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WHEN RECORDED, RETURN TO:

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Pleasant Grove,  
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JEFFERY SMITH  
UTAH COUNTY RECORDER  
2012 May 08 10:41 am FEE 105.00 BY EO  
RECORDED FOR PLEASANT GROVE CITY CORPORA

**MASTER DEVELOPMENT AGREEMENT  
FOR THE  
PLEASANT GROVE CITY "GROVE COMMONS"  
MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT is effective as of the 3<sup>rd</sup> day of January, 2012, by and between the City of Pleasant Grove, a Utah municipal corporation, and Public Development Partners, LLC, a Utah limited liability company.

**RECITALS**

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. On October 18<sup>th</sup>, 2011, the City zoned the Property as specified in ordinance no. 2011-25.
- C. The Zoning Ordinance includes an overlay zone, referred to as section 10-14-27-4 "THE GROVE ZONE HIGH DENSITY RESIDENTIAL OVERLAY," the Overlay.
- D. The Overlay was approved for this Property by City Council on January 3<sup>rd</sup>, 2012.
- E. Master Developer and the City desire that Property be developed in a unified and consistent fashion pursuant to the Master Plan.
- F. Provision of infrastructure to the Property is vital and, therefore, Master Developer has prepared the Infrastructure Plan.
- G. Development of the Property will include the Intended Uses specified in the Master Plan.
- H. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act, and the Zoning Ordinance and to operate to the benefit of the City, Master Developer, and the general public.

I. The City Council has reviewed this MDA and determined that it is consistent with the Act, the Zoning Ordinance, the Overlay Zone, and the Zoning of the Property.

J. The parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing sales tax and other revenues to the City based on improvements to be constructed on the Property.

K. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this MDA.

L. Master Developer and the City have cooperated in the preparation of this MDA.

M. The parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as part of the Project as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

N. The parties understand and intend that this MDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann., §10-9a-102 (2009).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

#### TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" – "F" are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann., §§10-9a-101, *et seq.* (2009).

1.2.2. **Administrative Action** means and includes any changes or modifications to the Exhibits to this MDA or other action that may be approved by the Administrator as provided in Section 21.

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.4. **Applicant** means a person or entity submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.5. **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Property and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements are generally considered to be in the nature of "System Improvements", as defined in Utah Code Ann., § 11-36-101, *et seq.* (2009).

1.2.6. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, *private* or public infrastructure, Project Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.7. **Buildout** means the completion of all of the development on all of the Project.

1.2.8. **CC&R's** means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property.

1.2.9. **City** means the City of Pleasant Grove, a Utah municipal corporation.

1.2.10. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.11. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.12. **Parks** means those areas that are dedicated to the City as provided in Section 8.

1.2.13. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the date of this MDA.

1.2.14. **Commercial Site Plan** means the plan submitted to the City for the approval of the development of a portion of the Project which may include multiple buildings that are not intended to be on individual subdivision lots and includes apartments, shopping centers or similar multi-building developments or plans for other developments on the Project which are allowed by the applicable Zone as a conditional use.

1.2.15. **Council** means the elected City Council of the City.

1.2.16. **Default** means a material breach of this MDA.

1.2.17. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

1.2.18. **Density** means the number of Residential Dwelling Units allowed per acre.

1.2.19. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Commercial Site Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.20. **Development Report** means a report containing the information specified in Sections 4.4 submitted to the City by Master Developer for the development by Master Developer of any Parcel or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.21. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann., § 10-9a-603 (2009), and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.22. **Homeowner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.23. **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann., §§ 11-36-101, *et seq.*, (2009).

1.2.24.**Infrastructure Plan** means Exhibit “D”, the plan adopted simultaneously with this MDA showing the Backbone Infrastructure for the Property for culinary water, sanitary sewer, and roads. Storm water infrastructure will be designed at a later date.

1.2.25.**Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, parks, trails and other uses as more fully specified in the Master Plan.

1.2.26.**Master Developer** means Public Development Partners, L.L.C., a Utah limited liability company and its assignees or transferees as permitted by this MDA.

1.2.27.**Master Plan** means Exhibit “B”, a plan that sets forth the concept and uses for the proposed future development of the Property.

1.2.28.**Maximum Residential Units** means the development on the Property of up to 18 Residential Dwelling Units per acre of residential acreage within the Property subject to Developer or Subdeveloper meeting the density requirements, per the Overlay. Maximum Residential Units do not include additional residential units which can be built above ground-level spaces within the retail/commercial uses as shown in the Master Plan, according to the Overlay.

1.2.29.**MDA** means this Master Development Agreement including all of its Exhibits.

1.2.30.**Modification Application** means an application to amend this MDA (but not including those changes which may be made by Administrative Action).

1.2.31.**Open Space** means an area that is planned and designed as an amenity to serve and is necessary for the use and convenience of a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans).

1.2.32.**Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

1.2.33.**Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.34.**Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.35.**Overlay** means section 10-14-27-4 of the Pleasant Grove City Municipal Code, referred to as "THE GROVE ZONE HIGH DENSITY RESIDENTIAL OVERLAY".

1.2.36.**Parcel** means an area identified on the Master Plan for development of a particular type of Intended Use that is not an individually developable lot.

1.2.37.**Parcel Sale** means the entering into a real estate purchase contract to sell a Parcel to a Subdeveloper by either the Master Developer or by the then-current land owner.

1.2.38.**Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.39.**Planning Commission** means the City's Planning and Zoning Commission established by the Ordinance.

1.2.40.**Project** means the development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Densities, Phases and all of the other aspects approved as part of this MDA including its Exhibits.

1.2.41.**Project Infrastructure** means those items of public or private infrastructure which are a condition of the approval of a Development Application because they are necessary for development of the Property such as local roads or utilities and that are located on that portion of the Property which is subject to a Development Application. Project Infrastructure does not include Backbone Improvements.

1.2.42.**Residential Dwelling Unit** means, for purposes of calculating Density, a unit intended to be occupied for residential living purposes; one single-family residential dwelling and each separate unit in a multi-family dwelling, apartment building, condominium or time-share equals one Residential Dwelling Unit.

1.2.43.**Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial Development.

1.2.44.**Subdeveloper** means an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development. In certain cases, individually developable commercial lots may be sold for development. In such cases, the acquiring party is also a Subdeveloper.

1.2.45.**Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.46.**Subdivision Application** means the application to create a Subdivision.



