

WHEN RECORDED, RETURN TO:

Midvale City
7505 S Holden Street
Midvale, Utah 84047

14420723 B: 11592 P: 1585 Total Pages: 23
08/11/2025 12:08 PM By: dsalazar Fees: \$72.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MIDVALE CITY
7505 S HOLDEN STREET MIDVALE, UT 84047



**SECOND AMENDMENT TO
AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
JORDAN BLUFFS PROJECT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (this “**Second Amendment**”) is made as of June 3, 2025 (the “**Effective Date**”), by and between Midvale City, a political subdivision of the State of Utah (the “**City**”), and PGM Jordan Bluffs, LLC, a Utah limited liability company, as successor in interest to Gardner Jordan Bluffs, L.C., a Utah limited liability company (the “**Master Developer**”), sometimes referred to as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. WHEREAS, Gardner Jordan Bluffs, L.C., a Utah limited liability company (“**GJB**”) and the City entered into that certain Amended and Restated Master Development Agreement for Jordan Bluffs Project dated April 4, 2019 (the “**Amended and Restated Development Agreement**”), as amended by that certain First Amendment to Amended and Restated Development Agreement for the Jordan Bluffs Project dated August 24, 2020 (the “**First Amendment**” and together with the Amended and Restated Development Agreement, as further amended, restated, supplemented or otherwise modified from time to time, the “**Development Agreement**”) which relates to certain real property located in Midvale, Utah, and which is more particularly described in the Development Agreement (the “**Property**”).

B. WHEREAS, on or around June 28, 2022 (the “**Assignment Date**”), GJB assigned its rights and obligations as Master Developer under the Development Agreement to Master Developer from and after the Assignment Date.

C. WHEREAS, Master Developer’s vision for the development of the Property has changed due to changes in the market conditions including those precipitated by the COVID-19 pandemic, construction costs, and high inflation. The Master Developer’s revised concept for the development of the Property requires an amendment to the Development Agreement and Midvale Municipal Code 17-7-10.12.

D. WHEREAS, Master Developer submitted an application for a text amendment to Midvale Municipal Code 17-7-10.12. The text amendment was heard by the Planning Commission in a public hearing on January 8, 2025. The text amendment was subsequently approved, after a public hearing, by the City Council with Ordinance No. 2025-O-11 on June 3, 2025.

E. WHEREAS, Master Developer and the City desire to enter into this Second Amendment to modify the Development Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Development Agreement.

2. Amendment of Section 3.3.1. Section 3.3.1 of the Development Agreement is hereby amended and restated as follows:

3.3.1. **Central Community Park and Improvements.** As part of the consideration for this Amended and Restated MDA, Master Developer voluntarily agrees to design with the City's input, construct the "Required Park Improvements" as defined below and in Exhibit "F," and convey the Central Community Park Parcel via quit claim deed, at no cost to the City, which conveyance shall occur in phases, as discussed more fully below, no later than October 31, 2031, unless otherwise agreed to by the Parties. If Developer has not improved at least 50% of the Central Community Park and related Required Park Improvements in compliance with the requirements in the JB Zone and this Amended and Restated MDA by June 1, 2030, Developer and the City will negotiate in good faith to create a new schedule timeline and configuration for the completion and delivery of the Central Community Park and Required Park Improvements without reducing the size of the Central Community Park or the quantity of the Required Park Improvements. The goal of the Parties' negotiations will be to reconfigure the Central Community Park to be constructed in a timely manner and relocated in a configuration as agreed to by the Parties to provide recreation to the public within the Project and the City. The Central Community Park Parcel shall consist of not less than fifteen (15) acres in the location as generally shown on Exhibit "E" (the "**Central Community Park Parcel**"). The area shown on Exhibit "E" may be modified by Master Developer with the approval of the City, provided any such modifications (a) will not decrease the acreage of the Central Community Park below fifteen (15) acres, and (b) will not decrease the width of the Central Community Park below one hundred and twenty-five (125) feet. The Central Community Park Parcel shall be conveyed subject to a restriction that the Central Community Park Parcel may only be used as a public park and related amenities and for no other purpose. Master Developer shall cause the Central Community Park to be developed and improved in accordance with the requirements and quantities described in Exhibit "F," attached hereto, and Section 13 of this Amended and Restated MDA (the "**Required Park Improvements**") provided, however, in no event will Developer be required to incur more than \$13,500,000 to improve the Park with the Required Park Improvements (the "**Improvements Cap**"). The Improvements Cap will increase on each anniversary of the Effective Date by an amount equal to six percent (6%) until such time as the Required Park Improvements have been completed. The Required Park Improvements shall be completed by Master Developer in conjunction with the

construction of each Project Phase with frontage adjacent to the Central Community Park Parcel and for the entire width of the Central Community Park Parcel adjacent to such Project Phase. Plans for each phase of the Central Community Park will be submitted with the Large-Scale Master Plan for each adjacent Pod. The City will accept the Required Park Improvements in complete phases as the work for each Central Community Park phase is completed. Maintenance of each phase of the Central Community Park Parcel shall be the responsibility of Master Developer until such time as Master Developer has completed the applicable phase of the Required Park Improvements and they have been inspected and accepted by the City, acceptance of which shall not be unreasonably withheld or delayed. After completion of each phase of the Required Park Improvements, acceptance by the City, and conveyance of such portion of the Central Community Park Parcel to the City, the City will be responsible, at its sole cost and expense, for operating and maintaining such phase of the Central Community Park Parcel and all improvements thereon in a neat, clean and safe condition and in a manner consistent with open space being maintained by Master Developer and Subdevelopers within the Gardner Property.

3. Addition of Section 4.4. The following is hereby added as a section of the Development Agreement:

4.4 **Vacuum Sewer System.** Master Developer or one of its affiliates has constructed a vacuum sewer system and vacuum collector station building and related improvements and components (collectively, the “**Vac Station**”) on certain real property owned by the City in order to provide sewer service for the Project. Master Developer and the City agree that the City and the owner of the Vac Station will execute an agreement, in the form attached hereto as Exhibit “H,” transferring ownership and responsibility to the City for the Vac Station when the following conditions are satisfied and verified by City staff Master Developer, a Related Entity, or a Subdeveloper connects a sewer line serving a Phase to the Vac Station, and the Phase’s sewer line necessitates the use of the Vac Station with the flow of human excrement produced from occupants of the Phase. Master Developer is responsible for ensuring that the owner of the Vac Station executes the transfer agreement provided in this Section of the Development Agreement.

