



THE REDEVELOPMENT AGENCY
OF MURRAY CITY

PUBLIC NOTICE IS HEREBY GIVEN that the Board of Directors of the Redevelopment Agency of Murray City, Utah will hold a special meeting beginning at 5:00 p.m., Tuesday, April 1st, 2025, in the Murray City Council Chambers at 10 East 4800 South, Murray, UT.

Members of the public may view the meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>.

All citizen comments are limited to 3 minutes or less and email comments will be entered into the meeting record.

RDA MEETING AGENDA
5:00 p.m., Tuesday, April 1st, 2025

- 1. Approval of Minutes:** February 18th, 2025
- 2. Citizen Comments:** (see above for instructions)
- 3. Action Item:** Consider a resolution authorizing the Redevelopment Agency of Murray City (RDA) to enter into a Development Agreement with Murray City (City) and Rockworth Companies for the redevelopment of property owned by the RDA and City beginning at the southwest corner of 4800 South and State Street and including a substantial portion of the property referred to as block one, located in Murray City, Salt Lake County, Utah. Chad Wilkinson presenting.

Special accommodations for the hearing or visually impaired will be made upon a request to the office of the Murray City Recorder (801-264-2660). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

On March 21st, 2025 a copy of the Notice of Meeting was posted in accordance with Section 52-4-202(3).



REDEVOPMENT AGENCY (RDA) OF MURRAY CITY

MEETING MINUTES

February 18, 2025

5:30 P.M. MST

Murray City Council Chambers, 10 East 4800 South, Murray, Utah

CALL MEETING TO ORDER

MEMBERS PRESENT

RDA Board Members

Diane Turner, Chair
Paul Pickett, Vice Chair
Pam Cotter
Adam Hock
Scott Goodman

Others in Attendance

Mayor Brett Hales, Mayor's Office
Doug Hill, Mayor's Office
Jennifer Kennedy, Council Executive Director
G.L. Critchfield, City Attorney
Brooke Smith, City Recorder
Chad Wilkinson, CED Director
Brenda Moore, Finance & Admin. Director
Pattie Johnson, Council Admin Assistant
Elvon Farrell, CED Department
David Rodgers, CED Department
Joey Mittelman, Fire Department
Serra Nemelka, Rockworth Company
Tom Henriod, Rockworth Company
Members of the public, per sign-in sheet

Excused:

Chair Turner called the meeting to order at 5:30 p.m.

APPROVAL OF MINUTES

Vice Chair Pickett made a motion to approve minutes for January 7th, 2025 and January 21st, 2025 .
Board Member Cotter seconded. Roll call vote:

Y Diane Turner
Y Paul Pickett
Y Pam Cotter

Y Scott Goodman

Y Adam Hock

Motion passes: 5-0

CITIZEN COMMENTS

No comments were made for this meeting.

ACTION ITEM(S)

Consider a resolution amending the RDA Bylaws updating the location of the RDA offices
(Chad Wilkinson Presenting)

Chad Wilkinson presented a resolution to change the address for the Redevelopment Agency from the old city hall to the new location, at 10 East 4800 South. Mr. Wilkinson recommended that the board adopt this change.

Board Member Cotter asked if the bylaws are reviewed each year. Mr. Wilkinson said it's good to look at them once a year.

Board Member Cotter made a motion to approve the resolution, amending the Redevelopment Agency (RDA) bylaws, updating the location of the RDA offices. Seconded by Board Member Hock. Roll call vote:

Y Diane Turner

Y Paul Pickett

Y Pam Cotter

Y Scott Goodman

Y Adam Hock

Motion passes: 5-0

DISCUSSION ITEM(S)

Presentation: Rockworth Companies and Staff presenting a proposed development of the properties known as "Block One" from 4800 South to 5th Avenue and Hanauer Street to State Street. Rockworth and RDA Staff presenting

Chad Wilkinson introduced Serra Nemelka and Tom Henriod from Rockworth Company. He provided a brief background regarding Rockworth's involvement in the Block One project. He said that Rockworth has taken feedback from the City Council and staff into consideration during the development of their design.

Serra Nemelka said they were chosen for this project based on their work in the City of Holladay's historic downtown. She showed current pictures of the Block One site, as well as a proposed site plan and renderings they've developed. She discussed the potential for mixed-use office and retail along Main Street. She also showed renderings of an apartment complex on the site and discussed the layout.

Mr. Wilkinson provided some context regarding Rockworth's plan. He pointed out key features that were noteworthy, such as elevations and facades containing historical elements. He outlined the process that occurred with Rockworth leading up to the current plan. He discussed the potential of designating one of these properties as surplus as well as the steps for that to occur. Mr. Wilkinson said they are currently working with Rockworth on the development agreement. That will be presented to the RDA board followed by the final design and implementation of the plan.

Ms. Nemelka from Rockworth spoke about the project. She addressed some of public comments received regarding the development. She said the city has placed a lot of focus on the green space and walkability of the development. Ms. Nemelka talked about parking, including the proposed structure.

Board Member Cotter asked how features of the parking structure will work, especially for employees. She wanted to ensure that there's ample parking and access for employees. Mr. Wilkinson said those options are yet to be decided but can include keypad access for staff. He noted that ADA parking stalls will be available in accessible locations.

Vice Chair Pickett expressed his appreciation for keeping the Murray Mercantile façade. He said that residents will appreciate it as well.

Board Member Cotter asked Ms. Nemelka to explain the inclusion of the apartment complex and how the bottom level will transition to businesses.

Ms. Nemelka said they aren't planning on adaptive reuse of the bottom level but are open to it. She said they would like to have done condo development but it's not financially feasible and there are some development hurdles that are challenging at this time. She's hopeful that the apartment development in Block One will create vitality for the project. She pointed out that they are being modest with the apartment development in terms of height profile.

Mr. Wilkinson said that he appreciated the collaborative efforts with Rockworth on this project, as well as their thoughtful design. He also said that he appreciates the tools available to the RDA to facilitate this project. He believes that combination will meet the vision and goals and objectives for the downtown area.

Chair Turner expressed her appreciation for this project and said that it's been a long time coming for downtown Murray. She did express her concerns about there being enough parking for employees and visitors but feels that the planning staff and the developer will work together to find a solution.

Board Member Goodman asked Chief Mittelman what his concerns are for the underground parking structure, as it is Murray's first one.

Mr. Mittelman said that he hasn't seen the plans yet but would want to make sure that there's a sprinkler system, as well as a standpipe system for them to connect to. He also wants to ensure that EV (electric vehicle) parking is located at ground level. He said there are fire hazards associated with it being located below ground level. He did suggest providing shaded parking for electric vehicles.

ANNOUNCEMENTS AND QUESTIONS

The next scheduled meeting will be held on March 18, 2025 in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

ADJOURNMENT

Chair Turner adjourned the meeting at 5:57 p.m. MST.

A recording of this meeting is available for viewing at <http://www.murray.utah.gov> or in the Community and Economic Development office located at 10 East 4800 South, Suite 260.

The public was able to view the meeting via the live stream at <http://www.murraycitylive.com> or <https://www.facebook.com/Murraycityutah/>. Anyone who wanted to make a comment on an agenda item was able to submit comments via email at planningcommission@murray.utah.gov.

Chad Wilkinson, Director of Community & Economic Development

RESOLUTION 25-__

RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF MURRAY CITY (RDA) TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MURRAY CITY (CITY) AND ROCKWORTH COMPANIES FOR THE REDEVELOPMENT OF PROPERTY OWNED BY THE RDA AND CITY BEGINNING AT THE SOUTHWEST CORNER OF 4800 SOUTH AND STATE STREET AND INCLUDING A SUBSTANTIAL PORTION OF THE PROPERTY REFERRED TO AS BLOCK ONE, LOCATED IN MURRAY CITY, SALT LAKE COUNTY, UTAH.

WHEREAS, the RDA is a community development and renewal agency or redevelopment agency created either under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Utah Code Ann. §§ 17C-1-101 et seq., (the “Act”) or under previous law; and

WHEREAS, RDA is the owner of property located beginning at the southwest corner of the intersection of 4800 West and State Street in Murray and more particularly depicted and described on **Exhibit D-2** of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, Rockworth Companies (“Developer”) is a company that represents that it has over 20 years of development history specializing in developing multifamily, retail, and commercial space, including the well-respected office and retail mixed use developments known as Holladay Village Square and Holladay Marketplace located in Holladay, Utah; and

WHEREAS, representatives of the RDA and City met with Developer to discuss conceptually, the development of the Block One property; and

WHEREAS, On August 13, 2024, the Agency approved Resolution R24-50 authorizing an exclusive right to negotiate for the acquisition and development of the Agency Property. Developer was chosen because it presented the Agency with a viable plan for redevelopment that fits well with the City’s vision for redevelopment of the downtown area; and

WHEREAS, the preliminary work completed by the parties, as contemplated by Resolution R24-50, has shown that development of the Block One Property meets the shared vision and goals of the RDA, the City and the Developer, and is financially viable; and

WHEREAS, the RDA Board has determined and now hereby determines that it is necessary, desirable and in the best interests of the RDA and the community’s residents to enter into a development agreement with the Developer for the development of the Block One property in substantially the form of the Development Agreement by and

between the RDA, the City and the Developer (the "Development Agreement") presented to the RDA Board

NOW, THEREFORE, BE IT RESOLVED, by the Redevelopment Agency of Murray City that:

1. The Development Agreement, in substantially the form presented to the RDA Board, attached hereto, is approved and authorized.
2. The Executive Director of the RDA is hereby authorized for and on behalf of the RDA to execute and deliver the Development Agreement in substantially the form presented to the RDA.
3. This Resolution shall take effect upon its execution.

PASSED, APPROVED AND ADOPTED by the Redevelopment Agency of Murray City this day of April 2025.

REDEVELOPMENT AGENCY OF MURRAY CITY

Diane Turner, Chair

ATTEST:

Brooke Smith, City Recorder

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Murray City
Community and Economic Development Department
Attn: Chad Wilkinson, Director
10 East 4800 South, Second Floor
Murray, Utah 84107

Affected APNs: 22-07-105-003,
22-07-105-004 (partial, approximately 0.20 acres),
22-07-105-007 thru -009,
22-07-105-011 thru -017,
22-07-105-019 (partial, approximately 0.76 acres).

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered this ___ day of April 2025 (the “Effective Date”), by and among the REDEVELOPMENT AGENCY OF MURRAY CITY, a Utah community reinvestment agency (“**Agency**”), MURRAY CITY, a Utah municipal corporation (“**City**”) and ROCKWORTH COMPANIES, LLC, a Utah limited liability company (“**Developer**”).

The Parties agree as follows:

**SECTION 1
PRELIMINARY STATEMENTS**

1.1 Definitions. All capitalized terms used herein shall have the definitions as set forth in Exhibit A below or in another section as specified in Exhibit A. Defined terms may be used in the singular or the plural. Exhibit A is attached hereto and incorporated herein by this reference.

1.2 Purpose. The primary purpose of this Agreement is to establish the terms and conditions of the redevelopment of a majority of the area known as “Block One” which is functionally obsolete and blighted. The Agency and City recognize the importance of their roles in development activities and active participation in benefiting the community.

1.3 Parties to the Agreement:

(a) Agency. Murray City (“**City**”) created and established the Redevelopment Agency of Murray City (“**Agency**”) which is authorized to transact business and exercise its powers under and pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Act in Title 17C, Utah Code Annotated 1953, as amended, or such other amendments as shall from

time to time be enacted or any successor or replacement law or act (the “Act”). The Agency is authorized to provide assistance including in the form of Agency Funds to revitalize previously developed areas that over time have deteriorated. Such assistance is typically a fraction of the amount invested in relation to the overall redevelopment budget for a project. Public assistance is designed to stimulate development and to encourage private investment by filling funding gaps created by development impediments or other development challenges. The overwhelming majority of a project redevelopment budget and the associated risk of redevelopment is typically borne by private investment.

The address of the Agency for purposes of this Agreement is: Redevelopment Agency of Murray City, Attn: Deputy Executive Director, 10 East 4800 South, Second Floor, Murray, UT 84107. The Agency’s telephone number is 801-270-2400.

(b) Murray City. The City is a municipality and political subdivision duly organized and existing under the laws of Utah, and exercising all of the powers provided for therein and pursuant to Utah Code Annotated Section 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies.

The address of the City for purposes of this Agreement is: Murray City, Attn: CED Director, 10 East 4800 South, Murray, UT 84107. The City’s telephone number is 801-270-2400.

(c) Rockworth Companies, LLC. The Developer is a limited liability company organized and existing in good standing under and pursuant to the Utah Revised Uniform Limited Liability Company Act, or its successor, authorized to do business in Utah under and pursuant to the Utah Revised Uniform Limited Liability Company Act , Utah Code Ann. §48-3a-1-1 et seq., as amended, and exercising all of the powers provided for therein.

The address of Developer for purposes of this Agreement is: Rockworth Companies, LLC, 4655 South 2300 East, Suite #205, Holladay, UT 84117. Developer’s telephone number is 801-501-0727.

(i) Developer. The Developer is a company that represents that it has over 20 years of development experience specializing in developing multi-family, retail, and commercial space, including the well-respected office and retail mixed use developments known as Holladay Village Square and Holladay Marketplace located in Holladay, Utah.

(ii) Selection of the Developer. On August 13, 2024, the Agency approved Resolution R24-50 authorizing an exclusive right to negotiate for the acquisition and development of the Agency Property. Developer was chosen because it presented the Agency with a viable plan for redevelopment that fits well with the City’s vision for redevelopment of the downtown area. The Agency concluded that the Developer possesses the master planning expertise, development and redevelopment experience, marketing relationships, experience with end users, and execution capabilities to best assist the Agency in the implementation of the redevelopment plan to achieve the parties’ vision for the Block One property.

(iii) Material Inducements. The Developer is an experienced developer of public-private mixed use and residential projects and has worked with cities and redevelopment agencies. The identity and qualifications of the Developer and the completion of the Project according to the terms of this Agreement, including (without limiting) the Scope of Development and the Schedule of Performance (as hereinafter defined in Exhibit A and set forth in Exhibits B-1 and B-2, respectively), are **Material Inducements** to the Agency and City to enter into this Agreement.

1.4 Redevelopment of Block One.

(a) Project Area Plan. Pursuant to the Act, the Agency adopted the Central Business District Project Area Plan on June 1, 1982, as amended April 20, 1999, further amended in April 2011 and further amended on August 2, 2016 (as so amended, the “**Project Area Plan**”). The purpose of the Project Area Plan is to promote development and redevelopment which has not occurred for many years and would not otherwise occur solely through private investment in the reasonably foreseeable future and to support the development of the project area and the development of areas within close proximity to the project area. The Project Area Plan is attached at Exhibit C and incorporated herein by this reference.

(b) Redevelopment of the Property. The Agency and City want to assist in the redevelopment of real property contained within Block One, including the Agency Property (defined below in subsection (i)), along with the City Property (defined below in subsection (ii)), and the DAR Property (defined below in subsection (iii)). The Agency Property, City Property, and DAR Property are referred to herein collectively as the “**Property**.” The Property is within the Project Area and comprises approximately 3.52 acres beginning at 4816 S State Street in Murray, Utah. The Property is bordered by 4800 South on the north, State Street on the east, 5th Avenue on the South, and Hanauer Street on the west excluding parcels 2207105010, 2207104017, 2207104044, 2207104043, 2207105020, and southern part of 2207105004 (partial, approximately 0.10 acres). The Property is depicted and more particularly described on Exhibit D-1 attached hereto and made part herein.

(i) Agency Property. That certain real property within Block One consisting of Assessor’s Parcel Numbers (“APN”) 2207105003, 2207105004 (partial, approximately 0.20 acres), 2207105008, 2207105009, 2207105011, 2207105012, 2207105013, 2207105014, 2207105015, 2207105016, and 2207105017 totaling approximately 2.34 acres as depicted on Exhibit D-2 attached hereto (“**Agency Property**”). The Agency Property is currently improved with an 875 square foot garage that was built in 2003 and 24,292 SF of commercial space that was built in 1904, 1930, and 1955. The Parties have acknowledged and agreed that in order to make the construction and operation of the Project economically viable, the Agency will contribute the Agency Property as provided herein and in the Real Property Disposition Agreement between Agency and Developer.

(ii) City Property. One .76-acre parcel of real property west of and adjacent to

the Agency Property located at 48 East 4800 South as depicted on Exhibit D-2 attached hereto ("**City Property**"). The City Property is currently improved with a surface parking lot used by City employees. The Parties have acknowledged and agreed that in order to make the construction and operation of the Project economically viable, the City will contribute the City Property as provided in the Real Property Disposition Agreement between City and Developer.

