

**RESOLUTION 2022-R-46**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION AND ROSE MORRIS FOR THE MAAD CONDOMINIUM PROJECT LOCATED AT 7488 S CASA BLANCA DR**

**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 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 Multifamily Residential-Medium to High Density Zone (RM-25), administrative 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 seven (7) 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 RM-25 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 Rose Morris ("Developer").

**Section 2.** The Midvale City Council, through its understanding of the goals of the Midvale City General Plan, the RM-25 Zone land use regulations and the proposed Maad


Condominium 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 18<sup>th</sup> day of October, 2022.

  
\_\_\_\_\_  
Marcus Stevenson, Mayor

ATTEST:

  
\_\_\_\_\_  
Rori Andreason, MMC  
City Recorder

| Voting by City Council | “Aye”                               | “Nay” |
|------------------------|-------------------------------------|-------|
| Quinn Sperry           | <input checked="" type="checkbox"/> | _____ |
| Paul Glover            | <input checked="" type="checkbox"/> | _____ |
| Heidi Robinson         | <input checked="" type="checkbox"/> | _____ |
| Bryant Brown           | <input checked="" type="checkbox"/> | _____ |
| Dustin Gettel          | <input checked="" type="checkbox"/> | _____ |







**CONTRACT APPROVAL COVER SHEET**

CONTRACT NO: 2022-75  
(RECORDER ONLY)

**Contract Title:** MAAD Development Agreement

**Approval Signature Required:** DocuSigned by:

**Contract Analyst:** Susan Stengel DOC23A41D234492 **Date:** 11/8/2022

**City Attorney's Office:** Lisa Garner 9375643E68E54C3 **Date:** 11/14/2022

**Department Head:** JN Rockwood 45A299098C2C43C **Date:** 11/8/2022

**City Manager:** Matt Dahl 56A782A8963C424 **Date:** 11/9/2022

**Requesting Department:** Community Development

**City Contact Name:** Adam Olsen

**Project/Contract Name:** MAAD Development Agreement

**Budget Amount:** \_\_\_\_\_

**Bid Information:**

**Bid Type:** N/A

**Bid Exception:** \_\_\_\_\_  
(i.e. Sole Source, Professional Services, etc.)

**Bid/Exception Date:** \_\_\_\_\_

**Council Approval Date:** \_\_\_\_\_ **Resolution No.** \_\_\_\_\_

**Party/Vendor Information:**

**Name:** Rose Morris, Developer

**Contact:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Contract Purpose:** \_\_\_\_\_

**Begin Date:** \_\_\_\_\_

**Termination Date:** \_\_\_\_\_

**Renewal Option:** \_\_\_\_\_

**Other Documents Required:** \_\_\_\_\_ **Due Date:** \_\_\_\_\_

**OTHER SIGNIFICANT TERMS AND ANNUAL OBLIGATIONS (Insurance Certificate, Payments, etc.):**

This is a Development Agreement between Midvale City and Rose Morris for the MAAD Condominium Project located at 7488 South Casa Blanca Drive.

RECORDER ONLY

DATE RECEIVED: 11-22-2022

DATE SCANNED TO ONBASE: 11-22-22 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: \_\_\_\_\_

When recorded, return to:

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

**DEVELOPMENT AGREEMENT  
(MAAD CONDOMINIUM PROJECT)  
Midvale City, Utah**

THIS DEVELOPMENT AGREEMENT (this “Development Agreement” or “Agreement”) is entered into as of this 8th day of November, 2022, by and between Rose Morris, (“Developer”), and Midvale City Corporation, 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. Maad Condominium Project. Developer intends to construct on the Property a multifamily residential development project (as more particularly defined below, the “Maad Condominium Project” or “Project”).

C. Zoning. The Property is zoned, pursuant to the City’s Zoning Ordinance, as Multifamily Residential – Medium to High Density Zone (hereinafter referred to as “RM-25 Zone”). This zone, described in Chapter 17-7-4 of the Midvale City Municipal Code (“the Code”), establishes 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 Project**

1.1 Legal Description of Property. The Property that is the subject of this Agreement consists of approximately 0.66 acres of land located at 7488 South Casa Blanca Dr. and more particularly described on **Exhibit A**.

1.2 Description of Project. The Maad Condominium Project covered by this Development Agreement consists of an approximately 0.66-acre multifamily residential development, with 8 dwelling units located in a single building, common areas, and other improvements. Vehicle and pedestrian access will be provided from 900 East, with garbage also serviced from 900 East as shown on **Exhibit B**.