4. Amendment to Exhibit “B”. Exhibit “B” of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit “B” attached to this Second Amendment.

5. Amendment to Exhibit “E”. Exhibit “E” of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit “E” attached to this Second Amendment.

6. Amendment to Exhibit “F”. Exhibit “F” of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit “F” attached to this Second Amendment.

7. Amendment to Exhibit “G”. Exhibit “G” of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit “G” attached to this Second Amendment.

8. Modification to JB Zone. The City and Master Developer acknowledge and agree that the JB Zone is being amended pursuant to Midvale City Ordinance No. 2025-O-11. Each

Party acknowledges and consents to such amendment and agrees that Developer's vested rights to develop the Property pursuant to the Amended and Restated Development Agreement shall be modified as provided in such Midvale City Ordinance No. 2025-O-11. Except as provided under this Section 8 of this Second Amendment, the Master Developer's vested rights will remain unchanged from the Amended and Restated Master Development Agreement.

9. Effect of Amendment. Except as amended by this Second Amendment, the Development Agreement shall remain in full force and effect and shall constitute a binding obligation of the Parties and their respective successors and assigns.

10. Further Assurances. Each Party agrees to execute and deliver such further documents and instruments, and to take such further actions after the date hereof as may be necessary or desirable, and reasonably requested by another party, to give effect to the assignments and other transactions contemplated by this Second Amendment.

11. Counterparts. This Second Amendment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

12. Electronically Transmitted Signatures. In order to expedite the transaction contemplated herein, facsimile signatures or signatures sent by electronic mail may be used in place of original signatures on this Second Amendment. The City and Master Developer intend to be bound by the signatures on facsimile sent or electronically mailed documents, are aware that the other parties hereto will rely on facsimile sent or electronically mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the form of signature. Following any facsimile or electronic mail transmittal, the applicable party shall promptly deliver the original instrument by reputable overnight courier in accordance with the notice provisions of this Second Amendment.

13. Governing Law. This Second Amendment shall be governed by and construed in accordance with the internal laws of the State of Utah.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Second Amendment to the Amended and Restated Master Development Agreement as of the date first set forth above.

MASTER DEVELOPER

PGM Jordan Bluffs, L.C., a Utah limited liability company, by its managers

Gardner-Plumb, L.C., a Utah limited liability company

By: 
Name: Christian Gardner
Its: Manager

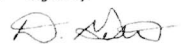
LHMRE, LLC, a Utah limited liability company

By: Brad Holmes
Name: Brad Holmes
Its: President

CITY

MIDVALE CITY, a political subdivision of the State of Utah



By: 
Name: Dustin Gettel
Title: Mayor

Approved as to form:

Signed by: Daniel Van Benge
City Attorney

Attest:

DocuSigned by: Roni Anderson
City Recorder

Exhibit "H"

Form of Vac Station Transfer Agreement

BILL OF SALE AND TRANSFER AGREEMENT

(Vac Station)

This Bill of Sale and Transfer Agreement (this "Agreement") dated this ____ day of 6/26/2025 (the "Effective Date"), is by and between Gardner Jordan Bluffs, L.C., a Utah limited liability company ("Gardner") and Midvale City, a political subdivision of the State of Utah (the "City"). Gardner and the City may sometimes be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Gardner constructed a vacuum sewer system and vacuum collector station building and related improvements and components (collectively, the "Vac Station") on certain real property located in Midvale, Utah, as depicted on Exhibit "A" attached hereto and made a part hereof (the "Property"), which Property is owned by the City.

WHEREAS, the requirements for transferring ownership and responsibility provided in Section 4.4 of the Amended and Restated Master Development Agreement for the Jordan Bluffs Project have been met.

WHEREAS, Gardner desires to convey to the City, and the City desires to accept, the Vac Station.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Conveyance of Vac Station. As of the Effective Date, Gardner does hereby convey, transfer, and assign to the City, (a) the Vac Station, (b) all operating and maintenance manuals, guides and technical data relating to the Vac Station, and (c) all warranties and guaranties made by, or received by Gardner from, any person with respect to the Vac Station (collectively, the "Conveyed Property"). The City hereby accepts such conveyance, assignment and transfer of the Conveyed Property. Except as set forth in this Agreement, the Conveyed Property is being conveyed by Gardner, and accepted by the City, "AS IS," "WHERE IS" AND "WITH ALL FAULTS."
3. Maintenance. Gardner represents and warrants that it has maintained the Vac Station in good working order, condition, and repair prior to Effective Date. Subject to Gardner's obligations set forth in Sections 4 and 5 below, from and after the Effective Date, the City shall be solely responsible, at the City's sole cost and expense, for the operation, maintenance and repair of the Vac Station. Without limiting the generality of the foregoing, the City acknowledges receipt of the maintenance and operating manuals for the Vac Station as provided

under the following link:
<https://gardnergroupp.box.com/s/c5vjil1x43mf8c4diohhl55o5nmf6r6p> (collectively, the
“O&M Guide”).

4. Gardner’s Repair Obligations. In the event of any damage to the Vac Station which occurs at the time Gardner, or its Affiliates, connect sewer lines to the Vac Station, Gardner will promptly proceed to repair such damage caused by the connection of such sewer lines. Gardner’s obligations set forth in this Section 4 shall not apply to any replacement or repair which is required as a result of the City’s failure to operate, repair and maintain the Vac Station as provided in Section 3 above, or from any damage to the Vac Station which is caused by the acts or omissions of the City or its agents, employees, contractors or any other third party which is not an affiliate of Gardner.

