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Gary W. Ott
Recorder, Salt Lake County, UT
NORTH AMERICAN TITLE LLC
BY: eCASH, DEPUTY - EF 17 P.

WHEN RECORDED, RETURN TO:

RSL Training Academy, LLC
Attn: Robert B. Funk
595 South Riverwoods Pkwy Ste 400
Logan, UT 84321

Affecting Parcel Nos. 33-08-326-004
33-08-326-001
33-08-326-002

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into by and among **HERRIMAN CITY**, a political subdivision of the State of Utah (“**City**”); **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY**, a Utah political subdivision (“**Agency**”); and **RSL TRAINING ACADEMY, LLC**, a Utah limited liability company (“**RSL**” or “**Developer**”). City and Agency are sometimes collectively referred to herein as “**Herriman**.” Herriman and RSL may be referred to herein collectively as “**Parties**” or individually as a “**Party**.”

RECITALS

A. Agency is the owner of approximately 31 acres of land located at approximately 14900 South 3600 West in Salt Lake County, Utah, which land is more particularly described on the attached Exhibit A-1 (the “**Subject Property**”). The Subject Property’s boundaries are depicted on Exhibit A-2.

B. RSL owns or soon will own land around the Subject Property.

C. RSL has proposed to build a world-class soccer training and practice facility, along with supporting and complementary uses (the “**Project**”), in the area of RSL’s developments, on lands owned by RSL, including the Subject Property.

D. City and Agency have done an analysis of the economic benefits that will accrue to the area, and in particular Herriman City, if RSL proceeds with the Project on the Subject Property.

E. City prepared a study and passed Ordinance No. 2016-15 and Ordinance No. _____ confirming that the Project will bring significant economic and other benefits to City.

F. To facilitate the Project, City rezoned the Subject Property by Ordinance No. 2016-05 from a R-2-10 to C-2 zoning district. The C-2 zoning district allows charter schools as a permitted use and “recreation, commercial” as a conditional use. City staff has interpreted “recreation, commercial” to mean uses for a sports practice facility, playing fields, lodging and overnight use for students in an on-site charter school and users of the facilities, parking and accessory uses related to the foregoing (collectively the “**Potential Uses**”).

G. On February 4, 2016, the Herriman Planning Commission granted approval of a conditional use request for “recreation, commercial” and a site plan (the approval and site plan are collectively referred to as the “**Approval**”) for the Subject Property subject to various conditions. The Approval is attached as Exhibit D. The Potential Uses and Approval are collectively the “**Approved Uses**”).

H. RSL is pursuing the Project in reliance on the foregoing rezone, Approval and the benefits, obligations and requirements set forth in this Agreement.

I. Agency, having evaluated the benefits of the Project, and in exchange for the community benefits and assurances provided in this Agreement and based on other factors, will convey the Subject Property to RSL as described below.

J. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Herriman City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance on the foregoing recitals, the Parties agree as follows:

1. **Incorporations of Recitals.** The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **Agreement to Convey.** Within forty-five (45) business days of the Effective Date, Agency shall transfer the Subject Property to RSL by executing and delivering a Special Warranty Deed in the form attached hereto as Exhibit B. In advance of the transfer, City shall facilitate Developer's entry onto the Subject Property for construction activities related to the Project.

3. **Completion Deposit.** To provide an assurance to Agency that RSL will develop the Project on the Subject Property, RSL shall cause a cash deposit in the amount of \$2,000,000.00 ("Completion Deposit") to be deposited with North American Title Company at the time the City issues a building permit for the Project. If the Project is commenced by July 31, 2016 and continued to completion by July 31, 2018, the Completion Deposit shall be returned to RSL or the party RSL designates to post the Completion Deposit. For purposes of this Section 3, "completion" shall mean the Fieldhouse meets the criteria for issuing either a certificate of occupancy or final permit approval. If the Project is not commenced or completed as contemplated herein, Agency may draw upon the Completion Deposit after first providing a thirty (30) day notice and opportunity to cure to RSL.

