Council Regular Meeting

Item 9.1 - Zoning Map Amendment

June 10, 2020



AMSD to C-2 Zoning Map Amendment

April 20
2020

- Application initiated by City
- Property owned by City

April 27
2020

- Public hearing notice
- Published April 27, 2020

May 7
2020

- Planning Commission public hearing
- Voted 6-0 to recommend approval

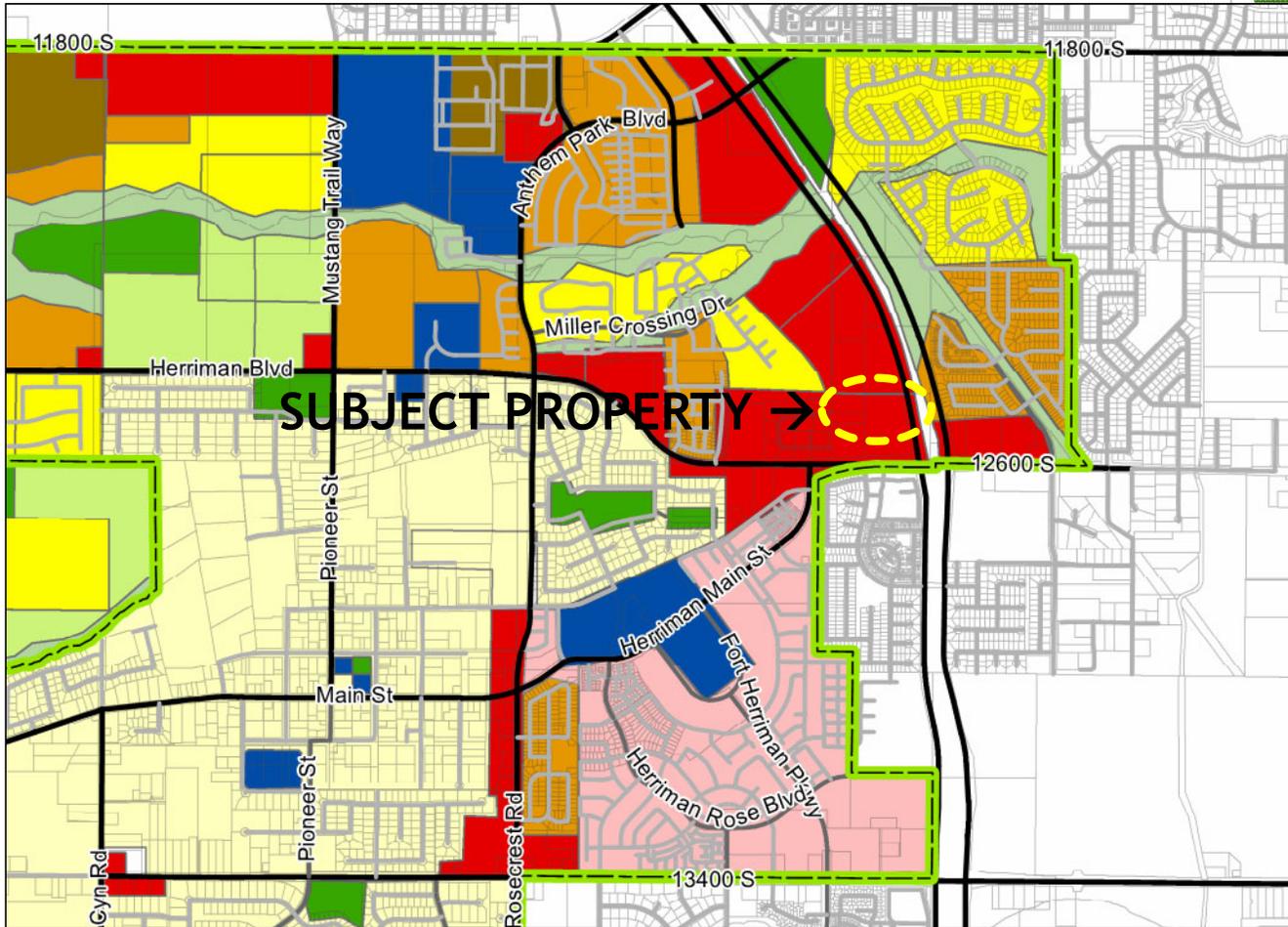
May 27
2020

- City Council Work Meeting
- Discussion of proposal

June 10
2020

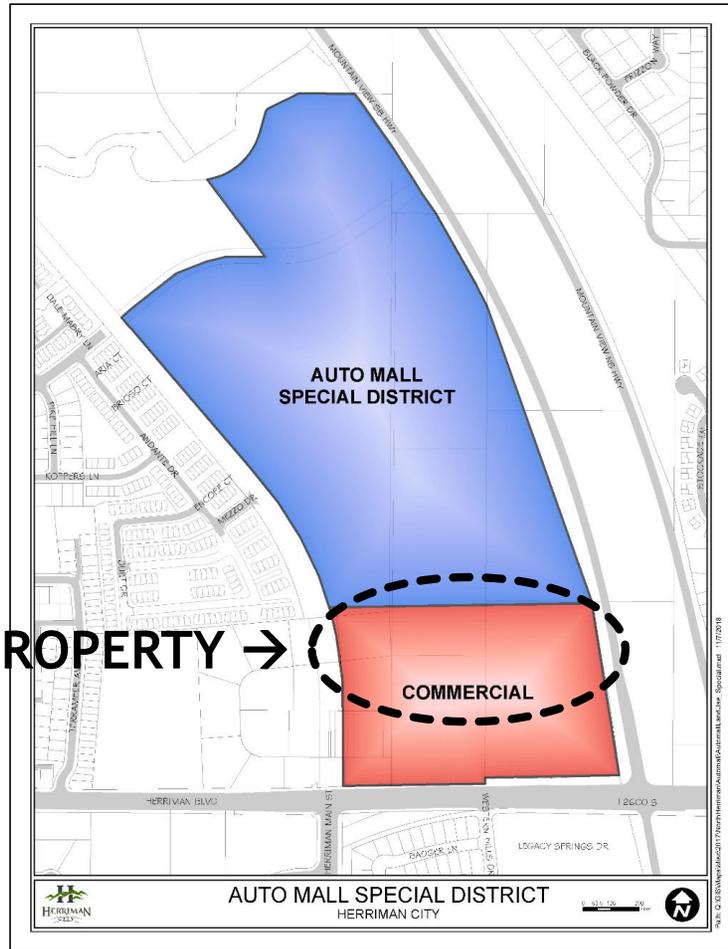
- City Council Regular Meeting
- Vote on proposal

