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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
PG INVESTMENTS 2, LLC  
299 MAIN ST  
STE 2450  
SLC UT 84101  
BY: MZA, DEPUTY - WI 10 P.

**WHEN RECORDED RETURN TO:**

South Salt Lake City  
Attn: Craig Burton, City Recorder  
220 East Morris Avenue  
South Salt Lake, UT 84115

**FIRST AMENDED DEVELOPMENT AGREEMENT**

THIS FIRST AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 20 day of October, 2020, by and among PG INVESTMENTS 2, L.C., a Utah limited liability company doing business as "SSLC LAND ACQUISITION, LLC", (the "Developer") and SOUTH SALT LAKE CITY, a municipality and political subdivision of the State of Utah (the "City"). Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

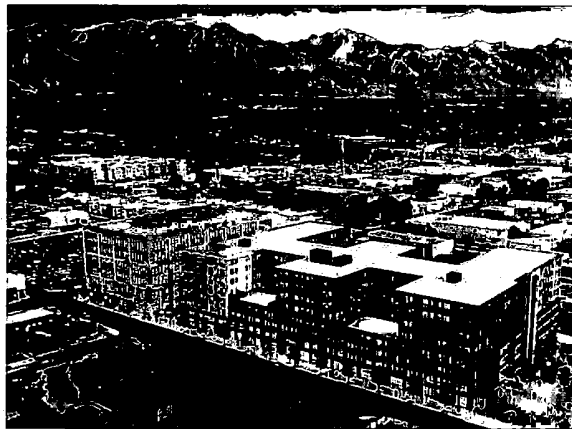
**RECITALS**

A. Developer is the owner of those certain parcels of real property located at approximately 2200 South Main Street and 40-50 West Bowers Way, located within the boundaries of the City as more particularly described in "Exhibit A" (the "Property").

B. A subdivision plat has been approved by the City to divide the Property into four lots with cross-access easements as more fully described in the subdivision plat attached hereto as "Exhibit B."

C. Developer desires to proceed with a project that will consist of redevelopment of a mixed-use multi-family building/ parking structure, a 150,000 square foot office building, and related improvements as depicted on the site plan attached hereto as "Exhibit C" (the "Project").

D. The City desires to ensure realization of a product substantially the same in architectural style and configuration as was proposed in application materials (shown below):





E. The City Council desires to ensure that the residential component of the Project does not generate offsite parking impacts—as other developments have caused—by requiring residential tenants with vehicles to pay for allocated parking within the parking structure.

F. Developer previously entered into a Development Agreement with the City, dated November 6, 2019, which committed Developer to build a Project larger in scale and intensity than the Developer currently desires to build.

G. The City Council desires to allow Developer to reduce the size of the multifamily structure of the Project and to decrease its intensity of use.

H. In order to accomplish their respective goals and objectives, the Parties hereby agree as follows:

### **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, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Agreement.
- 2. Project Aesthetics.** Developer agrees to construct a Project substantially the same in architectural style and configuration as depicted in Recital D, above. The City acknowledges that: the proposed office building to be constructed on Lot 3 will be six stories, totaling approximately 150,000 square feet in size; the mixed-use multi-family building to be constructed on Lot 2 will be 8 stories (on and above grade), comprising approximately 236 residential dwelling units and a ground-floor commercial - retail component; and the conjoining parking structure, which parking structure may be expanded beyond Lot 2 at a future date consistent with subsequent development approvals. The Parties acknowledge that all applicable requirements of the South Salt Lake City Municipal Code still apply to the Project.

3. **Residential Parking.** Developer agrees to require—in a form reasonably satisfactory to the City Attorney—that each of the residential tenants of the Project located upon Lot 2 shall be granted parking privileges for their personal vehicles (based upon need and not to exceed two vehicles per tenant and excluding oversized and recreational vehicles which are to be precluded by covenant approved by the City) within the parking structure located upon Lot 2, as part of their residential lease, in order to discourage tenants from parking offsite in the areas surrounding the Project.

