w. m

When recorded, return to:

Midvale City 7505 South Holden Street Midvale, UT 84047 Attn: Midvale City Recorder

12159053
10/27/2015 01:20 PM \$143.00
Book - 10374 Pp - 1-66
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAN
GARDNER COMPANY
90 S 400 W #360
SALT LAKE CITY UTAH 84101

BY: LHP, DEPUTY - WI 66 P.

Parcel ID: 21-26-276-006

DEVELOPMENT AGREEMENT
(CHG PROJECT)
Midvale City, Utah

THIS DEVELOPMENT AGREEMENT (this "Development Agreement") is entered into as of this ______ day of ______, 2015 by and between Arbor Gardner Bingham Junction Office 3, L.C., a Utah limited liability company and Arbor Gardner Bingham Junction Office 4, L.C., a Utah limited liability company (individually and collectively, as the context may require, the "Developer"), and Midvale City Corporation, a Utah municipal corporation ("Midvale City" or "City"). Developer and City are sometimes referred to herein, individually, as a "Party," and collectively, as the "Parties."

- A. <u>Property</u>. Developer is the owner of certain real property within Midvale City (as more particularly defined below, the "Property").
- B. <u>CHG Project</u>. Developer intends to construct on the Property Class A office buildings with parking (as more particularly defined below, the "CHG Project").
- C. <u>Master Development Agreement and Junction Agreement</u>. The Property is subject to that certain Master Development Agreement for the Bingham Junction Project between Littleson, Inc. and Midvale City, dated April 6, 2005 and recorded on March 10, 2006 in Book 9265 at Page 4838 as Entry No. 9659803 (the "MDA"), and to that certain Development Agreement for The Junction at Midvale Project between Arbor Gardner Bingham Junction Holdings, L.C. and Midvale City dated November 14, 2007 and recorded on March 16, 2012 in Book 9999 at Page 8618 as Entry No. 11351482 (the "Junction Agreement").
- D. <u>Large Scale Master Plan</u>. The Midvale City Planning Commission (the "Planning Commission") approved a Large Scale Master Plan for the overall CHG Project on May 27, 2015 (the "Large Scale Master Plan"). The conditions of approval of the Large Scale Master Plan are set forth in a letter dated May 28, 2015 from the City to Developer, a copy of which is attached as **Exhibit B** (the "Large Scale Master Plan Conditions").
- E. <u>Small Scale Master Plan</u>. The Planning Commission approved a Small Scale Master Plan for Phase I of the CHG Project on June 24, 2015 (the "Small Scale

Master Plan"). The conditions of approval of the Small Scale Master Plan are set forth in a letter dated June 29, 2015 from the City to Developer, a copy of which is attached as **Exhibit C** (the "Small Scale Master Plan Conditions").

- F. <u>Conditional Use Permit</u>. The Planning Commission approved a Conditional Use Permit to allow an intensive office use component within Phase I of the CHG Project on June 24, 2015 (the "Conditional Use Permit"). The conditions of approval of the Conditional Use Permit are set for in the letter from the City to Developer attached as **Exhibit C**.
- G. <u>Amended Plat</u>. The Property is subject to the restrictions set forth on that certain subdivision plat entitled "View 72 Retail Subdivision 3rd Amended, Amending Lot 10 Parcel A of View 72 Retail Subdivision 2nd Amended" recorded with the County Recorder for Salt Lake County, Utah on July 27, 2015 (the "Amended Plat").
- H. <u>Final Site Plan</u>. The City approved the Final Site Plan for Phase I of the CHG Project on October 20, 2015, subject to the Developer's execution of this Agreement, and a copy of the Final Site Plan stamped as "approved" by the City is attached as **Exhibit D** (the "Final Site Plan").
- I. <u>Easement Agreement</u>. In connection with the execution and recordation of this Development Agreement, the City and the Developer have executed and caused to be recorded an Easement Agreement (the "Easement Agreement") with respect to the Perimeter Open Space Areas (as defined below).
- J. <u>State Authority</u>. Pursuant to Section 10-9a-102 of the Utah Code, Midvale City is authorized to enter into development agreements as provided therein and, as a legislative act, desires to enter into this Development Agreement in order to obtain the benefits for the City provided herein.

NOW, THEREFORE, in consideration of the above recitals, terms of this Development Agreement, and the mutual benefits to be derived herefrom, the Parties agree as follows:

Article 1 The CHG Project

- 1.1 <u>Legal Description of Property</u>. The Property owned by Developer that is covered by this Agreement consists of approximately 12.97 acres of land located at 7250 South Bingham Junction Boulevard, north of Coliseum Way (7295 South), east of Bingham Junction Boulevard (900 West), south of 7200 South, and west of Grandeur View Drive (760 West), and is more fully described in **Exhibit A** (the "Property").
- 1.2 <u>Description of Project</u>. The CHG Project located on the Property includes two phases ("Phase I" and "Phase II", respectively). Together, these phases consist of approximately 339,000 square feet of building space comprised of office and ancillary,

incidental and related use, within two buildings, surface and structured parking, landscaping, and improved public open spaces as shown on **Exhibit B**. The overall project includes certain Perpetual Open Space Public Use Easement areas as shown on the Amended Plat (the "Perimeter Open Space Areas"), which will be improved by Developer with landscaping, irrigation, pedestrian pathways and pedestrian amenities as shown and described on the Final Site Plan (the "Perimeter Open Space Improvements"). Phase I of the CHG Project consists of 277,000 square feet of intensive office space, certain interior landscaping and related irrigation equipment and installations, as shown and described on the Final Site Plan (the "Landscaping Work"), certain other improvements, including without limitation, surface and structured parking, all shown and described on the Final Site Plan (the "Other Site Improvements"), and Perimeter Open Space Areas. Phase II of the CHG Project will, if Developer elects to develop Phase II, utilize a portion of the surface parking included in Phase I for additional office space and structured parking.

- 1.3 MDA and Junction Agreement. Developer acknowledges and agrees that each of the MDA and the Junction Agreement is in full force and effect and is binding upon and inures to the benefit of the Parties in the ownership and development of the Property, however, Developer agrees that it has no rights to construct any residential housing on the Property pursuant to Section 9 of the MDA or otherwise.
- 1.4 <u>Large Scale Master Plan and the Small Scale Master Plan</u>. The Large Scale Master Plan for the overall project and the Small Scale Master Plan for Phase I shall be deemed to qualify, as to the Property and the CHG Project, as the Developer's submittal of a Large Scale Master Plan and a Small Scale Master Plan under the MDA.

1.5 The CHG Project Approval

- 1.5.1 <u>Approval</u>. Pursuant to the provisions of the Amended BJ Zone (Chapter 17-7-9 of the Midvale City Municipal Code) (the "Amended BJ Zone Ordinance") and the Junction at Midvale City Zone (Chapter 17-7-9.12.2 of the Midvale City Municipal Code) (the "Junction at Midvale City Zone Ordinance") in effect as of the date of this Agreement (together, the "Zoning Ordinances"), the CHG Project has been approved by the City, subject to the provisions of the Zoning Ordinance in effect on the date hereof, the MDA, the Junction Agreement, the Large Scale Master Plan Conditions, the Small Scale Master Plan Conditions, the Amended Plat, the Conditional Use Permit, the Final Site Plan, and this Agreement.
- 1.5.2 <u>Vested Rights</u>. The City acknowledges and agrees that Developer has the vested rights to develop and construct the CHG Project in accordance with the provisions of the Zoning Ordinances in effect on the date hereof, the MDA, the Junction Agreement, the Large Scale Master Plan Conditions, the Small Scale Master Plan Conditions, the Amended Plat, the Conditional Use Permit, the Final Site Plan, and this Agreement; <u>provided</u>, <u>however</u>, that Developer acknowledges and agrees to the following: (a) that the construction and operation of the CHG Project is subject to all Applicable Laws (as defined in Section 3.3); and (b) a Small Scale Master Plan and Final Site Plan must be

reviewed and approved for the Phase II area of the CHG Project prior to any development occurring in this area beyond any infrastructure and improvements required for Phase I. These plans shall be consistent with the Large Scale Master Plan approval included in **Exhibit B**, comply with Article 2, and shall follow the review process outlined in Section 17-3-6 of the Zoning Ordinance.