(iii) DAR Property. A parcel of real property owned by DAR Enterprises, LLC, which Developer is under contract to purchase, containing approximately .42 acres of land located within Block One at 4836 – 4844 South State Street as depicted on Exhibit D-2 attached hereto ("**DAR Property**"). The DAR Property is currently a mixed-use property totaling 19 multi-family units and 5,973 square feet of first-floor commercial space. The Parties have acknowledged and agreed that in addition to the Agency Property and the City Property, the DAR Property is integral to make the construction and operation of the Project economically viable.

(iv) Developer's Inspection of Property; Contribution of Agency Property and City Property. Developer shall conclude its due diligence and inspection of the Property to determine the feasibility of the Project within the time provided on the Schedule of Performance attached hereto as Exhibit B-2 (the "**Feasibility Period**"). In the event Developer has not delivered a Termination Notice under Section 1.5(c), at any time prior to the expiration of the Feasibility Period, Developer may deliver written notice to the Agency and the City of its intent to proceed with the Project (the "**Notice to Proceed**"). City and Agency shall contribute and convey the City Property and Agency Property, respectively, to Developer or its assignee within thirty (30) days of the receipt of the Notice to Proceed in accordance with the Real Property Disposition Agreements between Developer, City and Agency, respectively.

(c) The Project. In furtherance of the implementation of the Project Area Plan and the project contemplated herein, the Developer has entered into a purchase contract to acquire the DAR Property and intends to acquire the Agency Property and City Property in accordance with the terms and conditions of this Agreement. It is an express condition to Developer's closing on the purchase of the DAR Property that this Agreement be fully executed and delivered. Upon acquisition of the Property, Developer shall construct certain improvements within the described Project Area Plan as provided herein. It is currently anticipated that such improvements will include approximately 150 residential units, 48,600 square feet of retail/office space and associated public and private parking (including surface and underground parking), site improvements, and appurtenances as generally provided on the Initial Plan attached hereto as Exhibit E (the "Project"). The Project, which will be developed in one phase in accordance with applicable design guidelines, the City's form-based zoning code and all City and Agency approvals is intended to create a transformational new neighborhood in downtown Murray City that will attract residents and visitors and serve as a catalyst for further downtown development.

1.5 Reimbursement.

(a) Relocation of Gas Transmission Line. The Agency and Developer agree and acknowledge that, for the construction and operation of the Project to be economically and

functionally feasible, that certain high-pressure gas transmission line (or lines) currently on the Property located approximately as shown on Exhibit F to this Agreement will need to be relocated. Should the Developer be responsible to complete the relocation, the Agency will reimburse Developer in accordance with the Participation Agreement.

(b) Underground Parking Structure. The Parties further agree and acknowledge that, for the construction and operation of the Project to be economically and functionally feasible, the Developer will construct an underground, single-story parking structure that is currently anticipated to include approximately 250 parking spaces that will be used, in part, by the City. The parking structure is located as shown on Exhibit G to this Agreement and will be constructed so that it can be used by the occupants of the Project and where City parking is designated, used by the City, and commenced and completed in time for the opening of the completed Project. The Agency will reimburse to Developer the sum of \$3,000,000.00 for construction of the parking structure in accordance with the Participation Agreement.

(c) Other Property Conditions. In the event Developer discovers during its investigations of the Property other property conditions including, but not limited to, the existence of Hazardous Materials, easements or other encumbrances or physical conditions on the Property that render the Project economically or otherwise infeasible, Developer may either: (i) terminate this Agreement and other agreements between Developer, Agency and City with respect to the Project by written notice to City and Agency ("Termination Notice"), in which case the Agency shall purchase the DAR Property from Developer for the purchase price paid by Developer; or (ii) deliver to Agency an estimate of the costs to remedy such condition, and request that Agency reimburse Developer for all costs associated with such conditions. In the event the Agency agrees to reimburse the Developer for such costs, such reimbursement shall be made within thirty (30) days after Agency's receipt of a written request for reimbursement, together with invoices and other documents evidencing the reimbursement amount and verification by the City and Agency that the work subject to the request has been completed. In the event the Agency elects not to reimburse Developer for such costs, Developer may elect to either remedy the condition at its sole cost and expense or exercise its right of termination as provided in subsection (i) above. In the event Developer exercises its right of termination as provided in subsection (i) above, at the time of conveyance of the DAR Property to Agency, the DAR Property will not in whole or in part be subject to any leases, tenancies, or rental agreements.

(d) Participation Agreement Approval. The Developer acknowledges that, as required by law, Developer will be required to obtain separate approval by vote of the Agency Board of a separate Participation Agreement (a form of which is attached as Exhibit E to the Real Property Disposition Agreement between the Agency and Developer) outlining the reimbursements referred to in Section 1.5 (a) and (b), which are a material inducement for Developer to enter into this Agreement and acquire the Property.

1.6 Agency and City Determinations.

(a) The Agency and City have determined that development of the Project in

accordance with the terms of this Agreement is in the vital and best interests of the community and provides for the health, safety, morals and welfare of its residents in accordance with appropriate public purposes and the provisions of applicable federal, state and local laws and requirements. The Agency and City have determined further that the Project is a governmental undertaking for municipal purposes, is being developed by Developer, that is recognized in the industry, particularly as it relates to the development of multi-family, retail, and commercial space and is consistent with the goals of the Agency and City to enhance the image of the community by providing a vibrant development. In accordance with the terms of this Agreement, the Agency and City have determined that the Project will, among other things:

- (i) increase capital investment and economic development in downtown Murray City;

- (ii) afford the City the maximum opportunity, consistent with the sound needs of the City as a whole, to enhance the rehabilitation and/or redevelopment and restore the social and economic productivity of the downtown area and will benefit the residents of the City, County, and State and is of critical importance to the City;

- (iii) generate significant new ad valorem taxes, including significant new tax revenues for the Murray City School District;

- (iv) promote and encourage expected private capital investment of approximately over \$63,000,000.00;

- (v) provide much-needed support to local-owned businesses; and

- (vi) satisfy an existing need in downtown Murray City for, among other things, parking and other infrastructure; retail, restaurant, service, office, and other commercial space, and residential units.

- (b) The Agency has determined further that the Project is consistent with the following Project Area Plan for the Central Business District goals and objectives:

- (i) reduce or eliminate blight, allow for mixed-use development containing commercial residential, retail, civic, and office uses, provide parking infrastructure to serve planned development;

- (ii) allow for the assemblage of large lots, rather than small, piecemeal development;

- (iii) provide funds for a parking structure;

- (iv) provide funds to encourage development of vacant and underutilized parcels; provide funds for higher density mixed-use development to encourage a higher volume

of extended-hour human activity, resulting in safer neighborhoods and communities;

(v) increase the connectivity, walkability and access within and to the area; create an attractive urban environment with diverse and complementary uses; and

(vi) promote the development of viable commercial, employment and activity centers to serve the community.

1.7 Best Interests. The fulfillment of this Agreement is vital to and in the best interests of the community and the health, safety, and welfare of community residents, and in accord with public purposes.

1.8 Governmental Authority.

(a) Agency Authority. This Agreement shall be implemented pursuant to Agency's authority under the Act.

(b) City Authority. This Agreement shall also be implemented pursuant to City's authority under Utah Code Annotated Section 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies.

1.9 Preliminary Statements. The preliminary statements set forth in this Section 1 are accurate, correct and true and incorporated herein by this reference.

1.10 Exhibits. The following exhibits are attached to and incorporated in the Agreement:

- Exhibit A: Definitions
- Exhibit B-1: Scope of Development
- Exhibit B-2: Schedule of Performance
- Exhibit C: Project Area Plan
- Exhibit D-1: Depiction and Legal Description of the Property
- Exhibit D-2: Depiction and Legal Description of Agency Property, City Property, and DAR Property
- Exhibit E: Initial Plan
- Exhibit F: Approximate Location of Gas Line(s)
- Exhibit G: Approximate Location of Underground Parking Structure
- Exhibit H-1: Escrow Instructions and Form of Quit Claim Deed for Agency Property
- Exhibit H-2: Escrow Instructions and Form of Quit Claim Deed for City Property

1.11 Term. The **Term** of this Agreement shall commence on the Effective Date and shall continue until the earlier of the following to occur: (1) the recordation of the Certificate of Completion of the Project and the commencement of operations or (2) the earlier termination of

this Agreement.

SECTION 2 PROPERTY DEVELOPMENT

2.1 Agency Review and Approval.

(a) City Regulatory Review Required. It is hereby agreed, stipulated and understood that the Agency review process shall be in addition to and not in lieu of City planning staff review, any required review by the City planning commission, or any other City department review. Developer hereby acknowledges that nothing herein shall be deemed to waive or modify any and all planning, zoning and such City requirements and regulations applicable to the Project and/or the Developer to which the Project shall be and remain subject.

(b) Agency Approval of the Plans. Any plans, approved (or any approved portions thereof) pursuant to this Section 2.1(b) shall be “**Approved Plans and Specifications.**” Developer shall develop the Property in accordance with plans approved by the Agency pursuant to the following process:

(i) Initial Plan. The Agency hereby approves the conceptual drawings for the Project prepared by the Developer’s Architect attached hereto as Exhibit E, which describe the Project (the “**Initial Plan**”).

(ii) Design Development Drawings. The Developer shall prepare and submit to the Agency its design development drawings for the Project (the “**Design Development Drawings**”) in accordance with the Schedule of Performance attached hereto as Exhibit B-2. The Design Development Drawings shall be a refinement of and generally consistent with the Initial Plan.

(iii) Final Construction Documents. The Developer shall cause its Architect to prepare construction documents for the Project generally consistent with the Design Development Drawings (the “**Final Construction Documents**”) in accordance with the Schedule of Performance attached hereto as Exhibit B-2. The Final Construction Documents shall be a refinement of and generally consistent with the approved Design Development Drawings.

(c) Material Changes. If the Design Development Drawings contain any element that constitutes a Material Change from the Initial Plan, the Agency Board must approve such difference, such approval not to be unreasonably withheld and within the time period provided in the Schedule of Performance attached hereto as Exhibit B-2. If the Final Construction Documents contain any element that constitutes a Material Change from the Design Development Drawings, the Agency Board must approve such difference, such approval not to be unreasonably withheld and within the time period provided in the Schedule of Performance attached hereto as Exhibit B-2.

(d) Preparation of Submissions and Reviews. All documents shall be in such form and with such detail, including size and scale, as the City shall prescribe, including without limitation in a compatible electronic format as specified by the City. During the preparation of such documents, the Agency, City and the Developer shall hold progress meetings as needed to coordinate the preparation of, submission to, and review of such documents by the Agency and City. The staff of the Agency, City, and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of such documents to the Agency can receive prompt consideration.

(e) Disapprovals. In the event of a disapproval by the Agency due to a Material Change, the Agency shall specify in reasonable detail the basis for the disapproval. The Developer, upon receipt of a notice of disapproval, shall promptly revise such submission and resubmit it to the Agency as soon as possible after receipt of such notice.

2.2 Agency Not Liable. The Developer shall be solely responsible for errors and omissions in the Design and Construction Documents, change orders thereto, and shop drawings and other submittals interpreting them and for their accuracy, suitability, technical adequacy, and compliance with Applicable Requirements. The Agency's reviews and approvals of all or any portion of the Design and Construction Documents are solely for the purpose of determining the general conformance of the Developer Improvements with the original design concept or intent, and shall not constitute an opinion or agreement by the Agency that the Developer improvements are structurally or otherwise sufficient or that the Design and Construction Documents are accurate or in compliance with Applicable Requirements, nor shall such approval impose any present or future liability on the Agency or waive any of the Agency's rights hereunder. The Developer shall be solely responsible for structural and other defects in the Developer improvements and compliance with all Applicable Requirements.

2.3 Case by Case Amendments to Requirements under Murray City Center Form-Based Code. The Developer recognizes that the development of the Property shall be subject generally to the Murray City Center Form Based Code including the Civic Center and Boulevard Form Districts. The Agency and City recognize that, because of particular aspects of a specific property (such as frontage and visibility, access to streets, and proximity to other commercial developments, among other reasons), it may be economically infeasible or functionally unreasonably burdensome to comply with all of the requirements of the Murray City Center Form Based Code in developing such property. Accordingly, the Agency acknowledges that the Developer may need to seek the City's approval of amendments to certain requirements of the Murray City Center Form Based Code, which will be approached and resolved on a case-by-case basis.

SECTION 3 AGREEMENTS TO DEVELOP THE PROPERTY

3.1 Developer Obligation. The Developer agrees to cause the Property to be developed in accordance with the terms and provisions set forth in this Agreement.

3.2 Construction of Project. The Developer shall commence and thereafter diligently prosecute to completion the construction of the Project in accordance with the schedule set forth in the Schedule of Performance.

3.3. Cost of Construction of Project. Except as otherwise provided in the Participation Agreement and summarized in Section 1.5 (Reimbursement) above, the cost of demolition and constructing the Project and all other costs shall be borne solely by the Developer.

3.4 Certificate of Completion.

(a) Within ten (10) days after completion of all construction and development of the Project, the Developer shall provide to the Agency a certificate to that effect signed by the Developer and the Architect.

(b) Upon written request by the Developer and if the Agency finds that the documents provided in subsection (a) are in order, the Agency shall furnish the Developer a certificate of completion ("**Certificate of Completion**") with respect to the Project. The Certificate of Completion shall be a determination of satisfactory completion of the Developer's obligations required by this Agreement with respect to the Project and the Certificate of Completion shall so state. A Certificate of Completion shall be in recordable form and will be recorded in the Official Records, and upon such recordation of the Certificate of Completion for the Project, this Agreement shall be terminated of record as to the Property.

(c) If the Agency refuses or fails to furnish a Certificate of Completion within twenty (20) business days after a written request from the Developer, the Agency shall, within five (5) business days of written request therefor, provide the Developer with a written statement of the reasons the Agency refused or failed to furnish such Certificate of Completion. The statement shall also contain the Agency's opinion of the actions the Developer must take to obtain a Certificate of Completion. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Developer Improvements, or any part thereof.

3.5 Rights of Access. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of the Developer and its Contractor, including signing a standard construction area release, upon not less than twenty-four (24) hours written notice to Developer, representatives of the City and Agency shall have the right of access to the Property without charges or fees, during the period of construction for the purposes of this Agreement. In addition,

the City and Agency shall have the right to enter the Property (and the improvements thereon) or any part thereof at all reasonable times for the purpose of exercising the City's or Agency'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. This section 3.5 does not apply to regulatory inspections.

3.6 Local, State and Federal Laws. The Developer shall carry out the construction of the Project in compliance with all Applicable Requirements, licenses, permits, and orders. The Developer represents that it has registered with and is participating in the **Status Verification System under the Utah Identity Documents and Verification Act** (Utah Code Title 63G, Chapter 11), to verify the work eligibility status of the Developer's new employees that are employed in Utah. In addition, the Developer shall obtain from the Contractor a written certification that Contractor has verified through the Status Verification System the employment status of each of its new employees.

3.7 Antidiscrimination During Construction. The Developer, for itself and agrees that in the construction of the Project, its Contractor shall not discriminate against any employee or applicant for employment on any unlawful basis. The Developer agrees not to discriminate against or segregate any person or group of persons on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof or of any Developer improvements erected or to be erected thereon or any part thereof.

SECTION 4 INSURANCE

4.1 Insurance Requirements.

(a) Required Coverage. At all times from and after the Closing Date and through the completion of the development and issuance of a Certificate of Completion, Developer shall maintain and keep in force, at Developer's sole cost and expense, the following insurance applicable to the Development:

(i) To the extent required by law, Worker's Compensation insurance, including Employer's Liability coverage, with limits not less than required by applicable law.

(ii) Comprehensive or Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Comprehensive Automobile Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if Developer does not own or lease vehicles for purposes of this

Agreement, then no automobile insurance shall be required by Developer and both Parties to this Agreement shall initial this provision signifying same.

Developer Initials

Agency Initials

City Initials

(iv) Property insurance covering the Development covering all risks of loss, naming the Agency and City as Loss Payees, as their interests may appear as commercially reasonably determined by Developer and consistent with similar new developments in the Salt Lake County area.

(b) Contractor's Insurance. Developer shall cause any general contractor or agent working on the Development under direct contract with Developer to maintain insurance of the types and in at least the minimum amounts described in subsections (a)(i), (a)(ii), and (a)(iii) above, and shall require that such insurance shall meet all of the general requirements of subsection (c) below. Subcontractors working on the Development under indirect contract with Developer shall be required to maintain the insurance described in subsections (a)(i), (a)(ii) and (a)(iii) above; provided that the amount of Commercial General Liability insurance for each subcontractor shall have a limit of not less than One Million Dollars (\$1,000,000). Liability and Comprehensive Automobile Liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the Covered Parties.