4. **Recordation of Plat.** In exchange, Developer's promised adherence to the proposed Project aesthetics as set forth in Section 2 above and the residential parking restrictions set forth in Section 3 above, the City shall record the final approved subdivision plat for the Project.

5. **Successors and Assigns.**

5.1. **Binding Effect.** This Agreement shall be binding upon all successors and assigns of Developer in the ownership or development of any Lot or other portion of the Project or Property, as applicable.

5.2. **Assignment.** Except as provided herein, none of the provisions, terms, conditions, benefits or burdens contained in this Agreement may be severed from this Agreement and any assignment to any other party, individual or entity may not be made without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, nothing herein shall preclude: (a) a collateral assignment of this Agreement to first priority mortgage lenders providing construction and development financing for the Project, or portion thereof, or (b) the sale or transfer of one or more Lots to affiliates of the Developer or others; provided, that the obligations contained in this Agreement and applicable to such Lot or Lots sold or transferred shall be binding upon the successor owners thereof. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. The assignment of the Project shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Agreement.

6. **Default.**

6.1. **Notice.** If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party as provided herein. If the City believes that the default has been committed by Developer, then the City shall also provide a courtesy copy of the notice to Developer.

6.2. **Contents of the Notice of Default.** The Notice of Default shall:

6.2.1. **Claim of Default.** Specify the claimed event of default;

**6.2.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

**6.2.3. Specify Materiality.** Identify why the default is claimed to be material; and

**6.2.4. Optional Proposed Cure.** If the City chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

**6.3. Meet and Confer.** Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

**6.4. Remedies.** If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

**6.4.1. Legal Remedies.** The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

**6.4.2. Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

**6.4.3. Withholding Further Development Approvals and Suspending Business License.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for future development on the Property.

**6.5. Extended Cure Period.** If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

**6.6. Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

**6.7. Force Majeure.** All time period imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Developer or its successors.

**7. 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:

With a copy to:  
PG Investments II, LLC  
Attn: Michael Batt  
423 W. Broadway, Ste 230  
Salt Lake City, UT 84101

To City:

South Salt Lake City  
Attn:  
City Attorney  
220 East Morris Avenue, Suite 200  
South Salt Lake, Utah 84115

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

## **8. General Terms and Conditions.**

**8.1. Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property.

**8.2. Entire Agreement.** This Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

**8.3. Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

**8.4. Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

**8.5. No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the

City, Developer, and the Developer's authorized successors, together with one or more first priority mortgage lenders of the Project, or portions thereof who shall be deemed third-party beneficiaries of this Agreement. The City, Developer, successors to the Developer, and the third-party mortgage lender identified above, alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

**8.6. Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

**8.7. Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

**8.8. Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

**8.9. Public Information.** The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

**8.10. Satisfaction of Obligations.** At such time as the obligations of the Developer contained in this Agreement have been satisfied, including the implementation of provisions required by this Agreement into other agreements, declarations and/or covenants approved by the City Attorney, upon the request of the Declarant and/or its authorized successors, the City shall acknowledge in a form approved by the City Attorney suitable for recordation, that Declarant has satisfied its obligations as set forth in this Agreement.

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

**8.12. Counterparts.** This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

**IN WITNESS WHEREOF**, this Agreement has been executed by South Salt Lake City, acting by and through the South Salt Lake City Council, Salt Lake County, State of Utah, pursuant to Resolution No. ~~2020-22~~ authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.



Exhibit A

Property description

**Granite Mill Mixed Use Plat – Lots 1 thru 4**

A parcel of land situated in the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point South 00°00'28" West 24.51 feet and North 89°49'46" East 9.00 feet from the Northwest Corner of Lot 8, Block 40, 10 ACRE PLAT "A", BIG FIELD SURVEY, said point also being South 00°06'11" West 1,528.90 feet and North 89°49'46" East 35.31 feet from the Street Monument at the Intersection of West Temple Street and Hartwell Avenue; and running

thence North 89°49'46" East 712.35 feet to a point on the Westerly Right-of-Way of Main Street;

thence South 00°03'06" West 363.52 feet along said Westerly Right-of-Way to the Northerly Right-of-Way Line of Bowers Way;

thence South 89°49'46" West 371.57 feet along said Northerly Right-of-Way Line;

thence North 00°00'28" East 138.00 feet;

