

WHEN RECORDED, RETURN TO:

Salt Lake City Corporation
Attn: Planning Director
451 S. State Street, Suite 406
Salt Lake City, Utah 84111

14028937 B: 11378 P: 9497 Total Pages: 12
10/12/2022 03:41 PM By: Mwestergard Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To SALT LAKE CITY PLANNING DIVISION
451 SOUTH STATE STREET ROOM 406 PO BOX 145480 SALT LAKE CITY, UT 84111

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the 24th day of AUGUST, 2022 (“Effective Date”), by and between **SALT LAKE CITY CORPORATION**, a political subdivision of the State of Utah (“City”) and **Symmetry Management Group, L.L.C., CH1 LLC, RW LLC, and Green Haven Homes, LLC** (collectively, “Developers”). City and Developers may be referred to herein collectively as “Parties.”

RECITALS

- A. Developers are the owners of three parcels totaling a size of approximately 1.88 acres and located at approximately 203 East 2100 South Street, 221 East 2100 South Street, and 1991 South 200 East Street in Salt Lake City (the “Properties”), which land is more particularly described on the attached Exhibit A.
- B. Symmetry Management Group, L.L.C., CH1 LLC, and RW LLC are currently renovating the existing multi-unit building at 203 East 2100 South Street and intend to further develop the Properties as a mixed-use development project (“Project”).
- C. On January 19, 2021, Green Haven Homes, LLC and CTAG, LLC submitted a petition for a zoning map amendment of the Properties from RMF-45 (Moderate/High Density Multi-Family Residential) to FB-UN2 (Form Based Urban Neighborhood) per petition number PLNPCM2021-00029.
- D. Green Haven Homes, LLC and CTAG, LLC also submitted a petition to amend the future land use map in the Central Community Master Plan from "Medium High Residential" to "High Mixed Use" with respect to the Properties per petition number PLNPCM2021-00104.
- E. The zoning map and master plan amendments provide the opportunity for mixed uses and more density on the Properties and create more consistency between the zoning map and community master plan.
- F. On May 12, 2021, the Salt Lake City Planning Commission (“Planning Commission”) held a regularly scheduled meeting to consider Developers’ zoning map and master plan amendments.

G. At its May 12, 2021 meeting, the Planning Commission voted to forward a positive recommendation to the Salt Lake City Council to approve the proposed zoning map and master plan amendments.

H. On October 19, 2021, the Salt Lake City Council adopted Ordinance 58 of 2021, which adopted the recommendation of the Planning Commission, subject to the condition that Developers enter into this Agreement.

I. Subsequent to the adoption of Ordinance 58 of 2021, CTAG, LLC and its related entity, The Ambrose Group, Inc., transferred their respective interests in the properties at 203 East 2100 South Street and 1991 South 200 East Street to Symmetry Management Group, L.L.C., CH1 LLC, and RW LLC, which owners assume the rights and responsibilities of their grantors.

J. 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, City has elected to approve and enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in reliance on the foregoing recitals, City and Developers agree as follows:

1. **Incorporations of Recitals**. The Parties hereby incorporate the foregoing recitals into this Agreement.
2. **Development Requirements**. Developers agree that the Project shall include one half parking stall for each residential dwelling unit on the Properties.
3. **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.
4. **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.
5. **Construction/Interpretation**. This Agreement has been reviewed and revised by legal counsel for both the City and Developers, and no presumption or rule that ambiguities shall

be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6. **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive; and “including” shall mean “including, without limitation,”.

7. **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 subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees.

8. **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.

9. **Remedies.** Any of the Parties 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.

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

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

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

13. **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 fire, extreme weather, terrorism, explosion, flood, war, pervasive health crisis, 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.

14. **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 Developers.

16. **Representation Regarding Ethical Standards For City Officers and Employees and Former City Officers And Employees.** Developers represent that they have 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 Developers 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 Developers. Any materials for which Developers claim a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Developers' claim of business confidentiality. City will make reasonable efforts to notify Developers of any requests made for disclosure of documents submitted under a claim of business confidentiality. Developers may, at Developers' sole expense, take any appropriate actions to prevent disclosure of such material. Developers specifically waive any claims against City related to disclosure of any materials required by GRAMA.

[Signature Page to Follow]

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

RECORDED

“CITY”:

ATTEST: CITY RECORDER

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

Sep 30, 2022

By:  Sep 30, 2022

By:  09/30/2022

DeeDee Robinson (Sep 30, 2022 14:38 MDT)
Cindy Lou Trishman,
Salt Lake City Recorder
Minutes & Records Clerk

Erin Mendenhall (Sep 30, 2022 10:40 MDT)
Mayor Erin Mendenhall

Approved as to form:


Paul Nielson (Sep 29, 2022 09:23 MDT)
City Attorney's Office
Date: 09/29/2022

CH1 LLC,
a California limited liability company

By: [Handwritten Signature]

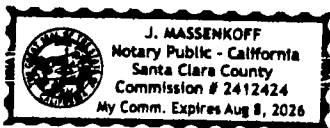
Name: Christian Hansen

Title: Manager

STATE OF CALIFORNIA)
) SS:
COUNTY OF SANTA)
) CLARA

Before me, a Notary Public in and for said county and state, personally appeared CHRISTIAN M. HANSEN, the MANAGER of CH1, LLC, a California limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 24th day of August, 2022.



