

RESOLUTION 2022-R-33

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION AND NAVIGATE CM & DEVELOPMENT FOR THE GATSBY TOWNHOME PROJECT LOCATED AT 160 E 7200 S

WHEREAS, pursuant to Utah Code Annotated Sections 10-9a-102 (2) of the Utah State Code, Midvale City (the "City") is authorized as follows: "To accomplish the purposes of this chapter, municipalities may 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, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with landowner's private property interests, height and location of vegetation, trees, and landscaping, unless expressly prohibited by law"; and

WHEREAS, the City adopted a Mixed Use zone ("Mixed Use Zone") to provide a zone that allows a mix of specific land uses that are typically found separately in "mutually exclusive" zoning districts; and

WHEREAS, the City adopted a 7200 South Overlay zone ("Overlay Zone") to supplement the Mixed Use Zone and to provide additional standards for the development of land parcels in approving or disapproving a proposed development; and

WHEREAS, the City Council has requested a development agreement between the property owner and the City to accompany an approved development plan to ensure the property owner complies with the development standards of the Mixed Use and Overlay Zone, conditional use permits and site plan approvals, and allows the property owner the right to develop in accordance with the approved plan for a specified period of time, not to exceed five (5) years; and

WHEREAS, the parties have negotiated such agreement, and, as of the date of this Resolution, agree to enter into said agreement; and

WHEREAS, the City Council has reviewed said Development Agreement and agrees that entering into such agreement will help further the goals of the Midvale City General Plan 2016 and compliance with the Overlay Zone land use regulations.

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

Section 1. The Midvale City Council has reviewed the attached Development Agreement between Midvale City Corporation and Navigate CM & Development ("Developer").


Section 2. The Midvale City Council, through its understanding of the goals of the Midvale City General Plan, the Mixed Use and 7200 S Overlay Zone land use regulations and the proposed Gatsby Townhome Project, believes it is in the best interest of the Developer and the City to enter into such Development Agreement.

Section 3. The Midvale City Council on this date does hereby authorize the Mayor to enter into the attached agreement on behalf of the City.

PASSED AND APPROVED this 21st day of June, 2022


Marcus Stevenson, Mayor

ATTEST:


Rori Andreason, MMC 
City Recorder Deputy Recorder

Voting by City Council

Quinn Sperry

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

"Aye"

"Nay"

X

X

X

X

X

Date of first publication: 6-24-22



**CONTRACT APPROVAL COVER SHEET**
 CONTRACT NO: 2022-66
 (RECORDER ONLY)

Contract Title: Gatsby Townhomes Project
Approval Signature Required:**Contract Analyst:**

DocuSigned by:

Susan Stengel**Date:** 9/12/2022

DocuSigned by:

City Attorney's Office:Lisa Garner**Date:** 9/12/2022

DocuSigned by:

Department Head:JN Rockwood**Date:** 9/14/2022

DocuSigned by:

City Manager:Matthew**Date:** 9/14/2022

DocuSigned by:

Requesting Department: CDCity Contact Name: Elizabeth ArnoldProject/Contract Name: Gatsby Townhomes Project

Budget Amount: _____

Bid Information:

Bid Type: _____

Bid Exception: _____

(i.e: Sole Source, Professional Services, etc.)

Bid/Exception Date: _____

Council Approval Date: 21 June 2022

Resolution No. _____

2022-R-33**Party/Vendor Information:**Name: Navigate CM and Development LLCContact: Chad Jones

Telephone: _____

Email: _____

Contract Purpose: _____

Begin Date: 9/6/2022Termination Date: 9/5/2029Renewal Option: Option to renew until all Certificates of Occupancy are obtained

Other Documents

Required: _____

Due Date: _____

OTHER SIGNIFICANT TERMS AND ANNUAL OBLIGATIONS (Insurance Certificate, Payments, etc.):**RECORDER ONLY**DATE RECEIVED: 9-15-2022DATE SCANNED TO ONBASE: 9-15-22 INDEX: Recorder/Agreements

CONTRACT APPROVAL COVER SHEET
Page 2

APPROVAL:

I certify that I have read and understand the terms of this draft agreement and have met all procurement requirements. I certify that I have appropriate authority to submit this draft agreement on behalf of my department. I further certify that the draft agreement is complete and includes all exhibits, attachments, and pages.

