

**WHEN RECORDED, RETURN TO:**

*Herriman City  
13011 So. Pioneer St.  
Herriman UT 84096*

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
HERRIMAN  
13011 S PIONEER ST  
HERRIMAN UT 84096  
BY: MSP, DEPUTY - MI ~~AT~~ P.

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**MASTER DEVELOPMENT AGREEMENT  
FOR  
MILLER'S CROSSING MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the day of June, 2015, by and between the Herriman City, a political subdivision of the State of Utah and Miller Crossing, L.L.C., a Utah limited liability company and the Owners (as defined below) of the Property.

**RECITALS**

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Owners own or control the Property.
- C. Master Developer is under contract with Owners to purchase the Property.
- D.
- E. The City's Planning Commission gave Preliminary Approval to the development of the Project on March 9, 2015, and gave Final Approval to development of Leisure Villas on May 8, 2015.
- F. Master Developer, Owners and the City desire that Property be developed in a unified and consistent fashion pursuant to the Preliminary Approval and this MDA.
- G. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and the Zoning Ordinance and to operate to the benefit of the City, Master Developer, Owners and the general public.



H. The City Council has reviewed this MDA and determined that it is consistent with the Act, the Zoning Ordinance, the Zoning of the Property and the Preliminary Approval.

I. The parties acknowledge that development of the Property pursuant to the Preliminary Approval and 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 as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

J. Development of the Property pursuant to the Preliminary Approval and this MDA will also result in significant benefits to Owners and Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this MDA.

K. Master Developer, Owners and the City have cooperated in the preparation of this MDA.

L. The parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property on behalf of Owners as parts of the Project 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.

M. 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-102 (2015).

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 and Developer hereby agree to the following:



## TERMS

### 1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “G” 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. **2015 Residential Phase** means that portion of the Project located in Pods other than 10, 11, 12 and 13 as illustrated on the Preliminary Approval.

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

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

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

1.2.5. **City** means the Herriman City, a political subdivision of the State of Utah.

1.2.6. **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.

1.2.7. **City’s Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City 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.



1.2.8. **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".

1.2.9. **Commercial Uses** means the potential use of Pods 10, 11, 12 and 13 for purposes specified in the City's Vested Laws as the use of such Pods may be adjusted pursuant to the Potential Conversion specified in Section 11, below.

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

1.2.11. **Default** means a material breach of this MDA.

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. **Density** means the number of Residential Dwelling Units allowed per acre.

1.2.14. **Development** means the development of a Pod or a portion thereof pursuant to an approved Development Application.

1.2.15. **Development Application** means an 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.

1.2.16. **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.

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1.2.17. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.18. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2015).

1.2.19. **Main Street** means that street known as Main Street designated as “A,” “B,” and “C” on Exhibit “H”, together with any required underground utilities.

1.2.20. **Main Street Extension Property** means that property necessary for the construction of that segment of Main Street designated as “C” on the Exhibit “H.”

1.2.21. **Master Developer** means Miller Crossing, L.L.C., a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

1.2.22. **Maximum Residential Units** means the development on the Property of seven hundred seventy eight (778) Residential Dwelling Units to be located in pods designated as residential on the map attached to the Preliminary Approval.

1.2.23. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.24. **Mountain View Connection** means that portion of a street known as Miller Crossing Boulevard designated as “D” on Exhibit “H,” together with any required underground utilities.

1.2.25. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.



1.2.26. **Open Space** means that portion of the Project designated as open space on the Preliminary Approval.

1.2.27. **Owners** means the Owners of the Property as more fully specified in Exhibit "E".

1.2.28. **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.

1.2.29. **Parcel** means a Pod or a portion of a Pod 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 6.6.

1.2.30. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.31. **Pod(s)** means an area or the areas of the Project designated on the Preliminary Approval.

1.2.32. **Potential Conversion** means the potential use of Pods 10, 11, 12 and 13 for commercial development pursuant to Section 11, below.

1.2.33. **Preliminary Approval** means the approval by the City's Planning Commission of a conceptual plan for the development of the Project on March 9, 2015 including all conditions related thereto and attached map.

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



1.2.35. **Property** means that approximately one hundred eighty two and one-half (182.5) acres of real property owned or controlled by Master Developer more fully described in Exhibit "A".

1.2.36. **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.

1.2.37. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single family residence.

1.2.38. **ROW** means that portion of Main Street shown as Segment "C" on the Road Exhibit.

1.2.39. **Senior Living Center** means a development of a facility of one hundred twenty (120) units on Pod 3 as more fully detailed in Section 10, below.

1.2.40. **Subdeveloper** means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to Owners or Master Developer which purchases a Parcel for development.

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

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

1.2.43. **Supplemental Plan** means final plat approval by the City's Planning Commission on May 8, 2015, including all conditions related thereto for Leisure Villas which is attached as Exhibit "C"



1.2.44. **Zoning Ordinance** means the City's Land Use and Development Ordinance 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. **Effect of MDA**. This MDA shall be the sole agreement between the parties related to the Project and the Property.

3. **Development of the Project**.

3.1. **Compliance with the the Supplemental Plan, the Preliminary Approval and 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), Supplemental Plan, the Preliminary Approval , and this MDA (to the extent that this MDA is consistent with the Preliminary Approval).

3.2. **Project Maximum Density**. At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA.

3.3. **Residential Densities**. The Densities for Residential Dwelling Units for each Pod are shown on the Preliminary Approval.

3.4. **Use of Density**. Master Developer may reallocate limited portions of the Residential Units in a Pod so long as the density requested in the proposed Development Application (taking into consideration current Residential Units in such Pod, if any) is no greater than density as allowed by and as limited by the table of maximum densities set forth in the Supplemental Plan.

3.5. **Accounting for Density for Developments by Master Developer**. At the



recordation of a Final Plat or other approved and recorded instrument for any Development developed by Master Developer, Master Developer shall provide the City a Development Report showing any Density used with the Development and the Density remaining with Master Developer and for the entire remaining Project.

**3.6. Accounting for Density for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Equivalent Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Sub-Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Equivalent Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Equivalent Residential Units remaining with Master Developer and any material effects of the sale on the Preliminary Approval.

**3.6.1. Return of Unused Density.** If any portion of the Maximum Equivalent Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such Density receives approval for a Development Application for the final portion of such transferred Parcels, the unused portion of the transferred Maximum Equivalent Residential Units shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report updating the remaining portion of the Maximum Residential Uses.

**4. Zoning and Vested Rights.**



**4.1. Preliminary Approval.** The City Planning Commission has given Preliminary Approval which establishes density for each of the Pods and the Project as a whole.

**4.2. 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 City, Owners and Master Developer intend that this MDA grants Owners and Master Developer all rights to develop the Project as set forth in the Preliminary Approval. The Parties intend that the rights granted to Owners and Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA and the Preliminary Approval grant to Owners and Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2015).

**4.3. Exceptions.** The restrictions on the applicability of the City’s Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:

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

4.3.2. 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;

4.3.3. Codes. 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 of Uniform Traffic Control Devices or similar standards that are generated by a nationally or



statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.3.4. 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,

4.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such 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.

4.3.6. 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.

4.3.7. 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) (2015).

4.3.8. Impact Fees. Impact fees that are lawfully adopted and lawfully assessed.

4.3.9. Development Standards. City's Future Laws that are updates or



amendments to existing standards with respect to private roads and a ½ width road standards.

5. **Term of Agreement.** The term of this MDA shall be until December 31, 2025. This MDA shall also terminate automatically at Buildout.

6. **Processing of Development Applications.**

6.1. **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 denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Preliminary Approval, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.2. **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.

6.3. **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, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

6.4. **Mediation of Development Application Denials.**

6.4.1. **Issues Subject to Mediation.** Issues resulting from the City's Denial of a Development Application that is not subject to arbitration provided in Section 6.5 shall be mediated.

