


WHEN RECORDED, RETURN TO:

ATTN: PLANNING DIRECTOR
SALT LAKE CITY PLANNING
PO BOX 145480
SALT LAKE CITY UT 84114-5480

14431858 B: 11598 P: 5517 Total Pages: 7
09/04/2025 12:42 PM By: EMehanovic Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SALT LAKE CITY PLANNING DIVISION
451 S STATE STREET ROOM 406 PO BOX 145480 SALT LAKE CITY, UT 84114



Parcel No. 09-32-379-009-0000

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 **WILL & ALEX LLC**, a Utah limited liability company (“**Developer**”). City and Developer may be referred to herein collectively as “**Parties**.”

RECITALS

A. Developer is the owner of approximately 0.265 acres of land located at 128 North N St in Salt Lake City (the “**Property**”), which land is more particularly described on the attached Exhibit “A”.

B. Developer submitted a petition to amend the zoning map with respect to the Property to change the zoning from SR-1A Special Development Pattern Residential District to RMF-30 Low Density Multi-Family Residential District (Petition No. PLNPCM2024-01079).

C. The City is requiring that any dwelling unit constructed on the Property after July 1, 2025 shall contain a minimum of two bedrooms.

D. The Salt Lake City Planning Commission considered the petition at a public hearing on January 22, 2025, at which the commission voted in favor of forwarding a positive recommendation on the petition to the Salt Lake City Council, subject to the council considering entering into a development agreement to provide two-bedroom dwelling units on the Property.

E. The Salt Lake City Historic Landmarks Commission considered the petition at a public hearing on February 6, 2025 and also voted in favor of forwarding a positive recommendation on the petition to the Salt Lake City Council.

F. The Salt Lake City Council held a public hearing on the petition on July 1, 2025. At its July 1, 2025 meeting, the Salt Lake City Council voted to approve Ordinance 45 of 2025, which approved the petition, subject to Developer entering into a development agreement. This Agreement satisfies that condition of Ordinance 45 of 2025.

G. The City, acting pursuant to its authority under the Municipal Land Use, Development, and Management Act, Utah Code Chapter 10-9a, 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.

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. **Obligations of the Parties.**

a. Developer hereby agrees to provide a minimum of two bedrooms in any dwelling unit constructed on the Property after July 1, 2025. No dwelling unit constructed after July 1, 2025 will receive a certificate of occupancy until at least two bedrooms are constructed in such unit..

b. Developer shall record this Agreement against the Property by filing this Agreement with the Salt Lake County Recorder.

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.** Developer has been informed that it is customary to consult legal counsel in the preparation and negotiation of the terms of development agreements. Developer has either done so or chosen not to. The Parties acknowledge and agree that no rights under clearly established state law are impacted by this Agreement. Should litigation arise from any breach of this Agreement, the Parties agree that 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.

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. Developer shall record this Agreement against the Property with the Salt Lake County Recorder.

8. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police powers of the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such powers shall not materially and adversely affect Developer's rights set forth herein.

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 Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the Parties nor any rights or benefits to third parties.

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 Developer.

15. **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.

16. **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 2 day of September, 2025.

CITY:

ATTEST:

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

By: [Signature]

Salt Lake City Recorder

By: [Signature]

Mayor Erin Mendenhall

RECORDED

SEP 04 2025

16R

Approved as to form:

CITY RECORDER

Courtney Lords

Courtney Lords, Senior City Attorney

Date: 8/27/25

STATE OF UTAH

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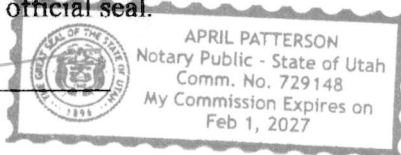
COUNTY OF SALT LAKE

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This instrument was acknowledged before me this 2 day of September, 2025, by Erin Mendenhall, Mayor of Salt Lake City Corporation, a political subdivision of the State of Utah.

WITNESS my hand and official seal.

[Signature]
Notary Public



DEVELOPER:

ALEX & WILL LLC,
a Utah limited liability company

By: *John Van Trigt*

Name: John Van Trigt

Its: Managing Member

STATE OF Hawaii §
COUNTY OF Hawaii §

This instrument was acknowledged before me on the 20th day of August, 2025, by John Van Trigt as the Managing Member of ALEX & WILL LLC a Utah limited liability company on behalf of the limited liability company.

WITNESS my hand and official seal.

Robert Haber 11-9-2026
Notary Public

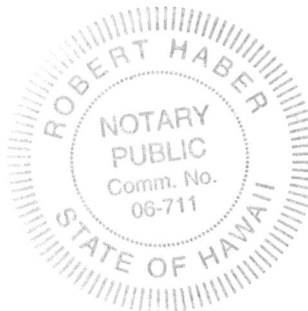
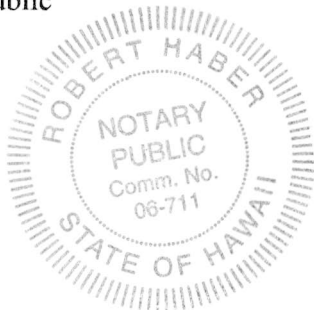


EXHIBIT "A"

Legal Description of the Property

Tax ID No. 09-32-379-009-0000

Parcel 1:

Commencing 12-1/2 feet North of the Southwest corner of Lot 3, Block 24, Plat G, Salt Lake City, Survey; and running thence North 70 feet; thence East 165 feet; thence South 70 feet; thence West 165 feet to the point of beginning.

Parcel 1A (Easement Estate):

Together with a Shared Access Easement as created by that certain Declaration recorded June 2, 2005 as Entry No. 9393224, Book 9139, Page 7344 of Official Records, more particularly described as follows:

Beginning at the Northwest corner of Lot 2, Block 24, Plat G, Salt Lake City Survey and running thence North 00°00'26" West along the Westerly line of said Block 24, 20.50 feet; thence North 89°52'50" East 128.50 feet; thence North 23.83 feet; thence East 36.59 feet to a point on the Westerly line of Lot 4 of said Block 24, thence South 00°00'17" West along said Westerly line 12.01 feet; thence West 18.59 feet; thence South 20.29 feet; thence West 4.58 feet; thence South 7.97 feet; thence West 25.01 feet; thence South 89°43'40" West 12.59 feet; thence South 1.21 feet; thence North 89°45'09" West 11.68 feet; thence South 00°03'58" East 2.64 feet; thence South 89°56'02" West 30.26 feet; thence South 85°19'18" West 3.68 feet to a point on the North line of said Lot 2; thence South 89°52'50" West along said North line 58.72 feet to the point of beginning.

Parcel 1B (Easement Estate):

Together with a Common Entrance Easement as created by that certain Amended and Restated Declaration recorded March 13, 2006 as Entry No. 9660652, Book 9265, Page 8769 of Official Records, more particularly described as follows:

Beginning at a point on the Westerly line of said Block 25, said point being South 00°00'26" West along said Westerly line 144.62 feet from the Northwest corner of said Block 24, and running thence North 89°52'50" East 126.64 feet; thence South 00°41'34" East 16.44 feet; thence West 9.92 feet; thence South 89°43'40" West 116.92 feet to said Westerly line; thence North 00°00'26" East along said Westerly line 16.73 feet to the point of beginning.