(c) Insurance Requirements Generally. Each insurance policy and bond required hereunder must be issued by a company lawfully authorized to do business in the State of Utah rated A- or better with a financial size category of class VIII or larger by A.M. Best Company and, in the case of the bonds, from a surety holding a certificate of authority as an acceptable surety on federal bonds as listed by the United States Department of Treasury (Circular 570, as amended) in its most recent list at the time of issuance of the applicable bond. The Developer shall and shall obtain the agreement of the Contractor and the Architect to, permit the RDA, upon request, to examine the original insurance policies required hereby along with any endorsements thereto. In the event the aggregate annual limits of any insurance policies required in Sections 4.1(a)(iv) and 4.1(b) above are depleted below the aggregate annual limits required set forth therein because of payment of claims, defense costs or any other reason, the Developer shall require that the Contractor or the Architect, as the case may be, purchase such additional insurance coverage as is necessary to cause such insurance policy(ies) to achieve the aggregate annual limits of liability required in Sections 4.1(a)(iv) and 4.1(b) above. The Developer shall provide in its contracts with the Contractor and the Architect that if the Contractor or the Architect at any time neglects or refuses to provide the insurance required herein, or should such insurance be canceled, the Developer shall have the right, but not the obligation, to procure the same at the cost and expense of the Contractor and the Architect, and the cost thereof may be deducted by the Developer from any monies then due or thereafter to become due to the Contractor and the Architect. The Developer shall promptly exercise its rights under such contracts. The Developer shall bear all costs, expenses, and damages incurred by the Covered Parties arising from such failure to purchase and maintain insurance required by this Agreement.

4.2 Completion Guaranty. Prior to commencing any construction activities on the Property, Developer shall deliver to the Agency and City an original, executed completion guaranty on commercially reasonable terms mutually approved by the Parties and substantially consistent with the completion guaranty required by Developer's construction lender.

4.3 General Requirements. The required insurance shall be provided under an occurrence form. Should any of the required insurance be provided under a form of coverage that provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

4.4 Comprehensive General Liability, Comprehensive Automobile Liability and Property Insurance policies shall be endorsed to name as additional insureds the Covered Parties.

4.5 All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the City and Agency pursuant to Section 9.1.

4.6 Certificates of Insurance. Upon the Agency's or City's reasonable request at any time from and after the Closing Date and through the completion of the Development and issuance of a Certificate of Completion, Developer shall provide certificates of insurance, in form and with insurers reasonable acceptable to the Agency and City, evidencing compliance with the requirements of this Section. Through the completion of the Development and up to the issuance of the Certificate of Completion, all required insurance policies shall include a separate endorsement naming the Covered Parties as additional insureds, which rights shall be subject to the rights of senior lienholders.

4.7 Insurance Proceeds. Any right of the Agency, City, and Developer to any and all insurance proceeds, including casualty insurance proceeds or condemnation proceeds, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any approved Mortgage permitted by this Agreement and under the Financing Plan; or

(b) Any rights or interest provided in this Agreement or any applicable security instrument for the protection of the holder of such Security Financing Interests.

4.8 Condemnation.

(a) Substantial Condemnation. Prior to completion of the Project, in the event of the condemnation of the entire Property or a condemnation that, in Developer's reasonable determination, renders the completion of the Project impossible or unfeasible, Developer may terminate this Agreement and other agreements between Developer, Agency and City with

respect to the Project by written notice to City and Agency, in which case: (i) the Agency shall purchase the DAR Property from Developer for the purchase price paid by Developer in accordance with Section 1.4(b)(iv); (ii) Developer shall be entitled to the amount of any condemnation award up to the amounts incurred by Developer in performing under this Agreement or constructing the Project, as evidenced by third party invoices or statements; (iii) Agency and the City shall be entitled to the remaining amount of the condemnation award, in accordance with their respective interests in the Property; and (iv) Developer shall reconvey the Agency Property and City Property to the Agency and City, respectively, by quit claim deed in the forms attached hereto as Exhibits H-1 and H-2.

(b) Insubstantial Condemnation. Prior to completion of the Project, in the event of the condemnation of a portion of the Property that, in Developer's reasonable determination, does not render the completion of the Project impossible or unfeasible, Developer shall proceed to complete the Project in accordance with this Agreement, subject to necessary adjustments as a result of such condemnation, and all proceeds from any condemnation award shall be paid to Developer and such proceeds shall be used to pay costs and expenses related to the construction of the Project.

4.9 Post Completion Insurance Requirements. From and after the issuance of the Certificate of Completion, the Developer shall carry such liability and property damage insurance as is consistent with lender requirements and the customary practices of similar developments in the Salt Lake County area.

SECTION 5 INDEMNITY

5.1 Indemnification.

(a) It is understood and agreed that Agency and City will review the plans and specifications for the purpose solely of protecting the interests of the public and have not thereby expressly or impliedly warranted the technical suitability of Developer's Initial Plans, Design Development Drawings, or Final Construction Documents. Developer covenants and agrees that all plans, designs, installations and specifications will be designed by registered engineers licensed in the State of Utah. The Agency and City disclaim all liability for design, construction, installation or operational defects.

(b) The Developer assumes all responsibility (both before and after the issuance of the Certificate of Completion) for, and holds the Covered Parties harmless from, and agrees to indemnify and defend, the Covered Parties against, all claims, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees, reasonable investigative and discovery costs, and court costs), damages, and injuries (including, without limitation, injuries to persons, loss of life, or damage to tangible or intangible property rights, whenever occurring) arising out

of the construction of the Developer Improvements or performance under this Agreement by Developer or by Developer's contractors, subcontractors, agents or employees.

5.2 Developer's Environmental Indemnity. Developer will indemnify and defend (with counsel reasonably approved by the Agency and City) the Covered Parties and hold the Covered Parties harmless, from and against any and all claims related to this Project, including but not limited to any liabilities, losses, demands, actions, causes of action, damages, cleanup costs, and expenses (including reasonable attorneys' fees, expert's fees and costs) and/or penalties claimed, threatened or asserted against, or suffered or incurred by any Covered Party, arising out of or in any way relating to the release, use, generation, transportation, storage or as a consequence of disposal by Developer or any of its agents, representatives, employees or invitees of Hazardous Materials in, on or about the Property occurring as a result of or in connection with Developer's use of the Property as contemplated herein during the period of Developer's ownership of the Property, and any and all liabilities, losses, costs, claims, demands, actions, causes of action, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions will not apply to any Hazardous Materials discovered by Developer in performing its due diligence and investigations on the Property or used, released, generated, transported, stored or disposed of by a Covered Party or any other person or entity not covered by this indemnity. The terms and conditions of this Section 5.2 shall survive expiration or earlier termination of this Agreement

5.3. Defense. The Developer shall defend all suits brought upon such indemnification claims covered under Sections 5.1 and 5.2 and shall pay all costs and expenses incidental thereto.

5.4. No Effect on Other Rights. The Developer's obligation to indemnify shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which may otherwise exist in favor of the Covered Parties.

5.5. Coverage. This obligation to indemnify, defend and hold harmless shall remain effective notwithstanding the completion of the Project, and shall apply to damages and injuries discovered before and after the issuance of the Certificate of Completion for a period of two (2) years.

SECTION 6 DEFAULT AND REMEDIES

6.1 Default and Cure.

(a) Default by Developer.

(i) Developer shall be in default under this Agreement if Developer breaches a material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Developer receives written notice from Agency or City specifying the breach. In the case of a breach that cannot with due diligence be cured

within a period of thirty (30) days, Developer shall be in default under this Agreement if Developer does not commence the cure of the breach within thirty (30) days after receiving written notice from Agency or City and thereafter diligently prosecute to completion such cure within sixty (60) days after the written notice from Agency or City. The Developer has the opportunity, but not the obligation, to cure any default in accordance with this subsection (a)(i).

(ii) Developer shall also be in default under this Agreement if Developer makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within thirty (30) days after appointment.

(b) Default by Agency or City. Agency or City shall be in default under this Agreement if either Agency or City breaches a material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Agency or City receives written notice from Developer specifying the breach. In the case of a breach that cannot with due diligence be cured within a period of thirty (30) days, Agency or City shall be in default under this Agreement if Agency or City does not commence the cure of the breach within thirty (30) days after receiving written notice from Developer and thereafter diligently prosecute to completion such cure within sixty (60) days after the written notice from Developer.

6.2 Agency's or City's Post-Conveyance Remedies. If a Developer default (as described in Section 6.1.(a)) occurs after the Property is conveyed to Developer, including but not limited to Developer's failure to complete the Project as required by Sections 3.1 and 3.2, then Agency, City, or both, shall have the following remedies:

(a) Subject to the Mortgagee protections specified in Section 7, Agency and City shall have the right to re-enter and take possession of the Agency and City Property and terminate (and re-vest in Agency and City) the property interests conveyed by the special warranty deeds, terminate Developer's right to develop the Project, and resell the Agency and City Property. The Conveyance of the Agency Property and City Property to Developer shall be made upon, and the special warrant deeds (a form of which is attached at Exhibit B to the Real Property Disposition Agreements between Agency and Developer and between City and Developer) shall provide for, a condition subsequent to the effect that, in the event of a Developer default (as described in Section 6.1.(a)), Agency and City, at their option, may, upon sixty (60) days written Notice of Termination to Developer and the Escrow Agent (which notice and cure period is in addition to the notice and cure period under Section 6.1(a)), declare a termination of Developer's rights, title, and interest in the Agency Property and City Property. After delivery of such Notice of Termination, and in the event Developer fails to remedy, end or abrogate such default within the 60-day period in the manner stated in the Notice of Termination, all the title and rights and interest in the Agency Property and City Property conveyed to Developer by the special warranty deeds, or to any successors or permitted assigns of Developer, shall be reconveyed to Agency and to City, as applicable, by quitclaim deed and pursuant to the escrow instructions, forms of each as set forth in Exhibit H-1 (for Agency) and Exhibit H-2 (for City) both of which are attached hereto and made part herein. Any delay by Agency or City in instituting or prosecuting any such actions

or proceedings or otherwise asserting its rights under this Section 6.2 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that Agency or City should not be constrained because of concepts of waiver, laches or estoppel so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by Agency or City with respect to any specific default by the Developer be considered or treated as a waiver of the rights of Agency or City with respect to any other defaults by the Developer or with respect to any particular default except to the extent specifically waived.

(b) Developer shall deliver to Agency or City within thirty (30) days after reconveyance of the Property, copies of all Project market research, design documents, engineering documents, proformas and financial projections prepared for Developer by unrelated third parties, and which Developer is authorized to release. Agency or City may use any of the foregoing documents in any manner that either deems appropriate the consent of any party having approval rights thereunder. Agency or City shall pay no compensation to Developer for the foregoing Project documents.

6.3 Developer's Post-Conveyance Remedies. If an Agency or City default (as described in Section 6.1.(b)) occurs after Agency and City convey the Property to Developer, Developer may specifically enforce the obligations of Agency or City under this Agreement or seek monetary damages against Agency or City. Notwithstanding the preceding sentence, Developer shall not seek incidental, indirect, consequential, exemplary, statutory or other special damages or damages for lost opportunity or profits from Agency or City in connection with Agency's or City's default.

6.4 Nonexclusive Remedies. The rights and remedies provided by this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance. Any limitation of remedies set forth herein shall not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

6.5 Force Majeure.

(a) Neither a Party nor a Party's successor in interest shall be considered in breach of or in default with respect to any obligation under this Agreement if the delay in performance of such obligation is a result of conditions unforeseeable, beyond the Party's reasonable control, and without the Party's fault or negligence, including, events such as natural disasters (fire, flood, earthquake, storm, hurricane, or unusually severe weather), war, invasion, hostilities, terrorist activities, economic crises or significant economic downturns, epidemic, quarantine, blockage, embargo, labor dispute, strike, malicious mischief, or explosion ("**Force Majeure**"). As used

herein, the phrase "economic crises or significant economic downturns" means: (i) a decline of 4% or more in the gross domestic product of the United States of America over four consecutive quarters as reported by the official statistical agency for the United States of America; or (ii) an increase in the unemployment rate in the United States of America of 5 percentage points or more over a 6-month period, as reported by the official labor statistics bureau; or (iii) a decline of 15% or more in the S&P 500 Stock Index over a 3-month period; or (iv) an increase of the U.S. Treasury 10-year rate of greater than 150 basis points over a 3-month period; or (v) a downgrade of the U.S. sovereign credit rating by at least two major international credit rating agencies within a 12-month period; or (vi) any other economic event or condition that the Parties mutually agree in writing constitutes an economic crisis or significant economic downturn.

(b) A Party asserting a Force Majeure as an excuse for failure to perform the Party's obligation must, within thirty (30) days after the Party becomes aware of the causes of any such Force Majeure, notify the other Party in writing of the cause or causes of the delay and estimated time of correction. The Party must thereafter do everything in its power to resume performance of the delayed obligation.

(c) Force Majeure will extend the time or times for performance of the Party's obligation for the period of the Force Majeure. In no event will the time or times for performance of an obligation be extended for more than 180 days in the aggregate.

SECTION 7 MORTGAGEE PROTECTION PROVISIONS

7.1 Construction Financing Documents. By the date specified in the Schedule of Performance, Developer shall provide the Agency with copies of the loan term sheets or written commitments from Developer's construction lender with respect to Developer's proposed financing for the development and construction of the Project. By the date specified in the Schedule of Performance, the Agency shall notify Developer that it either approves or disapproves the proposed financing terms for the Project. In the event the Agency fails or refuses to notify Developer of its approval or disapproval of the proposed financing terms by the date specified in the Schedule of Performance, the Agency shall be deemed to have approved such financing terms.

7.2 No Encumbrances Except for Project Development Purposes. Mortgages and deeds of trust, or any other reasonable method of security are permitted to be placed upon Developer's fee interest in the Agency Property, the City Property or the DAR Property but only for the purpose of securing loans to be used for Project purposes, the terms of which shall be approved by the Agency in accordance with Section 7.1. Mortgages, deeds of trust, or other reasonable security instruments securing loans for construction of the Project are each referred to as a "**Security Financing Interest.**" The words "mortgage" and "deed of trust" as used in this Agreement include all other appropriate modes of financing real estate construction, and land development.

7.3 Effect of Revesting on Mortgages. Any reversion and revesting of the Property or any portion thereof in Agency or City pursuant to this Agreement shall always be subordinate to, subject to and limited by, and shall not defeat, render invalid, or limit in any way, any Mortgage.

7.4 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, except those that are covenants running with the Property, if any, a Mortgagee or its designee for purposes of acquiring title at foreclosure shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements in the Property or to guarantee such construction or completion; provided, however that nothing in this Agreement shall be deemed or construed to permit or authorize any such Mortgagee to devote the Property or any part thereof to any uses, or to construct any improvements thereon other than those uses or improvements provided or permitted in this Agreement.

7.5 Copy of Notice of Default to Mortgagee. If Agency or City delivers a notice or demand to Developer with respect to Developer's breach of this Agreement, Agency or City shall at the same time send a copy of such notice or demand to each Mortgagee approved by Agency or City, at the last address of such holder shown in the records of Agency or City. Failure of Agency or City to send a copy of such notice or demand to a Mortgagee shall not prevent or limit in any way Agency's or City's rights and remedies under this Agreement or create any liability for Agency or City.

7.6 Mortgagee's Options to Cure Defaults. After Developer's default of this Agreement and if Developer fails to cure or remedy said default within the required time period under Section 6.1(a), then each Mortgagee shall have thirty (30) days after passage of the latest date for Developer's cure or remedy of the default, to cure or remedy the default itself, if cure or remedy thereof is permitted by this Agreement. If a Mortgagee does cure or remedy the default within such thirty (30) day period, the Mortgagee may add the cost thereof to the Mortgage debt and the lien of its Mortgage, if permitted by its loan documents. If the default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to prohibit such Mortgagee, either before or after foreclosure or action in lieu thereof, from undertaking or continuing the construction or completion of the improvements, provided that the Mortgagee notifies Agency and City in writing of its intention to complete the Project according to the approved Drawings. Any Mortgagee who properly completes the Project shall be entitled to issuance of a Certificate of Completion, upon written request made to Agency following the procedures set forth in Section 3.4 above.

