



PLANNING COMMISSION AGENDA

Wednesday, June 03, 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 Discussion of Land Use Development Standards and Projects in Herriman – Michael Maloy, 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 May 06, 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. Review and consider a Conditional Use Permit for a commercial “Daycare/Preschool Center” located approximately at 14702 Marketplace Drive in the C-2 Commercial Zone.

Applicant: Alex Dahlstrom, Academy Market Holdings, LLC (property owner)

Acres: 1.74

File No: C2026-070

4.2. Review and consider a Preliminary Subdivision Amendment for the Mountain View Plaza Subdivision located approximately at 5117 W Miller Crossing Drive in the C-2 Commercial Zone.

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

Acres: ±6.0

File No: S2026-056

5. Chair and Commission Comments

6. Future Meetings

6.1. Next City Council Meeting: June 10, 2026

6.2. Next Planning Commission Meeting: July 1, 2026

7. 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 the 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, Angela Hansen, 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 28th day of May 2026 /s/ Angela Hansen, Deputy City Recorder



PLANNING COMMISSION MINUTES

Wednesday, May 06, 2026

Draft Pending Formal Approval

The following are the minutes of the Herriman Planning Commission meeting held on **Wednesday, May 06, 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: Darryl Fenn, Andy Powell, Jackson Ferguson, Heather Garcia, Adam Jacobson, Alternate Forest Sickles, Alternate Preston Oberg

Excused: Brody Rypien

Staff Present: Planner II Amanda Hamilton, Deputy Recorder Angela Hansen, Planner I Laurin Hoadley, Communications Manager Jon LaFollette, Staff Engineer III Josh Petersen, Planning Director Michael Maloy, and Commander-Operations Brent Adamson

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

Chair Andrea Bradford called the meeting to order at 6:07 p.m.

1. Commission Business

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

Planning Director Maloy reported that the second City Council meeting in April was canceled due to several council members attending the Utah League of Cities and Towns training in St. George. There was also no fifth Wednesday meeting in April. He noted that the Community Development draft budget was scheduled to be presented to the City Council the following week for discussion, and that he would be seeking council direction on funding minor updates to the General Plan within the upcoming budget cycle.

1.2. Review of Agenda Items – Planning Staff

Planning staff previewed the three conditional use permit applications on the evening's regular meeting agenda.

Item 4.1 - Planner Hamilton described the application as a standard convenience store and gas station that had been cooperative in meeting all engineering and code requirements. The only outstanding item was the addition of a bicycle rack, which was included as a condition. Commission members briefly discussed the site access from 118th Street, noting that full access had already been approved with the original plat, and a question was raised about whether medians on 118th were anticipated. Staff Engineer Petersen indicated he was not aware of any current plans for medians.

A separate concern was noted regarding the absence of a fence separating the adjacent school property from the C-2 commercial zone, which had reportedly been represented as existing at the time of the Master Development Agreement (MDA) approval. Planning Director Maloy committed to following up on that issue, acknowledging it was not directly related to the current application.

Item 4.2 - Planner Hamilton explained that Rocky Mountain Power had relocated transmission poles near the corner of Redwood Road and Porter Rockwell Boulevard prior to obtaining city approval, having assumed the work qualified as maintenance rather than a relocation triggering conditional use review under the city's 45-kilovolt threshold. Upon being contacted by the city, the applicant immediately ceased construction, filed an application the same day, and cooperated fully with the engineering department. The relocation adjusts the orientation of the lines to a straighter angle to accommodate the ongoing expansion of the Camp Williams substation. Commission members discussed whether such high-voltage transmission lines should require city approval at all, given that they cannot be placed underground and are typically constrained where they can go. Staff noted the city's original intent was to discourage proliferation of overhead utilities, though members acknowledged the practical limitations for transmission-level infrastructure.

Item 4.3 - Planner Hoadley presented the application for Adapt Brazilian Jiu-Jitsu, which proposed to occupy a tenant space in the Bellevue vertical mixed-use development near the Salt Lake Community College campus. The building shell had already been approved and constructed; the martial arts use had in fact been contemplated as far back as the November 2022 planning documents, though the conditional use permit had not been obtained with the original approval. The applicant's building permit application triggered the city's identification of the oversight. She noted the application was straightforward, and the tenant representative had indicated she did not anticipate needing to attend the evening meeting.

1.3. Review and Discuss Land Development Codes, Standards, Policies, Best Practices, and Potential Amendments to Ensure Compliance with State and City Codes – Michael Maloy, Planning Director

Planning Director Maloy led an extended work session discussion on the relationship between the city's General Plan land use designations and its zoning ordinance, with the goal of priming discussion around potential General Plan amendments as the plan approaches its five-year anniversary (adopted in 2022).

He presented the General Plan's land use district categories, noting that they are intentionally distinct from zoning nomenclature and are meant to convey a vision rather than serve as a regulatory document. He explained that several land use districts originally recommended to the Planning Commission had been consolidated by the City Council during the final adoption process.

The discussion that followed centered on a comparison between General Plan designations and actual zoning types. Commissioner Jacobson raised a recurring concern that the city's zoning map presents a picture of commercial land that does not accurately reflect reality. A significant portion of land shown as commercial or mixed-use on the zoning map is in fact occupied by schools, churches, civic institutions, and other non-commercial uses. Commissioner Jacobson argued that this misrepresentation could lead to inaccurate assessments by both city decision-makers and private developers evaluating the market, potentially distorting perceptions of commercial viability and competition.

Commissioner Jacobson noted specific examples, including a school that remained zoned commercial despite being built, and the Cove neighborhood, which was zoned FR-1 (Forestry/Recreational) despite being developed as a residential community—creating practical problems whenever residents sought building permits for additions. He also pointed to FR-5 zoning, which exists in the city essentially only to accommodate the Cove's fishpond.

The Commission discussed the merits of creating a dedicated civic zoning district to accurately reflect land occupied by schools, churches, universities, and city-owned properties. Commissioner Oberg suggested that while a civic zone could be valuable, an existing land use map that is distinct from both the General Plan and the zoning map might be the most practical immediate step, showing how land is actually being used regardless of its official zoning designation. Planning Director Maloy confirmed that such a map had been produced by the city's consultant (FFKR) during the General Plan process but was now five years out of date given the volume of rezonings and subdivisions that had occurred since.

Commissioner Fenn and others questioned whether there was any recognized standard for the balance of land use types in a healthy community. Planning Director Maloy noted there is no industry-wide standard, but that a useful exercise would be to compare Herriman's land use percentages against broader Salt Lake County figures to identify where the city may be under- or over-represented in certain categories and evaluate whether that reflects local values or represents an opportunity or gap.

Commissioners Oberg and Jacobson also raised the question of the tax-generating capacity of commercial land, noting that not all commercial uses produce sales tax revenue citing banks, credit unions, car washes, and personal instruction services as examples and that understanding the breakdown of productive versus non-revenue commercial uses could sharpen the city's planning and economic development strategy.

Planner Hamilton offered perspective from her private-sector experience, noting that the primary obstacle to commercial development over the past two years had been the high cost of land in the region, with some Utah County valuations approaching those of major metro markets like Chicago making it extremely difficult to obtain underwriting or financing for traditional mixed-use projects. Residential

development, she explained, has been the only product type consistently able to pencil out financially in the current environment.

Commissioner Fenn corroborated this, sharing that a potential development partner had talked himself out of a project after determining he would need to charge \$35–\$40 per square foot in rent, which the local market could not support.

Planning Director Maloy summarized several action items emerging from the discussion: producing an updated current land use inventory with percentage analysis by category; exploring the creation of additional zoning districts such as a civic zone to more accurately reflect actual land use; and inviting an economic development professional to present to the Commission on current commercial market analysis tools and methodologies. He indicated these items would be brought forward at a future work meeting.

2. Adjournment

Commissioner Sickles moved to adjourn the meeting at 7:01 p.m. Seconded by Commissioner Garcia and all voted aye.

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

Chair Andrea Bradford called the meeting to order at 7:06 p.m.

3. Call to Order

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

Abigail Rowley led the audience in the Pledge of Allegiance.

3.2. Roll Call

Full Quorum Present

3.3. Conflicts of Interest

No conflicts were reported.

3.4. Approval of Minutes for the April 01, 2026 Planning Commission Meeting

Commissioner Garcia motioned to approve the Minutes for the April 01, 2026 Planning Commission meeting; Commissioner Jacobson 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 Approval of a Conditional Use Permit for a 7-11 Convenience Store and Gas Station Located Approximately at 11833 S Teton Falls Lane in the C-2 Commercial Zone.

Applicant: Elliott Smith, TerraForm Companies, LLC (authorized agent)

Acres: ±1.56

File No: C2026-041

Planner Hamilton presented the application for a 7-11 convenience store and fuel station located within Lot 4 of the Teton Commercial Subdivision, within the C-2 Commercial Zone. The proposed structure is just under 5,000 square feet, with parapets not exceeding 24 feet in height and a fuel canopy proposed at 17 feet. Primary access is from Teton Falls Lane. Required parking, setbacks of 20 feet, and the 60 percent minimum brick and stone facade requirement were all met. The MDA permits up to 40 percent stucco with the remaining balance in metal or other durable materials, which the applicant has utilized. The master developer has provided a signed letter of approval for the building elevations and landscaping. The Engineering Department reviewed the application and had no significant comments. The one outstanding item was the installation of a bicycle rack consistent with the MDA, which staff proposed as a condition.

The applicant's representative, Jonathan Taylor, stated the applicant had no additional comments.

*Commissioner Garcia moved to approve item 4.1 **Review and Consider Approval of a Conditional Use Permit for a 7-11 Convenience Store and Gas Station Located Approximately at 11833 S Teton Falls Lane in the C-2 Commercial Zone with staff’s recommendations 1. Acknowledge and address all comments from other agencies. 2. Include a bicycle rack per the Teton Commercial Master Development Agreement. Location to be approved on the site improvement plans prior to installation. 3. Comply with all design details and requirements within the Teton Commercial Master Development Agreement.***

Commissioner Ferguson seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

4.2. Review and Consider Approval of a Conditional Use Permit to Relocate Existing Transmission Lines and Four Transmission Utility Poles Located Approximately at the Corner of Redwood Road and Porter Rockwell.

Applicant: Brad Knoles, Rocky Mountain Power (authorized agent)

Acres: ±60

File No: C2026-051



Planner Hamilton presented the application on behalf of Rocky Mountain Power. The project involved the relocation of existing 345-kilovolt transmission lines and the installation of four new pole locations — designated 1, 2, 2A, and 3 — across the C-2 and A-1/43 zones near the Camp Williams substation at the corner of Redwood Road and Porter Rockwell Boulevard. She reiterated for the record that the poles had already been erected prior to the application being filed, as Rocky Mountain Power had initially characterized the work as maintenance. Upon contact from city staff, the company immediately ceased work and filed an application the same day. Planner Hamilton described Rocky Mountain Power as cooperative throughout the review, including hosting a meeting with city staff to address questions about the relocation. The purpose of the relocation was to improve the angular alignment of the transmission lines as they enter the substation, in anticipation of future capacity expansion at the facility. Staff found the application to be in compliance with the city's public utility standards and conditional use requirements. Engineering staff have conducted multiple reviews and raised no concerns.

Applicant Richard Bardauskas of Rocky Mountain Power appeared before the Commission. In response to a commissioner's question, he clarified that Pole 3 at the corner of Porter Rockwell and Redwood was an existing pole that required replacement due to the change in conductor orientation; the new pole was set within approximately 10 feet of the existing one, in alignment with the existing infrastructure, with the deviation from Redwood Road increasing further north as the lines approached the substation.

*Commissioner Sickles moved to approve item 4.2 **Review and Consider Approval of a Conditional Use Permit to Relocate Existing Transmission Lines and Four Transmission Utility Poles Located Approximately at the Corner of Redwood Road and Porter Rockwell with staff’s recommendations 1. Acknowledge and address all comments from other agencies. 2. Provide any addition deliverables requested by the City Engineer.***

Commissioner Jacobson seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

4.3. Review and Consider Approval of a Conditional Use Permit for a Personal Instruction Service (i.e., a Brazilian Jiu-Jitsu Gym) Located at 14352 S Via Molvero Way, Suite D, in the MU-2 Mixed Use Zone.

Applicant: Bruno Lopes (authorized agent, business owner)

Square Feet: ±1,987 (gross square footage)

File No: C2026-059

Planner Hoadley presented the application for Adapt Brazilian Jiu-Jitsu, a personal instruction use proposed as a tenant finish within Suite D of an existing shell building at the Bellevue vertical mixed-use development, located near the Salt Lake Community College campus. The building had previously received Planning Commission approval, and the martial arts use had been contemplated in site plans dating to 2022. The applicant had applied for a building permit for the tenant finish, at which point staff identified the need for conditional use approval and paused permit review. The space was approximately 1,987 square feet. Parking analysis indicated approximately 10 stalls would be required and adequate shared parking existed on the site. The conditional use category of personal instruction service encompassed uses such as dance studios and martial arts gyms, all of which were characterized as having comparable and modest impacts on the surrounding area.

In response to a commissioner's question regarding restroom access, Planner Hoadley confirmed that a building permit for restrooms associated with the space was currently pending, and that restroom access would be resolved either through shared facilities or internal construction as part of the tenant finish, subject to building code requirements.

*Commissioner Garcia moved to approve item 4.3 **Review and Consider Approval of a Conditional Use Permit for a Personal Instruction Service (i.e., a Brazilian Jiu-Jitsu Gym) Located at 14352 S Via Molvero Way, Suite D, in the MU-2 Mixed Use Zone.***

Commissioner Sickles seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

5. Chair and Commission Comments

6. Future Meetings

- 6.1. Next City Council Meeting: May 13, 2026
- 6.2. Next Planning Commission Meeting: May 20, 2026

7. Adjournment

Commissioner Jacobson moved to adjourn the meeting at 7:21 p.m. Seconded by Commissioner Garcia and all voted aye.



I, Angela Hansen, Deputy City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on May 06, 2026. This document constitutes the official minutes for the Herriman City Planning Commission Meeting.

Angela Hansen

*Angela Hansen
Deputy City Recorder*



STAFF REPORT

DATE: June 3, 2026

TO: Planning Commission

FROM: Amanda Hamilton, Planner II

SUBJECT: Consideration and approval of a Conditional Use Permit request for a “Daycare/Preschool Center” land use on property located at 14702 Marketplace Drive, in the C-2 Commercial Zone.
Applicant: Alex Dahlstrom (authorized agent, & property owner)
Acres: ±1.74
File No: C2026-070

RECOMMENDATION:

Staff recommends the Commission approve the following findings:

- Subject to compliance with staff recommendations, the proposed site plan and land use comply with the following:
 - a. The proposed use complies with the Conditional Use standards.
 - b. The proposed use complies with all other zoning ordinance requirements.

Staff recommends **approval** of a Conditional Use Permit for a *Preschool Center* use on property located at 14702 Marketplace Drive, in the C-2 Commercial Zone, with the following requirements:

1. Receive and agree to all recommendations from other agencies.
2. Obtain and maintain a business license as required by the City of Herriman.
3. Obtain and maintain a business license as required by the Utah Department of Health and Human Services (DHHS) Office of Licensing (*if applicable*).

ISSUE BEFORE COMMISSION:

Based on the enclosed findings and recommended conditions, should the Planning Commission approve the proposed Conditional Use for a Preschool Use located at 14702 Marketplace Drive in the C-2 Commercial Zone (see Attachment B – Vicinity Map)?

The Commission’s primary issue is to determine whether the proposal complies with the applicable standards found in Chapter 10-29-18 Daycare and Preschools of the Herriman City Code (HCC):

A daycare or preschool center, as defined in HCC Chapter 10-3, shall be subject to the following conditions:

- A. *Compatibility.* A daycare/preschool center located within an existing building shall be compatible with existing and proposed land uses located on the same lot. New construction shall be compatible in design and scale with existing development within the same area.
- B. *State approval.* A daycare/preschool center shall be approved as required by the state Department of Social Services.
- C. *Parking.* Parking, pickup, and delivery areas shall be provided as required by HCC Chapter 10-24.
- D. *Frontage.* In any zone, except the R-M, C-1, C-2, or M-1 zones, the lot on which a daycare/preschool center is located shall have frontage on a street with an existing right-of-way of 80 feet or greater.

If approved by the Planning Commission with any required conditions, the applicant will continue working with staff to make all necessary corrections before any permits are issued.

BACKGROUND & SUMMARY:

On behalf of Avonlee Preschool, the applicant has requested consideration and approval of a “Preschool Center” land use at 14702 Marketplace Drive.

Avonlee Preschool believes in providing children with a nurturing and stimulating environment that fosters their natural curiosity and love of learning. Their curriculum is designed to encourage exploration, creativity, and independence, while also promoting social-emotional development and academic readiness.

Avonlee Preschool has been operating in Herriman as an approved Home Group Instruction (Preschool Use) since October 2022 (see Attachment D – File No. C2022-135 Home Group Instruction Approval Letter). This new location will allow four (4) new classrooms with a capacity for 15 children maximum in each classroom (totaling a maximum of 60 preschool children). Based on age and program, drop-off times and pickup times may vary throughout the day. The applicant stated that four to six employees (maximum) will be present within the facility at any given time, dependent on the required student-to-adult ratio adopted by the State.

According to HCC Chapter 10-16 (Table of Uses), a commercial preschool in the C-2 Zone requires Planning Commission approval of a Conditional Use Permit. The requested use will operate in Building 35Q of Academy Village Pod 35 (see Attachment E – File No. S2024-100 Preliminary Plat Amendment for Academy Village Pod 39) and occupy 2,662 square feet, or 45%, of the building’s 5,977 gross square footage (see Attachment C – Site & Floor Plans).

DISCUSSION:

ENGINEERING REVIEW

Staff Finding: The Engineering Department has reviewed the proposed site plan and identified no issues.

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

Consistent with the applicable objectives, goals, and policies of the General Plan

Staff Finding: The General Plan designates the subject property as “General Retail,” which is defined as development that attracts customers citywide and the surrounding region. Per Table 6.2.2: Future Land Use (FLU), the C-2 Zone is consistent with the General Retail Category.

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.**

Staff Finding: Preschool Centers are required to provide 4 parking spaces, plus 1 space per 500 square feet of floor area (5 spaces are required for the proposed 2,662 sq ft). The proposed site plan shows more than 35 parking spaces in the rear drop-off area. In addition to this area, ample shared parking is available outside of the proposed north-east entrance. Engineering reviewed the potential stacking and the proposed drop-off traffic flow and determined that any potential stacking will not impact primary site traffic access or typical flow. As such, the staff finds the proposal satisfies this requirement.

- 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.**

Staff Finding: The proposal does not require any additional demand or modifications to the existing services provided to the site. Therefore, the services provided to the site are adequate to meet the demand of the proposed uses.

- c) **Detrimental effects on connectivity and safety for pedestrians and bicyclists.**

Staff Finding: Pedestrian access and connectivity are already available on-site, as the requirements for pedestrian access were addressed during the initial site plan approval.

- 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.

Staff Finding: Staff have not identified any environmental impacts.

- 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 groundwater, sensitive lands, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.**

Staff Finding: Staff have not identified any environmental impacts. Concerns regarding waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, high groundwater, sensitive lands, and environmental health hazards have been addressed by the applicant or are not expected to have an impact.

- f) **Detrimental effects of modifications to or installation of signs and exterior lighting that conflict with neighborhood compatibility.**

Staff Finding: No signs are included in this proposal. Lighting fixtures shall comply with City standards and be shielded from neighboring properties or adjacent traffic.

- 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.**

Staff Finding: Tenant improvements will focus on the interior of the structure; however, additional modifications to pedestrian entrances have been proposed. These modifications match the materials, color, and character of the existing doors and window framing. Therefore, the staff finds there will be no detrimental impacts on the existing design or site characteristics.

- h) **Detrimental effects on the tax base and property values.**

Staff Finding: Approval of the proposal will not impact the City's tax base or property values. However, the approval of this proposal will provide new jobs within the City.

- i) **Detrimental effects on the current level of economy in governmental expenditures.**

Staff Finding: The City is not providing any economic incentives for the proposed use, and the use will not impose any negative impacts on governmental expenditures.

- j) **Detrimental effects on emergency fire service and emergency vehicle access.**

Staff Finding: The appropriate agencies have reviewed the proposed use and found no detrimental impacts on the site for emergency and fire services and access.

k) Detrimental effects on usable open space.

Staff Finding: The proposal will not impact any usable open space on or near the site.

l) Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.

Staff Finding: Upon review of city records, staff have not identified any outstanding compliance issues related to the site or the existing structure.

In conclusion, staff determined that the applicant's request (with conditions) is consistent with applicable standards and recommends Planning Commission approval, subject to conditions.