- 1.5.3 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.5.2, Developer 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, as a matter of law, be limited by contract. The City further agrees that notwithstanding the retained power of the City to enact legislation under its police powers, such legislation shall only be applied to modify the vested rights of Developer under the terms of this Agreement if such legislation is based upon policies, facts, and circumstances that are sufficient to satisfy the compelling countervailing public interest exception to the vested rights doctrine of the State of Utah. The City further agrees that any proposed legislative changes that may affect the vested rights of the Project shall be of general application to all development activity within the City. The City further agrees that unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed legislative change that may modify vested rights under this Agreement under the compelling, countervailing public interest exception to the vested rights doctrine.
- 1.5.4 Amendments to Final Site Plan. In the event that Developer desires in the future to amend the Final Site Plan in any material respect, and if the City approves of such amendment in accordance with all Applicable Laws, including without limitation, the zoning ordinances in effect as of the date of such amendment, the Parties may enter into an agreement that approves the substitution of the new approved Final Site Plan to replace the original Final Site Plan. Notwithstanding anything contained herein, Developer shall have no vested right to such amendment as provided above, but rather the approval by the City of any such amendment to the Final Site Plan shall be subject to Developer's compliance with the then Applicable Laws, including without limitation the then existing zoning ordinances.

Article 2 Conditions of Master Planned Development

2.1 <u>Final Site Plan</u>. Developer agrees that it will construct Phase I of the CHG Project as shown on the Final Site Plan and in accordance with the Large Scale Master Plan Conditions and the Small Scale Master Plan Conditions. If Developer elects to construct Phase II of the CHG Project, Developer agrees that it will construct Phase II of the CHG Project in accordance with the Large Scale Master Plan Conditions and future Small Scale Master Plan and Final Site Plan.

2.2 Agreement to Comply with Specific Conditions of Approval.

2.2.1 Access. Developer agrees that:

- 2.2.1.1 Prior to the commencement of any vertical construction of the CHG Project, the following must be installed, all as reviewed and approved in writing by the Fire Marshall of the Unified Fire Authority: (a) a 20-foot wide compacted slag and gravel base road leading to the construction site from an existing public street, (b) an entrance off such existing public street for such road, (c) a 20-foot wide compacted slag and gravel base temporary road around the office building footprint to allow for ambulance access, and (d) each of the fire hydrants supporting the building as shown on the Final Site Plan must be live.
- 2.2.1.2 Prior to the issuance of the first Certificate of Occupancy issued with respect to the CHG Project, all fire hydrants supporting the building as shown on the Final Site Plan must be live.
- 2.2.1.3 Prior to the issuance of the first Certificate of Occupancy issued with respect to the CHG Project, Coliseum Way between Grandeur View Drive and Bingham Junction Boulevard must be completed and accepted by the City.

2.2.2 Landscaping Work. Developer agrees that:

- 2.2.2.1 All of the Landscaping Work must be installed and in working order in accordance with the Final Site Plan prior to the issuance of the first Certificate of Occupancy with respect to the CHG Project.
- 2.2.2.2 If seasonal conditions or site construction issues make such installation unfeasible at the time Developer requests such Certificate of Occupancy, Developer shall guarantee the same through an irrevocable commitment of funds in the form of a check to be provided by Developer and deposited by the City in a reserve account established for such purpose. This amount shall be released to Developer upon Developer's completion of the Landscaping Work, provided the City finds such improvements comply with the approved plan.
- 2.2.2.3 In the event Developer shall so guarantee the same, then the Landscaping Work shall be completed within six months of the first Certificate of Occupancy being issued with respect to the CHG Project. The irrevocable commitment of funds shall be made available to the City to complete the Landscaping Work, if Developer fails to complete this requirement within the allotted

time frame, which shall be the City's sole remedy in the event of any such failure. The fund amount shall be in the amount that the City estimates what it will cost to purchase the materials and to complete the Landscaping Work.

- 2.2.3 Perimeter Open Space Improvements. Developer agrees that:
 - 2.2.3.1 All of the Perimeter Open Space Improvements shall be completed and accepted by the City, as required by the Junction at Midvale Project Open Space and Thematic Elements and in accordance with the Final Site Plan, prior to issuance of the first Certificate of Occupancy with respect to the CHG Project. Developer shall warrant the Perimeter Open Space Improvements for one year after City acceptance.
 - 2.2.3.2 In the event that seasonal or site construction issues make such installation unfeasible at the time that Developer requests such Certificate of Occupancy, Developer shall guarantee the same through an irrevocable commitment of funds in the form of a check to be provided by the Developer and deposited by the City in a reserve account established for such purpose, which shall be released to Developer upon Developer's completion of the Perimeter Open Space Improvements and City's acceptance of the same.
 - 2.2.3.3 In the event Developer shall so guarantee the same, then the Perimeter Open Space Improvements shall be completed within six months of the first Certificate of Occupancy being issued with respect to the CHG Project. The irrevocable commitment of funds shall be made available to the City to complete the Perimeter Open Space Improvements, if Developer fails to complete this requirement within the allotted time frame, which shall be the City's sole remedy in the event of any such failure. The fund amount shall be in the amount that the City estimates what it will cost to purchase the materials and do the work to complete the Perimeter Open Space Improvements.
- 2.2.4 Other Site Improvements. All Other Site Improvements must be completed before the first Certificate of Occupancy may be issued with respect to the CHG Project.
- 2.3 <u>Institutional Controls</u>. Developer agrees that the Property shall be maintained, at a minimum, in accordance with the "Institutional Controls" set forth in Chapter 8.10 of the Midvale City Municipal Code (the "Institutional Controls").

Article 3 General Terms and Conditions

- Rights of Access. For the purpose of assuring compliance with this Development Agreement, upon reasonable advanced notice to Developer, representatives of the City shall have the right of access to the Property and all buildings and structures thereon without charges or fees, during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in connection within the completion of the Perimeter Open Space Improvements, the Landscape Work, and the Other Site Improvements. Such representatives shall comply with all safety rules of Developer and its general contractor, including signing a standard construction area release and, if requested by Developer, shall be accompanied by a representative of Developer. In addition, upon reasonable advanced notice to Developer, the City shall have the right to enter the Property or any buildings or improvements thereon at all reasonable times for the purpose of exercising the City's remedies under this Agreement.
- 3.2 <u>Construction of Agreement</u>. This Development Agreement shall be constructed and interpreted to ensure that the Developer complies with the requirements and conditions of the Large Scale Master Plan, the Small Scale Master Plan, the Conditional Use Permit and the Zoning Ordinances.
- 3.3 Applicable Laws. Where this Development Agreement refers to laws of general applicability to the CHG Project, then, that language shall be deemed to refer to ordinances which apply to other similarly situated, subdivided properties within Midvale City and any other applicable laws, rules or regulations, which apply to Developer's ownership, development and use of the Property, whether or not in existence on the date hereof, including without limitation any such ordinances, rules or regulations in existence on the date hereof that are subsequently amended or deleted (individually and collectively, the "Applicable Laws").
- 3.4 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors and assigns of the Developer in the ownership or development of any portion of the CHG Project or the Property.
- 3.5 Release of Developer. In the event of a transfer of the Property, Developer shall obtain an assumption by the transferee of the Developer's obligations under this Development Agreement and, in such an event, the transferee shall be fully substituted as Developer under this Development Agreement and the Developer executing this Development Agreement shall be released from any further obligations with respect to this Development Agreement.