7.7 Amendments Requested by Mortgagee. Agency and City shall execute amendments to this Agreement or separate agreements to the extent reasonably requested by a Mortgagee proposing to make a loan to Developer secured by a security interest in all or any part of the Property or the Project, provided that such proposed amendments or other agreements do not materially and adversely affect the rights of Agency or City or its interest in the Property.

SECTION 8 TRANSFER

8.1 Prohibition Against Transfer of Property, Developer Improvements and Assignment of Agreement. Except as otherwise provided herein, prior to the issuance by the Agency of the Certificate of Completion with respect to the Project, Developer shall not, without the prior written approval of Agency (which may not be unreasonably withheld)

(a) sell, transfer, or convey directly or indirectly, the whole or any part of the Property, or the buildings or structures thereon; or

(b) transfer, assign or convey this Agreement or the Developer's obligations hereunder with respect to the Property; provided, however, that notwithstanding the foregoing, the Developer shall be entitled to:

(i) enter into reservation agreements, pre-sale agreements, purchase and sale agreements, leases and other similar agreements with respect to portions of the Property so long as such agreements are documented on forms previously approved by the Agency; and

(ii) sell residential units pursuant to bona fide sales to third parties.

(c) Developer shall not permit either of Tom Henriod or Adam Davis to be removed as managers or managing members, if applicable, of Developer prior to the issuance of Certificate of Completion for the Developer Improvements, without the prior written consent of the Agency, which consent may not be unreasonably withheld, conditioned or delayed.

(d) Notwithstanding the foregoing or anything herein to the contrary, Developer may, without the Agency's or City's consent (but with written notice to Agency and City), assign this Agreement with a sale or transfer of title to all or any part of the Property: (i) to an entity that is directly or indirectly controlling or controlled by or under common control with Developer or that owns or controls at least 50% of the voting stock or interests of Developer; or (ii) a mortgagee or beneficiary of a deed of trust in connection with an assignment or transfer of this Agreement by foreclosure or deed or assignment in lieu of foreclosure, provided that assignee confirms and accepts in a signed writing the Developer's rights and duties.

8.2 These prohibitions shall not be deemed to prevent the granting of utility easements or permits to facilitate the construction of the Project.

SECTION 9 MISCELLANEOUS

9.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (a) Federal Express (or other established express delivery service which maintains delivery records), (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or other such addresses as the Parties may designate from time to time by written notice in the above manner:

To Agency: Redevelopment Agency of Murray City
 Attn: Chad Wilkinson, Deputy Executive Director
 10 East 4800 South, Second Floor
 Murray, Utah 84107

Redevelopment Agency of Murray City
Brett A. Hales, Executive Director
10 East 4800 South, Third Floor
Murray, Utah 84107

To City: Murray City
 Attn: Chad Wilkinson, CED Director
 10 East 4800 South, Second Floor
 Murray, Utah 84107

With copies to: Murray City Attorney
 10 East 4800 South, Third Floor
 Murray, Utah 84107

To Developer: Rockworth Companies
 4655 South 2300 East, Suite #205
 Holladay, UT 84117

With copies to: Holland & Hart LLP
 222 S. Main Street, Ste. 2200
 Salt Lake City, UT 84101
 Attn: Briain Cheney

Notices shall be deemed effective on receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

9.2 References. All references to “Section” or “Sections” contained herein are, unless specifically indicated otherwise, references to Sections of this Agreement. All references to “Exhibits” contained herein are references to Exhibits attached hereto, all of which are made part hereof for all purposes.

9.3 Captions; Headings. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

9.4 Number of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate.

9.5 Attorney's Fees. If a Party commences a legal or equitable proceeding to enforce any of the terms of this Agreement, then the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and actual costs from the other Party. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

9.6 Governing Law. This Agreement and all transactions contemplated hereunder and/or evidence hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

9.7 Venue. The Parties hereby agree that all actions to enforce the terms and provisions of this Agreement shall be brought and maintained only within the State of Utah and the Developer hereby consents to the exclusive jurisdiction of any court within the Third Judicial District of the State of Utah.

9.8 Amendments. This Agreement may be amended or supplemented only by an instrument in writing, executed by the Agency, City, and the Developer.

9.9 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.10 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.11 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

9.12 Survival. Except as otherwise provided for herein, all agreements, covenants, representations and warranties contained herein shall survive the expiration or termination of this Agreement and the performance by each Party of its obligations hereunder.

9.13 Nonliability of Agency and City Officials and Employees. No member, official, or employee of the Agency or City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

9.14 Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

9.15 No Relationship. Nothing contained in this Agreement, nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between the Agency, its successors or assigns, or the Developer, its successors or assigns.

9.16 No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.

9.17 Days. Unless otherwise specified in this Agreement, a reference to the word “days” shall mean calendar days. The term “business days” shall mean each day of the week except weekends and federal holidays during which the United States mail is not delivered.

9.18 No Waiver of Governmental Immunity. The Developer acknowledges that the Agency and City are political subdivisions of the State of Utah and as such are subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Ann. § 63-30-1 (the “Act”). No covenant, provision or agreement contained in this Agreement will be deemed to be a waiver of the rights of the Agency or the City under the Act.

9.19 Merger. This Agreement supersedes all prior agreements, and constitutes the entire agreement between the Parties with respect to the subject matter hereof and no modification or waiver will be effective unless in writing and signed by the Party to be charged. All documents and other matters required to be furnished by the Developer will be satisfactory in form and substance to counsel for the Agency.

9.20 Time of the Essence. Time is of the essence hereof.

9.21 Agreement to Run with the Land; Priority. This Agreement shall be recorded in the Official Records against the Agency Property, City Property, and the DAR Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property except as provided in Section 7. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 7 or Section 8.

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be duly executed as of the date first written.

AGENCY:

REDEVELOPMENT AGENCY OF MURRAY CITY

By _____
Diane Turner, Chair

ATTEST:

Brooke Smith
Agency Secretary, City Recorder

APPROVED AS TO CONTENT:

Chad Wilkinson
Deputy Executive Director

APPROVED AS TO FORM:

Murray City Attorney's Office

CITY:

MURRAY CITY

By _____
Brett A. Hales, Mayor

ATTEST:

Brooke Smith
City Recorder

APPROVED AS TO CONTENT:

Chad Wilkinson, CED Director

APPROVED AS TO FORM:

Murray City Attorney's Office

DEVELOPER:

ROCKWORTH COMPANIES, LLC

By: _____
Name: _____
Its: _____

EXHIBIT A
(To Development Agreement)

Definitions

“Act” has the meaning specified in Section 1.3(a).

“Agency” has the meaning specified in Section 1.1.

“Agency Board” means the governing body of the Redevelopment Agency of Murray City consisting of the current members of the City Council.

“Agency Funds” means money that the Agency has collected or received, or money that the Agency will collect or receive for agency operations, implementing a project area plan or other agency purposes. For purposes of this Agreement, **“Agency Funds”** means only that money collected or received that is attributable to the Central Business District Project Area Plan.

“Agency Property” has the meaning specified in Section 1.4(b)(i).

“Agreement” means this Development Agreement and all exhibits, as amended from time to time.

“Applicable Requirements” means all federal, state and local laws, codes, ordinances, and regulations including, without limitation, building codes, and requirements of the City and all other governmental authorities that are applicable to the Project.

“Approved Plans and Specifications” has the meaning specified in Section 2.1(b).

“Boulevard Form District” means a form district or area within the Murray City Center Form Based Code, addressing the conditions and goals along the State Street corridor. For purposes of this Agreement, this form district includes property along state street and Fifth Avenue.

“Certificate of Completion” has the meaning specified in Section 3.4.

“City” and **“Community”** means Murray City.

“City Property” has the meaning specified in Section 1.4(b)(ii).

“Civic Center Form District” means a form district or area within the Murray City Center Form Based Code is applied to the geographic “civic heart” of the city center area. For purposes of this Agreement, this form district includes property, generally, west of the Boulevard Form District.

“Covered Parties” means the Agency, the City and their past, present, and future directors, officers, employees, representatives, and agents. **“Covered Party”** means one of these entities or individuals.

“DAR Property” has the meaning specified in Section 1.4(b)(iii).

“Design Development Drawings” has the meaning specified in Section 2.1(b)(ii).

“Developer” has the meaning set forth in the introductory paragraph and in Section 1.3(c).

“Developer Improvements” means the improvements to be constructed on the Property by the Developer as provided in this Agreement and as generally depicted on the Initial Plan.

“Effective Date” has the meaning specified in the first sentence of this Development Agreement.

“Final Construction Documents” has the meaning specified in Section 2.1(b)(iii).

“Force Majeure” has the meaning specified in Section 6.5.

“Hazardous Material” means any substance or material that is defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “acutely hazardous wastes,” “restricted hazardous waste,” “toxic substances,” or “known to cause cancer or reproductive toxicity” (or words of similar import), petroleum products (including crude oil or any fraction thereof), or any other chemical, substance, or material that is prohibited, limited, or regulated under any federal, state, or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to, or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources.

“Initial Plan” has the meaning specified in Section 2.1(b)(i).

“Material Change” means (i) with respect to any portion of commercial improvements, an increase or decrease in the square footage of such portion of commercial improvements by more than ten percent (10%) from that specified in the Initial Plan or Design Development Drawings, respectively, (ii) with respect to residential units in the Project, an increase or decrease in the number of such residential units by more than ten percent (10%) from that specified in the Initial Plan or Design Development Drawings, respectively, (iii) with respect to parking spaces, an increase or decrease in the number of parking spaces by more than ten percent (10%) from that specified in the Initial Plan or Design Development Drawings, respectively, (iv) a substitution of any materials or a change in design from that specified in the Initial Plan or Design Development Drawings, respectively, that decreases the total cost of the Project by more than ten percent

(10%), (v) a material change to the colors and exterior finishing materials from those shown on the approved Design Development Drawings or Final Construction Documents or (v) any other change in the Initial Plan or Design Development Drawings, respectively, that materially deviates from the uses of the Property contemplated in the Initial Plan or Design Development Drawings, respectively.

“Material Inducements” has the meaning specified in Section 1.3(c)(iii).

“Mortgage” means a mortgage, or a deed of trust, or other security agreement recorded in the Official Records.

“Mortgagee” means the mortgagee under a mortgage, the beneficiary under a deed of trust or the secured party under any security agreement recorded with respect to the Property or any portion thereof in the Official Records.

“ Notice of Termination” has the meaning specified in Section 6.2(a).

“Official Records” means the official records of the Salt Lake County Recorder, State of Utah.

“Party” unless the context requires otherwise, means Agency, City, or Developer individually.

“Participation Agreement” has the meaning specified in Section 1.5(c).

“Parties” means the Agency, City, and Developer.

“Performance Bond or Irrevocable Letter of Credit” have the meanings specified in Section 4.2.

“Project” means the acquisition of the Property and the construction of the Developer improvements and as specified in Section 1.4(c).

“Project Area” means the geographic area described in the Amended Project Area Plan dated August 2, 2016 where the urban renewal set forth in the Project Area Plan will take place.

“Project Area Plan,” more formally, the **“Central Business District Project Area Plan”** means the written plan that, after its effective date, guides and controls the urban renewal activities within the Project Area referred to in Section 1.4(a).

“Property” has the meaning specified in Section 1.4(b).

“Schedule of Performance” means the respective times for the completion of the construction of the Developer Improvements set forth in Exhibit B-2 attached hereto.

“Scope of Development” means the description of the improvements to be built comprising the Project, attached hereto as Exhibit B-1 and as provided in Section 1.4(c).

“ Security Financing Interest” has the meaning specified in Section 7.2.

“Status Verification System under the Utah Identity Documents and Verification Act” has the meaning specified in Section 3.6.

“Term” has the meaning specified in Section 1.11.

Exhibit B-1

(To Development Agreement)

Scope of Development

The Scope of Development addressed in this agreement pertains to the development of approximately **3.5 acres** located near the southwest corner of **State Street and 4800 South, Murray City, Utah**. The project, hereinafter referred to as "**the Development**," shall be constructed as a mixed-use project, specifically designed to fulfill the vision and stated objectives outlined within the City's General Plan and applicable zoning ordinances.

The proposed Development shall include, but is not limited to, the following components:

- Approximately 150 residential units;
- Approximately 48,600 square feet of retail/office space;
- Associated parking facilities, including approximately 32 public (City) spaces and approximately 394 private parking spaces, consisting of approximately 179 surface parking spaces and 247 underground parking spaces;
- Site improvements and amenities.

The Development will incorporate high-quality architectural design and standards, ensuring compatibility with and enhancement of the surrounding neighborhood's existing character and the City's broader vision for downtown revitalization. Additionally, the Development will include thoughtful and integrated site planning to promote cohesive functionality among various land uses, ensure strong pedestrian connectivity, provide appropriate buffering from adjacent properties, and maximize overall public benefit.

The primary purpose of this Scope of Development is to clearly establish the Developer's commitment to delivering a high-quality, sustainable development aligned with the City's objectives and community expectations related to economic vitality, sustainability, and aesthetic excellence.

Exhibit B-2

(To the Development Agreement)

Schedule of Performance

The following schedule is subject to change based upon the changes mutually approved in writing by the Parties and Events of Force Majeure. In addition, in the event of any conflict between the schedule and timing set forth in this Exhibit B-2 and the schedule and timing set forth in the text of the Agreement, the text of the Agreement shall prevail. Not by way of limitation of the foregoing, the failure of the City and/or Agency to approve or disapprove any item within the time frames set forth herein shall entitle the Developer to an extension of time on a day-for-day basis and not be construed as a breach or default by City and/or Agency.

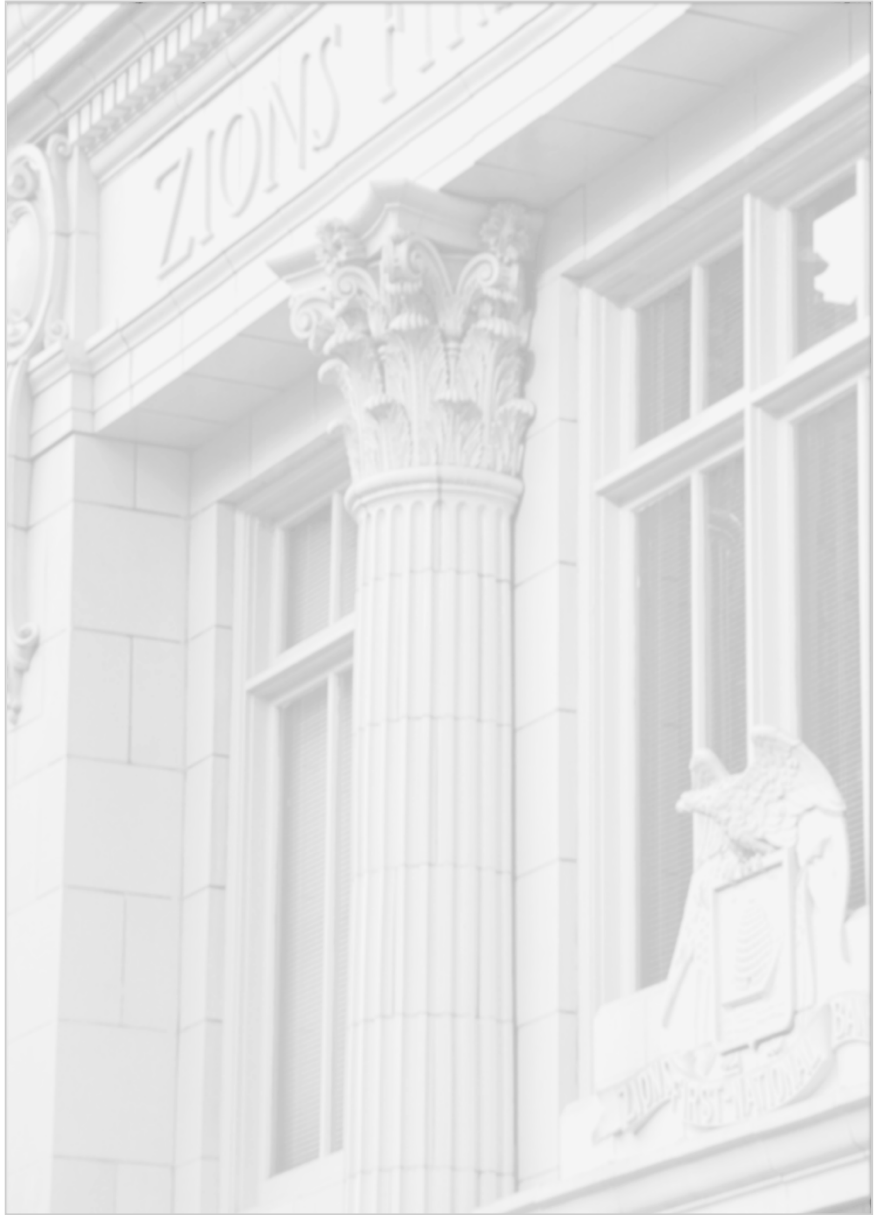
DEVELOPMENT OF THE PROPERTY		
No.	<u>Provision/Description</u>	<u>Schedule/Timing</u>
1.	Closing on Purchase of DAR Property	Estimated to be April 30, 2025
2.	Initial Plan Approval	Approved by Agency and City as of the Effective Date of Development Agreement
3.	Submittal by Developer of Design Development Drawings including site plan with engineering, preliminary landscape plans, floor plans, elevations, tabulations, colors and materials	Within 90 days of the Effective Date of Development Agreement
4.	Completion of review by Agency and City of Design Development Drawings	Within 30 days after submittal by Developer
5.	Developer's Feasibility Period	120 days after the Effective Date of Development Agreement
6.	Contribution of Agency Property	Within 30 days after receipt of

	and City Property	Developer's Notice to Proceed
7.	Submittal by Developer of Final Construction Drawings for Building Permit	Within 180 days after approval of Design Development Drawings
8.	Completion of review by Agency and City of Final Construction Drawings and issuance of Building Permit	Within 60 days after submittal by Developer
9.	Commencement of construction of Project	Within 60 days after issuance of Building Permit
10.	Completion of construction of Project	Within 60 months after commencement
11.	Issuance of Certificate of Completion	Within 20 days after receipt of certificate from Developer and Architect that Project is complete as provided in Section 3.4(a)

