

PLANNING COMMISSION STAFF REPORT

Petition No. 480-08-07 One & Nine Condominiums Amended Located at 88 South 900 East for Subdivision Amendment.



Planning & Zoning Division
Department of Community &
Economic Development

PUBLIC HEARING DATE: April 23, 2008

Applicant: Blake Henderson,
Henderson Development

Staff: Michael Maloy, 535-7118,
michael.maloy@slcgov.com

Tax ID: 16-05-126-040, 16-05-
126-51, 16-05-126-063

Current Zone: RMF-45
Moderate/High Density Multi-
Family Residential District

Master Plan Designation:
Medium High Density Residential
(30-50 dwelling units/acre),
Central Community Master Plan
(adopted November 1, 2005, and
amended August 8, 2006)

Council District: 4, Luke Garrott

Acreage: 1.075 acres

Current Use: Residential
Condominium (under
construction)

Applicable Land Use

Regulations:

- Title 20 Subdivisions
- 21A.24.140 RMF-45
Moderate/High Density
Multi-Family Residential
District

Attachments:

- A. Letter from Applicant
- B. Preliminary Subdivision
Amendment
- C. Architectural Rendering
- D. Department Comments
- E. Salt Lake City Ordinance No.
59 of 2006

REQUEST: Blake Henderson, Henderson Development, has requested preliminary approval of a subdivision amendment for a residential condominium located approximately at 88 South 900 East. The subject property has been issued a building permit and is currently under construction. The four-story structure will contain 43 dwelling units and 92 enclosed parking stalls. The subject property contains 1.075 acre (46,834.39 square feet) and is zoned RMF-45 Moderate/High Density Multi-Family Residential District (see Attachment F – Salt Lake City Ordinance No. 59 of 2006).

PUBLIC NOTICE: Staff has complied with the following Public Notice requirements as contained within Section 20.31.080 of the Salt Lake City Code:

- Notice of the administrative hearing shall be mailed to all individuals and entities identified in subsection 20.31.030D of this Chapter or its successor, and shall also be posted on the subject property at least fourteen (14) days prior to the scheduled hearing.

STAFF RECOMMENDATION: Planning staff recommends the Planning Commission grant preliminary approval of the proposed *One & Nine Condominiums Amended* subdivision amendment based on the following findings and conditions of approval:

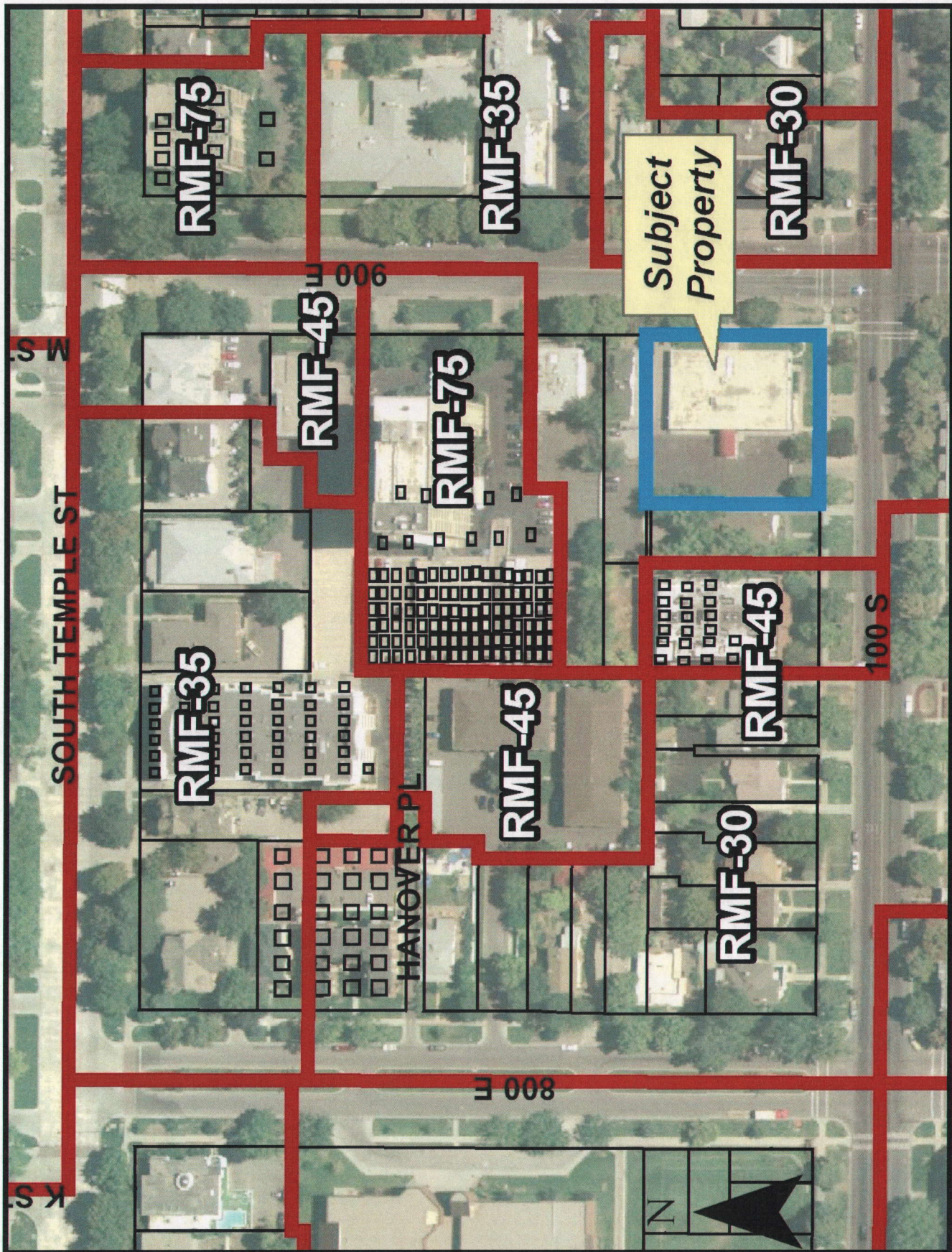
Findings:

- A. The amendment will be in the best interests of the City;
- B. All lots comply with all applicable zoning standards;
- C. All necessary and required dedications are made;
- D. Provisions for the construction of any required public improvements are included;
- E. The amendment complies with all applicable laws and regulations; and
- F. The amendment does not materially injure the public or any person and there is good cause for the amendment.

Conditions of approval:

1. Approval is subject to compliance with all departmental comments attached to this staff report (see Attachment D – Department Comments).
2. The project shall fully comply with the Utah Condominium Act of 1975 and the Condominium Approval Procedure regulations in the Salt Lake City Zoning Ordinance (Section 21A.56).
3. Declaration of Covenants must be approved by the Salt Lake City Attorney for compliance with Utah State and Salt Lake City Code requirements prior to recordation.
4. Final condominium plat shall be recorded with the Salt Lake County Recorder within 18 months of preliminary approval.
5. Any future development activities associated with this property will require that all inadequate or absent public improvements be brought into compliance with City standards. Additionally, any future development will be subject to requirements of the zoning ordinance.

VICINITY MAP



COMMENTS

Public Comments: Prior to the publication of this report, staff had not received any public comment that was either for or against the applicant's subdivision amendment petition.

City Department Comments: On March 11, 2008 staff sent to all applicable City departments a request for comment on the attached subdivision amendment. All departmental responses have been included within the report as Attachment D – Department Comments. All responding departments have recommended preliminary approval subject to compliance with the attached comments and recommended conditions.

STAFF ANALYSIS AND FINDINGS

Project History: The subject property was issued a demolition permit by the Salt Lake City Building Services Division on March 22, 2007 to clear the property in preparation for a residential condominium development. On April 19, 2007 a preliminary subdivision plat for the condominium development was granted approval by Mr. Doug Wheelwright, former Deputy Planning Director, following an uncontested Administrative Hearing. The final subdivision plat was recorded with the Salt Lake County Recorder's Office on August 8, 2007. On April 10, 2007 Building Services issued Building Permit 70410021 to Pentalon Construction to begin construction of the "footings and foundation only". On May 15, 2007 Building Services permitted the contractor to "proceed with full (building) permit".

During the course of construction, the applicant made a decision to make "some hallways wider and took the square footage primarily from mechanical areas, bathrooms and kitchens." However, this change in construction required the applicant to amend the recorded legal descriptions for condominium units within the development. On February 26, 2008 the applicant submitted Petition No. 480-08-07 for preliminary approval of the attached subdivision amendment request (see Attachment A – Letter from Applicant).

Master Plan Discussion: On August 8, 2006 the Salt Lake City Council adopted an ordinance (see Attachment E – Salt Lake City Ordinance No. 59 of 2006) to change the master plan designation for the subject property from Medium Density Residential (15-30 dwelling units/acre) to Medium High Density Residential (30-50 dwelling units/acre). The Central Community Master Plan defines Medium High Density Residential as:

This land designation is applicable in areas within the Central Community where townhouses and apartments are the dominant land use. This residential land use classification encourages townhouse style development with up to six units in a row, but also allows apartments.

Medium/high density residential areas have multi-story residential structures built at a mid-rise level of three to four stories. Examples are scattered in East Downtown, the Central Community District, the Gateway area, and in the areas between South Temple and 300 South from 500 East to 800 East. (Page 8, Central Community Master Plan).

Whereas the proposed subdivision amendment will have a density of 40 dwelling units per acre, the proposal is consistent with the intent of the Central Community Master Plan as presently modified.

Standards: Section 20.08.307 of the Salt Lake City Code classifies the petitioner's application as a Subdivision Amendment Not Involving Streets, which is defined as follows:

"Subdivision amendment not involving streets" means a proposed change to any subdivision, for which a subdivision or plat has been previously approved and recorded and which does not result in any change to the dedicated streets from the original subdivision plat.

As such section 20.31.080 of the Salt Lake City Code empowers the Planning Commission with authority to conduct a hearing and grant preliminary approval of a subdivision amendment not involving streets upon determining compliance with the following standards:

A. The amendment will be in the best interests of the City;

Analysis: The proposed subdivision amendment (see Attachment B – Preliminary Subdivision Amendment) proposes minor changes to legal descriptions within the condominium development currently under construction. The proposed subdivision amendment is consistent with the location of demising walls currently placed within the project.

Finding: Staff finds that the subdivision amendment will be in the best interest of the City.

B. All lots comply with all applicable zoning standards;

Analysis: The lot area, land use density, building height and setbacks of the One & Nine Condominiums located at 88 South 900 East are compliant with current zoning standards and will not be amended as part of the proposed subdivision amendment.

