

**REDEVELOPMENT AGENCY MEETING AGENDA
LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the Redevelopment Agency (RDA) of Layton, Utah, will hold a public meeting in the Council Conference Room of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **5:30 PM on October 6, 2022.**

AGENDA ITEMS:

1. Reimbursement Agreement between the Redevelopment Agency of Layton City and Boulder Ranch L.C., Boulder Ranch L.L.C., 159 S Main L.L.C., North Utah Holdings L.L.C., and Winkel Rock, LLC – RDA Resolution 22-02

ADJOURN:

Notice is hereby given that:

- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Conference Room, 437 North Wasatch Drive, Layton City. Elected Officials at remote locations may be connected to the meeting electronically.

Date: _____ **By:** _____
Kimberly S Read, City Recorder

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Jamie Senninger at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3826 or 801.336.3820.

**REDEVELOPMENT AGENCY OF LAYTON CITY
AGENDA ITEM COVER SHEET**

Item Number: 1.

Subject:

Reimbursement Agreement between the Redevelopment Agency of Layton City and Boulder Ranch L.C., Boulder Ranch L.L.C., 159 S Main L.L.C., North Utah Holdings L.L.C., and Winkel Rock, LLC – RDA Resolution 22-02

Background:

Boulder Ranch L.C., Boulder Ranch L.L.C., 159 S Main L.L.C., North Utah Holdings L.L.C. (Owner), and Winkel Rock, LLC (Developer) represent all property ownership within the project area located between 69 S Main Street and 275 S Main Street (see Project Site Map included with this report as Exhibit A). Phase I of the project is located between 69 S Main Street and a portion of 189 S Main Street. The Owner and Developer are requesting financial reimbursement costs totaling \$23,400 toward Phase I of their project as outlined in the attached Reimbursement Agreement between the Redevelopment Agency of Layton City, Owner and Developer (Agreement). The South Main/ South Fort Lane Redevelopment Project Plan Area and Budget has funding for this purpose which has been retained from the annual tax increment collected and used for housing in accordance with §17C Utah Code.

Alternatives:

Alternatives are to: 1) Adopt RDA Resolution 22-02 approving a Reimbursement Agreement between the Redevelopment Agency of Layton City and Boulder Ranch L.C., Boulder Ranch L.L.C., 159 S Main L.L.C., North Utah Holdings L.L.C., and Winkel Rock, LLC; 2) Adopt RDA Resolution 22-02 with any amendments the Council deems appropriate; or 3) Not adopt RDA Resolution 22-02 and remand to Staff with directions.

Recommendation:

Staff recommends the Agency Adopt RDA Resolution 22-02 approving a Reimbursement Agreement between the Redevelopment Agency of Layton City and Boulder Ranch L.C., Boulder Ranch L.L.C., 159 S Main L.L.C., North Utah Holdings L.L.C., and Winkel Rock, LLC and authorize the Chair to execute the Agreement.

RDA RESOLUTION 22-02

ADOPTING AND APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY AND BOULDER RANCH L.C., BOULDER RANCH L.L.C., 159 S MAIN L.L.C., NORTH UTAH HOLDINGS L.L.C., AND WINKEL ROCK, LLC

WHEREAS, the Redevelopment Agency of Layton City (hereinafter called the "Agency") has prepared and adopted, and Layton City through its Council (hereinafter called "the City") and the adoption of Ordinance 04-44, has approved, the South Main/South Fort Lane Redevelopment Project Area Plan and Budget dated June 17, 2004 (hereinafter called the "Development Plan"), providing for the development of certain lands within the Development Plan boundary (hereinafter called the "RDA Plan Area") and the future uses of such land, which Development Plan has been filed in the office of the City Recorder of the City and the Agency; and

WHEREAS, to enable the Agency to achieve the objectives of the Development Plan, and particularly to make the land in the Development Plan viable for development by private enterprise for uses specified in the Development Plan, the Agency desires to enter into this Agreement with Boulder Ranch L.C., Boulder Ranch L.L.C., 159 S Main L.L.C., North Utah Holdings L.L.C. (hereinafter called "the Owner"), and Winkel Rock, LLC (hereinafter called "the Developer"); and