5. Reimbursement Period. For a period of one year after the Effective Date, if the Vac Station fails to operate as a result of (a) Gardner’s failure to deliver the Vac Station in good working order, condition and repair, (b) a construction defect in the original construction of the Vac Station, or (c) an act or omission by Gardner or its Affiliates, the City may take all steps to repair the Vac Station to good working order. Midvale may then invoice Gardner for all costs it incurred in repairing the Vac Station within 30 days of the conclusion of any such repairs. Gardner, for any uncontested amounts, will reimburse the City within 14 days of its receipt of Midvale’s invoice. The Parties will negotiate in good faith regarding any contested amounts. Except for matters identified by Midvale that require repair on or before the date that is one year after the Effective Date, Gardner shall have no further obligations to reimburse the City for the City’s repairs to the Vac Station. In no event shall Gardner be liable to make any repairs arising out of (a) the City’s failure to maintain and operate the Vac Station in accordance with O&M Guide, (b) damages caused by a party unrelated to Gardner or its Affiliates, or (c) damages caused by the City’s negligence or willful misconduct.

6. Rights and Remedies.

(a) A Party shall be in default hereunder if (i) a Party fails to make a payment when due hereunder and such payment continues to ten (10) days after written notice from the other Party, or (ii) a Party fails to perform or fulfill any of its non-monetary obligations under this Agreement and such default continues uncured for more than thirty (30) days after written notice thereof by the other Party specifying such default; provided, if a Party has not completed a cure of a non-monetary default after diligent good faith efforts during such thirty (30) day period, such 30-day cure period will be extended for up to an additional period of time as is reasonably necessary to cure such default so long as the defaulting Party has commenced the cure of such default within such 30-day cure period and is diligently prosecuting the same to completion.

(b) If a default occurs and continues beyond all applicable notice and cure periods, the Parties shall have, all remedies available at law or in equity, including, without limitation, a right to specific performance.

7. Notices. All notices given hereunder shall be in writing and delivered to the

parties (a) in person or by e-mail transmission (with a confirmation copy delivered in person or by overnight delivery within one (1) business day), (b) by overnight delivery with any reputable overnight courier service, or (c) by deposit in any post office or mail depository regularly maintained by the United States Postal Office and sent by registered or certified mail, postage paid, return receipt requested, and shall be effective upon receipt (whether refused or accepted) and, in each case, addressed as follows:

If to Gardner: c/o KC Gardner Company
201 South Main Street, Suite 2000
Salt Lake City, Utah 84111
Attn: President

If to the City: Midvale City
7505 S Holden Street
Midvale, Utah 84047
Attn: City Attorney

(c) Further Assurances. Each Party agrees to execute and deliver such further documents and instruments, and to take such further actions after the date hereof as may be necessary or desirable, and reasonably requested by another Party, to give effect to the transactions contemplated by this Agreement.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document by some or all of the parties hereto, and (i) each such counterpart shall be considered an original, and all of which together shall constitute a single agreement, (ii) the exchange of executed copies of this Agreement by facsimile or Portable Document Format (PDF) transmission (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law (e.g., www.docusign.com)), shall constitute effective execution and delivery of this Agreement as to the Parties for all purposes, and (iii) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law (e.g., www.docusign.com)), shall be deemed to be their original signatures for all purposes.

(f) Entire Agreement. This Agreement contains the entire understanding of Gardner and the City and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

(g) Successors and Assigns. This Agreement shall inure for the benefit of and shall be binding on each of the Parties hereto and their respective successors and/or assigns.

(h) Attorney's Fees. In any action to enforce the provisions of this Agreement, the

prevailing Party shall be entitled to an award of its reasonable attorneys' fees and costs.

(i) Amendment. Any alteration, change or modification of or to this Agreement, in order to become effective, must be made in writing and in each instance signed on behalf of each Party to be charged.

(j) Partial Invalidity. No provision of this Agreement that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of this Agreement shall be severable.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

GARDNER:

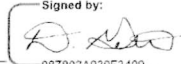
Gardner Jordan Bluffs, L.C., a Utah limited liability company, by its manager

By: 
Name: Christian Gardner
Title: Manager

CITY

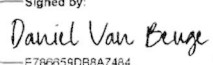
MIDVALE CITY, a political subdivision of the State of Utah



By: 
Name:
Title: Mayor

Approved as to form:

Attest:

Signed by:

E766959DB8A7484
City Attorney

DocuSigned by:

3D92627CC2F7484
City Recorder

Exhibit "A"

To

Bill of Sale and Transfer Agreement



Exhibit “B”

