Resolution No. RD 21-09

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF SANDY CITY AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE PURCHASE AND SALE AGREEMENT WITH RADDON SUMMIT, LLC RELATING TO CERTAIN VACANT LAND LOCATED AT OR NEAR THE INTERSECTIONS OF MONROE STREET, MALL RING RD, AND 10200 SOUTH AND CENTENNIAL PKWY.

WHEREAS the Redevelopment Agency of Sandy City (the "Agency") has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, "Limited Purpose Local Government Entities—Community Reinvestment Agency Act" (the "Act");

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the Civic Center North Redevelopment Project Area (the "Project Area"), entered into a Purchase and Sale Agreement and Escrow Instructions with Raddon Summit, LLC dated October 22, 2019 (as previously amended, the "Agreement"), relating to land located at or near the intersections of Monroe Street, Mall Ring Rd, and 10200 South and Centennial Pkwy, as applicable, in Sandy City, in the Project Area; and

WHEREAS, the Agency has determined that the Agreement needs to be modified as set forth in the Addendum No. 1 attached hereto in substantially final form as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF SANDY CITY:

1. The Addendum in substantially the form attached hereto as **Exhibit A** is hereby approved, and the Executive Director of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Executive Director is authorized to approve any minor modifications, amendments, or revisions to the Addendum as may be in the Agency's best interest and in harmony with the intent and purpose of the Addendum, and the Executive Director's signature upon the final Addendum shall constitute the Agency Board's acceptance of all such minor modifications, amendments, or revisions.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE REDEVELOPMENT AGENCY OF SANDY CITY on this November 16, 2021.

_____
Chair

Attest:

_____
Secretary

Exhibit A

Form of Addendum

ADDENDUM NO. 2 TO
PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS ADDENDUM NO. 2 TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Addendum**") is dated effective as of November 16, 2021 (the "**Effective Date**"), by and between the Redevelopment Agency of Sandy City, a Utah political subdivision ("**Seller**") and Raddon Summit, LLC, a Utah limited liability company ("**Buyer**"). This Addendum is to be attached to, and is made an integral part of, the Purchase and Sale Agreement and Escrow Instructions dated October 22, 2019, entered into by and between the Seller and the Buyer, relating to vacant parcels of land located at or near the intersections of Monroe Street, Mall Ring Rd, and 10200 South and Centennial Pkwy, as applicable, in Sandy City (the "**Original Agreement**" and as amended by this Addendum, and any other addenda, the "**Agreement**"). If there is a conflict between the terms of this Addendum and the terms of the Original Agreement, the terms in this Addendum will control. The Original Agreement is modified as follows:

1. **Concept Plan/Development Project.** The Original Agreement provided alternate definitions of the "Development Project" depending on whether "Pond Approval" was obtained. Seller has received "Pond Approval" as defined by the Agreement, meaning the U.S. Army Corps of Engineers has formally approved the relocation of the wetlands on the Pond Property. Additionally, market conditions have significantly changed, in large part to do the COVID-19 pandemic, so the Development Project has been adapted to meet new market conditions. Therefore, there is now only one definition of Development Project, revised to meet current market conditions. A copy of the new concept plan (the "**Revised Concept Plan**") is attached hereto as Exhibit 2-A. The Revised Concept Plan is approved by the Seller and the Revised Concept Plan is now the sole "Concept Plan" for all purposes under the Agreement. Without limiting the generality of the foregoing, Exhibit "D" attached to the Agreement is hereby deleted and replaced with the Revised Concept Plan attached hereto as Exhibit 2-A. For all purposes of the Agreement, the term "Development Project" is now amended and restated in its entirety as follows:

   "**Development Project**" means a mixed use development consisting of, at a minimum, all of the following, substantially as depicted in the Revised Concept Plan attached hereto as Exhibit 2-A: (i) one office building, with final square footage as determined by the Buyer based on Buyer's perception of market demand, in Buyer's sole discretion, (ii) a full-service hotel with at least 200 guest rooms and at least 10,000 square feet of meeting space, (iii) at least 10,000 square feet of retail/restaurant/bar floor area, which may be located in separate buildings or integrated into other buildings, including, without limitation, as a part of the hotel, and (iv) at least 260 residential units. However, the Buyer has the alternative to substitute some or all of the required retail or restaurant floor area with any other permitted or conditional use under the then-applicable City zoning code, if the Executive Director or his/her designee agrees, in his/her reasonable discretion based on information provided by the Buyer, determines that both retail and restaurant are not economically feasible for that portion of the Development Project (to be clear, nothing in this provision implies or grants any use that is not

specifically permitted under then-applicable City zoning code, and nothing herein is a waiver of any City requirement(s) relating to approval of a conditional use).

