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**DOC # 20180028871**

Agreement Page 1 of 13  
Russell Shirts Washington County Recorder  
07/13/2018 01:31:14 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-1-CB; SG-CIVI-2-CB; SG-CIVI-3-CB; SG-CIVI-4-CB;  
SG-CIVI-5-CB

**FIRST 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 FIRST AMENDMENT TO JOINT DEVELOPMENT AGREEMENT (the "First Amendment") is made this 22<sup>nd</sup> day of May, 2018, 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 ("Developer"). Each of the City, Agency and Developer are a "Party" and collectively, the "Parties" to this First Amendment.

**RECITALS**

A. On or about March 15, 2017, the City, Agency and Developer entered into that certain Joint Development Agreement (the "Original Joint Development Agreement") recorded March 17, 2017, as Entry Number 20170011162 in the official records of Washington County, Utah. The Original Joint Development Agreement as amended by this First 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 Attachment 2 attached hereto.

B. The Parties desire to amend the Joint Development Agreement to reflect minor adjustments to the Project (as defined in the Original Joint Development Agreement) including updating dates of performance.

**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. Amendment to Original Joint Development Agreement Text. The Parties hereby amend the Original Joint Development Agreement to include the following revised sections as if originally included in the Original Joint Development Agreement:

2.1. §110(3) is hereby amended by changing the reference from approximately 1.63 acres to approximately 1.59 acres.

2.2. §205 is hereby amended by deleting the second sentence and replacing it with the following: "Included in the Mid-Block Improvements will be parking".

2.3. §206 is hereby amended by deleting the last sentence which states: "If requested by Developer, City will reasonably cooperate as a grantor on a condominium plat in order to convey rights to Developer to create a subterranean lot to be used for parking which will be underground below the Mid-Block Improvements."

2.4. §307 is hereby amended by changing the reference from 1.63 acres to 1.59 acres and the Agency Land Value from \$1,778,594 to \$1,733,300.

2.5. Attachment 2 – Legal Description of the Site is hereby amended and restated and is attached hereto as a new Attachment 2.

2.6. Attachment 3 – Scope of Development is hereby amended and restated and is attached hereto as a new Attachment 3.

2.7. Attachment 4 – Method of Financing is hereby amended and restated and is attached hereto as a new Attachment 4.

2.8. Attachment 5 – Schedule of Performance is hereby amended and restated and is attached hereto as a new Attachment 5.

2.9. Attachment 7 – Overall Development Site Plan is hereby amended and restated and is attached hereto as a new Attachment 7.

2.10. Attachment 8 – Tax Increment Calculations is hereby amended and restated and is attached hereto as a new Attachment 8.

3. Survival of Remaining Terms of Original Joint Development Agreement. Except as specifically amended herein, the Original Joint Development Agreement and all of its terms and provisions remains in full force and effect.

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

[SIGNATURES FOLLOW ON NEXT PAGES]

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

**CITY OF ST. GEORGE:**

Jonathan T. Pike  
Signature  
By: Jonathan T. Pike  
Its: Mayor  
Date: 6/7/18



**ATTEST:**

Christina Fernandez  
Signature  
By: Christina Fernandez  
Title: City Recorder  
Date: 6/7/18

**NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE:**

Jonathan T. Pike  
Signature  
By: Jonathan T. Pike  
Its: Mayor  
Date: 6/7/18



**ATTEST:**

Christina Fernandez  
Signature  
By: Christina Fernandez  
Title: Secretary  
Date: 6/7/18

APPROVED AS TO FORM:

[Signature]  
Signature

By: SHAWN M. BURMAN

Its: CITY ATTORNEY

Date: 6-6-18

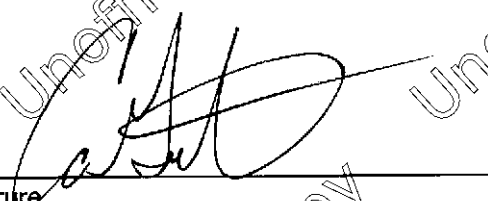
State of Utah )  
 ) :ss.  
County of Washington )

The foregoing instrument was acknowledged before me this 7th day of June, 2018, by Jonathan T. Pike duly acknowledged to me that having received proper authorization to do so, s/he signed this instrument.

