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REIMBURSEMENT AGREEMENT BETWEEN THE
REDEVELOPMENT AGENCY OF LAYTON CITY AND
BOULDER RANCH L.L.C, 159 S MAIN L.L.C., NORTH
UTAH HOLDINGS L.L.C., AND WINKEL ROCK LLC

REIMBURSEMENT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY AND BOULDER RANCH L.C., BOULDER RANCH L.L.C., 159 S MAIN L.L.C., NORTH UTAH HOLDINGS L.L.C., AND WINKEL ROCK, LLC

This **REIMBURSEMENT AGREEMENT** (this "**Agreement**") is made as of this 28th day of November, 2022 (the "**Effective Date**"), by and between BOULDER RANCH L.C., a Utah limited company, and BOULDER RANCH L.L.C., a Utah limited liability company, 159 S MAIN L.L.C., a Utah limited liability company, and NORTH UTAH HOLDINGS L.L.C., a Utah limited liability company (collectively, the "**Owner**"), and WINKEL ROCK, LLC, a Utah limited liability company ("**Developer**"), and the REDEVELOPMENT AGENCY OF LAYTON CITY, a political subdivision of the State of Utah (the "**Agency**"). Owner, Developer and the Agency are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**".

RECITALS

A. The Agency and Layton City, Utah (the "**City**") have created the South Main/South Fort Lane Redevelopment Project Area (the "**Project Area**") through the adoption of the South Main/South Fort Lane Redevelopment Project Area Plan (the "**Plan**") and the South Main/South Fort Lane Redevelopment Project Area Plan Budget (the "**Budget**") pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C, *et seq.*, Utah Code Annotated, as amended (the "**Act**").

B. Owner owns fee title to, and Developer is the developer of, certain real property located in Layton City, Davis County, Utah, as more particularly described and depicted on Exhibit A attached hereto (the "**Property**"), which is located within the boundaries of the Project Area.

C. A portion of the Property is currently operated as the Cedarwood Mobile Home Park (the "**Park**") but is now contemplated to be developed by Developer as a multifamily, retail, commercial, and hospitality development (the "**Mixed-Use Project**"). The Mixed-Use Project is anticipated to be completed in multiple phases, with Developer currently proceeding with the first phase of the Mixed-Use Project, consisting of multifamily apartments and mixed use retail and office fronting Main Street ("**Phase I**").

D. Owner, as an affiliated entity of one of Developer's members, has an interest in the development and completion of the Mixed-Use Project.

E. A portion of the Park must be closed to develop Phase I of the Mixed-Use Project, which requires certain notice from Owner to be delivered to the Park's residents in accordance with the Utah Mobile Home Park Residency Act (the "**Park Closure Notice**"), and the residents within Phase I of the Mixed-Use Project must be relocated. On or about March 19, 2021, the Owner delivered the Park Closure Notice to the fifteen (15) residents that are located within Phase I of the Mixed-Use Project (the "**Residents**"). The Residents were required to vacate the Park on or before March 1, 2022.

F. Without legal obligation or requirement to do so, Owner, in conjunction with the Developer in anticipation of entering into this Agreement, has offered and provided various forms of financial assistance and guidance to help the Residents' relocation from the Park (collectively, the "**Phase I Relocation Costs**").

G. The Parties desire to enter into this Agreement to provide for and memorialize participation by the Agency in reimbursement payment toward a portion of the Phase I Relocation Costs in accordance with the provisions of this Agreement.

H. The Agency is authorized to enter into this Agreement with Owner and Developer and utilize Agency Project Area Housing Allocation Funds for the purposes set forth herein pursuant to Section 17C-1-411 of the Act.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** Each of the foregoing recitals are hereby incorporated into this Agreement by this reference and are made a part hereof.

2. **Phase I Relocation Costs Agency Financing.**

2.1 **Owner's and Developer's Obligations.** Owner, in conjunction with the Developer, shall take all actions reasonably necessary to cause permanent closure of the portion of the Park identified as Phase I of the Mixed-Use Project, including communication and coordination with the Residents to evaluate and determine the respective individual needs of the Residents to assist with their relocation from the Park. The budget for the Phase I Relocation Costs is estimated to total Sixty-Four Thousand Nine Hundred Dollars and 00/100 (\$64,900.00). For purposes of this Agreement, the Phase I Relocation Costs shall include, without limitation or obligation, forgiveness of debt, payments to third-parties for the movement and transportation of mobile homes, and/or one-time payments to certain Residents to assist with such Residents' financial burden caused by the Park's closure, as to Phase I, and immediate and permanent removal from the Property in its entirety, all structures, private property and debris that could in any way impede, delay or obstruct development of the Mixed-Use Project within Phase I. Owner and Developer (or one of its affiliated entities) shall be solely responsible for all direct payments to Residents and/or other third-parties relative to the Phase I Relocation Costs.