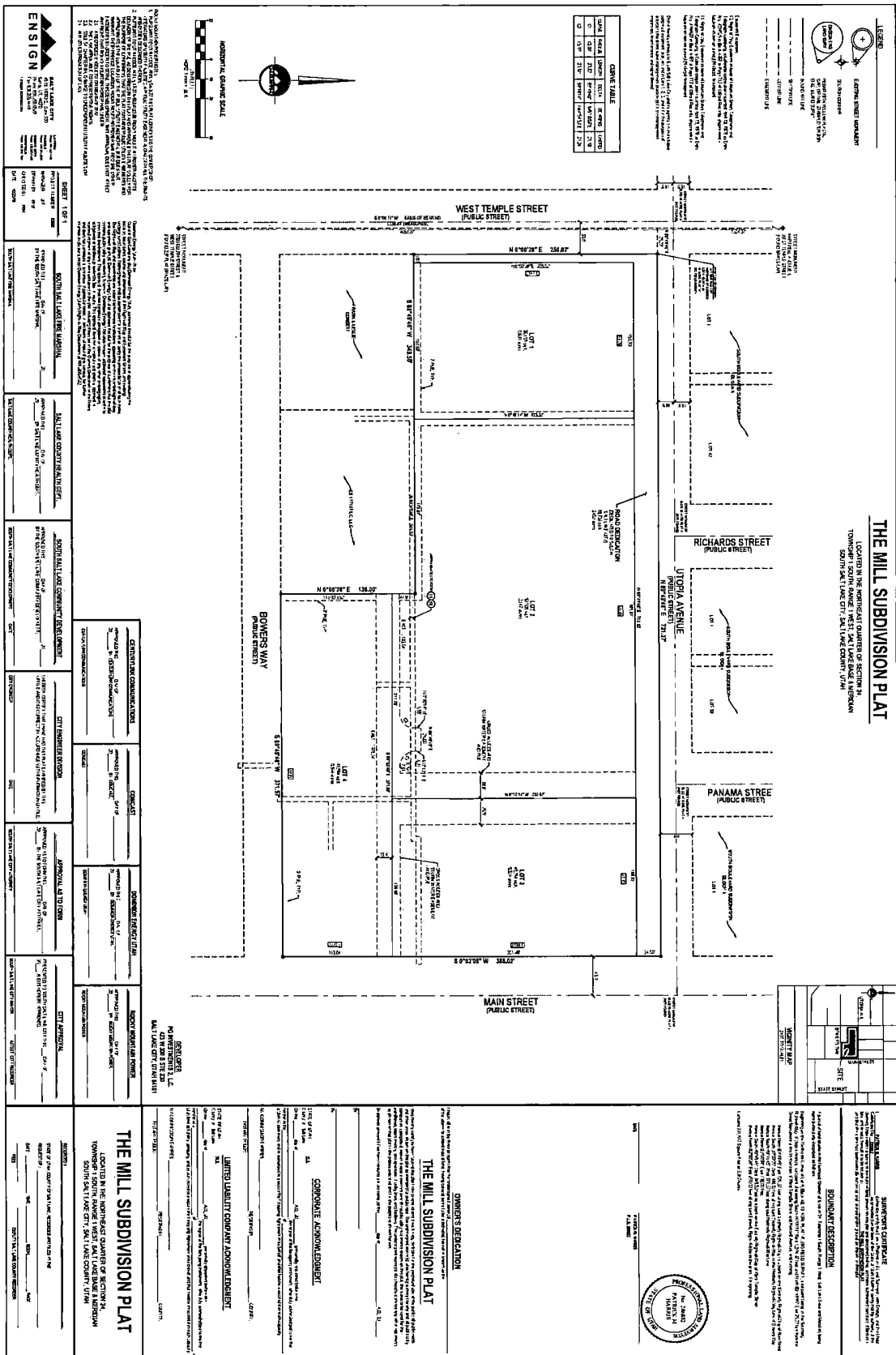
thence South 89°49'46" West 340.50 feet;

thence North 00°00'28" East 225.52 feet to the point of beginning.

