



PLANNING COMMISSION AGENDA

Wednesday, February 04, 2026

NOTICE IS HEREBY GIVEN that the Herriman Planning Commission shall assemble for a meeting in the City Council Chambers, located at
5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

6:00 PM WORK MEETING (Fort Herriman Conference Room)

1. Commission Business

- 1.1. Review of City Council Decisions – Michael Maloy, Planning Director
- 1.2. Review of Agenda Items – Planning Staff
- 1.3. Review and Discuss Land Development Codes, Standards, Policies, Best Practices, and Potential Amendments to Ensure Compliance with Utah State and Herriman City Regulations– Michael Maloy, AICP, Planning Director

2. Adjournment

7:00 PM REGULAR PLANNING COMMISSION MEETING (Council Chambers)

3. Call to Order

- 3.1. Invocation, Thought, Reading and/or Pledge of Allegiance
- 3.2. Roll Call
- 3.3. Conflicts of Interest

3.4. Approval of Minutes for the January 07, 2026 Planning Commission Meeting

4. Administrative Items

Administrative items are reviewed based on standards outlined in the ordinance. Public comment may be taken on relevant and credible evidence regarding the application compliance with the ordinance.

4.1. Re-consideration of final building elevations and landscape plans for commercial development in Copper View Plaza Building 7 at 12252 S Herriman Auto Row in the C-2 Commercial Zone.

Applicant: Aaron Osmond, Mountain View Plaza LLC (property owner)

Acres: ±0.5

File No: C2025-082

5. Legislative Items

Legislative items are recommendations to the City Council. Broad public input will be taken and considered on each item. All legislative items recommended at this meeting will be scheduled for a decision at the next available City Council meeting.

5.1. (Continued from January 21, 2026 Meeting) Review and consider a recommendation to amend Title 10 Land Development Code to permit detached Accessory Dwelling Units on properties that contain a single-family home, subject to compliance with specific additional zoning regulations, applicable building codes, and adopted engineering standards, if approved by the Herriman City Council.

Applicant: Herriman City

File No: Z2026-002

6. Chair and Commission Comments

7. Future Meetings

7.1. Next City Council Meeting: February 11, 2026

7.2. Next Planning Commission Meeting: February 18, 2026

8. Adjournment

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5323 and provide at least 48 hours advance notice of the meeting.

ELECTRONIC PARTICIPATION: Members of the City Council may participate electronically via telephone, Skype, or other electronic means during this meeting.

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council will be asked to complete a written comment form and present it to Jackie Nostrom, City Recorder. In general, the chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

I, Wendy Thorpe, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.gov, Posted and dated this [enter date] /s/ Wendy Thorpe, Deputy City Recorder



PLANNING COMMISSION MINUTES

Wednesday, January 07, 2026

Draft Pending Formal Approval

The following are the minutes of the Herriman Planning Commission meeting held on **Wednesday, January 7, 2026, at 6:00 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Commission, media, and interested citizens.

Presiding: Chair Andrea Bradford

Commissioners Present at Work Meeting: Brody Rypien, Darryl Fenn, Jackson Ferguson, Heather Garcia, Adam Jacobson, Alternate Forest Sickles, Alternate Preston Oberg

Excused: Andy Powell

Staff Present: Planning Manager Clint Spencer, Planner II Amanda Hamilton, Deputy Recorder Angela Hansen, Planner I Laurin Hoadley, Communications Specialist Mitch Davis, Staff Engineer III Josh Petersen, Assistant City Manager Wendy Thomas (online), Community Development Director Blake Thomas, Planning Director Michael Maloy, City Attorney Todd Sheeran, and Deputy Recorder Shaylene Serawop

6:00 PM WORK MEETING (Fort Herriman Conference Room)

Chair Andrea Bradford called the meeting to order at 6:06 p.m.

1. Commission Business

1.1. Review of City Council Decisions – Michael Maloy, Planning Director

Planning Director Michael Maloy reported that the City Council had only one meeting in December. He noted that there was a swearing-in ceremony on Monday for new Council

members, which had an unusually large turnout. He mentioned that there are currently two former commissioners serving the City Council, making it an exciting new year for the city.

1.2. Review of Agenda Items – Planning Staff

Planning Manager Clint Spencer reviewed the agenda items for the meeting. He explained that the first item was a conditional use amendment for the Jordan Valley Water Conservation District. The contractor had built a temporary structure on the site to assist with construction of new buildings, which required additional approval. The temporary structure was described as a steel frame with stretch canvas over it, with a concrete pad underneath. Spencer noted that the structure would remain in place for approximately three years during construction.

Commissioner Jackson Ferguson noted that the structure appeared to be a "scrub structure," which he had used before on projects in California.

For the second agenda item, Spencer explained it concerned the Commercial Flex (CF) Zone sign entrance sign ordinance. He described how this amendment came about due to a sign along Mountain View that was shining into residents' windows. The amendment would solidify resolutions reached with the developer and apply to future signs to prevent problems for residential neighborhoods. Spencer also noted that since the CF zone had been adopted without sign ordinance provisions, the amendment would include similar standards to the C-2 zone.

1.3. Review and Discuss the Utah Open and Public Meetings Act in Compliance with Utah Code Section 52-4-104 – Todd, City Attorney

City Attorney Todd Sheeran presented this annual training in place of Matthew Brooks. He covered several key topics related to the Utah Open and Public Meetings Act, focusing on the importance of maintaining transparency, understanding the definitions and requirements of public meetings, and the implications of closed meetings and communications to ensure compliance with the Act.

1.4. Review and Discuss Pending Land Development Code Amendments to (1) Permit Detached Accessory Dwelling Units, and (2) Modify Fence Regulations in Herriman City – Michael Maloy, Planning Director

Planning Director Michael Maloy discussed two pending code amendments. Regarding Detached Accessory Dwelling Units (ADUs), Maloy explained that the current draft would require a minimum lot size of 6,000 square feet to align with existing internal ADU requirements; previous drafts had considered 5,000 square feet. The City Council expressed concerns about allowing both internal and detached ADUs on the same lot. The draft includes an owner-occupancy provision requiring owners to live in either the main home or the ADU, and it expressly prohibits short-term rentals. Commissioners discussed utility requirements, parking standards, and enforcement challenges. Planner I Laurin Hoadley noted the current code includes a "certificate of notice" process permitting family members to live in second kitchens without those being considered rentals. As for Fence Regulations, Maloy mentioned he would send an

overview of the proposed fence ordinance amendments but did not discuss the details due to time constraints.

2. Adjournment

Commissioner Adam Jacobson moved to adjourn the meeting at 7:06 p.m. Seconded by Commissioner Heather Garcia and all voted aye.

7:00 PM REGULAR PLANNING COMMISSION MEETING (Council Chambers)

3. Call to Order

Chair Andrea Bradford called the meeting to order at 7:12 p.m.

3.1. Invocation, Thought, Reading and/or Pledge of Allegiance

Mr. Jacob Field led the audience in the Pledge of Allegiance

3.2. Roll Call

Full quorum present.

3.3. Conflicts of Interest

No conflicts of interest were noted.

3.4. Approval of Minutes for November 05, 2025, and November 19, 2025, Planning Commission Meeting

Commissioner Heather Garcia motioned to approve the Minutes for the November 05, 2025, and November 19, 2025, Planning Commission meeting; Commissioner Forest Sickles seconded and all voted aye.

4. Administrative Items

Administrative items are reviewed based on standards outlined in the ordinance. Public comment may be taken on relevant and credible evidence regarding the application compliance with the ordinance.

4.1. Review and Consider a Conditional Use Permit Amendment to allow the placement of a temporary building to facilitate the construction of required water utility infrastructure on Jordan Valley Water Conservancy District property located at 15305 S 3200 West in the A-1-43 Agricultural Zone.

Applicant: Jacob Field, Gerber Construction (Authorized Agent)

Acres: ±110.88

File No: C2025-159

Planning Manager Clint Spencer explained that the Jordan Valley Water Conservation District had already been granted permission to construct multiple buildings on their property. During construction, the contractor placed a large temporary canvas building on the property to facilitate construction, which required a separate conditional use permit.

Spencer showed the location of the tent structure on a map, noting it was west of where the main buildings were being constructed. He mentioned that a concrete slab had been built underneath the tent. He explained that per city code 10-16, any temporary structure must be removed upon completion or abandonment of construction work. Staff recommended that the applicant also be required to remediate the site back to its vegetated state after removal.

Spencer recommended approval of the conditional use permit amendment.

Commissioner Adam Jacobson moved to approve item 4.1 Review and Consider a Conditional Use Permit Amendment to allow the placement of a temporary building to facilitate the construction of required water utility infrastructure on Jordan Valley Water Conservancy District property located at 15305 S 3200 West in the A-1-43 Agricultural Zone. With staff's recommendations 1. 5,000 sq feet concrete pad 2. Temporary Building must be removed upon completion or abandonment of construction work. 3. Remove all associated features, replant.

Commissioner Darryl Fenn seconded the motion.

The vote was recorded as follows:

Commissioner Darryl Fenn	Aye
Commissioner Jackson Ferguson	Aye
Commissioner Heather Garcia	Aye
Commissioner Brody Rypien	Aye
Commissioner Adam Jacobson	Aye
Commissioner Andy Powell	Absent
Alternate Commissioner Forest Sickles	Aye
Alternate Commissioner Preston Oberg	Not voting

The motion passed unanimously.

5. Legislative Items

Legislative items are recommendations to the City Council. Broad public input will be taken and considered on each item. All legislative items recommended at this meeting will be scheduled for a decision at the next available City Council meeting.

5.1. Review and consider a recommendation to amend Chapter 10-27 Signs of City Code to permit and regulate commercial signs in the C-F Commercial Flex Zone and update development standards for illuminated signs in all zoning districts were permitted in Herriman. (Public Hearing)

Applicant: Herriman City

File No: Z2025-162

Planning Manager Clint Spencer presented this amendment which addressed two issues:

1. The CF zone was adopted a few months ago without sign regulations, so this amendment would establish sign standards similar to the C-2 zone.
2. Recent issues with commercial signage affecting adjacent residential properties prompted regulations to restrict when illuminated signs can face residential areas.

Spencer explained the amendment would require sign details, lighting plans, and renderings showing brightness for any illuminated sign facing residential properties. The Planning Commission would have final approval authority for such signs.

Commissioner Jackson Ferguson asked if a volt metric plan should be added as a requirement. Spencer confirmed it was already part of the review process under "lighting plan."

Chair Bradford opened the public hearing.

Quince Underwood, a Herriman resident, expressed concerns about light pollution from electronic billboards along Mountain View corridor, particularly for nearby residential developments, and urged the Commission to consider the impact on quality of life.

Commissioner Adam Jacobson moved to close the public hearing, Seconded by Commissioner Heather Garcia and all voted Aye.

Commissioner Heather Garcia expressed concerns about signs in the CF zone located close to residential areas, particularly with small setbacks. Spencer clarified that electronic signs must be 500 feet from residential properties, while flat or wall signs must be 200 feet away or across the street from residential development.

Planner I Laurin Hoadley noted that current ordinance already prohibits illumination of flat signs facing dwellings on adjacent properties, and this amendment would create an additional buffer.

Commissioner Brody Rypien moved to forward a positive recommendation of approval to City Council of item 5.1 Review and Consider a recommendation to amend Chapter 10-27 Signs of City Code to permit and regulate commercial signs in the C-F Commercial Flex Zone and update development standards for illuminated signs in all zoning districts were permitted in Herriman.

Commissioner Forest Sickles seconded the motion.

The vote was recorded as follows:

Commissioner Darryl Fenn	Aye
Commissioner Jackson Ferguson	Aye
Commissioner Heather Garcia	Aye
Commissioner Brody Rypien	Aye
Commissioner Adam Jacobson	Aye
Commissioner Andy Powell	Absent
Alternate Commissioner Forest Sickles	Aye

Alternate Commissioner Preston Oberg Not Voting

The motion passed unanimously.

6. Chair and Commission Comments

7. Future Meetings

7.1. Next City Council Meeting: January 14, 2026

7.2. Next Planning Commission Meeting: January 21, 2026

8. Adjournment

Commissioner Forest Sickles moved to adjourn the meeting at 7:27 p.m. Seconded by Commissioner Heather Garcia and all voted aye.

I, Shaylene Serawop, Deputy City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on January 7, 2026. This document constitutes the official minutes for the Herriman City Planning Commission Meeting.



Shaylene Serawop

Deputy City Recorder



STAFF REPORT

DATE: February 4, 2026
TO: The Planning Commission
FROM: Laurin Hoadley, Planner I
SUBJECT: Re-consideration of final building elevations and landscape plans for commercial development in Copper View Plaza Building 7 at 12252 S Herriman Auto Row in the C-2 Commercial Zone.
Applicant: Aaron Osmond, Mountain View Plaza LLC (property owner)
Acres: ±0.5
File No: C2025-082

RECOMMENDATION:

Planning Commission approves the following findings:

The proposed architectural and landscape design for Building 7 of Copper View Plaza generally complies with the applicable Herriman City Code, adopted standards, prior conditions of approval specified by the Planning Commission, and the Mountain View Plaza Master Development Agreement (MDA).

Staff recommends approval of this item.

ISSUE BEFORE COMMISSION:

Should the Planning Commission approve an amendment to the building elevations and landscape plans for Building 7 in Copper View Plaza with the recommended conditions?

BACKGROUND & SUMMARY:

Building seven (7) was previously approved as a single-tenant building comprising 8,000 square feet, approximately twenty (20) feet tall, with architectural features extending to twenty-four (24) feet.

The applicant is proposing to amend the structure to a 5-tenant retail shell. The structure will be 8,400 square feet, which is 400 square feet larger than the previous proposal. The largest tenant space will be 2,612 square feet, and the remaining four (4) spaces are under 1,600 square feet each. The structure remains twenty (20) feet in height (on average), with architectural features reaching twenty-three and a half (23.5) feet tall.

Finishing materials for building seven (7) include brick and stone, commercial storefront window glazing, and stucco accents. A pergola and other window and entrance coverings are also incorporated into the building design, which features are consistent with the renderings shown throughout the application process.

Site amenities include the plaza area on the north side of the building, which features masonry paving, a seating area with a fire feature, and an additional seating area with a landscaped planter.

DISCUSSION:

ENGINEERING REVIEW

***Staff Finding:** The Engineering Department reviewed the proposed site plan and had no significant concerns. Any remaining minor issues can be addressed during the final review of the Engineering and Building Permit process.*

CONDITIONAL USE REVIEW (STANDARDS FROM 10-5-10.E.1.):

In accordance with the original approval for Mountain View Plaza, where the proposed plans are part of the overall Mountain View Plaza area that consists of more than six (6) acres, per 10-12-5.C.2 of City Code, any development in the C-2 Commercial Zone over one (1) acre in size requires conditional use approval and is subject to compliance with the applicable “Approval Standards” listed in 10-5-10(E), which has been summarized and reviewed below:

The proposed conditional use and associated plans include substantial mitigation of reasonably anticipated detrimental effects arising from the conditional use, including, but not limited to:

Detrimental effects on connectivity and safety for pedestrians and bicyclists.

***Staff Finding:** The proposed plan offers good pedestrian accessibility from all sides of the building, as well as into and through the plaza area. The building elevations don’t show electrical panels and other utilities. Staff will require that these electrical and other utilities be screened as required by the original approval letter and the MDA. To ensure safe walking paths and address other aesthetic and health-related issues, outside storage of materials, boxes, merchandise, or products is not permitted.*

Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.

***Staff Finding:** As required by the MDA, the building architecture varies across the site, while select elements are designed to visually “tie” buildings within the project together, resulting in a cohesive appearance.*

MDA COMPLIANCE

Staff Finding: *The proposal generally meets the requirements outlined in the MDA; however, staff suggests that the applicant provide seating amenities within the proposed plaza, consistent with images included in the design guidelines of the MDA.*

ZONING COMPLIANCE (LANDSCAPING)

Staff Finding: *An updated landscape plan has been submitted, which meets City standards for fifty (50%) percent live growth coverage. However, a legend for the plan has not been provided showing planting numbers, mulch types, and other specific details for the proposed plan. Staff will require that this information be provided with the Building Permit application to ensure compliance with the landscaping ordinance.*

Based on this review, staff recommends approval, subject to the conditions listed on page one of this staff report.

ALTERNATIVES:

The Planning Commission may consider the following alternatives:

Alternative	Recommendation	Considerations for Alternative	Considerations against Alternative
Approve proposal as submitted	Yes	Approval facilitates commercial development within the City	None identified by staff
Approve proposal with conditions		Approval facilitates commercial development within the City in compliance with applicable standards	None identified by staff
Postpone proposal (with or without date)		Postponing the proposal will allow the applicant to revise plans to comply with the recommended conditions	Postponement may delay development if unresolved
Deny proposal		Denial of the proposal may require mediation as per the development agreement if unresolved	Staff has not identified any findings that warrant denial

ATTACHMENTS:

- A. Application
- B. Vicinity Map
- C. Amended Building Elevations & Floor Plans
- D. Amended Site & Landscape Plans
- E. Amended Mountain View Plaza MDA



Conditional Use Application

PROPERTY INFORMATION			
Property Address: 12252 S HERRIMAN AUTO ROW			
Parcel Numbers: 26254020020000			
Acres: Approx .5 Acres		Proposed building square footage: Approx 8,400	
Request: Approval to begin construction of Buildings 7 at Copper View Plaza (MVP LLC)			
Transition to a single story, 5 unit retail commercial building similar to other buildings on site.			
APPLICANT INFORMATION			
Name of Applicant: Mountainview Plaza, LLC			
Address of Applicant: [REDACTED]			
Email of Applicant: [REDACTED]		Phone: [REDACTED]	
Applicants Affiliation with the Subject Property:			
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Other			
Engineer: (if not listed above) Josh Jensen (Silverpeak Engineering)			
Email of Engineer: [REDACTED]		Phone of Engineer: [REDACTED]	
Architect: (if applicable) Chris Layton (Layton Davis Architects)			
Email of Architect: [REDACTED]		Phone of Architect: [REDACTED]	
Property Owner: (if not listed above) Same as above			
Email of Owner: Same as above		Phone: Same as above	
OFFICE USE ONLY			
Date Received:	Received By:	File Number:	Fee:
Zone:	Assigned Planner:		Receipt #

APPLICANT'S AFFIDAVIT

State of Utah)
City of Herriman)

I (we), Aaron Osmond, Manager, Mountainview Plaza, LLC, being duly sworn, depose and say that I (we) am (are) the owner(s) or authorized agent(s) of owner, of property involved in the attached application and that the statements and answers contained herein in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application requested herewith and that the foregoing statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed _____



STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this _____ of _____, in the year 20____, before me _____, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document in my presence.

Notary Signature

*May be owner of record, contract owner, party to valid earnest money agreement, option holder or have other legal control of the property.

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property at _____ Herriman, Utah, do hereby appoint _____ as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize _____ to appear on my (our) behalf before any City Boards considering this application.

Signed _____

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On this _____ of _____, in the year 20____, before me _____, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document in my presence.

Notary Signature



Conditional Use Checklist		City Use Only	
Applicant Submitted	All information should be submitted electronically to planning@herriman.org	Accepted	N/A Initials
Initial <u>AVO</u>	Conditional Use Application, including a description of the proposed use and the appropriate fee		
Initial <u>AVO</u>	A statement by the applicant demonstrating how the conditional use permit request meets the approval standards (See attached) See Email Sent on 9/20/24		
	Site Plan submittal information (Land Development Code 10-5-12), which includes:		
Site plan showing the following:			
Initial <u>AVO</u>	All infrastructure and development facilities related to the project located within two hundred fifty feet (250') of the site boundary		
Initial <u>AVO</u>	Layout, dimensions, and names of existing and future road rights-of-way		
Initial <u>AVO</u>	Project name, north arrow, and tie to a section monument		
Initial <u>AVO</u>	The boundary lines of the project site with bearings and distances		
Initial <u>AVO</u>	Layout and dimensions of proposed streets, buildings, parking areas, and landscape areas		
Initial <u>AVO</u>	Location, dimensions, and labeling of other features such as bicycle racks, dumpsters, trash cans, fences, signage, and mechanical equipment		
Initial <u>AVO</u>	Location of man-made features including irrigation facilities, bridges, railroad tracks, and buildings		
Initial <u>AVO</u>	A tabulation table, showing total gross acreage, square footage of street rights-of-way, square footage of building footprint, square footage of total building floor area, square footage of landscaping, number of parking spaces, and if any, the number and type of dwellings, and the percentage devoted to each dwelling type and overall dwelling unit density		
Initial <u>AVO</u>	Identification of property, if any, not proposed for development		
Grading and drainage plan showing the following:			
Initial <u>AVO</u>	North arrow, scale, and site plan underlay		
Initial <u>AVO</u>	Topography contours at two foot (2') intervals		
Initial <u>AVO</u>	Areas of substantial earth moving with an erosion control plan		
Initial <u>AVO</u>	Location of existing water courses, canals, ditches, springs, wells, culverts, and storm drains, and proposed method of dealing with all irrigation and waste water		
Initial <u>AVO</u>	Location of any designated FEMA floodplain and/or wetland boundaries;		
Initial <u>AVO</u>	Direction of stormwater flows, catch basins, inlets, outlets, waterways, culverts, detention basins, orifice plates, outlets to off-site facilities, and off-site drainage facilities when necessary based on adopted City standards and specifications; and		



Utility plan showing the following:			
Initial <u>AVO</u>	North arrow, scale, and site plan underlay		
Initial <u>AVO</u>	All existing and proposed utilities including, but not limited to, sewer, culinary water, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communications lines, cable television lines, and street lights		
Initial <u>AVO</u>	Minimum fire flow required by the Building Code for the proposed structures, and fire flow calculations at all hydrant locations		
Initial <u>AVO</u>	Location and dimensions of all utility easements		
Initial <u>AVO</u>	A letter from each utility provider, other than the City, addressing the feasibility and their requirements to serve the project;		
Initial <u>AVO</u>	Landscaping plan, consistent with the requirements of chapter 23 of this title		
Building elevations for all buildings showing the following:			
Initial <u>AVO</u>	Accurate front, rear, and side elevations drawn to scale		
Initial <u>AVO</u>	Exterior surfacing materials and colors, including roofing material and color		
Initial <u>AVO</u>	Outdoor lighting, furnishings, and architectural accents		
Initial <u>AVO</u>	Location and dimensions of proposed signs		
Initial <u>AVO</u>	Where one or more conditions of unusual soil, vegetation, geology, or slope exist, resulting in increased fire, flood, or erosion hazards, traffic circulation problems, sewage disposal problems, or potential property damage from extensive soil slippage and subsidence, an applicant shall, upon request of the Planning Commission or City Engineer, provide contour and drainage plans, cut and fill specifications, and soil and geologic reports. The required details of such reports and plans may vary depending on the severity of the unusual conditions, but in any event such plans and reports shall be reviewed and approved by the City prior to final approval of a site plan;		
The following documents:			
Initial <u>AVO</u>	Any agreements with adjacent property owners regarding development of the site		
Initial <u>AVO</u>	Evidence of compliance with applicable Federal, State, and local laws and regulations, if requested by the Planning Commission or Community Development Director		
Initial <u>AVO</u>	A traffic impact analysis, if requested by the Planning Commission or City Engineer		
Initial <u>AVO</u>	Warranty deed and preliminary title report or other document showing the applicant has control of the property		
Initial <u>AVO</u>	Parcel maps from the County Recorder's Office showing the subject property and all property located within four hundred feet (400') thereof.		