2. **Definition of "Land"/Subdivision Plat.** The definition of the "Land" under the Agreement has revised. A revised legal description of the "Land" for all purposes of the Agreement is attached hereto as Exhibit 2-B. The "Land" means the three subdivided described in the attached Exhibit 2-B and generally referred to as the "Hotel Parcel" or the "Office Parcel" or the "Residential Parcel" respectively. The Buyer has caused to be prepared a subdivision plat (the "Plat" substantially in the form attached hereto as Exhibit 2-B), creating the Hotel Parcel, the Office Parcel, and the Residential Parcel as legally subdivided lots. The Seller agrees to sign the Plat and cooperate with Buyer in having the Plat recorded, promptly upon request by Buyer but in any event before the first Closing. Buyer will bear all costs relating to obtaining approval of the Plat or recording the Plat.

3. **Phasing.** The Original Agreement referred to three Phases, Phases 1, 2 and 3, respectively. The Development Project now will consist of only two Phases, known now as the "Hotel/Residential Phase" and the "Office Phase", respectively. (Solely for background informational purposes: the "Office Phase" is generally what was previously known as "Phase 1" and the "Hotel/Residential Phase" is generally what was previously known as "Phase 2" and "Phase 3" collectively). The "Office Phase" refers to the portion of the Development Project to be located on all the portion of the Land located West of Monroe Street, which Land includes the "Office Parcel", while the "Hotel/Residential Phase" refers to the portion of the Development Project to be located on all the portion of the Land located East of Monroe Street, which Land includes the "Hotel Parcel" and the "Residential Parcel".

4. **Purchase Price.** The Original Agreement provided a formula for a final purchase price, with an established $/square foot based on actual surveyed acreage. The Land has now been surveyed, and the final Purchase Price may now be fixed. The Purchase Price for all the Office Parcel is $1,541,523 and the Purchase Price for Hotel Parcel is $3,281,514 and the Purchase Price for the Residential Parcel is $1,392,958, each calculated as follows, respectively:

Office Parcel:	80,708 SF / $19.10/SF = $1,541,523
Hotel Parcel:	171,807 SF / 19.10/SF = $3,281,514
Residential Parcel:	84,593 SF / 15.05/SF = $1,273,125
	6,274 SF / 19.10/SF = $119,833
	Total = $1,392,958

5. **Closing Deadline.** The definition of the term "**Closing Deadline**" under section 1 of the Original Agreement is deleted and entirely replaced with the following new definition:

"**Closing Deadline**" (i) for the Hotel/Residential Phase means the earlier of either (a) the date that is 30 days after Buyer has received from Sandy City a complete

building permit (but not a land disturbance permit) for either the hotel or the apartment building (in Buyer's discretion) on the Property, or (b) November 16, 2025; and (ii) for the Office Phase means the date that is exactly six years after the actual date of the Closing of the Hotel/Residential Phase.

6. **Section 3.2**. Section 3.2 is hereby amended and restated in its entirety as follows:

   "3.2 If the Buyer fails to commence construction of any Phase within 90 days of the deadline required by the Construction Schedule for that particular Phase, as each such deadline may be extended for Construction Delays, then the Buyer must pay to the Seller damages in the amount of $200.00 per day for each day that Buyer is delayed beyond that deadline until such time as Buyer has commenced construction of that Phase. The Seller's right to receive these damages is, despite anything else in this Agreement to the contrary, in addition to any and all other rights and remedies the Seller has under this Agreement or at law or in equity. If the Seller causes any such delay, the deadline will be automatically extended by an equivalent number of days equal to the days of delay caused by the Seller. For purposes of this Section 3, the phrase "commence construction" means a building permit has been obtained for such Phase and Buyer has commenced grading the applicable Phase.