WHEREAS, the Owner owns certain land ("Site") situated in the RDA Plan Area to be developed as Phase I (hereinafter called "the Project"), which land is located approximately between 69 S Main Street and 189 S Main Street Layton, Utah 84041 and otherwise known as all, or a portion of, Parcels 11-061-0227, 11-061-0173, 11-061-0157, 11-061-0158, 11-061-0029, 11-061-0036, and 11-061-0231 as recorded in the Davis County Utah Recorder's Office, containing approximately 6.259 acres (hereinafter called "the Site"), and the Developer desires to develop the Site for and in accordance with uses specified in the Development Plan, City land use ordinances, and the City's General Plan; and

WHEREAS, the Developer intends to construct a Project and improve certain property; and

WHEREAS, the Agency believes that the development of the Site, pursuant to this Agreement and the Development Plan, and the fulfillment generally of this Agreement and the intentions set forth herein, are in the vital and best interests of the City, the Agency and in the best interest of the health, safety, morals, and welfare of City residents; and are in accord with the public purposes and provisions of the applicable State laws and requirements under which said Project has been undertaken and is being assisted; and

WHEREAS, the Agency is willing to assist with tax increment and reimbursement in accordance with the provisions of the Development Plan and this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF LAYTON, UTAH:

1. That the agreement entitled "REIMBURSEMENT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF LAYTON CITY AND BOULDER RANCH L.C., BOULDER RANCH L.L.C., 159 S MAIN L.L.C., NORTH UTAH HOLDINGS L.L.C., AND WINKEL ROCK, LLC" which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Agency Chair be authorized to execute the Agreement.

3. This Resolution shall become effective immediately upon adoption by the Agency.

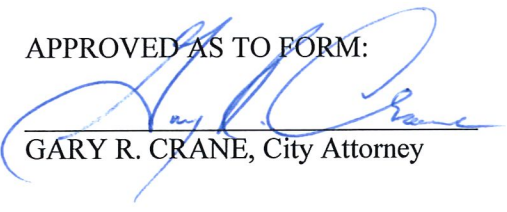
PASSED AND ADOPTED by the City Council of Layton, Utah, this **6th day of October, 2022**.

JOY PETRO, Chair

ATTEST:

KIMBERLY S READ, Secretary

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney



CHAD WILKINSON, Department Director
Community and Economic Development

**REIMBURSEMENT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY
OF LAYTON CITY AND BOULDER RANCH L.C., BOULDER RANCH L.L.C., 159 S
MAIN L.L.C., NORTH UTAH HOLDINGS L.L.C., AND WINKEL ROCK, LLC**

This **REIMBURSEMENT AGREEMENT** (this “**Agreement**”) is made as of this ____ day of _____, 2022 (the “**Effective Date**”), by and between BOULDER RANCH L.C., a Utah limited company, and BOULDER RANCH L.L.C., a Utah limited liability company, 159 S MAIN L.L.C., a Utah limited liability company, and NORTH UTAH HOLDINGS L.L.C., a Utah limited liability company (collectively, the “**Owner**”), and WINKEL ROCK, LLC, a Utah limited liability company (“**Developer**”), and the REDEVELOPMENT AGENCY OF LAYTON CITY, a political subdivision of the State of Utah (the “**Agency**”). Owner, Developer and the Agency are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. The Agency and Layton City, Utah (the “**City**”) have created the South Main/South Fort Lane Redevelopment Project Area (the “**Project Area**”) through the adoption of the South Main/South Fort Lane Redevelopment Project Area Plan (the “**Plan**”) and the South Main/South Fort Lane Redevelopment Project Area Plan Budget (the “**Budget**”) pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C, *et seq.*, Utah Code Annotated, as amended (the “**Act**”).

B. Owner owns fee title to, and Developer is the developer of, certain real property located in Layton City, Davis County, Utah, as more particularly described and depicted on **Exhibit A** attached hereto (the “**Property**”), which is located within the boundaries of the Project Area.

C. A portion of the Property is currently operated as the Cedarwood Mobile Home Park (the “**Park**”) but is now contemplated to be developed by Developer as a multifamily, retail, commercial, and hospitality development (the “**Mixed-Use Project**”). The Mixed-Use Project is anticipated to be completed in multiple phases, with Developer currently proceeding with the first phase of the Mixed-Use Project, consisting of multifamily apartments and mixed use retail and office fronting Main Street (“**Phase I**”).

D. Owner, as an affiliated entity of one of Developer’s members, has an interest in the development and completion of the Mixed-Use Project.

