

11-061-0036

CONSENT AND ACKNOWLEDGMENT
[Participation Agreement]

This CONSENT AND ACKNOWLEDGMENT ("**Consent**"), dated 15, 2023 (the "**Effective Date**"), is made by and between F.M. WINKEL FAMILY, LLC, a Utah limited liability company ("**Participant**") and the REDEVELOPMENT AGENCY OF LAYTON CITY, a political subdivision of the State of Utah (the "**RDA**").

RECITALS

A. Participant and RDA are parties to that certain Participation Agreement, dated April 2, 2018 (the "**Participation Agreement**"). The Participation Agreement sets forth a payment obligation by the RDA (the "**RDA Payment**") to Participant, which RDA Payment obligation has been completed by RDA, and also sets forth certain development obligations to be completed by Participant (the "**Obligations**") for the "**Site**" (as defined in the Participation Agreement), and otherwise referred to as Tax Parcel ID: #11-061-0036.

B. Winkel Rock, LLC, a Utah limited liability company ("**Developer**") contemplates developing the Site and other adjacent real property as a multifamily, retail, commercial, and hospitality development (the "**Mixed-Use Project**"). Developer is currently in the process of obtaining the necessary land use approvals and permits necessary for the first phase of the Mixed-Use Project (the "**Phase 1**").

C. Participant, by and through its member(s) and/or manager(s) or other affiliate(s), has a membership interest in Developer and is contributing, deeding, or otherwise conveying the Site to Developer, and other adjacent real property, for the completion of Phase 1 of the Mixed-Use Project.

D. In accordance with Section 1.7.1 and 1.7.2 of the Participation Agreement, RDA's prior written consent is required for deeding, selling, conveying, assigning, or otherwise alienating or leasing the Site.

E. RDA is entering into this Consent for the limited purpose of (i) consenting to the conveyance of the Site from Participant to Developer; and (ii) agreeing to the scope of the outstanding Obligations as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant and RDA agree as follows:

1. **Consent.** In accordance with Section 1.7.1 and 1.7.2 of the Participation Agreement, the RDA hereby provides its express consent to the contribution, deed, and/or conveyance of the Site by Participant to Developer.

2. **Outstanding Obligations.** The RDA and Participant hereby agree and acknowledge that the following table sets forth the Obligations under the Participation Agreement and the status for the same:

Section	Obligation	Status
2.4	Participant agrees to sign a Promissory Note (the Note) for the full amount of the Tax Increment paid to Participant.	Completed by Participant.
2.4.1	Participant agrees that the existing building(s) shall be demolished, and all debris removed from the Site.	Outstanding – this obligation will be completed by Developer in its development of Phase 1.
2.4.2	Participant agrees that development of the Main Street	Outstanding – this obligation will

	frontage of the Site shall be compliant with MU-TOD zoning regulations and include, at minimum, office/retail uses on the main floor level of the Main Street frontage.	be completed by Developer in its development of Phase 1.
2.4.3	Participant agrees to not erect, or cause to be erected, any billboards advertising off-site business on the entire development site.	Outstanding – this obligation will be completed by Developer in its development of Phase 1.
3.1; 3.3	Participant will at all times be responsible for all development of the Site pursuant to the "Plan" (as defined in the Participation Agreement). Participant agrees to improve and develop the Site according to the terms of the Participation Agreement.	Outstanding – this obligation will be completed by Developer in its development of Phase 1.
3.2	Participant shall be responsible for the preparation of all plans and securing all permits for the development of the Site.	Outstanding – this obligation will be completed by Developer in its development of Phase 1.

As set forth in the Participation Agreement, upon completion of the foregoing Obligations through construction of improvements depicted on the attached Exhibit A, the RDA shall issue a "Certificate of Completion" and thereafter terminate and release the promissory note contemplated under the Participation Agreement. The parties agree that upon issuance of the last certificate of occupancy on Phase 1, as depicted on Exhibit A, the RDA shall issue a Certificate of Completion and consider all of the Obligations discharged and terminated as they relate to the owner of the Site and Participant under the Participation Agreement.

3. **Miscellaneous.**

a. **Governing Law.** This Consent shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule.

b. **Successors and Assigns.** This Consent shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

c. **Counterparts.** This Consent may be executed in counterparts, each of which will be deemed an original, but which together constitute one and the same instrument. Delivery of executed signature pages by facsimile or email transmission shall be effective.

[Signatures and Acknowledgments Follow]

EXHIBIT B

Parcel 11-061-00036 Description:

BEGINNING ON THE NORTHEASTERLY LINE OF HIGHWAY NORTH 89° 25' WEST 1282.0 FEET ALONG SECTION LINE AND SOUTH 0°35' WEST 1103.99 FEET AT RIGHT ANGLES TO SAID SECTION LINE AND NORTH 25° 25' WEST 184.0 FEET ALONG SAID HIGHWAY FROM NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST; SALT LAKE BASE AND MERIDIAN; THENCE NORTH 25° 25' WEST 143.0 FEET ALONG SAID HIGHWAY; THENCE NORTH 76° 39' EAST 205.42 FEET; THENCE SOUTH 1 °47' EAST 173.91 FEET; THENCE SOUTH 88° 54' WEST 143.90 FEET TO BEGINNING.

0.7 acres