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**Exhibit A**

**WHEN RECORDED, RETURN TO:**

HERRIMAN CITY  
5355 W. HERRIMAN MAIN STREET  
HERRIMAN, UT 84096

13971513 B: 11349 P: 1915 Total Pages: 17  
06/17/2022 11:02 AM By: zjorgensen Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: HERRIMAN CITY  
5355 W HERRIMAN MAIN STREET HERRIMAN, UT 84096



**AMENDMENT No. 1  
to  
MASTER DEVELOPMENT AGREEMENT  
for  
MOUNTAIN VIEW OFFICE AND SELF STORAGE AREA**

THIS AMENDMENT NO.1 to the MASTER DEVELOPMENT AGREEMENT for the MOUNTAIN VIEW OFFICE AND SELF STORAGE AREA is made and entered as of the 31<sup>st</sup> day of May 2022, by and between Herriman City, a Utah municipality, and Sunrise 3 LLC, a Utah limited liability company.

**RECITALS**

- A. The capitalized terms used in this This Amendment No. 1 shall have the meaning set forth in the MDA.
- B. Master Developer and City executed the MDA on June 24, 2020 which was recorded as Entry # 13323841 at Book # 10976 and Page # 1902-1941 in the books and records of the Salt Lake County Recorder.
- C. Because of certain changes, the Parties desire to enter into this this Amendment No. 1.
- D. This Amendment No. 1 was considered by the Planning Commission on May 5, 2022 and recommended to the City Council which considered and approved this Amendment No. 1 on May 25, 2022 2022.

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 Parties hereby agree to the following:

**TERMS**

- 1. **Amended Definitions.** The following definitions are hereby added:

1.1. **Definitions.** As used in this Amendment No. 1 to the MDA, the words and phrases specified below shall have the following meanings:

1.1.1. **Amended Addendum No. 1** means the attachment hereto that contain the terms of this MDA that are unique to the Project. All references in the MDA to “Addendum No. 1” shall be deemed to mean the “Amended Addendum No. 1”.

2. **Zoning and Vested Rights.** Section 3.1 of the MDA is amended to read as follows: The City has rezoned the Property with zoning conditions as shown on the Zoning Map in Exhibit “C”.

3. **Amended Addendum No. 1.** Section 6 of the MDA is amended to read as follows: Amended Addendum No. 1 contains the provisions of this MDA that are unique to the development of the Project.

4. **Continued Effectiveness of the MDA.** Other than as specifically modified by this Amendment No. 1, the MDA shall remain in full force and effect

5. **Recordation and Running with the Land.** This Amendment No. 1 shall be recorded in the chain of title for the Project and MDA shall be deemed to run with the land.

6. **Authority.** The Parties to this Amendment No. 1 each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. 2022-21 adopted by the City on May 25, 2022.

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.

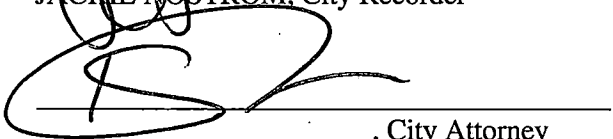
*[signatures on following page]*

CITY  
Herriman City

  
\_\_\_\_\_  
NATHAN CHERPESKI, City Manager

ATTEST

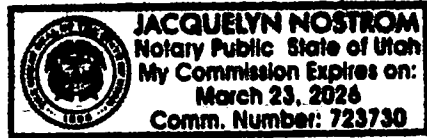
  
\_\_\_\_\_  
JACKIE NOSTROM, City Recorder

  
\_\_\_\_\_, City Attorney  
*Approved as to form and legality*



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

On the 31<sup>st</sup> day of May, 2022, personally appeared before me NATHAN CHERPESKI who being by me duly sworn, did say that he is the City Manager of Herriman City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.