[Signature]  
Notary Public



**SG BOULEVARD LAND, LLC, (DEVELOPER)**



Signature

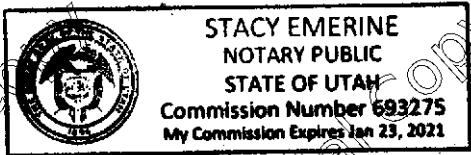
Name: Cameron Gunter

Its: MANAGER

Date: 5-22-18

State of Utah )  
                                  :ss.  
County of Utah )

The foregoing instrument was acknowledged before me this 22 day of May, 2018, for and on behalf of SG BOULEVARD LAND, 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

**ATTACHMENT 2  
LEGAL DESCRIPTION OF THE SITE**

**PARCELS OWNED BY THE CITY OF ST. GEORGE TO BE TRANSFERRED TO OWNER**

SG-CIVI-1-CB Lot 1, 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-2-CB Lot 2, 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-3-CB Lot 3, 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-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

**PARCELS OWNED BY GREEN GATE VILLAGE INVESTORS, LLP**

SG-357-A-2 ST GEORGE CITY SUR PLAT A BLK 25 (SG) Lot: 3 AND:- Lot: 4 N 80 FT W1/2 LOT 3 & E 33 FT N 80 FT LOT 4 BLK 25 PLAT A SGCS

SG-357-B ST GEORGE CITY SUR PLAT A BLK 25 (SG) Lot: 3, Subdivision: ST GEORGE CITY SUR PLAT A BLK 25 (SG) Lot: 4 S 184 FT OF W1/2 LOT 3 & S 184 FT OF E1/2 LOT 4 BLK 25 PLAT A SGCS

SG-358 ST GEORGE CITY SUR PLAT A BLK 25 (SG) Lot: 3 E1/2 LOT 3 BLK 25 PLAT A SGCS.

SG-359 ST GEORGE CITY SUR PLAT A BLK 25 (SG) Lot: 4 S 184 FT OF W1/2 LOT 4 BLK 25 PLAT A SGCS

**ATTACHMENT 3  
SCOPE OF DEVELOPMENT**

The site shall be designed and developed as a Class A mixed-use development, which will conform to Historic District requirements and have architectural excellence and in its design, landscape and development.

**I. RENOVATION OF GREEN GATE VILLAGE (Parcels SG-357-A-2, SG-357-B, SG-358, and SG-359)**

An affiliate of Developer acquired the property in late 2015 and will renovate and repurpose it from a bed and breakfast to boutique retail, office, and restaurant space. The Judd Store will continue to operate as it has previously, with the other buildings becoming available for commercial lease during the first half of 2016.

**II. DEVELOPMENT OF PHASE 1: (Parcels SG-CIV-2-CB, SG-CIV-3-CB, SG-CIV-4-CB, SG-CIV-5-CB)**

Subject to all the terms and conditions of this Agreement, the Developer shall cause to be designed, and following the Agency's approval of the design, the Developer shall cause to be constructed (all quantities are approximations based on conceptual site plan) 1) 234 above ground structured parking stalls, 2) a four-story mixed-use building with 5,825 square feet of commercial space on the ground level fronting St. George Boulevard and 44 multifamily residential units behind and above, 3) a five-story mixed-use building with 1,702 square feet of commercial space on the ground floor fronting Tabernacle Street and 66 multifamily residential units behind and above, 4) a landscaped mid-block pedestrian plaza with a water feature, and 5) 30 surface parking stalls. The Developer shall take care to design a building that blends with the adjacent historic properties with regard to massing, proximity to the sidewalk, window and door proportions and placement, exterior materials, and other considerations.

**III. DEVELOPMENT OF PHASE 2: (Parcel SG-CIVI-1-CB)**

Subject to all the terms and conditions of this Agreement, the Developer shall cause to be designed, and following the Agency's approval of the design the Developer shall cause to be constructed, a four-story boutique hotel offering approximately 60 guestrooms. The Developer shall take care to design a building that blends with the adjacent historic properties with regard to massing, proximity to the sidewalk, window and door proportions and placement, exterior materials, and other considerations.

**IV. ARCHITECTURE AND DESIGN**

The new buildings shall be of high architectural quality. Street-level zones shall be distinctive from upper levels in terms of materials and styling, with scaling and detailing oriented to enhancing the pedestrian experience. The plans and proposals submitted for approvals for both new construction and redevelopment of existing buildings shall describe in detail the architectural character intended for the Site.

**V. LANDSCAPING, HARDSCAPING**

Site design shall give careful attention to the mid-block pedestrian corridor and the layout of space around and between buildings and to landscape and hardscape elements, including paving, trees, shrubs, and other plant materials, landscape containers, top soil, soil

as to enhance pedestrian activity in and around the Site.

**VI. SIGNS**

All signs must conform to St. George City requirements. Signage may be placed as appropriate for announcing the construction of the buildings and for leasing and sales of space in the buildings. Construction-phase signage which identifies Project participants shall acknowledge the Redevelopment Agency of St. George City participation in the same manner as other participants are acknowledged. All permanent signage is of particular interest to the Agency and is subject to approval by the Agency regarding number, size, location, color, and illumination, which approval shall not be unreasonably withheld. Developer shall post such informational and directional signs for public parking as may be requested by Agency.