4. **Community Benefits.** As consideration for the benefits provided to RSL under this Agreement, RSL agrees to schedule and coordinate public use of the "Exposition Field", "Fieldhouse" and detention field, each as depicted in Exhibit C, on an approximately one-third (1/3) time basis, and the practice field identified as "Field No. 6", also as depicted in Exhibit C, on an approximately two-thirds (2/3) time basis. The term "public use" shall include use of the above-described areas by youth groups, sports leagues, community groups and other associations and organizations whose activities are consistent with RSL's use. RSL shall have the sole discretion to determine whether any particular group will be allowed to use the areas described above and to set such the terms of use. RSL, or its successor, agrees to provide semi-annual reports to City of the amount of public use facilitated as contemplated by this Agreement within the Project.

5. **Development.**

a. **Processing of Applications.** City agrees to expedite the processing of applications needed for the Project. If any additional conditional use applications are required for any portion of the Project, City agrees to process such application simultaneously with any other application such as site plan or other development application. City agrees that no aspect of the Project will cause unmitigated detrimental impacts to City or those neighboring the Project.

b. Impact Fees. On April 13, 2016, the City passed Ordinance 2016-15 granting an exemption to the Water Instructure Impact Fees, Storm Water, Drainage, and Flood Control Facilities Impact Fees, and Roadway Facilities Impact Fees for the Approved Uses. As a result City agrees not to charge such impact fees. If the City is required to assess such impact fees, City or Agency will pay on behalf of the party that would otherwise be required to pay, those impact fees that would otherwise be charged by City to a developer of the Approved Uses within the Project.

c. No Water Dedication. City represents that it has sufficient water capacity to provide a will serve commitment to the Project and will not require a dedication of water rights in connection with issuing permits or authorizing development and use of the Project.

d. Tax Increment. City represents that it will work with RSL to seek tax increment funds for the benefit of the Project. City will coordinate its efforts to obtain approval for increased tax increment funds with RSL and shall approach other taxing entities, including Salt Lake County and the applicable school district, to amend or establish a community development or other project areas to produce tax increment funds for the benefit of the Project.

6. **Change of Use.**

- a. For purposes of this Section 6, the term “**Owner**” shall mean the fee owner of the land underlying the indoor practice facility and soccer fields depicted on Exhibit C.
- b. Should Owner cease operating the Exposition Field, Fieldhouse, and fields described in Section 4 above and seek to redevelop such portion of the Project owned by Owner to a use other than the Approved Uses (“**Qualifying Change of Use**”), then Agency may require Owner to pay a “**Change Fee**” in accordance with Section 6(c).
- c. The Change Fee shall be calculated in accordance with the following formula: If a Qualifying Change of Use occurs within one (1) year of issuance of the certificate of occupancy on the indoor practice facility within the Project, Owner shall pay a Change Fee in the amount of Four Million Dollars (\$4,000,000.00) to Agency. The Change Fee is reduced each year thereafter by Two Hundred Thousand Dollars (\$200,000.00) until it equals zero. Thereafter, a Qualifying Change of Use may occur without triggering the Change Fee.

7. **Estoppel/Financing.**

- a. *Estoppel.* City and Agency, or one of them as the circumstance may require, shall execute, acknowledge and deliver to RSL, as the circumstance may require, within twenty (20) days after requested by RSL, a statement in writing certifying to the requested party and any lender, subtenant or assignee the truth and accuracy of the following: (i) that the requesting party is current on its obligations under this Agreement, (ii) that this Agreement remains in full force and effect; (iii) the extent of any modifications to this Agreement; (iv) that no known defaults exist on the part of any party hereto; and (v) such other information as may be reasonably requested by the requesting party or other party to whom the certification is to be provided.

b. *Financing.* City and Agency agree to provide such subordination or other reasonable assurance as may be necessary or required by a lender to facilitate the financing of any aspect of the Project, including the individual financing of only one aspect of the Project.

8. **Termination.** This Agreement shall continue until the earlier of the following: (i) the date Owner pays a Change Fee or (ii) twenty-two (22) years after the Effective Date.

9. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10. **Notices:** Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

To City: Herriman City
Attn: City Manager
13011 South Pioneer Street (6000 West)
Herriman, UT 84096

Copy to: John Brems
2789 West Matterhorn Drive
Taylorsville, UT 84129

To Agency: Community Development and Renewal Agency of Herriman City
Attn: Mayor
13011 South Pioneer Street (6000 West)
Herriman, UT 84096

To RSL: RSL Training Academy, LLC
Attn: Robert B. Funk
595 South Riverwoods Pkwy Ste 400
Logan, UT 84321

Any Party may change its address for the purpose of this section by giving written notice of such change to the other Parties in the manner provided in this section.