6.4.2. **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 parties 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. 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 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.

#### **6.5. Arbitration of Development Application Objections.**

6.5.1. 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.

6.5.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.4.

6.5.3. 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.

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.

**6.6. 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 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 Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Developer or Subdeveloper complies with the City's Vested Laws.

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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 some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer and any Subdivider is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application and shall still be subject to compliance with the Preliminary Approval. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from relying for other Development Applications on the City's Vested Laws.

8. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

9.1. **Construction by 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.



9.2. **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 or private Infrastructure—is required by the City it shall be provided 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.

9.3. **Provisions Regarding Main Street.**

9.3.1. City Optional Construction. The City may, at its sole option, construct any portion or all of Main Street. To the extent that the City desires to construct any portion of Main Street then Master Developer shall dedicate the right of way required for such construction without reimbursement or reimburse the City for the cost incurred by the City for obtain the right of way for such constriction.

9.3.2. Construction by Master Developer. Master Developer may, at its sole discretion, construct any portion or all of Main Street. If Master Developer chooses to construct any portion of Main Street it may construct only the ½ width improvement to Main Street as illustrated on Exhibit “F”. The other ½ width shall be constructed by Master Developer when the Pods on the other side of Main Street are developed. If Master Developer develops Pods 8 or 9 then Master Developer shall construct a full width bridge and a ½ width portion of Segment “A” of Main Street with whichever side of Main Street is being developed and the remaining ½ width with the development of the other side of Main Street.

9.3.2.1. *Notice to City.* At least thirty (30) days prior to submitting a Development Application for constructing any portion of Main Street Master



Developer shall give the City notice of its intent so that the City may evaluate whether it wants to complete the entire width of Main Street or any additional length at the same time. If the City desires to complete the entire width or additional length at the same time the parties shall negotiate in good faith for a cost sharing arrangement for such additional construction. If the parties cannot agree on such a cost sharing arrangement then the parties shall participate in the mediation and arbitration processes under Section Sections 6.4 and 6.5 to determine the cost sharing.

9.3.3. Reimbursement to Master Developer. The City shall reimburse Master Developer for a portion of its costs incurred by Master Developer in designing and constructing Main Street from the City's Transportation Impact Fee. Such reimbursement shall be pursuant to the form reimbursement agreement attached hereto as Exhibit "G".

**9.4. Provisions Regarding Mountain View Connection.**

9.4.1. City Optional Construction. The City may, at its sole option, construct any portion or all of Mountain View Connection. To the extent that the City desires to construct any portion of Mountain View Connection then Master Developer shall dedicate the right of way required for such construction without reimbursement or reimbursement the City for the cost incurred by the City to obtain the right of way required for such construction.

9.4.2. Construction by Master Developer. Master Developer may, at its sole discretion, construct any portion or all of the Mountain View Connection. If Master Developer chooses to construct any portion of the Mountain View

Connection it may construct only the ½ width improvement to the Mountain View Connection as illustrated on Exhibit “F”. If Pods 9 and 13 are developed then the northern half of the Mountain View Connection shall be developed. If Pods 10 and 12 are developed then the southern half of the Mountain View Connection shall be developed. The other ½ width shall be constructed by Master Developer when the Pods on the other side of Mountain View Connection are developed.

9.4.2.1. *Notice to City.* At least thirty (30) days prior to submitting a Development Application for constructing any portion of Mountain View Connection Master Developer shall give the City notice of its intent so that the City may evaluate whether it wants to complete the entire width of Mountain View Connection or any additional length at the same time. If the City desires to complete the entire width or additional length at the same time the parties shall negotiate in good faith for a cost sharing arrangement for such additional construction. If the parties cannot agree on such a cost sharing arrangement then the parties shall participate in the mediation and arbitration processes under Section Sections 6.4 and 6.5 to determine the cost sharing.

9.4.3. Reimbursement to Master Developer. The City shall reimburse Master Developer for a portion of its costs incurred by Master Developer in designing and constructing Mountain View Connection from the City’s Transportation Impact Fees Such reimbursement shall be pursuant to the form reimbursement agreement attached hereto as Exhibit “G”.

9.5. **Water Tank.** When Master Developer submits a final plat for approval by the City for any Pod Master Developer shall advance to the City \$1,000,000.00 for the



construction of a new water tank. Master Developer shall be reimbursed for the \$1,000,000.00 from Impact Fees collected from the City's Water Impact Fee. Such reimbursement shall be pursuant to the form reimbursement agreement attached hereto as Exhibit "G".

10. **Immediate Development Approval.** Upon the execution of this MDA, Master Developer shall be entitled to develop Pod 3 subject only to approval and recordation of a plat for a Subdivision as a Senior Living Center that complies with this MDA, the Preliminary Approval, the Supplemental Plan, engineering review and approvals, and building permits.

11. **Potential Conversion.**

11.1. **Intent and Desire of the Parties.** The parties both intend and desire for their own reasons that Pods 10, 11, 12 and 13 be developed for commercial uses. However, the parties each acknowledge that the timing of commercial development is not within the control of either party and is subject to the needs of the development market which are almost impossible to predict. The parties further acknowledge that Pods 10, 11, 12 and 13 are currently not zoned for commercial uses.

11.2. **Timing of Conversion of Pods 10, 11, 12 and 13 from Residential to Commercial.** At the time of the substantial completion of the ½ width road improvements for the segments of Main Street designated as "B" and "C" on the Road Exhibit a clock shall begin to run. If five (5) years after that clock has commenced running Master Developer has not sold all of Pods 10, 11, 12 and 13 for commercial uses and for which Master Developer has diligently pursued a rezoning of such portions of Pods 10, 11, 12 or 13 as may be necessary for such commercial development then, at Master Developer's sole discretion, Master Developer may



notify the City that any or all of Pods 10, 11, 12 and 13 will be used for the residential uses at the density specified in the Preliminary Approval. During that five (5) year window Master Developer shall use commercially reasonable efforts to market Pods 10, 11, 12 and 13 for commercial purposes at commercially reasonable prices. Thereafter, any of Pods 10, 11, 12 and 13 that Master Developer has so designated may be developed for such residential uses at the densities specified on the Preliminary Approval.

**12. Main Street Extension Property.**

**12.1. City Acquisition of ROW.** The parties acknowledge that in order to construct that segment of Main Street designated as “C” on the Road Exhibit the City will have to acquire that right of way, and possibly additional property, either by a voluntary sale from its current Owners(s) or by condemnation.

**12.2. Design.** Master Developer is designing Segment “C” in cooperation with the City and subject to City approval.

**12.3. Master Developer Assistance.** Master Developer shall assist the City in acquiring the ROW by reimbursing the City for any third-party out-of-pocket costs (not including staff time of City personnel) associated with the acquisition by condemnation including, but not limited to, outside counsel.

**12.4. Selection of Counsel.** Master Developer shall propose the names of three (3) counsels qualified to perform such work and the City shall choose counsel from that list.

**12.5. Additional Property.** If the City acquires any or all of the property adjacent to Main Street Extension Property then, if the City is not required to offer that property



back to the seller(s) and subject to real property surplus requirements the City shall offer any additional property to Master Developer at the price the City paid to acquire it.

13. **Open Space.**

13.1. **Requirement.** At Buildout, the Project shall comply with the Open Space requirements of Paragraph 7 of the Preliminary Approval. Except as provided in 13.2, and 13.4 the parties acknowledge that this final Open Space requirement need not be met for the development of any particular Pod.

13.2. **Timing of Open Space Creation.** The Development Application approval for each separate Pod or portion thereof shall provide that Master Developer shall dedicate to the City that portion of Open Space in a Pod that is adjacent to, touches, or is internal to such Pod the land being developed pursuant to the Development Application. The Development Application shall also provide that Master Developer shall make improvements to such Open Space that are consistent with improvements to other Open Spaces in the Project and as directed by the City's Planning Commission.