EXHIBIT C

(To Development Agreement)

Project Area Plan



Murray City

Amended Project Area Plan Central Business District

August 2, 2016

The Redevelopment Agency of Murray City has been presented with an opportunity to add significant economic development to the existing Murray Central Business District Urban Renewal Area ("Project Area"), to accelerate additional economic development in surrounding areas and to further the goals and objectives of the Life on State – Our Street Our Vision project. In order to facilitate this anticipated new development, the Agency desires to expand the existing tax increment collection area to include an additional 10.18 acres.¹

The Project Area Plan for the CBD was most recently amended in 2011 to reflect the significant changes that had taken place in the surrounding area - Fireclay to the north and the IHC development to the south. This 2016 Amendment is necessary in order to generate sufficient revenues to spur the development desired in the area for the current City Hall site. Therefore, the Agency desires to add the 10.18 acres surrounding the current City Hall to the tax increment collection area. No changes are being made to Project Area boundaries.

1. RECITALS OF PRECONDITIONS FOR AMENDING AN URBAN RENEWAL PROJECT AREA

- a. Pursuant to the provisions of §17C-2-102(2)(a) and (b) of the Act, Murray City has a planning commission and general plan as required by law; and
- b. Pursuant to the provisions of §17C-2-103, the Murray City Redevelopment Agency adopted a Project Area Plan for the CBD on June 1, 1982, as amended April 20, 1999, further amended in April 2011 and further amended on August 2, 2016.
- c. Pursuant to the provisions of §17C-2-102 of the Act, on the Agency's own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and
- d. Pursuant to the provisions of §17C-2-102 of the Act, the Agency will conduct one or more public hearings for the purpose of informing the public about the proposed Amended Project Area Plan, allowing public input into the Agency's deliberations and considerations regarding the proposed Project Area Plan
- e. Pursuant to the provisions of §17C-2-102 of the Act, the Agency has allowed opportunity for input on the draft Amended Project Area Plan from the State Board of Education and each taxing entity and has made a draft Amended Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing and will hold a public hearing on the draft Amended Project Area Plan on August 2, 2016.

2. DEFINITIONS

As used in the Amended Project Area Plan:

- a. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

¹ The expanded tax increment area covers 10.15 acres, including roads. The parcels that are included in the expanded tax increment collection area total 9.55 acres, as shown in Appendix B.

- b. The term **"Agency"** shall mean the Redevelopment Agency of Murray City as designated by the City to act as the redevelopment agency, a separate body corporate and politic.
- c. The term **"Amended Project Area Plan"** shall mean the written plan that, after its effective date, guides and controls the urban renewal activities within the Project Area. In most contexts, Project Area Plan refers to this document and all of the attachments to this document.
- d. The term **"Base taxable value"** shall mean the taxable value of the property within the Project Area from which tax increment will be collected, as currently shown by the County for the existing collection area, and as calculated in this Plan for the expanded collection area. The base taxable value for the expanded collection area is based on the 2015 taxable value for that area.
- e. The terms **"City"** and **"Community"** shall mean Murray City.
- f. The term **"Expanded Area"** shall mean the additional tax increment collection area of 9.54 acres shown in Appendix A, with parcels listed for the collection area in Appendix B.
- g. The term **"Legislative body"** shall mean the City Council of Murray City.
- h. The term **"Plan hearing"** shall mean the public hearing on the draft Amended Project Area Plan required under Subsection 17C-2-201.
- i. The term **"Project Area"** shall mean the geographic area described in the Amended Project Area Plan dated August 2, 2016 where the urban renewal set forth in this project area plan will take place.
- j. The term **"Project Area Budget"** shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the urban renewal project area that includes:
 - i. the base taxable value of property in the Project Area;
 - ii. the projected tax increment expected to be generated within the Project Area;
 - iii. the amount of tax increment expected to be shared with other taxing entities;
 - iv. the amount of tax increment expected to be used to implement the Project Area Plan; and
 - v. the tax increment expected to be used to cover the cost of administering the Project Area Plan.
- k. The term **"Taxes"** includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- l. The term **"Taxing entity"** shall mean a public entity that levies a tax on property within the Project Area.
- m. The term **"Taxing Entity Committee"** shall mean a committee representing the interests of taxing entities and consists of two representatives appointed by the Murray School District, one representative appointed by the State Board of Education, two representatives appointed by Salt Lake County, two representatives appointed by Murray City, and one representative selected by the majority vote of the legislative bodies or governing boards of all other taxing entities.
- n. The term **"Tax increment"** shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area designated in the Amended Project Area Plan as the area from which tax increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

3. DESCRIPTION OF THE BOUNDARIES OF THE PROPOSED PROJECT AREA [17C-2-103(1)(a)]

a. Map of the Project Area

The map of the Project Area is attached as Appendix “A” and incorporated herein. The general boundaries of the Project Area are fairly irregular, but stretch from 5400 South at the southern end to 4700 South on the north; and from I-15 on the west to approximately 60 East.

The map showing the existing and expanded collection areas is included as part of Appendix “A” and incorporated herein.

4. GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE URBAN RENEWAL [17C-2-103(1)(b)]

a. General Land Uses

Principal land uses in the area are commercial and civic, with some residential. The following table summarizes the approximate acreage of existing land uses by land use type, not including roads, railroads, etc.

TYPE	ESTIMATED ACRES
Commercial	84.5
Exempt	42.4
Flex	10.75
Industrial	12.23
Office	28.8
Other	0.57
Residential	13.25
Vacant	9.2
Subtotal	201.7

Although there are approximately 264 acres within the project area boundaries, roughly 62 of the acres are classified as roads or railroads; therefore the combined parcel acreage only totals about 202 acres. This Amended Plan adds 10.18 acres to the tax increment collection area, bringing the total number of tax increment collection acres to 80.17.

b. Layout of Principal Streets

The principal streets are State Street, Vine and 4800 South. Principal streets are shown on the map attached as Appendix A.

c. Population Densities

The area population can be characterized as low-density. There are approximately 25 residential parcels on 13.3 residentially-classified acres that are located within the 264 acres that comprise the Project Area. None of these residential parcels are classified as multi-family parcels or units. With an average household size of 2.56 persons,² this results in an estimated population of approximately 94 persons, with a density of 0.24 persons per acre.

² ACS 5-year Estimate (2014)

d. Building Intensities

Buildings in the area are generally single or two-story commercial structures. There are some detached single-family structures and duplexes throughout the Project Area. As part of the proposed Master Plan, density will be increased and building intensities will increase significantly.

e. Impact of Urban Renewal on Land Use, Population Densities and Building Intensities

Urban Renewal will be comprised of the development of some vacant land and the redevelopment of underutilized areas in the Project Area. This will include improvements to infrastructure in areas that are currently developed, as well as areas that could potentially be developed.

- i. Land Use – The vision of Murray City for this redevelopment area is to:
 - a) Enhance the integrity of Murray City;
 - b) Create a vibrant neighborhood;
 - c) Provide attractive architecture and streetscape;
 - d) Capitalize on transit opportunities;
 - e) Increase opportunities for growth; and
 - f) Set a standard for sustainability.
- ii. Promote Transit Oriented Development (“TOD”) in this area. Consistent with TOD, over time commercial and residential mixed use development will occupy a larger share of the area’s acreage. Additionally, a portion of the Project Area’s land will be developed into green spaces to be used for gathering places, public open space and to enhance the beauty of the area.
- iii. Population Densities - As development of vacant and underutilized land occurs and a variety of housing options become available, population densities will increase. This increase in population density will enhance existing “neighborhoods” that will restore the economic and social vibrancy of the area.
- iv. Building Densities – As stated above, building densities will increase as some of the planned development will be multi-story structures for both residential and nonresidential areas. This will increase housing affordability in the area and will provide additional housing opportunities within walking distance of mass transit.

5. STANDARDS GUIDING THE URBAN RENEWAL [17C-2-103(1)(c)]

In order to provide maximum flexibility in the development of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City’s General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the RDA, other applicable building codes and ordinances of the City; and, as required, review and recommendation of the Planning Commission and approval by the Agency.

Each redevelopment proposal by an owner participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of redevelopment proposed, including land coverage, setbacks, height and massing of buildings, off-

street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

The general standards that will guide the Urban Renewal area are as follows:

a. Provide an Attractive Urban Environment

The Murray CBD development will create an attractive urban environment with diverse and complementary uses such as retail, professional services, housing, and employment opportunities, all in close proximity to transit. A mixed-use environment will create the vitality and round-the-clock activities associated with active urban environments, and reinforce the vibrancy of shopping and employment destinations.

b. Blend Harmoniously With Adjoining Areas

The Murray CBD Project Area is designed to provide continuity in land use, mobility networks, and urban design with adjoining areas.

To the north of the Murray CBD is Murray City's Fireclay RDA. The master plan for this area includes transit-oriented development, establishment of an interior street grid, an open space corridor and park space along Big Cottonwood Creek, as well as a mix of land uses.

Similarly, to the south of the CBD is the regional Intermountain Health Care (IHC) hospital.

The land uses, road and pedestrian networks, and open space systems of the Murray CBD blend with these adjacent areas in order to create one continuous development footprint. In short, the mixed use type of development slated for this area is an ideal blend with the Fireclay development to the north and the IHC development to the south.

c. Provide For Open Space

Open space allocation is critical in dense urban development. Open space creates opportunities for residents and visitors to enjoy the natural environment, offers visual relief from a densely-developed urban fabric, and provides avenues for a variety of recreation experiences. The intent is to add additional trails, open space and bridge walkway connections in the area.

d. Support Transit Use

One hundred percent of the Murray CBD is located within 0.75 miles of existing and planned TRAX stations, with 57 percent falling within a 0-0.5 mile radius. In addition, a Bus Rapid Transit (BRT) line is proposed to run along State Street into Downtown Salt Lake City, along with east-west connector routes. TRAX stations, BRT, and the bus routes along State Street will encourage and facilitate the use of public transit and reduce dependence on automobile transit, thus making the area attractive to a wider variety of residents, employees and visitors. The City recently adopted a locally-preferred alternative for BRT that will provide connections to the Downtown from the west.

e. Create a Walkable Community

Transit proximity increases the walkability of the area. It offers opportunities for reduced parking requirements and higher density development as much of the population movement can be served by public transit. Other provisions to encourage walkability within the RDA include smaller blocks, a gridded street system, and mixed uses. More detailed site plans and design guidelines should include the following requirements:

- Pedestrian-friendly features and amenities including trash receptacles, bicycle racks, benches, and pedestrian-oriented street lighting;
- Wide sidewalks and buffers from moving traffic;
- On-street parking;
- Landscaping and street trees;
- Pedestrian-oriented signage;
- Walkable urban design including first floor retail, permeable solid to void ratios, buildings and entrances oriented to the street, parking behind or to the sides of buildings; and
- Human scale architecture.

6. HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY URBAN RENEWAL [17C-2-103(1)(d)]

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate new quality development and improve existing private and public structures and spaces. This enhancement to the overall living environment and the restoration of economic vitality to the Project Area will benefit the community, the County and the State. A list of the property owners in the Project Area is shown in the Appendix as Exhibit "C."

The purposes of the Act will be attained as a result of the proposed Urban Renewal Project by accomplishing the following items:

a. The Provision for Residential, Commercial, Public or Any Combination of These Uses

The Amended Project Area Plan allows for a mixed-use development containing commercial, residential, retail, civic, and office uses. Increased employment in the Project Area will create new jobs that will benefit residents throughout the Salt Lake Valley.

b. The Provision of Public or Private Recreation Area and Other Public Grounds

The proposed redevelopment project will enhance the City's open space and trails network, especially along Little Cottonwood Creek. The potential exists for open space connections with the Creek and Downtown.

c. Provision of Private or Public Infrastructure

The proposed redevelopment project will provide parking infrastructure in an area that has inadequate parking to serve the planned development in the area, including an arts complex and other civic uses. Additionally, the redevelopment project will reduce traffic and pedestrian hazards through appropriate site access, signage, sidewalks and parking.

7. CONFORMANCE OF THE PROPOSED REDEVELOPMENT TO THE COMMUNITY'S GENERAL PLAN [17C-2-103(1)(e)]

The proposed redevelopment area is consistent with Murray City's General Plan which identifies the following objectives for the downtown area:

- Creating large, mixed-use districts in the City core to accommodate a range of commercial and residential uses. Mixed-use development will also support redevelopment and densification, maximize the advantage supplied by TRAX and commuter rail proximities, and help create a more diverse and responsive core district.
- Encouraging mixed-use development in the Historic Downtown area to help stabilize the unique neighborhood profile and increase 24-hour activity in the area. Land uses in adjacent residential

areas should also be stabilized to support the historic nature of the area, and the Historic Residential Area east of Historic Downtown should support mixed uses.

- Mixed use development should be encouraged around the IHC site and Historic Downtown to help create a more thriving city center and entertainment district, and to provide downtown housing options.
- Current efforts to transform Historic Downtown into a cultural center should continue, but not necessarily as a major source of tax revenue. The fine-grain streets, historic character, existing entertainment uses and unique State Street setting should be maintained in an effort to make Historic Downtown a unique, pedestrian-oriented cultural destination.
- Existing uses along State Street should be cleaned up and beautified.
- State Street should be enhanced to become the main connector between hospital and medical uses, auto dealerships, and Fashion Place Mall. New entertainment and office uses should be encouraged throughout the State Street area.
- State Street north of 4800 South should be redeveloped as part of the Historic Downtown mixed use neighborhood.

This Urban Renewal modification will conform to the community's general plan by supporting the following objectives:

- a. Develop communities with quality urban design that encourage social interaction and support family community relationships, as well as healthy, active lifestyles;
- b. Promote land use patterns that provide a high quality of life to all and offer a choice of mobility;
- c. Promote the development of viable commercial, employment and activity centers to serve the community;
- d. Provide diverse housing choices for a variety of needs and income levels;
- e. Provide public facilities and services that reflect the needs of the community; and
- f. Preserve the County's natural resources.

8. HOW PROPOSED REDEVELOPMENT ACTIVITIES WILL REDUCE OR ELIMINATE BLIGHT [17C-2-103(1)(f)]

The Redevelopment Agency of Murray City made a finding of blight within the boundaries of the Project Area. It is the purpose of this urban renewal plan to reverse the downward economic trend by reducing the barriers to new investment.

The proposed redevelopment will provide the increased funding necessary to prepare the area for development activities and reduce blight in the following ways:

- a. Provide funds for infrastructure to enhance opportunities for arts facilities, hospital and other large, regional facilities;
- b. Allow for the assemblage of large lots, rather than small, piecemeal development;
- c. Provide funds for parking structures;
- d. Provide funds for new moderate and low-income housing, thereby reducing physical dilapidation and unsafe conditions in residential areas by mitigating site improvement costs;
- e. Promote redevelopment of underutilized property by:

- i. Providing funds to encourage the development of vacant and underutilized parcels;
 - ii. Provide funds for higher density mixed-use development. These developments will encourage a higher volume of extended-hour human activity, resulting in safer neighborhoods and communities; and
 - iii. Provide funds to improve inadequate street lighting.
- f. Provide monetary incentives for current landowners who wish to upgrade or redevelop existing structures;
- g. Provide parking infrastructure to facilitate increased density of commercial development, as well as a performing arts center;
- h. Increase the connectivity, walkability and access within and to the area by providing funds for sidewalks, walking bridge facilities and connector roads; and
- i. Increase the sense of pride in the community by providing funds for parks, trails and other public gathering places.

