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RASHELLE HOEBS
RECORDER, SALT LAKE COUNTY, UTAH BY: ARA, DEPUTY - MA 16 P.
HERRIMAN
5355 W HERRIMAN MAIN ST
HERRIMAN UT 84096

**FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT
FOR
ANTHEM COMMERCIAL PROJECT**

THIS FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT (this "Amendment") is made as of January 8, 2020, by and among Anthem Center, LLC, a Utah limited liability company ("Master Developer"), and Herriman City, a political subdivision of the State of Utah (the "City").

RECITALS

A. WHEREAS, Master Developer and the City entered into that certain Master Development Agreement for Anthem Commercial Project dated September 28, 2016 (as amended, the "Development Agreement") which relates to certain real property located in Herriman, Utah, and which is more particularly described in the Development Agreement (the "Property").

B. WHEREAS, pursuant to the Development Agreement, the Master Developer and County agreed, among other things, that the Property will be developed in accordance with the design guidelines attached to the Development Agreement as Exhibit "B" (the "Design Guidelines") and the site plan attached to the Development Agreement as Exhibit "D" (the "Site Plan").

C. WHEREAS, Master Developer and the City desire to enter into this Amendment to modify the Design Guidelines and the Site Plan to respond to current development activities and anticipated market conditions within Herriman.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Development Agreement.

2. Amendment to Design Guidelines. All pages which are attached to the Development Agreement as Exhibit "B" are hereby deleted and replaced with the documents shown as Exhibit "A-1" attached hereto and made a part hereof. All references in the Development Agreement to the Design Guidelines shall refer to the Design Guidelines as modified by this Amendment.

3. Amendment to Site Plan. The Site Plan which is attached to the Development Agreement as Exhibit "D" is hereby deleted and replaced with the document shown as Exhibit "A-2" attached hereto and made a part hereof. The Site Plan does not include the entire Project (specifically the area shown on the Site Plan as Future Development). Prior to Master

Developer's development of the area shown on the Site Plan as Future Development (the "Future Development Area"), Master Developer will submit a site plan for the Future Development Area to the City for the City's approval in accordance with the City's Vested Laws. At such time that a site plan for the Future Development Area is approved by the City, such site plan will be included under the Development Agreement as the "Site Plan" for the Future Development Area. All references in the Development Agreement to the Site Plan refer to the Site Plan as modified by this Amendment.

4. Effect of Amendment. Except as amended by this Amendment, the Development Agreement shall remain in full force and effect and shall constitute a binding obligation of the parties and their respective successors and assigns.

5. Further Assurances. Each party agrees to execute and deliver such further documents and instruments, and to take such further actions after the date hereof as may be necessary or desirable, and reasonably requested by another party, to give effect to the assignments and other transactions contemplated by this Amendment.

6. Counterparts. This Amendment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

7. Electronically Transmitted Signatures. In order to expedite the transaction contemplated herein, facsimile signatures or signatures sent by electronic mail may be used in place of original signatures on this Amendment. The City and Master Developer intend to be bound by the signatures on facsimile sent or electronically mailed documents, are aware that the other parties hereto will rely on facsimile sent or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature. Following any facsimile or electronic mail transmittal, the applicable party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of this Amendment.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Utah.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

MASTER DEVELOPER

ANTHEM CENTER, LLC, a Utah limited liability company, by its managers

Arbor Commercial Real Estate L.L.C., a Utah limited liability company

By: [Signature]
Name: Cory Gust
Title: Manager

Anthem Commercial, LLC, a Utah limited liability company

By: [Signature]
Name: Ryan Button
Title: Manager

CITY

HERRIMAN CITY

By: [Signature]
Name: Wendy Thomas
Title: Interim City Manager

Approved as to form and legality:

[Signature]
City Attorney

Attest:

[Signature]
City Recorder



EXECUTION VERSION

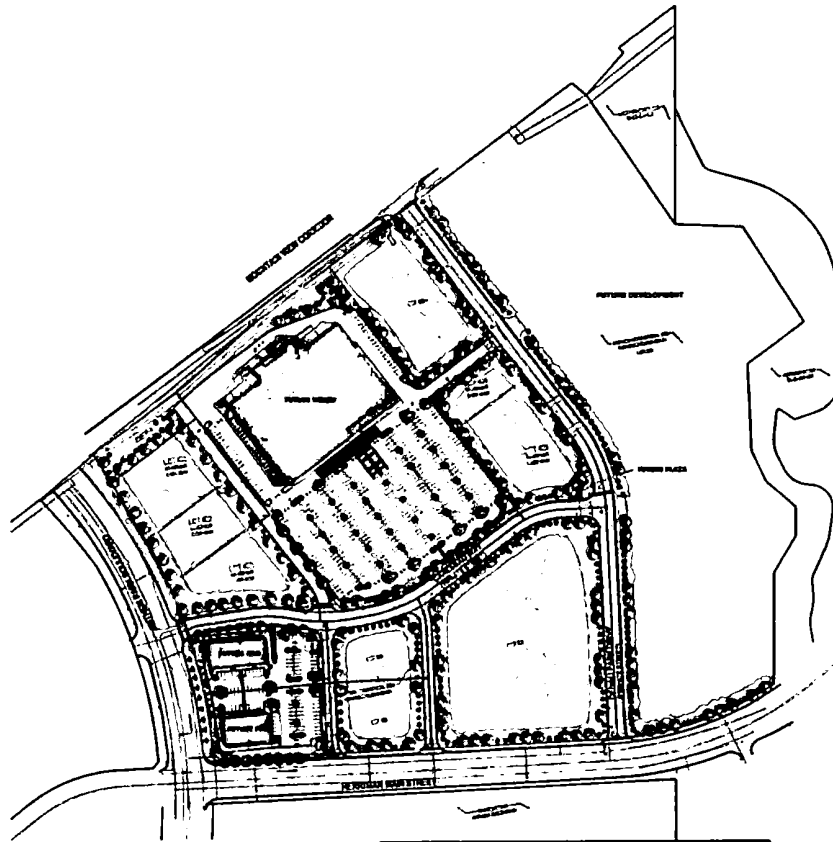
Exhibit "A"

Legal Description of Property

Lots 1, 2, 4 and 5, Anthem Commercial Subdivision, according to the official plat thereof as recorded in the Salt Lake County Recorder's Office.