  
\_\_\_\_\_  
NOTARY PUBLIC

**MASTER DEVELOPER**

Sunrise 3 LLC

Signature: \_\_\_\_\_

*[Handwritten Signature]*

Print Name: \_\_\_\_\_

*Bryan Flamm*

Title: \_\_\_\_\_

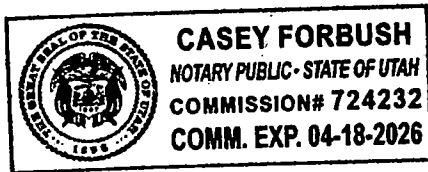
*Manager*

STATE OF UTAH )

:SS

COUNTY OF SALT LAKE )

On the 31<sup>st</sup> day of May, 2022, personally appeared before me Bryan Flamm, who being by me duly sworn, did say that she/he is the Manager of Sunrise 3 L.L.C., a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



*[Handwritten Signature]*  
NOTARY PUBLIC

## AMENDED ADDENDUM NO. 1

### TERMS

#### 1. Definitions.

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

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

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

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

1.2.3. Extra Space Storage means that Parcel of land located at approximately 11999 S Black Powder Drive in Herriman, Utah, which is described in Exhibit "A" as "Extra Space Storage" and shown in Exhibits "B" and "D".

#### 2. Development of the North Office Area.

2.1. The North Office Area shall be developed in compliance with the C-2 Zone, as shown on the Amended Zoning Map, and all standards specified in the City's Vested Laws, including, but not limited to, subdivision regulations, design standards, and screening requirements. As a zoning condition, the following land uses otherwise allowed in the C-2 Zone shall not be permitted: "Congregate living facility", "Golf Course", "Resource recycling collection point", "School, charter", "School, elementary, middle or high", "Utility, major", "Utility substation", "Alcoholic beverage: Airport lounge", "Bed and breakfast homestay", "Brewery", "Daycare/preschool center", "Model home sales", "Temporary building", "Transportation service" and "Laundry services".

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

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

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

2.5. **Approved Materials.** The approved materials as shown on Exhibit “F” shall be authorized for use on the North Office Area in addition to any other materials allowed by the City’s Vested Laws.

2.6. **Parking.** The parking requirement for the North Office Area shall be 5.5 stalls per 1,000 square feet of leasable space.

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

4. **Development of South Self Storage Area.**

4.1. The South Self Storage Area shall be developed in compliance with the M-1 Zone, as shown on the Zoning Map, and all standards specified in the City’s Vested Laws, including, but not limited to, subdivision regulations, design standards, and screening requirements. As a zoning condition,

land uses shall be limited to “Self Service Warehouse” and “Recreational Vehicle Storage Yard” with a maximum building height of thirty feet (30’).

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

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

4.4. **Emergency Access.** Access from the South Self Storage Area to Black Powder Road, as shown on Exhibit “D”, shall be for emergency purposes only by a “crash gate” specified by the Unified Fire District, which shall be maintained by Master Developer.

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

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

termination of this MDA and shall be perpetual as long as the entrance, public street, and stacking area exists for vehicle access to the South Self Storage Area.

#### **TABLE OF EXHIBITS**

Exhibit "A"	Legal Description of Property
Exhibit "B"	General Plan Map
Exhibit "C"	North Office Area
Exhibit "D"	Extra Space Storage Area
Exhibit "E"	City's Vested Laws
Exhibit "F"	Allowable Materials for North Office Area



**Exhibit A**  
***Legal Descriptions***

**NORTH OFFICE AREA DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER AND A POINT IN THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF 11800 SOUTH STREET, SAID CORNER IS S89°39'15"E ALONG THE SECTION LINE 1338.90 FEET AND S0°20'45"W 36.70 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE S0°20'47"W (S0°20'45"W BY RECORD) 1168.83 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; N36°31'04"W 1182.89 FEET; THENCE N49°50'40"E 73.34 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 527.32 FEET WITH A RADIUS OF 1045.89 FEET THROUGH A CENTRAL ANGLE OF 28°53'15", CHORD: N70°53'13"E 521.75 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 54.84 FEET WITH A RADIUS OF 966.54 FEET THROUGH A CENTRAL ANGLE OF 03°15'03", CHORD: N88°36'11"E 54.83 FEET; THENCE S89°17'47"E 107.12 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±10.35 ACRES