Finding: Staff finds that all lots affected by the proposed subdivision amendment comply with all applicable zoning standards.

C. All necessary and required dedications are made;

Analysis: A preliminary review of the proposed subdivision amendment has been completed by the Transportation Division, the Engineering Division, and Property Management. No requests for additional dedications to the City have been identified prior to the publication of this staff report.

Finding: Whereas the subject property was recently permitted for development in a manner that is compliant with current City development standards and regulations, staff finds that all necessary or required street dedications have already been provided to the City.

D. Provisions for the construction of any required public improvements are included;

Analysis: All plans for public improvements (if any) associated with the petition must be submitted and approved by the City prior to approval of the final plat.

Finding: Staff finds that provisions for the construction of any required public improvement will be included as part of the final plat process.

E. The amendment complies with all applicable laws and regulations; and

Analysis: On March 11, 2008 the proposed subdivision amendment was forwarded to all pertinent City Departments for comment. All responding departments have recommended preliminary approval subject to compliance with the attached comments and recommended conditions.

Finding: Based on compliance with comments contained within this staff report and in Attachment D – Department Comments, staff finds that the proposed subdivision amendment complies with all applicable laws and regulations of the City.

F. The amendment does not materially injure the public or any person and there is good cause for the amendment.

Analysis: The proposed subdivision amendment does not involve any exterior modifications (see Attachment C – Architectural Rendering) to the One & Nine Condominiums currently under construction, nor does the amendment increase development density or land use intensity.

Finding: The proposed amendment will not materially injure the public or any person and there is good cause for the amendment.

Attachment A – Letter from Applicant

HENDERSON DEVELOPMENT^{LC}

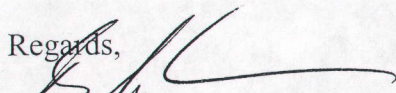
Dear Mayor Becker,

Henderson Development is requesting a Plat Amendment for the One & Nine Condominiums. We are requesting the amendment because we have increased the widths of the common hallways. The physical size and scope of the building form the original plat has not changed. We are maintaining the physical boundaries, height, number of units and parking of the building approved in the original plat. Some of the units lost minimal square footage to accommodate the larger common hallways.

Please approve this amendment request.

If there are questions please contact me at 435 901 2321 or
blake.henderson@comcast.net

Regards,



Blake Henderson
Henderson Development

Attachment B – Preliminary Subdivision Amendment

THE ONE & NINE CONDOMINIUMS AMENDED 88 SOUTH 900 EAST

- A 43 UNIT CONDOMINIUM PROJECT -
A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 58, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT OF BEGINNING BEING SOUTH 89°58'22" WEST 64.35 FEET AND NORTH 0°01'38" WEST 63.58 FEET FROM THE MONUMENT AT THE INTERSECTION OF 900 EAST AND 100 SOUTH STREETS, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET AND THE WEST RIGHT OF WAY LINE OF 900 EAST STREET; RUNNING THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET SOUTH 89°58'28" WEST 222.78 FEET; THENCE NORTH 0°01'27" WEST 210.24 FEET; THENCE NORTH 89°58'36" EAST 222.76 FEET TO THE WEST RIGHT OF WAY LINE OF 900 EAST STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 0°01'42" EAST 210.23 FEET TO THE POINT OF BEGINNING. CONTAINS 46,834.39 SQUARE FEET OR 1.075 ACRES.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "THE ONE AND NINE CONDOMINIUMS AMENDED", CERTIFY THAT WE HAVE CAUSED THIS SURVEY TO BE MADE AND THIS RECORD OF SURVEY PLAT TO BE PREPARED. WE DO HEREBY CONSENT TO THE RECORDATION OF THIS SURVEY PLAT. WE CERTIFY THAT THE BUILDING CONTAINING UNITS SHOWN ON THIS PLAT, WHILE NOT FULLY CONSTRUCTED AT THE TIME THIS PLAT IS RECORDED, WILL, WHEN COMPLETED, BE SUBSTANTIALLY AS SHOWN ON THIS PLAT.

BLAKE HENDERSON, MANAGER
THE ONE AND NINE CONDOMINIUMS, LLC, A UTAH LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT(S)

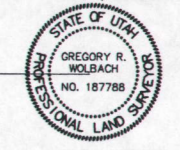
STATE OF UTAH } BLAKE HENDERSON, MANAGER
COUNTY OF SUMMIT } THE ONE AND NINE CONDOMINIUMS, LLC, A UTAH LIMITED LIABILITY COMPANY

ON THE _____ DAY OF _____, 200____, PERSONALLY APPEARED BEFORE ME BLAKE HENDERSON, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS MANAGER OF THE ONE AND NINE CONDOMINIUMS, LLC, A UTAH LIMITED LIABILITY COMPANY, AND DULY ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO SIGN THE FOREGOING INSTRUMENT ON BEHALF OF SAID LLC AND FURTHER ACKNOWLEDGED TO ME THAT SAID LLC EXECUTED THE SAME.

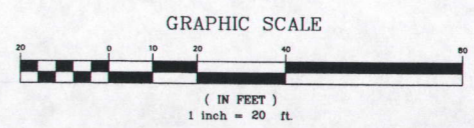
NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY, STATE _____

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY. I FURTHER CERTIFY THAT THIS RECORD OF SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 8, CONDOMINIUM OWNERSHIP ACT, UTAH CODE TITLE 57, REAL ESTATE.



GREGORY R. WOLBACH _____ DATE: _____

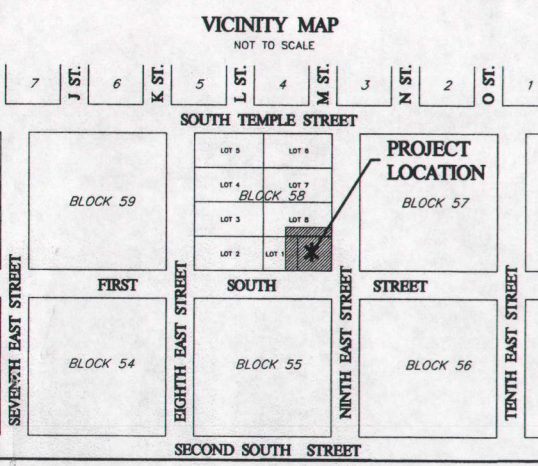


Sheet 1 of 7
Plot Date: December 5, 2007
Drawing File: 19Condo-ROS-R.dwg
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PREPARED BY:

Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
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Ph: 435-649-4667 • Fax: 435-649-9219
email: office@evergreen-eng.com



OVERALL AREAS

UNIT NUMBER	PRIVATE	LIMITED COMMON
UNIT 101	2,038 SF	32 SF
UNIT 102	1,023 SF	29 SF
UNIT 103	1,053 SF	26 SF
UNIT 104	942 SF	26 SF
UNIT 105	1,086 SF	28 SF
UNIT 106	943 SF	26 SF
UNIT 107	1,104 SF	28 SF
UNIT 108	2,490 SF	39 SF
UNIT 109	2,087 SF	31 SF
UNIT 110	1,819 SF	27 SF
UNIT 111	1,655 SF	28 SF
UNIT 112	1,817 SF	27 SF
UNIT 113	1,860 SF	32 SF
UNIT 114	1,854 SF	32 SF
UNIT 115	1,923 SF	28 SF
UNIT 116	1,845 SF	32 SF
UNIT 117	2,033 SF	32 SF
UNIT 201	2,123 SF	40 SF
UNIT 202	1,853 SF	33 SF
UNIT 203	2,216 SF	32 SF
UNIT 204	2,508 SF	32 SF
UNIT 205	2,238 SF	27 SF
UNIT 206	2,073 SF	39 SF
UNIT 207	1,813 SF	26 SF
UNIT 208	1,667 SF	36 SF
UNIT 209	1,897 SF	26 SF
UNIT 210	2,073 SF	36 SF
UNIT 301	2,771 SF	327 SF
UNIT 302	1,870 SF	33 SF
UNIT 303	2,109 SF	198 SF
UNIT 304	2,270 SF	277 SF
UNIT 305	2,082 SF	191 SF
UNIT 306	1,891 SF	205 SF
UNIT 307	1,663 SF	190 SF
UNIT 308	1,652 SF	36 SF
UNIT 309	1,645 SF	190 SF
UNIT 310	1,781 SF	158 SF
UNIT 311	2,081 SF	36 SF
UNIT 312	1,907 SF	184 SF
UNIT 401	3,276 SF	1,724 SF
UNIT 402	3,789 SF	1,863 SF
UNIT 403	3,409 SF	865 SF
UNIT 404	3,193 SF	353 SF
SUBTOTAL	85,432 SF	7,659 SF

COMMON AREA BY FLOOR	
GARAGE LEVEL	18,810 SF
FIRST FLOOR	10,912 SF
SECOND FLOOR	5,704 SF
THIRD FLOOR	5,403 SF
FOURTH FLOOR	8,595 SF
TOTAL COMMON AREA	44,422 SF
TOTAL AREA BY FLOOR (PRIVATE+LIMITED COMMON+COMMON)	
GARAGE LEVEL	32,617 SF
FIRST FLOOR	30,532 SF
SECOND FLOOR	27,512 SF
THIRD FLOOR	27,466 SF
FOURTH FLOOR	25,706 SF
TOTAL (ENTIRE BUILDING)	143,854 SF

