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Book - 10852 Pg - 1671-1676  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY RECORDER  
C/O MERILI CARTER  
PO BOX 145455  
SALT LAKE CITY UT 84114  
BY: DDK, DEPUTY - WI 6 P.

RECORDED

OCT 29 2019

DEVELOPMENT AGREEMENT

CITY RECORDER

This development agreement is dated 14<sup>th</sup> August 2019 is between Salt Lake City Corporation, a Utah municipal corporation (the "City") and Renee Property Management, a sole proprietorship ("Renee").

Renee owns six contiguous parcels of property located at approximately 800 West and 144 South (tax id numbers 15-02-232-031-0000, 15-02-232-021-0000, 15-02-232-022-0000, 15-02-232-036-0000, 15-02-232-035-0000, 15-02-232-037-000). Adjacent to these properties is a portion of 800 West that dead-ends at the Interstate 15 wall and has largely become obsolete since the Interstate 15 wall was built and access to 200 South was eliminated. This section of 800 West is more particularly described in Exhibit A and referred to in this agreement as "the Property."

Through a petition submitted to the City, Renee requests the City vacate the Property so that Renee may combine the Property with the six continuous parcels it currently owns. Part of Renee's proposal includes a plan to reconfigure the existing street, curb, and gutter on the Property such that a portion of the existing street, curb, and gutter would be removed by Renee. Eliminating a portion of the existing street, curb, and gutter will provide Renee with more developable land. After Renee removes a portion of the existing street, curb, and gutter, Renee will reconfigure the street and cause a new curb and gutter to be built.

The purpose of this agreement is for Renee to assure the City that once the street is vacated, Renee will purchase the Property, consolidate the lots, amend the plats, reconfigure the street, and install new curb, gutter, and asphalt. Because the City requires this assurance prior to vacating the Property, this agreement must be executed before the Salt Lake City Council will publish the ordinance that will cause the Property to be vacated.

The parties therefore agree as follows:

**ARTICLE 1**  
**General Provisions**

1.1 Purchase the Property. Once the Salt Lake City Council has passed an ordinance vacating the Property, the City Council will cause the passed ordinance to be filed with the Salt Lake County Recorder's Office pursuant to Utah Code § 10-9a-609.5(4)(b). Once the ordinance has been filed, Renee shall purchase the Property from the City consistent with the procedures set forth in Salt Lake City Code Chapter 2.58. If Renee fails to purchase the Property by April 1, 2021, such failure will be a breach of this agreement and this agreement will be void.

1.2 Consolidate the Parcels and Amend the Subdivision Plats. Once Renee purchases the Property, Renee shall submit a complete lot consolidation application to the Salt Lake City Planning Division to consolidate the Property with Renee's six contiguous parcel of property (tax id numbers 15-02-232-031-0000, 15-02-232-021-0000, 15-02-232-022-0000, 15-02-232-036-0000, 15-02-232-035-0000, 15-02-232-037-000). Renee will record the lot consolidation with the Salt Lake County Recorder. Additionally, Renee shall submit a complete application to

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the Salt Lake City Planning Division to amend the existing subdivision plats to reflect the street vacation and lot consolidation. Once the petition to amend the subdivision plats are approved pursuant to Salt Lake City Code Title 20, Renee will record the amended subdivision plats and documents with the Salt Lake County Recorder.

1.3 Reconfiguration of 800 West. Upon the recording of the amended subdivision plat with the Salt Lake County Recorder, Renee will cause the removal of the asphalt, curb, and gutter from the Property and shall install new asphalt, curb, and gutter ("Curb and Gutter Modifications"). Prior to the removal of the curb, gutter, and asphalt or any Curb and Gutter Modifications, Renee shall obtain a Public Way Permit from the Salt Lake City Engineering Division, which includes insurance, bonding, and licensing requirements. At the time Renee submits the application for a Public Way Permit, Renee shall reference this agreement in writing on the permit application.

1.4 Construction of Curb and Gutter Modifications. Renee will hire and pay all costs for a contractor to install the Curb and Gutter Modifications. The Curb and Gutter Modifications will comply with all applicable federal, state, county, municipal and other local laws, regulations, codes and ordinances, licenses, permits, and orders. Renee shall provide a certificate of completion to the City by August 1, 2021 representing that the Curb and Gutter Modifications are complete. This certificate will serve as a preliminary determination of completeness. After the City receives this certificate, the City will inspect the Curb and Gutter Modifications to ensure they meet the City's standards under Salt Lake City Code.

1.5 Substandard Curb and Gutter Modifications. If the City inspects the Curb and Gutter Modifications and the City determines they do not meet City standards, the City will deny issuing Renee a certificate of occupancy. If the City determines that the Curb and Gutter Modifications do not meet City's standards, the City will provide Renee a written list of outstanding obligations to be completed within the time frame provided by the City. Renee shall complete all outstanding obligations within the time as determined by the City. If Renee addresses the corrections to be made to the Curb and Gutter Modifications within the time determined by the City, Renee may again request the City inspect the Curb and Gutter Modifications.

1.6 Failure to Complete Curb and Gutter Modifications. If Renee fails to complete the Curb and Gutter Modifications to the City's satisfaction by October 1, 2021, the City may continue to withhold a certificate of occupancy and the City may use the performance bond paid to complete the Curb and Gutter Modifications.