**MIDDLE PARK AREA DESCRIPTION**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°39'15"E ALONG THE SECTION LINE 627.70 FEET AND SOUTH 259.14 FEET FROM THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S36°31'04"E 55.82 FEET; THENCE S53°28'56"W 133.85 FEET; THENCE S36°56'58"E 310.81 FEET; THENCE S37°00'51"E 980.36 FEET; THENCE N00°20'47"E 87.48 FEET; THENCE S89°38'37"E 98.14 FEET; THENCE S37°06'25"E 932.00 FEET; THENCE S52°53'35"W 257.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 123.40 FEET WITH A RADIUS OF 6512.00 FEET THROUGH A CENTRAL ANGLE OF 01°05'09", CHORD: N33°43'53"W 123.40 FEET; THENCE N33°26'30"W 583.69 FEET; THENCE N36°49'35"W 919.00 FEET; THENCE N28°02'09"W 392.61 FEET; THENCE N36°49'35"W 251.12 FEET; THENCE N53°10'27"E 63.12 FEET; THENCE N49°50'40"E 87.80 FEET; TO THE POINT OF BEGINNING.

CONTAINS: ±6.94 ACRES

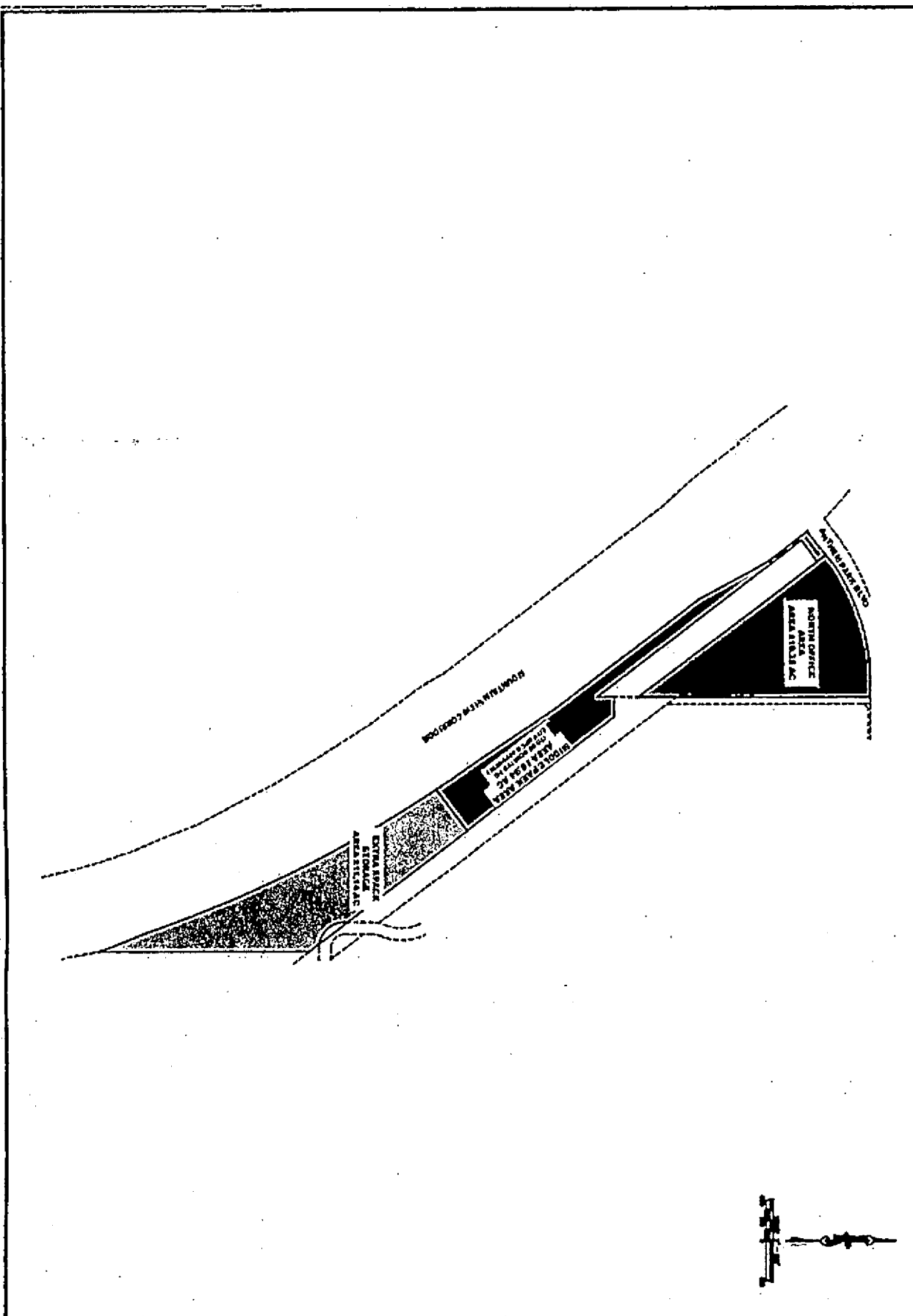
**EXTRA SPACE STORAGE AREA DESCRIPTION**