ALTERNATIVES:

The Planning Commission may consider the following alternatives:

Alternatives	Recommendation	Considerations for Alternative	Considerations against Alternative
Approve proposal as submitted		Approval facilitates additional uses and job creation in the area	
Approve proposal with conditions	Yes	Approval with conditions facilitates job creation and quality services in the community	Staff has not identified any issues that warrant additional conditions
Postpone proposal (with or without date)		Commission may identify additional issues that warrant further research and review. A motion to postpone should identify any additional information required	Staff has not identified any issues that warrant postponement
Deny proposal		Commission may deny the proposal based on findings relative to the applicable standards	Staff has not identified any findings that warrant denial

ATTACHMENTS:

- A. Application
- B. Vicinity Map
- C. Site & Floor Plan
- D. File No. C2022-135 Home Group Instruction Approval Letter
- E. File No. S2024-100 Preliminary Plat Amendment for Academy Village Pod 39



Conditional Use Application

PROPERTY INFORMATION			
Property Address: 14702 Marketplace Dr, Herriman, UT 84096			
Parcel Numbers: 33074280260000			
Acres: 1.74	Proposed building square footage: 2,715		
Request: <i>PRESCHOOL / DAYCARE</i>			
APPLICANT INFORMATION			
Name of Applicant:	<i>Academy Market Holdings, LLC</i>		
Address of Applicant:	[REDACTED]		
Email of Applicant:	<i>[REDACTED]</i> @wasatchcommercial.com	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) Infinity Consultants			
Email of Engineer:	[REDACTED]	Phone of Engineer:	[REDACTED]
Architect: (if applicable)			
Email of Architect	Phone of Architect:		
Property Owner: (if not listed above)			
Email of Owner:	Phone:		
OFFICE USE ONLY			
Date Received:	Received By:	File Number:	Fee:
Zone:	Assigned Planner:		Receipt #

APPLICANT'S AFFIDAVIT

State of Utah)
City of Herriman)

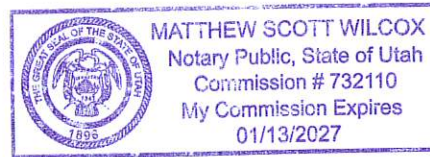
I (we), John Dahlstrom, being duly sworn, depose and say that I (we) am (are) the owner(s) or authorized agent(s) of owner, of property involved in the attached application and that the statements and answers contained herein in the attached plans and other exhibits thoroughly, to the best of my (our) 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 [Signature]

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 18 of MAY, in the year 2026, before me MATT WILCOX, personally appeared JOHN DAHLSTROM, proved to me through satisfactory evidence of identification, which was DRIVERS LICENSE, to be the person whose name is signed on the preceding document in my presence.

[Signature]
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

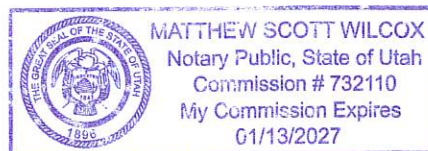
I (we), John Dahlstrom, the owner(s) of the real property at [Redacted] Herriman, Utah, do hereby appoint Alex Dahlstrom as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize Alex Dahlstrom to appear on my (our) behalf before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

Signed [Signature]

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 18 of MAY, in the year 2026, before me MATT WILCOX, personally appeared JOHN DAHLSTROM, proved to me through satisfactory evidence of identification, which was DRIVERS LICENSE, to be the person whose name is signed on the preceding document in my presence.

[Signature]
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>AD</u>	Conditional Use Application, including a description of the proposed use and the appropriate fee		
Initial <u>AD</u>	A statement by the applicant demonstrating how the conditional use permit request meets the approval standards (See attached)		
<u>AD</u>	Site Plan submittal information (Land Development Code 10-5-12), which includes:		
Site plan showing the following:			
Initial <u>AD</u>	All infrastructure and development facilities related to the project located within two hundred fifty feet (250') of the site boundary		
Initial <u>AD</u>	Layout, dimensions, and names of existing and future road rights-of-way		
Initial <u>AD</u>	Project name, north arrow, and tie to a section monument		
Initial <u>AD</u>	The boundary lines of the project site with bearings and distances		
Initial <u>AD</u>	Layout and dimensions of proposed streets, buildings, parking areas, and landscape areas		
Initial <u>AD</u>	Location, dimensions, and labeling of other features such as bicycle racks, dumpsters, trash cans, fences, signage, and mechanical equipment		
Initial <u>AD</u>	Location of man-made features including irrigation facilities, bridges, railroad tracks, and buildings		
Initial <u>AD</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>AD</u>	Identification of property, if any, not proposed for development		
Grading and drainage plan showing the following:			
Initial <u>AD</u>	North arrow, scale, and site plan underlay		
Initial <u>AD</u>	Topography contours at two foot (2') intervals		
Initial <u>AD</u>	Areas of substantial earth moving with an erosion control plan		
Initial <u>AD</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>AD</u>	Location of any designated FEMA floodplain and/or wetland boundaries;		
Initial <u>AD</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>AD</u>	North arrow, scale, and site plan underlay		
Initial <u>AD</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>AD</u>	Minimum fire flow required by the Building Code for the proposed structures, and fire flow calculations at all hydrant locations		
Initial <u>AD</u>	Location and dimensions of all utility easements		
Initial <u>AD</u>	A letter from each utility provider, other than the City, addressing the feasibility and their requirements to serve the project;		
Initial <u>AD</u>	Landscaping plan, consistent with the requirements of chapter 23 of this title		
Building elevations for all buildings showing the following:			
Initial <u>AD</u>	Accurate front, rear, and side elevations drawn to scale		
Initial <u>AD</u>	Exterior surfacing materials and colors, including roofing material and color		
Initial <u>AD</u>	Outdoor lighting, furnishings, and architectural accents		
Initial <u>AD</u>	Location and dimensions of proposed signs		
Initial <u>AD</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>AD</u>	Any agreements with adjacent property owners regarding development of the site		
Initial <u>AD</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>AD</u>	A traffic impact analysis, if requested by the Planning Commission or City Engineer		
Initial <u>AD</u>	Warranty deed and preliminary title report or other document showing the applicant has control of the property		
Initial <u>AD</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.



MU-2

R-20-43

C-2

College View Dr

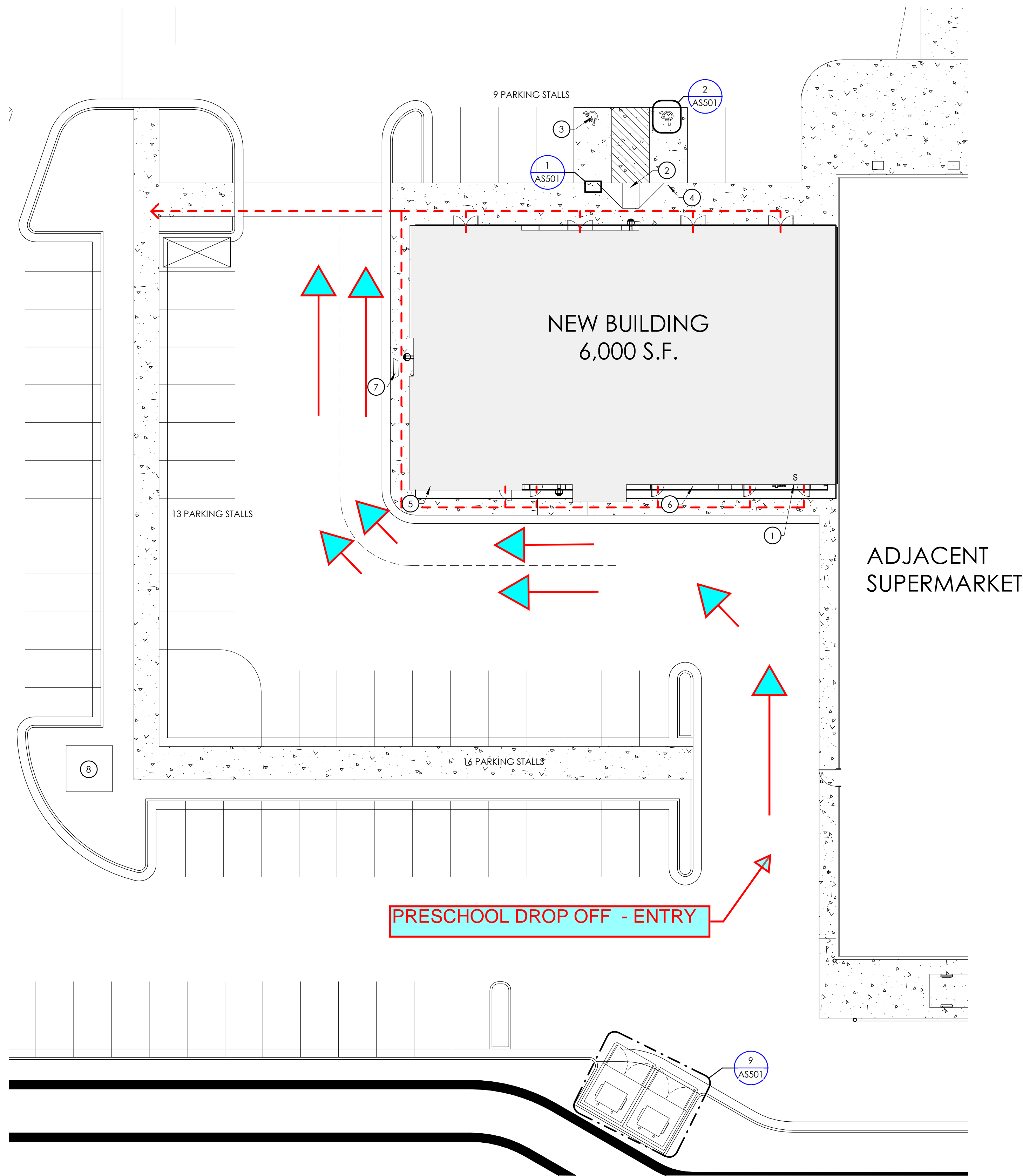
Marketplace Dr
Real Vista Dr

Mountain View NB Hwy

MU-2

0-43

Mountain View SB Hwy



SITE PLAN GENERAL NOTES

1. COORDINATE WITH SEPARATE SITE/CIVIL PACKAGE FOR LIMITS OF CONSTRUCTION, ALL GRADING, SITE WORK, UTILITY CONNECTIONS, RETAINING WALLS, LANDSCAPING, PLANTING, AND IRRIGATION INFORMATION SHOWN HERE IS SCHEMATIC
2. SEE LANDSCAPING DRAWINGS FOR PLANTING AND IRRIGATION - INFORMATION SHOWN HERE IS SCHEMATIC
3. SEE MEP DRAWINGS FOR UTILITY CONNECTIONS - INFORMATION SHOWN HERE IS SCHEMATIC
4. DIMENSIONS ARE FROM BACK OF CURB UNLESS OTHERWISE NOTED.
5. CONNECT ALL PRIMARY ROOF DRAINS TO UNDERGROUND DISCHARGE SYSTEM. COORDINATE WITH CIVIL DRAWINGS.

SHEET NOTES

NOTE: THESE NOTES APPLY TO THIS SHEET ONLY.

- 1 KNOX BOX - COORDINATE EXACT LOCATION WITH FIRE MARSHAL
- 2 ADA COMPLIANT CURB CUT - COORDINATE WITH CIVIL
- 3 ADA STRIPING SYMBOL
- 4 ADA PARKING SIGN
- 5 GAS METER
- 6 METER SECTION / MAIN SERVICE DISCONNECT
- 7 PROPOSED LOCATION FOR DRIVE THROUGH MENU BOARD. PROVIDE UNDER GROUND CONDUIT TO THIS LOCATIO
- 8 TRANSFORMER

sheet information:

revisions:

num.	description	date

date: 15 DECEMBER 2020

project number: 20086

project status: PERMIT SET

original drawing is 24" x 36"

current as of: 12/15/2020 10:18:34 AM

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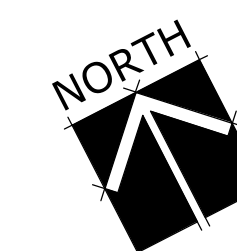
COPYRIGHT © 2019 BABCOCK DESIGN

stamp:

project information:

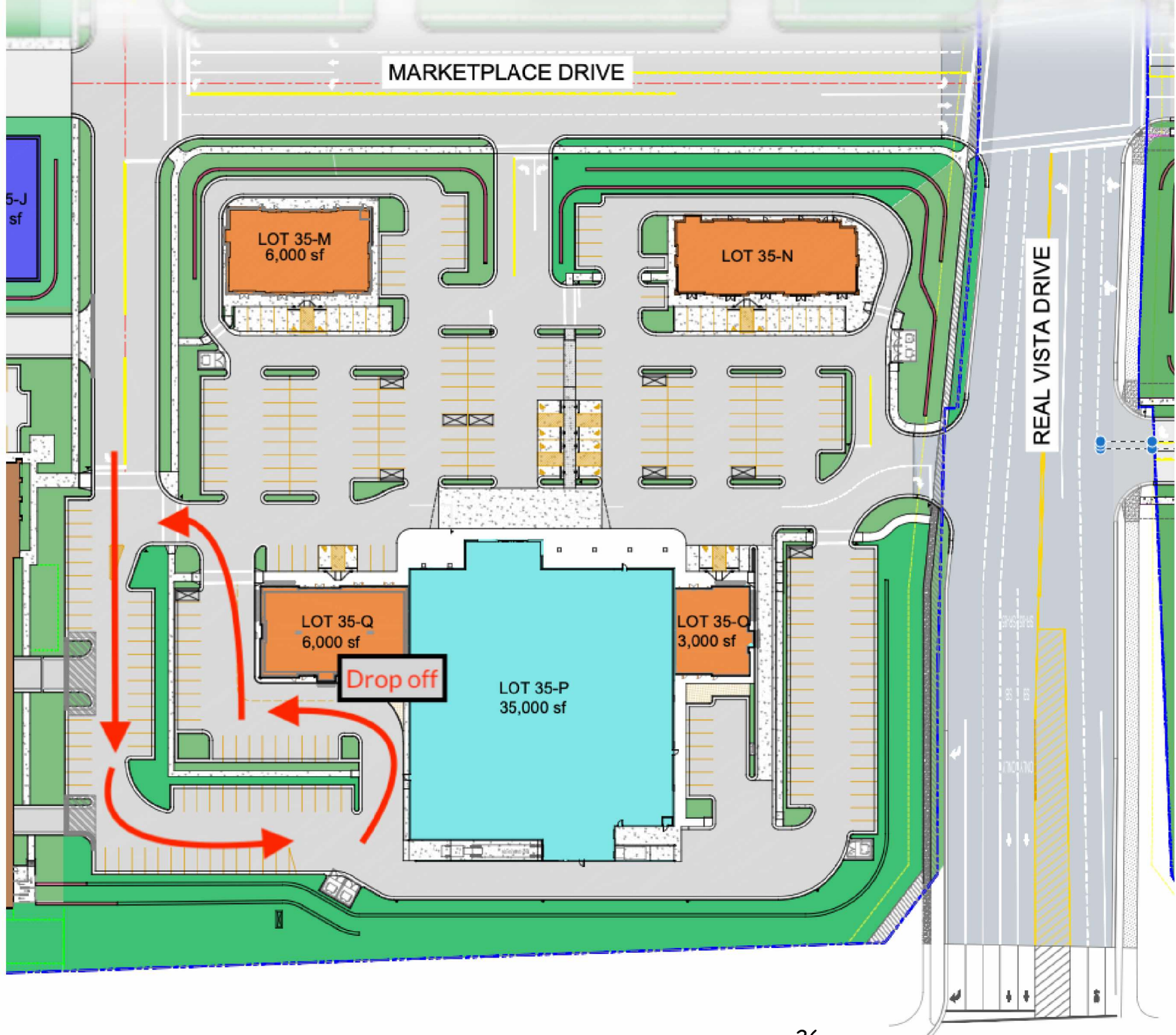
ACADEMY VILLAGE RETAIL - BLDG 35Q
 for
 WASATCH GROUP
 SOUTH HILLS, POD 35Q,
 HERRITMAN, UT 84302

1 | SITE PLAN
 1/16" = 1'-0"



sheet number:

AS101



MARKETPLACE DRIVE

REAL VISTA DRIVE

LOT 35-M
6,000 sf

LOT 35-N

LOT 35-Q
6,000 sf

LOT 35-Q
3,000 sf

Drop off

LOT 35-P
35,000 sf

5-J
sf



October 11, 2022

Wendy Cooper



Re: Avonlee Preschool (C2022-135)

Dear Wendy Cooper:

The application for a Home Group Instruction known as **Avonlee Preschool** on property located [REDACTED] was approved by the Planning staff on October 11, 2022. The approval is subject to the following standards:

1. Comply with recommendations from other agencies, i.e. Fire Department, Health Department.
2. Subject to a review upon complaint.
3. Signage is limited to 3 square feet attached to and parallel to the dwelling.
4. Obtain a business license.
5. Two additional employees are approved with this application provided that there is an off-street parking space provided for each additional employee.
6. Drop-off and pickup times are scheduled to mitigate traffic congestion and performed in driveway.
7. No on-street parking is allowed.
8. The operator shall be a bona fide resident of the premises.
9. Maximum of twelve (12) children allowed per session (two sessions per day).
10. Home Group Instruction shall be conducted only between the hours of Seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M.
11. The permitted use must be fully compliant with all provisions of Herriman City Code, including ***Title 10 Chapter 22: Home Occupation Standards***.

If you have any questions please contact the Planning Department during regular business hours.

Sincerely,

Sheldon Howa
Planner II
planning@herriman.org

10-22-5: Home Occupation Standards

- A. Accessory Buildings: Home occupations may not be operated out of an accessory structure except as provided for in 10-22-5(E) and 10-22-6.
- B. Business License: Approval of a home occupation shall not relieve a person from obtaining a City business license as required by this Code.
- C. Employees: Home Occupations may have up to (2) employees who do not reside in the home. One off-street parking spot on the premise shall be provided for each employee. The residential driveway (including garage) may be used provided that each of the vehicles of the occupants of the single-family home can be parked off-street.
- D. Fire Inspection: Every facility used in a home occupation may be inspected by the Fire Department prior to initial use and shall meet Fire Department standards at all times.
- E. Inventory: Products associated with a home occupation may be kept on the premises provided that storage of such items shall be inside the dwelling or an accessory structure located on the premise and shall be limited to a maximum of two hundred fifty (250) cubic feet.
- F. Modification Of Structures: There shall be no visible evidence from the exterior of a dwelling indicating any use other than for a dwelling.
- G. Neighborhood Disturbance: A home occupation shall not alter the residential character of the premises or unreasonably disturb the peace and quiet of the neighborhood by reason of construction, dust, electrical or electromagnetic wave interference, fumes, lighting, noise, odor, smoke, sounds, traffic, vibration, or other causes.
- H. Parking: Additional parking may be created in areas customarily associated with parking. Parking shall not be created in front of the home's living space or in front or side yard opposite of the home's existing attached garage.
- I. Product Display: There shall be no external display of products or merchandise.
- J. Promotional Meetings: Promotional meetings for the purpose of selling merchandise, taking orders, or training shall be prohibited.
- K. Secondary Use Only: A home occupation shall be conducted entirely indoors and shall be incidental and secondary to the primary use of a dwelling for residential purposes. Not more than twenty percent (20%) of the floor area of a dwelling unit shall be used for a home occupation.
- L. Signs: See chapter 27 of this title.
- M. Traffic And Access: A home occupation shall not generate pedestrian, parking, or vehicular traffic in excess of that customarily associated with the zone where the home occupation is located. A home occupation which generates additional pedestrian, parking, or vehicular traffic is prohibited in a dwelling unit which shares a common driveway or other access with an adjoining dwelling unit.
- N. Utility Demand: A home occupation shall not cause a demand for public utilities in excess of that necessarily and customarily provided for residential uses.
- O. Yards: Yards surrounding a dwelling:
 - 1. May be used for activities customarily conducted outside a dwelling unit, such as swimming lessons and child play areas; and
 - 2. Shall not be used for storage of any materials or equipment associated with a home occupation.
- P. Hours: Home occupations involving pedestrian or vehicle traffic shall be conducted only between the hours of seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M. except as provided for in 10-22-7(A)(5).
- Q. Customers: Home occupations are limited to two (2) customers at a time except as provided in 10-22-7(A)(2) and 10-22-8(A)(7)

10-22-8: Home Group Instruction

- 1. A home occupation for group instruction, including, but not limited to, preschools, tumbling lessons, swimming lessons, dance lessons, and other types of pick up and drop off activities, shall meet the home occupation standards of section 10-22-5 of this chapter and the following additional requirements:
 - 1. The operator shall be a bona fide resident of the premises where the home occupation is conducted.
 - 2. For purposes of this section, a group shall be defined as three (3) or more students attending a session.
 - 3. The number of children attending for preschool instruction shall conform to applicable requirements of the Utah Code.
 - 4. The number of classes shall be limited to two (2) sessions per day. The sessions must be separated by at least thirty (30) minutes to allow adequate time for pick-up and drop-off.
 - 5. Outdoor play areas shall be fenced and located only in a rear yard or side yard. No play or yard equipment shall be located in the front yard.
 - 6. A home occupation for instruction shall be prohibited if located on a shared driveway.
 - 7. No more than twelve (12) students may be allowed per session. (Ord. 2018-36, 11-14-2018)



April 29, 2025

Wasatch Commercial
c/o Alex Dahlstrom
299S Main Street, Suite 2400
SLC, UT 84111

Re: Preliminary Plat Amendment for Academy Village POD 39 (File#: S2024-100)

Dear Alex Dahlstrom:

The Herriman Planning Commission, at their regular meeting on September 4, 2024, approved the Preliminary Plat Amendment for a commercial subdivision known as Academy Village POD 39 located generally at 14749 S Marketplace Drive in the C-2 Commercial Zone. The Commission voted 6-0 to approve your project with the following conditions:

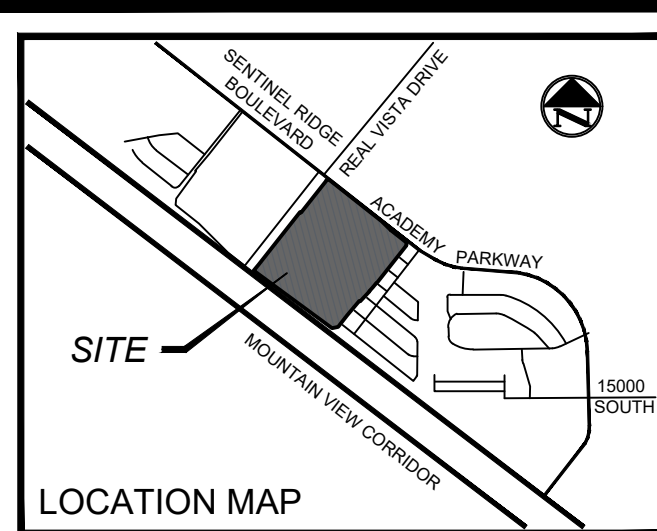
1. Applicant shall satisfy all staff review comments before the subdivision is recorded.
2. Applicant shall include and convey an existing twenty (20) foot waterline easement on the final plat or vacate easement with the review and approval of the City Engineer.
3. Applicant shall comply with all setbacks as established in the South Hills Master Development Agreement with the addition that a front yard that faces a public street or right-of-way follow the minimum setback regulations in the C-2 Zone, which is twenty (20) feet, unless reduced to no less than fifteen (15) feet with the installation of a two (2) foot landscaped berm along the right-of-way and behind the property line. Also, where the subdivision is adjacent to residential property, the minimum setback in the C-2 Zone shall apply, which is twenty (20) feet.
4. Applicant shall follow the previously approved landscaping plan for park strips in the subdivision except that plantings shall not include lawn but use other plantings that comply with the Water Efficient Design standards of the City and have a minimum fifty percent (50%) live growth coverage.

