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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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PT 01-104-0008

**DEVELOPMENT AGREEMENT**

DEPT. OF RECORDS & COMMUNITY DEVELOPMENT  
CITY OF NORTH SALT LAKE

This Development Agreement is made by and between the City of North Salt Lake and the North Salt Lake Planning Commission and Storage City, L.C., a Utah Limited Liability Company, the terms and conditions of which are set forth below.

**RECITALS**

The City of North Salt Lake is a duly organized and recognized municipality with the State of Utah.

Storage City, L.C. is a duly organized and recognized limited liability company within the State of Utah.

Storage City, L.C. has proposed to construct a multiple use project on a 20.5 acre parcel within the city limits of the City of North Salt Lake.

The proposal has already been submitted to the North Salt Lake Planning Commission for consideration and compliance review with the relevant planning and zoning ordinances for this type of development.

**TERMS AND CONDITIONS OF DEVELOPMENT**

1. Carolyn White and Douglas White represent that he/she has full authority to bind Storage City, L.C., as well as all owners and parties having an interest in the White Property.

2. The proposed project is located entirely within the City of North Salt Lake's designated M-D Zone. See Title 12 of the Land Use Development Act for the City of North Salt Lake.

3. A map has been attached to this Agreement and made a part hereof by reference. The map identifies the respective phases of the property on an approximate basis. The respective parcels are more particularly described hereafter.

4. The project consists of a phase development to be constructed on the 20.5 acres of property. The development will include the following:

- a. Light commercial buildings on the front six (6) acres, identified as Commercial Section (designation of six (6) acres is approximate);
- b. Self storage units to be built in Storage Sections pursuant to Section 7.1.4

of the North Salt Lake City Land Use Development and Management Act.

- c. A Conditional Use Permit for this development will be granted. Phase 1 shall be commenced within one year and be completed within two (2) years, pursuant to North Salt Lake City's Land Use Development and Management Act, Section 7.14. Before construction of each subsequent phase of development, appropriate site plans shall be submitted to North Salt Lake City for approval. Upon such approval, phases shall also be commenced within one (1) year and completed within two (2) years, pursuant to North Salt Lake City's Land Use Development and Management Act, Section 7.14.

5. Storage City, L.C. agrees to perform the following as conditions to obtaining a conditional use permit for the 20.5 acres of property:

- a. Storage City, L.C. will grant the City of North Salt Lake a utility easement, at no cost, to place a public water line in; and
  - b. Storage City, L.C. will "loop" the water line as required by the North Salt Lake Engineer at the sole expense of Storage City, L.C; and
  - c. Storage City, L.C. agrees to bear and pay the expense of landscaping on Center Street at the time the Storage Section is developed, at its sole expense. Said landscaping must be pre-approved by the City in accordance with City standards. Storage City, L.C. agrees to cooperate with the City of North Salt Lake in establishing, without cost to the City, easements and rights-of-way necessary to facilitate the proposed "Trails" system in this landscaping.
  - d. Instead of installing the normally required sidewalk along Center Street Storage City, L.C. shall deposit in cash or bond with North Salt Lake City the amount it would normally spend to install the required sidewalk. This money will be used by North Salt Lake City to install the "Trail" instead of a sidewalk across the frontage landscaping along Center Street. The funds will be required at the time the site plan is granted and prior to any construction.
  - e. Storage City, L.C. agrees to bear and pay the expense of curb and gutter and street widening, if required, as well as other reasonable and necessary infrastructure improvements.
6. Storage City, L.C. recognizes and accepts North Salt Lake City's conditions and

requirements and limitations on the Commercial Section and the Storage Section as follows:

- a. It is agreed that the Commercial Section is specifically identified and set aside for commercial development. Storage units will never be constructed thereon. The Commercial Section is more particularly described as:

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Beginning at a point in the Northeast Quarter of Section 11, T.1N., R1W., SLBM; said point also being the point of intersection of the Southerly right of way line of Cudahy Lane and the Westerly no-access Line of said project #15-7; thence North 89°38'58" West 262.72 feet along said Southerly right of way line of Cudahy Lane to the intersection of said Easterly right of way line of said RR; which point is 50.0 feet distance Easterly, measured at right angles from said center line of the Westbound main track; thence along said Easterly right of way line of said RR, the following courses; South 14°35'52" West 750.0 feet; thence East 450 feet; thence North 720 feet to the point of beginning.