E. A portion of the Park must be closed to develop Phase I of the Mixed-Use Project, which requires certain notice from Owner to be delivered to the Park’s residents in accordance with the Utah Mobile Home Park Residency Act (the “**Park Closure Notice**”), and the residents within Phase I of the Mixed-Use Project must be relocated. On or about March 19, 2021, the Owner delivered the Park Closure Notice to the fifteen (15) residents that are located within Phase I of the Mixed-Use Project (the “**Residents**”). The Residents were required to vacate the Park on or before March 1, 2022.

F. Without legal obligation or requirement to do so, Owner, in conjunction with the Developer in anticipation of entering into this Agreement, has offered and provided various forms of financial assistance and guidance to help the Residents' relocation from the Park (collectively, the "**Phase I Relocation Costs**").

G. The Parties desire to enter into this Agreement to provide for and memorialize participation by the Agency in reimbursement payment toward a portion of the Phase I Relocation Costs in accordance with the provisions of this Agreement.

H. The Agency is authorized to enter into this Agreement with Owner and Developer and utilize Agency Project Area Housing Allocation Funds for the purposes set forth herein pursuant to Section 17C-1-411 of the Act.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** Each of the foregoing recitals are hereby incorporated into this Agreement by this reference and are made a part hereof.

2. **Phase I Relocation Costs Agency Financing.**

2.1 **Owner's and Developer's Obligations.** Owner, in conjunction with the Developer, shall take all actions reasonably necessary to cause permanent closure of the portion of the Park identified as Phase I of the Mixed-Use Project, including communication and coordination with the Residents to evaluate and determine the respective individual needs of the Residents to assist with their relocation from the Park. The budget for the Phase I Relocation Costs is estimated to total Sixty-Four Thousand Nine Hundred Dollars and 00/100 (\$64,900.00). For purposes of this Agreement, the Phase I Relocation Costs shall include, without limitation or obligation, forgiveness of debt, payments to third-parties for the movement and transportation of mobile homes, and/or one-time payments to certain Residents to assist with such Residents' financial burden caused by the Park's closure, as to Phase I, and immediate and permanent removal from the Property in its entirety, all structures, private property and debris that could in any way impede, delay or obstruct development of the Mixed-Use Project within Phase I. Owner and Developer (or one of its affiliated entities) shall be solely responsible for all direct payments to Residents and/or other third-parties relative to the Phase I Relocation Costs.

2.2 **Confidential Information.** Personal commercial information or non-individual financial information disclosed or transacted between the Owner and Resident for the purpose of relocation shall be considered a Trade Secret in accordance with Section 13-24-2 of the Utah Code, and as the disclosure of such information could reasonably be expected to result in unfair competitive injury to the Owner or Developer, such Trade Secret shall be deemed and construed to be a "protected record" in accordance with Section 63G-2-305(2) of the Utah Code, and remain private and confidential if the Owner or Developer provides to the Agency a (A) a written claim

of business confidentiality; and (B) a concise statement of reasons supporting the claim of business confidentiality in accordance with Section 63G-2-309 of the Utah Code.

2.3 Participation by Agency. The Agency will participate in the Phase I Relocation Costs by paying a total of Twenty-Three Thousand Four Hundred Dollars and 00/100 (\$23,400.00) (the “**Payment**”) toward the relocation of the Residents, pursuant to the terms of this Agreement. Owner or Developer shall provide evidence to the Agency that all of their respective obligations identified in Section 2.1 of this Agreement have been specifically and fully executed by the Owner or Developer, respectively and that the funds were used exclusively for reimbursement of the Phase I Relocation Costs incurred by the Owner or Developer. The Payment shall be made to the Owner within thirty (30) days after the Agency has verified (which verification may not take longer than ten (10) business days from the Agency’s receipt of the foregoing evidence provided by Owner or Developer), in its reasonable discretion, that Owner or Developer has completed the obligations under this Agreement. Owner or Developer shall not be entitled to any payments or reimbursement from Agency or City for any Phase I Relocation Costs in excess of the Payment.

2.4 The Park. Nothing in this Agreement applies to, limits, or affects the ownership, use, operation, status, or any other rights of all other portions of the Park that is not a part of Phase I of the Mixed-Use Project. The City agrees and affirms that the remaining use, operation, status, and any other rights to legally operate the remaining portion of the Park that is not Phase I remain intact and are not otherwise affected by this Agreement.

3. Term. The term of this shall expire ninety days (90) from the date this Agreement is fully executed.

4. Attorneys’ Fees. In the event any Party finds it necessary to bring any action, or other legal proceeding against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other legal proceeding shall be paid all reasonable costs and reasonable attorneys’ fees by the non-prevailing Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorneys’ fees shall be included therein, such fees to be set by the judge and not a jury.

5. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

6. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

8. **Governing Law.** This Agreement is entered into in the State of Utah and shall be construed and interpreted under the laws of the State of Utah without giving effect to principles of conflicts of law.

9. **Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

10. **Successors and Assigns.** A Party shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each other Party hereto (which shall not be unreasonably withheld or delayed). Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect. Subject to the limitations set forth above, this Agreement shall be binding upon, and shall inure to the benefit of, each of the Parties and their successors and assigns.

11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

12. **Time of the Essence.** Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AGENCY:

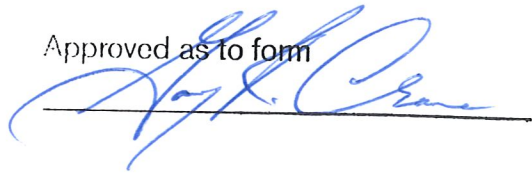
Redevelopment Agency of Layton City,
a political subdivision of the State of Utah

By _____
Name _____
Its: Chair

Attest:

Secretary

Approved as to form



OWNER:

Boulder Ranch L.C.,
a Utah limited company

By _____
Name _____
Its _____

State of Utah)
 : SS
County of Davis)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who affirmed that he is the Manager of BOULDER RANCH, L.C., a Utah Limited Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.

Notary Public

OWNER:

Boulder Ranch L.L.C.,
a Utah limited liability company

By _____
Name _____
Its _____

State of Utah)
 : SS
County of Davis)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who affirmed that he is the Manager of BOULDER RANCH, L.L.C., a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.

Notary Public

OWNER:

North Utah Holdings L.L.C.,
a Utah limited liability company

By _____
Name _____
Its _____

State of Utah)
 : SS
County of Davis)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who affirmed that he is the Manager of NORTH UTAH HOLDINGS, L.L.C., a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.

Notary Public

DEVELOPER:

159 S Main L.L.C.,
a Utah limited liability company

By _____
Name _____
Its _____

State of Utah)
 : SS
County of Davis)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who affirmed that he is the Manager of 159 S Main, LLC, a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.

Notary Public

[Signature Page Continues Below]

DEVELOPER:

Winkel Rock L.L.C.,
a Utah limited liability company

By _____
Name _____
Its _____

State of Utah)
 : SS
County of Davis)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who affirmed that he is the Manager of WINKEL ROCK, LLC, a Utah Limited Liability Company, and acknowledged to me that he is authorized to, and did in fact execute the foregoing Reimbursement Agreement. Witness my hand and official seal.

Notary Public

EXHIBIT A

Legal Description of Phase I

Phase I of the Mixed-Use Project located in Layton City, Davis County, Utah is more particularly described and depicted as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT IN THE CENTERLINE OF KAYS CREEK, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY AND NON ACCESS LINE OF INTERSTATE 15, SAID POINT ALSO BEING LOCATED NORTH 89°28'04" WEST ALONG SECTION LINE 1270.98 FEET (BASIS OF BEARING) (NORTH 89°27'20" WEST 1271.00 FEET BY DEED) AND SOUTH 84.50 FEET AND NORTH 77°14'00" WEST 108.64 FEET (NORTH 77°13'31" WEST BY DEED) FROM A FOUND BRASS CAP MONUMENT MARKING THE NORTH QUARTER CORNER OF SAID SECTION 28; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 77°14'00" EAST 146.12 FEET, 2) SOUTH 42°21'05" EAST 210.72 FEET TO A POINT ON A 1759.90 FOOT TANGENT RADIUS CURVE TO THE RIGHT, 3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°53'35" A DISTANCE OF 211.73 FEET (CHORD BEARS SOUTH 40°41'49" EAST 211.60 FEET); THENCE SOUTH 47°38'55" WEST 386.32 FEET; THENCE SOUTH 64°35'28" WEST 81.55 FEET; THENCE SOUTH 25°24'32" EAST 205.85 FEET; THENCE SOUTH 1°35'03" EAST 46.21 FEET; THENCE SOUTH 88°25'02" WEST 146.85 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 25°24'32" WEST 515.66 FEET TO THE CENTER LINE OF SAID KAYS CREEK; THENCE ALONG SAID CREEK THE FOLLOWING FOUR (4) COURSES; 1) NORTH 62°43'40" EAST 98.30 FEET TO A POINT ON A 70.0 FOOT TANGENT RADIUS CURVE TO THE LEFT, 2) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°32'16" A DISTANCE OF 58.08 FEET (CHORD BEARS NORTH 38°57'32" EAST 56.43 FEET), 3) NORTH 15°11'24" EAST 159.73 FEET, 4) NORTH 16°27'33" EAST 178.28 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 272,658 SQUARE FEET OR 6.259 ACRES (3 LOTS)