9. DESCRIBE ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED URBAN RENEWAL [17C-2-103(1)(g)]

The City is currently working with the JR Miller Group to redevelop the current City Hall site and signed an Exclusive Development Agreement with them in November 2015. It is anticipated that this site would be redeveloped with office, retail and residential space. Further development on the east side of State Street would spur related development on the west side of State Street.

10. USE OF EMINENT DOMAIN

The Agency will not use eminent domain as part of this Amended Project Area Plan.

11. METHOD OF SELECTION OF PRIVATE DEVELOPERS TO UNDERTAKE URBAN RENEWAL AND IDENTIFICATION OF DEVELOPERS CURRENTLY INVOLVED IN THE PROCESS [17C-2-103(1)(h)]

In November 2015, the City signed an Exclusive Development Agreement with the JR Miller Group to redevelop the current City Hall site. This group was chosen because they approached the City with a viable plan for redevelopment that fits well with the City's vision for redevelopment of the downtown area.

12. REASON FOR SELECTION OF THE PROJECT AREA PROCESS [17C-2-103(1)(i)]

- a. The study area was originally selected because it is not economically sustainable and is showing increasing signs of neglect and disrepair. Currently, no significant investment from the private sector is occurring, no rehabilitation of facilities is taking place and there is no significant new construction in the area.
- b. Due to the existence of blighted conditions, including the lack of private investment in the area, and market conditions, the Project Area will likely not develop through normal market means; and
- c. Inadequate infrastructure, including a lack of parking supporting the Project Area, will likely impede development through normal market means.

13. DESCRIPTION OF PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA PROCESS [17C-2-103(1)(j)]

- a. Physical Conditions

The Project Area consists of approximately 264 acres of relatively flat, publicly and privately owned land as shown on the Survey Area map. The general boundaries of the Project Area are fairly irregular, but stretch from 5400 South at the southern end to 4300 South on the north; and from I-15 on the west to approximately 60 East. Almost all of the area is developed, with only 9.2 acres listed as vacant on the County Assessor's tax rolls.

b. Social Conditions

The Project Area suffers from a lack of social connectivity and vitality. Residential units are randomly mixed among commercial development. There are currently no parks, libraries, or other social gathering places in the Project Area.

c. Economic Conditions

The area has suffered from a lack of reinvestment related to: 1) blight; and 2) the need for additional and updated infrastructure in the area.

14. DESCRIPTION OF ANY TAX INCENTIVES OFFERED PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA [17C-2-103(1)(k)]

Tax incentives in this Amended Plan are identified for a parking structure, lot assemblage through the aggregation of smaller parcels, and the elimination of blight. In general, tax incentives may be offered to achieve the Urban Renewal goals and objectives of this plan, specifically to:

- a) Reduce or eliminate blight;
- b) Reduce crime;
- c) Foster and accelerate economic development;
- d) Stimulate job development;
- e) Promote the use of transit and the walkability of the area and capitalize on transit opportunities;
- f) Promote open space and public gathering spaces in the downtown; and
- g) Promote LEED or sustainable development.

15. EXISTING BUILDINGS AND HISTORICAL BUILDINGS [17C-2-103(1)(m)]

If there are existing buildings in the Project Area which would qualify as historical buildings, the City would work to incorporate them in the project area, or if consideration is given to removing them, the City would require adherence to local ordinances.

16. THE BENEFIT OF ANY FINANCIAL ASSISTANCE OR OTHER PUBLIC SUBSIDY PROPOSED TO BE PROVIDED BY THE AGENCY [17C-2-103(1)(l) AND 17C-2-103(2)(a)]

a. (i) An Evaluation of the Reasonableness of the Costs of the Urban Renewal [17C-2-103(2)(a)(i)]

- i. The Agency believes that the additional development will result in increased revenues to the County and other taxing entities through: 1) additional property tax valuation and revenue; and 2) through additional business growth and job creation that will generate increased income tax, corporate franchise tax and sales tax revenues to State and local governments. Without public assistance, this area will experience declining property values, and businesses may see sales decrease.
- ii. The cost of the public improvements to be constructed in the Project Area may need to be borne by developers, repayable in whole or in part with a portion of the Agency's share of the tax increment generated in the Project Area. Public assistance is needed in order to place this area on a level playing field with other potential development areas, and to make this area competitive with other sites throughout the valley. This area suffers from blighted properties, the need for demolition of some structures before

construction can occur, and small lot sizes with multiple and dispersed ownership of parcels. Without some form of public assistance, conditions will continue to deteriorate and values will decline further in the area.

- iii. The Agency believes that the cost estimates shown in the Amended Project Area Budget are reasonable and provide the basis for the Agency to proceed with the proposed development as part of its Urban Renewal activities in the Project Area. The cost estimates reflect the Agency's current best estimates of current and future costs and revenues based upon estimates and projections that may change during the life of the Project Area Budget.

b. (ii) Efforts the Agency or Developer Has Made or Will Make to Maximize Private Investment [17C-2-103(2)(a)(ii)]

The Agency proposes to use tax increment as an incentive to private developers to encourage and maximize private investment in the development of the Project Area. The Agency has requested competitive bids for development of key sites within the Project Area. The competitive bid process itself will encourage private investment.

c. (iii) Rationale for Use of Tax Increment Including Whether the Proposed Development Might Reasonably be Expected to Occur in the Foreseeable Future [17C-2-103(2)(a)(iii)]

Tax increment financing is a tool used for financing and stimulating urban economic development in areas where economic activity is stagnant or declining. A project that provides significant public amenities in the form of an arts center and that significantly improves underutilized property will need public assistance. Demolition costs for the clearing of existing property will be significant and will not allow development to go forward on an even playing field with other locations unless some form of financial incentives occur. Further, the large amount of infrastructure needed to service regional public facilities cannot be fairly absorbed by the remaining private development in the area.

d. (iv) Estimate of the Total Amount of Tax Increment that will be Expended in Undertaking Urban Renewal and the Length of Time for which it will be Expended [17C-2-103(2)(a)(iv)]

It is estimated that approximately \$17.5 million of tax increment will flow to the Redevelopment Agency over the period extending from 2016 to 2034, assuming the addition of the expanded collection area. See Project Area Budget for more details.

17. ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE URBAN RENEWAL [17C-2-103(2)(b)]

a. (i) The Beneficial Influences Upon the Tax Base of the Community 17C-2-103(2)(b)(i)]

The beneficial influences upon the tax base of Murray City and the other taxing entities will include increased property tax revenues. These increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.). Office and retail development include personal property values, as well as real property valuation (i.e., land and buildings).

Retail development in the area will increase sales tax revenues to Murray City and Salt Lake County as local option point-of-sale tax revenue. Job growth in the Project Area will result in increased wages which will result in more local purchases which will benefit existing businesses in the area. Job growth will also result in increased income taxes paid. Business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity in the area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

b. (ii) The Associated Business and Economic Activity Likely to be Stimulated [17C-2-103(2)(b)(ii)]

Other business and economic activity likely to be stimulated includes increased spending by residents and employees in the immediate Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the direct spending of the additional residents and employees in the area.

Business will likely make purchases that may eventually result in increased employment opportunities in areas such as the following: office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, and office and printing services.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these purchases will occur within close proximity to the workplace (assuming the services are available).

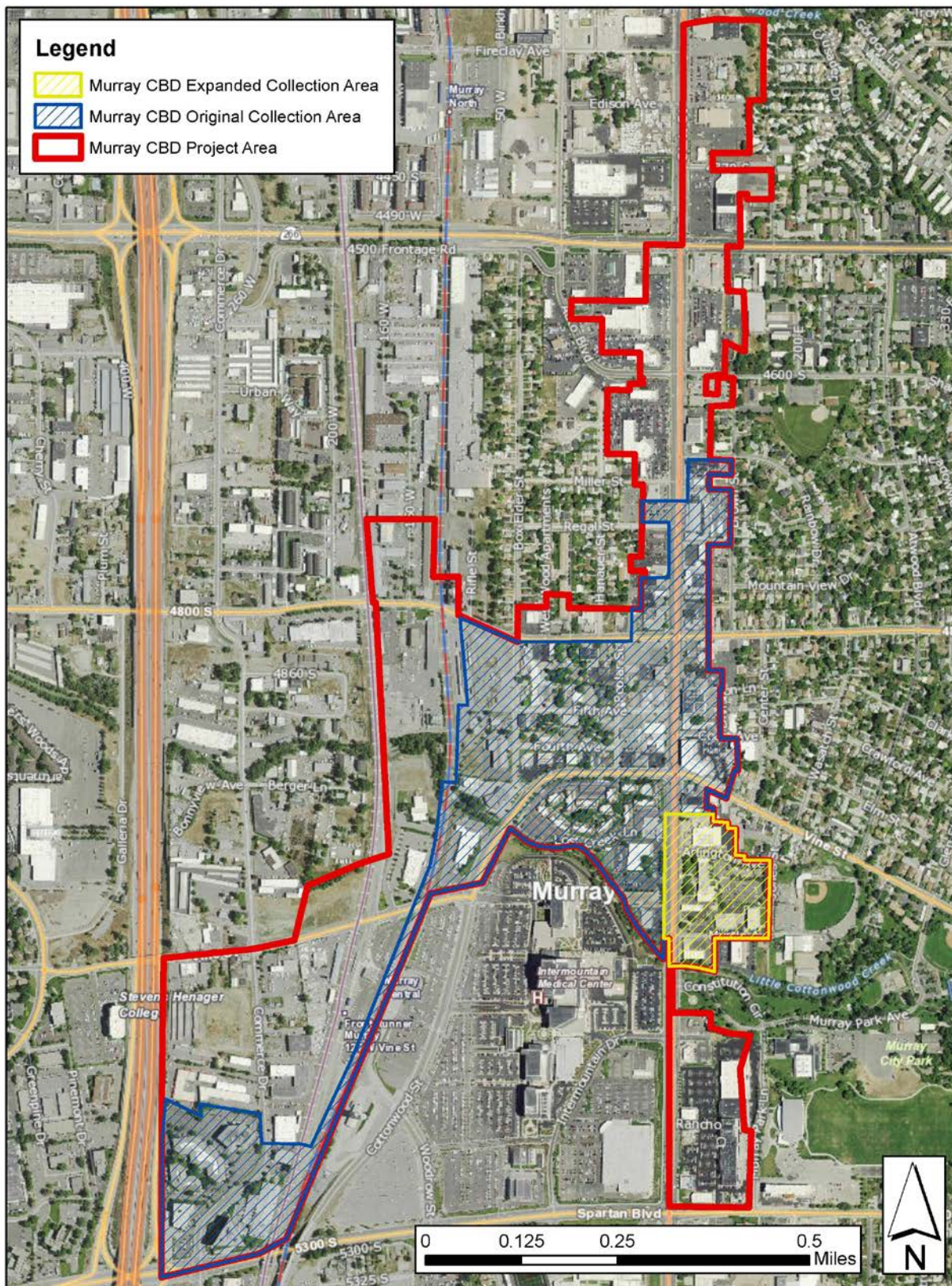
Residents will likely make convenience purchases close to home, again assuming that desired goods and services are available. These purchases include items such as: food, convenience foods, personal services, video rentals, etc.

c. (iii) Whether the Adoption of the Project Area Plan is Necessary and Appropriate to Reduce or Eliminate Blight [17C-2-103(2)(b)(iii)]

Demolition costs for the clearing of existing underutilized and blighted properties will be significant and will not allow development to go forward on an even playing field with other locations unless some form of financial incentives occur. Further, the large amount of infrastructure needed to service regional public facilities cannot be fairly absorbed by the remaining private development in the area.

This project is necessary and appropriate to further the community's goals of the reduction of blight in the area. This plan is necessary to remove blighted properties and to improve infrastructure in the area in order to make it a competitive development site at a key location in the middle of the Salt Lake Valley. Improvement of this area will spur development in surrounding areas as well.

APPENDIX A: Map of Tax Collection Areas



APPENDIX B: Parcels in Expanded Tax Collection Area

PARCEL ID	TAX DISTRICT	ACRES	2015 TAXABLE VALUE	COLLECTION AREA	LEGAL DESCRIPTION
22071570180000	21I	0.01	\$0	Expanded	BEG ON E SIDE OF STATE ST 898.92 FT E & 405.24 FT S FR NW COR LOT 2 SEC 7 T 2S R 1E S L M; E 150 FT; S 4.2 FT; S 89° 50' W 135.68 FT; NW'LY ALG CURVE TO R 16.078 FT TO BEG. 0.01AC 5229-964
22071570200000	21I	0.38	\$852,500	Expanded	BEG 12.62 CHS E & 441 FT N FR SW COR OF NW 1/4 SEC 7, T 2S, R 1E, S L M; N 92 FT; E 246 FT; S 92 FT; W 246 FT TO BEG LESS STREET 0.38 AC. 282-530. 4472-0991 679-0162 6243-1760
22071570210000	21I	0.21	\$177,200	Expanded	BEG ON E SIDE OF STATE ST 896.1 FT E & 392 FT N FR SW COR LOT 2 SEC 7 T 2S R 1E SL MER N 49 FT; E 180 FT; S 49 FT; W 180 FT TO BEG. 0.21 AC. 282-530 1271-0477,0478 5456-0054 6864-1940 8396-460 10136-1060
22071570220000	21I	0.19	\$185,600	Expanded	COM 896 FT E & 347 FT N FR SW COR LOT 2 SEC 7 T 2S R 1E SL MER E 180 FT N 45 FT W 180 FT S 45 FT TO BEG 0.19 AC 5427-1482 6337-1691 6693-0330 6937-2399 6937-2402 6951-1255 6951-1260 6323-1097 8061-0825 8193-1199
22071570400000	21I	1.59	\$0	Expanded	BEG E 1076.1 FT & N 520.34 FT FR W 1/4 COR SEC 7, T 2S, R 1E, SLM; E 400.64 FT; N 184.98 FT; W 405.5 FT M OR L; S 173.34 FT M OR L TO BEG. 1.59 AC M OR L. 6315-2498
22071570430000	21I	4.24	\$0	Expanded	BEG E 896.10 FT & N 520.34 FT FR THE W 1/4 COR OF SEC 7, T 2S, R 1E, SLM; N 347.82 FT; E 352.84 FT M OR L; S 64°10' E 34.56 FT; SE'LY ALG A 143.70 FT RADIUS CURVE TO THE L 51.66 FT; E 164 FT M OR L; S 318.02 FT M OR L; W 585.5 FT M OR L TO BEG. LESS STREET. 4.24 AC M OR L. 7130-2995,2996,2997
22071570454001	21	0.70	\$0	Expanded	BEG S 63°04'40" E 255.28 FT & S 37.01 FT FR A SALT LAKE CO MON, SD COUNTY MON BEING E 832.39 FT & S 1181.11 FT FR NW COR SEC 7, T 2S, R 1E, SLM; S 0°05'15" W 167.76 FT; S 88°20'54" E 46.35 FT; S 0°05'15" W 48.47 FT; S 86°30' E 101.55 FT; S 0°05'15" W 40.68 FT; E 54.85 FT; S 0°05'15" W 186.35 FT; W 14.11 FT M OR L; N 64°10' W 58.14 FT; NW'LY ALG CURVE TO L 83.36 FT; W 67.29 FT; N 4.2 FT; W 150 FT; N 0°05'15" E 233.85 FT; E 142.56 FT; N 0°05'15" E 57.49 FT; E 6.85 FT; N 0°05'15" E 118.04 FT; S 63°04'40" E 13.93 FT TO BEG. LESS THAT PORTION INSIDE C.B.D. NEIGHBORHOOD DEV PLAN. 0.70 AC M OR L.
22071570454002	21I	1.19	\$0	Expanded	BEG S 63°04'40" E 255.28 FT & S 37.01 FT FR A SALT LAKE CO MON, SD COUNTY MON BEING E 832.39 FT & S 1181.11 FT FR NW COR SEC 7, T 2S, R 1E, SLM; S 0°05'15" W 167.76 FT; S 88°20'54" E 46.35 FT; S 0°05'15" W 48.47 FT; S 86°30' E 101.55 FT; S 0°05'15" W 40.68 FT; E 54.85 FT; S 0°05'15" W 186.35 FT; W 14.11 FT M OR L; N 64°10' W 58.14 FT; NW'LY ALG CURVE TO L 83.36 FT; W 67.29 FT; N 4.2 FT; W 150 FT; N 0°05'15" E 233.85 FT; E 142.56 FT; N 0°05'15" E 57.49 FT; E 6.85 FT; N 0°05'15" E 118.04 FT; S 63°04'40" E 13.93 FT TO BEG. LESS THAT PORTION OUTSIDE C.B.D. NEIGHBORHOOD DEV PLAN. 1.19 AC M OR L.
22071580010000	21I	1.04	\$776,700	Expanded	BEG 896 FT E & 131.5 FT N FR SW COR LOT 2 SEC 7 T 2S R 1E S L M; N 175.5 FT E 228.54 FT S 221 FT TO CREEK NW'LY DOWN CREEK TO BEG 1.04 AC M OR L. 4855-0918 5906-2248 6835-1702 8248-1341 9267-9178 9822-3618