- Duration; Survival of Developer's Obligations and Rights. The term of this Development Agreement shall commence on the date this Development Agreement is executed by both Parties and shall continue unless either terminated as provided herein or by agreement by both parties, but in no event shall the term hereof be longer than the term of the MDA as set forth in Section 12.1 thereof. Notwithstanding the foregoing, Developer's rights, remedies, obligations and responsibilities under this Development Agreement shall survive and continue beyond termination of this Development Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all offsite or other improvements that Developer has obligated to construct or make in connection with or as a condition of such final approval.
- 3.7 <u>Notices.</u> Any notice, confirmation or other communication hereunder shall be given in writing by hand delivery (receipted), nationally-recognized, overnight courier service, United States mail, or facsimile (confirmed) to the following addresses or numbers:

Midvale City:

Midvale City Manager
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047
FAX: (801) 567-0518

Midvale City Community Development Director MIDVALE CITY CORPORATION 7505 S. Holden Street Midvale City, UT 84047 FAX: (801) 567-0518

Midvale City Attorney
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047
FAX: (801) 567-0518

Developer:

Arbor Commercial Real Estate L.L.C. 126 West Sego Lily Drive, Suite 275 Sandy, Utah 84070 Attention: John Gust With a copy required for notice to: K.C. Gardner Company, L.C. 90 South 400 West, Suite 360 Salt Lake City, Utah 84101-1365 Attention: Christian Gardner

Any Party hereto may change its address by notice given to the other Parties in the manner required for other notices above.

- 3.8 Savings Clause; Severability. If any provisions of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of this Development Agreement, or the application of such provision to the persons or circumstances other than those to which it is held invalid, shall not be affected thereby or considered invalid. If any part or provision of this Development Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Development Agreement 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.
- 3.9 No Third Party Rights. This Development Agreement does not create any third party beneficiary rights. It is specifically understood by the Parties that: (a) the development of the Property under this Development Agreement is a private development, (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on the Property, and (c) Developer shall have full power over and exclusive control of the Property subject to the obligations of Developer under this Development Agreement, the Easement Agreement and all Applicable Laws.
- 3.10 Integration. Except as otherwise specified and agreed in writing, this Development Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind of nature, and may only be modified by a subsequent writing duly executed by the Parties hereto. By this reference, the foregoing recitals and the attached exhibits are incorporated in and made a part of this Development Agreement by this reference.
- 3.11 <u>Further Assurances</u>. The Parties to this Development Agreement agree to reasonably cooperate with each other in effectuating the terms and conditions of this Development Agreement and, further, agree to execute such further agreements, conveyances and other instruments as may be required to carry out the intent and purpose of this Development Agreement.

- 3.12 <u>Waiver: Time of Essence.</u> No failure or delay in exercising any right, power or privilege hereunder on the part of any Party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the Party making the waiver. Time is of the essence of this Development Agreement.
- Obligations and Rights of Mortgage Lenders. Developer may finance the Property 3.13 and may execute one or more mortgages, deeds of trust or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Development Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but, upon a foreclosure or delivery of a deed in lieu of foreclosure of such mortgage, deed of trust or other security arrangement, shall otherwise be bound by all of the terms and conditions of this Development Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Development Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than following a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, such holder shall be permitted to construct the improvements provided for or authorized by this Development Agreement. Additionally, nothing herein shall be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to the Applicable Laws.
- 3.14 <u>Disputes</u>. In the event that a dispute arises in the interpretation or administration of this Development Agreement or if the default mechanism contained herein shall not resolve a default under this Development Agreement, then prior to taking any action to terminate this Development Agreement every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the Parties. If no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The Parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference or disagreement. The mediation shall be non-binding. Notwithstanding the foregoing, the Parties agree that the City retains the right to exercise

- enforcement of its police powers in the event Developer is in direct violation of a provision of this Development Agreement or of any Applicable Law.
- 3.15 Institution of Legal Action; Restriction on Remedies. In the event that the mediation does not resolve a dispute, either Party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement or to enjoin any threatened or attempted violation of this Development Agreement, or to terminate this Development Agreement; provided, however, the Parties agree that in no event shall either Party seek or be entitled to money damages for any breach, default or violation of this Development Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.
- 3.16 <u>Counterparts</u>. This Development Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 3.17 Costs and Expenses; Attorneys' Fees. Except as otherwise specifically provided herein, each Party shall bear its own costs and expenses (including legal and consulting fees) in connection with this Development Agreement and the negotiation of all agreements and preparation of documents contemplated by this Development Agreement. In the event of a breach or dispute arising under this Development Agreement, the nonbreaching Party or the Party prevailing in such dispute shall be entitled to recover from the breaching or nonprevailing Party its costs, including, without limitation, court costs, reasonable attorneys' fees, expert witness fees, fax, copy, telephone and other incidental charges.

IN WITNESS WHEREOF, this Development Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by a duly authorized representative of the Gardner Company, as of the above stated date.

[signature and acknowledgment pages follow]

CITY:	MIDVALE CITY CORPORATION
ATTEST:	By: JoAnn B. Seghini, Mayor
Rori L. Andreason, MMC City Recorder	INCORPORATED TOPPORATE SET
APPROVED AS TO FORM:	ORATE SU
Print Name: City Attorney	
STATE OF UTAH) : ss COUNTY OF SALT LAKE)	
JoAnn Seghini, who being by me duly swo Corporation, and that the within and forego Corporation.	2., 2015, personally appeared before me rn did say she is the Mayor of Midvale City bing instrument was signed on behalf of such ry Public ling at:

My Commission Expires:

11-01-2016



DEVELOPER:

ARBOR GARDNER BINGHAM JUNCTION OFFICE 3, L.C., a Utah limited liability company, by its Managers

By: K.C. Gardner Company, L.C., a Utah limited liability company

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

Name: John Cauch
Its: _____

ARBOR GARDNER BINGHAM JUNCTION OFFICE 4, L.C., a Utah limited liability company, by its Managers

By: K.C. Gardner Company, L.C., a Utah limited liability company

Name: <u>Chistur</u> Gardan Its: <u>Maran</u>

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

Name: John Gust-

Its:

STATE OF UTAH)
COUNTY OF SALT LAKE)
On the 20 day of
My Commission Expires:
Sonia Cortez Perez NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 10/16/2016 Commission # 660063
STATE OF UTAH) : ss COUNTY OF SALT LAKE)
On the 21 day of 8ct, 2015, personally appeared before me
of Arbor Commercial Real Estate, L.L.C., a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such limited liability company. Notary Public Residing at: Residing at:
My Commission Expires:
MELANIE MAXFIELD NOTARY PUBLIC-STATE OF UTAH COMMISSION# 684929 COMM. EXP. 09-22-2019

CHG PROJECT DEVELOPMENT AGREEMENT

14

EXHIBIT A

Legal Description of the Property

That certain real property located in Salt Lake County, Utah, as more particularly described as follows:

All of Lot 1, 2, 3, & 4 of the "View 72 Retail Subdivision 3rd Amended" recorded with the County Recorder for Salt Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165, containing a total of 564,922 square feet or 12.969 acres.

Exhibit A

1

EXHIBIT B

Large Scale Master Plan Conditions



7505 South Holden Street Midvale, Utah 84047 Phone (801) 567-7200 www.midvalecity.org

Thursday, May 28, 2015

Mr. Mark Murdock Gurdner Company 400 W. 90 S. Salt Lake City, UT 84101 mark@eardnercompany.net

Large Scale Master Plan Approval – CHG Office Building and Campus @ 7250 S. Bingham Junction Blvd.

Dear Mr. Murdock:

This letter is to confirm action taken by the Midvale City Planning Commission at its meeting held on May 27, 2015 regarding the above project. It was the decision of the Planning Commission to approve the Large Scale Master Plan with the following conditions:

- 1. The required public open space areas within the site boundary shall be improved in compliance with the approved landscaping, lighting, and amenities plan for the Junction at Midvale Master Plan. This includes a minimum eight-foot wide walkway/trail adjacem to Bingham Junction Boulevard. Plans for these areas shall be reviewed and approved as part of the overall development plan.

 2. Pedestrian connections need to be provided interior to the site to provide connections between the parking areas/structures and the office buildings, and to the public open space walkways/trails.

 3. All development within the Large Scale Master Plan shall comply with the requirements of the Fire Marshall regarding fire and emergency vehicle access.

 4. All development within the Large Scale Master Plan shall comply with the applicable development, architectural, and landscaping standards in The Junction at Midvale Overlay.

- Overlay.

 5. All development within the Large Scale Master Plan shall comply with the common development and parking standards in the Bingham Junction Zone.

 6. All development within the Large Scale Master Plan shall be compatible with the approved Junction at Midvale Thematic Design Elements, i.e. pathway lighting, benches, etc.