HATCHING LEGEND

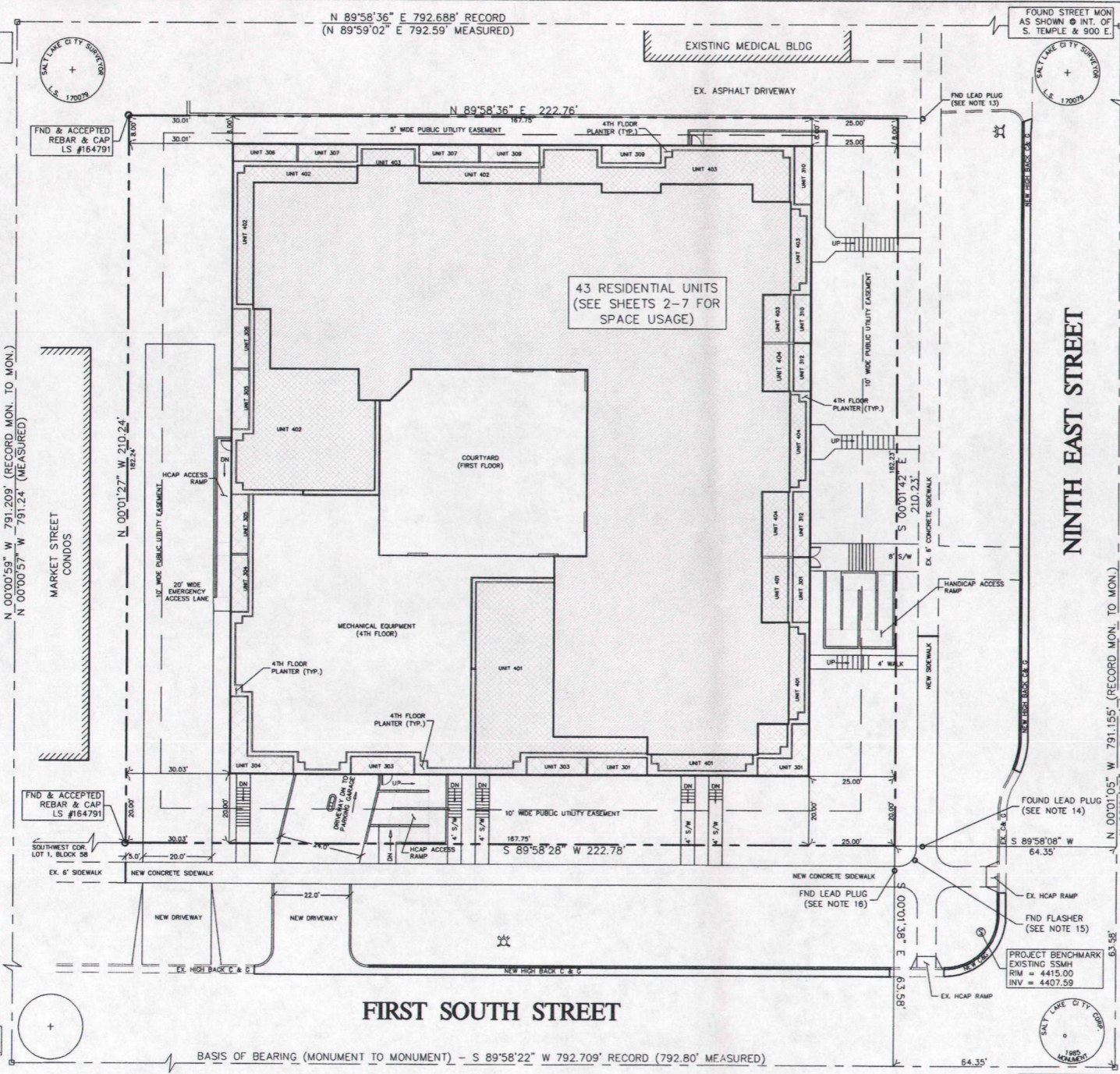
[Hatched Pattern]	ROOF
[Hatched Pattern]	BALCONIES-THIRD FLOOR
[Hatched Pattern]	BALCONIES-FOURTH FLOOR

SHEET INDEX

SHEET 1	RECORD OF SURVEY
SHEET 2	GARAGE LEVEL FLOOR PLAN
SHEET 3	FIRST LEVEL FLOOR PLAN
SHEET 4	SECOND LEVEL FLOOR PLAN
SHEET 5	THIRD LEVEL FLOOR PLAN
SHEET 6	FOURTH LEVEL FLOOR PLAN
SHEET 7	BUILDING SECTIONS

NOTES

- DEVELOPER: THE ONE AND NINE CONDOMINIUMS, LLC (BLAKE HENDERSON) ADDRESS: P.O. BOX 682925, PARK CITY, UTAH 84068
- PROPERTY ADDRESS: 88 S 900 E, SALT LAKE CITY, UT 84102.
- BASIS OF BEARING: BASIS OF BEARING: FOUND AND ACCEPTED ROAD MONUMENTS IN FIRST SOUTH STREET AS SHOWN HEREON.
- PER SALT LAKE CITY SURVEY DEPARTMENT: MINIMUM LINEAR CLOSURE OF 1:15,000
- PROPERTY CORNERS: FOUND AND ACCEPTED SURVEY MONUMENTS AT LOT CORNERS AS SHOWN HEREON.
- LOCATED WITHIN: THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH.
- CURRENT AND PLANNED FUTURE ZONING: RMF-45
- BUILDING SETBACKS: 25' OR 20' SETBACK FROM EITHER STREET, 8' SIDE YARD AND 30' REAR YARD SETBACK.
- BENCHMARK: SEWER MANHOLE IN PARK STRIP SOUTHEAST 35 FEET FROM SOUTHEAST CORNER OF PROPERTY; MANHOLE RIM ELEVATION = 4415.00 (APPROXIMATE USGS ELEVATION).
- HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION AND MAINTENANCE OF SAID COMMON PRIVATE WASTEWATER LATERAL.
- EROSION CONTROL MUST BE PRACTICED DURING ALL PHASES OF CONSTRUCTION.
- THIS CONDOMINIUM PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ONE AND NINE CONDOMINIUMS, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE (ENTRY NO. _____, BK. _____, PG. _____)
- LEAD PLUG WITH "X" STAMPED IN MIDDLE S 89°19'23" E 7.08' FROM PROPERTY CORNER.
- LEAD PLUG WITH "X" STAMPED IN MIDDLE S 89°16'02" E 8.02' FROM PROPERTY CORNER.
- FLASHER S 55°24'53" E 7.17' FROM PROPERTY CORNER.
- LEAD PLUG WITH "X" STAMPED IN MIDDLE S 00°15'42" E 7.12' FROM PROPERTY CORNER.



BOARD OF HEALTH
NUMBER _____
ACCOUNT _____
SHEET _____
OF _____ SHEETS
APPROVED THIS _____ DAY OF _____, 20____
DIRECTOR S.L.CO. BOARD OF HEALTH

CITY PLANNING DIRECTOR
APPROVED THIS _____ DAY OF _____, 20____ BY THE SALT LAKE CITY PLANNING COMMISSION.
PLANNING DIRECTOR _____ DATE _____

CITY ENGINEERING DIVISION
I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE.
CITY ENGINEER _____ DATE _____
CITY SURVEYOR _____ DATE _____

CITY PUBLIC UTILITIES DEPT.
APPROVED AS TO SANITARY SEWER AND WATER DETAILS THIS _____ DAY OF _____, 20____
SALT LAKE CITY PUBLIC UTILITIES DIRECTOR _____

CITY ATTORNEY
APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____
SALT LAKE CITY ATTORNEY _____

CITY APPROVAL
PRESENTED TO SALT LAKE CITY THIS _____ DAY OF _____, 20____ AND IT IS HEREBY APPROVED.
SALT LAKE CITY MAYOR _____
SALT LAKE CITY RECORDER _____

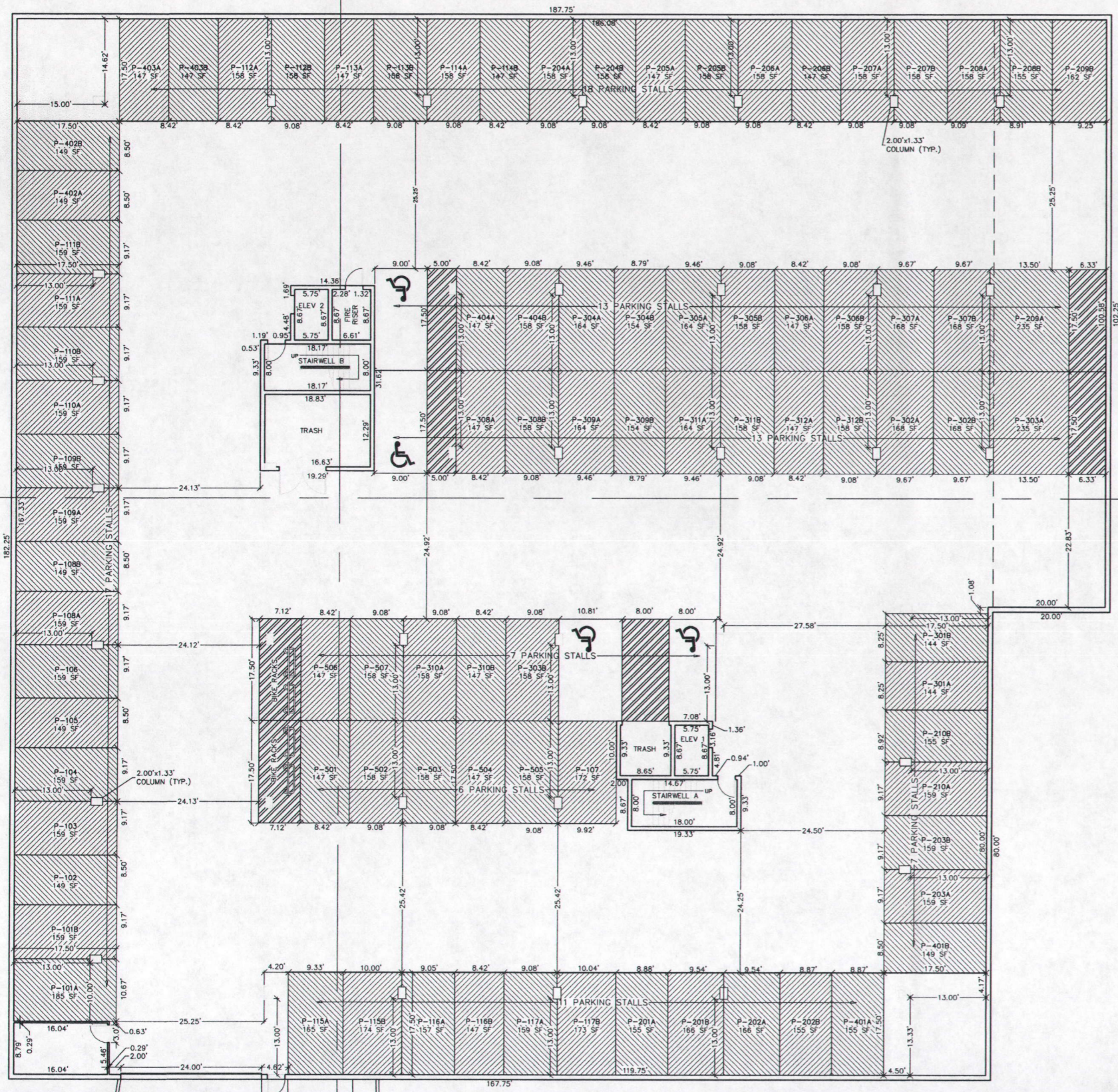
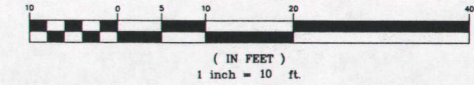
SALT LAKE COUNTY RECORDER
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE: \$ _____ CHIEF DEPUTY: SALT LAKE COUNTY RECORDER

