

22 NF

After recording, please send to:

Herriman City  
Attn: City Recorder  
5355 West Herriman Main Street  
Herriman, Utah 84096

14070339 B: 11399 P: 9698 Total Pages: 22  
02/08/2023 01:53 PM By: adavis Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: HERRIMAN CITY  
5355 W HERRIMAN MAIN ST HERRIMAN, UT 84096



And

Herriman 73 Partners LLC  
10771 South Rippling Bay  
South Jordan, UT 84009

Affected Parcel No(s): 26254000760000, 26254000860000, 26254000700000,  
26254530080000, 26254000790000, 26254000690000, 26254000500000, 26254000780000

**MASTER DEVELOPMENT AGREEMENT**

**FOR**

**HERRIMAN AUTOMALL**

This Master Development Agreement is between Herriman City, a Utah municipal corporation, Herriman 73 Partners LLC, a Utah limited liability company and Properties of Greatness LLC, a Utah limited liability company. This MDA is effective on the date the last party executes this MDA as indicated by the date stated under that party's signature line.

### Recitals

- A. Owners own parts of the Property.
- B. Master Developer owns part of the Property and is under a contract to own the remainder of the Property.
- C. The Property is subject to the planning and land use ordinances of Herriman City.
- D. The Property is currently zoned AMSD.
- E. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property 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.
- F. The Parties acknowledge that development of the Property will result in planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property, facilitating the improvement of the walking trail south of Midas Creek, and the placement of a traffic signal on Main Street at Miller Crossing.
- G. The Parties understand that the intent of this MDA is to be treated as a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code §10-9a-101, *et seq.*
- H. The Master Developer seeks to develop and use the Property in accordance with the Master Plan.
- I. The City, acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, and the City's Vested Laws, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this MDA for the purpose of regulating the development the Property pursuant to the terms contained herein and the underlying rezone regulations.
- J. This MDA and all of its associated "legislative", "broad, competing policy-considerations" and "generally applicable" decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on September, 01, 2022 pursuant to Utah Code Section 10-9a-532(2)(iii), in making a recommendation to the City Council.

K. The City believes that this MDA and the Zoning of the Property constitute the completion of the “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

L. The City intends that the implementation of those “legislative”, “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this MDA relating to “fixed criteria” are “administrative” in nature.

M. This City’s entry into this MDA is authorized by the adoption of Ordinance passed on October 12, 2022.

Now, therefore, the Parties agree as follows:

### **Terms**

(1) **Incorporation.** The foregoing Recitals and attached Exhibits are hereby incorporated into this MDA.

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

**ADMINISTRATIVE MODIFICATIONS:** means those modifications to this MDA that can be approved by the Administrator pursuant to Section.

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

**APPLICANT:** means a person or entity submitting a Development Application.

**BUILDOUT:** means the completion of all of the development on all of the Project in accordance with the approved plans.

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

**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.

**CITY’S VESTED LAWS** means the ordinances, policies, standards and procedures of the City in effect as of the date of the execution of this MDA. A relevant portion of the City’s Vested Laws is attached as **Exhibit C**, with each party having a full digital copy.

**COMMERCIAL SITE:** means a portion of the Project being developed for commercial, mixed use, retail, office or any other use that is not exclusively residential.

**COMMERCIAL SITE PLAN:** means a Development Application for developing a Commercial Site that does not require a Subdivision.

**DEFAULT:** means a material breach of this MDA.

**DENIAL/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.

**DEVELOPMENT:** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site or any of the Intended Uses.

**DEVELOPMENT APPLICATION:** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.

**DISPUTE:** means and disagreement between the Parties regarding the administration or implementation of the MDA, including but not limited to Denial or a Default.

**LUDMA:** means the Municipal Land Use, Development, and Management Act, Utah Code § 10-9a-101, *et seq.*

**MASTER DEVELOPER:** means **Herriman 73 Partners LLC**, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

**MASTER PLAN:** means the general layout of the types and areas of development of the Project.

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

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

**OWNERS:** means Herriman City, Herriman 73 Partners LLC, and Properties of Greatness, LLC

**PARTIES:** means all or the relevant group of Owners, Master Developer and the City.

**PARTY:** means either Owners, Master Developer or the City individually (or in the case of Owners, all of Owners collectively).

**PROJECT:** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this MDA.

**PROPERTY:** means that approximately fifty (50) acres of real property owned or controlled by Master Developer more fully described in **Exhibit A**.