 7. The recorded subdivision plat for this area will need to be amended, reviewed,
- approved, and recorded to reflect the actual project boundary. This subdivision plat shall be recorded prior to Final Site Plan approval.

 The applicant shall work with the City in drafting a Development Agreement for this project site. This agreement will need to be done in conjunction with the Small Scale Master Plan and executed prior to Furni Site Plan approval and Building Permit

If you have any questions regarding this decision, please contact Man Hilderman at (801) 567-7231

Associate Planner

Exhibit B-2

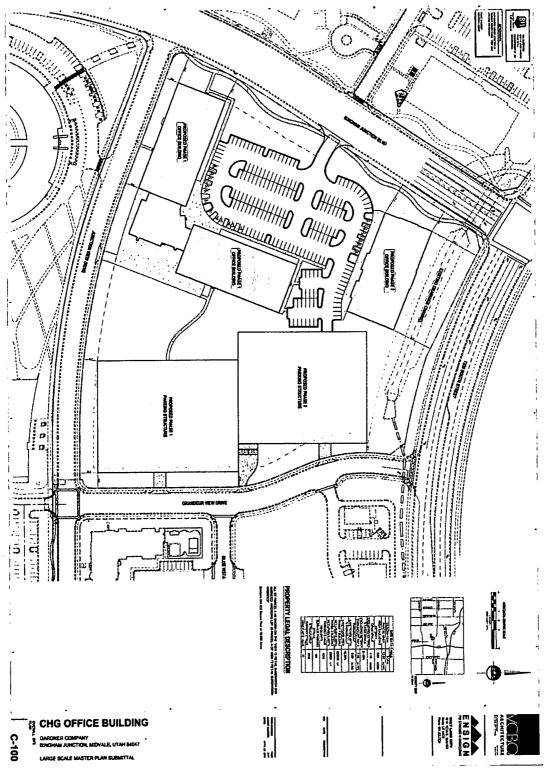


Exhibit B-3

EXHIBIT C

Small Scale Master Plan Conditions

Exhibit C-1



7505 South Holden Street Midvale, Utah 84047 Phone (801) 567-7200 Fax (801) 567-0518

Monday, June 29, 2015

Gardner Company C/o: Mark Murdock, VP Development 400 W. 90 S. Salt Lake City, UT 84101

Small Scale Master Plan/Pretim. Site Plan for CHG Office Building and Compus

Dear Mr. Murdock:

This letter is to confirm action taken by the Midvale City Planning Commission held on Wednesday, June 24, 2015 in regards to the above request. It was the decision of the Planning Commission to approve the Small Scale Master Plan/Preliminary Site Plan for CHG Office Bullding and Campus, a master planned development, to be located at 7250 South Bingham Junction Boulevard with the following conditions:

Motion 1: Findings

- 1. The proposed Small Scale Master Plan is consistent with the approved Large Scale
- Master Plan for this area;

 With the conditions below, the proposed Small Scale Master Plan complies with the development standards and requirements of the Junction at Midvale Development Agreement, including the Bingham Junction Zone District and the Junction at Midvale Overlay Development standards; and
- The sidewalk on the ensisted of the property should remain at a five-foot sidewalk due to it being consistent with the circulation path in the development.

Motion 2: Conditions

- 1. The applicant shall work with the Fire Marshall to ensure there is adequate emergency access and to ensure any future improvements do not interfere with any required emergency accesses.
- The walkways along Junction View and Bingham Junction Boulevard shall be widened from five feet to eight feet and include the required pedestrian bollard lighting for these walkways.
- 3. Stamped concrete/asphalt crosswalks shall be incorporated across all of the driveways to provide continuous padestrian connections along all of the public walkways. These crosswalks shall match the pattern and color used in the adjacent developments. Nine street trees shall be added along Grandeur View Drive.
- 5. Lighting on the top dock of the parking structure shall comply with the City's exterior lighting standards and included as part of the exterior lighting plan in the final site plan. Efforts shall be made to avoid light poles being located near the perimeter of the top deck

- The exterior lighting plan shall also include photometric data and illustrations of the bollard lighting along function View Drive and Bingham Junction Boulevard and any interior pedestrian walkway lighting.
 An irrigation plan, complying with Section 17-7-9.5 E of the Zoning Ordinance, shall be prepared and included in the final site plan submittal.
 The final site plan shall be prepared in accordance with Section 17-3-3 E of the Zoning Ordinance and shall be reviewed and approved by the City Engineer, Fire Marshall and City Planner. The final site plan shall address the conditions of this approval.
 The View 72 Retail Subdivision 3rd Amended plat shall be recorded before final site plan approval.
 The applicant shall work with the City in drafting a Development Agreement for this project site. This agreement will need to be executed prior to Building Permit issuance on any of the structures.

We have enjoyed working with you on this project and look forward to future collaborations. If you have any further questions or concerns, please feel free to contact our office.

Thank you.

Best Regards:

Matt Hilderman, Associate Ph. 801-567-7231 mhilderman@midvale.com

File

EXHIBIT D

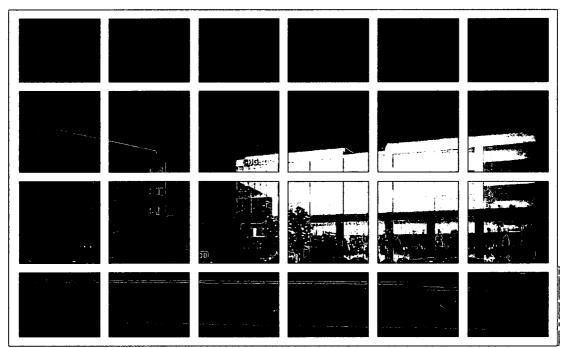
Final Site Plan

Exhibit D-1

CHG OFFICE BUILDING



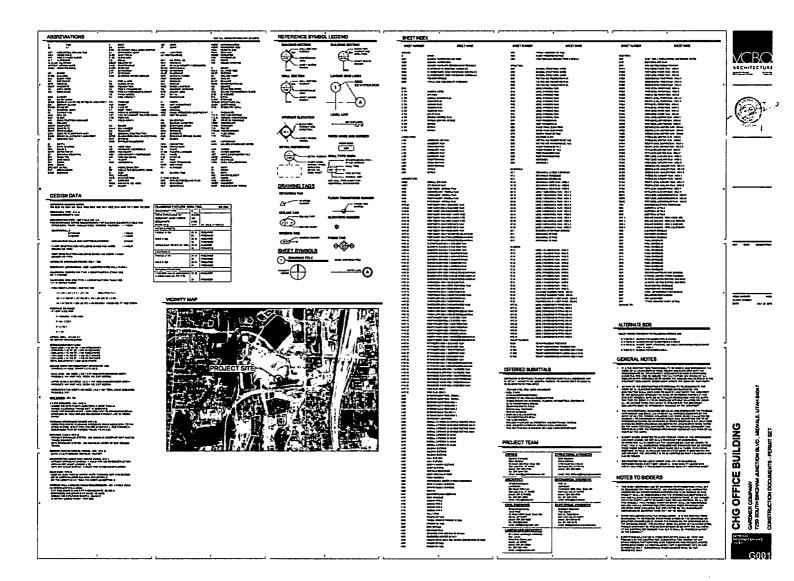
GARDIER COMPANY
7259 BOUTH BRIGHAM ARICTION SLYD, MOVALE, UTAH 84047

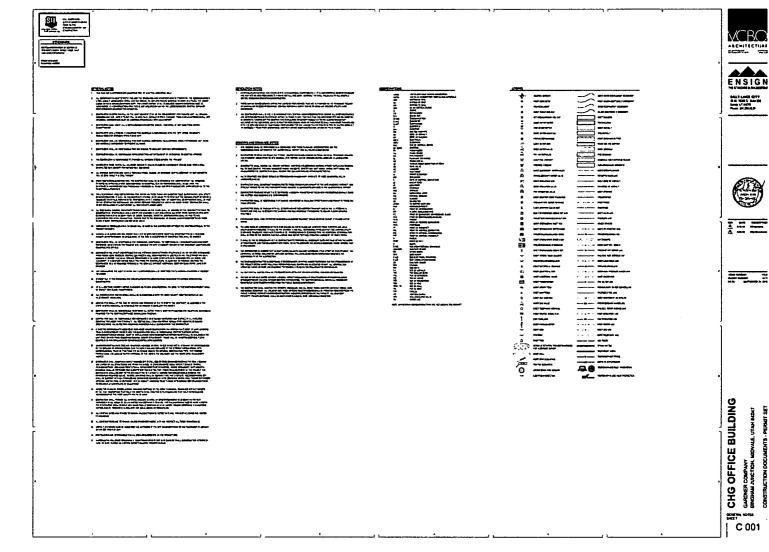




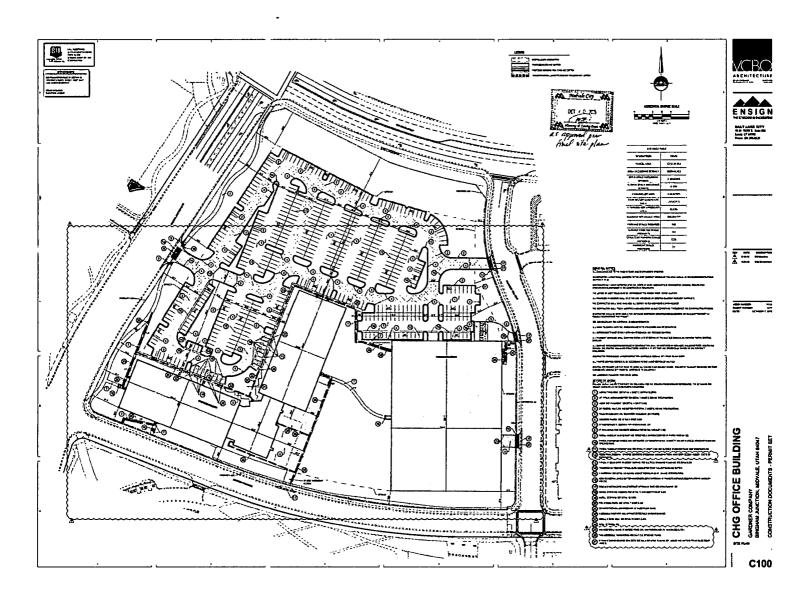