APPENDIX C: Owners of Parcels in Expanded Tax Collection Area

PARCEL ID	COLLECTION AREA	OWNER NAME	OWNER NAME CONTINUED
22071570180000	Expanded	MURRAY CITY CORPORATION	
22071570200000	Expanded	JAISCO PROPERTIES LLC	
22071570210000	Expanded	MONKEYBEAN STATE LLC	
22071570220000	Expanded	5063 SOUTH STATE, LLCO	
22071570400000	Expanded	MURRAY CITY SCHOOL DISTRICT	
22071570430000	Expanded	REDEVELOPMENT AGENCY OF	MURRAY CITY
22071570454001	Expanded	UNITED STATES POSTAL SERVICE	
22071570454002	Expanded	UNITED STATES POSTAL SERVICE	
22071580010000	Expanded	FREEZE, SHERMAN G; TRS ET AL	

[illegible]

EXHIBIT D-1

(To Development Agreement)

Depiction and Legal Description of Property



A parcel of land located in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and a Portion of Lot 2, Murray City Hall Subdivision, Murray City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the South Right of Way line of 4800 South Street, said point is 365.40 feet South 87°53'09" West and 32.98 feet South 02°12'14" East from the monument found at the intersection of State Street and 4800 South Street; thence along said Right of Way North 87°53'20" East 288.19 feet to the West Right of way Line of State Street; thence along

said Right of way line South 46°00'39" East 13.64 feet; thence South 00°05'23" West 449.46 feet to the North Right of way line of 5th Avenue; thence along said Right of Way line South 89°54'33" West 226.58 feet to the West line of parcel line 22-07-105-010; thence along said parcel North 00°05'43" East 122.40 feet; thence South 84°00'00" East 10.87 feet to a point 10 feet perpendicularly distant Easterly from the East face of a building; thence along said perpendicular line North 00°15'46" West 57.37 feet to a point 10 feet perpendicularly distant Northerly from the North face of a building; thence South 89°44'14" West 81.64 feet along said perpendicular line to the East boundary of Murray City Hall Subdivision Plat; thence South 89°44'14" West 98.05 feet; thence North 81°34'34" West 24.16 feet; thence North 72°53'23" West 16.14 feet to the East line of Hanauer Street; thence along said street (2) Courses; (1) North 07°40'24" East 94.56 feet; (2) North 00°08'14" East 149.23 feet; thence North 44°00'36" East 12.98 feet; thence North 87°52'58" East 115.80 feet; thence North 00°05'36" East 6.03 feet to 4800 South Street and the POINT OF BEGINNING.

Containing 155,108 square feet or 3.561 acres, more or less.

EXHIBIT D-2

(To Development Agreement)

Depiction of Agency Property, City Property, and DAR Property

Agency Property



A parcel of land located in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and a Portion of Lot 2, Murray City Hall Subdivision, Murray City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the South Right of Way line of 4800 South Street, said point is 365.40 feet South 87°53'09" West and 32.98 feet South 02°12'14" East from the monument found at the intersection of State Street and 4800 South Street; thence along said Right of Way

North 87°53'20" East 288.19 feet to the West Right of way Line of State Street; thence along said Right of way line South 46°00'39" East 13.64 feet; thence South 00°05'23" West 155.49 feet to a 12 foot wide alley; thence North 89°14'41" West 181.71 feet; thence South 00°08'14" West 105.82 feet to the Northwest corner of Parcel number 22-07-105-008; thence South 87°44'00" East 181.91 feet to the West Right of Way line of State Street; thence South 00°05'23" West 183.36 feet to the North Right of way line of 5th Avenue; thence along said Right of Way line South 89°54'33" West 226.58 feet to the West line of parcel line 22-07-105-010; thence along said parcel North 00°05'43" East 122.40 feet; thence South 84°00'00" East 10.87 feet to a point 10 feet perpendicularly distant Easterly from the East face of a building; thence along said perpendicular line North 00°15'46" West 57.37 feet to a point 10 feet perpendicularly distant Northerly from the North face of a building; thence South 89°44'14" West 81.70 feet along said perpendicular line to the East boundary of Murray City Hall Subdivision Plat; thence along said subdivision North 0°05'21" East 270.42 feet to 4800 South Street and the POINT OF BEGINNING.

Containing 102,188 square feet or 2.346 acres, more or less.

City Property



A part of Lot 2, Murray City Hall Subdivision, according to the Official Plat thereof recorded as Entry No. 14195458 in Book 2024P at Page 008 in the Office of the Salt Lake County Recorder, located in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point on the easterly line of said Lot 2, located 507.82 feet North 88°07'26" East along the monument line of 4800 South Street and 33.00 feet South 01°52'34" East and 6.00 feet South 00°18'59" West from a Salt Lake County witness monument to the Northwest corner of said Section 7 (Note: Said witness monument is located South 07°16'26" West 314.32 feet from the Northwest corner of said Section 7), and running thence along said easterly line of Lot 2, South 00°18'59" West 264.40 feet; thence South 89°58'42" West 98.05 feet to a point of curvature with a 80.00 foot radius to the right; thence westerly 24.26 feet along the arc of said curve through a central angle of 17°22'22" (chord bears North 81°20'06" West 24.16 feet); thence North 72°38'55" West 16.14 feet to the

westerly line of said Lot 2 and a point on a 360.50 foot radius non-tangent curve to the left; thence along said Lot 2 the following three (3) courses: 1) northerly 94.83 feet along the arc of said curve through a central angle of $15^{\circ}04'20''$ (chord bears North $07^{\circ}54'52''$ East 94.56 feet); thence 2) North $00^{\circ}22'42''$ East 149.23 feet; thence 3) North $44^{\circ}15'04''$ East 12.98 feet; thence North $88^{\circ}07'26''$ East 115.80 feet to the POINT OF BEGINNING.
Contains 33,085 square feet or 0.760 acres, more or less.

DAR Property



Commencing 587.4 feet East and 488.4 feet South from the Northwest corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence East 184.9 feet; thence South 100 feet; thence North 87°44' West 186.07 feet; thence North 90 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for access over and across the following described property:

Beginning at a point on a fence line on the Grantors' North property line, said point being North 11.3 chains, more or less, and South 84°00' East 470.4 feet and North 101.0 feet from the Southwest corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 88°15' East 117 feet along said fence and property line to the Northeast corner of Grantors' property; thence South 24.0 feet; thence South 88°15' West 117 feet to the Grantors' West property line; thence North 24.0 feet to the point of beginning.

EXHIBIT E

(To Development Agreement)

Initial Plan

PROJECT SUMMARY:

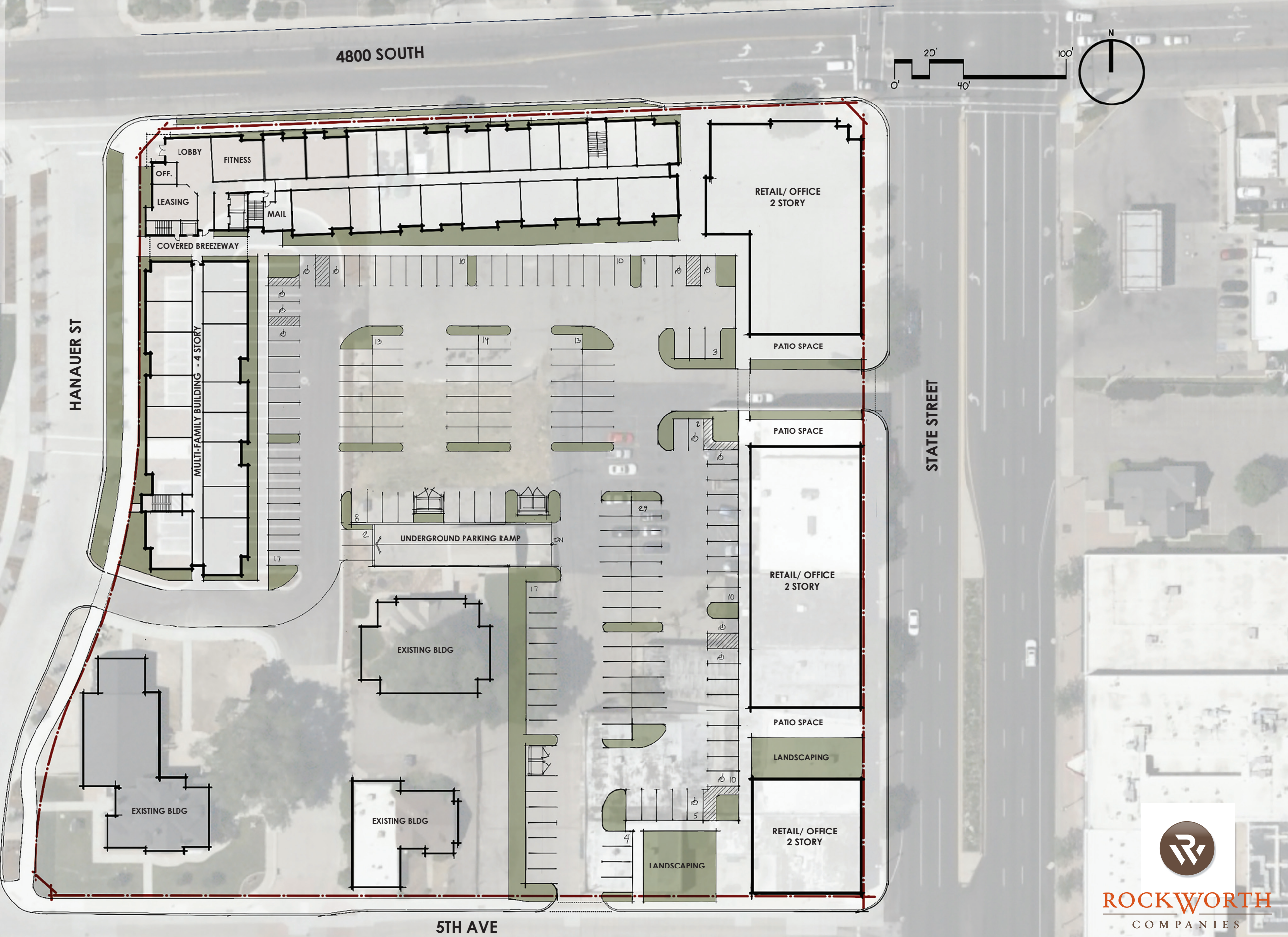
MULTI-FAMILY BUILDING: ±149 UNITS
STUDIO: ±62 UNITS
ONE BEDROOM: ±55 UNITS
TWO BEDROOM: ±33 UNITS

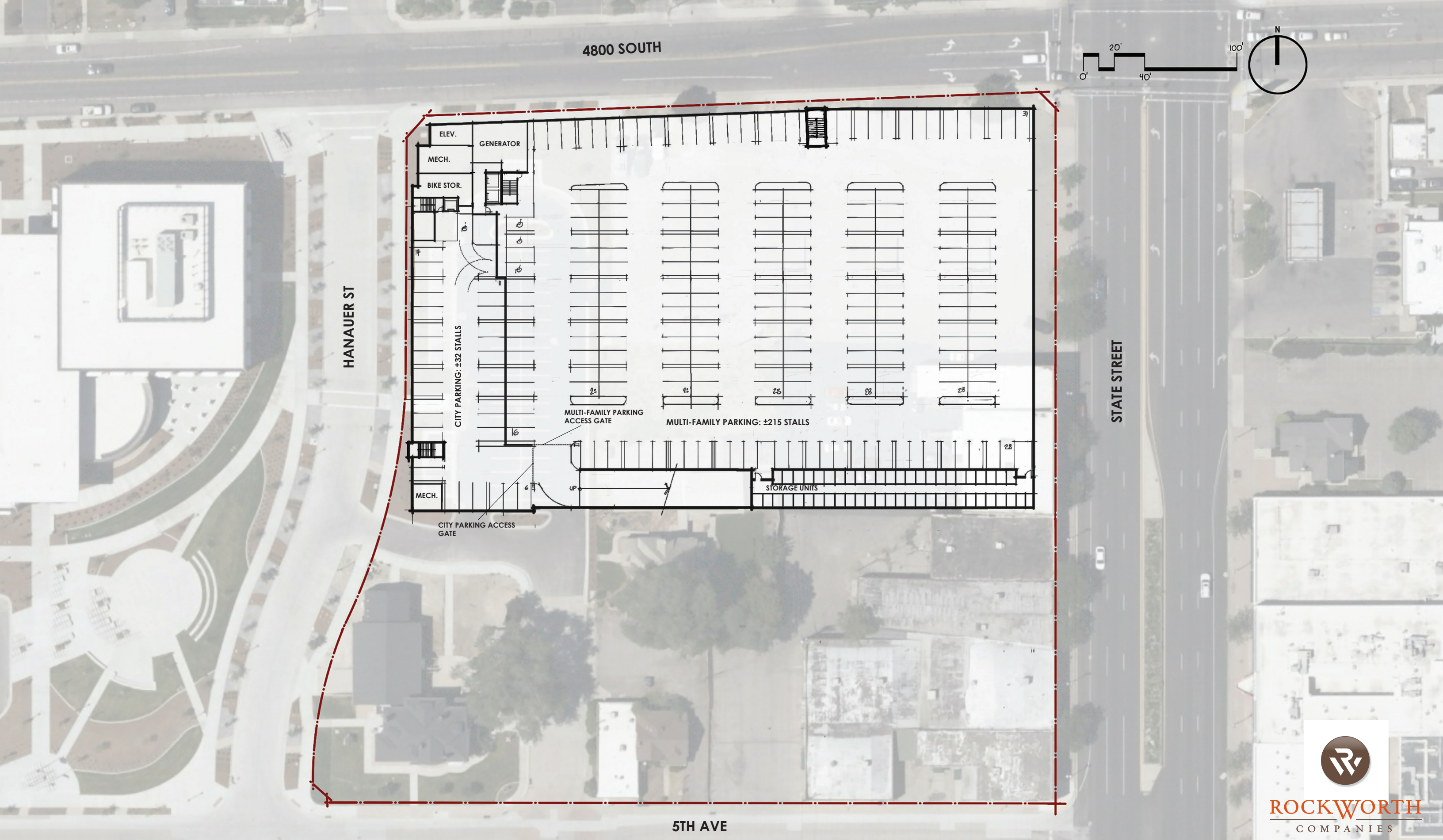
RETAIL/ OFFICE: ±48,600 SQ.FT.