1.2.47. **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.48. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the project. For work to be substantially complete it is not required that the work be 100% complete.

1.2.49. **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann., §11-36-102(16) (2009).

1.2.50. **Zone** means the zoning for the Property as specified on the Zoning Map.

1.2.51. **Zoning Map** means Exhibit "E" which is a map of the Zones of the Property.

1.2.52. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Effect of this MDA.** This MDA shall be the sole agreement between the parties for the development of the Property.

3. **Development of the Project.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), this MDA and its Exhibits. The City acknowledges that the Master Plan satisfies any requirements under the Zoning Ordinance and the Overlay Zone for a concept plan for the development of the Property.

4. **Development of the Property in Compliance with the Master Plan.**

4.1. **Project Maximum Density.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units and to have developed the other Intended Uses as specified in the Master Plan.

4.2. **Parcels Intended Uses and Densities.** Intended Uses and Densities for each Parcel are shown on the Master Plan for the Property.

4.3. **Use of Density.** Master Developer may use any of the Maximum Residential Units in the development of any Subdivision (or any approved Commercial Site Plan allowing for residential uses) so long as at Buildout, the maximum density shall be no more than the density specified in the Master Plan.

4.4. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The City acknowledges that Master Developer may seek and obtain approval for the subdivision of a portion of the Project into a Parcel without providing such detailed development information subject to the specific "Parcel Sales" provisions of the Section 6.13. Parcel Sales directly to mid-box retailers, (Subdevelopers) who will in turn develop and build based on timetables between Subdeveloper and the City, shall qualify and be deemed as "being built prior to or simultaneously with residential elements," as referenced in the Overlay Zone.

5. **Zoning and Vested Rights.**

5.1. **Current Zoning.** The Project is currently zoned as specified in the Zoning Map. The Project is also subject to rights and privileges of the Overlay.

5.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Master Developer intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grants to Master Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann., §10-9a-509 (2009).

5.2.1. Invalidity. Developer covenants not to bring suit to have any of the City’s Vested Laws declared to be unlawful, unconstitutional or otherwise unenforceable. If any of the City’s Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Developer will, nonetheless comply with the terms of this MDA. Developer shall also in that event cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the parties in that regard as manifested by this MDA.

5.2.2. Exceptions. The restrictions on the applicability of the City’s Future Laws to the Project as specified in Section 5.2 are subject to only the following exceptions:

1. *Master Developer Agreement.* City’s Future Laws that Master Developer agrees in writing to the application thereof to the Project;
2. *Compliance with State and Federal Laws.* City’s Future Laws which are

generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

3. *Safety Code Updates.* City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

4. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

5. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

6. *Countervailing, Compelling Public Interest.* Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann., §10-9a-509(1)(a)(i) (2009).

7. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

5.3. **Term of Agreement.** The term of this MDA shall be until December 31, 2031. This MDA shall also terminate automatically at Buildout.

6. **Approval Processes for Development Applications.**

6.1. **Phasing.** The City acknowledges that Master Developer, assignees of Master Developer, and/or Subdevelopers who have purchased Parcels of the Property may submit multiple applications from time-to-time to develop and/or construct portions of the Master Plan for the Project in phases. Phase numbering in the Exhibits is only intended as a reference and is not intended to control the order of development of the phases.

6.2. **Water.** The City hereby accepts any American Fork Irrigation Company shares which have been used historically on the Property at a value of two (2) acre-feet of water per share. The City also agrees to use new Utah State water usage numbers, where applicable, in calculating the total number of acre feet of water necessary for the Project's various components. Further, the City will allow a credit for water requirements for any irrigated areas within the Project which will be watered by a separate irrigation system contemplated by Master Developer wherein the adjacent "slough" water would be used to irrigate landscaped areas as opposed to culinary water. Any additional water required for the Property shall be provided by approval of relief petition from City on a current-year determination of replacement cost for Pleasant Grove Irrigation shares. Developer shall also have the option to provide acceptable shares to fulfill the requirement.

6.3. **Processing Under City's Vested Laws.** Approval processes for Development Applications shall be as provided in the City's Vested Laws except as otherwise provided in this MDA. Development Applications shall be approved by

the City if they comply with the City's Vested Laws and conform to this MDA.

6.4. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications.

6.5. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application upon the request of either party the parties will confer and determine whether the City and/or the Master Developer or a Subdeveloper wishes the City to Outsource the review of any aspect of the Development Application to insure that it is processed on a timely basis. If either party determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with the Master Developer (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with the Outsourced work. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

6.6. **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency then Applicant is not subject to City approval for compliance with Non-City Agency requirements. However, the Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

6.7. **Acceptance of Certifications Required for Development Applications.** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the City or any other agency of the City. It is not the intent of this Section to preclude the normal process of the City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless and changes to the Development Application raise new issues that need to be addressed.

6.8. **Expert Review of Certifications Required for Development Applications.** If the City, notwithstanding such a certification by Applicant's

experts, subjects the Development Application to a review by City Consultants, the City shall bear the costs of such review if the City Consultants determine that the Applicant's expert certification was materially correct and that the City's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant.

6.8.1. Selection of City Consultants for Review of Certifications Required for Development Applications. The City Consultant undertaking any review by the City required or permitted by this MDA or the Ordinance shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

6.9. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.10. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Denial to



resolve the issues specified in the Denial of a Development Application.

**6.11. City Denials of Development Applications Based on Denials from Non-City Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

**6.12. Mediation of Development Application Denials.**

**6.12.1. Issues Subject to Mediation.** Issues resulting from the City's Denial of a Development Application shall be mediated.

**6.12.2. Mediation Process.** If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

**6.13. Parcel Sales.** Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for the

Project Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Project Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from relying for other Development Applications on the City's Vested Laws.

8. **Parks.** Master Developer may, at its option, transfer ownership of some or all of the Parks to an HOA. Also, Master Developer may, at its option but only if the City agrees to accept them, transfer ownership of some or all of the Parks to the City.

8.1. **Timing of the Dedication of the City Parks.**

8.1.1. **Clear Title.** All dedications of Parks to the City shall be without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of the property for a City Park.

8.2. **Maintenance of the Parks Accepted by the City.** Upon acceptance by the City of a Park which the City accepts pursuant to Section 10.3 and after formal possession, the City shall be responsible for maintaining the Park after final inspection and acceptance of the improvements to the Park.