Tax ID Nos. 26-25-126-003
26-25-201-001
26-25-176-017
26-25-400-063

ANTHEM CENTER
MAIN STREET AND ANTHEM PARK BLVD.
HERRIMAN, UTAH

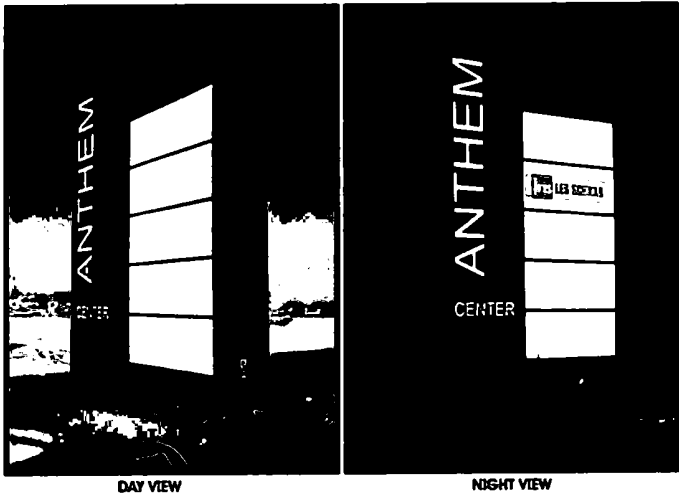


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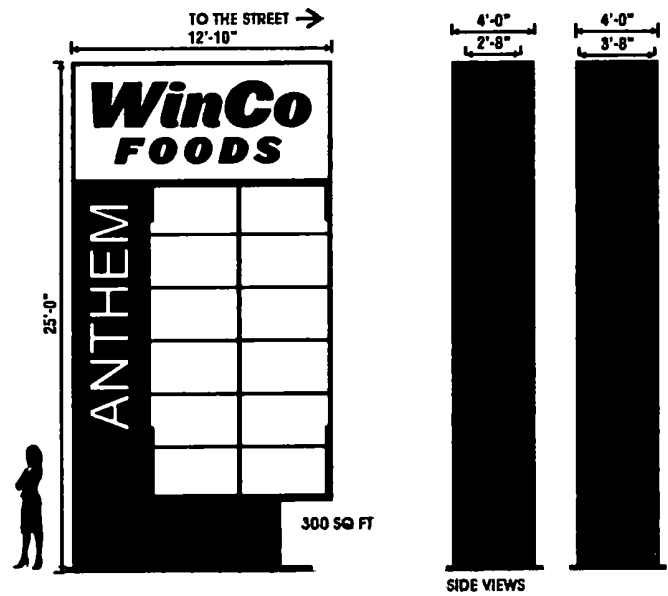
SCHEMATIC SITE PLAN

ANTHEM Double Faced Pylons

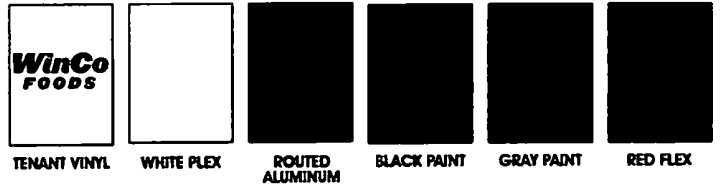


EXISTING PYLON BUILT DECEMBER 2018

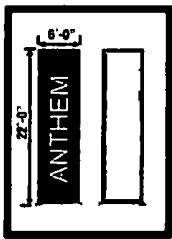
NEW PROPOSED PYLON



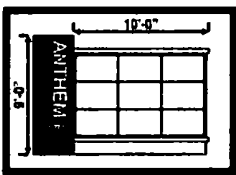
SAMPLES:



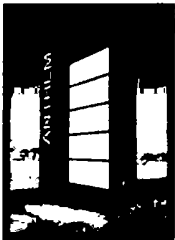
SITE PLAN



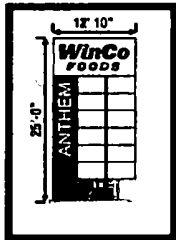
☐ = (2) FREEWAY SIGNS



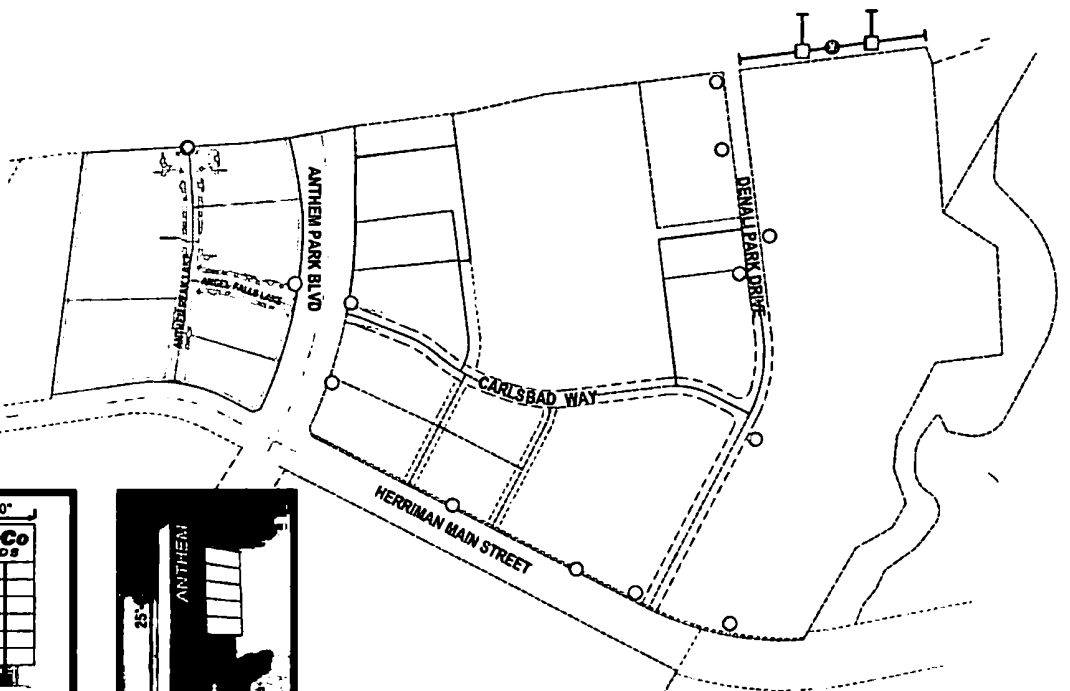
○ = (8) MONUMENTS



○ = (2) EXISTING PYLON

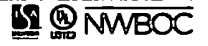


⊗ = (3) WINCO PYLONS



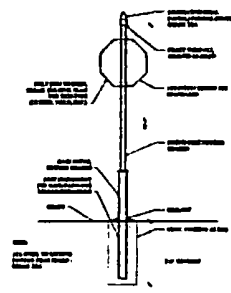
**ALLIED
ELECTRIC SIGN
& Announcing**

MANUFACTURING FACILITIES IN - MID VALLEY LAKE CITY: 1920 S 900 W (I.C. UT • (201) 972-5503 - NORTHERN