7. **Seller's Closing Conditions.** Section 4.4 of the Original Agreement sets forth the conditions that must be satisfied (or, as described in Section 4.4, waived by Seller) before Seller is obligated to proceed to Closing on any Phase. Section 4.4.3 of the Original Agreement (which Section 4.4.3 is tied to the specifics of the Development Project, and the Phasing of the Development Project, both of which have now changed) is entirely deleted and replaced with the following:

   4.4.3 **Permit Application**. Solely with respect to the Hotel/Residential Phase, Buyer has submitted a fully completed application for a building permit for either a hotel building or an apartment building, in either case meeting the minimum requirements as specified in the revised "Development Project" definition set forth in Section 1 of Addendum No. 2. Solely with respect to the Office Phase, Buyer has submitted a fully completed application for a building permit for an office building, if Buyer elects to construct an office building, or otherwise such other building as permitted to be constructed hereunder.

8. **Monroe Sky Floor.** The Original Agreement, including Section 4.3.5 of the Original Agreement, referred to certain Monroe Sky Floor Rights, relating to an occupiable sky floor anticipated to be constructed over Monroe Street. That occupiable sky floor is no longer a part of the Development Project. Any obligation of any party relating to the Monroe Sky Floor Rights or related occupiable sky floor is hereby terminated, and any condition relating to the Monroe Sky Floor Rights or related occupiable sky floor is likewise hereby eliminated from the Agreement.

9. **Inspection Period.** The definition of the term "**Inspection Period**" under section 1 of the Original Agreement is deleted and entirely replaced with the following new definition:

"**Inspection Period**" means the period commencing on the Effective Date and expiring at 5:00 p.m. on the earlier to occur of either (a) October 22, 2022, or (b) the date which is five (5) days after Buyer delivers written notice that the Buyer is terminating the Inspection Period.

10. **Construction Schedule.** Exhibit "E" attached to the Original Agreement is hereby deleted and replaced with Exhibit "E-1" attached to this Addendum.

AGREED TO BY AND BETWEEN:

SELLER: Redevelopment Agency of Sandy City

_____
Executive Director

Attest:

_____
RDA Secretary

BUYER: Raddon Summit, LLC

_____
Name:
Title:

Exhibit 2-A

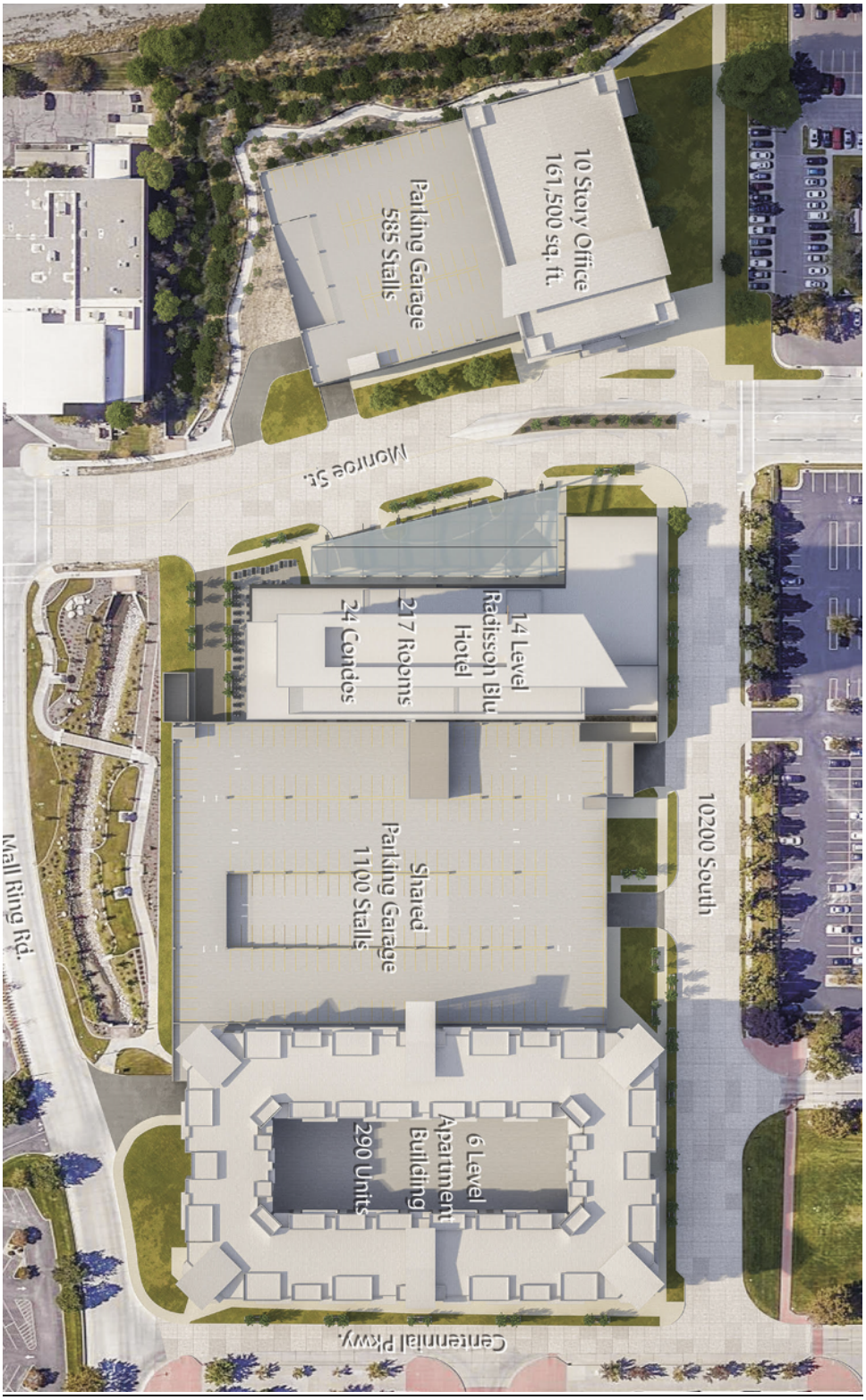
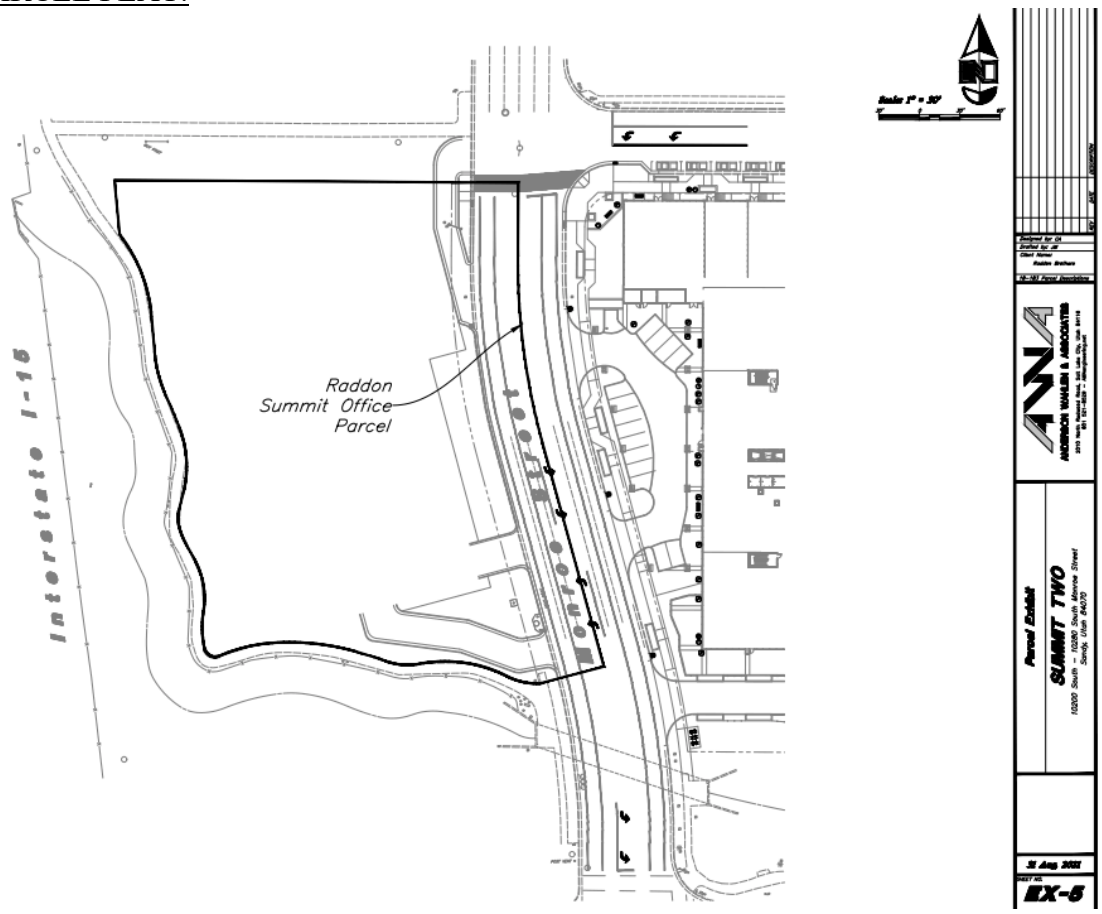