Herriman General Plan

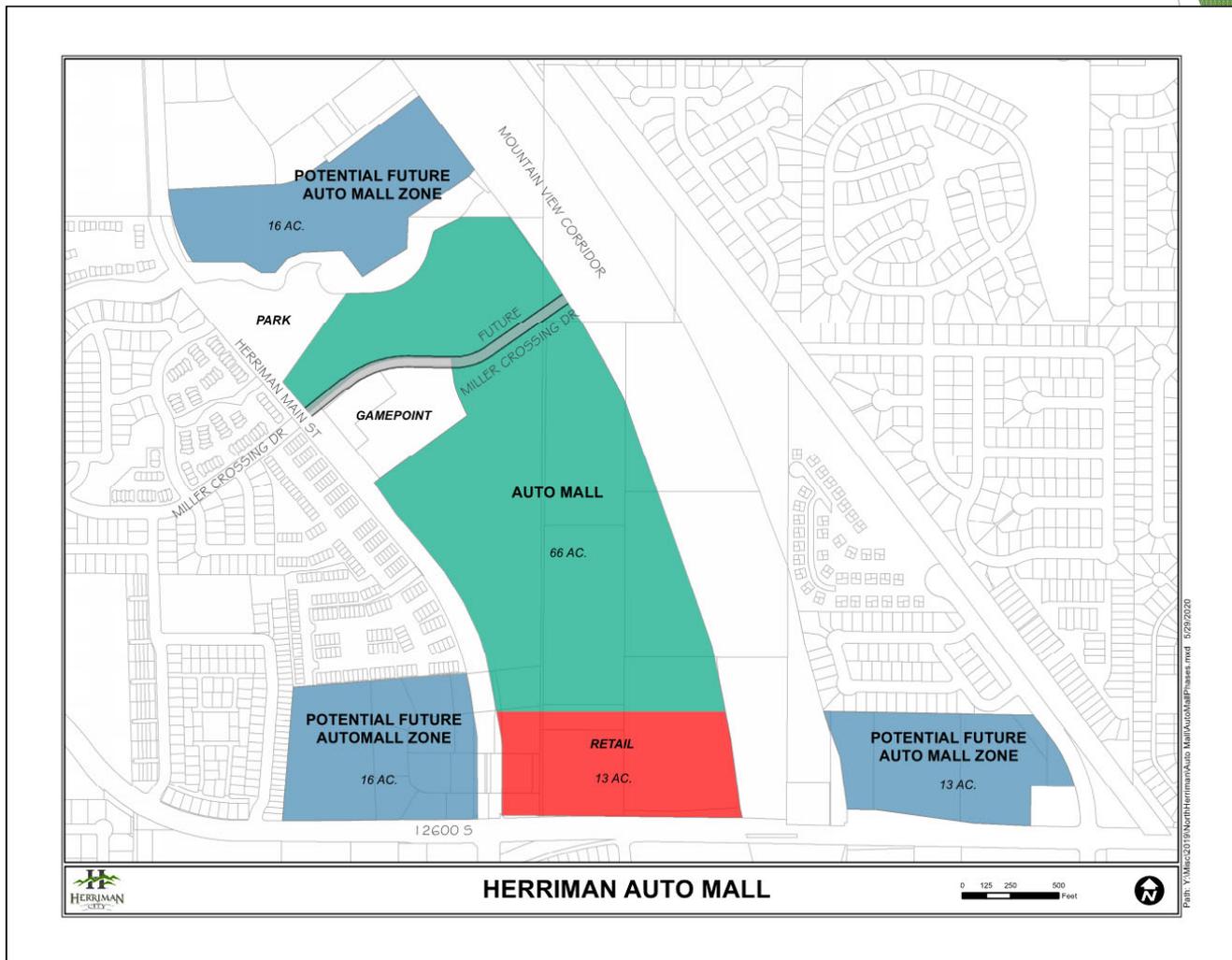


AMSD Auto Mall Special District Boundary

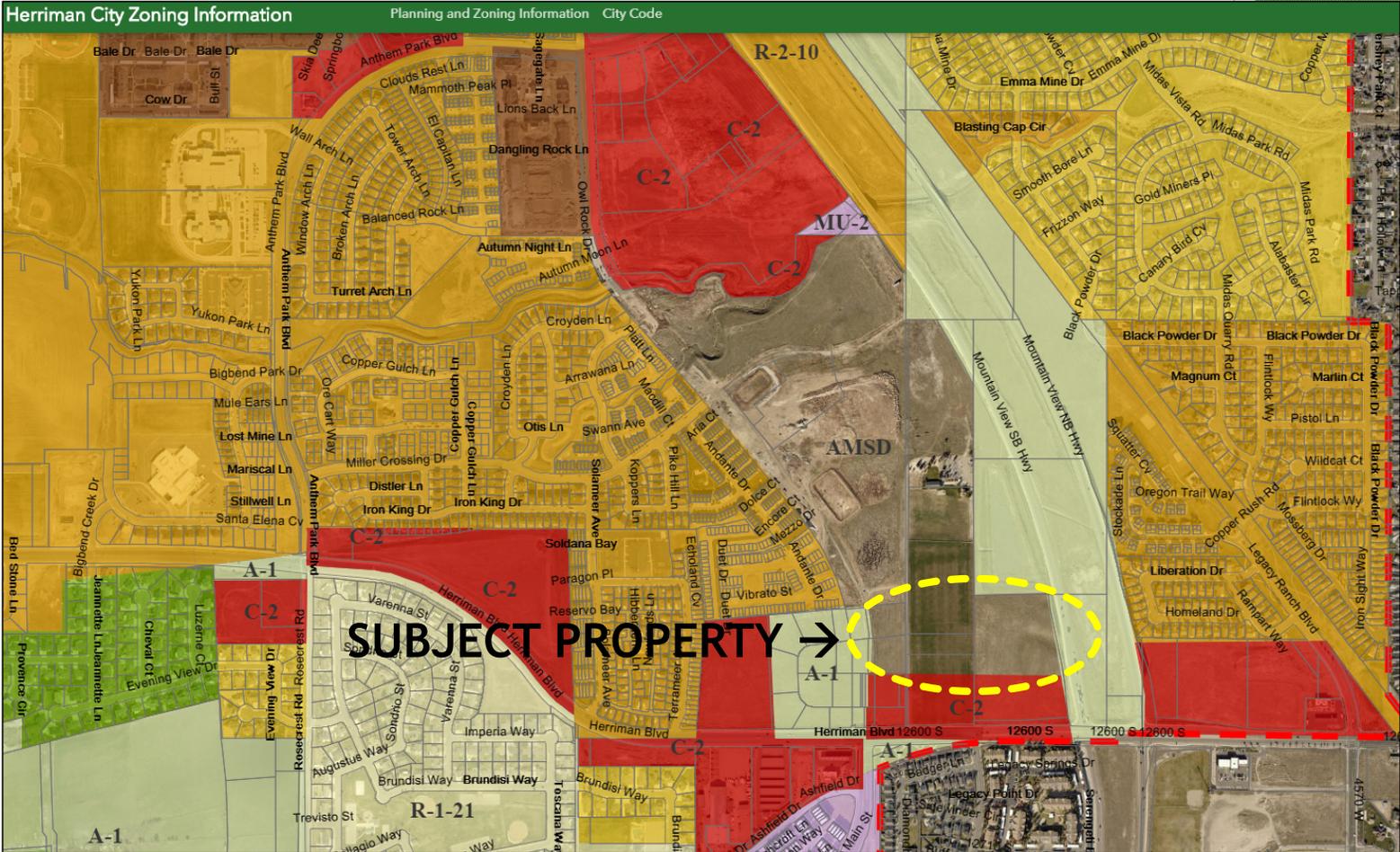
SUBJECT PROPERTY →



Potential Auto Mall Special District if Expanded



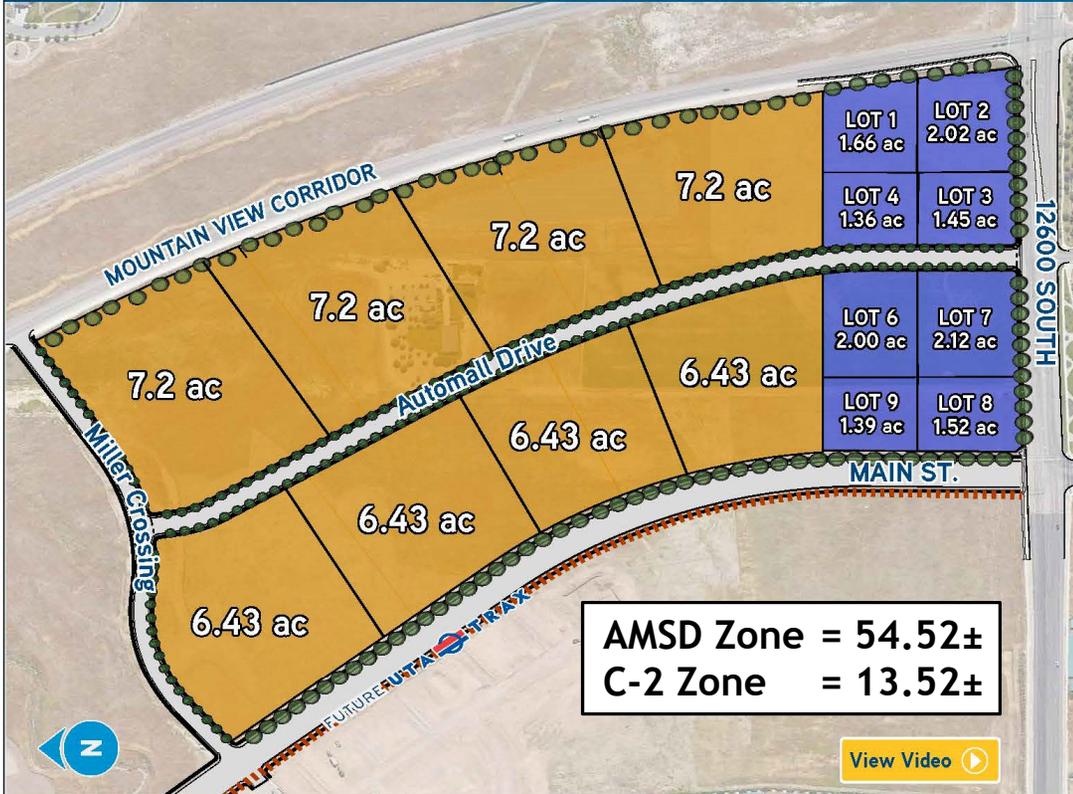
Existing Zoning Map



FOR SALE OR LEASE > LAND

Herriman Automall & Retail Development

MOUNTAIN VIEW CORRIDOR & 12600 SOUTH | HERRIMAN, UTAH 84096



Property Information

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STAFF REPORT

DATE: June 4, 2020

TO: The Honorable Mayor and City Council

FROM: Alan Rae, Finance Director

SUBJECT: Adoption of the Final Budget for Fiscal Year 2020-2021 and Amended 2019-2020 Budget

