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HERRIMAN, UTAH
ORDINANCE NO. 2025-02

**AN ORDINANCE OF THE HERRIMAN CITY COUNCIL APPROVING AN
AMENDMENT TO THE TETON RANCH MASTER DEVELOPMENT AGREEMENT**

WHEREAS, Herriman City is a municipal corporation and political subdivision of the State of Utah and is authorized to enter into development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102.

WHEREAS, in 2018, the City and a developer entered into an Amended and Restated Master Development Agreement. The parties amended that agreement in 2017 and 2020.

WHEREAS, the City and the developer desire to enter into the attached Amendment, and the Herriman City Council has determined that it is in the best interest of the public health, safety, and welfare of the City to do so.

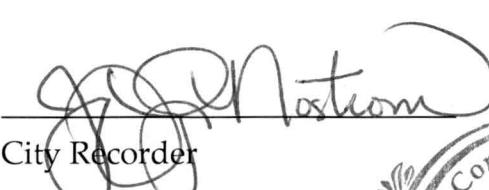
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HERRIMAN, UTAH:

1. **Authority to Sign Amendment.** The City Council hereby authorizes the Mayor to sign the Amendment as shown in Exhibit 1.

2. **Effective Date.** This ordinance shall become effective immediately upon passage.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, ON
THIS 8th DAY OF JANUARY 2025.**

Attest:


John Nostom
City Recorder

Mayor:


Lorin Palmer



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02/26/2025 04:08 PM By: salvadore By: salvadore
Rashelle Hobbs Recorder, Salt Lake County, Utah
Return To: HERRIMAN CITY
5355 W HERRIMAN MAIN ST HERRIMAN, UT 84096

When Recorded Return to:

Herriman City
5355 West Herriman Main Street
Herriman, Utah 84096

AMENDMENT NO. 1 TO MASTER DEVELOPMENT AGREEMENT
FOR
TETON RANCH

This *Amendment No. 1 to Master Development Agreement for Teton Ranch* (“**Amendment**”) is entered into by and between TETON RANCH, LLC, a Utah limited liability company (“**Master Developer**”), and the CITY OF HERRIMAN, a municipal corporation and political subdivision of the State of Utah (“**City**”) effective as of the date signed by all parties (“**Effective Date**”).

RECITALS

A. On or about February 8, 2018, the parties entered into a *Master Development Agreement for Teton Ranch* (“**MDA**”). The MDA was recorded in the office of the Salt Lake County Recorder on March 1, 2018, as Entry No. 12726209.

B. The MDA pertains to certain real property within the City’s municipal limits (as described in the MDA, the “**Property**”) and the development of a project and subdivision thereon (as described in the MDA, the “**Project**”).

C. Portions of the Property have been conveyed to persons or entities who are not parties to the MDA, but no such conveyance has constituted an assignment as contemplated in Section 14 of the MDA and neither Master Developer nor Owner have assigned their rights and obligations under the MDA.

D. Pursuant to Section 23 of the MDA, the Parties now wish to amend the MDA to reflect and incorporate the terms provided for herein.

AGREEMENT

NOW THEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated into and made part of the parties' agreement by this reference.

2. Defined Terms. Capitalized terms used herein, but not otherwise defined in this Amendment, shall have the meaning given to such terms in the MDA.

3. Approved Density. Notwithstanding any contrary provision of the MDA, the parties agree that the Maximum Residential Units for the Project, as defined in Section 1.2.19 of the MDA, will be increased by seventeen (17) Residential Dwelling Units ("Additional Units"). Such increase in the Maximum Residential Units will be subject to the following terms and conditions.

a. Location of Additional Units. The Additional Units shall be added to the density otherwise permitted for the portion of Pod 1 of the Project shown on Exhibit 1-A attached hereto ("Additional Density Area"). Thus, the total density permitted for Pod 1, as shown on the Design Guidelines, shall increase from two hundred twenty-two (222) Residential Dwelling Units to two hundred thirty-nine (239) Residential Dwelling Units. The density otherwise applicable to other portions of the Project shall not be affected or increased. Notwithstanding Section 2.3 of the MDA, the Additional Units shall not be transferred to other Pods or other areas of the Project, but the Additional Units shall all be included in the Additional Density Area.

b. Minimum Lot Size. The minimum lot size for the Additional Units will be 13,000 square feet. As a result of the addition of the Additional Units, the lot size of other lots which may have been contemplated for the Additional Density Area may be reduced, provided that such lots size shall not decrease below 13,000 square feet.

c. Other Sections Modified. Any provisions of the MDA which are inconsistent with the incorporation of the Additional Units are hereby superseded and amended as necessary to account for such Additional Units. Without limiting the generality of the foregoing, the parties agree that the Design Guidelines for the Project are amended to the extent necessary to accommodate the Additional Units in the Additional Density Area.