CONDITIONAL USE STANDARDS

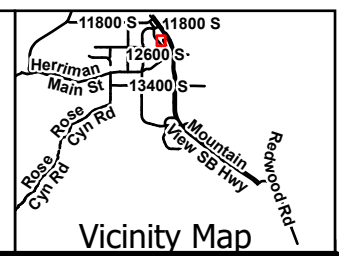
Approval Standards: A conditional use permit shall run with the land and may require the applicant to record documents to that effect. The Planning Commission and staff, in their review capacity, may impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use. All conditional uses shall meet the following standards:

1. The proposed conditional use shall comply with City, State, and Federal codes as applicable to the site where the conditional use will be located.
2. The proposed conditional use is consistent with the applicable objectives, goals, and policies of the General Plan.
3. The proposed conditional use and associated plans include substantial mitigation of reasonably anticipated detrimental effects arising from the conditional use, including, but not limited to:
 - a. Detrimental effects of decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.
 - b. Detrimental effects on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems, including other reasonable mitigation as determined by the City's engineering staff, contracted engineers, and utility service providers.
 - c. Detrimental effects on connectivity and safety for pedestrians and bicyclists.
 - d. Detrimental effects by the use due to its nature including (1) noise that exceeds sound levels normally found within the neighborhood or surrounding zone, (2) odors beyond what is normally considered acceptable within the neighborhood or surrounding zone, and (3) environmental impacts such as dust, fumes, smoke, odor, noise, vibrations, chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may also include hours of operation and the potential to create an attractive nuisance.
 - e. Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, sensitive lands, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.
 - f. Detrimental effects of modifications to or installation of signs and exterior lighting

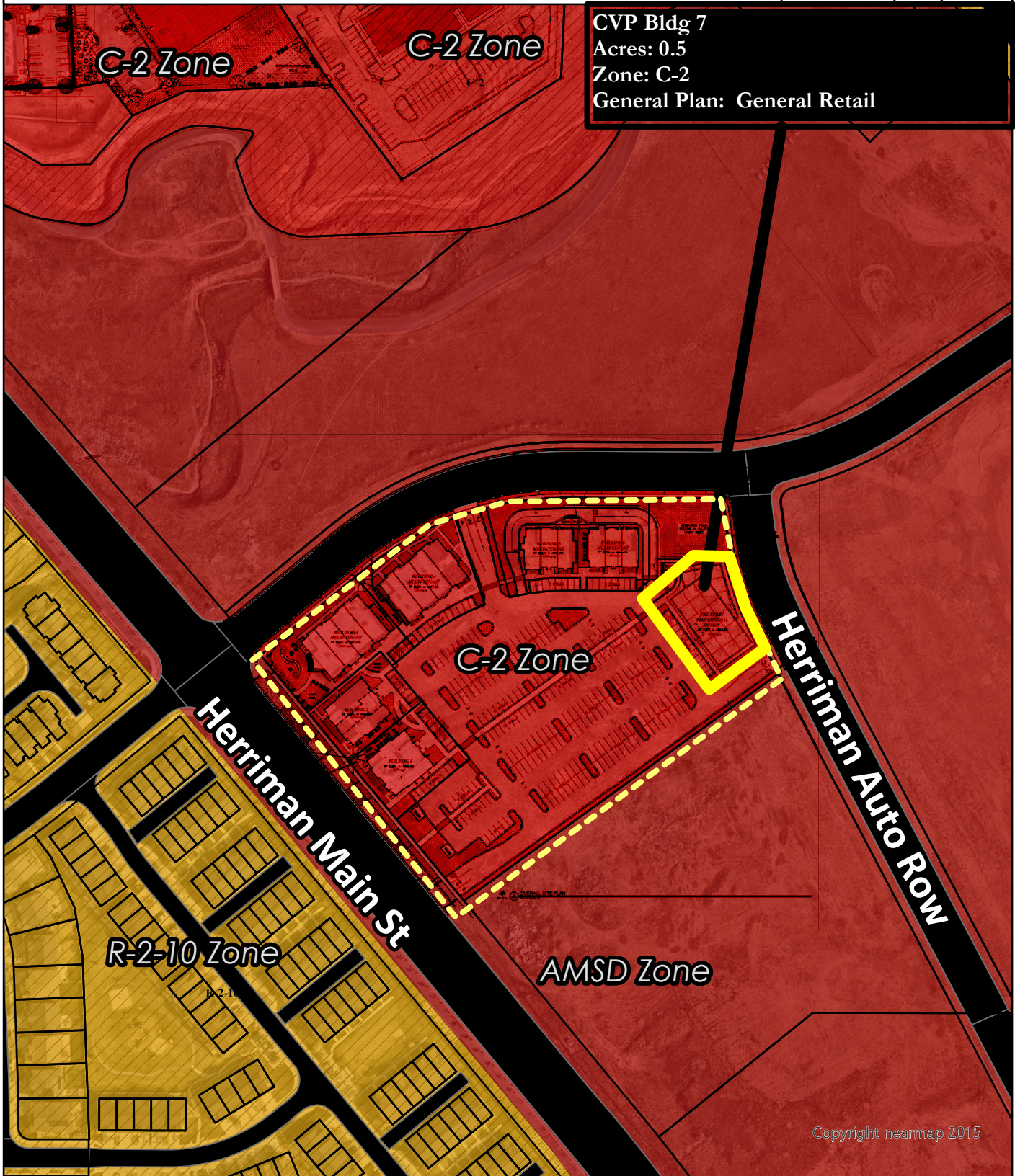
- that conflict with neighborhood compatibility.
 - g. Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.
 - h. Detrimental effects on the tax base and property values.
 - i. Detrimental effects on the current level of economy in governmental expenditures.
 - j. Detrimental effects on emergency fire service and emergency vehicle access.
 - k. Detrimental effects on usable open space.
 - l. Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.
4. Conditions may be imposed as necessary to conform the proposed conditional use permit to the requirements set forth in subsection E of this section. Such conditions shall be expressly set forth in the approval authorizing the conditional use.

Copper View Plaza

12252 S Herriman Auto Row



CVP Bldg 7
Acres: 0.5
Zone: C-2
General Plan: General Retail

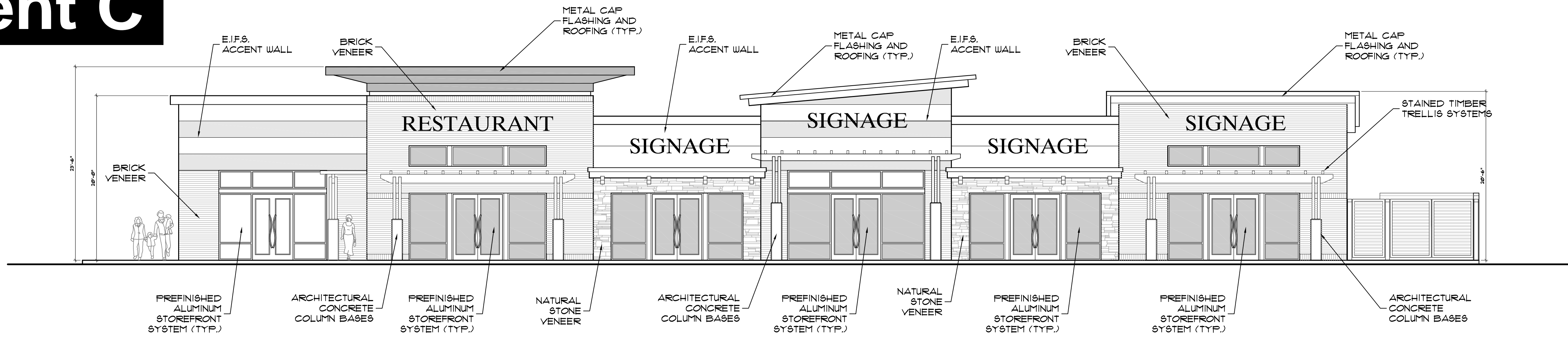


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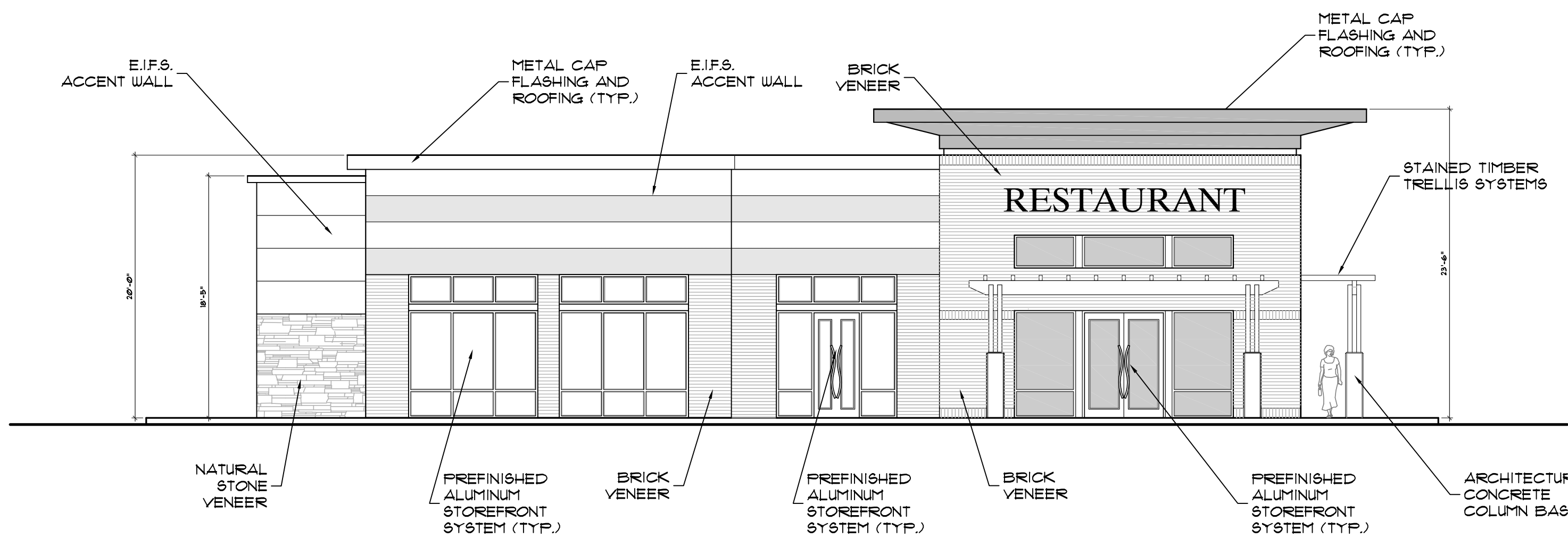
Herriman Planning & Zoning



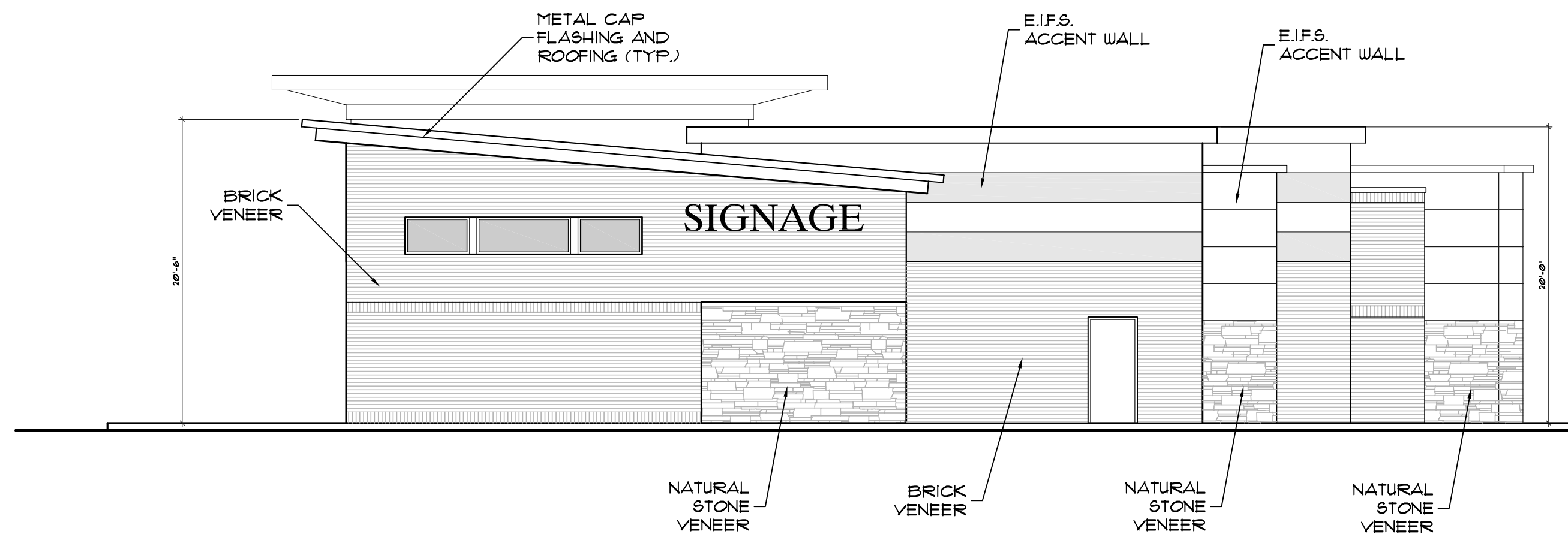
Attachment C



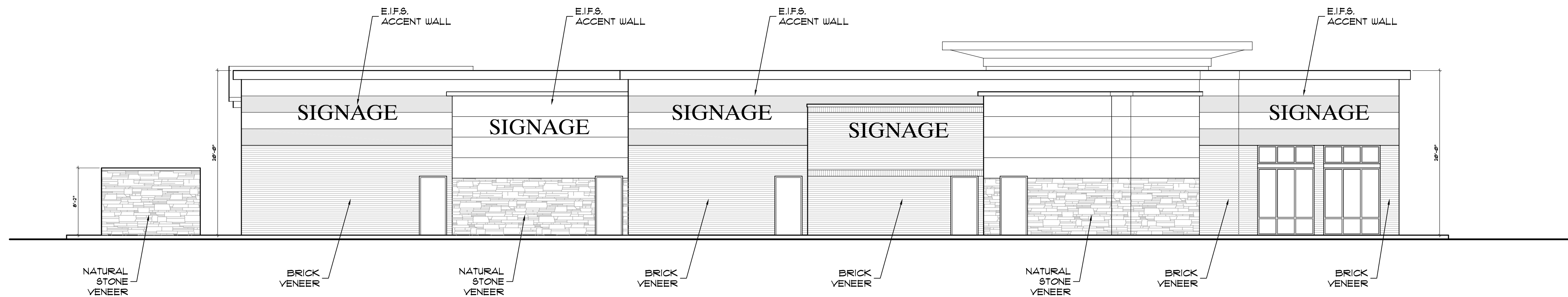
1 SOUTH WEST - EXTERIOR ELEVATION BUILDING SEVEN
SCALE: 1/8" = 1' - 0"



2 NORTH WEST - EXTERIOR ELEVATION BUILDING SEVEN
SCALE: 1/8" = 1' - 0"



3 SOUTH EAST - EXTERIOR ELEVATION BUILDING SEVEN
SCALE: 1/8" = 1' - 0"



4 NORTH EAST - EXTERIOR ELEVATION BUILDING SEVEN
SCALE: 1/8" = 1' - 0"

PRINTED DATE
12.18.2025

LAYTON DAVIS
ARCHITECTS

2005 EAST 2700 SOUTH | SUITE 200
SALT LAKE CITY, UTAH 84109
P.801.487.0715 | WWW.LAYTONDAVISARCHITECTS.COM

COPPER VIEW PLAZA
BUILDING SEVEN

Herriman Main & Miller Crossing
Herriman, Utah

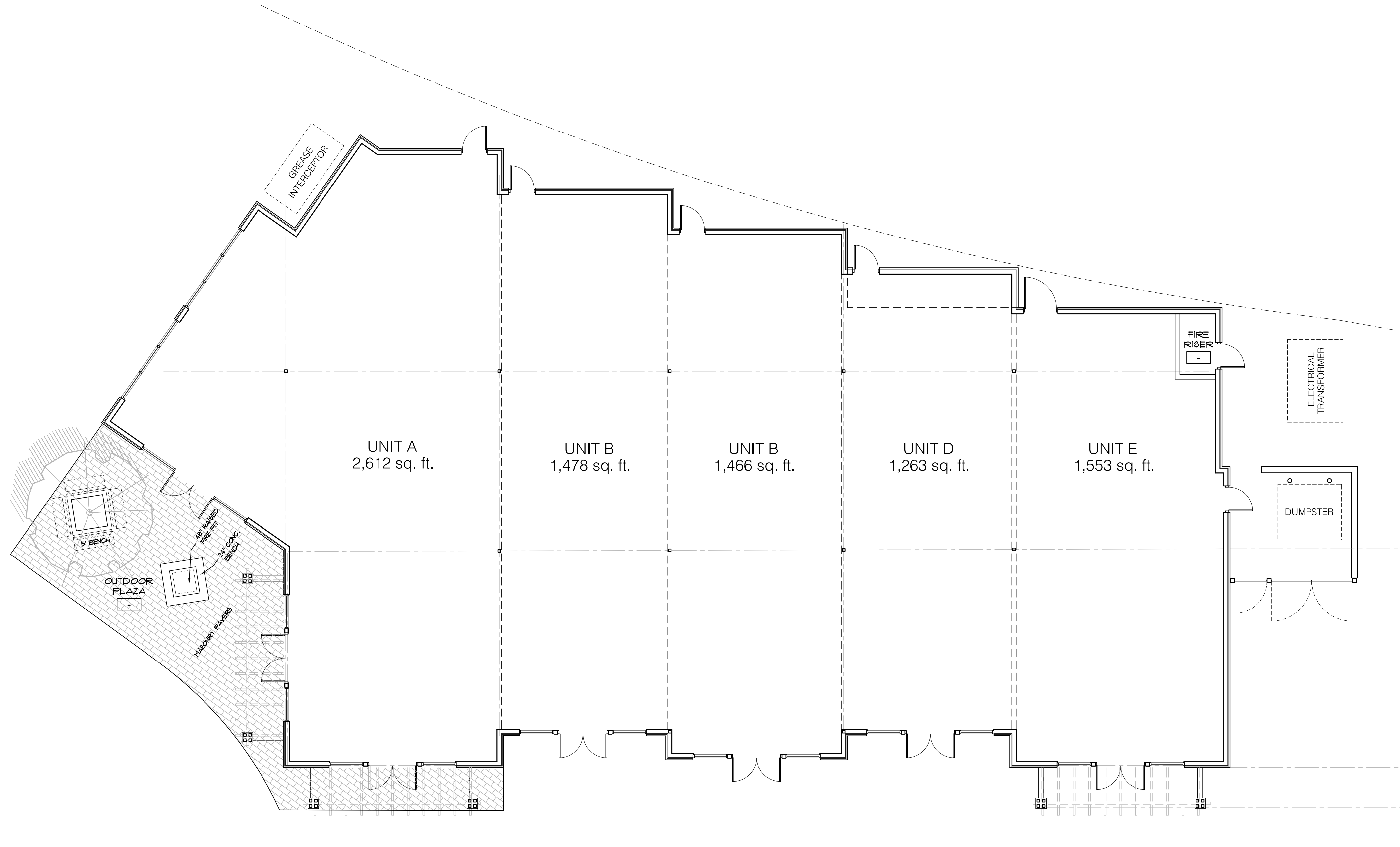
CHRONOLOGY

PROJECT NO
23.003

DWN BY/ CHK BY
CWL

TITLE
EXTERIOR
ELEVATIONS
BUILDING SEVEN

24X36 SHEET #
A201



1
A101

MAIN LEVEL RETAIL FLOOR PLAN - BUILDING SEVEN

SCALE: 1/8" = 1' - 0"

PRINTED DATE
12.18.2025

LAYTON DAVIS
ARCHITECTS

2005 EAST 2700 SOUTH | SUITE 200
SALT LAKE CITY, UTAH 84109
P.801.487.0715 | WWW.LAYTONDAVISARCHITECTS.COM

COPPER VIEW PLAZA BUILDING SEVEN

Herriman Main & Miller Crossing
Herriman, Utah

CHRONOLOGY

PROJECT NO
23.003

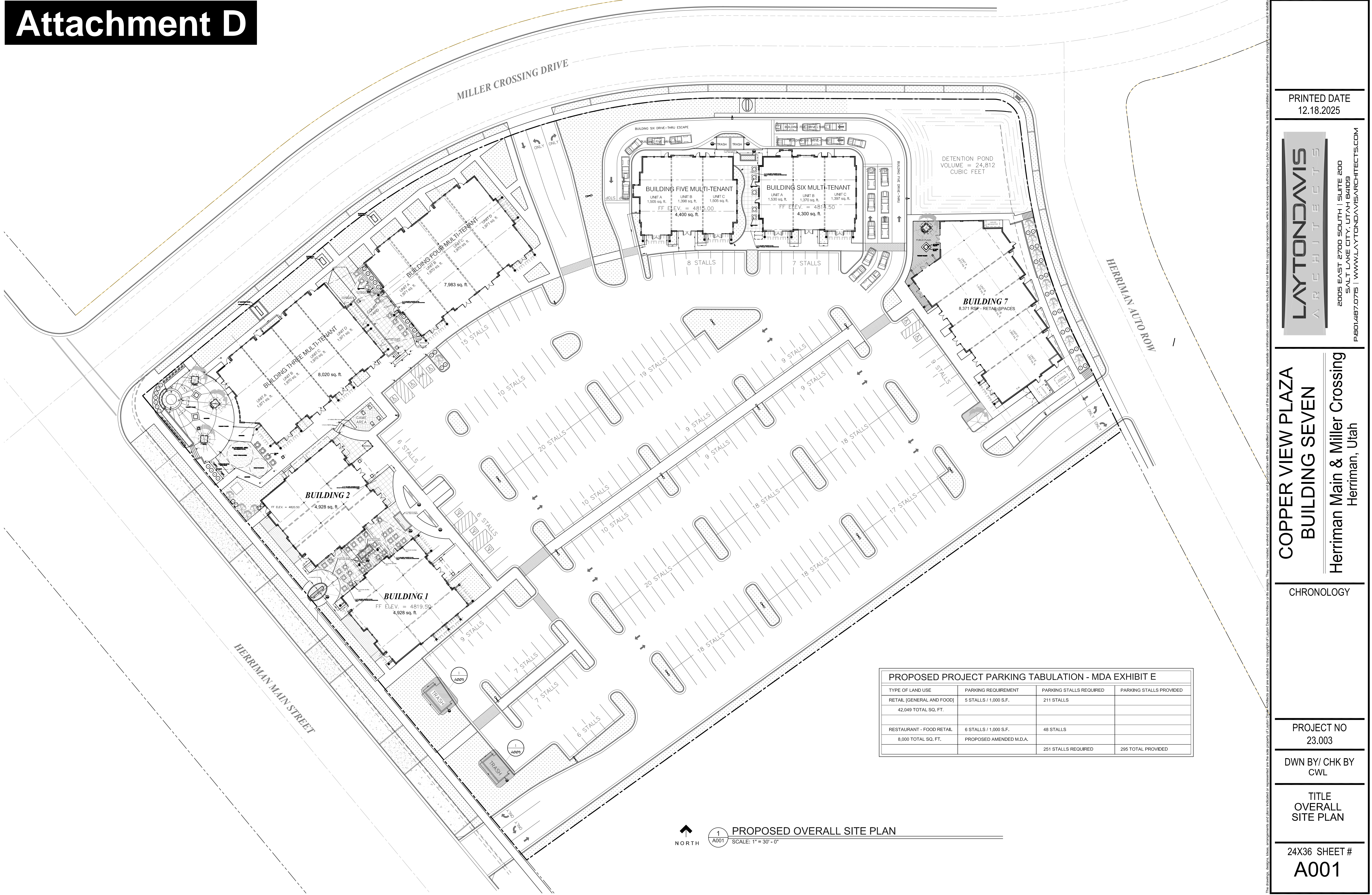
DWN BY/ CHK BY
CWL

TITLE
MAIN LEVEL
BUILDING SEVEN
FLOOR PLAN

24X36 SHEET #

A101

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PROPOSED PROJECT PARKING TABULATION - MDA EXHIBIT E			
TYPE OF LAND USE	PARKING REQUIREMENT	PARKING STALLS REQUIRED	PARKING STALLS PROVIDED
RETAIL (GENERAL AND FOOD)	5 STALLS / 1,000 S.F.	211 STALLS	
42,049 TOTAL SQ. FT.			
RESTAURANT - FOOD RETAIL	6 STALLS / 1,000 S.F.	48 STALLS	
8,000 TOTAL SQ. FT.	PROPOSED AMENDED M.D.A.	251 STALLS REQUIRED	295 TOTAL PROVIDED

NORTH
1
A001
PROPOSED OVERALL SITE PLAN
SCALE: 1" = 30' - 0"