8.3. **Maintenance of Open Space.** Maintenance of any Open Space in a manner reasonably acceptable to the City shall be the responsibility of the HOA to which ownership has been transferred.

8.4. **Tax Benefits.** The City acknowledges that Master Developer intends to seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring any of the property for the Parks to the City or to a charitable organization to the extent that Master Developer is not otherwise paid for those properties. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Improvements.**

9.1. **Utilities and Project Infrastructure.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all portions of the Project Infrastructure which are required as a condition of approval of the Development Application.

9.2. **Backbone Improvements.** The City and Master Developer shall cooperate in the construction of the Backbone Improvements as specified in the Infrastructure Plan.

9.3. **Construction Prior to Completion of Infrastructure.** Anything in the Zoning Ordinance notwithstanding, Master Developer may obtain building permits and/or temporary Certificates of Occupancy for model homes, homes shows, sales offices, construction trailers or similar temporary uses prior to the installation of all

Project Infrastructure or Backbone Improvements required to be eventually completed so long as such installation is secured pursuant to the City's Vested Laws.

9.3.1. Restrictions on Certificates of Occupancy. No permanent Certificate of Occupancy shall be issued by the City and no residential occupancy shall be permitted unless all Project Infrastructure and Backbone Improvements (except for landscaping which shall be considered pursuant to Section 17.1) required pursuant to an approved Development Application are installed and Substantially Complete.

10. Cable TV/Fiber Optic Service. Subject to all applicable Federal and State laws, Master Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the City. The conduits, cable, lines, connections and lateral connections shall remain the sole and exclusive property of Master Developer or cable/fiber optic provider even though the roadways in which the cable/fiber optic lines conduits, connections and laterals are installed may be dedicated to the City. Master Developer may contract with any cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed under State Law.

11. CC&R's. The Homeowners Association(s) will be responsible for the implementation and enforcement of the CC&R's and the Design Guidelines. The CC&R's may be amended by the processes specified in the CC&R's without any requirement of approval of such amendments by the City. Prior to the issuance of any building permits for residential, business, commercial or recreational use but excluding infrastructure the architectural control subcommittee established by the

CC&R's shall certify to the City that the proposed permit complies with the Design Guidelines and the CC&R's.

12. **Payment of Fees.** Master Developer and/or a Subdeveloper shall pay to the City all fees (including, but not limited to, plan review fees, Impact Fees, hookup fees and inspection fees) in amounts specified in the City's Vested Laws.

13. **Infrastructure Built by Master Developer.** Master Developer or Subdevelopers may, from time-to-time, install and construct portions of the infrastructure specified in the Infrastructure Plan which are System Improvements. The City shall ensure that Master Developer is not charged Impact Fees for such System Improvements and that Master Developer otherwise receives the full amounts of credits, adjustments or reimbursements for such System Improvements, as required by State law.

14. **Reimbursement for "Upsizing".** The City shall not require Master Developer to "upsized" any public improvements other than the Backbone Infrastructure (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the *pro rata* costs of such upsizing.

15. **Construction Standards and Requirements.**

15.1. **Separate Security for Landscaping.** Security for the completion of those items of landscaping that are weather dependent may be, at the option of Master Developer, by a security instrument acceptable to the City separate from the security instrument used for the other portion of the public improvements.

15.2. **Building Permits.** No buildings or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining building permits. Master Developer and/or a Subdeveloper may apply for and

obtain a grading permit following conceptual approval by the Planning Commission of a Commercial Site Plan or a Subdivision Site Plan if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer. Any grading performed by Master Developer and/or a Subdeveloper pursuant to only a grading permit prior to the establishment of finished grades by a final approval shall be at the risk of Master Developer or the Subdeveloper meaning that if there are any changes between the grade elevations created by the grading permit activities and the final, approved elevations then such changes must be made at the sole cost and expense of Master Developer or the Subdeveloper that created the discrepancy.

15.3. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with the Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

16. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to other residents and properties within the City including, but not limited to, culinary water, sewer, police, fire and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the City.

17. **Default.**

17.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform

their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

17.2. **Contents of the Notice of Default.** The Notice of Default shall:

17.2.1. Claim of Default. Specify the claimed event of Default;

17.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

17.2.3. Specify Materiality. Identify why the Default is claimed to be material; and

17.2.4. Optional Proposed Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

17.3. **Meet and Confer, Mediation.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 6.10 and 6.12.

17.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, then the parties may have the following remedies:

17.4.1. Legal Remedies. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

17.4.2. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular

Default.

17.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

17.5. **Public Meeting.** Before any remedy in Section 19.4.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

17.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 19.4.3 without the requirements of Sections 19.3. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the Council at that meeting regarding the claimed emergency Default

17.7. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

17.8. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

18. **Notices.** All notices required or permitted under this Amended Development Agreement



shall, in addition to any other means of transmission, be given in writing to the following address:

**To the Master Developer:**

Public Development Partners, L.L.C. .  
Attn: Griff Johnson  
150 West 1450 North  
Provo, Utah 84604

**To the City:**

Pleasant Grove City  
Attn: Christine Petersen  
70 South 100 East  
Pleasant Grove, Utah 84062

18.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

18.1.1. Physical Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice).

18.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice

18.1.3. Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

19. **Administrative Actions.**

19.1. **Allowable Administrative Actions:** The following modifications to this MDA may be considered and approved by the Administrator.

19.1.1.**Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

19.1.2.**Design Guidelines.** Modifications of the Design Guidelines as permitted by the Design Guidelines.

19.2. **Application to Administrator.** Applications for Administrative Action shall be filed with the Administrator.

19.2.1.**Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any the Administrative Action the Administrator may require the Administrative Action to be processed as a Modification Application.

19.2.2.**Administrator's Review of Administrative Action.** The Administrator shall consider and decide upon the Administrative Action within a reasonable time.

19.2.3.**Notification Regarding Administrator's Approval.** If the Administrator approves any Administrative Action the Administrator shall notify the Council in writing of the proposed approval. Unless the Administrator receives a notice pursuant to Section 21.2.4 requiring that the proposed Administrative Action be considered by the City Council as a Modification Application then approval of the Administrative Action by the Administrator shall be conclusively deemed binding on the City.

19.2.4.City Council Requirement of Modification Application Processing. Any member of the Council may, within ten (10) business days after notification by the Administrator, notify the Administrator that the Administrative Action must be processed as a Modification Application.