Signed: _____ Date: _____
Name: _____
Title: _____

RESOLUTION 2022-R-33

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CORPORATION AND NAVIGATE CM & DEVELOPMENT FOR THE
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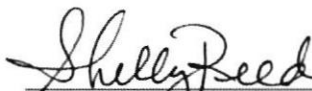
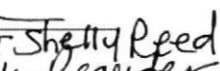
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ATTEST:


Rori Anderson, MMC 
City Recorder Deputy Recorder

Voting by City Council

Quinn Sperry

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

"Aye"

"Nay"

X

X

X

X

X

X

Date of first publication: 6-24-22



When recorded, return to:

Midvale City
7505 S. Holden Street
Midvale City, UT 84047
Attn: Midvale City Recorder

**DEVELOPMENT AGREEMENT
(THE GATSBY TOWNHOMES PROJECT)**
Midvale City, Utah

THIS DEVELOPMENT AGREEMENT (this "Development Agreement" or "Agreement") is entered into as of this 6 day of JANUARY, 2022 by and between Navigate CM & Development, a Utah limited liability company (collectively "Developer"), and Midvale City, a Utah municipal corporation ("Midvale City" or "City"). Developer and City are sometimes referred to herein individually, as a "Party," and collectively, as the "Parties."

A. Property. Developer is the owner of certain real property within Midvale City (as more particularly defined in **Exhibit A**, the "Property").

B. The Gatsby Townhome Project. Developer intends to construct on the Property a residential development project (as more particularly defined below, the "The Gatsby Townhome Project" or "Project").

C. Zoning. The Property is zoned, pursuant to the City's Zoning Ordinance, as Mixed-Use Zone with the 7200 South Overlay (hereinafter referred to as "MU Zone"). This zone, described in Chapter 17-7-5 of the Midvale City Municipal Code, and this overlay, described in Chapter 17-7-6 of the Midvale City Municipal Code, establish the procedural and substantive requirements for approval by the City for development on the Property.

D. State Authority. Pursuant to Section 10-9a-102 of the Utah Code, Midvale City is authorized to enter into development agreements as provided therein and desires to enter into this Development Agreement in order to obtain the benefits for the City provided herein.

NOW THEREFORE, in consideration of the above recitals, terms of this Development Agreement, and the mutual benefits to be derived herefrom, the Parties agree as follows:

**Article 1
The Gatsby Townhome Project**

1.1 Legal Description of Property. The Property that is the subject of this Agreement consists of approximately 0.83 acres of land located on 160 East and 7200 South and more particularly described on **Exhibit A**.

1.2 Description of Project. The Gatsby Townhome Project covered by this Development Agreement consists of an approximately 0.83 acre residential development of 18 dwelling units constructed as a combination of attached fourplex and duplex residential townhomes, private streets, common areas, and other improvements as shown on **Exhibit B**.

1.3 Development of the Project.

1.3.1 Site Plan Approval. The Site Plan provides specificity as to building, parking, and landscape configurations and other development details. Developer received a preliminary administrative conditional use approval from the City for the Site Plan on [date]. The Site Plan's final approval is contingent on the City Council's approval of a rezone of the Property to the MU Zone, the City Council's approval of this Agreement, and the results of a written public comment period in accordance with Midvale City Municipal Code 17-3-4. The Site Plan has been attached as **Exhibit B**. The Site Plan must comply with all land use regulations of the MU Zone and all other applicable City ordinances. Development approval for the Project must follow the applicable review processes set forth in the MU Zone and Chapters 17-5 and 17-6 of the Midvale City Municipal Code.