**VII. CONTROLS AND RESTRICTIONS – MISCELLANEOUS**

Controls and restrictions consistent with this Agreement, including but not limited to maximum height of buildings, stepping back of upper floors of buildings, illumination of building exteriors, parking dimensions, undergrounding of utility lines, and placement of trash compactors and utility boxes and vaults shall be mutually agreed upon in writing by the Agency and the Developer prior to the commencement of construction.

**VIII. CONSTRUCTION BIDDING**

Notwithstanding Agency participation in the Project, the Developer shall not be required to publicly request bids for the construction of the improvements unless required by law or regulation. The Agency will make every reasonable effort to ensure that public bidding is not required.

**IX. RELOCATION OF ST. GEORGE CITY RIGHTS-OF-WAY**

If the Agency and Developer mutually determine that it is in the best interest of Project design quality to relocate or modify the dimensions of St. George City rights-of-way on the interior of the block, the Agency and the Developer shall work together to pursue with St. George City the desired relocations/modifications.

**XI. DEMOLITION**

The Developer shall demolish, remove, and properly dispose of all improvements (including foundations) not to be retained on the Site, whether above or below ground, at Developer's cost, after obtaining required authorizations and permits.



**ATTACHMENT 4  
 METHOD OF FINANCING**

The Developer proposes to develop three new buildings and associated parking and amenities pursuant to the Joint Development Agreement, which Agreement includes this Attachment and its other Attachments. The methods of financing the Project are set forth below:

**1. FINANCING OF SITE ACQUISITION, CONSTRUCTION, AND OTHER DEVELOPMENT COSTS**

**a. Private Financing**

Except as set forth below, Developer, at Developer's own expense, shall obtain from private sources all necessary site acquisition and construction financing, and eventually at the option of the Developer, permanent financing, sufficient to undertake all phases and aspects of the Project. The Developer intends to obtain a construction loan in the amount feasible to complete the proposed scope of the Project, from a lender acceptable to the Agency.

**b. Agency Property Contribution**

In conformance with the Schedule of Performance (Attachment No. 5), the Agency shall transfer to Developer by special warranty deed the properties owned by the City (Attachment 2) which will be part of the project. If Developer is unable to commence construction on any phase of the project according to the Schedule of Performance (Attachment No. 5) and Agency and Developer are unable to come to an agreement to extend the schedule, Developer shall transfer back to the Agency by special warranty deed the parcel(s) which have not been developed in conformance with the Joint Development Agreement.

**e. Relocation**

The funds, if any, necessary to relocate the existing businesses on the Site pursuant to any applicable Federal or State relocation requirement shall be provided by the Developer.

**2. DEVELOPER'S STATEMENT OF ESTIMATED PROJECT SOURCES AND USES OF FUNDS\***

<b>Sources</b>	
New Loan	\$ 26,022,000
Equity	\$ 13,107,885
	<b>\$ 39,129,885</b>

<b>Uses</b>	
Hard Costs - Multifamily	\$ 17,657,503
Hard Costs - Commercial	\$ 1,127,075
Hard Costs - Hotel	\$ 13,051,513
Soft Costs	\$ 6,618,794