Concept Plan

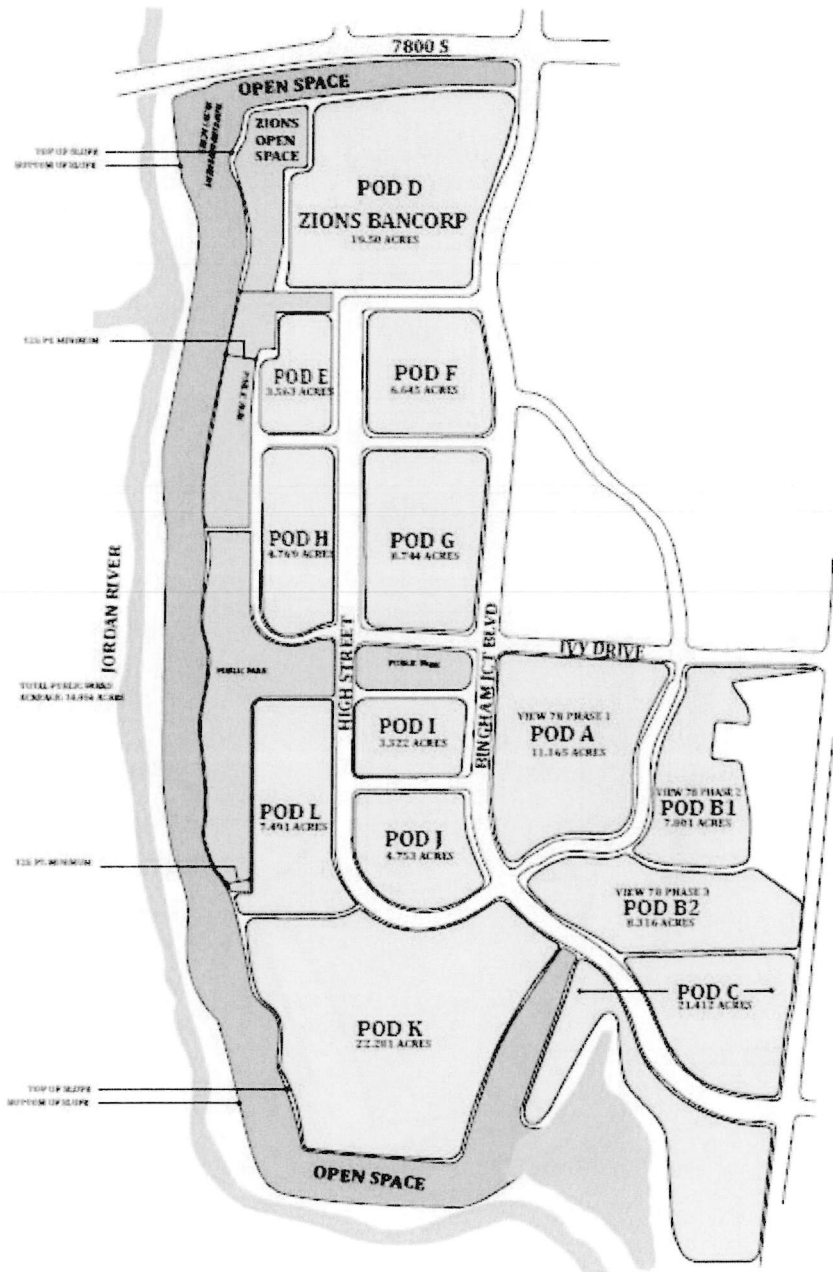


Exhibit "E"

Community Park Area

Community Park Area

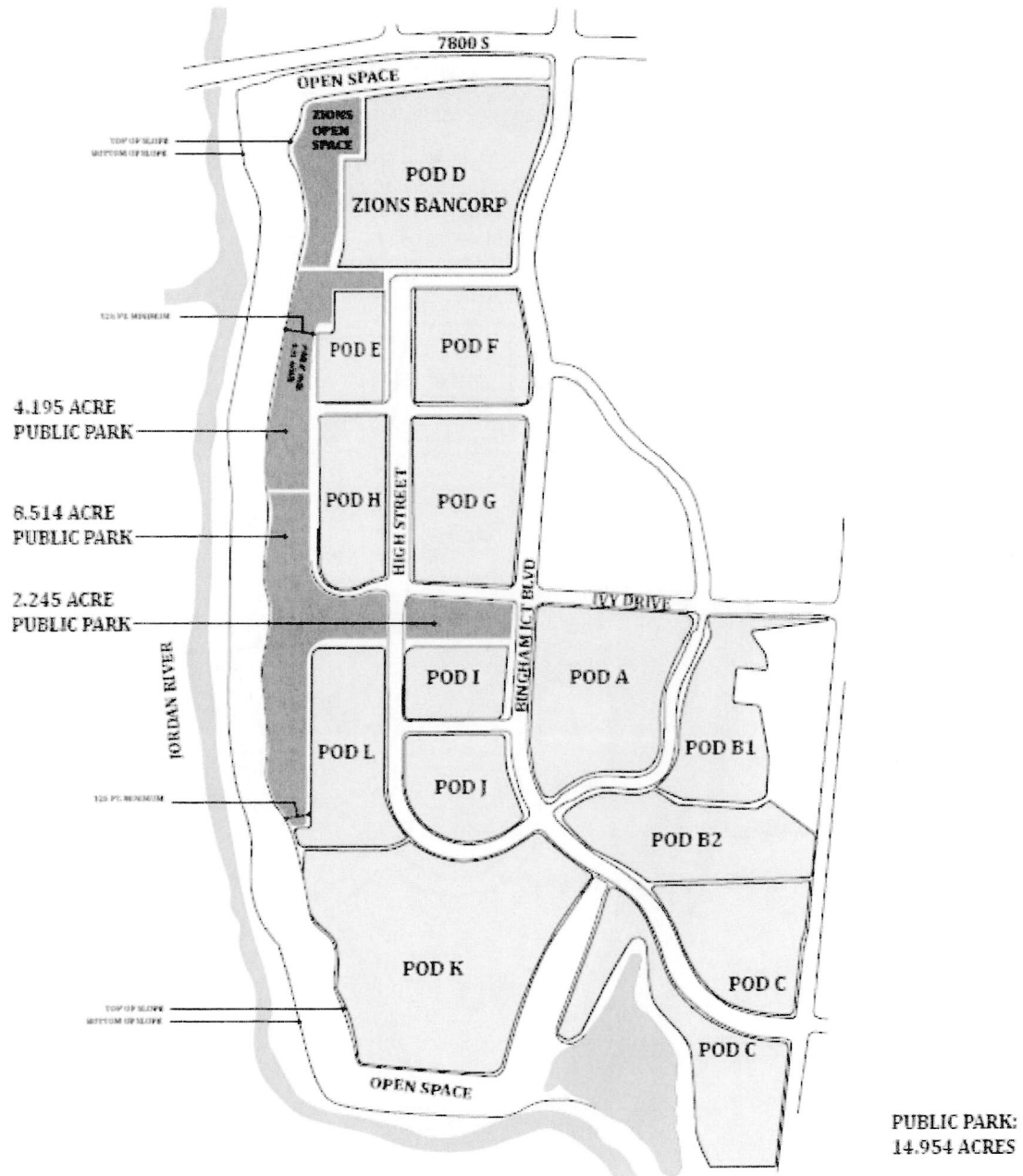
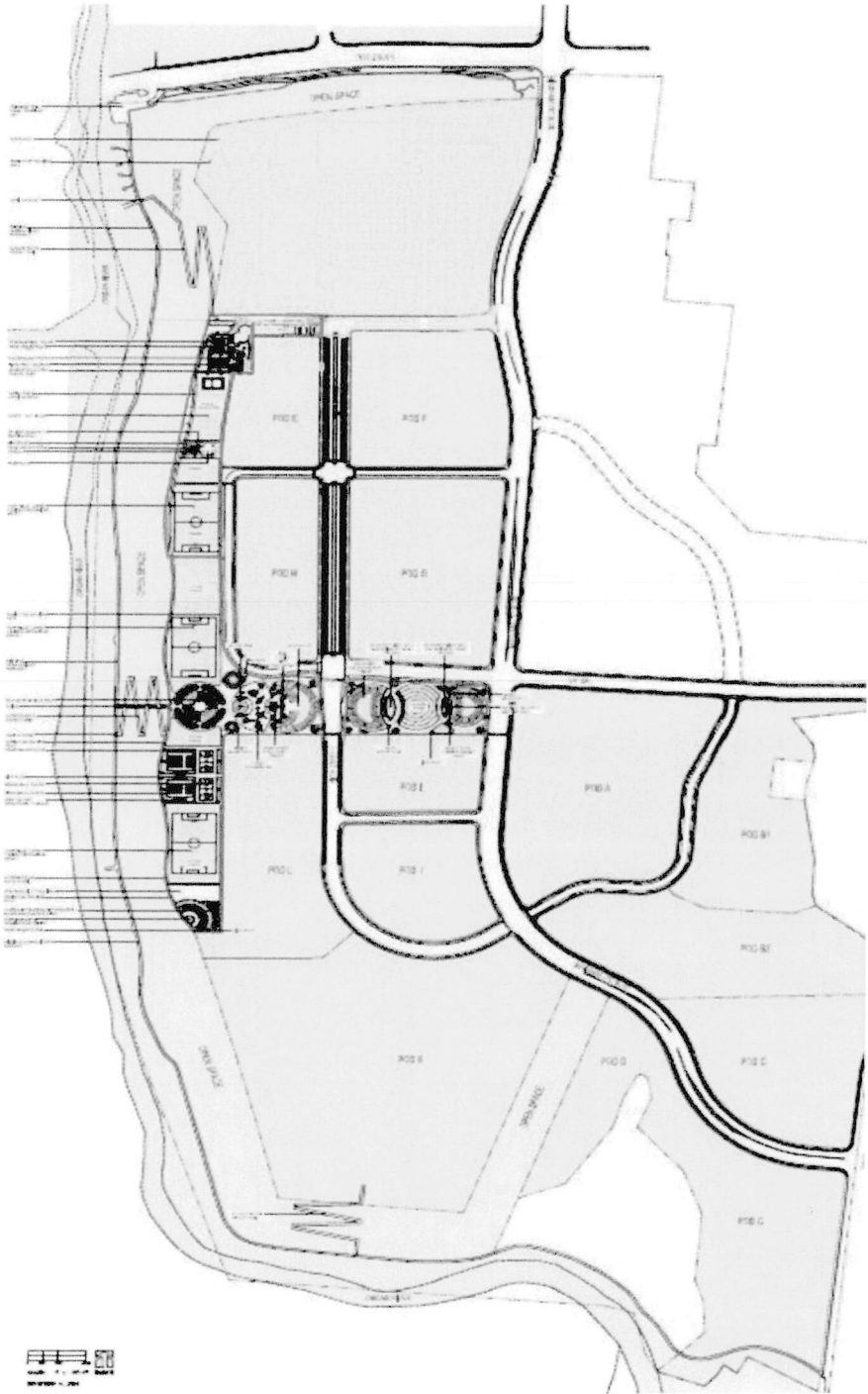


