

WHEN RECORDED, RETURN TO:

Salt Lake City Corporation
Attn: Planning Director
451 S. State Street, Suite 406
Salt Lake City, Utah 84111

Tax Parce Nos. 08-09-476-028-0000;
08-10-300-012-0000; 08-09-476-026-0000

DEVELOPMENT AND USE AGREEMENT

THIS DEVELOPMENT AND USE 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 _____ (“**Developer**”). City and Developer may be referred to herein collectively as “**Parties**.”

RECITALS

A. Developer is the owner of approximately 12.174 acres of land located at 2722 North 2200 West Street and 2828 North 2200 West Street in Salt Lake City (the “**Property**”), which land is more particularly described on the attached Exhibit “A”. The Property is comprised of three (3) tax parcels, Parcels 08-09-476-026-0000 and 08-09-476-028-0000 (“**Westerly Parcels**”) and Parcel 08-10-300-012-0000 (“**Easterly Parcel**”).

B. Developer submitted petitions to amend the zoning map with respect to the Property to change the zoning from AG-2 Agricultural District to M-1 Light Manufacturing District (Petition Nos. PLNPCM2022-00699, PLNPCM2022-00700, and PLNPCM2022-00701).

C. The Salt Lake City Planning Commission made a positive recommendation to the Salt Lake City Council on Developers’ petitions at its December 13, 2023 meeting.

D. On Month XX, XXX the city council voted to approve Developer’s petitions subject to Developer entering into a development agreement requiring Developer to design its development project to be compliant with the design standards established in the Northpoint Small Area Plan.

E. City, acting pursuant to its authority under the Municipal Land Use, Development, and Management Act, Utah Code §§ 10-9a-101, *et seq.*, 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.

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 that the Property shall be bound to provide an environment for light industrial uses that produce no appreciable impact on adjacent properties, that desire a clean attractive industrial setting, and that protects nearby sensitive lands and waterways. To that end, the Property shall not be used for “Package Delivery Facility” as defined in Title 21A of the Salt Lake City Code as a principal use. The Property may seek approval for all other permitted or conditional uses in the underlying zoning district and conduct accessory uses thereto in accordance with such approval(s). Further, structures on the Westerly Parcels shall be limited to a 33% building coverage ratio and no structure on the Property shall exceed 40 feet in height as measured from finished floor elevation to the top of the building (the height exception of 5’ for parapet would apply if needed per 21A.36.020.C).

b. The Property shall be subject to a 75-foot setback from the Reclamation Canal.

c. The Property shall be subject to a 65-foot setback from existing residential dwellings.

d. Developer hereby agrees to install landscaping in accordance with the requirements set forth in Chapter 21A.48 of the Salt Lake City Code as well as the Northwest Quadrant Overlay District landscaping requirements set forth in Subsection 21A.34.140.B.2 thereof. All lots abutting a residential use shall provide a 15’ planted vegetative buffer within the required interior side or rear landscape yard (except for the emergency only access drive as shown on Exhibit B). At a minimum, such vegetative buffer shall include a mix of evergreen and deciduous trees, with at least one tree planted every 30 feet as shown in red on Exhibit B. The property lines directly abutting the residential use, as shown in green on Exhibit B, shall provide 1 tree for every 15 linear feet and 1 shrub every 3 feet, with a mature height of no less than 4’, shall be required along the length of the landscape buffer. All landscaping on the Property shall consist of native and drought-tolerant plants found in the “Salt Lake City Northwest Quadrant Plant List”. Grass turf is prohibited.

- e. To mitigate the contrast of the built and natural environment, Developer agrees to utilize the following building materials on principal structures on the Property: brick, natural stone, wood, tinted/textured concrete. Exterior plastic vinyl siding or any reflective or shiny polished materials shall not be used. Light reflective roofing material with a minimum solar reflective index (SRI) of 82 shall be used for all roofs.
- f. Developer hereby agrees to install and maintain lighting fixtures on the Property that are International DarkSky Association-approved fixtures and are compliant with Northwest Quadrant Overlay District requirements.
- g. Developer shall utilize detention or retention ponds that meet requirements established by the Salt Lake City Department of Public Utilities.
- h. Mirrored or highly reflective glass shall not be installed on structures on the Property to support bird-friendly design in accordance with Subsection 21A.34.140.C.1.a of the Salt Lake City Code.
- i. Structures on the Property that face 2200 West Street shall not exceed a maximum continuous building frontage of 250 feet .
- j. Developer hereby agrees that decorative fencing features installed on the Property that could be hazardous to wildlife shall be prohibited including: (a) pointed or narrow extensions as the top of fences, (b) wires that may entangle animals , and (c) hollow fence posts that are open at the top when birds or other small animals may become entrapped in open cavity. The fencing material may not be more than 49% opaque.
- k. Developer hereby agrees that excavation methods shall be consistent with Salt Lake City requirements.
- l. Developer hereby agrees that access to loading docks and truck turnaround areas on the Property shall be provided to the side or rear of buildings and shall not be in any required buffer areas.
- m. Developer will work in good faith with future occupants to encourage and support occupants that engage in sustainable processes and produce minimal emissions.
- n. Developer will include a food truck pad in the side or rear yard of the Westerly Parcels.
- o. A condition of any future building permit for the Property shall limit construction activity to between 7:00 AM and 6:00 PM Monday through Friday and 9:00 AM and 5:00 PM on Saturday.

p. Developer will provide the public a phone number and email address for a contact person for neighbors to reach out to if there are any construction related concerns/comments.

q. Prior to receiving a certificate of occupancy for any principal building constructed on the Property Developer will provide infrastructure to accommodate a minimum of 5% EV Capable parking. Developer will install the electrical panel capacity with a dedicated circuit and a continuous raceway from the panel to the future EV parking spots (“EV Capable”).

r. Prior to receiving a certificate of occupancy for any principal building constructed on the Property Developer will design and construct a building that is solar ready. Developer will design the roof load capacity, pre-install capped conduit that is sized to accommodate system capacity to the main electrical room, and install a PV main service upstream of the distribution breaker.

s. Prior to applying for a building permit for any development on the Property Developer shall submit a FAA Form 7460 to the Federal Aviation Administration.

t. Prior to development of the Property Developer shall apply for a preliminary subdivision plat and comply with all applicable subdivision standards. No building permit for a development pursuant to this Agreement shall be issued by the City until a final plat is recorded. The landscaping buffers in Exhibit “B” shall be subject to modification to comply with all lot and easement boundaries established through the platting process.