[DEPICTION ON THE FOLLOWING PAGE]

Exhibit A

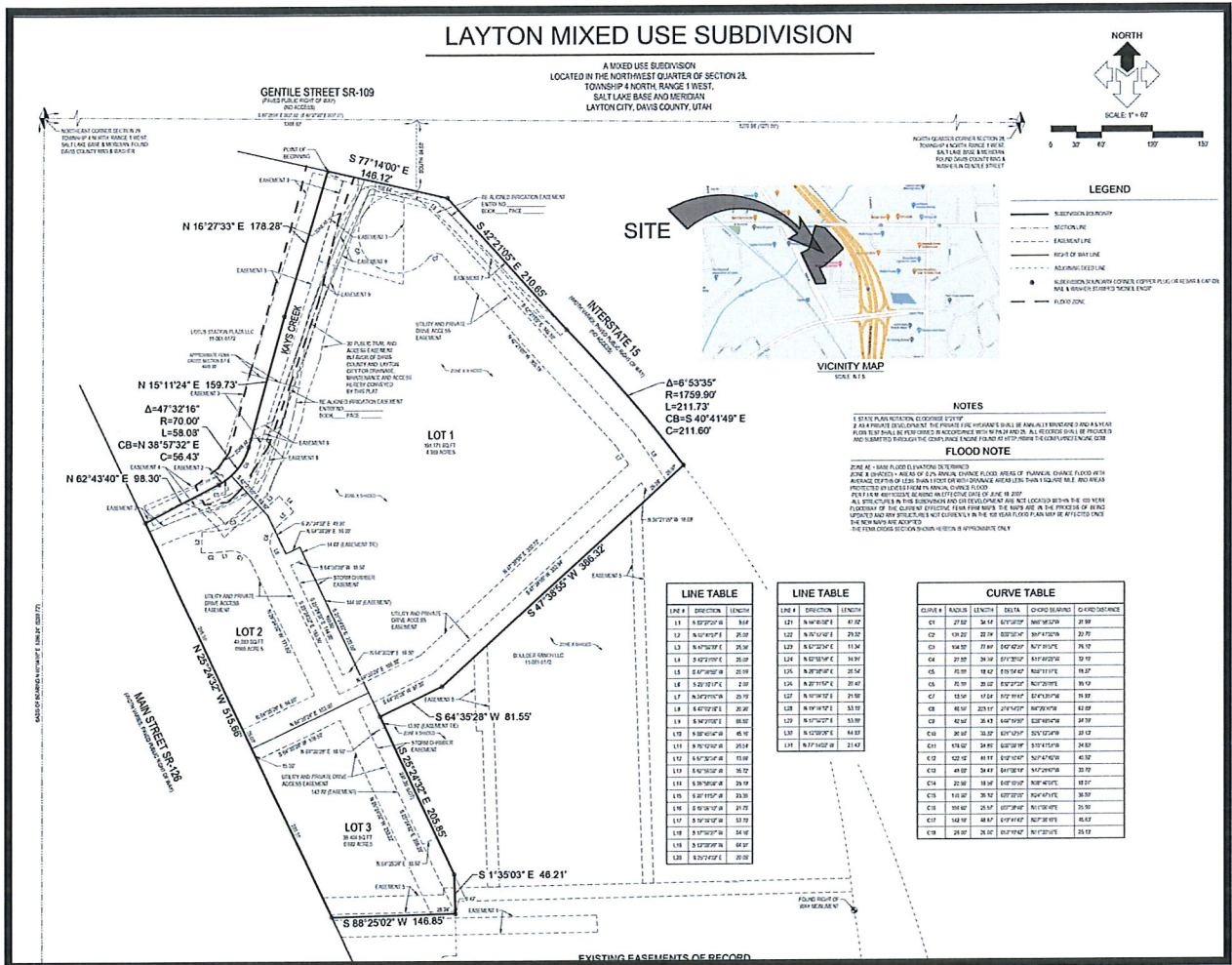


Exhibit A

EXHIBIT A PROJECT SITE MAP

