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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
WASATCH COMMERCIAL MANAGEMENT  
299 S MAIN ST 24TH FL  
SALT LAKE CITY UT 84111  
BY: STP, DEPUTY - WI 10 P.

**HERRIMAN, UTAH**  
**RESOLUTION NO. R07-2017**

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN  
APPROVING THE THIRD AMENDMENT TO THE MASTER DEVELOPMENT  
AGREEMENT FOR THE SOUTH HILLS MASTER PLANNED COMMUNITY**

**WHEREAS**, the Herriman City Council ("*Council*") met in regular meeting on February 22, 2017 to consider, among other things, approving the Third Amendment to the Master Development Agreement for the South Hills Master Planned Community; and

**WHEREAS**, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

**WHEREAS**, staff has presented to the Council the Third Amendment to the Master Development Agreement for the South Hills Master Planned Community development agreement for Butterfield ("*Development Agreement*"); and

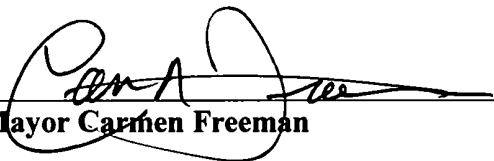
**WHEREAS**, Council has reviewed the Development Agreement and hereby find that it is in the best interests of the both parties to enter into the Development Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** that the Development Agreement is approved, and the city manager and recorder are hereby authorized and directed to execute and deliver the same.

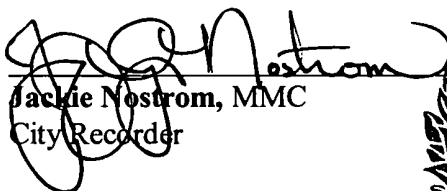
This resolution, assigned no. R07-2017, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this 22<sup>nd</sup> day of February 2017.

**HERRIMAN**

  
\_\_\_\_\_  
Mayor Carmen Freeman

**ATTEST:**

  
\_\_\_\_\_  
Jackie Nostrom, MMC  
City Recorder



**WHEN RECORDED, RETURN TO:**

**Herriman City  
13011 South Main Street  
Herriman, UT 84096**

**THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT  
FOR THE  
SOUTH HILLS MASTER PLANNED COMMUNITY**

THIS THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (“First Amendment”) is made and entered as of the 22<sup>nd</sup> day of February, 2017, by and between the City of Herriman, a Utah municipal corporation (“City”), and Wasatch South Hills Development Company, L.L.C., a Utah limited liability company (“Master Developer”).

**RECITALS**

A. The parties entered into a Master Development Agreement dated March \_\_\_\_, 2009 which was recorded on April 6, 2009 as Entry No. 100666381 in the official books and records of the Salt Lake County Recorder (“Original MDA”) governing the property shown on Exhibit “A” that is attached hereto and incorporated herein by reference (“Property”).

B. The parties have previously amended the Original MDA by a First Amendment dated as of December 9, 2015 which was recorded on February 8, 2016 as Entry No. 12212663 and a Second Amendment dated as of March 23, 2016 which was recorded on

April 18, 2009 as Entry No. 12262844.

C. Given change in the laws of the City regarding processing of Development Applications, including residential subdivisions, it is important to conform the Original MDA to the new processing protocols that benefit the City and the Master Developer.

D. The parties have cooperated in the preparation of this Third Amendment.

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

#### AMENDMENTS

1. **Effect of this Third Amendment.** Other than a specifically amended herein by this First Amendment, the Original Master Development Agreement shall remain in full force and effect.

2. **Adoption of Processing Protocol.** Exhibit "H" ("Processing Protocol for Residential Developments"), attached hereto and incorporated by reference, For the purposes only of processing Development Applications for residential projects the processes specified in Exhibit "H" shall control over any other provisions in the Original MDA including, but not limited to, any provisions in Exhibit "F", the "Technical Guidelines".

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.

MASTER DEVELOPER  
Wasatch South Hills Development Company, LLC

CITY  
City of Herriman

By: John Lindsley

Its: \_\_\_\_\_

*Brett Wood*

By: Brett Wood

Its: City Manager

Approved as to form and legality:



Attest:

*John Brems*  
\_\_\_\_\_  
John Brems  
City Attorney

*John Natom*  
\_\_\_\_\_  
City Recorder

CITY ACKNOWLEDGMENT

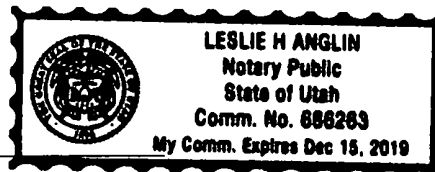
STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE        )

On the \_\_\_\_ day of February, 2017, personally appeared before me Brett Wood who being by me duly sworn, did say that he is the City Manager of the City of Herriman, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Manager acknowledged to me that the City executed the same.