BRANCH: 2970 Perrywood Ave Aurora Ogden, UT UTAH COUNTY: 1637 N. Parkway Court, Springdale, UT LAS VEGAS 697 Cochrans Way, Las Vegas, NV Utah Contractors: 375309-5501 • Nevada: 60488 • Colorado: LC00247443 • Idaho: RCE-29969 • Wyoming

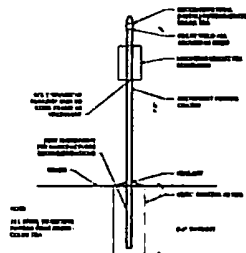




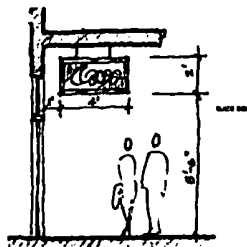
Entry pier plan



Traffic signage



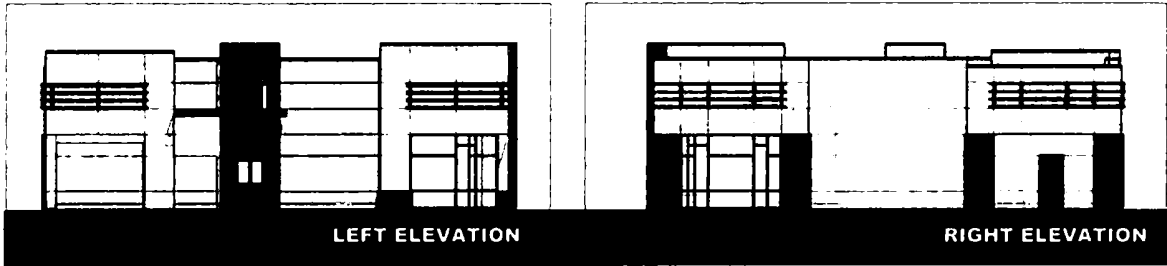
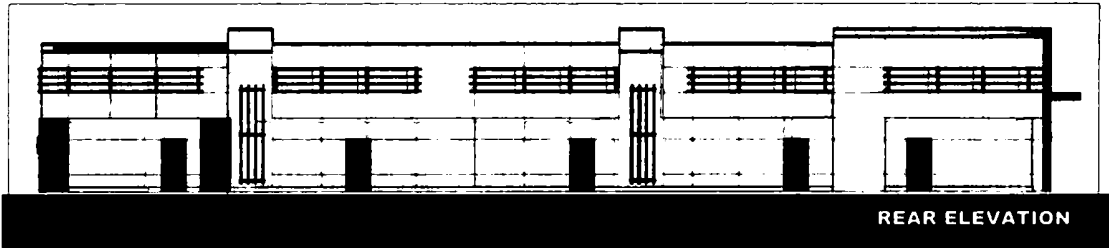
Ada signage



