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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN CITY
13011 S PIONEER ST
HERRIMAN UT 84096
BY: CRA, DEPUTY - MA & P.

WHEN RECORDED, RETURN TO:

**HERRIMAN CITY
ATTN: CITY RECORDER
13011 SOUTH PIONEER STREET
HERRIMAN, UT 84096**

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

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

("First Amendment") is made and entered as of the 9th day of December, 2015, by and between the City of Herriman, a Utah municipal corporation ("City"), and Wasatch South Hills Development Company, L.L.C., a Utah limited liability company ("Master Developer").

RECITALS

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

B. Since the date of the Original Master Development Agreement there have been certain changes in the desired development patterns for the City and the Property, the related infrastructure, the economy and other matters that have made it desirable to both parties to amend the Original MDA.

C. The parties have cooperated in the preparation of this First Amendment.

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

AMENDMENTS

1. **Effect of this First Amendment.** Other than a specifically amended herein by this First Amendment, the Original Master Development Agreement shall remain in full force and effect.
2. **Approved PUD** as previously defined in the Original MDA in Section 1.2.6 shall now mean the plan for a Planned Use Development a copy of which is attached hereto as Exhibit "C-1".
3. **Provisions Regarding South Hills Boulevard.** Section 10.5 and the subsections thereof in the Original MDA are hereby deleted as the construction of the Mountain View Corridor have satisfied the needs of Section 10.5 and thus rendered the issue moot. All references in the Original MDA to the Mountain View Corridor in connection with South Hills Boulevard are to be ignored.
4. **Notice Party.** The party for Notice to the Master Developer as specified in Section 19 of the Original MDA is hereby John Lindsley, Wasatch South Hills Development Company, LLC, 299 South Main Street, Salt Lake City, UT 84111; 801.961.1182; jlindsley@wasatchgroup.com.
5. **Representative.** The party for representation of the Master Developer as specified in Section 33 of the Original MDA is hereby John Lindsley.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
Wasatch South Hills Development Company, LLC

[Signature]
By: John Dinsley
Its: VP of Development

CITY
City of Herriman

[Signature]
By: Brett Wood
Its: City Manager

Approved as to form and legality:

[Signature]
John Brems
City Attorney



Attest:
[Signature]
Jackie Nostrom
City Recorder

CITY ACKNOWLEDGMENT

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

On the 9 day of December, 2015, personally appeared before me Brett Wood who being by me duly sworn, did say that he is the City Manager of the City of Herriman, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Manager acknowledged to me that the City executed the same.

[Signature]
NOTARY PUBLIC

My Commission Expires:
January 26, 2018

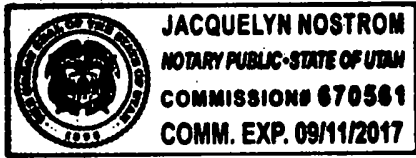
Residing at:
Herriman city



DEVELOPER ACKNOWLEDGMENT

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

On the 29th day of December, 2015, personally appeared before me John Lindsley who being by me duly sworn, did say that he is the VP of development of Wasatch South Hills Development Company, 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.



Jacquelyn Nostrom
NOTARY PUBLIC

My Commission Expires:

9/11/2017

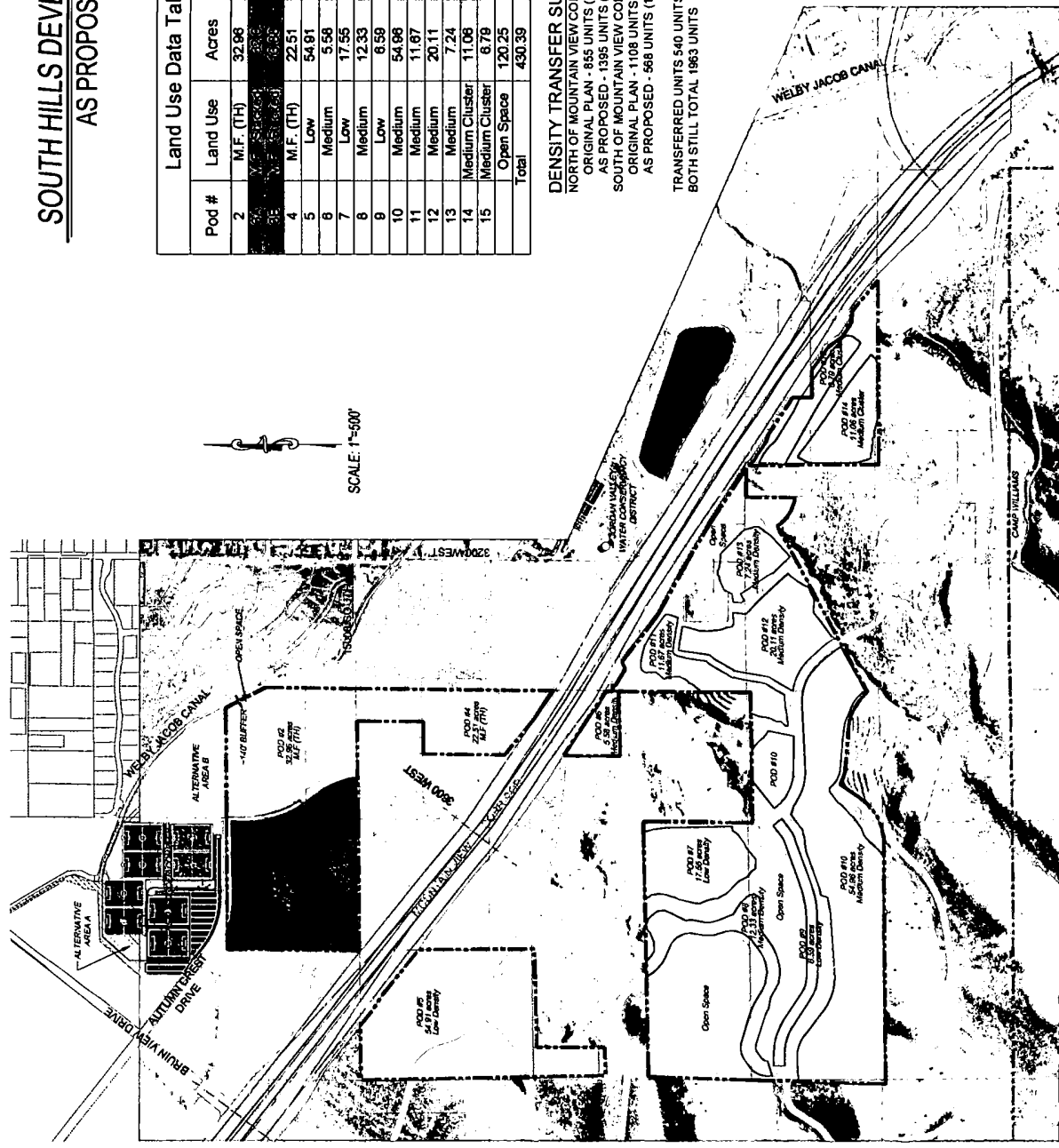
Residing at:

Herriman City

SOUTH HILLS DEVELOPMENT AS PROPOSED

Land Use Data Table				
Pod #	Land Use	Acres	Projected DU's	DU/Acre
2	M.F. (TH)	32.86	303	9.2
4	M.F. (TH)	22.51	231	10.3
5	Low	54.91	85	1.5
6	Medium	5.58	15	2.7
7	Low	17.55	37	2.1
8	Medium	12.33	33	2.7
9	Low	6.59	13	2.0
10	Medium	54.86	155	2.8
11	Medium	11.87	40	3.4
12	Medium	20.11	50	2.5
13	Medium	7.24	25	3.5
14	Medium Cluster	11.06	65	5.9
15	Medium Cluster	6.79	50	7.4
	Open Space	120.25	0	0
Total		430.39	1983	4.5

DENSITY TRANSFER SUMMARY
 NORTH OF MOUNTAIN VIEW CORRIDOR (101.35 ACRES)
 ORIGINAL PLAN - 895 UNITS (8.4 DU/A)
 AS PROPOSED - 1395 UNITS (13.8 DU/A)
 SOUTH OF MOUNTAIN VIEW CORRIDOR (328.18 ACRES)
 ORIGINAL PLAN - 1108 UNITS (3.4 DU/A)
 AS PROPOSED - 568 UNITS (1.7 DU/A)
 TRANSFERRED UNITS 540 UNITS
 BOTH STILL TOTAL 1983 UNITS

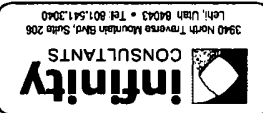


Legend

- Line - 10-20' wide
- Medium Cluster - 10-15 DU/A
- High Density - 15+ DU/A
- Low Density - 1-5 DU/A
- Medium Density - 5-10 DU/A
- Open Space
- Medium View Corridor (to be written)
- Highway
- Ownership Boundary (based on Projected Survey)
- Project Boundary (based on County Assessor Maps, Approximate)
- Section, for planning purposes only