PRINTED DATE
12.18.2025

LAYTONDAVIS
ARCHITECTS
2005 EAST 2700 SOUTH | SUITE 200
SALT LAKE CITY, UT 84109
P.801.487.0715 | WWW.LAYTONDAVISARCHITECTS.COM

COPPER VIEW PLAZA
BUILDING SEVEN
Herriman Main & Miller Crossing
Herriman, Utah

CHRONOLOGY

PROJECT NO
23.003

DWN BY/ CHK BY
CWL

TITLE
OVERALL
SITE PLAN

24X36 SHEET #
A001

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Landscape Architect

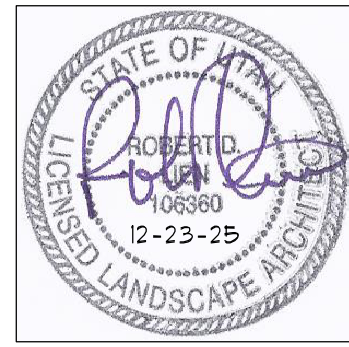
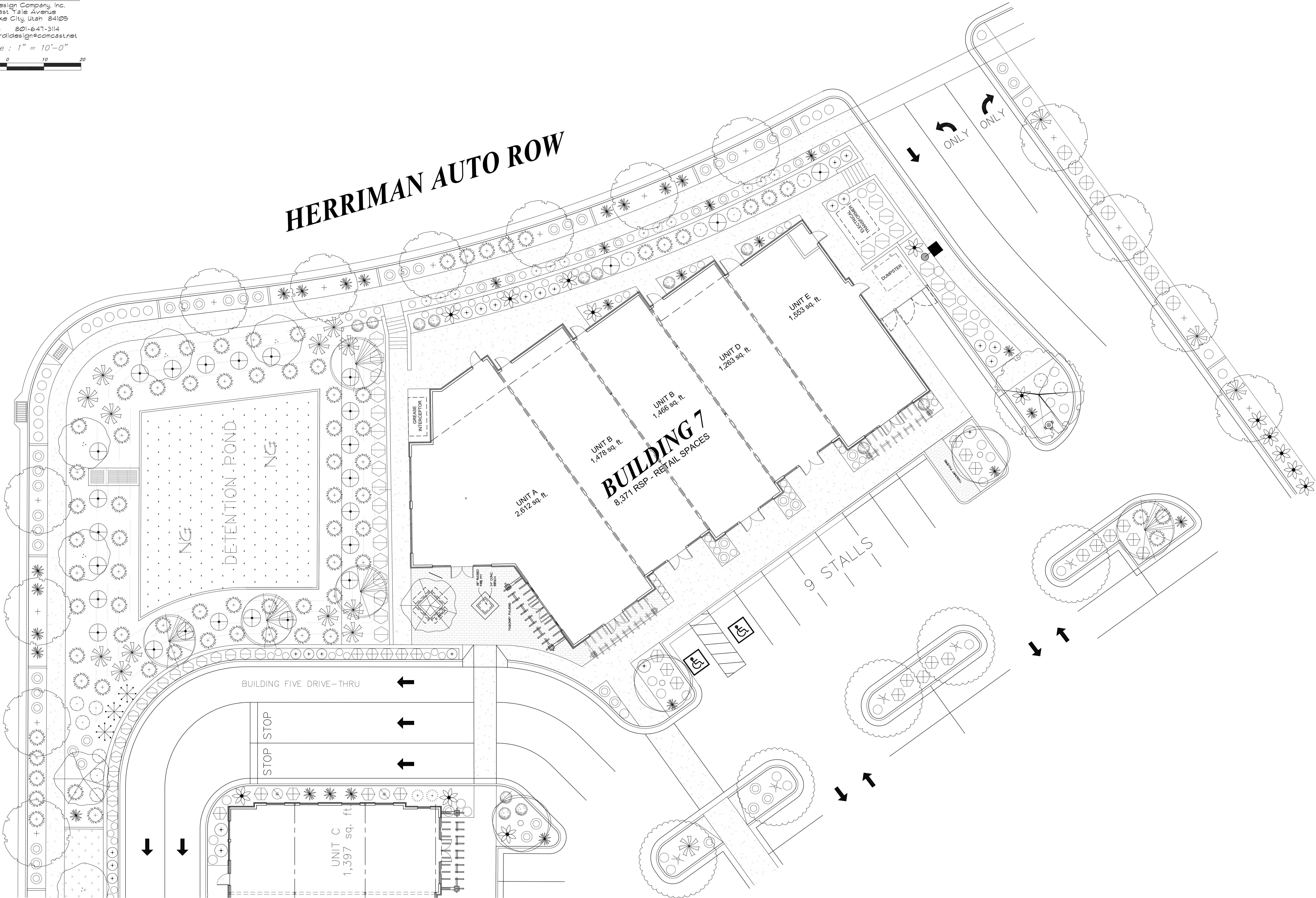
RDL Design Company, Inc.
10210 East Yale Avenue
Salt Lake City, Utah 84125
Phone : 801-647-3114
Email : rdl@designcompany.net

Scale : 1" = 10'-0"



HERRIMAN AUTO ROW

MILLER CROSSING DRIVE



PRINTED DATE
12-23-2025

ARCHITECTS

2005 East 2700 South
Suite 200
Salt Lake City, Utah 84109
p: 801.457.0715 | www.bytondovsarchitects.com

COPPER VIEW PLAZA
Commercial Center
HERRIMAN MAIN & MILLER CROSSING
Herriman, Utah

CHRONOLOGY

PROJECT NO.
21.010

DWN BY/CHK BY
RDL/RDL

TITLE
Landscape
Plan

L101

Attachment E

[This document corrects and supersedes the document recorded with Salt Lake County Recorder Entry No. 14108347]

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR MOUNTAINVIEW PLAZA

This Amended and Restated Development Agreement ("Agreement") is between Herriman City, a Utah municipal corporation ("City"), and Mountainview Plaza, LLC, a Utah corporation ("Applicant"). This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

Recitals

A. Applicant has rights to certain real property identified as Salt Lake County Assessor Parcel Number(s):26-25-402-001-0000 and 26-25-402-002-0000, which is specifically described in attached **Exhibit A** ("Property"). The Property is approximately located at the intersection of Herriman Main Street and Miller Crossing Drive in Herriman, Utah.

B. The Property is subject to the planning and land use ordinances of Herriman City.

C. The parties entered into a prior development agreement dated October 9, 2019 ("Prior Agreement," attached as **Exhibit B**).

D. Due to various factors, Applicant extended its obligations under the Prior Agreement to later dates. *See* 4th Repurchase Option, attached as **Exhibit C**.

E. Applicant recently approached the Herriman City Council ("City Council") and requested to change the use of the Property to include additional uses.

F. Applicant seeks to develop and use the Property in accordance with the concept plan shown in **Exhibit D** ("Concept Plan") and the design guidelines shown in **Exhibit E** ("Design Guidelines") (collectively may be referred to as "Project").

G. The parties understand that the and intend of this Agreement 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. Attached as **Exhibit F** is the City's current applicable ordinances ("Vested City Code").

14133872 B: 11434 P: 5883 Total Pages: 56
07/27/2023 02:32 PM By: adavis Fees: \$40.00
Rashele Hobbs, Recorder Salt Lake County, Utah
Return To: HERRIMAN CITY RECORDER
5355 W HERRIMAN MAIN STREET HERRIMAN, UT 84096

I. The Herriman City Council, acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, and Herriman City Code (“City Code”), 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 Agreement for the purpose of regulating the development the Property pursuant to the terms contained herein and the underlying rezone regulations.

J. This Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. _____, a copy of which is attached as **Exhibit G** and recordation of this Agreement with the Salt Lake County Recorder’s Office within 90 days of the City Council passing said resolution.

The parties agree to revoke the all prior agreements and enter into this Agreement as follows:

Amendment

1. **Incorporation of Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Revocation of Prior Agreements.** All prior agreements entered into by the parties are hereby revoked as of the Effective Date.

3. **Vested Rights and Legislative Authority.**

a. **Vested Rights.** Consistent with the terms and conditions of this Agreement, the City agrees the Applicant has the vested right, as defined by Utah Code § 10-9a-509, to develop and construct the Property during the term of this Agreement in accordance with: (i) the terms of this Agreement, (ii) the Design Guidelines, (iii) the Concept Plan, and (iv) the Vested City Code. In the event of a conflicting terms, the order listed in this section shall be the order of control (i.e. this Agreement controls, then the Design Guidelines, etc.).

b. **Reserved Legislative Powers.** The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that 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 Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement 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 Applicant under this Agreement shall be of general application to all development

activity in the City and, unless the City declares an emergency, the Applicant 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. *Future City Code*. Future changes to City Code ("Future City Code") that the parties agree in writing to the application thereof to the Project.

ii. *State and Federal Compliance*. Future City Code that are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

iii. *Codes*. Future City Code 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 state or federal entities addressing 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 properties, 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*. The City regulations, ordinances, resolutions, or policies adopted after the date of this Agreement that are not in conflict with the terms and conditions for development of the Property established by this Agreement, which are generally applicable throughout the City and which do not materially increase the cost of developing the Project. In the event the City Council or Planning Commission changes any laws,

standards, or other regulations that addresses legitimate concerns related to public health, safety, or welfare shall be enforced upon the Project.

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.

d. **Enforceability; Condition of Approval.** The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, rezones the Property and both parties sign this Agreement. This Agreement must be executed by both parties and recorded in the official records of the Salt Lake County Recorders Office within 90 calendar days of the City Council approving this Agreement.

4. **Applicant Obligations.**

a. *Development Standards.* Developer shall develop the Project in accordance with the attached Concept Plan, Design Guidelines, and Vested City Code.

b. *Uses.* The permitted uses allowed in the Project shall be as follows:

Recreation and Entertainment, Indoor

Office, Professional

Retail, General.

Restaurant, Fast food

Restaurant, General

(Thirty-five percent of the total floor area for the Project (approximately 50,000 sq. ft.) shall be dedicated to Indoor Recreation and Entertainment or General Restaurant uses.)

c. *Height.* The maximum building height shall be forty-five feet (45') for buildings dedicated to Office, Professional. The maximum building height for all other buildings shall be thirty-five feet (35').

d. *Landscaping.* Landscaping must comply with the City's landscaping regulations, including any water wise landscaping. All landscaping must be complete

before the City may issue a Certificate of Occupancy for any of the buildings or units unless the Applicant bonds for any outstanding landscaping obligations.

5. **Minor Changes.** The Community Development Director, after conferring with the City Manager and making a written finding, may approve minor modifications to the Applicant Obligations in Section 4 which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.

6. **Term.** This Agreement 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 Agreement shall not extend further than a period of fifteen (15) years from the Effective Date.

7. **Option to Repurchase.** The Applicant grants the City the exclusive right and privilege (referred to as the "Option") of exercising an option to purchase the Property for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) if the Applicant does not complete all of the following tasks by its associated date:

- a. Receive a land disturbance permit no later than July 15, 2023;
- b. Receive an approved building permit for at least one building by August 30, 2023; and
- c. Pass footing and foundation inspections for the building by October 15, 2023.

8. **Default.**

a. Notice. If the Applicant fails to perform their respective obligations under this Agreement, 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 Agreement that is claimed to be in default; (iii) identify why the default is claimed to be material; and (iv) if the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) calendar days duration.

c. Meet and Confer. If any party gives a notice of default the parties shall meet within twenty-one (21) calendar days of the notice and make good faith effort to resolve the issues specified in the notice.

d. Mediation. If the parties are unable to resolve the notice of default after the Meet and Confer provision of Section (6)(c), the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The parties shall split the fees of the chosen mediator, each party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the dispute and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

e. Emergency Default. The requirements of Sections 6(c)-(d) shall not apply to any default that the City declares in the notice of default to be an emergency related to the fundamental purpose of this Agreement.

9. **General Provisions.**

a. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City: Herriman City
 Attn: City Recorder
 5355 West Herriman Main Drive
 Herriman, Utah 84096

If to Applicant: Mountainview Plaza, LLC
 Attn: Aaron Osmond
 11466 Country Knoll Road
 South Jordan, UT 84095

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 Agreement 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 Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

e. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Applicant 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. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to the City that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

f. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain the entire agreement 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 agreements, regulatory approvals and related conditions.

g. Amendment. This Agreement 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 Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

h. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

i. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement 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 Agreement, 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 Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

l. Binding Effect. The benefits and burdens of this Agreement 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 Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

m. No Third Party Rights. The obligations of Applicant and City set forth in this Agreement 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 Applicant under this Agreement may be assigned in whole or in part with the consent of the City as provided herein.

i. 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. The Applicant may transfer all or any part of the Property to any entity "related" to the Applicant (as defined by regulations of the Internal Revenue Service in Section 165), the Applicant's entry into a joint venture for the development of the Project, or the Applicant'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 Applicant 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.

o. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

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

[SIGNATURE PAGES FOLLOW]

HERRIMAN CITY

Approved as to form:

Signature: _____

By: _____

Its: _____

Date: _____

State of Utah)

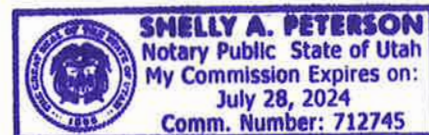
:ss

County of Salt Lake)

On this 26 day of July, 20 23, 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.

Office of the City Attorney

Notary Public



APPLICANT

Signature: *Aaron Osmond*

By: Aaron Osmond

Its: Manager, Mountainview Plaza, LLC

Date: 7-26-23

State of Utah)

County of Salt Lake)^{SS}

On this 26 day of July, 2023, personally appeared before me Aaron Osmond (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 Mountainview Plaza, LLC Utah limited liability company, the Manager of Mountainview Plaza, LLC, a Utah corporation, and that said document was signed by him/her in behalf of said corporation by authority of its Operating Agreement or by Resolution, and said Aaron Osmond (name of document signer) acknowledged to me that said corporation executed the same.

Shelly A. Peterson
Notary Public

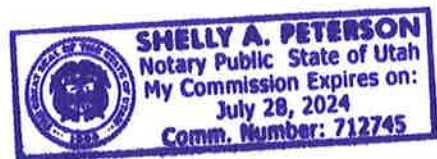
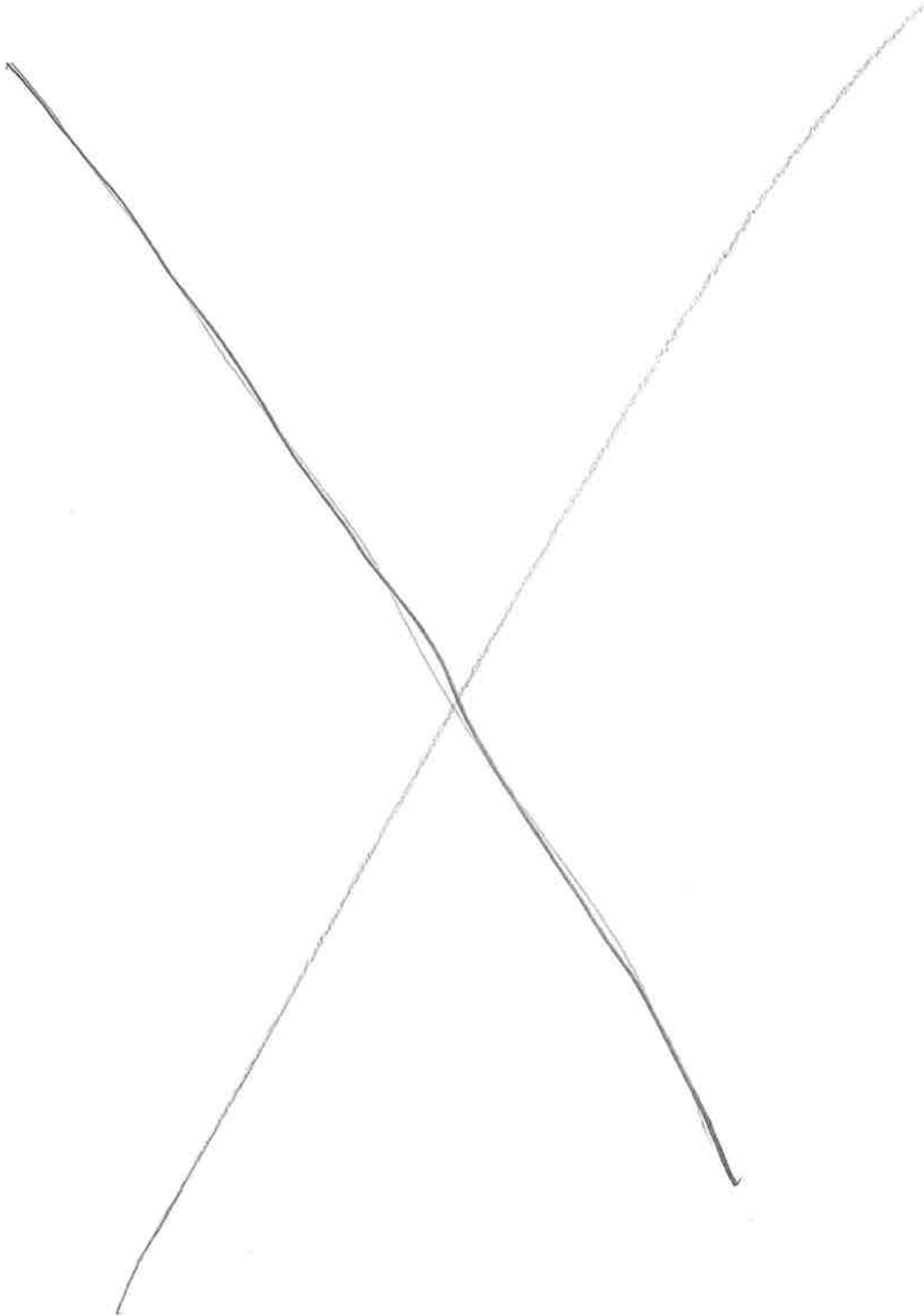


Table of Exhibits

Exhibit A – Property
Exhibit B – Prior Agreement
Exhibit C – 4th Repurchase Option
Exhibit D – Concept Plan
Exhibit E – Design Guidelines
Exhibit F – Vested City Code
Exhibit G – Resolution

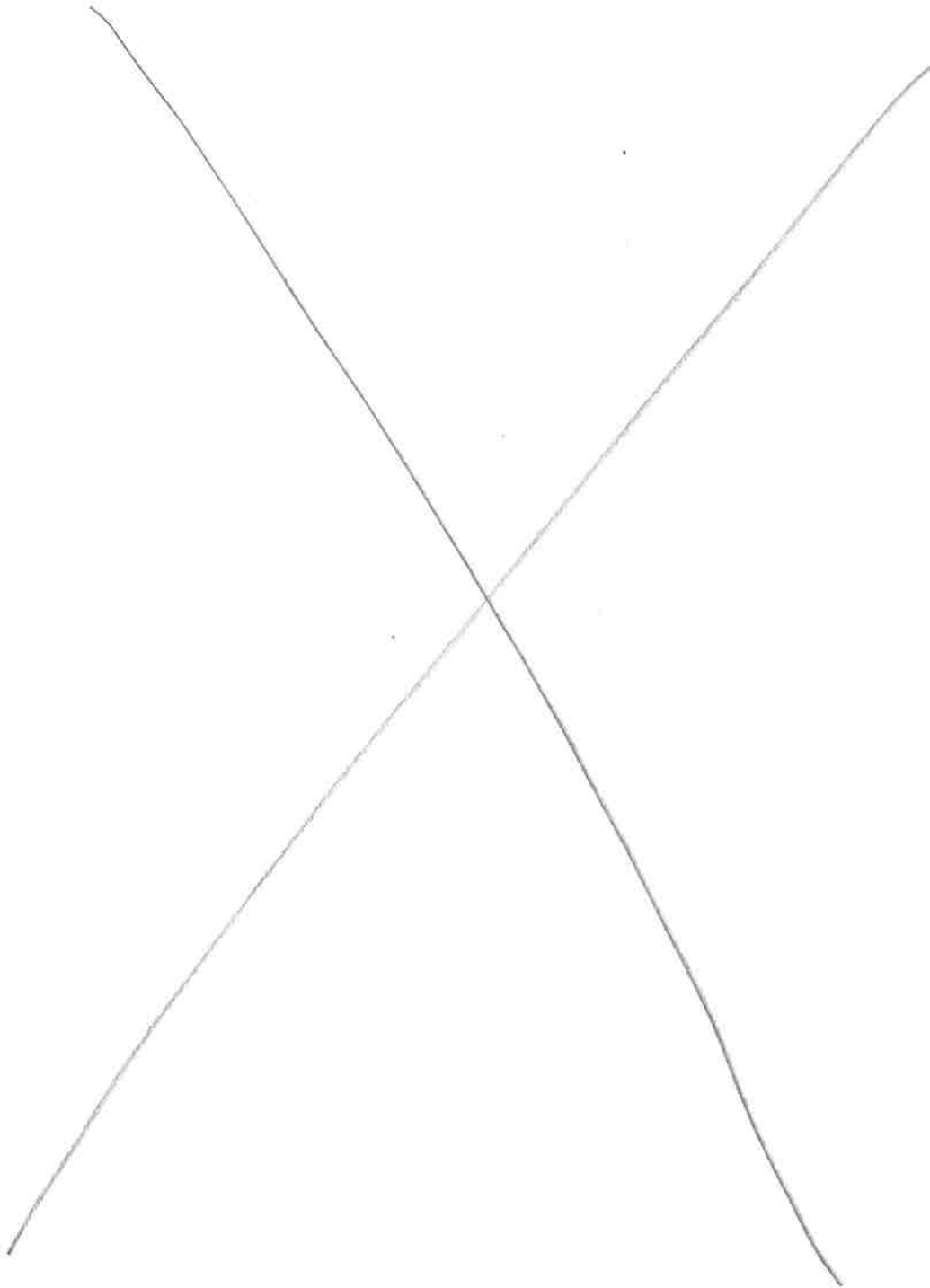
Exhibit A – Property



Legal Description of the Property

Lots 1 and 2, GAME POINTE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded on October 14, 2019, as Entry No. 13098578 in Book 2019P at Page 277.

Exhibit B - Prior Agreement



T3118450
11/7/2019 11:55:00 AM \$40.00
Book - 10857 Pg. 674-696
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 23 P.

WHEN RECORDED RETURN TO:

Herriman City
5355 West Herriman Main Street
Herriman, UT 84096
113018-CAF

TAX ID 26-25-400-067

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is made and entered into as of this 9th day of October, 2019 ("**Effective Date**"), by and between **Game Pointe Properties, LLC**, a Utah limited liability company (the "**Developer**"), and **Herriman City**, a Utah municipality (the "**City**").

RECITALS:

A. Developer is the owner of approximately 6 acres of real property located at or near Herriman Main Street and Miller Crossing Drive, Herriman, Salt Lake County, Utah, that has been platted as the Game Pointe Subdivision and consists of two lots. A copy of the recorded plat ("**Plat**") is attached hereto as exhibit "A" and the legal description of the real property is more particularly described in exhibit "B" (the "**Property**").

B. The Developer proposes to develop and construct a use that is allowed by applicable zoning limitations on Lot 1 of the Plat and a family entertainment center on Lot 2 of the Plat ("**Project**").

C. The Property has been zoned Community Commercial (C-2) with various zoning conditions.

D. Developer hereby represents to the City that it is voluntarily entering into this Agreement.

E. The City and Developer desire to enter into this Agreement to further memorialize the development rights, terms, requirements and conditions for the development of the Project, as more fully described herein.

F. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

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, Developer and the City hereby agree to as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached and specifically described in exhibit "B." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.
2. **Specific Design Conditions.** The Project shall be developed and constructed substantially as set forth in the site plan ("**Site Plan**") and the specific design conditions/criteria (the "**Design Criteria**") set forth in exhibits "C" and "D."
3. **Vested Rights.** This Agreement shall vest the Developer with the right to develop the Project in accordance with the ordinances, policies, and standards in effect as of the date of this Agreement. Provided, however, Developer shall not be vested to develop the Project in accordance with the ordinances, policies, and standards in effect as of the date of this Agreement in the event Developer does not obtain a building permit issued by the City in its government capacity ("**Building Permit**") to construct a family entertainment center on Lot 2 within two (2) years from the date hereof and/or in the event Developer does not obtain a certificate of occupancy for family entertainment center on Lot 2 within two (2) years from the date of that the Building Permit was issued. The issuance of the Building Permit and the certificate of occupancy shall not be unreasonably withheld. Construction of Miller Crossing Drive will not be a condition for issuance of the certificate of occupancy.
4. **Main Street.** On or before December 31, 2019, the City shall construct Main Street extending from its terminus at Herriman Boulevard to the future location of Miller Crossing Drive as shown on Plat.
5. **Miller Crossing Drive.** On or before March 15, 2020 Developer shall pay to the City the amount of \$100,000 for Miller Crossing Drive property acquisition costs. Neither the City nor Developer shall have any obligation to construct Miller Crossing Drive, provided, however, the Developer may in its sole and absolute discretion choose to construct Miller Crossing Drive subject to the terms, conditions, and repayment obligations acceptable to the parties. Developer shall be reimbursed for the Miller Crossing property acquisition costs pursuant to the terms and conditions of the reimbursement agreement attached as exhibit "E" and that certain Participation Agreement between the Developer and the Community Development and Renewal Agency of Herriman City.
6. **Street Amenities.** Developer shall install or cause to be installed street amenities along and adjacent to Auto Mall Drive, Miller Crossing Drive, and Main Street. For purposes of

this paragraph the term street amenities means sidewalks (specifically excluding curb and gutter) landscape and irrigation in the park strips, street lights, landscape and irrigation in the approximately 15 foot strip behind the sidewalk adjacent to Main Street, and landscape and irrigation to any open space corridors within the Auto Mall Drive, Miller Crossing Drive, and Main Street right of ways consistent with the Site Plan and Design Criteria. After expiration of the warranty period the City shall maintain, or cause to be maintained, the street amenities.

7. **Estimate of Applicable Impact Fees.** For non-binding illustration purposes only impact fees imposed by the City for a Forty Thousand square foot entertainment facility are currently estimated to be: (i) Storm Water - \$18,000; (ii) Culinary Water - \$30,000 - \$40,000 and (iii) Roads - \$25,000. These amounts may not include all applicable impact fees and may substantially changes when imposed.

8. **Development of Lot 1 and 2.** Developer may only develop and construct a uses that are allowed by applicable zoning on Lot 1 of the Plat and a family entertainment center on Lot 2 of the Plat. For purposes of this paragraph, family entertainment center means at least a 40,000 square foot indoor amusement facility that offers a broad selection of attractions, including, but not limited to, miniature golf, outdoor ropes course, bowling, laser tag, escape rooms, virtual sports bays, redemption arcade games, food establishment that stores, prepares, packages, serves, or otherwise provides food for human consumption where consumption is on or off the premises all of which is marketed towards families with small children to teenagers substantially as depicted in exhibit "D."

9. **Reserved Legislative Powers.** Notwithstanding any other provision of this Agreement to the contrary, the Developer acknowledges that the City is restricted in its authority to limit its police powers by contract and 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 Developer as follows:

- (a) Changes that City and Developer agrees in writing to the application thereof to the Project.
- (b) Changes in City's laws and ordinances which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.
- (c) Changes in City's laws and ordinances that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of 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
- (d) Taxes or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
 - (e) 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).
 - (f) Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2016).

Nothing contained in the foregoing subparagraphs (a)-(f) shall alter or limit any future approvals, permits or other action(s) by the City concerning the Project (e.g. issuance of conditional use permit or building permit) that would give rise to separate vested rights under applicable law.

10. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

11. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party, which consent shall not be unreasonably withheld or delayed. Any successors and assigns shall be deemed to be the Developer for all purposes under this Agreement with respect to that portion of the Property transferred, and the transferring Developer shall not be released from any further obligations with respect to this Agreement as to the parcel so transferred. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

12. **No Joint Venture, Partnership or Third-Party Rights.** This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties, except as expressly provided herein.

13. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

14. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer: Game Pointe Properties, LLC
290 N FLINT ST STE A
Kaysville, UT 84037

To City: Herriman
City Manager
5355 West Herriman Main Street
Herriman, UT 84096

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

15. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

16. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

17. **Term of Agreement.** The term of this Agreement shall be for a period of two (2) years or until fulfillment of the obligations of the parties unless earlier terminated or modified by a written amendment agreed to and approved by the parties. If this Agreement is not recorded Office of the Salt Lake County Recorder within thirty (30) days of the Effective Date, the City may terminate this Agreement and Developer irrevocable consents that the Property be rezoned to AMSD Auto Mall Special District .

18. **Default.** Any failure by either party to perform any term or provision of this Agreement default in that certain repurchase option between the parties dated October 9, 2019, which failure continues uncured for a period of fifteen (15) calendar days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot

reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Subject to paragraph 17 upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to pursue a remedy.

19. **Limitation on Recovery for Default – No Damages.** Anything in this Agreement notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto except that the City may unilaterally withhold all further reviews, inspections, approvals, licenses, building permits, certificate of occupancy and/or other permits for development of the Project in the case of a default by Developer. The sole and exclusive remedy available to Developer or assignees or successors shall be that of specific performance.

20. **Termination.** If City elects to consider terminating this Agreement due to a default of Developer, then City shall give Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines using its legislative discretion that a default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to Developer by certified mail. Notwithstanding the specific performance limitation described above the City may thereafter pursue any and all remedies at law or equity.

21. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

22. **Exhibits and Recitals.** The Recitals at the beginning of this Agreement and exhibits attached hereto are hereby incorporated herein by this reference.

23. **No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise such right at some future time said right or any other right it may have hereunder.

24. **Execution of Agreement.** This Agreement may be executed in multiple counterparts or originals.

25. **Titles and Captions.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

26. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

27. **Further Acts.** In addition to the acts recited in this Agreement to be performed by the parties hereto, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and to carry out the terms and provisions, spirit and intent of this Agreement.

[Signatures on the following pages]

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 written above.


Game Pointe Properties, LLC

By: 
Its: Manager

Herriman City


Brett Geo Wood, City Manager

Attest:


Jackie Nostrom, MMC City Recorder



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

The foregoing instrument was acknowledged before me this 15 day of October, 2019 by Brett Geo Wood, the City Manager of Herriman, State of Utah.

Heather Upshaw
Notary Public

[Notarial Seal]



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

The foregoing instrument was acknowledged before me this 6th day of November, 2019 by Shawn Kilpack, the Manager of Game Pointe Properties, LLC.

Michael Paul Chabries
Notary Public

[Notarial Seal]

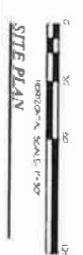
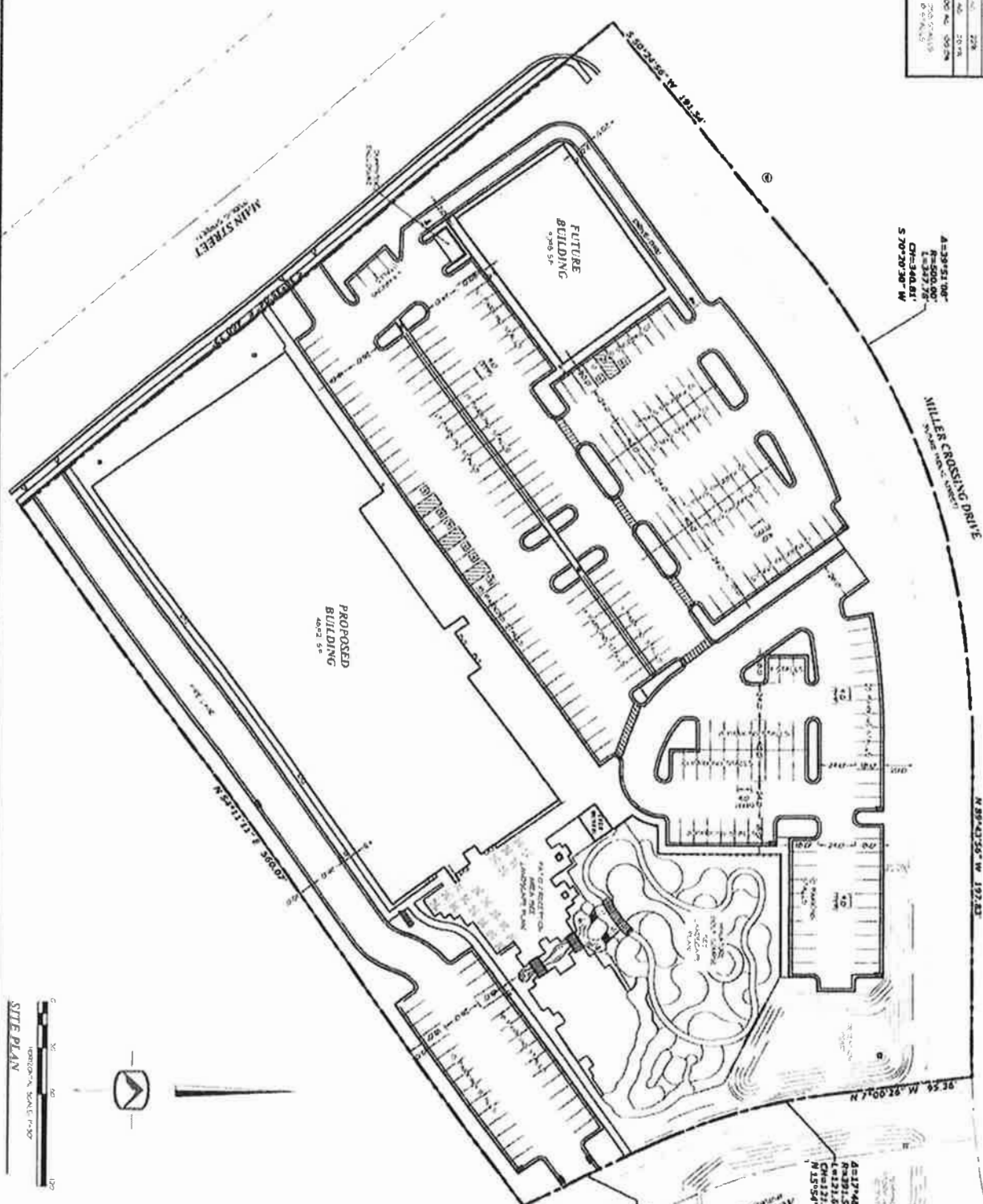


EXHIBIT B

Legal Description of the Property

Lots 1 and 2, GAME POINTE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded on October 14, 2019 as Entry No. 13098578 in Book 2019P at Page 277.

SITE AREA TABULATION			
ADDITIONAL AREA	12,000 SQ. FT.	2.16 AC.	20%
OTHER ADJUSTMENTS	20,000 SQ. FT.	0.37 AC.	20%
TOTAL ADJUSTED AREA	32,000 SQ. FT.	0.53 AC.	20%
ADDITIONAL AREA	20,000 SQ. FT.	0.37 AC.	20%
TOTAL ADJUSTED AREA	52,000 SQ. FT.	0.89 AC.	20%
ADDITIONAL AREA	20,000 SQ. FT.	0.37 AC.	20%
TOTAL ADJUSTED AREA	72,000 SQ. FT.	1.26 AC.	20%



SITE PLAN

C200

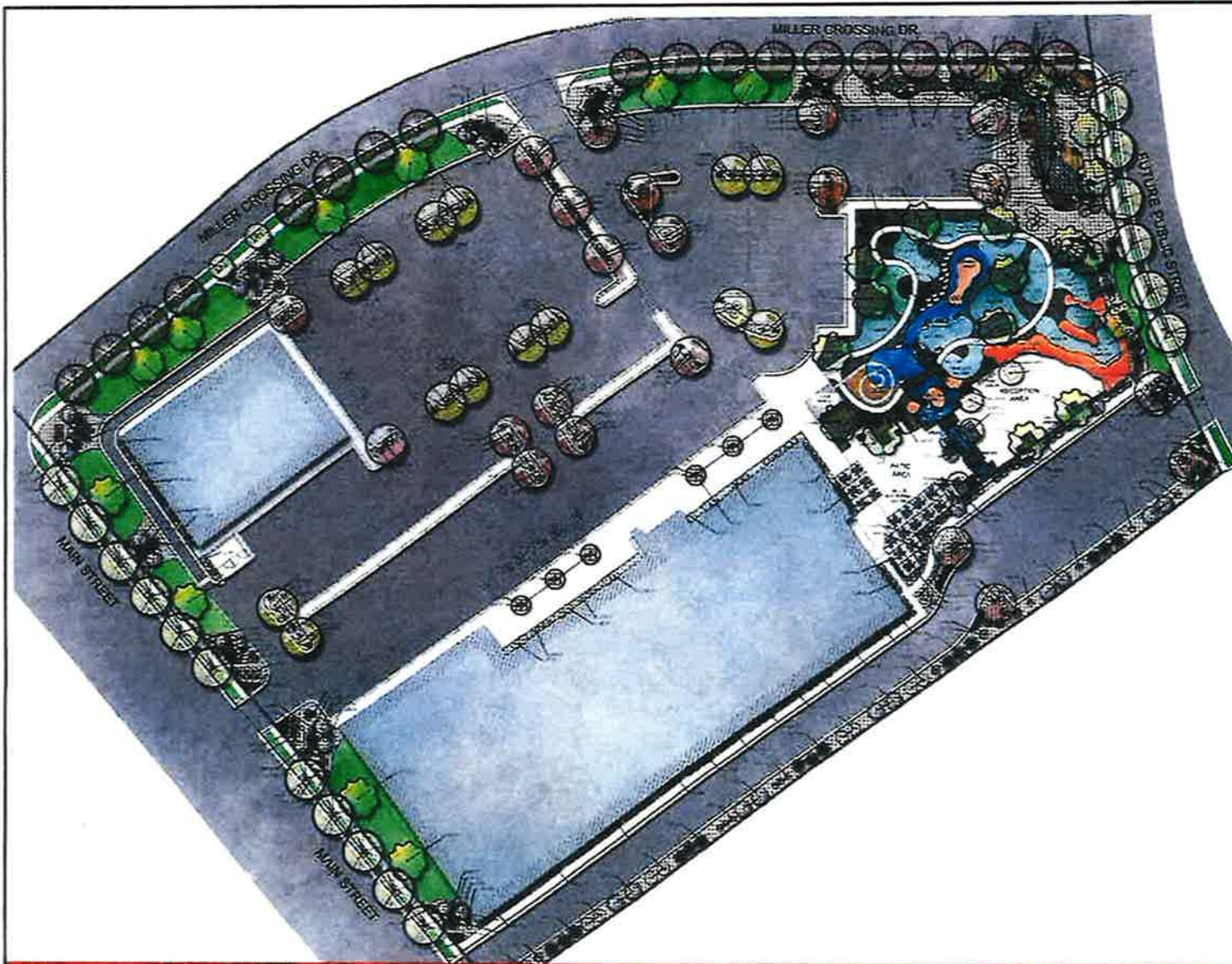
DATE: 09/25/2018
PROJECT: 18-012
DESIGNER: [Signature]
REVISIONS:

GAME POINTE
MILLER CROSSING DR. & HERRIMAN MAIN ST.
HERRIMAN, UTAH

SILVERPEAK ENGINEERING

STRUCTURAL CIVIL SURVEY

177 E ANTELOPE DR. STE. B
LAYTON, UT 84015
PHONE: (801) 499-5054



LARGE DECIDUOUS TREE LEGEND TOTAL COUNT				
CODE	COMMON NAME	SCIENTIFIC NAME	TOTAL COUNT	REMARKS
JG	REDWOOD	SEQUOIA REDWOOD	10	2 CA 1
LC	LAUREL	LAVANULA	10	2 CA 1
PVC	PRUNELLA	PRUNELLA	10	2 CA 1
LSB	LEUCOSPORA	LEUCOSPORA	10	2 CA 1
PBA	PRUNELLA	PRUNELLA	10	2 CA 1
AFJ	AFRICANA	AFRICANA	10	2 CA 1
WCE	WILLOW	WILLOW	10	2 CA 1
WSP	WILLOW	WILLOW	10	2 CA 1
SHRUB LEGEND TOTAL COUNT				
CODE	COMMON NAME	SCIENTIFIC NAME	TOTAL COUNT	REMARKS
RAC	ROSE	ROSE	10	2 CA 1
WSP	WILLOW	WILLOW	10	2 CA 1
YFC	YUCCA	YUCCA	10	2 CA 1
CAB	CORNUS	CORNUS	10	2 CA 1
POB	POPPLE	POPPLE	10	2 CA 1
ATB	ATLANTIC	ATLANTIC	10	2 CA 1
PAL	PALM	PALM	10	2 CA 1
BHP	BURRO	BURRO	10	2 CA 1
LSK	LEUCOSPORA	LEUCOSPORA	10	2 CA 1
BWP	BURRO	BURRO	10	2 CA 1
DECIDUOUS LEGEND				
CODE	COMMON NAME	SCIENTIFIC NAME	TOTAL COUNT	REMARKS
RFS	ROSE	ROSE	10	2 CA 1
PKH	PRUNELLA	PRUNELLA	10	2 CA 1
CVM	CORNUS	CORNUS	10	2 CA 1
HSD	HEDERA	HEDERA	10	2 CA 1
WES	WILLOW	WILLOW	10	2 CA 1
SITE MATERIALS				
SYMBOL	DESCRIPTION			
[Symbol]	1" DIA. 10' LONG			
[Symbol]	2" DIA. 10' LONG			
[Symbol]	3" DIA. 10' LONG			
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[Symbol]	99" DIA. 10' LONG			
[Symbol]	100" DIA. 10' LONG			

09-17-2019

UT19063

BLUE STAR OF UTAH

GAME POINTE

MILLER CROSSING DR.

HERRIMAN, UTAH

AARON DUBOIS

ADUBOIS@GAMEPOINTE.COM

SILVERPEAK ENGINEERING

177 E ANITA DR. STE. B

1 DAYTON, UT 84041

801-499-5054

PKJ DESIGN GROUP

PKJ DESIGN GROUP LLC

3450 N TRIUMPH BLVD. SUITE 102

LEHI, UTAH 84043

(801) 950-2858

www.pkjdesigngroup.com

LANDSCAPE PLAN

PRESUMINARY PLANS NOT FOR CONSTRUCTION

LP-COLOR

BUILDING DESIGN STANDARDS; GAME POINTE HERRIMAN, UTAH:

This section provides design standards applicable to the Game Pointe Facility.

1. Building Massing, Form and Pedestrian Scale: Buildings, and/or building elements shall relate to each other in their massing and forms. Any facade(s) visible from a public right of way, shall incorporate architectural features and treatments to diminish the building mass, and/or make the building interesting to the observer. Architectural design shall incorporate the combination of the following techniques. All facades visible from a public right of way, shall meet the following standards:

2. Horizontal Articulation: Each facade, shall incorporate architectural features such as wall plane projections, recesses, or other building material treatments, concrete joint patterns, colors and textures that visually interrupt the wall plane.

3. Exterior Materials: The outside surface of the structure shall be constructed of high-quality materials and shall be factory finished, stained, integrally colored, or otherwise suitably treated.

- a. Approved exterior materials include the following: masonry (including CMU, brick & stone), concrete, architectural metal siding, translucent wall panels, stucco, wood, glass, and painted structural steel.**

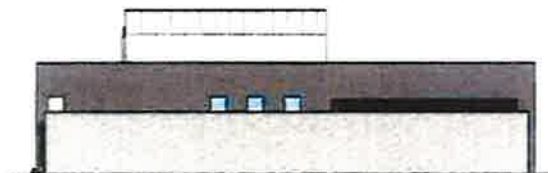
3. Building Entrance: The entrance and areas near the building entrance shall be designed to draw patrons in through the use of interesting and inviting architectural elements.

Exhibit D in the development agreement shows an example drawing of an acceptable arrangement of building materials, articulation and massing as describe above.



FRONT ELEVATION

SIDE ELEVATION (RESTAURANT)



SIDE ELEVATION (MURAL)



REAR ELEVATION



CONCEPTUAL DESIGN IS SUBJECT TO CHANGE

DATE: 09/04/2019
PROJECT: 19-129
DRAWN BY: CS

177 E ANTELOPE DR #B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065

SILVERPEAK
ENGINEERING

GAME POINTE
HERRIMAN, UTAH

ARCH NO: 019

AI

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made this 9th day of October, 2019, by and between Herriman, a Utah municipality ("City"), and Game Pointe Properties, LLC, a Utah Limited Liability Company ("Developer") (collectively, the "Parties").

RECITALS:

A. Developer developed and/or plans to develop a food establishment and an entertainment facility that is located at Lot 1 and Lot 2 of the Game Pointe Subdivision.

B. As part of such development, Developer paid a right of way purchase fee in the amount of \$100,000 ("Miller Crossing Fee") for acquisition of real property with respect to Miller Crossing Drive.

C. Miller Crossing Drive is system improvement and as such the Developer is entitled to reimbursement of the Miller Crossing Fee.

D. City intends to reimburse Developer for the Miller Crossing Fee.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Impact Fee.** The Developer hereby acknowledges that it voluntarily paid the Miller Crossing Fee.

Section 2. **Indemnification and Warranty.** To the fullest extent allowed by law, Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to Developer's acts or omissions in connection with the Miller Crossing Fee. If any claim is made against the City to which the City's claims right of indemnification from Developer, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement.

Section 3. **Reimbursement.** Miller Crossing Drive is a system improvement as that term is defined by the City and Utah Code Ann. § 11-36-101, *et seq.* and as such the Miller

Crossing Fee is subject to reimbursement. As full and complete reimbursement of the Miller Crossing Fee from the transportation impact fee fund, the City will pay to the Developer one hundred percent (100%) of the transportation impact fees generated and collected from within the area of Lot 1 and Lot 2 of the Game Pointe Subdivision. All amounts so collected shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees were received by the City.

Section 4. **Offset Rights.** Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may set off against any payments otherwise due and owing to Developer under Section 3 of this Agreement any amount that City may be entitled pursuant to indemnification under Section 2 of this Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of City's indemnifications pursuant to Section 2 of this Agreement.

Section 5. **Impact Fees.** The Developer acknowledges and agrees that development of the Miller Crossing Drive was subject to certain impact fees imposed by the City. Developer acknowledges and agrees and as an essential element of consideration for this Agreement, that the impact fees imposed on the Developer by The City meet all requirements of law, is valid and binding, and does not violate any constitutional provisions.

Section 6. **Miscellaneous Provisions.**

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the "drafter" of this Agreement.

(i) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Applicant may not assign its rights, or delegate its duties, hereunder without City's prior written consent. City may freely assign its rights and delegate its duties under this Agreement, whereupon the assignee shall succeed to, and City shall be correspondingly released from, all of City's rights, duties, and liabilities hereunder.

(m) Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

HERRIMAN

By _____
Brett geo Wood, City Manager

ATTEST:

Jackie Nostrom, City Recorder

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Brett geo. Wood and Jackie Nostrom**, as the City Manager and City Recorder, respectively, of **HERRIMAN**, a Utah municipality.