1.3.2 Public Improvements. Developer is responsible for financing and constructing all public improvements necessary to service the Project. Public improvements must be installed prior the issuance of any certificate of occupancy.

1.3.3 Completion of Common Area Recreation Amenities. Developer must improve the overall site as functional outdoor and/or indoor recreation amenity areas for residents of the development (together, the "Common Area Amenities"), which are depicted on **Exhibit B**.

1.3.3.1 Developer further agrees to complete the required Common Area Amenities in accordance with the approved Site Plan for the Project.

1.3.3.2 Common Area Amenities shall be in place or bonded for prior to issuance of the first certificate of occupancy for the Project. Only if seasonal conditions make installation of part or all of the Common Area Amenities unfeasible, Developer may defer installation of the affected Common Area Amenity by posting one or more Common Area Amenity bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the uninstalled Common Area Amenities including, but not limited to, materials, labor, and other improvements. If a bond is provided, all uninstalled Common Area Amenities must be installed within six months or by the following May 31st, whichever comes later.

Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).

1.3.4 Landscaping. Developer must provide at least 10% of the overall site as open space, which is depicted in **Exhibit B**.

1.3.4.1 Developer further agrees to complete the required landscape improvements in accordance with the approved Site Plan for the Project.

1.3.4.2 All common area landscaping for the Project must be in place or bonded for prior to issuance of the first certificate of occupancy for the Project. Landscaping associated with a specific lot must be installed or bonded for prior to issuance of a certificate of occupancy for that lot. Only if seasonal conditions make installation of part or all of the common area or a specific lot landscaping unfeasible, Developer may defer installation of the affected common area or specific lot landscaping by posting one or more landscape bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the uninstalled landscape improvements including, but not limited to, fencing, pedestrian hardscapes, plant materials, irrigation components, labor, and other landscape improvements. If a bond is provided, all uninstalled landscaping must be installed within six months or by the following May 31st, whichever comes later. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).

1.3.5 Thematic Elements. Developer agrees to implement a common theme and consistency with certain elements within the Project. These thematic elements have been established in the Site Plan.

1.3.6 Future Subdivision Required. Prior to selling any residential lot or dwelling unit in the Project, Developer shall further subdivide the Property into individual lots or units and common area. Subdivision plats shall be reviewed pursuant to Title 16 of the Midvale City Municipal Code.

1.3.7 Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Homeowners' Sub-Association. The Project shall have a common homeowners' association which, among other things, shall be responsible for the short- and long-term maintenance of private parking lots, common areas and facilities, common area landscaping, and other common area responsibilities. These maintenance obligations shall

be more particularly set forth in the association's CC&Rs for the Project and shall be recorded with the first subdivision plat. Subsequent phases and subdivisions plats for the Project shall be subject to these CC&Rs and the property owners shall become part of the existing homeowners' sub-association. Appropriate documentation shall be recorded with each subsequent subdivision plat to ensure all phases and subdivision plats are subject to the same CC&Rs and part of a common homeowners' association

1.3.8 Security for Off- and On-Site Public Improvements. Developer agrees to complete all required off-site and on-site public improvements related to the Project in accordance with the Site Plan. Developer must post one or more applicable infrastructure bonds consistent with the City's infrastructure bonding policies and Utah law. These bonds must provide the financial security for the public improvements including, but not limited to, water connections and main lines, curb and gutter, public sidewalk and street improvements, surface drainage, street trees, street lighting, and other public improvements. Applicable infrastructure bonds pertaining to public improvements must be in place prior to any construction of the Project or a subdivision plat for residential units being recorded for the Project.

1.3.9 Parking. The minimum required on-site parking must be provided for the use of the owner or tenant of a dwelling unit and their guests at no additional cost beyond the base sale or lease price of the dwelling unit.