Exhibit "F"

Required Park Improvements



Jordan Bluffs Park, Midvale, UT 84047

PHASE IA - COMPLETED

Quantity	Unit	Description	Unit Price	Total Price
2,586	SF	Perimeter Walking Path - Asphalt	\$ -	\$ -
24,670	SF	Concrete Flatwork - No Bball or Pickleball Courts	\$ -	\$ -
1	Each	1/2 court Basketball Court	\$ -	\$ -
1	Each	Playground Equipment / Surfacing / 3 Shade Structure / 4 Benches	\$ -	\$ -
2	Each	Pickleball Court	\$ -	\$ -
3	Lump Sum	Shade Structures	\$ -	\$ -
3	Lump Sum	BBQ Station	\$ -	\$ -
5	Lump Sum	Bike Rack - 2 Bikes Each	\$ -	\$ -
9	Lump Sum	Fixed Tables	\$ -	\$ -
2	Lump Sum	Picnic Tables	\$ -	\$ -
2	Lump Sum	Trash Receptacles	\$ -	\$ -
10,175	SF	Seed Mix Area - Landscaping/Grading/Topsoil/ Irrigation	\$ -	\$ -
29,134	SF	Turf Area - Landscaping/Grading/Topsoil/ Irrigation	\$ -	\$ -
6,777	SF	Shrub Area - Shrubs/ Trees/Rock Mulch/Grading/Topsoil/ Irrigation	\$ -	\$ -
1	Each	Volleyball Court	\$ -	\$ -
1	Lump Sum	Electrical	\$ -	\$ -
1	Lump Sum	Fees, Soft Costs, Contingency	\$ -	\$ -

Total \$ 2,178,308.46

PHASE IB - FUTURE

Quantity	Unit	Description	Unit Price	Total Price
3,744	SF	Perimeter Walking Path - Asphalt	\$ -	\$ -
13,064	SF	Concrete Flatwork - No Bball or Pickleball Courts	\$ -	\$ -
4	Lump Sum	Bike Rack - 2 Bikes Each	\$ -	\$ -
4	Lump Sum	Fixed Tables	\$ -	\$ -
1	Lump Sum	Trash Receptacles	\$ -	\$ -
202	LF	Concrete Sitting Wall - 18" high - 1'-0" wide	\$ -	\$ -
1	Lump Sum	Restroom	\$ -	\$ -
964	SF	Seed Mix Area - Landscaping/Grading/Topsoil/ Irrigation	\$ -	\$ -
65,948	SF	Turf Area - Landscaping/Grading/Topsoil/ Irrigation	\$ -	\$ -
3,538	SF	Shrub Area - Shrubs/ Trees/Rock Mulch/Grading/Topsoil/ Irrigation	\$ -	\$ -
1	Lump Sum	Electrical	\$ -	\$ -
1	Lump Sum	Fees, Soft Costs, Contingency	\$ -	\$ -

Total \$ -

FUTURE PHASES - Phase ...