11. **Covenants Running with the Land/ Successors/Amendments.**

a. This Agreement shall be recorded within five (5) days of the Effective Date. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual parcels or lots within the Subject Property

shall only be subject to the burdens of this Agreement to the extent applicable to their particular parcel or lot.

b. This Agreement may be amended only by a writing executed by RSL and an authorized executive official or representative for City.

12. **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

13. **Construction/Interpretation.** This Agreement has been reviewed and revised by legal counsel for both the City and RSL, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

14. **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

15. **Remedies.** Any Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

16. **Attorneys' Fees.** If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorneys' fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

17. **Mediation and Arbitration.** The Parties shall attempt in good faith to settle by negotiation any controversy or claim arising out of or relating to this Agreement, or the breach thereof (the "**Dispute**") by having a meeting of principals in advance of any mediation or arbitration. Except to the extent mutually agreed upon and waived by the Parties, if any Party elects to submit a Dispute to mediation or arbitration, the Parties agree in good faith to attempt to settle such issues under the then-most-current Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("**AAA Rules**"), or under rules of any other mutually agreed upon body of alternative dispute resolution. Notwithstanding the AAA Rules, the Parties agree that the mediation or arbitration will be conducted by a single mediator or arbitrator, at a mutually agreed time and place in Salt Lake County, Utah, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. All costs of mediation and arbitration shall be allocated among the Parties in a manner consistent with the provisions of Section 16 above. The arbitrator shall issue an opinion in support of the award if requested by any Party. The provisions hereof shall be governed by the Federal Arbitration Act and, where applicable, the Utah Uniform Arbitration Act. Any Party may seek judicial relief if arbitration is not requested, or otherwise in a manner compatible with such arbitration.

18. **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

19. **Covenant of Good Faith and Fair Dealing.** Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

20. **No Third-Party Beneficiaries.** This Agreement is among the Parties. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

21. **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected (“**Force Majeure**”), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

22. **Entire Agreement, Counterparts and Exhibit.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. Nothing in this integration clause shall affect the validity of other agreements executed among some of the Parties. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Parties. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A-1 – Legal Description of the Subject Property

Exhibit A-2 – Depiction of Subject Property

Exhibit B – Form of Special Warranty Deed

Exhibit C – Conceptual Plan for Project

Exhibit D – Planning Commission Approval

23. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (“**GRAMA**”). All materials submitted by RSL pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with RSL or Agency. Any materials for which RSL claims a privilege from disclosure shall be submitted marked as “**Business Confidential**” and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make reasonable efforts to notify RSL of any requests made for disclosure of documents submitted under a claim of business confidentiality.

24. **LIMITATION ON RECOVERY FOR DEFAULT.** So long as Agency has conveyed the Subject Property as set forth herein, and except for City’s and/or Agency’s ability to draw upon the Completion Deposit and payment of the Change Fee as provided above, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. Nothing in this Section shall limit any Party’s ability to seek and obtain specific performance or a writ of mandamus to require compliance with the provisions of this Agreement.

[Signature Page to Follow]

EFFECTIVE as of the 28th day of June, 2016 (the "Effective Date").

ATTEST:

By: Jackie Nostrom
Jackie Nostrom, City Recorder

CITY:

HERRIMAN CITY, a municipal corporation of
the State of Utah

Approved as to form:

City Attorney

AGENCY:

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY**,
a political subdivision of the State of Utah

ATTEST:

By: Cindy Quick
Cindy Quick, Secretary

RSL:

RSL TRAINING ACADEMY, LLC, a Utah
limited liability company

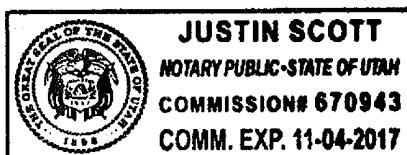


By: John Manger
Its: John Manger

ACKNOWLEDGMENTS

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

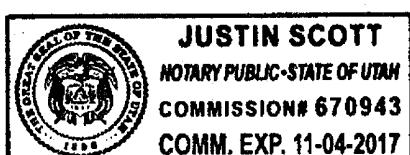
The foregoing Development Agreement was acknowledged before me this 28th day of June, 2016 by Brett geo Wood, the City Manager of HERRIMAN CITY, a municipal corporation of the State of Utah, on behalf of the corporation.