The subdivision plat will expire one (1) year after the Planning Commission's September 4, 2024, approval (September 4, 2025). Failure to record the final plat within the one (1) year time period renders the final plat void. The City may grant an extension if the request for an extension is made in writing and received by Staff prior to the expiration date.

If you have any other questions, please contact the Planning Department during regular business hours.

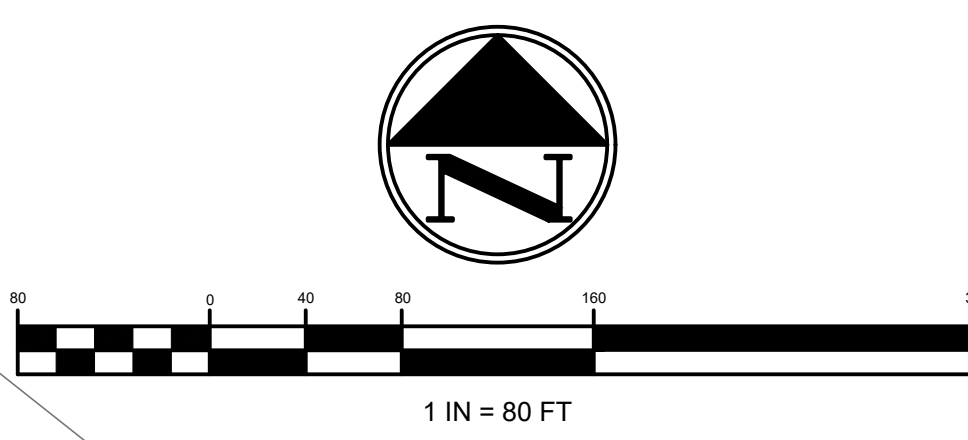
Sincerely,

Sheldon Howa
Planner II
Herriman City



A FINAL PLAT FOR ACADEMY VILLAGE POD 39 VACATING POD 39 SUBDIVISION AMENDING LOT G, SOUTH HILLS

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7
AND SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
HERRIMAN CITY, SALT LAKE COUNTY, UTAH



ROAD NOTES:

- ALL ROADS ARE PRIVATE AND ARE TO BE USED AS PUBLIC ACCESS AND UTILITY EASEMENTS.
- PRIVATE ROAD MAINTENANCE AND ROAD IMPROVEMENTS WILL BE UNDERTAKEN AND MADE WHENEVER NECESSARY TO MAINTAIN THE ROAD IN GOOD OPERATING CONDITION AT ALL TIMES AND TO INSURE THE PROVISION OF SAFE ACCESS, INGRESS, EGRESS AND PASSAGE BY THE PUBLIC AND EMERGENCY VEHICLES.
- COST SHARING OF PRIVATE ROAD MAINTENANCE AND ROAD IMPROVEMENT SHALL BE DETERMINED BY A "PRIVATE ROAD MAINTENANCE AGREEMENT" BY PARTICIPATING OWNERS.

COMMERCIAL SETBACK REQUIREMENTS PER SOUTH HILLS MDA 4TH AMENDMENT:

SETBACK TO ROW LINE, REAR - 20 FOOT AVERAGE, BUT NO SMALLER THAN 10 FEET.
SETBACK TO ROW LINE, FRONT - ON INTERNAL STREETS MAY BE REDUCED TO ZERO IF ENHANCED PER MDA.

SIDE - INTERNAL SIDE SETBACKS MAY BE REDUCED TO ZERO, AND IN ANY CASE COMPLY WITH IFC. EXTERNAL SIDE SETBACKS (THOSE AFFECTING PROPERTIES ADJACENT TO A PROPOSED COMMERCIAL SITE) WILL BE NO LESS THAN 12 FEET.

NOTES FOR JORDAN BASIN IMPROVEMENT DISTRICT:

- "SHALLOW SEWER DEPTHS" CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT."
- "THE SIGNATURE OF JORDAN BASIN IMPROVEMENT DISTRICT ON THIS PLAT DOES NOT CONSTITUTE APPROVAL OF THE OWNER(S) SEWER LINES OR FACILITIES. THE OWNER(S) OF THE PROPERTY MUST PROVIDE SATISFACTORY PLANS TO THE SEWER DISTRICT FOR REVIEW AND APPROVAL BEFORE CONNECTING TO THE DISTRICT'S SEWER SYSTEM AND WILL BE REQUIRED TO COMPLY WITH THE DISTRICT'S RULES AND REGULATIONS."
- OWNER/BUILDER OF LOTS A, B, C, D, E, F, G, H, I, AND J WILL BE REQUIRED TO CONNECT TO THE SEWER MAIN LOCATED IN AN ADJACENT STREET. CURRENTLY NO LATERALS HAVE BEEN LEFT TO THESE LOTS.

BOUNDARY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF REAL VISTA DRIVE, SAID POINT BEING NORTH 0°28'03" EAST 1272.20 FEET ALONG THE SECTION LINE AND NORTH 89°31'57" WEST 197.38 FEET FROM SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY OF REAL VISTA DRIVE THE FOLLOWING SIX(6) COURSES: (1) NORTH 04°43'02" EAST 61.29 FEET; (2) NORTH 36°05'43" EAST 322.26 FEET; (3) NORTH 51°59'37" WEST 10.04 FEET; (4) NORTH 38°24'26" EAST 30.38 FEET; (5) NORTH 40°30'31" EAST 175.69 FEET; (6) NORTH 38°24'00" EAST 493.93 FEET TO A POINT ON A 25.00 FOOT RADIUS CURVE; THENCE NORTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" (WHICH LONG CHORD BEARS NORTH 83°24'00" EAST 35.36 FEET) TO THE SOUTHERLY RIGHT-OF-WAY OF ACADEMY PARKWAY; THENCE SOUTH 51°36'00" EAST 899.60 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY OF ACADEMY PARKWAY TO THE NORTHERLY LINE OF VILLAGE AT THE BOULDERS PHASE 1, AMENDING PART OF LOT F, SOUTH HERRIMAN AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AS ENTRY #12708747 IN BOOK 2018 AT PAGE 52; THENCE SOUTH 38°18'58" WEST 1142.94 FEET ALONG SAID NORTHERLY LINE OF VILLAGE AT THE BOULDERS PHASE 1, AMENDING PART OF LOT F, SOUTH HERRIMAN TO THE EXISTING NORTH RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR THE FOLLOWING THREE (3) COURSES: (1) NORTH 51°35'34" WEST 200.75 FEET; (2) NORTH 45°00'39" WEST 392.59 FEET; (3) NORTH 51°35'34" WEST 285.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,029,471 SQ. FT. OR 23.63 ACRES.

NOTES FOR COMMON AREA CROSS ACCESS EASEMENTS:

- ALL LOTS WILL HAVE COMMON ROADWAYS AND SIDEWALKS AND THE VEHICULAR AND PEDESTRIAN AREA SHALL BE BURDENED BY A PERPETUAL NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS (BUT NOT PARKING) ON, OVER AND ACROSS THOSE AREAS DESIGNED FOR SUCH USE.
- THESE COMMON ROADWAYS AND SIDEWALKS ARE NOT TO BE BLOCKED OR IMPEDED OR LOCKED AT ANYTIME.
- THE COMMON AREA EASEMENTS ARE AS DEFINED IN THAT CERTAIN MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR ACADEMY VILLAGE WHICH WILL RUN WITH THE LAND.

CITY ZONING - C-2

TABULATIONS:

- TOTAL PLAT ACREAGE 23.63 ACRES
- TOTAL LOT ACREAGE 21.01 ACRES
- TOTAL STREET ACREAGE 2.62 ACRES
- AVERAGE LOT SIZE 1.91 ACRES
- NUMBER OF COMMERCIAL LOTS 11 LOTS

BASIS OF BEARINGS FOR THIS PROJECT IS NORTH 00°28'03" EAST BETWEEN THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- BOUNDARY CORNER (ALL REBAR CAPS WILL BE SET UNLESS OTHERWISE NOTED)
- LOT CORNER (ALL REBAR CAPS WILL BE SET UNLESS OTHERWISE NOTED)
- CENTERLINE MONUMENT (ALL REBAR CAPS WILL BE SET UNLESS OTHERWISE NOTED)
- ACCESS EASEMENT
- SECTION LINE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- SEWER EASEMENT
- CENTERLINE ROAD
- SECTION TIE

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TAN	CHORD	CHORD BRG
C1	39.27'	25.00'	90°00'00"	25.00'	35.36'	N83°24'00"E
C2	31.42'	20.00'	90°00'00"	20.00'	28.28'	N83°24'00"E
C3	17.73'	20.00'	50°48'18"	9.50'	17.16'	S26°11'51"E
C4	17.00'	20.00'	48°41'47"	9.05'	16.49'	N75°56'54"W
C5	31.42'	20.00'	90°00'00"	20.00'	28.28'	N6°38'00"W
C6	74.04'	63.50'	66°48'34"	41.88'	69.92'	S85°00'17"E
C7	36.71'	100.00'	21°01'54"	18.56'	36.50'	S48°54'57"W
C8	31.44'	150.00'	12°00'38"	15.78'	31.39'	S45°35'41"E
C9	74.04'	63.50'	66°48'34"	41.88'	69.92'	N85°00'17"W
C10	7.18'	136.50'	3°00'55"	3.59'	7.18'	S39°54'27"W

SURVEYOR'S CERTIFICATE

I, MICHAEL WANGEMANN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6431156, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS **ACADEMY VILLAGE POD 39**, AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

Michael Wangemann
MICHAEL WANGEMANN, PLS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

ACADEMY VILLAGE POD 39

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____ THIS _____ DAY OF _____ A.D., 20____

ACKNOWLEDGEMENT

LIMITED LIABILITY COMPANY

STATE OF UTAH)
COUNTY OF)

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME, _____, PERSONALLY APPEARED _____, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS A _____, [MEMBER WITH MANAGEMENT AUTHORITY] [MANAGER] OF _____, A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

NOTARY SIGNATURE _____

ACKNOWLEDGEMENT

LIMITED LIABILITY COMPANY

STATE OF UTAH)
COUNTY OF)

ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME, _____, PERSONALLY APPEARED _____, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS A _____, [MEMBER WITH MANAGEMENT AUTHORITY] [MANAGER] OF _____, A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

NOTARY SIGNATURE _____

SOUTH HILLS DESIGN REVIEW COMMITTEE

SOUTH HILLS DESIGN REVIEW COMMITTEE ASSURES THAT THIS PLAT CONFORMS TO SOUTH HILLS RESIDENTIAL TECHNICAL GUIDELINES. APPROVED THIS _____ DAY OF _____ A.D. 20____

CHAIRMAN _____

infinity CONSULTANTS

2975 Executive Parkway, Suite 300
Lehi, Utah 84043 • Tel: 801.541.3040

DATE: 7/23/24
DRAWN: SM
CHECKED: MW

SHEET 1 OF 1

HEALTH DEPARTMENT APPROVED THIS _____ DAY OF _____ A.D. 20____ BY HEALTH DEPARTMENT DIRECTOR, SALT LAKE CO. HEALTH DEPARTMENT	RECORD OF SURVEY R.O.S. NO.: S2024-04-0187 DATE: _____ COUNTY SURVEYOR REVIEWER	COMCAST APPROVED THIS _____ DAY OF _____ A.D. 20____ BY COMCAST	CENTURY LINK COMMUNICATION APPROVED THIS _____ DAY OF _____ A.D. 20____ BY CENTURY LINK COMMUNICATIONS	ROCKY MOUNTAIN POWER APPROVED THIS _____ DAY OF _____ A.D. 20____ BY ROCKY MOUNTAIN POWER	ENBRIDGE GAS APPROVED THIS _____ DAY OF _____ A.D. 20____ BY ENBRIDGE GAS	JORDAN BASIN IMPROVEMENT DISTRICT APPROVED THIS _____ DAY OF _____ A.D. 20____ BY J.B.I.D.
CHECKED FOR ZONING ZONE: _____ DATE: _____ AREA: _____ WIDTH: _____ NAME: _____	PLANNING COMMISSION APPROVED THIS _____ DAY OF _____ A.D. 20____ BY HERRIMAN PLANNING COMMISSION CHAIRMAN, HERRIMAN PLANNING COMMISSION	HERRIMAN CITY MUNICIPAL WATER APPROVED THIS _____ DAY OF _____ A.D. 20____ BY HERRIMAN CITY MUNICIPAL WATER HERRIMAN CITY	HERRIMAN CITY ENGINEER I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE DATE HERRIMAN CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS DAY OF _____ A.D. 20____ HERRIMAN CITY ATTORNEY	HERRIMAN CITY APPROVED THIS _____ DAY OF _____ A.D. 20____ BY HERRIMAN CITY. ATTEST: RECORDER MAYOR	ACADEMY VILLAGE POD 39 VACATING POD 39 SUBDIVISION AMENDING LOT G, SOUTH HILLS LOCATED IN SOUTHEAST QUARTER OF SECTION 7 AND SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, HERRIMAN CITY, SALT LAKE COUNTY, UTAH SALT LAKE COUNTY RECORDER STATE OF UTAH COUNTY OF SALT LAKE RECORDED AND FILED AT THE REQUEST OF ENTRY NUMBER _____ DATE _____ TIME _____ PAGE _____ FEE \$ _____ DEPUTY SALT LAKE COUNTY RECORDER



STAFF REPORT

DATE: June 3, 2026

TO: The Planning Commission

FROM: Amanda Hamilton, Planner II

SUBJECT: Review and consider an amendment to the Mountain View Plaza subdivision plat to create one additional buildable commercial lot at approximately 5117 W Miller Crossing Drive in the C-2 Commercial Zone.
Applicant: Aaron Osmond, Mountain View Plaza, LLC (property owner)
Acres: ±6.0
File No: S2026-056

RECOMMENDATION:

Planning Department staff recommends Planning Commission acceptance of the following findings:

- The proposed subdivision amendment complies with the standard of review for preliminary approval; and
- The proposed subdivision amendment complies with the applicable terms of the Amended and Restated Master Development Agreement for Mountainview Plaza (and subsequent amendments).

As such, City staff recommends approval with the following conditions:

1. Applicant shall accept and comply with all required corrections from all City Departments before final plat approval and recording; and
2. Applicant shall prepare and submit a complete landscape plan for Building 8 to the Planning Department for Conditional Use and Site Plan review as per Herriman City Code Sections 10-5-10 Conditional Uses and 10-5-11 Site Plans.

ISSUE BEFORE COMMISSION:

Should the Planning Commission approve the proposed Mountainview Plaza Subdivision Amendment to create one additional lot for commercial development?

BACKGROUND/SUMMARY:

On April 16, 2025, the Planning Commission approved a preliminary subdivision amendment with seven (7) buildable commercial lots with the following conditions:

1. Receive and agree to the remaining corrections from all City Departments.
2. Whereas the proposed corner “common area” is disconnected from the existing parking lot “common area,” the applicant shall distinguish each common area on the final plat with a label, such as “Parcel A” or “Parcel B,” before recording.

In concert with the construction of the commercial subdivision, the applicant has received Planning Commission approval to develop multiple commercial buildings and services, except Building 7, which is a future building.

If approved by the City, the proposed subdivision amendment will create one additional commercial pad, shown as Lot 8 in the proposal, which the City Council recently approved as a “Second Amendment” to the Mountainview Plaza Amended and Restated Master Development Agreement (ARMDA).

DISCUSSION:

ENGINEERING REVIEW

Staff Finding: The Engineering Department has reviewed the proposed subdivision amendment and has no significant concerns. Any remaining minor issues can be addressed during the final Engineering review process. The proposed Building 8 will be subject to a Site Plan review under Herriman City Code Sections 10-5-10, Conditional Uses, and 10-5-11, Site Plans.

ZONING COMPLIANCE

HCC 10-5-17(B) states the Planning Commission is the authorized body for plat amendments that do not involve vacation of a public street, ROW, or easement. The “Standard of Review for Preliminary Approval” is contained in HCC 10-5-17(E), and approval requirements for amended plats are in HCC 10-5-15(F).

Staff Finding: Upon review of the applicant’s submittal with the applicable “zoning” standards for preliminary approval of a subdivision plat amendment, staff finds the proposal is compliant, subject to implementation of the recommended conditions of approval listed on page one of this report.

MDA COMPLIANCE

Staff Finding: Under the amended development agreement, the minimum off-street parking requirement for a shopping center is 5 spaces per 1,000 square feet of “gross leasable area” (see HCC 10-24-12 Parking Schedule). As such, the proposal has been reviewed and found to comply with the Mountainview Plaza ARMDA and the alterations outlined in the Second Amendment.

PUBLIC NOTICE

Pursuant to Herriman City Code Section 10-5-17(D)(6)(c), a public hearing is not required for this subdivision plat amendment based on the following facts:

- The proposed amendment alters Parcel B, which has been dedicated to the Mountainview Plaza Homeowners Association and is owned and controlled by the applicant.
- As per the Utah State Code, a “lot” is defined as “a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder,” which means the recorded “parcel” is a legal “lot.”
- The petition is an amendment “of one or more of the subdivider's fee-owned lots” that “will not result in a violation of any applicable approval requirement.”
- Every parcel or lot that shares a physical boundary with the proposed amendment is owned or controlled by the applicant, which means there are no third-party adjacent property owners to whom notice under HCC 10-5-5 is required.

As such, staff finds that a notice (1) to adjacent property owners or (2) of a public hearing is not required for the applicant’s petition.

Based on this review, the Planning Department 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		Approval facilitates commercial development within the City	None identified by staff
Approve proposal with conditions	Yes	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 have not identified any findings that warrant denial

ATTACHMENTS:

- A. Application
- B. Vicinity Map
- C. Proposed Subdivision Amendment
- D. ARMDA for Mountainview Plaza
- E. ARMDA for Mountainview Plaza 2nd Amendment



Preliminary Subdivision Plat Application

SUBDIVISION INFORMATION			
Subject Property Address:		12298 South Herriman Main Street, Herriman, UT 84096	
Parcel Identification Number(s):		26254020090000	
Acres:		6.001 Acres (Total) 0.24 Acres (New Lot)	
<input type="checkbox"/> Number of lots and units:			
<input checked="" type="checkbox"/> Plat amendment: Amends Mountainview Plaza - 1st Amendment to add an 8th new private lot.			
Name of subdivision:		Mountainview Plaza - 2nd Amendment	
APPLICANT INFORMATION			
Name of Applicant: Mountainview Plaza, LLC			
Address of Applicant: [REDACTED]			
Email of Applicant: [REDACTED]		Phone: [REDACTED]	
Applicant's Affiliation with the Property: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Attorney <input type="checkbox"/> Developer <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Planner <input type="checkbox"/> Other			
Project Architect: (if applicable)		[REDACTED] (Silverpeak Engineering)	
Email of Architect: [REDACTED]		Phone: [REDACTED]	
Project Engineer: (if applicable)		[REDACTED] (Silverpeak Engineering)	
Email of Engineer: [REDACTED]		Phone: [REDACTED]	
Project Landscape Architect: (if applicable)			
Email of Landscape Architect		Phone:	
PROPERTY OWNER INFORMATION			
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 No:	Fee:
Zone:	Assigned Planner:		Receipt No:

APPLICANT AFFIDAVIT

STATE OF UTAH)
CITY OF HERRIMAN)

I (We), _____, being duly sworn, depose and say that I (we) am (are) the owner(s)¹ or authorized agent(s) of the 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 preceding 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

AGENT AUTHORIZATION

I (We), _____, the owner(s) of 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

PRIVACY POLICY. Herriman City is committed to protecting your personal information and being transparent in how we use it. We collect only the data necessary to provide city services, including your name, contact information, address, spouse, and emergency contact details. We use this information to manage your account, deliver services, and send important community updates. Your data may be shared with contracted third-party service providers, such as payment processors, who are required by law and contract to protect your information and use it only for city-related services. Herriman City does **not sell** your personal data. We maintain security measures consistent with Utah's Government Data Privacy Act to safeguard your information. Under Utah law, you have the right to access and request corrections to your personal data, and, in some cases, to request deletion, subject to legal and records-retention requirements. For more information, please refer to the full Herriman City Privacy Policy.

