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DOC # 20200044334

Agreement Page 1 of 12
Russell Shirts Washington County Recorder
08/20/2020 03:08:21 PM Fee \$ 0.00
By ST GEORGE CITY

When Recorded Return To:
City of St. George
City Attorney's Office
175 East 200 North
St. George, Utah 84770



SG-CIVI-4-CB; SG-CIVI-5-CB

**FOURTH AMENDMENT TO
JOINT DEVELOPMENT AGREEMENT BETWEEN
SG BOULEVARD LAND, LLC, THE CITY OF ST. GEORGE,
AND THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE**

THIS FOURTH AMENDMENT TO JOINT DEVELOPMENT AGREEMENT (the "Fourth Amendment") is made this 6 day of August, 2020, by the City of St. George (the "City"), the Neighborhood Redevelopment Agency of the City of St. George ("Agency"), and SG Boulevard Land, LLC, a Utah limited liability company (the "Developer"). Each of the City, Agency and Developer are a "Party" and collectively, the "Parties" to this Fourth Amendment. This Fourth Amendment is also consented to hereby by SG Boulevard Multifamily, LLC.

RECITALS

A. On or about March 15, 2017, the City, Agency and Developer entered into that certain Joint Development Agreement recorded March 17, 2017, as Entry Number 20170011162 in the official records of Washington County, Utah, as amended by the First Amendment to Joint Development Agreement recorded July 13, 2018, as Entry Number 20180028871 in the official records of Washington County, Utah, as amended by the Second Amendment to Joint Development Agreement recorded August 13, 2019, as Entry Number 20190032106 in the official records of Washington County, Utah, as amended by the Third Amendment to Joint Development Agreement recorded December 10, 2019, as Entry Number 20190051715 in the official records of Washington County, Utah, (collectively, the "Original Joint Development Agreement"). The Original Joint Development Agreement as amended by this Fourth Amendment shall hereinafter be referred to as the "Joint Development Agreement". The land subject to the Joint Development Agreement is located in Washington County, State of Utah and is more fully described on Exhibit A attached hereto.

B. The Parties desire to amend the Joint Development Agreement to reflect additional land being transferred to Developer.

AGREEMENT:

NOW, THEREFORE, the Owners hereby amend the Joint Development Agreement as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Original Joint Development Agreement.
2. **Special Warranty Deed and Amended Plat.** The City shall deliver to Developer an executed original of the document attached hereto as Exhibit B, titled "Special Warranty Deed," by which the City intends to transfer to Developer the land identified on Exhibit C, constituting a portion of Lot 5 of the City View Subdivision, for inclusion in Lot 4 of the City View Subdivision. The City's obligation to deliver the Special Warranty Deed is contingent upon the preparation and simultaneous recording of an amended plat, signed by the City, Developer, and SG Boulevard Multifamily, LLC, amending the common boundary between Lot 4 and Lot 5 of the City View Subdivision to include the property transferred by the Special Warranty Deed and preserving for, or transferring to, the City any easements reasonably required

by the City, in its capacity as the land use authority. The City, Developer and SG Boulevard Multifamily, LLC shall jointly file an application with the City for approval of the lot line adjustment pursuant to Utah Code § 10-9a-608. The Special Warranty Deed and Amended Plat shall promptly be simultaneously recorded with the Office of County Recorder for Washington County, Utah. Developer shall bear the cost of preparing and recording the amended plat and recording the Special Warranty Deed.

3. Amendment to Original Joint Development Agreement Text. The Parties hereby amend the Original Joint Development Agreement as follows, which changes shall be deemed to have been originally included in the Original Joint Development Agreement:

3.1. §110(3) is hereby amended by changing the reference from approximately 1.59 acres to approximately 1.802 acres.

3.2. §307 is hereby amended by changing the reference from 1.59 acres to 1.802 acres and the Agency Land Value from \$1,733,300 to 1,962,378. Notwithstanding any language in the Original Joint Development Agreement, the land contributed pursuant to this Fourth Amendment is to be fully included as part of the City's land contribution related to Phase 1 and/or Phase 2 as treated in the Original Joint Development Agreement.

4. Survival of Remaining Terms of Original Joint Development Agreement. Except as specifically amended herein, the Original Joint Development Agreement, and the First, Second and Third Amendments, and all of their terms and provisions, remain in full force and effect.

5. Effective Date. This Fourth Amendment shall be effective as of the date of recording in Washington County, Utah, of an original of this Fourth Amendment properly executed and acknowledged.

[SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the date first written above.

CITY OF ST. GEORGE:

Jonathan T. Pike
Signature

By: Jonathan T. Pike

Its: Mayor

Date: 7/30/2020



ATTEST:

Christina Fernandez
Signature

By: Christina Fernandez

Title: City Recorder

Date: 7/30/2020

NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE:

Jonathan T. Pike
Signature

By: Jonathan T. Pike

Its: Chairman

Date: 7/30/2020



ATTEST:

Christina Fernandez
Signature

By: Christina Fernandez

Title: City Secretary

Date: 7/30/2020

APPROVED AS TO FORM:

Signature *[Signature]*

By: Bryan Park

Its: CITY ATTORNEY (Assistant)

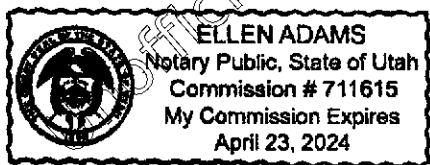
Date: July 29, 2020

State of Utah)

:SS.