19.2.5.Appeal of Administrator's Denial of Administrative Action. If the Administrator denies any proposed Administrative Action the Applicant may process the proposed Administrative Action as a Modification Application.

20. **Amendment.** Except for Administrative Actions, any future amendments to this MDA shall be considered as Modification Applications subject to the following processes.

20.1. **Who may Submit Modification Applications.** Only the City and Master Developer or an assignee that succeeds to all of the rights and obligations of Master Developer under this MDA (and not including a Subdeveloper) may submit a Modification Application.

20.2. **Modification Application Contents.** Modification Applications shall:

20.2.1.Identification of Property. Identify the property or properties affected by the Modification Application.

20.2.2.Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.

20.2.3.Identification of Non-City Agencies. Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

20.2.4.Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and Density of all such properties.

20.2.5.Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

20.3. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

20.4. **Planning Commission Review of Modification Applications.**

20.4.1.Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Modification Application.

20.4.2.Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

20.5. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application the Council shall consider the Modification Application.

20.6. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Modification Application is not consistent with

the intent of this MDA, the Approved PUD and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

20.7. **Meet and Confer regarding Modification Applications.** The Council and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the Council's objections.

20.8. **Mediation of Council's Objections to Modification Applications.** If the matter is not legislative in nature and if the Council and Master Developer are unable to resolve a dispute regarding a Modification Application, the parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the parties are unable to agree on a single acceptable mediator they shall each, within seven (7) days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

21. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

22. **Headings.** The captions used in this MDA are for convenience only and a not intended

to be substantive provisions or evidences of intent.

23. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

24. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City as provided herein.

24.1. **Certain Sales not an Assignment.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

24.2. **Related Party Transfer.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary

24.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

24.4. **Deemed Approved.** Unless the City objects in writing within twenty (20) business days the City shall be deemed to have approved of and consented to the assignment.

24.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

24.6. **Grounds for Denying Assignment.** The City may only withhold its consent if the City is not reasonably satisfied of the assignees financial ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 6.10 and 6.12.

24.7. **Assignee Bound by this MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

25. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

26. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

27. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

28. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

29. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

30. **Attorneys Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.



31. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the Mayor and the initial representative for Master Developer shall be Mike Stewart. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

32. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

33. **Applicable Law.** This MDA is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

34. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

35. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "D", shall not be recorded in the chain of title. A secure copy of Exhibit "D" shall be filed with the City Recorder and each party shall also have an identical copy.

36. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. \_\_\_\_\_ adopted by the City on January \_\_, 2012. This MDA is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through

their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER  
Public Development Partners, LLC

CITY  
Pleasant Grove City

[Signature]  
By: CHRISTOPHER M. JOHNSON  
Its: MANAGER

[Signature]  
By: Bruce W Call  
Its: Mayor

Approved as to form and legality:

Attest:

[Signature]  
City Attorney

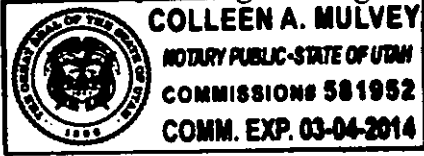
[Signature]  
City Recorder



CITY ACKNOWLEDGMENT

STATE OF UTAH )  
                  UTAH       :ss.  
COUNTY OF ~~SALT LAKE~~ )

On the 17th day of January, 2012, personally appeared before me Bruce W. Call who being by me duly sworn, did say that he is the Mayor of Pleasant Grove City, a Utah municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.



Colleen A. Mulvey  
NOTARY PUBLIC

My Commission Expires:

03-04-2014

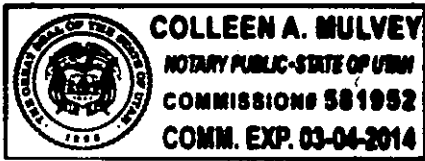
Residing at:

Utah County

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )  
                  UTAH       :ss.  
COUNTY OF ~~SALT LAKE~~ )

On the 18th day of January, 2012, personally appeared before me Griffin M. Johnson, who being by me duly sworn, did say that he is the Manager of                   , Public Development Partners, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



Colleen A. Mulvey  
NOTARY PUBLIC

My Commission Expires:

03-04-2014

Residing at:

Utah County

## TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Master Plan
Exhibit "C"	City's Vested Laws
Exhibit "D"	Infrastructure Plan
Exhibit "D1"	Roadway Plan
Exhibit "D2"	Utility Plan
Exhibit "D3"	Notes to Exhibit D1
Exhibit "E"	Zoning Map
Exhibit "F"	Overlay

**Exhibit "A"****Legal Description of Property**

The Property consists of four (4) Parcels:

Parcel 1: Utah County Serial # 140210140, also described by Utah County as: COM S 615.56 FT & E 1716.49 FT FR W 1/4 COR. SEC. 19, T5S, R2E, SLB&M.; S 72 DEG 56' 0" E 22.92 FT; S 795.51 FT; W 21.91 FT; N 802.23 FT TO BEG. AREA 0.402 AC.

Parcel 2: Utah County Serial # 140210120, also described by Utah County as: COM S 622.29 FT & E 1738.4 FT FR W 1/4 COR. SEC. 19, T5S, R2E, SLB&M.; S 72 DEG 56' 0" E 179.92 FT; S 742.81 FT; W 172 FT; N 795.61 FT TO BEG. AREA 3.037 AC.