**SUBDIVISION:** means the division of any portion of the Project into developable lots pursuant to LUDMA.

**SUBDIVISION APPLICATION:** means the application to create a Subdivision.

**ZONING:** means the zonings for the respective Property as shown on the Zoning Map and more fully detailed in **Exhibit B**.

**ZONING MAP:** means the map of the zoning for the respective Property, **Exhibit B**.

(3) **Vested Rights and Reserve of Legislative Powers.**

(a) Vested Rights. Consistent with the terms and conditions of this MDA, Master Developer has the vested right, as defined by Utah Code § 10-9a-509 and as that term is construed in Utah's common law, to develop and construct the Project during the term of this MDA in accordance with the terms of this MDA, the Master Plan, and the City's Vested Laws. In the event of a conflicting terms, the order listed in this section shall be the order of control (i.e. this MDA controls, then the Master Plan, etc.).

(b) Reserved Legislative Powers. The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2022) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under this MDA and with respect to use under the zoning designations as referenced in this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the City and, unless the City declares an emergency, the Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any

proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

(c) Exceptions to Vested Rights. Vested rights, as specified in Section (2)(a), are subject to the following exceptions:

(i) *Agreement by the Parties.* The City's Future Laws that the Parties agree in writing to the application thereof to the Project.

(ii) *State and Federal Compliance.* The City's Future Laws that are generally applicable to all Property in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

(iii) *Codes.* The City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on 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.

(iv) *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all Property, applications, persons and entities similarly situated.

(v) *Fees.* Changes to the amounts of 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.

(vi) *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code § 11-36a-101 *et seq.*

(vii) *Generally Applicable Laws not in Conflict with this MDA.* The City regulations, ordinances, resolutions, or policies adopted after the date of this MDA that are not in conflict with the terms and conditions for development of the Property established by this MDA, which are generally applicable throughout the City and which do not materially increase the cost of developing the Project nor diminish the rights the Master Developer to develop the Project on the terms set forth in this MDA.

(viii) *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 are generally applicable across the entire City and do not materially and unreasonably increase the costs of the Project.

(4) **Master Developer Obligations.**

(a) Master Developer is obligated to perform its obligations as detailed in this MDA, including City's Vested Laws and City's Future Laws.

(5) **Administrative Modifications.** The following modifications to this MDA may be considered and approved by the Administrator.

(a) Infrastructure. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

(b) Minor Amendment. Any other modifications deemed to be minor modifications by the Administrator.

(c) Application to Administrator. Applications for Administrative Modifications shall be filed with the Administrator.

(d) Administrator's Review of Administrative Modification. The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

(6) **Term.** This MDA shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this MDA shall not extend further than a period of fifteen (15) years from the Effective Date.

(7) **Default.**

(a) Notice. If the Master Developer 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.

(b) Contents of Notice of Default. The notice of default shall: (i) specify the claimed event of default; (ii) identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in default;





High Ground Development Inc.  
1982 West Pleasant Grove Blvd., Ste. J  
Pleasant Grove, UT 84062  
hmcDougald@highground.dev

If to Owners:

Herriman 73 Partners LLC  
10771 South Rippling Bay  
South Jordan, UT 84009

Properties of Greatness, LLC  
10610 South Jordan Gateway #200  
South Jordan, UT 84095

With a Copy to:

Heather McDougald, Legal Counsel  
High Ground Development Inc.  
1982 West Pleasant Grove Blvd., Ste. J  
Pleasant Grove, UT 84062  
[hmcDougald@highground.dev](mailto:hmcDougald@highground.dev)

(b) Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

(c) No Waiver. Any party's failure to enforce any provision of this MDA shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(d) Headings. The descriptive headings of the paragraphs of this MDA are inserted for convenience only and shall not control or affect the meaning or construction of any provision this MDA.

(e) Authority. The Parties to this MDA represent that they have full power and authority to enter into this MDA, and that all necessary actions have been taken to give full force and effect to this MDA. Master Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Master Developer and City warrant to each other that the individuals executing this MDA on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Master Developer represents to City that by entering into this MDA Master Developer has bound all

persons and entities having a legal or equitable interest to the terms of this MDA as of the Effective Date.

(f) Entire Agreement. This MDA, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain the entire MDA of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such MDAs, regulatory approvals and related conditions.

(g) Amendment. This MDA may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties or by their successors-in-interest or assigns. Any such amendment of this MDA shall be recorded in the official records of the Salt Lake County Recorder's Office.