NUMBER _____
ACCOUNT _____
SHEET _____
OF _____ SHEETS

PARKING LEVEL FLOOR PLAN



GRAPHIC SCALE

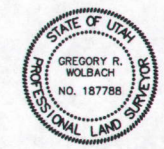


GARAGE LEVEL AREAS

ASSIGNED PARKING STALLS	PRIVATE AREA	SF
P-101A	185	
P-101B	159	
P-102	149	
P-103	159	
P-104	159	
P-105	149	
P-106	159	
P-107	172	
P-108A	159	
P-108B	149	
P-109A	159	
P-109B	159	
P-110A	159	
P-110B	159	
P-111A	159	
P-111B	159	
P-112A	158	
P-112B	158	
P-113A	147	
P-113B	158	
P-114A	158	
P-114B	147	
P-115A	165	
P-115B	174	
P-116A	157	
P-116B	147	
P-117A	159	
P-117B	173	
P-201A	155	
P-201B	166	
P-202A	166	
P-202B	155	
P-203A	159	
P-203B	159	
P-204A	158	
P-204B	158	
P-205A	147	
P-205B	158	
P-206A	158	
P-206B	147	
P-207A	158	
P-207B	158	
P-208A	158	
P-208B	155	
P-209A	235	
P-209B	152	
P-210A	159	
P-210B	155	
P-301A	144	
P-301B	144	
P-302A	168	
P-302B	168	
P-303A	235	
P-303B	158	
P-304A	164	
P-304B	154	
P-305A	164	
P-305B	154	
P-306A	147	
P-306B	158	
P-307A	168	
P-307B	168	
P-308A	147	
P-308B	158	
P-309A	164	
P-309B	154	
P-310A	147	
P-310B	158	
P-311A	164	
P-311B	158	
P-312A	147	
P-312B	158	
P-401A	155	
P-401B	149	
P-402A	149	
P-402B	149	
P-403A	147	
P-403B	147	
P-404A	147	
P-404B	158	
P-501	147	
P-502	158	
P-503	158	
P-504	147	
P-505	158	
P-506	147	
P-507	158	
SUBTOTAL PRIVATE AREA	13,807	
COMMON AREA	18,810	
TOTAL AREA (GARAGE LEVEL)	32,617	

HATCHING LEGEND

	PRIVATE AREA
	LIMITED COMMON AREA
	COMMON AREA



Plot Date: December 5, 2007

THE ONE & NINE CONDOMINIUMS AMENDED PARKING LEVEL FLOOR PLAN

SALT LAKE COUNTY RECORDER

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

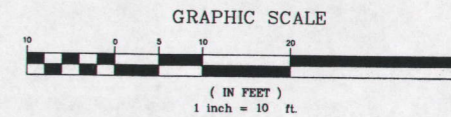
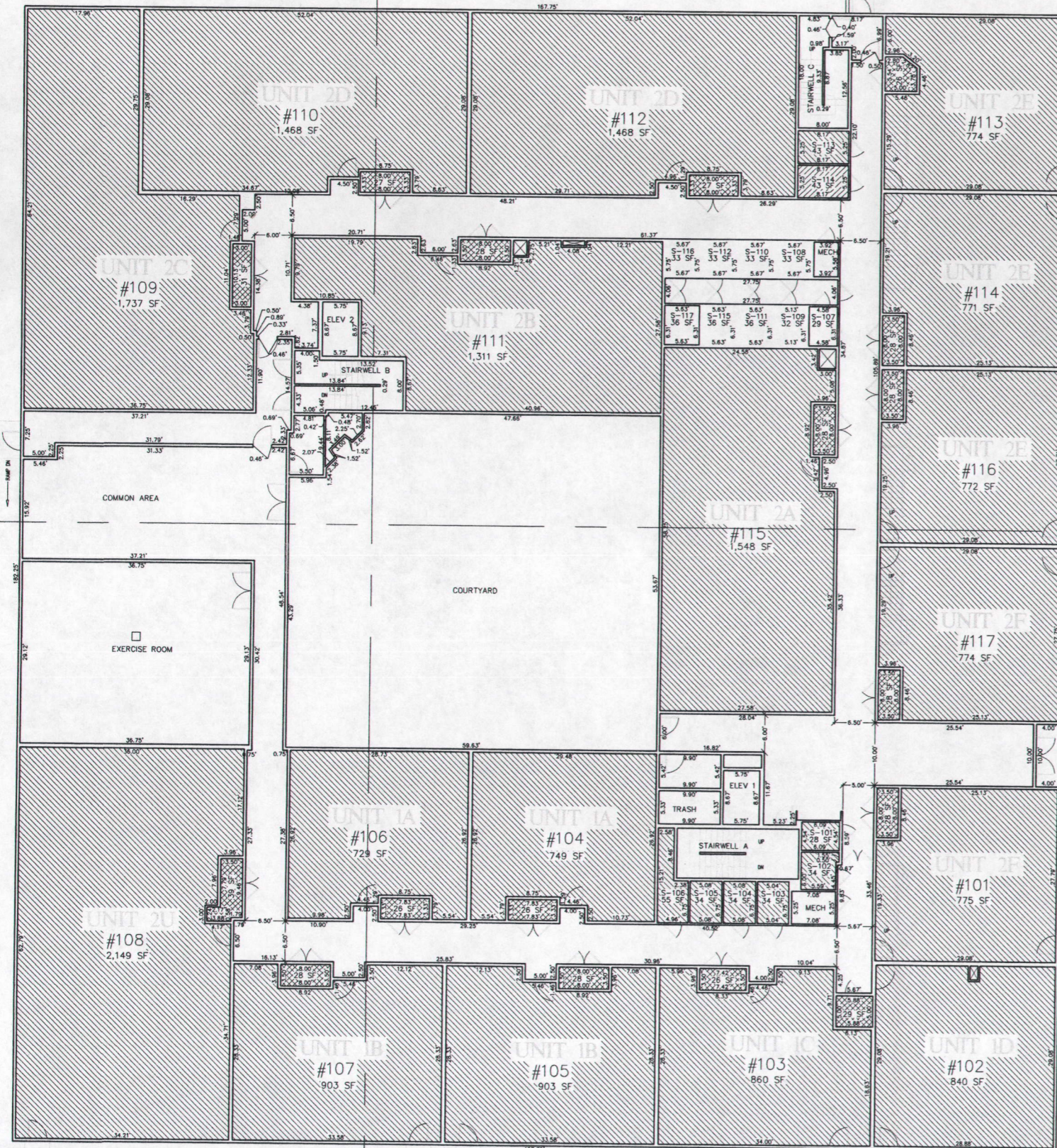
FEE: \$ _____ CHIEF DEPUTY: SALT LAKE COUNTY RECORDER

PREPARED BY:
Evergreen Engineering, Inc.
 Civil Engineering • Land Surveying • Land Planning
 50 Shadow Ridge Drive • Level B1 • Suite 200
 PO Box 2861 • Park City • Utah • 84360
 Ph: 435-649-4667 • Fax: 435-649-9219
 email: office@evergreen-eng.com



NUMBER _____
 ACCOUNT _____
 SHEET **2**
 OF **7** SHEETS

FIRST LEVEL FLOOR PLAN

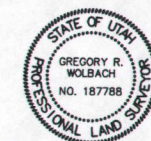


FIRST FLOOR AREAS

PRIVATE LIVING AREA	
UNIT 101	775 SF
UNIT 102	840 SF
UNIT 103	892 SF
UNIT 104	749 SF
UNIT 105	941 SF
UNIT 106	782 SF
UNIT 107	941 SF
UNIT 108	2,170 SF
UNIT 109	1,757 SF
UNIT 110	1,480 SF
UNIT 111	1,469 SF
UNIT 112	1,480 SF
UNIT 113	774 SF
UNIT 114	771 SF
UNIT 115	1,659 SF
UNIT 116	772 SF
UNIT 117	774 SF
SUBTOTAL (PRIVATE)	19,137 SF
LIMITED COMMON AREA	
MECHANICAL CLOSE-UPS	
UNIT 101	28 SF
UNIT 102	29 SF
UNIT 103	26 SF
UNIT 104	26 SF
UNIT 105	28 SF
UNIT 106	26 SF
UNIT 107	28 SF
UNIT 108	39 SF
UNIT 109	31 SF
UNIT 110	27 SF
UNIT 111	28 SF
UNIT 112	27 SF
UNIT 113	28 SF
UNIT 114	28 SF
UNIT 115	28 SF
UNIT 116	28 SF
UNIT 117	28 SF
SUBTOTAL (LIMITED COMMON)	483 SF
COMMON AREA	
	10,812 SF
TOTAL AREA (FIRST FLOOR)	30,532 SF

HATCHING LEGEND

	PRIVATE AREA
	LIMITED COMMON AREA
	COMMON AREA



Plot Date: December 5, 2007

THE ONE & NINE CONDOMINIUMS AMENDED FIRST LEVEL FLOOR PLAN

PREPARED BY:

Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
50 Shadow Ridge Drive • Level B1 • Suite 200
PO Box 2861 • Park City • Utah • 84060
Ph: 435-649-4667 • Fax: 435-649-9219
email: office@evergreen-eng.com



SALT LAKE COUNTY RECORDER

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE: \$ _____ CHIEF DEPUTY: SALT LAKE COUNTY RECORDER