County of Washington)

The foregoing instrument was acknowledged before me this 30th day of JULY, 2020, by Jonathan T. Pike who duly acknowledged to me that having received proper authorization to do so, s/he signed this instrument.



[Signature]
Notary Public

**CONSENT TO FOURTH AMENDMENT TO
JOINT DEVELOPMENT AGREEMENT BETWEEN
SG BOULEVARD LAND, LLC, THE CITY OF ST. GEORGE,
AND THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE**

SG Boulevard Multifamily, LLC, hereby consents to the FOURTH AMENDMENT TO JOINT DEVELOPMENT AGREEMENT (the "Fourth Amendment") as expressed above and authorizes the Fourth Amendment to be recorded with the Office of County Recorder for Washington County, Utah.

SG BOULEVARD MULTIFAMILY, LLC



Signature

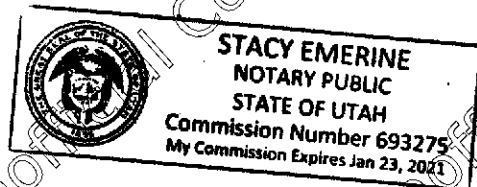
Name: CAMERON GUNTER
Its: MANAGER
Date: 7/16/2020

State of Utah)
) :ss.
County of Utah)

The foregoing instrument was acknowledged before me this 16th day of July, 2020, for and on behalf of SG BOULEVARD MULTIFAMILY, LLC by Cameron Gunter, its Manager, who duly acknowledged to me that having received proper authorization to do so, he signed this instrument for and in behalf of the limited liability company, and that the execution of the instrument is the act of the limited liability company for the purposes stated in it.



Notary Public



**EXHIBIT A
LEGAL DESCRIPTION OF THE SITE**

SG-CIVI-4-CB Lot 4, City View Final Plat Subdivision, St. George, Utah, according to the Official Plat thereof on file and of record in the Washington County Recorder's Office, Utah

SG-CIVI-5-CB Lot 5, City View Final Plat Subdivision, St. George, Utah, according to the Official Plat thereof on file and of record in the Washington County Recorder's Office, Utah

**EXHIBIT B
SPECIAL WARRANTY DEED**

[FORM FOLLOWS ON NEXT PAGE]

When Recorded Return To:

City of St. George
175 East 200 North
St. George, Utah 84770

A portion of tax ID: SG-CIVI-5-CB

SPECIAL WARRANTY DEED

St. George City, a Utah municipal corporation, Grantor, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by SG Boulevard Multifamily, LLC, a Utah limited liability company, Grantee, receipt of which is hereby acknowledged, does hereby convey and warrant to Grantee, against all who claim by, through or under Grantor, but not otherwise, the following described property (the "Property") located in the County of Washington, State of Utah (but does not warrant the square footage or acreage set forth below):

[insert legal description here]

TOGETHER WITH all improvements and appurtenances thereunto belonging, if any,

SUBJECT TO (i) current taxes and assessments, (ii) rights-of-way, easements, covenants, restrictions, reservations and other matters of record, (iii) facts, rights, interests or claims that could be ascertained by an inspection of the Property or by making inquiry of persons in possession of the Property, and (iv) discrepancies, conflicts in boundary lines, shortages in area, encroachments or other facts that a correct survey would disclose.

EXCEPTING THEREFROM any and all water rights appurtenant to said property.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this _____ day of _____, 2020.

GRANTOR: St. George City

By: Jonathan T. Pike, Mayor

STATE OF UTAH)

ss.

County of Washington)

On the _____ day of _____ 2020, personally appeared before me, Jonathan T. Pike, the Mayor of St. George City, known or identified to me to be the person whose name is signed on the foregoing document and acknowledged that he executed the same voluntarily for its stated purpose on behalf of said City.

Notary Public

PORTION OF LOT 5 TO BE ADDED TO LOT 4 (CITY VIEW SUBDIVISION):

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF LOT 5 OF CITY VIEW SUBDIVISION FILED AS DOCUMENT NO. 20180013606 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N0°08'50"E, 271.91 FEET ALONG THE WEST LINE OF SAID LOT 5 TO THE LOT CORNER COMMON TO LOTS 2 AND 5 OF SAID SUBDIVISION; THENCE S89°51'16"E, 35.03 FEET ALONG THE COMMON LOT LINE OF LOTS 2 AND 5 AND AN EXTENSION THEREOF; THENCE S0°08'44"W, 31.75 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID SUBDIVISION; THENCE ALONG THE LOT LINE COMMON TO LOTS 4 AND 5 THE FOLLOWING FIVE (5) COURSES: S0°08'47"W, 69.02 FEET; THENCE N89°51'13"W, 2.28 FEET; THENCE S0°08'47"W, 116.04 FEET; THENCE S89°51'13"E, 1.51 FEET; THENCE S0°08'47"W, 55.10 FEET TO THE LOT CORNER COMMON TO LOTS 4 AND 5, SAID POINT BEING ON THE NORTH LINE OF TABERNACLE STREET, THENCE N89°51'22"W, 34.26 FEET ALONG THE SOUTH LINE OF LOT 5 AND THE NORTH LINE OF TABERNACLE STREET TO THE POINT OF BEGINNING.

CONTAINING 0.212 ACRE.

**EXHIBIT C
LEGAL DESCRIPTION OF LAND TO BE TRANSFERRED FROM LOT 5 TO LOT 4 OF THE CITY
VIEW SUBDIVISION**