13.3. **City Assumption of Maintenance.** After the City accepts the dedication of any improved portion of Open Space and expiration of the warranty period the City shall be solely responsible for the maintenance, operation and all other responsibilities for that dedicated portion.

13.4. **Park and Ride.** The Trax Station Pod as shown on the Preliminary Approval, is presently intended to be used as a Park and Ride Lot. If the Trax Station Pod



continues to be owned by Master Developer at the time that Pod 9, adjacent thereto, is developed then it shall be dedicated to the City at the time of the recordation of the Subdivision for Pod 9.

14. **Contaminated Soils.** The parties acknowledge that there may be certain areas in portions of Pods 6, 7 and possibly elsewhere in the Project that have certain environmental contaminants. Master Developer has already obtained a Phase II environmental assessment of the Project. Prior to obtaining any approvals for any Development Application that include areas of environmental contaminations Master Developer shall obtain approval from governmental entities having jurisdiction regarding such remediation for an appropriate remediation of any such contamination.

15. **Default.**

15.1. **Notice.** 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.

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

15.2.1. **Specific Claim.** Specify the claimed event of Default;

15.2.2. **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;

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

15.2.4. **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.

**15.3. 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 6.2 and 6.4. If the claimed Default is subject to Arbitration as provided in Section 6.5 then the parties shall follow such processes.

**15.4. 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 15.9:

15.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance but, specifically, not the remedy of damages.

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

15.4.3. 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 Master 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.

**15.5. Public Meeting.** Before any remedy in Section 15.4 may be imposed by the City 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.



**15.6. 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 15.4 without the requirements of Sections 15.5. The City shall give Notice to the 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.

**15.7. 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.

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

**15.9. Limitation on Recovery for Default – No Damages.** Neither 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. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

**16. Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Master Developer:**

Miller Crossing, L.L.C.



Attn: Lynn Bowler  
PO Box 2011  
West Jordan, UT 84084

Bruce R. Baird, Esq.  
Bruce R. Baird PLLC  
2150 South 1300 East, Fifth Floor  
Salt Lake City, UT 84106  
bbaird@difficultdirt.com

**To the Owners:**

James E. Miller  
12947 South 6100 West  
Herriman, UT 84096

Monty Miller  
2305 West Bonanza Circle  
South Jordan, UT 84095

**To the City:**

Herriman City  
Attn: City Manager  
13011 South Pioneer Street  
Herriman, City, UT 84096

Herriman City  
Attn: City Attorney  
13011 South Pioneer Street  
Herriman, City, UT 84096

**16.1. Effectiveness of Notice.** Except as otherwise provided in this MDA, each

Notice shall be effective and shall be deemed delivered on the earlier of:

16.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has



confirmation of transmission receipt of the Notice). If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

16.1.2. 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 the date that the mailing or personal delivery occurs.

16.1.3. 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.

17. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

18. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 6.4.

19. **Headings.** The captions used in this MDA are for convenience only and a not



intended to be substantive provisions or evidences of intent.

20. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, Owners and 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 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.

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

21.1. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, 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 the Master Developer.

21.2. **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), 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 sub-section 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.

21.3. **Notice.** 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.

21.4. **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.

21.5. **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 be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

21.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of 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 6.4 and 6.6. If the refusal is subject to Arbitration as provided in Section 6.7 then the parties shall follow such processes.

21.7. **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.

22. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, , configurations, and Density as 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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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 City Manager and the initial representative for Master Developer shall be Lynn Bowler or Randy. 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.

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

29. **Applicable Law.** This MDA is entered into in Utah 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.

30. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Utah County.

31. **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.

32. **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 "D", shall not be recorded in the chain of title. A secure copy of Exhibit "D" shall be filed with the City Recorder and each party shall also have an identical copy.

33. **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 Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. \_\_\_ adopted by the City on June \_\_, 2015.

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  
Miller Crossing, LLC

CITY  
Herriman City

*[Signature]*  
By: Manager R. Lynn Bowler  
Its: manager

*[Signature]*  
By: Mayor City Manager

Approved as to form and legality:

Attest:

*[Signature]*  
City Attorney

*[Signature]*  
City Recorder



Jay B. Rindlisbacher by Kristy Scott  
his attorney in fact.  
OWNERS  
Jenna E. Miller  
Judith J. Miller  
Jenna E. Miller, managing member  
Judith J. Miller, managing member

Jane Rindlisbacher by Kristy Scott her attorney in fact  
Jane Rindlisbacher by Kristy Scott her attorney in fact  
Marty John Miller Margaret M. Boehme  
Marty John Miller, managing member  
Sharon Miller Living Trust  
Margaret M. Boehme  
CRMT

by a subsequent written amendment signed by all parties.

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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  
Miller Crossing, LLC

CITY  
Herriman City

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

\_\_\_\_\_  
By: \_\_\_\_\_,  
Its: Mayor

Approved as to form and legality:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Recorder

OWNERS





**CITY ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

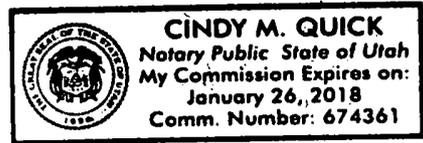
COUNTY OF UTAH)

On the 21 day of ~~June~~ <sup>July 2016</sup>, 2015, personally appeared before me ~~Brett Wood~~ C. Lyman who being by me duly sworn, did say that he is the ~~Mayor~~ of the 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 ~~Mayor~~ <sup>city manager</sup> acknowledged to me that the City executed the same.

Cindy M. Quick  
NOTARY PUBLIC

My Commission Expires: Jan. 26, 2018

Residing at: Herriman City



**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

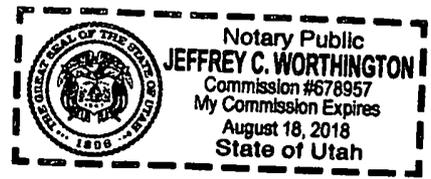
COUNTY OF UTAH )

On the 9 day of June, 2015, personally appeared before me Lynn Bowler, who being by me duly sworn, did say that he is the Manager of Miller Crossing, LLC, 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.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 8-18-18

Residing at: Salt Lake

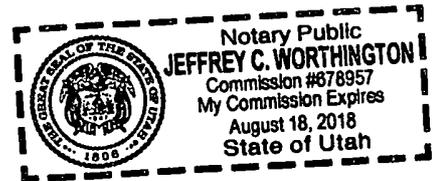


STATE OF Utah	)
	) ss.
COUNTY OF Salt Lake	)

The foregoing instrument was acknowledged before me this 9 day of July, 2015 by Margaret M. Boehme aka Margaret Boehme, James Eugene Miller, Judith Miller, Monty John Miller, Sharon Miller, Julie Owens, Ilene B. Madsen, Susan B. Lee, Kenneth E. Boehme, the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

My commission expires: 8-18-18 Witness my hand and official seal.

Notary Public: [Signature]

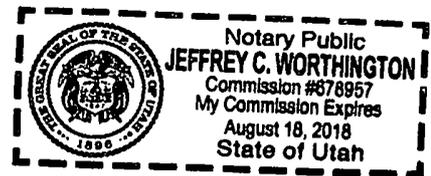


STATE OF Utah	)
	) ss.
COUNTY OF Salt Lake	)

The foregoing instrument was acknowledged before me this 9 day of July, 2015, by Margaret M. Boehme, Trustee of THE MARGARET M. BOEHME CHARITABLE REMAINDER UNITRUST UNDER TRUST AGREEMENT DATED AUGUST 21, 2006, the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same pursuant to and in accordance with the powers vested in them by the terms of said Trust Agreement.

My commission expires: 8-18-18 Witness my hand and official seal.