(h) Severability. If any of the provisions of this MDA are declared void or unenforceable, such provision shall be severed from this MDA. This MDA shall otherwise remain in full force and effect provided the fundamental purpose of this MDA and Master Developer's ability to complete the development of the Property is not defeated by such severance.

(i) Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this MDA. The Parties shall agree that the venue for any action commenced in connection with this MDA shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

(j) Remedies. If either party breaches any provision of this MDA, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

(k) Attorney's Fees and Costs. If either party brings legal action either because of a breach of this MDA or to enforce a provision of this MDA, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

(l) Binding Effect. The benefits and burdens of this MDA shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This MDA shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

(m) No Third-Party Rights. The obligations of Master Developer and City set forth in this MDA shall not create any rights in or obligations to any other persons or Parties except to the extent otherwise provided herein.

(n) Assignment. The rights and responsibilities of the Master Developer under this MDA may be assigned in whole or in part with the consent of the City as

provided herein.

(i) *Selling of Parcels or Subdivision.* The selling or conveying lots in any approved subdivision or parcels to builders or end-users shall not be deemed to be an “assignment” subject to the above-referenced approval by the City.

(ii) *Transfer.* The Master Developer may transfer all or any part of the Property to any entity “related” to the Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), the Master Developer’s entry into a joint venture for the development of the Project, or the 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. The Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

(iii) *Time for Objection.* Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

(iv) *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 Owners or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

(o) No Agency Created. Nothing contained in this MDA shall create any partnership, joint venture, or agency relationship between the Parties.

(p) 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.

(q) Appointment of Representatives. To further the commitment of the parties to cooperate in the implementation of this MDA, the City, Owners and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owners and Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Trey Orsak. The Owners’ Representative shall be Larry Myler. 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.

(r) Future Property Additions. If Owners or Master Developer acquire any of the properties that are specified in Exhibit D then such future property shall be automatically included within this MDA at the option of Owners and Master Developer and this MDA shall be recorded in the chain of title of such property. Any such future property acquired by Owners or Master Developer shall be entitled to be developed with the AMSD zoning and shall have all rights and responsibilities under this MDA.

(9) **Recordation and Running with the Land.** This MDA shall be recorded in the chains of title for the Property. This MDA shall be deemed to run with the land. The relevant portion of the City's Vested Laws shall codified in Exhibit C with a full digitized copy of the City's Vested Laws provided to each Party and recorded with the City Recorder.

To evidence the Parties' MDA to this MDA, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGES FOLLOW]

Table of Exhibits

Exhibit A	Legal Description
Exhibit B	Zoning Map
Exhibit C	Portion of City Vested Laws
Exhibit D	Future Acquired Property

**HERRIMAN CITY**

Approved as to form:

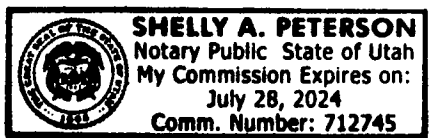
Signature: [Signature]  
By: Lorin Palmer  
Its: Mayor  
Date: 11-29-2022

[Signature]  
Office of the City Attorney

State of Utah )  
  :SS  
County of Salt Lake )

On this 29 day of November, 2022, personally appeared before me Lorin Palmer (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of Herriman City and that said document was signed by him/her in behalf of said city by Authority of its Bylaws or by Ordinance or Resolution, and said Lorin Palmer (name of document signer) acknowledged to me that said city executed the same.

[Signature]  
Notary Public



**MASTER DEVELOPER**

Signature: [Handwritten Signature]  
By: Larry Myler

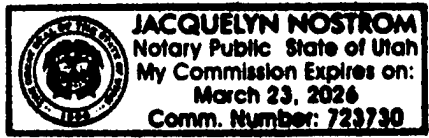
Its: Manager

Date: 11-30-22

State of Utah )

County of Salt Lake :SS )

On this 30<sup>th</sup> day of ~~October~~ November, 2022., personally appeared before me Larry Myler (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of Herriman 73 Partners, a Utah limited liability company, and that said document was signed by him/her in behalf of said corporation by authority of its Operating MDA or by Resolution, and said Larry Myler (name of document signer) acknowledged to me that said corporation executed the same.