*Leslie H Anglin*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
December 15, 2019

Residing at:  
Herriman, UT





**Exhibit H**

**PROCESSING PROTOCOL FOR RESIDENTIAL DEVELOPMENTS**

**SOUTH HILLS MASTER PLANNED COMMUNITY**

This Processing Protocol specifies how Development Applications (as defined in the MDA) for residential projects are processed by Herriman City.

1. The Development Application shall be designed to a level of detail somewhere about halfway between a “concept plan” and a standard Preliminary Plat. It shall be submitted at least twenty-one (21) days prior to the anticipated Planning Commission date and include the following:
  - 1.1. The number of acres proposed to be developed;
  - 1.2. The general layout of the lots and roads;
  - 1.3. If the roads are intended to be private the width and cross section shall be specified;
  - 1.4. The number of Residential Dwelling Units to be developed which shall not exceed that number allowed in that pod under the MDA;
  - 1.5. A table showing number of Residential Dwelling Units in the Development Application, the total number of Residential Dwelling Units allowable for the Project under the MDA, the number of Residential Dwelling Units previously approved for use within the Project and the number of Residential Dwelling Units remaining to be developed;
  - 1.6. The general types of products that are to be developed on the various lots;
  - 1.7. The setbacks for that product type, as approved in the MDA;
  - 1.8. The existing contours at vertical intervals of not more than two feet (2');
  - 1.9. At least 10% of the lots in the Development Application constituting a representative sample of the types of product shall show the lot sizes and dimensions;
  - 1.10. For multi-family dwellings the Development Application shall specify whether the units are intended to be load for cars by the front or rear sides;
  - 1.11. Areas and approximate acreages to be developed for Parks, Trails and Open Space, and who will own and maintain the Parks, Trails and Open space;
  - 1.12. The general location of any public trails;
  - 1.13. A description or depiction of the general amenities proposed for any Park;
  - 1.14. A table showing the amounts of Parks, Trails and Open Space required for the entire project, that amount in the Development Application and the amount previously approved showing how that compares in ratio as provided in Section 9.2 of the MDA (i.e., maintain a roughly pro rata ratio between the development of Residential Dwelling Units and the creation of Parks, Trails and Open Space);
2. The Development Application is not required to show:

- 2.1. Details of how the Residential Dwelling Units will be configured on the lots including lot dimensions (except as provided in Section 1.7), driveway placement, , building heights and other such details;
  - 2.2. Road profiles or other infrastructure details;
  - 2.3. Elevations or other illustration or details of the Residential Dwelling Units proposed;
  - 2.4. Details of any amenities proposed for any Parks, Trails and Open Space.
3. Staff will review the Development Application to advise the Planning Commission whether the Development Application complies with the MDA and the City's Vested Laws. If the Development Application does comply with the MDA and the City's Vested Laws then the Planning Commission shall approve the Development Application.
4. If the Development Application does not contain elevations or other illustration or details of the Residential Dwelling Units proposed or details of any amenities proposed for any Parks, Trails and Open Space then those details shall be provided for review by the Planning Commission at a subsequent meeting prior to Staff approving a Final Plat.
5. If the elevations or other illustration or details of the Residential Dwelling Units proposed and the details of any amenities proposed for any Parks, Trails and Open Space comply with the MDA including the Technical Guidelines then the Planning Commission shall approve the Development Application.
6. Prior to approval of a final Plat the Staff shall require that all aspects of the Development Application comply with the MDA and the City's Vested Laws.
7. Prior to approval of any building permit for a Residential Dwelling Unit authorized as a part of the approval of the Development Application the Architectural Review Committee for the Project shall provide the City with a letter stating that the Residential Dwelling Unit complies with the MDA and the Technical Guidelines.
8. The City may deem any failure of the Final Plat to or the approval of any Residential Dwelling Unit to comply with the MDA, the Technical Guidelines and the City's Vested Laws to be a breach of the MDA pursuant to the Default provisions of the MDA, Section 18.