10 Story Office
161,500 sq. ft.
Parking Garage
585 Stalls
Monroe St.
14 Level
Radisson Blu
Hotel
217 Rooms
24 Condos
10200 South
Shared
Parking Garage
1100 Stalls
6 Level
Apartment
Building
290 Units
Mall Ring Rd.
Centennial Pkwy.

Exhibit 2-B

OFFICE PARCEL PLAT:



OFFICE PARCEL DESCRIPTION:

A part of the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Sandy City, Salt Lake County, Utah, more particularly described as follows:

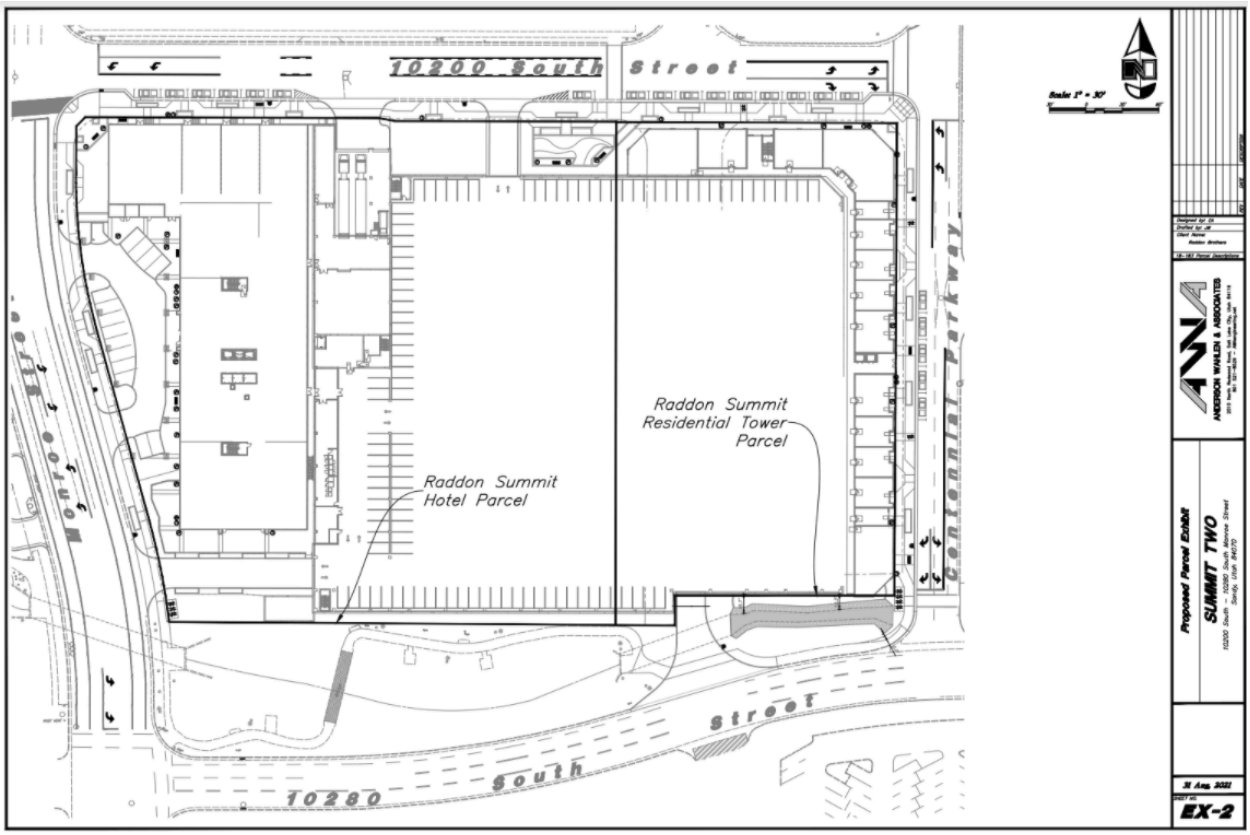
Beginning at a point on the future Westerly line of Monroe Street to be dedicated at 51.50 foot half-width, located 405.61 feet South 0°12'38" West along the monument line in State Street and 1909.45 feet North 89°35’25” West from a Salt Lake County monument found marking the centerline of State Street at 10200 South Street, which is located South 89°52'12" East 92.33 feet from the Northeast Corner of said Section 13; and running thence along the northerly and easterly edge of an existing concrete sidewalk the following twenty courses: Northwesterly along the arc of a 51.00 foot radius curve to the right a distance of 23.27 feet (Center bears North 0°45’37” East, Central Angle equals 26°08’50” and Long Chord bears North 76°09’58” West 23.07 feet) to a point of reverse curvature; Northwesterly along the arc of a 101.00 foot radius curve to the left a distance of 66.52 feet (Central Angle equals 37°44’00 and Long Chord bears North 81°57’32” West 65.32 feet) to a point on a curve; Northwesterly