Notary Public

Residing at: _____

DEVELOPER

By _____

Its: _____ **Manager**

Dated: _____

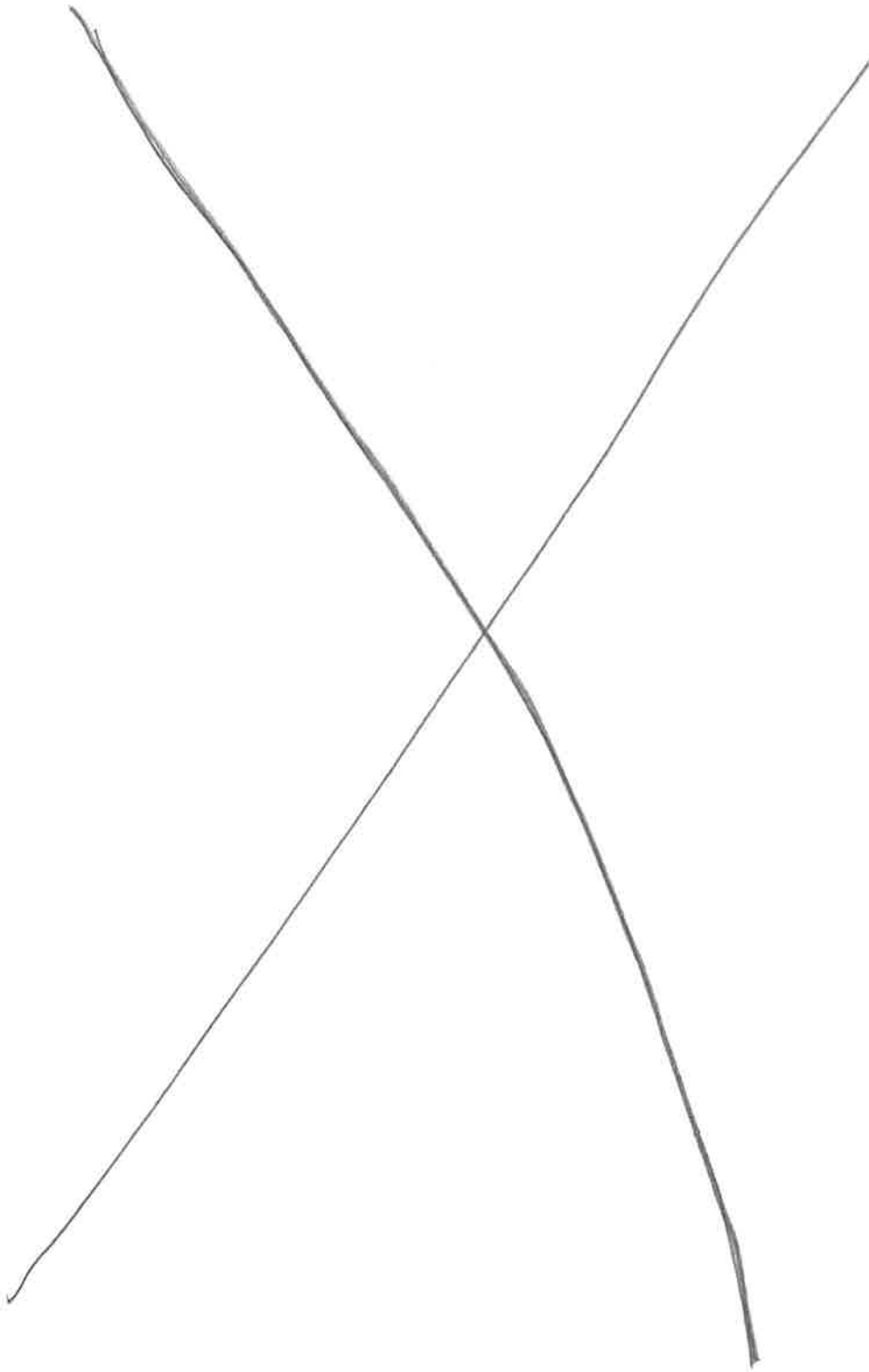
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as the _____ of the _____.

Notary Public

Residing at: _____

Exhibit C – 4th Repurchase Option



WHEN RECORDED RETURN TO:

Herriman City Recorder
5355 West Herriman Main Street
Herriman, UT 84096

14055334 B: 11392 P: 2593 Total Pages: 15
12/21/2022 11:21 AM By: csummers Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HERRIMAN
5355 W HERRIMAN MAIN ST HERRIMAN, UT 84096

Affecting Parcels: 26-25-402-0010000
26-25-402-0020000

FOURTH REPURCHASE OPTION AGREEMENT

This Fourth Repurchase Option Agreement (the "Fourth Agreement") is made effective as of the 14th day of December, 2022 (the "Effective Date"), by and between Herriman City, a Utah municipal corporation (the "City"), and Game Pointe Properties, LLC, a Utah limited liability company ("Game Pointe"). City and Game Pointe may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. On or about October 9, 2019, Game Pointe purchased approximately six acres of unimproved real property (the "Six Acres") from the City.

B. On or about October 9, 2019, the Parties executed a Repurchase Option (the "Original Agreement") wherein Game Pointe granted an exclusive option to the City to repurchase the Six Acres "if Game Pointe fail[ed] to obtain a building permit to develop/construct a family entertainment center (or a similar entertainment/restaurant facility) as approved by the City in its governmental capacity on Lot 2 within two (2) years from the date Game Pointe purchased the Six Acres." A copy of the Original Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

C. The Original Agreement expired on October 16, 2021. However, the City exercised its repurchase option under the Original Agreement by sending a certified letter to Game Pointe on October 15, 2021.

D. The City, having exercised its repurchase option under the Original Agreement, entered into a Second Repurchase Option (the "Second Agreement") in order to allow Game Pointe to continue pursuing development of the Six Acres in a manner acceptable to City. As part of the Second Agreement, the City maintained an option to repurchase the Six Acres. That repurchase option under the Second Agreement was to expire on July 11, 2022.

E. The City, having exercised its repurchase option under the Second Agreement, entered into a Third Repurchase Option (the "Third Agreement") in order to allow Game Pointe to continue pursuing development of the Six Acres in a manner acceptable to City. As part of the Third Agreement, the City maintained an option to repurchase the Six Acres. That repurchase option under the Third Agreement was to expire on December 31, 2022.

F. On October 12 and November 9 of 2022, Game Pointe presented several alternative commercial-use concepts to the City Council for consideration in the development of the six acres. In good

faith, Game Pointe has proactively incorporated direct feedback from the City Council into these commercial-use concepts. Game Pointe has verbally committed to pursuing the immediate development of these commercial-use concepts if approved by the City Council. These alternative commercial-use concepts would require adjustments to the MDA currently governing the development of the six acres. As such, Game Pointe is asking for an extension of the repurchase agreement to allow time for the negotiation of a new MDA to govern development of the six acres and to begin the formal entitlement process

G. The City is willing to enter into an additional repurchase agreement with Game Pointe to set forth the terms and conditions of Game Pointe's rights and obligations with respect to the Six Acres while also preserving for the City a right to repurchase the Six Acres.

H. The Parties have also entered in a Development Agreement (the "MDA") on or about October 9, 2019 governing the development and improvement of the Six Acres. The MDA has been recorded against the Six Acres and a copy thereof is available in the offices of the Salt Lake County Recorder. The term of the MDA was for "a period of two (2) years or until fulfillment of the obligations of the parties unless earlier terminated or modified by a written amendment agreed to and approved by the parties."

I. The Parties acknowledge that the MDA is still in full force and effect and that the MDA governs the development of the Six Acres according to the terms and conditions set forth therein.

J. The City acknowledges that entering into this Fourth Agreement is in the best interest of the City and its residents with regard to the development of the Six Acres.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals and Exhibits**. The foregoing Recitals to this Fourth Agreement, as well as the Exhibits attached hereto, are incorporated into and shall constitute a part of this Fourth Agreement.

2. **Option to Purchase**. Game Pointe hereby grants to City, and City hereby accepts, the exclusive right and privilege (referred to as the "Option") of exercising an option to purchase the Six Acres on or before June 30, 2023, at 11:59:59 pm (the "Option Deadline"). The Option may be exercised by the City at any time starting on the Effective Date and ending upon the Option Deadline (with such period of time referred to as the "Option Period"). The City may, at its sole discretion, exercise the Option to purchase the Six Acres for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) prior to January 31, 2023. After January 31, 2023, the City may exercise its option if the following conditions are not met:

- a. By February 28, 2023 – the parties must have adopted an amended MDA (the "Option Price").
- b. April 30, 2023 – Game Pointe must have obtained a building permit for an acceptable facility per the MDA.
- c. June 15, 2023 – Game Pointe must receive a land disturbance permit and begun site work.

3. Both parties agree to good faith effort in negotiations and shall not unreasonably withhold support to secure and finalize a mutually beneficial update to the terms of the Market Development Agreement governing the development of the six acres.

4. **Exercise of Option.** The Option shall be exercised by the City, if at all, on or before the Option Deadline by City providing Game Point with written notice, as set forth in Section 8, of its intent to exercise the Option hereunder.

5. **Expiration of Option.** If the Option is not exercised on or before the Option Deadline, the Option shall expire of its own force and effect. The Option shall also expire if Game Pointe obtains a building permit from the City to construct a facility permitted by the MDA, or any amendments thereto and received an inspection for footings and foundations.

6. **Closing.** If the City exercises the Option as permitted herein, then the Closing shall occur on a date scheduled by City on or before 60 days after the City provides notice of its intent to exercise the Option. Closing shall occur when the City delivers to Cottonwood Title Company the Option Price. The Closing will be held in the office of Cottonwood Title Company unless otherwise agreed in writing by the Parties. The title to the Six Acres shall be in the same marketable title and condition it was on at the time of City's sale of the Six Acres to Game Pointe. The Purchase Price will be paid by the City at the Closing in immediately available funds.

7. **Marketing of Six Acres.** Subject to Section 10 regarding assignment as well as any other applicable provisions of this Third Agreement, Game Pointe may market the Six Acres to a third-party. However, Game Pointe acknowledges and hereby agrees that any assignment or sale of the Six Acres during the Option Period is subject to the written approval of the City Council, which shall have absolute discretion.

8. **Complete Agreement.** This Fourth Agreement constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Fourth Agreement may not be modified or amended except in writing mutually agreed to and accepted by all Parties hereto.

9. **Notice.** Any notices, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered prepaid by hand, or (ii) sent prepaid by a reputable, national overnight delivery service (e.g., Federal Express, Airborne), or (iii) sent by email and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given on the date of hand delivery (if delivered by hand), or on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), and on the date that an email is sent. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

City: Herriman City
Attn: City Manager
5355 West Herriman Main Street
Herriman, Utah 84096
ncherpeski@herriman.org

With a Copy to: Herriman City
Attn: City Attorney
5355 West Herriman Main Street
Herriman, Utah 84096
tsheeran@herriman.org

Owner: Game Pointe Properties, LLC
Attn: Aaron Osmond
11466 Country Knoll Road
South Jordan, UT 84095
aosmond@gamepointe.com

10. **No Third-Party Beneficiaries.** This Fourth Agreement is solely among and solely for the benefit of the Parties. There are no third-party beneficiaries of this Agreement.

11. **Assignment.** Game Pointe shall not, without the City's written consent – which may be withheld for any reason – assign its obligation or duties or otherwise transfer its right under this Fourth Agreement. City may, however, without restriction, assign its rights under this Fourth Agreement. Any such assignment by any party shall not act as a release of the assigning Party who shall remain obligated under this Fourth Agreement.

12. **Binding Effect.** The provisions of this Fourth Agreement shall be binding upon the successors, assigns, heirs, and personal representatives of the Parties.

13. **Recordation.** This Fourth Agreement shall be recorded and shall run with the land during the Option Period. If the Option is not exercised or if the Closing otherwise fails to occur as provided herein, the City shall, upon request of Game Pointe, execute and record a suitable, unconditional release of the Option in a form acceptable to the Parties.

14. **Superiority of Option.** Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Six Acres shall be subordinate to this Fourth Agreement and the Option set forth herein and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Fourth Agreement.

15. **Obligation to Maintain Property; Compliance with Laws.** Game Pointe shall at all times keep the Six Acres free from weeds in excess of six inches in height, in good order, condition and repair. Game Pointe shall not permit or suffer any waste of the Six Acres and shall not alter the Six Acres except for normal clearing, grading, or construction activities. Game Pointe shall cause the Six Acres, and all activities thereon, to comply at all times with all applicable laws.

16. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Fourth Agreement shall not preclude the exercise of any other provisions hereof.

17. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Fourth Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Fourth Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Fourth Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

18. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah. In the event of conflicts and/or inconsistencies within or among this Fourth Agreement and applicable statute, rules, regulations, or standards, Game Pointe shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with City's reasonable interpretation.

19. **Attorney's Fees.** In any action arising out of this Fourth Agreement, the prevailing Party shall be entitled to its costs, reasonable attorney's fees, and other related collection or enforcements costs and expenses.

20. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Fourth Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

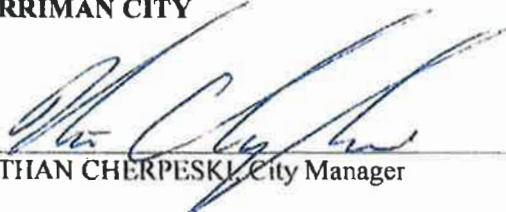
21. **Government Records Access and Management Act.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Game Pointe pursuant to this Fourth Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Game Pointe. Any materials for which Game Pointe claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make

reasonable efforts to notify Game Pointe of any requests made for disclosure of documents submitted under a claim of business confidentiality.

IN WITNESS WHEREOF, the Parties have executed this Fourth Agreement by and through their respective, duly authorized representatives as of the Effective Day first written above.


[signatures on following page]

HERRIMAN CITY


NATHAN CHERPESKI, City Manager

ATTEST


JACKIE NOSTROM, City Recorder


TODD SHEERAN, City Attorney
Approved as to form and legality



GAME POINTE PROPERTIES, LLC

Signature: 

Print Name: Aaron Osmond

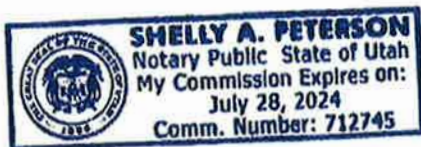
Title: Manager

STATE OF UTAH)

:SS

COUNTY OF)

On the 19 day of December, 2022 personally appeared before me Aaron Osmond & Shelly A. Peterson, who being by me duly sworn, did say that they are the Aaron Osmond, Manager of Game Pointe Properties, LLC, a Utah limited liability company, and that said instrument was signed on behalf of Game Pointe Properties, LLC by authority of its governing body and the above-listed signor acknowledged to me that they executed the same.




NOTARY PUBLIC

EXHIBIT A

Original Repurchase Agreement

WHEN RECORDED RETURN TO:

Herriman City
5355 West Herriman Main Street
Herriman, UT 84096

113018 - CAF

TAX ID 26-25-400-067

~~13118451
11/7/2019 11:55:00 AM \$40.00
Book - 10857 Pg - 897-702
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P~~

REPURCHASE OPTION

This Repurchase Option Agreement (the "**Agreement**") is made effective as of the 9th day of October, 2019, by and between Herriman City, a Utah corporation (referred to as "**City**"), and Game Pointe Properties LLC, a Utah Limited Liability Company (referred to as "**Game Pointe**"). Game Pointe and City shall sometimes be referred to herein as the "**Parties**" or, individually as a "**Party**."

RECITALS

A. On or about October 9, 2019, Game Pointe purchased approximately six acres of unimproved real property ("**Six Acres**") from the City and Game Pointe subdivided the Six Acres into two lots- Lots 1 and 2. Lot 1 is more particularly described on the attached exhibit "A" ("**Lot 1**") and Lot 2 is also more particularly described on the attached exhibit "A" ("**Lot 2**") and Lot 1 and Lot 2 are collectively the "**Lots**").

B. Game Pointe represented to the City that it would develop/construct a family entertainment center (or a similar entertainment/restaurant facility) as approved by the City in its governmental capacity on Lot 2 within two (2) years from the date Game Pointe purchased the Six Acres.

C. Game Pointe agreed that the City has the option to repurchase the Lots if Game Pointe fails to obtain a building permit to develop/construct a family entertainment center (or a similar entertainment/restaurant facility) as approved by the City in its governmental capacity on Lot 2 within two (2) years from the date Game Pointe purchased the Six Acres pursuant to the terms and conditions of a repurchase option.

C. Game Pointe desires to grant the City an option to repurchase the Lots as set forth herein.

AGREEMENT

NOW THEREFORE in consideration of the above premises, the mutual covenants, promises, and agreements contained in this Agreement, and for other good and valuable

consideration, the receipt and sufficiency of which is fully acknowledged by the Parties the Parties agree as follows:

1. Option to Purchase the Lots. Game Pointe grants to City, for a maximum period of twenty four (24) months from October 16, 2019, (such period is referred to as the "**Option Period**"), the exclusive right and privilege of acquiring the Lots. At any time during the Option Period, City may exercise its option to purchase the Lots for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) ("**Option Price**").

2. Option Payment. The \$1,698,840 will be paid at Closing in immediately available funds.

3. Exercise of Option. This option shall be exercised, if at all, on or before the expiration of the Option Period if Game Pointe fails to obtain a building permit from the City to construct a family entertainment center (or a similar entertainment/restaurant facility), by City providing Game Pointe with written notice of its intent to exercise the option. The City will not unreasonably withhold the issuance of a building permit.

4. Normal Expiration. If this option is not exercised on or before the Option Period expires, the option shall expire of its own force and effect. The option shall also expire if Game Pointe obtains a building permit from the City to construct a family entertainment center (or a similar entertainment/restaurant facility) on Lot 2.

5. No Other Sale. Game Pointe shall not market Lot 2 to others until the Option expires.

6. Closing. This transaction shall be closed on a date scheduled by City on or before thirty (30) days after the exercise (if any) of the option, or on such other date as may be agreed in writing between the parties, but in no event shall the closing occur beyond forty-five (45) days after the option is exercised. Closing shall occur when the City delivers to Cottonwood Title Company ("**Title Company**") the Option Price. The Closing will be held in the offices of Title Company unless otherwise agreed in writing by the parties. The title to the Lots and its condition shall at closing be in the same marketable title and condition it was on City's sale to Game Pointe.

7. Complete Agreement. This Agreement together with its addenda, any attached exhibits, and any further instruments or documents referred to in this Agreement or referred to in those other instruments or documents affecting the Lots, constitute the entire Agreement between City and Game Pointe with respect to the Agreement's subject matter. There are no oral agreements between City and Game Pointe. This Agreement and any such related documents shall be construed in a manner consistent with each other. Nevertheless, to the extent of any inconsistency in this Agreement and any such related documents, the terms of this Agreement shall control. This Agreement shall not be changed except by written agreement signed by authorized representatives of both Parties.

8. Attorney's Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to its costs, reasonable attorney's fees, and other related collection or enforcement costs and expenses.

9. Time is of the Essence. Time is of the essence regarding the dates set forth in this Agreement except to the extent a grace period is specifically authorized. Extensions must be agreed to in writing by both Parties. Performance under each section of this Agreement which references a date shall be required absolutely by 5:00 p.m. Mountain Time or Mountain Daylight Time as applicable.

10. Notice. Any notice, designation, consent, approval, or other communication required or permitted to be given pursuant to the provisions of this Agreement (referred to, collectively, as "Notice") shall, except as otherwise expressly provided in this Agreement, be given in writing and shall be provided by hand delivery or sent by certified or registered mail, Federal Express, or overnight courier. Notice may be sent to City at 5355 West Herriman Main Street Herriman, UT 84096 and to John Brems at 5355 West Herriman Main Street Herriman, UT 84096. Notice may be sent to Game Pointe at 290 N FLINT ST STE A Kaysville, UT 84037.

11. No Third-party Beneficiaries. This Agreement is solely among and solely for the benefit of the Parties. There are no third-party beneficiaries of this Agreement.

12. Assignments. Game Pointe shall not, without City's written consent, assign its rights, or delegate its obligations or duties under this Agreement. City may however, without restriction, assign its rights under this Agreement. Any such assignment by any party shall not act as a release of the assigning party who shall remain obligated under this Agreement.

13. Binding. The provisions of this Agreement shall be binding upon the successors, assigns, heirs, and personal representatives of the respective parties.

14. Recordation. This Agreement shall be recorded. If the option is not exercised, or if exercised, but the transaction fails to close, City shall promptly, on request from Game Pointe, execute and record a suitable, unconditional release of such option or a quitclaim deed.

15. Superiority of Option. Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against Lot 1 hereafter shall be subordinate to this Option and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Option.

16. Obligation to Maintain Property; Compliance with Laws. Game Pointe shall at all times keep the Lots free from weed in excess of six inches in height, in good order, condition, and repair. Game Pointe shall not permit or suffer any waste of the Lots, and shall not alter the Lots except for normal clearing, grading, and construction activities. Game Pointe shall cause the Lots, and all activities on the Lots (including those requiring any alterations or improvements to be made thereon), to comply at all times with all applicable laws.

City and Game Pointe execute this Agreement intending to be fully bound by its terms and conditions.

DATED effective as of the 6th day of NOVEMBER, 2019. gh

PROPERTIES, LLC
GAME POINTE, a Utah limited liability company

By: [Signature]
Name: JENNIFER KIMBLE
Its: MAN

HERRIMAN CITY

By: [Signature]
Brett Geo Wood, City Manager



Attest: [Signature]
Jackie Nostrom, City Recorder

CITY ACKNOWLEDGMENT

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

On the 15 day of Oct., 2019 personally appeared before me Brett Geo Wood 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

Residing at: Salt Lake County



On the 6th day of November, 2019, personally appeared before me Shawn Kilpatrick, who being by me duly sworn, did say that he is the Manager of Game Pointe Properties, a Utah LLC, 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.

My Commission Expires: 8-22-2023

Residing at: DAVIS COURT



EXHIBIT B

Letter Executing Original Repurchase Option



10/14/2021

Sent via email and Certified Mail

Game Pointe Properties, LLC
Attn: Jed Stevenson
290 N. Flint St. STE A
Kaysville, UT 84037
jed@academicwest.com

Re: Exercise of Repurchase Option for Six Acres of Real Property Owned by Game Pointe Property.


The purpose of this letter is to inform you that Herriman City intends to exercise its option to repurchase six acres of real property owned by Game Point Properties, LLC and subject to a Repurchase Agreement executed on October 16, 2019. The City's repurchase option expires on October 16, 2021. By "providing Game Pointe with [this] written notice of its intent to exercise the option" the City has satisfied the requirements of the Repurchase Agreement.

Pursuant to Section 6 of the Repurchase Agreement, the City is required to close on the property within 45 days hereof. However, as discussed in a recent Council meeting, the City is open to negotiating an extension to the Repurchase Agreement. So long as an extension is agreed upon and formalized in a written amendment to the Repurchase Agreement within 10 days hereof, the City will revoke this notice and will not otherwise close on the Property.

By signing below, you acknowledge receipt of this Notice and that such receipt satisfies the Notice Requirements of the Repurchase Agreement. A copy of this letter is also being sent via certified mail to the address above.

If you have any questions, please do not hesitate to reach out.