~~NOTARY PUBLIC~~

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

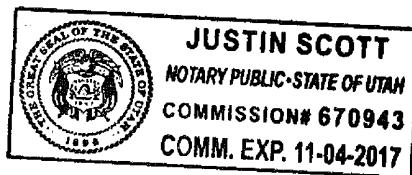
The foregoing Development Agreement was acknowledged before me this 28th day of June, 2016 by JACQUEL NOSTROM of the City Recorder's Office of HERRIMAN CITY, a municipal corporation of the State of Utah, on behalf of the corporation.



~~NOTARY PUBLIC~~

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

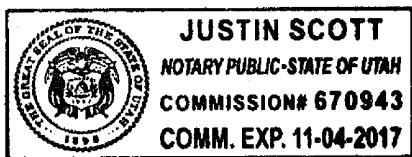
The foregoing Development Agreement was acknowledged before me this 28th day of June, 2016 by Carmen Freeman, the Chair of the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a political subdivision of the State of Utah, on behalf of the political subdivision.

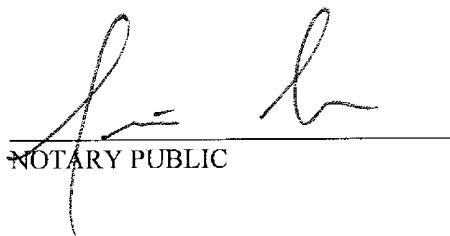


NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

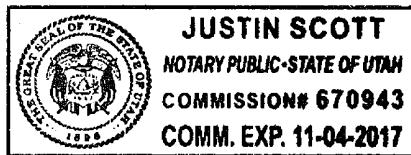
The foregoing Development Agreement was acknowledged before me this 28th day of June, 2016 by Cindy Quick, the Secretary of the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a political subdivision of the State of Utah, on behalf of the political subdivision.




NOTARY PUBLIC

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing Development Agreement was acknowledged before me this 28th day of June, 2016 by DELL LAY HANSEN, the MANAGER of RSL TRAINING ACADEMY, LLC, a Utah limited liability company, on behalf of the company.



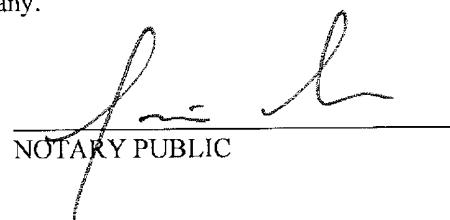

NOTARY PUBLIC

EXHIBIT A-1
[Legal Description]

Parcel 1: (33-08-326-004)

A parcel of land located in the Southwest quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at a point on the East line of the Southwest quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and said point being South 00°33'20" West 299.86 feet along said East line from the center of Section 8; thence South 00°33'20" West 1,034.39 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 8; thence South 89°38'27" West 351.52 feet to a point on the arc of a 1,145.00 foot radius non-tangent curve to the left, the center of which bears South 15°45'27" West; thence Northwesterly 156.16 feet along said curve through a central angle of 07°48'51" and a long chord of North 78°08'59" West 156.04 feet to a point on the South boundary of property described in that certain Special Warranty Deed recorded February 25, 2013 as Entry No. 11583547 in Book 10110 at Page 9260 of the Salt Lake County Recorder; thence along said property the following two courses: 1) North 89°38'27" East 471.55 feet and 2) North 00°33'20" East 664.44 feet; thence North 00°33'20" East 77.40 feet; thence South 89°38'27" West 705.92 feet; thence South 00°33'20" West 729.84 feet; thence South 89°38'27" West 70.54 feet to a point of tangency of a 755.00 foot radius curve to the right; thence Westerly 510.74 feet along said curve through a central angle of 38°45'33" and a long chord of North 70°58'47" West 501.06 feet; thence North 51°36'00" West 245.42 feet; thence North 38°24'00" East 914.65 feet; thence North 53°57'16" East 336.23 feet to the Westerly line of the Provo Reservoir Canal and a point on the arc of a 83.95 foot radius non-tangent curve to the left, the center of which bears North 41°24'25" East; thence along said line the following five courses: 1) Southeasterly 30.31 feet along said curve through a central angle of 20°41'03" and a long chord of South 58°56'06" East 30.14 feet to a point of compound curvature of a 428.45 foot radius curve to the left, 2) Easterly 66.33 feet along said curve through a central angle of 08°52'14" and a long chord of South 73°42'45" East 66.27 feet to a point of compound curvature of a 918.95 foot radius curve to the left, 3) Easterly 47.79 feet along said curve through a central angle of 02°58'47" and a long chord of South 79°38'16" East 47.79 feet to a point of reverse curvature of a 603.05 foot radius curve to the right, 4) Easterly 144.71 feet along said curve through a central angle of 13°44'58" and a long chord of South 74°15'10" East 144.37 feet and 5) South 67°22'41" East 400.52 feet to the point of beginning.

