



When Recorded Return to:
 Kathy T. Kresser, City Recorder
 Pleasant Grove City
 70 South 100 East
 Pleasant Grove, Utah 84062

ENT 88638:2011 PG 1 of 11
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2011 Dec 09 1:32 pm FEE 0.00 BY SW
 RECORDED FOR PLEASANT GROVE CITY CORPORA

DEVELOPMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into as of July 20, 2011, by and between **PLEASANT GROVE CITY**, a municipality of the State of Utah ("City"), and Randy S. Butters, as an individual and Butters Investment Co., a limited partnership formed under the laws of the State of Utah, (collectively the "**Developer**").

WHEREAS, Developer is desirous of developing a subdivision within Pleasant Grove City located at approximately 2000 West and State Street, and known as "Grove Pointe Development Plat A;" and

WHEREAS, City desires to install a monument "Welcome" sign on the corner of said development which will incorporate a water feature and landscaping (the "Sign"); and

WHEREAS, Developer has agreed to grant an easement for the construction and maintenance of said sign; and

WHEREAS, City and Developer have reached mutual agreement as to the responsibilities and terms of said construction and maintenance; and

WHEREAS, City and Developer desire to memorialize their agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Easement**. Developer agrees to grant City an easement to construct and maintain a monument sign as shown on the Grove Pointe Plat "A" subdivision plat which is attached hereto and incorporated herein as Exhibit "A."
2. **Water Line**. Developer agrees to stub water line for the Sign to a point just behind the proposed Sign location and install conduit. City will be responsible to install what is necessary to service the Sign including landscaping and sprinkling system without cost to Developer.
3. **Curb, Gutter and Sidewalk on State Street**. Developer will not be required to install the missing curb, gutter, and sidewalk on State Street simultaneously with the Grove Pointe Development. Said improvements are anticipated to be installed with the imminent State Street Widening Project by UDOT. Developer will need to install the improvements necessary to service the driveway for the development on State Street.

4. **Landscape Maintenance.** City agrees to maintain the park strip along 2000 West for the length of the Development, and the corner where the Sign will be installed. City will be responsible to mow from the Project's driveway entrance on State Street to the Project's driveway entrance on 2000 West. Said area is described more particularly as the highlighted area on the site plan which is attached hereto and incorporated herein as Exhibit "B." Developer is responsible for all other maintenance and irrigation for the highlighted area and outside the easement. Developer will hold City harmless from any irrigation issues or flooding issues occurring in that area.
5. **Watering.** City will be responsible for watering the area within the UDOT right-of-way that is immediately adjacent to the easement area and the area within the Right of Way. Developer will be responsible for watering all other areas of the Development. City and Developer agree to coordinate watering schedule so that mowing and maintenance can be cooperatively accomplished as well.
6. **Landscaping Easement Area.** City agrees to sod the easement area simultaneously with the Development's landscaping and plant at least 2 trees in that area (See Exhibit "E") City reserves the right to plant more trees and install additional landscaping as the sign and water feature are completed as shown on the Sign Concept Plan which is attached hereto as "Exhibit C" and is incorporated herein.
7. **Irrigation System.** Developer agrees to follow the City's Standard Specifications and Drawings with regard to installing irrigation system components that lie within the area that the City will be maintaining. See Exhibit "D" Landscape and Irrigation Plan.
8. **Power Conduit and Meter.** City needs a power conduit and water meter installed for the water feature and irrigation controller. City will arrange the installation with Pacifcorp. Said equipment shall be installed prior to the landscaping. Developer agrees to coordinate with City on timing of the installation.
9. **Sign.** City is responsible to install and pay for Sign and its attendant improvements.
10. **Sign Improvements.** Developer understands and agrees that City anticipates installing the Sign and its attendant improvements at such time as UDOT constructs its State Street Widening Project. City reserves the right to install the sign and attendant improvements at its discretion. Until such time as the sign is installed, City agrees to maintain the easement area with sod and at least 2 trees.
11. **Sign Infrastructure.** Developer agrees that City may coordinate with Developer's contractor to install the remaining infrastructure to service the Sign at City's expense.
12. **Agreement to Run with Land:** This agreement will be recorded and run with the land. Said property more particularly described as Lots 1 and 2, Grove Pointe Subdivision Plat "A", Pleasant Grove, Utah, 84062.
13. **Amendments:** This Agreement may be amended only by written agreement of the

Parties.