RECOMMENDATION:

Approval of an Ordinance adopting the final Budget for Fiscal Year 2020-2021 and Revised Budget for Fiscal Year 2019-2020.

DISCUSSION:

The following schedule has been followed in relation to the proposed budget:

April 8	Presentation of the Tentative Budget
April 22	Discussion of the Tentative Budget
May 13	Approval of the Tentative Budget
May 14	Published budget to the Public
May 27	Additional Discussion of the Tentative Budget
May 27	Public Hearing

The City has followed all of the required elements of the budget and it is now for consideration for the Council to adopt or adjust. The adoption must take place no later than June 20, 2020.

HERRIMAN, UTAH
ORDINANCE NO.

**AN ORDINANCE OF HERRIMAN CITY ADOPTING A FINAL BUDGET;
MAKING APPROPRIATIONS FOR THE SUPPORT OF HERRIMAN CITY FOR THE
FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021;
REVISING THE 2019-2020 FISCAL YEAR BUDGET; APPROVING THE MASTER FEE
SCHEDULE AND DETERMINING THE RATE OF TAX AND LEVYING TAXES UPON
ALL REAL AND PERSONAL PROPERTY WITHIN THE HERRIMAN CITY, UTAH**

WHEREAS, on April 8, 2020, the Finance Director of Herriman City (the "City") submitted to the Herriman City Council (the "Council") a tentative budget including all supporting schedules and data (the "*Tentative Budget*") for the fiscal year beginning July 1, 2020, and ending June 30, 2021; and