(Being a part of Lots "E" and "F", South Herriman Subdivision.)

Parcel 2: (33-08-326-001)

A parcel of land located in the Southwest Quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

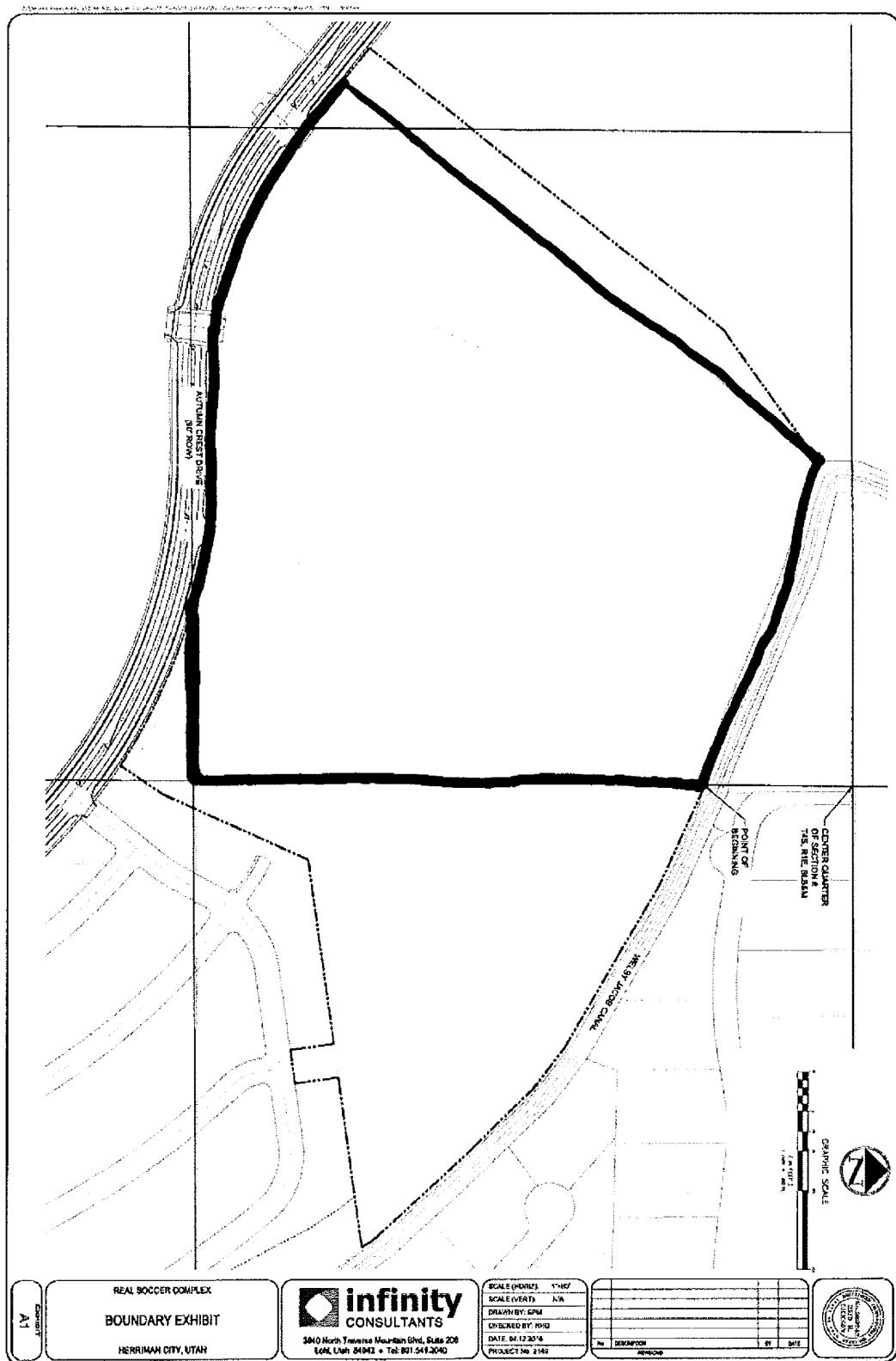
Beginning at a point South 00°33'20" West 637.35 feet along the East line of the Southwest Quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and North 89°26'40" West 33.00 feet from the Center Quarter Corner of said Section 8, and thence parallel to said East line South 00°33'20" West 664.44 feet to a point 33.00 feet perpendicularly distant Northerly on the South line of the Northeast Quarter of said Southwest Quarter; thence parallel to said South line South 89°40'12" West 657.02 feet; thence parallel to said East line North 00°33'20" East 664.44 feet; thence parallel to said South line North 89°40'12" East 657.02 feet to the point of beginning.