1.3.10 Access. Occupants, guests, and visitors shall access the project from the access points on 7200 South and Ramanee Dr. as illustrated on **Exhibit B**. Access from Nicoletti Dr. is limited to fire access only and will not be open to occupants, guests, and visitors.

1.4 Vested Rights. The City acknowledges and agrees that Developer has a vested right to develop and construct the Gatsby Townhome Project described herein in accordance with the provisions of the Zoning Ordinance in effect on the date hereof and this Agreement; provided that Developer acknowledges and agrees that the construction and operation of the Gatsby Townhome Project is subject to all Applicable Laws as defined in Section 2.4.

1.5 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.4, Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot, as a matter of law, be limited by contract. The City further agrees that, notwithstanding the retained power of the City to enact legislation under its police powers, such legislation may only be applied to modify the vested rights of Developer under the terms of this Agreement if such legislation is based upon policies, facts, and circumstances that are sufficient to satisfy the compelling countervailing public interest exception to the vested rights doctrine of the State of Utah. The City further agrees that any such proposed legislative changes that may affect the vested rights of the Project must be of general application to all development activity within the City. The City further agrees that, unless in good faith the City declares an emergency, Developer is entitled to prior written notice and an opportunity to be heard with respect to any proposed legislative change that may modify vested

rights under this Agreement under the compelling, countervailing public interest exception to the vested rights doctrine.

Article 2

General Terms and Conditions

2.1 **Rights of Access.** For the purpose of ensuring compliance with this Development Agreement, upon reasonable advanced notice to Developer, representatives of the City have the right of access to the Property and all buildings and structures thereon without charges or fees, during the period of construction for the purposes of this Agreement. Such representatives must comply with all safety rules of Developer and its general contractor, including signing a standard construction area release. In addition, upon reasonable advanced notice to Developer, the City has the right to enter the Property or any buildings or improvements thereon at all reasonable times for the purpose of exercising the City's remedies, including cure rights contained in this Agreement and for the construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property.

2.2 **Construction Parking.** During construction, the Developer must inform its employees, contractors, and subcontractors that they are restricted from parking on public streets during the first 80% of the construction of the Project. In the event that its employees, contractors, or subcontractors park on a public street, the City may require the Developer to correct the issue within a reasonable amount of time. During the last 20% of the construction of the Project, the Developer's employees, contractors, and subcontractors may park on public streets in accordance with applicable law.

2.3 **Construction of Agreement.** This Development Agreement must be constructed and interpreted to ensure that the Developer complies with the requirements and conditions of the Applicable Laws.

2.4 **Applicable Laws.** Where this Development Agreement refers to laws of general applicability to the Gatsby Townhome Project, that language refers to ordinances which apply generally to other similarly situated, subdivided properties within Midvale City and any other applicable laws, rules or regulations, which apply to the ownership, development, and use of the Property, whether or not in existence on the date hereof, including without limitation any such ordinances, rules or regulations in existence on the date hereof that are subsequently amended or deleted (individually and collectively, the "Applicable Laws"). Except as otherwise provided in Section 1.5, the Applicable Laws adopted on or after the date hereof may not apply to the Gatsby Townhome Project if such laws would have a materially adverse effect on the Developer's vested rights described herein.

2.5 **Agreements to Run with the Land.** This Development Agreement must be recorded against the Property. The agreements contained herein run with the land and are binding on and inure to the benefit of all successors and assigns of the Developer in the ownership or development of any portion of the Gatsby Townhome Project or the Property.

2.6 **Release of Developer.** In the event of a transfer of the Property, Developer must obtain an assumption by the transferee of the obligations under this Development Agreement and,

in such an event, the transferee will be fully substituted as Developer under this Development Agreement. Following recording of such assumption of obligations, the Developer executing this Development Agreement is released from any further obligations with respect to this Development Agreement.