Notary Public: [Signature]

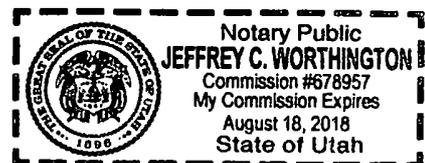


STATE OF Utah	)
	) ss.
COUNTY OF Salt Lake	)

The foregoing instrument was acknowledged before me this 9 day of July, 2015, by Margaret M. Boehme the signer(s) of the foregoing instrument, who being by me duly sworn did say that he/she is the Manager of BOEHME INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY and that Margaret M. Boehme executed the within instrument by authority of its Operating Agreement and said Margaret M. Boehme duly acknowledged to me that he/she/they executed the same.

My commission expires: 8-18-18 Witness my hand and official seal.

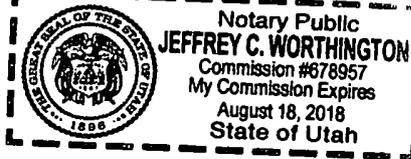
Notary Public: [Signature]



State of Utah	)
	) ss.
County of SALT LAKE	)

On this 9 day of July 2015, personally appeared before me KRISTY R. SCOTT AND MATTHEW OWEN MCCLEARY, who being by me duly sworn (affirmed), did say that they are the attorney-in-fact of JAY B. RINDLISBACHER, and that said instrument was signed on behalf of said JAY B. RINDLISBACHER, by authority and said KRISTY R. SCOTT AND MATTHEW OWEN MCCLEARY acknowledged to me that they as attorney-in-fact executed the same.

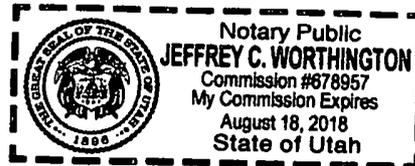
Notary Public: [Signature]



State of Utah	)
	) ss.
County of SALT LAKE	)

On this 9 day of July 2015, personally appeared before me KRISTY R. SCOTT AND MATTHEW OWEN MCCLEARY, who being by me duly sworn (affirmed), did say that they are the attorney-in-fact of JANE RINDLISBACHER, and that said instrument was signed on behalf of said JANE RINDLISBACHER, by authority and said KRISTY R. SCOTT AND MATTHEW OWEN MCCLEARY acknowledged to me that they as attorney-in-fact executed the same.

Notary Public: [Signature]

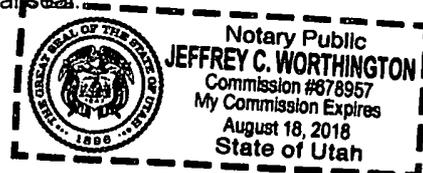


STATE OF UTAH )  
 ) ss.  
 COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 9 day of July 2015 by MONTY JOHN MILLER the signer(s) of the foregoing instrument, who being by me duly sworn did say that he is the REGISTERED AGENT of LUCY JANE MILLER FAMILY, LC A UTAH LIMITED LIABILITY COMPANY and that MONTY JOHN MILLER executed the within instrument by authority of its Operating Agreement and said MONTY JOHN MILLER duly acknowledged to me that he executed the same.

My commission expires: 8-18-18 Witness my hand and official seal.

Notary Public: [Signature]

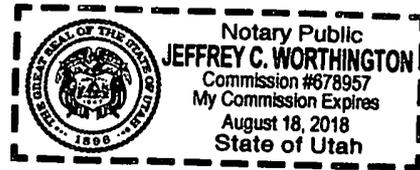


STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 9 day of JULY 2015,  
\_\_\_\_\_ by James E. Miller and Judith F. Miller, trustees of the James E. and Judy F. Miller Family Trust  
Dated August 31, 2011 the signer(s) of the foregoing instrument, who being by me duly sworn did say  
that they are the Manager of J&J Miller Management, LLC who is the Manager for J&J Miller Farms, LLC  
and that James E. Miller and Judith F. Miller, trustees of the James E. and Judy F. Miller Family Trust  
Dated August 31, 2011 executed the within instrument by authority of its Operating Agreement and said  
James E. Miller and Judith F. Miller, trustees of the James E. and Judy F. Miller Family Trust Dated  
August 31, 2011 duly acknowledged to me that he/she/they executed the same.

My commission expires: 8-18-18 Witness my hand and official seal.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_



## TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	Preliminary Approval
Exhibit "C":	Supplemental Plan
Exhibit "D"	City's Vested Laws
Exhibit "E"	List of Owners
Exhibit "F"	1/2 Width Street Standards
Exhibit "G"	Form Reimbursement Agreement
Exhibit "H"	Road Exhibit



**Miller Crossing Parcel**

Beginning at a point being South 89°52'44" East 259.41 feet along the section line and North 1,142.48 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°48'48" East 156.95 feet;  
thence Northwesterly 475.17 feet along the arc of a 1,103.00 foot radius curve to the left (center bears North 89°11'12" West and the chord bears North 11°31'42" West 471.51 feet with a central angle of 24°40'59");  
thence Northwesterly 416.61 feet along the arc of a 996.00 foot radius curve to the right (center bears North 66°07'49" East and the chord bears North 11°53'13" West 413.58 feet with a central angle of 23°57'56");  
thence North 00°05'45" East 147.80 feet;  
thence South 89°45'23" East 84.79 feet;  
thence North 35°33'40" East 250.72 feet;  
thence North 54°26'20" West 30.00 feet;  
thence South 66°45'26" West 206.64 feet;  
thence North 06°32'08" West 76.41 feet;  
thence North 00°18'08" West 121.01 feet;  
thence North 89°55'04" East 649.75 feet;  
thence North 44°55'04" East 732.60 feet;  
thence North 89°55'04" East 2,568.67 feet;  
thence South 37°05'03" East 70.95 feet;  
thence Southeasterly 235.65 feet along the arc of a 6,060.00 foot radius curve to the right (center bears South 52°54'57" West and the chord bears South 35°58'12" East 235.63 feet with a central angle of 02°13'41");  
thence South 00°05'17" West 2,076.39 feet;  
thence South 84°52'19" West 1,284.47 feet;  
thence North 04°53'04" West 581.77 feet;  
thence North 89°53'04" West 816.13 feet;  
thence North 02°00'00" West 2.74 feet;  
thence North 89°53'17" West 536.97 feet;  
thence South 82°29'37" West 839.49 feet;  
thence South 87.99 feet;  
thence North 85°03'43" West 230.24 feet to the point of beginning.