First American Title Insurance Company

Commitment Number: 43062

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Commencing at the Quarter corner common with Sections 7 and 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°27'50" West, along the Section Line common with Sections 7 and 8, to the Northwest corner of Government Lot 2, Section 8, a distance of 1343.35 feet; thence North 89°38'44" East along the North line of said Government Lot, a distance of 1316.08 feet, to the Point of Beginning for this description; thence North 89°35'44" East, to a point lying on the North-South Quarter Section Line, a distance of 1316.08 feet; thence North 89°38'00" East, along the North line of Government Lot 4, Section 8 to the Northeast corner of said Government Lot, further herein after referred to as Point A, a distance of 1316.89 feet; thence South 00°36'41" West, along the East line of said Government Lot, to a point lying on the Section Line common with Sections 8 and 17, a distance of 1329.78 feet; thence, South 00°36'05" West, along the East line of Government Lot 1, Section 17, and along the line common with Government Lots 6 and 7, Section 17, to a point lying on the East-West Quarter Section Line of Section 17 further herein after referred to as Point B, said point also being the corner common with Government Lots 6 and 7 of Section 17, a distance of 2658.66 feet; thence, South 88°45'17" West, along said line, a distance of 656.17 feet; thence, North 00°33'48" East, a distance of 1995.11 feet; thence, North 89°07'38" East, a distance of 328.66 feet; thence North 00°34'54" East, to a point lying on the line common with Sections 8 and 17, a distance of 669.53 feet; thence, South 89°25'56" West, along said Section Line to the Quarter Corner common with Sections 8 and 17, a distance of 986.69 feet; thence, South 89°26'58" West, continuing along the line common with Sections 8 and 17 to a point further herein after referred to as Point C, said point also being the corner common with Government Lots 2 and 3, Section 8, a distance of 1315.12 feet; thence, North 00°30'28" East, along the line common with Government Lots 2 and 3 of Section 8, a distance of 1338.86 feet, to the Point of Beginning.

ALSO, Beginning at Point B herein above described and running thence, North 00°36'05" East, along the line common with Government Lots 6 and 7, Section 17, a distance of 60.03 feet; thence, North 88°45'17" East, to the line common with Sections 16 and 17, a distance of 1312.41 feet; thence, South 00°40'51" West, along said line to the Quarter Corner common with Sections 16 and 17, a distance of 60.03 feet; thence, South 00°38'37" West, along the line common with Sections 16 and 17, a distance of 700.00 feet; thence, North 89°25'24" West, a distance of 600.00 feet; thence South 00°38'36" West, a distance of 450.00 feet; thence, South 89°21'24" East, a distance of 300.00 feet; thence, North 00°38'36" East, a distance of 150.00 feet; thence, South 89°21'24" East, to a point lying on the line common with Sections 16 and 17, a distance of 300.00 feet; thence, North 00°38'37" East, along said line a distance of 9.55 feet; thence, South 89°21'23" East, to the easterly right-of-way of 3200 West, a distance of 50.00 feet; thence, North 00°38'37" East, along said right-of-way, a distance of 817.05 feet; thence, South 56°17'21" East, a distance of 1107.49 feet; thence, South 90°38'37" West, to a point lying on the East-West Sixteenth Line of the Southwest Quarter of Section 16, a distance of 532.17 feet; thence North 89°23'34" West, along said line, a distance of 316.87 feet; thence South 00°38'13" West, a distance of 517.34 feet; thence, along the arc of a curve to the right, having a radius of 400.00 feet, the center of which bears North 04°51'32" East, through a central angle of 52°30'26", a distance of 366.57 feet; thence South 61°43'40" West, a distance of 1907.23 feet; thence, North 47°46'30" West, a distance of 92.37 feet; thence, along the arc of a curve to the left, having a radius of 500 feet, through a central angle of 37°47'00", a distance of 329.72 feet; thence North 85°22'21" West, a distance of 409.27 feet; thence, along the arc of a curve to the right, having a radius of 300 feet, through a central angle of 31°30'10", a distance of 164.95 feet; thence, South 36°07'53" West, a distance of 286.80 feet; thence, along the arc of a curve to the right, having a radius of 500 feet, through a central angle of 44°06'27", a distance of 384.91 feet; thence, along the arc of a curve to the left, having a radius of 200 feet, through a central angle of 09°37'01" to a point lying on the line common with Sections 17 and 20, a distance of 33.57 feet; thence, South 89°28'20" West, along the line common with Sections 17 and 20 to the Section Corner common with Sections 17, 18, 19, and 20, a distance of 2476.92 feet; thence, North 01°40'37"

ALTA Commitment  
Exhibit "A"

(43062.PFD/43062/7)



First American Title Insurance Company

Commitment Number: 43062

EXHIBIT "A"

(Continued)

East, along the line common with Sections 17 and 18, a distance of 2403.75 feet; thence, North 88°45'17" East, to a point lying on the North-South Quarter Section Line of Section 17, a distance of 2569.51 feet; thence, South 00°31'23" West, along said North-South Line to the South Sixteenth Corner of Section 17, a distance of 1107.22 feet; thence, North 89°08'29" East, along the East-West Sixteenth Line of the Southeast Quarter of Section 17 to the Southeast Sixteenth Corner of Section 17, a distance of 1310.69 feet; thence, North 00°35'03" East, along the North-South Line of Southeast Quarter of Section 17, a distance of 1335.46 feet, to the Point of Beginning referenced earlier as Point B.