Parcel 3: (33-08-326-002)

A parcel of land located in the Southwest Quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at the Northeast Corner of property described in that certain Special Warranty Deed recorded February 25, 2013 as Entry No. 11583547 in Book 10110 at Page 9260 of the Salt Lake County records, said point being South 00°33'20" West 637.35 feet along the East line of the Southwest Quarter of Section 8, Township 4 South, Range 1 West, Salt Lake Base and Meridian and North 89°26'40" West 33.00 feet from the Center Quarter Corner of said Section 8; thence North 00°33'20" East 77.40 feet; thence South 89°38'27" West 705.29 feet; thence South 00°33'20" West 741.84 feet; thence North 89°38'27" East 48.90 feet; thence along the West line of said Special Warranty Deed North 00°33'20" East 664.44 feet (663.07 feet by record); thence North 89°38'27" East 657.02 feet (North 89°40'12" East by record) to the point of beginning.

EXHIBIT A-2
[Depiction of Subject Property]



BK 10446 PG 9289

EXHIBIT B
[Form of Special Warranty Deed]

WHEN RECORDED, RETURN TO:

Snell & Wilmer L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Attn: Wade R. Budge

MAIL TAX NOTICES TO:

RSL Training Academy, LLC
Attn: Robert B. Funk
595 South Riverwoods Pkwy, Ste. 400
Logan, UT 84321

Parcel No(s).: [XXXXXX]

SPECIAL WARRANTY DEED

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a Utah political subdivision, with an address of 13011 South Pioneer Street (6000 West), Herriman, UT, Grantor, hereby conveys and warrants against all who claim by, through, or under the Grantor to **RSL TRAINING ACADEMY, LLC**, a Utah limited liability company, with an address of 595 South Riverwoods Pkwy, Ste. 400, Logan, UT 84321, Grantee, for the sum of TEN DOLLARS and other good and valuable consideration, the following described tract of land in Salt Lake County, Utah, to wit:

[Legal description to be inserted]

[Signatures and acknowledgments follow]

WITNESS the hand of said Grantor this ____ day of _____, 2016.

ATTEST:

DO NOT SIGN - EXHIBIT

By: Cindy Quick, Secretary

Approved as to form:

DO NOT SIGN - EXHIBIT

City Attorney Office

Date: _____

GRANTOR:

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY,**
a political subdivision of the State of Utah

DO NOT SIGN - EXHIBIT

By: _____

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Carmen Freeman, the Chair of the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a political subdivision of the State of Utah, on behalf of the political subdivision.