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

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

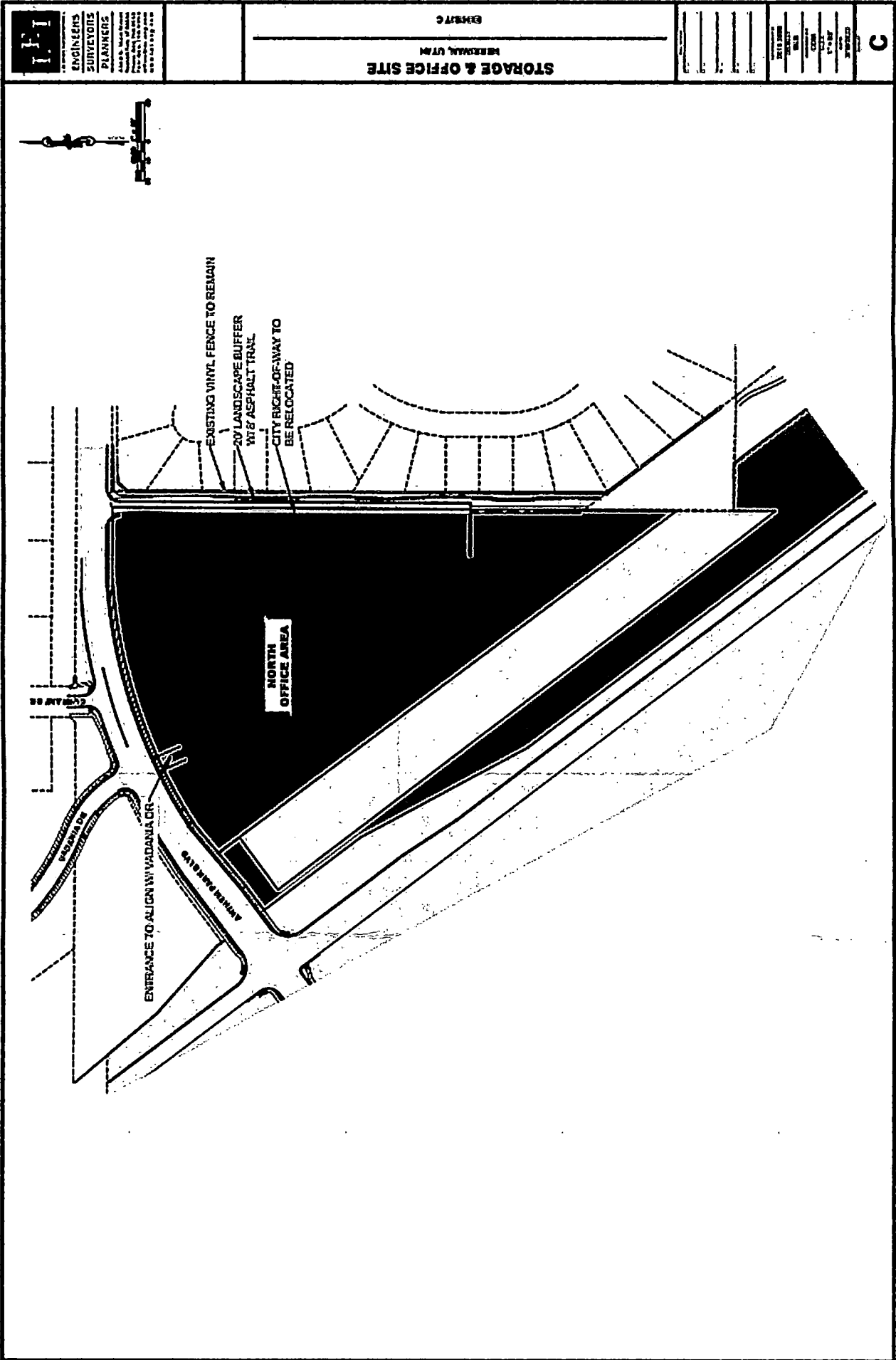