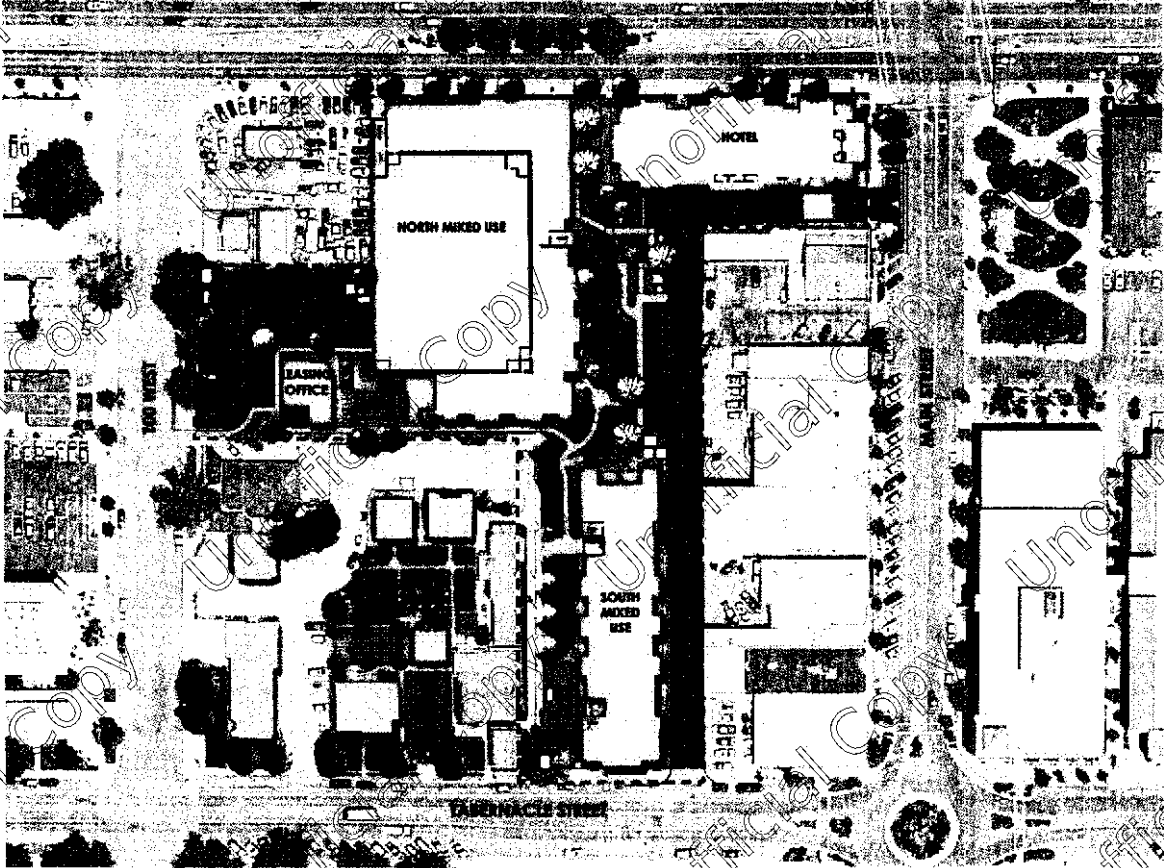
Land	\$ 675,000
	\$ 39,129,885

*\*Excluding Green Gate Village*

**ATTACHMENT 5  
SCHEDULE OF PERFORMANCE**

1. 03/03/16 CDA Draft Plan public hearing
2. 05/16/16 Preliminary Historic Preservation Commission review
3. 06/29/16 Final Historic Preservation Commission review
4. 03/14/17 Joint Development Agreement executed
5. 08/09/16 Preliminary plat, site plan and conditional use permit applications to city
6. 09/22/16 Final site plan and conditional use permit approvals from city
7. 08/31/17 Demolition complete
8. 10/03/17 Submit Phase 1 (parking and multifamily/commercial) drawings for building permit review
9. 03/01/18 Final plat approval from city
10. 05/01/18 Close financing and commence construction of Phase 1
11. 08/01/18 Commence construction of Phase 2 (boutique hotel)
12. 10/01/19 Construction of Phase 1 complete, property operational
13. 11/01/19 Construction of Phase 2 complete, hotel operational

**ATTACHMENT 7  
OVERALL DEVELOPMENT SITE PLAN**



**ATTACHMENT 8  
 TAX INCREMENT CALCULATIONS**

Table 1: Development Assessed Values

Development	Assessed Value
Residential	\$ 6,982,548
Commercial	\$ 3,178,917
Hotel	\$ 8,434,194
<b>Total Assessed</b>	<b>\$ 18,595,660</b>

Table 2: Tax Increment Generation

Year	Value	Tax Rate	Tax Increment	Percentage	Total Value
Year 1	\$ 18,595,660	1.0347%	\$ 192,409	75.0%	\$ 144,307
Year 2	\$ 18,751,520	1.0347%	\$ 194,022	75.0%	\$ 145,516
Year 3	\$ 18,914,191	1.0347%	\$ 195,705	75.0%	\$ 146,779
Year 4	\$ 19,083,808	1.0347%	\$ 197,460	75.0%	\$ 148,095
Year 5	\$ 19,260,511	1.0347%	\$ 199,289	75.0%	\$ 149,466
Year 6	\$ 19,744,441	1.0347%	\$ 204,296	75.0%	\$ 153,222
Year 7	\$ 20,070,399	1.0347%	\$ 207,668	75.0%	\$ 155,751
Year 8	\$ 20,453,877	1.0347%	\$ 211,636	75.0%	\$ 158,727
Year 9	\$ 20,845,023	1.0347%	\$ 215,683	75.0%	\$ 161,763
Year 10	\$ 21,243,993	1.0347%	\$ 219,812	75.0%	\$ 164,859
Year 11	\$ 21,900,942	1.0347%	\$ 226,609	75.0%	\$ 169,957
Year 12	\$ 22,216,030	1.0347%	\$ 229,869	75.0%	\$ 172,402
Year 13	\$ 22,559,420	1.0347%	\$ 233,422	75.0%	\$ 175,067
Year 14	\$ 22,911,278	1.0347%	\$ 237,063	75.0%	\$ 177,797
Year 15	\$ 23,351,773	1.0347%	\$ 241,621	75.0%	\$ 181,216
<b>Total Tax Increment Generation</b>					<b>\$ 2,404,924</b>

\*Value assumes 2% inflation of assessed value