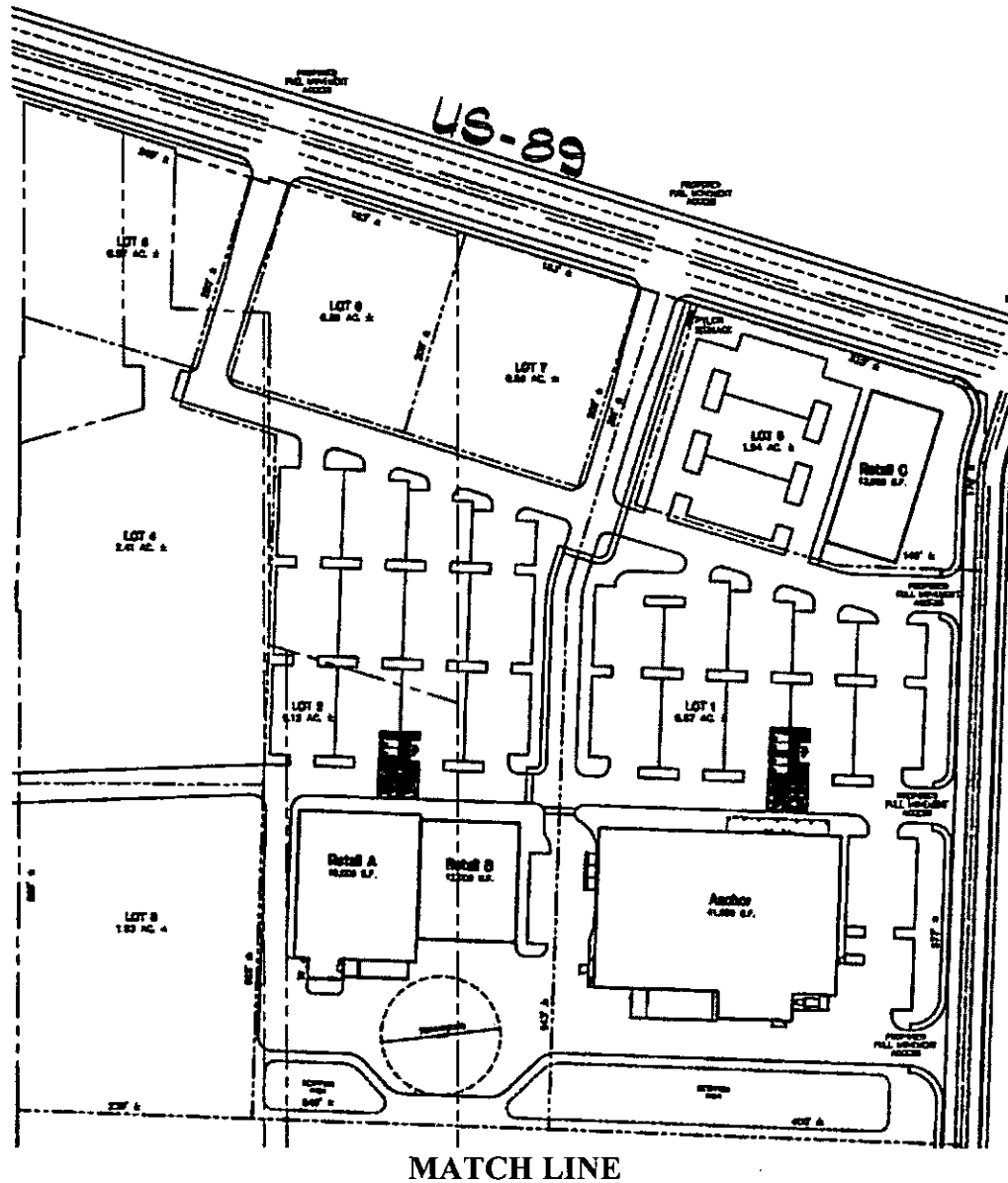
Parcel 3: Utah County Serial # 140210141, also described by Utah County as: COM S 204.7 FT & E 1910.41 FT FR W 1/4 COR. SEC. 19, T5S, R2E, SLB&M.; S 72 DEG 56' 0" E 550.65 FT; S 2 DEG 0' 26" W 1020.91 FT; S 86 DEG 13' 35" E .32 FT; S 2 DEG 19' 56" W 159.83 FT; S 0 DEG 20' 33" W 72.58 FT; S 1 DEG 3' 53" W 148.24 FT; S 1 DEG 6' 2" E 305.53 FT; S 3 DEG 0' 28" E 11.95 FT; S 0 DEG 13' 1" W 45.38 FT; S 1 DEG 26' 45" E 90.24 FT; S 0 DEG 14' 8" E 426.06 FT; N 89 DEG 51' 5" E 33.97 FT; S 10.98 FT; N 89 DEG 51' 0" W 954 FT; N 32 DEG 1' 0" E 235 FT; N 7 DEG 1' 0" E 198 FT; N 16 DEG 16' 0" E 324.6 FT; N 3 DEG 41' 0" W 81.5 FT; N 19 DEG 5' 0" W 265 FT; N 40 DEG 9' 0" W 90.5 FT; N 66 DEG 34' 0" W 114 FT; N 1 DEG 20' 0" E 84.95 FT; E 247.64 FT; S 4.95 FT; E 188.25 FT; N 1213.1 FT TO BEG. AREA 35.388 AC.

Parcel 4: Utah County Serial # 140210122, also described by Utah County as: COM S 123.34 FT & E 1627.78 FT FR W COR. SEC. 19, T5S, R2E, SLB&M.; S 72 DEG 56' 0" E 98.45 FT; N 5.3 FT; S 72 DEG 56' 0" E 197.18 FT; S 470.29 FT; N 72 DEG 56' 0" W 197.18 FT; N 335.38 FT; N 87 DEG 18' 0" W 99.02 FT; N 1 DEG 47' 0" E 153.91 FT TO BEG. AREA 2.350 AC.

Total Acreage: Approximately 41.669 acres, subject to overall boundary survey.

Exhibit "B"

Master Plan (PAGE 1 OF 2)