Contains 7,441,544 Square Feet or 170.834 Acres

Parcel 26-25-300-033  
26-25-400-058  
26-26-400-029

## **Exhibit A**

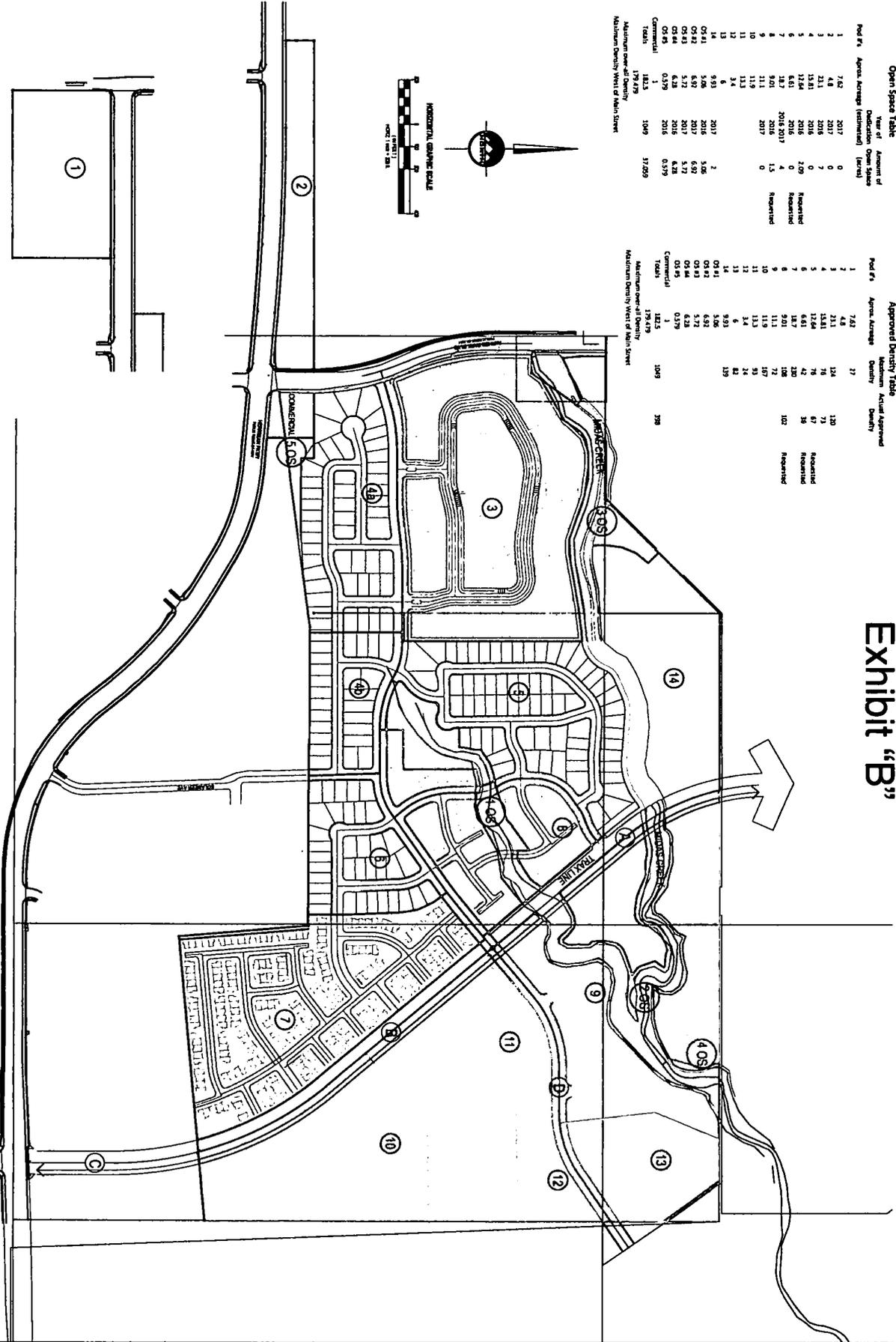
# Exhibit "B"

Open Space Table

Pod #	Year of Dedication	Open Space (Acres)	Amount of Open Space (Acres)
1	2017	7.62	0
2	2017	4.8	0
3	2016	2.11	0
4	2016	13.81	0
5	2016	4.2	0
6	2016	6.61	0
7	2016	18.7	0
8	2016	9.01	0
9	2016	11.1	0
10	2016	11.3	0
11	2016	13.3	0
12	2016	3.4	0
13	2017	6	2
14	2016	9.93	2.66
OS 1	2016	4.26	4.26
OS 2	2016	5.72	5.72
OS 3	2016	6.28	6.28
OS 4	2016	0.579	0.579
OS 5	2016	0.579	0.579
OS 6	2016	0.579	0.579
OS 7	2016	0.579	0.579
OS 8	2016	0.579	0.579
OS 9	2016	0.579	0.579
OS 10	2016	0.579	0.579
OS 11	2016	0.579	0.579
OS 12	2016	0.579	0.579
OS 13	2016	0.579	0.579
OS 14	2016	0.579	0.579
OS 15	2016	0.579	0.579
OS 16	2016	0.579	0.579
OS 17	2016	0.579	0.579
OS 18	2016	0.579	0.579
OS 19	2016	0.579	0.579
OS 20	2016	0.579	0.579
OS 21	2016	0.579	0.579
OS 22	2016	0.579	0.579
OS 23	2016	0.579	0.579
OS 24	2016	0.579	0.579
OS 25	2016	0.579	0.579
OS 26	2016	0.579	0.579
OS 27	2016	0.579	0.579
OS 28	2016	0.579	0.579
OS 29	2016	0.579	0.579
OS 30	2016	0.579	0.579
OS 31	2016	0.579	0.579
OS 32	2016	0.579	0.579
OS 33	2016	0.579	0.579
OS 34	2016	0.579	0.579
OS 35	2016	0.579	0.579
OS 36	2016	0.579	0.579
OS 37	2016	0.579	0.579
OS 38	2016	0.579	0.579
OS 39	2016	0.579	0.579
OS 40	2016	0.579	0.579
OS 41	2016	0.579	0.579
OS 42	2016	0.579	0.579
OS 43	2016	0.579	0.579
OS 44	2016	0.579	0.579
OS 45	2016	0.579	0.579
OS 46	2016	0.579	0.579
OS 47	2016	0.579	0.579
OS 48	2016	0.579	0.579
OS 49	2016	0.579	0.579
OS 50	2016	0.579	0.579
OS 51	2016	0.579	0.579
OS 52	2016	0.579	0.579
OS 53	2016	0.579	0.579
OS 54	2016	0.579	0.579
OS 55	2016	0.579	0.579
OS 56	2016	0.579	0.579
OS 57	2016	0.579	0.579
OS 58	2016	0.579	0.579
OS 59	2016	0.579	0.579
OS 60	2016	0.579	0.579
OS 61	2016	0.579	0.579
OS 62	2016	0.579	0.579
OS 63	2016	0.579	0.579
OS 64	2016	0.579	0.579
OS 65	2016	0.579	0.579
OS 66	2016	0.579	0.579
OS 67	2016	0.579	0.579
OS 68	2016	0.579	0.579
OS 69	2016	0.579	0.579
OS 70	2016	0.579	0.579
OS 71	2016	0.579	0.579
OS 72	2016	0.579	0.579
OS 73	2016	0.579	0.579
OS 74	2016	0.579	0.579
OS 75	2016	0.579	0.579
OS 76	2016	0.579	0.579
OS 77	2016	0.579	0.579
OS 78	2016	0.579	0.579
OS 79	2016	0.579	0.579
OS 80	2016	0.579	0.579
OS 81	2016	0.579	0.579
OS 82	2016	0.579	0.579
OS 83	2016	0.579	0.579
OS 84	2016	0.579	0.579
OS 85	2016	0.579	0.579
OS 86	2016	0.579	0.579
OS 87	2016	0.579	0.579
OS 88	2016	0.579	0.579
OS 89	2016	0.579	0.579
OS 90	2016	0.579	0.579
OS 91	2016	0.579	0.579
OS 92	2016	0.579	0.579
OS 93	2016	0.579	0.579
OS 94	2016	0.579	0.579
OS 95	2016	0.579	0.579
OS 96	2016	0.579	0.579
OS 97	2016	0.579	0.579
OS 98	2016	0.579	0.579
OS 99	2016	0.579	0.579
OS 100	2016	0.579	0.579