¹ Signatory must be the owner of record, contract owner, party to valid earnest money agreement, option holder, or have other legal control of the property.



Preliminary Plat Checklist		City Use Only	
Applicant Submitted	All information should be submitted electronically to planning@herriman.org	Accepted	N/A Initials
Initial_____	Preliminary Plat Application, including the appropriate fee		
Initial_____	Existing Conditions Inventory (Land Development Code 10-17-4)		
	Preliminary plat submittal information (Land Development Code 10-5-15), which includes:		
Initial_____	The boundary lines and legal description of the property to be subdivided, with all dimensions shown		
Initial_____	The location of existing permanent buildings and structures, on or within 50 feet of the proposed subdivision		
Initial_____	The layout of streets showing location, widths, and other dimensions of proposed streets (designated by actual or proposed names and numbers), crosswalks, alleys, easements, and streetlights		
Initial_____	The layout, numbers, and typical dimensions of lots		
Initial_____	Land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision		
Initial_____	Minimum building setback lines		
Initial_____	Easements proposed for water, sewer, drainage, utility lines, and other purposes		
Initial_____	The location of the subdivision as it relates to any associated lot owned by the applicant, including a sketch of the prospective future street system on any unplatted portion of the property, and the street system proposed within the subdivision in accordance with the future street system of the surrounding area and the general plan		
Initial_____	The boundary lines of adjacent unsubdivided land within 100 feet of the property proposed for subdivision, showing ownership and property monuments		
Initial_____	A vicinity map of the subdivision, drawn at a scale of 500 feet to the inch, showing all lots and streets in the subdivision, and all abutting streets with street names		
Initial_____	The names and addresses of the applicant, the engineer or surveyor of the subdivision, and the owners of land immediately adjoining the subdivision		
Initial_____	A contour map at intervals of at least two feet, showing all unusual topographic features with verification by a qualified engineer or land surveyor		
Initial_____	The location of existing sanitary sewers, storm drains, subdrains, culinary and secondary water supply mains, and culverts and other utilities within the property or within 100 feet thereof, indicating pipe sizes, grades, and manholes		
Initial_____	The location, widths, and other dimensions of proposed streets, alleys, easements, parks, and other open spaces and lots with the size and buildable area of each proposed lot in square footage and proper labeling of spaces to be dedicated to the public	37	



Applicant Submitted		Accepted	N/A Initials
Initial _____	The location, principal dimension, and names of all existing and recorded streets, alleys, and easements, both within the proposed subdivision and within 100 feet of the boundary thereof, showing whether recorded or claimed by usage		
Initial _____	The location and dimensions to the nearest existing benchmark or monument, and section line		
Initial _____	The location and principal dimensions of all water courses, public utilities, and other features and existing structures on the land adjacent to the proposed subdivision, including railroads, power lines, and topography		
Initial _____	The location of existing bridges, culverts, surface or subsurface drainage channels, utilities, buildings or other structures, pumping stations, or appurtenances, within the subdivision or within 200 feet thereof, and all known wells or springs, and location of any 100-year flood plain as delineated by the Federal Emergency Management Agency		
Initial _____	Proposed off-site and on-site culinary and secondary water facilities, sanitary sewers, storm drainage facilities, and fire hydrants		
Initial _____	A plan showing how the applicant proposes to handle storm water drainage for an event with a 100-year return interval, as determined by the city engineer		
Initial _____	A plan for providing street lighting in the subdivision		
Initial _____	Plans showing any required landscaping and/or parkstrip tree planting		
Initial _____	A soil erosion and sedimentation control plan prepared by a registered civil engineer; if the site requires substantial cutting, clearing, grading, or other earthmoving operations in the construction of improvements if required by the city engineer		
	The following documents:		
Initial _____	Certification of to the accuracy of the preliminary plat by the land owner		
Initial _____	Certification of the accuracy of the preliminary plat and any traverse to permanent survey monuments by a land surveyor registered to practice in the State of Utah		
Initial _____	Copies of any agreements with adjacent property owners relevant to the proposed subdivision		
Initial _____	A geologic hazards, geotechnical, and/or soils report prepared by a qualified engineer based upon adequate test borings or excavations in accordance with city standards and specifications, if required by the city engineer		
Initial _____	Evidence that all utilities and services will be available for the subdivision		
Initial _____	A traffic report prepared by a qualified traffic engineer, if required by the city engineer;		
Initial _____	Evidence of compliance with other applicable federal, state and local laws and regulations, if requested by the community development director		
Initial _____	A copy of proposed protective covenants, if subsurface drains or common open space are to be located within the subdivision		
Initial _____		38	



Preliminary Plat Process

- 1 A pre-application meeting is not required prior to submitting an application, but is highly recommended. Pre-application meetings are held on Tuesday afternoons, as needed.
- 2 Following the submission of all required documents, the complete application will be distributed to City department heads and any government departments or agencies deemed appropriate. The City shall have at least 14 days to review the application prior to scheduling a Development Review Conference (DRC).
- 3 The Planning Department will schedule a Development Review Conference (DRC) with the developer, engineer, and department heads. The DRC will review the preliminary plat application for compliance with applicable approval requirements. DRC's are held on Wednesdays at 9:00am at Herriman City Hall (5355 W. Herriman Main Street). The applicant will receive written minutes of all DRC comments.
- 4 The developer shall contact the Community Development Coordinator at the City to schedule a neighborhood meeting. A neighborhood meeting must be held prior to being placed on the Planning Commission Agenda.
- 5 The Planning Commission will schedule and hold a public hearing on the proposed preliminary plat application. A 10-day notice is mailed by the City to all affected entities. Public hearings are held at Herriman City Hall. Before approval or disapproval of the preliminary plat, the Planning Commission may reasonably require the applicant to provide additional information, data, or studies as may be needed to determine compliance with approval requirements.
- 6 Following the public hearing, the Planning Commission may approve, approve subject to conditions, or disapprove the preliminary plat based on written findings and recommendations regarding compliance with approval requirements.
- 7 After receiving Planning Commission approval, the developer submits a Final Plat Application to the Engineering Department for review and approval. This shall include a full set of engineered drawings compliant with the Herriman City Land Development Code and Engineering Standards.
- 8 Staff will then review and approve the final plat application. No further Planning Commission or City Council meetings are required.

All information should be submitted electronically to planning@herriman.org.

For questions regarding submittal requirements or process, please contact the Planning Department at 801-446-5323, or email planning@herriman.org.

Privacy Statement:

Herriman City is dedicated to safeguarding your privacy and ensuring transparency in the handling of your personal data. The information we collect through this application includes your name, email address, physical address, phone number, spouse, and emergency contact details. This data is used to enhance and streamline the services we provide, as well as to facilitate communication regarding your account and important community updates.

In order to deliver these services, your information may be shared with select third-party vendors with whom we have contracted, such as those assisting with online payment processing. Herriman City has implemented robust security protocols to protect the confidentiality and integrity of your personal data.

You have the right to access the information we maintain about you and to request corrections if any inaccuracies are found. Under certain circumstances, you may also request the deletion of your data. For further details, please refer to the Herriman City Privacy Policy.



C-2

C-2

R-2-10

A-1-43

M-1

Mountain View SB Hwy

Mountain View NB Hwy

A-1-43

Miller Crossing Dr

C-2

Herriman Main St

AMSD

Herriman Auto Row

R-2-10

AMSD

Aria Ct

Brioso Ct

Andante Dr

Capriccio Ct

Dolce Ct

Secore

Arrawama Ave

Platt Ln

Macdill Ct

Tampa Dr

Koppers Ln

Pike Hill Ln

Herriman Main St

Martindell Ln

Mabbry Ln

Dale Ave

Swann Ave

Annandale Ct

Marcellus Ct

Arrawama Ave

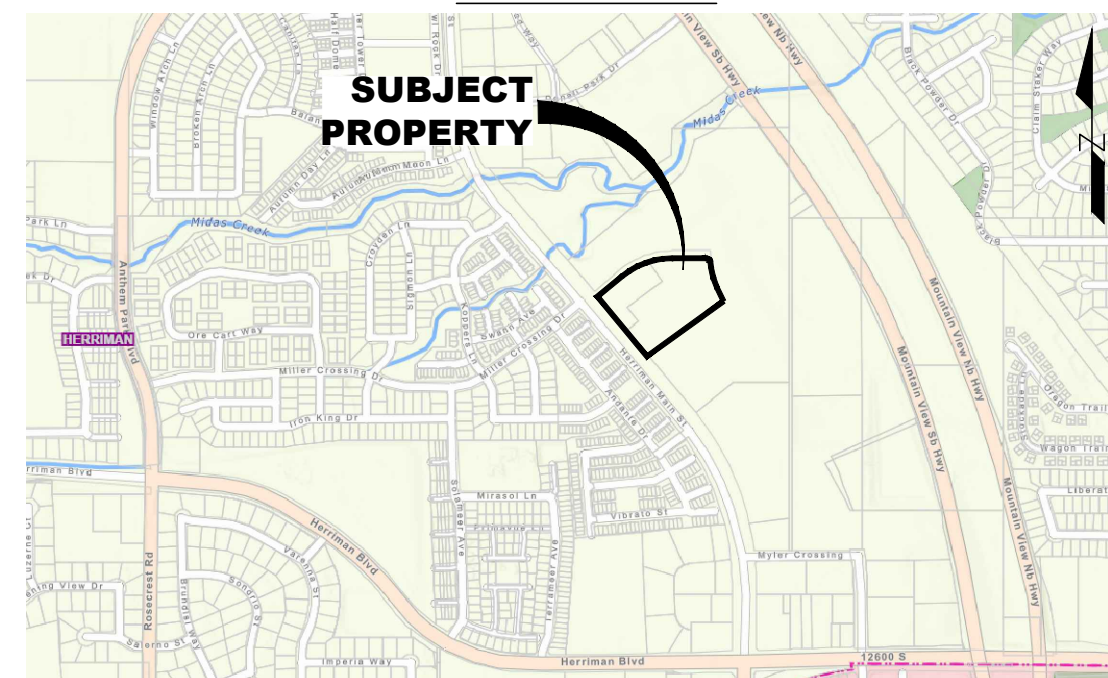
Platt Ln

MOUNTAINVIEW PLAZA - 2ND AMENDMENT

AMENDING PARCEL B OF MOUNTAIN VIEW PLAZA - 1ST AMENDMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
HERRIMAN CITY, SALT LAKE COUNTY, UTAH
APRIL, 2026

VICINITY MAP



SURVEYOR'S CERTIFICATE

BOUNDARY DESCRIPTION

ALL OF MOUNTAINVIEW PLAZA - 1ST AMENDMENT, RECORDED AS ENTRY NUMBER 14417282, BOOK 2025F, PAGE 191, ON AUGUST 1ST, 2025 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID SUBDIVISION IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, HERRIMAN CITY, SALT LAKE COUNTY, UTAH

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE DESCRIBED TRACT OF LAND HEREON, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, COMMON AREA, AND LIMITED COMMON AREA, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

MOUNTAINVIEW PLAZA - 2ND AMENDMENT

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE TO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES, PURSUANT TO UTAH CODE 10-9A-604(D) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE MOUNTAINVIEW PLAZA HOMEOWNERS ASSOCIATION.

IN WITNESS WHEREOF, I/WE HAVE HEREUNTO SET MY/OUR HAND(S) DATED THIS ____ DAY OF _____, 2025.

SHELDON KILLPACK
MOUNTAINVIEW PLAZA, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____) SS
ON THIS _____ DAY OF _____, 2025, SHELDON KILLPACK PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVED ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN, DID SAY HE IS A MEMBER OF MOUNTAINVIEW PLAZA, LLC, AND THAT HE SIGNED THE FOREGOING INSTRUMENT ON BEHALF OF SAID ENTITY, UPON AUTHORIZATION TO DO SO, AND ACKNOWLEDGED TO ME SAID ENTITY EXECUTED THE SAME.
RESIDING AT: _____ NOTARY PUBLIC (PRINT NAME)
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC SIGNATURE

SILVERPEAK ENGINEERING 177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054
WWW.SILVERPEAKENG.COM

STRUCTURAL CIVIL SURVEY SHEET 1 OF 2

MOUNTAINVIEW PLAZA - 2ND AMENDMENT AMENDING PARCEL B OF MOUNTAIN VIEW PLAZA - 1ST AMENDMENT

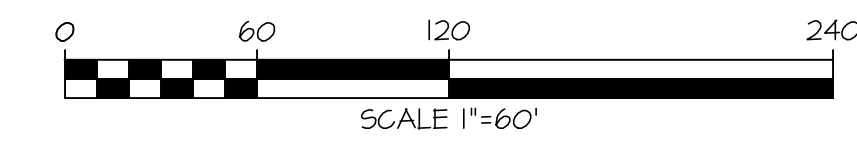
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND
MERIDIAN, HERRIMAN CITY, SALT LAKE COUNTY, UTAH

SALT LAKE COUNTY RECORDER

RECORDED # _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF:
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE _____ DEPUTY SALT LAKE COUNTY RECORDER

LEGEND

- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- PUBLIC UTILITY EASEMENT (PUE)
- ADJACENT PROPERTY LINE
- CENTER LINE
- SECTION CORNER
- LOT CORNER FOUND OR TO BE SET WITH 5/8"x24" REBAR & CAP STAMPED SILVERPEAK ENG
- LIMITED COMMON AREA (SEE SHEET 2)



LINE	BEARING	LENGTH
L1	N34°37'47"N	26.58'
L2	S50°22'13"W	41.57'
L3	N50°24'56"E	13.30'
L4	S04°43'57"E	14.70'
L5	N04°43'56"W	14.53'
L6	S50°03'17"W	24.03'
L7	S50°00'00"W	136.43'
L8	N34°32'28"W	45.34'
L9	N54°11'13"E	24.32'
L10	N62°40'43"E	37.57'
L11	N54°08'53"E	28.51'

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	19°15'06"	460.00'	154.56'	153.84'	N60°02'29"E
C2	21°48'51"	315.00'	114.93'	114.21'	S58°49'40"W
C3	5°54'29"	460.00'	41.43'	41.41'	N12°37'11"E
C4	14°41'35"	460.00'	117.96'	117.64'	N02°55'14"E
C5	15°12'36"	310.00'	84.42'	84.17'	S03°42'00"W
C6	4°16'09"	341.50'	29.17'	29.16'	S04°08'31"E
C7	13°32'15"	341.50'	42.50'	42.29'	S18°02'42"E
C8	0°54'34"	3041.50'	48.27'	48.27'	S25°16'01"E
C9	0°44'15"	3041.50'	43.58'	43.58'	S26°08'02"E
C10	93°27'50"	13.00'	21.21'	18.93'	N07°27'11"E
C11	8°29'31"	24.50'	3.63'	3.63'	N58°25'58"E
C12	8°31'51"	200.50'	29.85'	29.82'	N58°24'48"E

TABULATIONS

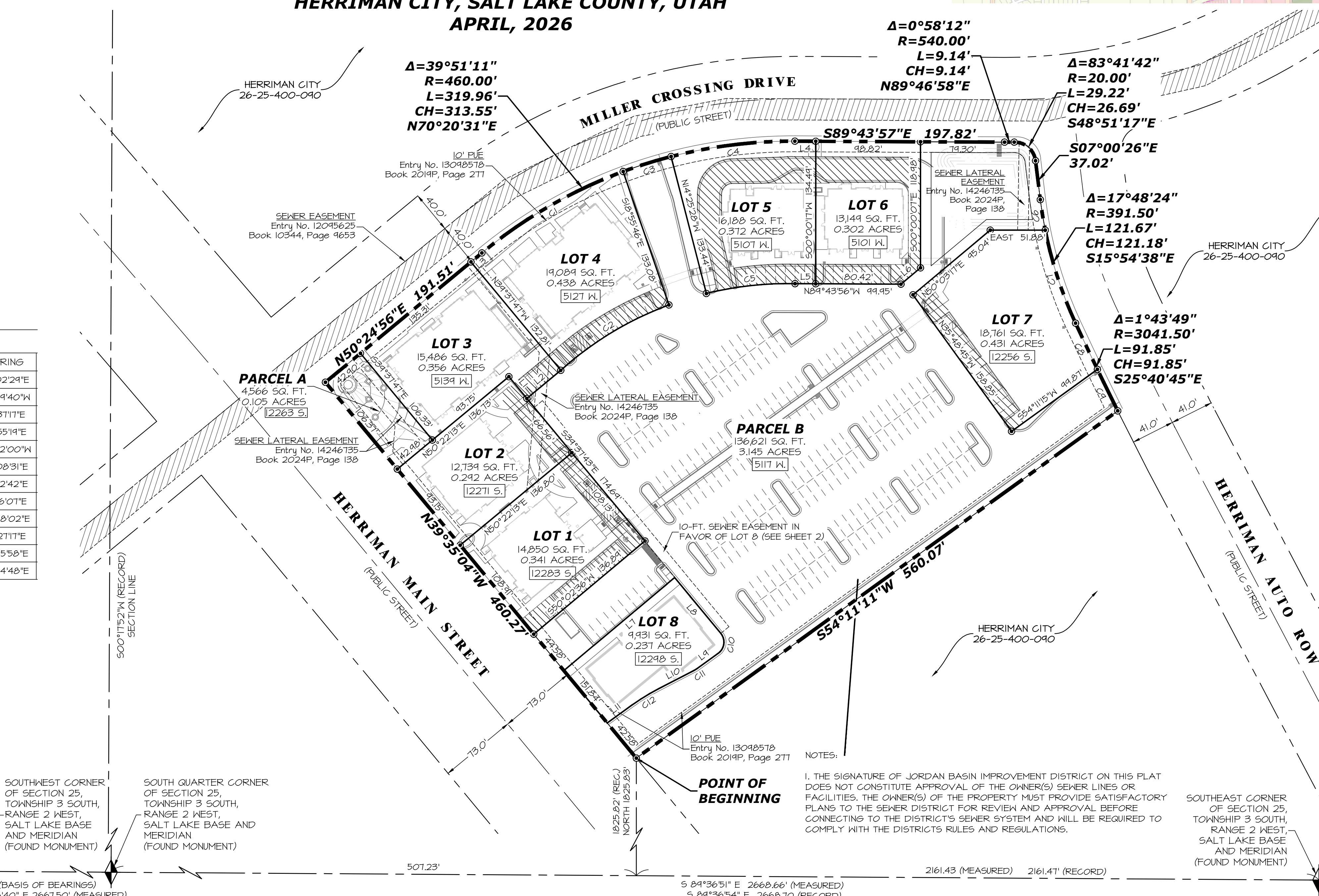
TOTAL PLAT ACREAGE	6.001 ACRES
TOTAL LOT ACREAGE	2.764 ACRES
TOTAL ACREAGE IN PUBLIC STREET	0.000 ACRES
TOTAL ACREAGE IN COMMON AREA	3.145 ACRES
TOTAL ACREAGE IN LIMITED COMMON AREA	0.523 ACRES
NUMBER OF LOTS	8 LOTS

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 54-9-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. 10-9A-603 AND 11-210-603 ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OF RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 20, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISIONS OF LAW.

APPROVED THIS ____ DAY OF _____, 2025, BY ROCKY MOUNTAIN POWER.