NUMBER _____

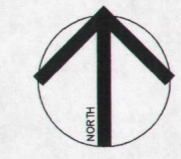
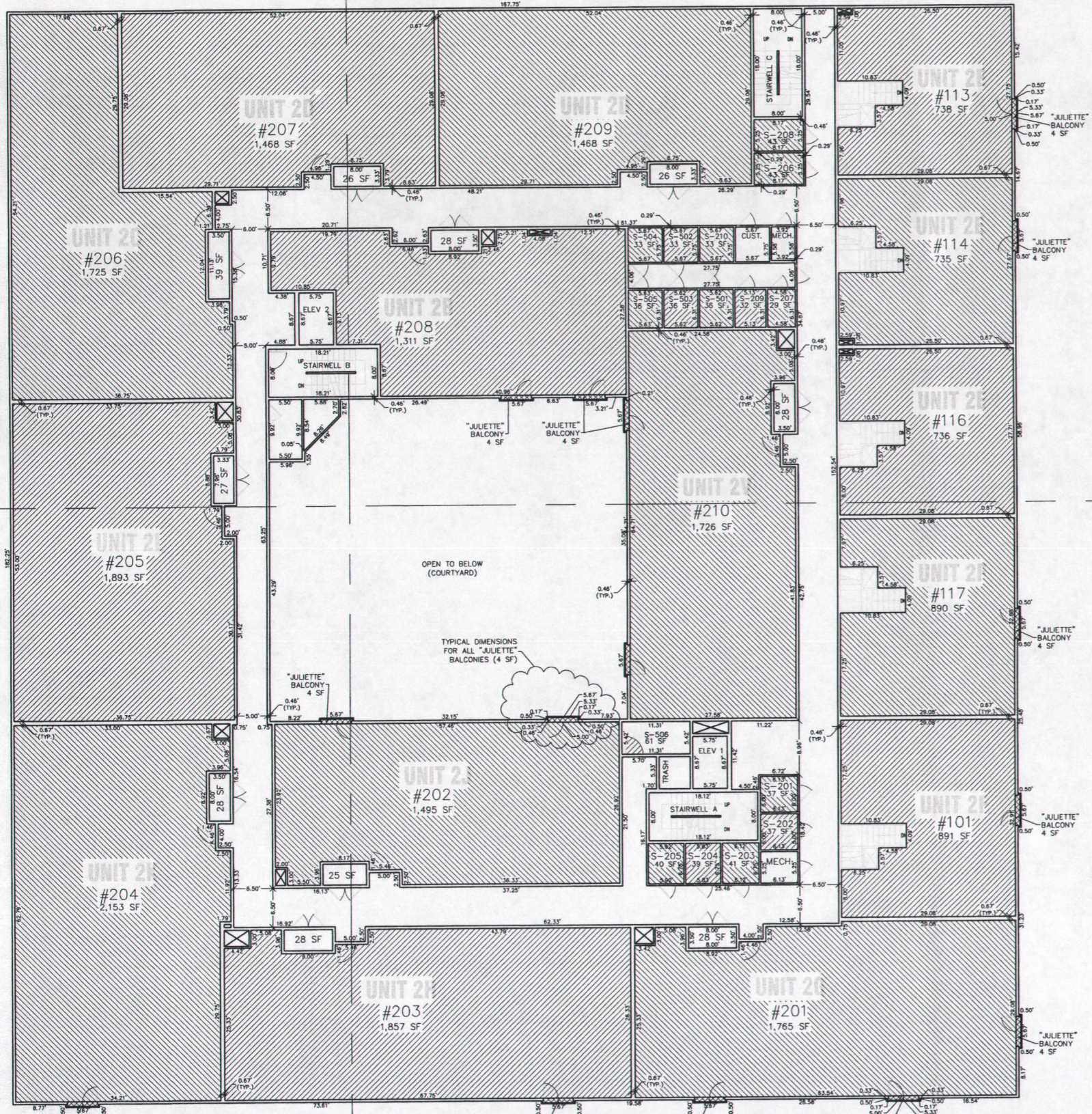
ACCOUNT _____

SHEET 3

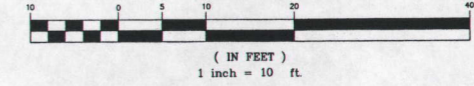
OF 7 SHEETS

NUMBER _____
ACCOUNT _____
SHEET 3
OF 7 SHEETS

SECOND LEVEL FLOOR PLAN



GRAPHIC SCALE



SECOND FLOOR AREAS

PRIVATE LIVING AREA		
UNIT 101 (2ND FLOOR)	891 SF	
UNIT 113 (2ND FLOOR)	738 SF	
UNIT 114 (2ND FLOOR)	735 SF	
UNIT 116 (2ND FLOOR)	736 SF	
UNIT 117 (2ND FLOOR)	774 SF	
UNIT 201	1,765 SF	
UNIT 202	1,495 SF	
UNIT 203	1,857 SF	
UNIT 204	2,153 SF	
UNIT 205	1,914 SF	
UNIT 206	1,753 SF	
UNIT 207	1,480 SF	
UNIT 208	1,432 SF	
UNIT 209	1,480 SF	
UNIT 210	1,847 SF	
SUBTOTAL (PRIVATE)		21,461 SF
LIMITED COMMON AREA		
MECHANICAL CLOSES		
UNIT 201	28 SF	
UNIT 202	28 SF	
UNIT 203	28 SF	
UNIT 204	28 SF	
UNIT 205	27 SF	
UNIT 206	39 SF	
UNIT 207	28 SF	
UNIT 208	28 SF	
UNIT 209	28 SF	
UNIT 210	28 SF	
DECKS		
UNIT 101	4 SF	
UNIT 113	4 SF	
UNIT 114	4 SF	
UNIT 117	4 SF	
UNIT 201	12 SF	
UNIT 202	8 SF	
UNIT 203	4 SF	
UNIT 204	4 SF	
UNIT 205	0 SF	
UNIT 206	0 SF	
UNIT 207	0 SF	
UNIT 208	0 SF	
UNIT 209	0 SF	
UNIT 210	0 SF	
SUBTOTAL (LIMITED COMMON)		348 SF
COMMON AREA		5,705 SF
TOTAL AREA (SECOND FLOOR)		27,512 SF

HATCHING LEGEND

	PRIVATE AREA
	LIMITED COMMON AREA
	COMMON AREA



Plot Date: December 5, 2007

THE ONE & NINE CONDOMINIUMS AMENDED SECOND LEVEL FLOOR PLAN

PREPARED BY:
Evergreen Engineering, Inc.
 Civil Engineering • Land Surveying • Land Planning
 50 Shadow Ridge Drive • Level B1 • Suite 200
 PO Box 2861 • Park City • Utah • 84060
 Ph: 435-649-4667 • Fax: 435-649-9219
 email: office@evergreen-eng.com

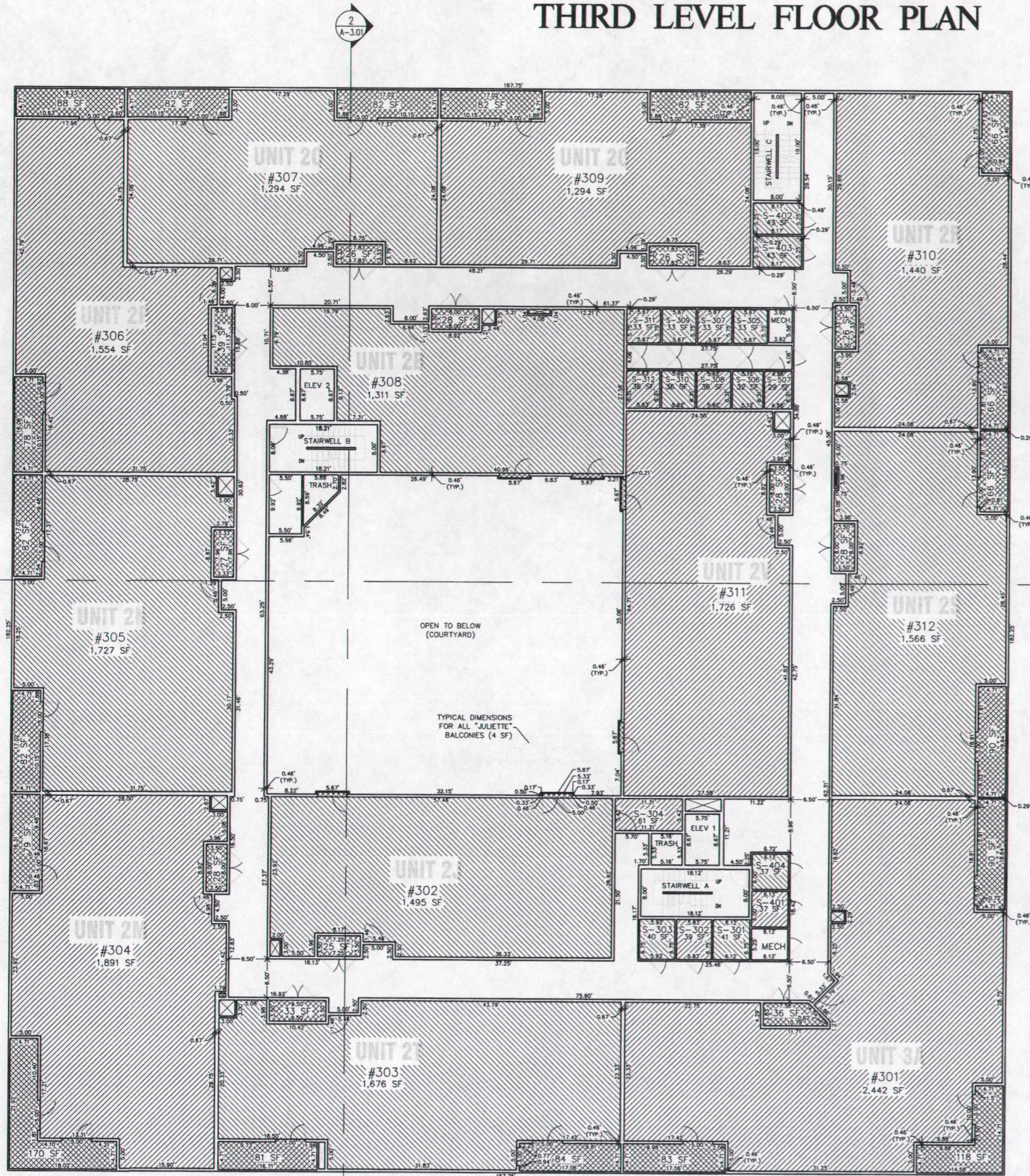


SALT LAKE COUNTY RECORDER
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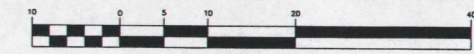
NUMBER _____
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 SHEET 4
 OF 7 SHEETS

NUMBER _____
 ACCOUNT _____
 SHEET 4
 OF 7 SHEETS

THIRD LEVEL FLOOR PLAN



GRAPHIC SCALE



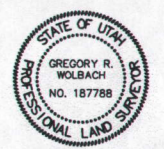
(IN FEET)
1 inch = 10 ft.