[Handwritten Signature]  
Notary Public

**OWNERS**

Signature: [Handwritten Signature]  
By: Larry Myler

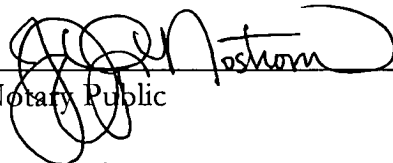
Its: Manager

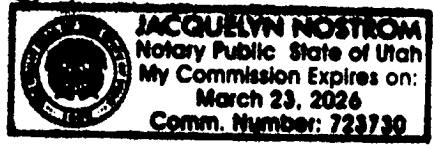
Date: 11-30-22

State of Utah )

County of Salt Lake :SS )

On this 30<sup>th</sup> day of November, 2022., personally appeared before me Larry Myler (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of Herriman 73 Partners, a Utah limited liability company, and that said document was signed by him/her in behalf of said corporation by authority of its Operating MDA or by Resolution, and said Larry Myler(name of document signer) acknowledged to me that said corporation executed the same.

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



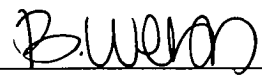
Signature:   
\_\_\_\_\_  
By: Kolby Hansen

Its: Manager  
Date: 12/16/2022

State of Utah )  
County of Valle Lake )<sup>SS</sup>

On this 16 day of December, 2022., personally appeared before me Kolby Hansen (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of Properties of Greatness, a Utah limited liability company, and that said document was signed by him/her in behalf of said corporation by authority of its Operating MDA or by Resolution, and said Kolby Hansen (name of document signer) acknowledged to me that said corporation executed the same.



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

**EXHIBIT A**  
(Property Description)



**AMSD:**

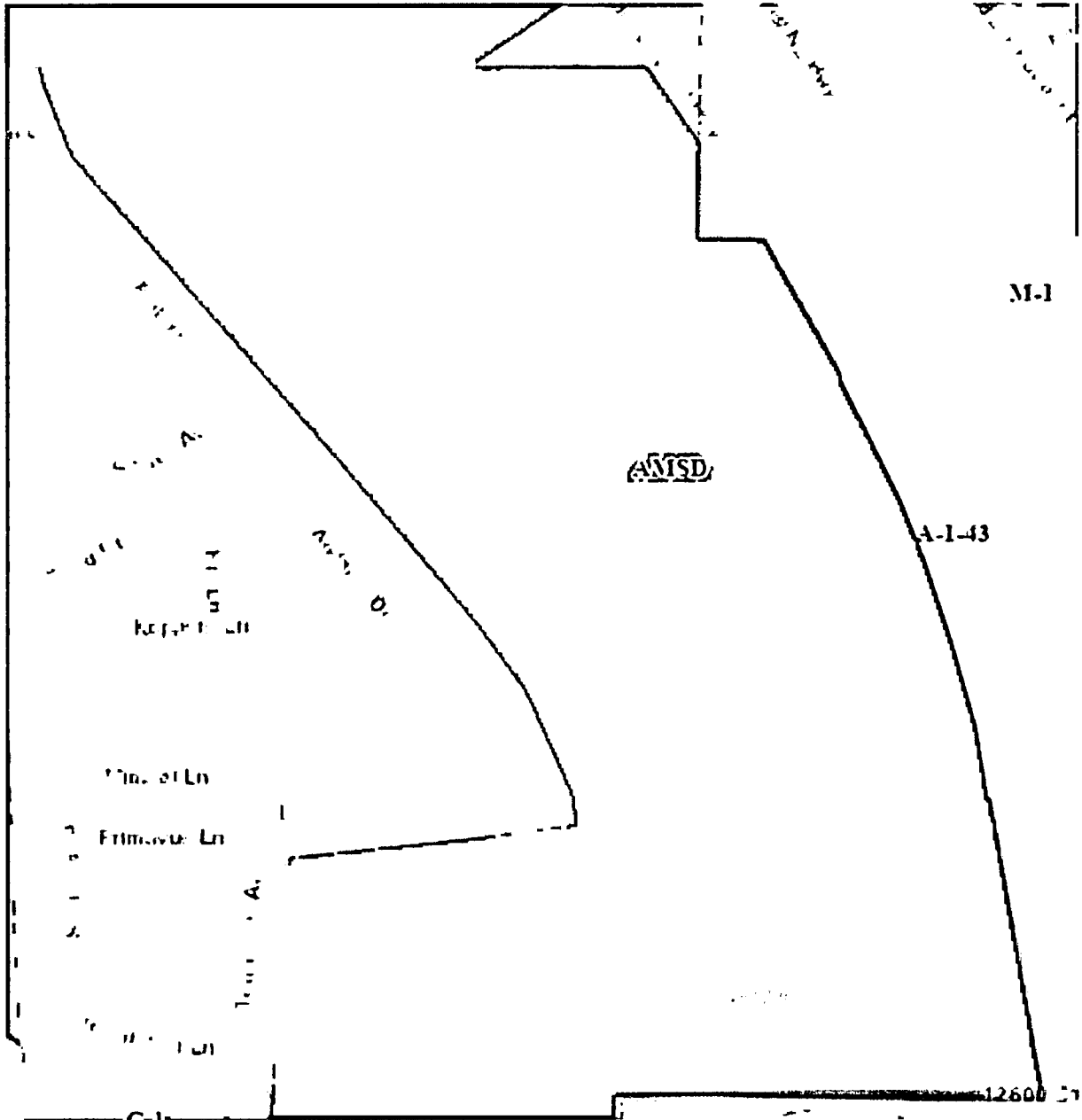
**A parcel of land situate within the East half (E-1/2) of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman City, County of Salt Lake, State of Utah, being more particularly described as follows:**