4. Scope of Changes. Except as expressly modified by this Amendment, all terms and conditions of the MDA, shall be unchanged and shall be deemed in full force and effect. To the extent any provision of this Amendment conflicts with a provision of the MDA, the terms of this Amendment will control.

5. Recording. The parties agree that this Amendment may be recorded in the office of the Salt Lake County Recorder against the Property or such portion thereof which is affected by this Amendment.

6. Binding Effect. Upon full execution by the parties, this Amendment shall be binding on the parties and their successors, heirs, and permitted assigns.

7. Counterparts. This Amendment may be executed in one or more counterparts which may be exchanged by traditional or electronic means and all of which, taken together, shall constitute one and the same instrument.

WHEREFORE, the parties have executed this *Amendment No. 1 to Master Development Agreement for Teton Ranch*.

DEVELOPER:

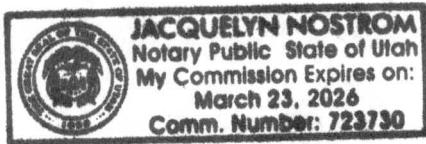
TETON RANCH, LLC, a Utah limited liability company

By: Ryan Button
Name: Ryan Button
Title: MANAGER
Date: 1/8/25

State of Utah)
ss.

County of Salt Lake)

The foregoing instrument was acknowledged before me this 8th day of January 2025 by Ryan Button, as manager of Teton Ranch LLC.



Jacquelyn Nostrom
Notary Public



CITY:

CITY OF HERRIMAN, a municipal corporation and political subdivision of the State of Utah

By: Lorin Palmer
Name: Lorin Palmer
Title: Mayor
Date: 1-8-25

Attest:

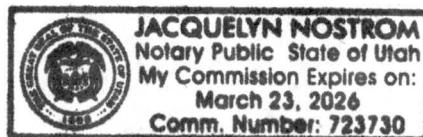
By: Jacquelyn Nostrom
City Recorder

State of Utah)
ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 8th day of January 2025, by Lorin Palmer as Mayor of the City of Herriman.

Approved as to form:

By: John B. Burch
City Attorney



Jacquelyn Nostrom
Notary Public

EXHIBIT 1-A
(Additional Density Area)

PROPOSED 239 LOTS



Herriman City

ORDINANCE NUMBER: **2025-02**

SHORT TITLE: ORDINANCE APPROVING AN AMENDMENT TO THE TETON RANCH MASTER
DEVELOPMENT AGREEMENT

PASSAGE BY THE CITY COUNCIL OF HERRIMAN CITY ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
Lorin Palmer			X		
Jared Henderson	X		X		
Teddy Hodges			X		
Sherrie Ohrn			X		
Steven Shields		X	X		
	TOTALS		5		

This ordinance was passed by the City Council of Herriman City, Utah on the 8th day of January 2025, on a roll call vote as described above.

Exhibit A – Residential Area

Beginning at a point on the westerly right-of-way line of Mustang Trail Way, said point also being South 89°59'00" East 261.94 feet along the section line and South 798.25 feet from the North Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along the said westerly right-of-way line the following five (5) courses:

(1) South 00°08'37" West 1,324.97 feet;

(2) North 89°51'23" West 15.00 feet;

(3) South 00°08'37" West 60.00 feet;

(4) South 89°51'23" East 15.00 feet;

(5) South 00°08'37" West 1,884.65 feet;

thence South 89°56'15" West 7.21 feet;

thence North 00°02'03" West 10.51 feet;

thence South 51°25'23" West 32.12 feet;

thence South 89°56'19" West 500.98 feet;

thence South 89°56'19" West 896.03 feet;

thence South 89°56'19" West 1,483.57 feet;

thence Northwesterly 47.17 feet along the arc of a 30.00 foot radius curve to the right (center bears North 00°03'42" West and the chord bears North 45°01'19" West 42.46 feet with a central angle of 90°04'46");

thence North 00°01'04" East 1,524.97 feet;

thence South 89°45'14" East 40.00 feet;

thence North 00°01'02" East 2,459.51 feet;

thence South 89°59'00" East 1,486.14 feet;

thence South 00°00'56" West 731.27 feet;

thence South 89°59'04" East 1,423.98 feet to the point of beginning.

Contains 10,684,059 Square Feet or 245.272 Acres