DO NOT SIGN - EXHIBIT

NOTARY PUBLIC

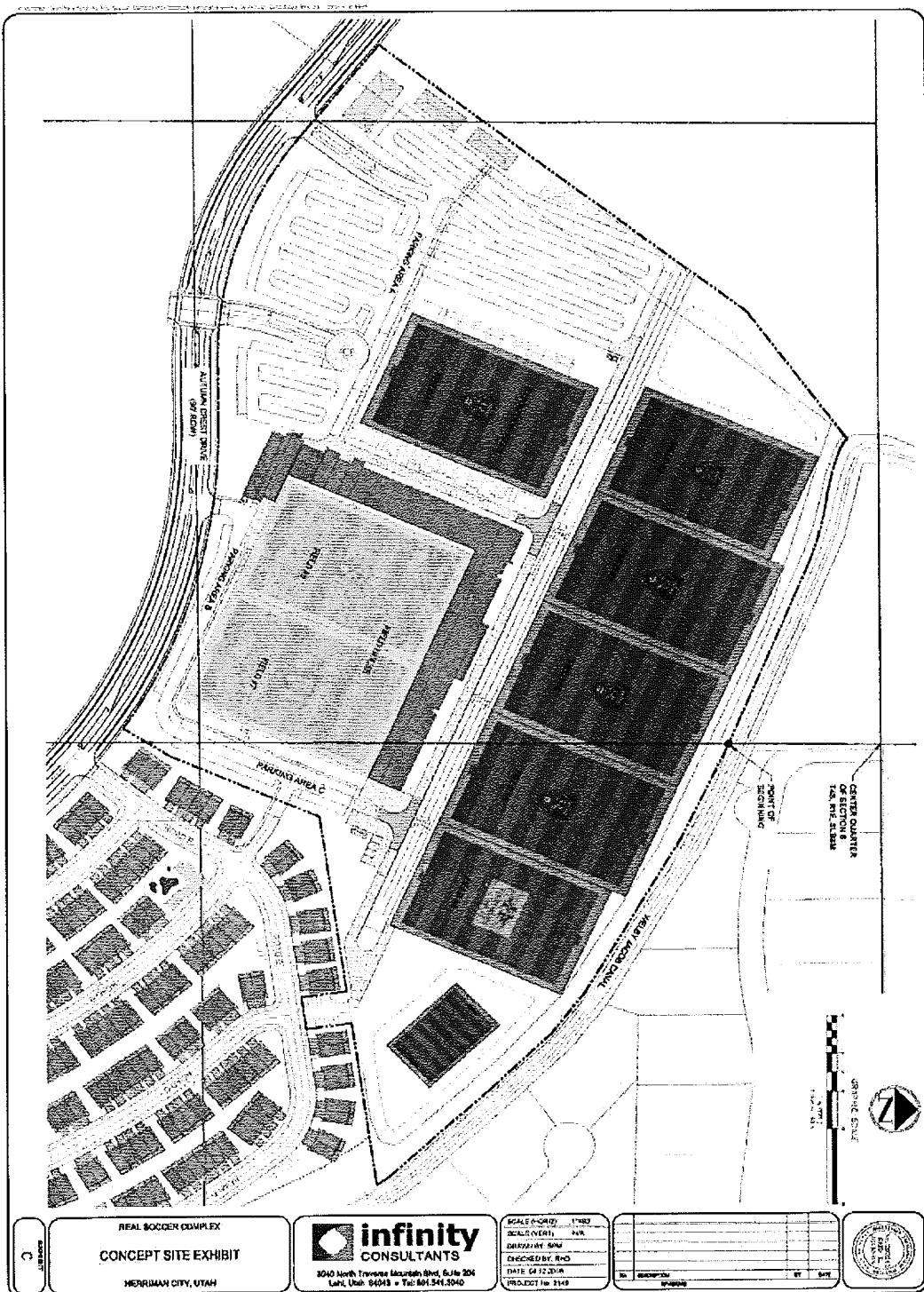
STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Cindy Quick, the Secretary of the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a political subdivision of the State of Utah, on behalf of the political subdivision.