CONTAINS: 11.14 ACRES+/-

Exhibit B  
General Plan Map

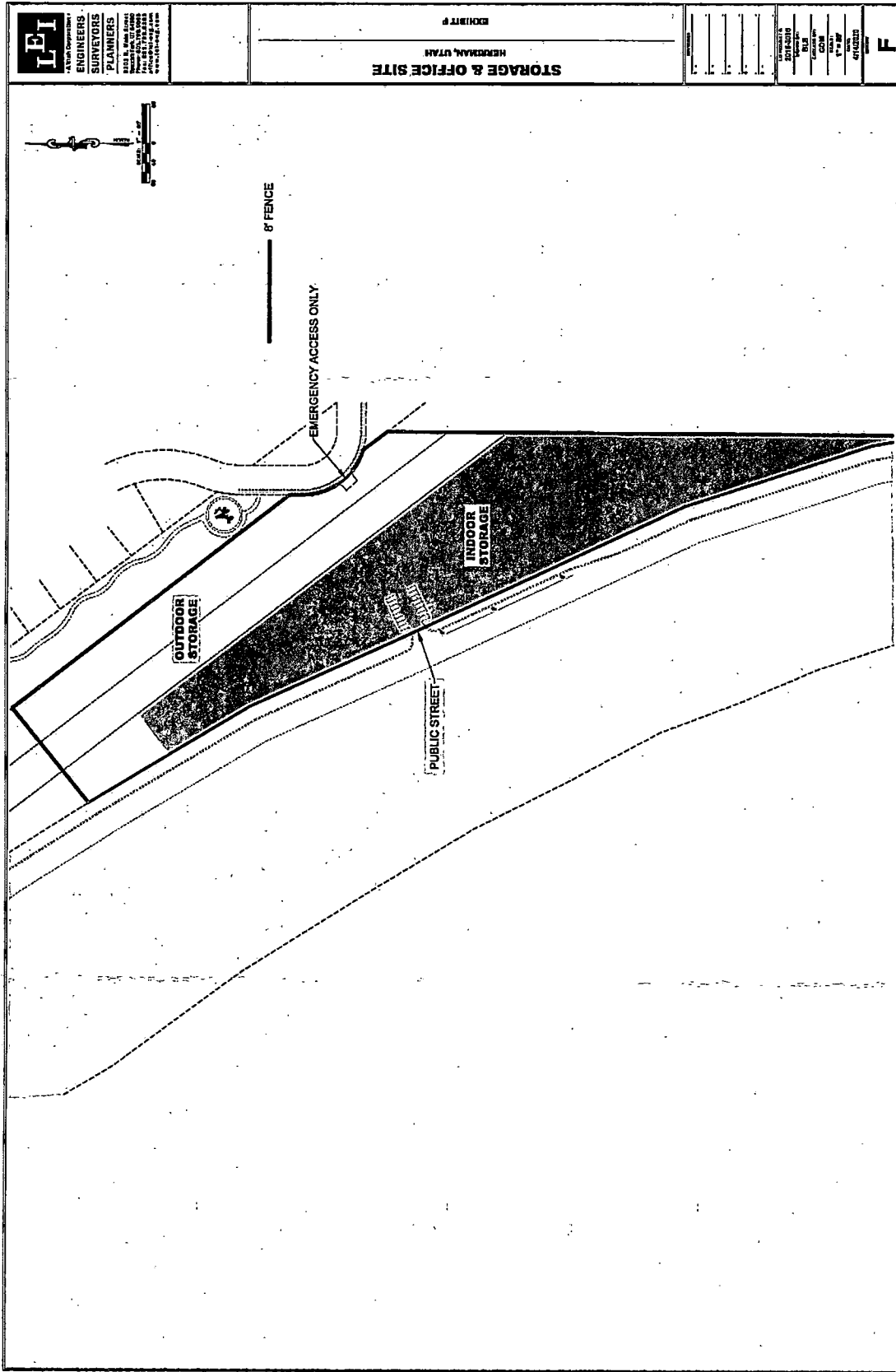


<b>B</b>	<b>STORAGE &amp; OFFICE SITE</b> MIDWINTER, UTAH	
	EXHIBIT B	