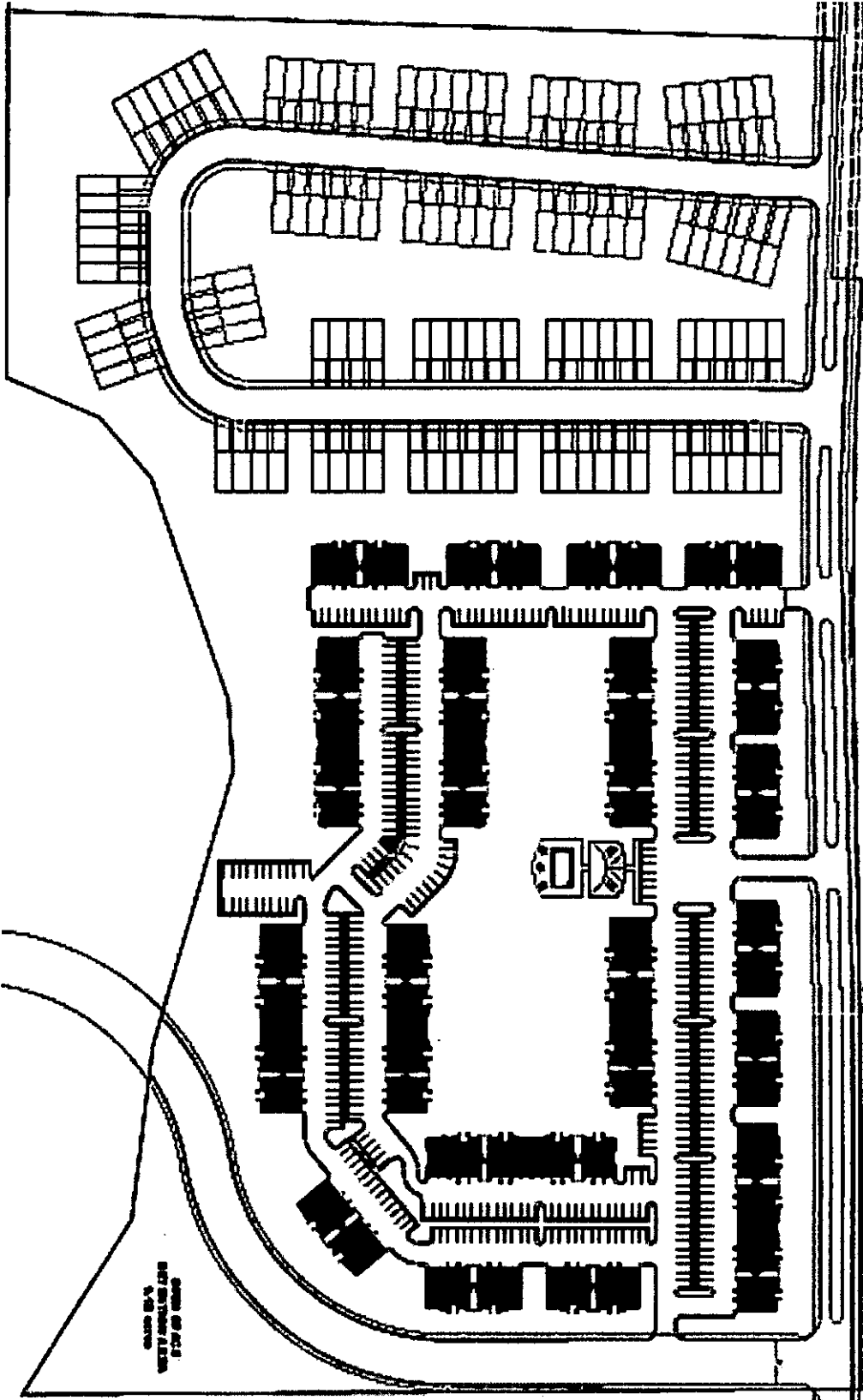


**RETAIL/COMMERICAL/OFFICE**

LOTS 1&2 ARE INTENDED TO BE RETAIL  
LOTS 3, 4 & 5 ARE, IF LATER ADDED TO THE PROJECT, INTENDED TO BE  
RETAIL/RESIDENTIAL/COMMERCIAL/OFFICE  
LOTS 6-8 ARE INTENDED TO BE RETAIL/COMMERCIAL

Master Plan (PAGE 2 OF 2)

MATCH LINE



OTHER RESIDENTIAL

APARTMENTS

**Exhibit "C"**

**City's Vested Laws**

The ordinances, policies, standards and procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the date of this MDA are hereby incorporated, by reference, to this MDA.