HEALTH DEPARTMENT APPROVAL
APPROVED THIS ____ DAY OF _____, 2025, BY HEALTH DEPARTMENT.
SALT LAKE COUNTY HEALTH DEPARTMENT



(BASIS OF BEARINGS) S 84°36'40" E 2661.50' (MEASURED) 2661.48' (RECORD)
S 84°36'51" E 2668.66' (MEASURED) 2668.60' (RECORD)
S 84°36'54" E 2668.70' (RECORD)

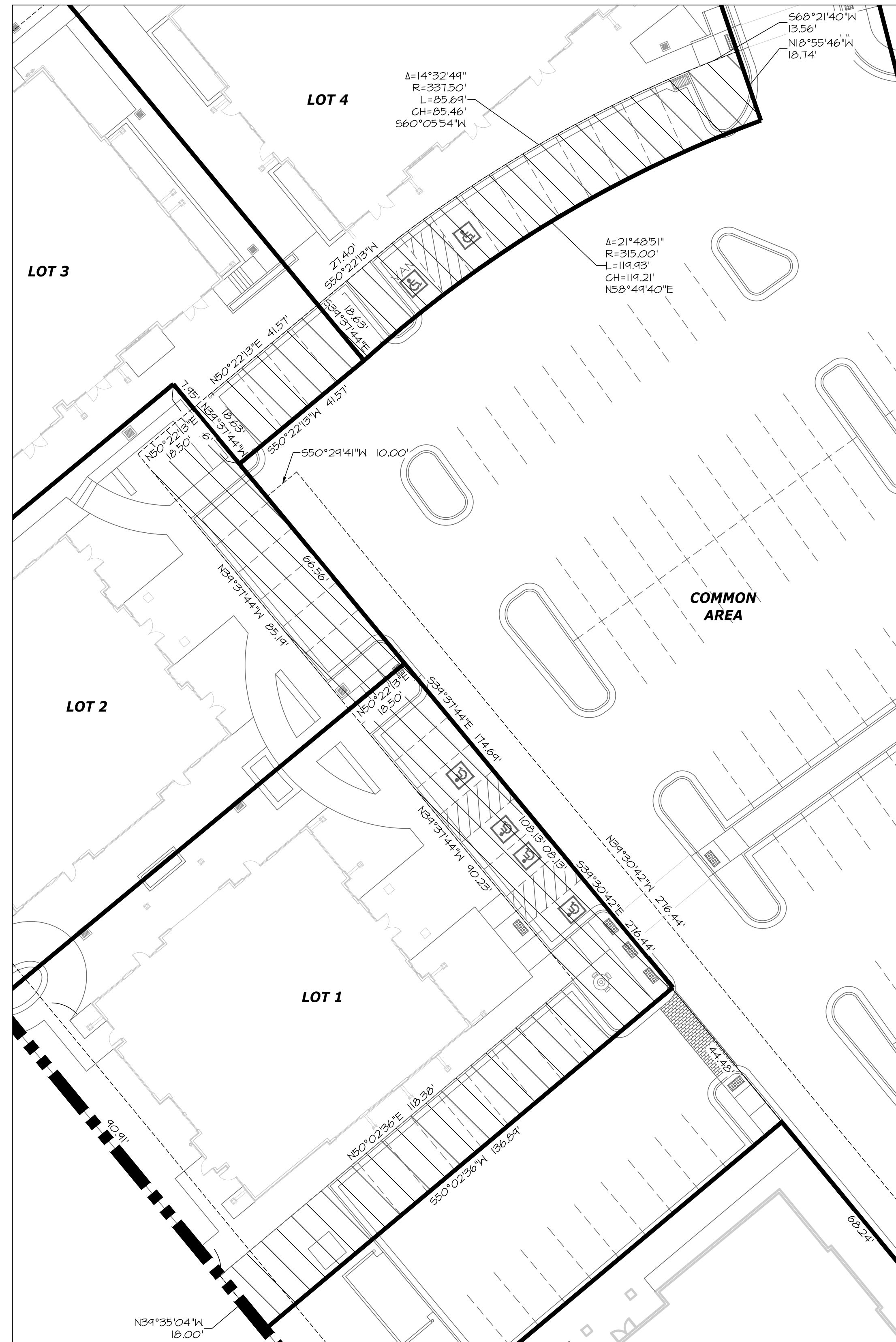
CENTURYLINK COMMUNICATIONS	COMCAST	ENBRIDGE GAS UTAH	JORDAN BASIN IMPROVEMENT DISTRICT	RECORD OF SURVEY	OWNER / DEVELOPER
APPROVED THIS ____ DAY OF _____, 2025, BY CENTURYLINK COMMUNICATIONS.	APPROVED THIS ____ DAY OF _____, 2025, BY COMCAST.	APPROVED THIS ____ DAY OF _____, 2025, BY ENBRIDGE GAS UTAH.	APPROVED THIS ____ DAY OF _____, 2025, BY JORDAN BASIN IMPROVEMENT DISTRICT.	R.O.S. NO.: _____	MOUNTAINVIEW PLAZA LLC ATTN: AARON OSBORN 11466 COUNTRY KNOLL ROAD SOUTH JORDAN, UT 84045 AVOSMOND@GMAIL.COM HOME OWNER'S ASSOCIATION MOUNTAINVIEW PLAZA HOME OWNER'S ASSOCIATION 11466 COUNTRY KNOLL ROAD SOUTH JORDAN, UT 84045
_____ CENTURYLINK COMMUNICATIONS	_____ COMCAST	_____ ENBRIDGE GAS UTAH	_____ JORDAN BASIN IMPROVEMENT DISTRICT MANAGER	_____ COUNTY SURVEYOR REVIEWER	_____ DATE

HEALTH DEPARTMENT APPROVAL	CHECKED FOR ZONING	PLANNING COMMISSION APPROVAL	HERRIMAN CITY MUNICIPAL WATER	HERRIMAN CITY ENGINEER	APPROVAL AS TO FORM	HERRIMAN CITY
APPROVED THIS ____ DAY OF _____, 2025, BY HEALTH DEPARTMENT. SALT LAKE COUNTY HEALTH DEPARTMENT	ZONE: _____ DATE: _____ AREA: _____ WIDTH: _____ NAME: _____	APPROVED THIS ____ DAY OF _____, 2025, BY HERRIMAN CITY PLANNING COMMISSION. CHAIRMAN, HERRIMAN PLANNING COMMISSION	APPROVED THIS ____ DAY OF _____, 2025, BY HERRIMAN CITY MUNICIPAL WATER. HERRIMAN CITY	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. HERRIMAN CITY ENGINEER DATE	APPROVED AS TO FORM THIS ____ DAY OF _____, 2025. HERRIMAN CITY ATTORNEY	APPROVED THIS ____ DAY OF _____, 2025 BY HERRIMAN CITY. ATTEST: RECORDER PLANNING DIRECTOR

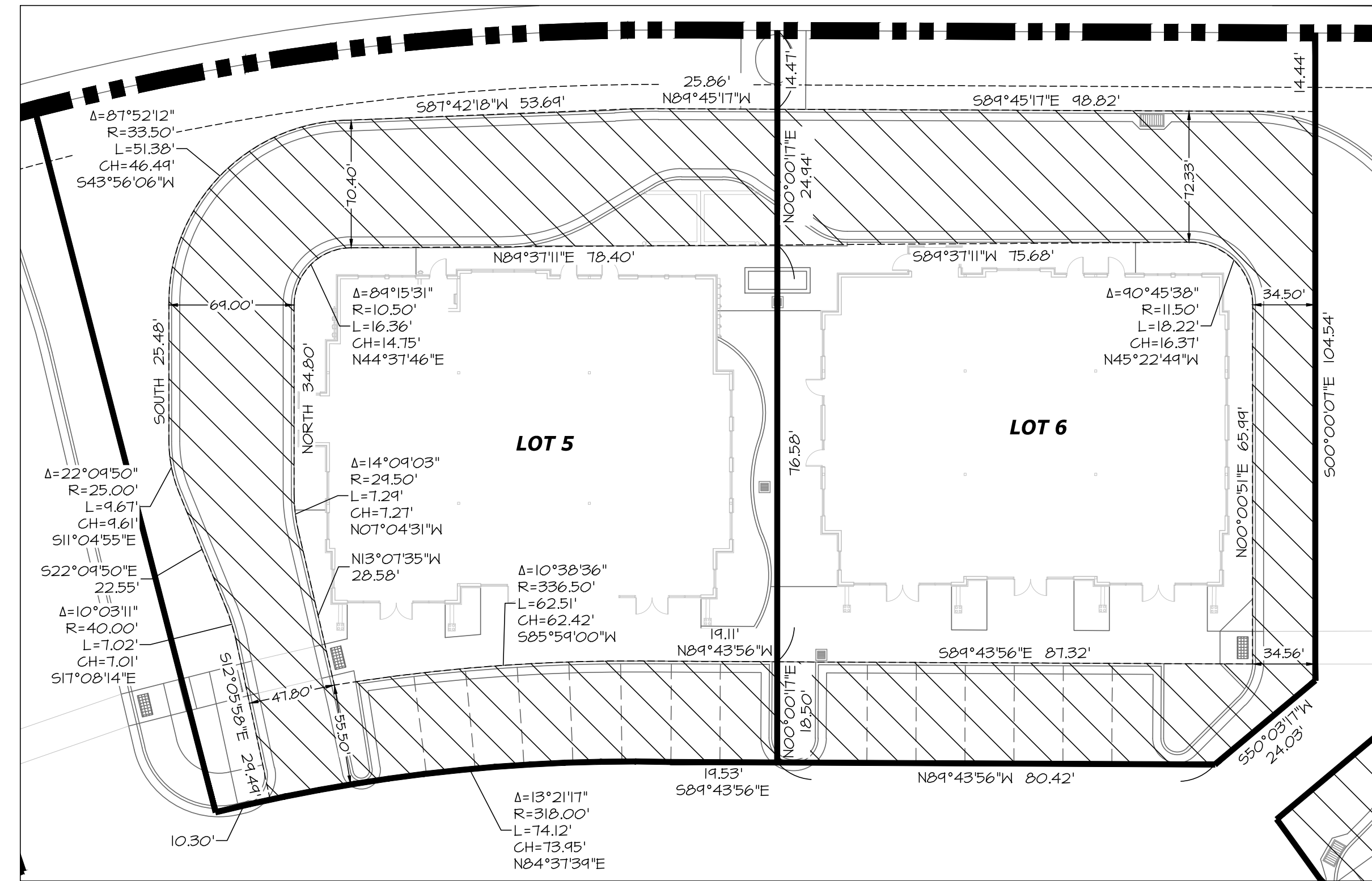
MOUNTAINVIEW PLAZA - 2ND AMENDMENT

AMENDING ALL OF MOUNTAINVIEW PLAZA - 1ST AMENDMENT

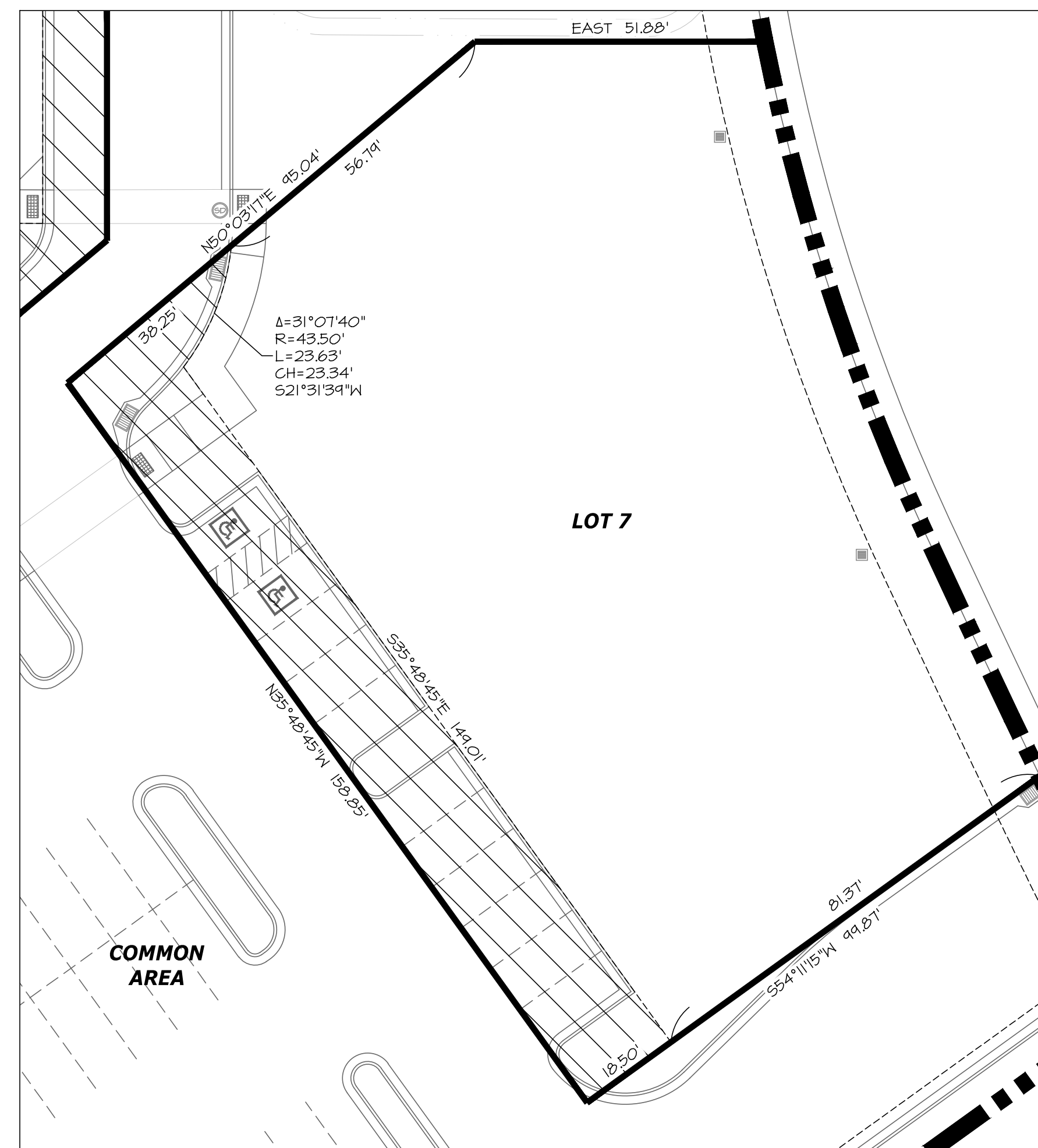
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
HERRIMAN CITY, SALT LAKE COUNTY, UTAH
MAY, 2025



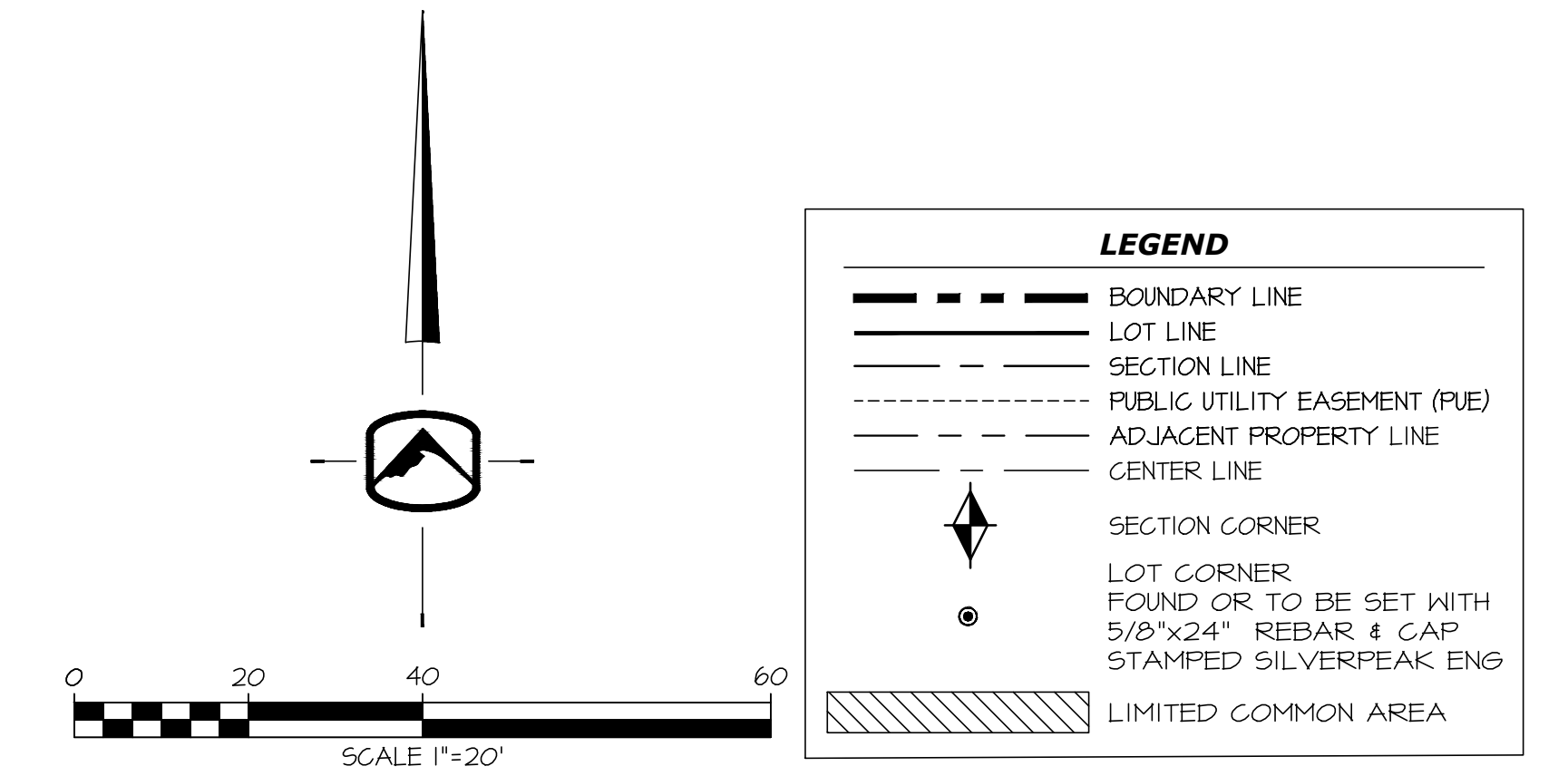
LIMITED COMMON AREA ACROSS LOTS 1, 2, 3 & 4



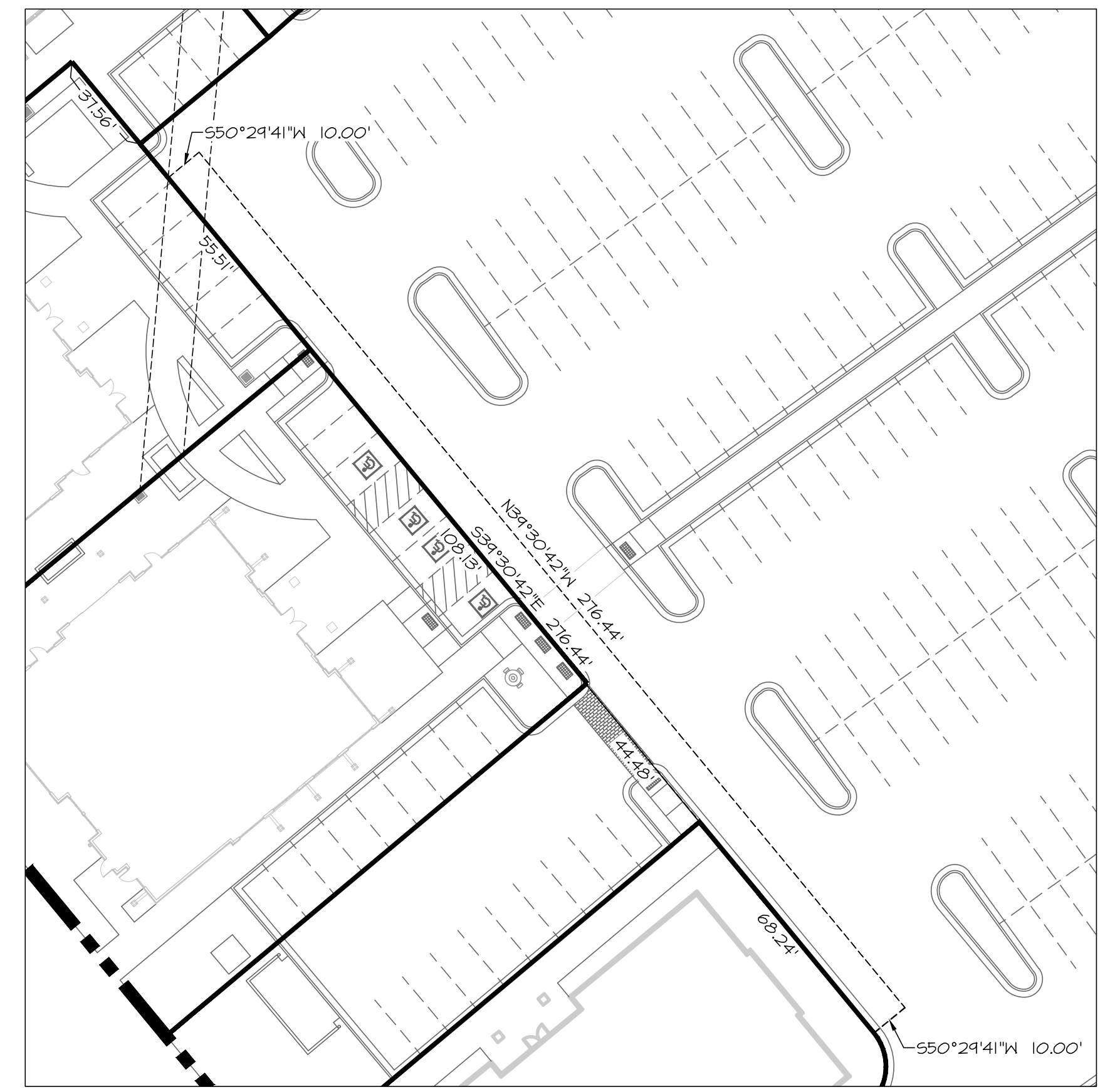
LIMITED COMMON AREA ACROSS LOTS 5 & 6



LIMITED COMMON AREA ACROSS LOT 7



LEGEND	
	BOUNDARY LINE
	LOT LINE
	SECTION LINE
	PUBLIC UTILITY EASEMENT (PUE)
	ADJACENT PROPERTY LINE
	CENTER LINE
	SECTION CORNER
	LOT CORNER
	FOUND OR TO BE SET WITH 5/8" X 24" REBAR & CAP
	STAMPED SILVERPEAK ENG LIMITED COMMON AREA



10-FT. SEWER EASEMENT IN FAVOR OF LOT 8
SCALE: 1"=30'

SILVERPEAK ENGINEERING  177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054
WWW.SILVERPEAKENG.COM

STRUCTURAL CIVIL SURVEY SHEET 2 OF 2

MOUNTAINVIEW PLAZA - 2ND AMENDMENT

AMENDING ALL OF MOUNTAINVIEW PLAZA
- 1ST AMENDMENT

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

HERRIMAN, UTAH
RESOLUTION NO. R17-2023

**A RESOLUTION AMENDING 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

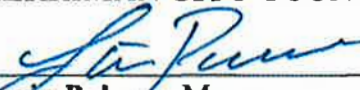
WHEREAS, the Council met in a regular meeting on April 12, 2023, to consider, among other things, a resolution to approve the proposed amended and restated master development agreement.

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



[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 ordianances (“Vested City Code”).