2.2 **Confidential Information.** Personal commercial information or non-individual financial information disclosed or transacted between the Owner and Resident for the purpose of relocation shall be considered a Trade Secret in accordance with Section 13-24-2 of the Utah Code, and as the disclosure of such information could reasonably be expected to result in unfair competitive injury to the Owner or Developer, such Trade Secret shall be deemed and construed to be a "protected record" in accordance with Section 63G-2-305(2) of the Utah Code, and remain private and confidential if the Owner or Developer provides to the Agency a (A) a written claim

of business confidentiality; and (B) a concise statement of reasons supporting the claim of business confidentiality in accordance with Section 63G-2-309 of the Utah Code.

2.3 **Participation by Agency.** The Agency will participate in the Phase I Relocation Costs by paying a total of Twenty-Three Thousand Four Hundred Dollars and 00/100 (\$23,400.00) (the "**Payment**") toward the relocation of the Residents, pursuant to the terms of this Agreement. Owner or Developer shall provide evidence to the Agency that all of their respective obligations identified in Section 2.1 of this Agreement have been specifically and fully executed by the Owner or Developer, respectively and that the funds were used exclusively for reimbursement of the Phase I Relocation Costs incurred by the Owner or Developer. The Payment shall be made to the Owner within thirty (30) days after the Agency has verified (which verification may not take longer than ten (10) business days from the Agency's receipt of the foregoing evidence provided by Owner or Developer), in its reasonable discretion, that Owner or Developer has completed the obligations under this Agreement. Owner or Developer shall not be entitled to any payments or reimbursement from Agency or City for any Phase I Relocation Costs in excess of the Payment.

2.4 **The Park.** Nothing in this Agreement applies to, limits, or affects the ownership, use, operation, status, or any other rights of all other portions of the Park that is not a part of Phase I of the Mixed-Use Project. The City agrees and affirms that the remaining use, operation, status, and any other rights to legally operate the remaining portion of the Park that is not Phase I remain intact and are not otherwise affected by this Agreement.

3. **Term.** The term of this shall expire ninety days (90) from the date this Agreement is fully executed.

4. **Attorneys' Fees.** In the event any Party finds it necessary to bring any action, or other legal proceeding against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other legal proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included therein, such fees to be set by the judge and not a jury.

5. **Further Acts.** Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

6. **No Partnership; Third Parties.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

8. **Governing Law.** This Agreement is entered into in the State of Utah and shall be construed and interpreted under the laws of the State of Utah without giving effect to principles of conflicts of law.
9. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.
10. **Successors and Assigns.** A Party shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each other Party hereto (which shall not be unreasonably withheld or delayed). Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect. Subject to the limitations set forth above, this Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their successors and assigns.
11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.
12. **Time of the Essence.** Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.



AGENCY:

Redevelopment Agency of Layton City,
a political subdivision of the State of Utah

By Joy Petro
Name Joy Petro
Its: Chair

Attest:

Kimberly Read
Secretary

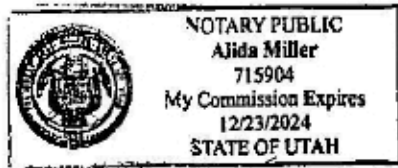
OWNER:

Boulder Ranch L.C.,
a Utah limited company

By Mikay Winkler
Name Mikay Winkler
Its Manager

State of Utah)
Salt Lake : SS
County of Davis)

On this 15th day of November, 2022, before me, the undersigned Notary Public, personally appeared Mikay Winkler, who affirmed that he is the Manager of BOULDER RANCH, L.C., a Utah Limited Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.