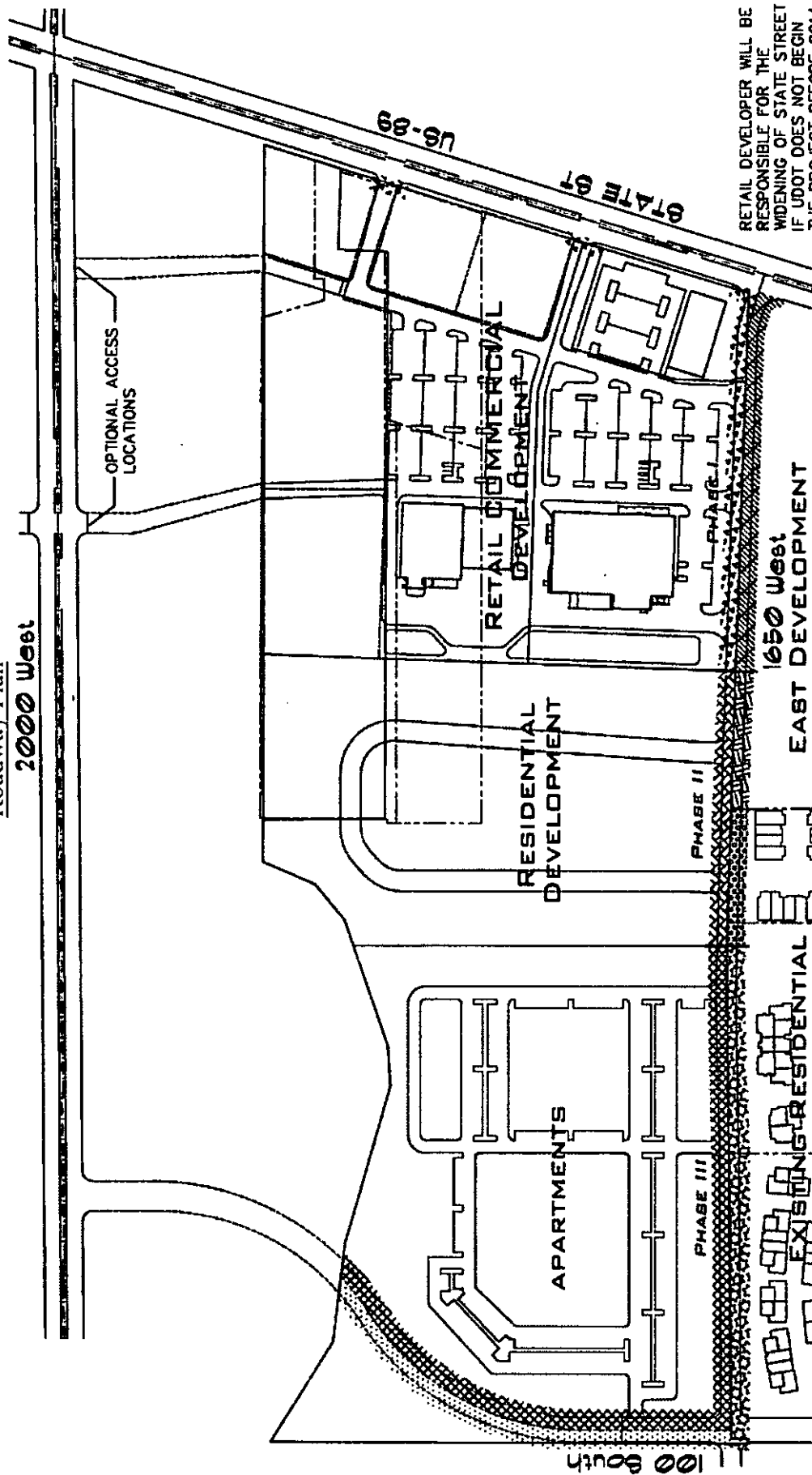


**Exhibit "D"**

**Infrastructure Plan**

**See Following Sub-Exhibits D1 and D2**

Exhibit "D1"  
Roadway Plan  
2000 West



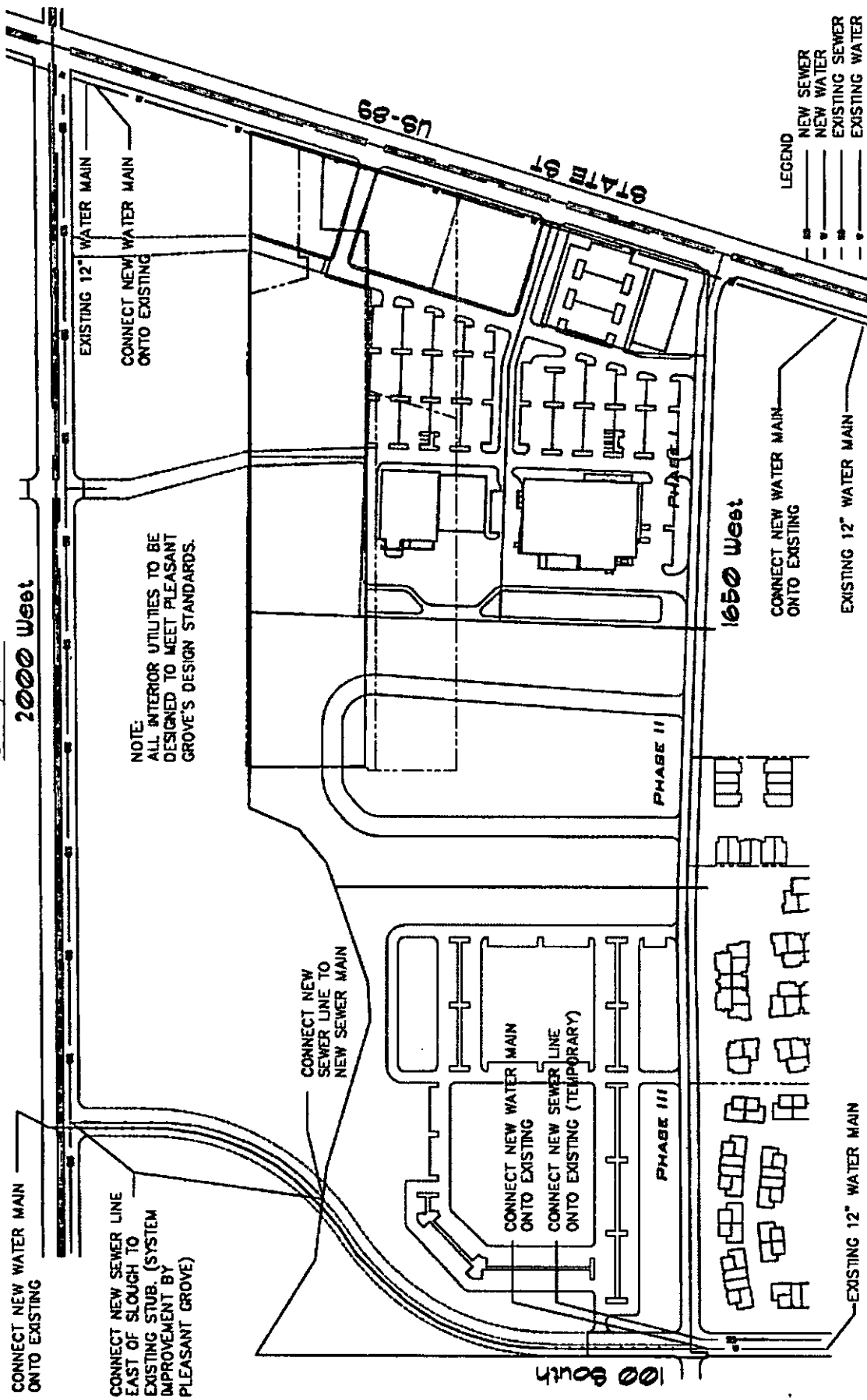
RETAIL DEVELOPER WILL BE RESPONSIBLE FOR THE WIDENING OF STATE STREET IF UDOT DOES NOT BEGIN THE PROJECT BEFORE 2014

- |  |   |  |
|--|---|--|
| <b>PHASE III</b>   | <b>PHASE II</b>   | <b>PHASE I</b>   |
| <b>AREA OF OBLIGATION</b>  | <b>AREA OF OBLIGATION</b>   | <b>AREA OF OBLIGATION</b>  |
| <ul style="list-style-type: none"> <li> APARTMENT DEVELOPMENT</li> <li> PLEASANT GROVE CITY</li> <li> REIMBURSEMENT AGREEMENT</li> </ul> | <ul style="list-style-type: none"> <li> RESIDENTIAL DEVELOPMENT</li> <li> EAST DEVELOPMENT</li> <li> PLEASANT GROVE CITY</li> </ul> | <ul style="list-style-type: none"> <li> RETAIL DEVELOPMENT</li> <li> EAST DEVELOPMENT</li> </ul> |



Exhibit "D2"  
Utility Plan

2000 West












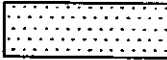


NOTE:  
ALL INTERIOR UTILITIES TO BE  
DESIGNED TO MEET PLEASANT  
GROVE'S DESIGN STANDARDS.