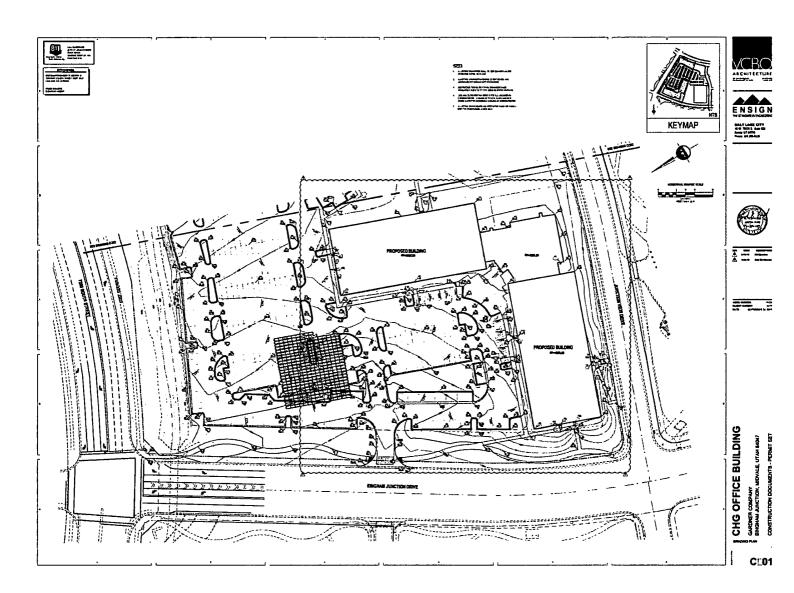
PLANNING REVIEW SET OCTOBER 07, 2015

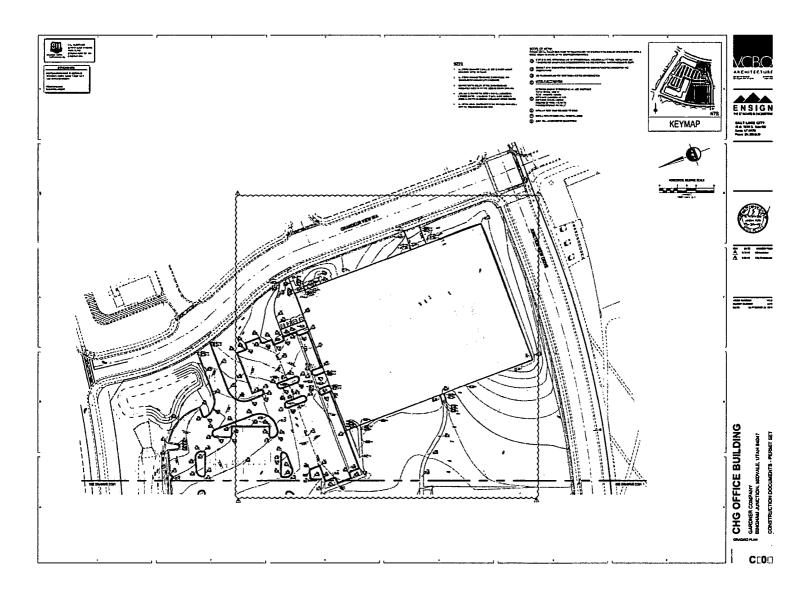


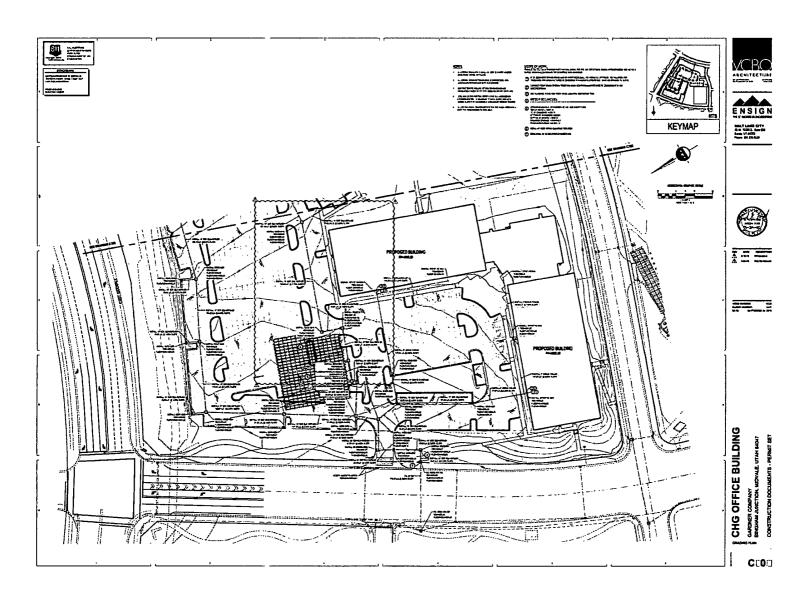


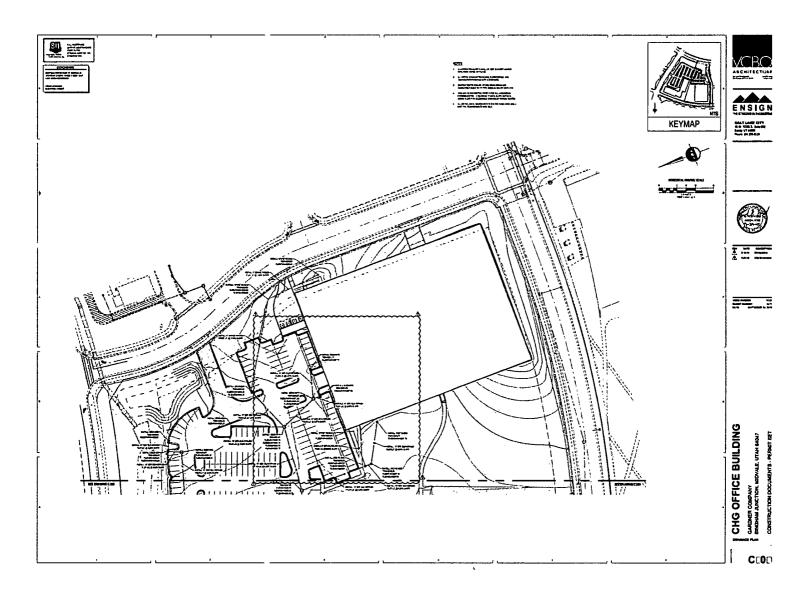
CONSTRUCTION DOCUMENTS - PERMIT SET

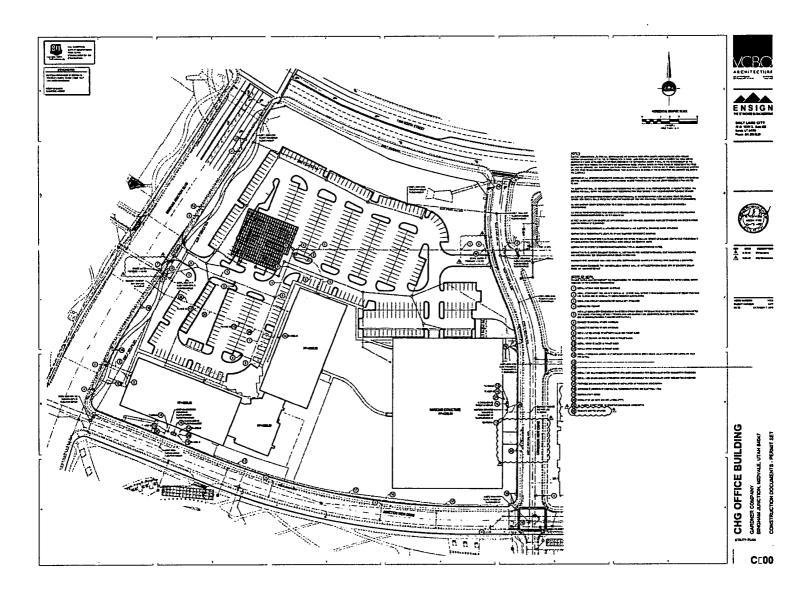


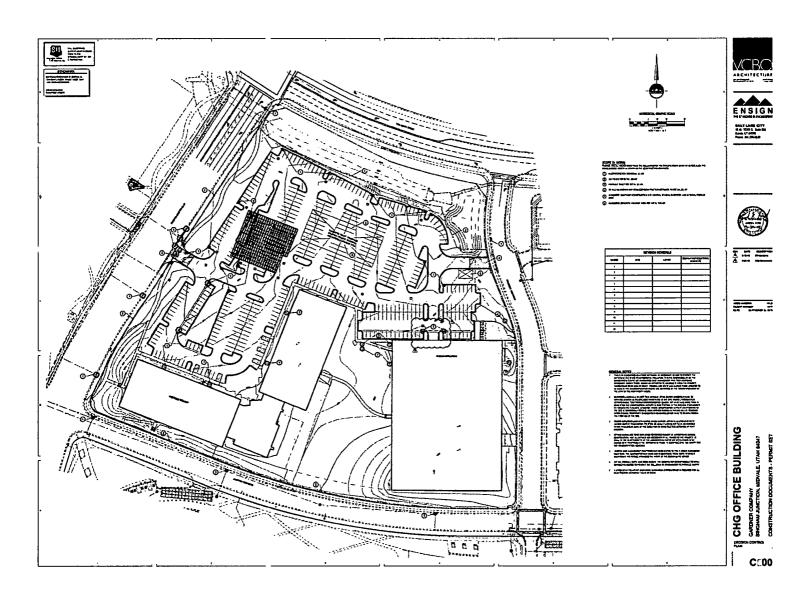


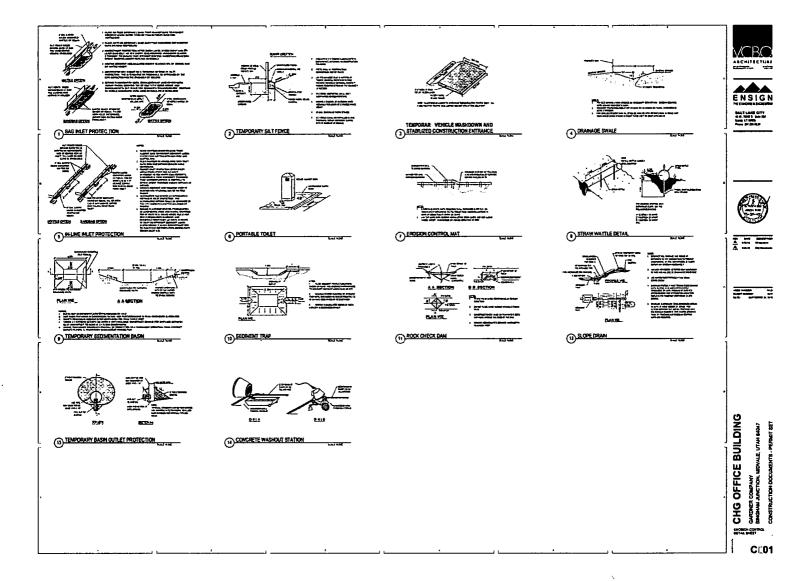


