

RECORDED

JAN 25 2017

CITY RECORDER

WHEN RECORDED, RETURN TO:

Mr. Tariq Mughal
2219 East Fisher Lane
Salt Lake City, Utah 84109

Salt Lake City Corporation
Planning Division
Attn: Planning Director
PO Box 145480
Salt Lake City, UT 84114-5480

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Book - 10525 Pg - 7643-7649
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PLANNING
PO BOX 145480
SLC UT 84114
BY: DKP, DEPUTY - WI 7 P.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into by and between **SALT LAKE CITY CORPORATION**, a political subdivision of the State of Utah ("**City**") and **Mr. Tariq Mughal**, a resident of Salt Lake City ("**Developer**"). City and Developer may be referred to herein collectively as "**Parties**."

RECITALS

A. Developer is the owner of approximately 0.192 acres of land located at 1117 East South Temple in Salt Lake City (the "**Property**"), this land is more particularly described on the attached Exhibit "A". The Property has high density residential dwellings on both east and west sides and the Developer wishes to build an apartment/condo building on the Property. In order to accomplish such development, Developer has requested that the Property be rezoned from RMF-35 to RMU-35.

B. On February 24th, 2016 the Salt Lake City Planning Staff made a positive recommendation to the Salt Lake City Planning Commission for Developer's re-zoning petition.

C. On March 23, 2016, the Salt Lake City Planning Commission voted to forward a positive recommendation to the Salt Lake City Council to rezone the Property, subject to the developer entering into a development agreement that would prohibit commercial use of the property.

D. On October 4, 2016 the city council approved the rezoning of 1117 East South Temple from RMF-35 to RMU-35 subject to Developer entering into a development agreement restricting the use of the Property to residential uses and prohibiting commercial uses, and establishing a minimum front yard setback to match the property immediately to west of the property. This Agreement is the development agreement referenced by the city council.

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

E. City, acting pursuant to its authority under the Municipal Land Use, Development, and Management Act, Utah Code §§ 10-9a-101, *et seq.*, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Salt Lake City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance on the foregoing recitals, City and Developer agree as follows:

1. **Incorporations of Recitals.** The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **Residential Use.** Developer agrees that the Property shall only be used for residential uses allowed in the RMU-35 zoning district. Developer agrees that commercial uses shall not be allowed on the Property.

3. **Setback Requirements.** Developer agrees that the Property's front yard setback shall be established as a line that is equal to the setback of the property located immediately to the west commonly known as Commodore Apartments, which setback shall be established as of the date of this Agreement. All other setbacks will comply with the requirements of the RMU-35 zoning district or, if the Property should be subsequently re-zoned, with the requirements of the applicable zoning.

4. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

5. **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

6. **Construction/Interpretation.** This Agreement has been reviewed by the Parties and have had the opportunity to have it reviewed by each Party's legal counsel. No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

7. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

8. **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run

with the land described herein. The covenants, obligations and restrictions established by this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees.

9. **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

10. **Remedies.** Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11. **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

12. **Covenant of Good Faith and Fair Dealing.** Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

13. **No Third-Party Beneficiaries.** This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

14. **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

15. **Entire Agreement, Counterparts and Exhibit.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit A: Legal Description of Developer's Property.

16. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Developer 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 contract 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.

17. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Developer pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Developer. Any materials for which Developer claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Developer's claim of business confidentiality. City will make reasonable efforts to notify Developer of any requests made for disclosure of documents submitted under a claim of business confidentiality. Developer may, at Developer's sole expense, take any appropriate actions to prevent disclosure of such material. Developer specifically waives any claims against City related to disclosure of any materials required by GRAMA.

[Signature Page] to Follow

EFFECTIVE as of the 20 day of January, 2016.

CITY:

ATTEST:

RECORDED

SALT LAKE CITY CORPORATION, a
municipal corporation of the State of Utah

JAN 25 2017

By: Kory Solario
~~Gindi Mansell,~~
KORY SOLARIO ASSISTANT Salt Lake City Recorder
CITY RECORDER

By: Jacqueline Biskupski
Mayor Jacqueline Biskupski

Approved as to form

[Signature]
City Attorney's Office
Date: 12/19/2016



EXHIBIT "A"

Legal description of Developer's Property:

Property is located at 1117 East South Temple Street (Parcel No: 09-32-459-014).

Boundary Description:

A parcel of land situate in the Southeast Quarter of Section 32, Township 1 North, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the South East Corner of Lot 2, Block 5, Plat "G", of Salt Lake City Survey, said points also being on the North line of South Temple Street, said points also North $89^{\circ} 58' 36''$ East 209.21 feet and North $00^{\circ} 01' 24''$ West 64.88' from the center line monument at the intersection of South Temple and Q Street;

Thence West 49.50 feet along the North line of said South Temple Street;

Thence North $00^{\circ} 00' 07''$ west 165.13 feet;

Thence North $89^{\circ} 59' 17''$ East 49.99 feet;

Thence South $00^{\circ} 00' 20''$ East 165.14 feet to a point on the North line of said South Temple Street;

Thence West 0.50' along said North line of said South Temple Street to the point of beginning.

Contains: 8,350 sq.ft. (approx. 0.192 acres).