Approved Density Table

Pod #	Year of Dedication	Approved Density	Actual Density
1	2017	7.62	17
2	2017	4.8	124
3	2016	2.11	120
4	2016	13.81	73
5	2016	4.2	71
6	2016	6.61	42
7	2016	18.7	38
8	2016	9.01	200
9	2016	11.1	108
10	2016	11.3	72
11	2016	13.3	71
12	2016	3.4	31
13	2017	6	24
14	2016	9.93	82
OS 1	2016	4.26	279
OS 2	2016	5.72	298
OS 3	2016	6.28	298
OS 4	2016	0.579	298
OS 5	2016	0.579	298
OS 6	2016	0.579	298
OS 7	2016	0.579	298
OS 8	2016	0.579	298
OS 9	2016	0.579	298
OS 10	2016	0.579	298
OS 11	2016	0.579	298
OS 12	2016	0.579	298
OS 13	2016	0.579	298
OS 14	2016	0.579	298
OS 15	2016	0.579	298
OS 16	2016	0.579	298
OS 17	2016	0.579	298
OS 18	2016	0.579	298
OS 19	2016	0.579	298
OS 20	2016	0.579	298
OS 21	2016	0.579	298
OS 22	2016	0.579	298
OS 23	2016	0.579	298
OS 24	2016	0.579	298
OS 25	2016	0.579	298
OS 26	2016	0.579	298
OS 27	2016	0.579	298
OS 28	2016	0.579	298
OS 29	2016	0.579	298
OS 30	2016	0.579	298
OS 31	2016	0.579	298
OS 32	2016	0.579	298
OS 33	2016	0.579	298
OS 34	2016	0.579	298
OS 35	2016	0.579	298
OS 36	2016	0.579	298
OS 37	2016	0.579	298
OS 38	2016	0.579	298
OS 39	2016	0.579	298
OS 40	2016	0.579	298
OS 41	2016	0.579	298
OS 42	2016	0.579	298
OS 43	2016	0.579	298
OS 44	2016	0.579	298
OS 45	2016	0.579	298
OS 46	2016	0.579	298
OS 47	2016	0.579	298
OS 48	2016	0.579	298
OS 49	2016	0.579	298
OS 50	2016	0.579	298
OS 51	2016	0.579	298
OS 52	2016	0.579	298
OS 53	2016	0.579	298
OS 54	2016	0.579	298
OS 55	2016	0.579	298
OS 56	2016	0.579	298
OS 57	2016	0.579	298
OS 58	2016	0.579	298
OS 59	2016	0.579	298
OS 60	2016	0.579	298
OS 61	2016	0.579	298
OS 62	2016	0.579	298
OS 63	2016	0.579	298
OS 64	2016	0.579	298
OS 65	2016	0.579	298
OS 66	2016	0.579	298
OS 67	2016	0.579	298
OS 68	2016	0.579	298
OS 69	2016	0.579	298
OS 70	2016	0.579	298
OS 71	2016	0.579	298
OS 72	2016	0.579	298
OS 73	2016	0.579	298
OS 74	2016	0.579	298
OS 75	2016	0.579	298
OS 76	2016	0.579	298
OS 77	2016	0.579	298
OS 78	2016	0.579	298
OS 79	2016	0.579	298
OS 80	2016	0.579	298
OS 81	2016	0.579	298
OS 82	2016	0.579	298
OS 83	2016	0.579	298
OS 84	2016	0.579	298
OS 85	2016	0.579	298
OS 86	2016	0.579	298
OS 87	2016	0.579	298
OS 88	2016	0.579	298
OS 89	2016	0.579	298
OS 90	2016	0.579	298
OS 91	2016	0.579	298
OS 92	2016	0.579	298
OS 93	2016	0.579	298
OS 94	2016	0.579	298
OS 95	2016	0.579	298
OS 96	2016	0.579	298
OS 97	2016	0.579	298
OS 98	2016	0.579	298
OS 99	2016	0.579	298
OS 100	2016	0.579	298



NOTE: EXACT BOUNDARIES OF PODS SHOWN ARE APPROXIMATE AND SHALL BE DEFINED BY FINAL PLATS

**EN SIGN**  
THE FIRM AND ENGINEERING  
8417 LANE CITY  
41 W. 1000 S. SUITE 210  
SALT LAKE CITY, UT 84119  
Phone: 801.255.0229

**LANTON**  
PO BOX 1043 500  
Cedar City, UT 84701  
Phone: 801.547.1100

**REC-HILLFIELD**  
PO BOX 428 200 200  
Cedar City, UT 84701  
Phone: 435.863.1643

**COLLINSVILLE SERVICES**  
PO BOX 110 110  
Cedar City, UT 84701  
Phone: 719.793.0119

**UTAH ARCHITECTS ASSOCIATION**  
100 WEST CENTER STREET  
SALT LAKE CITY, UT 84119  
PHONE: 801.733.8888

**MILLER CROSSING**

HERRIMAN, UTAH

**EX-100**

## Exhibit C



May 8, 2015

Leisure Villas  
791 North 100 East  
Lehi, UT 84043

Re: File Number 38C14-01/11S15

Dear Leisure Villas:

The Herriman Planning Commission at their regular meeting on May 7, 2015, granted approval to your request for a subdivision of 120 lots and final PUD approval on property located at approximately 12200 S 5100 W. The approval is subject to the following conditions:

**PUD Requirements:**

1. The Planning Commission will look at each phase and should attempt to incorporate the required open space in each phase. With each phase submitted, the applicant should submit an open space summary.
2. Fencing along Anthem Park Boulevard to be 6 foot precast to meet City standard, with the color and style to be approved by the Planning Commission.
3. Fencing along the trail shall be 6 foot tan vinyl. Fencing along the road to the south and east shall be 6 foot tan vinyl. Vinyl fence should have masonry columns along the collector road to the south.
4. Dedicate and build an asphalt and soft surface trail along Midas Creek. Provide at least one trail connection between the buildings to connect to the trail along Midas. Trails should be constructed to meet City standard.
5. Setbacks from the public right of way shall be at least 15 feet. Setbacks between buildings shall be at least 10 feet.
6. All of the open space within the project will be maintained by the HOA.
7. Building elevations to be reviewed and approved by the Planning Commission. This should include the clubhouse elevation.
8. CC&R's to be reviewed and approved by Planning Commission. These should include building materials, house square footage, landscaping requirements, and fencing.

**Subdivision Requirements:**

1. Meet with the Staff for review and final approval of the site plan.
2. Receive and agree to the recommendations from other agencies.
3. Dedication from center line of Anthem Park Blvd to the City for street right-of-way.
4. Install curb, gutter and sidewalk on all public streets, including Anthem Park Blvd.
5. Provide a CLOMR for the entire project. No property lines can be within the flood plain.
6. No property lines shall be within 20 feet of the top of bank of Midas Creek, as determined by the City Engineer.

7. Work with engineering on an agreement to define the maintenance, striping, and signing of the on-street parking.
8. The entry islands shall be maintained by the HOA. Work with engineering on an agreement for maintenance of the entry islands.
9. Provide a storm water analysis and detain to City standard. Detention can be off-site. Work with engineering on the overall detention of the project.
10. Comply with the Hales Traffic study regarding acceleration lanes on Anthem Park Blvd.
11. Plat not to be recorded until a Development Agreement for Miller Crossing is approved by City Council.