1.7 Assignment of Obligations. If Renee sells the six contiguous parcels of property (tax id numbers 15-02-232-031-0000, 15-02-232-021-0000, 15-02-232-022-0000, 15-02-232-036-0000, 15-02-232-035-0000, 15-02-232-037-000) adjacent to the Property, Renee shall assign the obligations of this agreement to the purchaser. Any assignment must be executed in a separate document, in writing, and signed by the City, Renee, and the assignee. Any such assignment shall require the assignee to perform all outstanding obligations of Renee under this agreement.

1.8 Default. If Renee fails to perform any of its duties or obligations in this

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agreement, the City will have all remedies at law or in equity, including the right to deny approval for a building permit or zoning certificate, withhold a certificate of occupancy, restrain by injunction any violation or threatened violation, and by decree to compel specific performance of any terms, covenants or conditions of this agreement. The various rights and remedies contained in this agreement are not exclusive of any other right or remedy, but are cumulative and in addition to every other remedy now or existing at law, in equity, or by statute. No delay or omission of the right to exercise any power or remedy will impair any right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence.

## **ARTICLE 2**

### **General Provisions**

2.1 **Captions.** The captions, headings, and arrangements used in this agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions used.

2.2 **Notices.** All notices, demands, requests, and other communications under this agreement must be in writing and delivered in person or addressed as follows:

Salt Lake City Corporation  
Attn: Planning Director  
451 South State Street, Suite 406  
Salt Lake City, UT 84111

Each party may change its address with at least ten days prior written notice.

2.3 **Governing Law.** This agreement is intended to be performed in the State of Utah, and the laws of Utah will govern the validity, construction, enforcement, and interpretation of this agreement, without giving effect to Utah's conflict or choice of laws provisions.

2.4 **Entirety and Amendments.** This agreement embodies the entire agreement between the parties and supersedes any prior agreements and understandings, if any, relating to the Property, and may be amended or supplemented only a separate agreement in writing executed by both the City and Renee.

2.5 **Invalid Provisions.** If any provision of this agreement is held to be illegal, invalid, or unenforceable, such provision will be fully severable; this agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this agreement; and the remaining provisions of this agreement shall remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this agreement.

2.6 **No Relationship of Principal and Agent.** Nothing contained in this agreement, nor any acts of the parties shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between City or Renee.

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2.7 Government Records Access and Management Act. The City is subject to the requirements of the Government Records Access and Management Act (GRAMA), Chapter 2, Title 63G, Utah Code Annotated or its successor, and Chapter 2.64, Salt Lake City Code (collectively "GRAMA"). All materials submitted by Renee pursuant to this agreement, including this agreement, are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Renee. Any materials for which Renee claims a privilege from disclosure must be submitted to the City marked as "Confidential" and accompanied by a statement from Renee explaining Renee's claim of exemption from disclosure. The City will promptly notify Renee of any requests made for disclosure of documents submitted under a claim of confidentiality. Renee may, at Renee's sole expense, take any appropriate actions to prevent disclosure of such material. Renee specifically waives any claims against the City related to disclosure of any materials required by GRAMA.

2.8 Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Renee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

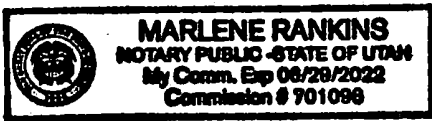
2.9 Effectiveness; Date. This agreement will become effective when signed by Renee and the Salt Lake City Mayor (as attested by the Salt Lake City Recorder). The date this agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

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State of Utah )

County of Salt Lake ) §

On this 14 day of August, 2019, before me, Marlene Rankins, a notary public, personally appeared Kyle LaMalfa, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same. Witness my hand and official seal.



Marlene Rankins

Notary Public

8/14/2019

Date

Kyle LaMalfa  
Renee Property Management

Salt Lake City Corporation

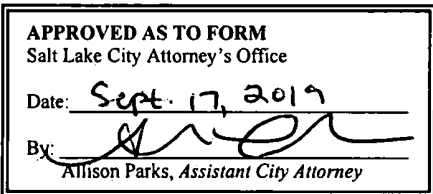
Date: 9-23-19

By: Jacqueline M. Biskupski  
Jaqueline Biskupski  
Mayor

Attest and Countersigned

Date: October 29, 2019

Allison Parks  
By: Allison Parks  
City Recorder  
Deputy



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**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**LEGAL DESCRIPTION**

800 West (from approximately 144 South to the Interstate 15 concrete retaining wall)

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF MIGLIACCIO SUBDIVISION, AS PER THE OFFICIAL PLAT THEREOF AND ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ENTRY NUMBER 7247926, BOOK 9902P & PAGE 33; SAID POINT OF BEGINNING BEING ON THE WEST RIGHT-OF-WAY LINE OF 800 WEST STREET; THENCE S 00°13'17" W 191.65' ALONG SAID WEST LINE OF 800 WEST STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE I-15 FREE WAY; THENCE ALONG SAID FREEWAY RIGHT-OF-WAY LINE N 37°57'35" E 48.89'; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N 30°33'40" E 177.80'; THENCE WEST 119.74' TO THE POINT OF BEGINNING

CONTAINING 12,033 SQFT. OR 0.28 ACRES

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