DO NOT SIGN - EXHIBIT

NOTARY PUBLIC

EXHIBIT C
[Conceptual Plan for Project]



23991730

BK 10446 PG 9292

EXHIBIT D
[Planning Commission Approval]



February 10, 2016

RSL Training Academy, LLC
Attention: Craig Martin
9256 South State Street
Sandy, UT 84070

Re: File Number 02C16

Dear Craig Martin:

The Herriman Planning Commission at their regular meeting on February 4, 2016, granted approval to your conditional use request for Commercial Recreation on property located at approximately 3600 W Autumn Crest Drive. The approval is subject to the following conditions:

1. Meet with the Staff for review and final approval of the site plan.
2. Receive and agree to the recommendations from other agencies, i.e., Fire Marshall, Engineering, Building, etc.
3. Dedication of 33 feet from center line of Autumn Crest Blvd to the City for street right-of-way.
4. Submit a landscaping plan to the Planning Staff for review and final approval.
5. *Building elevations to be reviewed and approved by the Planning Commission.*
The building elevations need to meet the Commercial Design Criteria.
6. Install curb, gutter and sidewalk on all public streets.
7. No signs are approved with this request, separate approval will be required.
8. *Perimeter fencing to be reviewed and approved by the Planning Commission.*
9. Provide a traffic study to the Engineering Department for review and approval.
10. A subdivision plat shall be recorded prior to a building permit being issued.
11. At least 15% of the total site must be landscaped. At least 5% of the parking lot interior must be landscaped.
12. The front yard area and the side yard area which faces on a street (Autumn Crest) shall be landscaped and maintained with live plant material, including shrubs, flowers and trees for a minimum distance of twenty feet (20'). This includes the park strip.
13. Screen all outside trash and dumpster areas.
14. Provide storm drain retention to meet City standards. This can be provided off site in a regional detention facility.
15. Parking shall be provided at 1 space per 3 1/2 seats of capacity in the stadium. Provide a parking study for the entire soccer complex to be reviewed and approved by the Engineering Department. There shall be a minimum of 990 parking spaces, but the City Engineer may require more parking based on the study.
16. Fire Marshal to review and approve access roads, hammer heads, hydrants, tree

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heights, turning radius, etc.

17. Submit a lighting plan to the Engineering Department for review and approval.
18. Minimum of 8 fields shall be provided on the site, based on the approved PUD.
19. Install a 12 foot hard surface trail along canal. This may be over the storm drain easement.

If you have any questions please contact the Planning Department during regular business hours.

Sincerely,


Heather Upshaw, AICP
Senior Planner
planning@herriman.org

HERRIMAN, UTAH
RESOLUTION NO. R11-2016

A RESOLUTION APPROVING AN EXCEPTION TO THE COMMERCIAL DESIGN CRITERIA FOR A SPORTS TRAINING FACILITY

WHEREAS, the Herriman City Council ("Council") met in regular session on April 13, 2016, to consider, among other things, approving an exception to the commercial design criteria for a sports training facility; and

WHEREAS, Section 10-13B-15 of the Herriman City Land Use Ordinance requires commercial development to meet certain criteria, including providing sixty percent brick or stone on all building elevations ; and

WHEREAS, Section 10-13B-15R of the Herriman City Land Use Ordinance allows the City Council to grant an exception to the requirement for brick and stone after a recommendation from the Planning Commission; and

WHEREAS, RSL Training Academy ("the applicant") submitted building elevations for a soccer training facility; and

WHEREAS, the applicant requested an exception to the requirement for brick and stone on the building; and

WHEREAS, the Planning Commission held a public meeting on April 7, 2016, and recommended approval of the building elevations; and

WHEREAS, the City Council held a public meeting on April 13, 2016 and discussed the exception; and

WHEREAS, the Council desires to grant the exception and allow the building elevations as proposed.

NOW, THEREFORE, BE IT RESOLVED that the exception to the commercial design criteria be approved due to it being a recreational building and not a commercial retail building; the unique purpose of the facility; the facility is part of a larger Planned Unit Development with its own design guidelines; and to incorporate the branding of REAL Salt Lake with the colors of scarlet, cobalt, and yellow. The approval is with a condition that 25 percent of the CMU be split faced.

THIS RESOLUTION, assigned No. R11-2016, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED this 13th day of April 2016.

HERRIMAN

ATTEST: By: _____
Carmen Freeman, Mayor