1.3 Development of the Project.

1.3.1 Site Plan and Administrative Conditional Use Permit Approval. The Site Plan provides specificity as to building, parking, and landscape configurations and other development details (the "Site Plan"). Developer received a preliminary administrative conditional use approval from the City for the Site Plan on September 22, 2022. The Site Plan's final approval is contingent on the City Council's approval of a rezone of the Property to the RM-25 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 RM-25 Zone and other applicable City ordinances. Development approval for the Project must follow the applicable review processes set forth in the RM-25 Zone and Chapters 17-3 and 17-7-4 of the 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 in conjunction with the corresponding phase of development.

1.3.3 Completion of Common Area Recreation Amenities. Developer must improve functional outdoor recreation amenity areas for residents of the development as depicted on **Exhibit B** (the "Common Area Amenities").

1.3.3.1 Developer agrees to complete the required Common Area Amenity improvements in accordance with the approved Site Plan for the project.

1.3.3.2 All Common 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 installed Common Area Amenities including, but not limited, materials, labor, and other improvements. If a bond is provided, all uninstalled Common Area Amenities must be installed by the following May 31<sup>st</sup>. 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 40% of the overall site as active, improved open space. Developer must landscape at least 20% of the interior of the Project. These are 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 landscaping 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 landscaping unfeasible, Developer may defer installation of the affected 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 installed landscaping including, but not limited, materials, labor, and other improvements. If a bond is provided, all uninstalled landscaping must be installed by the following May 31<sup>st</sup>. 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 unit in the Project, Developer shall further subdivide the property into individual condominium units and common area. The condominium plat shall be reviewed pursuant to Title 16 of the 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 subdivision plat described in Section 1.3.6.

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 condominium 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 Wall. Developer agrees to construct a wall along the south property line of the Project. The wall must be consistent with the existing wall at the south property line of the Royal Ridge Apartments.

1.4 Vested Rights. The City acknowledges and agrees that Developer has a vested right to develop and construct the Maad Condominium 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 Maad Condominium 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 Maad Condominium 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 Maad Condominium 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 Maad Condominium 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; Survival of Developer's Obligations and Rights. The term of this Development Agreement will commence on the date this Development Agreement is executed by the Parties and will continue for a period of seven years unless the Development Agreement is either terminated as provided herein or by agreement by both Parties, or the Development Agreement is extended by written agreement of both Parties or as described in the following sentence. In the event that this Agreement is set to terminate at the conclusion of the seven-year period and the Site Plan has 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 Plan and improvements and will expire upon issuance of all Certificates of Occupancy for construction associated with such Site Plan 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:

Rose Morris  
7318 Racquet Club Dr.  
Cottonwood Heights, UT 84121

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 11/14/2022  
C048948D689264ED  
Marcus Stevenson, Mayor

ATTEST:  
DocuSigned by:  
Rori Anderson 11/14/2022  
BE484C607EB947F  
Rori L. Anderson, MMC  
City Recorder



APPROVED AS TO FORM:  
DocuSigned by:  
Lisa Garner 11/14/2022  
937A645F8BE8AC6  
Lisa A. Garner  
City Attorney

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On the \_\_\_ day of \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

DEVELOPER:

Rose Morris

By: Rose Morris (Signature)  
Its: owner

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE )

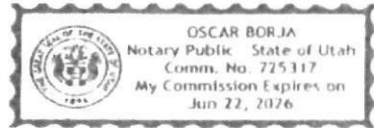
On the 4<sup>th</sup> day of NOVEMBER, 2022, personally appeared before me Oscar Borja, who being by me duly sworn did say he/she is the owner of the property located at 7488 S Casa Blanca Dr., Midvale Utah.

(Signature)

Notary Public  
Residing at: SALT LAKE

My Commission Expires:

JUN 22, 2026



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:

PARCEL 1:

BEGINNING 2175.03 FEET NORTH AND 1330.51 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE NORTH 72.45 FEET; THENCE SOUTH 43°40'40" WEST 100.27 FEET; THENCE NORTH 89°56'30" EAST 69.24 FEET TO BEGINNING.