14133872 B: 11434 P: 5883 Total Pages: 56
07/27/2023 02:32 PM By: adavis Fees: \$40.00
Rashed, Le 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:

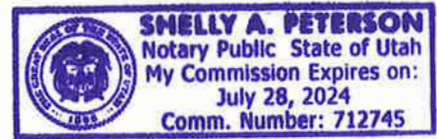
Signature: *Lorin Palmer*
By: *Lorin Palmer*
Its: *Mayor, Herriman City*
Date: *7-26-2023*

[Signature]
Office of the City Attorney

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.

Shelly A. Peterson
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

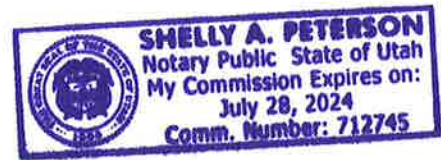


Table of Exhibits

- 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

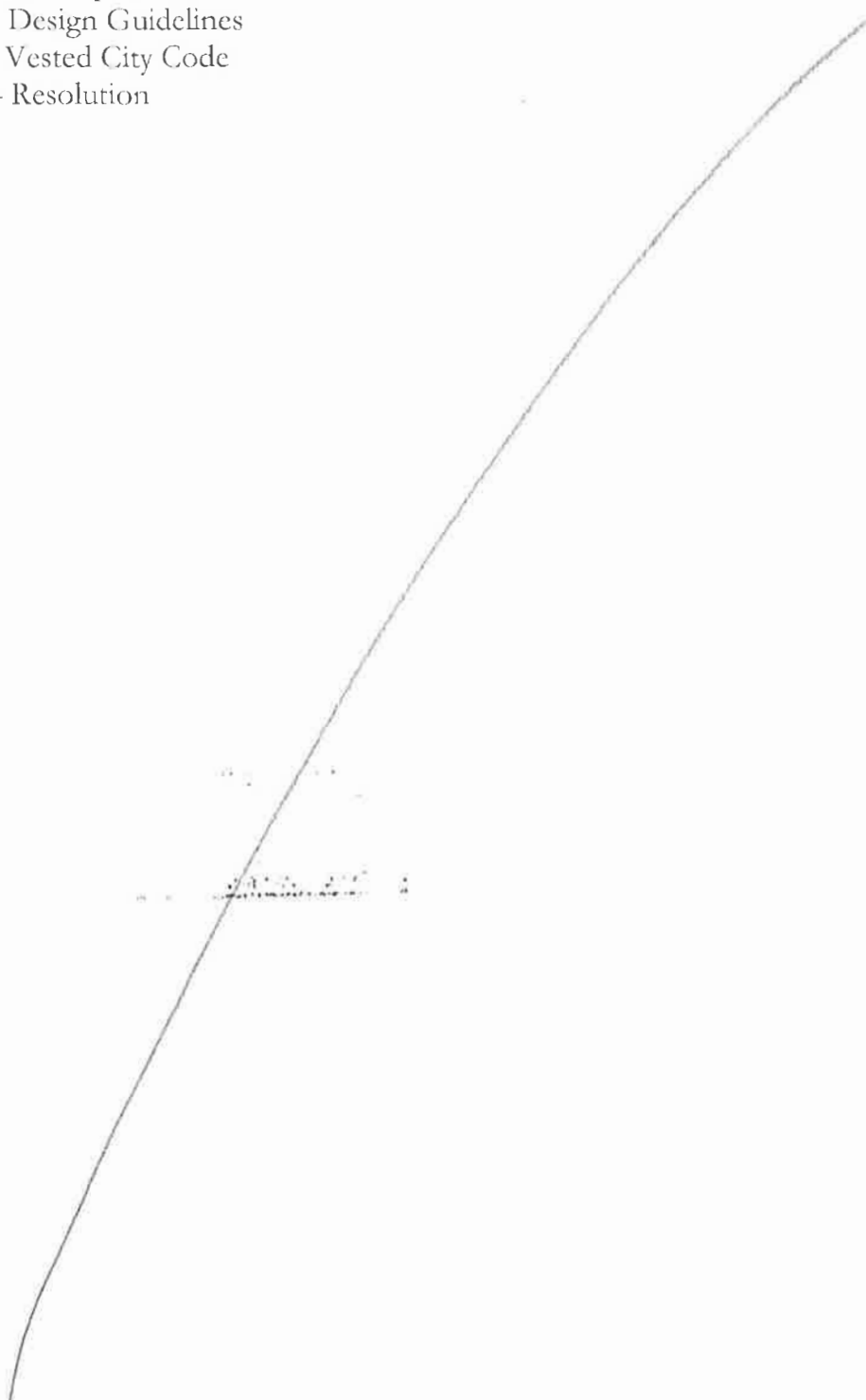
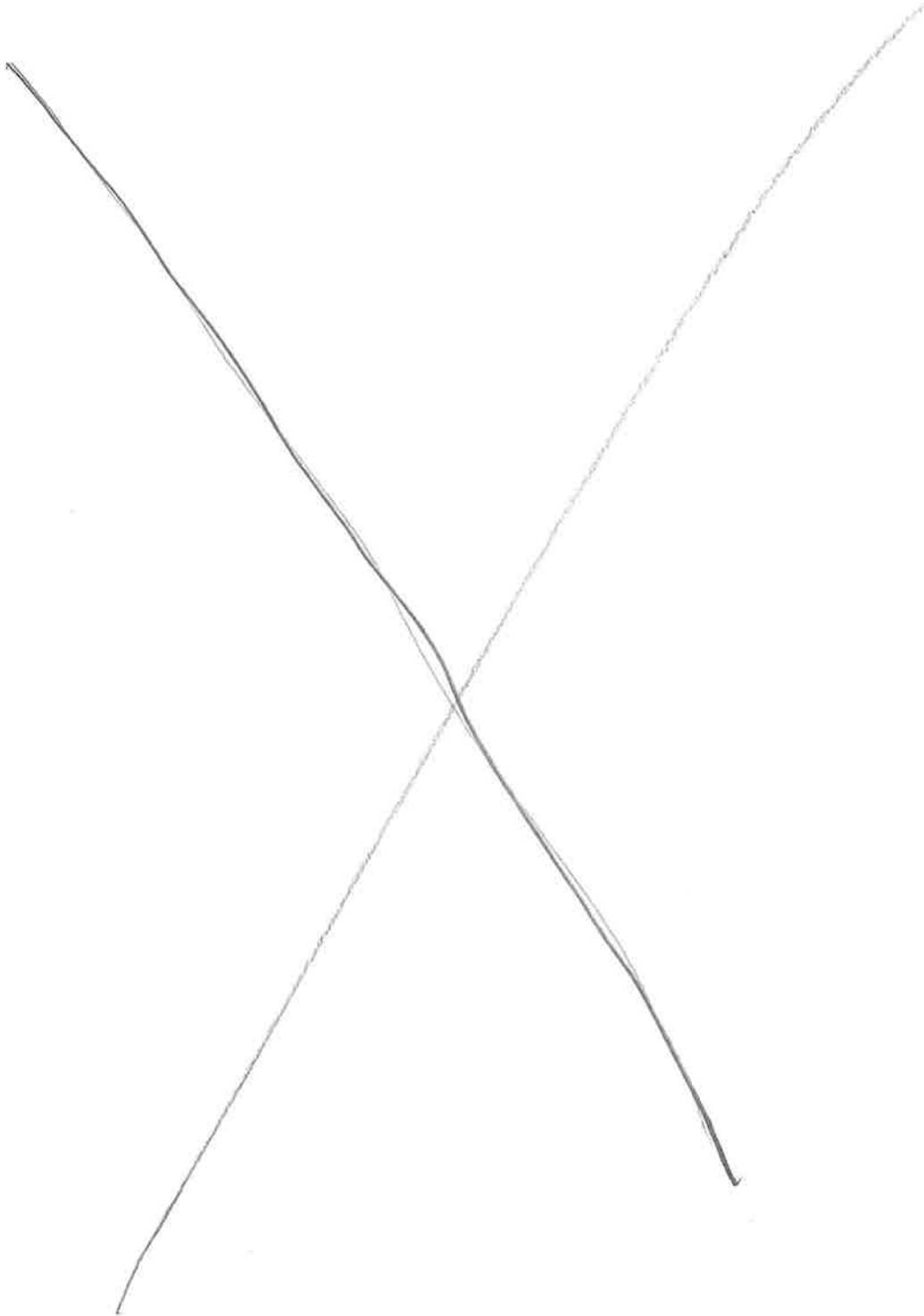


Exhibit A – Property



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

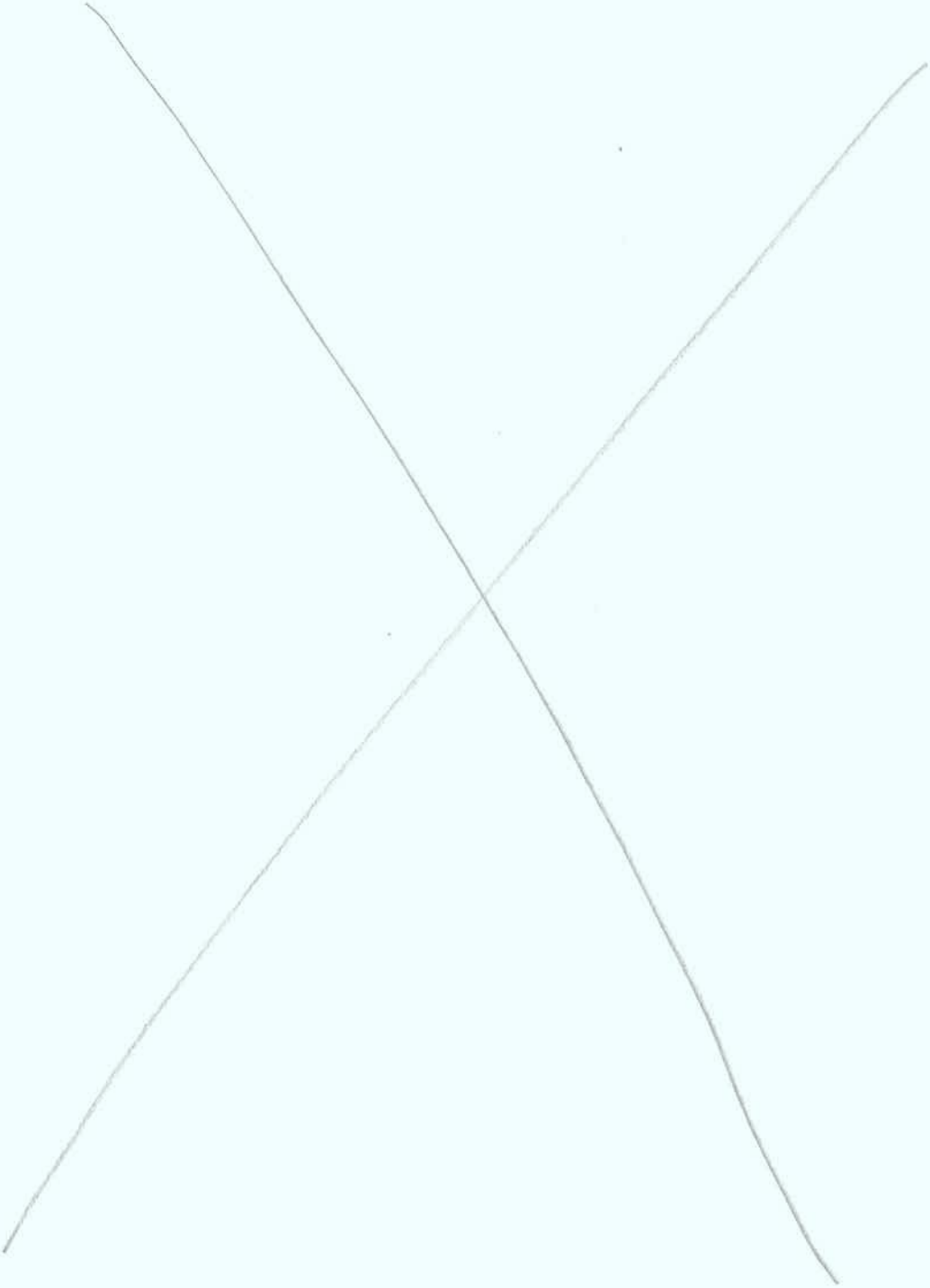


Exhibit B - Prior Agreement

T3118450
11/7/2019 11:55:00 AM \$40.00
Book - 10857 Pg - 874-898
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.

Exhibit B - Prior 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

Exhibit B - Prior Agreement

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 feet 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

Exhibit B - Prior Agreement

- 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.

Exhibit B - Prior Agreement

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 rezone 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

Exhibit B - Prior Agreement

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.

Exhibit B - Prior Agreement

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]

Exhibit B - Prior Agreement

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



Exhibit B - Prior Agreement

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]



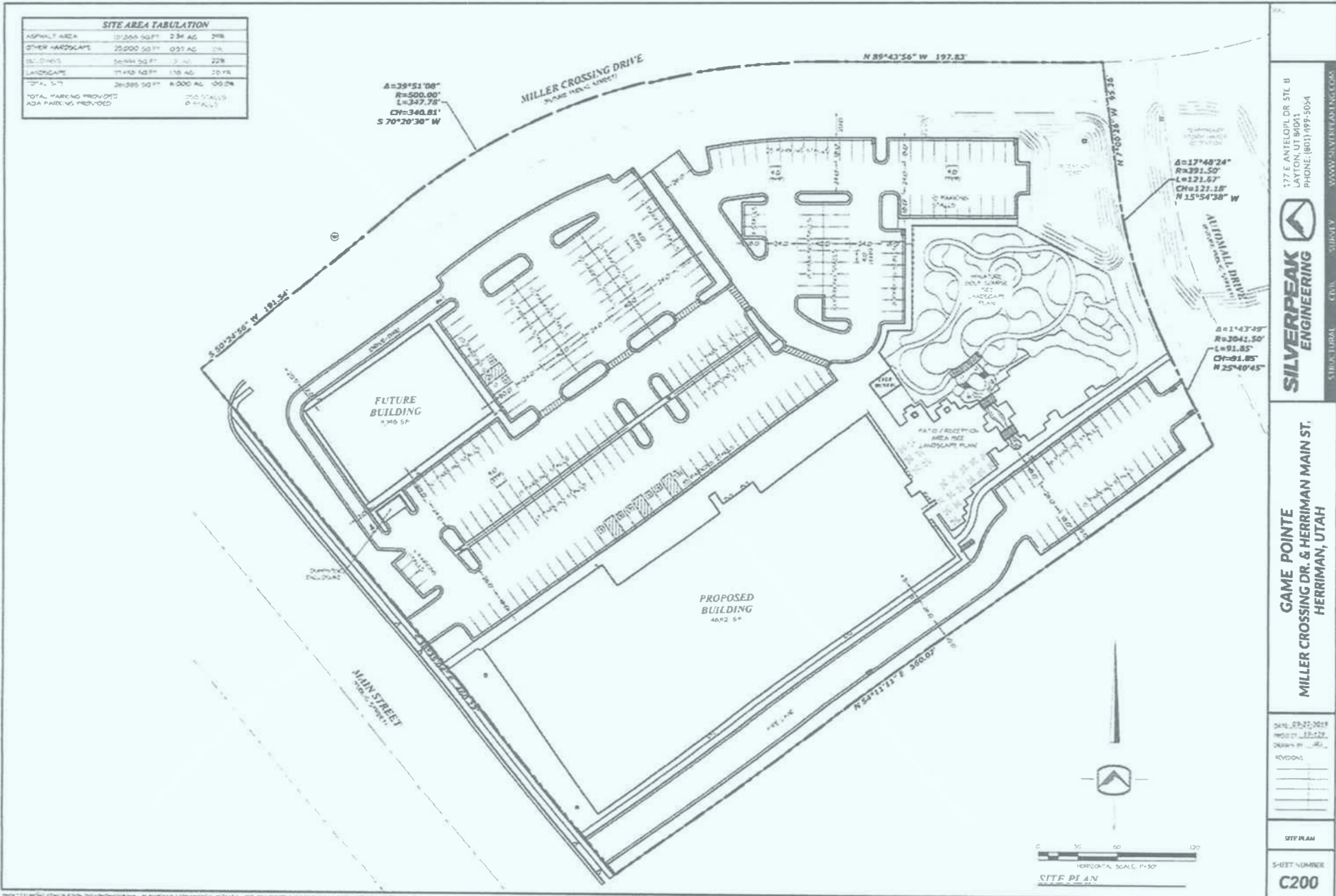
Exhibit B - Prior Agreement

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.

Exhibit B - Prior Agreement



177 E ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 999-5054



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

DATE: 07-27-2018
PROJECT: 18-112
DRAWN BY: [Signature]
REVISIONS:

SITE PLAN
SHEET NUMBER
C200

Exhibit B - Prior Agreement

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

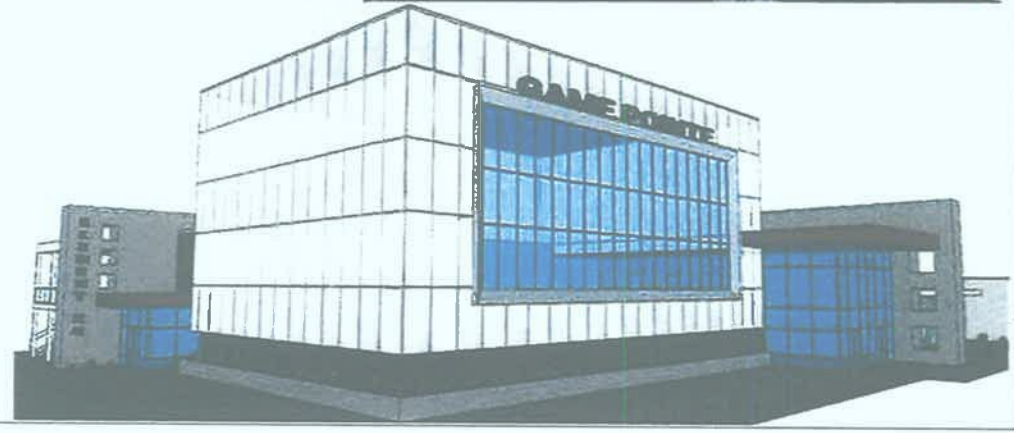
SIDE ELEVATION (RESTAURANT)



SIDE ELEVATION (MURAL)



REAR ELEVATION



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



GAME POINTE
HERRIMAN, UTAH

STEP FRONT WITH BRIST GLASS

AI

CONCEPTUAL DESIGN IS SUBJECT TO CHANGE

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)

Exhibit B - Prior Agreement

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

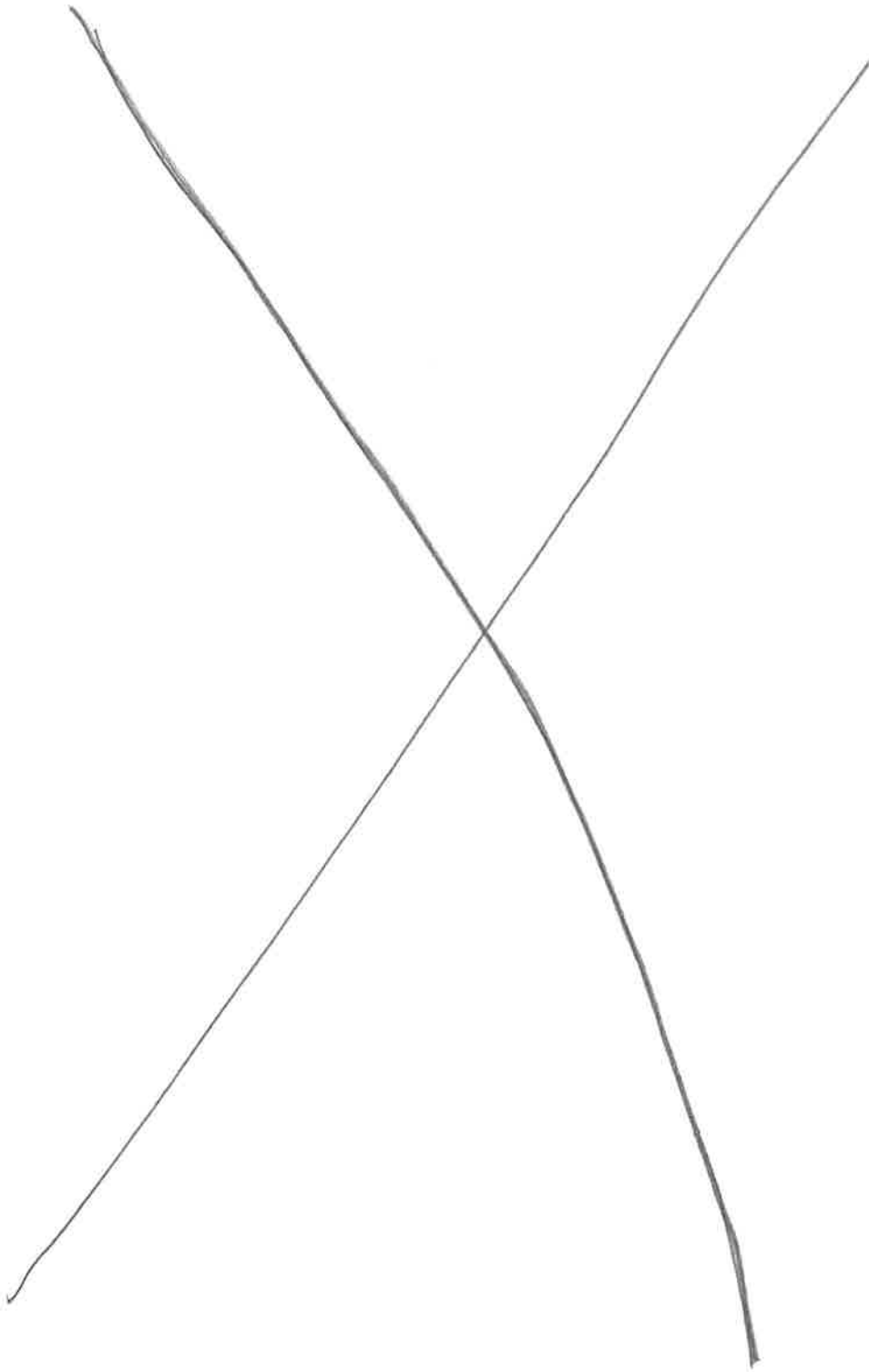
By _____
Its: _____ **Manager** _____
Dated: _____

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
NATHAN CHERPESKI, City Manager

ATTEST

Jacquie Nostrom
JACQUIE NOSTROM, City Recorder

Todd Sheeran
TODD SHEERAN, City Attorney
Approved as to form and legality



GAME POINTE PROPERTIES, LLC

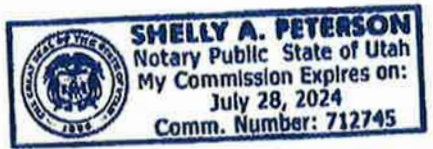
Signature: *Aaron Osmond*

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 sp. Shelby H. 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.