Beginning at the Northwest corner of Midas Crossing Retail Center Subdivision, said Northwest corner also being a point of intersection with the North line of Myler Crossing Street and the Easterly line of Herriman Main Street, said point being South  $89^{\circ}36'54''$  East, along the South line of the Southeast Quarter, a distance of 1128.25 feet and North  $0^{\circ}23'06''$  East, perpendicular to said section line, a distance of 666.60 feet, from the South Quarter corner of said Section 25; and running thence Northwesterly along the arc of a Non-Tangent Curve, said curve turning to the left through an angle of  $32^{\circ} 35' 31''$ , having a radius of 1593.00 feet, and whose long chord bears N  $22^{\circ} 43' 50''$  W, for a distance of 893.99 feet; thence departing said Easterly line of Herriman Main Street bearing N  $51^{\circ} 06' 17''$  E, a distance of 284.58 feet; thence S  $89^{\circ} 54' 40''$  E, a distance of 332.40 feet; thence N  $00^{\circ} 21' 49''$  E, for a distance of 974.98 feet, to the East-West Center Quarter Line; thence S  $89^{\circ} 38' 17''$  E for a distance of 197.89 feet, more or less, to a point on the Westerly line of Mountainview, said point being on the arc of a non-tangential curve; thence, more or less, along the arc of said curve turning to the right through an angle of  $19^{\circ} 10' 13''$ , having a radius of 5634.47 feet, and whose long chord bears S  $21^{\circ} 56' 22''$  E, a distance of 1876.43 feet; thence S  $07^{\circ} 05' 16''$  E, more or less continuing along said Westerly line, a distance of 100.13 feet; thence S  $11^{\circ} 46' 12''$  E, more or less, continuing along said Westerly line, a distance of 200.78 feet, to the Northeast corner of Midas Crossing Retail Center Subdivision Phase 1; thence along the lines of said Midas Crossing Retail Center Phase 1 & 2 the following Five (5) Courses: (1) N  $89^{\circ} 59' 56.9''$  W, a distance of 502.81 feet to the beginning of a non-tangential curve; (2) along the arc of said curve turning to the left through an angle of  $03^{\circ} 42' 26''$ , having a radius of 987.00 feet, and whose long chord bears N  $09^{\circ} 22' 10''$  W, a distance of 63.85 feet to a point of intersection with a non-tangential line; (3) N  $89^{\circ} 59' 57''$  W, a distance of 83.63 feet to the beginning of a non-tangential curve; (4) along the arc of said curve turning to the right through an angle of  $00^{\circ} 11' 00''$ , having a radius of 959.00 feet, and whose long chord bears S  $11^{\circ} 56' 27''$  E, a distance of 3.07 feet to a point of intersection with a non-tangential line; thence N  $89^{\circ} 59' 57''$  W, a distance of 570.71 feet to the point of beginning.

Contains: 1,663,677 Sq. Ft., or 38.193 Ac.

EXHIBIT B

(Zoning Map)



**EXHIBIT C**

(Relevant Portion of City's Vested Laws)

[To Be Inserted After Herriman City Council Approves this Agreement]

## Exhibit D

(Future Acquired Property)

### Herriman City Parcel 1 Legal Description

**A parcel of land situate within the East half (E-1/2) of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman City, County of Salt Lake, State of Utah, being more particularly described as follows:**