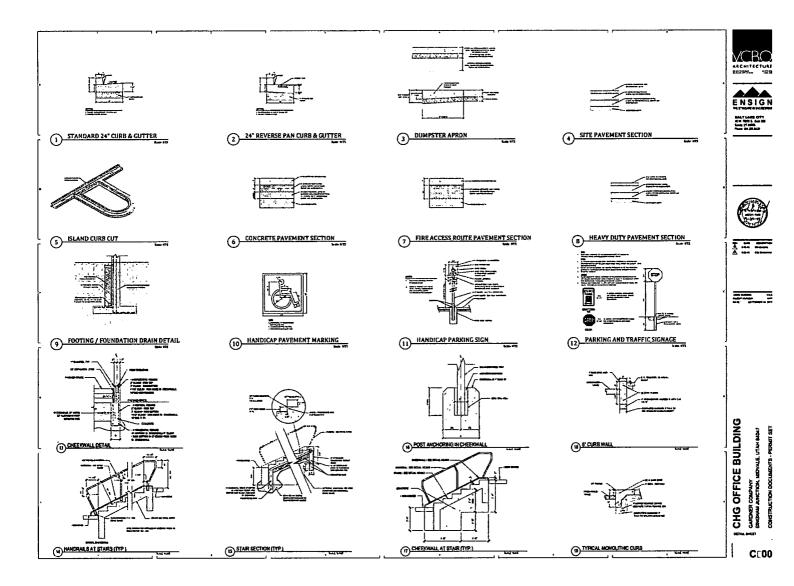


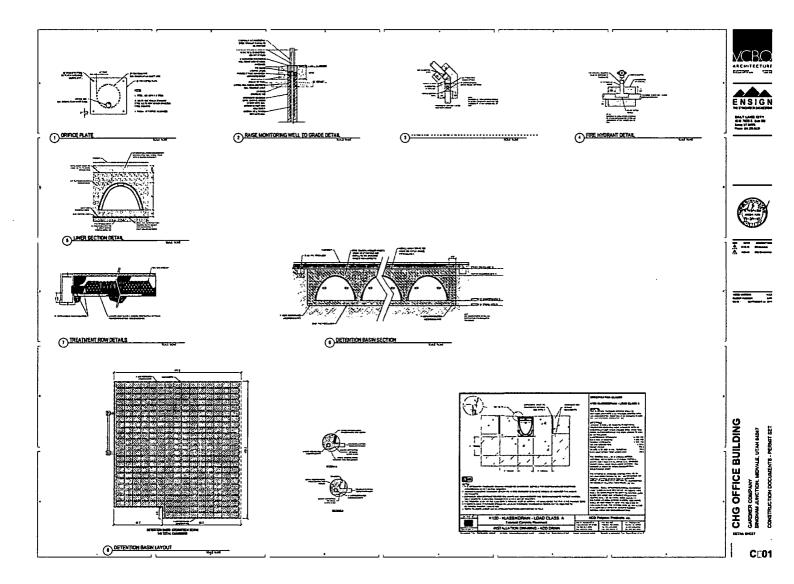


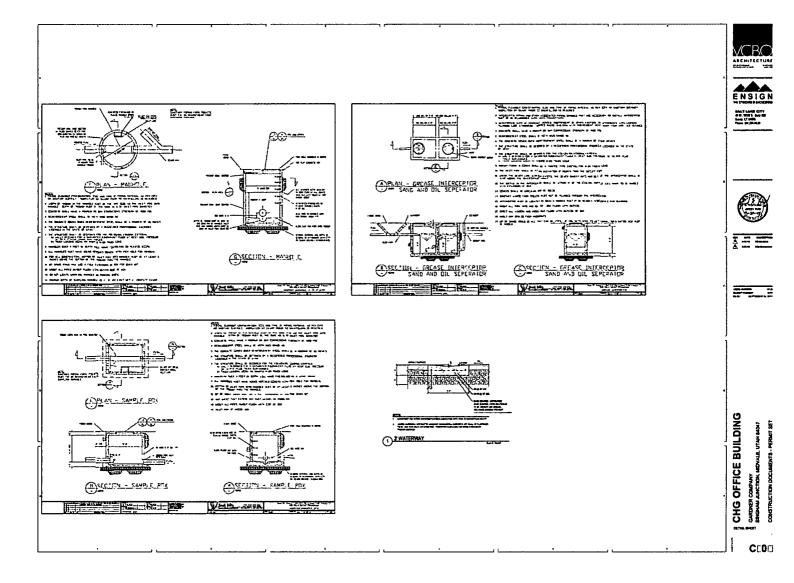


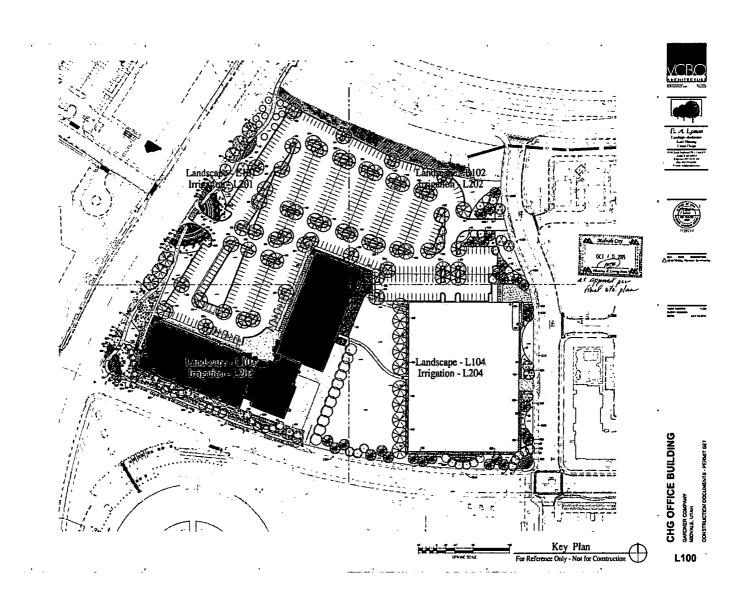


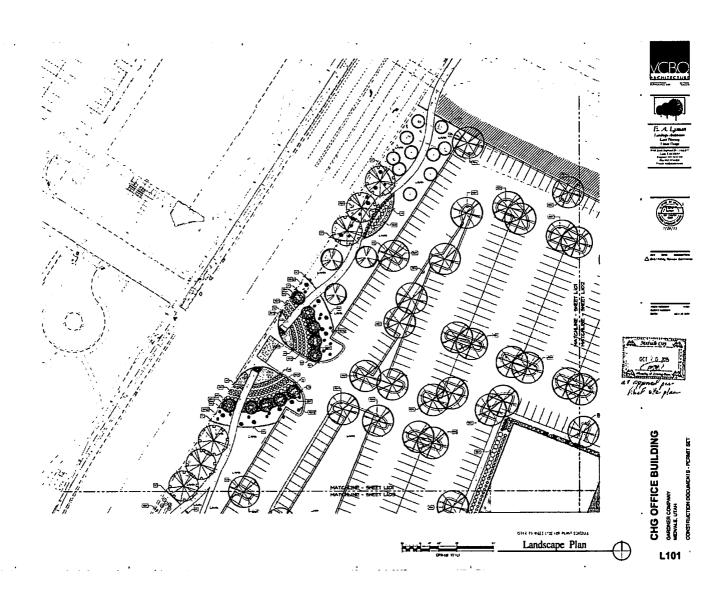


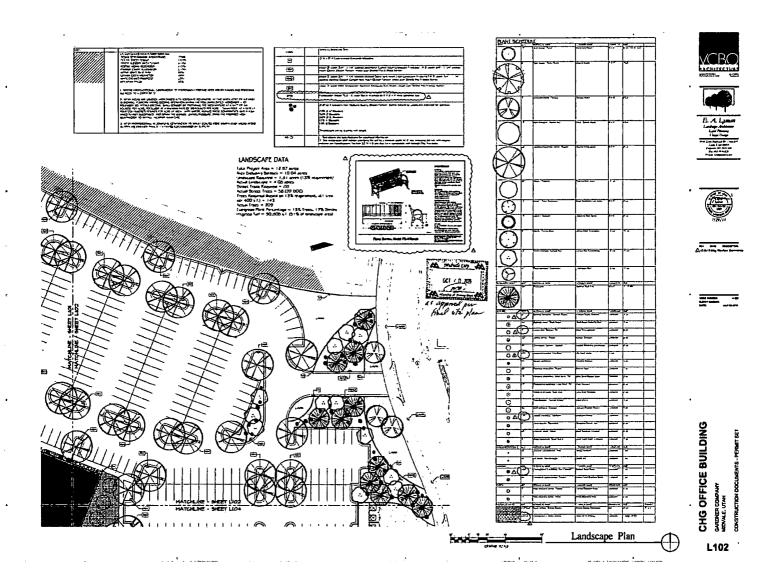


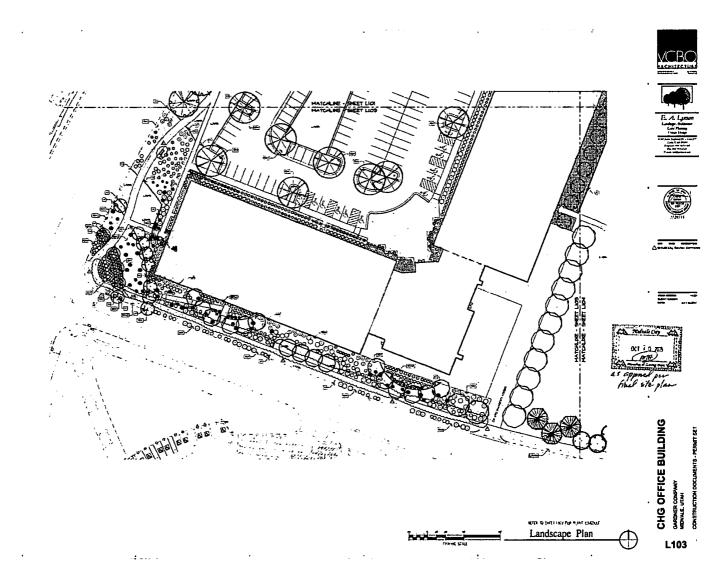


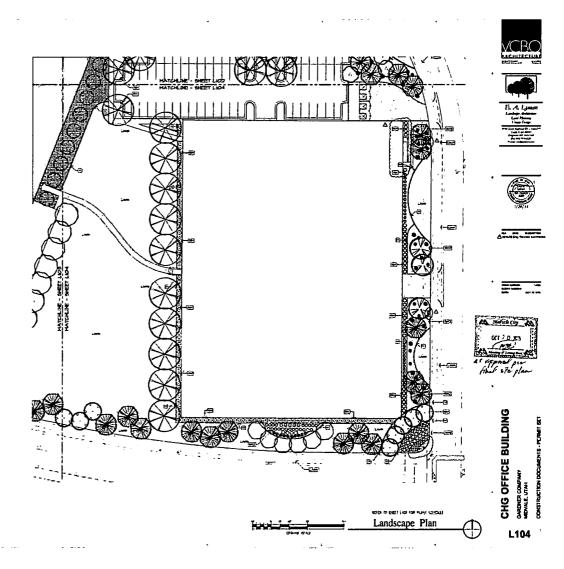