Exhibit C  
North Office Area



**Exhibit D**  
*Extra Storage Space*

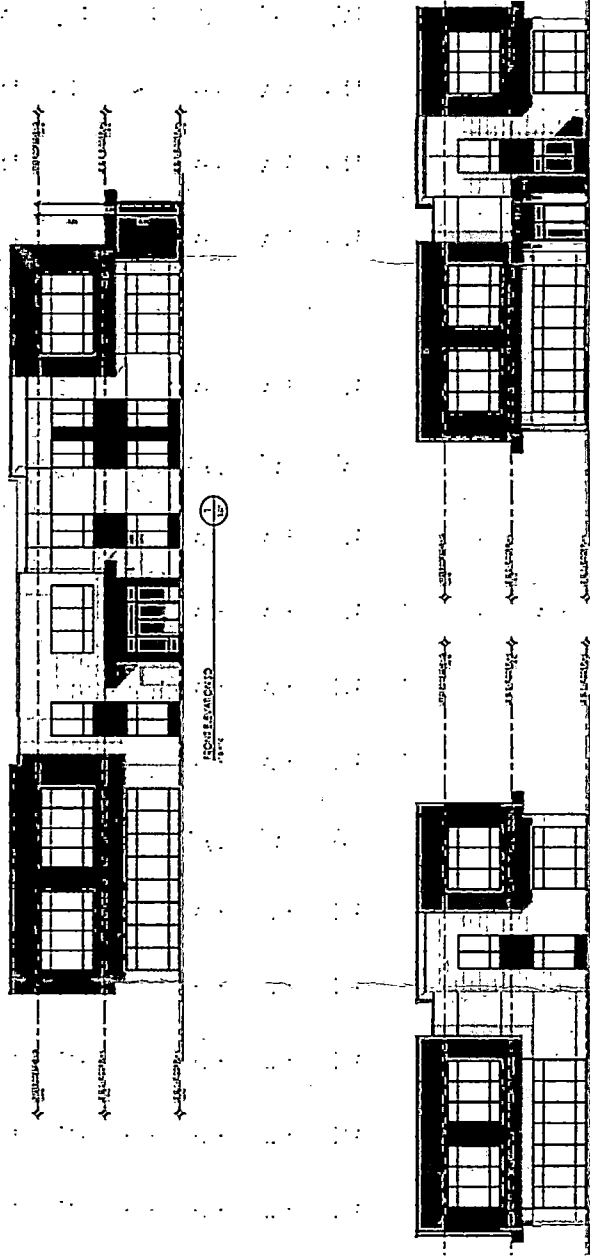
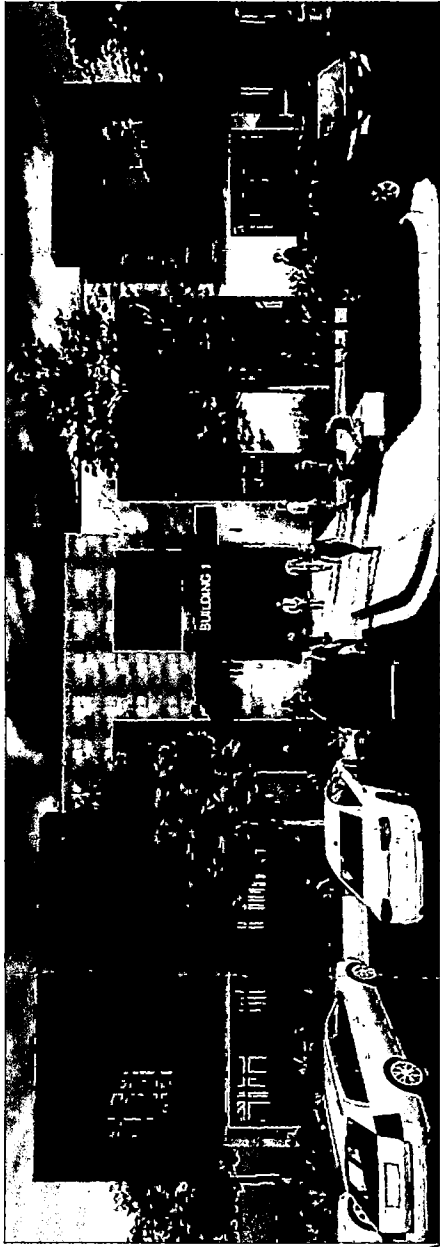