WHEREAS, on May 13, 2020, the Tentative Budget was acknowledged as received and was officially placed in the City Recorder's office for inspection by the general public during normal office hours; and

WHEREAS, on May 19, 2020, notice of a public hearing to consider the Tentative Budget was published in the *Salt Lake Tribune*; and

WHEREAS, on May 27, 2020, a public hearing to receive public comment and consider adoption of a final budget was held at 7:30 p.m. in the Council chambers located at 5355 West Herriman Main Street, Herriman, Utah; and

WHEREAS, all interested persons in attendance at the public hearing were given an opportunity to be heard, for or against, the estimate of revenues and expenditures or any item thereof in the Tentative Budget; and

WHEREAS, the City has published the necessary notice and held the public hearing required prior to adopting the proposed property tax rate and setting the property tax levy; and

WHEREAS, it is the intent and desire of the City to comply with all applicable State and local laws regarding the adoption of the budget, the adoption of a property tax rate, and the levying of property taxes; and

WHEREAS, the Council finds that it has satisfied all legal requirements required to adopt a budget, adopt a tax rate and levy property taxes, and that it is in the best interests of the citizens of the City to adopt a final budget for the City, determine the tax rate and levy taxes upon all real and personal property within the City.

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

Section 1. Budget Adoption.

A. The Tentative Budget attached hereto, as amended, and by this reference incorporated herein, is hereby appropriated for the corporate purposes and objects of the City for the fiscal year commencing July 1, 2020, and ending June 30, 2021, and is hereby adopted as the “Budget of Herriman City, Utah for the fiscal year 2020-2021” (the “*Budget*”).

B. Pursuant to UTAH CODE ANN. § 10-6-118, a copy of the Budget for each fund within the Budget shall be certified by the Finance Director as the “Budget Officer” and it is hereby directed that it be filed with the State Auditor by June 22, 2020.

C. Pursuant to UTAH CODE ANN. § 10-6-118, a certified copy of the Budget shall be filed in the office of the City Recorder and will be available for public inspection during regular business hours.

Section 2. Tax Rate and Levy.

A. For the purpose of defraying the necessary and proper expenses of the City and for maintaining the government thereof, it is hereby determined that the Tax Rate of the general property tax to be levied against all real and personal property within the City made taxable by law for the fiscal year beginning July 1, 2020, and ending June 30, 2021, is hereby set to yield property tax revenues of \$ _____. Therefore the certified tax rate shall be the certified tax rate shall be set at _____ as determined by the Salt Lake County Auditor.

B. There is hereby levied upon all real and personal property within the City made taxable by law for the fiscal year of the City ending June 30, 2021 the tax rate set forth above, on the taxable value of said property, to provide revenue for the “Herriman City General Fund” and for general City purposes.

C. As required by law, the rate hereinabove determined and levied, along with all statements and information required by law, shall be reported to the Salt Lake County Auditor, State of Utah, and the Utah State Tax Commission.

Section 3. Further Action.

A. In addition to the foregoing, the City Manager is hereby directed to implement any other necessary actions pertinent to the adoption of the Budget, the establishment of a tax rate, and the levy of property taxes. Such actions may include, but are not necessarily limited to, notification, reporting, and publishing as required by and consistent with applicable law.

B. Amounts budgeted for contingency, fund balance, and capital projects will be deposited into the Public Treasurer’s Investment Fund (PTIF) for this specific purpose, with continuous regular amounts deposited throughout the fiscal year. Statements of these accounts will be distributed to the Council on a monthly basis along with other expenditure reports.

Section 4. Severability. If a court of competent jurisdiction declares any provision of this resolution invalid, the remainder shall not be affected.

Section 5. Effective Date. This ordinance shall take effect upon passage and posting as required by law.

PASSED AND APPROVED BY THE Council of Herriman, Utah, this 10th day of June 2020.

HERRIMAN CITY COUNCIL

ATTEST:

Mayor David Watts

Jackie Nostrom, MMC
City Recorder