Contains 211,914 Square Feet or 4.865 Acres



Exhibit B



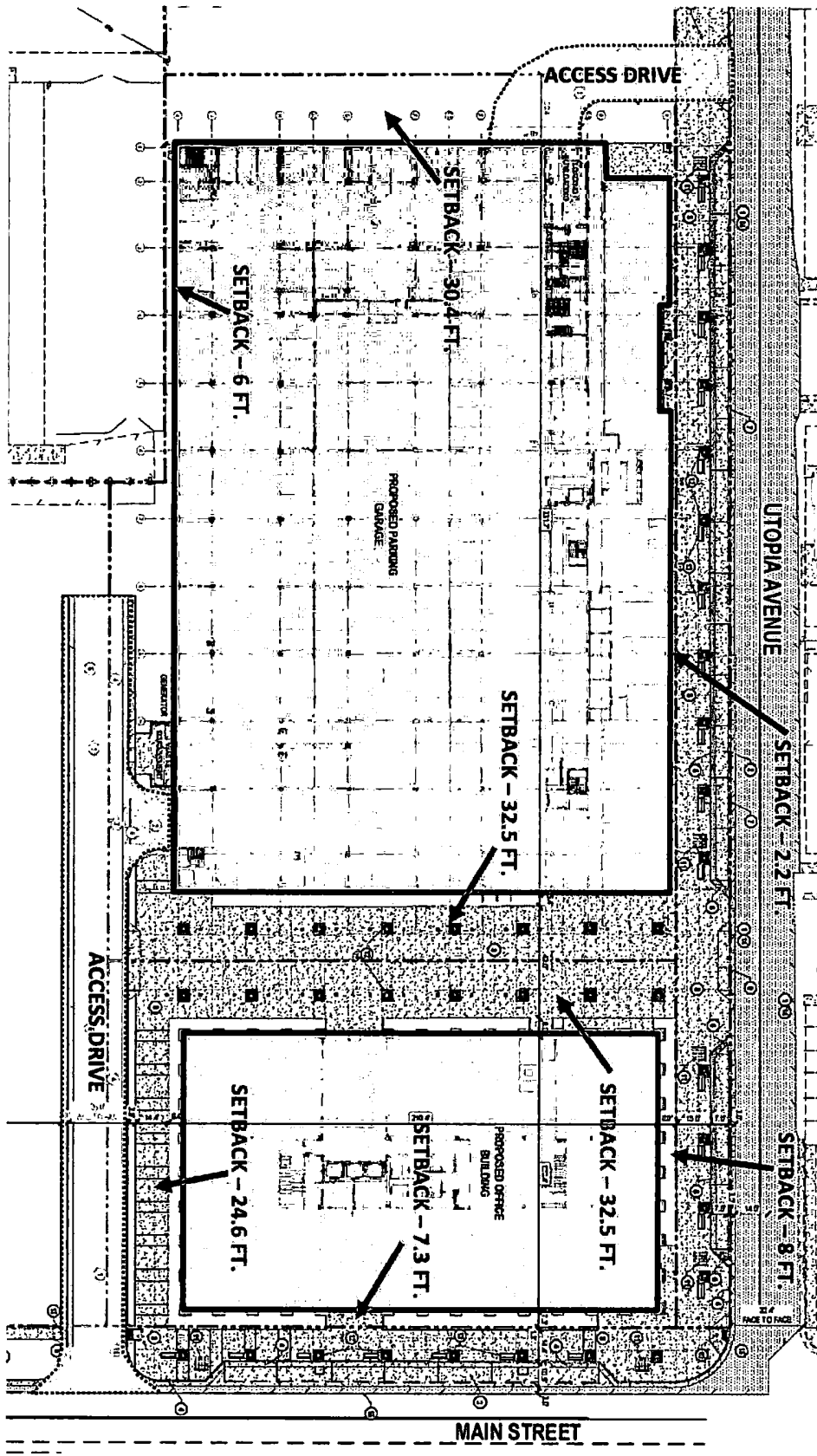


Exhibit C