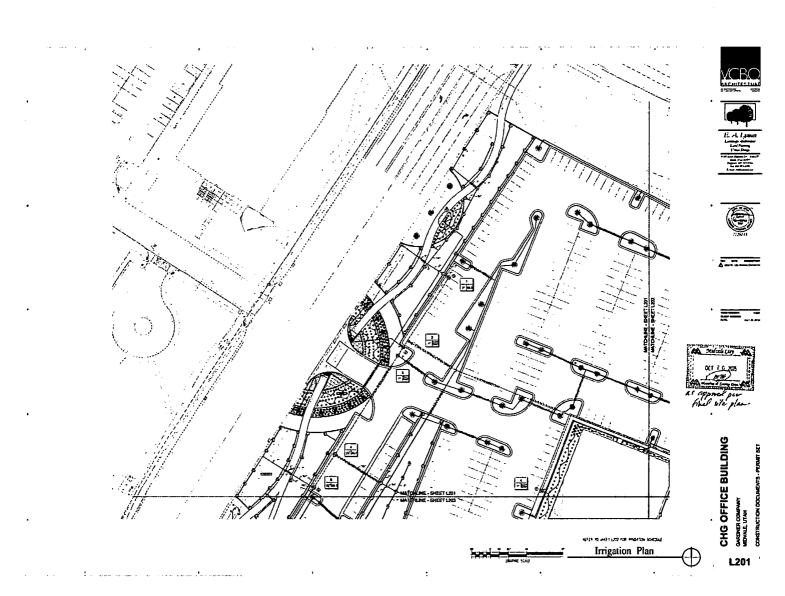


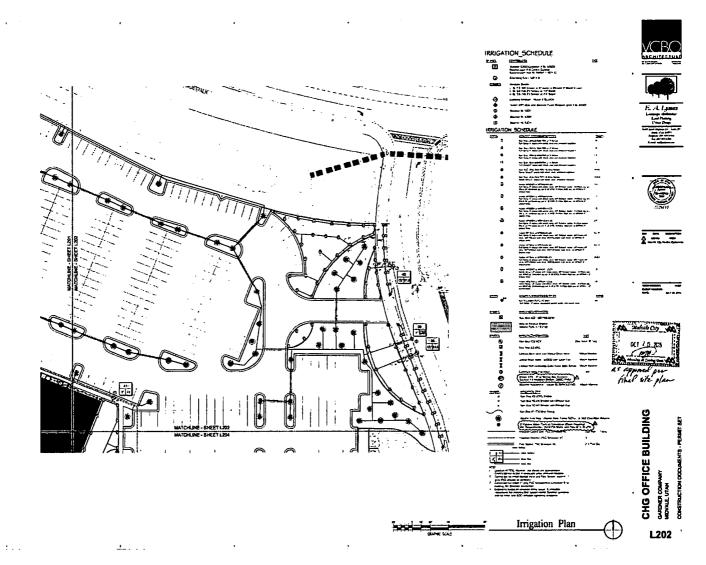


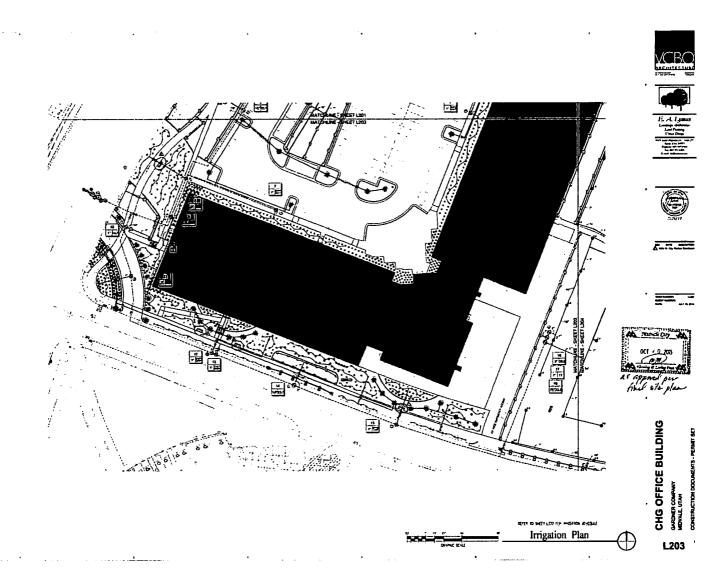


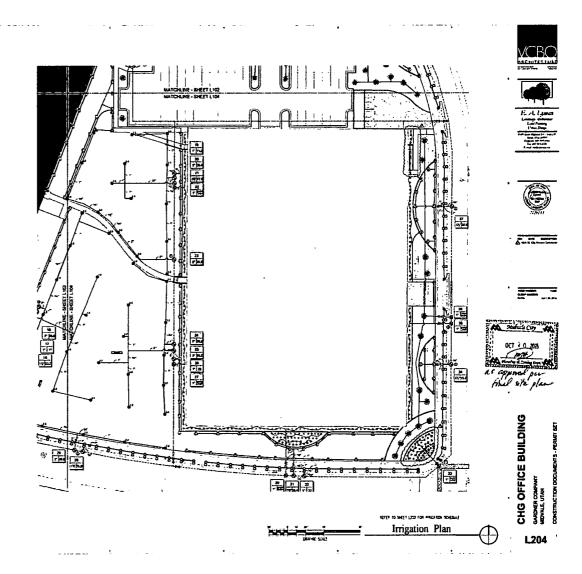


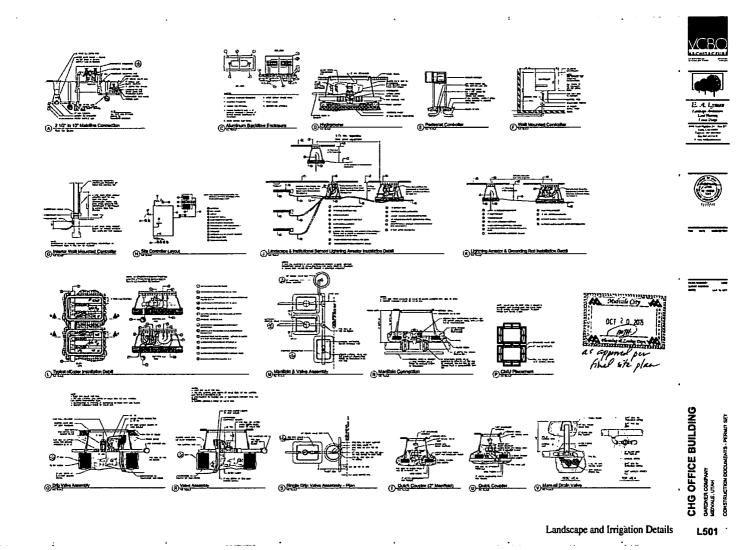


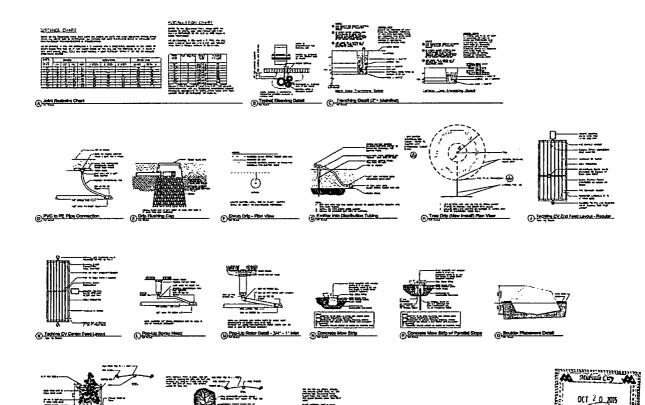












CHG OFFICE BUILDING

OVERHER COMPANY

DOWNSELTING

CONTRICTION

OFFICE BUILDING

Landscape and Irrigation Details

L502