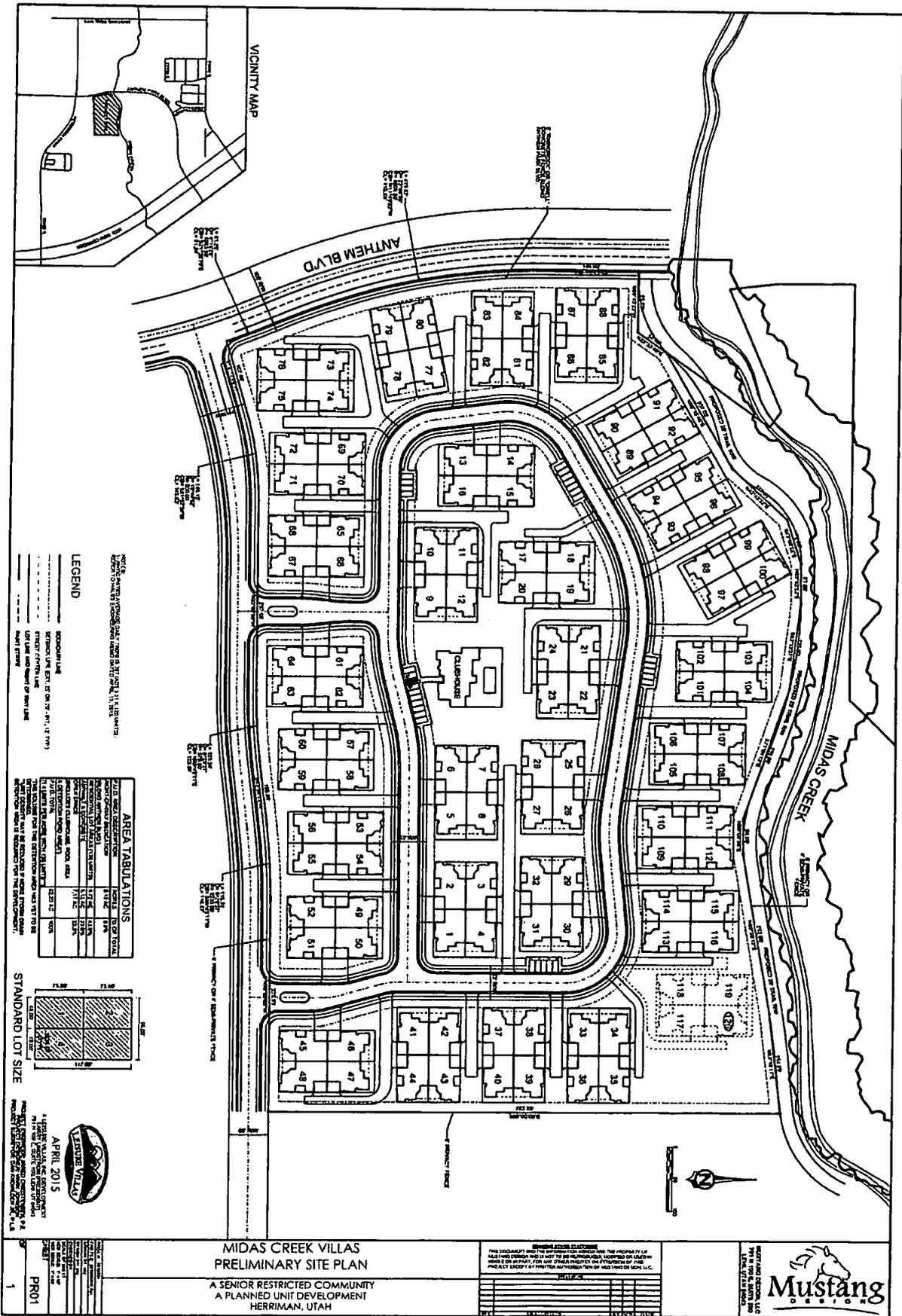
The subdivision plat will expire two years after the Planning Commission's May 7, 2015 approval. Failure to record the final plat within such two year time period renders the final plat void. The City may grant an extension if the request for extension is made in writing and received by staff prior to the expiration date.

For questions concerning the engineering process please contact Augusto Robles. If you have any other questions please contact the Planning Department during regular business hours.

Sincerely,



Heather Upshaw  
Planner III  
planning@herriman.org



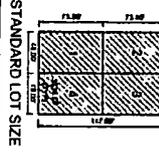
NOTE: THIS PRELIMINARY SITE PLAN IS SUBJECT TO THE APPROVAL OF THE HERRIMAN CITY PLANNING DEPARTMENT AND THE HERRIMAN CITY COUNCIL. THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE HERRIMAN CITY PLANNING DEPARTMENT AND THE HERRIMAN CITY COUNCIL.

**LEGEND**

- PROPOSED LOT
- EXISTING LOT
- PROPOSED DRIVE
- EXISTING DRIVE
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- PROPOSED UTILITY
- EXISTING UTILITY
- PROPOSED FENCE
- EXISTING FENCE
- PROPOSED SIGN
- EXISTING SIGN
- PROPOSED LIGHT
- EXISTING LIGHT
- PROPOSED TREE
- EXISTING TREE
- PROPOSED BENCH
- EXISTING BENCH
- PROPOSED BIKEWAY
- EXISTING BIKEWAY
- PROPOSED TRAIL
- EXISTING TRAIL
- PROPOSED WALKWAY
- EXISTING WALKWAY
- PROPOSED PLAYGROUND
- EXISTING PLAYGROUND
- PROPOSED PARKING
- EXISTING PARKING
- PROPOSED DRIVEWAY
- EXISTING DRIVEWAY
- PROPOSED GARAGE
- EXISTING GARAGE
- PROPOSED PORCH
- EXISTING PORCH
- PROPOSED DECK
- EXISTING DECK
- PROPOSED PATIO
- EXISTING PATIO
- PROPOSED BALCONY
- EXISTING BALCONY
- PROPOSED TERRACE
- EXISTING TERRACE
- PROPOSED STAIR
- EXISTING STAIR
- PROPOSED RAMP
- EXISTING RAMP
- PROPOSED CURB
- EXISTING CURB
- PROPOSED GROUND
- EXISTING GROUND
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED DRAINAGE
- EXISTING DRAINAGE
- PROPOSED IRRIGATION
- EXISTING IRRIGATION
- PROPOSED FERTILIZATION
- EXISTING FERTILIZATION
- PROPOSED PESTICIDES
- EXISTING PESTICIDES
- PROPOSED WEEDING
- EXISTING WEEDING
- PROPOSED MAINTENANCE
- EXISTING MAINTENANCE
- PROPOSED REPAIRS
- EXISTING REPAIRS
- PROPOSED REPLACEMENTS
- EXISTING REPLACEMENTS
- PROPOSED UPGRADES
- EXISTING UPGRADES
- PROPOSED IMPROVEMENTS
- EXISTING IMPROVEMENTS
- PROPOSED ADJUSTMENTS
- EXISTING ADJUSTMENTS
- PROPOSED CORRECTIONS
- EXISTING CORRECTIONS
- PROPOSED MODIFICATIONS
- EXISTING MODIFICATIONS
- PROPOSED ALTERATIONS
- EXISTING ALTERATIONS
- PROPOSED CHANGES
- EXISTING CHANGES
- PROPOSED DELETIONS
- EXISTING DELETIONS
- PROPOSED ADDITIONS
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- PROPOSED REMOVALS
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- PROPOSED CHANGES
- EXISTING CHANGES
- PROPOSED DELETIONS
- EXISTING DELETIONS
- PROPOSED ADDITIONS
- EXISTING ADDITIONS
- PROPOSED REMOVALS
- EXISTING REMOVALS
- PROPOSED INSTALLATIONS
- EXISTING INSTALLATIONS