along the arc of a 47.00 foot radius curve to the right a distance of 25.66 feet (Center bears North 10°49′31″, Central Angle equals 31°16′59″ and Long Chord bears North 85°11′02″ West 25.34 feet) to a point on a curve; Northwesterly along the arc of a 150.00 foot radius curve to the left a distance of 9.03 feet (Center bears South 20°27′29″ West, Central Angle equals 3°27′00″ and Long Chord bears North 71°16′02″ West 9.03 feet) to a point of tangency; North 72°59′32″ West 10.50 feet to a point of curvature; Northwesterly along the arc of a 180.00 foot radius curve to the left a distance of 66.16 feet (Central Angle equals 21°03′30″ and Long Chord bears North 83°31′17 West 65.79 feet) to a point of compound curvature; Southwesterly along the arc of a 120.00 foot radius curve to the left a distance of 40.84 feet (Central Angle equals 19°30′00″ and Long Chord bears South 76°11′58″ West 40.64 feet) to a point on a curve; Northwesterly along the arc of a 8.00 foot radius curve to the right a distance of 14.15 feet (Center bears North 23°33′06″ West, Central Angle equals 101°19′38″ and Long Chord bears North 62°53′17″ West 12.38 feet) to a point on a curve; Northwesterly along the arc of a 75.00 foot radius curve to the right a distance of 27.86 feet (Center bears North 77°46′28″ East, Central Angle equals 21°17′00″ and Long Chord bears North 1°35′02″ West 27.70 feet) to a point on a curve; Northwesterly along the arc of a 60.00 foot radius curve to the left a distance of 39.57 feet (Center bears North 80°56′31″ West, Central Angle equals 37°47′02″ and Long Chord bears North 9°50′02″ West 38.85 feet) to a point of tangency; North 28°43′32″ West 11.87 feet to a point of curvature; Northwesterly along the arc of a 70.00 foot radius curve to the right a distance of 13.40 feet (Central Angle equals 10°58′00″ and Long Chord bears North 23°14′32″ West 13.38 feet) to a point on a curve; Northwesterly along the arc of a 27.00 foot radius curve to the right a distance of 15.20 feet (Center bears North 72°14′27″ East, Central Angle equals 32°15′03″ and Long Chord bears North 1°38′02″ West 15.00 feet); North 14°29′28″ East 11.87 feet to a point on a curve; Northwesterly along the arc of a 80.00 foot radius curve to the left a distance of 48.85 feet (Center bears North 75°30′31″ West, Central Angle equals 34°59′01″ and Long Chord bears North 3°00′02″ West 48.09 feet) to a point of compound curvature; Northwesterly along the arc of a 290.00 foot radius curve to the left a distance of 17.12 feet (Central Angle equals 3°23′00″ and Long Chord bears North 22°11′02″ West 17.12 feet) to a point of tangency; North 23°52′32″ West 10.00 feet to a point on a curve; Northwesterly along the arc of a 100.00 foot radius curve to the right a distance of 33.19 feet (Central Angle equals 19°01′00″ and Long Chord bears North 14°22′02″ West 33.04 feet) to a point of tangency; North 4°51′32″ West 26.50 feet to a point of curvature; and Northwesterly along the arc of a 115.00 foot radius curve to the left a distance of 66.00 feet (Central Angle equals 32°53′06″ and Long Chord bears North 21°18′05″ 65.10 feet) to a point on the Easterly line of Lot 1, Amended Lot 1 South Towne Center Mall Subdivision recorded as Entry No. 9461246 in Book 2005P at Page 250 of the Official Records of Salt Lake County; thence Northwesterly along the arc of a 34179.50 foot radius curve to the right a distance of 40.95 feet (Center bears North 84°21′34″ East, Central Angle equals 0°04′07″ and Long Chord bears North 5°36′22″ West 40.95 feet); thence South 89°35′51″ East 248.71 feet to said future Westerly line of Monroe Street; thence along said Westerly line the following four courses: South 0°24′09″ West 54.42 feet to a point