14. **Severability of Provisions**: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and the manifest general intent of this Agreement.
15. **Successors**: This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns.
16. **Waivers**: No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.
17. **Governing Law**: This Agreement shall be governed by and construed in accordance with the law of the State of Utah.
18. **Relationship**: Nothing in this Agreement shall create between the Parties, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise.
19. **Notices**: Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service or by deposit of such with the United States Postal Service, or any successor thereto, and said deposit having been designated as certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon the execution of a sworn affidavit of the personal server or the execution of a United States Postal Service return receipt. The Parties shall have the right to change addresses, and shall within 10 days of any such addresses change, provide written notice of such change to other Parties hereto. Notices to the Parties shall be addressed as follows:
- a. **Developer**: Butters Investment Co., 6272 S. Havenbrook Circle, Murray, Utah 84121. Attn: Randy S. Butters,
 - b. **City**: Pleasant Grove City, 70 South 100, East Pleasant Grove, Utah 84062. Attn: Scott Darrington, City Administrator.
20. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but a single instrument.
21. **Construction**: No rule of strict construction shall be applied against any Party.
22. **Cooperation**: The Parties shall cooperate together, take such additional actions, sign

such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

- 23. **Exhibits:** Any Exhibits attached hereto are incorporated herein by reference.
- 24. **Knowledge:** The Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

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

CITY:

PLEASANT GROVE CITY, a
Utah Municipal Corporation

By: *Bruce W. Call*
Bruce W. Call, Mayor



ATTEST:

Kathy T. Kresser
Kathy T. Kresser
City Recorder

BUTTERS INVESTMENT COMPANY:

By: *Randy S. Butters*
Randy S. Butters
Its: *General Partner*

State of Utah *Utah*

:SS

County of Utah *Utah*

In witness whereof, said *Linda Hales* ~~*Randy Butters*~~, has caused this instrument to be executed by its proper officers thereunto duly authorized, this *2nd* day of *Nov*, 2011. And that said *Randy Butters*, personally appeared before me, and swears that he is the *General Partner* of Butters Investment Company, a limited partnership company, and that the within and foregoing instrument was signed on behalf of said company by authority of its: *General Partner*, and said *Randy Butters* acknowledged to me that said company executed the same.

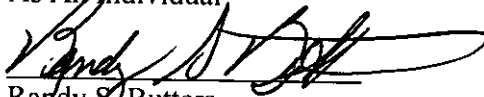
Linda Hales
NOTARY PUBLIC

8-17-2014

Expires

Commission

RANDY S. BUTTERS,
As An Individual


Randy S Butters

State of Utah *utah*

County of Utah *utah*:SS

Subscribed and sworn to before me, a Notary Public, in and for the State of Utah
this 8 Nov day of 2011.



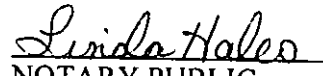
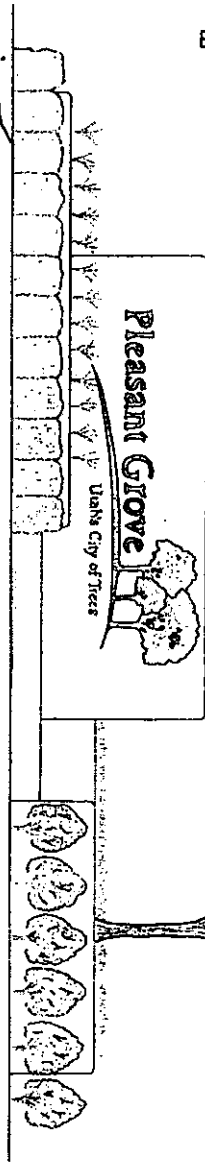
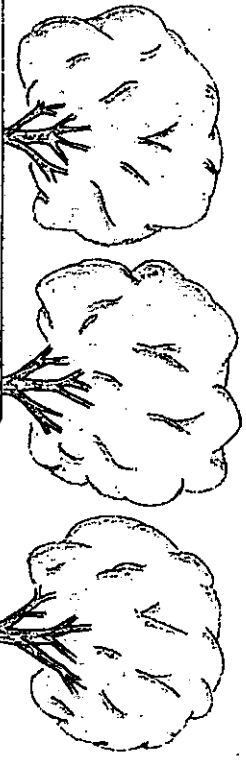

NOTARY PUBLIC
8-17-2014
Commission Expires

Exhibit "C"



SIGN CONCEPT

- CITY ENTRANCES
- CITY FACILITIES
- PARKS
- CEMETERY
- NEIGHBORHOODS