[Signature]
Notary Public

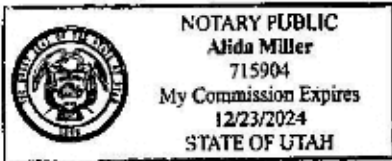
OWNER:

Boulder Ranch L.L.C.,
a Utah limited liability company

By [Signature]
Name Mckay Winkler
Its Manager

State of Utah)
Salt Lake : SS
County of Davis)

On this 15th day of November, 2022, before me, the undersigned Notary Public, personally appeared Mckay Winkler, who affirmed that he is the Manager of BOULDER RANCH, L.L.C., a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.



[Signature]
Notary Public

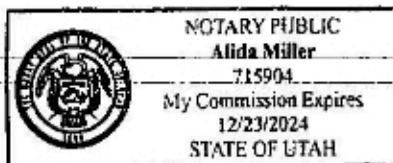
OWNER:

North Utah Holdings L.L.C.,
a Utah limited liability company

By [Signature]
Name Mckay Winkler
Its Manager

State of Utah)
Salt Lake : SS
County of Davis)

On this 15th day of November, 2022, before me, the undersigned Notary Public, personally appeared Mckay Winkler, who affirmed that he is the Manager of NORTH UTAH HOLDINGS, L.L.C., a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.



[Signature]
Notary Public

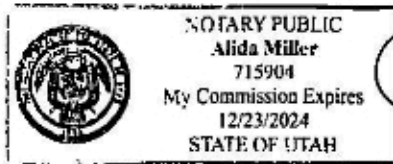
DEVELOPER:

159 S Main L.L.C.,
a Utah limited liability company

By [Signature]
Name Mckay Winkler
Its Manager

State of Utah)
Salt Lake : SS
County of Davis)

On this 15th day of November, 2022, before me, the undersigned Notary Public, personally appeared Mckay Winkler, who affirmed that he is the Manager of 159 S Main, LLC, a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.



[Signature]
Notary Public

[Signature Page Continues Below]

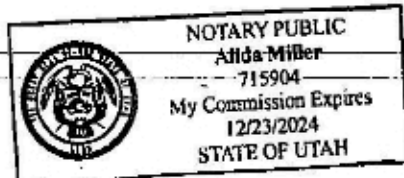
DEVELOPER:

Winkel Rock L.L.C.,
a Utah limited liability company

By [Signature]
Name TOM HEIKROS
Its Manager

State of Utah)
Salt Lake : SS
County of Davis)

On this 21st day of November, 2022, before me, the undersigned Notary Public, personally appeared Tom Heikros, who affirmed that he is the Manager of WINKEL ROCK, LLC, a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT A

Legal Description of Phase I

Phase I of the Mixed-Use Project located in Layton City, Davis County, Utah is more particularly described and depicted as follows:

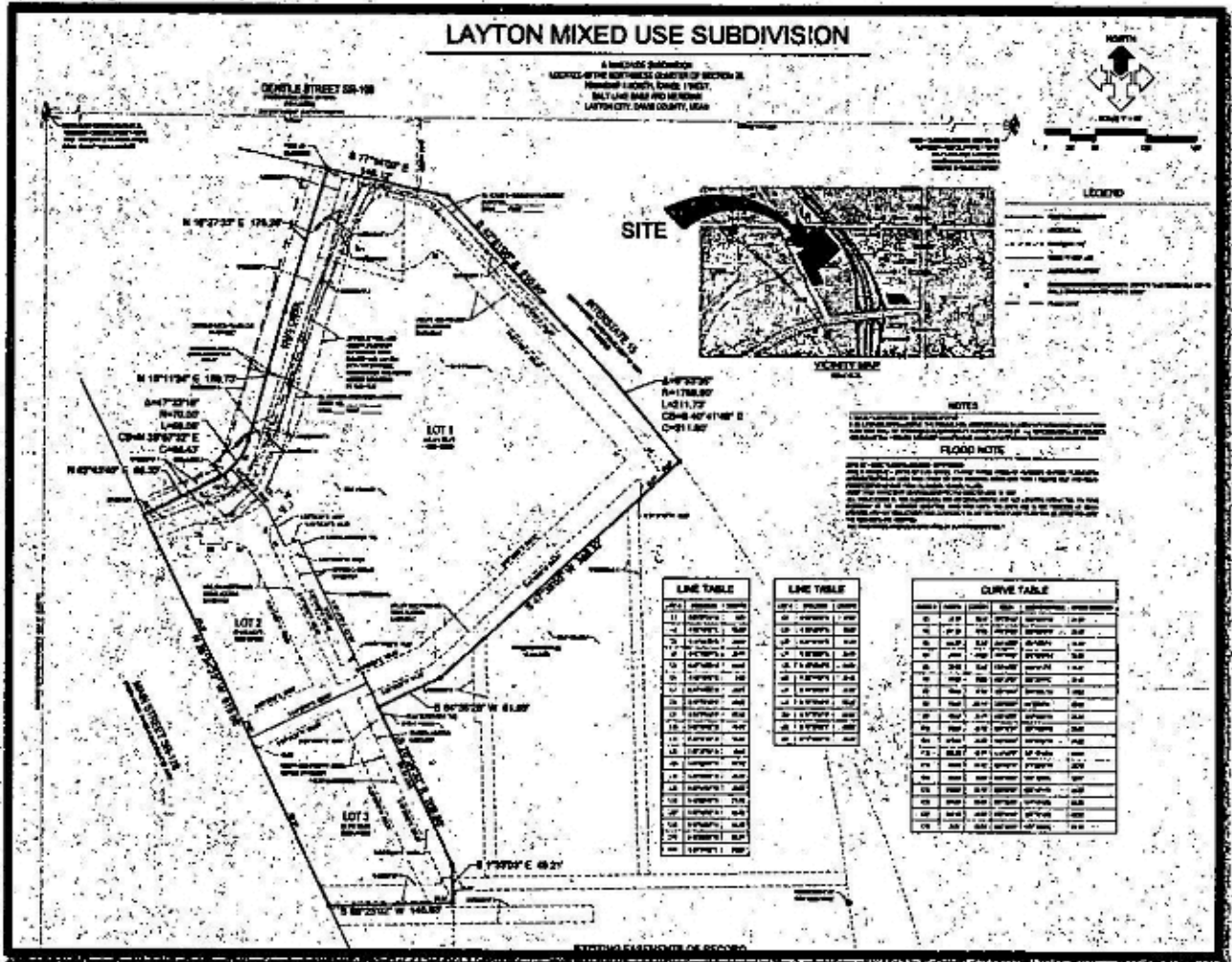
A PARCEL OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT IN THE CENTERLINE OF KAYS CREEK, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY AND NON ACCESS LINE OF INTERSTATE 15, SAID POINT ALSO BEING LOCATED NORTH 89°28'04" WEST ALONG SECTION LINE 1270.98 FEET (BASIS OF BEARING) (NORTH 89°27'20" WEST 1271.00 FEET BY DEED) AND SOUTH 84.50 FEET AND NORTH 77°14'00" WEST 108.64 FEET (NORTH 77°13'31" WEST BY DEED) FROM A FOUND BRASS CAP MONUMENT MARKING THE NORTH QUARTER CORNER OF SAID SECTION 28; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 77°14'00" EAST 146.12 FEET, 2) SOUTH 42°21'05" EAST 210.72 FEET TO A POINT ON A 1759.90 FOOT TANGENT RADIUS CURVE TO THE RIGHT, 3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°53'35" A DISTANCE OF 211.73 FEET (CHORD BEARS SOUTH 40°41'49" EAST 211.60 FEET); THENCE SOUTH 47°38'55" WEST 386.32 FEET; THENCE SOUTH 64°35'28" WEST 81.55 FEET; THENCE SOUTH 25°24'32" EAST 205.85 FEET; THENCE SOUTH 1°35'03" EAST 46.21 FEET; THENCE SOUTH 88°25'02" WEST 148.85 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 25°24'32" WEST 515.66 FEET TO THE CENTER LINE OF SAID KAYS CREEK; THENCE ALONG SAID CREEK THE FOLLOWING FOUR (4) COURSES: 1) NORTH 62°43'40" EAST 98.30 FEET TO A POINT ON A 70.0 FOOT TANGENT RADIUS CURVE TO THE LEFT, 2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°32'16" A DISTANCE OF 58.08 FEET (CHORD BEARS NORTH 38°57'32" EAST 56.43 FEET), 3) NORTH 15°11'24" EAST 159.73 FEET, 4) NORTH 16°27'33" EAST 178.28 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 272,658 SQUARE FEET OR 6.259 ACRES (3 LOTS)

[DEPICTION ON THE FOLLOWING PAGE]

Exhibit A



11-061 - 0227 pt
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Exhibit A