of curvature; Southeasterly along the arc of a 561.50 foot radius curve to the left a distance of 154.51 feet (Central Angle equals 15°45′58″ and Long Chord bears South 7°28′50″ East 154.02 feet) to a point of tangency; South 15°21′49″ East 166.77 feet to a point of curvature; Southeasterly along the arc of a 458.50 foot radius curve to the right a distance of 4.59 feet (Central Angle equals 0°34′26″ and Long Chord bears South 15°04′36″ East 4.59 feet) to the point of beginning.

Contains 80,708 sq. ft.
Or 1.853 acres

HOTEL/RESIDENTIAL PARCEL PLAT:



RESIDENTIAL PARCEL DESCRIPTION:

A part of the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Sandy City, Salt Lake County, Utah, more particularly described as follows:

Beginning at the point of intersection of the future Southerly line of 10200 South Street and the future Westerly line of Centennial Parkway, located South 0°12'38" West

37.21 feet along the monument line in State Street and 1196.96 feet North 89°45’25” West from a Salt Lake County monument found marking the centerline of State Street at 10200 South Street, which is located South 89°52'12" East 92.33 feet from the Northeast Corner of said Section 13; and running thence South 0°20’19” West 388.81 feet along said Westerly line; thence North 89°55’55” West 180.67 feet; thence South 0°04’05” West 24.82 feet; thence North 89°35’25” West 48.82 feet to and along the Northerly line of Lot 1 of the Amended Lot 1 South Towne Center Mall Subdivision recorded as Entry No. 9461246 in Book 2005P at Page 250 of the Official Records of Salt Lake County; thence North 0°04’05” East 414.04 feet to said Southerly line; thence South 89°45’25” East 231.32 feet along said Southerly line to the point of beginning.

Contains 90,867 sq. ft.
Or 2.086 acres

HOTEL PARCEL DESCRIPTION:

A part of the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Sandy City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the future Southerly line of 10200 South Street, located South 0°12'38" West 37.21 feet along the monument line in State Street and 1428.28 feet North 89°45’25” West from a Salt Lake County monument found marking the centerline of State Street at 10200 South Street, which is located South 89°52'12" East 92.33 feet from the Northeast Corner of said Section 13; and running thence South 0°04’05” West 414.04 feet to the Northerly line of Lot 1 of the Amended Lot 1 South Towne Center Mall Subdivision recorded as Entry No. 9461246 in Book 2005P at Page 250 of the Official Records of Salt Lake County; thence North 89°35’25” West 367.76 feet along said Northerly line to the future Easterly line of Monroe Street to be dedicated at 51.50 foot half-width; thence along said Easterly line the following four courses: Northwesterly along the arc of a 561.50 foot radius curve to the left a distance of 83.98 feet (Center bears South 83°12’21” West, Central Angle equals 8°34’09” and Long Chord bears North 11°04’44” West 83.90 feet) to a point of tangency; North 15°21’49” West 166.77 feet to a point of curvature; Northwesterly along the arc of a 458.50 foot radius curve to the right a distance of 126.17 feet (Central Angle equals 15°45’58” and Long Chord bears North 7°28’50” West 125.77 feet) to a point of tangency; and North 0°24’09” East 40.05 feet; thence North 45°13’51” East 10.80 feet to said Southerly Line; thence along said Southerly line the following three courses: South 89°45’25” East 242.02 feet; South 79°41’10” East 12.80 feet; and South 89°45’25” East 182.36 feet to the point of beginning.

Contains 171,807 sq. ft.
Or 3.944 acres

Exhibit "E"

Construction Schedule

Phase	***Deadline to commence construction of any improvement within the Phase**	***Deadline to substantially complete construction of all improvements within the Phase**
Office Phase	90 days after the Closing of Office Phase	Thirty-six (36) months after commencement
Hotel/Residential Phase	90 days after the Closing of the Hotel/Residential Phase	Forty-eight (48) months after commencement