Beginning at a point South  $89^{\circ}36'45''$  East, along the South line of the Southeast Quarter, a distance of 1329.95 feet and North  $0^{\circ}23'06''$  East, perpendicular to said section line, a distance of 1670.71 feet, from the South Quarter corner of said Section 25; and running thence N  $89^{\circ}54'40''$  W, a distance of 332.40 feet; thence S  $51^{\circ}06'17''$  W, a distance of 284.58 feet, more or less, to the Northeasterly line of Herriman Main Street; thence N  $39^{\circ}35'19''$  W, more or less along said Northeasterly line, a distance of 442.81 feet, more or less, to the South corner of the Game Pointe Subdivision; thence along the lines of said subdivision the following Four (4) courses: (1) N  $54^{\circ}11'11''$  E, a distance of 560.07 feet to the beginning of a non-tangential curve; (2) along the arc of said curve turning to the right through  $01^{\circ}43'49''$ , having a radius of 3041.5 feet, and whose long chord bears N  $25^{\circ}40'45''$  W, a distance of 91.85 feet to the beginning of a curve; (3) along the arc of said curve turning to the right through an angle of  $17^{\circ}48'22''$ , having a radius of 391.50 feet, and whose long chord bears N  $15^{\circ}54'38''$  W, for a distance of 121.18 feet; (4) N  $07^{\circ}00'26''$  W, a distance of 95.36 feet to the beginning of a non-tangential curve; thence along the arc of said curve turning to the left through an angle of  $33^{\circ}46'01''$ , having a radius of 500.00 feet, and whose long chord bears N  $70^{\circ}52'13''$  E, a distance of 290.43 feet; thence N  $53^{\circ}59'12''$  E, a distance of 245.95 feet; thence S  $00^{\circ}40'39''$  W, for a distance of 49.59 feet; thence S  $00^{\circ}21'49''$  W, a distance of 974.98 feet to the point of beginning.

Contains: 529,892 Sq. Ft., or 12.165 Ac.

### Herriman City Parcel 2, 13 Ac. Parcel Legal Description

**A parcel of land situate within the East half (E-1/2) of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman City, County of Salt Lake, State of Utah, being more particularly described as follows:**

Beginning at a point South  $89^{\circ}36'54''$  East, along the South line of the Southeast Quarter, a distance of 1330.64 feet and North  $0^{\circ}23'06''$  East, perpendicular to said section line, a distance of 858.23 feet, and North  $0^{\circ}21'05''$  East, a distance of 1787.47 feet from the South Quarter corner of said Section 25; and running thence S  $53^{\circ}59'12''$  W, a distance of 245.9462 feet to the beginning of a curve; thence along the arc of said curve turning to the right through  $33^{\circ}$

46' 01", having a radius of 500.00 feet, and whose long chord bears S 70° 52' 13" W, a distance of 290.43 feet to the beginning of a non-tangential curve; thence along the arc of said curve turning to the right through an angle of 02° 30' 52", having a radius of 500.00 feet, and whose long chord bears S 89° 00' 39" W, a distance of 21.94 feet; thence N 89° 43' 56" W, a distance of 197.83 feet, to the beginning of a curve; thence along the arc of said curve turning to the left through an angle of 39° 51' 09", having a radius of 500.00 feet, and whose long chord bears S 70° 20' 30" W for a distance of 340.81 feet; thence S 50° 24' 56" W, a distance of 191.54 feet, to the Easterly line of Herriman Main Street; thence N 39° 35' 19" W, along said Easterly line, a distance of 190.00 feet; thence N 48° 23' 28" E, a distance of 662.90 feet, more or less, to a point in the Southerly line of Midas Creek, said point being to the beginning of a non-tangential curve; thence along said Southerly line the following Four (4) courses: (1) the arc of said curve turning to the left through an angle of 59° 43' 49", having a radius of 279.45 feet, and whose long chord bears N 44° 07' 41" E, a distance of 278.32 feet to a point of intersection with a non-tangential line; (2) N 15° 57' 39" E, a distance of 98.23 feet to the beginning of a non-tangential curve; (3) along the arc of said curve turning to the right through an angle of 46° 15' 37", having a radius of 31.14 feet, and whose long chord bears N 40° 01' 19" E for a distance of 24.47 feet to a point of intersection with a non-tangential line; (4) N 63° 40' 47" E, a distance of 146.59 feet; thence S 89° 49' 27" E, a distance of 243.10 feet; thence S 35° 57' 21" E, a distance of 304.58 feet; thence S 00° 39' 24" W, a distance of 241.34 feet to the point of beginning.

Contains: 561,647 Sq. Ft., or 12.894 Ac.

**Game Pointe Subdivision Legal Description**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, HERRIMAN CITY, CALT LAKE COUNTY, UTAH

**GAME POINTE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

Contains: 261,385 Sq. Ft., or 6 Ac.