2.7 Duration; Duration; Survival of Developer's Obligations and Rights. The term of this Development Agreement shall commence on the date this Development Agreement is executed by both Parties and shall continue for a period of seven years unless either terminated as provided herein or by agreement by both Parties. In the event that this Agreement is set to terminate at the conclusion of the seven-year period and there are site plans that have been given final approval or there are other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval, this Development Agreement will automatically be extended with respect to the aforementioned site plans and improvements and will expire upon issuance of all Certificates of Occupancy for construction associated with such site plans and City acceptance of such improvements.

2.8 Notices. Any notice, confirmation or other communication hereunder must be given in writing by hand delivery (receipted), nationally recognized, overnight courier service, or United States mail to the following addresses or numbers:

Midvale City:

Midvale City Manager
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

Midvale City Community Development Director
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

Midvale City Attorney
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

Developer:

Navigate CM & Development LLC

LEGAL COUNSEL
ATTN:

Any Party hereto may change its address by notice given to the other Parties in the manner required for other notices above.

2.9 Savings Clause: Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, the remaining provisions of this Development Agreement, or the application of such provision to the persons or circumstances other than those to which it is held invalid, may not be affected thereby or considered invalid. If any part or provision of this Development Agreement is determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision may not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Development Agreement is deemed invalid due to its scope or breadth, such provision must be deemed valid to the extent of the scope or breadth permitted by law.

2.10 No Third-Party Rights. This Development Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the development of the Property under this Development Agreement is a private development, (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on the Property, and (c) Developer has full power over and exclusive control of the Property subject to the obligations of Developer under this Development Agreement and all Applicable Laws.

2.11 Integration. Except as otherwise specified and agreed in writing, this Development Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature, and may only be modified by a subsequent writing duly executed by the Parties hereto. By this reference, the foregoing recitals and the attached exhibits are incorporated in and made a part of this Development Agreement.

2.12 Further Assurances. The Parties to this Development Agreement agree to reasonably cooperate with each other in effectuating the terms and conditions of this Development Agreement and, further, agree to execute such further agreements, conveyances, and other instruments as may be required to carry out the intent and purpose of this Development Agreement.

2.13 Waiver: Time of Essence. No failure or delay in exercising any right, power, or privilege hereunder on the part of any Party may operate as a waiver hereof. No waiver may be binding unless executed in writing by the Party making the waiver. Time is of the essence of this Development Agreement.

2.14 Obligations and Rights of Mortgage Lenders. Developer may finance the Property and may execute one or more mortgages, deeds of trust, or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, may not be obligated under this Development Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but is otherwise bound

by all of the terms and conditions of this Development Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, takes the Property, or such portion thereof, subject to all requirements and obligations of this Development Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement may be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Development Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder is subject to all of the terms and conditions of this Development Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein may be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to the Applicable Laws.

2.15 Disputes. In the event that a dispute arises in the interpretation or administration of this Development Agreement, the disputing Party will provide written notice to the other Party of the dispute with reasonable specificity. The Parties agree to negotiate a resolution in good faith. If the negotiation does not resolve a default under this Development Agreement, then prior to taking any action to terminate this Development Agreement every continuing dispute, difference, and disagreement must be referred to a single mediator agreed upon by the Parties. If no single mediator can be agreed upon, a mediator or mediators must be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The Parties must mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference, or disagreement. Such mediation is non-binding. Notwithstanding the foregoing, the Parties agree that the City retains the right to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Development Agreement or of any Applicable Law.

2.16 Institution of Legal Action; Restriction on Remedies. In the event that the mediation does not resolve a dispute, either Party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement or to enjoin any threatened or attempted violation of this Development Agreement, or to terminate this Development Agreement; provided, however, the Parties agree that in no event may either Party seek or be entitled to punitive money damages for any breach, default or violation of this Development Agreement. Legal actions must be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

2.17 Counterparts. This Development Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together constitute one and the same instrument.