Respectfully,


Nathan Cherpeski, City Manager

Signature:


Jed Stevenson

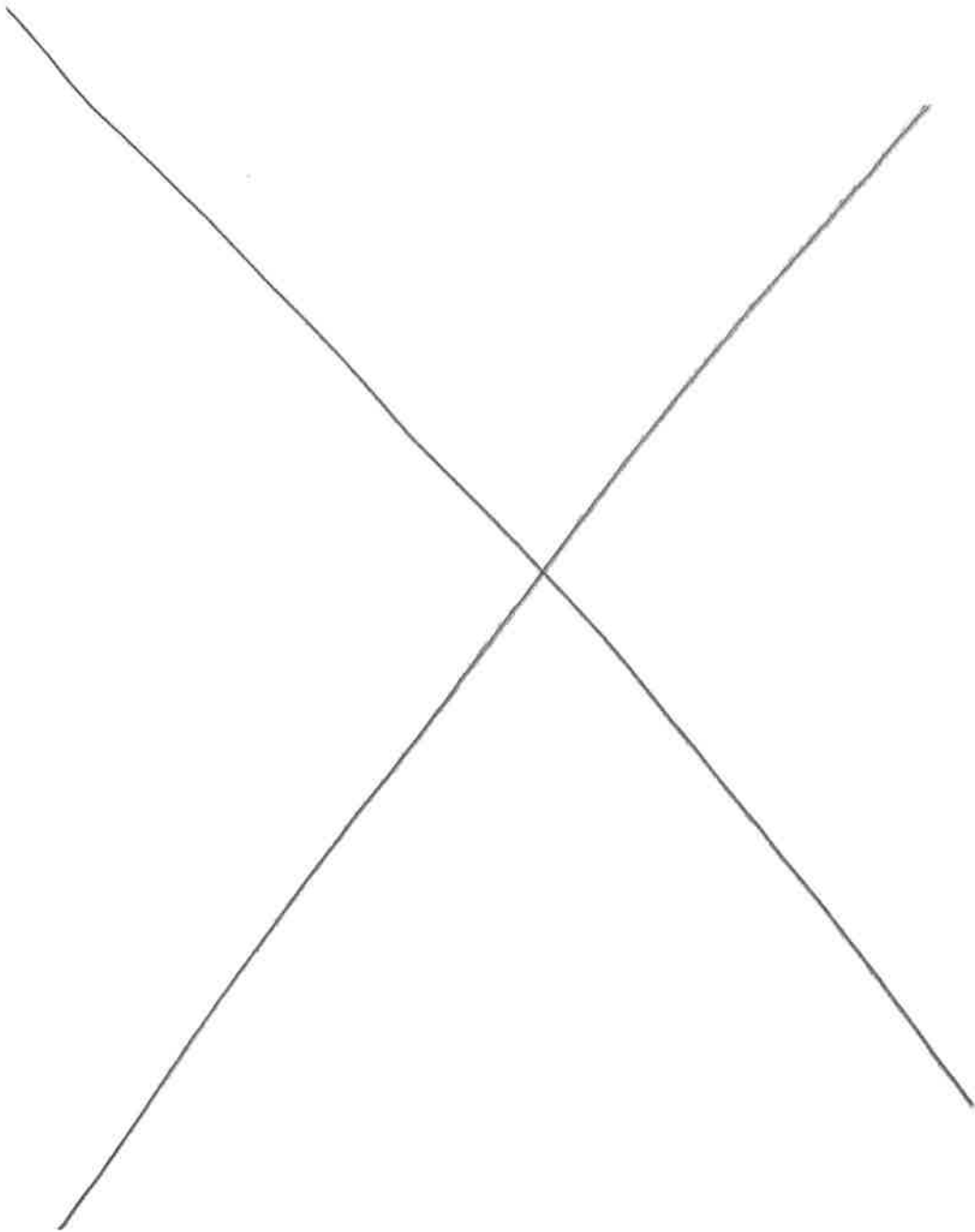
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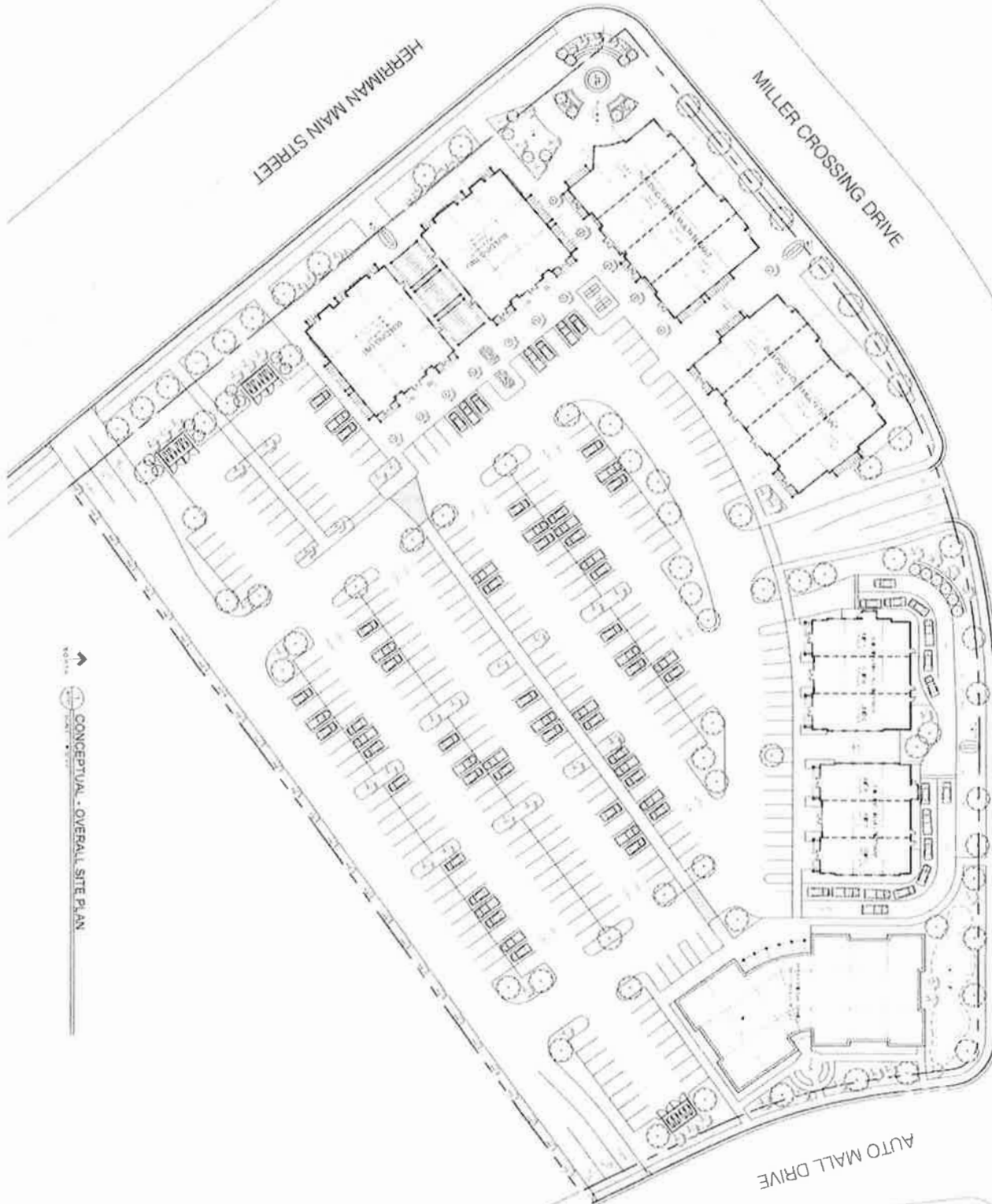

Manager

5355 W. Herriman Main St. • Herriman, Utah 84096
(801) 446-5323 office • herriman.org



Exhibit D – Concept Plan





CHRONOLOGY

**MOUNTAIN VIEW PLAZA
RETAIL CENTER**
 Herriman Main & Miller Crossing
 Herriman, Utah

LAYTON DAVIS

2000 EAST 2000 SOUTH 1000 WEST
 SALT LAKE CITY, UTAH 84103

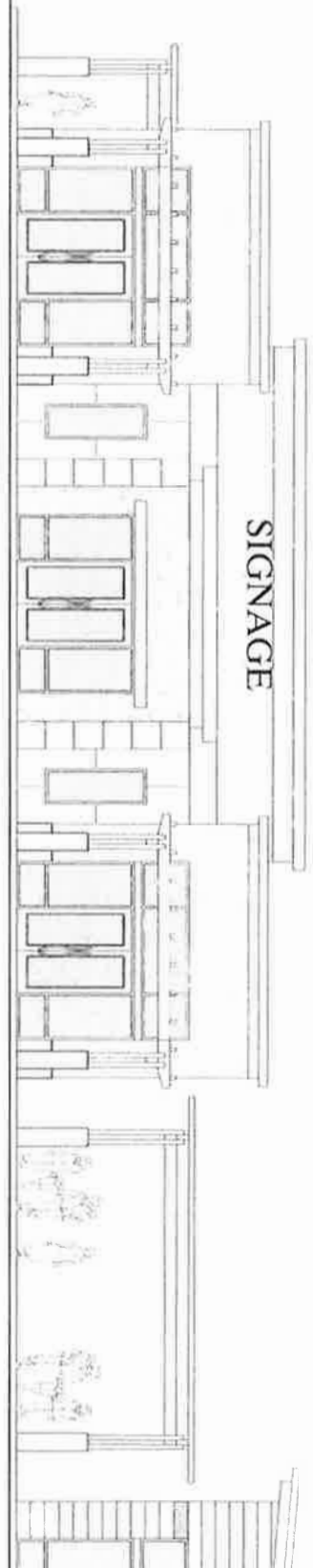
PRINTED DATE
 04.05.2023

74

PROJECT NO.
 23.003
 DRAWN BY/CHK BY
 CML

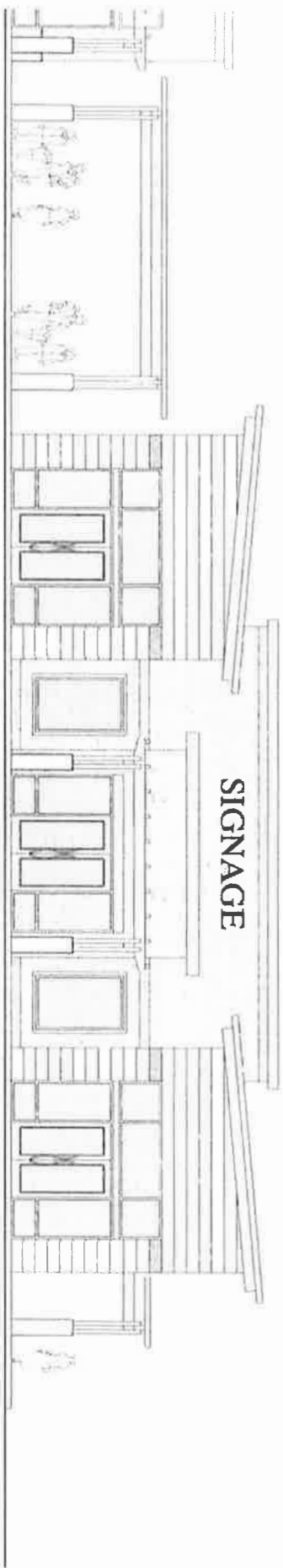
TITLE
 CONCEPTUAL
 SITE PLAN

24X36 SHEET #
A100



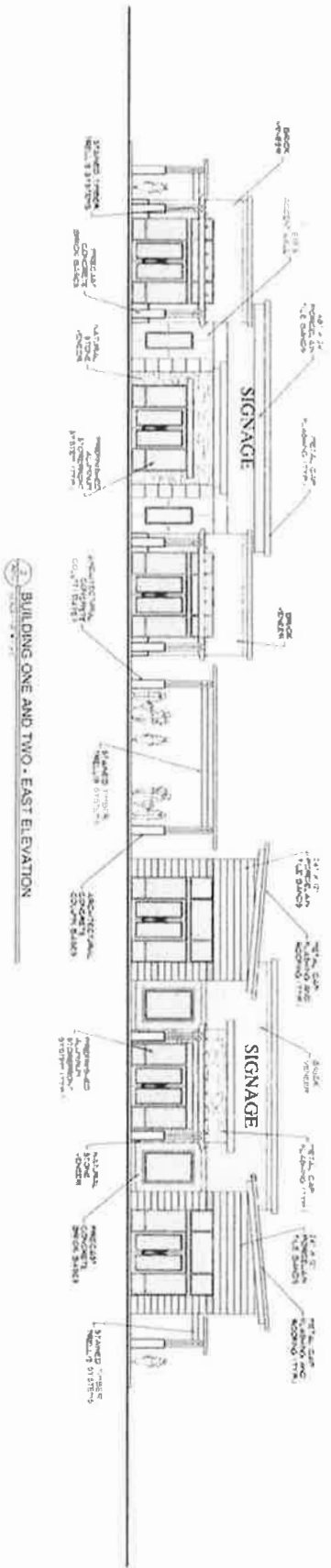
SIGNAGE

1 BUILDING ONE - EAST ELEVATION



SIGNAGE

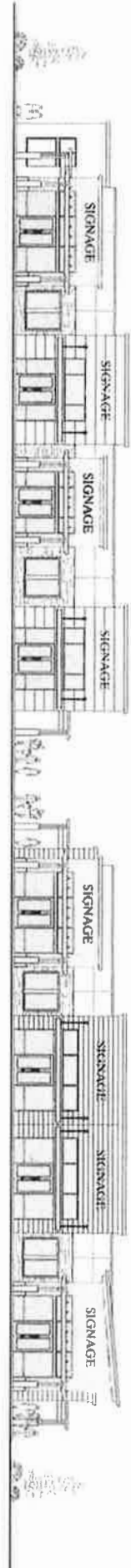
2 BUILDING TWO - EAST ELEVATION



SIGNAGE

SIGNAGE

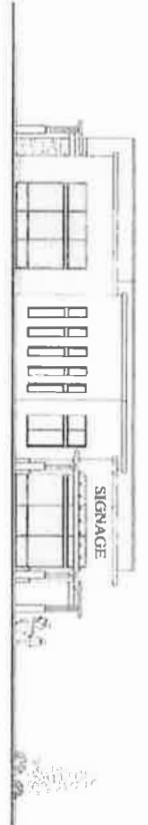
3 BUILDING ONE AND TWO - EAST ELEVATION



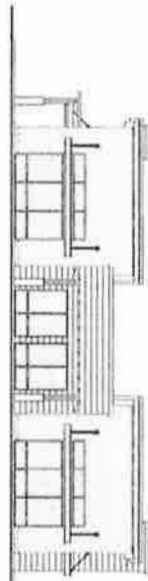
SOUTH EAST (FRONT) ELEVATION - BUILDING THREE

SOUTH EAST (FRONT) ELEVATION - BUILDING FOUR

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS



SOUTH WEST (SIDE) ELEVATION - BUILDING THREE

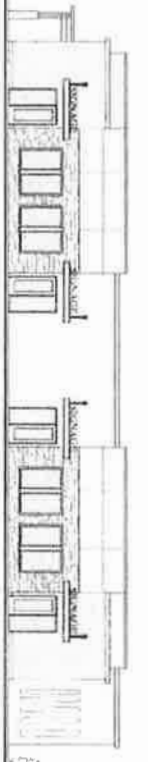


NORTH EAST (SIDE) ELEVATION - BUILDING FOUR

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS



NORTH WEST (STREETSIDE) ELEVATION - BUILDING FOUR



NORTH WEST (STREETSIDE) ELEVATION - BUILDING THREE

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS

Exhibit E – Design Guidelines

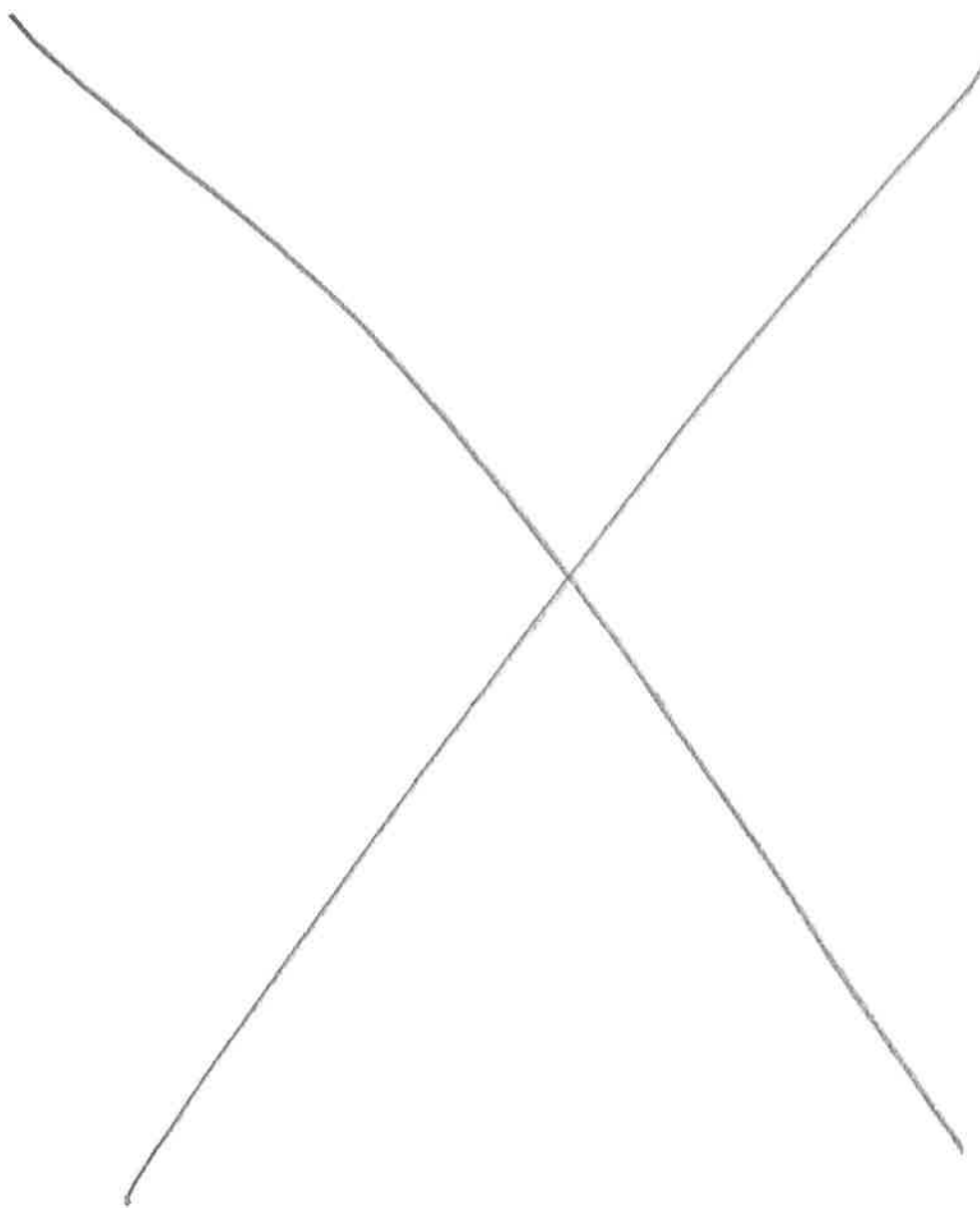
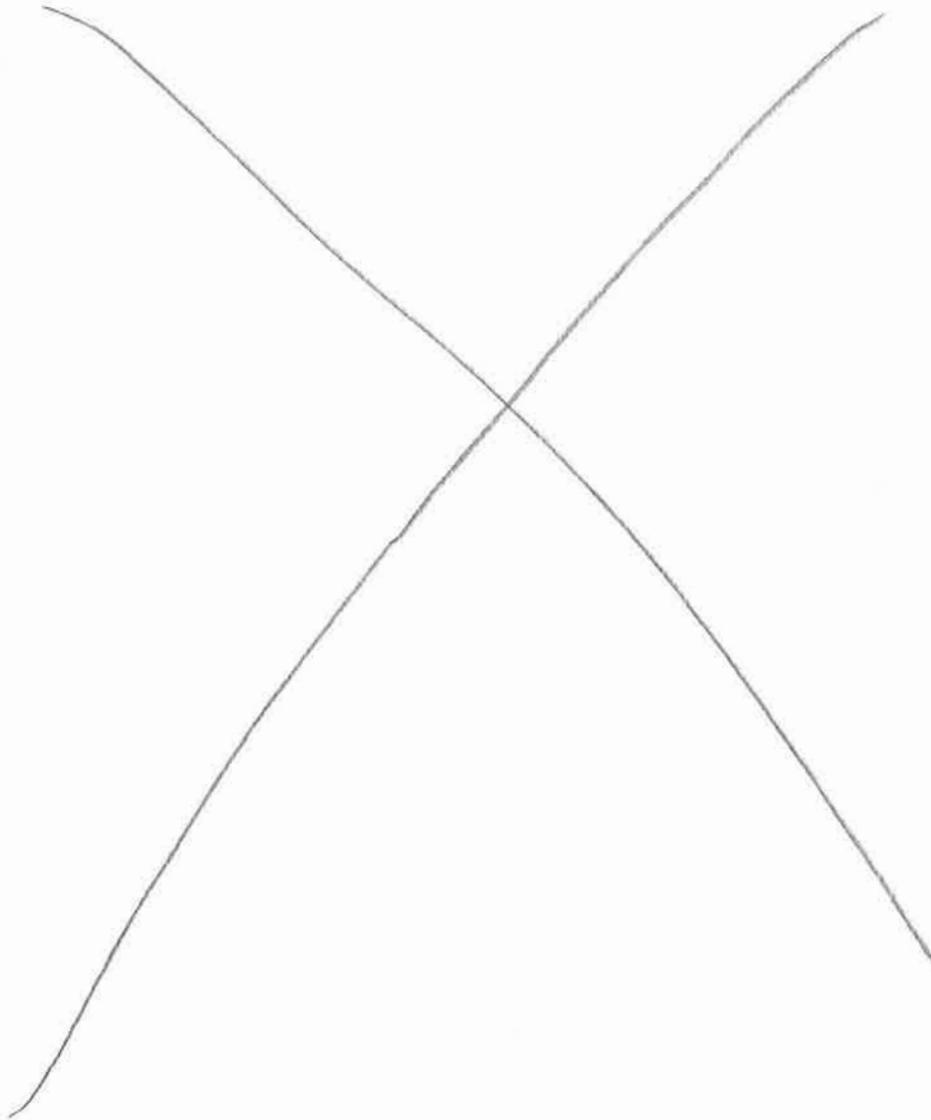


Exhibit F – Vested City Code

The vested land use ordinances for the Mountainview Plaza Master Development are on file with the Herriman City Recorder's Office



HERRIMAN, UTAH
RESOLUTION NO. R17-2023

**A RESOLUTION AMENDENDING AND RESTATING
A MASTER DEVELOPMENT AGREEMENT FOR
MOUNTAINVIEW PLAZA**

WHEREAS, the City of Herriman received a proposal from Osmond Capital, LLC to consider an amended and restated master development agreement for commercial development on ±6.0 acres of vacant property located approximately at the intersection of Herriman Main Street and Miller Crossing Drive in the C-2 Commercial Zone; and

WHEREAS, the Planning Department on February 3, 2023, mailed and posted notices of a Planning Commission (the "Commission") public hearing to be held on February 15, 2023, to consider the proposed amended and restated master development agreement; and

WHEREAS, the Commission met in a regular meeting on February 15, 2023, to consider, among other things, the proposed amended and restated master development agreement; and

WHEREAS, the Commission voted 6-0 on February 15, 2023, to recommend the City Council (the "Council") approve the proposed amended and restated master development agreement with additional recommendations; and

WHEREAS, the Council met in a regularly scheduled work meeting on February 22, 2023, to consider, among other things, the proposed amended and restated master development agreement; and

WHEREAS, the Council on February 22, 2023, requested the applicant consider the Commission's recommendations and prepare a revised amended and restated master development agreement for Council consideration; and

WHEREAS, the Council met in a regular meeting on April 12, 2023, to consider, among other things, a resolution to approve the proposed amended and restated master development agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council that the attached proposed amended and restated master development agreement be approved to govern the development of 6.0 acres of commercial property located at 5143 W Miller Crossing Drive and 12252 S Herriman Auto Row in the C-2 Commercial Zone.

This Resolution assigned no. R17-2023 shall take effect immediately.

PASSED AND APPROVED this 12th day of April 2023.

HERRIMAN CITY COUNCIL



Lorin Palmer, Mayor

ATTEST:



Jackie Nostrom, City Recorder





STAFF REPORT

DATE: February 4, 2026

TO: Planning Commission

FROM: Michael Maloy, AICP, Planning Director

SUBJECT: Review and consider a recommendation to amend Title 10 Land Development Code to permit detached Accessory Dwelling Units on properties that contain a single-family home, subject to compliance with specific additional zoning regulations, applicable building codes, and adopted engineering standards, if approved by the Herriman City Council

Applicant: Herriman City

File No: Z2026-002

RECOMMENDATION:

Motion to recommend approval of the proposed Land Development Code amendment to permit detached accessory dwelling units in Herriman City, with the following recommendation:

- Combine detached and internal accessory dwelling unit regulations into one chapter of the Land Development Code to improve administration and implementation of the ordinance.

ISSUE BEFORE COMMISSION:

Should the City permit detached accessory dwelling units (DADUs) citywide, which would implement an approved element in the Herriman City Moderate Income Housing Plan (see Attachment A).

BACKGROUND & SUMMARY:

Herriman City's General Plan and Utah Code require strategies to promote moderate-income housing. Detached accessory dwelling units provide affordable housing options, support aging in place, and optimize land use without altering neighborhood character. The American Association of Retired Persons (AARP), which has been a leader in ADU research and policy discussions for more than 20 years, recommends streamlined permitting, owner-occupancy requirements, and design compatibility. Research on best practices from Western U.S. cities, such as Boise, Denver, and Portland, shows that accessory dwelling units (ADUs) increase housing diversity and affordability.

Although the City currently permits internal or attached AUs, residents are increasingly submitting inquiries or requesting permission to construct DADUs. Along with our citizen requests, Herriman City Administration anticipates that the 2026 Utah State Legislature may adopt a regulation requiring municipalities to allow DADUs in the near future. Given these conditions, the City Council directed staff to draft a proposed regulation for consideration, which has been attached to this report for review (see Attachment D).

DISCUSSION:

While both internal and detached ADUs are becoming more permissible and common in Utah municipalities, the development and use of ADUs remain a concern for cities, which is understandable. As such, the attached proposal should be viewed as a malleable draft that will benefit from Planning Commission review, public comment, and additional modification for recommendation to the City Council for final decision.