TAX SERIAL NO. 22-29-303-001

PARCEL 2:

COMMENCING 2003.38 FEET NORTH AND 1330.51 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 89°56'30" WEST 233.71 FEET; THENCE NORTH 43°48'14" EAST 235.08 FEET THENCE NORTH 89°56'30" EAST 69.24 FEET; THENCE SOUTH 171.65 FEET TO BEGINNING.

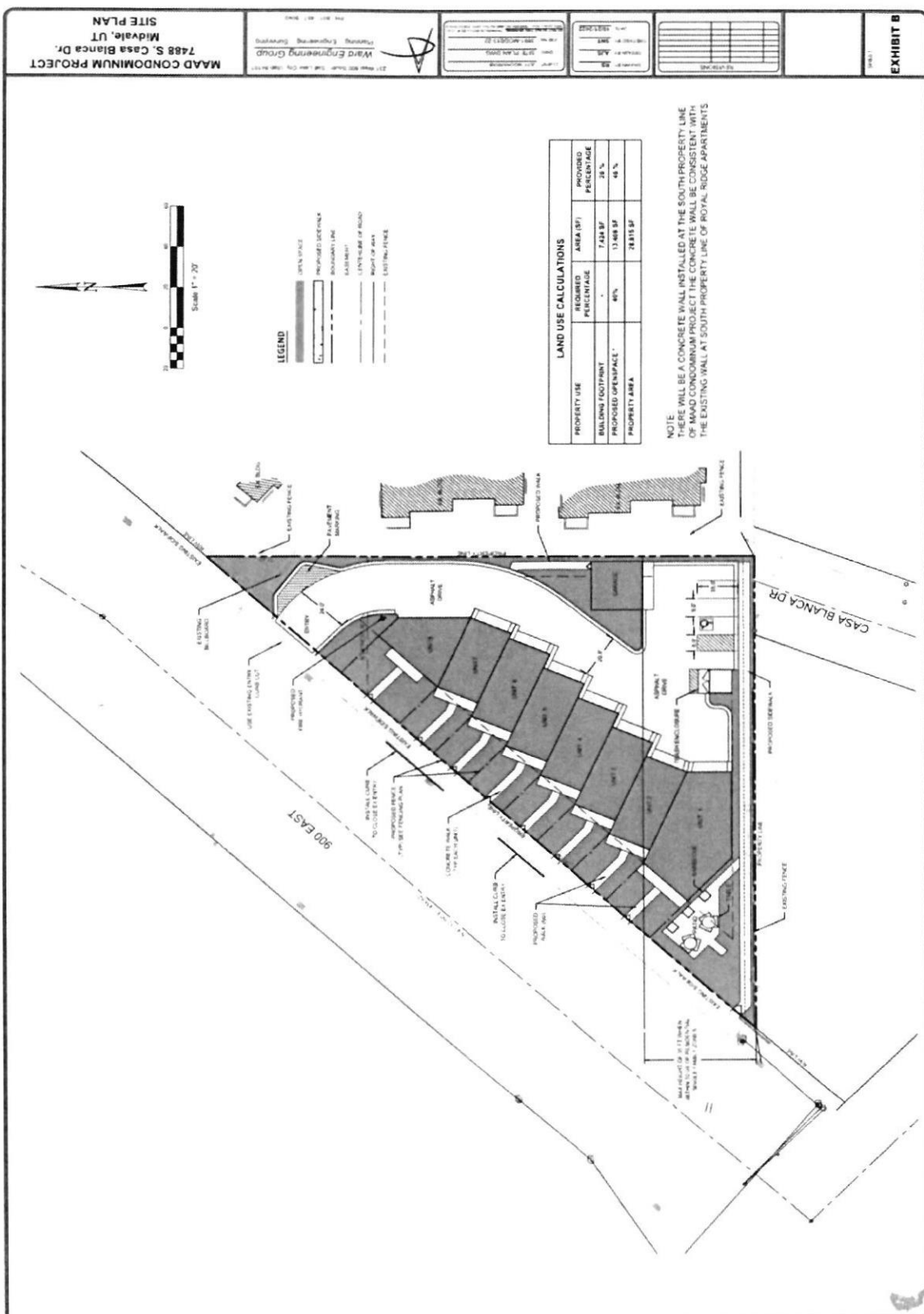
TAX SERIAL NO. 22-29-303-002



**EXHIBIT B**

Site Plan

*[attachment follows]*



MAAD CONDOMINIUM PROJECT, 7488 S. CASA BLANCA DR., MIDVALE, UT