2.18 Costs and Expenses; Attorneys' Fees. Except as otherwise specifically provided herein, each Party must bear its own costs and expenses (including legal and consulting fees) in connection with this Development Agreement and the negotiation of all agreements and

preparation of documents contemplated by this Development Agreement. In the event of a breach or dispute arising under this Development Agreement, the non-breaching Party or the Party prevailing in such dispute may be entitled to recover from the breaching or non-prevailing Party its costs, including, without limitation, court costs, reasonable attorneys' fees, expert witness fees, fax, copy, telephone, and other incidental charges.

2.19 Temporary Land Use Regulations. The Project is excluded from any moratorium or other temporary land use regulations adopted pursuant to Utah Code Ann. § 10-9a-504, unless such a temporary land use regulation is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

IN WITNESS WHEREOF, this Development Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by a duly authorized representative of Developer as of the above stated date.

[signature pages follow]

CITY:

MIDVALE CITY CORPORATION

By: Marcus Stevenson 9/15/2022
C946B48D8B064ED
Marcus Stevenson, Mayor

ATTEST:

DocuSigned by:
Rori L. Andreason 9/15/2022
8E4B4C6D7EB947F
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

DocuSigned by:
Lisa A. Garner 9/12/2022
9375645E6BE84C5
Lisa A. Garner
City Attorney



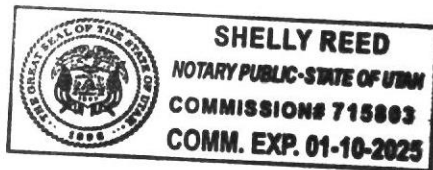
STATE OF UTAH)
COUNTY OF SALT LAKE) : ss

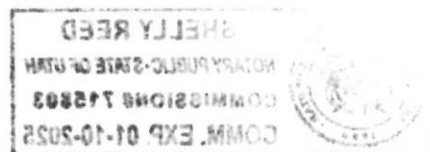
On the 15 day of September, 2022, personally appeared before me Marcus Stevenson, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

Shelly Reed
Notary Public
Residing at: SL County

My Commission Expires:

1-10-2025





DEVELOPER:

Navigate CM & Development LLC
a Utah limited liability company

By: [Signature]
Its: PRESIDENT

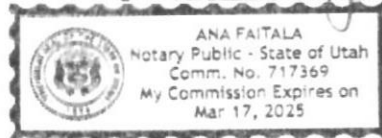
STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 6th day of Sept, 2022, personally appeared before me Chad Jones, who being by me duly sworn did say he/she is the President of Navigate CM & Development LLC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such corporation.

[Signature]
Notary Public
Residing at: West Jordan

My Commission Expires:

3/17/2025



NOTARY SIGNATURE AND SEAL

EXHIBIT A

Legal Description of the Property

That certain real property located in Salt Lake County, Utah, as more particularly described as follows:

Beginning 84 rods north and 1443.85 feet east from the west quarter corner of section 30, township 2 south, range 1 east, Salt Lake base and meridian, running thence west 100 feet; thence south 285.22 feet; thence east 174 feet, thence north 50 feet; thence west 64 feet; thence north 135.22 feet to the point of beginning. Less and except therefrom all that portion conveyed to Salt Lake County by that certain warranty deed, recorded October 16, 1997 as entry No. 6764762 in book 7782 at page 2504 of official records, more particularly described as follows: said parcel of land situated in the northwest quarter of section 30, township 2 south, range 1 east, Salt Lake base and meridian, described as follows: beginning at a point which is 84 rods (by deed but 1386.00 feet by measurement) north and 1442.85 feet east from the southwest corner of the northwest quarter of section 30, township 2 south, range 1 east, Salt Lake based and meridian, and running thence north 18.98 feet to the point of beginning. Also less and except therefrom all that portion lying south of the north line of 7250 South street AKA Nicoletti Drive located within that certain official plat of Ramanee subdivision No. 2, recorded July 22, 1970 as entry no. 234270 in book HH of plats at page 94 of official records.

EXHIBIT B

Site Plan

[attachment follows]