The attached draft ordinance would permit detached ADUs in all zones that allow single-family dwellings and have a minimum lot area of 6,000 square feet. Additional key provisions include:

- Size limitation of $\leq 1,000$ square feet or 50% of the main dwelling
- Height limit of ≤ 20 feet
- Setbacks of 10 feet for the rear and 8 feet for the side are larger than required for typical accessory structures due to privacy concerns; however, staff recommends that the proposed setbacks could be reduced and standardized with additional design regulations, *such as limiting the design and placement of windows when directly adjacent to private yards.*
- Design standards matching the principal dwelling
- One additional off-street parking space (where permissible in State Code)
- Owner occupancy requirement (which is a typical municipal regulation)
- Standards for potential conversion of existing accessory structures
- Short-term rental prohibition of ADUs, and
- Streamlined administrative approval (pending further coordination with Building and Engineering departments)

As stated previously, benefits include affordability, aging in place, and efficient land use, while community impacts are generally minimal when proper design and parking standards are in place.

During the January 21, 2026, public hearing, two residents addressed the Commission:

- First resident opposed the proposal and expressed concern with potential undesirable impacts on existing properties and neighborhoods, specifically declining property values, reduced emergency services access, increased on-street parking, and diminished privacy.
- Second resident supported the proposal and expressed support, which he stated was “long overdue.” Resident recommended the proposed maximum building height is increased to 25 feet or height of the primary dwelling.

Following the hearing, the Planning Commission voted 6-0 to continue the proposal and requested staff to research several specific issues and modify the draft as appropriate.

STANDARDS:

Amendments to Title 10 Land Development Code require the Planning Commission to conduct a public hearing and forward a recommendation to the City Council based on the following standards:

City Code 10-5-8. E. A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the City Council as described in subsection 10-5-6A of this chapter. In making an amendment, the following factors should be considered:

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Finding: Staff published and posted the public hearing notice on January 8, 2026, as required by State and City Code, and finds the proposed amendment is consistent with the applicable factors listed above.

ALTERNATIVES:

The Planning Commission may consider the following alternatives:

- ✓ **Recommend approval of the amendment as proposed with staff recommendations.**
- Recommend approval of the amendment with modifications by the Commission.
- Recommend denial of the amendment based on findings stated by the Commission.
- Close the public hearing and “table” the proposal for further review and consideration; the Commission may request additional information or modifications, if needed.
- Continue the public hearing and “table” the proposal for further consideration; the Commission may request additional information or modifications, if needed.

ATTACHMENTS:

- A. Moderate Income Housing Plan
- B. Accessory Structures Ordinance
- C. Internal ADU Ordinance
- D. Detached ADU Ordinance Draft

2022

*Adopted November 13, 2019
Amended September 28, 2022*



Herriman City Moderate Income Housing Plan





1.1 INTRODUCTION

AFFORDABLE HOUSING IN HERRIMAN

Affordable housing and housing affordability can mean many different things to different stakeholders, and Herriman strives to provide a range of types and styles that fit with the character and lifestyle of the community that residents value.

Affordability can be understood as the relationship between a household's income and its housing costs. In general, housing that is considered affordable is housing for which the occupant(s) pay no more than 30 percent of their income for gross housing costs, including utilities.

UTAH STATE CODE

Utah State Code (Section 10-9a-403) requires municipalities to include a plan for moderate-income housing as part of a general plan. This is defined as “a plan that provides a realistic opportunity to meet the need for additional moderate income housing”. Statewide requirements for the planning and development of moderate income date back to 1996, however rising statewide housing prices have prompted additional measures.

The Utah State Legislature passed SB34 in the 2019 Legislative Session, which encouraged local communities to plan for housing for residents of all income levels and to coordinate that housing with transportation. SB34 defined specific requirements for the Moderate Income Housing element of the General Plan, including a menu of strategies for cities to select from to meet the need for additional moderate income housing.

In the 2022 General Session, HB462 amended these requirements, adding clarification and expanding the menu of strategies with the goal of creating more flexibility and creativity in efforts to expand moderate income housing in Utah. Additionally, it requires cities to adopt an implementation plan with a timeline and measures to implement the strategies they select. Herriman has modified section 1.5 - Making it Happen to meet these requirements and has adopted the amended plan.

1.2 WHAT WE KNOW

MODERATE INCOME HOUSING

Moderate-Income Housing, as defined by Utah State Code, specifically refers to providing housing for households with a gross household income equal to or less than 80 percent of the median gross income for households of the same size in the county in which the City is located. This chapter uses Area Median Income (AMI) in Salt Lake County as determined by the U.S. Department of Housing and Urban Development (HUD) and average household size to determine moderate income thresholds for an average household in Herriman.

CURRENT HOUSING SUPPLY

While Herriman City actively tracks housing units using building permit data and GIS, the Salt Lake County Assessor provides the necessary information for evaluating affordable housing - number of housing units, housing type designation, and the assessed value of housing units.

The 2018 Salt Lake County Parcel Database reflects a total of 11,937 housing units on 10,553 parcels. Approximately 84 percent of those units are categorized as single-family residences. Salt Lake County property designations include townhomes and completed Planning Unit Development (PUD) homes as single-family properties. Herriman's housing supply includes four apartment complexes (1,387 total units), 472 condominium units, and 10,025 single-family units. The remaining units are categorized as duplexes, manufactured homes, or modular homes.

AREA MEDIAN INCOME LEVELS

According to HUD, the AMI in Salt Lake County is \$80,000. Salt Lake County has an average household size of 3.01; therefore, a household of three persons is used as the average family size, putting the **moderate-income threshold at \$57,600**.

TABLE 1: Monthly Housing Allowance by Household Size and AMI Thresholds

Household Size	30%	50%	80% of AMI
1 person	\$420	\$700	\$1,120
2 persons	\$480	\$800	\$1,280
3 persons	\$540	\$900	\$1,440
4 persons	\$628	\$1,000	\$1,600
5 persons	\$736	\$1,080	\$1,729
6 persons	\$844	\$1,160	\$1,856
7 persons	\$952	\$1,240	\$1,985
8 persons	\$1,060	\$1,320	\$2,113
<i>Source: HUD, ZPFI</i>			

HUD considers an affordable monthly housing payment for either a mortgage or rent to be no greater than 30 percent of gross monthly income. This 30 percent should include utilities and other housing costs such as mortgage and hazard insurance.

Table 1 shows affordable monthly allowances at different levels of income. These amounts represent total housing costs affordable at 30 percent of gross income. This allowance considers affordability for either a mortgage or rental rate. A family choosing housing would need to factor in utilities and other costs for a given housing unit within this affordable range. For example, **a household of three at the 80 percent AMI threshold has a monthly housing allowance of \$1,440. If utilities are \$250, the family can afford a rent or mortgage payment of \$1,190 per month.**

Translating this moderate-income affordability level to home values, **a family of three at 80 percent of AMI can afford a home in Herriman up to \$229,303**. This assumes utility payments at \$250 per month, current Herriman property tax rates, insurance, a four percent interest rate, 30-year mortgage term and a ten percent down payment.



KEY STATISTICS

POPULATION & PROJECTIONS

The City's fast and variable growth makes projecting population particularly challenging. The City's population was only 1,523 in 2000 according to the United States Census; however, the City experienced rapid growth of 21,785 by the 2010 Census. Census estimates from 2017 put the City's population at 31,970. Since Herriman City's rapid growth has been through new home construction in the last decade, City staff provided population projection estimates that accounts for gains in the housing market during the economic recovery. These reflect a 2020 population of 62,010; 2030 population of 93,465, and a 2040 population of 108,668.

AGE AND HOUSEHOLD SIZE

Herriman has a very young population with a median age of 26.2 years. This is a result of having a high population of children, large household sizes, and few seniors in the City. The median age is just over six years younger than the Salt Lake County median and significantly lower than most of the surrounding cities. Herriman has the second highest household size in the area at 3.91 persons per household and 64.2 percent of households have children at home – more than double the national percentage.

EXISTING MODERATE-INCOME HOUSING SUPPLY

Previous concerns about affordability within the City have been partially addressed in recent years with the construction of apartment complexes. Of the 1,387 recorded apartments in the City, just over 68 percent of units are within the affordable threshold defined by 80 percent of AMI. The relatively recent construction of the Incline at Anthem and Towne Center apartments brings the estimated total of affordable housing units in the City to 2,006 units, or about 16.8 percent of all housing units. This translates to a current surplus of 182 affordable units for moderate-income households. However, there is a shortage of 763 units for those making 50% AMI or less.

PRICING AND AFFORDABILITY

Table 2 shows the home price ranges affordable to household income categories at various interest rates. Note the significant difference the interest rate can make. While rates are near four percent, housing is much more affordable. Interest rates have been rising, meaning affordability in the City will be more difficult to maintain if rates continue to rise in the future.

Table 3 shows the distribution of single-family units by home value, as maintained by the Salt Lake County Assessor's Office. Just over half of all units are valued between \$280,000 and \$399,999. The median value is \$345,100 according to assessed values. The 2017 ACS places the City's median household value lower at \$332,400. Both of these median values are above the affordable threshold of \$229,303. **Approximately 9 percent of single-family homes are within this affordability target or below.**

TABLE 2: Annual Household Income Requirements for Various Home Values

Household Income Range	Home Price Range					
	4% Mortgage		5% Mortgage		6% Mortgage	
	Low	High	Low	High	Low	High
\$10,000 to \$14,999	\$0	\$24,082	\$0	\$21,897	\$0	\$19,969
\$15,000 to \$24,999	\$24,082	\$72,255	\$21,897	\$65,701	\$19,969	\$59,915
\$25,000 to \$34,999	\$72,255	\$120,428	\$65,701	\$109,504	\$59,915	\$99,861
\$35,000 to \$49,999	\$120,428	\$192,687	\$109,504	\$175,209	\$99,861	\$159,779
\$50,000 to \$74,999	\$192,687	\$313,119	\$175,209	\$284,717	\$159,779	\$259,644
\$75,000 to \$99,999	\$313,119	\$433,552	\$284,717	\$394,226	\$259,644	\$359,509
\$100,000 to \$149,999	\$433,552	\$674,417	\$394,226	\$613,242	\$359,509	\$559,238
\$150,000 to \$199,999	\$674,417	\$915,282	\$613,242	\$832,259	\$559,238	\$758,968
\$200,000 or more	\$915,282		\$832,259		\$758,968	


Source: ZPFI

TABLE 3: Single-Family Residential Unit Values

Single-Family Home Value	# of Units	% of Total	Cumulative % of Total
<\$125,000	10	0.10%	0.1%
\$125,000 - \$139,999	17	0.17%	0.3%
\$140,000 - \$149,999	11	0.11%	0.4%
\$150,000 - \$159,999	26	0.25%	0.6%
\$160,000 - \$169,999	99	0.97%	1.6%
\$170,000 - \$179,999	93	0.91%	2.5%
\$180,000 - \$189,999	195	1.91%	4.4%
\$190,000 - \$199,999	172	1.68%	6.1%
\$200,000 - \$219,999	272	2.66%	8.8%
\$220,000 - \$239,999	445	4.36%	13.1%
\$240,000 - \$259,999	559	5.47%	18.6%
\$260,000 - \$279,999	558	5.46%	24.1%
\$280,000 - \$299,999	798	7.81%	31.9%
\$300,000 - \$324,999	1088	10.65%	42.5%
\$325,000 - \$349,999	1148	11.24%	53.8%
\$350,000 - \$374,999	1030	10.08%	63.8%
\$375,000 - \$399,999	843	8.25%	72.1%
\$400,000 - \$424,999	668	6.54%	78.6%
\$425,000 - \$449,999	563	5.51%	84.1%
\$450,000 - \$474,999	397	3.89%	88.0%
\$475,000 - \$499,999	326	3.19%	91.2%
\$500,000 - \$599,999	622	6.09%	97.3%
\$600,000 - \$699,999	157	1.54%	98.9%
\$700,000+	117	1.15%	100.0%
Source: Salt Lake County 2018 Parcel Database			



Combining affordable apartment and single-family units brings the total estimated number of units that can be classified as affordable to 2,006 units. In total, approximately 16.8 percent of housing units are affordable to moderate-income households.



Of the 1,387 recorded apartments in the City, just over 68 percent of units are within the affordable threshold defined by 80 percent of AMI. Assuming about \$250 per month in utility and other housing costs, rent rates should be \$1,190 per unit per month (or lower) to be affordable.

Timbergate is a Section 42 housing development and has two pricing tiers ranging from \$986 to \$1,137 for units under Section 42 pricing, and \$1,099 to \$1,075 for their market unit rates. Only 15 of the three-bedroom units at Timbergate fall just above this cut-off at \$1,299 for the largest market units. However, **most units at Timbergate, including 97 other three-bedroom units, are deemed affordable.**

Copperwood rental rates range from \$948 to \$1,290 per unit per month. Copperwood offers 496 units in four different floor plans, but only their three-bedroom units are outside of an affordable range which means about **74 percent of the apartments offered are considered affordable.** Rental rates at Copperwood change from week-to-week based on the number of units available, but there are no units that are anticipated to fluctuate out of affordability.

The Towne Center Apartments offer the widest range of rental rates with living spaces available from \$1,025 to \$1,910 per unit per month. Only the one-bedroom floorplan offers some units that would be in the noted affordable range. The rest of these units exceed the affordability threshold with estimates placing **only about 20 percent of the 305 Towne Center Apartments at an affordable rate.**

The Incline at Anthem Apartments housing is specifically geared towards residents who are 55 years old and up. According to staff, about 80 percent of the units are specified for the 55+ community with 20 percent for residents 18 years and older. Rent at Incline ranges from \$925 to \$1,460 per unit per month. The Incline offers three floorplans which are one-bedroom units, all of which fall under the affordable standard. The two-bedroom units do not qualify as affordable, which designates about **71 percent of the Incline units as affordable.**

Combining affordable apartment and single-family units brings the total estimated number of units that can be classified as affordable to 2,006 units. In total, approximately 16.8 percent of housing units are affordable to moderate-income households. There is currently a reasonable opportunity for moderate-income households to live in Herriman.

1.3 HOW WHAT WE KNOW HELPS PLAN FOR THE FUTURE

MATCHING MARKET WITH DEMOGRAPHICS

Herriman had a total of 2,006 affordable units and 1,824 low-to-moderate income households, indicating a surplus in supply of 182 affordable units in comparison to current City demographics. **It is notable that there are currently 773 households who earn 50 percent of the AMI and only 10 housing units available for those households.** This means that, while there is currently a surplus of affordable housing units, not all available units may be affordable to households with low and extremely low incomes.

There are few houses under the \$140,239 level in Herriman, leaving the nine percent of households making less than \$35,000 per year with less than one percent of single-family homes in their matching affordability range. This is about 739 households. However, the availability of affordable apartments helps to cover this gap in affordable units to a degree.

Average sale prices in Herriman of single-family homes indicate an upward trend in home values. Herriman also saw strong sales in 2018. **As values increase and the trend of building single-family home developments continues, it will be important to monitor that affordability keeps pace with population growth.**

PROJECTED MODERATE-INCOME HOUSING NEED

Future rapid growth in the City will likely require continual monitoring of affordability. Over the past few years, multi-family homes have become the most popular development within Herriman. This new trend has helped Herriman to diversify its housing options to fit the demands of varying demographics, but future housing developments appear to indicate that single-family homes will dominate the new housing within the city. As the population and number of households continues to rise, the City will have greater need to provide housing that meets the needs of residents and those interested in moving to the City. The current surplus plus the additional need each year means that (assuming current distributions of household incomes) **the City will have a need of 625 affordable housing units by 2024.**



Herriman City Planning tracks building permit data and compares it to approved development. Based on the approved development agreements through 2019, an additional 4,937 Single-Family Units and 2,434 Multi-Family Units are slated to be built. Many of these units will be built in the next five years and some may help address the needed affordable housing units.

1.4 WHAT WE WANT TO ACHIEVE

The following overall goal, five objectives, six Utah State Code strategies, and six implementation action items capture Herriman's approach for addressing the issues and opportunities related to the City's Moderate-Income Housing.

The objectives represent what Herriman would like to achieve. The strategies and action items in the Implementation Plan (section 1.5) represent a path for achieving the overall goal and detailed objectives.

OVERALL GOAL FOR THE CHAPTER

Overall Moderate-Income Housing Goal: Ensure Herriman maintains reasonable affordability and provides housing choices through times of rapid population growth and varying development trends.

PLAN OBJECTIVES

Objective 1: Ensure affordable housing grows proportionally with standard residential development.

Objective 2: Continue to guide development of assisted living, congregate care, and affordable housing to ensure residents can stay in Herriman through all stages of life.

Objective 3: Provide for affordability and life-cycle housing concerns through development of housing options, including multi-family housing, that maintains the desired character of Herriman. Support affordable housing options that address the needs of low to moderate income households and individuals and offer options for a range of demographics and lifestyles.

Objective 4: Disperse multi-family developments throughout the City such that there is no concentration of multi-family dwellings in any one neighborhood or development area. Provide desirable affordable housing options that integrate well into surrounding neighborhood contexts.

Objective 5: Provide the opportunity for affordable home ownership by offering a range of housing types, including attached dwellings, for purchase.

UTAH FAIR HOUSING ACT ACKNOWLEDGEMENT

In accordance with state and federal laws, Herriman City exercises the authority to plan, zone, and regulate land use in promoting the community's health, safety, and welfare.

The moderate-income housing element of this plan acknowledges and upholds the Utah Fair Housing Act by promoting the equal protection and equitable treatment of all people who lawfully seek to rent, lease, purchase, or develop real property within its jurisdiction. Its housing policies and plans strictly prohibit discrimination on the basis of color, disability, ethnicity, familial status, gender identity, national origin, race, religion, sex, sexual orientation, source of income, or any other suspect classification.

It is the policy of Herriman City to report housing discrimination to the Utah Antidiscrimination Labor Division immediately.

It is the goal of Herriman City to prevent, eliminate, and/or mitigate any unfair housing practices that may result from its plans, policies, regulations, and ordinances. It is also the goal Herriman City to affirmatively further fair and affordable housing by reviewing the housing needs of its moderate-income households and its vulnerable populations biennially, and by proactively planning to meet their needs.



Assuming current distributions of household incomes, the City will have a need of 625 additional affordable housing units by 2024.

UTAH STATE CODE (10-9A-403.2B)

Herriman City is recommending to implement the six highlighted strategies, from the “menu” of moderate income housing strategies specified in the 2022 updates to Utah State Code for General Plans:

- (A) rezone for densities necessary to facilitate the production of moderate income housing;
- (B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;
- (C) demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing;
- (D) identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing;
- (E) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;
- (F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- (G) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;
- (H) amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident’s own vehicle, such as residential development near major transit investment corridors or senior living facilities;
- (I) amend land use regulations to allow for single room occupancy developments;
- (J) implement zoning incentives for moderate income units in new developments;
- (K) preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;
- (L) reduce, waive, or eliminate impact fees related to moderate income housing;
- (M) demonstrate creation of, or participation in, a community land trust program for moderate income housing;
- (N) implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
- (O) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency’s funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
- (P) demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;
- (Q) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- (R) eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530;
- (S) create a program to transfer development rights for moderate income housing;
- (T) ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing;
- (U) develop a moderate income housing project for residents who are disabled or 55 years old or older;
- (V) develop and adopt a station area plan in accordance with Section 10-9a-403.1;
- (W) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones; and
- (X) demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing;

1.5 HOW WE MAKE IT HAPPEN: IMPLEMENTATION PLAN

To meet Herriman's Moderate-Income Housing needs, the City will work to implement the following six strategies from Utah State Code 10-9a-403. The Action Plan section establishes a timeline and identifies specific measures and benchmarks for implementing each selected strategy.

UTAH STATE CODE MODERATE-INCOME HOUSING STRATEGIES

Strategy (A) **rezone for densities necessary to facilitate the production of moderate income housing;**

Strategy (B) **demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;**

Strategy (E) **create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;**

Strategy (F) **zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;**

Strategy (G) **amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;**

Strategy (K) **preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;**

ACTION PLAN - MAKING IT HAPPEN

The Action Plan section outlines six action items and a series of benchmarks for implementing the Utah State Code strategies and working to achieve Herriman's overall goal and detailed objectives. Some action items will help to implement more than one, individual strategy.



Action Item/Measure #1: Herriman will ensure zoning designations allow for higher density and/or moderate-income housing development in the mixed-use Towne Center, near the SLCC campus, and adjacent to commercial and employment centers. [Implements Strategy A, Strategy F, and Strategy G]

Action Item #1 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1A: Identify the current zones and future land uses that allow densities necessary to facilitate the production of MIH	◆				
1B: Analyze the areas on the FLU map that do not correspond to zones that allow densities necessary to facilitate the production of moderate income housing; Prioritize the rezoning of FLU/Zone mismatch areas that are near the Towne Center, SLCC Campus, and adjacent to commercial and employment centers		◆			
1C: Initiate rezoning for densities necessary to facilitate production of MIH in areas identified according to prioritization			◆	◆	◆

Action Item/Measure #2: Herriman will continue to encourage some PUD neighborhoods with small lot sizes and support integration of small lot sizes into developments to support a mix of housing options within the same neighborhood. [Implements Strategy A]

Action Item #2 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
2A: Identify the current areas where the Planned Development Overlay Zone and integration of small lot sizes are allowed, which would allow densities necessary to facilitate the production of MIH; Analyze the FLU map for any mismatch areas related to PUDs or small lot size zoning.	◆				
2B: Evaluate if any changes are needed to the Planned Development Overlay Zone to better facilitate the production of MIH		◆			
2C: Evaluate additional residential zones that may support integration of small lot sizes into developments based on the FLU map and chapter; Evaluate and define "small lot size"; define % of mix and thresholds (e.g. 20% small lot; 20% large lot; 60% typical lots) for residential zones that can support integration of small lot sizes		◆			
2D: Initiate updates to residential zones for integrating small lot sizes as identified above			◆	◆	◆

Action Item/Measure #3: Herriman will coordinate the rehabilitation or expansion of Active Transportation infrastructure to facilitate construction of moderate-income housing. [Implements Strategy B]

Action Item #3 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
3A: Identify the current zones and future land uses that would benefit from Active Transportation infrastructure investments to support construction of moderate-income housing.	◆				
3B: Coordinate prioritization and funding of Active Transportation projects to connect moderate-income housing areas with regional transportation	◆	◆	◆	◆	◆
3C: Initiate rehabilitation and expansion of Active Transportation infrastructure in priority areas.		◆	◆	◆	◆

Action Item/Measure #4: Herriman will consider allowing detached Accessory Dwelling Units (ADUs) in appropriate residential neighborhoods and will track both internal/attached ADUs and detached ADUs. [Implements Strategy E]

Action Item #4 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
4A: Identify the current zones and future land uses that support ADUs	◆				
4B: Establish an effective tracking system to document all types of ADUs	◆				
4C: Identify the parameters and criteria for allowing detached ADUs in the different residential and neighborhood zones.		◆			
4D: Prioritize and begin updating regulations to allow detached ADUs in the residential and neighborhood zones that meet the city's criteria			◆	◆	◆

Action Item/Measure #5: Herriman will allow for Multi-Family or Townhome Mixed Use Development as buffers between commercial and Single-Family Residential areas, as well as in the Herriman Towne Center (HTC) and major transit investment corridors as identified in the regional plan. [Implements Strategy F and Strategy G]

Action Item #5 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
5A: Identify the current zones and future land uses that allow for Multi-Family or Townhome Mixed Use Development	◆				
5B: Analyze the areas on the FLU map that do not correspond to zones that allow for Multi-Family or Townhome Mixed Use Development; Prioritize the rezoning of FLU/Zone mismatch areas that are near the HTC and/or major transit investment corridors.		◆			
5C: Initiate rezoning for a mix of housing, including Multi-Family or Townhomes, in areas identified according to prioritization			◆	◆	◆

Action Item/Measure #6: Herriman will establish a Housing Task Force to facilitate preservation and creation of attainable housing for moderate income households. [Implements Strategy K]

Action Item #6 Benchmarks	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
6A: Monitor affordable MIH options and their proportion to overall housing and residential development	◆	◆	◆	◆	◆
6B: Monitor Section 42/ Low Income Housing Tax Credit (LIHTC) Housing Projects and expiration timing	◆	◆	◆	◆	◆
6C: Evaluate the use of deed restrictions to preserve MIH units	◆	◆			
6D: Evaluate a down payment assistance program	◆	◆			
6E: Prioritize and establish programs to preserve existing and new MIH and subsidized units			◆	◆	◆



The Herriman Towne Center offers a mix of housing types in a mixed-use context.