Shelly A. Peterson
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 R~~

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.

EXHIBIT B

Letter Executing Original Repurchase Option



HERRIMAN CITY

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

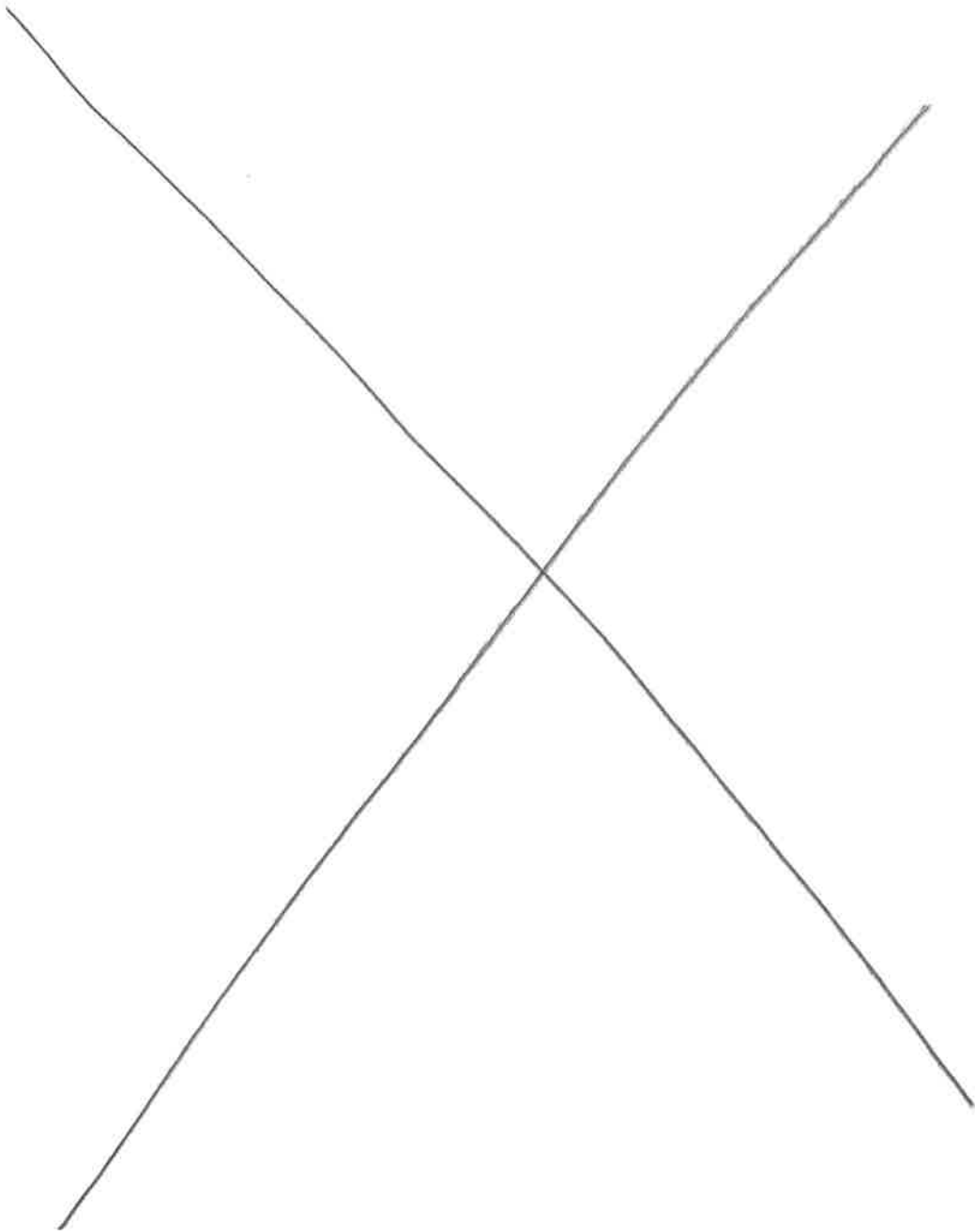
Title:

Manager

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



Exhibit D – Concept Plan





PRINTED DATE
04.05.2023

LAYTON DAVIS
ARCHITECTS
PLANNERS
ENGINEERS
LANDSCAPE ARCHITECTS
1000 WEST PARKWAY SUITE 1000
SALT LAKE CITY, UT 84119

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

CHRONOLOGY

PROJECT NO
23-003

DWN BY/CHK BY
CWL

TITLE
CONCEPTUAL
SITE PLAN

24X36 SHEET #

A100

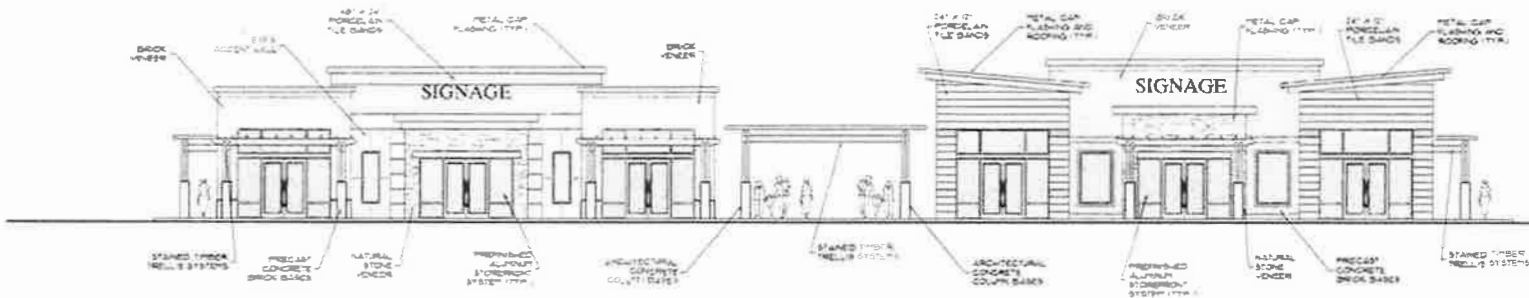
↑ NORTH
CONCEPTUAL - OVERALL SITE PLAN
SCALE: 1" = 50'



1 BUILDING ONE - EAST ELEVATION



2 BUILDING TWO - EAST ELEVATION



BUILDING ONE AND TWO - EAST ELEVATION

PRINTED DATE
03.31.2023

LAYTON DAVIS
ARCHITECTS
2201 S. STATE ST. SUITE 100
SALT LAKE CITY, UT 84143

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

CHRONOLOGY

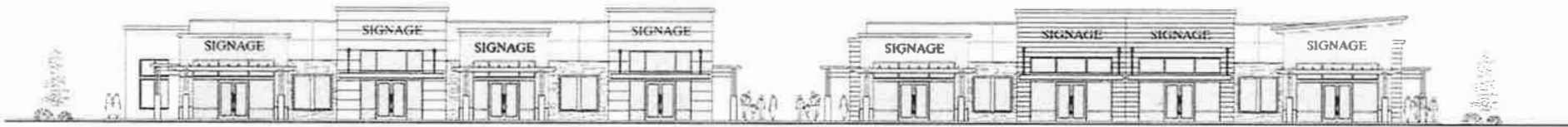
PROJECT NO
23.003

DWN BY: CHK BY
CWL

TITLE
CONCEPTUAL
BUILDING
ELEVATIONS

24X36 SHEET #

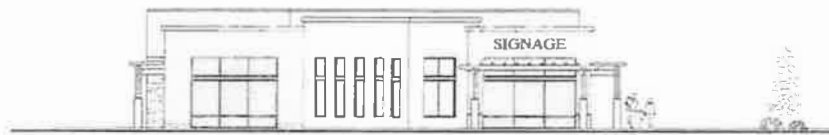
A202



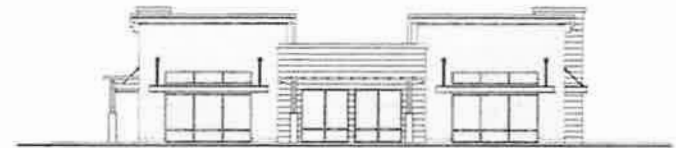
SOUTH EAST (FRONT) ELEVATION - BUILDING THREE

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

PRINTED DATE
04.05.2023

LAYTON DAVIS
ARCHITECTS
1001 EAST 2700 SOUTH SUITE 401
DALT LANE CITY, UTAH 84303

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

CHRONOLOGY

PROJECT NO
23-003

DWN BY/CHK BY
CWL

TITLE
BUILDING 3 & 4
EXTERIOR
ELEVATIONS

24X36 SHEET #
A202

Exhibit E – Design Guidelines

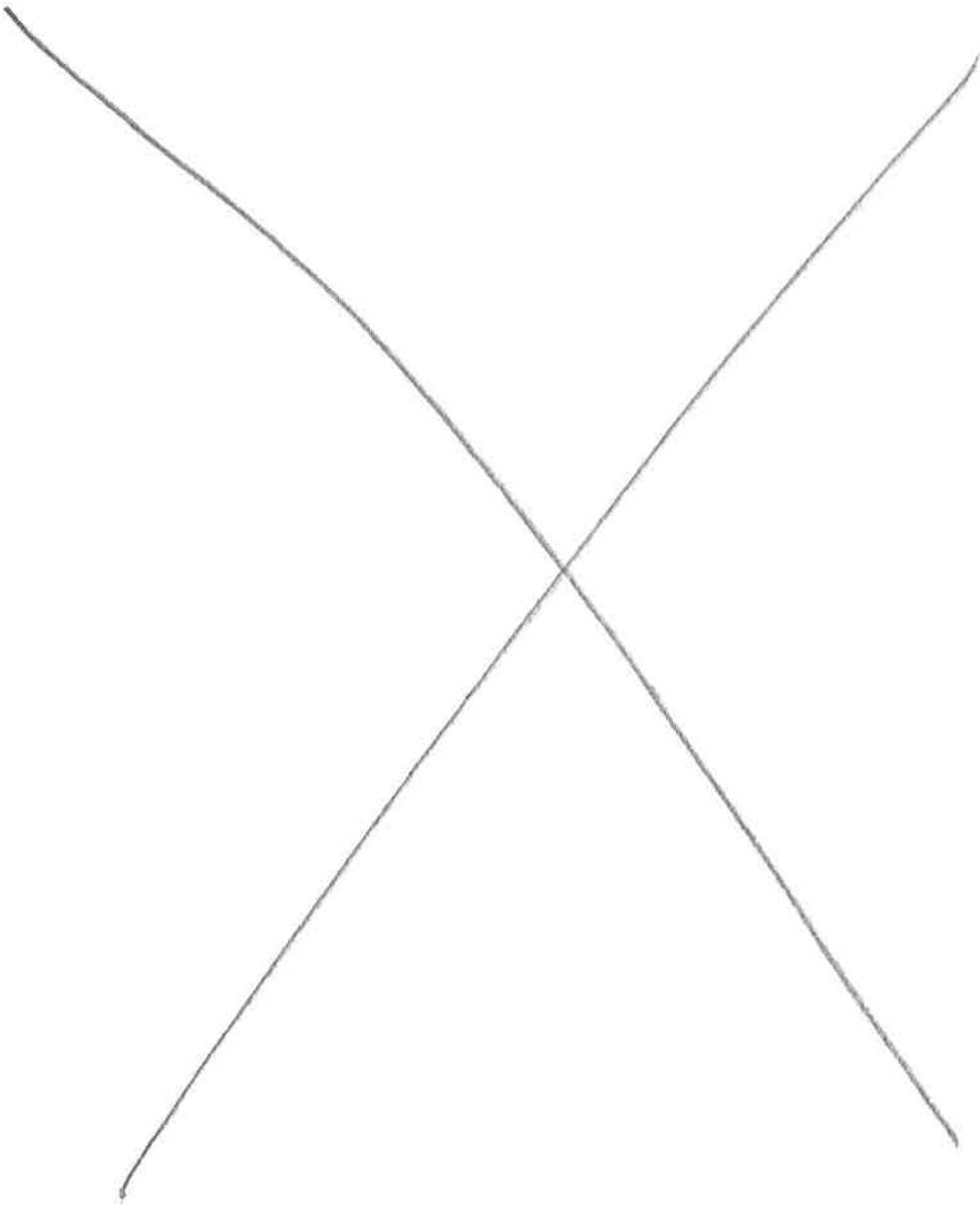


Exhibit E – Design Guidelines

MOUNTAIN VIEW PLAZA - COMMERCIAL CENTER DESIGN GUIDELINES

MARCH 29, 2023

EXHIBIT E

PROJECT NARRATIVE

MOUNTAIN VIEW PLAZA IS A PROPOSED SIX ACRE COMMERCIAL CENTER DEVELOPED BETWEEN THE INTERSECTIONS OF HERRIMAN MAIN STREET, MILLER CROSSING DRIVE, AND AUTO MALL DRIVE. IT CONTAINS NEARLY 35,000 SQUARE FEET OF RETAIL USES AND ALMOST 20,000 SQUARE FEET OF PROFESSIONAL OFFICE USES. IT IS INTENDED TO BECOME A COMMERCIAL VILLAGE OFFERING THE NEIGHBORHOOD A VARIETY OF FOOD, PROFESSIONAL SERVICES, SHOPPING, AND SOCIAL ENJOYMENT TO ADD TO AND SUPPORT A GROWING HERRIMAN.

PROVIDED BY LAYTON DAVIS ARCHITECTS

DESIGN GUIDELINES

SITE DESIGN CONSIDERATIONS

The Site Layout is intended to try to *hide* the **required** amount of parking from the Major Streets and Intersections, as best as possible. There will be a wide sidewalk dividing the internal parking area which will create a secondary safe cross-access for the site.

We are proposing that we provide a total of 5 stalls per 1,000 square feet of gross area of the total amount of office and retail square footage. We would then be allowed to increase that quantity by 10%. This would, with the current layout (54,164 sq. ft.), allow us to have 298 parking stalls.

INTERNAL PARKING PLAZAS AND LANDSCAPING

There will be a setback of no less than 12 feet from any car parked fronting the retail buildings. The front plaza area will be a mixture of paving, landscaping, and a variety of site amenities [benches, bike parking, etc.] in front of the buildings. Parking stalls rows will be interrupted at a minimum every 11 stalls with an 8-foot-wide landscape island. Each of the islands exceeding 30 feet in length will be furnished with two trees. Light poles will also be placed in some of these islands.

Where the pedestrian access crosses over a parking area driveway these crossing areas will be a different type of paving, texture, and perhaps slightly raised.

STREET SIDE PLAZAS AND LANDSCAPING

Along Herriman Main and Miller Crossing Drive there will also be plazas developed between the property line and the buildings of no less than 15 feet. These areas will be a mixture of paving, landscaping, and site amenities. These plazas will be designed appropriately for the type of tenancy in those buildings and coordinated with the development of the park strip between the property lines and the street curb, with the Herriman City Planning and Engineering departments.

There will be the required trees at 30 feet minimum spacing along the public rights-of-way. Special attention and landscaping berms and buffers will be employed surrounding the dumpster locations shown in Exhibit D. The dumpsters will be a minimum of 40 feet from Herriman Main and a minimum of 18 feet from Auto Mall Drive. We will also employ berm walls and landscaping buffers between the drive-thru lanes and Miller Crossing Drive to mitigate the view of vehicles and to obscure their headlights in the evening.

There will be a Major Landscaping and Public Node Feature on the corner of Herriman Main Street and Miller Crossing Drive. This plaza will offer a place to congregate and invite

pedestrians into the development. This space will serve as Mountain View Plaza. There will be a major monument sign identifying Mountain View Plaza.

STREET SIDE PLAZAS AND MONUMENT SIGNAGE

Between the pairs of buildings and their internal adjoining courtyards, we would like to see monument signs at each of these three locations, identifying each of the tenants in those pairs of buildings. The monument signs would be no greater than six feet tall, twelve feet wide, and two feet deep. Their design and material would be consistent with the building pair.

BUILDING SIGNAGE

Each tenant will be allowed to have Building Fascia Signage on the Front and the Rear Facades of the building. The maximum signage area for the FRONT will be 30" high by 70% of the frontage of their space. The maximum signage area for the REAR will be 24" high by 60% of the frontage of their space.

BUILDING SETBACKS

The proposed building set back will be a minimum of 15 feet from any property line, 20 feet maximum, except for the two buildings with drive-thrus, they will be less than 50 feet from the property line.

BUILDING DESIGN CRITERIA

The Retail Buildings will be a maximum of 24 feet in height and single story. The Professional Office Building will be a maximum of 35 feet and will be two stories. All Retail Buildings should have a 36" minimum parapet on all exterior wall sides to serve as a mechanical equipment screen. The Professional Office Building will have a mechanical equipment screen of 48" from the top of the roof inset at least 25 feet from the building's exterior walls.

Retail Buildings will be required to have 30% of their facades glazed on both the front, side, and rear of the buildings when facing a plaza or courtyard.

Each Retail Building is intended to be unique and different from their "paired" building. The intention will be to use similar materials on the "paired" building, but not mirror or replicate the building. We will call these "siblings".

It is also the intension to use similar materials, but change the compositions and colors of those materials so the each "sibling pair" look clearly different than the other pairs. We will refer to these pairs of siblings as Mountain View Plaza "cousins". The Office Building will also be a "cousin" and will fit into the same Village material and color palette.

VILLAGE MATERIAL PALETTE

Along with the previously defined glazing percentages. All the glazing will be a Dark Bronze, prefinished aluminum storefront, with a 1" insulated CLEAR glass system. All storefront doors are to match, unless otherwise approved by the Planning Staff.

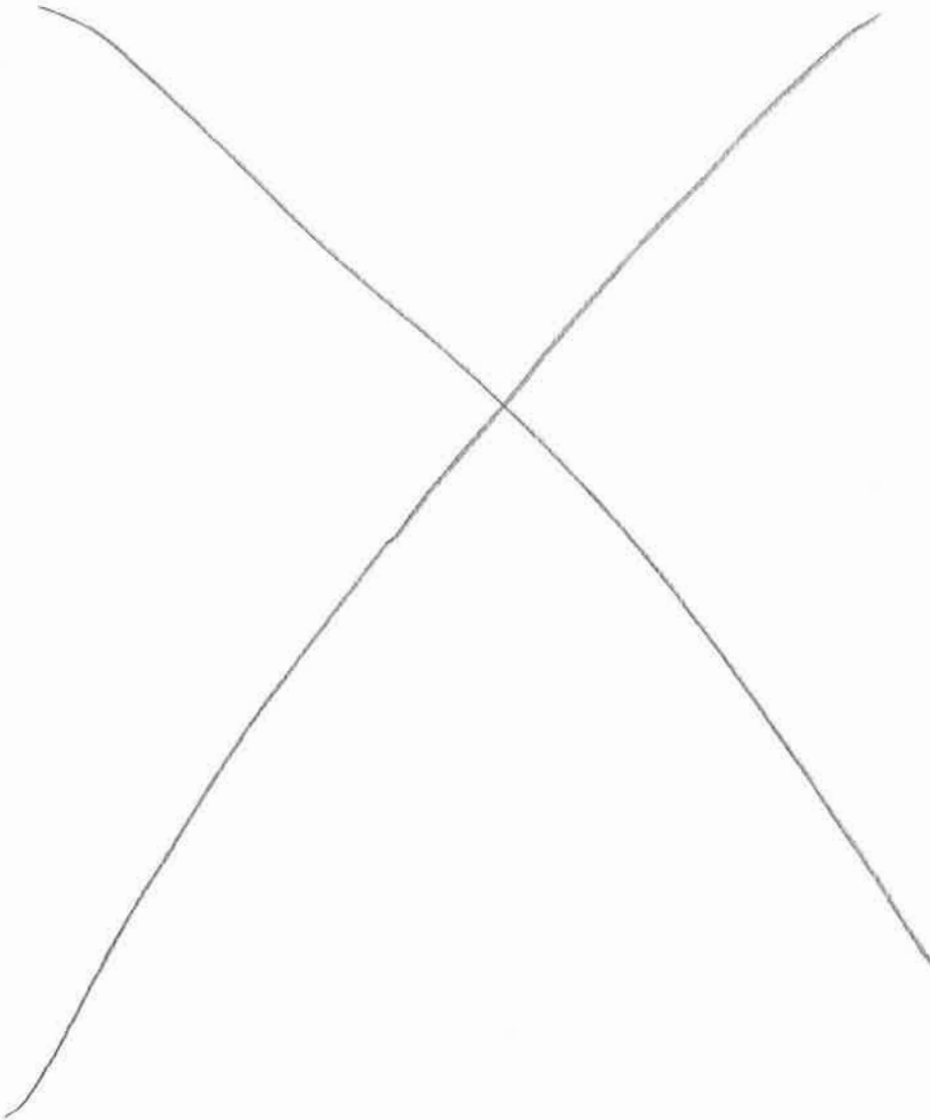
All the "non-glazed" exterior surfaces must be 70% compositions of the following materials: Thin Veneer Natural Stone; Brick Veneer; Exterior Rated Large Format Porcelain or Stone Tile; this leaves a balance of up to 30% accent in a super smooth finish Masterwall Stucco. This material is much smoother and more of a Fresco-like finish than typical EIFS products.