[Handwritten Signature]
Signature _____
J. Massenkovff
Printed _____

My Commission Expires: Aug 8 2026
My County of Residence: San Mateo

Symmetry Management Group, L.L.C.,
a Utah limited liability company

By: *Stanton W. Hansen*

Name: *Stanton W. Hansen*

Title: *Manager*

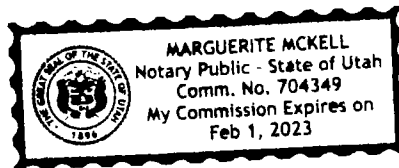
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

Before me, a Notary Public in and for said county and state, personally appeared *Stanton W. Hansen*, the *Manager* of Symmetry Management Group, L.L.C., a Utah limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this *30th* day of *August*, 2022.

Marguerite McKell
Signature
Marguerite McKell
Printed

My Commission Expires: *02/01/2023*
My County of Residence: *Salt Lake*



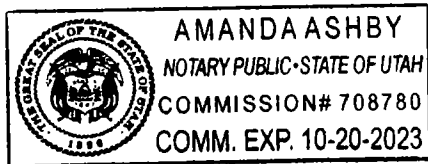
Green Haven Homes, LLC,
a Utah limited liability company

By: [Signature]
Name: Joe Darger
Title: Owner member

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

Before me, a Notary Public in and for said county and state, personally appeared August 31, 2022 Joe Darger the Manager/owner of Green Haven Homes, LLC, a Utah limited liability company, who having first been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 31 day of August, 2022.



[Signature]
Signature
Amanda Ashby
Printed

My Commission Expires: 10/20/23
My County of Residence: Salt Lake

EXHIBIT A

203 East 2100 South (Tax ID Number: 16-18-382-019-0000)

BEG N 89°52'23" E 32.99 FT FR SW COR LOT 1, BLK 5, 5 AC PLATA, BF SUR; N 0°13'40" E 441.33 FT; N 89°52'30" E 156.19 FT; S 0°09'51" W 305.4 FT; W 72.2 FT; S 0°13'40" W 136.08 FT; S 89°52'23" W 84.33 FT TO BEG. 8229-1072 8263-2050 10097-8216 10311-2348 10423-158

1991 South 200 East (Tax ID Number: 16-18-382-003-0000)

BEG 33 FT E & 83 FT S OF NW COR LOT 20, BLK 5, 5 AC PLAT A BSUR S 50 FT E 156 3/4 FT N 50 FT W 156 3/4 FT TO BEG 6861-0271 7082-0142 7101-0001 7257-2350 7661-0607 8273-6923 8275-6662 8359-5694 8870-1760,6088 9084-3986 9088-2134 9269-8835 9468-2191 10158-8418 10605-9064

221 East 2100 South (Tax ID Number: 16-19-126-008-0000)

BEG N 89°52'23" E 117.32 FT FR SW COR LOT 1, BLK 5, 5 AC PLAT A, BF SUR; N 0°14'40" E 136.08 FT; E 72.2 FT; S 0°09'51" W 10.88 FT; N 89°52'11" E 39.95 FT; S 0°08'52" W 125.05 FT; S 89°52'23" W TO BEG. 5859-0485 8229-1068,1070 8264-8482 8341-6545 8378-6912 8721-7970 9494-0182 10162-427510389-3906 10492-7320 10584-1569











Development Agreement for Wheatley Properties

Final Audit Report

2022-09-30


Created:	2022-09-28
By:	David Schupick (david.schupick@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARGKRacYH3JEi9EOwFCY16pmUJhkVZsf

"Development Agreement for Wheatley Properties" History


-  Document created by David Schupick (david.schupick@slcgov.com)
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-  Document emailed to Cori Moore (cori.moore@slcgov.com) for signature
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-  Email viewed by Cori Moore (cori.moore@slcgov.com)
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-  Document signing delegated to Colin Cottle (colin.cottle@slcgov.com) by Cori Moore (cori.moore@slcgov.com)
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 Document signing delegated to DeeDee Robinson (deedee.robinson@slcgov.com) by slcrecorder@slcgov.com
2022-09-30 - 8:33:17 PM GMT

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Signature Date: 2022-09-30 - 8:38:12 PM GMT - Time Source: server

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