**AREA TABULATIONS**

AREA	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
TOTAL AREA	1,180,000	100%
PROPOSED LOT AREA	1,180,000	100%
EXISTING LOT AREA	1,180,000	100%
PROPOSED DRIVEWAY AREA	1,180,000	100%
EXISTING DRIVEWAY AREA	1,180,000	100%
PROPOSED SIDEWALK AREA	1,180,000	100%
EXISTING SIDEWALK AREA	1,180,000	100%
PROPOSED UTILITY AREA	1,180,000	100%
EXISTING UTILITY AREA	1,180,000	100%
PROPOSED FENCE AREA	1,180,000	100%
EXISTING FENCE AREA	1,180,000	100%
PROPOSED SIGN AREA	1,180,000	100%
EXISTING SIGN AREA	1,180,000	100%
PROPOSED LIGHT AREA	1,180,000	100%
EXISTING LIGHT AREA	1,180,000	100%
PROPOSED TREE AREA	1,180,000	100%
EXISTING TREE AREA	1,180,000	100%
PROPOSED BENCH AREA	1,180,000	100%
EXISTING BENCH AREA	1,180,000	100%
PROPOSED BIKEWAY AREA	1,180,000	100%
EXISTING BIKEWAY AREA	1,180,000	100%
PROPOSED TRAIL AREA	1,180,000	100%
EXISTING TRAIL AREA	1,180,000	100%
PROPOSED WALKWAY AREA	1,180,000	100%
EXISTING WALKWAY AREA	1,180,000	100%
PROPOSED PLAYGROUND AREA	1,180,000	100%
EXISTING PLAYGROUND AREA	1,180,000	100%
PROPOSED PARKING AREA	1,180,000	100%
EXISTING PARKING AREA	1,180,000	100%
PROPOSED DRIVEWAY AREA	1,180,000	100%
EXISTING DRIVEWAY AREA	1,180,000	100%
PROPOSED GARAGE AREA	1,180,000	100%
EXISTING GARAGE AREA	1,180,000	100%
PROPOSED PORCH AREA	1,180,000	100%
EXISTING PORCH AREA	1,180,000	100%
PROPOSED DECK AREA	1,180,000	100%
EXISTING DECK AREA	1,180,000	100%
PROPOSED PATIO AREA	1,180,000	100%
EXISTING PATIO AREA	1,180,000	100%
PROPOSED BALCONY AREA	1,180,000	100%
EXISTING BALCONY AREA	1,180,000	100%
PROPOSED TERRACE AREA	1,180,000	100%
EXISTING TERRACE AREA	1,180,000	100%
PROPOSED STAIR AREA	1,180,000	100%
EXISTING STAIR AREA	1,180,000	100%
PROPOSED RAMP AREA	1,180,000	100%
EXISTING RAMP AREA	1,180,000	100%
PROPOSED CURB AREA	1,180,000	100%
EXISTING CURB AREA	1,180,000	100%
PROPOSED GROUND AREA	1,180,000	100%
EXISTING GROUND AREA	1,180,000	100%
PROPOSED ELEVATION AREA	1,180,000	100%
EXISTING ELEVATION AREA	1,180,000	100%
PROPOSED DRAINAGE AREA	1,180,000	100%
EXISTING DRAINAGE AREA	1,180,000	100%
PROPOSED IRRIGATION AREA	1,180,000	100%
EXISTING IRRIGATION AREA	1,180,000	100%
PROPOSED FERTILIZATION AREA	1,180,000	100%
EXISTING FERTILIZATION AREA	1,180,000	100%
PROPOSED PESTICIDES AREA	1,180,000	100%
EXISTING PESTICIDES AREA	1,180,000	100%
PROPOSED WEEDING AREA	1,180,000	100%
EXISTING WEEDING AREA	1,180,000	100%
PROPOSED MAINTENANCE AREA	1,180,000	100%
EXISTING MAINTENANCE AREA	1,180,000	100%
PROPOSED REPAIRS AREA	1,180,000	100%
EXISTING REPAIRS AREA	1,180,000	100%
PROPOSED REPLACEMENTS AREA	1,180,000	100%
EXISTING REPLACEMENTS AREA	1,180,000	100%
PROPOSED UPGRADES AREA	1,180,000	100%
EXISTING UPGRADES AREA	1,180,000	100%
PROPOSED IMPROVEMENTS AREA	1,180,000	100%
EXISTING IMPROVEMENTS AREA	1,180,000	100%
PROPOSED ADJUSTMENTS AREA	1,180,000	100%
EXISTING ADJUSTMENTS AREA	1,180,000	100%
PROPOSED CORRECTIONS AREA	1,180,000	100%
EXISTING CORRECTIONS AREA	1,180,000	100%
PROPOSED MODIFICATIONS AREA	1,180,000	100%
EXISTING MODIFICATIONS AREA	1,180,000	100%
PROPOSED ALTERATIONS AREA	1,180,000	100%
EXISTING ALTERATIONS AREA	1,180,000	100%
PROPOSED CHANGES AREA	1,180,000	100%
EXISTING CHANGES AREA	1,180,000	100%
PROPOSED DELETIONS AREA	1,180,000	100%
EXISTING DELETIONS AREA	1,180,000	100%
PROPOSED ADDITIONS AREA	1,180,000	100%
EXISTING ADDITIONS AREA	1,180,000	100%
PROPOSED REMOVALS AREA	1,180,000	100%
EXISTING REMOVALS AREA	1,180,000	100%
PROPOSED INSTALLATIONS AREA	1,180,000	100%
EXISTING INSTALLATIONS AREA	1,180,000	100%



**MIDAS CREEK VILLAS**  
**PRELIMINARY SITE PLAN**  
 A SENIOR RESTRICTED COMMUNITY  
 A PLANNED UNIT DEVELOPMENT  
 HERRIMAN, UTAH

APRIL 2015

PROJECT NO. 1

## **Exhibit D**

**City vested laws are on file at Herriman City .**

## **Exhibit E**

### **Parcel 1: 26-26-400-033, 26-26-400-058, 26-26-452-015**

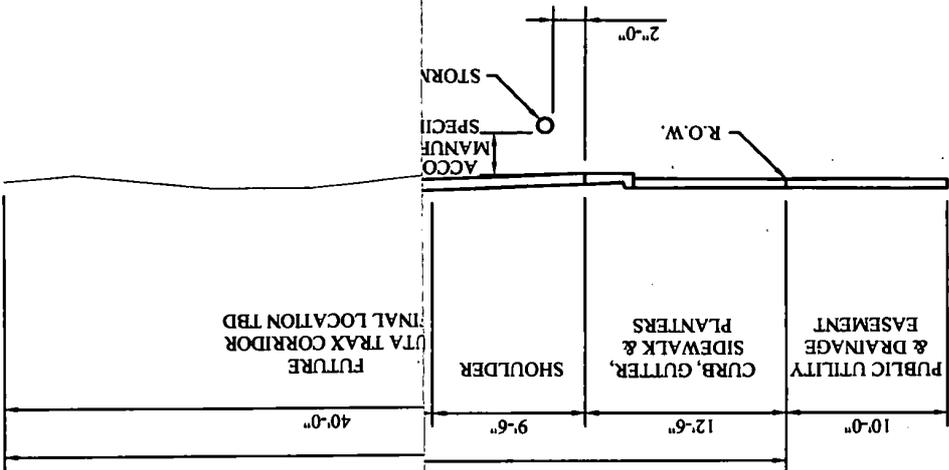
- JAY B. RINDLISBACHER and JANE RINDLISHBACHER – Undivided 1/4 Interest
- MONTY JOHN MILLER and SHARON MILLER – Undivided 1/4 Interest
- JULIE B. OWENS – Undivided 7.951225% Interest
- ILENE B. MADSEN – Undivided 7.951225% Interest
- SUSAN B. LEE – Undivided 7.951225% Interest
- KENNETH E. BOEHME – Undivided 7.951225% Interest
- BOEHME INVESTMENTS, LLC – Undivided 7.7% Interest
- MARGARET M. BOEHME – Undivided 6.184% Interest
- MARGARET BOEHME – Undivided 3.164775% Interest
- JAMES EUGENE MILLER and JUDITH MILLER – Undivided 1/4 Interest in Tax Parcel 26-26-400-033
- J & J MILLER FARMS, LLC – Undivided 1/4 Interest in Tax Parcel 26-26-400-058 and 26-26-452-015

### **Parcel 2: 26-25-300-033, 26-25-300-029**

- JAY B. RINDLISBACHER and JANE RINDLISHBACHER – Undivided 7/32 Interest
- MARGARET BOEHME – Undivided 7/32 Interest
- JAMES EUGENE MILLER and JUDITH MILLER – Undivided 7/32 Interest
- MONTY JOHN MILLER and SHARON MILLER – Undivided 7/32 Interest
- LUCY JANE MILLER FAMILY LC – Undivided 4/32 Interest

## **Exhibit F**

SHEET				
SHEET NAME	MAIN STREET HALF-ROAD TYPICAL ROADWAY CROSS SECTION			
CITY/ENGINEER	DATE			
				
NO	DATE	DRAWN BY	REVISIONS	REMARKS



## **Exhibit G**