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



14543800 B: 11664 P: 2053 Total Pages: 8
05/15/2026 04:42 PM By: EMehanovic Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CITY OF HERRIMAN UT
5355 W HERRIMAN MAIN ST HERRIMAN, UT 840965635

WHEN RECORDED, RETURN TO:

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

AMENDMENT #2

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR
MOUNTAINVIEW PLAZA

Approved: May 13, 2026

**SECOND AMENDMENT
TO
THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR MOUNTAINVIEW PLAZA**

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR MOUNTAINVIEW PLAZA (the “Second Amendment”) is made and entered as of the 13 day of May, 2026, by and between HERRIMAN CITY, a Utah municipal corporation (“City”), and Mountainview Plaza, LLC, a Utah corporation (“Developer”). The City and the Developer are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an Amended and Restated Master Development Agreement dated July 26, 2023 (the “2023 ARMDA”) vesting certain rights and uses; and

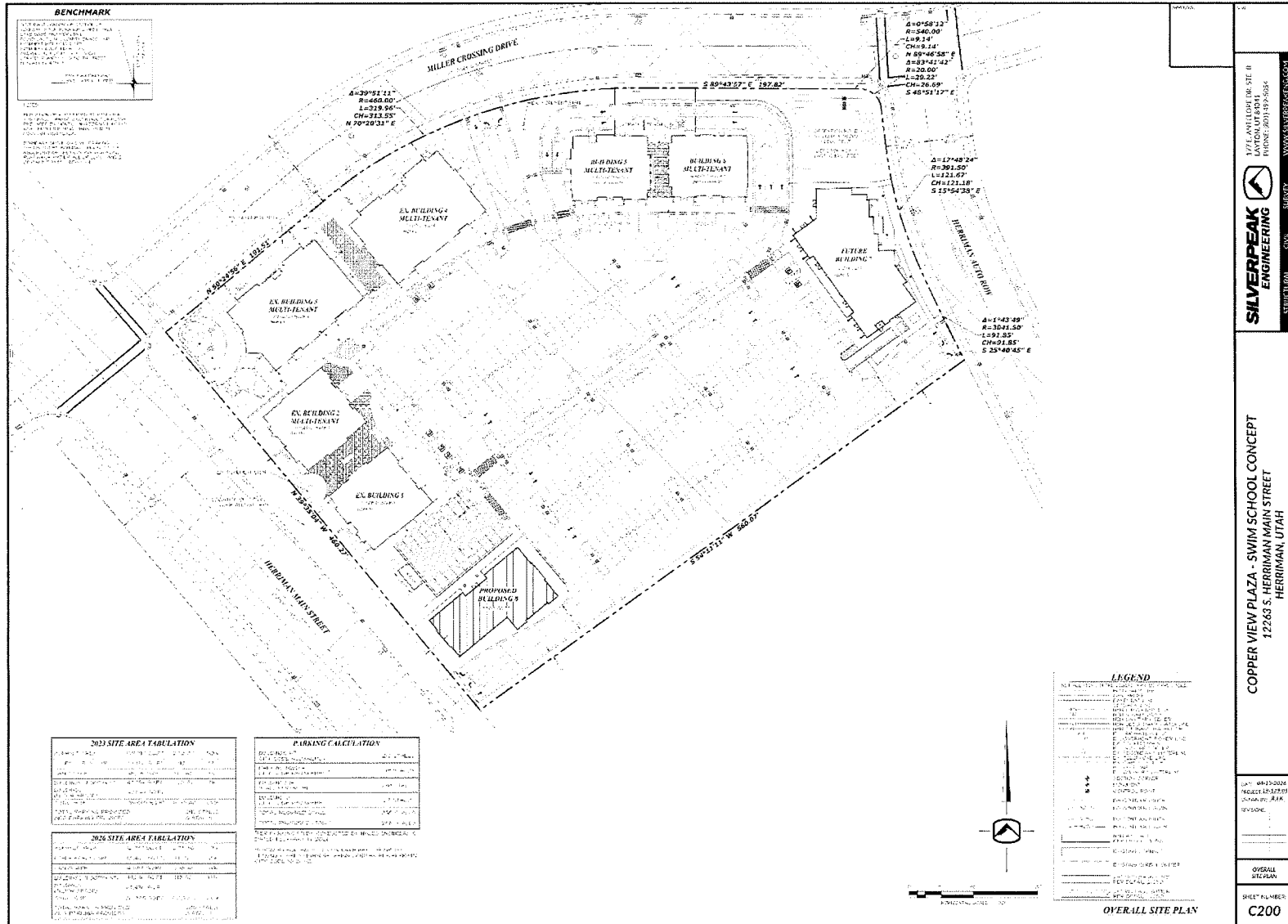
WHEREAS, the 2023 ARMDA was amended on September 13, 2024 to modify the permitted uses allowed in the Project; and

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment
 - a. Exhibit D (“Concept Plan”) is replaced in its entirety with the “Updated Concept Plan” attached hereto.

[Signatures and Acknowledgements to Follow]

Exhibit D – Updated Concept Plan



CITY

Signature: [Handwritten Signature]
By: Nathan Cherpeski
Its: City Manager
Date: 5/15/26

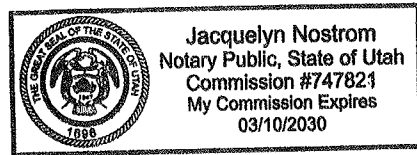
Approved as to form:

Signature: [Handwritten Signature]
Office of the City Attorney

State of Utah)
 :§
County of Salt Lake)

On this 15 day of May, 20 26 before me personally came
Nathan Cherpeski (name of document signer), whose identity is personally
known to me (or proven on the basis of satisfactory evidence) and who duly sworn/affirmed to me that
he/she is the City Manager of Herriman City and said he/she has the authority of said city to sign this
instrument and said city executed the same.

[Handwritten Signature]
Notary Public



(seal)

APPLICANT: MOUNTAINVIEW PLAZA, LLC

Signature: [Handwritten Signature]
By: Aaron Osmond
Its: owner/manager
Date: 5-15-26

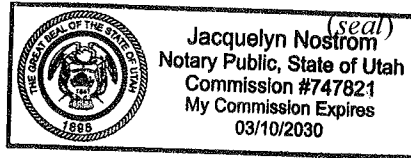
Corporate/Trust/Entity Acknowledgement

State of Utah)

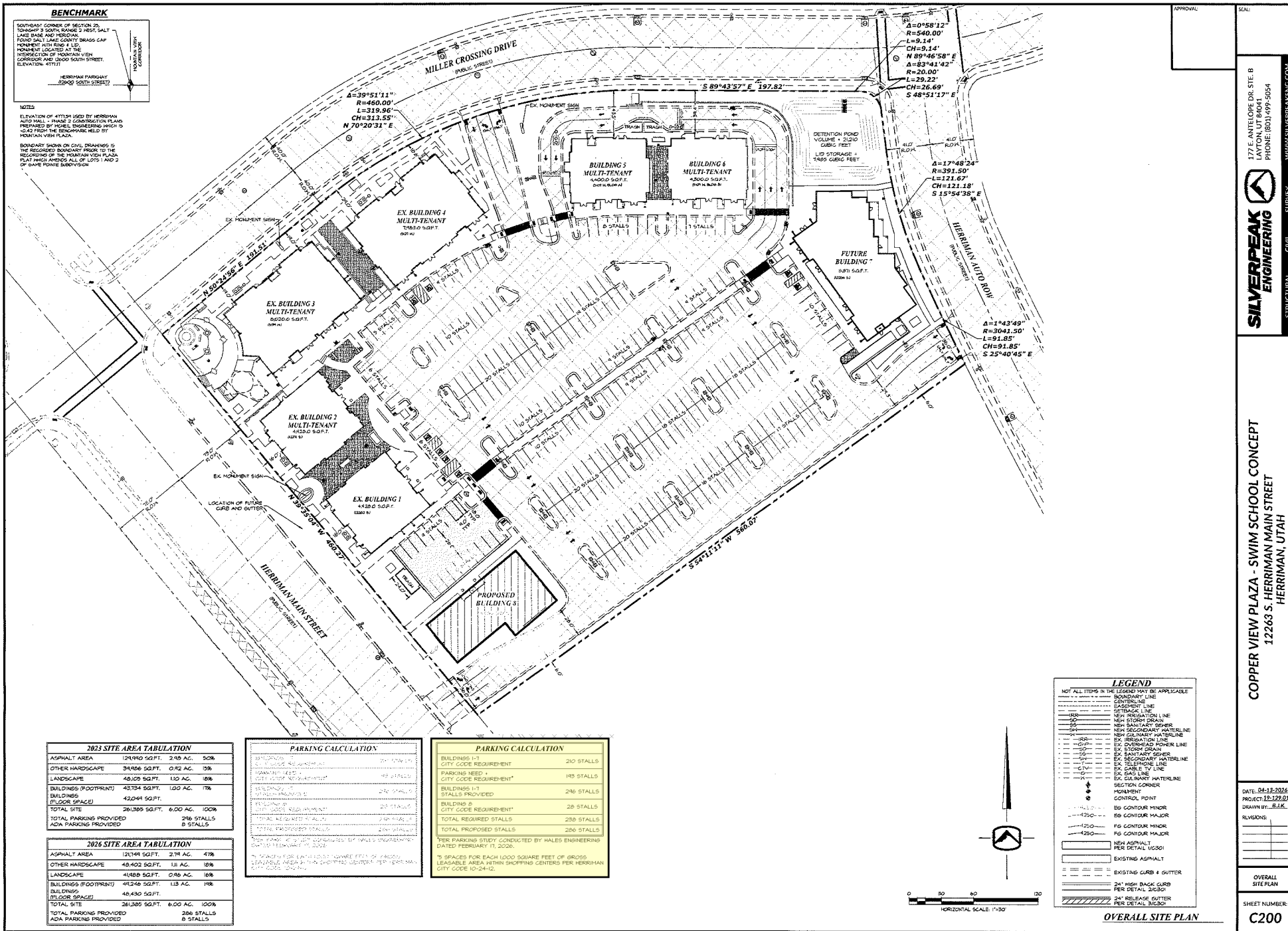
County of Salt Lake) §

On this 15th day of May, 2026, before me personally came Aaron Osmond (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who duly sworn/affirmed to me that he/she is the owner/manager (title of office) of Mountainview Plaza (name of corporation/trust/entity) and said he/she has the authority of said corporation/trust/entity to sign this instrument and said corporation/trust/entity executed the same.

[Handwritten Signature]
Notary Public



14543800 B: 11664 P: 2058 Page 6 of 8



BENCHMARK
 SOUTHWEST CORNER OF SECTION 25,
 TOWNSHIP 8 SOUTH, RANGE 2 WEST, SALT
 LAKE BASIN AND MERIDIAN
 FOUNDATION, LANCE GANTT BRASS CAP
 MONUMENT WITH IRON & S.S.
 MONUMENT LOCATED AT THE
 INTERSECTION OF HERRIMAN AVENUE
 (CORRIDOR) AND 12000 SOUTH STREET
 ELEVATION: 4711.1

NOTES
 ELEVATION OF 4711.24 USED BY HERRIMAN
 AUTO MALL - PHASE 2 CONSTRUCTION PLANS
 PREPARED BY MODEL ENGINEERING WHICH IS
 1/4" = 1' FROM THE TEMPERATURE HELD BY
 HERRIMAN VISION PLANS
 BOUNDARY SHOWN ON CIVIL DRAWINGS IS
 THE RECORDS BOUNDARY PRIOR TO THE
 RECORDING OF THE POINTMAN VISION PLAZA
 PLAT WHICH AFFECTS ALL OF LOTS 1 AND 2
 OF SAID POINTMAN SUBDIVISION

2023 SITE AREA TABULATION

ASPHALT AREA	124,748 SQ.FT.	2.45 AC.	50%
OTHER HARDSCAPE	34,916 SQ.FT.	0.79 AC.	15%
LANDSCAPE	45,009 SQ.FT.	1.02 AC.	18%
BUILDINGS (FOOTPRINT)	43,734 SQ.FT.	1.00 AC.	17%
BUILDINGS (FLOOR SPACE)	43,044 SQ.FT.		
TOTAL SITE	248,389 SQ.FT.	5.60 AC.	100%
TOTAL PARKING PROVIDED	286 STALLS		
ADA PARKING PROVIDED	8 STALLS		

2026 SITE AREA TABULATION

ASPHALT AREA	124,748 SQ.FT.	2.74 AC.	47%
OTHER HARDSCAPE	48,402 SQ.FT.	1.11 AC.	19%
LANDSCAPE	44,829 SQ.FT.	0.98 AC.	16%
BUILDINGS (FOOTPRINT)	43,249 SQ.FT.	1.15 AC.	19%
BUILDINGS (FLOOR SPACE)	48,430 SQ.FT.		
TOTAL SITE	248,389 SQ.FT.	5.60 AC.	100%
TOTAL PARKING PROVIDED	286 STALLS		
ADA PARKING PROVIDED	8 STALLS		

PARKING CALCULATION

BUILDING 1	4,220 SQ.FT.	20 STALLS
BUILDING 2	4,220 SQ.FT.	20 STALLS
BUILDING 3	4,220 SQ.FT.	20 STALLS
BUILDING 4	4,220 SQ.FT.	20 STALLS
BUILDING 5	4,220 SQ.FT.	20 STALLS
TOTAL BUILDING STALLS		100 STALLS
PROPOSED BUILDING 5	4,220 SQ.FT.	20 STALLS
TOTAL PROPOSED STALLS		120 STALLS

PARKING CALCULATION

BUILDINGS 1-5	CITY CODE REQUIREMENT	210 STALLS
PARKING NEED + CITY CODE REQUIREMENT*		149 STALLS
BUILDINGS 1-5	STALLS PROVIDED	246 STALLS
BUILDING 6	CITY CODE REQUIREMENT*	28 STALLS
TOTAL REQUIRED STALLS		286 STALLS
TOTAL PROPOSED STALLS		286 STALLS

*PER PARKING STUDY CONDUCTED BY HALES ENGINEERING DATED FEBRUARY 17, 2026.
 *5 SPACES FOR EACH 1,000 SQUARE FEET OF GROSS LEASABLE AREA WITHIN SHOPPING CENTERS PER HERRIMAN CITY CODE 10-24-12.

LEGEND

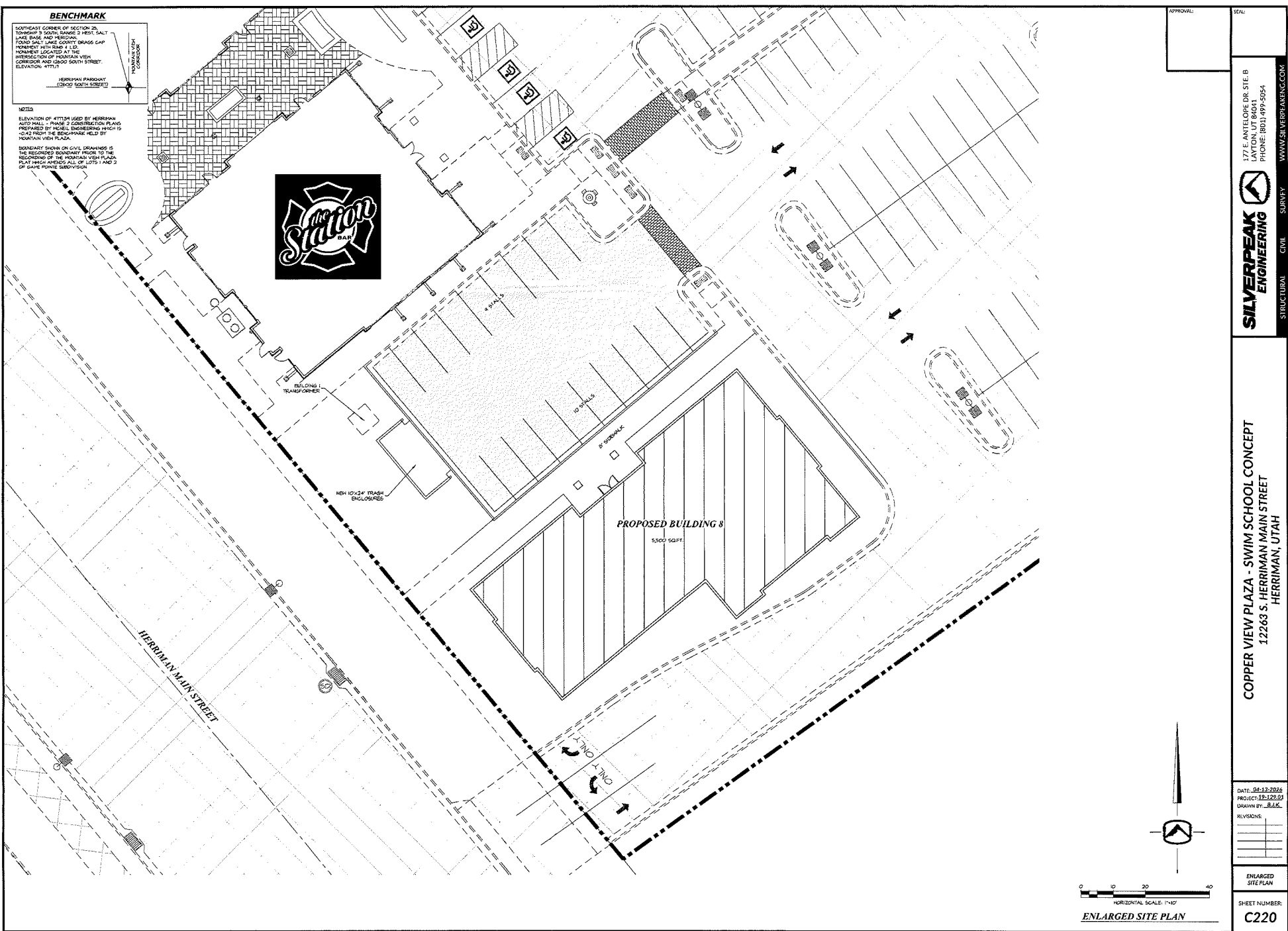
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE
 BOUNDARY LINE
 CENTER LINE
 EASEMENT LINE
 UTILITY LINE
 NEW RESIGNAL LINE
 NEW STORM DRAIN
 NEW SANITARY SEWER
 NEW SECONDARY WATERLINE
 NEW GAS MAIN WATERLINE
 EX. IRRIGATION LINE
 EX. OVERHEAD POWER LINE
 EX. STORM DRAIN
 EX. SANITARY SEWER
 EX. SECONDARY WATERLINE
 EX. TELEPHONE LINE
 EX. GAS LINE
 EX. CABLE TV LINE
 EX. CALIBRARY WATERLINE

NEW ASPHALT
 EXISTING ASPHALT
 EXISTING CURB 4 GUTTER
 24" HIGH BACK CURB PER DETAIL 2/3030
 24" RELEASE GUTTER PER DETAIL 2/3030

SECTION CORNER
 MONUMENT
 CONTROL POINT
 1" = 100'
 1" = 200'
 1" = 300'
 1" = 400'
 PER DETAIL UG301

OVERALL SITE PLAN

APPROVAL: _____ SEAL: _____
 177 E. ANTELOPE DR. STE. B
 LAYTON, UT 84041
 PHONE: (801) 499-8054
SILVERPEAK ENGINEERING
 STRUCTURAL CIVIL SURVEY
 WWW.SILVERPEAKENG.COM
COPPER VIEW PLAZA - SWIM SCHOOL CONCEPT
 12263 S. HERRIMAN MAIN STREET
 HERRIMAN, UTAH
 DATE: 04-13-2026
 PROJECT: 14543800
 DRAWN BY: B.J.K.
 REVISIONS:
 OVERALL SITE PLAN
 SHEET NUMBER: **C200**



IN THE DRAWING CONNECTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED AND CONSTRUCTION ON THESE LOTS SHALL BEGIN AFTER THE CONTRACTOR HAS BEEN AND THROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERTINENT AGENCIES.

APPROVAL: _____
 SEAL: _____

177 E. ANTELOPE DR. STE. B
 LAYTON, UT 84043
 PHONE: (801) 499-5054
 WWW.SILVERPEAKENGINEERING.COM



SILVERPEAK ENGINEERING
 STRUCTURAL CIVIL SURVEY
 COPPER VIEW PLAZA - SWIM SCHOOL CONCEPT
 12263 S. HERRIMAN MAIN STREET
 HERRIMAN, UTAH

DATE: 08-12-2024
 PROJECT: 12-12203
 DRAWN BY: B.J.K.

REVISIONS

ENLARGED SITE PLAN
 SHEET NUMBER:
C220