Shingle sign concept

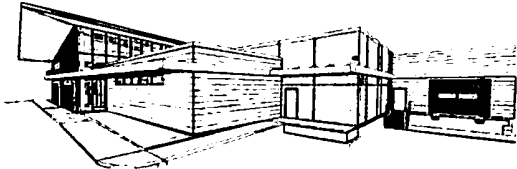


ANTHEM CENTER
MAIN STREET AND ANTHEM PARK BLVD.
HERRIMAN, UTAH

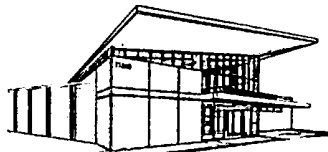


Multi Tenant Conceptual View

ANTHEM CENTER
MAIN STREET AND ANTHEM PARK BLVD.
HERRIMAN, UTAH



C2 | SOUTH EAST @ WILL CALL

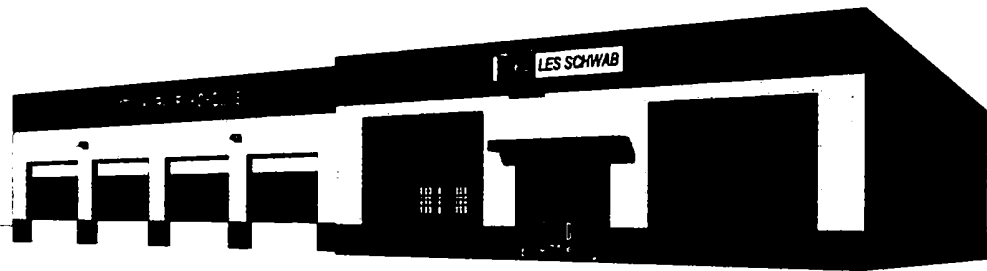


A1 | SOUTH WEST CORNER



A3 | SOUTH EAST CORNER

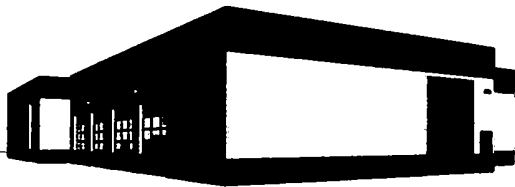
RETAIL CONCEPTUAL VIEW



 PERSPECTIVE - FRONT OF STORE



 PERSPECTIVE - FRONT BAYS



 PERSPECTIVE - SIDE SERVICE ACCESS



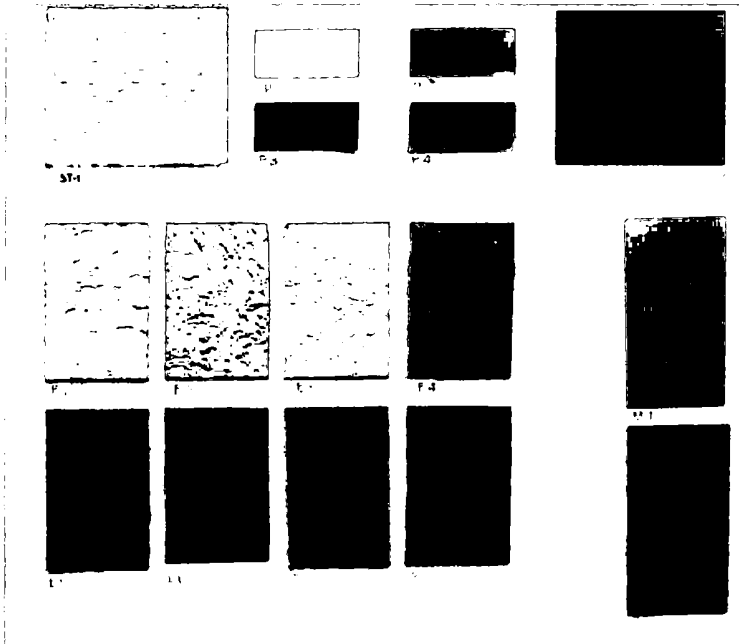
 PERSPECTIVE - REAR BAYS

SERVICE CONCEPTUAL VIEW

ANTHEM CENTER
MAIN STREET AND ANTHEM PARK BLVD.
HERRISMAN, UTAH



RESTAURANT CONCEPTUAL VIEW



ANTHEM CENTER
EXTERIOR FINISHES
 SADDUCK DESIGN GROUP 3-27-2016

EXTERIOR FINISHES

01-1 STUCCO - "COURT YARD"

EXTERIOR METAL / FINISHED SURFACE FINISH

01-1 BRUSHED ALUMINUM - "TONE ON TONE"
 01-2 BRUSHED ALUMINUM - "COURT"
 01-3 BRUSHED ALUMINUM - "TERRAZZO CLAY"
 01-4 BRUSHED ALUMINUM - "FLAT BLACK"

EXTERIOR WOOD

01-5000 - "COURT WOOD" - "COURT"

GLASS

01-5001	EXTERIOR GLASS	"SMOKE TINTED GLASS"	BRUSHED BRASS
01-5002	EXTERIOR GLASS	"CLEAR GLASS"	BRUSHED BRASS
01-5003	EXTERIOR GLASS	"TINTED GLASS"	BRUSHED BRASS
01-5004	EXTERIOR GLASS	"TINTED GLASS"	BRUSHED BRASS
01-5005	EXTERIOR GLASS	"TINTED GLASS"	BRUSHED BRASS
01-5006	EXTERIOR GLASS	"TINTED GLASS"	BRUSHED BRASS
01-5007	EXTERIOR GLASS	"TINTED GLASS"	BRUSHED BRASS
01-5008	EXTERIOR GLASS	"TINTED GLASS"	BRUSHED BRASS
01-5009	EXTERIOR GLASS	"TINTED GLASS"	BRUSHED BRASS
01-5010	EXTERIOR GLASS	"TINTED GLASS"	BRUSHED BRASS