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

v. City agrees to publish Ordinance__ of 2024 within 21 days of Developer providing proof that this Agreement has been recorded 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.** This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and 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. Terms that are undefined in this Agreement shall be interpreted using the definitions provided in Chapter 21A.62 of the Salt Lake City Code, or its successor.

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. **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.

9. **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.

10. **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

11. **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.

12. **No Third-Party Beneficiaries.** This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

13. **Force Majeure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected (“Force Majeure”), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

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. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit "A" (legal descriptions of the Property); Exhibit "B" (landscaping and development site plan).

15. **Term and Termination.** This Agreement includes covenants, conditions, and restrictions regarding the development and use of Developer's Property, which shall run with the land in perpetuity. The covenants, conditions, and restrictions may only be modified or terminated with the express authorization of the Salt Lake City Council.

16. **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.

17. **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 ____ day of _____, 2024.

CITY:

ATTEST AND COUNTERSIGN:

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

By: _____

Salt Lake City Recorder

By: _____

Mayor Erin Mendenhall

STATE OF UTAH

COUNTY OF SALT LAKE

On the this ____ day of _____, 2024, personally appeared before me Erin Mendenhall, who being by me duly sworn did say for herself, that she is the Mayor of SALT LAKE CITY CORPORATION, a Utah municipal corporation that executed the foregoing instrument, and the said Mayor duly acknowledged to me that said corporation executed the same.

Notary Public

Approved as to form:

City Attorney's Office

Date: _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

DEVELOPER:

By: _____

Its: _____

By: _____

Its: _____

STATE OF UTAH)
 : ss.
County of _____)

On the _____, personally appeared before me, _____,
who being by me duly sworn, did say that he executed the foregoing instrument as the
_____ of _____, a _____, and said
person acknowledged to me that said _____ executed the same.

NOTARY PUBLIC, residing in
_____ County, Utah

EXHIBIT “A”

Legal description of Developer’s Property located at 2722 N 2200 West and 2828 N 2200 West:

Tax ID No. 08-09-476-028-0000

PARCEL 1:

Beginning at the center of a 4 rod street at the extension of an existing fence line being 930.97 feet North from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence along said fence line South 89°17'15" East 231.37 feet to a found rebar and cap marking a Boundary Line Agreement in Book 8538 at Page 5539, in the Salt Lake County Recorder's office; thence along said Boundary Line Agreement the following two (2) courses, (1) thence South 89°52'05" East 528.95 feet; (2) thence South 89°44'09" East 437.26 feet, more or less, to an existing fence corner marking the West line of the Salt Lake City No. 2 Ditch; thence along said fence line South 46°26'25" East 156.46 feet; thence South 45°13'18" East 488.92 feet to an existing fence corner marking the Boundary Line Agreement in Book 9169 at Page 3763, in the Salt Lake County Recorder's office; thence along said Boundary Line Agreement North 89°47'55" West 428.68 feet; thence along an existing fence line North 89°24'13" West 118.06 feet; thence continuing along said existing fence South 89°53'29" West 228.26 feet, more or less, to an irrigation ditch; thence North along said ditch 280.40 feet, more or less, to the extension of an existing fence line; thence along said fence line South 89°53'23" West 550.00 feet; thence North 141.20 feet, more or less, to the extension of an existing fence line; thence along said fence line North 89°49'45" West 333.00 feet, more or less, to the center of a 4 rod street; thence North along the center of said street 34.48 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the Westerly portion of subject property lying within the bounds of 2200 West Street.

PARCEL 1A:

A non-exclusive easement for ingress and egress by vehicular and pedestrian traffic as more particularly defined by that certain

Grant of Access Easement and Agreement recorded December 17, 2013 as Entry No. 11777223 in Book 10199 at Page 9395 of official records.

Tax ID No. 08-10-300-012-0000

PARCEL 2:

Beginning at a point South 89°59'57" West 90.60 feet along the section line and North 473.796 feet and East 432.125 feet and North 45°34'00" West 643.198 feet and South 89°51'55" East 114.548 feet to the true point of beginning from the Northeast corner of Section 16, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence South 89°51'55" East 516.654 feet along an old fence and boundary agreement line; thence along the Westerly right of way of the proposed I-215 Project Number SP-0067(1)0 for the following three courses; South

20°02'53" West 326.750 feet; South 17°35'05" West 61.470 feet; South 24°11'59" East 23.016 feet; thence North 45°34'00" West 553.875 feet along the Northeasterly line of the Salt Lake City Drainage Canal to the point of beginning.

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PARCEL 3:

Beginning 416.46 feet North and 333 feet East and 22.36 feet North from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence East 550 feet; thence North 257.64 feet; thence West 550 feet; thence South 257.64 feet to the point of beginning.

ALSO:

Beginning 556.46 feet North from the Southwest corner of Southeast quarter of the Southeast quarter of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence South 117.64 feet; thence East 333 feet; thence North 117.64 feet; thence West 333 feet to beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of 2200 West Street.