PROVIDED PARKING:

PARKING STRUCTURE: ±247 STALLS
MULTI-FAMILY: ±215 STALLS
CITY EMPLOYEE: ±32 STALLS

SURFACE PARKING: ±179 STALLS
MULTI-FAMILY/ CITY ADA: ±5 STALLS
RETAIL/OFFICE: ±174 STALLS





MIXED-USE DEVELOPMENT - MURRAY, UTAH

CONCEPTUAL SITE PLAN - UNDERGROUND PARKING LEVEL

03.13.2025

THE RICHARDSON
DESIGN PARTNERSHIP
TEL: 801.355.6868
WWW.TRDP.COM



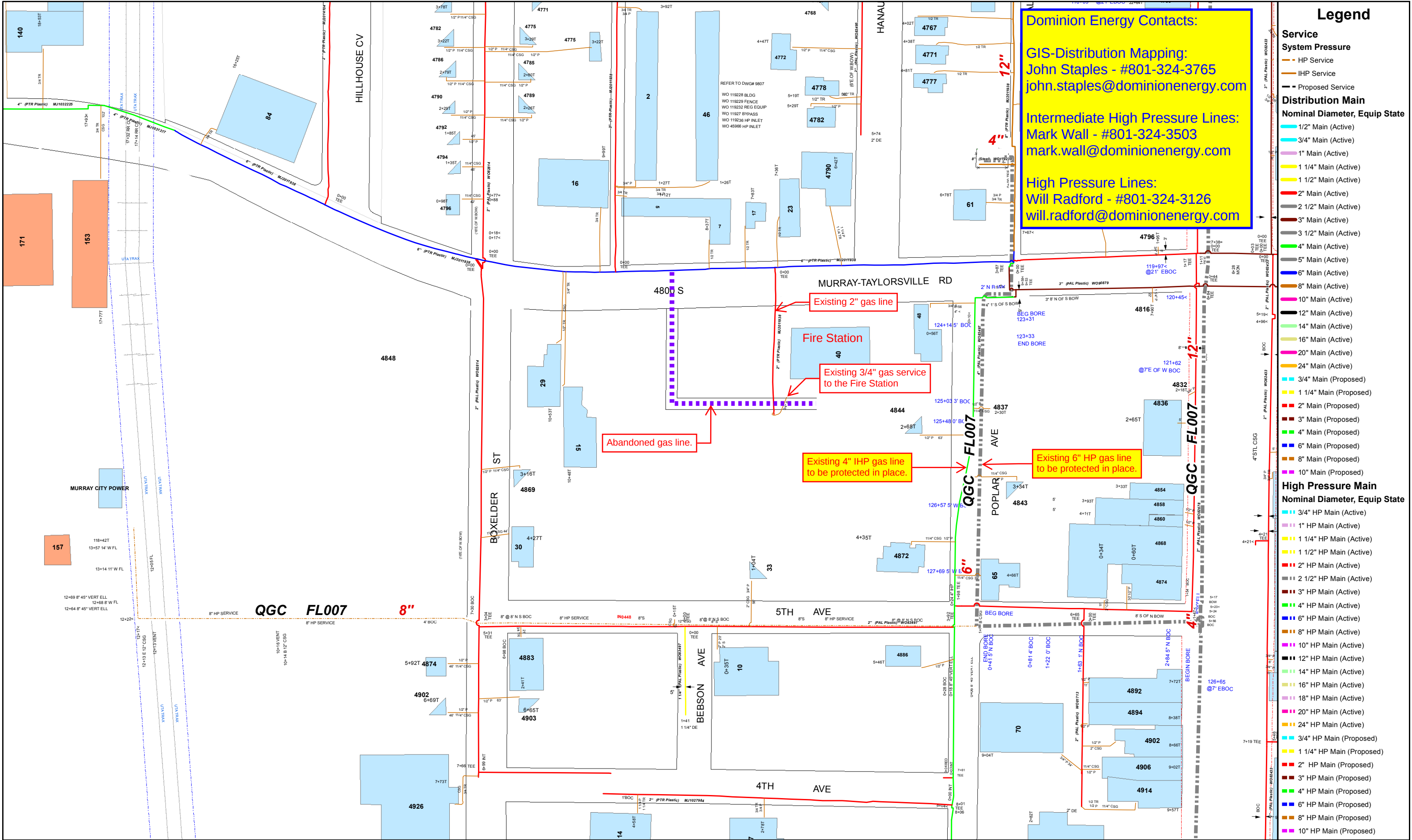




EXHIBIT F

(To Development Agreement)

Approximate Location of Gas Line(s)



Dominion Energy Contacts:

GIS-Distribution Mapping:
John Staples - #801-324-3765
john.staples@dominionenergy.com

Intermediate High Pressure Lines:
Mark Wall - #801-324-3503
mark.wall@dominionenergy.com

High Pressure Lines:
Will Radford - #801-324-3126
will.radford@dominionenergy.com

Legend

- Service**
- HP Service
 - IHP Service
 - Proposed Service
- Distribution Main**
- Nominal Diameter, Equip State**
- 1/2" Main (Active)
 - 3/4" Main (Active)
 - 1" Main (Active)
 - 1 1/4" Main (Active)
 - 1 1/2" Main (Active)
 - 2" Main (Active)
 - 2 1/2" Main (Active)
 - 3" Main (Active)
 - 3 1/2" Main (Active)
 - 4" Main (Active)
 - 5" Main (Active)
 - 6" Main (Active)
 - 8" Main (Active)
 - 10" Main (Active)
 - 12" Main (Active)
 - 14" Main (Active)
 - 16" Main (Active)
 - 20" Main (Active)
 - 24" Main (Active)
 - 3/4" Main (Proposed)
 - 1 1/4" Main (Proposed)
 - 2" Main (Proposed)
 - 3" Main (Proposed)
 - 4" Main (Proposed)
 - 6" Main (Proposed)
 - 8" Main (Proposed)
 - 10" Main (Proposed)
- High Pressure Main**
- Nominal Diameter, Equip State**
- 3/4" HP Main (Active)
 - 1" HP Main (Active)
 - 1 1/4" HP Main (Active)
 - 1 1/2" HP Main (Active)
 - 2" HP Main (Active)
 - 2 1/2" HP Main (Active)
 - 3" HP Main (Active)
 - 3 1/2" HP Main (Active)
 - 4" HP Main (Active)
 - 6" HP Main (Active)
 - 8" HP Main (Active)
 - 10" HP Main (Active)
 - 12" HP Main (Active)
 - 14" HP Main (Active)
 - 16" HP Main (Active)
 - 18" HP Main (Active)
 - 20" HP Main (Active)
 - 24" HP Main (Active)
 - 3/4" HP Main (Proposed)
 - 1 1/4" HP Main (Proposed)
 - 2" HP Main (Proposed)
 - 3" HP Main (Proposed)
 - 4" HP Main (Proposed)
 - 6" HP Main (Proposed)
 - 8" HP Main (Proposed)
 - 10" HP Main (Proposed)

EXHIBIT G

(To Development Agreement)

Location of Underground Parking Structure

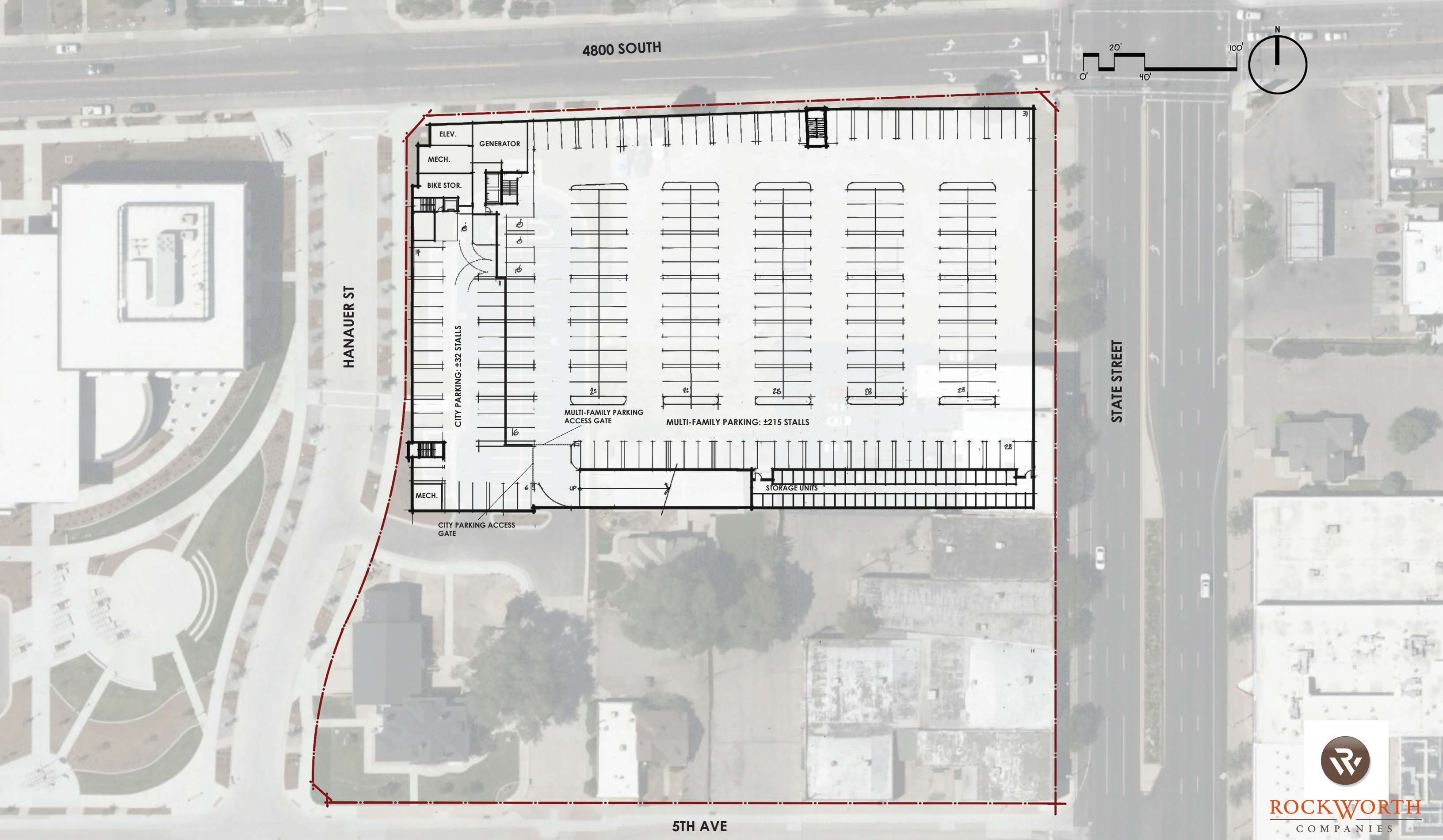


EXHIBIT H-1

(To Development Agreement)

Form of Quitclaim Deed and Escrow Instructions for Agency Property

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Redevelopment Agency of Murray City
Attn: Chad Wilkinson, CED Director
10 East 4800 South, Second Floor
Murray, Utah 84107

APNs.: 22-07-105-003,
22-07-105-004 (partial, approximately 0.20 acres);
22-07-105-008,
22-07-105-009,
22-07-105-011 thru - 017.

QUIT CLAIM DEED

ROCKWORTH COMPANIES, LLC, Grantor, of 4655 South 2300 East, Suite #205, Holladay, UT 84117, hereby quitclaims to REDEVELOPMENT AGENCY OF MURRAY CITY, Grantee, of 10 East 4800 South, Second Floor, Murray, Utah, the following described real property in Salt Lake County, Utah, to wit:

[LEGAL DESCRIPTION]

To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0.00.

Witness the hand of said Grantor this ___ day of _____ 20__.

ROCKWORTH COMPANIES, LLC
a Utah limited liability company

By:

Its:

STATE OF UTAH)
)
County of Salt Lake)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by
_____ as the _____ of Rockworth Companies, LLC, a Utah
limited liability company.

Notary Public

My commission expires: _____
Accepted this ____ day of _____.20__.

REDEVELOPMENT AGENCY OF MURRAY CITY

Diane Turner, Chair

Attest:

Brooke Smith, Agency Secretary,
City Recorder

Form of Escrow Instructions for Quitclaim Deed

Title Company

Address

City, State, Zip

Attention: _____

Re: Escrow No. _____

Rockworth Companies, LLC a Utah limited liability company ("Developer"), has entered into that certain Real Property Disposition Agreement and that certain Development Agreement with the Redevelopment Agency of Murray City, ("Agency") dated as of _____, 2025 which was recorded _____, 20__ as Document No. _____, Records of Salt Lake County, Utah whereby Agency agreed to convey to the Developer or its assignees certain real property (the "Property") in the Central Business District Urban Renewal Project Area. The Property is the subject of this escrow and is described in the accompanying quitclaim deed ("Quitclaim Deed").

Section 6.2(a) of the Development Agreement and Section 2 of the Special Warranty Deed provides that, under certain circumstances, Agency is entitled to reconveyance of the Property pursuant to a Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from Agency a notice signed by the Agency's Executive Director certifying that a copy of said notice has been delivered concurrently to Developer and certifying that a termination in favor of Agency of the title, and of all of the rights and interest of Developer in the Property has occurred, and that rights to the Property described in the Quitclaim Deed have reverted in Agency pursuant to the Special Warranty Deed ("Notice of Termination"), you shall at the end of thirty (30) days after receipt of said instructions record the subject Quitclaim Deed unless within said thirty (30) day period, you are notified by Agency that Agency has withdrawn the Notice of Termination, or unless you receive written notice of a claim or objection by Developer with respect to the Agency's notice. In the event that you receive a copy of a Certificate of Completion issued by Agency with respect to the Project (either an original or one certified by Developer as being a duplicate of the original), you will forthwith return the Quitclaim Deed to Developer. In the event that there still remains in your possession an undisposed Quitclaim Deed by [insert date _____ ()] months after scheduled date for completion of improvements you shall contact Agency and Developer as to its disposition.

These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

ROCKWORTH COMPANIES, LLC
a Utah limited liability company

By:

Its:

REDEVELOPMENT AGENCY OF MURRAY CITY
a Utah community reinvestment agency and
subdivision

political

Diane Turner, Chair

Attest:

Brooke Smith, Agency Secretary,
City Recorder

Accepted and agreed to this ____ day of _____, 2025

TITLE COMPANY

By _____

EXHIBIT H-2

(To Development Agreement)

Form of Quitclaim Deed and Escrow Instructions for City Property

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Murray City
Attn: Chad Wilkinson, CED Director
10 East 4800 South, Second Floor
Murray, Utah 84107

Assessor's Parcel No. 22-07-105-019 (partial, approximately 0.76 acres)

QUITCLAIM DEED

ROCKWORTH COMPANIES, LLC, Grantor, of 4655 South 2300 East, Suite #205, Holladay, UT 84117, hereby quitclaims to MURRAY CITY, Grantee, of 10 East 4800 South, Murray, Utah, the following described real property in Salt Lake County, Utah, to wit:

[LEGAL DESCRIPTION]

To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0.00.

Witness the hand of said Grantor this __ day of _____ 20__.

ROCKWORTH COMPANIES, LLC
a Utah limited liability company

By:

Its:

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by
_____ as the _____ of Rockworth Companies, LLC, a Utah
limited liability company.

Notary Public

My commission expires: _____

Accepted this ____ day of _____.20__.

MURRAY CITY

Brett A. Hales, Mayor

Attest:

Brooke Smith, City Recorder

Form of Escrow Instructions for Quitclaim Deed

Title Company

Address

City, State, Zip

Attention: _____

Re: Escrow No. _____

Rockworth Companies, LLC a Utah limited liability company ("Developer"), has entered into that certain Real Property Disposition Agreement and that certain Development Agreement with Murray City ("City") dated as of _____, which was recorded _____, 20__ as Document No. _____, Records of Salt Lake County, Utah, whereby City will convey to the Developer or its assignees certain real property (the "Property") in the Central Business District Urban Renewal Project Area. The Property is the subject of this escrow and is described in the accompanying quitclaim deed ("Quitclaim Deed").

Section 6.2(a) of the Development Agreement and section 2 of the Special Warranty Deed provides that, under certain circumstances, City is entitled to reconveyance of the Property pursuant to a Quitclaim Deed and Escrow Instructions. This document constitutes those escrow instructions and is for the purpose of irrevocably instructing you as to the disposition of the accompanying Quitclaim Deed.

In the event that you receive from City a notice signed by the City's Mayor certifying that a copy of said notice has been delivered concurrently to Developer and certifying that a termination in favor of City of the title, and of all of the rights and interest of Developer in the Property has occurred, and that rights to the Property described in the Quitclaim Deed have reverted in City pursuant to the Disposition Agreement ("Notice of Termination"), you shall at the end of thirty (30) days after receipt of said instructions record the subject Quitclaim Deed unless within said thirty (30) day period, you are notified by City that City has withdrawn the Notice of Termination, or unless you receive written notice of a claim or objection by Developer with respect to the Agency's notice. In the event that you receive a copy of a Certificate of Completion issued by City with respect to the Project (either an original or one certified by Developer as being a duplicate of the original), you will forthwith return the Quitclaim Deed to Developer. In the event that there still remains in your possession an undisposed Quitclaim Deed by [insert date _____ ()] months after scheduled date for completion of improvements you shall contact City and Developer as to its disposition. These instructions may not be withdrawn or in any way amended, modified or waived without the prior written consent of both of the parties hereto.

Please indicate your acceptance of and agreement to carry out these instructions as indicated below.

Rockworth Companies, LLC
a Utah limited liability company

By:
Its:

MURRAY CITY
a Utah municipal corporation and political

subdivision

Brett A. Hales, Mayor

Attest:

Brooke Smith, City Recorder

Accepted and agreed to this ____ day of _____, 2025

TITLE COMPANY

By_____