

Resolution No. RD 24-05

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF SANDY CITY APPROVING AN AGREEMENT FOR SANDY CITY'S ACQUISITION OF AGENCY LAND FOR THE MONROE STREET PROJECT, AND AUTHORIZING THE POTENTIAL SUBSEQUENT LEASING OF LAND BY THE CITY TO THE AGENCY AND THE AGENCY TO AN AFFILIATE OF THE AMERICA FIRST FIELD (REAL SALT LAKE) STADIUM.

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

WHEREAS the Agency owns the real property underlying the America First Field stadium and some related parking improvements (the “**Stadium Property**”).

WHEREAS the Agency has ground leased the Stadium Property to Utah Soccer Stadium Owner, LLC, a Utah limited liability company (“**USSO**”), pursuant to that certain Ground Lease Agreement, dated September 13, 2007, as amended by that certain First Amendment to Ground Lease Agreement, dated October 26, 2010, as further amended by that certain Second Amendment to Ground Lease Agreement, dated January 5, 2021 (as amended, the “**Ground Lease**”).

WHEREAS the City has indicated to the Agency the City’s intent to construct an extension of a public right-of-way commonly known as Monroe Street over a portion of the Stadium Property; such portion of the Stadium Property is described in the attached Exhibit A and is referred to herein as the “**Subject Property**”.

WHEREAS the Agency is willing sell the Subject Property to the City and, consistent with the terms of the Ground Lease, the Agency will disburse the net sales proceeds received from the City (the “**Sales Proceeds**”) to USSO.

WHEREAS to replace USSO’s lost parking due to the Monroe Street extension, the City may also be willing to lease a replacement parcel of property identified as “Lot 4” on the attached Exhibit B (“**Lot 4**”) to the Agency which would then sublease Lot 4 to USSO on the same general terms and conditions of the Ground Lease, with some exceptions, as further described below.

WHEREAS the City will also be acquiring from USSO’s affiliate, Sandy Parking Properties LLC (“**SPP**”) certain real property near the Stadium Property, consisting of approximately 66,211 square feet from the parcel commonly known as Salt Lake County Parcel No. 27-0147-6031 (the “**SPP Property**”).

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

1. The Agency is willing to sell the Subject Property to the City and, to that end, the Executive Director is authorized to approve a final agreement with the City for the sale of the Subject Property to the City so long as the final agreement contains the following minimum terms:

- a. A purchase price for the same price per square foot as the City ultimately pays to SPP for the SPP Property, but in no event less than \$35.00 per square foot for the Subject Property; and
- b. Other general terms and conditions as approved by the Redevelopment Director and legal counsel to the Agency.

2. Upon the closing of the sale of the Subject Property to the City, Agency staff is authorized and directed to cause the Sales Proceeds to be delivered to USSO pursuant to the Ground Lease, subject to USSO approving an acknowledgment or Ground Lease amendment in which USSO agrees that receipt of the net proceeds is full satisfaction of all Agency obligations under the Ground Lease with respect to the loss the of the Subject Property from the Ground Lease.

3. If the City approves of a lease of Lot 4 to the Agency (the “**City Lease**”), the Executive Director is authorized to approve and sign the City Lease for the Agency so long as the City Lease contains the following minimum terms:

- a. A minimum seven year term, with any party to the City Lease being able to terminate the lease for any reason by delivering at least one year’s advance written notice of termination to the other party on any date that is more than six years after the effective date of the City Lease;
- b. Unless otherwise agreed by the City and the Agency’s Executive Director, the City Lease does not include an option to purchase Lot 4 (*i.e.* Lot 4 will be restored to the City upon expiration of the City Lease term); and
- c. Other general terms and conditions as approved by the Redevelopment Director and legal counsel to the Agency, consistent with the overall intent expressed in this resolution.

4. If the City approves of the City Lease, the Executive Director is authorized and directed to contemporaneously with the City Lease approve and sign a sublease, or an amendment to the Ground Lease as the Executive Director in consultation with the Redevelopment Director and the Agency’s legal counsel determines (the “**Sublease**”), of Lot 4 to USSO or SPP or any affiliated entity thereof, so long as the final Sublease contains the following minimum terms:

- a. The Sublease will be a pass-thru of the City Lease, meaning the Agency subleases Lot 4 to USSO for the same lease rate, same lease term, same termination rights, and same other general terms and conditions, as contained in the City Lease;
- b. The Sublease permits USSO to use Lot 4 for parking and related improvements associated with the operation of the America First Field stadium;
- c. The Sublease requires USSO to, at USSO’s sole expense and effort, construct any parking improvements on Lot 4 as required by applicable City ordinance, rules, regulations, and standards, and such improvements will upon expiration of the Sublease term be, at the election of the Agency’s Executive Director and consistent with the City Lease, either (i) left upon Lot 4, or (ii) removed by USSO at USSO’s sole expense and effort;

- d. The Sublease is subject to all the same general terms and conditions of the Ground Lease that are not inconsistent with the City Lease; and
 - e. Other general terms and conditions as approved by the Redevelopment Director and legal counsel to the Agency, consistent with the overall intent expressed in this resolution.
5. Agency staff is authorized and directed to take all other actions as may reasonably be required to carry out the overall intent expressed in this resolution, to carry out the transactions and instruments authorized in this resolution.
6. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED on November 19, 2024.

DocuSigned by:

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Chair

Attest:
DocuSigned by:

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Secretary



Exhibit A

Subject Property

A parcel of land in fee for the construction of New Monroe Street known as Project Monroe Phase VI, being part of entire tract of property, situate in Lot 4, Real Salt Lake Subdivision, according to the official plat thereof, recorded September 6, 2007, as Entry No. 10214892, in Book 2007P, on Page 359, in the office of the Salt Lake County Recorder, in the NE1/4 SE1/4 of Section 1, T.3S., R.1W., S.L.B.&M., in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the southern westerly corner of said Lot 4, and running thence North 266.97 feet to the northern westerly corner of said Lot 4, said corner also lying in the existing southeasterly right of way line of the Jordan and Salt Lake Canal; thence along said existing southeasterly right of way line and the northwesterly Lot line the following two (2) courses: (1) N.34°09'31"E. 17.91 feet, to a point approximately 21.35 feet perpendicularly distant easterly from the Monroe Phase VI Right of Way Control Line opposite approximate engineer station 8+91.49; thence (2) N.37°26'58"E. 42.65 feet, to a point 45.50 feet perpendicularly distant easterly from said Control Line opposite approximate engineer station 9+26.64; thence S.02°57'55"W. 185.95 feet to the beginning of a 464.50-foot radius curve to the left; thence Southerly 130.85 feet along the arc of said curve through a delta of 16°08'24" (Note: Chord to said curve bears S.05°06'17"E. for a distance of 130.42 feet to a southerly Lot line; thence along said southerly Lot line S.89°55'33"W. 37.97 feet to the point of beginning. The above described parcel of land contains 8,715 square feet in area or 0.200 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'24" clockwise to obtain project bearings.)