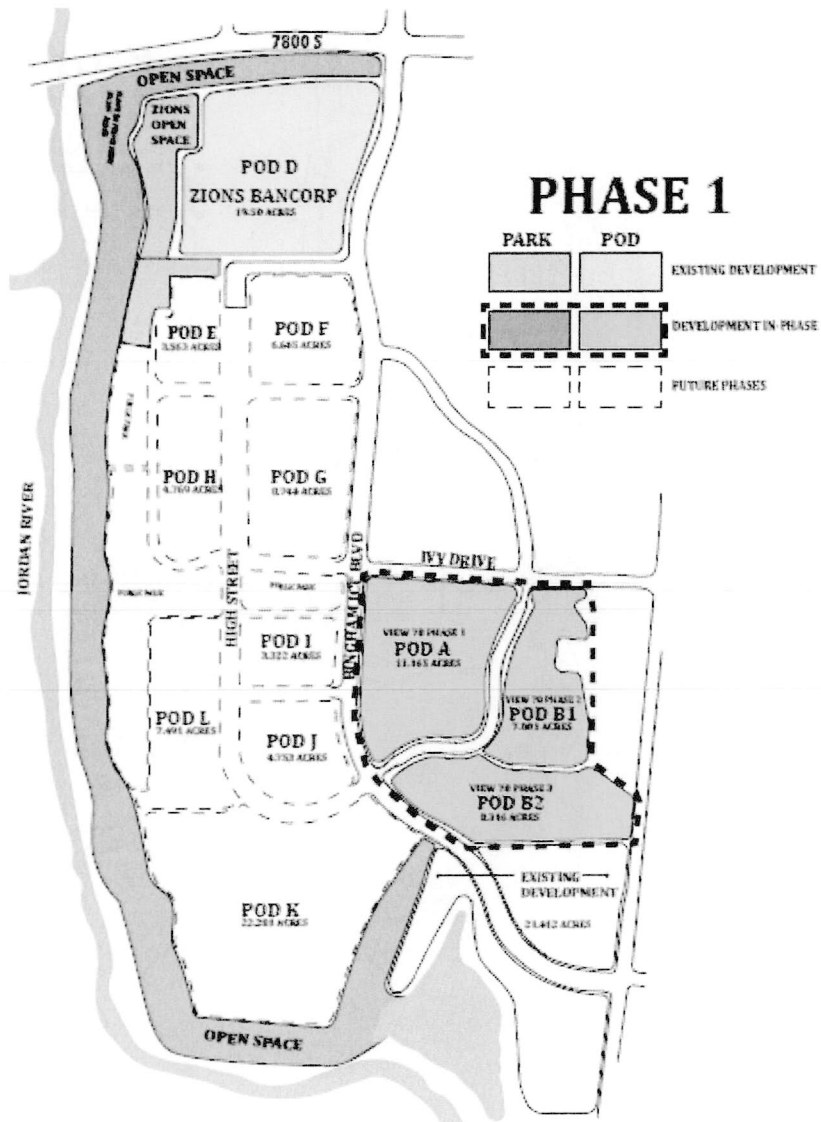
Quantity	Unit	Description	Unit Price	Total Price
13,859	SF	Perimeter Walking Path - Asphalt	\$ -	\$ -
96,005	SF	Concrete Flatwork - No Bball or Pickleball Courts	\$ -	\$ -
2	Each	Full court Basketball Court	\$ -	\$ -
1	Each	Playground Equipment / Surfacing	\$ -	\$ -
1	Each	Splash Pad	\$ -	\$ -
6	Each	Pickleball Court	\$ -	\$ -
1	Lump Sum	Large Shade Structure	\$ -	\$ -
4	Lump Sum	Small Shade Structure	\$ -	\$ -
2	Lump Sum	BBQ Grills	\$ -	\$ -
24	Lump Sum	Bike Rack - 2 Bikes Each	\$ -	\$ -
32	Lump Sum	Fixed Tables	\$ -	\$ -
3	Lump Sum	Picnic Tables	\$ -	\$ -
8	Lump Sum	Trash Receptacles	\$ -	\$ -
478	LF	Concrete Sitting Wall - 18" high - 1'-0" wide	\$ -	\$ -
267	LF	Countertop High Wall - 18" wide	\$ -	\$ -
1	Lump Sum	Restroom	\$ -	\$ -
0	SF	Seed Mix Area - Landscaping/Grading/Topsoil/ Irrigation	\$ -	\$ -
248,011	SF	Turf Area - Landscaping/Grading/Topsoil/ Irrigation	\$ -	\$ -
47,516	SF	Shrub Area - Shrubs/ Trees/Rock Mulch/Grading/Topsoil/ Irrigation	\$ -	\$ -
1	Each	Mounded Viewing Area - Stairs and Walkway	\$ -	\$ -
9,261	SF	Asphalt Access Trail - West	\$ -	\$ -
1	Lump Sum	Stairs / Handrail to Jordan River Parkway - West	\$ -	\$ -
10,663	SF	Asphalt Access Trail - South	\$ -	\$ -
1	Lump Sum	Amphitheater w/Electricity	\$ -	\$ -
10,877	SF	Dog Run with Fence	\$ -	\$ -
1	Lump Sum	Community Garden w/ Planter Boxes and Compost Bins	\$ -	\$ -
1	Lump Sum	Electrical	\$ -	\$ -
1	Lump Sum	Fees, Soft Costs, Contingency	\$ -	\$ 0.00