THIRD FLOOR AREAS

PRIVATE LIVING AREA	SF
UNIT 301	2,442
UNIT 302	1,495
UNIT 303	1,676
UNIT 304	1,891
UNIT 305	1,727
UNIT 306	1,554
UNIT 307	1,294
UNIT 308	1,311
UNIT 309	1,294
UNIT 310	1,440
UNIT 311	1,726
UNIT 312	1,566
SUBTOTAL (PRIVATE)	20,058
PRIVATE STORAGE CLOSETS	SF
S-301	41
S-302	39
S-303	40
S-304	61
S-305	33
S-306	32
S-307	33
S-308	36
S-309	33
S-310	36
S-311	33
S-312	36
S-401	37
S-402	43
S-403	43
S-404	37
S-507	29
SUBTOTAL (LIMITED COMMON)	2,025
LIMITED COMMON AREA	SF
MECHANICAL CLOSETS	
UNIT 301	36
UNIT 302	26
UNIT 303	33
UNIT 304	28
UNIT 305	27
UNIT 306	39
UNIT 307	26
UNIT 308	28
UNIT 309	26
UNIT 310	26
UNIT 311	28
UNIT 312	28
DECKS	SF
UNIT 301	291
UNIT 302	8
UNIT 303	165
UNIT 304	249
UNIT 305	164
UNIT 306	186
UNIT 307	164
UNIT 308	8
UNIT 309	164
UNIT 310	132
UNIT 311	8
UNIT 312	156
SUBTOTAL (COMMON AREA)	5,403
TOTAL AREA (THIRD FLOOR)	SF
	27,486

HATCHING LEGEND

	PRIVATE AREA
	LIMITED COMMON AREA
	COMMON AREA



Plot Date: December 5, 2007

THE ONE & NINE CONDOMINIUMS AMENDED THIRD LEVEL FLOOR PLAN

PREPARED BY:
Evergreen Engineering, Inc.
 Civil Engineering • Land Surveying • Land Planning
 50 Shadow Ridge Drive • Level B1 • Suite 200
 PO Box 2861 • Park City • Utah • 84060
 Ph: 435-649-4667 • Fax: 435-649-9219
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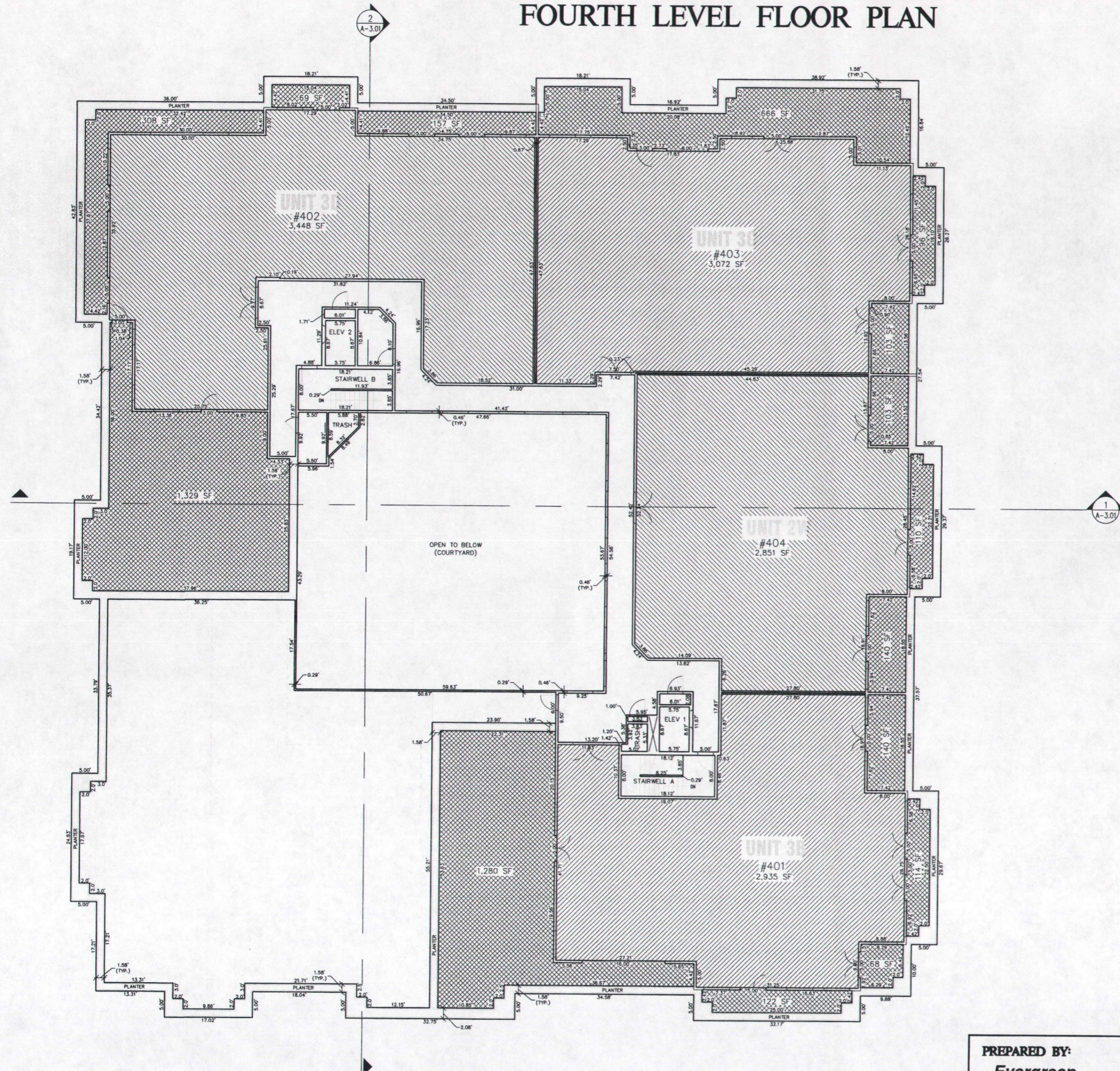


SALT LAKE COUNTY RECORDER
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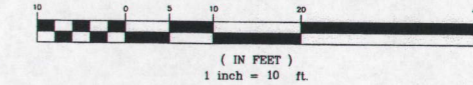
NUMBER _____
 ACCOUNT _____
 SHEET 5
 OF 7 SHEETS

NUMBER _____
 ACCOUNT _____
 SHEET 5
 OF 7 SHEETS

FOURTH LEVEL FLOOR PLAN



GRAPHIC SCALE

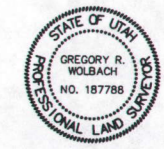


FOURTH FLOOR AREAS

PRIVATE LIVING AREA	
UNIT 401	2,935 SF
UNIT 402	3,448 SF
UNIT 403	3,072 SF
UNIT 404	2,851 SF
SUBTOTAL (PRIVATE)	12,306 SF
LIMITED COMMON AREA	
DECKS	
UNIT 401	1,724 SF
UNIT 402	1,863 SF
UNIT 403	865 SF
UNIT 404	553 SF
SUBTOTAL (LIMITED COMMON)	4,805 SF
COMMON AREA	8,595 SF
TOTAL AREA (FOURTH FLOOR)	25,706 SF

HATCHING LEGEND

	PRIVATE AREA
	LIMITED COMMON AREA
	COMMON AREA



Plot Date: December 5, 2007

THE ONE & NINE CONDOMINIUMS AMENDED FOURTH LEVEL FLOOR PLAN

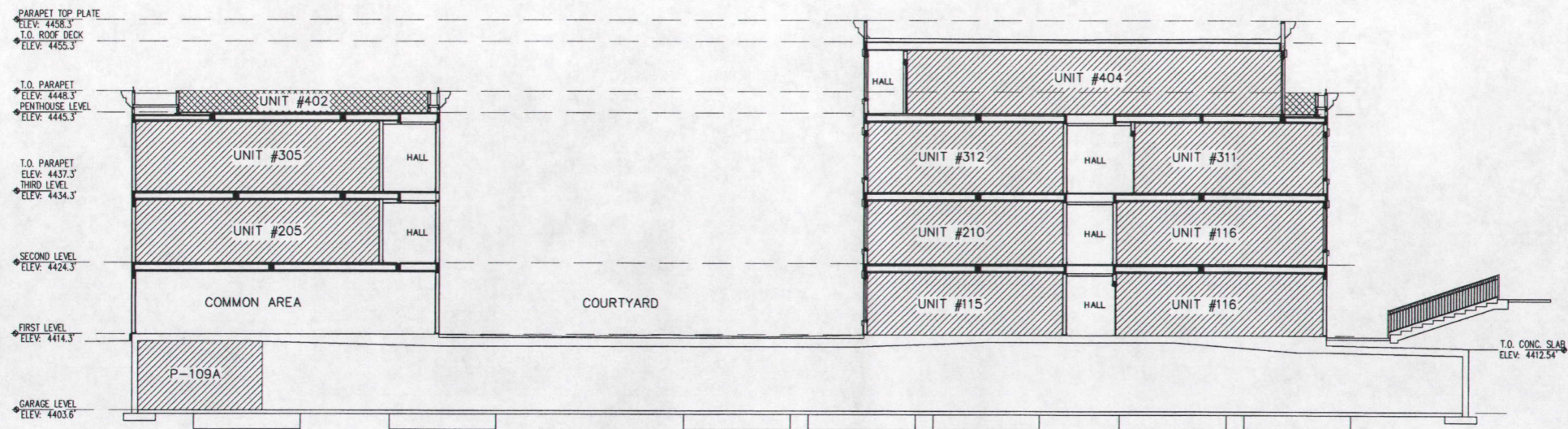
PREPARED BY:
Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
50 Shadow Ridge Drive • Level B1 • Suite 200
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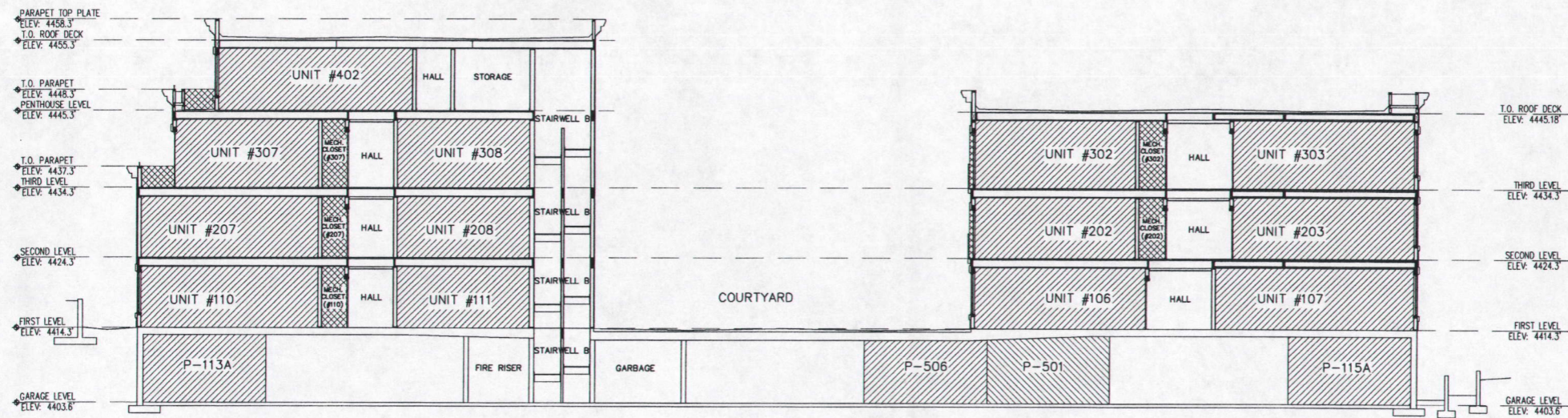
SALT LAKE COUNTY RECORDER
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT
THE REQUEST OF _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE: \$ _____ CHIEF DEPUTY: SALT LAKE COUNTY RECORDER