- LEGEND
- NEW SEWER
  - NEW WATER
  - EXISTING SEWER
  - EXISTING WATER



Roadway Plan (D1) Notes:

1. Areas shaded  and  within 1650 West as well as the eastern-most access from the Property to US-89 shall be completed with the Project Infrastructure associated with the first retail Development Application. These areas shall be constructed in full width up to and including curb and gutter on the east side of the street and excluding any park strip or sidewalk on the east side of the street.
2. The western-most access from US-89 from Phase I shall be completed with the Project Infrastructure associated with either the second or third retail Development Application, per ingress/egress requirements to be analyzed at a later date and subject to a UDOT access permit.
3. The area shaded  shall be dedicated to the City by the owners of the property to the east and shall be installed by the retail Subdeveloper subject to a reimbursement agreement.
4. The portion of 1650 West Street adjacent to Phase II (Residential) will be constructed with the full width improvements in the areas shaded  and .
5. The area shaded  shall be constructed up to and including curb and gutter on the east side of the street and excluding any park strip or sidewalk on the east side of the street and shall be dedicated to the City by the owners of the property to the east. The improvements in this area shall be installed by the Phase II Subdeveloper subject to a reimbursement agreement for the east 1/2 of the street.
6. The area shaded  shall be paid for by the City.
7. If Phase III is developed prior to Phase II and if a traffic study (to be completed at a later date) demonstrates that the construction of the portion of 1650 West Street associated with Phase II is essential to be constructed at the time Phase III is developed, then such improvements shall be constructed together with the Phase III Project Infrastructure.
8. If Phase III is developed prior to Phase II and if during the Site Planning process of Phase III the City's fire marshall determines that for health and safety reasons that 100 South Street is inadequate access, then an all-weather surface road (compacted road base), 20' in width shall be completed together with the Project Infrastructure associated with Phase III to connect to an alternatively accessible street such as 1650 West adjacent to Phase I or one of existing and adjacent multi-family development to the east.
9. Areas shaded  and  within 1650 West as well as the area within 100 South Street shaded  shall be completed with the Project Infrastructure associated with the Phase III (Apartment) Development Application.
10. The area shaded  shall be paid for by the City.
11. The area shaded  shall be dedicated to the City and installed with the Project Infrastructure associated with Phase III but shall be subject to a reimbursement agreement upon use of or adjacent development by any other party including City.

Utility Plan (D2) Notes:

1. Subdeveloper(s) of each Phase shall be required to provide adequate looping of water lines consistent with City Standards to serve each Phase at the time such Phase is developed.
2. The 12" water main along US-89 and along 100 South (becoming Center Street at west end between 1300 West Street and 2000 West Street) are System Improvements and shall be installed with the Project Infrastructure associated with Phase I and Phase III (respectively), but shall be 100% reimbursed by City through, and in this order: 1) existing collected impact-fee balance so long as City's water impact fee balance does not deplete to below \$35,000; 2) collection of impact fees from others; and 3) collection of impact fees from within the Project.
3. Notwithstanding anything to the contrary, the portion of this water main which lies between the Property and 2000 West Street is not necessarily required to be installed by Subdeveloper(s); however Subdeveloper(s) may choose to provide necessary looping by means of this connection.
4. The easement(s) for a sewer main between 2000 West Street and the East side of the slough shall be the responsibility of the Developer. However, City will be responsible for 50% of the land acquisition costs for the sewer easement. The Developer shall exhaust all opportunities to obtain the needed easements before the City assists. If after commercially reasonable efforts to secure the necessary easements, the Developer is unable to obtain the easements, City will exercise the rights within its power to assure the easements are obtained. In the event City exercises this power, developer will be responsible for 100 % of the legal costs, including, but not limited to, attorney fees, and court costs incurred by City in acquiring the easements. Any severance damages assessed in the course of legal action will be considered part of the land acquisition costs. The installation of an adequate sewer line in this area is a System Improvement and shall be installed with the Project Infrastructure but shall be 100% reimbursed by City through, and in this order: 1) existing collected impact-fee balance 2) collection of impact fees from others; and 3) collection of impact fees from within the Project. City intends to record a Reimbursement Agreement on all adjacent property benefitting from the installation of the infrastructure, assessing a proportionate share of the infrastructure costs to recover the City's costs when said property develops.
5. The City's sewer master plan and installed sewer infrastructure requires that the property covered by this agreement be connected to the sewer main in 2000 West. All installed sewer infrastructure must be a gravity system. The Developer shall not be required or allowed to raise or pump any sewer from the project. All sewer mains are private if placed within private portions of the Project. For example, the sewer main may be installed along the east side of the slough within a landscaped area or within a trail corridor. The City may elect to accept sewer mains in private areas subject to such mains being placed within adequate 20' sewer easement(s). Some portion of the Project sewer will need to drain into the existing 10" sewer line at the existing west end of 100 South street. The final approval of the exact portion of the Project that will be allowed to drain into that line shall be determined by the City, but shall be based on the elevation of the sewer line coming from 2000 West as it enters the Property on the east side of the slough. Thus, any portion of the Property that will not gravity flow into that the 2000 West Street connection will temporarily be allowed by the City to drain into the existing 100 South street sewer main. *(Outside of the terms of the MDA, the City intends to redirect whatever portion of the Project sewer is needed to temporarily flow to the existing 100 South Street main into a future 1650 West main flowing south, away from the Project.)*



**Exhibit "F"****Overlay****10-14-27-4: THE GROVE ZONE HIGH DENSITY RESIDENTIAL OVERLAY:**

A high density residential overlay may be applied by the City Council to certain properties within the Commercial Sales and Mixed Housing sub-districts of the Grove Zone that are part of a master-planned mixed use development comprising at least 20 acres. In addition to the requirements of this chapter, the following shall apply to developments in a high density residential overlay area:

1. Maximum density for multi-family residential (not mixed use buildings) shall be 18 units per acre.
2. A minimum of 25% of the total land area shall be developed with commercial uses that shall be built prior to or simultaneously with the residential elements.
3. A minimum of 25% of the net developable residential development area shall be comprised of contiguous, useable open spaces.
4. The development site design shall follow the requirements for the underlying zoning subdistrict, except that there shall be no limitation to the number of two attached multi-unit residential buildings (up to 12 units per building), for a maximum of 24 attached units. See Subsection 10-14-27-2D-2B-1.
5. Mixed Use - Multi-Family Above Commercial. Buildings with multi-family residential units above commercial uses may be permitted as part of a master planned mixed use development. A maximum density of 24 units per acre for such mixed use buildings shall be calculated separately from any residential only buildings within the high density residential overlay development. See section 10-14-12 of this chapter. The main floor of all mixed use buildings shall consist entirely of commercial uses.