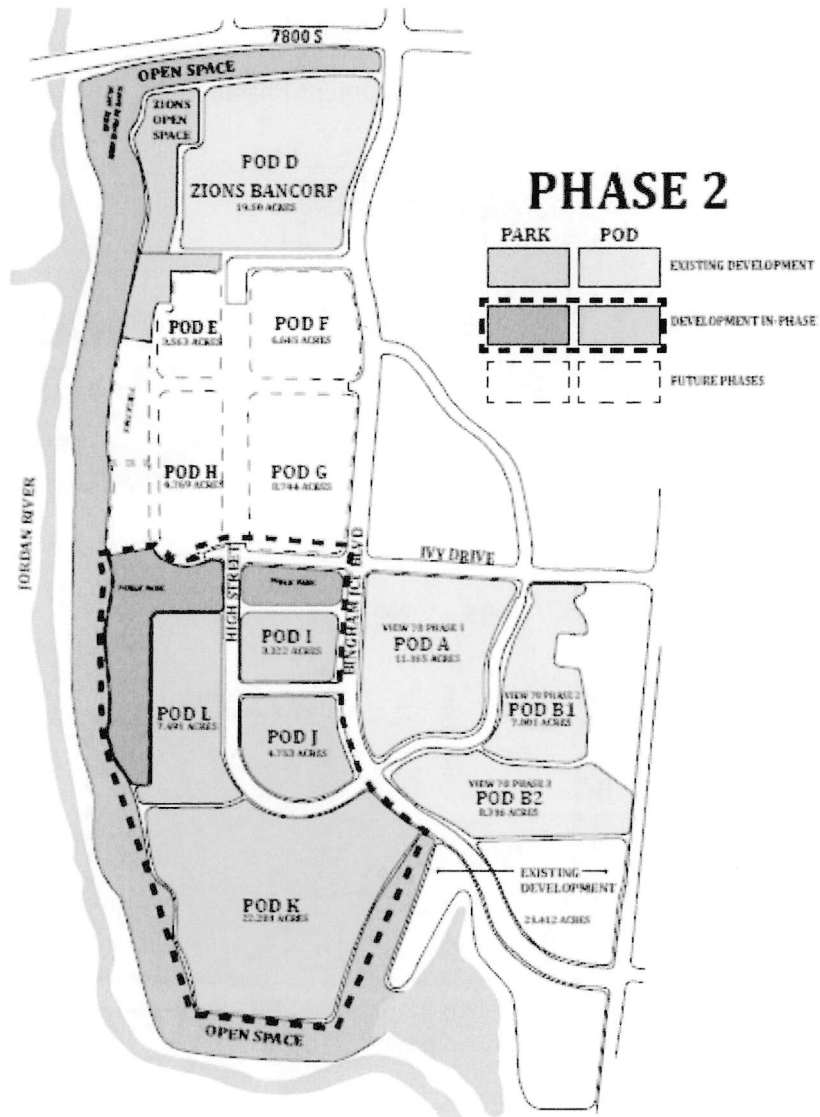
Total \$ 0.00

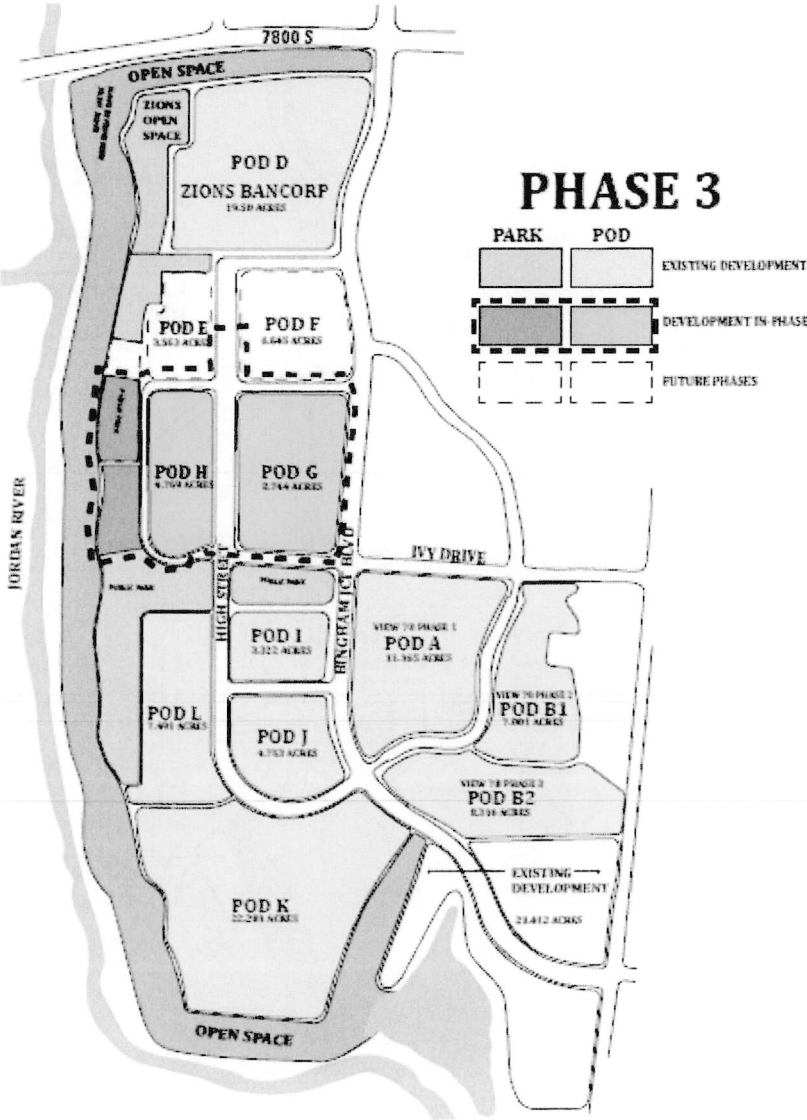
GENERAL PARK NEEDS

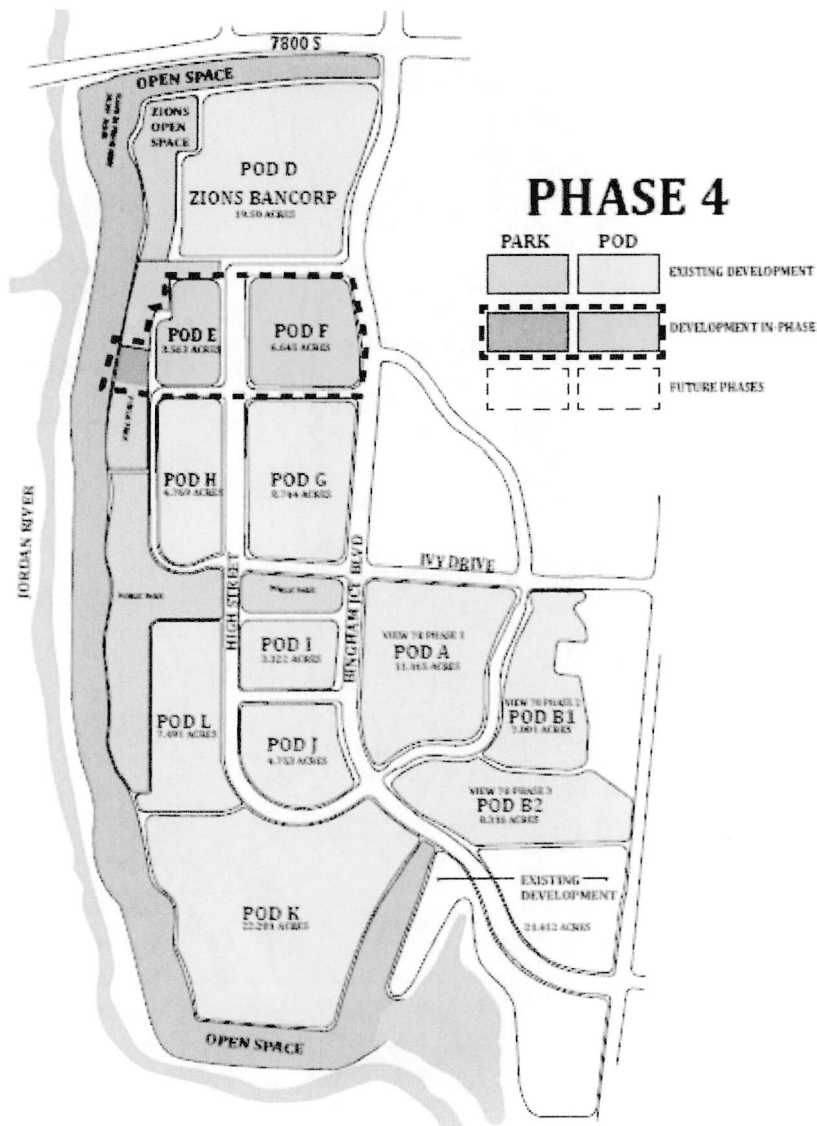
Quantity	Unit	Description	Unit Price	Total Price
		Architectural, Engineering, Fees, Soft Costs, Contingency		\$ 0.00
		Geotech & Testing		\$ -
Total			\$	0.00

Exhibit "G"
Development Phasing









MIDVALE CITY, UTAH
RESOLUTION No. 2025-R-34

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR JORDAN BLUFFS PROJECT**

WHEREAS, pursuant to Utah Code Annotated Section 10-9a-102(2), the City is authorized to “enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, and height and location of vegetation, trees, and landscaping, unless expressly prohibited by law”; and

WHEREAS, due to the unique circumstances involved in the development of the Sharon Steel Superfund Site, the City found it necessary and beneficial for the City to enter into an Amended and Restated Master Development Agreement with the Property Owner (“Agreement”) detailing improvements to be installed by all parties, time frames in which they must be completed, and limits to the cost of those improvements; and

WHEREAS, said Agreement was entered into on April 5, 2019 for the Jordan Bluffs Project between Midvale City Corporation and Gardner Jordan Bluffs, LC; recorded as Entry #12963264, Book 10767, Page 3334-3359 in the Salt Lake County Records Office; and

WHEREAS, on July 21, 2020, Midvale City Corporation and Gardner Jordan Bluffs, LC entered a “First Amendment to Amended and Restated Master Development Agreement for the Jordan Bluffs Project”; recorded as Entry #13416441, Book 11032, Page 6511-6521 in the Salt Lake County Records Office; and

WHEREAS, since the “First Amendment to Amended and Restated Master Development Agreement for the Jordan Bluffs Project” was recorded, changes in market conditions including those precipitated by the COVID-19 pandemic, construction costs, and high inflation; along with the Master Developer’s revised concept for the development of the property requires an amendment to the Development Agreement and Midvale Municipal Code 17-7-10.12; and