NUMBER _____
ACCOUNT _____
SHEET 6
OF 7 SHEETS

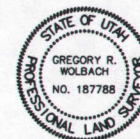
NUMBER _____
ACCOUNT _____
SHEET 6
OF 7 SHEETS



1 **WEST / EAST BUILDING SECTION**
SCALE: 1" = 10'



2 **NORTH / SOUTH BUILDING SECTION**
SCALE: 1" = 10'



Plot Date: December 5, 2007

THE ONE & NINE CONDOMINIUMS AMENDED BUILDING SECTIONS

NUMBER _____
ACCOUNT _____
SHEET 7
OF 7 SHEETS

PREPARED BY:
Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
50 Shadow Ridge Drive • Level B1 • Suite 200
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SALT LAKE COUNTY RECORDER
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NUMBER _____
ACCOUNT _____
SHEET 7
OF 7 SHEETS

Attachment C – Architectural Rendering



Attachment D – Department Comments

Maloy, Michael

From: Garcia, Peggy
Sent: Thursday, March 13, 2008 5:17 PM
To: Maloy, Michael
Subject: 480-08-07 One and Nine Condominiums
Categories: Program/Policy

Mr. Maloy,

Salt Lake City Public Utilities has reviewed the above-mentioned project and has no comments concerning the proposed changes in the condominium plat amendment.

If you need any further assistance please contact me.

Thank you,

Peggy

SALT LAKE CITY CORPORATION

LAW DEPARTMENT

RALPH BECKER
MAYOR
EDWIN P. RUTAN, II
CITY ATTORNEY

CANDEE PENMAN
PARALEGAL

MEMO

TO: Michael Maloy
FROM: Candee Penman, Paralegal, City Attorney's Office *CP*
DATE: March 18, 2008
RE: Preliminary Review of the One & Nine Condominiums

The following items are needed regarding the One & Nine Condominiums:

1. A new title report will need to be run. The date of the title report needs to be within two weeks of submitting it for review.
2. In the body of the Owner's Dedication, it needs to list Mr. Henderson's name, title and company. So it should read: *"Know all men by these present that I, Blake Henderson, Manager, The One and Nine Condominiums a LLC, the undersigned owner of the hereon described tract of land..."*. All the "we"s should be changed to "I"s. If there is more than one manager giving consent, then each person needs his/her own dedication.
3. The title report indicates that there is a trustee on this project. The trustee as a lender needs to sign a Lender's Consent. The Lender's Consent should read:

LENDER'S CONSENT

On ___(date)___, ___(name of bank/title agency)___ entered into a Trust Deed agreement with ___(company)___ for ___(\$ amount)___ recorded on ___(date recorded)___ as Entry # ___ Book# ___ Page # ___ I, ___(Name)___, ___(title)___ of ___(Name of bank/insurance agency)___ am fully aware that ___(company)___ is in the process of recording a plat affecting said property. I, ___(name)___, ___(title)___ of ___(Name of bank/title agency)___ hereby consent and give approval to the recording of the plat for the (___ Name of Condominium project)___ by ___(company)___ (example - Stonehedge Condominiums by ABC Title).

Name and Title
Bank/Title Agency Name

Dated

Lender Consent Acknowledgment

On this day ____ (Name, title and bank name/title agency) ____, personally appeared before me, __ (Name of Notary Public) __, and acknowledged that he signed the Lender Consent Agreement as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 200_.

Notary Public
My Commission Expires:

Let me know if you have any questions – Thanks! Candee – 7632.

Maloy, Michael

From: Spencer, John
Sent: Wednesday, March 19, 2008 3:39 PM
To: Maloy, Michael
Categories: Program/Policy

March 19, 2008

Michael Maloy, Planning

Re: Preliminary review of One & Nine Condominiums Amended, petition 480-08-07 at 1206

Property Management has reviewed the referenced petition and has no concerns, unless some of the improvements encroach into the public way.

Sincerely,

John Spencer,
Property Manager

Maloy, Michael

From: Walsh, Barry
Sent: Thursday, March 20, 2008 10:45 AM
To: Maloy, Michael
Cc: Young, Kevin; Drummond, Randy; Itchon, Edward; Garcia, Peggy; Butcher, Larry
Subject: Pet 480-08-07
Categories: Program/Policy

March 20, 2008

Michael Maloy, Planning

Re: Preliminary Review of "One & Nine Condominium" amendment Petition 480-08-07 at 88 South 900 East.

The division of transportation review comments and recommendations are for approval as follows:

The amendment is noted for interior hall way width revisions only. No change to past approval of number of units or parking stall provisions.

Sincerely,

Barry Walsh

Cc Kevin Young, P.E.
Randy Drummond, P.E.
Ted Itchon, Fire
Peggy Garcia, Public Utilities
Larry Butcher, Permits
File

TO: MIKE MALOY, PRINCIPAL PLANNER, PLANNING
DIVISION

FROM: RANDY DRUMMOND, P.E., ENGINEERING

DATE: MAR. 25, 2008

SUBJECT: **'One & Nine' Condominiums Amended-
Petition No. 480-08-07;
88 South 900 East**

SLC Engineering's review comments are as follows:

1. This is a condominium project which was approved last summer. The new application is necessary due to a change on a wall or walls of the structure, requiring an amended plat. All street right-of-way exists to meet requirements, and both frontages are improved. However, both frontages also need some re-construction to meet present development standards. The developer shall complete the required improvements replacement as shown on the previously submitted improvement drawing by having a licensed, bonded, insured contractor obtain a Public Way Permit to replace the required improvements on both frontages as well as any other improvements which may have been damaged during construction.
2. The plat is being reviewed by our office and pertinent comments will be given to the consulting surveyor via a red-lined copy.

cc: Craig Smith
George Ott
Scott Weiler
Brad Stewart
Barry Walsh
Vault

Maloy, Michael

From: Walkingshaw, Nole
Sent: Monday, March 31, 2008 8:22 AM
To: Maloy, Michael
Cc: Butcher, Larry
Subject: one nine condominiums amended plat
Categories: Program/Policy

Michael;

Building Services has the following comments:

- Level One; the entry ways as shown on the active building plans show the entry ways to each unit as being flush with the hallway walls. The amended plat shows a step in or entry way the plat needs to be amended to be consistent with the building plans. Unit #'s 103, 104, 105, 106, 107, 109, 110, 111, 112, 115.
- Level Two; the entry ways as shown on the active building plans show the entry ways to each unit as being flush with the hallway walls. The amended plat shows a step in or entry way the plat needs to be amended to be consistent with the building plans. Unit #'s 201, 202, 203, 204, 205, 206, 207, 208, 209, 210.
- Interior stairways leading to second level of units# 101, 113, 114, 116, 117 are shown as Common Area
- Level Three; the entry ways as shown on the active building plans show the entry ways to each unit as being flush with the hallway walls. The amended plat shows a step in or entry way the plat needs to be amended to be consistent with the building plans. Unit #'s 302 through 311.
- Level Four; the entry ways as shown on the active building plans show the entry ways to each unit as being flush with the hallway walls. The amended plat shows a step in or entry way the plat needs to be amended to be consistent with the building plans. Unit #'s 403, 402

Please let me know if you have questions about the comments.

Thank you,
Nole

Nole Walkingshaw
Salt Lake City Planning and Zoning
Senior Planner/Zoning Administration
801-535-7128

Attachment E – Salt Lake City Ordinance No. 59 of 2006

C

SALT LAKE CITY ORDINANCE
No. 59 of 2006
(Rezoning Property Generally Located at 100 South 900 East and Amending the Central
Community Master Plan)

REZONING PROPERTY GENERALLY LOCATED AT 100 SOUTH 900 EAST
FROM MODERATE DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (RMF-35) TO
MODERATE/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (RMF-45), AND
AMENDING THE CENTRAL COMMUNITY MASTER PLAN, PURSUANT TO PETITION
NO. 400-05-43.

WHEREAS, the Planning Commission and the City Council of Salt Lake City, Utah,
have held public hearings and have taken into consideration citizen testimony, filing, and
demographic details of the area, the long range general plans of the City, and any local master
plan as part of their deliberations. Pursuant to these deliberations, the City Council has
concluded that the proposed amendments to the Master Plan and change of zoning for the
property generally located at 100 South 900 East is appropriate for the development of the
community in that area and in the best interest of the city.

NOW, THEREFORE, be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. REZONING OF PROPERTY. The property generally located at 100 South
900 East, which is more particularly described on Exhibit A attached hereto, shall be and hereby
are rezoned from moderate density multi-family district (RMF-35) to moderate/high density
multi-family district (RMF-45).

SECTION 2. AMENDMENT TO ZONING MAP. The Salt Lake City Zoning Map,
adopted by the Salt Lake City Code, relating to the fixing of boundaries and zoning districts,
shall be, and hereby is amended consistent with the rezoning of property identified above.

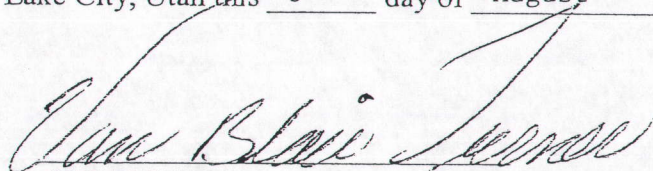
SECTION 3. AMENDMENT OF MASTER PLAN. The Central Community Master Plan, as previously adopted by the Salt Lake City Council, shall be, and hereby is amended consistent with the rezoning set forth herein.

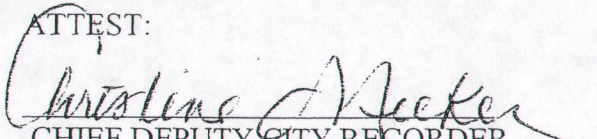
SECTION 4. CONDITIONS. This Ordinance is conditioned upon the execution of a Development Agreement substantially in the form attached hereto as Exhibit B.