ALSO, Beginning at Point C herein above described and running thence, South 00°29'33" East, a distance of 1750.08 feet; thence, South 89°07'35" West, a distance of 974.46 feet; thence, South 00°52'25" East, a distance of 662.00 feet; thence, South 89°07'35" West, to a point lying on the line common with Sections 17 and 18; a distance of 329.00 feet; thence, North 00°52'25" West, along said line to the corner common with Sections 8 and 17, a distance of 2419.45 feet; thence, North 89°26'58" East, along the line common with Sections 8 and 17, a distance of 1315.12 feet, to the Point of Beginning referenced earlier as Point C.

ALSO, Commencing at corner common to Sections 15, 16, 21 and 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence, North 89°41'28" West, along the line common with Sections 16 and 21, a distance of 1470.20 feet to the Point of Beginning for this description; thence, North 89°41'28" West, along said line to the Quarter Corner common with Sections 16 and 21, a distance of 1216.82; thence, North 89°08'29" West; continuing along said line, a distance of 1653.50 feet; thence North 00°38'01" East, a distance of 1924.66 feet; thence South 89°23'34" East, a distance of 330.62 feet; thence, South 00°37'49" West, to the Southwest Sixteenth Quarter of Section 16, a distance of 9.16 feet; thence, South 89°23'34" East along the East-West Sixteenth Line of the Southwest Quarter of Section 16, a distance of 330.62 feet; thence, South 00°37'37" West, a distance of 659.20 feet; thence, South 89°16'01" East, to a point lying on the North-South Quarter Line of Section 16, a distance of 991.98 feet; thence, North 00°37'02" East, along said North-South Line, a distance of 168.48 feet; thence, along the arc of a curve to the left, having a radius of 11,314.71 feet, the center of which bears North 27°35'17" East, through a central angle of 06°42'58", a distance of 1326.27 feet; thence, South 00°10'16" West, a distance of 292.38 feet to the Point of Beginning.

Together with the rights, privileges and easements as more particularly defined in that certain Cross-Easement Agreement dated December 11, 2007 by and between Wasatch South Hills Development Co., LLC, a Utah Limited Liability Company and Key Bank NA, as Trustee of the Irrevocable Jack W. Kunkler Trust A, Share B, and recorded December 12, 2007 as Entry No. 10298125 in Book 9547 at page 4454 of Official Records.

Less and Excepting from the property first described above the following described parcel known as the right-of-way for the Welby Jacob Canal:

Commencing at Point A herein above described and running thence, South 00°36'41" West, along the East line of Government Lot 4, Section 8, to a point on the Northeasterly right-of-way of the Welby Jacob Canal, a distance of 260.80 feet, to the Point of Beginning for this description; thence, South 00°36'41" West, along said Government Line, to a point on the Southwesterly right-of-way of the Welby Jacob Canal, a distance of 106.65 feet; thence, North 27°02'30" West, along said Southwesterly right-of-way to a point lying on the North Line of Government Lot 4, a distance of 411.16 feet; thence, North 89°38'00" East, along said line to a point lying on the Northeasterly right-of-way of the Welby Jacob Canal, a distance of 55.40 feet; thence, South 27°02'30" East, along said Northeasterly right-of-way to the Point of Beginning.

ALTA Commitment  
Exhibit "A"

(43062.PFD/43062/7)

First American Title Insurance Company

Commitment Number: 43062

**EXHIBIT "A"**

(Continued)

Reserving and excepting unto the FEDERAL LAND BANK OF BERKELEY, an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath that portion of the above described property more particularly identified as Parcel Identification Numbers 33-17-200-017 and 33-17-400-006, together with the right of entry and all other rights, including all right of way and easements, which may be necessary for the development, production and removal of all such substances and minerals and full enjoyment, dated January 23, 1941 and recorded April 1, 1941 as Entry No. 900972 in Book 266 at Page 107 of the Official Records.

EXCEPTING FROM that portion of the above described property more particularly identified as Parcel Identification Number 33-17-100-017 all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid or gaseous form and all steam and other forms of thermal energy on, in or under subject property without surface entry excepted by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah Corporation Sole, in that certain Special Warranty Deed recorded October 4, 1989 as Entry No. 4831142 in Book 6164 at Page 2807 of Official Records.

EXCEPTING FROM that portion of the above described property more particularly identified as Parcel Identification Numbers 33-16-300-017, 33-16-300-023 and 33-16-300-032 all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land.

Parcel Identification Numbers: 33-08-300-007, 33-08-400-023, 33-08-400-027-4001, 33-08-400-027-4002, 33-17-200-011, 33-17-200-017, 33-16-300-030, 33-16-300-031, 33-16-300-012, 33-16-300-016, 33-16-300-017, 33-17-300-001, 33-17-300-003, 33-17-400-006, 33-17-400-011, 33-17-400-012, 33-17-100-017, 33-17-100-019, 33-16-300-019, 33-16-300-023, 33-16-300-032 and 33-16-400-014.