WHEREAS, both parties have negotiated such an amendment to the Agreement and, as of the date of this Resolution, agree to enter into said Second Amendment to Amended and Restated Master Development Agreement for Jordan Bluffs Project; and

WHEREAS, the City Council has thoroughly reviewed the second amendment to the Agreement and agrees that entering into an agreement memorializing the second amended will help to further the development of the overall Jordan Bluffs Master Plan without compromising the benefits received by the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH,
AS FOLLOWS:**

SECTION 1. The Midvale City Council has thoroughly reviewed the attached Second Amendment to Amended and Restated Master Development Agreement for Jordan Bluffs Project.

SECTION 2. The Midvale City Council, through its understanding of the development challenges associated with the development of the Jordan Bluffs property and its expectations for the long-term project outcomes believe it is in the best interest of the City to enter into such Development Agreement with the Property Owner.

SECTION 3. The Midvale City Council on this date does hereby approve and authorize the Mayor to sign the Second Amendment to Amended and Restated Master Development Agreement for Jordan Bluffs Project on behalf of the City.

PASSED AND APPROVED this 3rd day of June 2025.

By: _____

Dustin Gettel, Mayor



ATTEST:

Ron L. Andreason
Ron L. Andreason, MMC
City Recorder

Voting by the City Council:	Aye	Nay
Bonnie Billings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Denece Mikolash	<input checked="" type="checkbox"/>	<input type="checkbox"/>



CITY RECORDER'S CERTIFICATE

I, Charlie Cressall, Deputy City Recorder in and for the City of Midvale, State of Utah, do hereby certify that the enclosed Second Amendment to Amended and Restated Master Development Agreement for Jordan Bluffs Project is a true and correct copy of the original documents located at Midvale City Hall.

Dated this 22nd day of July 2025.



**Charlie Cressall, CMC
Deputy City Recorder**