SECTION 5. EFFECTIVE DATE. The City Recorder is instructed not to publish or record this Ordinance until the City's Director of Community Development has identified that the conditions set forth therein have been satisfied. If the conditions set forth herein have not been satisfied within one year after adoption, this Ordinance shall become null and void.

SECTION 6. TIME. The City Council may, by resolution, for good cause shown, extend the deadlines set forth herein.

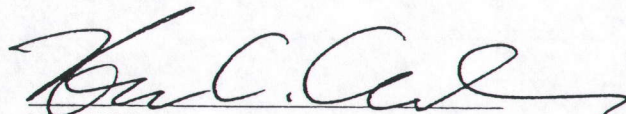
Passed by the City Council of Salt Lake City, Utah this 8 day of August, 2006.

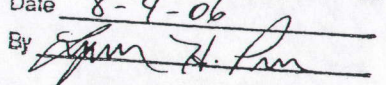

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

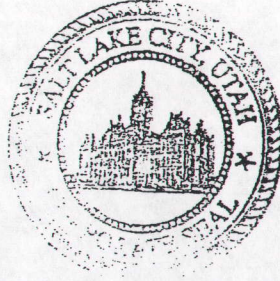
Transmitted to Mayor on August 8, 2006.

Mayor's Action: Approved. Vetoed.


MAYOR

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 8-4-06
By 

Christina J. Jeeke
CHIEF DEPUTY CITY RECORDER



(SEAL)

Bill No. 59 of 2006.

Published: _____.

I:\Ordinance 06\Rezoning 100 South 900 East - 03-21-06 draft.doc

DD
4/3/16

Attachment A

PARCEL A (58 SOUTH 900 EAST):

PARCEL 1:

BEGINNING 4 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 8, BLOCK 58, PLAT "B", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 37.25 FEET THENCE WEST 330 FEET; THENCE SOUTH 37.25 FEET; THENCE EAST 330 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING 119.75 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 58, PLAT "B", SALT LAKE CITY SURVEY; AND RUNNING THENCE SOUTH 4 FEET; THENCE WEST 330 FEET; THENCE NORTH 4 FEET; THENCE EAST 330 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM PARCEL 1 AND 2 THE FOLLOWING DESCRIPTION:

PART OF LOT 8, BLOCK 58, PLAT "B", SALT LAKE CITY SURVEY AND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 169.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 1, SAID BLOCK 58, PLAT "B" AND RUNNING THENCE NORTH 41.25 FEET; THENCE EAST 107.25 FEET; THENCE SOUTH 41.25 FEET; THENCE WEST 107.25 FEET TO THE POINT OF BEGINNING.

PARCEL B (70 SOUTH 900 EAST):

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 58, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT OF BEGINNING BEING SOUTH 89°58'22" WEST 64.35 FEET AND NORTH 00°01'05" WEST 63.58 FEET FROM THE MONUMENT AT THE INTERSECTION OF 900 EAST AND 100 SOUTH STREETS; RUNNING THENCE SOUTH 89°58'28" WEST 165.0 FEET; THENCE NORTH 00°01'02" WEST 169.0 FEET; THENCE NORTH 89°58'28" EAST 165.0 FEET; THENCE SOUTH 00°01'02" EAST 169.0 FEET TO THE POINT OF BEGINNING.

PARCEL C (857 EAST 100 SOUTH):

COMMENCING 10 RODS (165 FEET) WEST OF THE SOUTHEAST CORNER OF LOT 1, BLOCK 58, PLAT "B", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 10 RODS (165 FEET); THENCE WEST 3 1/2 RODS (57.75 FEET); THENCE SOUTH 10 RODS (165 FEET); THENCE EAST 3 1/2 RODS (57.75) TO THE PLACE OF BEGINNING.

RIGHT OF WAY EASEMENT OVER PARCEL C (S.L. COUNTY ENTRY NO. 2563412, BK. 3400, PG. 129; RECORDED AUGUST 22, 1973. IN FAVOR OF MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, A COLORADO CORPORATION):

A SIX FOOT (6') EASEMENT, 3 FEET EITHER SIDE OF A BURIED TELEPHONE CABLE ACROSS THE FOLLOWING DESCRIBED PROPERTY: COMMENCING 6 1/2 RODS (107.25 FEET) EAST OF THE SOUTHWEST CORNER OF LOT 1, BLOCK 58, PLAT "B", SALT LAKE CITY SURVEY; THENCE EAST 3 1/2 RODS (57.75 FEET); NORTH 10 RODS (165 FEET); WEST 3 1/2 RODS (57.75 FEET); SOUTH 10 RODS (165 FEET) TO THE BEGINNING.

PARCEL D (865 EAST 100 SOUTH):

BEGINNING 169 FEET NORTH AND 165 FEET WEST OF THE SOUTHEAST CORNER OF LOT 1, BLOCK 58, PLAT "B", SALT LAKE CITY SURVEY; THENCE SOUTH 4 FEET; THENCE WEST 57.75 FEET; THENCE NORTH 4 FEET; THENCE EAST 57.75 FEET TO THE POINT OF BEGINNING.

Sidwell Numbers: 16-05-126-051, 16-05-126-040, 16-05-126-045, 16-05-126-063

Approximately 1.07 Acres

When recorded return to:
Salt Lake City Corporation
Attn: Planning Director
451 South State Street
Salt Lake City, UT 84111

**DEVELOPMENT AGREEMENT
(100 SOUTH 900 EAST, SALT LAKE CITY, UTAH)**

This Development Agreement is entered into as of this ___ day of August, 2006 by and among _____ (“Developer”) as the owner and developer of certain real property located in Salt Lake City, Utah, and SALT LAKE CITY CORPORATION, a municipality and political subdivision of the State of Utah (the “City”).

RECITALS

A. Developer is the owner of certain real property located at approximately 100 South 900 East in Salt Lake City, Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”), on which it proposes the development of a multi-family residential project, as more fully described on the plans attached hereto as Exhibit B (the “Project”).

B. In order to construct the Project as proposed, Developer has requested that the Property be rezoned from moderate density multi-family residential (RMF-35) to moderate/high density multi-family residential (RMF-45).

C. Developer has also offered to modify the design of the Project in order to insure greater compatibility with the local neighborhood, and to further promote the policies, goals and objectives of the City.

D. The City, acting pursuant to its authority under Utah law, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions and regulations has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and the City hereby agree as follows:

1. Construction of Project. In consideration of the City’s rezoning of the Property to RMF-45 as requested, Developer agrees to construct a multi-family residential building on the Property consistent with the plans attached hereto as Exhibit B.

2. Design Modifications. Developer also agrees to the following restrictions on the development of the Property, as more fully reflected on the revised plans:

a. The exterior of the fourth floor of the building on the two sides fronting on 900 East and 100 South shall be set back an additional six (6) feet from the original façade of the exterior as shown on the original plans and specifications for the building. The exterior of the fourth floor shall thus be set in six (6) feet from the exterior of the first through third floors of the building on all portions of the original exterior wall that were to be flush with the exterior of the remainder of the building; and shall be set in twelve (12) feet from the exterior of the first through third floors on all portions of the original exterior wall that were to be set in six (6) feet from the exterior of the remainder of the building.

b. The density shall be 43 units, reflecting a reduction from the 46 or 47 units allowed under the RMF-45 zoning.

c. Developer will provide seventy-eight (78) parking stalls as required by City zoning, together with an additional fifteen (15) guest or visitor parking stalls in the building's underground parking facility, for a total of ninety-three (93) parking stalls. Notwithstanding anything in this paragraph, in the event Developer is required to provide additional handicapped-accessible parking or other concessions under the Americans with Disabilities Act ("ADA") or other applicable law, Developer shall be allowed to reduce the number of guest or visitor parking stalls to facilitate compliance with the provisions thereof.

2. Reserved Legislative Powers. Nothing in this agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement.

3. Subdivision Plat Approval And Compliance With City Design And Construction Standards. Developer expressly acknowledges and agrees that nothing in this agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval of plans for the Project, including the payment of fees and compliance with all other applicable ordinances, resolutions or regulations, policies and procedures of the City.

4. Agreement To Run With The Land. This agreement shall be recorded against the Property as described in Exhibit A attached hereto 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 Property.

5. Assignment. Neither this agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this agreement and without the prior written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of previously approved and platted lots or condominium units within any phase of the Project.

6. No Joint Venture, Partnership Or Third Party Rights. This agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

7. Integration. This agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

8. Severability. If any part or provision of this agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not effect any other provision of this agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of this scope or breadth permitted by law.

9. Final Site Plan Approval. The Salt Lake City Planning Director shall have final approval over the site plan for the Project, and all aspects related thereto.

10. Voluntary Agreement. This agreement is entered into voluntarily by all parties in an effort to facilitate the development and construction of the proposed Project for the mutual benefit of both parties, and no party is acting under coercion or duress of any kind.

11. Specific Performance. The parties acknowledge that in the event of a default of this agreement, other remedies may be insufficient to provide full relief and therefore consent to the imposition of an order of specific performance of the terms of this agreement, in addition to any other relief which may be available by law or ordered by court of competent jurisdiction.

12. Effective Date. This agreement shall be binding and effective upon the date executed by all parties hereto.

13. Counterparts. This agreement may be executed in any number of counterparts with each executed counterpart constituting an original, but all of which together shall constitute one and same instrument.

14. Notice. Any notice required or to be given to any other party under the terms of this agreement shall be directed to the following addresses:

To the Developer:

To the City:

Salt Lake City Corporation
Attn: Planning Director
451 South State Street
Salt Lake City, UT 84111

The parties agree to give prompt notice to all the parties of any change in the foregoing addresses.

15. No Waiver. Failure to enforce any provision of this agreement does not waive the right to enforce that provision, or any other provision of this agreement.

Executed as of the date first set forth above.

DEVELOPER

By: _____
Title: _____

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

On the ____ day of August, 2006, personally appeared before me _____, who, being by me duly sworn, did say that he/she is the _____ of _____, and said person acknowledged to me that said corporation executed the same.

NOTARY PUBLIC, residing in

My Commission Expires:

SALT LAKE CITY CORPORATION

By: _____
Title: _____

ATTEST AND COUNTERSIGN:

Chief Deputy City Recorder

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

On the _____ day of August, 2006, personally appeared before me
_____, who, being by me duly sworn, did say that he/she is the
_____ of SALT LAKE CITY CORPORATION, and said person
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC, residing in

My Commission Expires:

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