**Exhibit E**  
***City's Vested Laws***

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

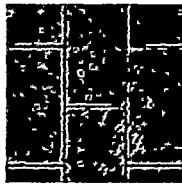
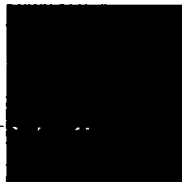
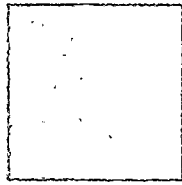


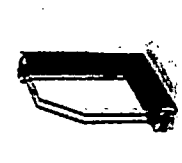
Developer commits to comply with these vested laws.

Exhibit F  
Allowable Materials for North Office Area





**Exhibit G**  
**Allowable Materials for North Office Area**  
**(Continued)**

	<p><b>Manuf. Stone</b>  <b>Manufacturer:</b>  Creative Mines  <b>Material:</b>  Carved  Rectangle  <b>Color:</b>  Kraptsack</p>
	<p><b>Metals Panels</b>  <b>Manufacturer:</b>  Jarden  <b>Material:</b>  Zinc  <b>Color:</b>  Dark Bronze*  (Parapet Cap to  Match)</p>
	<p><b>EFIS Stucco</b>  <b>Manufacturer:</b>  TBD  <b>Material:</b>  Water Managed  Stucco  <b>Color:</b>  Dryvit - Pebble  Stone</p>
	<p><b>Metal Panels "Wood"</b>  <b>Manufacturer:</b>  Long Board  <b>Material:</b>  Aluminum  <b>Color:</b>  Italian Rosewood</p>
	<p><b>Parapet Caps/  Metal Trim</b>  <b>Manufacturer:</b>  TBD  <b>Material:</b>  Aluminum /  Zinc  <b>Color:</b>  Dark Bronze</p>
	<p><b>Common Area  Windows</b>  <b>Manufacturer:</b>  TBD  <b>Material:</b>  Aluminum  Storefront  <b>Color:</b>  Dark Bronze</p>