- b. It is agreed that the Storage Section is specifically identified and approved for self storage development on a gradual phase basis as demand requires. The Storage Section is more particularly described as:

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Beginning at a point in the Northeast Quarter of Section 11, T.1N., R1W., SLBM; said point also being the intersection of the Easterly right of way line of the Oregon Short Line RR Co. and the Northwesterly no-access line of Highway known as project #15-7, said point being 50.0 feet distant Easterly measured at right angles from the centerline of the Easterly or Westbound main track of said RR Company; said point also being North 89°50'23" West along the Quarter Section line 2122.59 feet to the Centerline of said Westbound main track and North 3°31'00" East along said centerline of said Westbound Main Track 278.69 feet and South 86°26'00" East 50.0 feet from the East Quarter corner of said Section.11; thence along said Northwesterly no-access line of Highway known as Project #15-7; the following courses: North 46°27'13" East 510.01 feet; North 18°57'39" East 510.81 feet; North 4°34'50" East 245.94 feet; North 0°05'49" East 556.11 feet; thence West 450.0 feet; thence Southwesterly 1650.0 feet to the point of beginning.

- c. The 16,000 square foot metal building within the Storage Section may be used for storage purposes and purposes set forth in the M-D zone unless the purpose requires sewer services. If sewer is required for that use then owner shall seek approval of Planning Commission. Should the building be converted to self storage the individual storage spaces shall not be less than 10' wide by 40' long.
- d. It is recognized that the front six (6) acres (approximately) identified as

Commercial Section is specifically identified and set aside for commercial development. Storage units will never be constructed thereon.

- e. Storage City, L.C. acknowledges that the water draining onto its property from a pipe under I-15 is not water or drainage from North Salt Lake City. North Salt Lake City has no responsibility for such drainage, retention or maintenance of any retention or drainage system. Storage City, L.C. will work with the Utah Department of Transportation to retain such water and maintain an appropriate retention system.

7. The City of North Salt Lake shall, upon execution of this Agreement, place the real property, previously described in 6(b) into the "overlay zone" for self storage, subject to the requirements of this Agreement and thereafter issue the appropriate conditional use permit.

8. It is agreed that Storage City, L.C. shall have on-site managers and install adequate security measures, including security cameras. These security measures shall be maintained throughout the term of the conditional use permit.

DATED this 6 day of July, 2006.

*Carolyn J. White*

CAROLYN J. WHITE  
Owner and Member

*Douglas F. White*

DOUGLAS F. WHITE  
Attorney at Law

DATED this 14<sup>th</sup> day of July, 2006.

*Kay Briggs*

CITY OF NORTH SALT LAKE  
By: Honorable Kay Briggs, Mayor

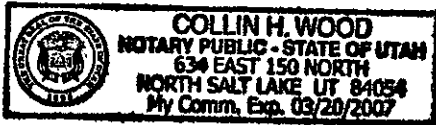
*LaRae Dillingham*

CITY OF NORTH SALT LAKE  
Attested: LaRae Dillingham, Recorder



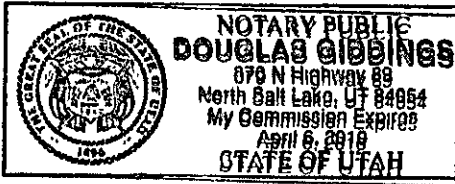
NOTARIES

14<sup>th</sup> Kay Briggs, Mayor of North Salt Lake City, personally appeared before me this day of July, 2006 and after being placed upon his oath he executed the above written document in my presence.



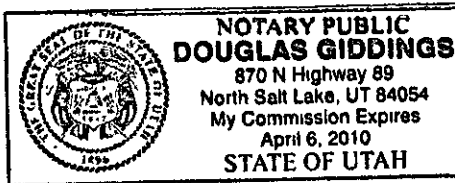
Collin H. Wood  
Notary  
Residing at: North Salt Lake

Carolyn J. White, owner and member, personally appeared before me this 6 day of July, 2006 and after being placed upon his oath she executed the above written document in my presence.



DG  
Notary  
Residing at: North Salt Lake, UT

Douglas F. White, Attorney for Storage City, L.C., personally appeared before me this 6 day of July, 2006 and after being placed upon his oath he executed the above written document in my presence.



DG  
Notary  
Residing at: North Salt Lake, UT