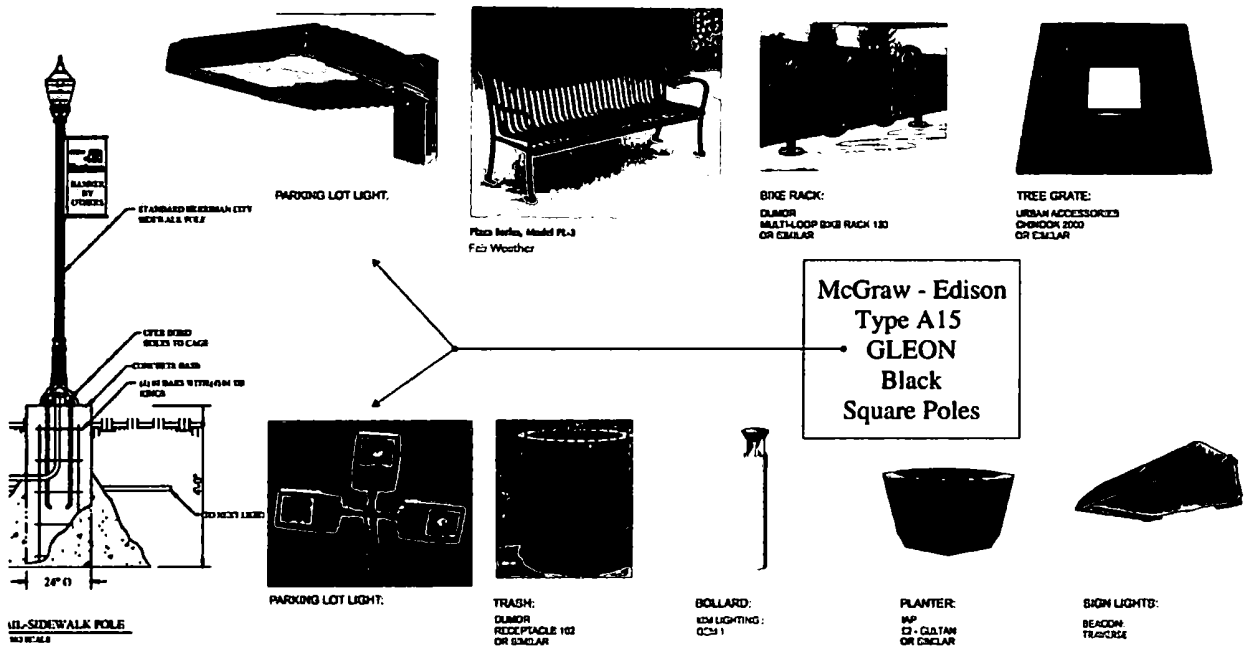
EXTERIOR LIGHT FIXTURES

01-6001 - "COURT WOOD" - "COURT"

FINISH

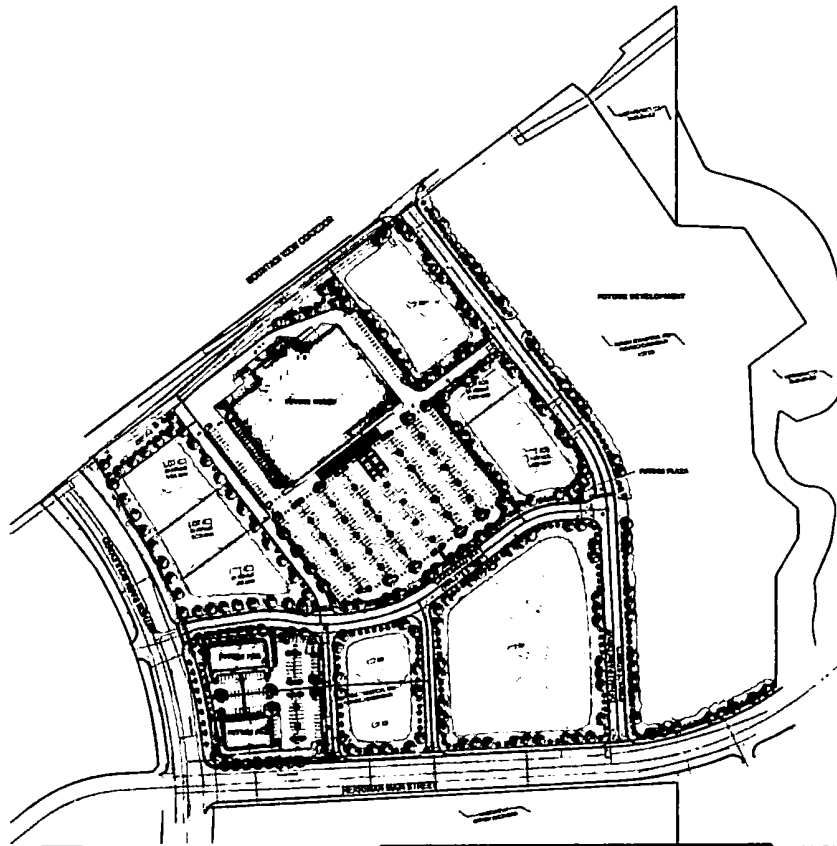
01-7001 - "COURT WOOD" - "COURT"

ANTHEM CENTER
 MAIN STREET AND ANTHEM PARK BLVD.
 HERRIDWAN, UTAH



Street Furnishings

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