NO.	DESCRIPTION	REV.	DATE

SCALE (HORZ): 1"=500'
 SCALE (VERT): N/A
 DRAWN BY: SPJ
 DATE: 11/13/15
 PROJECT NO.: 2039



SOUTH HILLS DEVELOPMENT
 LAND USE MASTER PLAN - AS PROPOSED
 HERMAN, UTAH

Commitment Number: 43062

EXHIBIT "A"
PROPERTY DESCRIPTION

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

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

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

ALTA Commitment
Exhibit "A"

(43062.PFD/43062/7)

First American Title Insurance Company

Commitment Number: 43062

EXHIBIT "A"
(Continued)

East, along the line common with Sections 17 and 18, a distance of 2403.75 feet; thence, North 88°45'17" East, to a point lying on the North-South Quarter Section Line of Section 17, a distance of 2569.51 feet; thence, South 00°31'23" West, along said North-South Line to the South Sixteenth Corner of Section 17, a distance of 1107.22 feet; thence, North 89°06'29" East, along the East-West Sixteenth Line of the Southeast Quarter of Section 17 to the Southeast Sixteenth Corner of Section 17, a distance of 1310.69 feet; thence, North 00°35'03" East, along the North-South Line of Southeast Quarter of Section 17, a distance of 1335.46 feet, to the Point of Beginning referenced earlier as Point B.

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

ALSO, Commencing at corner common to Sections 15, 16, 21 and 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence, North 89°41'28" West, along the line common with Sections 16 and 21, a distance of 1470.20 feet to the Point of Beginning for this description; thence, North 89°41'28" West, along said line to the Quarter Corner common with Sections 16 and 21, a distance of 1216.82; thence, North 89°08'29" West, continuing along said line, a distance of 1653.50 feet; thence North 00°38'01" East, a distance of 1324.66 feet; thence South 89°23'34" East, a distance of 330.62 feet; thence, South 00°37'49" West, to the Southwest Sixteenth Quarter of Section 16, a distance of 9.16 feet; thence, South 89°23'34" East along the East-West Sixteenth Line of the Southwest Quarter of Section 16, a distance of 330.62 feet; thence, South 00°37'37" West, a distance of 659.20 feet; thence, South 89°16'01" East, to a point lying on the North-South Quarter Line of Section 16, a distance of 991.98 feet; thence, North 00°37'02" East, along said North-South Line, a distance of 168.48 feet; thence, along the arc of a curve to the left, having a radius of 11,314.71 feet, the center of which bears North 27°35'17" East, through a central angle of 06°42'58", a distance of 1326.27 feet; thence, South 00°10'16" West, a distance of 292.38 feet to the Point of Beginning.

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

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

Commencing at Point A herein above described and running thence, South 00°36'41" West, along the East line of Government Lot 4, Section 8, to a point on the Northeasterly right-of-way of the Welby Jacob Canal, a distance of 260.80 feet, to the Point of Beginning for this description; thence, South 00°36'41" West, along said Government Line, to a point on the Southwesterly right-of-way of the Welby Jacob Canal, a distance of 108.65 feet; thence, North 27°02'30" West, along said Southwesterly right-of-way to a point lying on the North Line of Government Lot 4, a distance of 411.16 feet; thence, North 89°38'00" East, along said line to a point lying on the Northeasterly right-of-way of the Welby Jacob Canal, a distance of 55.40 feet; thence, South 27°02'30" East, along said Northeasterly right-of-way to the Point of Beginning.

ALTA Commitment
Exhibit "A"

(43062.PFD/43062/7)

First American Title Insurance Company

Commitment Number: 43062

EXHIBIT "A"
(Continued)

Reserving and excepting unto the FEDERAL LAND BANK OF BERKELEY, an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath that portion of the above described property more particularly identified as Parcel Identification Numbers 33-17-200-017 and 33-17-400-006, together with the right of entry and all other rights, including all right of way and easements, which may be necessary for the development, production and removal of all such substances and minerals and full enjoyment, dated January 23, 1941 and recorded April 1, 1941 as Entry No. 900872 in Book 268 at Page 107 of the Official Records.

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

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

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

ALTA Commitment
Exhibit "A"

(43062.PFD/43062/7)