ATTACHMENT B

CHAPTER 10-34 ACCESSORY BUILDINGS AND STRUCTURES

10-34-1 Purpose

The purpose of this chapter is to establish uniform regulations for accessory buildings and structures within the city. These requirements are intended to ensure that accessory buildings and structures are compatible with the character of the neighborhood and do not unduly disturb or impact adjacent property owners while also allowing residents flexibility to use their property for personal hobbies and outdoor and recreational pursuits.

10-34-2 General Requirements

In addition to the use limitations and other regulations for the zoning district in which the accessory building or structure is proposed to be located, no accessory building or structure shall be allowed unless it complies with the following general standards:

- A. All accessory buildings or structures are permitted in all zoning districts, provided they are:
 1. Incidental and subordinate to the principal use and/or structure on the property, and
 2. Compliant with the provisions of this chapter and the zone wherein they are located.
- B. An accessory building or structure shall be under the same ownership or control as the principal structure or use on the property.
- C. Except for agricultural zones, no accessory building or structure shall be established or constructed before the main dwelling or structure is under construction. Said accessory structure shall not be used prior to the issuance of a certificate of occupancy for the main dwelling or structure.
- D. No accessory building or structure shall include a residential dwelling unit nor may an accessory building or structure be rented, sold, or otherwise used as a separate living space, except where permitted ~~as may be provided~~ elsewhere in this Title.
- E. Accessory buildings and structures shall not be used for a home occupation except as provided in Section 10-22-6 of this Title.
- F. All accessory buildings and structures shall comply with any and all applicable standards and requirements of the International Building and Fire Codes.
- G. Recreational play structures less than 16 feet in height are exempt from all general restrictions of this chapter, except they shall comply with required setbacks as other accessory structures.
- H. Open-roofed structures (pergola, trellis, arbors, etc.), when lacking a solid roof and open on all sides, shall still be set back a minimum of three (3) feet from side and rear property lines. Open on all sides means that no solid wall is included in the structure. Lattice work that is 50 percent transparent is not considered solid, nor are walls constructed to support plant material.
- I. Yard measurement to determine the maximum size for an accessory building/structure.
 1. *Rear yard measurement.*
 - a. Rear yard measurement shall begin at a point on the property line parallel to the rear wall plane of the building at the most adjacent rear corner of the primary building, and follow the rear roofline of the building, excluding any feature attached to the primary building, such as covered patios, bump outs, or other projections connected to the primary structure.
 - b. Extends the full width of the lot.

2. *Side yard measurement.*

- a. Only applicable under a Special Exception for corner lots.
- b. Side yard measurement shall begin at the most rear corner of the primary building closest to the side property line, then along the side of the building following the wall of the building to the front yard setback line for the property in the given zone, and then parallel to the front plane of the building to the side property line, then following the side property line to the rear yard.

10-34-3 Location of Accessory Buildings And Structures

- A. For setback purposes, measurements shall be taken from the foundation of the accessory structure to the property line or to foundation of the main dwelling or other building. Roof eaves and roof overhangs of one (1) foot or less are not included in the required setback.
- B. Unless placed on the ground on movable skids, accessory buildings and structures less than 200 square feet may not encroach onto any public utility or other easement. However, as the sole responsibility of the property owner, construction may occur within said easement if permission is granted from the utility companies and any other entity holding rights to public utility or other easements on the property.
- C. Dripline. In no case shall the roof of any building extend over or toward an adjacent property in a manner that will direct water from said roof onto an adjacent property regardless of permitted setbacks.

10-34-4 Architectural Standards

- A. Except for accessory buildings and structures in Agricultural Zones that are used for agricultural purposes, for any accessory structure 200 square feet or larger in size, all façades facing the street shall either match the main finish materials of the principal structure, including colors, and roof lines, or be finished with one or more of the following materials:
 1. Stucco, cementitious fiber board siding, brick, cedar shake shingles, or stone or synthetic/cultured stone.
 2. Non-street-facing sides of the accessory building shall be finished with either the same materials listed above, or prefinished and painted metal siding.
 3. Roofing shall be made of materials designed for such application and shall match the material and/or color of the main structure on the property, including: composition asphalt/fiberglass shingles, wood shakes, slate, tile, or similar appearing materials, standing seam metal roof systems and metal shingles. Galvanized metal surfaces, reflective surfaces, or reuse of materials that are not originally designed as an exterior wall or roof finish material are not permitted.
- B. Prohibited exterior materials for all accessory buildings and structures: Exposed plywood or particle board, or similar unfinished materials, and non-rigid materials (i.e., canvas, coated canvas, and similar).
- C. Accessory structure openings, such as a minimum of one windows, doors, or skylight, or other architectural opening feature shall be required on all elevations visible from the street.
- D. Accessory buildings and structures shall be maintained in such a manner as to not detract from the existing neighborhood. Setback areas between accessory structures and property lines shall be maintained in a weed- and debris-free condition.

10-34-5 Standards Unique To Building And Structures In Agricultural Zones

- A. Accessory buildings and structures used for agricultural purposes must be designed such that the primary function of the structure is the keeping of farm animals, and the storage of feed, farm equipment, etc., for the lot on which the building or structure is constructed. Floor plans must be provided to show that more than 60 percent of the building will be for agricultural purposes related to the property on which the structure is located.
- B. Agricultural structures with animals shall not be located within forty (40) feet of any residential dwelling. Chicken coops shall not be placed closer than 15' to the home on which the coop is located and no closer than 25' from a home on an adjacent lot.
- C. Agricultural structures may utilize such exterior building materials that are appropriate to the use.
 1. Accessory structures which qualify as agricultural structures, as per 10-34-5(A), are not subject to architectural regulations in this chapter; however, all roofing shall be non-reflective.
 2. Greenhouses are not required to match the building materials of the primary structure.

CHART 10-34 ACCESSORY BUILDING AND STRUCTURE DEVELOPMENT STANDARDS

ACCESSORY BUILDING AND STRUCTURE REQUIREMENTS			
	ACCESSORY BUILDING SIZE		
	SMALL	MEDIUM	LARGE 401 SF +
	<=200 SF	201 - 400 SF	
SETBACKS:			
Distance From Primary Structure	0'	5'	
In Rear Yard - From Side and Rear Property Line (Interior, NOT adjacent to street)	1' Min	3' Min if height is <= 16' See "Height" table below for buildings taller than 16'.	
Side Yard Adjacent to Street	1' Min if height <= 8' If height > 8' match primary building setback	Match required primary building setback	
From Any Building > 200 SF on Adjacent Lot	2' if height < 8'; 4' if height > 8'	6'	
From Accessory Building on Same Lot	0'	6'	
Front Yard	5' Behind Front Yard Setback for Primary Structure, and 5' Behind Front of Primary Structure		
Inside Yard - Between Front and Rear Yards	Same as Required for Primary Structure; When structure is in rear yard, see above, 'In Rear Yard'		

HEIGHT			
0 - 10,000 SF Lot	16'		
10,001 - 21,780 SF Lot	16'	25 feet or Height of Primary Structure, Whichever is Less. For every 1 foot of building height above 16 feet, 1 additional foot in interior side and rear yard setback is required, except when setback is adjacent to dedicated public or quasi-public open space.	25 feet or Height of Primary Structure, Whichever is Less. For every 1 foot of building height above 16 feet, 1 additional foot in interior side and rear yard setback is required, except when setback is adjacent to dedicated public or quasi-public open space.
21,781 + SF Lot	16'	25 feet or Height of Primary Structure, Whichever is Less. For every 1 foot of building height above 16 feet, 1 additional foot in interior side and rear yard setback is required, except when a setback is adjacent to dedicated public or quasi-public open space.	30 feet; For every 1 foot of building height above 20 feet, 1 additional foot in interior side and rear yard setback is required, except when setback is adjacent to dedicated public or quasi-public open space.
SIZE: (MAX TOTAL LOT COVERAGE FOR ALL STRUCTURES)			
0 - 6,000 SF Lot	15% of rear yard or 75% of footprint of home, whichever is less		
6,001 - 11,000 SF Lot	25% of rear yard or 75% of footprint of home, whichever is less		
11,001 - 21,780 SF Lot	25% of rear yard or 80% of footprint of home, whichever is less		
21,781 - 43,560 SF Lot	40% of rear yard or 125% of footprint of home, whichever is less		
> 43,560 SF Lot	40% of side and rear yards		

10-34-6 Special Exceptions

- A. In order to allow flexibility for specific unique circumstances addressed in subsection B below, an application for a special exception to specific requirements of this chapter may be approved. In determining the appropriateness and potential impacts of a special exception, additional mitigating requirements, conditions, and limitations may be imposed to prevent or minimize adverse effects on adjoining properties. These mitigating conditions may include, but are not limited to, the use, construction, operation, appearance, location, screening, and landscaping, as may be required as part of a special exception.
- B. *When allowed.*
 1. Application for a special exception to the provisions required for accessory structures as established by this chapter (10-34) shall only be allowed under the following circumstances:
 - a. The applicant's lot has unique characteristics which may include:
 - (1) Irregular lot shape (see definitions).
 - (2) Topography which creates a unique situation.
 - (3) Flexibility in determining side/rear/front yards.
 - (4) Lot adjacency to other commercial/industrial/open space land uses on at least two (2) sides of the property.
 2. When the use of the building is strictly for Agricultural purposes and the applicant can demonstrate the following:

- a. Absolute need for a higher, or larger building to accommodate equipment used specific to the property for agriculture.
3. Additional height of an accessory structure which is not intended for agricultural use shall be allowed for architectural purposes only.
4. In cases of required parking, if a rear yard does not allow for a two-car garage that accommodates the requirement for single-family parking, a structure no larger than 520 square feet shall be allowed for said use.
5. Corner lots as follows:
 - a. If the rear yard is less than twenty-five (25) feet.
 - b. For corner lots $\geq 10,000$ square feet:
 - (1) If the existing rear yard setback is more than twenty (20) feet shallower than the nearest adjacent interior lot with the same orientation, a special exception can be considered.
 - c. When a special exception for a corner lot is permitted, the applicant may include the rear and larger side yard in the calculation to determine the maximum size for an accessory structure. No additional exemptions are permitted with this exception for architectural (except agricultural), setback requirements.
 - d. Special exceptions for corner lots shall be approved by the Planning Director. The Planning Director may request Planning Commission consideration when extenuating conditions exist.
- C. The Planning Commission shall approve a special exception to the specific requirements of this chapter, except as provided in this chapter, with conditions and limitations as may be appropriate. Adjoining property owners shall receive notice of said hearing for a special exception no less than ten (10) days prior to the public hearing.
- D. The following shall be considered by the Planning Commission in determining the appropriateness of a special exception:
 1. The special exception does not materially impact the goals and policies of the City's General Plan.
 2. The special exception is not in conflict with adopted restrictive covenants governing the property.
 3. The proposed exception for the structure is in keeping with the development block pattern of the area.
 4. The special exception will not have an adverse effect upon public health, safety, or general welfare of the community.
 5. Additional height and size greater than the maximum allowed can be mitigated by:
 - a. Requiring additional setback from the property line or adjacent buildings.
 - b. Requiring all sides of the accessory structure to match the home or comply with 10-34-4(A)(1).
 - c. Requiring additional landscaping buffers and plantings to screen the building from adjacent properties.
 - d. Impacts to adjoining properties can be mitigated by adjusting architectural elements, i.e., reducing or eliminating doors, windows, etc. that are visible from adjoining properties and streets.
 6. The accessory structure does not violate the sight visibility triangle on corner lots.
 7. Other development requirements could be required that will further mitigate and are directly associated with the impact of the special exception.

8. In cases where an exception is requested due to an irregularly shaped lot, the Commission shall consider the following:
 - a. Whether the irregularity of the lot shape restricts, or limits the placement of an accessory structure compared to a regular lot of similar size.
 - b. It shall be the burden of the applicant to clearly demonstrate the hardship due to the shape of the lot.
 - c. The requested exception cannot be considered to exceed the size, or height of any accessory structure except as provided in this chapter.
 - d. Whether the impact of the exception will place an undue impact on adjacent properties which would not be typical if the lot was a regular shape.

ATTACHMENT C

10-29-26 Internal Accessory Dwelling Unit Regulation

In all residential and agricultural zones, unless a more restrictive standard has been adopted within this title, internal accessory dwelling units shall meet the following requirements:

- A. *Purpose.* It is the purpose of this section to establish regulations that control the use and construction of internal accessory dwelling units; to encourage individuals to become and remain homeowners by allowing limited opportunities for rental income; to allow the provision of security or services to owner-occupants of the dwelling; to provide options for structures designed as single-family dwellings to meet the needs of owner-occupants at a variety of stages in their life cycle; and to protect the stability of neighborhoods.
- B. *Number of internal accessory dwelling units per parcel.* An internal accessory dwelling unit (ADU) shall be allowed only on parcels containing a single-family dwelling with a lot size of 6,000 square feet or larger. No more than one internal ADU shall be allowed for a lot or parcel which also contains the single-family dwelling. An internal ADU shall not be allowed on a lot or within a dwelling unit that is part of an apartment building, dwelling group, or condominium project.
- C. *Occupancy.* The property owner, which includes titleholders, must occupy either the primary or accessory dwelling unit as their permanent and principal residence in order to qualify for an ADU.
 - 1. As long as the owner occupies the main dwelling or the ADU, then the other unit is allowed to be rented under this ADU provision.
 - 2. The owner is permitted to have a separate seasonal residence, but during the time away from the permanent residence, the owner is not allowed to rent out their vacant permanent residential unit. For the purposes of this subsection (C), the term "seasonal residence" shall mean living in another location for up to four months in one calendar year.
 - 3. The property owner shall conform to the definition of the term "family occupancy" as described in HCC chapter 10-3.
 - 4. Neither the single-family dwelling nor the internal ADU may be used or licensed as a residential vacation rental.
- D. *Appearance.* The appearance of the dwelling shall remain that of a single-family residence and not be altered with the exception of required egress windows from bedrooms or installation of an outside entrance.
- E. *Outside entrances.* The entrances to the internal ADU and main dwelling shall use existing entrances to the dwelling if possible. If a separate entrance is required to be installed to one of the units, it shall be by means of a door located on the side or rear of the building.
- F. *Location.*
 - 1. An internal ADU shall be directly adjacent to the livable space of the main dwelling or above an existing attached garage, although garages are not classified as livable space.
 - 2. The term "directly adjacent" means the internal ADU and the livable space of the home shall only be separated by a shared wall or floor, except when above attached garages.
- G. *Parking.*
 - 1. A single-family dwelling with an internal ADU shall have a minimum of four off-street parking spaces that meet the legal location and requirements for off-street parking for a

single-family dwelling, and one additional off-street parking space in the front or side yard for the internal ADU, such as a side yard parking slab or widened driveway. When parking for an internal ADU is provided in the front yard, it shall not extend further in front of the home than the existing garage but shall be placed to the side of the home. Tandem parking (or parking a vehicle behind another) in the driveway that leads to legal parking for the main unit may also be the means of providing parking if the tandem parking does not extend over the property line and the public sidewalk.

2. If an internal ADU reduces the required number of parking spaces for the residential use, such as the conversion of an attached garage into an internal ADU, additional parking spaces must be accommodated to meet the parking requirements of this title.

- H. *Compliance with building codes.* The internal ADU shall comply with all applicable building, health, and fire codes with special attention for existing buildings given to providing the required emergency access from bedrooms.
- I. *Business license required.* To ensure compliance with this Code, promote regular property maintenance, and report on moderate-income housing as required by Utah Code, the property owner must obtain an annual business license from the city before renting an internal ADU.

ATTACHMENT D - DRAFT ORDINANCE

ACCESSORY DWELLING UNIT ORDINANCE AMENDMENT

Title 10 of the Herriman City Code is hereby amended by adding Chapter 10-36 Accessory Dwelling Units, as follows:

CHAPTER 10-36 ACCESSORY DWELLING UNITS

10-36-1 Purpose

The purpose of this chapter is to regulate the proper development of attached, detached, and internal accessory dwelling units (ADUs) within the city.

10-36-2 Intent & Authority

The legislative intent of the City Council is based on the following findings:

- A. *Policy.* Herriman City's General Plan and Utah Code §10-9a-403 require strategies to promote moderate-income housing.
- B. *Community.* Accessory dwelling units provide affordable housing options, support aging in place, and optimize land use without altering neighborhood character.
- C. *Regulatory.* Industry best practices and policy guidance recommend streamlined permitting, owner occupancy, and design compatibility for ADUs.
- D. *Authority.* This ordinance is adopted pursuant to Utah Code Annotated §10-9a-101 et seq, is consistent with Herriman City Code Title 10, and advances public health, safety, and welfare.

10-36-3 Definition

- *Detached accessory dwelling unit (ADU):* A self-contained residential unit located on the same lot as a single-family dwelling, physically separated from the principal structure, and containing its own kitchen, bathroom, and sleeping facilities. Definition does not include accessory dwelling units that are internal or attached to the principal dwelling.
- *Owner occupant:* For the purposes of this chapter, "owner occupant" shall mean the following:
 1. An individual who is listed on a recorded deed as an owner of the property;
 2. Any person who is related by blood, marriage, or adoption to an individual who is listed on the recorded deed as an owner of the property; or
 3. An individual who is a trustor of a family trust who possesses legal ownership of the property.*(Cross-reference: HCC 10-3-5 "Accessory Building or Structure")*

10-36-4 Applicability

- A. *Location:* Detached ADUs shall be permitted in all zoning districts that allow single-family dwellings, including Agricultural Zones (HCC 10-9) and Residential Zones (HCC 10-10).
- B. *Subordinate:* Detached ADUs are accessory uses and shall remain subordinate to the principal dwelling. *(Cross-reference: HCC 10-16 Table of Uses; HCC 10-34 Accessory Buildings and Structures)*
- C. *Conflicting regulations:* If a regulation found in this chapter conflicts with an applicable regulation in the base zoning district, overlay district, or provision of general applicability, the regulation in this chapter shall take precedence.

10-36-5 Development Standards

- A. *Number of Units:* One detached ADU per lot, maximum.
 1. One detached ADU and one internal ADU may be approved on lots that contain ½ acre or more of property and comply with all applicable standards of this chapter and related provisions within this title.

- B. *Lot Size*: Minimum lot size shall be 6,000 square feet.
- C. *Maximum Floor Area*: The lesser of 1,000 square feet or fifty percent (50%) of the floor area of the principal dwelling.
- D. *Height*: Shall not exceed twenty-five (25) feet or the height of the principal dwelling, whichever is less.
- E. *Setbacks*:
 - 1. Rear yard: Ten (10) feet minimum.
 - 2. Side yard: Eight (8) feet minimum.
 - 3. Corner lots: Maintain clear sight triangle per HCC 10-29-51.
- F. *Design Standards*:
 - 1. Detached ADUs shall be constructed of materials and colors that complement the principal dwelling.
 - 2. *Roof*: Roof pitch shall be similar to the principal dwelling.
 - 3. *Windows*: Window placement adjacent to adjoining properties may be permitted to provide light and air, but shall be designed to protect privacy in compliance with the following requirements:
 - a. Window placement within the first floor of a DADU may be permitted upon compliance with applicable building codes.
 - b. Window placement within the second-floor, attic, or loft space of a DADU that has an exterior unobstructed view into an adjacent private residence or yard requires a minimum window sill height of 6 feet, measured from the elevation of the corresponding floor plate.
 - 4. *Developmental or architectural deviations*. The planning commission may approve deviations from one or more of the developmental or architectural standards provided in this chapter based on a finding that the proposed architectural style provides compensating design features that mitigate any reasonably anticipated detrimental impacts.
(Cross-reference: HCC 10-34 Architectural Standards)
- G. *Parking*:
 - 1. One (1) additional off-street parking space shall be provided for the detached ADU.
 - 2. Tandem parking is permitted.
(Cross-reference: HCC 10-24 Off-Street Parking)
- H. *Utilities*:
 - 1. Detached ADUs shall connect to municipal water and sewer services.
 - 2. Separate meters are optional.
- I. *Emergency access*: To ensure emergency access and delivery of public services to an ADU, the city shall:
 - 1. Assign and record a unique street address;
 - 2. Verify the street address is properly installed and plainly visible from one or more adjacent public or private right-of-ways;
 - 3. Require an improved pedestrian path from the adjacent public or private right-of-way to the ADU;
 - 4. If a fence encloses the property, ensure that pedestrian access from the adjacent public or private right-of-way is self-evident and unobstructed, except by a functional gate; and
 - 5. If deemed necessary by emergency personnel, require installation and maintenance of directional signage and appropriate illumination of the pedestrian path.
- J. *Owner occupancy*: The property owner shall reside in either the principal dwelling or the ADU as a primary residence.
 - 1. Property owner shall submit a legal affidavit for recording with the Salt Lake County Recorder, certifying that the property is the owner's primary residence and that the owner lives on the property.
 - 2. Upon receipt of a complaint regarding compliance with the requirements of this section, the property owner shall provide evidence to the city in the form of a driver's license, voter

registration, or tax documents that list the address of the subject property as the primary residence.

3. Exceptions for owner-occupancy may be granted for up to three (3) years with the provision of an on-site property manager during the temporary absence for the following reasons:
 - a. Medical, military, or religious reasons that temporarily prevent the property owner from occupying the property;
 - b. Placement in a hospital, nursing home, assisted living facility, or other similar facility that provides regular medical care, excluding retirement living facilities or communities.

3. *Short-term rental prohibited:*

1. Detached ADUs shall not be used as short-term rentals as defined in HCC 10-3-6.

Table 10-35 Dimensional Standards for Detached ADUs

Standard	Requirement
Minimum Lot Size	6,000 sq ft
Maximum Floor Area	1,000 sq ft or 50% of principal dwelling
Maximum Height	25 ft or height of principal dwelling
Rear Yard Setback	10 ft
Side Yard Setback	8 ft
Parking	1 additional off-street space

10-36-6 Permitting

- A. Upon request, a property owner or authorized agent may schedule an optional pre-application meeting with the Planning Department to discuss the ADU permit process and requirements.
- B. All detached ADUs shall be processed as a permitted use upon compliance with this chapter.
- C. A building permit shall be required, and the proposed building plans shall comply with applicable building, fire, and health codes.
- D. A business license shall be required if the detached ADU is rented for long-term occupancy. (*Cross-reference: HCC 10-5-9 Permitted Uses; HCC 10-5-22 Zoning Compliance Review*)

10-36-7 Additional Provisions

- A. Detached ADUs shall not be sold separately from the principal dwelling.
- B. Impact fees shall be assessed in accordance with City policy.
- C. Unless otherwise specified within this chapter, detached ADUs shall comply with all applicable provisions of Title 10, including Chapters 10-34 (Accessory Buildings and Structures) and 10-29 (Supplementary and Qualifying Regulations).

10.36.8 Conversion of Noncompliant Accessory Structures

Existing accessory structures that do not meet current building or zoning standards for new detached ADUs may be converted only if:

A. *Criteria for Approval*

1. Lawful Establishment: The structure was legally built in accordance with prior codes or approved permits prior to the adoption of this chapter.
2. Life-Safety Correction: All deficiencies necessary for safe habitation (structural stability, egress, fire safety) can be corrected without expanding the footprint or height beyond permitted limits.
3. No Increase in Nonconformity: Conversion does not worsen existing noncompliance with setbacks, lot coverage, or height.
4. Neighborhood Compatibility: The structure's location and design do not create unreasonable privacy, noise, or access impacts.
5. Utility Feasibility: Adequate water, sewer, and power connections can be provided without adverse impacts.

B. Criteria for Denial

1. Structure cannot be brought into compliance with minimum life-safety standards without substantial expansion.
 2. Conversion would result in significant detrimental impacts (e.g., blocking emergency access and severe privacy intrusions).
 3. Utilities or infrastructure cannot be reasonably provided.
- C. *Special Exception*. If compliance cannot be achieved without minor expansion or modification, the applicant may request a special exception from the Planning Commission, which may impose conditions to mitigate impacts.

10-36-9 Severability

If any provision of this ordinance is declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions.

10-36-10 Effective Date

This ordinance shall take effect upon publication.